

SEE BOOK 312 PAGE 138

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MASTER DEED

OF

THE COURTYARD CONDOMINIUM

SEE BOOK 3114 PAGE 280

This Master Deed of THE COURTYARD CONDOMINIUM, made this 13th day of April, 1987, witnesseth that:

SEE BOOK 3114 PAGE 286

500 West Street Partnership, a Massachusetts partnership, of Amherst, Massachusetts, consisting of (1) WILLIAM J. and JACQUELINE W. MELLEEN, jointly, or the survivor of them, residing at 446 Chesterfield Road, Leeds, Massachusetts (together acting as a single partner), (2) AUSTIN & COPE, a Massachusetts general partnership whose partners are Allan D. Austin and James P. Cope, having principal offices at 24 South Prospect Street, Amherst, Massachusetts (said partnership acting as a single partner), (3) HAMPSHIRE DEVELOPMENT CORP., a Massachusetts corporation having its principal office at 26 South Prospect Street, Amherst, Massachusetts, and (4) CELL COMPANY, INC., a Massachusetts corporation having its principal office at Plantation Road, Hatfield, Massachusetts being the authorized partnership representatives hereinafter called the Declarant, being the owner of certain premises in Amherst, Hampshire County, Commonwealth of Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and propose to create and do hereby create, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end we hereby declare and provide as follows:

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I. NAME OF CONDOMINIUM

The name of the condominium shall be The Courtyard Condominium.

SEE BOOK 3415 PAGE 79
Unit 1

II. DESCRIPTION OF LAND

The premises which constitute the condominium hereby established comprise the land, together with the buildings and improvements thereon and to be constructed thereon, as shown on a Site Plan entitled "Plan of Land in Amherst, Massachusetts, surveyed for "500 West Street Partnership" Scale 1"=20'," dated March 16, 1987, by Harold L. Eaton, Professional Land Surveyor, 9 Sunrise Drive, Hadley, Massachusetts, to be recorded herewith, and is bounded and described as set forth in Exhibit "A", entitled "Description" attached hereto and made a part hereof by reference.

Said premises are conveyed subject to and with the benefit of all rights, easements, restrictions, appurtenances, agreements, and reservations of record, if any, insofar as the same are now in

SEE BOOK 3415 PAGE 85
Unit 5

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Unit 10

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Unit 15

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Unit 19

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Unit 18

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Unit 4

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Unit 11

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Unit 6

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Unit 14

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THE COURTYARD CONDOMINIUM

MASTER DEED

EXHIBIT A

DESCRIPTION

The land in said Amherst, with the buildings thereon, situated on the Easterly side of West Street, bounded and described as follows:

Beginning at an iron pin set in the Easterly side of said West Street approximately one hundred fifty-nine (159) feet Southerly from the intersection of the Southerly line of Pomeroy Lane with the Easterly line of said West Street; thence running S. $56^{\circ}06'23''$ E. two hundred sixty-seven (267) feet along land now or formerly of Mathias W. Berglund and Marilyn E. Berglund to an iron pin; thence running S. $15^{\circ}41'57''$ W. two hundred ninety-three and ten hundredths (293.10) feet along other land now or formerly of said Berglund et ux to an iron pin; thence running N. $78^{\circ}02'33''$ W. four hundred eighteen and fifty-eight hundredths (418.58) feet along land now or formerly of James R. Fitts et ux and land now or formerly of Schuyler H. Aldrich et ux to an iron pin; thence running N. $38^{\circ}43'17''$ E. three hundred ninety and ninety-nine hundredths (390.99) feet along said West Street to a Massachusetts Highway Bound; thence running N. $29^{\circ}56'$ E. forty-five and thirty-three hundredths (45.33) feet along said West Street to the point of beginning.

Being the same premises conveyed to 500 West Street Partnership by deed of William J. Mellen and Jacqueline W. Mellen dated April 1, 1986 and recorded in the Hampshire County Registry of Deeds.

Subject to a sewer and drain easement benefitting the Inhabitants of the Town of Amherst as shown to affect "Parcel 1" in an Order of Taking dated December 10, 1968 and recorded in the Hampshire County Registry of Deeds at Book 1543, Page 549.

BOOK 2960 0272

THE COURTYARD CONDOMINIUM

MASTER DEED

EXHIBIT B

UNIT DESIGNATION

<u>BUILDING LOCATION</u>	<u>UNIT DESIGNATION</u>	<u>NO. OF ROOMS*</u>	<u>APPROX SQ. FOOT AREA**</u>	<u>ACCESS TO COMMON HALL/ ENTRY OF FLOOR***</u>	<u>PERCENTAGE INTEREST</u>	<u>APPLIANCE</u>	<u>LIMITED COMMON AREA</u>
I	1	6 (2 floors)	1852	1	6.50	porch & rear entry Garage A	none
I	2	5	1203	1	5.20	porch only Garage C	entry only
I	3	4	1120	2	4.80	porch & exitway Garage D	entry only
I	4	4	1118	2	4.80	porch & exitway Garage E	entry only
I	5	5	1296	1	5.30	porch only Garage G	entry only
I	6	5	1156	2	5.30	porch only Garage I	entry & exitway
I	7	3 (2 floors)	971	2	4.20	porch only Garage H	entry & exitway
I	8	3 (2 floors)	971	2	4.20	porch only Garage J	entry & exitway
II	9	4	1135	1	5.20	porch only Garage K	entry only
II	10	4 (2 floors)	1171+	2	4.80	porch only Garage L	entry & exitway
II	11	4 (2 floors)	1108+	2	4.90	porch only Garage M	entry & exitway
II	12	5 (2 floors)	1369+	2	4.80	porch & exitway Garage N	entry only

EXHIBIT B
UNIT DESIGNATION

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PAGE TWO

<u>BUILDING LOCATION</u>	<u>UNIT DESIGNATION</u>	<u>NO. OF ROOMS*</u>	<u>APPROX SQ. FOOT AREA**</u>	<u>ACCESS TO COMMON HALL/ ENTRY OF FLOOR***</u>	<u>PERCENTAGE INTEREST</u>	<u>APPURTENANCES</u>	<u>LIMITED COMMON AREA</u>
III	13	5 (2 floors)	1139	2	4.80	porch & entry Garage O	exitway
III	14	5	1229	1	5.50	porch only Garage Q	entry only
III	15	4	1135	2	5.50	porch only Garage R	entry & exitway
III	16	4	1103	2	5.30	porch only Garage S	entry & exitway
III	17	5 (2 floors)	1373+	2	4.50	porch only Garage T	entry & exitway
III	18	4	1150++	1	5.20	porch only Garage U	entry only
III	19	4 (2 floors)	1108+	2	4.80	porch only Garage V	entry & exitway
III	20	4 (2 floors)	1108+	2	4.40	porch only Garage W	entry & exitway

* Unit stairway areas are counted at First Floor level only.
 + Garages may be reassigned. See Section VII of Master Deed.

* Bathrooms, closets and hallways excluded

** Balcony/porch areas excluded

*** The immediate common area to which the unit has access is an entry way or hall on the floor above designated

+ Exclusively accessible attic storage area is included in the Total Unit Area

++ Includes storage area off porch in total area

force and applicable and subject to and with the benefit of the rights and easements reserved by the Declarant as described in this Master Deed.

III. DEFINITIONS

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

IV. DESCRIPTION OF BUILDINGS

There are currently three (3) existing buildings, containing a total of twenty (20) units on the premises comprising the condominium. The locations of said buildings and the units therein and of the accessways, driveways, and walks on said land are shown on the Site Plan hereinabove referred to. As shown on said Plan, two of said buildings contain eight (8) units, and one of the said buildings contains four (4) units.

The buildings are constructed principally of poured concrete foundations, woodframe construction, plywood sheathing and fiberglass shingled roofs.

Each of the buildings consists of three (3) stories. One of the buildings contains a basement area under part of the building.

V. DESCRIPTION OF UNIT AND BOUNDARIES

The twenty units of the condominium and a statement of their locations, approximate areas, number of rooms, immediate common areas to which they have access, appurtenances and other descriptive specifications thereof are shown on Exhibit "B", entitled "Building and Units" attached hereto and made a part hereof by reference.

All of the units in the condominium are of a residential type. The units contain and include the following:

Entrance area, one, two or three bedrooms, one and one-half or two or two and one-half bathrooms, living/dining area, kitchen, closets, some with interior stairs and balconies.

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), or the plane of the upper surface of drywall or ceiling material below joists for those units located below other work.

(c) Interior Building Walls between Units: The plane of the surface of the wall studs facing such unit.

(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 window or panel frames.

VI. MODIFICATION OF UNITS

The owner of a unit may not, at any time, make any changes or modifications to the exterior of said unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same has been approved by a majority of the Board of Trustees of The Courtyard Condominium Trust as hereinafter described and in accordance with the terms of the by-laws thereof. The owner 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 always to compliance with all applicable rules, regulations, ordinances, and laws of the Town of Amherst and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (a) the owners of any unit may, at any time or from time to time, modify, remove, and install nonbearing walls lying wholly within such unit, and (b) the owner or owners of two or more contiguous units held in common ownership may install connecting openings in the wall or walls between such contiguous units. Any and all work with respect to installation of interior nonbearing walls, the installation of connecting openings in walls between contiguous units, or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications that have been submitted to the Board of Trustees of The Courtyard Condominium Trust, in accordance with the terms of the by-laws thereof, which approval shall not be unreasonably withheld or delayed.

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 Courtyard Condominium Trust and the rules and regulations promulgated pursuant thereto, to use and occupy the following:

- (1) a parking garage or garages exclusively allocated herein or by further assignment to such unit
- (2) balcony or porch (some shared, others exclusive)
- (3) individual electrical heat pump
- (4) cable television connections

Subject to the provisions of this Master Deed, a parking garage or garages exclusively allocated to a unit may be reallocated to another Unit Owner by a recorded assignment executed by the Unit Owners between or among whose units the reallocation is made, or by an amendment to the Master Deed consented to by those Unit Owners so affected. The persons executing the assignment will provide a copy thereof to the Trustees of the Courtyard Condominium Trust as hereinafter described.

Provided, however, that whenever, pursuant to the terms hereof, maintenance, repairs, and replacements are to be done to such appurtenances they shall be done at the sole and separate expense and risk of the owner of the appurtenant unit, (a) all such maintenance and repairs to be done and conducted in accordance with the provisions and restrictions herein set forth and the by-laws of The Courtyard Condominium Trust and the rules and regulations promulgated with respect thereto, and (b) should the owner of any such unit shall fail or neglect to so maintain any such facility appurtenance or area in a proper manner, said Trustees of The Courtyard Condominium Trust 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

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

(a) the land described in the foregoing Article II hereof 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 Declarant as described in this Master Deed;

(b) those portions of the buildings 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 and common entryways, stairs, and corridors;

(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 areas for each building located in each Building containing the electrical, water, and other meters for the respective building and common areas and with access thereto by means of common area hallways and doorways;

(e) the lawns, driveways, plants, shrubbery in the patio areas, landscaping, roads, and walkways on the land referred to in clause (a) hereof, and the improvements thereon and thereof, including walls, railings, wood parapets in the patio areas, steps and lighting fixtures (subject to such exclusive rights and easements appurtenant to units as hereinbefore set forth);

(f) the parking spaces (but not the parking garages) 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 recreational facilities on the premises of the condominium; and

(h) 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 facilities in Chapter 183A of the Massachusetts General Laws and located on the property and not referred to herein.

Said common areas and facilities shall be subject to the provisions of the by-laws of The Courtyard Condominium Trust, hereinafter referred to, and to all rules and regulations promulgated pursuant 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 Trust.

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, or to a tenant of said unit, but not to any other person.

In addition to and not in limitation of the rights of 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, ways, walks, 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 Trustees of The Courtyard Condominium Trust.

The Trustees of The Courtyard Condominium Trust shall have, and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience, and safety of Unit 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 that interfere with the common areas and facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws.

The Trustees of The Courtyard Condominium Trust 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; no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

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 subject building shall stand.

X. FLOOR PLANS OF UNITS

Simultaneously with the recording hereof there has been recorded a set of the floor plans of the buildings and units included in the condominium, showing the layout, locations, unit designations, and dimensions of the units, stating the designation of each building, and bearing the verified statement of a registered professional engineer certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units, as built. Said floor plans are captioned "The Courtyard Condominium Plans."

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 "B" attached hereto and made a part hereof by reference. 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 that the fair value of each unit on the date hereof bears to the aggregate fair value of all the units in the condominium on the date hereof.

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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 Section XIII; provided, however, that such units may be used by the Declarant hereof for other purposes temporarily pursuant to the provisions of, and subject to the limitations set forth in, the following Section XII(c).

(b) Without the prior written permission of the Trustees, the parking spaces and garages are intended to be used solely for the parking of private passenger cars of occupants of units, their tenants, and their guests and not for trucks or other commercial vehicles; 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 of the Condominium Trust or in the rules and regulations promulgated pursuant thereto. As hereinbefore set forth, the owner of a unit may lease or otherwise grant the right of use of a parking space appurtenant to such unit to an owner of another unit in the condominium or a tenant of said unit, but not to any other person.

(c) As provided in the foregoing Section XII(a), and notwithstanding the provisions of the following Section XIII, the Declarant hereof may (1) let or lease units that are owned by him or her, and (2) use any unit owned or leased by him or her as a model for display, as an office, or as a storage area, 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 Declarant 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 (1) provisions of the by-laws of The Courtyard Condominium Trust and rules and regulations promulgated pursuant thereto, and (2) provisions of the following Section 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 (1) as provided in Paragraph (c) of Section XII, hereof, and (2) 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 not more than one employee or person 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 (1) the lease is in writing; (2) the lease is for not less than the entire unit; (3) the lease is not for transient or hotel purposes; (4) the term of any such lease is no less than thirty (30) days; (5) such leasing is specifically made subject to the provisions of this Master Deed, the Condominium Trust, and 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 (6) such lessee executes a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe and be bound by the same. The foregoing provisions, however, shall not apply to leasing of units by Declarant prior to the initial sale thereof;

(d) dogs, cats, or other pet animals or birds shall not be kept in any such unit in such number or of such type as to be noisome or offensive to occupants of other units and shall be suitably controlled, leashed, or caged whenever they are on the condominium premises outside the interior of any unit;

(e) the architectural integrity of the buildings and the units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, without the prior written approval of the Trustees of the Condominium Trust, no awning, screen, antenna, 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 any 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 interiors of their units as they may desire;

(f) 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;

(g) 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 Trustees of the Condominium Trust and in accordance with the provisions of the by-laws of said Condominium Trust;

(h) 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 having jurisdiction thereof shall be strictly observed by all Unit Owners; and

(i) no appurtenant garage may be used for commercial motor vehicle repair, restoration or renovation. No toxic, hazardous or dangerous materials or substances will be stored therein. No cooking or heating devices will be used in said garages. No garage will be used as a workshop either commercially or for personal use. No musical instrument will be played in any garage.

Said restriction shall be for the benefit of the owners of all the condominium units and The Courtyard Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, may be extended by said Trustees 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 Trustees of The Courtyard Condominium Trust pursuant thereto.

XIV. AMENDMENT OF MASTER DEED

This Master Deed may be amended by an instrument in writing (1) 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; or (2) signed by the Trustees of The Courtyard Condominium Trust pursuant to Article IX, Section 2, of the Condominium Trust; and (3) duly recorded with Hampshire County Registry of Deeds; PROVIDED HOWEVER, that:

(a) the date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

(b) 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 shall be of any force or effect unless the same has been signed by the owners of the Unit so affected;

(c) 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 the Units and said instrument is therein designated as an Amended Master Deed; provided, however, that this Paragraph (c) shall not apply to an instrument of amendment whereby two or more contiguous Units which are owned by the same person or persons are combined or altered to form one or more Units with different dimensions if the aggregate percentage of ownership in the common areas and facilities of said Units after said combination or alteration shall equal the aggregate percentage of ownership in the common areas and facilities of said Units which existed prior to such alteration or combination even though the percentage of ownership in the common areas and facilities assigned a particular combined or altered Unit may have been changed to reflect the alteration or combination;

(d) no instrument of amendment affecting any Unit in a manner which 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 which relates to matters described in Article X of the Condominium Trust 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 X; and

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

XV. ORGANIZATION OF UNIT OWNERS

The Trust through which the Unit Owners will manage and regulate the condominium established hereby is The Courtyard Condominium Trust under Declaration of Trust, dated April 13, 1987, to be recorded herewith. Said Declaration of Trust 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 Trustees hereof are JAMES P. COPE, ROBERT A. AQUADRO, WILLIAM V. GILLEN, ALLAN D. AUSTIN and WILLIAM J. MELLEN, having a usual place of business at 24 South Prospect Street, Amherst, Massachusetts 01002.

Said Trustees have enacted by-laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

XVI. APPLICABILITY OF CHAPTER 183A

The units and the common areas and facilities, and the Unit Owners and Trustees of The Courtyard Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and in all respects not specified in this Master Deed or in said Declaration of Trust of The Courtyard Condominium Trust and the by-laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the condominium established hereby, including, without limitation, provisions thereof with respect to 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, the Trust and by-laws, and the rules and regulations, as they may be amended from time to time, and the 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 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 or occupancy thereof. In furtherance of the foregoing and not in limitation thereof, the Trustees of The Courtyard Condominium Trust shall have the power and right to terminate any lease or occupancy arrangement and 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 Trust, 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.

XVII. INVALIDITY

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

XVIII. 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.

XIX. 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.

XX. CONFLICTS

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto that are specifically made retroactive in application. In case any provisions stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

**XXI. DECLARANT'S RESERVATION OF RIGHTS; ASSIGNMENT
OF DECLARANT'S RIGHTS**

In addition to all other rights of Declarant hereunder, Declarant reserves unto him- or herself, his or her agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the right and easement 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 condominium units 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 Declarant reserves unto him- or herself, his or her 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 is conveyed of record by the Declarant: the right of access, ingress, and egress, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant, over and upon the land described in Article II hereof and the common areas and facilities; the right to lay, maintain, repair and replace, construct, and install all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the condominium units 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 sewage disposal systems to serve any or all of the condominium units and the common areas and facilities; 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); the right 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 Declarant removes all such debris as soon as reasonably practicable; the right to interrupt for brief intervals of time, water, electric, and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the units or common areas and facilities under construction; the right 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 and the common areas and facilities.

The Declarant, 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 Declarant.

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

500 West Street Partnership
(Declarant)

By William J. Mellen
William J. Mellen, General Partner

Jacqueline W. Mellen
Jacqueline W. Mellen, General Partner

AUSTIN & COPE PARTNERSHIP, General Partner

By Wm. Cope

HAMPSHIRE DEVELOPMENT CORP., General Partner

By W.W.H.
Its President

By J.P.
Its Treasurer

CELL COMPANY, INC., General Partner

By Richard D. Aguvelo
Its President

By Robert J. Aguvelo
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

, 1987

Then personally appeared the above-named, WILLIAM J. MELLE, and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

, 1987

Then personally appeared the above-named, JACQUELINE W. MELLE, and acknowledged the foregoing instrument to be her free act and deed, before me,

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

April 13, 1987

Then personally appeared the above-named, *James P. Cope*, and acknowledged the foregoing instrument to be the free act and deed of Austin & Cope Partnership, before me,

Gene E. Johnston

Notary Public

My Commission Expires: *12-18-92*



COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

April 13, 1987

Then personally appeared the above-named, William Gillen president, and acknowledged the foregoing instrument to be the free act and deed Hampshire Development Corp., before me,

Rena E. Johnston
Notary Public

My Commission Expires: 12-18-92

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

April 13, 1987

Then personally appeared the above-named, John Kuhn, Treasurer, and acknowledged the foregoing instrument to be the free act and deed Hampshire Development Corp., before me,

Rena E. Johnston
Notary Public

My Commission Expires: 12-18-92

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

April 15, 1987

Then personally appeared the above-named, Robert Liguori President, and acknowledged the foregoing instrument to be the free act and deed Cell Company, Inc., before me,

Robert Liguori
Notary Public

My Commission Expires: 12/18/87

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

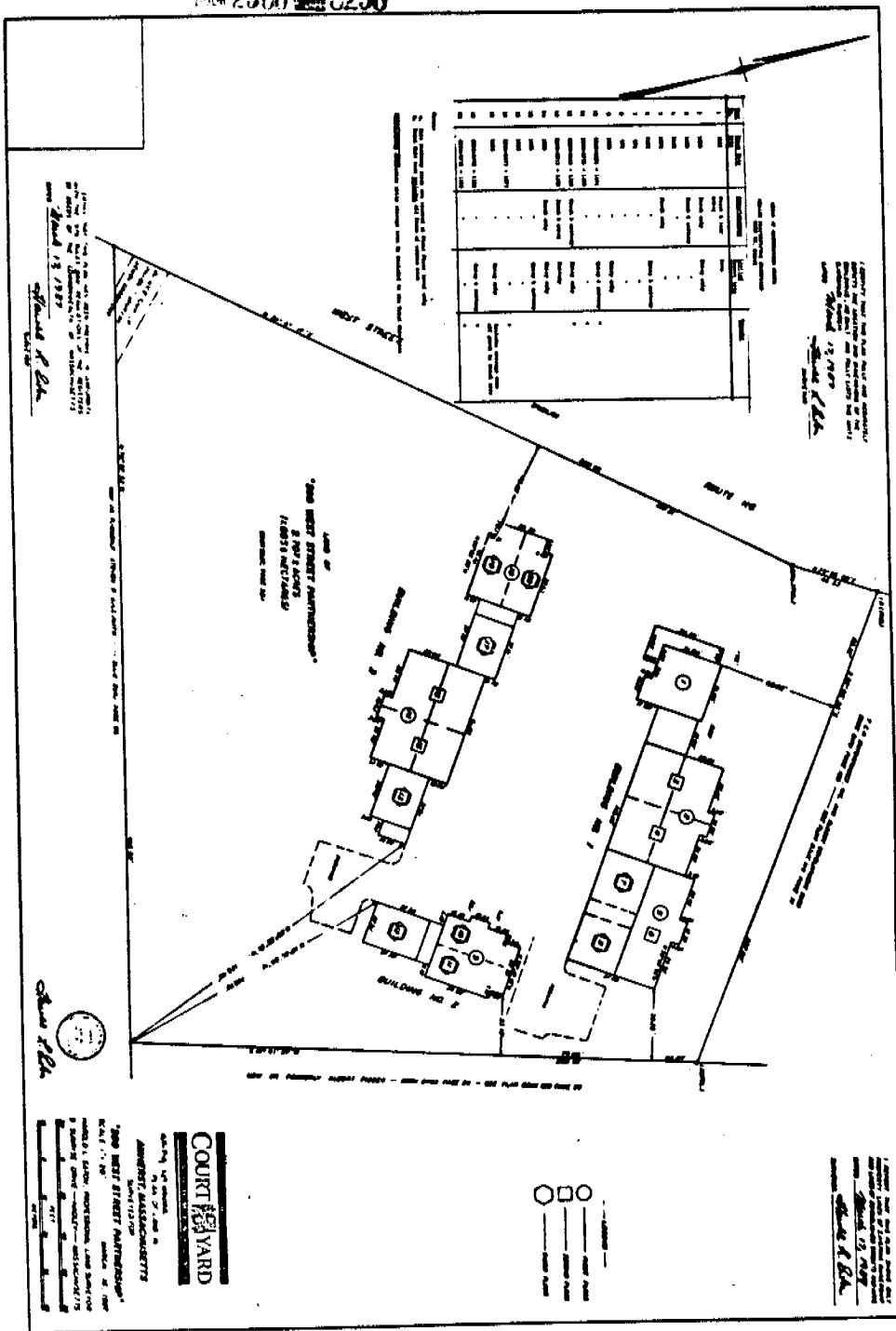
April 15, 1987

Then personally appeared the above-named, Robert Liguori Treasurer, and acknowledged the foregoing instrument to be the free act and deed Cell Company, Inc., before me,

Robert Liguori
Notary Public

My Commission Expires: 3/3/89

PLAN 2960 0290



APPROVED FOR THE CITY OF BOSTON
 DEPARTMENT OF CITY PLANNING
 ON APRIL 13, 1957
 OFFICE OF THE
 CITY PLANNING COMMISSIONER

APPROVED FOR THE BOARD OF CITY PLANNING
 DEPARTMENT OF CITY PLANNING
 ON APRIL 13, 1957
 OFFICE OF THE
 CITY PLANNING COMMISSIONER

APPROVED FOR THE BOARD OF CITY PLANNING
 DEPARTMENT OF CITY PLANNING
 ON APRIL 13, 1957
 OFFICE OF THE
 CITY PLANNING COMMISSIONER

APPROVED FOR THE BOARD OF CITY PLANNING
 DEPARTMENT OF CITY PLANNING
 ON APRIL 13, 1957
 OFFICE OF THE
 CITY PLANNING COMMISSIONER

COURT YARD
 ARCHITECT
 100 WEST STREET BOSTON, MASSACHUSETTS

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APPROVED FOR THE BOARD OF CITY PLANNING
 DEPARTMENT OF CITY PLANNING
 ON APRIL 13, 1957
 OFFICE OF THE
 CITY PLANNING COMMISSIONER

1620 EXH 0000

I, William V. Gillen, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

Will V. Gillen

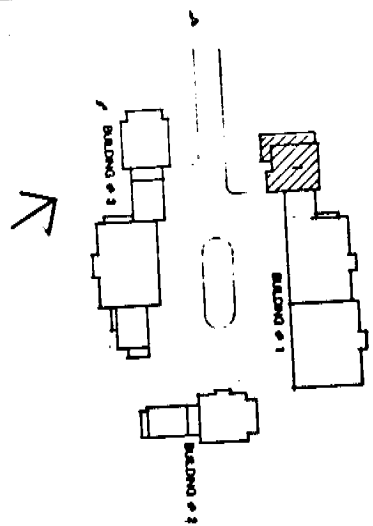
Subscribed and sworn to this 7th day of April, 1982, before me.



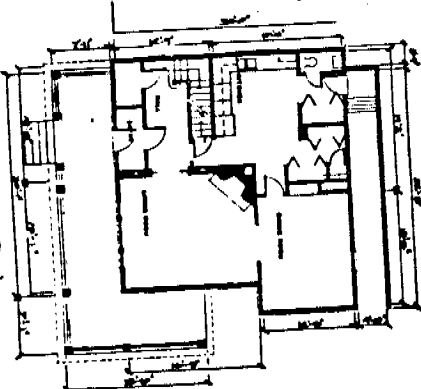
Robert J. Hester
Notary Public

Commission expires: 12-12-82

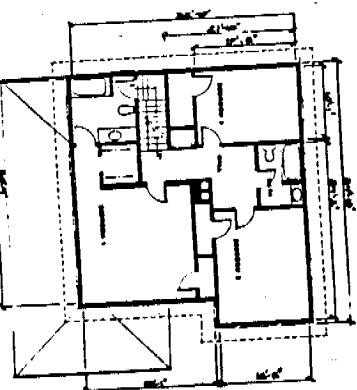
LOCATION PLAN
Diagonal Location of UNITS
Diagonal Section of COMMON SPACE



UNIT #1 LOWER FLOOR PLAN (First Floor)



UNIT #1 UPPER FLOOR PLAN (Second Floor)



GILLEN
KILLEN
RIMME
& GRAY
ARCHITECTS

COURT YARD
CONDOMINIUMS

APARTMENT
UNIT TYPE

A
UNIT # 1

Issued April 7, 1982
Scale: 1/4" = 1'-0"
Project: 80-0005

1

I, William V. Gilliam, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

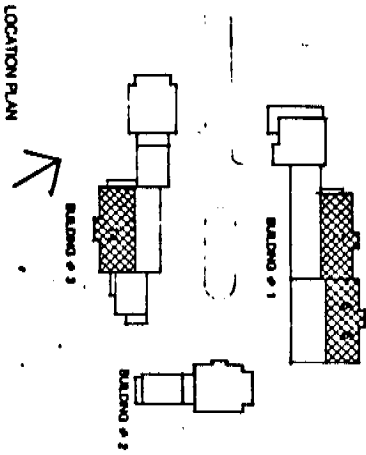
Will V. Gilliam

Subscribed and sworn to this 24 day of April, 1982, before me.

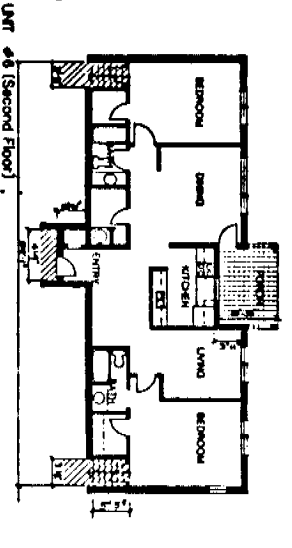
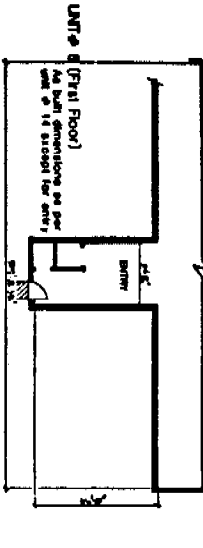
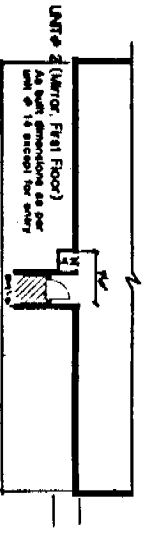
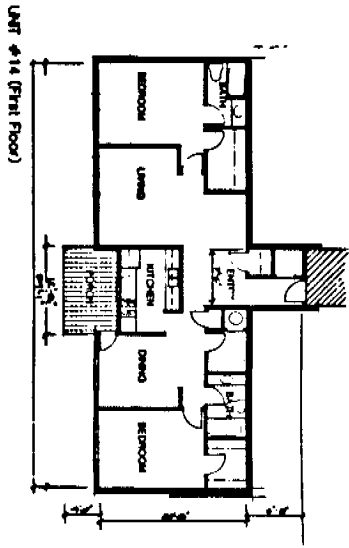


Dennis E. Johnson
Notary Public

Commission expires: 12-18-82



Legend:
 [Hatched Box] Designates Location of Units
 [Solid Box] Designates Location of Exclusive Common Areas
 [Dotted Box] Designates Location of Common Space



GILLEN
KUMIN
RIMMAY
& GRAY
ARCHITECTS

COURT YARD
CONDOMINIUMS

APARTMENT UNIT TYPE: **B**
 UNITS # 2, 5, 8, 14
 APRIL 7, 1982



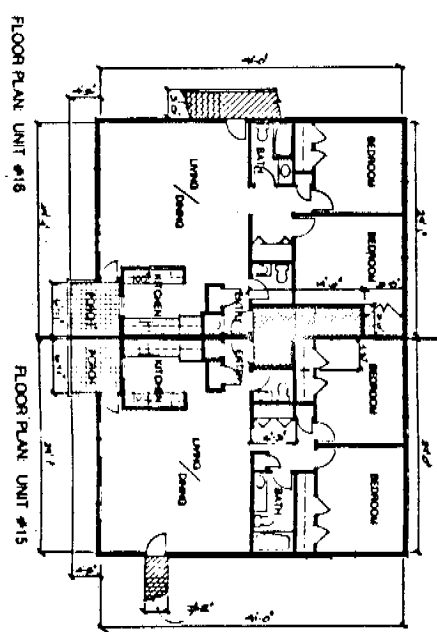
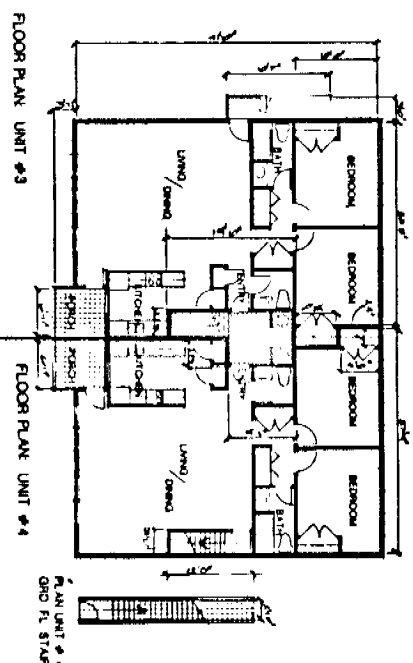
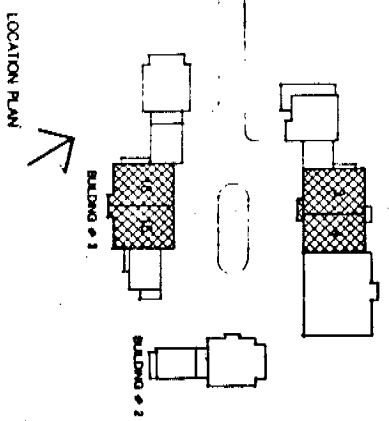
I, William V. Gillen, Registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

W.V. Gillen

Subscribed and sworn to this 8th day of April, 1982, before me.



William E. Spitzer
Notary Public
Commission expires: 12-18-82



GILLEN
WILLIAM V.
REGISTERED ARCHITECT

COURT YARD
CONDOMINIUMS

APARTMENT UNIT TYPE
UNIT # 2, 15, 16, 18



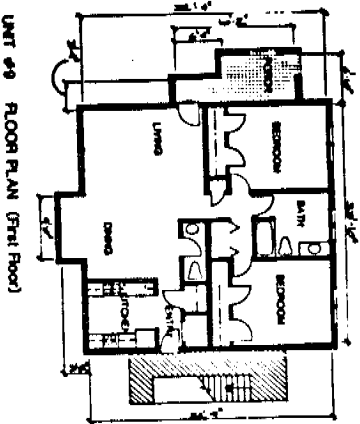
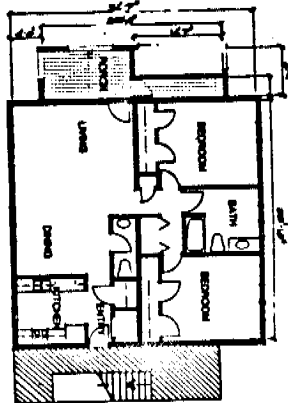
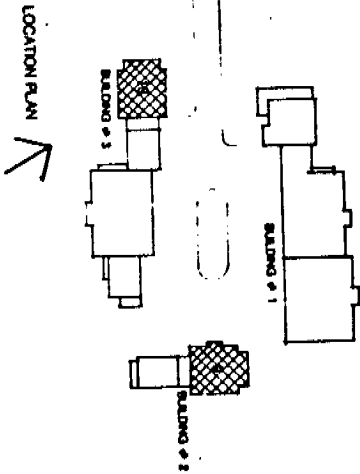
I, William V. Gillen, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common areas to which it has access, as built.

W. V. Gillen

Subscribed and sworn to this 9th day of April, 1982, before me.



David C. Shuster
Notary Public
Commission expires: 12-18-82



GILLEN
KILMER
RIMMEL
& GRAY
ARCHITECTS
1000 17TH ST. N.W.
ALBANY, N.Y. 12208

COURT YARD
CONDOMINIUMS

APARTMENT
UNIT TYPE
UNITS #
9 & 18

DATE: APRIL 1982
SCALE: 1/4" = 1'-0"
PROJECT: 82-004
SHEET: 18

4

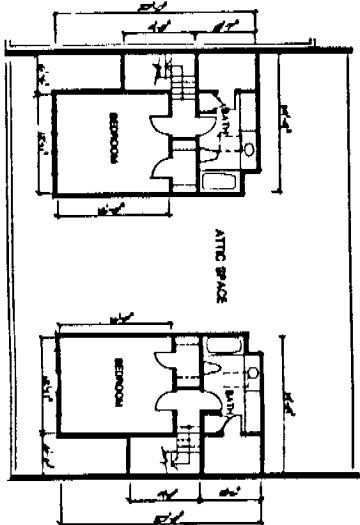
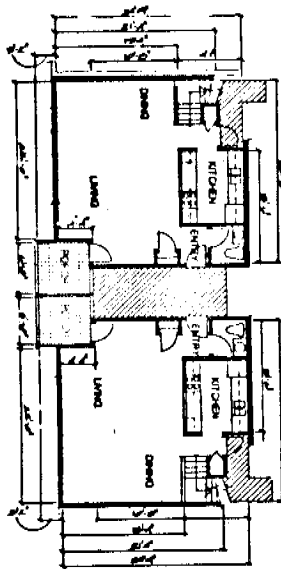
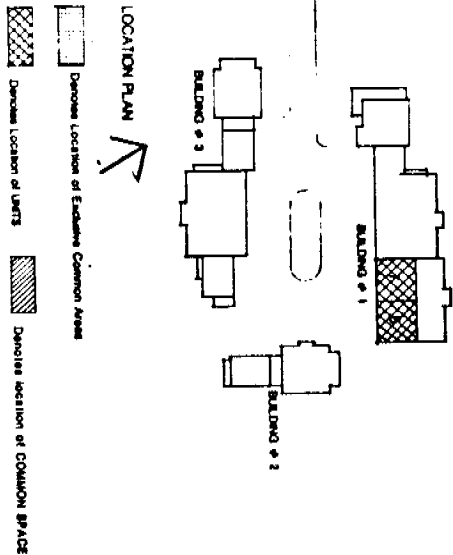
I, William V. Gillen, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

W.V. Gillen

Subscribed and sworn to this 17th day of April, 1982, before me.

Notary Public

Commission expires: 12-18-82



COURT YARD

GILLEN, KATHN, RIBBLE & GRAY ARCHITECTS

APARTMENT UNIT TYPES

UNITS # 1, 2, 3, 4, 5, 6, 7, 8

I, William V. Gillen, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, appropriate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

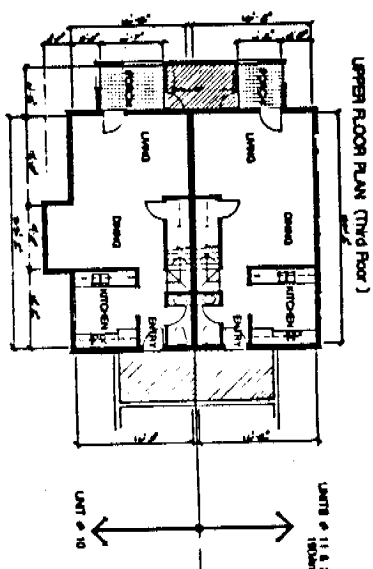
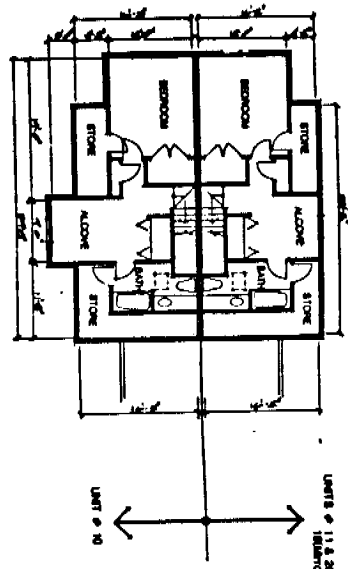
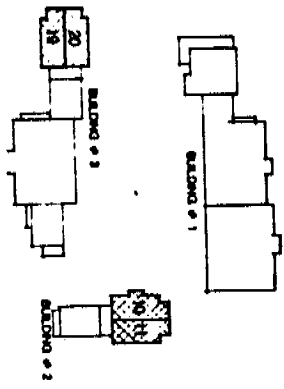
W. V. Gillen

Subscribed and sworn to this 1st day of April, 1982, before me.

Robert C. [Signature]
 Notary Public
 Commission expires: 12-31-82



- LOCATION PLAN
- Designated Location of Enclosed Common Areas
 - Designated Location of Units
 - Designated Location of Common Space



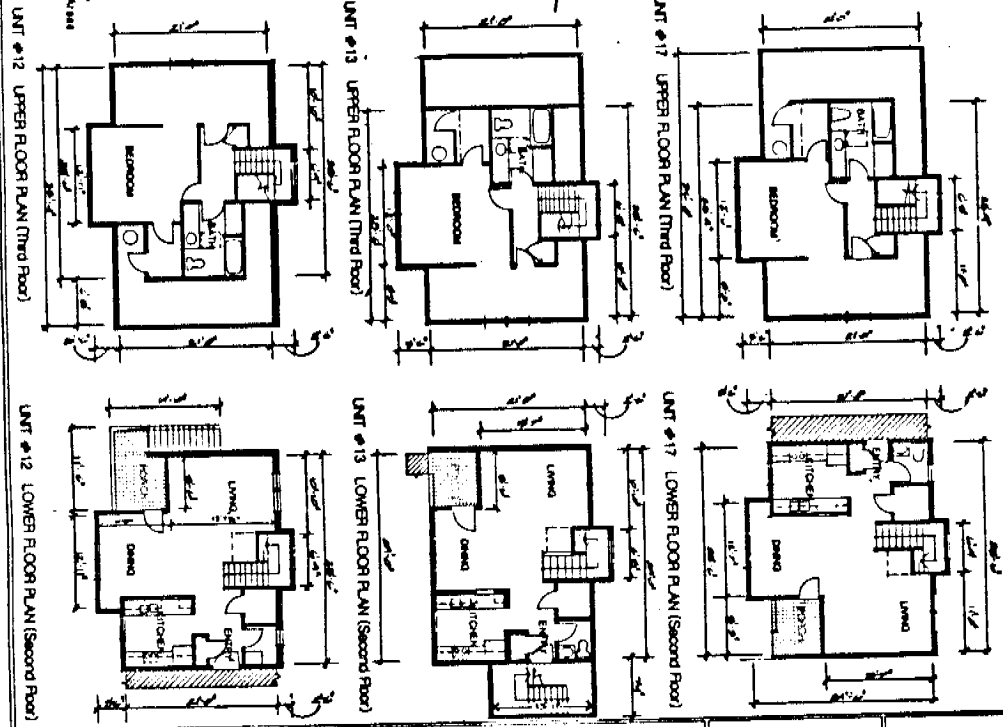
 GILLEN-KUHN-RHINE & GRANT ARCHITECTS 1000	COURT YARD CONDOMINIUMS	APARTMENT UNIT TYPE UNITS # 11 & 20 UNITS # 10	DATE: 7/1/82

I, William V. Gillen, registered Architect, hereby certify that this plan, together with the accompanying site plan, fully and accurately depicts the layout of each unit, its location, unit number, dimensions, approximate area, main entrance, immediately adjoining units, and immediate common area to which it has access, as built.

Subscribed and sworn to this 24 day of Sept., 1987, before me.



Notary Public
Commission expires: 12-18-92



APARTMENT UNIT TYPE: G
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COURT YARD

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- KILLEN
- RYAN
- GRAY
ARCHITECTS

Date Apr 9 1987 at 3 o'clock and 40 minutes of P. M., Rec'd, ent'd and exam'd