

Hampshire County - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 9/11/2011 6:13:09 PM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
24041	AMENDMENT		06059/108	11/06/2000	
Property-Street Address and/or Description					
HAMPSHIRE COUNTY					
Grantors					
BROMWELL JOAN, CALLAHAN MARIA, DUNN JOANNA, GUTZMANN GERTRAUD, HOVDE JANE, OSTROWSKI ROBERT, SIMMONS KAREN, STRIMER STEVEN, TAYLOR PATRICIA, CLARK AVENUE CONDOMINIUM ASSOCIATION					
Grantees					
AMENDMENT TO PHASED MASTER DEED					
References-Book/Pg Description Recorded Year					
03237/246 MD 1988					
Registered Land Certificate(s)-Cert# Book/Pg					

**AMENDMENT TO PHASED MASTER DEED
OF THE CLARK AVENUE CONDOMINIUM ASSOCIATION**

Pursuant to Article XV of the Phased Master Deed of the Clark Avenue Condominium Association as recorded in the Hampshire County Registry of Deeds dated August 19, 1988 at Book 3237, Page 0246 and as amended in Book 3238, Page 0021, the undersigned, being the owners of units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities, and the majority of Managers of the Clark Avenue Condominium Association hereby amend the Phased Master Deed of the Clark Avenue Condominium Association by changing the following Article XII Restrictions on Use of Units (f) from:

Except as provided in Article IV hereof reserving the subdivision and second and third story expansion rights of the owner(s) of Unit 1, Phase I, and except as provided in Article VI hereof, the architectural integrity of the buildings and the Units shall be preserved without modifications, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Board of Managers of the Condominium Association, no awning, screen, antennas, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such Unit or part thereof, no addition to or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (d) shall not restrict the right of Unit owners to decorate the interior of their Units as they may desire; except that all interior window decoration shall be white or lined with a white material so that the front of the building appears uniform in consistency of window treatment; **air conditioners are not to be installed in windows on the front (southerly side facing Clark Avenue) of the building;**

To:

Except as provided in Article IV hereof reserving the subdivision and second and third story expansion rights of the owner(s) of Unit 1, Phase I, and except as provided in Article VI hereof, the architectural integrity of the buildings and the Units shall be preserved without modifications, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Board of Managers of the Condominium Association, no awning, screen, antennas, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any such Unit or part thereof, no addition to or change or replacement of any exterior light, door knocker, or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this subparagraph (d) shall not restrict the right of Unit owners to decorate the interior of their Units as they may desire; except that all interior window decoration shall be white or lined with a white material so that

the front of the building appears uniform in consistency of window treatment: **air conditioners shall not be installed in windows, including balcony windows, on the front (southerly side facing Clark Avenue) of the building, except from May 15 to September 15 of any given year, air conditioners may be temporarily installed in said windows. If a unit owner fails to remove any such air conditioner by September 15 he or she will receive a call from the Manager of the property within seven (7) days after September 15 to arrange for the removal of the air conditioner by the Manager of the property at the expense of the unit owner. In addition, a fine of twenty-five dollars (\$25) per week will be imposed for the failure to remove any air conditioner from windows in the front of the building by September 15 or for installing any air conditioner in the front of the building before May 15. Any fines that remain unpaid will constitute a lien on the unit.**

Except as amended herein, the Phased Master Deed of the Clark Avenue Condominium Association shall remain in full force and effect.

By: The Majority of the Board of Managers of Clark Avenue Condominium

[Signature]
Jane Horde
Maura Caccaban

By: The Unit owners having not less than 67% of the undivided interests in the common areas and facilities;

[Signature] *[Signature]*
Gertrud Sutjman Jane Horde, proxy for Sam and Peg Freedman
Karen L. Simmons
[Signature] Maura Caccaban for Ralph & Dorothy Green
[Signature] *[Signature]* for Holly Keith
Jane Horde *[Signature]* for DEE ROYSTER
Maura Caccaban
[Signature]
Proxy for Charles Guerra

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

Sept. 20, 2000

11/06/2000 12:23

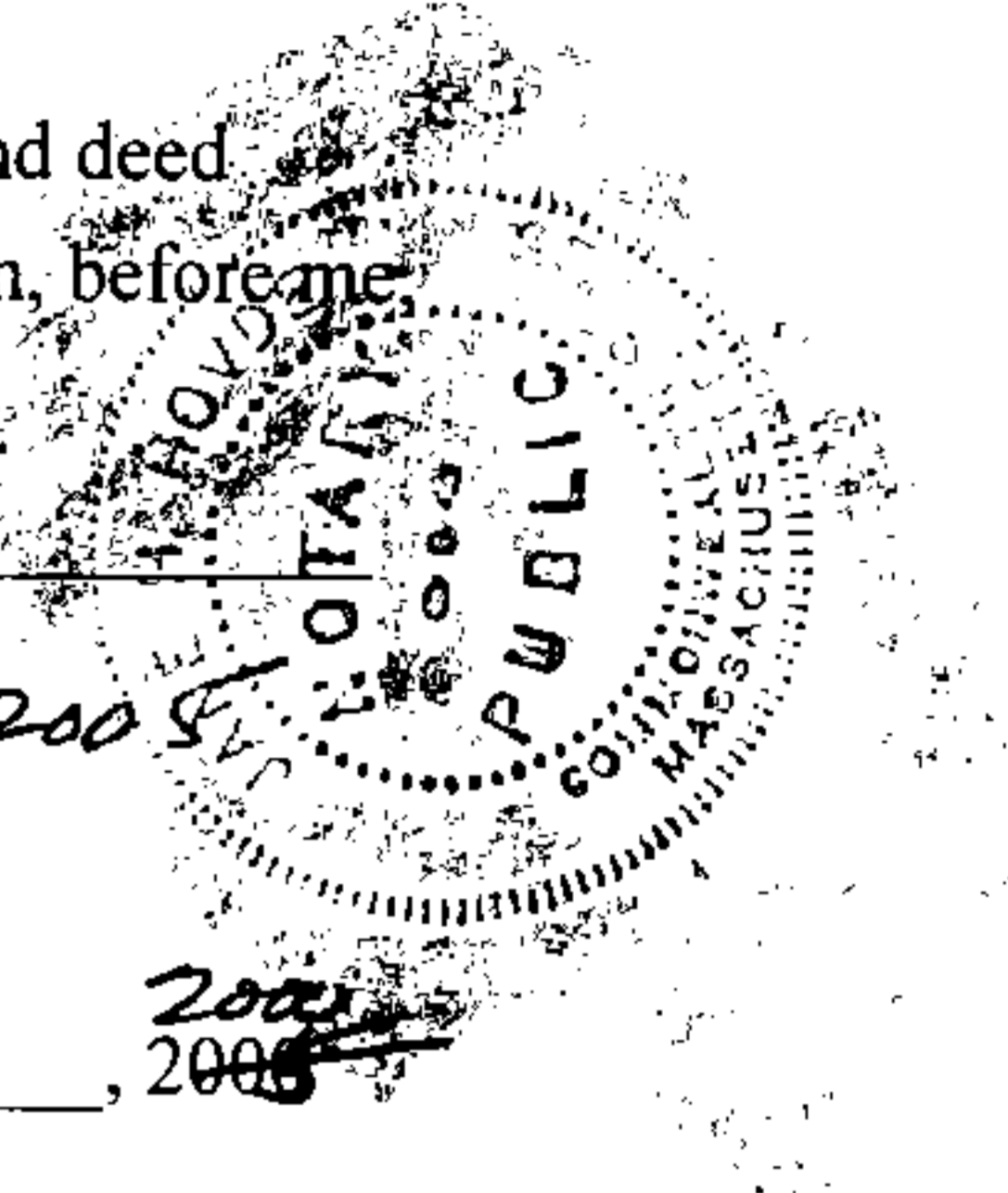
Then personally appeared the above-named

Moria Callahan,
Steven Strimer, Gertraud Gutzmann, Karen Simmons,
Josana Dunn

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as aforesaid and acknowledged the foregoing instrument to be their free act and deed on their own behalf and on behalf of Clark Avenue Condominium Association, before me,

Jane H. Horde
Notary Public
My Commission expires: March 18, 2005



Hampshire, ss

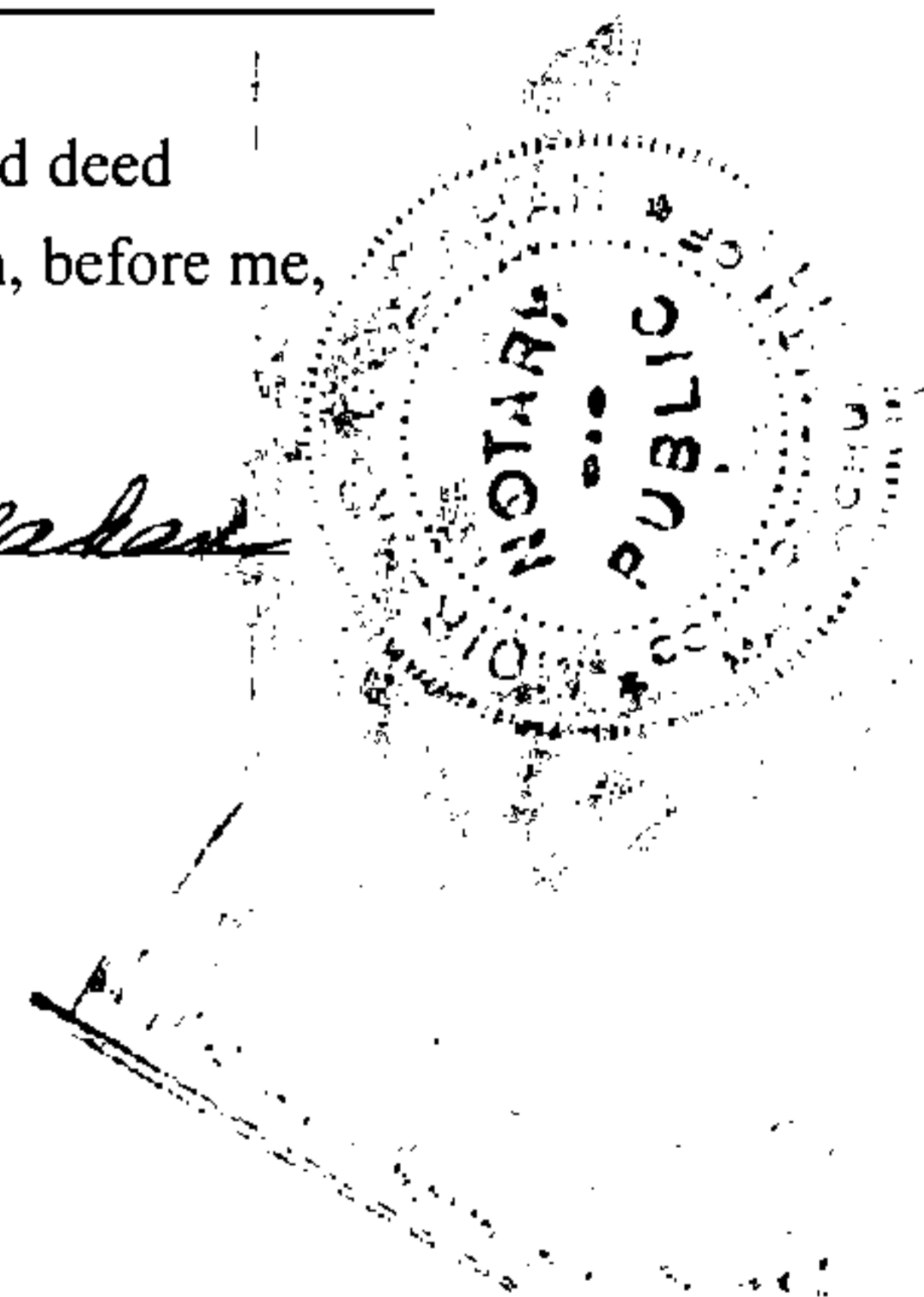
Sept. 20, 2000
~~March 18, 2005~~

Then personally appeared the above-named

Jane Horde, Joan
Bramwell, Robert Ostrawski, Patricia Taylor

as aforesaid and acknowledged the foregoing instrument to be their free act and deed on their own behalf and on behalf of Clark Avenue Condominium Association, before me,

Moria K Callahan
Notary Public
My Commission expires. **MY COMMISSION EXPIRES**
AUGUST 5, 2005.



ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE