

MASTER DEED

I, Arrie J. DuShane of Tyngsborough, Middlesex County, Massachusetts (hereinafter sometimes referred to as "Declarant"), being the sole owner of certain premises in Chelmsford, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, do hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end I do hereby declare and provide as follows:

1. The name of the Condominium shall be PICKWICK ESTATES CONDOMINIUM.

2. The Premises which constitute the Condominium comprise the land situated in Chelmsford, Middlesex County, Massachusetts, together with the buildings and improvements thereon, as shown on the plan entitled "Site Plan Pickwick Estates Condominium, Chelmsford, Massachusetts" by William G. Troy and Associates, dated February 28, 1981, consisting of two sheets, bearing the verified statement of a registered land surveyor (hereinafter referred to as "Site Plan") and the plans entitled "Pickwick Estates Condominium, 9 Cross Street, 11 Cross Street, 13 Cross Street and 174 Tyngsboro Road, Chelmsford, Massachusetts" by Paul L. Davies dated March 5, 1981, consisting of twelve sheets, bearing the verified statement of a registered architect (hereinafter referred to as "Plans"), attached hereto and made a part hereof. A description of the land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth herein and contained in said Exhibit A.

3. The description of the buildings comprising the Condominium, stating the number of stories, the number of units, and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof. The locations of said buildings are as shown on the Site Plan.

4. The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. The common areas and facilities of the Condominium comprise and will consist of:

5.1 The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

5.2 The yards, lawns, walkways, sidewalks and parking areas, and the improvements thereon and thereof, including, without limiting the generality of the foregoing, an inground swimming pool, cabana and wood shed, fences, planters, exterior steps, sillcocks, lighting fixtures, signs, landscaping, and septic tanks and related septic tanks and related septic facilities;

5.3 All areas of the buildings comprising the Condominium and all facilities, installations and improvements therein and thereof which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

5.3.1 The foundation, structural elements, supports, exterior walls and roof of the building, walls separating Units and walls separating the common areas and the Units;

5.3.2 The building entrances, stairways, hallways, mailboxes, landings, laundry room, boiler room, chimney, storage rooms and all improvements thereto, equipment and fixtures therein, and other features thereof;

5.3.3 All conduits, ducts, pipes, meters, plumbing, wiring, heating equipment and other facilities for the furnishing of utility services which are contained in portions of the building outside of the Units, and all such facilities which are contained within any Unit and serve parts of the Condominium other than the Unit within which such facilities are contained; provided, however, that all air-conditioning facilities serving a Unit and the sleeve in which such facilities are located shall be deemed to be a part of such Unit;

5.3.4 Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

5.3.5 Such additional common areas and facilities as may be defined in Massachusetts General Laws, Chapter 183A and not defined as being within the boundaries of each Unit.

6. The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth for such Unit in Exhibit C hereof. Said common areas and facilities shall be subject to the provisions of the Pickwick Estates Condominium Trust and the By-Laws set forth therein, hereinafter referred to, and the rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

7. The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto as Sheets 1 through 12 of the Plans.

8. The purposes for which the building and the Units are intended to be used are as follows:

8.1 The buildings and each of the Units are intended to be used solely for residential dwelling purposes;

8.2 Notwithstanding the provisions of Sections 8.1 and 9 of this Master Deed, the Declarant may, until all of the Units have been sold by the Declarant, let or lease Units which have not been sold by the Declarant and use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units, or other lawful purposes; and,

8.3 The parking area is intended to be used solely for the parking of private passenger vehicles.

9. The restrictions on the use of the building and the Units are as follows:

9.1 No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Pickwick Estates Condominium Trust, the By-laws set forth therein and the rules and regulations promulgated pursuant thereto;

9.2 The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of Pickwick Estates Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

9.3 In order to preserve the architectural integrity of the building and the Units without modification, and without limiting the generality thereof, no patio, balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made,

and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees of Pickwick Estates Condominium Trust upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine;

9.4 Any lease with respect to a Unit shall be for a term of not less than three months, shall apply to the entire Unit and shall specifically provide that the lease shall be subject in all respects to the provisions of the Pickwick Estates Condominium Trust, the By-laws set forth therein and the rules and regulations promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of such documents shall constitute a default under said lease, provided, however, that the restrictions of this Section 9.4 shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure;

9.5 The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the Owners of the Units and the Trustees of the Pickwick Estates Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

10. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Pickwick Estates Condominium Trust, hereinafter referred to. An amendment shall become effective when duly filed with the North Registry District of Middlesex County, provided, that:

10.1 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 contemplated to be altered thereby;

10.2 No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder;

10.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Exhibit C shall be of any force or effect unless the same has been signed by the Owners of all the Units and said instrument is filed as an Amended Master Deed; and,

10.4 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, as amended, of the General Laws of Massachusetts shall be of any force or effect.

11. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Pickwick Estates Condominium Trust under Declaration of Trust dated the same date as this Master Deed and filed herewith. The original and present Trustee thereof is Arrie J. DuShane, of Tyngsborough, Massachusetts (herein sometimes referred to as "Trustee" or "Trustees"). The Trustees have enacted By-laws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended, of the General Laws of Massachusetts.

12. If any portion of the common areas and facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of repair or restoration of the building or of a Unit after damage by fire or other casualty, or as a result of a 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 in which the encroachment occurs shall stand.

13. Each Unit Owner shall have an easement in common with the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and areas located in any of the other Units 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 facilities and areas serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to make emergency repairs thereto, to remove violations therefrom and, as necessary, to maintain, repair or replace the common areas and facilities contained therein or elsewhere in the building.

14. Declarant and the Unit Owners hereby agree as follows:

14.1 That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Pickwick Estates Condominium Trust, such right of first refusal shall not impair the rights of an institutional first mortgage lender to:

14.1.1 foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

14.1.2 accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or,

14.1.3 sell or lease a Unit acquired by the institutional first mortgage lender through the procedures set forth in Subsections 14.1.1 and 14.1.2 above;

14.2 That any person taking title to a Unit through a foreclosure sale duly conducted by an institutional first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Pickwick Estates Condominium Trust;

14.3 That any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

14.4 That unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of Pickwick Estates Condominium Trust shall be entitled to:

14.4.1 by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

14.4.2 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 or condemnation awards; or, (b) determining the pro-rata share of ownership of each Unit in the common elements;

14.4.3 partition or subdivide any Unit;

14.4.4 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to the granting of special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Pickwick Estates Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected;

14.4.5 use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium;

14.5 That to the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

14.6 That in no case shall any provision of the Master Deed or the Pickwick Estates Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

14.7 That an institutional first mortgage lender, upon request to the Trustees of Pickwick Estates Condominium Trust, will be entitled to:

14.7.1 written notification from the Trustees of the Pickwick Estates 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 Pickwick Estates Condominium Trust which is not cured within sixty (60) days;

14.7.2 inspect the books and records of the Pickwick Estates Condominium Trust during normal business hours;

14.7.3 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;

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

14.7.5. receive prompt written notification from the Trustees of Pickwick Estates Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

14.8. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

The Declarant intends that the provisions of this Section comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as provided in Section 16 hereof, all questions with respect thereto shall be resolved consistent with that intention.

15. That portion of the common areas and facilities described in paragraph 5.2. hereof as an open inground swimming pool, cabana and woodshed shall be subject to the right and easement exercisable by the unit owners of Pickwick Village Condominium, their heirs, successors in title and assigns for access to and use of said open inground swimming pool, cabana and woodshed in the manner, to the degree and pursuant to the conditions prescribed in an easement agreement to be recorded with Middlesex North District Registry of Deeds in common with the unit owners of PICKWICK ESTATES CONDOMINIUM, their heirs, successors in title and assigns.

16. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of Pickwick Estates Condominium Trust, then the following rules of construction shall be used:

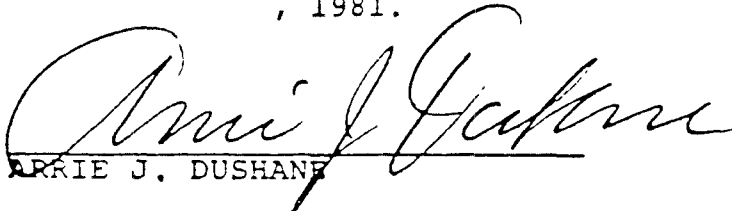
16.1. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

16.2. The inyalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed;

16.3. In the event of a conflict between any numerical voting requirements for action set forth in Section 14 hereof and any such requirements set forth in any other provision of this Master Deed or Pickwick Estates Condominium Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

16.4. In the event of any conflict other than as set forth in Subsection 16.3 between the provisions of Section 14 hereof and any other provisions of this Master Deed or Pickwick Estates Condominium Trust, the provisions of Section 14 shall control.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this day of , 1981.


ARRIE J. DUSHANE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1981

Then personally appeared the above-named ARRIE J. DUSHANE and acknowledged the foregoing to be his free act and deed, before me,

CHARLES F. McCANNON, JR.
Notary Public
My Commission Expires: 9/25/81

PICKWICK ESTATES CONDOMINIUM

EXHIBIT A

The land in Chelmsford, Middlesex County, Massachusetts, together with the buildings and improvements thereon, situated on the southwesterly side of Tyngsboro Road and the northerly side of Cross Street, bounded and described as follows:

NORTHEASTERLY by the southwesterly line of Tyngsboro Road, 250 feet;
SOUTHEASTERLY by land now or formerly of James A. Lowry, II and Jeanne Lowry, 200 feet;
NORTHEASTERLY again by said last mentioned land and land now or formerly of Arrie J. DuShane, 337.55 feet;
SOUTHERLY by the northerly line of Cross Street, 350.21 feet;
WESTERLY by land now or formerly of John M. McGuirk and Patricia McGuirk and also by land now or formerly of Robert J. Archambault and Priscilla Archambault, 303.81 feet;
SOUTHERLY again by said Archambault land, 77 feet;
WESTERLY by land now or formerly of Fred F. L. Courchaine and Diana A. Courchaine, 99.66 feet;
SOUTHERLY by said Courchaine land, 116.60 feet;
WESTERLY again by said Courchaine land and also by land now or formerly of Mary H. Keohane and land now or formerly of Alvin F. Wetmore and Lillian H. Smith, 133.63 feet;
NORTHERLY by land now or formerly of Stephen Bronstein, James Fokas and Herbert E. Miller, 614.05 feet.

Containing 5.530 acres of land, and being shown as Parcels 1, 2 and 3 on Site Plan hereinbefore referenced.

Subject to and with the benefit of various rights and easements or record, with particular reference to the following:

(1) An easement five (5) feet wide along the northerly side of said premises and rights in a similar five (5) foot strip of land adjoining the subject premises on the northerly side thereof.

(2) A certain twenty (20) foot wide drainage easement, the center line of which is 210 feet southwesterly of and parallel with the southwesterly side of Tyngsboro Road and extending from a point on the northerly side of Cross Street over and across the subject premises to a point on the northerly side thereof at land now or formerly of Stephen Bronstein, et als.

(3) Subject to an easement for access over that portion of the common area of PICKWICK ESTATES CONDOMINIUM being shown on the Site Plan of PICKWICK ESTATES CONDOMINIUM as a footpath of ten (10) feet in width to the rear of PICKWICK VILLAGE CONDOMINIUM and along the northeasterly boundary of PICKWICK ESTATES CONDOMINIUM, which easement shall include the right to pass and repass by foot over that portion of the common areas of PICKWICK ESTATES CONDOMINIUM for the purpose of access to the open, inground swimming pool, cabana and woodshed as depicted on said Site Plan, together with the right to make use of said swimming pool and said appurtenant structures in common with said Arrie J. DuShane, his heirs, successors and assigns who for himself and for them and, by this instrument, specifically reserves the right to make use of such facilities in common with the unit owners of PICKWICK VILLAGE CONDOMINIUM, their heirs, successors and assigns.

The premises are also subject to the following:

(a) Mortgage from DAVID I. MYERS and PHILIP BOSINOFF, TRUSTEES OF CHELMSFORD REAL ESTATE TRUST to HOME OWNERS FEDERAL SAVINGS AND LOAN ASSOCIATION dated October 11, 1968 pertaining to Parcel 1 and recorded with Middlesex North District Registry of Deeds in Book 1862, Page 168.

(b) Mortgage from FRANK M. RESNEK and GERALD D. ROSEN, TRUSTEES OF CHURCHILL FORGE TRUST VII to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LOWELL, now COMMONWEALTH FEDERAL SAVINGS AND LOAN ASSOCIATION, dated October 27, 1977 pertaining to Parcel 3 and recorded with said Deeds in Book 2273, Page 748,

(c) Mortgage from ARRIE J. DUSHANE to UNITED STATES TRUST COMPANY dated January 30, 1981 and recorded with said Deeds in Book 2463, Page 562.

(d) Mortgage from ARRIE J. DUSHANE to FRANK M. RESNEK and GERALD D. ROSEN, TRUSTEES OF CHURCHILL FORGE TRUST VII, dated January 30, 1981, recorded with said Deeds in Book 2463, Page 565.

Being all and the same premises conveyed to the Declarant by deed of FRANK M. RESNEK and GERALD D. ROSEN, TRUSTEES OF CHURCHILL FORGE TRUST VILL by deed dated January 30, 1981 and recorded with said Deeds in Book 2463, Page 559. For title, see also Book 2273, Page 746 and Confirmatory Deed from DAVID I. MYERS and PHILIP BOSINOFF, TRUSTEES OF CHELMSFORD REAL ESTATE TRUST to ARRIE J. DUSHANE dated March 5, 1981, and recorded with said Deeds in Book , Page

PICKWICK ESTATES CONDOMINIUM

EXHIBIT B

The buildings comprising the condominium consist of and are known as and numbered 9 Cross Street, 11 Cross Street, 13 Cross Street and 174 Tyngsboro Road, Chelmsford, Massachusetts. The buildings do not have a name. Each of the buildings has three stories above the existing grade of both Cross Street and Tyngsboro Road. The building at 174 Tyngsboro Road contains 29 units. The buildings at 9, 11 and 13 Cross Street contain 36 units.

The buildings are constructed primarily of: concrete slab foundation and first floor; wood frame construction with exterior walls of brick veneer; walls of sheet rock over wood studs or furring; wood frame windows with combination screen and storm windows; plaster ceilings; and roof of asphalt singles over plywood sheathing on wood joists.

PICKWICK ESTATES CONDOMINIUM

EXHIBIT C

<u>UNIT NO.</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE SQUARE FOOT AREA</u>	<u>FLOOR</u>	<u>UNDIVIDED INTEREST UNIT PERCENT*</u>	<u>COMMON AREA ACCESS**</u>
1-9 Cross Street	4	805	First	1.555%	1-H
2-9 Cross Street	4	805	First	1.555%	1-H
3-9 Cross Street	4	814	First	1.555%	1-H
4-9 Cross Street	4	742	First	1.510%	1-H
5-9 Cross Street	4	805	Second	1.601%	2-H
6-9 Cross Street	4	805	Second	1.601%	2-H
7-9 Cross Street	4	814	Second	1.601%	2-H
8-9 Cross Street	4	814	Second	1.601%	2-H
9-9 Cross Street	4	805	Third	1.647%	3-H
10-9 Cross Street	4	805	Third	1.647%	3-H
11-9 Cross Street	4	814	Third	1.647%	3-H
12-9 Cross Street	4	814	Third	1.647%	3-H
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1-11 Cross Street	4	805	First	1.555%	1-H
2-11 Cross Street	4	805	First	1.555%	1-H
3-11 Cross Street	4	742	First	1.510%	1-H
4-11 Cross Street	4	814	First	1.555%	1-H
5-11 Cross Street	4	805	Second	1.601%	2-H
6-11 Cross Street	4	805	Second	1.601%	2-H
7-11 Cross Street	4	814	Second	1.601%	2-H
8-11 Cross Street	4	814	Second	1.601%	2-H
9-11 Cross Street	4	805	Third	1.647%	3-H
10-11 Cross Street	4	805	Third	1.647%	3-H
11-11 Cross Street	4	814	Third	1.647%	3-H
12-11 Cross Street	4	814	Third	1.647%	3-H
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1-13 Cross Street	4	805	First	1.555%	1-H
2-13 Cross Street	4	805	First	1.555%	1-H
3-13 Cross Street	4	814	First	1.555%	1-H
4-13 Cross Street	4	742	First	1.510%	1-H
5-13 Cross Street	4	805	Second	1.601%	2-H

PICKWICK ESTATES CONDOMINIUM

EXHIBIT C

(continued)

<u>UNIT NO.</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE SQUARE FOOT AREA</u>	<u>FLOOR</u>	<u>UNDIVIDED INTEREST UNIT PERCENT*</u>	<u>COMMON AREA ACCESS</u>
6-13 Cross Street	4	805	Second	1.601%	2-H
7-13 Cross Street	4	814	Second	1.601%	2-H
8-13 Cross Street	4	814	Second	1.601%	2-H
9-13 Cross Street	4	805	Third	1.647%	3-H
10-13 Cross Street	4	805	Third	1.647%	3-H
11-13 Cross Street	4	814	Third	1.647%	3-H
12-13 Cross Street	4	814	Third	1.647%	3-H
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1-174 Tyngsboro Road	4	655	First	1.417%	1-H
2-174 Tyngsboro Road	4	650	First	1.417%	1-H
3-174 Tyngsboro Road	4	627	First	1.417%	1-H
4-174 Tyngsboro Road	4	642	First	1.417%	1-H
5-174 Tyngsboro Road	4	648	Second	1.491%	2-H
6-174 Tyngsboro Road	4	655	Second	1.491%	2-H
7-174 Tyngsboro Road	4	642	Second	1.491%	2-H
8-174 Tyngsboro Road	4	642	Second	1.491%	2-H
9-174 Tyngsboro Road	4	648	Third	1.510%	3-H
10-174 Tyngsboro Road	4	655	Third	1.510%	3-H
11-174 Tyngsboro Road	4	642	Third	1.510%	3-H
12-174 Tyngsboro Road	4	642	Third	1.510%	3-H
14-174 Tyngsboro Road	4	624	First	1.417%	1-H
15-174 Tyngsboro Road	4	615	Second	1.359%	2-H
16-174 Tyngsboro Road	4	626	Second	1.359%	2-H
17-174 Tyngsboro Road	4	615	Third	1.510%	3-H
18-174 Tyngsboro Road	4	626	Third	1.510%	3-H
19-174 Tyngsboro Road	4	642	First	1.417%	1-H
20-174 Tyngsboro Road	4	655	First	1.417%	1-H
21-174 Tyngsboro Road	4	642	First	1.417%	1-H
22-174 Tyngsboro Road	4	627	First	1.417%	1-H
23-174 Tyngsboro Road	4	642	Second	1.491%	2-H

PICKWICK ESTATES CONDOMINIUM

EXHIBIT C

(continued)

<u>UNIT NO.</u>		<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE SQUARE FOOT AREA</u>	<u>FLOOR</u>	<u>UNDIVIDED INTEREST UNIT PERCENT*</u>	<u>COMMON AREA ACCESS**</u>
4-174	Tyngsboro Road	4	655	Second	1.491%	2-H
5-174	Tyngsboro Road	4	637	Second	1.491%	2-H
6-174	Tyngsboro Road	4	631	Second	1.491%	2-H
7-174	Tyngsboro Road	4	655	Third	1.510%	3-H
8-174	Tyngsboro Road	4	655	Third	1.510%	3-H
9-174	Tyngsboro Road	4	637	Third	1.510%	3-H
0-174	Tyngsboro Road	4	631	Third	1.510%	3-H

Computed in accordance with M.G.L., Chapter 183A, Section 5(a).

*Legend: 1 = First Floor
2 = Second Floor
3 = Third Floor
H = Hallway

Each Unit has a kitchen, living room, two bedrooms and one bathroom.

Each Unit has immediate access, via two doorways, to an interior hallway, which leads to stairways and building exits, all as shown on Sheets 1 through 6 of the Plans.

The horizontal Unit dimensions shown on the Plans extend to the interior surfaces of the Unit perimeter walls, but as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surfaces of the wall studs or furring.

The vertical Unit dimensions shown on the Plans extend to the finished surfaces of the Unit floor and ceiling, although floor and ceiling boundaries extend as indicated below.

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

- a. Floors: The plane of the upper surface of the concrete floor slab, in the case of first floor Units, and the plane of the upper surface of the sub-flooring, in the case of second and third floor units.
- b. Ceilings: The plane of the lower surface of the ceiling joists.
- c. Unit Perimeter Walls: The plane of the surface facing such Unit of the wall furring or studs, as the case may be, or the plane of the surface facing such Unit of the masonry where masonry is the finish material.
- d. Doors: The exterior surface of the doors utilized to provide ingress to and egress from each Unit.
- e. Windows: The exterior surface of the glass and of the window frames, provided, however, that all screens, storm windows and frames thereof outside the exterior surface of the glass are included as part of the Unit.

PICKWICK ESTATES CONDOMINIUM

692-6055

Linda McBride

Having successfully completed the conversion of Pickwick Village, Pickwick Estates is now offered for sale.

Pickwick Estates Condominium is an ideally located condominium community in suburban Chelmsford which offers the benefits of natural, open space while being within easy reach of the best features of City living. While Pickwick Estates has convenient access to Routes 3, 4, 495 and 128, it enjoys all of the amenities of suburban living. Pickwick Estates is only a short distance from the Burlington Mall and the shopping areas of New Hampshire.

There is currently being offered the opportunity to purchase condominiums in this small community of Sixty-five (65) units. The two bedroom condominiums were originally built ten (10) years ago.

Wall to wall carpeting combined with gas heat and large sunny windows (including storm windows) provide a combination of character and efficiency unequalled for value on the condominium market. Each condominium enjoys its own private air conditioner, in addition, a major capital and systems improvement program described in this Brochure has been committed by the Seller in an attempt to minimize future repair and maintenance costs and offer

the obvious benefits of modernization and upgrading not usually available to home or condominium purchasers in this price category.

Purchasers of Pickwick Estates Condominiums will enjoy the benefits of home ownership, while the burdens and responsibilities of all common area maintenance, repairs and upkeep are shared. Unlike the owner of a single family residence who is forced to attend to and pay for all repairs and maintenance himself, each Pickwick Estates Condominium owner has the choice of becoming as actively or inactively involved in that regard as he chooses while the risk of extra ordinary and other repairs is shared.

Each purchaser will have the total and personal ownership of a condominium and, as an owner, will be able to take advantage of the Federal tax laws which enable property owners to deduct mortgage interest payments and real estate taxes while at the same time building equity. It is often said that not only is real estate investment the best hedge against inflation, but it also offers perhaps the greatest opportunity for appreciation.

In addition to each purchaser owning his own condominium, each purchaser acquires a proportionate interest together with the other condominium owners in the common areas of Pickwick Estates which include generally common building areas and land, such as the lawns and shrubs, walkways, driveways and parking areas, and use of swimming pool.

IMPROVEMENTS TO BE COMPLETED

AT

PICKWICK ESTATES CONDOMINIUM

The following improvements have been committed to be paid for and completed by the Seller of Pickwick Estates Condominium in accordance with the Seller's specifications:

- (1) LANDSCAPING - The property will be landscaped and shrubs and trees planted at a total projected cost of approximately \$15,000.00. In addition, attractive fencing will be installed.

- (2) COMBINATION STORM AND SCREEN WINDOWS - New combination storm windows with screens will be installed on all windows.

- (3) EXTERIOR PAINTING - All exterior wood surfaces at Pickwick Estates Condominium will be painted by an independent contractor who has agreed to issue a five (5) year warranty against peeling.

- (4) AIR CONDITIONING - There will be installed for each condominium unit a new Westinghouse air conditioning unit. The air conditioning unit carries a standard manufacturer's one (1) year warranty on parts and labor, and a five (5) year parts warranty on the compressor.
- (5) ROOFING - New asphalt, shingled roofs will be installed, which new roofs will carry a standard, fifteen (15) year manufacturer's warranty.
- (6) GUTTERS AND DOWNSPOUTS - New aluminium gutters and downspouts will be installed throughout the condominium premises, as needed.
- (7) APPLIANCES - Each unit will have installed a new gas range with hood, refrigerator, and bathroom vanity and sink. Each bathroom and kitchen will have installed a vinyl tile floor.
- (8) ADDITIONAL BATHROOM WORK - All bathroom tile work will be regouted and cleaned, as needed.

- (9) INTERIOR PAINTING - All painted walls and ceilings inside each condominium unit will be repainted to an off-white color.
- (10) INTERIOR UNIT FLOOR WORK - Each condominium unit purchaser will have the right to select wall to wall carpeting from carpet samples submitted by Seller.
- (11) HALLWAYS - The hallways will be completely refurbished, and all entrance doors to each individual apartment will be replaced, as well as all exterior entrance doors to the building. Each apartment will have installed a dead bolt lock.
- (12) SUBFLOORING - All subflooring will be replaced, with 3/8 inch particle board on top of the existing floor. Cross Street Building second and third floor only.
- (13) The parking area and walkways will be repaved or

resealed and lined where necessary. Some additional parking areas will be installed.

- (14) Smoke Detector and Fire Alarm System installed in each unit and throughout the building according to the specifications of Chelmsford Fire Department.

- (15) Each unit will have installed a new Zone Valve and Thermostat in the heating system with manufacturer's warranty.

- (16) PLUMBING - Replace all kitchen sinks and faucets, all bathroom sinks and faucets, and all tub faucets where necessary. All plumbing will be guaranteed for one (1) year from June 1, 1981.

- (17) BOILERS AND HOT WATER HEATERS - Repair and replace any necessary parts for a period of one (1) year from June 1, 1981.

- (18) LIGHT FIXTURES - Replace kitchen and hallway fixtures in each apartment.

NOTES

- A. All of the foregoing will be performed and completed with labor and materials in accordance with Seller's specifications.
- B. All manufacturer's and/or installer's guarantees and warranties on all materials and labor will be assigned to each condominium unit purchaser or the Condominium Association, as applicable. the Seller makes no separate warranty or representation except that the improvements shall be timely completed in a good and workman like manner to the extent the Seller has any control thereof.
- C. Some of the improvements referenced above have already been completed or are in progress.

PICNICK ESTATES CONDOMINIUM

WORK SHEET

PURCHASE PRICE \$ _____

Unit No. _____

Less Down Payment (\$) _____

BALANCE TO BE FINANCED \$ _____

MONTHLY MORTGAGE PAYMENTS (Principal and Interest) \$ _____
based upon _____% interest rate and _____ year term

MONTHLY REAL ESTATE TAXES (1) + _____

MONTHLY CONDOMINIUM CHARGES + _____
See Estimate of Annual Condominium
Common Area Charges.

GROSS MONTHLY PAYMENT \$ _____
Less Tax Savings - 30% Tax Bracket Monthly (2) - _____

NET MONTHLY PAYMENT (3) \$ _____
Each month your mortgage loan balance is
reduced and your true expense is reduced
by that additional amount.

(1) Monthly real estate taxes are based on each unit's percentage of the 1980-1981 tax bill (7/1/80 - 6/30/81) on the entire condominium premises. Thereafter, each condominium unit will be taxed

separately. Based upon the current reported condominium taxing procedure and informal discussions with the Chelmsford Assessing Department each unit will have an assessed value of approximately \$12,000.00 to \$14,000.00, and based upon the 1980 - 1981 Chelmsford tax rate of \$58.50 per thousand, your individual condominium taxes will be approximately \$58.00 to \$68.00 per month. Increase in the tax rate will increase taxes payable.

- (2) Projected income tax savings based upon current federal law permitting deduction of mortgage interest and real estate taxes paid.

PICKWICK ESTATES CONDOMINIUMESTIMATE OF FIRST YEAR'S CONDOMINIUM COMMON AREA CHARGES

	<u>Projected 1981 Expenses</u>
<u>UTILITIES</u>	
Heat, hot water and cooking (gas) Electricity for common areas	\$ 27,400.00
<u>INSURANCE (a)</u>	\$ 5,500.00
<u>WATER</u>	\$ 3,800.00
<u>SNOW PLOWING (b)</u>	\$ 1,500.00
<u>RUBBISH REMOVAL</u>	\$ 3,600.00
<u>SEPTIC TANK PUMPING</u>	\$ 600.00
<u>JANITORIAL SERVICES (c)</u>	\$ 4,600.00
<u>GROUNDS MAINTENANCE (d)</u>	\$ 2,700.00
<u>MAINTENANCE, SUPPLIES, AND RESERVE FOR FUTURE REPLACEMENTS (e)</u>	<u>\$ 6,800.00</u>
TOTAL EXPENSES	\$ 56,500.00
LESS: <u>LAUNDRY INCOME (f)</u>	<u>\$ -6,000.00</u>
AMOUNT TO BE USED TO COMPUTE INDIVIDUAL UNIT NET COMMON AREA CHARGE	\$ 50,500.00

ALL THE COMMON EXPENSES ARE ESTIMATED, BASED UPON THE DATA REFERENCED IN THE FOOTNOTES BELOW, AND ALTHOUGH THE SELLER DEEMS THE ESTIMATES TO BE REASONABLE, NO GUARANTEE OR REPRESENTATION IS HEREBY MADE OR SHOULD BE IMPLIED.

SOME ANSWERS TO YOUR QUESTIONS

Q. When I buy a Pickwick Estates Condominium, what exactly do I own?

A. By separate condominium deed, each buyer will receive a deed to his own condominium residence plus a shared interest together with the other unit owners in the condominium common areas. Each purchaser automatically becomes a member of the (Pickwick Estates Condominium Association).

Q. What services do the Pickwick Estates Condominium Association provide?

A. The Association arranges for the removal of snow from the parking areas and sidewalks, gardening and the maintenance and repair of all common areas. It also maintains fire, casualty and liability insurance on the buildings and facilities, and liability insurance on the grounds. Each owner is, however, responsible for his individual insurance on the contents of, and the liability within, his own Condominium.

Q. What is each purchaser's expense for services rendered by the Association?

A. Each purchaser will be required to pay a monthly fee into the non-profit Homeowners' Condominium Association. The Association will pay for these services in full at their true cost, which is often less than the amounts required to maintain a separate home.

Q. As a condominium owner, what are my maintenance responsibilities?

A. Each condominium owner is required to maintain the interior of his own home

Q. What kind of mortgage financing is available?

A. Condominium units may be financed through a bank of each purchaser's choice in the same manner as is available to a single-family home buyer. Assistance in arranging for bank financing is available upon request.

Q. What about real estate taxes?

A. Beginning on July 1, 1982 and thereafter, each Pickwick Estates Condominium will be assessed separately and a separate real estate tax bill will be sent to and be payable by each Condominium owner, just the same as a single-family homeowner. Prior to that time, each condominium unit owner will have the benefit of paying his pro rata share of real estate taxes which are currently assessed on a lower basis.

C E R T I F I C A T E

The undersigned Trustees of the Pickwick Estates Condominium Trust under Declaration of Trust dated March 10, 1981 and filed with the North Registry District of Middlesex County in Book 2470, Page 677, hereby certify in accordance with Massachusetts General Laws, Chapter 183A, Section 6(d), that there are no unpaid common expenses which have been assessed against Unit No. 6, a unit in the condominium at 174 Tyngsboro Road, North Chelmsford Massachusetts, known as Pickwick Estates Condominium, as of the date hereof.

WITNESS the execution hereof under seal this 28 day of February, 1985

[Signature]
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Middlesex , SS.

February 28 , 1985

Then personally appeared the above-named Michael Osborn, Bruce Lawler, and Robert F. Mac Donald

Trustees as aforesaid, and acknowledged the foregoing to be free act and deed, before me

Barbara A. Dnew
Notary Public

My commision expires: 12-28-90

PICKWICK ESTATES CONDOMINIUMS

RESIDENT INFORMATION

(All information is confidential and is for the use of the trustees and manager only.)

UNIT NUMBER AND STREET:

NAMES OF ALL RESIDENTS:
(Include children's ages)

HOME PHONE:

WORK PHONE:

CARS (color, make, and plate number):

PETS:

OWNERS NAME (if different):

OWNERS ADDRESS:

OWNERS PHONE:

This form may be mailed along with your condo fee payment or given to the manager.

INTRODUCTION

This Handbook has been prepared by the Trustees to provide you with general information concerning the operation of PICKWICK ESTATES CONDOMINIUM and also the rules and regulations of the Condominium. Please take the time to become familiar with this handbook, as there have been changes and additions since the election of new Trustees on March 24, 1983. Furthermore, it is suggested that you consult your PICKWICK ESTATES CONDOMINIUM MASTER DEED and CONDOMINIUM TRUST for additional information.

Should you have any question concerning any of the information contained in this Handbook, please contact any member of the Board of Trustees.

Written inquiries or suggestions may also be sent to our mailing address below:

PICKWICK ESTATES CONDOMINIUM

P.O. Box 122

North Billerica , MA 01862

PICKWICK ESTATES CONDOMINIUM

BOARD OF TRUSTEES

			TERM OF OFFICE
TRUSTEES:	Debra M. Carrier 174 Tyngsboro Road #29 North Chelmsford , MA	251-3565	3-83 to 3-85
	Robert F. Conceison 174 Tyngsboro Road #10 North Chelmsford , MA	251-3189	3-83 to 3-85
	Robert MacDonald 11 Cross Street #12 North Chelmsford , MA	251-8277	3-83 to 3-85

MANAGEMENT

MANAGER:	Karen DeMartin 174 Tyngsboro Road #26 North Chelmsford , MA
TREASURER:	Bob MacDonald 11 Cross Street #12 North Chelmsford , MA

ABOUT PICKWICK ESTATES

Pickwick Estates Condominium consists of two buildings, each with three sections, located at 174 Tyngsboro Road, and 9, 11, and 13 Cross Street in North Chelmsford, MA. The complex consists of 65 two bedroom units.

Cooking, hot water and heat is supplied by natural gas provided by Colonial Gas Company. The exterior of each building has been wired for cable television, available from Lowell Cable Vision. Each unit also has its own air conditioning unit, thermostat control, heat sensors, and battery operated smoke detectors.

Common amenities owned jointly by the association include an in-ground swimming pool, a large open lawn area, ample parking lots, laundry facilities, and hallways equipped with hard wired smoke detectors. The condominium is serviced by town water and an association owned septic system.

CONDOMINIUM LIVING

A condominium is a community of privately owned dwelling units with jointly owned "common areas". These common areas consist of hallways and stairwells, building exteriors, parking lots, grounds and recreational facilities. Each owners percent share in the common area is the ratio of his/her dwelling area of the entire complex. The common areas, however, are not divided among the owners but are for the use and enjoyment of all residents of the complex. Each month every unit owner pays a fee to the condominium association. The fee is based on this ratio or percentage of ownership. With these monies, the association handles all maintenance of the common areas, employee salaries , legal fees, taxes on common property, insurance, common area utilites, and maintains a fund for major repairs and improvements.

The following is a general sketch of the association and unit owners individual responsibilities:

ASSOCIATION'S RESPONSIBILITIES

1. HEAT

- a. Maintain all heating lines exposed or not exposed.
- b. Maintain any mechanical or electrical apparatus:
 - 1. Zone valves and motors
 - 2. Circulation motors
 - 3. Gate valves
 - 4. Furnaces

2. PLUMBING

- a. Maintain all common area piping and water lines.

3. HALLS

- a. Clean and maintain all hallways.

4. FIRE ALARMS

- a. Maintain them to meet all Fire Department regulations.

5. EXTERIOR

- a. Maintain all:
 - Lawns
 - Walks
 - Exterior of buildings
 - Hallway windows and doors
 - Roofs
 - Parking lots
 - Septic systems
 - Recreational equipment
 - Pool

UNIT OWNER'S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO MAINTAIN AND REPAIR THE FOLLOWING:

1. PLUMBING

- a. Any pipes under any sink
- b. Toilets
- c. Shower heads
- d. Faucets, sinks and tubs
- e. Any grouting

2. ELECTRICAL

- a. All electrical outlets
- b. All electrical appliances
- c. All electrical lights and switches and fixtures

3. FLOORING

- a. Carpeting and all hardwood floors
- b. All tile and linoleum

4. WALLS

- a. All surfaces from studs in
- b. All cabinets and counters

5. CEILINGS

- a. All surfaces from joists in

6. WINDOWS

- a. All glass and frames

UNIT OWNER'S FINANCIAL RESPONSIBILITIES

The operating funds of the Condominium come from two sources: monthly condominium fees and laundry collection. Obviously, the monies collected from the condominium fees are the primary source of income. In order for proper management of facilities by the association, these fees must be paid promptly on the 1st of each month. If the fees are late, the trustees have the right to impose a fine of 1 1/2% per month or 18% per annum on the unpaid balance. Remember, the unpaid condo fees and the interest due constitute a lien on your property. Checks for condo fees should be made payable to PICKWICK ESTATES CONDOMINIUM and mailed to P.O. Box 122, North Billerica, MA 01862 prior to the 1st of each month.

To determine what each unit's condo fee will be, the trustees tally the associations bills from the previous year and any expected increases, and divide the total by each unit's percentage of ownership. This amount, divided by 12, determines what the monthly fee will be due the association. Condo fees may be increased at any time to compensate for increased expenses. At the yearly association meeting, held in March, a financial report will be presented by the treasurer which explains how monies were spent, and projected expenditures for the next year.

The following schedule is a breakdown of each units' percentage of interest:

<u>UNIT NO.</u>	<u># OF ROOMS</u>	<u>APPROXIMATE SQUARE FOOT AREA</u>	<u>FLOOR</u>	<u>UNDIVIDED INTEREST UNIT PERCENT*</u>
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9 CROSS STREET

1	4	805	First	1.555%
2	4	805	First	1.555%
3	4	814	First	1.555%
4	4	742	First	1.510%
5	4	805	Second	1.601%
6	4	805	Second	1.601%
7	4	814	Second	1.601%
8	4	814	Second	1.601%
9	4	805	Third	1.647%
10	4	805	Third	1.647%
11	4	814	Third	1.647%
12	4	814	Third	1.647%

11 CROSS STREET

1	4	805	First	1.555%
2	4	805	First	1.555%
3	4	742	First	1.510%
4	4	814	First	1.555%
5	4	805	Second	1.601%
6	4	805	Second	1.601%
7	4	814	Second	1.601%
8	4	814	Second	1.601%
9	4	805	Third	1.647%
10	4	805	Third	1.647%
11	4	814	Third	1.647%
12	4	814	Third	1.647%

13 CROSS STREET

1	4	805	First	1.555%
2	4	805	First	1.555%
3	4	814	First	1.555%
4	4	742	First	1.510%
5	4	805	Second	1.601%
6	4	805	Second	1.601%
7	4	814	Second	1.601%
8	4	814	Second	1.601%
9	4	805	Third	1.647%
10	4	805	Third	1.647%
11	4	814	Third	1.647%
12	4	814	Third	1.647%

<u>UNIT NO.</u>	<u># OF ROOMS</u>	<u>APPROXIMATE SQUARE FOOT AREA</u>	<u>FLOOR</u>	<u>UNDIVIDED INTEREST UNIT PERCENT*</u>
<u>174 TYNGSBORO ROAD</u>				
1	4	655	First	1.417%
2	4	650	First	1.417%
3	4	627	First	1.417%
4	4	642	First	1.417%
5	4	648	Second	1.491%
6	4	655	Second	1.491%
7	4	642	Second	1.491%
8	4	642	Second	1.491%
9	4	648	Third	1.510%
10	4	655	Third	1.510%
11	4	642	Third	1.510%
12	4	642	Third	1.501%
14	4	624	First	1.417%
15	4	615	Second	1.359%
16	4	626	Second	1.359%
17	4	615	Third	1.510%
18	4	626	Third	1.510%
19	4	642	First	1.417%
20	4	655	First	1.417%
21	4	642	First	1.417%
22	4	627	First	1.417%
23	4	642	Second	1.491%
24	4	655	Second	1.491%
25	4	637	Second	1.491%
26	4	631	Second	1.491%
27	4	655	Third	1.510%
28	4	655	Third	1.510%
29	4	637	Third	1.510%
30	4	631	Third	1.510%

*Computed in accordance with M.G.L., Chapter 183A, Section 5(a).

TRUSTEES' RESPONSIBILITIES

The Pickwick Estates Condominium Association is comprised of all unit owners. The owners select a board of trustees from among all owners to oversee the operation of the condominium complex. Any unit owner may run for a trustee position. Only a unit owner may be a trustee. Each year in late March, the trustees are responsible for organizing an annual meeting which is open to all association members.

The trustees have full power and uncontrolled discretion to do the following:

1. Adopt and amend any rule or regulation.
2. Suspend privileges for breach of rules and regulations by written notice.
3. Assess reasonable monetary fines for violation of such rules and regulations. These fines constitute a lien against owners property.
4. Borrow or raise money for the benefit of the association.
5. Invest Trust funds.
6. Obtain and maintain casualty insurance.
7. To enter and have access to any unit when necessary.
8. To employ, appoint, and remove personal such as: managers, assistants, and counsel.
9. To conduct the business of the Trust as they see fit.
10. Require in writing that an owner perform any needed maintenance, repair, or replace anything that adversely affects the condition of the individual unit or the market value of other units.
11. Maintain and improve common areas as they see fit.
12. Require written permission for any structural changes by a unit owner to his/her unit.