

16853

MASTER DEED

DECLARATION OF CONDOMINIUM

SEE
BOOK 1689
PAGE 138

G. G. S., INC., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 2701 Boston Road, Wilbraham, Hampden County, Massachusetts, hereinafter referred to as the DEVELOPER, being the owner in fee simple of the land with the improvements thereon located in Southamptn, Hampshire County, Massachusetts, hereinafter referred to as the PROPERTY, said land being more particularly bounded and described as follows:

SEE
BOOK 1860
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BEGINNING at a concrete bound, on the northerly side of Route 10, said point marking the southeast corner of the parcel herein described, said point also marking the southwest corner of land of L. & J. Realty Trust; thence running S80° 05' 24" W along Route 10 a distance of two hundred eighty-nine and 76/100 (289.76) feet to an iron pin; thence running N 10° 27' 10" E along land now or formerly of James T. Anderson, et ux, John W. Prusak, et ux, William Merrill, et ux, Harris Holt, et ux, Ivan K. Hoyt, et ux, and Raymond Hall, et ux, a distance of five hundred forty-eight and 79/100 (548.79) feet to an iron pin; thence running S 71° 39' 23" E along land of Frank T. Frary a distance of two hundred sixty-one and 08/100 (261.08) feet to a concrete bound; thence running S 08° 38' 21" W along land of L. & J. Realty Trust a distance of four hundred twelve and 33/100 (412.33) feet to the point of beginning, containing 2.929 acres more or less.

SEE
BOOK 1568
PAGE 132

SUBJECT to an easement for drainage rights in favor of the Commonwealth of Massachusetts as established in a document dated July 7, 1923, and recorded in the Hampshire County Registry of Deeds, Book 794, Page 107.

BEING the premises conveyed to said G. G. S., Inc., by deed of John G. Kulha et al dated September 10, 1971, and recorded in the Hampshire County Registry of Deeds, Book 1605, Page 676.

SEE
BOOK 1872
PAGE 114

BEING the premises shown on a plan entitled "Hampton-South Condominium, Southamptn, Massachusetts Prepared for G. G. S., INC.," dated August 14, 1972, scale 1" = 20' prepared by Almer Huntley, Jr. & Associates, Inc., Registered Land Surveyors & Civil Engineers, 238 Bridge Street, Northampton, Massachusetts and recorded in the Hampshire County Registry of Deeds herewith.

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HEREBY DECLARES on behalf of itself, its successors and assigns to its grantees and their respective heirs, successors, assigns, executors and administrators as well as to any and all persons having, aspiring or seeking to have or asquire any interest of any nature whatsoever in and to any part of the Property;

THAT, as owner of said Property, it proposes to create a condominium governed and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts on the above-described Property and that said Property, from and after the date of the recording of this Declaration in the Hampshire County Registry of Deeds, shall be and continue subject to each and all the terms hereof and of said Chapter 183A until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. CONDOMINIUM NAME: This Condominium shall hereafter be known as HAMPTON-SOUTH CONDOMINIUM.

II. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of Unit Owners is HAMPTON-SOUTH CONDOMINIUM, INC.

III. DEFINITIONS: As used herein and throughout the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, unless otherwise stated, or unless the context requires otherwise, the following terms shall be defined as follows:

1. Unit: That part of the buildings capable of independant use as described on a Surveyors plan of "Unit", followed by an identifying number, and including that part of the building containing the Unit that lies within the boundaries of such Unit.
2. Unit Owner: That person, persons or entity holding title in fee simple to a Unit.
3. Assessment: The pro-rata share of the common expenses necessary for the maintenance and management of the Condominium.
4. Common Areas: That portion of the Condominium property not included in the units.
5. Common Expenses: Expenses incurred in the operation, maintenance, repair, or replacement of the Common Areas, structural parts of the Buildings, such as outside walls, floors and ceiling slabs which are not included within the boundaries of the Unit, costs of carrying out the powers and duties of the

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Condominium Corporation, special assessments, management costs and fees, and expenses which are declared common expenses by the provisions of this Declaration of Condominium, or the By-Laws, or any valid charge against the Condominium property as a whole, including but not limited to, utilities, such as water, sewer, garbage collection, exterior electric service, and management corporation corporation costs and fees.

6. Common Surplus: The excess of all receipts of the Condominium Corporation over and above the Common Expenses.
7. Condominium Property: The land in the Condominium, contiguous or not, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium, excepting therefrom only the washing machines, dryers and electrical equipment located in the laundry and electrical rooms as designated in said buildings.

IV. DESCRIPTION OF BUILDINGS: There are two buildings, hereinafter called the Buildings, on the Property built substantially in accordance with the plans hereto attached and marked Exhibit A, prepared by Almer Huntley, Jr., & Associates, Inc., Registered Land Surveyors and Civil Engineers, 238 Bridge Street, Northampton, Massachusetts, said Buildings being described as follows:

Both Buildings contain twelve (12) two-bedroom Town House Units. Said Buildings have poured concrete foundations and floor slabs, except under Units 11, 12, 14, and 15, which have full basements; the exterior walls are constructed of wood framing with brick veneer or wood (panelling on the first floors and wood shingles on the second floors. The roofs are constructed of wood rafters with plywood, and are covered with tar and gravel. The interior walls separating Units are of wood framing, covered by sheet rock wall board; and the partitions within the Units are of wood framing, covered by sheet rock wall board. The floor joists are wood, covered by plywood; and the ceiling joists are wood, covered by sheet rock wall board. All Units within the Buildings have individual central controlled electric heating and air conditioning units. Said Buildings have been constructed in accordance with the requirements of the Building Department of the Town of Southhampton.

V. DESCRIPTION OF UNITS: There are twenty-four (24) units, twelve (12) in each Building as shown on plans prepared by the above-named Surveyors and Civil Engineers attached hereto and marked Exhibit B, each of said Units being described as follows:

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The twenty-four (24) units are of the same interior floor plan. Each unit faces onto a walk and common grassy court area to which the front door opens; the dining room door opens onto individual patio areas which abut common grass areas. The first floor has a total of 410 square feet and contains: a living room, dining area, kitchen, lavatory and a patio; the second floor has a total area of 410 square feet and contains: two bedrooms and full bath; all as shown on said Floor Plan for each unit. The kitchens are equipped with built-in sink and General Electric dishwasher, disposal, range and refrigerator. Each bathroom is equipped with a molded fiber glass bathtub and shower, built-in vanity and sink, and water closet. The lavatory is equipped with a built-in vanity and sink, and water closet.

The basement areas under Units 11, 12, 14, and 15, are subdivided into storage areas as shown on the Plans for the Basement Storage Area No.'s 1 and 2. Each Condominium Unit has for its own use the storage area designated with the corresponding number as the Unit.

- VI. PROPORTIONATE INTEREST OF EACH UNIT IN THE COMMON AREAS: The Owner of each Unit shall be entitled to an undivided interest in the Common Areas in the following percentages set forth opposite each unit:

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1	.04166	14	.04166
2	.04166	15	.04166
3	.04166	16	.04166
4	.04166	17	.04166
5	.04166	18	.04166
6	.04166	19	.04166
7	.04166	20	.04166
8	.04166	21	.04166
9	.04166	22	.04166
10	.04166	23	.04166
11	.04166	24	.04166
12	.04166	25	.04166

- VII. COMMON AREAS USE: The Common Areas shall be used in accordance with and subject to the following provisions:
1. Covenant against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the

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Property or any part thereof until the termination of Declaration in accordance with provisions herein elsewhere contained or until the Building is no longer tenantable, whichever first occurs. An exception to this clause in the event of casualty damage is set forth in Article XIV hereof.

2. Rules and Regulations Promulgated by Condominium Corporation. No person shall use the Common Areas or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Condominium Corporation. Without in any manner intending to limit the generality of the foregoing, the Condominium Corporation shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Areas to members of the Condominium Corporation and their guests, as well as to provide for the exclusive use by a Unit Owner and his guests for specific occasions of the Common Areas. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Condominium Corporation for the purpose of defraying costs thereof. The Board of Directors of the Condominium Corporation may by a majority vote assess a fine of five dollars (\$5) per day against any Unit Owner for any and each violation of the rules and regulations, such fine or fines to be collected as an assessment in accordance with the provisions of Article XVI hereof.

3. Maintenance, repair, management and operation of the Common Areas shall be the responsibility of the Condominium Corporation, but nothing herein contained however shall be construed so as to preclude the Condominium Corporation from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Condominium Corporation by the terms of this Sub-Article VII (3) and as are approved by the Board of Directors of the Condominium Corporation. An exception to this clause is set forth in Article XXIII hereof.

4. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Areas shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere herein.

5. Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Areas in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

6. Alterations and Improvements. The Condominium Corporation shall have the right to make or cause to be made such alterations and improvements to the Common Areas (which do not prejudice the

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right of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Condominium Corporation and all first mortgages of individual units.

a. If fifty per cent (50%) or more but less than seventy-five per cent (75%) of the Unit Owners agree to make an improvement to the Common Areas and facilities, and assess the cost therefor, the cost of such improvements shall be borne solely by the Owners so agreeing.

b. Seventy-five per cent (75%) or more of the Unit Owners may agree to make an improvement to the Common Areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten per cent (10%) of the then value of the condominium, any Unit Owner not so agreeing may apply to the Superior Court of the County in which the property is located, on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the Condominium Corporation at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

7. Shares of Unit Owners. The Shares of the Unit Owners in the Common Areas shall be as stated in Article VI and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. The share of a Unit Owner in the Common Areas is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

VIII. MAINTENANCE AND REPAIR OF UNITS:

1. The Condominium Corporation, at its expense, shall maintain, repair, or replace as follows:

a. All portions of the Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit to, outside walls of the Building, structural slabs, roof, interior boundary walls of Units and load-bearing columns;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Unit but excluding therefrom, appliances and plumbing fixtures;

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c. All incidental damage caused to a Unit by such work as may be done or caused to be done by the Condominium Corporation in accordance herewith;

d. Cause the building, appurtenances and grounds of the Condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry and such other normal maintenance and repair work as may be necessary;

e. Make contracts for sewer, water, exterior lights, refuse collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium;

f. Cause to be placed and kept in force necessary insurance needed adequately to protect the Condominium Corporation, its members and mortgagees holding mortgages covering Condominium parcels, as their respective interest may appear (or as required by law), including, but not limited to public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Unit Owners as a common expense.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

a. To maintain, repair and replace at his expense, all portions of the Unit except the portions of each to be maintained, repaired and replaced by the Condominium Corporation as hereinbefore set forth;

b. To perform his responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying within the Building;

c. Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Unit; unless the written consent of the Condominium Corporation is obtained;

d. To promptly report to the Condominium Corporation or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Condominium Corporation;

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e. Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Condominium Corporation or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Condominium Corporation and all First Mortgagees of individual Units, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Condominium Corporation and of the Unit Owners or Owner for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Condominium Corporation for maintenance, repair and replacement, but the Condominium Corporation's liability shall be limited to damages resulting from negligence.

IX. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Unit, together with the space within it as shown on the Surveyor's Plans, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. Boundaries. Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Surveyor's Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

a. Horizontal Boundaries:

- (i) The underside of the concrete slab above and abutting the Unit;
- (ii) The underside of the concrete slab below and abutting the Unit.

b. Vertical Boundaries:

- (i) Between Units: The plane formed by the center line of the wall between Units;
- (ii) Exterior Boundaries: The plane formed by the exterior side of the wall in which the windows are located.

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3. Appurtenances. Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Property, which shall include but not be limited to:

a. Common Areas: An undivided share of the Common Areas, such undivided share to be that portion set forth in Article VI hereof;

b. A license with or without monthly fees to maintain a private passenger automobile at and on a parking space in accordance with the Rules and Regulations of the Condominium Corporation;

c. Easements for the benefit of the Unit;

d. Condominium Corporation stockholdership and funds and assets held by the Condominium Corporation for the benefit of the Unit Owner;

e. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;

f. In addition to and not in derogation of the ownership of the space described on the Surveyor's Plans, an exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with the provisions herein elsewhere contained, or the Building is no longer tenatable;

g. The following easements from each Unit Owner to each other Unit Owner and to the Condominium Corporation:

(i) Ingress and Egress. Easements through the Common Areas for ingress and egress for all persons making use of such Common Areas in accordance with the terms of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation.

(ii) Maintenance, Repair and Replacement. Easements through the Units and Common Areas for maintenance, repair and replacement of the Units and Common Areas. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

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(iii) **Utilities.** Easements through the Units and Common Areas for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with the Plans and Specifications of the Building.

(iv) **Structural Support.** Every portion of a Unit which contributes to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Areas.

(v) **Emergency Easements of Ingress and Egress.** Easements whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

X. PURPOSE AND USE RESTRICTIONS: The purpose of this condominium is to provide for the operation of a building with the condominium form of ownership. In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. The Units shall be used for only those purposes allowed by the zoning by-laws of the Town of Southampton, Massachusetts.

2. The Common Areas shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

3. **Nuisances.** No nuisances shall be allowed upon the Property nor shall any use or practices be allowed which is a source of annoyance to occupants or which interfere with the peaceful possession and proper use of the Property by its residents and occupants.

4. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Condominium Corporation of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

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5. Interpretation. In interpreting deeds, mortgages and plans; the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

6. Regulations. Regulations concerning use of the Property may be promulgated by the Condominium Corporation as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Condominium Corporation, are annexed hereto and made a part hereof as Exhibit D.

XI. CONVEYANCES: The sale, leasing and mortgaging of Units shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained or until the Building is no longer tenantable, whichever first occurs:

1. Sale or Lease. No Unit Owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Board of Directors, except as elsewhere provided herein, which approval of the Condominium Corporation shall be obtained in the manner hereinafter provided.

a. Notice to Condominium Corporation. A Unit Owner intending to make a sale or lease of his Unit or any interest therein shall give written notice to the Condominium Corporation of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Condominium Corporation reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Unit Owner to the Condominium Corporation and any purchaser or lessee produced by the Condominium Corporation as hereinafter provided, that the Unit Owner believes the proposal to be bona fide in all respects.

b. Election of Condominium Corporation. Within thirty (30) days after receipt of such notice, the Board of Directors of the Condominium Corporation shall either approve the transaction or furnish a purchaser or lessee approved by the Condominium Corporation (and give notice thereof to the person desiring to sell or lease his Unit), who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Condominium Corporation may have not less than thirty (30)

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days subsequent to the date of approval within which to complete the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Directors of the Condominium Corporation shall be in recordable form, signed by any two (2) members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Condominium Corporation to act within such thirty (30) day period shall be deemed to constitute approval, following which the Condominium Corporation nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Unit Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Condominium Corporation. The right of election shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership and occupancy of units because of race, creed, color or national origin.

2. Mortgage. No original Unit Owner may mortgage his Unit nor any interest therein without the approval of the Condominium Corporation except to Union Federal Savings and Loan Association, a corporation duly organized under the Laws of The United States of America and having a principal place of business in Pittsfield, Massachusetts. No subsequent owner may mortgage his unit or any interest therein without the approval of the Condominium Corporation, excepting to a National or State Bank, Life Insurance Company or a Federal Savings and Loan Association, or to a vendor to secure not more than seventy-five per cent (75%) of the purchase price. The approval of any other mortgagee shall be upon the terms and conditions as determined by the Condominium Corporation or may be arbitrarily withheld.

3. Owners' Units and other privileges. The original owner, herein called Developer, which has executed this Declaration of Condominium, its successors and assigns, is irrevocably empowered, notwithstanding this Declaration of Condominium, By-Laws, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of, any interest it may have in and to any Units to any person or entity approved by it. It shall have the right to transact on the Property any business necessary to consummate the sale or lease of Condominium Units, including but not limiting to, the right to maintain models, have signs, employees in the office, use of the Common Areas, and to show Units. A sales office, signs and all items pertaining to sales, shall not be considered to be Common Areas. In the event there are unsold Condominium Units, the Owner is hereby vested with the right to be the Owner thereof, under the same terms and conditions as other Owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.

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XII. ADMINISTRATION: The administration of the Property, including but not limited to the acts required of the Condominium Corporation, shall be governed by the following provisions:

1. The Condominium Corporation shall be incorporated under the name Hampton-South Condominium, Inc., as a corporation under the Laws of the Commonwealth of Massachusetts. Any other form of organization for the Condominium Corporation may be submitted after first obtaining the written approval of all of the stockholders thereof.
2. The By-Laws of the Condominium Corporation shall be in the form attached as Exhibit C, until such are amended in the manner therein approved.
3. The duties and powers of the Condominium Corporation shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Condominium Corporation and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Condominium Corporation shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Condominium Corporation which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Condominium Corporation, such act or approval must be that of the Board done or given in accordance with the By-Laws.
4. Notices or demands, for any purpose, shall be given by the Condominium Corporation to Unit Owners and by Unit Owners to the Condominium Corporation and other Unit Owners in the manner provided for notices to members of the Condominium Corporation by the By-Laws of the Condominium Corporation.
5. All funds and titles of all properties acquired by the Condominium Corporation and the proceeds thereof after deducting therefrom the costs incurred by the Condominium Corporation in acquiring the same shall be held for the benefit of the Unit Owners for the purposes herein stated.
6. All income received by the Condominium Corporation from the rental, or licensing of any part of the Common Areas (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

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7. The Condominium Corporation, by and through its Board of Directors, is hereby vested with the power to delegate its powers, duties and authority granted by this Declaration, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Directors may elect except as provided in Article XXIII hereof. The management costs and fees as may be contained in any management contract shall be Common Expenses.

XIII. INSURANCE: The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. **Authority to Purchase.** Except Builder Risk and other required insurance furnished by Developer during construction, all insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Condominium Corporation for the benefit of the Unit Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages of the Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Condominium Corporation and their respective employees, agents and invitees. Such policies and endorsements shall be deposited with the Insurance Trustee, (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. **Unit Owners.** Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article XIII (1) hereof (if the same is available) and must be obtained from an insurance company from which the Condominium Corporation obtains coverage against the same risk, liability or peril, if the Condominium Corporation has such coverage.

3. **Coverage:**

a. **Casualty.** The Building and all other insurable improvements upon the land and all personal property as may be owned by the Condominium Corporation shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

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(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;

b. Public Liability and Property Damage in such amounts and in such forms as shall be required by the Condominium Corporation, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;

c. Workmen's Compensation policy to meet the requirements of law;

d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

4. Premiums. Premiums upon insurance policies purchased by the Condominium Corporation shall be paid by the Condominium Corporation and charged as Common Expenses.

5. All insurance policies purchased by the Condominium Corporation shall be for the benefit of the Condominium Corporation and the Unit Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds, payable as a result of casualty losses, shall be paid to the said Union Federal Savings and Loan Association, as Trustee, or to any other bank with trust powers as may be approved by the Condominium Corporation. Such Trustee or any other bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Corporation, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

a. Common Areas. Proceeds on account of damage to Common Areas -- that undivided share for each Unit Owner and his mortgagee, if any, which is set forth in Article VI hereof.

b. Units. Proceeds on account of Units shall be held in the following undivided shares:

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(i) Partial destruction when the Building is to be restored -- for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Condominium Corporation shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) Total destruction of the Building or where the Building is not to be restored -- for all Unit Owners, the share of each being that share set forth in Article VI hereof.

c. Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear.

6. Distribution of Proceeds. Proceeds of Insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners after first paying or making provisions for the payment of the expense of the Insurance Trustee in the following manner:

a. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

c. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Condominium Corporation as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Condominium Corporation forthwith shall deliver such certificate.

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XIV. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any Part of the Common Areas shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Rebuilding of the Common Areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten per cent (10%) of the value of the Condominium prior to the casualty.

2. If said casualty loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and:

a. If seventy-five per cent (75%) of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of M. G. L. A., c. 183A.

b. If seventy-five per cent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a Common Expense, provided, however, that if such excess cost exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Hampshire County on such notice to the Condominium Corporation as the Court shall direct, for an order directing the purchase of his Unit by the Condominium Corporation at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

3. Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

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4. Encroachments upon or in favor of Units which may be created as result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

5. Certificate. The Insurance Trustee may rely upon a certificate of the Condominium Corporation, certifying as to whether or not the damaged property is to be reconstructed or repaired. The Condominium Corporation, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

XIV-A. RESPONSIBILITY. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Condominium Corporation.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Condominium Corporation has the responsibility of maintenance and repair, the Condominium Corporation shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Condominium Corporation (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

3. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Condominium Corporation from assessments against Unit Owners, shall be disbursed in payment of such cost in the following manner:

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a. Condominium Corporation. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Condominium Corporation with the Insurance Trustee. In all other cases, the Condominium Corporation shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Condominium Corporation from collection of assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit Owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(ii) Condominium Corporation: Lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Condominium Corporation; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Condominium Corporation: Major damage. If the amount of the estimated costs of reconstruction and repair of the Building or other improvement is more than

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the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Condominium Corporation and upon approval of an architect qualified to practice in Southamptton, Massachusetts, and employed by the Condominium Corporation to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund.

(v) When the damage is to both Common Areas and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Areas and the balance to the Units in the shares above stated.

4. Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Condominium Corporation except in any case where the damage is restricted to one (1) Unit, subject to the rights of mortgagees of such Unit Owners.

XV. TAXES AND SPECIAL ASSESSMENTS:

1. The assessment of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:

a. Determination of Value. The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which taxes and assessments are ultimately to be levied.

b. Allocation of Assessments to Units: The assessment for each Unit shall be the Unit's respective Share of the Assessment of the Property.

c. Certificate. Any Tax Assessor may rely upon a Certificate of the Condominium Corporation as to the Share of each Unit and upon request or whenever appropriate, the Condominium Corporation shall issue such Certificate.

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2. During the period of time the taxes and special assessments upon the Property or any portion thereof are not assessed to Units as aforesaid, the taxes and assessments not separately assessed to Units shall be included in the budget of the Condominium Corporation and shall be paid by the Condominium Corporation. The Condominium Corporation shall assess each Unit Owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by the Tax Assessors.

3. Return for Taxation. No Unit Owner shall make a return for taxation which is inconsistent in any manner with the provisions hereof and if any such return is made it shall be void.

XVI. ASSESSMENTS: Assessments against the Unit Owners shall be made or approved by the Board of Directors of the Condominium Corporation and paid by the Unit Owners to the Condominium Corporation in accordance with the following provisions:

1. Share of Expense. Common Expenses. Each Unit Owner shall be liable for his share of the Common Expenses, and any Common Surplus shall be owned by each Unit Owner in a like share.

SHARE OF EXPENSES

UNIT NO.	PERCENT	UNIT NO.	PERCENT	UNIT NO.	PERCENT
1	.0416	9	.0416	18	.0416
2	.0416	10	.0416	19	.0416
3	.0416	11	.0416	20	.0416
4	.0416	12	.0416	21	.0416
5	.0416	14	.0416	22	.0416
6	.0416	15	.0416	23	.0416
7	.0416	16	.0416	24	.0416
8	.0416	17	.0416	25	.0416

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Condominium Corporation or its Board of Directors by the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, shall be paid by Unit Owners to the Condominium Corporation in the proportions set forth in the provisions of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, authorizing the Assessment.

3. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other and additional times as

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in the judgment of the Board of Directors, additional Common Expenses assessments are required for the proper management maintenance and operation of the Common Areas. Such annual assessments shall be due and payable in three (3) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Condominium Corporation for defraying the costs of the use of Common Areas. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

4. Other Assessments shall be made in accordance with the provisions of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, and if the time of payment is not set forth in the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, the same shall be determined by the Board of Directors of the Condominium Corporation.

5. Assessments for Emergencies. Assessments for Common Expenses or emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Condominium Corporation.

6. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Areas, shall be paid by the Condominium Corporation as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

7. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Condominium Corporation for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Condominium Corporation as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the Hampshire County Registry of Deeds. The Condominium Corporation shall issue such certificate in recordable form to such persons as a Unit Owner shall request in writing.

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8. **Liability for Assessments.** The Owners of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Areas or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

9. **Lien for Assessments.** The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto and shall be enforced in the manner provided in Section Five of Chapter Two Hundred Fifty-Four of the General Laws of Massachusetts. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record held by a bank or insurance company, as to such portion of said common expenses as became due within six (6) months prior to the commencement of an action to enforce such lien pursuant to said Section Five. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

10. **Application.**

a. **Interest: Application of Payments.** Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

b. **Suit.** The Condominium Corporation at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and, in any event, the Condominium Corporation shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten percent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

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XVII. COMPLIANCE AND DEFAULT: Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, as they may be amended from time to time. A default shall entitle the Condominium Corporation or other Unit Owners to the following relief:

1. **Legal Proceeding.** Failure to comply with any of the terms of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation, adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Condominium Corporation or, if appropriate, by an aggrieved Unit Owner.

2. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Condominium Corporation. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. **No Waiver of Rights.** The failure of the Condominium Corporation or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation shall not constitute a waiver of the right of the Condominium Corporation or Unit Owner to enforce such right, provision, covenant or condition in the future.

5. All rights, remedies and privileges granted to the Condominium Corporation or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation or at law or in equity.

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XVIII. AMENDMENT: Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees, the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation may be amended in the following manner:

1. Master Deed Declaration of Condominium. Amendments to the Master Deed Declaration of Condominium shall be proposed and adopted as follows:

a. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

b. Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Condominium Corporation or by the Unit Owners meeting as members of the Condominium Corporation and after being proposed and approved by either of such bodies, must be approved by the other. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Directors and seventy-five percent (75%) of the Unit Owners and their mortgagees.

c. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Condominium Corporation as having been duly adopted and shall be effective when recorded in the Hampshire County Registry of Deeds. Copies of the same shall be sent to each Unit Owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Condominium Corporation: Articles of Incorporation and By-Laws of the Condominium Corporation shall be amended in the manner provided by such documents.

XIX. TERMINATION: The Condominium shall be terminated, if at all, in the following manner:

1. Seventy-five percent (75%) of the Unit Owners may remove all of the Condominium or a portion thereof from the provisions of M. G. L. A. Chapter 183A by an instrument to that effect, duly recorded in the Hampshire County Registry of Deeds, provided that the holders of all liens upon any of

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the Units affected consent thereto by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Hampshire County Registry of Deeds.

2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this condominium, including all units, shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the unit owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of M.G.L.A. Chapter 183A and terminated.

3. Shares of Unit Owners after Termination. After Termination as provided in Section One (1) of this Article, the Condominium, including all the Units, or the portion thereof thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the Property owned in common held by each Unit shall be equal to the percentage of the undivided interest of such Owner in the Common Areas and facilities. All funds held by the Condominium Corporation and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners and their First Mortgagees in proportion to the amount of the assessments paid by each Unit Owner. The costs incurred by the Condominium Corporation in connection with a termination shall be a Common Expense.

4. The removal of the Condominium from the provisions of M.G.L.A. Chapter 183A shall not bar the subsequent resubmission of the land and buildings involved to the provisions of said Chapter.

XX. COVENANTS RUNNING WITH THE LAND: All provisions of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation shall be construed to be covenants with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation.

XXI. LIENS:

1. Protection of Property. All liens against a Unit other than for permitted mortgages, taxes or special assessments will be satisfied or

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otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

2. Notice of Lien. A Unit Owner shall give notice to the Condominium Corporation of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

3. Notice of Suit. Unit Owners shall give notice to the Condominium Corporation of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five (3) days after the Unit Owner receives notice thereof.

4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

5. The Condominium Corporation shall maintain a register of all permitted mortgages.

XXII. JUDICIAL SALES AND OTHER TRANSFERS OF TITLE:

1. No judicial sale of a Unit nor any interest therein shall be valid unless the sale is a result of a public sale with open bidding or unless the sale is to a purchaser approved by the Board of Directors of the Condominium Corporation, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Hampshire County Registry of Deeds.

2. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Condominium Corporation.

3. In the event proceedings are instituted to foreclose any mortgage on any Unit, the Condominium Corporation on behalf of one (1) or more Unit Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Condominium Corporation, the Condominium Corporation thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs, or assigns, or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute

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right to accept title to the Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the Laws of the Commonwealth of Massachusetts and to bid upon said Unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Condominium Corporation, its successors, or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the date of the foreclosure sale, during which thirty (30) days the Condominium Corporation shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default; but in the event a mortgage goes into default more than twice, the mortgagee shall then have an option to waive notice of the default; and if such default is not cured as aforesaid, and should the Condominium Corporation or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Unit and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupations of said Property to persons approved by the Condominium Corporation. If the Condominium Corporation or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past-due assessment.

XXIIIL PROVISIONS PERTAINING TO DEVELOPER: For so long as the Developer continues to own any of the Units and as provided herein the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation..

1. For so long as Developer owns more than forty percent (40%) of the Units, a majority of the Board of Directors of the Condominium Corporation shall be selected by the Developer and such members as may be selected by Developer need not be owners of Units in the Building.

2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made not intended, nor may one be relied upon.

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3. In order to maintain high standards and to assure the proper development of the Condominium, the grantors herein, known as Developer, hereby reserve for a period of two (2) years from the date of recording of this Declaration, the power to contract with persons, firms or corporations of its choice for the management of the Condominium, and to delegate to such managing agent, which may be Developer or either of them, all powers of the Condominium Corporation in regards to maintenance, repair, management and operation of the Condominium Corporation. The management costs and fees as may be contained in such management contract shall be Common Expenses.

XXIV. If any term, covenant, provision, phase or other element of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation.

XXV. UNIT DEEDS: Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described, including the interest of the Unit Owner in the Shares of the Condominium Corporation.

XXVI. CAPTIONS: Captions used in the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation.

XXVII. GENDER, SINGULAR, PLURAL: Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

XXVIII. SEVERABILITY: If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the Laws of the Commonwealth of Massachusetts, then the said Laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

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XXIX. Under no circumstances shall any provision of this Master Deed Declaration of Condominium and the Rules and Regulations and By-Laws of the Condominium Corporation be deemed to create a lien, charge or other encumbrance entitled to priority or preference ahead of or superior to any first mortgage now in effect or hereinafter given by the present owner or owners, relating to the Condominium Property.

IN WITNESS WHEREOF, the said G.G.S., INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by BERNARD A. SANTANIELLO, its President, this 11th day of December, in the year one thousand nine hundred seventy-two.

Signed and sealed in the presence of:

G.G.S., INC.



By



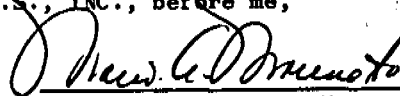
Bernard A. Santaniello, President



COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

Then personally appeared the above-named BERNARD A. SANTANIELLO and acknowledged the foregoing instrument to be the free act and deed of G.G.S., INC., before me,



Mario A. Marinetto, Notary Public
My commission expires: Sept. 2, 1977.