

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

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
16734	MASTER DEED		03237/246	08/22/1988	
Property-Street Address and/or Description					
CLARK AVE CLARK AVENUE					
Grantors					
CLARK AVENUE CONDOMINIUM, FIFTY-TWO FIFTY-THREE CLARK AVENUE ASSOCIATES INC					
Grantees					
MASTER DEED					
References-Book/Pg Description Recorded Year					
05124/39 6D 1997, 05403/54 CERT 1998, 05509/271 CERT 1998, 05818/115 CERT 1999, 06059/108 AMEND 2000, 06059/111 CERT 2000, 06401/193 CERT 2001, 06401/196 AMEND 2001, 07755/317 HOME 2004, 08932/139 6D 2006, 09050/318 6D 2007, 09369/158 6D 2008, 09470/52 6D 2008, 03238/21 AMEND 1988, 03271/208 PR 1988, 03270/209 MTG 1988, 03271/210 PR 1988, 03284/33 PR 1988, 03289/214 PR 1988, 06655/94 6D 2002, 05331/212 6D 1998, 05596/35 6D 1999, 05962/238 6D 2000, 06070/269 6D 2000, 10628/226 6D 2011					
Registered Land Certificate(s)-Cert# Book/Pg					

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PHASED MASTER DEED

OF

CLARK AVENUE CONDOMINIUM

This MASTER DEED of CLARK AVENUE CONDOMINIUM, made this 19th
day of August, 1988, WITNESSETH THAT:

FIFTY-TWO/FIFTY-THREE CLARK AVENUE ASSOCIATES, INC., a Corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business situated in the City of Northampton, County of Hampshire within said state, hereinafter called the Sponsor, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and proposes to create, and does hereby create, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end it hereby declares and provides as follows:

I. Name of Condominium

The name of the condominium shall be Clark Avenue Condominium. It is the intention of the Sponsor to develop said Condominium in two (2) phases, designated as Phase I and Phase II, by amendment of this Master Deed as set forth in Article XIV hereof. Said Phases I and II are shown on a plan entitled "Site Plan for Clark Avenue Condominiums, Phase I and Phase II, Northampton, (Hampshire Co.) MA. prepared for Donald W. Todrin" dated May 27, 1988, revised June 10, 1988, prepared by C.T. MALE ASSOCIATES, INC., Registered Land Surveyor and Registered Professional Engineer, said plan being part of the condominium plans hereafter referred to, all of which are filed herewith.

II. Description of Land

The premises that constitute the condominium hereby established is composed of the land, together with the buildings and improvements thereon and to be constructed thereon, as shown on a Plan entitled "Site Plan for Clark Avenue Condominiums, Phase I and Phase II, Northampton, (Hampshire Co.) MA. prepared for Donald W. Todrin" dated May 27, 1988, revised June 10, 1988 by C.T. MALE ASSOCIATES, INC., Registered Land Surveyor and Registered Professional Engineer, to be filed herewith,

and is bounded and described as set forth in Exhibit A attached hereto and made a part hereof by reference. Said plan shows the location of all buildings in Phase I together with the location of all buildings and the parking lot in Phase II.

Said premises are subject to and have the benefit of all the rights, easements, restrictions, appurtenances, agreements, and reservations as are set forth by the Sponsor as described in this Master Deed.

III. Definitions

All terms and expressions herein used that are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

IV. Description of Building

The condominium shall consist of one (1) Building which shall contain residential dwelling units. Until the amendment of the

Master Deed as hereinafter provided in Article XIV to create Phase II of the Condominium, there shall be two (2) units within the Building during Phase I as shown on the Condominium plans filed herewith, both such units being located in Phase I. In view of the significant square footage of Unit 1, Phase I, the owner(s) of said Unit shall have the unconditional right to subdivide said Unit 1, Phase I into as many units as may be permitted by the Zoning Ordinance of the City of Northampton, without the consent or approval of the Condominium Association. In addition, the owner(s) of Unit 1, Phase I, shall have the unconditional right to add either a second story, or a second and third story, above that portion of Unit 1, Phase I, which is presently one story in height, without the consent or approval of the Condominium Association, any such addition to comply with all applicable requirements of the Zoning Ordinance of the City of Northampton, the Massachusetts State Building Code, and all other applicable laws and regulations. The owner(s) of Unit 1, Phase I, shall also have the right to add an outside deck immediately to the rear of the porch sunroom as shown on Floor Plan. If Phase II is created, it shall consist of sixteen (16) units within said Building.

The Building portion within Phase I consists of:

one story principally constructed of
brick and a wood frame garage, a base-

ment, and a partial second floor built
of wood

The Building portion within Phase II consists of:

two stories of brick construction, a
third story of wood frame construction,
and a basement

The building consists of two (2) stories plus a basement,
except that a portion of Unit 1, Phase I, consists of one (1)
floor plus a basement.

V. Description of Units and Boundaries

The designation of each Unit in Phase I of the Condominium
and a statement of its location, approximate area, number of
rooms, immediate common area to which it has access and other
descriptive specifications thereof are shown on Exhibit B
attached hereto and made a part hereof by reference.

Each unit in Phase I includes the ownership of all utility
lines, heating, ventilating, air conditioning, plumbing,
electrical, and other apparatus which serve exclusively, and are
located within the individual unit.

The Units in Phase I of the Condominium contain the
following: Unit 1 contains kitchen, dining room, living room,
two full baths, three (3) bedrooms, a sunroom/sitting room, a
porch, a deck, a basement, and an attached garage.

A portion of Unit 1 is one (1) story in height, and a portion of Unit 1 (containing two (2) bedrooms) is two (2) stories in height, and Unit 1 contains three thousand three hundred fourteen feet (3,314) in total.

Unit 2 is a one (1) room studio apartment plus full bath. It is one (1) story and contains five hundred fifty-seven (557) square feet, and is located above the garage which is attached to Unit 1.

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

- (a) Floors: The upper surface of the subflooring or, in the case of the basement floor, the lower surface of the concrete floor slab.
- (b) Ceilings: The plane of the upper surface of the roof sheathing (exclusive of shingles).
- (c) Interior Building Walls between Units: The plane of the surface facing such Unit of the wall studs.
- (d) Exterior Building Walls, Doors and Windows: As to exterior walls, the plane of the interior surface of the wall studs and as to the basement, the interior surface of the concrete walls; as to metal insulated doors providing access and egress to the Unit, the plane of the exterior surface thereof; and as to

windows and doors containing glass, the planes of the exterior surfaces of the glass; and the planes of the exterior surfaces of the window or panel frames.

The Units in Phase II of the Condominium, if created, shall be constructed out of brick and wood, rehabilitation construction and shall consist of three (3) floors within the existing brick and wood building and one (1) floor of new wood construction added to the roof of the existing building.

VI. Modifications, Right to Combine Units, Etc.

(A) If at any time the title to any units which are on the same floor as one another and 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 Board of Managers of the Clark Avenue Condominium Association; provided, however, that the work of combining the units would not jeopardize the soundness or safety of the building, in which event the Unit Owner would be required to obtain the unanimous consent of all Unit Owners of the Phase of the Building in which the work is to be performed and the mortgagees of record of such Phase to perform the work after said unit owner first submits written plans and specifications of the proposed work to the Board of Managers, 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 construct internal stairways connecting said units, without having to first obtain the consent for said construction necessary to connect the units from the Board of Managers; provided, however, that the work of combining the units would not jeopardize the soundness or safety of the building; 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 internal stairway shall include opening an area in the Common Elements located between the lower unit and the upper unit opening within the concerned units, and such structural modification and changes to said flooring as necessary for the construction, safety, and serviceability of the stairway.

(C) Unit owners performing any construction work under this paragraph of the Master Deed shall: (a) secure all appropriate licenses and permits necessary for such work, in the name of the Board of Managers, at unit owner's sole cost and expense; (b) provide contractors and subcontractors insurance, comprehensive public liability insurances, and other appropriate insurances, insuring the said unit owner, the Board, 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 interference with the peaceful use and possession of the premises by the occupants of the condominium, and promptly discharge any and all mechanic's and materialmen's liens arising from said work.

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 Elements arising from said passageway or stairway or stairway enclosure.

Subdivision of Units: to the extent permissible under the then current zoning ordinance of the City of Northampton, there is granted to the owner of a unit the right to subdivide that unit, provided:

- (A) Each resulting unit possesses an undivided interest in all common elements;
- (B) The percentage ownership of the original unit is divided between the resulting units in proportion to the relative value of the two 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) That suitable amendments to the Master Deed, Trust and Plans "as built" will be prepared and filed at the expense of the subdividing party;
- (D) That the subdividing party will obtain, from duly certified Massachusetts legal counsel, 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;
- (E) That all mortgage holders secured by the unit being subdivided consent to said subdivision.

VII. Unit Appurtenances

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Sections XII and XIII of this Master Deed and the provisions of the By-Laws of the Clark Avenue Condominium Association and the rules and regulations promulgated pursuant thereto, to use and occupy the following:

- (a) With respect to Units 1 and 2 of Phase I, all land contained within Phase I as shown on said site plan referred to in Section II above. With respect to all other units,

the deck area immediately adjacent to the rear of each such Unit, all as shown or to be shown on the Site Plan referred to herein; and all land contained in Phase II as shown in said site plan referred to in Section II above, except that nothing herein contained, nor any subsequent events or amendments, shall in any way limit, restrict, or otherwise interfere with the exclusive use, right and easement of the owner(s) of Unit 1, Phase I, to eight (8) parking spaces in the parking lot, as set forth in the immediately following subparagraph (b).

(b) Any parking spaces exclusively allocated to such Unit by the Board of Managers of Clark Avenue Condominium Association pursuant to the provisions of this Master Deed and the By-laws. Notwithstanding the above, Unit 1, Phase I, hereby is allocated the exclusive use, right, and easement to eight (8) parking spaces located in the southwesterly corner of the parking lot; which parking lot is shown on the plan referred to in Article II hereof. The owner(s) of Unit, Phase I, shall have the right to assign by lease or otherwise, the use of such parking spaces to any person, provided, however, that said owner(s) shall at all times satisfy zoning requirements.

(c) All heating, ventilating, air conditioning, sprinkler systems and other equipment and facilities that serve only such Unit.

(d) With respect to Unit 1, Phase I, the sprinkler system is exclusively dedicated to Unit 1, and all expenses, maintenance, repair, testing, etc., shall be the responsibility of the owner(s) of said Unit 1, Phase I.

(e) With respect to Units 1 and 2, Phase I, including the following but not limited to this list, the roofs, structure, foundation, brick facade, interior walls, exterior walls, party wall, windows, doors, decks, walkways, fencing, heating, electrical and plumbing systems, sprinkler system, and including any expansion and/or subdivision of Unit 1, Phase I, are dedicated exclusively thereto, and all expenses, maintenance, repairs, etc. shall be the exclusive responsibility of the respective owners of Units 1 and 2 of Phase I, and any additional Units if added to Phase I.

With respect to Units 1 through 16, Phase II, including the following but not limited to this list, the roofs, structure, floors, foundation, brick facade, interior walls, exterior walls, party wall, windows, doors, decks, walkways, fencing, heating, electrical and plumbing systems of Phase II are dedicated exclusively thereto, and all expenses, maintenance, repairs, etc., shall be the exclusive responsibility of the respective owners of Units 1 through 16 of Phase II.

The parking lot referred to in (b) above, shall be kept free of ice and snow and shall be maintained and repaired as necessary by the Board of the Clark Avenue Condominium Association in accordance with the provisions of the By-laws thereof. All other exclusive rights and easements shall be maintained and repaired by the Unit Owners entitled to such exclusive rights and easements at such Unit Owners expense.

Whenever pursuant to the terms hereof, maintenance, repairs, and replacements are to be done at the sole and separate expense and risk of the owner of a Unit, (i) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the By-laws of the Clark Avenue Condominium Association and the rules and regulations promulgated with respect thereto, and (ii) if the owner of any such Unit shall fail or neglect to so maintain any such facility or area in a proper manner, said Managers of the Clark Avenue Condominium Association may do so and charge such Unit owner for the cost thereof and the cost of such work shall constitute a lien upon such Unit and the Unit owner shall be personally liable therefor in addition to his share of the common expenses.

VIII. Common Areas and Facilities

Until the Master Deed is amended to create Phase II of the Condominium, the common areas and facilities of the Condominium shall consist of the land described in Article II hereof including all parts of the Building and improvements thereon other than the Units themselves; until such amendment of the Master Deed as aforesaid, the building shown to be within the boundaries of Phase II on the "Site Plan for Clark Avenue Condominium" filed herewith, is specifically excluded from the common areas and facilities of the Condominium and the Sponsor specifically reserves the right to improve and construct said Building and said

Phase II thereon. Further, the Sponsor reserves the right, in its sole discretion, at any time hereafter, to determine that Phase II shall not be created by amendment to the Master Deed, but no such determination shall in any way limit, restrict or otherwise interfere with the exclusive use, right and easement of the Owner(s) of Unit 1, Phase I, to the eight parking spaces in the parking lot as set forth in subparagraph (b) of Article VII hereof.

The common areas and facilities of the Condominium comprise and consist of

- (a) the land described in the foregoing Article II herein, together with the benefit of and subject to the rights and easements referred to in Article II hereof and the rights and easements reserved by the Sponsor as described in this Master Deed and the exclusive use provisions contained in Article VII hereof;
- (b) those portions of the Building not included within the boundaries of the Units contained therein, including the foundations, structural columns, girders, beams, supports, exterior walls, party walls, and common walls, and roofs (shingles) of the buildings;
- (c) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, septic tanks, and sewer disposal systems located without the Units and all such facilities located within any Unit that serve parts of

the Condominium other than the Unit within which such facilities are contained; as to sewage disposal systems and utility conduits, lines, pipes, and wires, the right and easement to use the same shall be included as part of the common areas and facilities;

- (d) the utility meter room for the Building located in the basement containing the electrical, water, and other meters for the Building and common areas and with sole access thereto by means of an exterior basement door;
- (e) the lawns, plants, shrubbery, landscaping, driveways, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereon and thereof, including walls, retaining walls, railings, stairways and lighting fixtures (subject to such exclusive rights and easements appurtenant to Units as hereinbefore set forth);
- (f) the parking spaces on the land referred to in clause (a) hereof (subject to the exclusive rights and easements appurtenant to Units as hereinbefore set forth);
- (g) all other elements and features of the Condominium property, however designated or described, excepting

only the Units themselves as herein defined and described, and all other items, listed as common areas and facilities in Massachusetts General Laws Chapter 183A, and located on the property and not referred to herein.

Said common areas and facilities shall be subject to the provision of the By-laws of the Clark Avenue Condominium Association hereinafter referred to, and to all rules and regulations promulgated thereto with respect to the use and maintenance thereof.

With respect to additional parking spaces not exclusively assigned to Unit owners, the same shall be available for occasional use by all occupants of Units, their tenants and their guests, subject to and in accordance with said By-laws and rules and regulations of said Condominium Association. The use of any such exclusive parking space may be assigned by lease or otherwise, by the owner of the Unit to which it is appurtenant to any other Unit owner in the Condominium, but not to any other person, except as provided in Article VII (b).

In addition to and not in limitation of the rights of the Unit owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner or owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common areas

and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, ducts, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to

- (a) the exclusive rights and easements herein granted to particular Units in certain facilities;
- (b) the restrictions and other provisions herein set forth; and
- (c) the rules and regulations promulgated by the Board of Managers of Clark Avenue Condominium Association.

The Managers of the Clark Avenue Condominium Association shall have, and are hereby granted, the right of access upon reasonable notice at reasonable times and consistent with the comfort, convenience and safety of owners, to such areas of each Unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions herein, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws.

The Managers of Clark Avenue Condominium Association shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes within its respective phase of development; and no owner shall do any of the foregoing without the prior written permission of said Manager in each instance. With respect to Phase I, the unit owner(s) thereof, have the exclusive responsibility for maintenance of all land contained within Phase I including lawns, trees, plants and other landscaping and fencing.

IX. Encroachments

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the the subject building shall stand.

X. Floor Plans of Unit

Simultaneously with the registering hereof there has been registered a set of the floor plans of the Building and the Units included in Phase I of the Condominium, showing the layout, locations, Unit designations, and dimensions of the Units, stating the designation of the Building, and bearing the verified statement of a registered land surveyor certifying that said plans fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units, as built. Floor plans with respect to Units in Phase II of the Condominium shall be recorded with the amendment to the Master Deed creating such Phase II.

XI. Percentage Interests in Common Areas and Facilities

Each Unit of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage herein specified therefor as set forth in Exhibit C attached hereto and made a part hereof by reference. For so long as the only Units in the Condominium are those comprised in Phase I, the percentages specified in column A of the list set forth in Exhibit C hereof shall be the respective percentage interest of the Units in the Condominium; and from and after the creation of said Phase II of the Condominium, if said Phase II is created in accordance with the provisions of Article XIV hereof; the percentages specified in Column B of the list set forth in Exhibit C shall be the respective

percentage interests of the Units in the Condominium comprising Phases I and II. If Unit 1, Phase I owner(s) shall elect to subdivide and/or add additional units onto Unit 1's roof as set forth in Article IV, then the determination of the percentage interest in the common areas of the respective units in Phase I and Phase II shall be adjusted proportionately and in accordance with the additional units added. The determination of the percentage interest of the respective Units in the common areas and facilities have been made upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all Units in the Condominium, including Phases I and II on the date hereof.

XII. Purposes of Units

The purposes for which the buildings and the Units and other facilities are intended to be used are as follows:

(A) Each of the Units is intended to be used solely for residential purposes, subject to the restrictions set forth in the following Article XIII; provided, however, that such Units may be used by the Sponsor hereof for other purposes temporarily pursuant to the provisions of, and subject to the limitations set forth in, the following Article XII(C).

(B) Except as hereinabove provided, without the prior written permission of the Board of Managers, the parking spaces are to be used solely for the parking of private passenger cars of occupants of Units, provided however, that locations for the parking or storage of trailers, boats or other vehicles or items owned by occupants of Units may be specified in the By-Laws or in the rules and regulations promulgated pursuant

thereto.

(C) As provided in the foregoing Article XII(A), and notwithstanding the provisions of the following Article XIII, the Sponsor hereof may (a) let or lease Units that are owned by him or her, and (b) use any Unit owned or leased by him or her as models for display, as offices, or as storage areas, for purposes of construction, sale or leasing of Units, insofar as permitted by applicable law and governmental regulations.

(D) Any and all recreational facilities included as such by the Sponsor in the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the occupants of the Units and their families and guests, subject to (a) provisions of the By-laws of the Clark Avenue Condominium Association and rules and regulations promulgated pursuant thereto, and (b) provisions of the following Article XIII of this Master Deed.

XIII. Restrictions on Use of Units

Said Units and the common areas and facilities of the Condominium shall be subject to the restrictions that:

(a) No such Unit shall be used for any purpose other than as a dwelling;

(b) No business activities of any nature shall be conducted in any such Unit, except (i) as provided in Paragraph (C) of Article XII, hereof, and (ii) that a person residing in any such Unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, maintain therein an office for his or her personal and professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for services to clients or patients;

(c) Units may be leased for use by other than the owners thereof provided (i) the lease is in writing; (ii) the lease is for not less than the entire Unit; (iii) the lease is not for transient or hotel purposes; (iv) the term of any such lease is no less than thirty (30) days; (v) such leasing is specifically made subject to the provisions of this 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 thereunder; and (vi) such lessee executes a written agreement directly with the Board of Managers of the Condominium Association under which he or she specifically agrees to observe and be bound

by same. The foregoing provisions, however, shall not apply to leasing of Units by Sponsor prior to the initial sale thereof.

(d) Only one (1) pet, which weighs less than thirty (30) pounds, may be kept in a Unit at one time. Such pet shall not be noisome or offensive to occupants of other Units, shall be suitably controlled and shall be pounded, leashed, or caged whenever it is on the Condominium premises outside the interior of any Unit;

(e) 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 Articles VI, XII and XIII hereof, and may modify, remove and install non-bearing walls lying wholly within such unit; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously and in a workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Board of Managers, which approval shall not be withheld or delayed unreasonably.

(f) 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;.

(g) All maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification, except as otherwise herein specifically provided;

(h) All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the provisions with respect thereto from time to time promulgated by the Board and in accordance with the provisions of the By-laws;

(i) No improper, offensive, or unlawful use shall be made of the Units or any part thereof, and all applicable laws, zoning ordinances and regulations of all governmental bodies have jurisdiction thereof shall be strictly observed by all Unit owners;

Except as otherwise herein specifically provided, said restrictions shall be for the benefit of the owners of all of the Condominium Units and the Managers of Clark Avenue Condominium Association as the persons in charge of the common areas and facilities, shall be enforceable solely by said Managers and shall, insofar as permitted by law, be perpetual and to that end, may be extended by said Managers at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof. Said restrictions may be implemented and further defined by rules and regulations promulgated by the Clark Avenue Condominium Association pursuant thereto.

XIV. Creation of Phase II

The Sponsor reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include in this Condominium Phase II thereof, pursuant to and in accordance with the following provisions of this Article XIV. Phase II shall consist of and shall include the Building thereon shown to be within Phase II on the Site Plan for Clark Avenue Condominium filed herewith. With respect to said Phase II:

- (a) The Sponsor shall not amend this Master Deed so as to include such Phase II until the construction of the building

containing the units in such Phase II has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A.

(b) Upon the recording of such amendment of this Master Deed so as to include said Phase II, the units in the Building in such Phase II shall become units in this Condominium owned by the Sponsor, and the common areas and facilities of this Condominium shall include the land hereinbefore described in Article II and the same elements, features and facilities of the buildings and grounds which are described, defined and referred to in the foregoing Article VIII hereof as common areas and facilities. After the registering of such amendment of this Master Deed creating said Phase II, the total number of units in the Condominium, including Phase I, shall be eighteen (18) units.

(c) If the Sponsor has not amended this Master Deed as to include said Phase II in the Condominium within five (5) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to said Phase II; and

(d) Nothing herein shall be deemed to obligate the Sponsor to create said Phase II.

The Sponsor, or its successors in interest, shall have the right, prior to the execution and recording of the amendment creating said Phase II, to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in said Phase II, but no such change shall alter the percentage interest in the common areas and facilities set forth in this Master Deed with respect to units in Phase I.

Any such amendment creating Phase II shall contain with respect to Phase II all the particulars required by said Chapter 183A of the General Laws of Massachusetts. Without limitation of the foregoing, the designation of each unit in Phase II, a statement of its location, approximate area, number of rooms, and the immediate common area to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the amendment creating said Phase II. No such amendment to this Master Deed shall be effective until it is recorded with the Registry District of Hampshire County.

Sponsor further reserves the right for itself and its assigns, in its sole discretion, to abandon its intention to create Phase II of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry District of Hampshire County, and, upon the recording of said

instrument, the rights hereinbefore reserved to create Phase II shall thereby terminate upon the date of registering said statement.

XV. Amendment of Master Deed

Except for the amendment creating Phase II described in Article XIV above, this Master Deed may be amended by an instrument in writing (a) signed by the owners of units entitled to not less than sixty-seven percent (67%) of the undivided interests in the common areas and facilities, and (b) signed by a majority of Managers of the Clark Avenue Condominium Association and (c) duly recorded with the Registry District of Hampshire County; PROVIDED HOWEVER, that:

(A) The date on which any such instrument is first signed by an 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) No instrument of amendment which alters the dimensions of any unit or affects the use of the unit or the exclusive use of a common area reserved to a unit hereunder, or which impairs or modifies the rights of the owner(s) of Unit 1, Phase I to subdivide said unit or to add a second or third story as provided in Article IV hereof, or which impairs or modifies the exclusive use, right and easement of the owner(s) of said unit to eight (8) parking spaces in the parking lot as set forth in Article VII (b) hereof, shall be of any force or effect unless the same has been signed by the owners of the unit so affected;

(C) Except as provided in, and in accordance with the provisions of, Articles XI and XIV of this Master Deed, 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 the owners of all of the Units and said instrument is therein designated as an Amended Master Deed.

(D) No instrument of amendment affecting any Unit in a manner that impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder of such first mortgage and no instrument of amendment that relates to matters described in Article XXIII herein shall be of any force or effect unless the same has been assented to by the appropriate percentage of holders of first mortgages as set forth in said Article XXIII; and

(E) No instrument of amendment that alters the Master Deed in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

(F) 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 a unit is owned of record by more than one person, the

several owners of such unit shall: (i) 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 (ii) notify the Board of Managers of such designation by a notice in writing signed by all the record owners of such unit. Any such designation shall take effect upon receipt by the Managers and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Managers may designate any one of such owners for such purposes.

(G) Notwithstanding anything contained in this Master Deed or in the By-Laws of the Condominium Association to the contrary,

nothing contained in this Article XV nor in any amendment adopted pursuant hereto shall be deemed or construed to vitiate or impair the rights reserved to the Sponsor in and by the provisions of Article XIV of this Master Deed, to amend this Master Deed, without the consent of any Unit Owner of Mortgagee, so as to include Phase II in the Condominium in the manner provided in said Article XIV. Further, no amendment to this Master Deed affecting the rights of the Sponsor to amend this Master Deed, without the consent of any Unit Owner or Mortgagee to create Phase II, or affecting the Sponsor's rights under Article XXII of this Master Deed, may be made without the written consent of the Sponsor or its successors and assigns.

XVI. Organization of Unit Owners

The Condominium Association through which the Unit Owners will manage and regulate the Condominium established hereby is the Clark Avenue Condominium Association established by By-Laws, dated Aug 19th, 1988 to be recorded herewith. Said By-Laws establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The original and present Manager thereof is DONALD W. TODRIN, President, having a usual place of business at 111 Pleasant Street, Northampton, Massachusetts 01060.

Said Manager has enacted such By-laws, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of Massachusetts.

XVII. Applicability of Chapter 183A

The Units and the common areas and facilities, and the Unit Owners and Managers of the Clark Avenue Condominium Association, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in said By-laws, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium Association established hereby, including, without limitation, provisions thereof with respect to common expenses, funds, and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

All present and future owners, tenants, visitors, servants, and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, and the By-laws, and the rules and regulations, as they may be amended from time to time, and items affecting the title to the Property as set forth herein. The acceptance of a deed or conveyance or the entering into

occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, By-laws, and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all 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 or occupancy thereof. In furtherance of the foregoing and not in limitation thereof, the Managers of the Clark Avenue Condominium Association shall have the power and right to terminate any lease or occupancy arrangement or to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of this Master Deed, the By-laws or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

XVIII. Invalidity

The invalidity of any provision of this Master Deed because of any conflict with Massachusetts General Laws, Chapter 183A or otherwise 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.

XIX. 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 that may occur.

XX. 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.

XXI. 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 provisions of the Articles of Association and By-Laws of Clark Avenue Condominium Association, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and Chapter 183A, the provision 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 such remaining provisions of this Master Deed shall continue in full force and

effect as if such invalid provision had never been included herein.

(c) In the event of any conflict between the preceding subparagraph and any other provisions of this Master Deed or the Articles of Association and By-Laws of Clark Avenue Condominium Association, the provisions of said preceding subparagraph shall control.

(d) In the event of a conflict between the Master Deed and the Condominium Association or its By-Laws, the provisions of the Master Deed shall control.

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XXII. Sponsor's Reservation of Rights: Assignment of Sponsor's Rights

In addition to all other rights of the Sponsor hereunder and pursuant to Sponsor's right to amend this Master Deed so as to create Phase II as set forth in Article XIV hereof, Sponsor reserves unto itself or its agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the rights and easements to use, occupy, and alter, for construction purposes only, the land described in Article II for all purposes necessary or desirable in order to construct the Building and the Condominium units in Phase II thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Sponsor reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the Condominium units in Phases I and II is conveyed of record by the Sponsor: the right of access, ingress, and egress over and upon the land described in Article II hereof and the common areas and facilities of the Condominium, including that deemed by the Sponsor to be necessary for marketing purposes and for the

work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by Sponsor in connection with the creation and construction of said Phase II; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units in Phases I and II and the common areas and facilities and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Condominium units in Phases I and II and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing said Phase II; to construct buildings and improvements on the land described in Article II hereof and as shown on the ^{Site Plan for Clark} Avenue Condominium filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of said Phase II; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for

periods of not more than eight (8) hours at any time during any day) the use by Unit Owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Sponsor removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wire, cables, conduits, and sewerage and drainage lines in order to facilitate construction of said Phase II or in order to facilitate the installation of appliances or fixtures in the units or common areas and facilities under construction without liability for such interruption of service, provided however that the Sponsor shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium units in Phase II and the common areas and facilities in connection with Phases I and II.

The Sponsor, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights

hereunder and in the By-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Sponsor.

XXIII Additional Rights of First Mortgagees. Notwithstanding any other provisions of this Master Deed or the Condominium By-Laws to the contrary, the following provisions shall govern and control:

(a) In the event any right of first refusal in the case of sale or lease of a unit is incorporated into this Master Deed, such right shall not impair the rights of a first mortgagee 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 the first mortgagee;

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal insofar as the same would relate to his taking title through such foreclosure sale;

(c) Unless at least 67% of the first mortgagees holding mortgages on the individual units in the CONDOMINIUM have given their prior written approval, neither the Unit Owners nor the Board of Managers 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 a taking by condemnation or eminent domain, and then only by acting, in the event of a casualty loss, in accordance with the provisions of Section 17 of said Chapter 183A;

(ii) 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 except as provided in Article XIV herein;;

(iii) partition or subdivide any Unit except in the case of Unit 1 of Phase I.

(iv) 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 shall not be deemed an action for which

any prior approval of mortgagees shall be required under this subsection;

(v) in no event shall any provision of this Master Deed or the Condominium 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 or the Common Elements.

(e) Any first mortgagee will be entitled to:

(i) written notification from the Board of Managers of the CONDOMINIUM 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 Condominium By-Laws which is not cured within sixty (60) days;

(ii) inspect the books and records of the condominium Association during normal business hours;

(iii) upon written request, receive an audited annual financial statement and other financial data of the Condominium Association within ninety (90) days following the end of the fiscal year of the said Condominium Association, provided, however, if the

Condominium contains less than 50 Units, such statement shall be provided at the mortgage holders expense;

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

(v) prompt written notification from the Board of Managers of the Condominium Association of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium.

(vi) prompt, written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and

(vii) prompt written notice of any proposed action which would require the consent of a specified percentage of eligible mortgagees.

It is intended that the provisions of this Paragraph shall comply with the Requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to Condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention except as may otherwise specifically be provided herein.

The provisions of this Article XXIII 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.

Notwithstanding any provisions of this Master Deed, the Articles of Association and/or the By-Laws of Clark Avenue Condominium Association to the contrary, excepting only the provisions of Article XXIII of this Master Deed which grants certain rights to first mortgagees, neither the unit owners nor the Board of Managers shall, by act or omission, impair, abrogate, or diminish, in any way or to any extent, the rights, benefits, easements, or appurtenances, belonging to, held by, or inuring to the benefit of, the owners of the units now or hereafter existing in Phase I of the Condominium, nor increase the obligations, duties or responsibilities of the owners of such units, unless the same shall have received the unanimous written consent of all of the owners of units in Phase I so long as there shall be no more than two (2) units in Phase I, and in the event there shall be more than two (2) units in Phase I, the written consent of the owners of units in Phase I representing not less than seventy-five (75%) percent of the percentage of the total interest in common areas and facilities held in the Clark Avenue Condominium by the unit owners of Phase I. Notwithstanding the foregoing, the owners of Units in Phase I may be assessed an additional amount for the increased cost of insurance premiums in the event a second or third story is added to Phase I.

From and after the date of the First election Meeting, as defined in Article II of the Articles of Association and By-Laws of Clark Avenue Condominium Association, the unit owners of Phase I shall have the right to elect one (1) of the Managers on the Board of Managers, such Manager to be selected by the unit owners of Phase I representing at least fifty-one (51%) percent of the percentage of the total interest in common areas and facilities held in the Clark Avenue Condominium by the unit owners of Phase I.

Witness the execution hereof under seal as of the day and year first above written.

Fifty-Two/Fifty-Three Clark Avenue Associates, Inc.

Janet R. Smargie
Witness

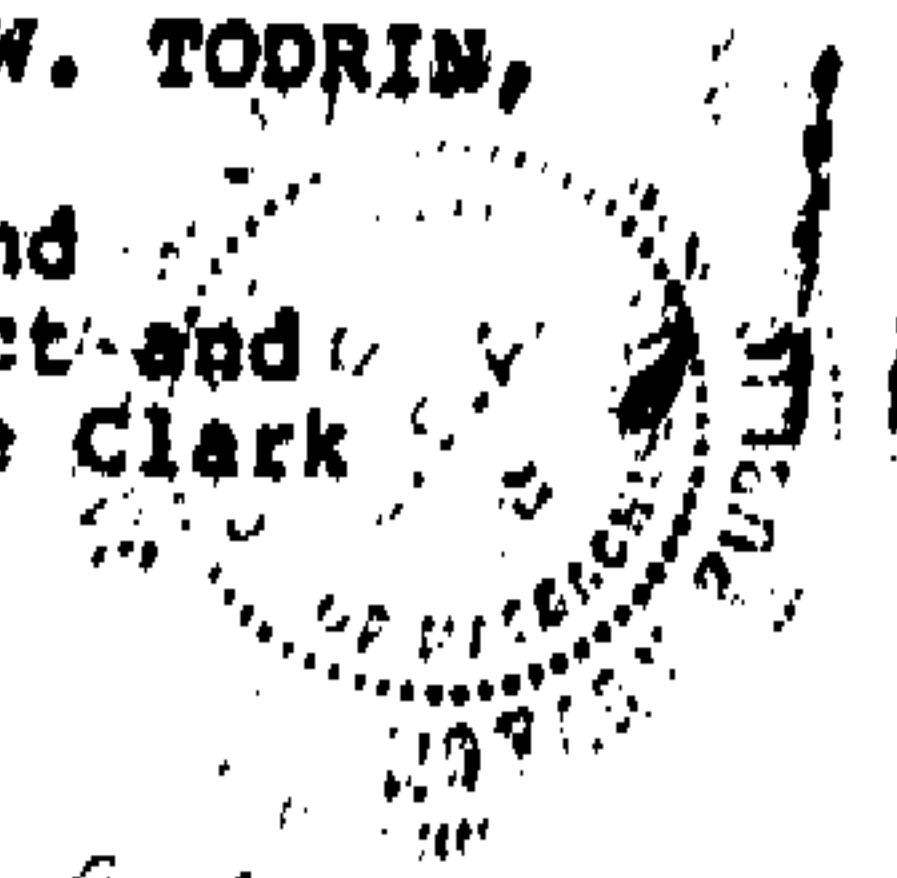
By: Donald W. Todrin
Donald W. Todrin,
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

August 19, 1988

Then personally appeared the above-named DONALD W. TODRIN, President and Treasurer, and duly authorized agent of Fifty-Two/Fifty-Three Clark Avenue Associates, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fifty-Two/Fifty-Three Clark Avenue Associates, Inc., before me.



Janet R. Smargie
Janet R. Smargie, Notary Public
My commission expires: December 9, 1994

A parcel of land in Northampton, Hampshire County, Massachusetts, lying northerly of Clark Avenue and westerly of South Street, and being more particularly bounded and described as follows.

Beginning at an iron pipe in the northerly sideline of Clark Avenue, said pipe marking the southeasterly corner of the parcel described herein; thence the following two courses along said Clark Avenue, N84°12'00"W a distance of 133.90 feet to a point, S61°56'52"W a distance of 175.90 feet to a point; thence the following four courses along land now or formerly of the grantor herein, N85°46'28"W a distance of 11.14 feet to a point, N70°27'55"W a distance of 37.85 feet to a point, N87°44'44"W a distance of 44.86 feet to a point, N80°19'42"W a distance of 17.10 feet to a point; thence the following four courses along land now or formerly of the City of Northampton, N33°42'18"E a distance of 20.59 feet to a point, N49°43'25"E a distance of 79.00 feet to a point, N64°23'34"E a distance of 263.52 feet to a point, N73°20'02"E a distance of 89.19 feet to a point; thence the following three courses along land now or formerly of William F. and Penelope Boyle, S04°15'00"W a distance of 73.00 feet to a point, S85°45'00"E a distance of 13.75 feet to a point, S04°15'00"W a distance of 83.00 feet to the point of beginning.

The parcel described above contains 38,872 square feet, is a portion of the land described in Book 3078 at Page 238, is conveyed subject to an easement described in Book 2219 at Page 31, and is more particularly shown as Parcel 1 on a plan entitled "Plan of Land in Northampton, (Hampshire County) MA, prepared for Donald W. Todrin", by C.T. Male Associates, P.C.; dated May 27, 1988.

For title see deed of Clark I, Inc. to Fifty-Two/Fifty-Three Clark Avenue Associates, Inc., dated October 23, 1987 and recorded with the Hampshire County Registry of Deeds in Book 3078, Page 238.

For title also see deed of Michael G. Sissman to Fifty-Two/Fifty-Three Clark Avenue Associates dated August 10, 1988 and recorded with the Hampshire County Registry of Deeds simultaneously herewith; and deed of Bernard S. Todrin and Donald W. Todrin to Fifty-Two/Fifty-Three Clark Avenue Associates dated August 10, 1988 and recorded with the Hampshire County Registry of Deeds simultaneously herewith; and deed of Harry H. McColgan and Molly A. McColgan to Fifty-Two/Fifty-Three Clark Avenue Associates, Inc. dated August 19, 1988 and recorded with the Hampshire County Registry of Deed simultaneously herewith.

"CLARK AVENUE CONDOMINIUM MASTER DEED"

EXHIBIT B

UNIT DESIGNATION

<u>Phase</u>	<u>Unit Designation</u>	<u>Location</u>	<u>No. of Rooms</u>	<u>Approximate Sq. Foot Area</u>	<u>Common Area Accessed</u>
I	1	West Side/Phase I	7	3,314	Front, Back, Side grounds of Phase I
I	2	East Side/Phase I	1	557	Front, Back, Side grounds of Phase I

"CLARK AVENUE CONDOMINIUM MASTER DEED"

EXHIBIT C

PERCENTAGE INTERESTS IN
COMMON AREAS AND FACILITIES

<u>Phase</u>	<u>Unit Designation</u>	<u>Column A Percentage Interest Phase I</u>	<u>Column B Percentage Interest Phase II Completed</u>
I	1	86%	12.00%
I	2	14%	3.00%
II	1		3.95%
II	2		4.15%
II	3		3.92%
II	4		5.51%
II	5		5.64%
II	6		5.64%
II	7		6.50%
II	8		6.59%
II	9		5.51%
II	10		5.64%
II	11		5.64%
II	12		6.37%
II	13		5.64%
II	14		4.61%
II	15		4.61%
II	16		5.08%
			<u>100.00%</u>

Hampshire ss. Aug. 22 1998 at 1 o'clock and 02 minutes P.M., Rec'd, ent'd and
 (MON) (DAY)
 exam'd with Hampshire Reg. of Deeds, Book 3237 Page 246
 Attest _____
 REGISTER