

MASTER DEED  
OF  
HADLEY VILLAGE CONDOMINIUM

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MASTER DEED

OF

HADLEY VILLAGE CONDOMINIUM

The undersigned Ira B. Sutton, Michael J. Cohen and Andrew L. Ross, Trustees of Hadley Village Realty Trust under Declaration of Trust dated July 28, 1986 and recorded with Hampshire County Registry of Deeds at Book 2774, Page 344 (hereinafter the "Declarant"), being the sole owners of the land in South Hadley, Hampshire County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and filing this Master Deed, do hereby submit said land, together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended (hereinafter "Chapter 183A") and proposes to create, and hereby do create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. Name. The name of the Condominium shall be:

HADLEY VILLAGE CONDOMINIUM

2. Description of the Land. The land (hereinafter the "Land") upon which the buildings and improvements are situated is described in said Exhibit A attached hereto and made part hereof.
3. Description of the Buildings. The buildings (hereinafter the "Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof.
4. Designation of the Units and Their Boundaries.
  - (a) The Condominium consists of 180 units, situated in Buildings lettered A through M, inclusive, as shown on the site plan to be recorded herewith (said 180 units are hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of each of said 180 Units are set forth in Exhibit C attached hereto, and are shown on the site and unit floor plans of "Hadley Village Condominium," filed herewith.

The said floor plans show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Buildings are respectively lettered A-M and otherwise have no name and bear the verified statement of a Registered Architect, all as required by the provisions of Section 8 of Chapter 183A.

- (b) The boundaries of each of the Units designated on Exhibit C hereto as being "Townhouse Type" with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surface of the concrete floor slab;
  - (ii) Roofs: The plane of the lower surface of the second floor ceiling joists;
  - (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing the Unit at the ground floor and second floor levels and the plane of the interior surface of the concrete walls facing the Unit at the basement floor level; as to the exterior doors (including garage doors), the exterior surfaces thereof; as to the exterior door frames and window frames, the interior surfaces thereof; and as to the windows, the exterior surface of the glass and sash.
- (c) The boundaries of each of the Units designated on Exhibit C hereto as being "Apartment Type" with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surface of the subflooring;
  - (ii) Roofs: The plane of the lower surface of the ceiling joists;
  - (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing the Unit; as to the exterior doors, the exterior surfaces thereof; as to the exterior door frames and window frames, the interior surfaces thereof, and as to the windows, the exterior surface of the glass and sash.
- (d) All glass window panes, including those forming part of glass sliding doors, shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned by the Unit Owner thereof.

- (e) All hardware, including, without limitation, locks and hinges, which are part of or connected to the windows (including and doors, if any) shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, and maintained and repaired by the Unit Owner thereof.
- (f) Any storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner.
- (g) Each Unit excludes the foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, attic spaces, corridors, hallways and stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, lawns, the swimming pool, pool cabana, driveways, parking areas, walks and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.
- (h) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit.
- (i) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.
- (j) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Exclusive Easement Areas" in paragraph 7 hereof.
- (k) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Units in the Condominium, except for the Exclusive Easement Areas described in paragraph 7 hereof which are reserved for the exclusive easement of use for the Unit(s) to which such Exclusive Easement Areas appertain.

5. Common Areas and Facilities. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Buildings and improvements thereon shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:
- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
  - (b) The foundation, structural columns, girders, beams, supports, perimeter walls and studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, corridors, hallways and stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, lawns, the swimming pool, pool cabana, driveways, parking areas and walks.
  - (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity, telephone and sprinkler services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit.
  - (d) In general any and all apparatus, equipment and installations existing for common use.
  - (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Excluded from the Common Areas and Facilities are the washing machines and dryers which shall remain the personal property of the Declarant and the Declarant's successors or assigns. The Declarant and said successors and assigns may impose fees or other charges for the use of said machines; provided, however, that the Trustees (hereinafter the "Condominium Trustees") of the Hadley Village Condominium Trust (hereinafter the "Condominium Trust") may terminate any arrangements for the use of said machines without cause and without payment of a termination fee upon ninety (90) days or less written notice.

Subject to the exclusive easement provisions of paragraph 7 hereof, the restrictions set forth in paragraph 8 hereof and the reserved rights and easements set forth in paragraphs 9 and 10 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their

intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

6. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof.

7. Exclusive Easement Areas. The following portions of the Common Areas and Facilities are hereby designated Exclusive Easement Areas appurtenant to one or more Units as hereinafter described:

- (a) If assigned by the Declarant by written Assignment of Parking Space filed with the Hampshire County Registry District of the Land Court, a Unit shall have appurtenant to it one or more parking space(s) as shown on the site plan to be filed herewith. Any parking space(s) not assigned initially as exclusive easement areas shall be deemed not to be subject to exclusive easement, provided that the Condominium Trustees may, but shall not be obligated to, supplementally assign one or more additional parking spaces for the use of a given Unit or Units.
- (b) Each "Apartment Type" Unit shall have the exclusive right and easement to use one (1) storage bin in the basement of the Building in which it is located, such storage bin being designated on the floor plans filed herewith by the Unit number of the Unit to which it is appurtenant.
- (c) Each Unit shall have the exclusive right and easement to use the front steps and walkway which serve such Unit alone; provided that steps and walkways which serve more than one Unit shall be for the shared use of the Units they serve.
- (d) Units 48 through 71, inclusive, and 78 through 95, inclusive, shall each have the exclusive right and easement to use that yard area adjacent to the Unit as designated on the floor plan(s) filed herewith.

The said Exclusive Easement Areas shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraphs 9 and 10 hereof.

8. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Unit shall be used only for residential purposes, with each one bedroom Unit to be occupied by not more than two persons, and each two or more bedroom Unit to be occupied by not more than two adult persons or by a single family unit. Provided, however, the Condominium Trustees may in their discretion waive in writing for temporary periods (but not indefinitely) the said limits on numbers of persons occupying a Unit. Also, the Condominium Trustees may (but shall not be obligated to) in their discretion grant written permission for a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, insurance agent or like professional person residing in any Unit to maintain therein an office for his personal professional use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised, held out or used as a place to see, visit or consult with or provide any service to clients, patients, or customers.
- (b) The architectural integrity of the Building(s) shall be preserved without modification and to that end without limiting the generality of the foregoing, no balcony, skylight, chimney, enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building(s) or attached to or exhibited through a window of the Building(s), and no painting or other decorating shall be done on any exterior part or surface of the Building(s), unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust. (See also paragraph 9 hereof).
- (c) The Owners of any Unit may at any time and from time to time modify, remove and install walls lying wholly within such Unit, provided however that any and all work with respect to the modification, removal and installation of interior walls or other improvements shall be approved by the Condominium Trustees in

accordance with the provisions of Section 5.9 of the Condominium Trust and shall conform to the conditions set forth in said Section 5.9 of the Condominium Trust. Except as otherwise provided in paragraph 18 of this Master Deed of Section 5.3.1 of the Condominium Trust, no Unit Owner shall make any addition, alteration or improvement to his Unit which would encroach upon the Common Areas without the prior written approval of all Unit Owners.

- (d) Each Unit Owner who leases, rents or licenses the use of his Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees and all other occupants therein. Therefore, each Unit Owner who leases, rents or licenses the use of his Unit hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit claiming by, through or under such person, or (ii) any legal action, including court enforcement proceedings, taken by a Unit Owner or the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.
- (e) All use and maintenance of Units and the Common Areas and Facilities (including the Exclusive Easement Areas) shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit or the Exclusive Easement Areas appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units and their appurtenant Exclusive Use Areas.
- (f) No Unit or any part of the Common Areas and Facilities (including the Exclusive Easement Areas) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.



Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph 8, except such as occur during his or her ownership of a Unit.

9. Rights Reserved to the Declarant for Sales.

(a) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right for so long as he owns such an unsold Unit to:

- (i) Lease and license the use of any unsold Unit;
- (ii) To use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units; and
- (iii) To use any Unit owned by the Declarant as an office for the Declarant's use.

(b) Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Buildings and other structures and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

10. Rights Reserved to the Condominium Trustees. Upon twenty-four hours advance notice (or such longer notice as the Condominium Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Condominium Trustees shall have the right of access to each Unit and the Exclusive Easement Areas appurtenant thereto:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in a Building.

(b) To exercise any other rights or satisfy any other obligations they may have as Condominium Trustees.

11. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Hadley Village Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be filed with the Hampshire County Registry District of the Land Court herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder. As of the date hereof, the name and address of the original and present Trustees of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustees") are as follows:

Ira B. Sutton  
20 Barney Hill Road  
Wayland, Massachusetts 01778

Michael J. Cohen  
167 Corey Road  
Brookline, Massachusetts 02146

Andrew L. Ross  
One Heritage Drive  
North Quincy, Massachusetts 02171

The Condominium Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

12. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.
13. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, subparagraph 8(d) hereof and the rights with respect to the

use of the "Pool Facilities" granted pursuant to the Easement Agreement referred in paragraph 15 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A, as said Exhibit may be amended from time to time. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, subparagraph 8(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land (including, without limitation, the rights with respect to the use of the "Pool Facilities" granted pursuant to the Easement Agreement referred to in paragraph 15 hereof), are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, 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 thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

14. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least seventy-five percent (75%) of the total undivided beneficial interest in the Condominium Trust, or signed by a majority of the Condominium Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least seventy-five percent (75%) of said total undivided beneficial interest, and (b) duly filed with the Hampshire County Registry District of the Land Court, provided, that:
- (a) The date on which any instrument of amendment is first signed by an Owner shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless filed within six (6) months after such date.
  - (b) No instrument which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
  - (c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units.

- (d) 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.
- (e) No instrument of amendment which purports to affect the reserved rights and easements benefitting the Abutting Parcel (as hereinafter defined in paragraph 15 hereof and in Exhibit A hereto) shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is filed with such amendment at the Hampshire County Registry District of the Land Court.
- (f) No instrument of amendment which purports to amend or otherwise affect paragraphs (c) through (f) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.
- (g) Where required under the provisions of paragraph 17 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.

Each instrument of amendment executed and filed in accordance with the requirements of this paragraph 14 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

15. Abutting Parcel -- Rights By Easement Agreement to Use Pool Facilities in the Common Areas and Facilities. Abutting the Land on the south is an approximately 2.08 acre parcel of real estate which is more specifically described in a deed from Francis M. Conti to Harry Freedman dated November 16, 1976 and recorded with the Hampshire County Registry of Deeds in Book 1924, Page 280 (the "Abutting Parcel"). Filed prior to this Master Deed is an Easement Agreement dated February 4, 1987 (the "Easement Agreement") under which it is provided that, if the Abutting Parcel is used for residential purposes, then the owners and occupants of the residential units constructed thereon (whether houses or condominium units) shall have the right and easement to use the swimming pool and pool cabana (the "Pool Facilities") forming part of the Common Areas and Facilities of the Condominium. Said right and easement shall be subject to certain requirements set forth in the Easement Agreement, which include the payment of annual cost share by each residential unit on the Abutting Parcel that elects to exercise its rights of use under the Easement Agreement.

16. Definition of "Declarant". For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Ira B. Sutton, Michael J. Cohen and Andrew L. Ross, Trustees of Hadley Village Realty Trust, who have executed, delivered and filed this Master Deed and to all successors and assigns of said Ira B. Sutton, Michael J. Cohen and Andrew L. Ross, Trustees who come to stand in the same relation as developer of the Condominium as they did.

17. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary and subject to any more stringent applicable requirements of Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraph (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Except as provided by Chapter 183A (and Section 5.6.5 of the Condominium Trust which conforms to said statute) in the case of condemnation or substantial loss to the Units and/or the Common Areas and Facilities of the Condominium, the Unit Owners and the Condominium

Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3's) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

- (i) By any act or omission, seek to abandon or terminate the Condominium; or
  - (ii) Change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
  - (iii) Partition or subdivide any Unit; or
  - (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) A First Mortgagee, upon request made to the Condominium Trustees, shall be entitled to:
- (i) Written notification from the Condominium Trustees of any default by its borrower who is an

Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

- (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) Receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
  - (v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

The Declarant intends that the provisions of this paragraph 17 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans and any more stringent requirements of Chapter 183A, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 17 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly filed with the Hampshire County Registry District of the Land Court in accordance with the requirements of paragraph 14 hereof.

18. Patios, Fences, etc. It is anticipated that Unit Owners whose Units have as appurtenant thereto exclusive easement yard areas (see subparagraph 7(d) hereof) may wish to construct or install fences or other decorative barriers; patios, terraces or decks; or other types of structures attached to or adjacent to their respective Units, but located on or in said exclusive easement yard areas. Such

structures or installations may be constructed, erected or made provided that they have been approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and conform to the conditions set forth in said Section 5.9 of the Condominium Trust and in this paragraph 18.

All fences, decorative barriers, patios, terraces, decks, or other like structures shall be located entirely within the yard area designated as an Exclusive Easement Area for the Unit involved.

Any such fence or other decorative barrier; patio, terrace, or deck; or other type of structure permitted to be constructed hereunder shall become Exclusive Easement Areas appurtenant to the Unit which they serve and shall be maintained by the Unit Owners.

Provided that any such structure or installation shall be duly approved and constructed, installed or erected in accordance with the provisions of Section 5.9 of the Condominium Trust and this paragraph 18, an easement for the maintenance of the same on or in the Common Areas and Facilities shall exist for so long as said structure shall be standing and/or such installation shall be in existence.


19. Pets. Dogs, cats or other animals may not be kept in any Unit, without the prior written consent of the Trustees. If such consent is given, the Trustees may require that such pet be removed at any time as provided in the rules and regulations of the Condominium. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Trustees on demand.
20. Severability. In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
21. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

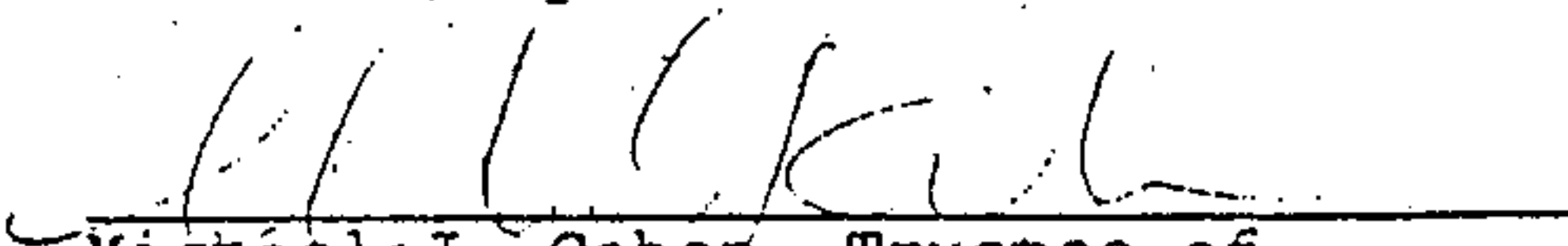


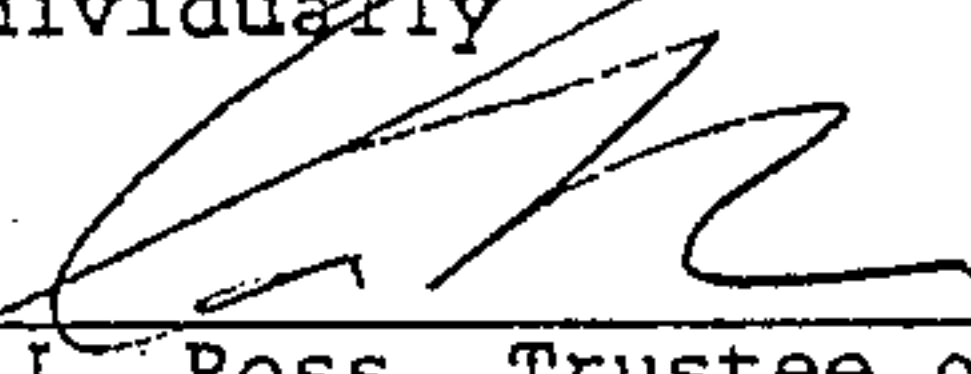
22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

23. Governing Law. This Master Deed, the Condominium Trust and By-Laws, and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A.

WITNESS the execution hereof under seal this 5<sup>th</sup> day of February, 1987.

  
\_\_\_\_\_  
Ira B. Sutton, Trustee of Hadley  
Village Realty Trust and Not  
Individually

  
\_\_\_\_\_  
Michael J. Cohen, Trustee of  
Hadley Village Realty Trust and  
Not Individually

  
\_\_\_\_\_  
Andrew L. Ross, Trustee of Hadley  
Village Realty Trust and Not  
Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

February 5, 1987

Then personally appeared the above-named Michael J. Cohen, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

Annelle J. Griffin  
Notary Public  
My commission expires: 10 31 91