

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

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
28079	AMENDMENT		06401/196	10/24/2001	
Property-Street Address and/or Description					
HAMPSHIRE COUNTY					
Grantors					
CLARK AVENUE CONDOMINIUM, CLARK AVENUE CONDOMINIUM ASSOCIATION					
Grantees					
AMENDMENT TO THE RULES & REGULATIONS					
References-Book/Pg Description Recorded Year					
04028/321 AMEND 1992, 03238/21 AMEND 1988, 03237/246 MD 1988					
Registered Land Certificate(s)-Cert# Book/Pg					

**AMENDMENT TO THE RULES AND REGULATIONS
OF THE CLARK AVENUE CONDOMINIUM ASSOCIATION**

The Clark Avenue Condominium By-Laws, Exhibit A, Rules and Regulations as recorded in the Hampshire County Registry of Deeds dated September 2, 1991 at Book 4028, Page 0321 are hereby amended pursuant to Article II, Section 12 (m) of the By-Laws, and Articles of Association creating the CLARK AVENUE CONDOMINIUM ASSOCIATION dated August 19, 1988, and recorded in the Hampshire County Registry of Deeds at Book 3238, Page 0021, and thereafter amended (all hereinafter called the "DECLARATION"), which Declaration established the organization of Unit Owners at Clark Avenue Condominium pursuant to the provisions of Massachusetts General Laws, Chapter 183A, and the provisions of the Master Deed creating Clark Avenue Condominium, dated August 19, 1988 and recorded in said Registry of Deeds in Book 3237, Page 0246. Section I, 2; Section I, 3; Section I, 7; Section I, 8; Section I, 9; Section V, 24 are hereby changed, or amended as follows:

Section I – Use of Unit

2. Use of Unit - Each of the Units is intended to be used solely for residential purposes and no business activities shall be conducted in any such unit. However, a person residing in any Unit may, if permitted by law and government regulation, maintain an office for his or her personal or professional use, but said office cannot be advertised or used as a place for services to any client or patient. Units may be leased for use by others than the owner(s) provided that the lease is in writing for the entire unit, and that the term of the lease is no less than thirty (30) days, and such leasing is made subject to the provisions of the Master Deed, the By-Laws and all rules and regulations issued thereunder, and provides that any failure to comply with the terms of such documents shall be a default of the lease. Any lessee must execute a written agreement directly with the Board of Managers of the Condominium Association in which he or she specifically agrees to observe and be bound by said documents.

3. Signs and Exterior Modifications - The architectural integrity of the buildings and the units shall be preserved and to this end nothing shall be hung, affixed, attached, or displayed on the outside walls, roofs, windows, or doors of the building, and no awning, screen, canopy, sign or banner shall be affixed to or placed upon the exterior walls or doors, or roof, or exposed on or at any window without the written consent of the Board of Managers. In addition, unit owners may not display "For Sale" or "For Rent" signs, or window signs, window displays (except holiday decorations) or advertising in any windows. 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. 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.

7. Modifications Affecting Structure - Nothing shall be done in any unit or in, on, or to the common areas or facilities which will impair the structural integrity of, or would structurally change the building. No structural addition, alteration or improvement shall be made in or to a Unit without obtaining the prior written consent of the Board.

8. Refuse - All garbage, refuse or waste should be securely and suitable wrapped and placed in the dumpster in the East parking area. In addition, all recycled material should be sorted separately from other refuse and be placed in the appropriate containers in the East parking area.

9. Right of Access - Members of the Board or the managing agent shall have the right of access to any unit to make inspections, and to correct any conditions originating in the Unit or threatening another Unit or the Common Area, provided that requests for such entries are made not less than twenty-four (24) hours in advance and that such entry is at a time reasonably convenient to the Unit Owner and scheduled to take place, if possible, in the presence of the Unit Owner. In the case of an emergency, members of the board or the managing agent shall have immediate access to any unit whether the unit owner is present or absent. In the event of the exercise of this right of access, all costs for repairs shall be borne by the unit owner, including repairs of damage caused by such entry in the case of an emergency. Each unit owner is required to leave emergency numbers with the managing agent to facilitate access.

Section V - General

24. Payment of Fees - All monthly charges shall be paid to the board or its designated agents only. The Condominium Association accepts no responsibility for any payments made to unauthorized persons. No unit owner shall be deemed in default of the obligation to pay Common Charges unless the same remain unpaid for more than fifteen (15) days. In the event of default, a unit owner shall be obliged to pay interest at the legal rate on such Common Charges from the due day thereof until paid.

Except as amended herein, the Clark Avenue Condominium By- Laws, Exhibit A, Rules and Regulations shall remain in full force and effect.

By: The Unit owners having not less than 75% of the undivided interests in the common areas and facilities:

<u>Jane Hoode</u>	<u>Joan Bramwell</u>
<u>Jane Hoode for JP Bryant</u>	<u>Joan Bramwell for Gertraud Gutzmer</u>
<u>Harry McColgan</u>	
<u>Jessie Entwistle</u>	
<u>Mathew Perry</u>	<u>proxy for Steve Stronin</u>
<u>Mathew D</u>	<u>proxy for Holly Keith</u>
<u>Robert E. O'Connell</u>	
<u>Sam W. Shearon</u>	
<u>Gretchen Hendricks</u>	
<u>Maria Callahan</u>	

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss September 19, 2001

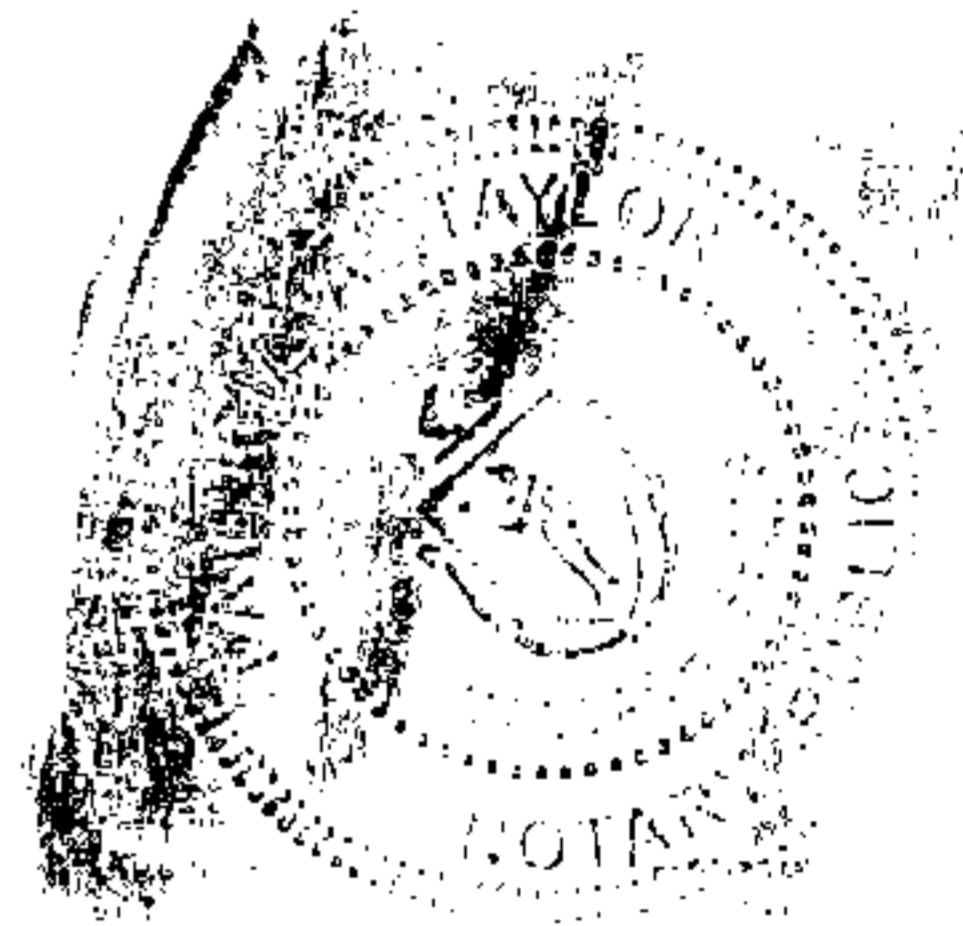
Then personally appeared the above-named Moira Callahan, Robert Ostrowski, Jean Bramwell, Samuel Freedman, Margda Freedman, Kathryn Denny, Jessica Outwater, Jane Houde, Gretchen Hendricks, and Harry McColgan

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

Patricia A. Taylor
Notary Public

My Commission expires:

Patricia A. Taylor
Notary Public
My Commission Expires
March 28, 2008



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