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| 5581 | MASTER DEED | | 03152/321 | 04/04/1988 | |
| Property-Street Address and/or Description | | | | | |
| 87 EAST PLEASANT ST TANBROOK, 95 EAST PLEASANT ST TANBROOK | | | | | |
| Grantors | | | | | |
| T S L ASSOCIATES INC, TANBROOK CONDOMINIUM | | | | | |
| Grantees | | | | | |
| MASTER DEED | | | | | |
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| Registered Land Certificate(s)-Cert# Book/Pg | | | | | |

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MASTER DEED
TANBROOK CONDOMINIUM

87 & 95 East Pleasant Street, Amherst, MA

1. SUBMISSION TO CONDOMINIUM STATUS. T.S.L. ASSOCIATES, INC. hereinafter called the "Sponsor" being the sole owner of the land located in Amherst, Hampshire County, Massachusetts, further described in Paragraph 3 below, does hereby, by duly executing and recording this Master Deed, submit said land (the "Land"), together with the buildings and improvements now and from time-to-time hereafter erected thereon (collectively the "Buildings") and all easements, rights, and appurtenances belonging thereto, (hereinafter called, collectively the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, the "Condominium Law". Sponsor proposes to create, and hereby creates with respect to said Property, a CONDOMINIUM to be governed by and subject to the provisions of said Chapter 183A.

2. NAME OF CONDOMINIUM. The name of the CONDOMINIUM shall be known as TANBROOK (the "CONDOMINIUM") CONDOMINIUM.

3. DESCRIPTION OF LAND. The land of the CONDOMINIUM is situated in Amherst, Hampshire County, Massachusetts, is addressed as 87 and 95 East Pleasant Street and is more particularly described in Exhibit A attached hereto and made a part hereof.

4. (a) DESCRIPTION OF BUILDINGS. There is, on the land described in Exhibit A, a total of two (2) buildings, one of which is a Victorian House consisting of four (4) stories; the other is a three (3) story newly constructed structure (each including basement level and ground floor).

(b) BUILDING MATERIALS: UNITS. The exteriors of the Buildings are made of wood, cedar and clapboarding. The interiors of the Buildings are made of sheetrock, wood and finishing materials.

The CONDOMINIUM consists of 8 units (the "Units"). The Buildings and the Units are shown on the site plan and floor plans referred to in Paragraph 8 below (herein called the "Plans").

5. (a) DESCRIPTION OF UNITS. The designation of each Unit, a statement of its location, the number of rooms in each Unit, the Unit's approximate area, the immediate common area to which the Unit has access, the Unit's proportionate interest in the common areas and facilities of the CONDOMINIUM (the "Common Elements") are contained in Exhibit B and attached hereto and made a part hereof.

(b) BOUNDARIES OF UNITS. Each Unit is enclosed by the intersection of the vertical Unit boundaries and the lower and upper Unit boundaries described below:

(1) **Vertical Unit Boundaries:** the vertical planes of the innermost unfinished surfaces of the exterior walls of the Building and the vertical planes of the innermost unfinished surfaces of the interior walls dividing the Unit from the "Common Elements" (as hereafter defined) or other Units, as the case may be and in such cases in which the Unit boundaries according to the Plans are bounding lines and not interior walls constructed as of the date hereof, the vertical Unit boundary shall be said Unit boundary line for such Unit as located on the Plans, extended vertically to intersection with the lower and upper unit boundaries;

2. **Lower and Upper Unit Boundaries:** the lower Unit boundary is the uppermost face of the sub-flooring of the Unit and the upper Unit boundary is the horizontal plane of the Unit ceiling.

Included within each Unit are the windows (including all glass panes) and doors which open from a Unit, and the portions of the window frames and sashes and door frames appurtenant to such windows and doors, respectively, but located beyond the boundaries of the Unit except for the exterior surfaces thereof, which are part of the common area and facilities of the CONDOMINIUM. In the course of any maintenance or repair of the window and door frames located beyond the boundaries of a Unit, the owner of the Unit ("Unit Owner") shall have the right to modify the exterior surfaces thereof, so long as said exterior surfaces, upon completion of such maintenance and repair, shall be put back in the same condition as existed prior to said maintenance and repair by said Unit Owner. No structural components of a Building and no equipment, pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or Common Elements, shall be deemed to be a part of said Unit.

6. **DESCRIPTION OF THE COMMON ELEMENTS.** The Common Elements of the CONDOMINIUM consist of all portions of the Condominium other than the individual Units including, without limitation, the following:

(a) The land described on said Exhibit A, together with and subject to all rights easements and other encumbrances affecting the same (whether or not referred to on said Exhibit A);

(b) All foundations, columns, girders, beams, joists, studs, supports, exterior walls, interior of common walls, roofs, hallways, corridors, mechanical and maintenance rooms, basements, trash and storage areas, and utility rooms, fire escapes, exits, entrances and stairs and all features, facilities, fixtures and apparatus contained therein;

(c) All installations, facilities and equipment located outside of the Units, for the furnishing of utility of service such as power, light, gas, telephone and water;

- (d) All decks and backyard areas;
- (e) Truck docks, loading platforms and areas giving access thereto;
- (f) Mailboxes, buzzer consoles, fire extinguishers, floor coverings, carpeting, draperies, lamps, tables, chairs, rugs and other furniture located within the common areas;
- (g) All apparatus and equipment designed and intended for common use, including, but not limited to, elevators, tanks, pumps, motors, fans, compressors and control apparatus and equipment, whether located in common areas or in Units, excluding from such apparatus and equipment all parts thereof, and all items affixed or connected thereto, not designed or intended for common use;
- (h) All enclosed space marked "common areas" or "common facilities" on said floor plans;
- (i) All units which may at any time be acquired and held by the managing board ("Board") of the Condominium Association on behalf of all Unit Owners;
- (j) All other parts of the Property designed and intended for common use or necessary or convenient to the existence, maintenance or safety of the Property; and
- (k) All other items listed as such in Chapter 183A and located on the land.

The term "common use" includes without limitation use by or for any two or more units. The proportionate interest of each Unit in the Common Elements is set forth in said Exhibit "B" and has been determined upon the basis of the approximate relation which the fair market value of that Unit on the date thereof bears to the aggregate fair market value of all Units on the date hereof.

The Common Elements shall be used, owned, and regulated in accordance with and subject to the provisions of this MASTER DEED, the TANBROOK Condominium By Laws, as now exists or as may from time to time be amended, and subject to the rules and regulations promulgated pursuant thereto. The percentage of undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance mortgage or other instrument.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of the construction, reconstruction,

repair, shifting settlement or movement of any portion of the Property, or as a result of condemnation or eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment exists.

7. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES LOCATED INSIDE OF UNITS. Each Unit Owner and the Condominium Association shall have an easement in common with the owners of all other Units for use and repair of all pipes, wires, ducts, flues, cables, conduits and public utility lines within the Common Elements or in any of the Units and serving his Unit or the Common Elements. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Condominium Association for use and repair of pipes, wires, ducts, flues, cables, conduits and public utility lines serving such Unit together with the Common Elements or such other Units and located in such other Units. The use and repair rights here above described shall be reasonably exercised so as to minimize interferences with the use and occupancy of the Units and Common Elements subject to said easement rights and the party exercising said rights shall repair and restore any loss or damage to any Unit (including the personal property and equipment contained in said Unit) or to the Common Elements resulting from the exercise of said rights, to the extent the loss or damage is not covered by applicable insurance policies. The Board shall have a right of access to each Unit to inspect the same, and after seven (7) days written notice (or immediately in the case of emergency) maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

8. FLOOR PLANS AND SITE PLAN. Simultaneously with the recording hereof, there has been recorded a set of floor plans of the Buildings showing the layout, location, unit numbers and dimensions of the Units, stating the name of the Buildings and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor certifying that the Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built. There has also been recorded with said floor plans a site plan of the Property showing the boundaries of land comprising the CONDOMINIUM and the location of certain of the Common Elements. Said floor plans and site plan, together, are herein called the "Plans".

9. USE OF THE BUILDINGS AND THE UNITS; AND RESTRICTIONS ON USE OF THE BUILDINGS AND UNITS.

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

(a) Each of the Units may be used only for residential purposes, subject, to the further restrictions set forth below, provided, however, that such Units may also be used by the Unit

Owner for the purposes described in Subparagraph (c) of this Paragraph and by the Sponsor for the purposes described in subparagraph (d) of this Paragraph.

(b) Each Unit Owner may lease or rent his Unit, provided, however, that all leases and rental agreements shall be in writing, the lease is for not less than the entire Unit and such lease is specifically made subject to the provisions of this Master Deed, the By-Laws and all Rules and Regulations adopted thereunder, and provided further that no Unit may be leased or rented for a period of less than thirty (30) days and an initial term of no less than six (6) months.

(c) The Units and the Common Elements shall be subject to the following restrictions, unless otherwise permitted by an instrument in writing duly executed by the Board of Managers pursuant to the provisions of this Master Deed or the By-Laws:

(A) no business activities of any nature shall be conducted in any such Unit, except (i) as provided in subparagraph (d) of this Paragraph and (ii) a person residing in any such Unit may, if permitted by and duly authorized in accordance with the applicable law and governmental regulation maintain therein an office for his or her personal and professional use.

(B) only one pet may be kept in any Unit. Such pet may not be a noisome or offensive to the other Unit Owners and shall be suitably controlled, leashed or caged wherever they are on the Condominium premises outside the interior of a Unit. The Trustees may, in their sole discretion, in response to a complaint made by any Unit Owner as to the offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior permission to maintain such pet and notwithstanding the foregoing provisions of this subparagraph (C). No pet shall be permitted in any portion of the Common Elements unless carried or on a leash and Unit owners shall immediately remove from the Common Elements droppings of their pets. The sponsor may designate a portion of the Common Elements as a pet walking area, which, in addition to the balcony, patio or entrance court in which a Unit Owner has an easement for the exclusive use thereof, shall be the only portion of the Common Elements where pets shall be permitted. The Trustees may, in their discretion, adopt rules and regulations with respect to the manner of keeping of pets;

(D) Except for Sponsor's exercise of its rights set forth in Paragraph 14 hereof, the architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Board of Managers, no balcony enclosure, patio enclosure or entrance court enclosure (other than the enclosures erected by Sponsor) awning, screen, antenna, sign (except Sponsor's signs), banner or other devise, and no exterior change, addition, structure, projection, decoration or other

feature, shall be erected or placed upon or attached to any Unit or any part thereof, no addition, change or replacement of any exterior light, door knocker or other exterior hardware shall be made, no painting, attachment of wall hangings or other decoration shall be placed on any exterior part or surface of any Unit nor on the interior or exterior surface of any window or glass door, no alteration or addition shall be made to the interior structural components of a Unit; however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Unit Building containing such Unit are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on such Unit and subject to such conditions as the Trustees may impose with respect to such changes; and provided that an owner of two (2) adjoining Units may, subject to the same conditions and approvals, remove all or part of an interior wall or ceiling or floor separating such Units;

(E) all maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification;

(F) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of this Master Deed, the By-Laws and rules and regulations with respect thereto;

(G) Except for Sponsor's exercise of its rights set forth in this Paragraph, the Common Elements shall be used only for the furnishing of the service and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;

(H) no nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents;

(I) no immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, orders, rules, zoning ordinances, regulations and requirements of all governmental bodies having jurisdiction thereof shall be observed;

(J) violations of laws, orders, rules, zoning ordinances, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the owner of said Unit and relating to the Common Elements shall be eliminated by the Board;

(K) for soundproofing purposes all stairways within a Unit and exclusively serving each Unit, and any floor (or a portion

thereof) in any Unit directly above another Unit must be carpeted and padded with good quality materials, and all Units must at all times have floor coverings and padding at least as soundproof as those initially provided by the Sponsor or other floor coverings approved in writing by the Board;

(L) a Unit Owner shall not store, place or cause to be stored or placed in or on any of the Common Elements (including, without limitation, a balcony, patio or entrance court to which such Unit Owner has exclusive rights) any packages or objects of any kind (including, without limitation, rugs or mats) provided, however, a Unit Owner may place lawn furniture and a barbecue (or other grill) approved in accordance with subsection (T) of this subparagraph c of Paragraph 9 on a balcony, patio or entrance court to which such Unit Owner has exclusive rights;

(M) all Units shall be heated at all times as to maintain minimum temperature in such Unit of 55°F to avoid the freezing of pipes, plumbing facilities and the like;

(N) for so long as the Board pay for the cost of utilities consumed within Units, Unit Owners shall not waste such utilities, including, without limitation, water and gas, and shall not terminate any utility service to a Unit without prior written consent of the Board;

(O) Unit Owners shall maintain the heating and hot water systems located within their Units in good working and efficient order;

(P) Unit Owners shall prevent water condensation from air conditioning equipment serving their Unit from dripping onto lower Units (or the Common Elements adjacent to said lower Units);

(Q) the public halls, corridors, landings and stairways shall be used for no purpose other than normal transit through them;

(R) no clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements (including, without limitation, a balcony, patio or entrance court to which a Unit Owner has exclusive rights);

(S) there shall be no parking on the Property except in the spaces shown as such on the Plan and parking in said spaces shall be limited to those having rights to park in same;

(T) no use shall be made of the Property for recreational purposes except in areas designated by the Board for such use and except also recreational use of entrance courts, balconies, and patios by those persons having the exclusive right to use the same,

but in no event shall any recreational use of the Property be made which would, in the opinion of the Trustees, create a nuisance, annoy other residents of the Condominium or interfere with the peaceful possession of Units by residents;

(U) no barbecue (or other grill) shall be allowed in any Unit or in or on the Common Elements (including, without limitation, a balcony, patio or entrance court to which a Unit Owner has exclusive rights) unless such barbecue (or grill) is approved in writing by the Board and complies with all applicable laws, ordinances, rules, regulations, orders and requirements (including, without limitation, requirements of the Amherst, Massachusetts Fire Department and the applicable Board of Fire Insurance Underwriters) and any such barbecue or grill so approved must be placed directly on asbestos, concrete or another fireproof surface; and

(V) except as otherwise provided in this Master Deed, or the By-Laws, the parking areas shall not be used for parking or storage of trucks, commercial vehicles, boats, trailers, unregistered vehicles or any other vehicles other than private passenger cars, motorcycles or non-commercial vans.

Said restrictions shall be for the benefit of the Unit Owners and shall, insofar as permitted by law, be perpetual. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Board and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Paragraph except such as occur during his or her ownership thereof.

(d) Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of the Units have been sold by the Sponsor use any Units owned by the Sponsor, where applicable, as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units.

(e) A majority of the Board then in office may, by an instrument in writing and in accordance with the provisions of the By-Laws, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purposes set forth herein and to protect the architectural integrity of the Buildings.

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

10. ORGANIZATION OF UNIT OWNERS. The TANBROOK Condominium Association, through which the Unit Owners will manage and regulate the CONDOMINIUM has been established pursuant to the By-Laws recorded herewith. The Condominium Association is an unincorporated membership association of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest (and voting rights) in proportion to the percentage of undivided interest in the Common Elements appurtenant to their respective Units. The names and addresses of the first Board of Managers of the Condominium Association, so designated in the By-Laws, is as follows: DONALD W. TODRIN, 11 Pleasant Street, Northampton, Massachusetts.

The respective terms of the members of said first Board of Managers are set forth in the By-Laws.

11. AMENDMENT OF MASTER DEED. This Master Deed may be amended by an instrument in writing signed by the owners of Units entitled to eighty percent (80%) or more of the undivided interest in the Common Elements and Facilities. An amendment shall become effective, however, only when duly recorded with the Hampshire County Registry of Deeds, provided, however, that;

No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit contemplated to be altered thereby, and is assented to by the holder of any mortgages thereon;

No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by such mortgage holder;

No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed, and such amendment has been first assented to in writing by the holders of all mortgages affected thereby;

No provision of any instrument of amendment which alters this Master Deed in any manner which (i) affects the rights of the Sponsor or (ii) would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

12. SPECIAL AMENDMENT. Notwithstanding anything to the contrary contained herein or in the By-Laws, Sponsor reserves the right and power to enact and record with the Registry of Deeds in which this Master Deed is recorded, one or more special amendments

("Special Amendment") to this Master Deed and/or the By-Laws, at any time and from time-to-time which amends this Master Deed or the By-laws: (i) to comply with requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities (herein called the "Secondary Mortgage Market Entities"); (ii) to induce any of such Secondary Mortgage Market Entities to make, purchase, sell, insure, or guarantee first mortgages covering ownership of any Units in this CONDOMINIUM; (iii) to bring this Master Deed and By-Laws into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment to the Master Deed or the By-Laws; provided, however, no such amendments which if enacted would require under the terms of the Master Deed, the consent of the Board of the Tanbrook Condominium Association, or its Unit Owners or its unit Mortgagees, shall be effective unless approved, ratified or consented to by such parties. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Sponsor to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power in the Sponsor to vote in favor of, make, execute and record Special Amendments. The right of the Sponsor to act pursuant to rights reserved or granted under this Section shall automatically be deemed to have been assigned by Sponsor (without further written confirmation, act or deed) to the Board at such time as the Sponsor ceases holding title to at least one (1) Unit in the CONDOMINIUM, unless a prior assignment of such rights has been made by Sponsor.

13. SALES, LEASES, AND RIGHTS OF FIRST REFUSAL. No Unit Owner may sell or lease his Unit or any interest therein except by complying with the following provisions:

(a) Any Unit Owner who receives a bona fide offer for the sale or lease of his Unit ("hereinafter called "Outside Offer") together with:

- (i) The undivided interest in the Common Elements;
- (ii) The interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and
- (iii) The interest of such Unit Owner in any other

assets of the CONDOMINIUM, (hereinafter collectively called the "Appurtenant Interests"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, to purchase such Unit, together with the appurtenant interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner). In the event the Board of Managers shall elect to purchase such Unit, together with the appurtenant interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the Hampshire County Registry of Deeds, forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer, or at such time and place as the Unit Owner and the Board of Managers may otherwise mutually agree. At the closing, the Unit Owner, if such Unit, together with appurtenant interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in a form required by Massachusetts General laws Chapter 183A, with Massachusetts Documentary stamps affixed.

In the event the Board leases said Unit on behalf of the Unit Owners, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such unit, on the terms and conditions contained in such Outside Offer.

Notwithstanding anything contained herein or in the By-Laws to the contrary, the Board shall not be empowered to purchase any Unit of the CONDOMINIUM, unless so required under Chapter 183A, or other applicable laws, without first obtaining the written consent of the owners of at least eighty percent (80%) in interest of the Common Elements of the CONDOMINIUM. The foregoing shall apply whether the Board intends to take title in its own name, or in the name of an agent or nominee.

Any income from said rental shall be owned by the Unit Owners according to their respective interests in the Common Elements, said income to be distributed to the Unit Owners or applied in payment of the common expenses of the CONDOMINIUM as the Board may determine. Any portion of the common expenses chargeable to the Unit acquired by the Board shall be included in the common expenses of the CONDOMINIUM and shall be assessed to and paid by the other Unit Owners in proportion to their respective interests in the Common Elements.

In the event the Board of Managers shall fail to accept such offer within thirty (30) days as aforesaid, the offering Unit Owner shall be free to contract to sell his Unit, together with the appurtenant interests, or to lease such Unit, as the case may be, to the outside offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such outside offer. Any such deed to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed, the By-Laws and the Rules and Regulations. Any such lease shall be consistent with the Master Deed and the By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, which consent shall not be unreasonably withheld, that the tenant shall not sublet the demised premises, or any part thereof without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease or to bring summary proceedings to evict the tenant in the name of the Landlord thereunder, in the event of default by the tenant in the performance of such lease.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

(b) The right of first refusal contained in Paragraph (a) of this Section of the Master Deed may be released or waived by the Board of Managers in which event the Unit, together with the appurtenant interests, may be sold, conveyed, or leased, free and clear of the provisions of such section so long as the prior approval of the owners of at least eighty percent (80%) in interest of the Common Elements of the CONDOMINIUM is obtained.

14. SPONSOR'S ADDITIONAL RIGHTS; ASSIGNMENT OF SPONSOR'S RIGHTS. In addition to all other rights of Sponsor hereunder, Sponsor reserves unto itself, its workmen, servants, contractors and work crews, the following rights for a period not to exceed three years from date, or until Sponsor conveys all of the Units of the CONDOMINIUM to third-party purchasers, whichever first occurs:

(a) access, ingress and egress over and upon the Common Elements (excepting portions thereof, if any, as to which any Unit has been granted exclusive use rights), as necessary to facilitate

reconstruction, rehabilitation or improvement of the Units and Common Elements and other work in progress or contemplated by Sponsor, provided that all such work shall take place during normal working hours;

(b) the right to store construction materials, equipment and supplies on the land described in Exhibit "A" and to use and operate machine tools on the land described in Exhibit "A" and in the Building;

(c) to restrict (for periods of not more than 6 hours at any time during any one day) the use by Unit Owners of common hallways, corridors, basement areas, and other Common Elements to facilitate construction or for purposes of safety (provided, of course, that no Unit Owner shall be denied at least one means of access to his Unit during such periods of restriction);

(d) to leave debris resulting from construction in the Common Elements from time-to-time provided the same does not endanger safety and provided Sponsor removes all such debris as soon as reasonably practical (all debris shall be completely removed by Sponsor when work in each area under improvement is completed, and such areas shall be cleaned up and put in neat order and condition and repaired as necessary);

(e) to interrupt for brief intervals of time not exceeding 3 hours during daylight hours, water, electric and other utilities when necessary to facilitate construction or the installation of appliances or fixtures in the Units and/or Common Elements under construction, provided that in each such instance of interruption, Sponsor shall diligently attempt to give all occupants of the Units such advance notice as practical under the circumstances);

(f) to park vehicles used in connection with the construction work or incident thereto on vacant portions of the land;

(g) all such other rights as the Sponsor may deem reasonably necessary to complete construction of the Units and/or the Common Elements provided the same do not result in a substantial and continuing detriment to the ability of the Unit Owners to use and occupy their respective Units.

Sponsor, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights in this Master Deed and in the By-Laws, which are incorporated herein by this reference, to any person, trust, firm or entity, including the Condominium Association as may be determined by Sponsor.

Each Unit shall be subject to an easement in favor of the owners of all other Units to use the Common Elements located in that Unit and serving such other Units. The Board of Managers shall have a right to access to each Unit to inspect the same, to correct

violations of the By-Laws, to maintain, repair and replace the common elements contained therein or elsewhere in the Building, and for any other purposes permitted by the By-Laws.

15. ADDITIONAL RIGHTS OF FIRST MORTGAGEES. Notwithstanding any other provisions of this Master Deed or the Condominium By-Laws to the contrary, the following provisions shall govern and control:

(a) The right of first refusal hereinafter set forth in this Master Deed, shall not impair the rights of a first mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or,

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or,

(iii) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in Paragraph 13 above;

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

(c) Any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or By-Law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) Unless at least 67% of the first mortgagees holding mortgages on the individual units in the CONDOMINIUM have given their prior written approval, neither the Unit Owners nor the Board of Managers shall be entitled to:

(i) by act or omission, seek to abandon or terminate the CONDOMINIUM except in the event of substantial destruction of the CONDOMINIUM premises by fire or other casualty or in the case of a taking by condemnation or eminent domain, and then only by acting, in the event of a casualty loss, in accordance with the provisions of Section 17 of said Chapter 183A;

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit; or

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the CONDOMINIUM shall not be deemed an action for which any prior approval of mortgagees shall be required under this Subsection;

(v) In no event shall any provision of this Master Deed or the Condominium By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit or the Common Elements.

(e) Any first mortgagee will be entitled to:

(i) written notification from the Board of Managers of the CONDOMINIUM of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the CONDOMINIUM By-Laws which is not cured within sixty (60) days;

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

(iii) upon written receipt, receive an audited annual financial statement and other financial data of the CONDOMINIUM Association within ninety (90) days following the end of the fiscal year of the said CONDOMINIUM Association, provided, however, if the Condominium contains less than 50 Units, such statement shall be provided at the mortgage holders expense;

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

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

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

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

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

The provisions of this Paragraph 15 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

16. UNITS SUBJECT TO MASTER DEED, BY-LAWS AND UNIT DEED. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the By-Laws, and the Rules and Regulations (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of the Documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owners.

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

18. WAIVER. No provision 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.

19. 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.

20. THE CONDOMINIUM LAW GOVERNS. The Units and the Common Elements, the Unit Owners and the members of the Board of the Condominium Association, shall have the benefit of and be subject to the provisions of Massachusetts General Laws, Chapter 183A, "Condominium Laws" in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the By-Laws set forth therein,

shall be governed by the provisions of such Condominium Law in their relation to each other and to the CONDOMINIUM established hereby including, without limitation, provisions thereof with respect to removal of the CONDOMINIUM premises or any portion thereof from the provisions of the Condominium Law. Should any provision of this Master Deed be in conflict with the Condominium Law, the terms of the Condominium Law shall govern.

21. DEFINITIONS. All terms and expressions used in this Master Deed which are defined in the Condominium Law shall have the same meanings here unless the context otherwise requires.

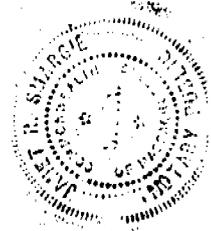
IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be executed under seal this 4th day of April, 1988.

T.S.L. ASSOCIATES, INC.

By [Signature]
Its President and Treasurer

AGREED AND ACCEPTED
TANBROOK HOMEOWNER'S ASSOCIATION

BY: [Signature]
DONALD W. TODRIN, MANAGER



COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

April 4, 1988

Then personally appeared the above-named DONALD W. TODRIN, President and Treasurer of T.S.L. ASSOCIATES, INC. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of T.S.L. ASSOCIATES, INC., before me,

[Signature]
Notary Public Janet R. Smarjie
My Commission Expires: December 9, 1994

2557b

Hampshire ss. April 4 1988 at 2 o'clock and 45 minutes P.M., Rec'd, ent'd and
exam'd with Hampshire Reg. of Deeds, Book 3152 Page 321
Attest _____
REGISTER