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**MASTER DEED**  
**CITY VIEW CONDOMINIUMS**

Park Homes, Inc., a Massachusetts corporation of 2 Torrey Way, Easthampton, Hampshire County, Massachusetts, being the sole owner of certain land situated in Northampton, Hampshire County, Massachusetts, described in Paragraph 3 below, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of Massachusetts, and does hereby state that it purposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A and to that end hereby declares and provides as follows:

1. Name of Condominium and Trust Through Which Managed.

The name of the Condominium shall be **CITY VIEW CONDOMINIUMS**. A Trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of **CITY VIEW CONDOMINIUMS TRUST** under Declaration of Trust to be recorded herewith (hereinafter sometimes referred to as the "Trust"). In accordance with Chapter 183A the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners are cestuis que trustent of said Trust in proportion to their respective Beneficial Interests (as such term is defined below). The names and addresses of the original trustee thereof are as follows:

WILLIAM GRUBER of 2 Torrey Way, Easthampton, Massachusetts

The Trustees of the Trust are hereinafter (collectively, if more than one) referred to as the "Trustees", which term shall include their successors in trust.

The terms of said Declaration of Trust have been enacted as, and comprise, the By-Laws of the Trust provided for in Chapter 183A.

The Declarant hereby discloses that the Condominium property abuts an active railroad line and as such the units which are part of the condominium will be subject to the noise, odors, fire hazards, smoke and vibrations and other risks associated with the running of an active railroad line. Unit owners who accept deeds to units within the condominium are aware of such potential noise, odors, fire hazards, smoke and vibrations and other risks associated with the running of an active railroad line abutting the condominium property and agree to assume the risk of such noise, odors, fire hazards, smoke, and vibrations and other risks associated with the

*Appended Deed: Stockman Road, Northampton, MA*

running of an active railroad line abutting the property of the condominium and agree to hold the Declarant and the Railroad harmless from any damages associated with such risks.

2. Definitions.

As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Beneficial Interests" shall mean the percentage interest of each Unit in the Common Elements.

"Buildings" shall have the meaning set forth in Paragraph 4 hereof.

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

"Common Elements" shall mean the Common Areas and Facilities of the Condominium as so described and designated in Paragraph 7 hereof.

"Condominium" shall mean CITY VIEW CONDOMINIUMS submitted to the provisions of Chapter 183A by this Master Deed.

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

"Units" shall mean the residential dwelling units comprising the condominium units of the Condominium as of the date of this Master Deed, as more particularly described in Paragraph 6(a) hereof and in Exhibit B hereto.

"Person" or "persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

"Building" shall mean those Buildings located on the land at the time of the recording of this Master Deed.

"Plans" shall mean the site plan and floor plans referred to in Paragraph 11 hereof.

"Property" shall mean the Land and Buildings and improvements which are located on the Land

"Registry of Deeds" shall mean the Hampshire County Registry of Deeds and Land Registration Office of the Hampshire County Registry of Deeds.

"Sponsor" or "Declarant" shall mean Park Homes, Inc., 2 Torrey Way, Easthampton, Hampshire County, Massachusetts, and His successors and assigns, including without limitation successors in interest through mortgage foreclosure or deed in lieu thereof.

"Trust" shall have the meaning set forth in Paragraph 1 above.

"Trustee" shall have the meanings set forth in Paragraph 1 hereof.

"Unit Buildings" shall have the meaning set forth in Paragraph 4 hereof.

"Units" shall mean, at any time, the residential dwelling units then comprising the condominium units of the Condominium.

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

3. Description of Land.

A certain parcel of land (the "Land") situated in Northampton, Hampshire County, Massachusetts, and more particularly described in Exhibit A attached hereto and made a part hereof.

The Land on the Plan is submitted to the provisions of Chapter 183A subject to (a) the rights and easements reserved by Sponsor herein, which shall, in all instances, be exercisable by Sponsor and its successors and assigns; (b) all rights, easements and other encumbrances set forth in instruments referred to in Exhibit A inclusive; and are submitted together with the benefit of rights and easements, if any, set forth in instruments referred to in said Exhibit A. inclusive; and (c) the right of the Sponsor to reserve easements and rights to use and cross the Land for the benefit of Sponsor or any public utilities.

4. Description of Building.

There are two buildings with fourteen (14) units, being seven (7) units in each building, currently on the property (the "Unit Buildings"). The maximum number of Units in any event will be fourteen (14) Units. (The Unit Buildings are hereinafter referred to as the "Buildings" and each may hereinafter be referred to as a "Building").

The Unit Buildings each contain a full basement. Each building contains two stories. All Unit Buildings are constructed of concrete foundation, wood frame construction, all buildings are covered with vinyl siding and some architectural woodwork and an asphalt shingle roof. Exterior doors will be fiberglass insulated doors, interior doors are hollow core Masonite doors, windows are Silverline Low E glass.

All Units are served by the City of Northampton Sewer and Water, each Unit has a separate meter for water, propane gas and electricity which is located in the Building. Each Unit has propane gas hot-air heating and electric air-conditioning and propane gas hot water heaters. Each building and Unit have vinyl frame double pane with low E glass windows. Windows will be vinyl clad insulated windows with screens. Each building will contain fiberglass and cellulose insulation. Each Unit is wired and are set for telephone and cable T.V. Each Unit shall include an electric stove, refrigerator, garbage disposal and dishwasher. There are 2 common propane gas tanks and separate gas meters within each unit to measure propane gas usage.

5. Parking Spaces: Surface Spaces and Garages.

All Units will have no garages. Unit owners shall have the non-exclusive right to park in the designated parking spaces in the common areas and parking must comply with the Rules and Regulations of CITY VIEW CONDOMINIUMS TRUST.

6. Designation of Units and Their Boundaries.

(a) The Units. The Units, and the designations, locations, approximate areas of living space number and compositions of rooms, Common Elements immediately accessible thereto, and the Beneficial Interests of each Unit are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Plans.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Unit Owner's Unit, subject always to provisions of Paragraph 12 of the Master Deed.

Each Unit shall have appurtenant thereto the perpetual exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 12 of the Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: to use the entry walk way and entry stoops and decks serving such Unit. Such rights and easements shall not, in any event, be severed from ownership of the Unit to which they are appurtenant.

Each Unit shall also have appurtenant thereto an exclusive right to use two assigned parking spaces in the common areas, each unit owner shall also have the right together with other Units to use the common parking spaces subject to and in accordance with the provisions and requirements of Paragraph 12 of the Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto.

Each Unit Owner shall be responsible for cleaning and removing snow from stoop and decks with respect to which such Unit Owner has the exclusive right to use.

(b) Boundaries of Units. The boundaries of each of the Units with respect to the floors, ceilings, walls separating each Unit from other Units and from the Common Elements, doors and windows thereof are as follows:

(i) Foundation: The interior surface of the concrete foundation walls and floors.

(ii) Ceilings: The plane of the interior surface of the studs located in the second floor ceiling .

(iii) Building Walls: The plane of the interior surface of the wall studs facing the Unit.

(iv) Exterior Doors and Windows: As to doors leading outside, the exterior surface of the doors and the exterior surface of the door frame; as to windows the exterior surface of the glass and of the sash (or in the case of storm windows, the exterior surface of the storm window glass, screen and frame), and the exterior surface of the window frame.

(v) Interior Walls between Units: The plane of the interior surface of the wall studs facing such Unit.

(vi) All heating systems, plumbing systems, electrical systems and mechanical systems, whether located on outside boundaries of a Unit will be deemed part of Unit if such systems serve only one unit. Notwithstanding the above, the water and sewer lines outside the foundation of the buildings shall be common areas and shall be maintained, repaired or replaced by the Condominium Association.

Provided however, that no structural components of the Unit Buildings, and no equipment, pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit.

7. Common Elements.

The Common Elements Consist of the Property, as defined above, exclusive of the Units, including, without limitation, the follows:

(a) The land as described in this Master Deed and subject to rights, easements and restrictions set forth in this Master Deed and in instruments referred to in Exhibit A of this Master Deed, and together with the benefit of rights and easements, if any, set forth in instruments referred to in Exhibit A of said Master Deed.

(b) All equipment, conduits, pipes, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Unit Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the unit Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance repair, and replacement;

(c) Installations of utility services in; or under the land, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(d) All common equipment wherever located in, on, or around the Buildings;

(e) The Surface Parking Spaces and entry stoops and walkways and common basement and hallways;

- (f) All other apparatus and installations existing in, on, or over the Land for common use, or necessary or convenient to the existence, maintenance or safety of the Buildings; and
- (g) All other items listed as such in Chapter 183A and located on the Land
- (h) The yards, lawns, gardens, driveways, walkways, paths, passageways and the improvements thereon including walls, screens, fences, bulkheads, railings and steps and provided that each Unit Owner shall have an easement for the exclusive use of any entry walkway and stoop providing access to that Unit or attached to a Unit.

The Common Elements shall be subject to the provisions of the Master Deed and of the Trust, and to rules and regulations promulgated pursuant to the Trust with respect to the use thereof.

The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit "B" hereto for such Unit. The Common Areas and Facilities shall be used, owned, and regulated in accordance with and subject to the provisions of this Master Deed, CITY VIEW CONDOMINIUMS TRUST, and its By-Laws as now exists or as may from time to time be amended, and subject also to the Rules and Regulations promulgated pursuant thereto. The percentage of undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance mortgage or other instrument. The common areas must at all times include a fence along the boundary of the adjoining railroad land and the Condominium Trust shall be responsible to maintain said fence at all times.

#### 8.1 Reserved Rights.

The Sponsor and Trustees reserve and are hereby granted the right to grant easements, licenses, exclusive easements and leases covering the Common Areas of the Condominium, in their sole discretion without needing the consent of any Unit Owner or Mortgagee.

#### 9. Pipes, Wires, Flues, Ducts Cables Conduits, Public Utility Lines and Other Common Elements Located Inside of Units, Right of Access.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in the Common Elements or within other Units. The Trustees, manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, and to the Common Elements the exclusive use of which are appurtenant to the Unit, at reasonable times and upon reasonable

notice, except in emergencies, for the purpose of making inspections, or for the purpose of correcting any conditions originating in any Unit which threaten another Unit or a Common Element, or for the purpose of performing installations, alterations, repairs or replacements to the mechanical, plumbing, electrical or utility services or other Common Elements including, without limitation, installations, alterations, repairs or replacements, of and to, sewer lines, cable, electric and gas lines, water systems, water pressure reducers and water main shut-offs for the purpose of performing the work described in the Trust. In case of an emergency such right of entry shall be immediate and shall not require notice.

10. Encroachments.

If any portion of the Common Elements or Additional Buildings and Improvements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or upon any portion of the Additional Buildings and Improvements, or if any such encroachment shall occur hereafter as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property or as a result of condemnation or eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment exists.

11. Plans.

Simultaneously with the recording hereof there has been recorded a site plan and set of the floor plans showing the layout, location, Unit numbers and dimensions of the Units, stating that the Buildings has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers, dimensions and approximate area of the Unit, as built.

12. Use of the Buildings and the Units and Restrictions on Use of the Buildings and Units.

The purpose for which the Buildings, and the Units and Common Elements are intended to be used are as follows:

A. Each of the Units may be used only for residential purposes, subject, in all events, to the further restrictions set forth below in this Paragraph 12, Provided however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 12.

B. Unit Owner may lease or rent such Unit Owner's Unit, provided, however, that all leases and rental agreements shall be in writing and shall be specifically subject to the requirements of this Master Deed, the Trust and all and rules and regulations adopted thereunder, and provided further that no Unit may be leased or rented for a period of less than thirty (30) days and an initial term of no less than six (6) months. All leases shall provide that a

breach of the provisions of the Master Deed, By-Laws, Declaration of Trust or Rules and Regulations of CITY VIEW CONDOMINIUMS shall subject any tenant or Unit Owners to fines imposed by the Trustees of CITY VIEW CONDOMINIUMS TRUST or to being evicted by said Trustees.

C. Each Surface Space is intended to be used for the parking of currently registered and licensed private passenger cars and trucks not exceeding three-quarters (3/4) tons in operating condition, and not for other trucks, boats, trailers, motorcycles, all-terrain or recreational vehicles or other vehicles or items in no event, except with the prior written permission of the Trustees, provided however, that such Surface Spaces may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Paragraph 12.

D. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust: (a) no business activities of any nature shall be conducted in any such Unit, except as provided in Subparagraph D of this Paragraph 12; (b) no portion of a Unit (other than the entire Unit) may be leased or rented; (c) 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: no balcony enclosure, patio enclosure (other than the enclosures erected by Sponsor) awning, screen, antenna, sign, (except Sponsor's signs), 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 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; no painting, attaching of decalomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior or exterior surface of any window or glass door; except with respect to Units owned by the Sponsor, to the extent any windows have curtains, draperies, shades, blinds or the like all such curtains, draperies, shades, blinds, and the like shall be white or lined with white material, or, with the prior approval of the Trustees, lined with beige, natural or light gray or such other color and material as approved by said Trustees; no alteration or addition shall be made to the interior structural components of a Unit; provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Unit Building containing such Unit are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on such Unit and subject to such conditions as the Trustees may impose with respect to such changes; (d) all maintenance and use by Unit Owners of decks, entry stoops and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without

modification; (e) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of this Master Deed, the Trust and rules and regulations with respect thereto from time to time promulgated by the Trustees, the original of which is attached hereto and incorporated and made a part of this Master Deed; (f) Except for Sponsor's and Trustees' exercise of its rights set forth in this Master Deed, the Common Elements shall be used only for the furnishing of the service and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units; (g) no nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents; (h) no immoral, improper, offensive, or unlawful use shall be made of the Land and Buildings, or any part thereof, and all valid laws, orders, rules, zoning ordinances, regulations and requirements of all governmental bodies having jurisdiction thereof shall be observed. (i) Violations of laws, orders, rules, zoning ordinances, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees; (j) a Unit Owner shall not store, place or cause to be stored or placed in or on any of the Common Elements any packages or obstructions or objects of any kind; (k) no clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements; (l) there shall be no parking on the Property except in the Surface Spaces shown as such on the Plans; and parking in said Spaces shall be limited to those having rights to park in same; (m) no use shall be made of the Property for recreational purposes except in areas designated by the Trustees for such use, but in no event shall any recreational use of the Property be made which would, in the opinion of the Trustees, create a nuisance, unreasonably annoy other residents of the Condominium or interfere with the peaceful possession of Units by residents; (n) the parking areas shall not be used for parking or storage of trucks in excess of 3/4 tons, commercial vehicles, boats, trailers, unregistered vehicles or any other vehicles other than private passenger cars, motorcycles or non-commercial vans; (o) Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees; (p) Unit Owners shall not be permitted to install any additional heating or air-conditioning equipment from any windows, patios or decks; (q) All radios, phonographs, musical instruments and/or sound producing equipment shall be kept at a sound level which will not unreasonably disturb or annoy the occupants of neighboring Units; (r) Unit Owners shall not display for sale or for rent signs on their Unit or Common Areas nor may Owners of Units place window displays or

advertising to be seen from the exterior of said Unit; (s) up to two (2) dogs or two (2) common household cats, but in no event more than two (2) cats or two (2) dogs or one (1) cat and one (1) dog total, and fish and one bird may be kept in a Unit unless prohibited by the Trustees as hereinafter described. No Rabbits or exotic pets shall be allowed in the units or common areas of the condominium. The Owner of such pet shall be liable for all damage to persons or property and to the Condominium Trust caused by such pets. In no event shall a pet be permitted in any part of the Condominium unless on a leash and attended by a person. All pets must be licensed by the proper authorities and the Owner shall be responsible to make sure its pet is properly inoculated. Unit Owners shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having any pet in a Unit or other portions of the Common Areas. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting, at least three (3) days' written notice thereof to the Unit Owner responsible for such pet, and the opportunity at the Trustee's meeting for the Unit Owner responsible for the pet to be heard; (t) Unit Owners shall not allow pets to defecate on Common Areas and if so Unit Owners responsible for such pets must remove such defecation; (u) Each Unit Owner shall maintain his own trash container within his Unit and is to deposit all trash in the common dumpster. Unit Owners shall be responsible to pick up any trash on Common Grounds around their Unit emanating from such Unit (v) all construction work in a Unit shall be restricted to the hours of 8:00 a.m. to 5:00 p.m. on weekdays and Saturdays. No construction shall take place on Sundays or Massachusetts' legal holidays; (w) Removal of construction debris from a Unit shall be the responsibility of the Unit Owner. Unit Owners will be charged for the removal of debris and any extra cleaning of the Common Areas and facilities which results from the remodeling of an individual Unit; (x) No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees or in any increase in the cost of such insurance, except that uses resulting in increases in premiums may be carried on by specific arrangement with the Trustees providing for the payment of such increased costs by the Unit Owner concerned. Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and Facilities, may be waived in specific cases by the 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. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of

action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Paragraph 12 except such as occur during his or her ownership thereof.

E. Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of the Units have been sold by the Sponsor, (i) use any Units owned by the Sponsor, where applicable, as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units, Storage Areas and (ii) use any Surface Spaces for parking of automobiles and trucks, for display, for storage, or for any uses which it deems necessary or desirable in connection with the sale or leasing of Units and (iii) use portions of the Common Elements as offices for sales or leasing of Units. Sponsor reserves the right to use the roadways and walkways of the Condominium and the right to tie into existing utility lines or install new utility lines within the Condominium or to grant easements, licenses, or leases to third parties for use of certain common areas and for installations of utilities, access ways, drainage pipes or other uses.

F. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purposes set forth above in this Paragraph 12 and to protect the architectural integrity of the Buildings.

G. Notwithstanding any provisions to the contrary contained in this Master Deed, the Sponsor hereby reserves the right and easement to pass and repass over and build upon and improve any portion of the Common Elements in order to complete any construction and/or improvement of the Condominium facilities which the Sponsor deems necessary or appropriate in connection with the marketing of the Units.

13. Amendments of Master Deed.

This Master Deed only may be amended by an instrument in writing (a) signed by the Unit Owners entitled to seventy-five percent (75%) or more in interests of the Beneficial Interests; (b) signed and acknowledged by a majority of the Trustees of the Trust; and (c) duly recorded with the Hampshire County Registry of Deeds,

PROVIDED, however, that (except for amendments pursuant to Paragraph 14 hereinbelow):

(i) 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 and effect unless and until the same has been so recorded within six (6) months after such date:

(ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of mortgages of record on such Unit;

(iii) No instrument of amendment which alters the Beneficial Interests shall be of any force or effect unless the same has been signed by the owners of all the Units whose beneficial interest is so altered and said instrument is recorded as an Amended Master Deed and the same has been assented in writing by all holders of all mortgages of record on the Units whose beneficial interest is so altered;

(iv) No instrument of amendment affecting any Unit upon which there is a first and second mortgage of record shall be of any force or effect unless the same has been assented to by the holders of such mortgages;

(v) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(vi) No instrument of amendment which alters or violates any of the rights reserved to the Sponsor herein or in the Trust shall be of any force or effect unless the same has been assented to in writing by the Sponsor or its successors or assigns;

No Instrument of amendment which alters this Master Deed in any way which would materially adversely affect holders of mortgages on Units shall be effective without the approval of 51% of all holders of mortgages of record on Units;

No instrument of amendment which limits the purposes for which any Unit may be used shall be of any force or effect unless the same has been signed by the Unit Owner of such Unit and by the holders of all mortgages of recorded on such Unit; and

No instrument of amendment, except amendments adopted only for the purpose of correcting technical errors or for clarification, shall be of any force or effect unless approved by the holders of mortgages of record Units which have fifty-one percent(51%) or more of the Beneficial Interests of all Units subject to mortgages of record. A holder of a mortgage who receives a written request to approve amendments who does not deliver or pose to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

#### 14. Special Amendments of Master Deed.

Notwithstanding anything to the contrary herein Sponsor reserves the right to (a) alter the design of the interior of Units owned by the Sponsor without obtaining the consent of the Trustees or Unit Owners; (b) Use any parking space for parking of automobiles and trucks, for storage, or for any use which it deems necessary or desirable in connection with the

re-decoration and construction of the Units or Common Areas and Facilities and the sale or leasing of Units; and (c) install signs or fixtures in the Common Areas and Facilities incident to prospective purchasers and sales staff personnel or other parties on such days and during such hours as may be determined by Sponsor in its sole discretion to allow inspection and showing of the unsold Units and buildings.

The signs, fixtures and other items installed in or upon the Common Areas and Facilities by Sponsor to facilitate the sale of Units shall not be considered Common Areas and Facilities and shall remain the property of the Sponsor, and shall be removed by the Sponsor at its sole cost and expense.

Notwithstanding anything contained herein to the contrary, in addition to all other reservations of the Sponsor contained in this Master Deed, the Sponsor hereby reserves and shall have the right, without the consent of any Unit Owner or of the holder of a mortgage on any Unit, to grant easements across, under, over and through the Land or any portion thereof, including the Common Areas which Sponsor deems necessary or convenient in connection with the development of the Land and/or additional parcels of land contiguous with the Land and any buildings or improvements thereon. Such reserved rights to grant easements shall include, but not be limited to the rights of Sponsor to increase the capacity, strength, number of pipes or otherwise affect the sewer system and other utility systems.

Notwithstanding anything herein contained to the contrary, the Sponsor reserves the right and privilege to record a special amendment to this Master Deed at any time and from time to time which amends this Master Deed (i) to bring it into compliance with requirements or guidelines of any governmental insurer or guarantor or mortgagees, FHLMC, FNMA, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such agencies or entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages and first mortgage loans on Units, (iii) to bring this Master Deed into compliance with Chapter 183A, or, (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Sponsor as the true and lawful attorney-in-fact of each Unit Owner to vote in favor of, make, or consent to any such special amendment or special amendments on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant, acknowledgement of, and a consent to the reservation of, the power of the Sponsor to vote in favor of, make, execute and record special

amendments. The right of the Sponsor to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Sponsor no longer holds or controls directly or indirectly title to any Unit and a total of fourteen (14) Units have been made a part of the Condominium.

15. Units Subject to Master Deed. Unit Deed, Declaration of Trust, Rules and Regulations.

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 Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. 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 Trust, and such rules and regulations, as they may be amended from time to time, 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 thereof.

16. 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 provisions had never been included herein.

17. Waiver.

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

18. 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.

19. FHLMC and FNMA Compliance.

Notwithstanding anything to the contrary in this Master Deed or the Declaration of Trust of the Condominium Trust, the following provisions shall apply and take precedence.

Section 19.1 - Definitions:

- (a) The term "FHLMC" means the Federal Home Loan Mortgage Corporation.
- (b) The term "FNMA" mean the Federal National Mortgage Association.

(c) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit.

(d) The term "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matter from the Trust.

(e) The term "Constituent Documents" means, collectively, the Master Deed, the Declaration of Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto and the Master Plans.

Section 19.2 - Provisions for Eligible Mortgage Holders.

To the extent permitted by applicable law, eligible mortgage holders shall be afforded the following rights:

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, and the original plans and specifications, unless other action is approved by eligible mortgage holders holding mortgages or Units which have at least fifty-one(51%) percent of the votes of Units subject to eligible holder mortgages.

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must be approved by eligible holders holding mortgages on Units which have at least fifty-one(51)percent of the votes of Units subject to eligible holder mortgages.

(c) Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one(51)percent of the votes of such remaining Units subject to eligible holder mortgages.

Section 19.3 - Amendment to Documents.

The following provisions do not apply to amendments to the constituent documents or termination of the Condominium regime made as a result of destruction, damage or condemnation.

(a) The consent of Owners of Units to which at least 75 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a Condominium.

(b) The consent of the Owners of Units to which at least 75 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the Condominium which establish, provide for, govern or regulate any of the following:

1. Voting;
2. The method of calculation assessments, assessment liens or subordination of such liens;
3. The method of calculating reserves for maintenance, repair and replacement of the Common Areas;
4. Insurance or Fidelity Bonds;
5. Rights to use of the Common Areas or limited Common Areas;
6. Responsibility for maintenance and repair of the several Portions of the Condominium
7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium:
8. Boundaries of any Unit;
9. The interests in the general or limited Common Areas;
10. Convertibility of Units into Common Areas or of Common Areas into Units;
11. Leasing of Units;
12. Imposition of any restrictions on a Unit Owner's right to sell, transfer, or otherwise convey his or her Unit;
13. Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units;
14. Any decision by the Trust to establish self-management when professional management had been required previously by an eligible mortgage holder.

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such additions or amendments who does not deliver or post to the requesting party a negative response within thirty(30)days shall be deemed to have approved such request, but this sentence shall not apply to FHLMC.

**Section 19.4 - Right of First Refusal.**

In the event that a Right of First Refusal is created, such Right of First Refusal shall not impair the rights of a first mortgagee of any Unit to:

(a) Foreclosure or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) Sell or lease a Unit acquired by the Mortgagee.

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 adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

**Section 19.5 - Additional Prohibitions.**

Except as otherwise provided herein or in the Trust or By-Laws of CITY VIEW CONDOMINIUMS and as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Sponsors, developer, or builder) of the individual Condominium Units have given their prior written approval, the Condominium Trust shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium project;

(b) Change the pro rate interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of ownership of such Condominium Unit in the Common Areas:

(c) Partition or subdivide any Condominium Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property. No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Areas and Facilities.

**Section 19.6 - FHLMC: FNMA.** The provisions of this Section 19 are set forth so that the Condominium will comply with the requirements of FHLMC and FNMA, and the provisions of

this Section 19 shall be construed and interpreted in accordance with that intention. Notwithstanding anything to the contrary in the constituent documents, the provisions of this Section shall at all times take precedence over all other provisions in the constituent documents. In the event, at any time and from time to time, that applicable rules and regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the constituent documents so that the constituent documents shall comply with such changed or modified rules and regulations of FHLMC or FNMA, or both.

20. Determination of Percentage Interest in Common Areas and Facilities:

The percentage of interest of the respective Units in the Common Areas and Facilities as set forth in Exhibit B hereto have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all the Units on this date.

Each Unit in the Condominium shall be entitled to the percentage of interest specified therefor in Exhibit "B".

21. Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Trust, shall be governed by provisions of 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 the Property or any portion thereof from the provisions of Chapter 183A. In case any provision of this Master Deed conflicts with the provisions of Chapter 183A, the provisions of said statute shall control.

22. Duration.

The Condominium hereby created shall terminate only upon the removal of the same from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interests; provided that notice of such removal is given in the notice of the meeting; and provided, further, that the holders of all mortgages of record on Units affected consent to such removal by written instruments duly

recorded with the Registry of Deeds; such removal shall not require the consent of any holder of a mortgage, if at the time of such removal, the Sponsor is the Owner of all Units in the Condominium.

23. Meanings of Terms.

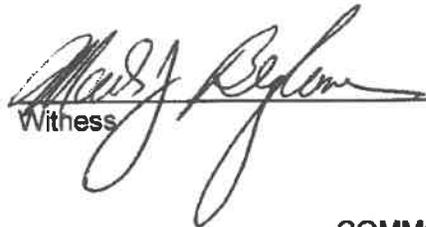
Capitalized terms used herein which are defined in the Trust and which are not specifically defined herein shall have the meaning given to them in the Trust. All terms and expressions herein used which are not defined herein or in the Trust but which are defined in Section 1 of Chapter 183A shall have the same meanings herein as set forth in said Section 1.

24. Power of Attorney.

The acceptance of a deed to a Unit by a Unit Owner shall constitute an agreement by such Unit Owner and any successor in title of such Unit Owner to execute, acknowledge and deliver to the Sponsor any and all documents required by the Sponsor, by any title insurance company insuring title to any Units, by Sponsor's mortgagee, and/or by any lending institution making one or more loans secured by Units, to authorize the Sponsor to alter Units pursuant to said Paragraph 14 hereof and/or to amend this Master Deed pursuant to of Paragraph 14 hereof, including without limitation, to execute, acknowledge and deliver an irrevocable Power of Attorney coupled with an interest designating Sponsor as such Unit Owner's attorney-in-fact for the purpose of executing, delivering and recording any amendments to the Master Deed pursuant to Paragraph 14 hereof.

IN WITNESS WHEREOF, Park Homes, Inc. has caused these presents to be executed as a sealed instrument this 25<sup>th</sup> day of September 2006.

PARK HOMES, INC.

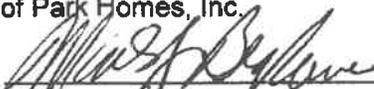
  
\_\_\_\_\_  
Witness

By   
\_\_\_\_\_  
WILLIAM GRUBER, President and  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 25<sup>th</sup> day of Sept., 2006, before me, the undersigned Notary Public, personally appeared WILLIAM GRUBER, President and Treasurer of Park Homes, Inc. proved to me through satisfactory evidence of notification, which was personal recognizance to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Park Homes, Inc.

  
\_\_\_\_\_  
Notary Public  
My commission expires: NOV 15, 2007

## EXHIBIT "A"

## DESCRIPTION OF PARCEL A

A parcel of land in Northampton, Hampshire County, Massachusetts, as shown on a plan entitled "Land in Northampton, Massachusetts Boston and Maine Corporation to William Gruber" dated 09/09/2002 prepared, by Huntley Associates, P.C. recorded in Plan Book 197, Page 73; and is more particularly bounded and described as follows:

**Parcel A:**

Beginning at a point on the northerly line of Hockanum Road at the southeast corner of the herein described parcel; said point being about 165 feet west of the intersection of the easterly line of Williams Street and the northerly line of Hockanum Road.

Thence, running N 56° 28' 04" W along the northerly line of Hockanum Road a distance of 70.70 feet to a point;

Thence, running N 63° 13' 01" W along the northerly line of Hockanum Road a distance of 52.76 feet to a point at land of Boston and Maine Corporation as shown on said plan;

Thence, running N 08° 22' 45" W along land of Boston and Maine Corporation on said plan a distance of 113.35 feet to a point;

Thence, running along a curve to the left having a radius of 2109.45 feet along remaining land of Boston and Maine Corporation an arc distance of 524.13 feet to a point;

Thence, running N 22° 36' 55" W along land of Boston and Maine Corporation a distance of 66.87 feet to a point on the southerly side of Holyoke Street;

Thence, running N 76° 39' 28" E along the southerly side of Holyoke Street a distance of 12.16 feet to a point;

Thence, running S 22° 36' 55" E along land now or formerly of Robert Kielbowicz a distance of 64.91 feet to a point;

Thence, running along a curve to the right having a radius of 2121.45 feet along land now or formerly of Robert Kielbowicz an arc distance of 137.00 feet to a point;

Thence, running N 80° 11' 57" E along lands now or formerly of Robert Kielbowicz; Geroge E. Krynicki and Penny L. Krynicki; and Stanley D. Friedman and Susan L. Friedman a distance of 154.81 feet to a point;

Thence running N. 09° 46' 34" W. along land now or formerly of Stanley D. Friedman and Susan L. Friedman a distance of 3.00 feet to a point at the Westerly terminus of Kary Street;

Thence, running N. 80° 13' 26" E along the southerly line of said Kary street a distance of 54.00 feet to a point;

Thence, running S 09° 46' 34" E along lands now or formerly of Jacqueline L. Urla and Audrey R. Pololak and Miranda L. Campbell a distance of 136.68 feet to a point;

Thence, running S 87° 26' 25" W along land now or formerly of Michael F. Willard, Sr. a distance of 66.29 feet to an iron pin found;

Thence, running S 09° 53' 18" E along lands now or formerly of Michael F. Willard, Sr.; Stanislaw Kowalski; David P. Farrell; Service Net, Inc.; William J. Blizniak and Nancy Jane Blizniak; and Brian A. Maziarz and Laura L. Maziarz a distance of 397.29 feet to an iron pin found;

Thence, running S 23° 18' 31" W along land now or formerly of Joseph E. LaPerle and Mary E. Powers a distance of 70.46 feet to the point of beginning.

Together with the benefit of a slope easement set forth in deed dated February 18, 1864 and recorded as aforesaid in Book 240, Page 287;

Easement for fiber-optic cable in favor of MCI Telecommunications Corporation dated May 9, 1984 and recorded as aforesaid in Book 3430, Page 1 that may affect the most westerly twelve feet of Parcel A;

There is a possible determination of applicability of Wetlands Protection Act filed on behalf of the Northampton Conservation Commission dated March 14, 2001 and recorded as aforesaid in Book 6145, Page 108 for Boston & Maine railroad property; and Order of Conditions by Northampton Conservation Commission to Park Homes, Inc. dated February 12, 2004 and recorded as aforesaid in Book 7704, Page 65.

Reservations, easements, covenants, and provisions set forth in Deed to Park Homes Inc. dated September 15, 2003 and recorded as aforesaid on September 18, 2003 in Book 7471, Page 106;

Storm Drainage easement by the City of Northampton to Park Homes, Inc. dated September 3, 2004 and recorded as aforesaid in Book 8324, Page 313 on June 30, 2005;

Subject to a mortgage given to Northampton Cooperative Bank by Park Homes, Inc. dated July 26, 2005 and recorded in the Hampshire County Registry of Deeds in Book 8361, Page 124.

Subject to a collateral assignment of Leases and Rents to Northampton Cooperative Bank by Park Homes, Inc. dated July 26, 2005 and recorded in the Hampshire County Registry of Deeds in Book 8361, Page 146;

Subject to U.C.C. Financing Statement by Park Homes, Inc., debtor to Northampton Cooperative Bank Secured Party recorded as aforementioned on July 26, 2005 in Book 8361, Page 154

EXHIBIT B

Unit Type A-2 bedroom Townhouse end unit with full basement. The Unit basement is a full basement with no access to common areas and basement stairs to first floor. The first floor consists of living room located to the right of the front entrance, kitchen, lavatory, hallway, closet, stairway to second floor. Access to common areas from first floor is to front stoop from door in living room and to deck from rear door in hallway. The second floor consists of two bedrooms each with closets, a hallway with closet, and full bathroom with linen closet. There is no access to common areas from the second floor. The Unit contains approximately 1650 square feet.

Unit Type A-1-Same layout as Unit A, except that Unit A-1 is an interior unit.

Unit Type B-2 bedroom Townhouse interior unit with full basement. The Unit basement is a full basement with no access to common areas and basement stairs to first floor. The first floor consists of living room located to the right of front entrance, kitchen, lavatory, hallway, closet and stairway to second floor. Access to common areas from first floor is to front stoop from door in living room and to deck from rear door in hallway. The second floor consists of two bedrooms each with closets, hallway with closet and full bathroom with linen closet. There is no access to common areas from the second floor. The unit contains approximately 1650 square feet.

Unit Type C-2 bedroom Townhouse interior unit with full basement. The unit basement is a full basement with no access to common areas and basement stairs to first floor. The first floor consists of living room located to the left of the front entrance, kitchen, lavatory, hallway, closet and stairway to second floor access to common areas from first floor is to front stoop from door in living room and to deck form rear door in hallway. The second floor consists of two bedrooms each with closets, hallway with closet and full bathroom with linen closet. There is no access to common areas from the second floor. The unit contains approximately 1650 square feet.

Unit Type D-2 bedroom Townhouse end unit with full basement. The unit basement is a full basement with no access to common areas and basement stairs to first floor. The first floor consists of living room located to the left of the front entrance, kitchen, lavatory, hallway, closet and stairway to second floor. Access to common areas from first floor is to front stoop from

door in living room and to deck from rear door in hallway. The second floor consists of two bedrooms each with closet, hallway with closet and full bathroom with linen closet. There is no access to common areas from the second floor. The unit contains approximately 1650 square feet.

**EXHIBIT B**  
**PERCENTAGE INTEREST FOR CITYVIEW CONDOMINIUMS**

Unit No.	Percentage Interest	Type	Building
1	7.25	A	1
2	7.1	B	1
3	7.1	C	1
4	7.1	A1	1
5	7.1	B	1
6	7.1	C	1
7	7.25	D	1
8	7.25	A	2
9	7.1	B	2
10	7.1	C	2
11	7.1	A1	2
12	7.1	B	2
13	7.1	C	2
14	7.25	D	2

Total: 100%



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**AMENDMENT AND REMOVAL  
FROM MASTER DEED**

Pursuant to Massachusetts General Laws, Chapter 183A, PARK HOMES, INC. and WILLIAM GRUBER, TRUSTEE OF CITY VIEW CONDOMINIUM TRUST, hereby agree to amend the Master Deed dated September 25, 2006 and recorded in the Hampshire County Registry of Deeds in Book 8887, Page 48 by removing the following described property from the provisions of Massachusetts General Laws, Chapter 183A:

The property removed is described as land known as Kary Street, Northampton, Massachusetts, as shown on a plan of land recorded in the Hampshire County Registry of Deeds in Plan Book 197, Page 73, to wit:

Beginning at a point in the southerly line of Kary Street at the northeast corner of land shown as "Parcel A" on said plan, thence running;

West Fifty-four (54) feet along the northerly line of said Parcel A to a point; thence running

North Twenty-five (25) feet along land shown on said plan as "N/F Stanley I. Friedman and Susan L. Friedman" to the centerline of Kary Street, then running

East Fifty four (54) feet along the centerline of Kary Street to a point at the end of the paved part of Kary Street; thence running

South Twenty-Five (25) feet to the point of beginning.

EXECUTED as a sealed instrument this 3<sup>rd</sup> day of October, 2006.

\_\_\_\_\_  
Witness

PARK HOMES, INC.  
By   
\_\_\_\_\_  
William Gruber,  
President & Treasurer

\_\_\_\_\_  
Witness

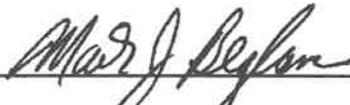
CITY VIEW CONDOMINIUM TRUST  
By   
\_\_\_\_\_  
William Gruber, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

County of Hampden

October 3, 2006

On this 3<sup>rd</sup> day of October 2006, before me, the undersigned notary public, personally appeared the above-named **William Gruber, Sole Trustee of City View Condominiums Trust, and President and Treasurer of Park Homes, Inc.** and proved to me through satisfactory evidence of identification, which was personal recognizance, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My commission expires: *Nov 15, 2007*