



MLS # 73439323 - New
Condo - Townhouse, Low-Rise

201 Thorndike Street - Unit 1-23
Lowell, MA 01852
Middlesex County

List Price: **\$214,000**

Unit Placement:
Unit Level: **2**
Grade School:
Middle School:
High School:
Outdoor Space Available: **Yes - Common**
Handicap Access/Features:
Directions: **Next YMCA off the Connector, park in back.**

Total Rooms: **4**
Bedrooms: **2**
Bathrooms: **1f 0h**
Main Bath:
Fireplaces: **0**
Approx. Acres:

Located in the historic Keith Academy, this two-bedroom, one-bathroom, two-story condo offers a wonderful opportunity to build sweat equity. Freshly painted throughout, the home features laminate flooring in the living and bedroom areas and tile flooring in the kitchen. High ceilings and oversized windows fill the space with natural light, creating an open and airy feel. Full bath with tile flooring and central air complete the condo. Community amenities include a swimming pool, laundry facilities, basement storage, and plenty of parking. Ideally situated near highways, the Commuter Rail, the YMCA and Downtown Lowell, this condo combines historic character with excellent convenience—perfect for buyers ready to add their personal touch and make it their own.

Property Information

Approx. Living Area Total: **670 SqFt (\$319.40/SqFt)** Living Area Includes Below-Grade SqFt: **No** Living Area Source: **Public Record**
Approx. Above Grade: **670 SqFt** Approx. Below Grade:
Living Area Disclosures:
Heat Zones: **1 Forced Air, Heat Pump** Cool Zones: **Central Air**
Parking Spaces: **1 Off-Street, Common** Garage Spaces: **0**
Disclosures: **Property sold as-is, intercom does not work.**

Complex & Association Information

Complex Name: **Keith Academy** Units in Complex: **56** Complete: Units Owner Occupied: Source:
Association: **Yes** Fee: **\$359 Monthly**
Assoc. Fee Inclds: **Water, Sewer, Master Insurance, Swimming Pool, Laundry Facilities, Elevator, Exterior Maintenance, Road Maintenance, Landscaping, Snow Removal, Extra Storage, Refuse Removal**
Special Assessments: **Yes - \$135.87 - \$135.87 per month until 10/26.. Assessment was for the main building roof.**

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	2	17X12	Flooring - Laminate
Dining Room:	2	9X8	Flooring - Laminate
Kitchen:	2	8X8	Flooring - Stone/Ceramic Tile
Main Bedroom:	3	10X10	Flooring - Laminate
Bedroom 2:	3	12X9	Flooring - Laminate
Bath 1:	3	7X5	Bathroom - Full, Flooring - Laminate

Features

Area Amenities: **Public Transportation, Shopping, Park, Medical Facility, Laundromat, Highway Access**
Appliances: **Range**
Association Pool: **Yes Inground**
Assoc. Security: **Intercom**
Basement: **No**
Beach: **No**
Construction: **Stone/Concrete**
Docs in Hand: **Master Deed, Unit Deed, Rules & Regs, Management Association Bylaws, Association Financial Statements, Certificate of Insurance**
Electric Features: **Circuit Breakers**
Exterior: **Stucco**
Exterior Features: **City View(s)**
Flooring: **Tile, Laminate**
Hot Water: **Electric**
Insulation Features: **Unknown**
Interior Features: **Intercom**
Management: **Professional - Off Site**
Sewer Utilities: **City/Town Sewer**
Water Utilities: **City/Town Water**
Utility Connections: **for Electric Range**
Waterfront: **No**
Water View: **No**

Other Property Info

Disclosure Declaration: **No**
Exclusions:
Lead Paint: **Unknown**
UFFI: Warranty Features:
Year Built/Converted: **1900/1985**
Year Built Source: **Public Record**
Year Built Desc: **Renovated Since**
Year Round:
Short Sale w/Lndr. App. Req: **No**
Lender Owned: **No**

Tax Information

Pin #:
Assessed: **\$225,300**
Tax: **\$2,586** Tax Year: **2025**
Book: **21973** Page: **25**
Cert:
Zoning Code: **UMU**
Map: Block: Lot:

Office/Agent Information

Listing Office: **Foundation Brokerage Group** (800) 983-1945
Listing Agent: **The Nancy Dowling Team (978) 314-4003**
Team Member(s): **Nancy A. Dowling (978) 314-4003**
Sale Office:
Sale Agent:
Listing Agreement Type: **Exclusive Right to Sell**
Entry Only: **No**

Showing: Sub-Agency:

Showing: Buyer's Broker: **Lock Box,**  **Schedule with ShowingTime or Call 888-627-2775**

Showing: Facilitator: **Lock Box,**  **Schedule with ShowingTime or Call 888-627-2775**

Special Showing Instructions: **The lock box is located on the swimming pool gate, the lock box is the one on the right.**

Firm Remarks

Please email offers in one PDF not through Dotloop to nancydowlingre@gmail.com

Market Information

Listing Date: **10/3/2025**

Days on Market: Property has been on the market for a total of **0** day(s)

Expiration Date: **4/3/2026**

Original Price: **\$214,000**

Off Market Date:

Sale Date:

Listing Market Time: MLS# has been on for **0** day(s)

Office Market Time: Office has listed this property for **0** day(s)

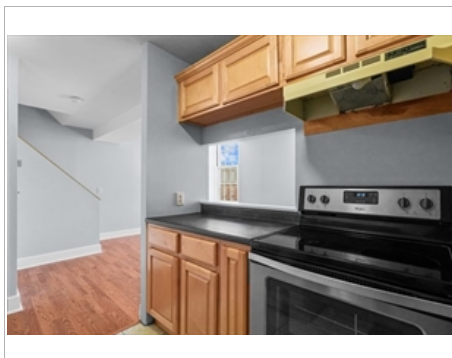
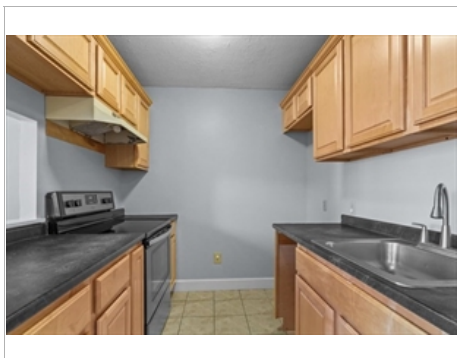
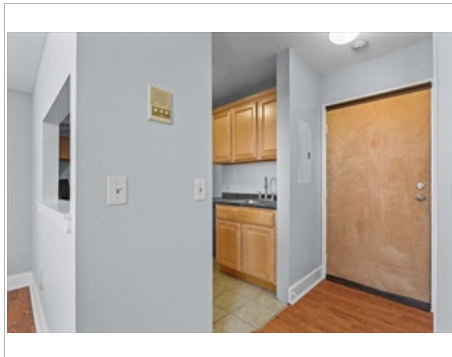
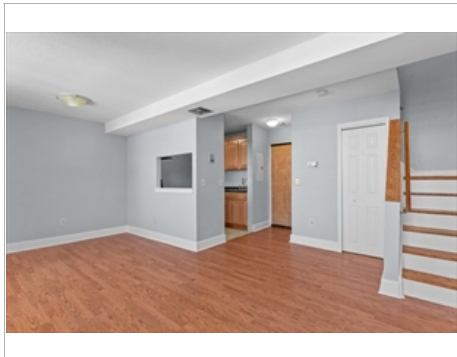
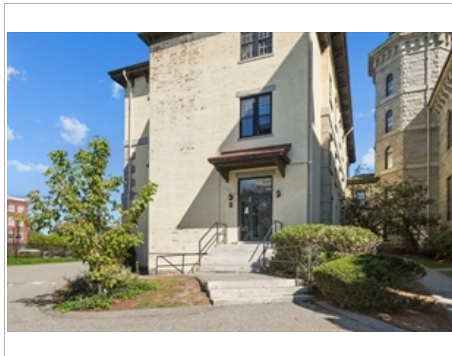
Cash Paid for Upgrades:

Seller Concessions at Closing:

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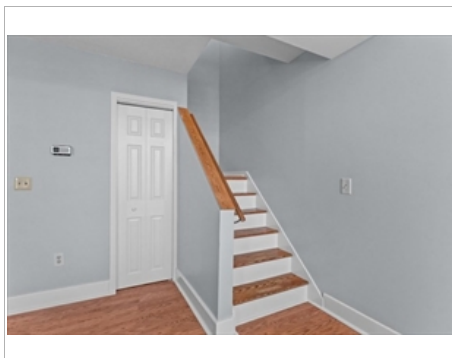
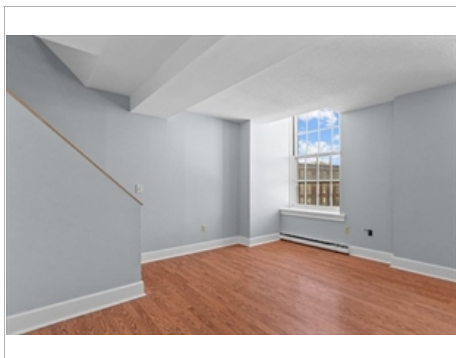
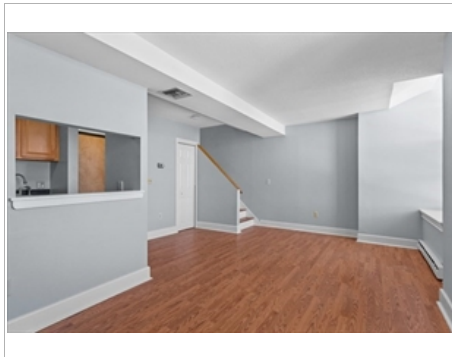
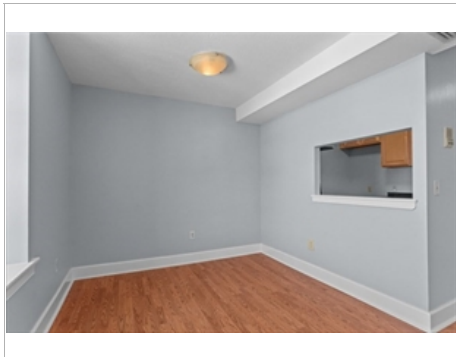
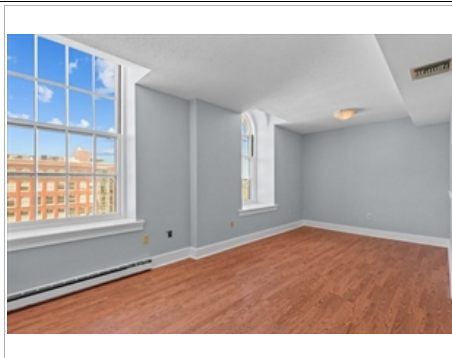
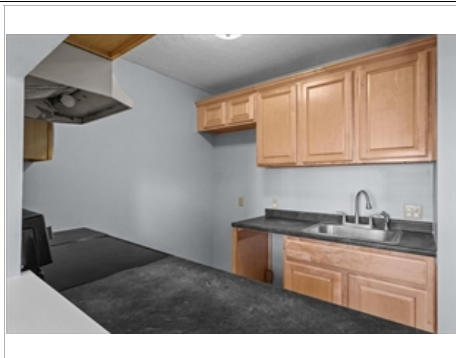
Condominium - Condo
List Price: \$214,000



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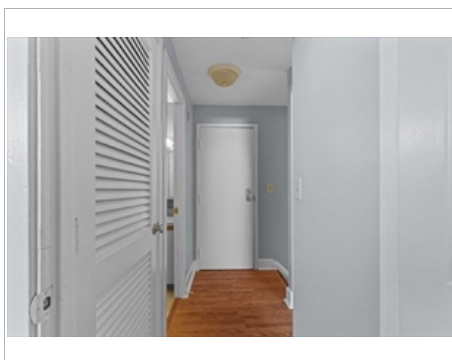
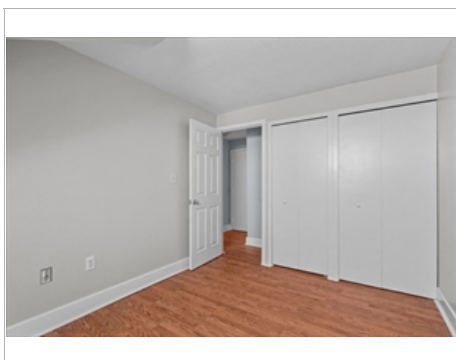
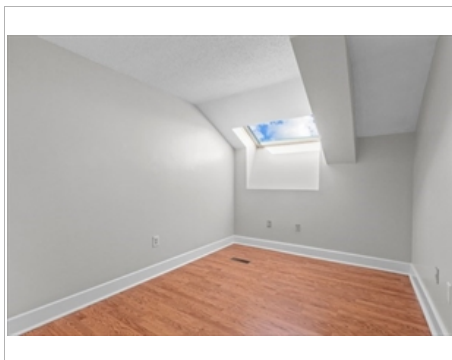
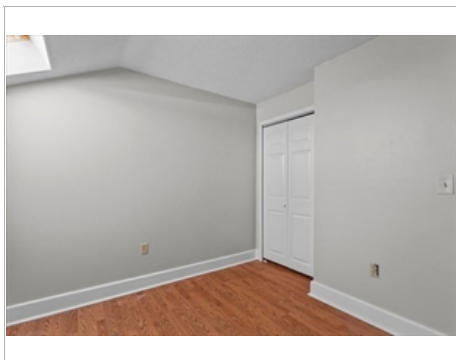
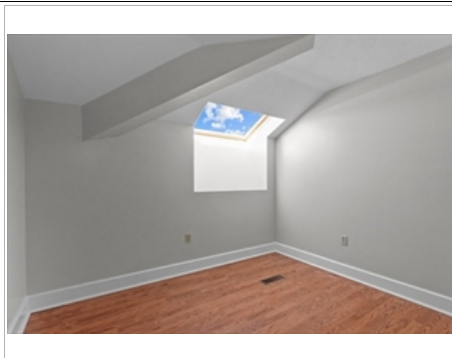
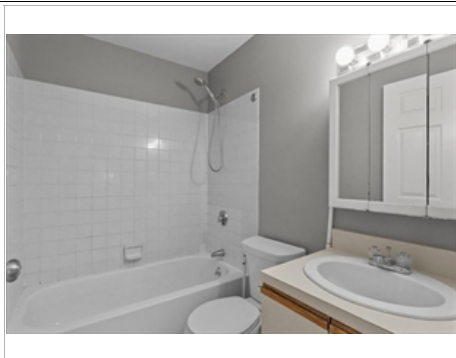
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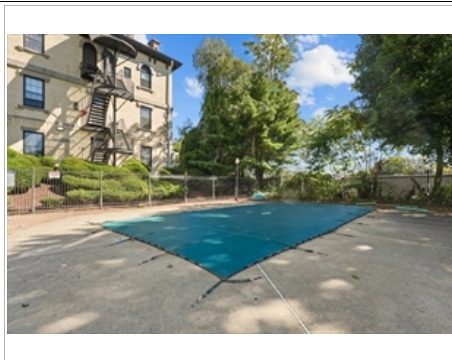
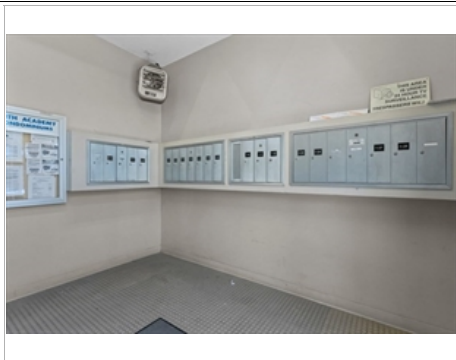
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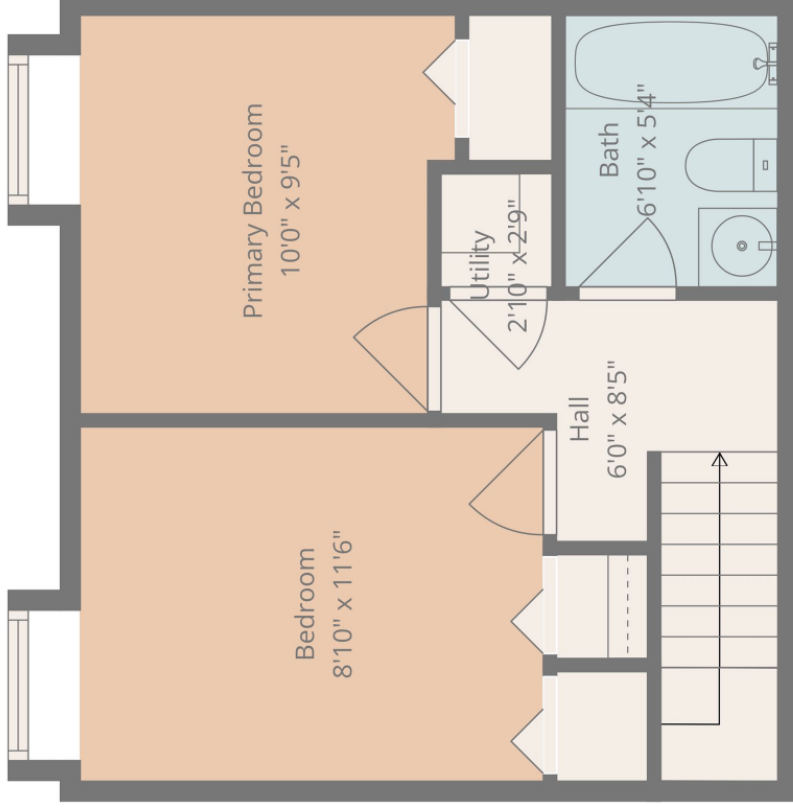
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Floor 1



Floor 2



TOTAL: 662 sq. ft
 FLOOR 1: 335 sq. ft, FLOOR 2: 327 sq. ft
 EXCLUDED AREAS: BAY WINDOW: 17 sq. ft, UTILITY: 8 sq. ft, WALLS: 76 sq. ft
 Floor Plan Created By Cubicasa App. Measurements Deemed Highly Reliable But Not Guaranteed.





The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

250 Washington Street, 7th Floor

Boston, MA 02108

(800) 532-9571 / (617) 624-5757

CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP) PROPERTY TRANSFER LEAD PAINT NOTIFICATION

Under Massachusetts and federal law, this notification package must be given to prospective purchasers of homes built before 1978. This package must be given in full to meet state and federal requirements. It may be copied, as long as the type size is not made smaller. Every seller and any real estate agent involved in the sale must give this package before the signing of a purchase and sale agreement, a lease with an option to purchase, or, under state law, a memorandum of agreement used in foreclosure sales. Sellers and agents must also tell the prospective purchaser any information they know about lead in the home. They must also give a copy of any lead inspection report, risk assessment report, Letter of Compliance or Letter of Interim Control. **This package is for compliance with both state and federal lead notification requirements.**

Real estate agents must also tell prospective purchasers that under the state Lead Law, a new owner of a home built before 1978 in which a child under six will live or continue to live must have it either deleaded or brought under interim control within 90 days of taking title. This package includes a check list to certify that the prospective purchaser has been fully notified by the real estate agent. This certification should be filled out and signed by the prospective purchaser before the signing of a purchase and sale agreement, a lease with an option to purchase or a memorandum of agreement used in a foreclosure sale. It should be kept in the real estate agent's files. After getting notice, the prospective purchaser has at least 10 days, or longer if agreed to by the seller and buyer, to have a lead inspection or risk assessment if he or she chooses to have one, except in cases of foreclosure sales. There is no requirement for a lead inspection or risk assessment before a sale. A list of private lead inspectors and risk assessors licensed by the Department of Public Health is attached and can also be found on the Childhood Lead Poisoning Prevention Program's website at www.mass.gov/dph/clppp.

Sellers and real estate agents who do not meet these requirements can face a civil penalty of up to \$1,000 under state law; a civil penalty of up to \$10,000 and possible criminal sanctions under federal law, as well as liability for resulting damages. In addition, a real estate agent who fails to meet these requirements may be liable under the Massachusetts Consumer Protection Act.

The property transfer notification program began in 1988 and has been very successful. It provides information you need to protect your child, or your tenants' child, from lead poisoning. Massachusetts has a tax credit of up to \$1,500 for each unit deleaded. There are also a number of grants and no-interest or low-interest loans available for deleading. It's up to you to do your part toward ending lead poisoning.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT. LEAD POISONING IS THE NATION'S LEADING ENVIRONMENTAL HAZARD AFFECTING CHILDREN. DON'T GAMBLE WITH YOUR CHILD'S FUTURE.

What is lead poisoning? How do children become lead poisoned?

Lead poisoning is caused by exposure to lead in the environment. It is most dangerous for children under six years old. In young children, too much lead in the body can cause permanent harm to the brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavioral problems. The main way children get lead poisoned is by swallowing lead paint dust. They do not have to chew on leaded surfaces or eat paint chips to become poisoned. Most childhood lead poisoning is caused by children's normal behavior of putting their hands or other things, such as toys, in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. Children can also be exposed to lead from such other sources as lead-contaminated soil or water, but these sources alone rarely cause lead poisoning. Lead can be found in soil near old, lead-painted houses. If children play in bare, leaded soil, or eat vegetables or fruit grown in such soil, or if leaded soil is tracked into the home and gets on children's hands or toys, lead may enter their bodies.

What are the symptoms of lead poisoning? How is it detected?

Most lead poisoned children have no special symptoms. The only way to find out if a child is lead poisoned is to have his or her blood tested. The Massachusetts Lead Law requires all children between 9 months and 3 years old to be screened annually for lead, and again at age 4 if living in a high-risk community. If your child has been exposed to lead, or if you do not know if your child under age six has been screened for lead, ask your child's doctor, other health care provider or your local board of health for a simple screening test of your child.

What is the treatment for lead poisoning?

Treatment of a lead poisoned child starts with finding and removing the lead hazards to which the child is exposed. This will include a lead inspection of the child's home, and if lead hazards are identified, deleading of the home. Medical treatment depends on the child's blood lead level and the child's response to the removal of the lead source. Parents will be taught about protecting their child from lead exposure. They will need to watch the child's progress through frequent blood tests. If necessary, the child may receive special drugs to help rid his body of excess lead. With this treatment, drugs are given daily for as long as several weeks. Sometimes this must be done more than once. A child who has been lead poisoned will need a lot of blood tests for a year or more. He or she should be tested for learning problems before starting school.

Are children under six years old the only ones at risk of lead poisoning?

No. Young children are usually more easily and seriously poisoned than older children or adults, but lead is harmful to everyone. Lead in the body of a pregnant woman can hurt her baby before birth. Older children and adults who live in older housing with lead paint hazards may become exposed to lead and could potentially develop lead poisoning through home renovation. Most lead poisoning in adults is caused by work-related exposure or home renovation. Even hobby supplies, such as stained glass, bullets and fishing sinkers, can expose people to lead. Lead poisoning in adults can cause high blood pressure, problems having children for both men and women, digestive problems, nerve disorders, memory loss and problems concentrating, and muscle and joint pain. Adults who have any of these symptoms and who have been exposed to lead should consider being screened for lead. Those who are regularly exposed to lead through their work are required by law to have their blood tested once a year for lead.

What are the dangers of lead paint in homes, and when was it used?

Lead paint in homes causes almost all childhood lead poisoning. Lead is so harmful that even a small amount of fine lead dust that cannot be seen can poison a child. Lead paint covered by layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear, or home repair work. When such lead paint is on moving surfaces, such as windows, fine lead dust is released through normal use. This dust settles, where it can be easily picked up on children's toys and fingers. Household paint with poisonous (now illegal) levels of lead was in use in Massachusetts from the 1690s until 1978. In 1978, the U.S. government banned lead from house paint. Lead can be found in all types of pre-1978 homes: homes in cities, suburbs or the countryside; private housing and state or federal public housing; single-family and multi-family homes. The older the house, the more likely it is to contain lead paint. The older the paint, the higher the likely lead content.

Can routine home repairs cause lead poisoning?

There can be a danger of lead poisoning whenever painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Do not use power sanders, propane torches or heat guns to remove lead paint, as these methods create a lot of lead dust and fumes. Temporarily move your family (especially children and pregnant women) out of the home while the work is being done and cleaned up, or at a minimum, tape up plastic sheets to completely seal off the work area. Get a lead inspection done, so that you will know which surfaces have lead paint and need extra care when preparing for and doing home repair work, and during cleanup afterwards. Do not do repairs in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning result each year from do-it-yourself home projects.

How does the owner of a home built before 1978 in which a child under six years old lives meet the requirements of the Massachusetts Lead Law?

The first step is to have a lead inspection or risk assessment done. A licensed lead inspector will test the surfaces of the home for lead and give the owner a written report that states where there is lead in amounts considered a violation by state law, and record any lead hazards that must be corrected. A risk assessor, who is a specially licensed lead inspector, will do a lead inspection plus a risk assessment, during which he or she checks the home for the most serious lead hazards that must be fixed for interim control. (See question about interim control, below.) Only a licensed deleader may do high-risk work, such as removing lead paint or repairing chipping and peeling lead paint. Either a deleader, the owner or someone who works for the owner (an agent) can do certain other deleading and interim control tasks. (See next question.) An owner or agent must get special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor returns to check the home. He or she may take dust samples to test for lead and makes sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or a Letter of Interim Control. After getting one of these letters, the owner must take reasonable care of the property, mainly by making sure there is no peeling lead paint.

Can I do some of the deleading myself?

In Massachusetts, the owner or someone who works for the owner (an agent) can do certain deleading activities. These include covering surfaces with certain materials; removing certain building parts; capping baseboards; installing vinyl siding on the exterior, and applying encapsulants. Encapsulants are special liquid coatings made to be long-lasting barriers over lead paint. Before any of these deleading tasks are done, the owner must first have a lead inspection done and whoever is going to do the work must get special training. Contact CLPPP for information about this training. In addition, owners or their agents can perform structural repairs and lead dust cleaning for interim control. Before doing this work, owners and agents should get and read CLPPP's interim control booklet.

Is there financial help for deleading?

There is a state income tax credit of up to \$1,500 per unit for full deleading. A credit of up to \$500 per unit is available for interim control work that also contributes to full deleading. There are also grants and no-interest, deferred loans, or low-interest loans available to eligible property owners. These funds are available through the U.S. Department of Housing and Urban Development, the Massachusetts Executive Office of Communities and Development, the Massachusetts Housing Finance Authority, local city and town community development planning departments, and banks.

Does deleading improve the value of my property?

Many homeowners have found that the benefits of deleading are not unlike the benefits of other home improvement projects. Replacement windows and doors can save the homeowner money because they are more energy efficient. Having a legally deleaded home, whether it is a single-family or multi-family, owner-occupied or rental unit, can make it easier to sell or rent, often at a better price.

What surfaces must be deleaded for full compliance with the Massachusetts Lead Law?

Owners of homes built before 1978 where children under six years of age live must have the following lead hazards corrected to get a Letter of Compliance:

- * any peeling, chipping or flaking lead paint, plaster or putty;
- * intact lead paint, other coating or putty on moveable parts of windows with sills five feet or less from the floor or ground and those surfaces that come in contact with moveable parts;
- * intact lead paint or other coating on "accessible mouthable surfaces." These surfaces generally include woodwork, such as doors, door jambs, stairs and stair rails, and window casings.

What is interim control?

Interim control is a set of temporary measures that property owners can take to correct urgent lead hazards, especially peeling or chipping lead paint and lead dust. These steps protect residents from lead poisoning until the home is fully deleaded. Homes in good condition may need little or no work to get interim control status. Owners then have up to two years before they have to fully delead the home. For that period, they are protected from strict liability under the state Lead Law should a child become lead poisoned in the home, as long as the home is maintained and the conditions for interim control are met. In addition to the repair of peeling and chipping lead paint and the cleaning of lead dust, other work may be necessary for interim control. This includes fixing water leaks or other damage that makes lead paint peel and chip; making window wells smooth and easy to clean; making windows work properly and deleading any badly chipping and peeling lead-painted surfaces.

Property owners interested in interim control must hire a licensed risk assessor. He or she will then decide what work, if any, needs to be done to get a Letter of Interim Control. The original Letter of Interim Control is good for one year. The property owner can have the home reinspected before the end of that year, and if all conditions are met, the home can be recertified for another year. By the end of the second year, the home must be deleaded, if a child under six still lives there, for the owner to remain free of strict liability.

Does my family have to be out of the house during deleading or interim control work?

Residents must be out of the house for the entire time that a deleader is doing deleading work inside a home, and for some of the deleading work by owners and their agents. Residents may stay at home, but out of the work area, while a deleader, property owner or owner's agent without a deleader's license does certain other deleading tasks, or such interim control work as structural repairs or lead dust cleaning. Residents who have been out of the house may not return until the deleading work that made it necessary for them to leave is complete, the home is cleaned up, and a lead inspector or risk assessor has checked and found this work has been properly done and dust samples have passed. For complete details, contact CLPPP.

Are there any exemptions to the Massachusetts Lead Law?

The Lead Law applies only to homes built before 1978 in which a child under six lives. Any home or apartment having fewer than 250 square feet of living space, or which is in a rooming house, is exempt, as long as no child under age six is living there. Finally, homes rented for 31 days or less for vacation or recreational purposes are also exempt, as long as there is no chipping or peeling lead paint in the home and the renter has received the Short-Term Vacation Rental Notification.

What are the requirements of the state Lead Law if there is a lease with an option to buy?

When there is a lease with an option to buy a home built before 1978 in effect, the owner of the property must have it deleaded or brought under interim control if a child under six lives there. If the tenant with an option to buy such a home proceeds to purchase it, he or she becomes responsible for meeting the requirements of the Lead Law if a child under six lives there after the purchase.

How can I find out about how lead inspections, risk assessments and deleading should be done?

All lead inspections, risk assessments and deleading must be done according to the Regulations for Lead Poisoning Prevention and Control, 105 Code of Massachusetts Regulations 460.000 and the Deleading Regulations, 454 CMR 22.00. For full information, homeowners may get these regulations at the State House Book Store, State House, Boston, MA 02133. The phone number is (617) 727-2834.

Lead inspectors and risk assessors licensed by the Department of Public Health have been trained and are experienced in using the state-approved methods for testing for lead paint. These methods are the following: use of a solution of sodium sulfide, a portable x-ray fluorescence machine or lab tests of paint samples removed from the home. Deleaders licensed by the Department of Labor and Workforce Development have been trained to use safe methods to prepare for and do deleading work, and clean up afterwards. They may delead using any of the following methods: removing paint, removing building parts, covering and encapsulating. When removing paint, they cannot use certain very dangerous methods, such as open flame burning, dry abrasive blasting or power sanding without a special vacuum attachment.

How do I get a lead inspection or risk assessment?

Included as part of this notification package is a listing of private licensed lead inspectors organized alphabetically, and private licensed risk assessors, similarly organized. Ask to see the inspector or risk assessor's license, to make sure it is current. You should arrange for the inspection or risk assessment as quickly as possible after deciding you want one. If you do have an inspection or risk assessment, you must give the seller a copy of the report.

What is the best time to delead or undertake interim control?

The best time to delead a home or bring it under interim control is when the home is vacant, so that residents will not be exposed to lead and household furnishings will not be contaminated with lead. In addition, it often is efficient, and reduces costs, to combine deleading with other repair work being done to a vacant home.

What is a Letter of Compliance and a Letter of Interim Control?

Under the state Lead Law, a Letter of Compliance is a legal letter that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector. A Letter of Interim Control is a legal letter that says work necessary to make a home temporarily safe from lead hazards has been done. It is signed and dated by a licensed risk assessor. A Letter of Interim Control is good for one year, but can be renewed for one more year. The owner must fully delead the home and get a Letter of Compliance by the end of the second year if a child under six still lives there. The Lead Law does not require the removal of all lead paint from a home. An owner who gets a Letter of Compliance or Letter of Interim Control must take reasonable care to keep up the home, mainly by making sure there is no chipping or peeling lead paint. If an owner fails to take reasonable steps to maintain the home, he or she may become liable for damages to a child lead poisoned as a result of the owner's breach of that duty of reasonable care.

RENTAL PROPERTY INFORMATION

What liability do rental property owners have if they don't comply with the state Lead Law?

If a property owner of a home built before 1978 in which a child under six lives fails to delead or bring the home under interim control, and a child is lead poisoned as a result, the property owner is strictly liable for all damages. An owner is not strictly liable for lead poisoning if a Letter of Compliance or Letter of Interim Control is in effect. Strict liability means owners may be liable even if they did not know lead paint was in the home. Since harm to the kidneys and blood cells, delays in growth, learning disabilities and emotional and behavioral disturbances resulting from lead poisoning can have life-long effects, monetary damages awarded against an owner responsible for a child's lead poisoning can be substantial. Failing to delead or bring under interim control a home to which the Lead Law applies is also an emergency public health matter, and can carry criminal penalties. An owner who is notified by a public agency of Lead Law violation in a property he or she owns, and who willfully fails to correct the dangerous conditions, is also subject to punitive damages, which are three times the actual damages found. These provisions are in addition to any other legal rights the lead-poisoned child may have.

Can I avoid state Lead Law requirements by not renting to a family with children under six?

The Massachusetts Lead Law makes it illegal to refuse to rent to families with children under six, or evicting or refusing to renew the lease of families with children under six, because of lead paint. Discrimination against families with young children is also a violation of the U.S. Fair Housing Act and the Massachusetts anti-discrimination statute. Parents cannot waive the rights of their children to live in lead-safe housing or agree to assume the risks of lead exposure. Owners who violate these laws face heavy penalties. The Massachusetts Commission Against Discrimination investigates and prosecutes cases of discrimination against families with children because of lead paint.

It is also illegal for lenders to deny financing because a home has lead paint, or because financing could trigger future duties under the Lead Law. This does not restrict the right of a lender to process or deny a mortgage application in accordance with accepted underwriting practices and criteria.

If I am considering buying a pre-1978 house to rent out, and a child under six lives in one of the apartments, should I have at least that unit and common areas inspected for lead now?

Yes. If there are children under six living in such an apartment and the apartment does not have a Letter of Compliance or Letter of Interim Control, buyers should find out whether or not the apartment has lead hazards and will have to be brought into compliance with the state Lead Law. This information will be important in deciding whether to buy the property and at what price. As noted above, new owners have 90 days from the date of taking title to have such an apartment deleaded or brought under interim control. Therefore, they should arrange deleading or interim control work to begin as soon as possible after taking title, to be sure the work is done within 90 days.

Can a landlord delay a tenancy to bring a home into compliance with the state Lead Law?

A landlord who will be deleading a home or bringing it under interim control may delay the start of the tenancy up to 30 days. This can be done as long as a lease between the landlord and the new tenant does not exist. During this delay period, the new tenants are responsible for their living expenses. If there is a signed lease, however, the landlord is responsible for temporary housing during relocation necessary for deleading work.

Must a landlord arrange temporary housing for a tenant while a rental home is being deleaded?

Under the state Lead Law, tenants have to be relocated for the time that certain deleading work is taking place inside the home. They may not return until that work is done, the home is cleaned up, and a licensed lead inspector or risk assessor checks and finds it is fine for residents to move back in.

The landlord and tenant are responsible for working out an acceptable plan for alternative housing if it is necessary. The landlord may move the tenant to another place to live, which may be another house, apartment, motel or hotel. The landlord is responsible for paying the tenant's reasonable moving costs and any temporary housing costs over and above the rent of the home being deleaded. During the time the home is being deleaded, the tenant remains responsible for paying the normal rent they would pay for this period as their share of the cost of temporary housing. The Lead Law states the temporary housing must not cause undue economic or personal hardship to the tenant.

What is tenant notification?

The goal of the federal and state requirements for tenant notification is to help reduce lead poisoning by giving all tenants of homes built before 1978 information about lead in their home. The program also educates tenants and landlords about the dangers of lead poisoning, its prevention, and the Massachusetts Lead Law. Tenant notification applies to all tenants, whether or not they have a child under six living with them.

Before renting a home, landlords, managing agents or any real estate agent involved in the rental must give new tenants copies of any existing lead forms for the home. These include lead inspection reports, risk assessment reports, a Letter of Compliance (no matter how old) or a Letter of Interim Control. If the landlord or agent does not have any or all of these forms for the home, he or she simply does not give them. In addition, the landlord or agent must give new tenants the Tenant Lead Law Notification. This form addresses lead poisoning, specific prevention tips for parents, the requirements of the Lead Law and an explanation of the lead forms. Attached to the Tenant Lead Law Notification is the Tenant Certification form. This is to be filled out and signed by both the tenant and the landlord or agent. Each party gets a copy to keep. **These forms have been approved to satisfy both state and federal lead notification requirements.** Landlords or agents may choose to include the Tenant Lead Law Notification/Tenant Certification form in a written lease, instead of using a separate form.

Landlords and agents who fail to carry out their tenant notification obligations are liable for all damages caused by their failure to do so, and are subject to a fine of up to \$1,000.

INSURANCE INFORMATION

How can an owner of rental housing in Massachusetts built before 1978 get insurance to cover potential lead liability?

The answer depends on the number of units that the property owner wishes to insure, and whether the property owner lives in the building for which insurance is sought. An owner-occupant who insures four or fewer units may be covered by homeowners insurance. Generally, the property owner who is not an owner-occupant will need to get commercial liability insurance, as will an owner-occupant who wishes to insure more than four units.

Homeowners insurance may be available from several different sources: the regular, "admitted" market, the FAIR Plan or the "surplus lines" market. The regular, "admitted" market is the usual market for insurance. The FAIR Plan offers homeowners insurance to property owners unable to find coverage in the regular market. The "surplus lines" market is a less regulated, and generally more expensive market. It provides insurance to those who cannot find coverage elsewhere.

Under state Division of Insurance regulations, if an insurer in the regular market decides to write homeowners insurance on rental housing for which a Letter of Compliance or Letter of Interim Control is in effect, the insurer must provide coverage of lead paint liability arising from those premises. **Neither the state Lead Law nor the insurance regulations require a regular market insurer to write liability insurance, including homeowners insurance, on a particular property.** If a Letter of Compliance or Letter of Interim Control is in effect for only part of a property, the coverage for lead liability will extend to only that part of the property. Such insurance will also apply to any common areas covered by the Letter of Compliance or Letter of Interim Control. It will not, however, extend to injuries resulting from gross or willful negligence. The FAIR Plan's coverage of lead liability is subject to the same regulations that apply to the regular market.

An insurer in the regular market, or the FAIR Plan, may ask the property owner to prove that there is a Letter of Compliance or a Letter of Interim Control for the home sought to be insured. Once the proof is provided, coverage for lead liability will apply as of the date of the Letter. If the Fair Plan determines that a given property is eligible for insurance, or if a regular market insurer elects to insure certain premises, either may exclude lead liability coverage on any part of the property it insures to which no Letter of Compliance or Letter of Interim Control applies. If either the Fair Plan or a regular market insurer uses such an exclusion, it must offer the owner of the premises the chance to buy back the excluded coverage. There is an additional charge for the lead liability "buyback" coverage. The amount of this charge is regulated by the Division of Insurance.

In the surplus lines market, there is no requirement to cover lead liability arising from premises to which a Letter of Compliance or Letter of Interim Control applies. Surplus lines insurers generally exclude coverage of lead liability, do not offer the buyback coverage, and charge higher prices than the regular market.

Since the FAIR Plan does not provide commercial liability insurance, property owners who need to get such coverage (as opposed to homeowners insurance) must get it from either the regular market or the surplus lines market. Commercial liability insurance from the surplus lines market, like homeowners insurance from that market, usually will exclude coverage of lead liability, will not include the buyback option, and will cost more than regular market coverage.

While a regular market insurer can decline to write commercial liability insurance on a given property, once such an insurer decides to write such coverage, it must then insure lead liability arising from any part of the property covered by a Letter of Compliance or Letter of Interim Control. If such an insurer chooses to insure a property, it may exclude coverage of lead liability on any part of the premises for which no Letter of Compliance or Letter of Interim Control is in effect. If such insurer applies such an exclusion, it must offer the property owner the opportunity to buy back the excluded coverage. The lead liability insurance regulations described above as applicable to regular market homeowners insurance also apply to commercial liability insurance from the regular market.

Owners of rental housing should try to get coverage for lead liability, whether they have met the requirements of the Lead Law or not, by seeking regular market coverage through insurance agents, or by contacting direct writing companies that are listed in the telephone directory, before resorting either to the FAIR Plan or the surplus lines market.

If I own and occupy a single-family house, does my homeowners insurance cover lead liability?

Under the state lead liability insurance regulations, coverage of lead liability cannot be excluded from regular market and FAIR Plan homeowners insurance policies on single-family owner-occupied homes. Instead, lead liability coverage is included in such policies. However, a family member covered by a homeowners policy cannot make a lead liability claim against another family member covered by the same policy. The requirements of the lead liability insurance regulations do not apply to homeowners coverage from the surplus lines market.

How are new owners affected by the lead liability insurance regulations?

If a buyer of rental housing built before 1978 meets the state Lead Law's requirements and gets a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner, then, under certain conditions, they will be able to get coverage for lead liability for the period they owned the property before they deleaded or brought it under interim control. This will happen if a regular market insurer chooses to provide liability coverage on the property. Such an insurer is required to provide lead liability coverage to a new owner who obtains a Letter of Compliance or Letter of Interim Control within 90 days after becoming the owner of the property. Such coverage will go back to the time that the new owner took title to the property, unless the liability insurance went into effect some time

after the taking of title. In the latter case, the coverage of lead liability will extend back to the time that the liability insurance held by the new owner first went into effect on the premises. The rule for new owner lead liability insurance coverage for the FAIR Plan is the same as for the regular market. These special rules for lead liability insurance for new owners do not apply to insurance from the surplus lines market.

What happens next?

That's up to you. At this point, you should be well informed about lead poisoning, the effects of lead hazards in the home, and your responsibilities under the Massachusetts Lead Law. In the past, the Department of Public Health has had to devote its childhood lead poisoning resources to provide services to the thousands of Massachusetts children who were poisoned, as well as to providing services to children whose blood lead levels are elevated, to prevent them from becoming lead poisoned. Between the Department's work and the preventive deleading carried out by property owners, we have been successful at reducing the number of lead poisonings among young children in Massachusetts. All of us at the Department are hopeful that we will continue that partnership, in which the correction of lead hazards in the homes of young children *before* those children are lead poisoned is so important.

Where can I get more information on lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, and full range of
information on owners' and tenants' rights and
responsibilities under the state Lead Law, financial help
for owners, safe renovation work, and soil testing)
www.mass.gov/dph/clppp
(781)-774-6611, 1-800-532-9571

Massachusetts Department of Labor/
Division of Occupational Safety
(List of licensed deleaders)
www.mass.gov/dos
(617)-626-6962

Massachusetts Housing Finance Agency
(Get the Lead Out loan program information)
www.masshousing.com
(617)-854-1000

U.S. Environmental Protection Agency
Region 1 (New England)
(Information about federal laws on lead)
<http://www.epa.gov/region1>
(617)-918-1524

National Lead Information Center
(lead poisoning information or lead in
consumer products)
www.epa.gov/lead or 1-800-424-LEAD

U.S. Consumer Product Safety
Commission (Info about lead in
consumer products)
www.cpsc.gov or 1-800-638-2772

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).
☐ Lead Inspection Report; ☐ Risk Assessment Report; ☐ Letter of Interim Control; ☐ Letter of Compliance
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- | | | |
|--|--------------------------|--|
| | | Purchaser or lessee purchaser has received copies of all documents checked above. |
| | | Purchaser or lessee purchaser has received no documents. |
| | | Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification. |
| | | Purchaser or lessee purchaser has (check (i) or (ii) below): |
| | ☐ | received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or |
| | ☐ | waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. |

Agent's Acknowledgment (initial)

- (g) Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Fabrizio Machado
 Seller _____ Date _____

 Seller _____ Date _____

 Purchaser _____ Date _____

 Purchaser _____ Date _____

Nancy Dowling
 Agent _____ Date _____

 Agent _____ Date _____

Address of Property 201 Thorndike Street, Lowell, MA. Unit 1-23

BK9302

BK3302

PG 46

55667

MASTER DEED

KEITH ACADEMY CONDOMINIUM

Philip S. Singleton and Carl F. Saunders, Trustees of the 201 Thorndike Street Realty Trust, under Declaration of Trust dated April 4, 1985, and recorded with Middlesex North Registry of Deeds at Book 3001, Page 99 (the "Declarant"), do hereby submit the premises described below to the provisions of Chapter 183A of the Massachusetts General Laws and do hereby create a condominium with respect to said premises to be governed by the provisions of said Chapter 183A.

1. Name: The name of the condominium shall be: KEITH ACADEMY CONDOMINIUM (the "Condominium").

2. Trust: The Condominium shall be managed and regulated on behalf of the Unit Owners by the Trustees (the "Trustees") of the Keith Academy Condominium Trust pursuant to the Declaration of Trust (hereinafter sometimes called either the "Condominium Trust" or the "Declaration of Trust") recorded herewith in the Middlesex North Registry of Deeds (the "Registry of Deeds"). The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled hereunder. The names and business addresses of the Trustees of the Condominium Trust are as follows:

1. Philip S. Singleton
83 Pine Street
Peabody, MA
2. Carl F. Saunders
83 Pine Street
Peabody, MA
3. Michael P. McNiff
83 Pine Street
Peabody, MA

112PM12/30/85A RECORDED \$43.00

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts. They have also adopted rules and regulations (the "Rules and Regulations") which are appended to the Declaration of Trust as Exhibit A thereto.

3. Description of Land: The premises which constitute the Condominium consist of certain land in Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto, together

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with the buildings and improvements thereon, now known and numbered as 201 Thorndike Street, Lowell, Massachusetts, which land and improvements are shown on Sheet 1 of the plans recorded herewith which is more particularly entitled: "SITE PLAN OF LAND IN LOWELL, MASSACHUSETTS PREPARED FOR KEITH ACADEMY CONDOMINIUMS DECEMBER 16, 1985 T&M ENGINEERING ASSOCIATES INC., 83 PINE STREET PEABODY, MASSACHUSETTS SCALE 1" = 20'."

4. Description of Building and Improvements: The condominium consists of five buildings. The Buildings (hereinafter referred to as the "Building" or the "Buildings"), designated as 201 Thorndike Street, Lowell, Massachusetts, and other improvements comprising the Condominium are described in Exhibit B attached hereto.

5. Designation of Condominium Units and their Boundaries: The Building has been divided into 56 Units (the "Units"). The Units and their designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive data thereof are set forth in Exhibit C attached hereto and on the floor plans annexed hereto.

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

- (a) Floors: The plane of the upper surface of the concrete slab, basement floor or wood floors.
- (b) Ceilings: The plane of the lower surface of the roof rafters, the plane of the underside of the roof sheathing and the plane of the lower surface of the floor structure above.
- (c) Interior Building Walls between Units: The plane of the wall studs facing the interior of the Unit.
- (d) Exterior Building Walls, Doors, Windows and Screens: As to walls - the plane of the interior surface of the wall studs; as to doors - the exterior surface thereof; as to windows - the exterior surface of the glass and window frames or the exterior surface of screens, if any; as to basement walls - the interior surface of the concrete or wall studs, as the case may be.

Notwithstanding the boundaries for Units set forth above, if any interior bearing wall is wholly or partially located within the boundaries of a Unit established by the walls, floors and ceilings of such Unit as described above, the structural components of such interior bearing wall shall be a common element of the Condominium and shall not be part of the Unit, but the plaster,

PG 48

wall board, panelling or any other finish treatment of such interior bearing wall shall be part of the Unit.

6. Description of Common Areas and Facilities: Storage Spaces; Parking Spaces:

(a) The common areas and facilities of the Condominium consist of the entire premises except for the Units and include, without limitation, the following:

(i) The land above described, together with the benefit of and subject to all rights, easements, restrictions, agreements and other matters of record listed in Exhibit A so far as the same may be in force and applicable;

(ii) The foundations, structural columns, girders, beams, supports, exterior and interior bearing walls, the floor and ceiling slabs, the roofs, entrances to and exits from the Buildings (other than through a Unit), common walls and the balconies of the Building;

(iii) The entrance lobbies, halls and corridors serving more than one Unit; stairways not wholly contained within a Unit; basements, and any sub-basements, of the Building; elevators (including the elevator pits and elevator pent-houses) and mailrooms;

(iv) The storage areas located in the basement levels of the Building (but excluding any personal property stored by Units Owners and also excluding all telephone equipment, panels, cables, cable television panels, and electrical transformers and associated equipment, all of which are owned by third parties and not by the Declarant); the laundry rooms located in the basement levels of the Building (but excluding the laundry equipment located within such laundry rooms as of the date of this Master Deed, which laundry equipment is owned by third parties and not by the Declarant).

(v) Installations of central services such as power, light, gas, heat, air-conditioning, hot and cold water, telephone, cable television, and waste removal, including all equipment, wires, cables, pipes, ducts, vents and other facilities attendant thereto (but not including equipment or facilities contained within and servicing a single Unit);

(vi) All conduits, ducts, plumbing, plumbing chases, wiring, flues and other facilities for the furnishing of utility services, heat or air-conditioning or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto (whether

through access panels or otherwise) through, in and over any of the Units in favor of the Trustees of the Condominium Trust for maintenance, repair and replacement;

(vii) All building equipment and other common equipment wherever located in, on or around the Building which is solely used in connection with the Condominium;

(viii) The yards, lawns, gardens, walkways and the improvements thereon and thereof, including walls, fences, bulkheads, railings, steps, lighting fixtures, planters and signs;

(ix) The parking facilities and access ramps, driveways and walkways incident to the use thereof;

(x) The swimming pool and cabana;

(xi) Such additional common areas and facilities as may be defined by said Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purpose subject to the terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations.

(b) There are 112 parking spaces contained within the parking facilities included among the common areas of the Condominium, all as shown on the plans recorded with this Master Deed. As a part of the listing in Exhibit C of the Units and their applicable percentage interests in the common areas there is a listing of the specific parking space(s) designated for use in connection with each specific Unit which spaces are shown as "Proposed Parking" on the site plan referred to in Section 3 above. Incident to the conveyance of each Unit, there will be conveyed to the owner of such Unit a perpetual and exclusive right and easement in gross to use the parking space(s) specifically designated for use in connection with such Unit. Each such easement shall be deemed to include also the right and easement in common with others to use the access ramps and driveways serving the parking facilities. The ownership of such easement shall not be separated from the ownership of the Unit to which it relates. Any parking space contained in the parking facilities but not specifically designated for use in connection with a specific Unit shall be available for use by the various Unit Owners and their invitees, subject, however, to the terms and conditions of this Master Deed and the Declaration of Trust and the Rules and Regulations applicable thereto.

(c) There are storage areas located within the basement level of each of the Buildings, as shown on the plans recorded with this Master Deed. As a part of the listing of the Units and their applicable percentage interests in the common areas, there

PG 50

is a listing of the specific storage area designated for use in connection with certain of the Units. Incident to the conveyance of each Unit, there will be conveyed to the owner of such Unit a perpetual easement in gross to use the storage area specifically designated for use in connection with such Unit. The ownership of such easement shall not be separated from the ownership of the Unit to which it relates. Any storage area contained in the basement and not specifically designated for use in connection with a specific Unit shall be available for use by the various Unit Owners and their invitees, subject, however, to the terms and conditions of this Master Deed and the Declaration of Trust and the Rules and Regulations applicable thereto.

7. Unit Owners' Percentage Interest in Common Areas and Facilities:

The percentages of undivided interest of the respective Units in the common areas and facilities have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the then aggregate fair value of all Units. The undivided interest in the common areas and facilities attributable to each Unit is set forth in Exhibit C attached hereto.

Such undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

8. Plans: Simultaneously with the recording hereof, there has been recorded a set of plans of the Buildings and the parking facilities of the Condominium, showing the layout, location, unit numbers and dimensions of the Units, and the location and designation of parking spaces, stating the address of the Buildings and bearing the verified statement required by said Chapter 183A certifying that the plans fully and accurately depict the layout, locations, unit numbers and dimensions of the Units as built. Those plans are hereby incorporated by this reference and made a part of this Master Deed.

9. Purposes: The Buildings and the Units and other facilities therein are intended to be used solely for residential purposes.

The Declarant may, until all of the Units have been sold by the Declarant, (a) rent, license or lease any Unit which has not been sold, and (b) use any Unit or Units owned by the Declarant as a model for display, or as an office, for purposes of sale or leasing of Units.

10. Restrictions on Use:

(a) The Units shall only be used for residential purposes, except that an occupation or profession customarily carried out in a dwelling unit, in which no signs or advertising are employed and where the visits of business associates, clients and/or the general public are infrequent, is permitted to the extent that it is also permitted by applicable zoning ordinances and other applicable laws.

(b) No Unit shall be occupied as a residence (i) by more than one (1) family unit (including adopted children) or (ii) by more than two (2) persons unrelated by blood, marriage or adoption. No Unit or part thereof shall be leased or rented except under a written agreement providing for a term of at least 30 days' duration.

(c) The architectural integrity of the Buildings and the Units shall be preserved without modification except as provided herein, and to that end, without limiting the generality of the foregoing, unless expressly permitted by some other provision of this Master Deed or the Declaration of Trust or otherwise permitted by an instrument in writing duly executed by a majority of the Trustees of the Condominium Trust then in office and pursuant to provisions of the By-Laws: (i) no awning, screen (other than an ordinary window screen), antenna, sign, banner or other device shall be erected or placed upon the exterior portion of any Unit, 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; (ii) no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door or door frames shall be made; and (iii) no painting, attaching of decalcomania or other decoration shall be done on any exterior part of the surface of any Unit nor on the interior surface of any window. However, this Section 10(c) shall not restrict the right of any Unit Owner to decorate the interior of such Unit Owner's Unit as such Unit Owner may desire.

(d) Except as may be specifically provided in this Master Deed or in the Declaration of Trust, no Unit Owner shall, in any way whatsoever, alter, remove, or otherwise modify, or permit to be altered, removed, or otherwise modified, any structural component(s) of any Unit. However, a Unit Owner may, at any time and from time to time and at such Unit Owner's sole cost and expense, change the use and designation of any room or space within such Unit Owner's Unit and may modify, remove and install non-bearing walls

lying wholly within such Unit, provided that (i) 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 during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Trustees prior to the commencement of any such work, which approval shall not be unreasonably withheld or delayed, and (ii) if such work involves the removal, relocation or addition of an interior non-bearing wall in a Unit, a revision of the appropriate portion of the plans recorded herewith shall be recorded in the Registry of Deeds (which plan shall show the Unit as changed by such work) together with a certificate signed by at least two (2) Trustees certifying that all such work has been performed with the approval of the Trustees as required by this subsection 10(d).

(e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust or the Rules and Regulations, as the same may be amended from time to time.

The above restrictions shall be for the benefit of the Unit Owners and the Trustees of the Condominium Trust, and shall be enforceable solely by a Unit Owner or the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, 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 Section 10 except such as occur during such Unit Owner's ownership of any Unit.

Notwithstanding anything to the contrary set forth above, each Unit Owner (by its acceptance of the deed to its Unit) and each Trustee (by his execution of the Declaration of Trust) shall be deemed conclusively to have acknowledged and consented to the right of each Unit Owner which purchases a Unit from the Declarant to cause the construction of its Unit, pursuant to a Construction Contract entered into incident to (and pursuant to the terms of) its acquisition of its Unit from the Declarant.

11. General and Special Amendment of Master Deed: (a) Unless otherwise permitted by other provisions hereof, this Master Deed may be amended only by an instrument in writing signed by Unit Owners entitled in the aggregate to at least seventy-five percent (75%) of the undivided interest in the common areas and

facilities, and duly recorded with the Registry of Deeds as set forth below in this Section 11, provided, however, that:

(i) 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 owner of the Unit so altered;

(ii) 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;

(iii) No instrument of amendment affecting any Unit upon which there is a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(iv) 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 shall be of any force or effect.

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.

(b) In the event it shall ever be determined by the Trustees that an amendment to either this Master Deed or the Declaration of Trust is necessary to comply with any provision of Chapter 183A, all Unit Owners shall immediately execute, acknowledge and deliver such amendment to the Trustees (in such form as reasonably prescribed by the Trustees) and each and every Unit owner (each Unit Owner for purposes of giving this indemnity is called an "Indemnifying Unit Owner") hereby agrees to indemnify and hold harmless each and every other Unit Owner, the Trustees and the Declarant from any loss, damage, injury or expense (including reasonable attorney's fees) which any of the other Unit Owners, the Trustees or the Declarant may suffer due to the failure or refusal of such Indemnifying Unit Owner to sign such amendment; provided, however, that no Unit Owner shall be required to execute any such amendment if such amendment would materially adversely affect the size or layout of such Unit Owner's Unit or such Unit Owner's use and enjoyment of his Unit.

Further, without limiting the generality of the foregoing, by his acceptance of a deed to his Unit, each Unit Owner will be deemed, for himself and for each of his successors in interest, to have irrevocably constituted the Trustees from time to time as his true and lawful attorney-in-fact and agent to effectuate, with full power and authority to act in his name, place and stead

PG 54

to take any action in effectuating and requisite to carry out the intention and purposes of the immediately preceding paragraph, including, but not limited to, the execution, acknowledgement, swearing to, delivering, filing and recording of any necessary amendment to either this Master Deed or the Declaration of Trust. Any instrument executed by a majority of the then Trustees and stating that it is intended to constitute an exercise of the foregoing power of attorney shall, for all purposes, be deemed to constitute a valid exercise of such power of attorney.

12. Encroachments: If any portion of the common areas, facilities or elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas, facilities or elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the common areas, facilities or elements made by or with the consent of the Trustees, or (c) as a result of repair or restoring of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as it exists.

13. Common Areas and Facilities Located Within a Unit: Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities or elements located in any of the other Units and serving such Unit Owner's 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 elements serving such other Units and located in such Unit. The Trustees shall have a right of access, at reasonable times and upon reasonable notice (except that in the event of emergency, entry may be made at any time and without notice), to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities or elements contained therein or elsewhere in the Buildings.

14. Applicable Law: The Units and common areas and facilities and the Unit Owners and Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations, shall be governed by provisions of said 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 or any portion thereof from the provisions of said Chapter 183A.

15. Matters to which the Units are Subject: All present and future owners, tenants, visitors, servants and occupants of any Unit shall be subject to, and shall comply with, the provisions of this Master Deed and any amendments thereto, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by any such owner, tenant, grantee, visitor, servant or occupant, and (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 of such Unit or any part thereof.

16. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) Requirements: Notwithstanding anything in this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations to the contrary (except Section 24 of this Master Deed, which provides that all portions of this Master Deed shall be consistent with said Chapter 183A), the following provisions shall apply for the protection of the holder of any first mortgage (hereinafter a "First Mortgagee") of record with respect to any Unit, and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations 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 so acquired by the First Mortgagee;

(b) Any First Mortgagee who 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, dues, or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(c) Except as provided by statute in case of condemnation of, or substantial loss by casualty to, the Units and/or the common areas and facilities of the Condominium, unless 75% of the First Mortgages (based upon one vote for each first mortgage owned) or Unit Owners (other than the Declarant) have given their prior written approval, the Unit Owners and the Trustees shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) 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 of the Condominium, 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 Mortgages shall be required pursuant to this clause; or

(v) use hazard insurance proceeds collected on account of losses to either the Units or the common areas and facilities of the Condominium for purposes other than the repair, replacement or reconstruction thereof;

(d) No instrument of amendment of this Master Deed or the Declaration of Trust which is considered a material amendment under regulations promulgated by FNMA shall be of any force or effect unless the same has been assented to by holders of First Mortgages on Units representing at least 51% of the votes of Units that are subject to First Mortgages.

(e) A change to any of the following shall be considered as material:

(1) voting rights;

- (2) assessments, assessment liens, or subordination of assessment liens;
- (3) reserves for maintenance, repair and replacement of common areas;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the general or limited common areas, or rights to their use;
- (6) convertibility of units into common areas or vice versa;
- (7) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (8) insurance or fidelity bonds;
- (9) leasing of units;
- (10) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (11) a decision by the Owners' Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (12) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Constituent Documents;
- (13) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (14) any provisions that expressly benefit mortgage holders, insurers or guarantors.

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement, First Mortgagee approval shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

(c) Any determination by the unit owners to terminate the legal status of the Condominium for reasons other than the substantial destruction or condemnation of the Condominium property shall require assent of the First Mortgagee representing at least 67% of the votes of the mortgaged units.

(g) Consistent with the provisions of said Chapter 183A (at such time as the Buildings are assessed for real estate taxes as separate condominium units rather than as a single rental apartment buildings), 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;

(h) In no event shall any provision of this Master Deed, the Declaration of Trust or the By-laws 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 awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(i) A First Mortgagee, upon written request made to the Trustees, shall be entitled to:

(i) receive written notification from the Trustees 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 Declaration of Trust or the By-laws which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an 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 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 such Unit or the common areas and facilities of the Condominium;

(vi) receive prompt written notification of any proposed action requiring the consent of a specified percentage of the eligible holders of mortgages encumbering the Units.

(j) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, 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.

(k) Condominium dues, charges or assessments shall include an adequate reserve fund for maintenance, repairs and replacements of those common elements which must be replaced on a periodic basis, and Condominium dues, charges or assessments for such purpose shall be payable in regular installments rather than as special assessments.

(l) In the event of a taking in condemnation or by eminent domain of part or all of the Condominium, the award made for such taking shall be payable to the Trustees of the Condominium Trust (for the benefit of the Unit Owners and their respective mortgagees) if such award amounts to \$25,000 or less. If the award amounts to more than \$25,000, it shall be payable to the Insurance Trustee (for the benefit of the Unit Owners and their respective mortgagees), if one has been designated, and otherwise to the Trustees of the Condominium Trust (for the benefit of the Unit Owners and their respective mortgagees). Except as herein otherwise provided, damage to or destruction of the Condominium shall be promptly repaired and restored by the Trustees of the Condominium Trust, using the proceeds of the condemnation for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, if there is substantially total destruction of the Condominium and 75% of the Unit Owners vote not to proceed with the repair and restoration of the Condominium, the Trustees of the Condominium Trust or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where that is no repair or restoration of the damage. The Trustees of the Condominium Trust shall be designated to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with respect thereto, and each Unit Owner by acceptance of a Unit Deed shall be deemed to have appointed the Trustees of the Condominium Trust as an attorney-in-fact for that purpose.

The Declarant intends that the provisions of this Section 16 shall 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 may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention. Further, notwithstanding any provision

PG 60

of this Master Deed or the Declaration of Trust to the contrary, the Declarant shall, until the earlier of (i) 120 days after Declarant first owns Units entitled to 25% or less of the beneficial interest hereunder or (ii) three years from the date of recording of the first Unit Deed of the Condominium, have the absolute right to amend this Master Deed and/or the Declaration of Trust from time to time to facilitate the financing of the purchase of a Unit, as requested by FHLMC, FNMA or any proposed first mortgagee, but only so far as necessary to conform the Condominium or the provisions of the Master Deed and/or the Declaration of Trust to the rules, regulations, and guidelines of FNMA, FHLMC or any other similar entity which is or may become involved in the insurance or granting of mortgages, or the purchase of mortgages on the so-called "secondary market," such amendment to become effective when signed and acknowledged by Declarant and recorded with the Registry of Deeds; provided, however, that in no event shall any such amendment materially affect either the substantive rights of any Unit Owner to use and enjoy either his Unit or the common areas and facilities of the Condominium.

The provisions of this Section 16 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

17. Definitions: All terms and expressions herein used which are defined in said Chapter 183A shall have the same meanings herein unless the context requires otherwise.

18. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

19. 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.

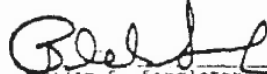
20. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the Massachusetts General

BK3302

PG 61

Laws. In case any of the provisions stated above conflict with the provisions of said Chapter 183A, the provisions of said Chapter 183A shall control.

Executed as a sealed instrument as of the 22nd day of October, 1985.


Philip S. Singleton, as Trustee of
201 Thorndike Street Realty Trust
as aforesaid and not individually


Carl F. Saunders, as Trustee of
201 Thorndike Street Realty Trust
as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

October 22, 1985

Then personally appeared each of the above named Philip S. Singleton and Carl F. Saunders, Trustees as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such trustee and also the free act and deed of said 201 Thorndike Street Realty Trust, before me.


Dorothy Bourneau
Notary Public
My commission expires: August 12, 1991

BK3302

PG 62

EXHIBIT A

The land in Lowell, Middlesex County, Commonwealth of Massachusetts and being shown as Parcel "B" on a plan of land entitled, "Plan of Land in Lowell, Mass. owned by Greater Lowell Family Y.M.C.A., Y.M.C.A. Drive, Lowell, Mass., April 3, 1985, Scale 1" = 20'" McGlinchey Associates, Inc., 146 Depot Road, Westford, MA, Registered Land Surveyors," which plan has been recorded with the Middlesex North Registry of Deeds as Plan No. Book 197, Page 110 bounded and described as follows:

Recorded April 22, 1985

NORTHEASTERLY: by Thorndike Street, as shown on said plan, 254.67 feet;

SOUTHERLY and SOUTHEASTERLY: by Parcel "A" as shown on said plan, by four (4) courses, 160.00 feet, 65.00 feet, 45.00 feet, and 197.89 feet;

SOUTHWESTERLY: by land of Boston & Maine Railroad, as shown on said plan, by two (2) courses, 7.00 feet and 152.84 feet; and

NORTHWESTERLY: by lands of Boston & Maine Railroad and land now or formerly of Ruk Realty Corporation, as shown on said plan, by two (2) courses, 130.65 feet and 233.16 feet.

Containing, according to said plan, 96,998 square feet of land.

BK8302

PG 63

EXHIBIT B

The Condominium consists of a total of fifty-six (56) Units located in five (5) Buildings, having fifty-six (56) assigned parking spaces and fifty-six (56) unassigned parking spaces. The Buildings are constructed principally of granite and masonry with a stone foundation; a basement; slate, membrane and asphalt roofing. Each building has a number of Units, as more fully described in Exhibit C, attached hereto, and on the plans filed herewith. The number of stories are shown on the condominium plans filed herewith. The storage and laundry area is in the basement of Building No. 1. The heating system consists of individual heat pumps for air conditioning and heating.

BK8802

PG 61

EXHIBIT C

KEITH ACADEMY CONDOMINIUM

Designation of Unit	Approx. Area in Square Ft.	Number of Rooms	Immediate Common Area For Access	Assigned Parking Space	Percentage Interest in Common Elements	Location	Bldg. Floor	
1-01	871	5	1st Floor Corridor	43	1.68	1	1st NW	
1-02	771	5	1st Floor Corridor	42	1.56	1	1st NE	
1-11	834	5	2nd Floor Corridor	46	1.68	1	2nd NW	
1-12	762	5	2nd Floor Corridor	37	1.56	1	2nd SW	
1-13	686	5	2nd Floor Corridor	47	1.38	1	2nd SE	
1-14	488	5	2nd Floor Corridor	48	1.38	1	2nd SW	
1-21	696	5	3rd Floor Corridor	49	1.61	1	2nd NW	
2-312	1185	5	4th Floor Corridor	21	2.17	2	4th SE	
1-22	670	5	3rd Floor Corridor	40	1.61	1	3rd NW	
1-23	670	5	3rd Floor Corridor	50	1.61	1	3rd NE	
1-24	792	5	3rd Floor Corridor	41	1.61	1	3rd NE	
1-25	813	4	3rd Floor Corridor	51	1.61	1	2nd NE	
1-26	753	5	3rd Floor Corridor	52	1.68	1	3rd SW	
1-28	631	4	3rd Floor Corridor	36	1.61	1	3rd SW	
2-01	933	5	1st Floor Corridor	1	1.97	2	3rd SE	
2-02	919	5	1st Floor Corridor	29	1.97	2	1st NW	
2-03	926	5	1st Floor Corridor	28	1.97	2	1st NW	

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PG 65

EXHIBIT C

KEITH ACADEMY CONDOMINIUM

Designation of Unit	Approx. Area in Square Ft.	Number of Rooms	Immediate Common Area For Access	Assigned Parking Space	Percentage Interest in Common Elements	Location
2-04	914	5	1st Floor Corridor	39	1.97	2 1st N
2-05	928	5	1st Floor Corridor	27	1.97	2 1st NE
2-06	911	5	1st Floor Corridor	26	1.97	2 1st SW
2-07	938	5	1st Floor Corridor	25	1.97	2 1st S
2-010	655	4	1st Floor Corridor	12	1.61	2 1st SE
2-09	565	4	1st Floor Corridor	13	1.61	2 1st NE
2-112	655	4	2nd Floor Corridor	34	1.61	2 2nd SE
2-212	655	4	3rd Floor Corridor	33	1.61	2 3rd NE
2-111	655	4	2nd Floor Corridor	32	1.61	2 2nd NE
2-211	655	4	3rd Floor Corridor	31	1.61	2 3rd NE
2-311	1185	5	4th Floor Corridor	23	2.17	2 4th NE
2-08	912	5	1st Floor Corridor	2	1.97	2 1st SE
2-21	1150	5	3rd Floor Corridor	3	1.97	2 3rd NW
2-22	1057	5	3rd Floor Corridor	4	1.97	2 3rd NW
2-23	1061	5	3rd Floor Corridor	5	1.97	2 3rd N
2-24	1066	5	3rd Floor Corridor	6	1.97	2 3rd NE

BK9302

PG 66

EXHIBIT C

KEITH ACADEMY CONDOMINIUM

Designation of Unit	Approx. Area in Square Ft.	Number of Rooms	Immediate Common Area For Access	Assigned Parking Space	Percentage Interest in Common Elements	Location
2-25	1142	5	3rd Floor Corridor	24	1.97	2 3rd NE
2-26	1134	5	3rd Floor Corridor	23	1.97	2 3rd SW
2-27	1056	5	3rd Floor Corridor	7	1.97	2 3rd SW
2-28	1067	5	3rd Floor Corridor	8	1.97	2 3rd S
2-29	1063	5	3rd Floor Corridor	9	1.97	2 3rd SE
3-01	1015	5	1st Floor Corridor	17	1.68	3 1st S
3-02	581	5	1st Floor Corridor	18	1.48	3 1st N
3-12	590	5	2nd Floor Corridor	20	1.48	3 2nd N
3-21	1108	5	3rd Floor Corridor	21	1.68	3 3rd N
3-22	1110	5	3rd Floor Corridor	22	1.76	3 3rd S
4-02	1407	5	Driveway	14	2.27	4 1st NE
4-03	1104	5	Driveway	15	2.27	4 1st SE
4-01	835	5	Driveway	16	1.76	4 1st W
5-01	1105	6	Driveway	53	1.93	5 1st NE
5-02	1125	6	Driveway	56	1.93	5 1st NE
5-05	1046	6	Driveway	57	1.93	5 1st NW

BK9302

PG 67

EXHIBIT C
KEITH ACADEMY CONDOMINIUM

Designation of Unit	Approx. Area in Square Ft.	Number of Rooms	Immediate Common Area For Access	Assigned Parking Space	Percentage Interest in Common Elements	Location
5-03	1030	6	Driveway	55	1.93	5 1st NE
5-04	1057	6	Driveway	54	1.97	5 1st NW
1-27	764	5	3rd Floor Corridor	35	1.76	1 3rd SE
1-03	447	5	1st Floor Corridor	45	1.37	1 1st SW
1-04	681	5	1st Floor Corridor	46	1.38	1 1st SE
3-11	508	4	2nd Floor Corridor	19	1.38	3 2nd S
2-210	1101	5	1st Floor Corridor	30	1.97	2 3rd SE

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AMENDMENT TO MASTER DEED

KEITH ACADEMY CONDOMINIUM

Pursuant to Section 16 of the Master Deed (the "Master Deed") creating Keith Academy Condominium, dated October 22, 1985 and recorded with Middlesex North District Registry of Deeds at Book 3302, Page 46, the undersigned, being the Declarant specified in the Master Deed, hereby amends the Master Deed in the following respects:

1. In Section 6(a)(ii), the third line is deleted, and the following is inserted in lieu thereof: "Unit; basements, and any sub-basements, of the Building (except for basements, and any sub-basements, in Building 5);"

2. In Section 6(c), the first sentence is deleted, and the following sentence is inserted in lieu thereof: "There are storage areas located within the basement level of each of the buildings (except for the basement level of Building 5), as shown on the plans recorded with this Master Deed."

3. In the first paragraph of Section 16, the reference to Section 24 is deleted, and a reference to Section 20 is inserted in lieu thereof.

4. In Exhibit A, the words:

NORTHWESTERLY by lands of Boston and Maine Railroad and land now or formerly of Ruk Realty Corporation, as shown on said plan, by two courses, 130.65 feet and 233.16 feet

are deleted, and the following is inserted in lieu thereof:

NORTHWESTERLY by lands of Boston and Maine Railroad and land now or formerly of Ruk Realty Corporation, as shown on said plan, by two courses, 130.65 feet and 283.16 feet.

5. Except as expressly set forth herein, the Master Deed shall be and remain in full force and effect, according to its terms.

10:14AM/04/07/86 RECORD \$10.00

Executed as a sealed instrument, as of the 25 day of March, 1986.

Philip S. Singleton
Philip S. Singleton, as Trustee
of 201 Thorndike Street Realty
Trust and not individually

Carl F. Saunders
Carl F. Saunders, as Trustee
of 201 Thorndike Street Realty
Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 25, 1986

Then personally appeared the above-named Philip S. Singleton, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such Trustee and also the free act and deed of said 201 Thorndike Street Realty Trust, before me

Linda M. [Signature]
Notary Public

My commission expires:

My Comm. Expires: October 2, 1988

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 25, 1986

Then personally appeared the above-named Carl F. Saunders, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such Trustee and also the free act and deed of said 201 Thorndike Street Realty Trust, before me

Linda M. [Signature]
Notary Public

My commission expires:

My Comm. Expires: October 2, 1988