

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

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
8700	MASTER DEED		03176/53	05/17/1988	
Property-Street Address and/or Description					
LESSEY ST WEBSTER HOUSE					
Grantors					
AUSTIN WILLIAM R, BOGARTZ LORRAINE W, BOGARTZ RICHARD S, KITCHELL PETER A, LOWENSTEIN SUSAN W, TEAGNO DONALD J, TEAGNO KATHLEEN E, WEBSTER HOUSE ASSOCIATES, WEBSTER HOUSE CONDOMINIUM					
Grantees					
MASTER DEED					
References-Book/Pg Description Recorded Year					
04513/265 AMEND 1994, 05107/249 REL 1997, 06246/46 CERT 2001, 06295/120 AMEND 2001, 08019/88 6D 2004, 08889/255 6D 2006, 03847/208 AMEND 1991, 03932/342 NOT 1992, 10587/209 6D 2011, 10643/44 6D 2011, 10879/335 CERT 2012, 11021/345 6D 2012, 11603/73 CERT 2014, 11773/113 6D 2014, 12161/219 6D 2015, 12672/246 ELECT 2017, 12925/346 6D 2018, 14245/25 ELECT 2021					
Registered Land Certificate(s)-Cert# Book/Pg					

SEE
BOOK 4513
PAGE 265

SEE
BOOK 3817
PAGE 208

SEE
BOOK 3932
PAGE 342

BOOK 3176 PAGE 0053

SEE
BOOK 5107
PAGE 249

MASTER DEED
OF
WEBSTER HOUSE CONDOMINIUM
008700

We, WILLIAM R. AUSTIN, LORRAINE W. BOGARTZ, RICHARD S. BOGARTZ, PETER A. KITCHELL, SUSAN W. LOWENSTEIN, DONALD J. TEAGNO, AND KATHLEEN E. TEAGNO, d/b/a WEBSTER HOUSE ASSOCIATES being the sole owners of the land together with the buildings thereon, located at 30 Boltwood Walk, Amherst, Massachusetts, and being more particularly described in Paragraphs (3) and (4) below, being the same premises conveyed by Indenture dated November 13, 1987 and recorded in the Hampshire County Registry of Deeds in Book 3090, Page 92, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and do hereby create, with respect thereto a condominium to be governed by and subject to the provisions of Chapter 183A and to that end, Grantors declare and provide the following:

- (1) Name. The name of the condominium shall be WEBSTER HOUSE CONDOMINIUM.

BOOK 3176 PAGE 0054

(2) Definitions. As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Building" shall have the meaning set forth in Paragraph (4) hereof.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in Paragraph (6) hereof.

"Condominium" shall mean the WEBSTER HOUSE CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean the Declaration of Trust of WEBSTER HOUSE CONDOMINIUM TRUST of even date to be recorded with the Registry of Deeds herewith and referred to in Paragraph (10) hereof, the names and address of the original and present Trustees of which Trust are as follows:

BOOK 3176 PAGE 0055

Lorraine W. Bogartz
510 Middle Street
Amherst, MA 01002

Richard S. Bogartz
510 Middle Street
Amherst, MA 01002

Peter A. Kitchell
77 Chestnut Street
Amherst, MA 01002

Kathleen E. Teagno
50 Wildflower Drive
Amherst, MA 01002

"Documents" shall mean to those documents referred to in paragraph (9) (B) hereof.

"Grantor" shall mean Richard S. Bogartz, Lorraine W. Bogartz, William R. Austin, Donald J. Teagno, Kathleen E. Teagno, Peter A. Kitchell and Susan W. Lowenstein d/b/a Webster House Associates.

"Improvements" shall mean and include the buildings and other improvements now or hereafter located on the Land.

BOOK 3176 PAGE 0056

"Land" shall have the meaning set forth in Paragraph (3) hereof.

"Premises" shall mean the Land and the Improvements.

"Registry of Deeds" shall mean the Hampshire County Registry of Deeds.

"Units" shall mean the units comprising the condominiums of the Condominium.

"Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein which are defined in the Condominium Trust and which are not specifically defined herein shall have the meaning given to them in the Condominium Trust.

(3) Description of Land. The Land shall include a certain parcel of land located at 30 Boltwood Walk, Amherst, Massachusetts and being more particularly bounded and described on Exhibit 1 annexed hereto and incorporated herein.

(4) Description of Building. The building on the Land is described on Exhibit 2 annexed hereto and incorporated herein.

(5) Description of Units.

(A) The Building contains those Units listed on Exhibit 3 annexed hereto and incorporated herein.

(B) Units 2, 3 and 4 have rights to the exclusive use and development of individual parcels of land as set forth and described herein and in Exhibit 3 hereto. The unit owners of said units have the right to exclusively utilize said land, to construct thereon and/or through any Common Element appurtenant to said land, and to make any exterior change, additions, structure, projection, decoration or feature thereon or appurtenant thereto permitted by the Commonwealth Building Code and the ordinances of the Town of Amherst and which does not bar the use of the other units, provided that said changes, additions, structures, projections, decorations and/or features remain consistent with the architectural integrity, materials and colors of the building. If the right to construct on such land is exercised by any said Unit owner, the relative beneficial interests of all the Units, shall be re-appraised by the Trustees at the time of issuance of an overall certificate of occupancy and the Master Deed amended pursuant to paragraph (13) hereof.

(C) The designation of each Unit in the Building, a statement of its location, approximate area, number and composition of rooms, the land over which it has exclusive rights of use and development, immediate Common Elements, and its proportionate beneficial interest in the Common Elements of the Condominium are set forth in Exhibit 3 annexed hereto and incorporated herein.

The proportionate beneficial interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation which the fair value of each Unit, together with the land over which such unit may have rights of exclusive use and development, bears on the date of the Master Deed to the then aggregate fair value of all the Units and such land.

(D) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(E) Each Unit Owner shall have the right, as appurtenant to the Unit, to use, in common with the owners of the other Units served thereby, if any, such entrances to and from the

public streets, yards, and walkways, as serve as common access to and from such Unit or Units.

(F) Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Paragraph (6) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to otherwise use other Common Elements in accordance with the intended purposes thereof.

(G) The Condominium Trust has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner(s) has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), subsection (2).

(H) All easements appurtenant to a Unit shall be conveyed only with the Unit to which said easement is appurtenant and, unless otherwise set forth herein, shall not be severable from such Unit.

BOOK 3176 PAGE 0060

(I) Each Unit shall be subject to the obligations and conveyed with the rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(6) Description of the Common Elements. The common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") consist of:

(A) Parcels A and B of the Land as shown on the plan of land cited in Exhibit 3 hereof, which parcels are not reserved for the exclusive use and development of any one Unit as set forth in said Exhibit, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force; it being understood that any improvements to said Parcels A and B can be made by the owners of those units served by said common land area, including the construction of entrances/exits onto such parcels, provided that the costs thereof and the on-going maintenance costs thereof shall be borne by the Unit Owners making said improvements, and provided further that such improvements are approved by the Trustees and that such improvements remain consistent with the architectural integrity, materials and colors of the building and do not bar or interfere with the use of other units.

(B) All portions of the Building at 30 Boltwood Walk not included in any Unit by virtue of Paragraph (5) above, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas or restricted common areas, entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) Utility areas and crawl space, (in total comprised of approximately 1047 square feet and the entrance which serves that areas.

(iii) Attic area comprised of approximately 510 square feet.

(iv) Installations of services such as heat, telephone, electric power, gas, hot and cold water, excluding all utility lines and equipment contained within and servicing a single Unit;

(v) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iv) 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 Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(C) All land areas, facilities, and other improved or unimproved areas on the Land and not within any Unit or reserved for the exclusive use and benefit of any Unit, except that certain portions of the Common Elements may be further limited or restricted in terms of use by Trustees for such purposes as storage allocation, but not limited thereto.

(D) The glass in windows, storm windows, skylights and green houses (both vertical and/or sloping) of the Units are not Common Elements;

(E) Until the Trustees take such actions as they decide upon to establish separate water services to any unit, in which

case said unit shall pay for its own water and sewer charges, the water and sewer will be billed as one but will be paid by the Trustees with funds derived from all the units in proportion to use and to a change in use of the various units.

(F) Roof: The right to a sound roof is a common right, and the responsibility for maintaining the roof, including the greenhouse roof in Unit 2, devolves upon all the owners, provided, however, that the owner(s) of Unit 2 shall have the right to install awnings, blinds and/or other such fixtures to regulate light into said unit; and provided further that Unit Owners shall be able to use the roof and other common elements for the construction of any necessary fire escapes, provided the design thereof is consistent with the architectural integrity of the building, that the costs and maintenance thereof are borne solely by the said Unit owner and that the fire escape exits onto Common area or land reserved exclusively for the use and development of the Unit served by the fire escape.

(G) Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown in Exhibit 3 as overall beneficial interest attached to this Master Deed and incorporated herein by reference (hereinafter "Beneficial Interest").

The Trustees in their sole and absolute discretion, may designate certain portions of the Common Elements for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust (which are an exhibit to the Condominium Trust).

The use of Common Elements shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A as amended.

(7) Units 4 and 5 Easements: Unit 5 has an easement for purposes of ingress and egress over that part of Unit 4 comprised of stairways and hall leading to an exit on the west side of the

building and Unit 4 is subject to that easement. The cost of maintenance of said hall and stairways shall be divided proportionately to use by the owners of Unit 4 and of Unit 5. Unit 5 is also subject to an easement through the Unit for purposes of reasonable access by the Trustees to a common area in the attic.

(8) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of each of the buildings constituting the Building, setting forth the Units within each of the buildings constituting the Building, and the Building comprising the Condominium, and depicting the Unit numbers, layout, location and dimensions, main entrance and bearing the verified statement of a registered architect, certifying that the plans, taken together, fully and accurately depict the layout location, Unit numbers, and dimensions of the Units as currently built are recorded with and made a part of this Master Deed.

Said plans are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit 4.

(9) Statement of Purposes. The Units are intended to be used as follows:

BOOK 3176 PAGE 0066

(A) Units 1 through 5 shall be used for commercial purposes and/or for any purpose permitted by the applicable zoning ordinance and/or for residential purposes, all to the extent permitted by Documents referred to in Paragraph (9)(B) hereof, as they may be further amended, but subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto.

(B) Units 1 through 5 are subject to the provisions of the Indenture dated November 13, 1987 and recorded in the Hampshire County Registry of Deeds in Book 3090 Page 92 and to the provisions of the Disposition Agreement dated March 2, 1977 and recorded in Book 2004 Page 52 in said Registry, as further amended, including but not limited to the Fourth Amendment, dated November 13, 1987 and recorded in said Registry in Book 3090 Page 99.

(C) The following conditions and restrictions shall also apply to the tenancing, renting and/or leasing of Units:

(1) Each and every lease, license and/or tenancy agreement must be in writing, for a term of not less than thirty (30) days, and may let less than an entire unit, provided city zoning regulations and the provisions of

the Documents referred to in Paragraph (9)(B) are complied with.

(2) Every lease, license or tenancy agreement shall include a provision requiring the occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Paragraph (9) and Paragraph (10), the Documents referred to in Paragraph (9)(B) hereof, the Condominium Trust, and the Rules and Regulations and shall require that the failure of said occupant to comply with any of the terms of said Master Deed, said Documents, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and copy of Paragraphs (9) and (10) of the Master Deed;

(3) The provisions of the within Paragraph (9)(B)(2) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

BOOK 3176 PAGE 0068

(D) Notwithstanding the provisions contained in Paragraphs (9) and (10) hereof, the Grantors, or any successor to their interests in the Condominium, including but not limited to mortgagees and assignees but excluding those purchasing individual Units, hereby reserve the right, until all of the Units have been sold by Grantors or such successor, to:

(i) lease any Units owned by the Grantors;

(ii) use any Units owned by the Grantors as models for display for purposes of selling or leasing of said Units or for any other lawful purpose;

provided that such powers are subject to the Grantors' Partnership Agreement.

(10) Restrictions on Use.

(A) No Unit shall be used for any purpose not specified in Paragraph (9) above;

(B) The units may only place signs in a signage area designated by the Trustees.

(C) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Paragraphs (9)

and (10) hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, and owners of Unit 3 are hereby authorized to remove the door to the north of the premises, and owners of Units 1 and 2 are hereby authorized to remove any internal stairways between said units; provided, however, that any and all work with respect to the removal and installation of doors, interior walls or stairways, or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law); and provided further that if such work would jeopardize the soundness or safety of the Building, the Unit owner would be required to submit written plans and specifications of the proposed work to the Trustees, and obtain the unanimous consent of all the Unit owners of the Building and the mortgage and record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect.

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed and the Condominium Trust.

(E) The use of the Common Elements may also be restricted under the provisions of the Condominium Trust.

The restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable by the Trustees, insofar as permitted by law, or by any individual unit owner (at his or her own cost), and insofar as permitted by law shall be perpetual and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership. This Paragraph (10) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(11) Management and Regulatory Organization.

(A) The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust. The Condominium Trust establishes an organization of which the Unit Owners shall be members and in which Unit Owners shall have interest in the same proportion as their Beneficial Interest in the Common Elements of the Condominium to which they are entitled under this Master Deed.

(B) The Trustees have enacted By-Laws which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A (the "By-Laws"). The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under the Condominium Trust.

(12) Special Amendments. (A) The Trustees may amend this document by a written, duly recorded document for the purposes of correcting typographical errors, clerical errors, errors of description, or to conform to the requirements of M.G.L. c. 183A; (B) for the period beginning with the filing of this document and ending December 31, 1988, the Grantor may amend this document by a written, duly recorded document, provided that the rights of any Unit for which a Unit deed was issued prior to the recording of the amendment shall not be affected unless said Unit Owner consents by joining such amendment, and the Grantor shall so amend this document on request of Grantor's Mortgagee.

(13) Amendments. This Master Deed may be amended by an instrument in writing: (a) signed by one or more Unit Owners entitled to sixty-seven (67%) percent or more of the Beneficial Interest in the Common Elements; (b) signed and acknowledged by

BOOK 3176 PAGE 0072

a majority of the Trustees of the Condominium Trust; and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

(A) The date on which any instrument of amendment 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 months after such date;

(B) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit(s) so altered;

(C) Except as provided below, no instrument of amendment which alters the percentage of the Beneficial Interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;

(D) No instrument or amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(E) 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 Chapter 183A shall be of any force or effect;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before the Grantor has conveyed title to all Units unless the Grantor executes the instrument of amendment;

(G) The Beneficial Interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall: (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by notice in writing signed by all of the records owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

BOOK 3176 PAGE 0074

Notwithstanding the foregoing, the Trustees shall have the sole right and obligation to change the beneficial interest in the common elements of all units upon the exercise by a Unit Owner of rights to develop land under paragraph 5 (B) hereof, provided that the Trustees obtain an appraisal of the condominium (at a cost to the Unit Owner(s) developing such land) specifying the proportionate interest of the Units on the basis of the approximate relation which the fair value of each unit, together with the remaining land over which each unit may have exclusive rights of use and development, bears on the date of the appraisal to the then aggregate fair value of all the units and such land, and the Trustees shall thereupon amend the Master Deed accordingly. Any such amendment shall contain with respect to any such changes all of the particulars required by said Chapter 183A of the General Laws of Massachusetts.

(14) Units Subject to Master Deed, Unit Deed, Condominium Trust,
etc.

(A) All present and future owners, tenants, and occupants of a Unit shall be subject to, and shall comply with, the provisions of: (a) this Master Deed; (b) the Unit Deed conveying such Unit; (c) the Condominium Trust and By-Laws; (d) the items affecting the title to and the use of the Land; (e)

BOOK 3176 PAGE 0075

the Documents referred to in Paragraph (9)(B) hereof; and (f) Chapter 183A. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of (1) this Master Deed; (2) the Unit Deed, if any, conveying such Unit; (3) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time; (4) the Documents referred to in Paragraph (9)(B) hereof; and (5) the said items affecting title to and use of the Land are accepted and ratified by such owner, tenant, or occupant, and 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 thereof; and (b) any violation of the provision of this Master Deed, such Unit Deeds, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto, or the aforementioned Documents, as amended, by any such person shall be deemed a violation of the duties of the Unit Owner.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules

and Regulations adopted pursuant to said Trust, the said Indenture and Disposition Agreement, as amended, and Chapter 183A shall give rise to a cause of action in the Trustees and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

(C) The failure of any one or more Unit Owner to comply with Paragraph (9)(B) hereof, which lack of compliance gives rise, under the Documents referred to in said paragraph, as such Documents may have been or may be further amended, to any action on the part of the Amherst Redevelopment Authority (its successors or assigns), the Town of Amherst (or its successors or assigns as defined in said Documents, specifically, but exclusively Paragraph Ninth of the Indenture) or to any actions or suit at law or in equity or other proceedings to enforce the breach of covenants as set forth in Paragraph (9)(B) hereof or the Documents referred to therein as they apply to any individual Unit or Units, shall empower the Trustees or any other Unit Owner to defend said actions and/or take such actions as are necessary to cure said breach and to charge the said Unit Owner(s) and to create a lien upon said unit(s) for the costs thereof; provided further that should the Amherst Redevelopment Authority or the Town of

Amherst (or their successors and assigns) commence any action under said Documents to declare a termination in favor of the Amherst Redevelopment Authority or the Town of Amherst (or its successors or assigns) of the title, rights and interest in any condominium unit or units, the Trustees shall have the right, upon thirty days written notice to said Unit Owner(s), to declare a termination in favor of the Condominium Trust of the title and of all the rights and interests in and/or to the title and of all the rights and interests in and/or to the condominium property conveyed by deed to said unit owner(s), and any such title and all rights and interests of the owner shall revert to the Condominium Trust and upon said reversion of title all estate conveyed to the Unit Owner(s) shall cease and title in fee simple shall become invested fully and completely in the Condominium Trust which shall be entitled to and have the right to enter upon and take possession of the condominium unit and to defend the reversionary action by the Amherst Redevelopment Authority and/or the Town of Amherst (or its successors and assigns) and to take such actions as are necessary to comply with any covenants applicable to said unit and to thereafter utilize its best efforts to resell the unit (subject to mortgage liens, leasehold interests and the provisions of the aftermentioned Documents, as amended) as soon and in such manner as the Trustees shall

find feasible. Upon such sale of the unit, the proceeds thereof after the payment of all liens and mortgages and/or reimbursement of all costs incurred for such defense and reversion, including but not limited to expenses of the Trustees and the fair value of their services, shall be divided among the remaining condominium unit owners in proportion to their respective overall beneficial interests.

(15) Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units serving his or her Unit. Each Unit shall be subject to use of the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building, taking care not to interrupt activities or uses, excepting emergency, and replacing and repairing the surface to the same condition prior to the maintenance.

(16) Encroachments.

If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alteration or repairs of the Common Elements made by or with the consent of the Trustees, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

(17) Right to Combine Units, Erect Partitions Around Stairways, etc.

(A) If at any time the title to any Units which are entirely or partially on the same floor as one another and/or share a common interior wall as a Unit boundary, is held by the same Unit Owner, then the said Unit Owner shall have the right to open a passage in said common wall to connect the Units directly to one another without first having to obtain the consent for the construction necessary to connect the Units from the Trustees of the Condominium Trust;

provided, however, that such work of combining would not jeopardize the soundness or safety of the Building, in which event the Unit Owner would be required to submit written plans and specifications of the proposed work to the Trustees, and receive the unanimous consent of all the Unit Owners of the building and the mortgagees of record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect.

(B) If at any time the title to any Units which are located above or below one another are held by the same Unit Owner, then the said Unit Owner shall have the right to open a passage in the common floor/ceiling and/or to construct internal stairways connecting said Units, without having to first obtain the consent for said construction necessary to connect the Units from the Trustees; provided, however, that if the work of combining the Units would jeopardize the soundness or safety of the Building, the Unit Owner would be required to submit written plans and specifications of the proposed work to the Trustees, and obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to

that effect. The work of constructing said opening and/or said internal stairway shall include opening an area in the Common Elements located between the lower and upper Units and modification and changes to said flooring as necessary for the construction, safety, and serviceability of the stairway.

(C) If at any time a Unit Owner of Units 2, 3 or 4 shall desire to utilize the land to which the Unit has exclusive rights in accord with Paragraph (5)(C) and Exhibit 3 hereto, said Unit Owner shall have the rights thereunder, without having to first obtain the consent for the exercise of such rights, provided, however, that if such work would jeopardize the soundness or safety of the Building, the Unit Owner would be required to submit written plans and specifications of the proposed work to the Trustees, and obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to the effect. Such work shall include opening an area in the Common Elements, walls and floors located between the Unit and the land and modification and changes to said walls and flooring as necessary for safety and for such construction.

(D) Unit Owners performing any construction work under this Paragraph (17) of the Master Deed shall: (a) secure all appropriate licenses and permits necessary for such work at the Unit Owner's sole cost and expense; (b) provide contractor's and subcontractor's insurance, comprehensive public liability insurance, and other appropriate insurances, other appropriate insurances, insuring the said Unit Owner, the Trustees, and other occupants, of the Condominium Units and the Condominium against personal injury and property damage arising out of said work; (c) perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof and the insurers of the Condominium; (d) diligently perform all work and perform the work so as to minimize the interferences with the peaceful use and possession of the premises by the occupants of the Condominium, and promptly discharge any and all mechanics and materialmen's liens arising from said work.

(E) Any such connecting passageway or stairway structure or stairway enclosure and appurtenant equipment thereto shall be maintained and serviced at the expense of the owners of the Units connected by said passageway or stairway, including

without limitation the cost of all structural maintenance and repair to the Common Element arising from said passageway or stairway or stairway enclosure.

(18) Additional Rights for Benefit of Bona Fide Holders of Mortgages.

Grantor and the Unit Owners hereby agree as follows:

(A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the 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 acquired by a holder of a mortgage through the procedures set forth in Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(C) That any person taking title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;

(D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium (except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of eminent domain).

(ii) except as provided in paragraph 13 hereof, change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to storage areas, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(iv) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Com-

BOOK 3176 PAGE 0086

mon Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;

(v) except as otherwise provided herein, take any action to amend any material provisions of this Master Deed and the Condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.

(E) That 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;

(F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements;

(G) That any holder, insurer, or guarantor of any first mortgage, upon request to the Trustees, will be entitled to:

(i) written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust during normal business hours;

(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) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by

BOOK 3176 PAGE 0088

condemnation or eminent domain of said Unit or the Common Elements;

(vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;

(vii) receive written notice of any action which required the consent of a specified percentage of eligible mortgagees. The provisions of this section 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 in accordance with the requirements of this Master Deed.

(H) That no agreement for professional management of the Condominium or any other contract with Grantors may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(19) Subdivision of Units. To the extent permissible under then current zoning ordinances of the Town of Amherst, there is granted to the owner of each unit the right to subdivide that unit, including the division of Units 2, 3 and 4 from the land over which any such Unit has exclusive rights in accord with Paragraph (5)(B) hereof, provided:

(A) Each resulting Unit possesses an undivided interest in all common elements;

(B) In the case of the division of a Unit inside the Building as originally described in Exhibit 2 hereof at the time of the original executory this Master Deed, the percentage ownership and beneficial interest of the original Unit is divided between the resulting units in proportion to the relative value of the resulting units, as conclusively established at creation of the new unit(s) by the unit deeds therefor, and that the voting right percentage and the overall ownership percentage will be identical;

(C) In the case of the division of Units 2, 3, and/or 4 from the land (and any construction thereon) over which any such Unit has exclusive rights in accord with paragraph 5 (B) and Exhibit 3 hereof, the percentage ownership and beneficial

BOOK 3176 PAGE 0090

interests of all units in the condominium shall be re-established and re-determined by the Trustees as set forth in paragraph 13 of this Master Deed.

(D) That suitable amendments to the Master Deed, Trust and plans "as built" will be prepared and filed at the expense of the subdividing party;

(E) That the subdividing party will obtain, from legal counsel selected by the Board of Trustees of the Webster House Condominium Trust, a written opinion that the amendments are correct and proper and do not invalidate or change any other portion of the Master Deed and Trust, all at the expense of the subdividing party. In the event no such counsel is designated within 10 days of written notice by subdivider to the Board of Trustees, an opinion rendered by a member in good standing of the Bar of the Commonwealth of Massachusetts, selected by the subdivider shall be sufficient upon presentation to the Board of Trustees;

(F) That all mortgage holders secured upon the unit being subdivided, consent to said subdivision.

(20) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and Chapter 183A, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and this Master Deed shall continue in full force and effect as if such invalid provision has never been included herein;

(C) In the event of any conflict between the preceding Paragraph and any other provisions of this Master Deed or the Condominium Trust, the provisions of said preceding Paragraph shall control;

(D) In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

BOOK 3176 PAGE 0092

(21) Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(22) 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.

(23) Assignment of Rights of Grantor. Grantor, by deed or by separate assignment, shall be entitled to assign any and all of its rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Grantor.

(24) Registering and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

EXECUTED as a sealed instrument on this 17th day of
May, 1988.

WEBSTER HOUSE ASSOCIATES by


WILLIAM R. AUSTIN

BOOK 3176 PAGE 0093

Lorraine W. Bogartz
LORRAINE W. BOGARTZ

Richard S. Bogartz
RICHARD S. BOGARTZ

Peter A. Ritchell
PETER A. RITCHELL

Susan W. Lowenstein
SUSAN W. LOWENSTEIN

Donald J. Teagno
DONALD J. TEAGNO

Kathleen E. Teagno
KATHLEEN E. TEAGNO

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

May 17, 1988

Then personally appeared the above named partners of Webster House Associates and acknowledged the execution of the foregoing instrument to be their free act and deed, and that of Webster House Associates before me,

Kenneth P. ...
Notary Public

My commission expires:

January 27, 1989

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
(1)	Name	
(2)	Definitions	
(3)	Description of Land	
(4)	Description of Building	
(5)	Description of Units	
(6)	Description of Common Elements	
(7)	Units 4 and 5 Easements	
(8)	Floor Plans	
(9)	Statement of Purposes	
(10)	Restrictions on Use	
(11)	Management and Regulatory Organisation	
(12)	Special Amendments	
(13)	Amendments	
(14)	Units Subject to Master Deed, Unit Deed Condominium Trust, etc.	
(15)	Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units	
(16)	Encroachments	
(17)	Right to Combine Units, Erect Partitions Around Stairways, etc.	
(18)	Additional Rights for Benefit of Holders of Bona Fide First Mortgages	
(19)	Subdivision of Units	
(20)	Conflicts	
(21)	Waiver	
(22)	Captions	
(23)	Assignment of Rights of Grantor	
(24)	Registering and Recording	

<u>EXHIBIT</u>	<u>SUBJECT</u>
Exhibit 1	Land
Exhibit 2	Building
Exhibit 3	Units
Exhibit 4	Floor Plans

EXHIBIT 1

The following described land and premises, situate in the Town of Amherst, County of Hampshire, Commonwealth of Massachusetts, known and described as follows:

Beginning at a stone bound in the northerly sideline of Lessey Street, said bound marking the southeasterly corner of the parcel described herein; thence S 64° 40' 50" along said Lessey Street a distance of eighty-five and 90/100 (85.90) feet to a point; thence N. 0° 49' 20" W a distance of thirty-two and 63/100 (32.63) feet to a point; thence S 89° 10' 40" W a distance of twenty and 24/100 (20.24) feet to a point; thence N 45° 49' 20" W a distance of twenty-three and 43/100 (23.43) feet to a point; thence N. 0° 49' 20" W a distance of one hundred sixteen and 61/100 (116.61) feet to a point, the last four courses being along land now or formerly of the Amherst Redevelopment Authority known as Parcel D-5; thence N 84° 01' 04" E along land now or formerly of the Amherst Redevelopment Authority known as Parcel B-2-B a distance of one hundred two and 29/100 (102.29) feet to a point; thence S 6° 11' 32" E along land now or formerly of the Amherst Redevelopment Authority a distance of one hundred forty and 00/100 (140) feet to the point of beginning and containing 16,009 square feet.

BOOK 3176 PAGE 0096

The parcel described above is more completely shown as Parcel B-2-A on a plan entitled "Revision to Parcel B-2, Boltwood Walk Project, Amherst, Mass., Prepared for Amherst Redevelopment Authority; dated 14 December 1977, to be considered a part of this instrument and is conveyed subject to the Public Easement as shown on the aforementioned plan."

Subject to the terms, covenants, restrictions, easements, rights of way and encumbrances of record, as more particularly described in the deed of Amherst Redevelopment Authority to Boltwood Walk Associates, Inc. dated January 30, 1978, and recorded with the Hampshire County Registry of Deeds in Book 2004, Page 161, and the Disposition Agreement between Amherst Redevelopment Authority and Boltwood Walk Associates, Inc., dated March 2, 1977, together with any amendment thereto.

Subject to an easement given to Western Massachusetts Electric Company and New England Telephone and Telegraph Company, dated September 12, 1977, given by Amherst Redevelopment Authority and recorded with the Hampshire County Registry of Deeds in Book 1980, Page 109.

Subject to easement as shown on plan of land entitled, "Revision to Parcel B-2, Boltwood Walk Project, Amherst, Mass.

BOOK 3176 PAGE 0097

Prepared for Amherst Redevelopment Authority, dated December 14,
1977."

Being all the same premises described in Indenture of Lessey
Street Realty Company by and through its general partners John
Everets, Jr., and Francis M. Barrett to Webster House Associates
recorded with Hampshire County Registry of Deeds in Book 3090,
Page 92.

EXHIBIT 2

The building on the land described in Exhibit 1 is described as follows:

a three story, wood clapboard frame building with a basement finished in part. The foundation is brick, stone and concrete. The roof is part asphalt shingles, part rolled roofing. The basement contains one unit and the ground floor contains two units. The second floor contains one unit, which unit also includes th stairways from the ground floor to the second floor and from the second floor to the third floor. The third floor contains one unit. Each Unit is to have separately metered electric and heating services.

EXHIBIT 3
TO
MASTER DEED
OF
WEBSTER HOUSE CONDOMINIUM
(see Exhibit 3A for Beneficial Interest)

<u>UNIT NUMBER</u>	<u>FLOOR LEVEL</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>NO. & COMPOSITION OF ROOMS</u>
1	B	2855	three large rooms, kitchen area, storage areas, three bathrooms
2	1st	2581	seven rooms, large entry hall, greenhouse, kitchen, two bathrooms
3	1st	2129	one large area, two bathrooms, one small office
4	1st, 2nd, 3rd	1883.5	multiple offices, closets, 2 bathrooms, hall and stairway from 1st to 2nd and from 2nd to 3rd floors.
5	3rd	1220.5	bathroom, kitchen area, large room.

LEGEND:

FLOOR LEVEL:

B is Basement
1st is Ground Floor
2nd is Second Floor
3rd is Third Floor

Unit 1 has an immediate access to a common area and exit on its east side and immediate access to an external exit and stairway on its west side and an external exit on its southside.

Unit 2 has an immediate access to two exits on its south side and one exit as its west side. Unit 2 also has exclusive rights of use and development over land area comprised of 1,732 square feet and shown as parcel 2 on a plan of land entitled "Land in Amherst (Hampshire Co.), MA. Prepared for Webster House Associates", dated November 3, 1987, revised November 18, 1987 and May 5, 1988 by C.T. Male Associates, Inc. Greenfield, Massachusetts, which plan is to be recorded in the Hampshire County Registry of Deeds.

Unit 3 has immediate access to two exits on the west side of the building. Unit 3 also has exclusive rights of use and development over land area comprised of 981 square feet and shown as Parcel 3 on the above cited plan.

Unit 4 has an immediate access to an exit on the west side of the building and to a fire escape on the east side of the building. Unit 4 also has exclusive rights of use and development over land area comprised of 2,372 square feet and shown as Parcel 4 on the above cited plan, subject to easements shown thereon.

BOOK 3176 PAGE 0101

Unit 5 has immediate access to and an easement for purposes of ingress and egress over a hallway and stairways in Unit 4 leading to an exit on the west side of the building. Unit 5 also has access to a fire escape on the east side of the building. Unit 5 is also subject to an easement through the unit for purpose of reasonable access by the Trustees to a common area in the attic.

BOUNDARIES:

The boundaries of the Units 1 through 5 with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

- A. Floors: plane of the upper surface of the concrete slab in the basement level areas and the plane of the upper floor joists in all other floors.
- B. Ceilings: the plane of the lower surface of the ceiling studs.
- C. Perimeter Walls: the plane of the surface facing such unit of the wall studs or the plane of the surface facing such Unit of the masonry where masonry is the finish material.
- D. Exterior Building Walls
Doors and Windows:
 - (i) walls: the plane of the surface facing such unit of the wall studs.
 - (ii) doors: the exterior surface of the doors utilized to provide ingress from each Unit.
 - (iii) windows: the interior surface of the glass and window frames.

The unit dimensions shown on the Plans extend to the plane of the surface facing such Unit of the interior finish surface of the walls, doors, ceilings of floors, as the case may be, although the boundaries extend as indicated below.

There are five (5) Units in the Condominium.

There are no (0) Parking Spaces in the Condominium.

BOOK 3176 PAGE 0103

EXHIBIT 3A
TO
MASTER DEED
OF
WEBSTER HOUSE CONDOMINIUM

<u>UNIT</u>	<u>OVERALL BENEFICIAL INTEREST</u>
Unit 1	23.25%
Unit 2	28.00%
Unit 3	21.00%
Unit 4	16.00%
Unit 5	<u>11.75%</u>
	100.00%

Hampshire ss. May 17 1988 at 2 o'clock and 08 minutes P.M., Rec'd, ent'd and
(MONTH) (DAY) exam'd with Hampshire Reg of Deeds, Book 3176 Page 53
Attest _____
REGISTRAR