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MASTER DEED

This MASTER DEED of JEFFREY AMHERST MANOR CONDOMINIUM made this 7th day of February, 1981.

WITNESSETH THAT:

JEFFREY AMHERST MANOR, INC., a corporation duly formed in accordance with the laws of The Commonwealth of Massachusetts and having its principal place of business located at 61 Hillcrest Place, Amherst, Hampshire County, Massachusetts, 01002, herein-after called the DECLARANT, being the sole owner of the land together with the buildings thereon, located on the easterly side of West Street in Amherst, Hampshire County, Massachusetts, and being more particularly described on Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this MASTER DEED, does hereby submit said land, together with the buildings and improvements erected thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter called the PREMISES), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the PREMISES, a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end, the DECLARANT hereby declares and provides as follows:

1. The name of the condominium shall be JEFFREY AMHERST MANOR CONDOMINIUM.
2. The premises which constitute the condominium consist of the land, together with the buildings thereon, located on the easterly side of West Street in Amherst, Hampshire County, Massachusetts, and being more particularly described on Exhibit "A" attached hereto and made a part hereof and being more particularly shown on a plan of land entitled, "Plan of Land in Amherst, Massachusetts, Surveyed for Jeffrey Amherst Manor, Inc."

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dated December 10, 1980, Almer Huntley, Jr. & Assoc., Inc.,
Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton
Mass., which plan shall be recorded with the Hampshire County
Registry of Deeds simultaneously with this MASTER DEED.

3. The condominium consists of a total of eighteen (18)
units located in three (3) separate and distinct buildings, as
more particularly shown on the plan of land hereinbefore mentioned
and used as the site plan which is attached hereto and made a
part hereof as Exhibit "B". Units 1 thru 6 are located in
Building A; Units 7 thru 12 are located in Building B; and Units
13 thru 18 are located in Building C, all as shown on said plan.

Each of the buildings (Building A, B and C) is two
stories high with a partial basement. Except for Units #4, 10
and #16, which are over the basements, the first floors are
concrete slab in grade. Above the slab is wood frame platform
construction. The roof is framed with wood trusses. The exterior
walls are brick veneer half way and aluminium siding above to
the roof. The buildings are roofed with asphalt shingles. The
three basement contain water entrances, electric hot water heaters,
electric meters and a common storage room. The floors and walls
are poured concrete construction. The buildings are electrically
heated.

4. The condominium units and the designations, locations,
approximate areas, number of rooms, immediately accessible
common areas and other descriptive specifications thereof are as
set forth in Exhibit "C" attached hereto and made a part hereof.
Each of the said units are laid out as shown on said Exhibit "C"
which plans are entitled, "Jeffrey Amherst Manor Condominiums"
dated January 25 1981 by the Gillen Partnership,
26 South Prospect Street, Amherst, Massachusetts. The plans

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shown as Exhibit "C", depict a plan view of the basement floor level as the same is located within each Building A, B and C. The plans also depict a plan view of the first and second floors of each of the eighteen (18) units. A larger copy of said plan is to be recorded simultaneously herewith.

DESCRIPTION OF UNITS 1, 6, 7, 12, 13, and 18 TO BE KNOWN AS #1, #6, #7, #12, #13, and #18, JEFFREY AMHERST MANOR CONDOMINIUM, WEST STREET, AMHERST, MASSACHUSETTS 01002, RESPECTIVELY:

Unit 1, 6, 7, 12, 13, and 18, are situated on two (2) levels, ground floor level and a second floor level. The first floor consists of 433 square feet. The second floor consists of 481 square feet. There are two entrances opening onto common property on the ground floor level; one opening from the dining room and one from the living room. On the first floor of each unit there is a kitchen, dining area, and living room in addition to two closets. The second floor of each unit consists of a hallway area, bathroom, and two bedrooms with closets. The dimensions of each unit are more particularly shown on Exhibit "C" hereinbefore mentioned. There is one flight of stairs in each unit lead from the first floor to the second floor. This is an open stairway.

DESCRIPTION OF UNITS 2, 5, 8, 11, 14 and 17 TO BE KNOWN AS #2, #5, #8, #11, #14, and #17 JEFFREY AMHERST MANOR CONDOMINIUM, WEST STREET, AMHERST, MASSACHUSETTS, 01002, RESPECTIVELY:

Units 2, 5, 8, 11, 14 and 17 are situated on two levels, a ground floor level and a second floor level. The ground floor level, or first floor, consists of 453 square feet. The second floor consists of 492 square feet. There are two entrances opening onto common property on the ground floor level; one opening from the dining room and one from the living room. On

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the first floor of each unit there is a kitchen, dining area, and living room, in addition to two closets. The second floor of each unit consists of a hallway area, bathroom, and two bedrooms with closets. The dimensions of this unit are more particularly shown on Exhibit "C" hereinbefore mentioned. There is one flight of stairs in each unit leading from the first floor to the second floor. This is an open stairway.

DESCRIPTION OF UNITS 3, 4, 9, 10, 15, and 16 TO BE KNOWN AS #3, #4, #9, #10, #15 and #16 JEFFREY AMHERST MANOR CONDOMINIUM, WEST STREET, AMHERST, MASSACHUSETTS 01002, RESPECTIVELY:

Units 3, 4, 9, 10, 15 and 16 are situated on two levels, a ground floor or first floor level and a second floor level. The first floor of each unit consists of 439 square feet. The second floor consists of 534 square feet. There are two entrances opening onto common property on the ground floor level; one opening from the dining room and one from the living room. On the first floor of each unit there is a kitchen, dining area, and living room, in addition to two closets. The second floor of each unit consists of a hallway area, bathroom and two bedrooms with closets. The dimensions of each unit are more particularly shown on Exhibit "C" hereinbefore mentioned. There is one flight of stairs in each unit leading from the first floor to the second floor. This is an open stairway.

DESCRIPTION OF COMMON BASEMENT:

Buildings A, B and C which each contain six (6) condominium units, have a partial basement located beneath Unit 4 as to Building A, beneath Unit 10 as to Building B and beneath Unit 16 as to Building C. Each of these basement area contain an area of 520 square feet composed of a stairway directly to a grade access door to the exterior of the building, a mechanical room which contains six separate water heaters for each of the six (6)

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units in each building as well as six (6) separate electric meters for each of the six (6) units contained in the building, and a general storage room which can be utilized by the occupants of the six (6) units that are located in that building. This basement area is to be considered common area and shall be regulated by the trustee(s) of the JEFFREY AMHERST MANOR CONDOMINIUM TRUST in accordance with the By-Laws of said Trust and the Rules and Regulations that are adopted from time to time by the said trustee(s).

In addition to West Street, the units have immediate access to the walkways, yards and parking areas adjacent thereto as shown on the site plan attached hereto and made a part hereof as Exhibit "B". The boundaries of the units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (a) Floors: The upper surface of the subflooring.
- (b) Ceilings: The plane of the lower surface of the ceiling joists on each story.
- (c) Interior Party Walls: The plane of the interior surface of the wall studs except as to concrete foundation walls and other masonry walls in which case the boundary shall consist of the plane of the interior surface of said walls.
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs except as to concrete foundation walls in which case the boundaries shall consist of the plane of the interior surface of said walls; as to the doors, the exterior surface thereof and as to windows, the exterior surface of the glass and of the window frames.

5. The common areas and facilities of the JEFFREY AMHERST MANOR CONDOMINIUM comprise and consist of (a) the land described in Exhibit "A" together with the benefit of and subject to the

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easements, rights of way, agreements and mortgages of record,
(b) the foundations, structural columns girders, beams, joists, supports, exterior walls and roofs of the buildings, and the party walls and common walls between the units within the building, (c) the walkways, parking areas, vehicular accesses and other areas surrounding the units, (d) all conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained within any unit which serves parts of the condominium other than the unit within which facilities are contained, (e) each basement area in Building A, B and C, (f) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, bulkheads (if any), railings, steps, lighting fixtures and planters, all as shown on the exhibits attached hereto and made a part hereof.

That the proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units. Exhibit "D" attached hereto and made a part hereof sets forth the proportionate interest of each Unit in the common area and facilities.

Each Unit includes the ownership of all utility lines, heating, plumbing, electrical and other apparatus and other equipment which exclusively serve and are located within the individual Unit, but with the exception that the water heaters located in the basement area of each building shall be the exclusive property of the Unit owner whose unit is served by the water heater, and it shall be the sole responsibility of such Unit owner to maintain and repair said water heater and replace same when necessary. These water heaters are rented.

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The owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrance to and from the public streets, yards and walkways as served as common access to and from such Units (if such exists).

Except as hereinbefore otherwise provided, the owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas hereinbefore described, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any owners of a Unit to use other common areas and facilities in accordance with the intended purposes thereof.

The owners of each Unit may be granted the exclusive use of a parking space or spaces, but they shall not have the right to use any of said parking spaces until or unless specific written permission is given to them by the DECLARANT.

The Unit Owners Association hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit owner has failed to perform.

Each Unit shall be subject to the By-Laws of the Unit Owners Association and Rules and Regulations created thereby.

6. The Unit Owners Association in its sole and absolute discretion, may designate certain portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustee shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

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The use of common areas and facilities shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A, as amended.

7. Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used for residential purposes.

(B) The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

(1) The Parking Spaces may be used only for parking of private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Spaces, and their immediate families. No trucks, boats, trailers (whether capable or independent operations or attached to an automobile or other vehicle), commercial vehicles and the like, may be parked in the Parking Spaces except with the written consent of the Trustee(s) of the Condominium Trust (hereinafter defined). Only one vehicle is allowed in each Parking Space.

(2) All vehicles shall be parked within their respective Parking Spaces.

(3) A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and the rules and regulations promulgated pursuant to said Condominium Trust.

(4) In instances where vehicles using the parking areas and facilities of the Condominium or Parking Spaces do not comply with the foregoing provisions, the Trustee(s) of the Condominium Trust are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

(c) The following conditions and restrictions shall apply to the tenant, renting or leasing of Units:

(1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;

(2) No Unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes.

(3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a

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Unit shall include a provisions requiring the outside occupant to comply with all terms and conditions of this Master Deed, the Condominium Trust, and the Rules and Regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or said Rules and Regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (7) and (8) of the Master Deed;

(4) No outside occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustees of the Condominium Trust;

(5) The provisions of the within Paragraph (C) (3) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable laws.

(D) Notwithstanding the provisions contained in Paragraphs (7) and (8) hereof, the DECLARANT, or any successor to its interest in the Condominium, hereby reserve(s) the right, until all of the Units have been sold by DECLARANT or such successor, to:

(a) lease any Units or parking spaces owned by the DECLARANT;

(b) use any Units owned by the DECLARANT as models for display for purposes of selling or leasing of Units or for other lawful purposes;

(E) Use of the Building and Common Areas may also be restricted under provisions of the Condominium Trust and "Rules and Regulations" promulgated pursuant thereto and recorded herewith.

8. Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purposes not specified in Paragraph (7) above;

(B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner, or other device, and

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and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this Master Deed, (ii) the Condominium Trust and the rules and regulations promulgated there-to, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustee(s) of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustee(s), insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end 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 except such as occur during his or her Unit ownership.

9. Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and regulate the Condominium established hereby is the JEFFREY AMHERST MANOR CONDOMINIUM TRUST under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in common areas and facilities of the Condominium, to which they are entitled under this Master Deed. The name and address of the original and present trustee (The "Trustee") of the Condominium Trust is

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as follows:

Miles A. Seaver
61 Hillcrest Place
Amherst, Massachusetts 01002

The Trustee has enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. (The term "Trustee" as hereinafter used shall be deemed to include the successors in trust to the original trustee and to mean the trustee for the time being under the Condominium Trust.)

10. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75% or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustee(s) of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

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

(b) 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 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 or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(e) 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;

(f) No instrument of amendment which purports to affect any rights reserved to or granted to the DECLARANT shall be of any force or effect before the DECLARANT has conveyed title to all Units unless the DECLARANT executes the instrument of amendment; and

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(g) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustee(s) of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustee(s) and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustee(s) may designate any one such owner for such purposes.

11. Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.:

(A) All present future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the Land as set forth herein and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this Master Deed, (2) the Unit Deed, if any, conveying said Unit, (3) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the land 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 this Master Deed, such Unit Deed, the Condominium

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Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by Court action for injunctive relief and/or damages.

12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustee(s) of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in all such buildings.

13. Encroachments. If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceedings, a valid easement shall

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exist for such encroachment and for the maintenance of the same
so long as such building shall stand.

14. DECLARANT and the Unit Owners hereby agree as follows:

(A) That any bona fide 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;

(B) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustee(s) of Condominium Trust shall be entitled to:

(i) by act or omission, seek or 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;

(ii) change the pro rate interest or obligation of any individual Unit for the purpose of: (a) levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rate share of ownership of each Unit in the common elements;

(iii) partition or subdivide any Unit;

(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 and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium.

(C) That all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the

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Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(D) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of 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 of the Condominium;

(E) That a bona fide first mortgage lender, upon request to the Trustee(s) of Condominium Trust, will be entitled to:

(i) Written notification from the Trustee(s) of the Condominium Trust 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 Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust during normal business hours.;

(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) Written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) Prompt written notification from the Trustee(s) of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(F) That no agreement for professional management of the Condominium or any other contract with DECLARANT may exceed a term of five (5) years, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

The DECLARANT intends that the provisions of this paragraph comply with the requirements of the Federal Home Loan

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Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

15. Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provisions of this Master Deed conflicts with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

(C) In the event of any conflict between the preceding Paragraph 15 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 15 shall control.

16. Waiver. No provisions 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.

17. 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 provisions hereof.

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18. Assignment of Rights of DECLARANT. DECLARANT, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by DECLARANT.

19. Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless context otherwise requires.

IN WITNESS WHEREOF the said JEFFREY AMHERST MANOR, INC has caused its corporate seal to be hereto affixed in these presents to be executed in its name and behalf by ARTHUR W. SEAUER, President and ALFRED G. MARTINBEAULT, Treasurer, on the day and date first above written.

JEFFREY AMHERST MANOR, INC.

By: Arthur W. Seaver
Arthur W. Seaver, President

By: Alfred G. Martinbeault
Alfred G. Martinbeault, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

February 7, 1981

Then personally appeared the above named ARTHUR W. SEAUER and acknowledged the foregoing instrument to be the free act and deed of JEFFREY AMHERST MANOR, INC., before me,

Stephen B. Monseim
Stephen B. Monseim
Notary Public

My Commission Expires: 9/21/84

MONSEIM, MONSEIM
& MAC CONNELL, P.C.
ATTORNEYS AT LAW
68 SOUTH PLEASANT ST.
AMHERST, MASS. 01005
TEL. (413) 259-6701

EXHIBIT "A"

2210 - 111

The land in Amherst, Hampshire County, Massachusetts located on the easterly side of West Street, bounded and described as follows:

Beginning at an iron pin located on the easterly side of said West Street which point marks the northwesterly corner of the premises herein described and the southwesterly corner of land now or formerly of Glen Gorden as shown on the plan of land hereinafter mentioned; thence S. 68° 43' 25" E. along land now or formerly of said Gordon 324.27 feet to an iron pin marking the northeasterly corner of the premises herein described as shown on said plan; thence S. 19° 36' 05" W. along land now or formerly of the Inhabitants of the Town of Amherst (Crocker Farm School) 263.68 feet to a concrete bound marking the southeasterly corner of the premises herein described as shown on said plan; thence N. 71° 37' 38" W. along said land of the Inhabitants of the Town of Amherst 355.20 feet to a point located on the easterly side of said West Street which point marks the southwesterly corner of the premises herein described as shown on said plan; thence N. 25° 53' 55" E. along the easterly side of said West Street 282.48 feet to an iron pin marking the place of beginning, as shown on said plan. Containing 2.123 acres, more or less.

Being more particularly shown on a plan of land entitled "Plan of Land In Amherst, Massachusetts Surveyed for Jeffrey Amherst Manor, Inc." dated December 10, 1980, Almer Huntley, Jr. & Associates, Inc., Surveyors, Engineers, Planners, 125 Pleasant Street, Northampton, Mass. which plan shall be recorded with the Hampshire County Registry of Deeds simultaneously with this Master Deed.

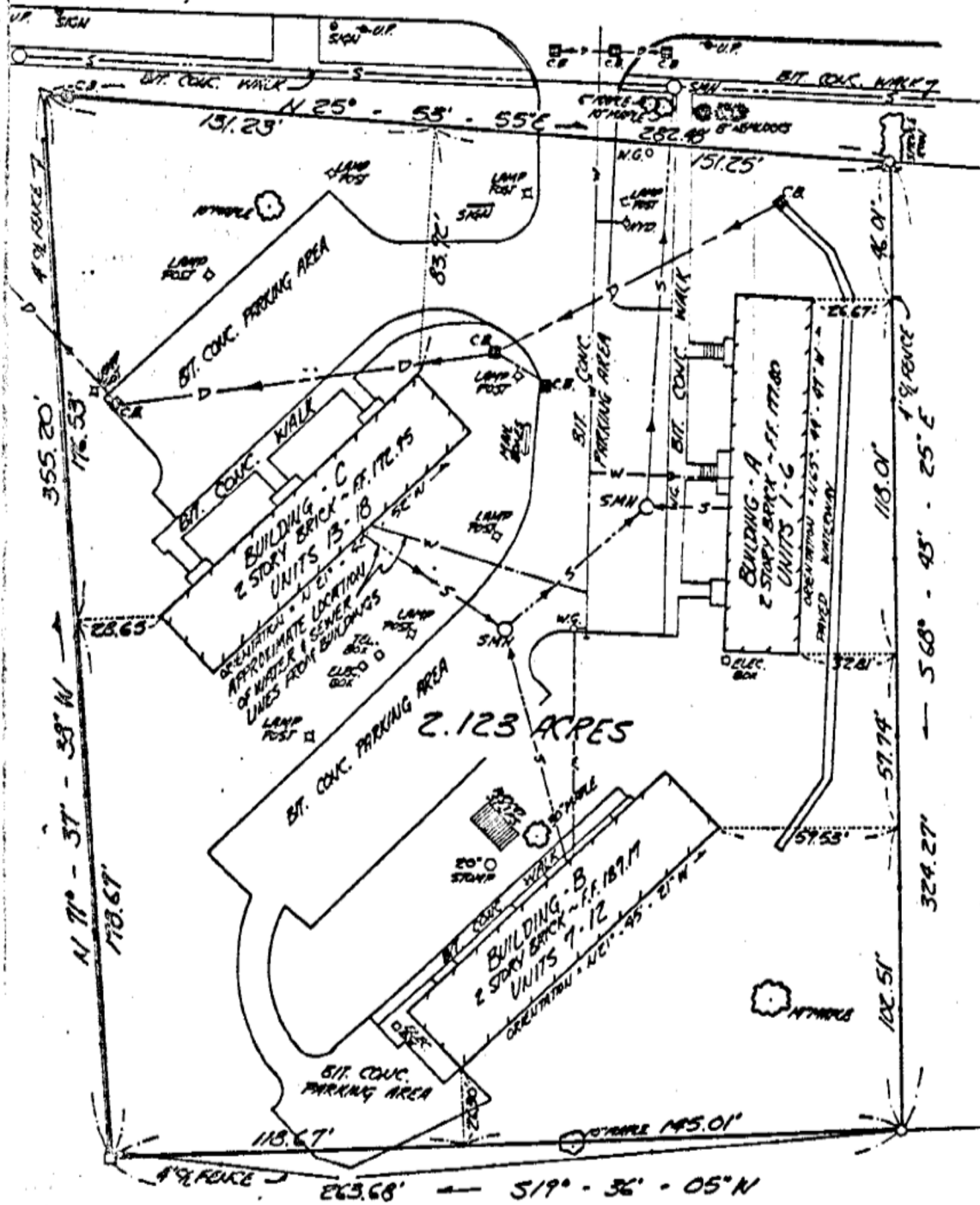
For title see deed of Miles A. Seaver and Arthur W. Seaver to Jeffrey Amherst Manor, Inc. dated July 11, 1972, and recorded with the Hampshire County Registry of Deeds in Book 1646, Page 18.

SUBJECT TO an easement granted to Western Massachusetts Electric Company and New England Telephone and Telegraph Company by instrument dated September 22, 1972, and recorded with the Hampshire County Registry of Deeds in Book 1665, Page 266.

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66 SOUTH PLEASANT ST.
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TEL. (415) 268-0791

2210-112

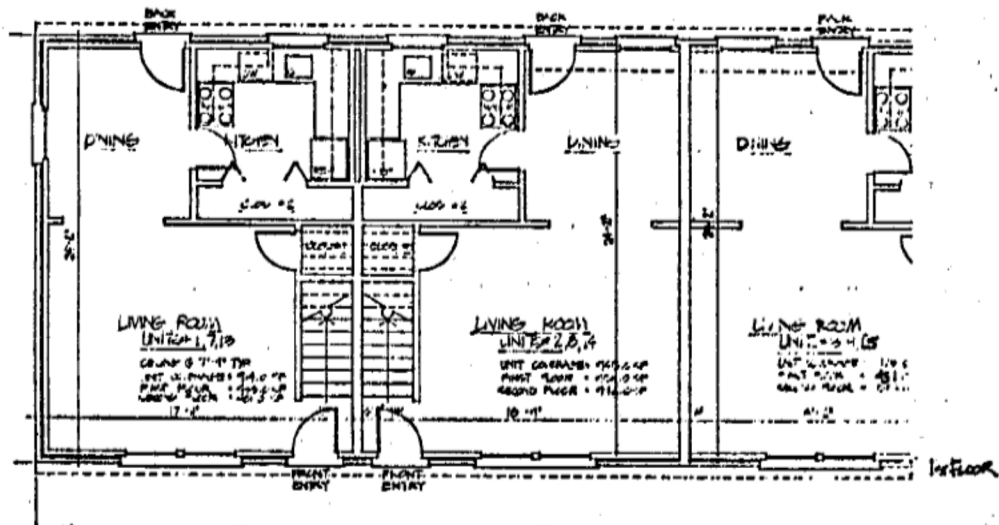
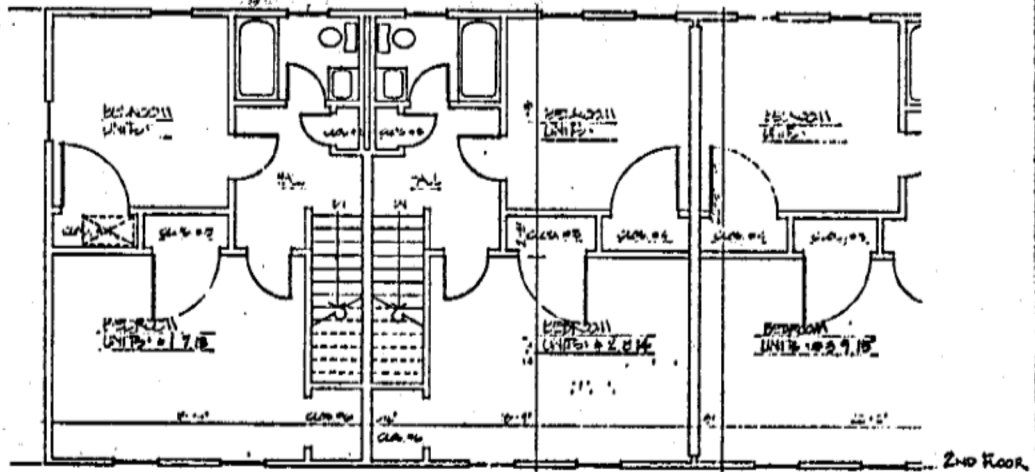
WEST STREET ~ ROUTE #116



INHABITANTS OF THE
TOWN OF AMHERST
"CROCKER FARM SCHOOL"

EXH. 'B'

2210-113



I HEREBY CERTIFY THAT THE PLANS FULLY AND ACCURATELY
 SHOW THE LAYOUT OF THE UNIT HEREBY CONVEYED,
 ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, AND EN-
 TRANCE AND ADJACENT COMMON AREAS TO WHICH IT
 HAS ACCESS, AS SHOWN.



SIGNED: *William V. Gille*
 ES SURVEYOR

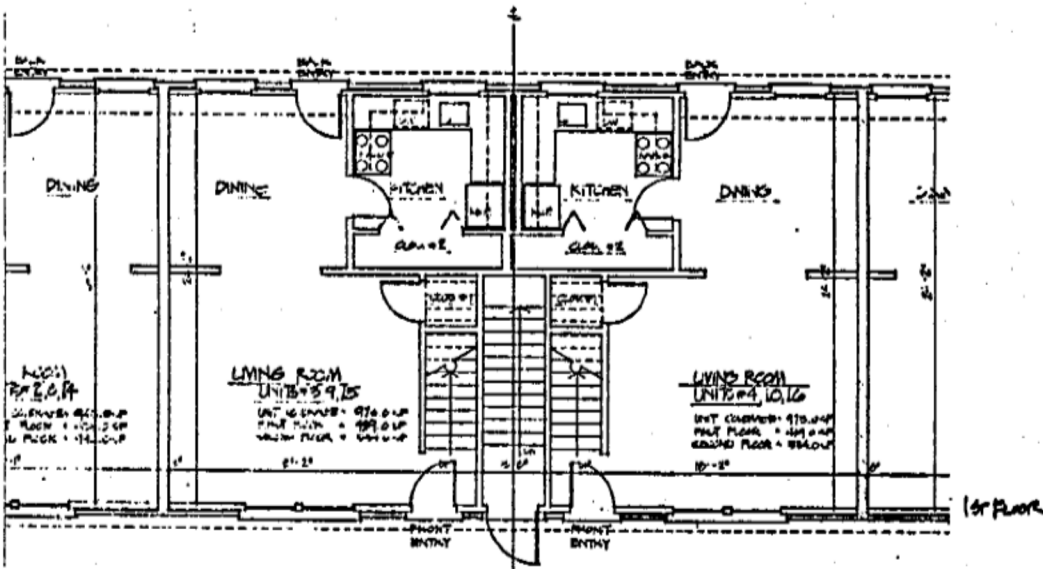
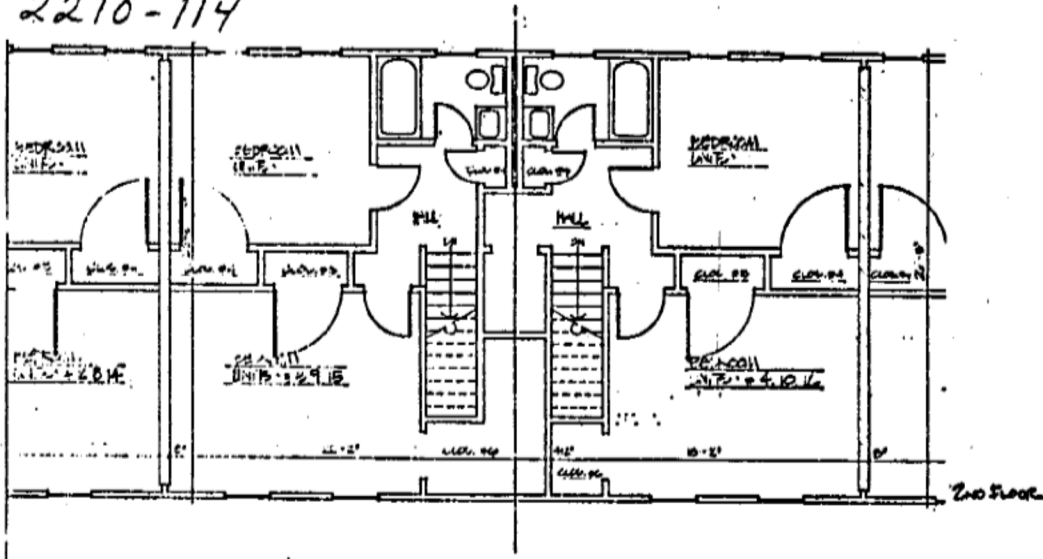
8 feet

Jeffery Amherst Manor
 Condominiums

Units 1,7,13 2,8,14

EXH "C-1"

2210-114



I HEREBY CERTIFY THAT THE PLANS FILED AND ALLEGEDLY
BEING THE LAYOUT OF THE UNIT HEREBY CONVEYED,
THE LOCATION, DIMENSIONS, APPROXIMATE AREA, AND
ENTRANCE AND ADJACENT COMMON AREAS TO WHICH IT
HAS ACCESS, AS SHOWN.

8 feet



WITNESSED BY ME, the Clerk of the Registry, on this 1st day of January, 1980.

Jeffery Amherst Manor
Condominiums

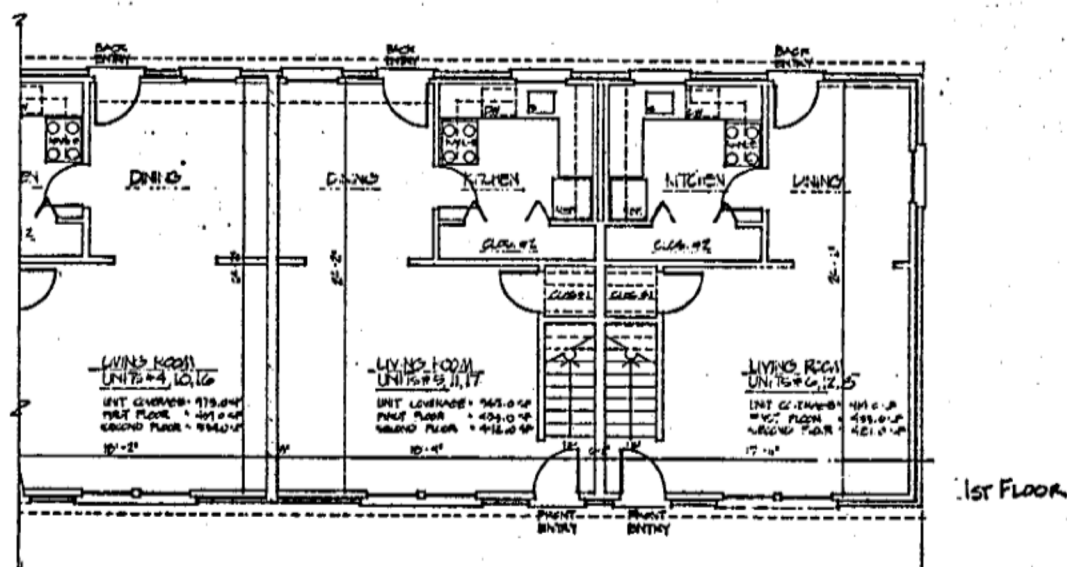
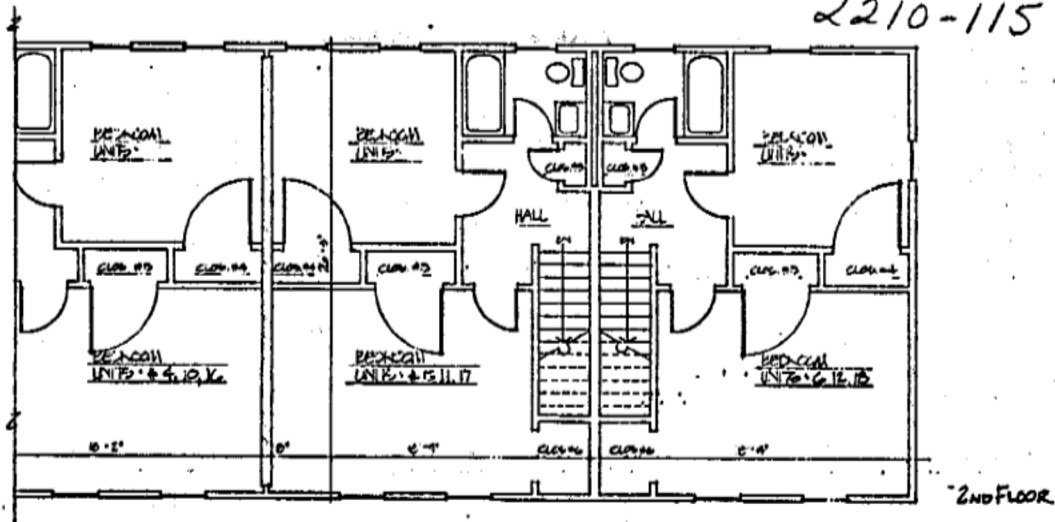
Units

3,9,15

4,10,16

EXH. "C-2"

2210-115



I HEREBY CERTIFY THAT THE PLANS SHOWN AND ACCURATELY
 PRESENT THE LAYOUT OF THE UNIT HEREBY CONVEYED,
 ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, AND EN-
 TRANCE AND ALIENATED COMMON AREAS TO WHICH IT
 HAS ACCESS, AS BUILT.

8 feet



WITNESSED BY: *William V. Gilliam*
 ES. J. J. J. J.

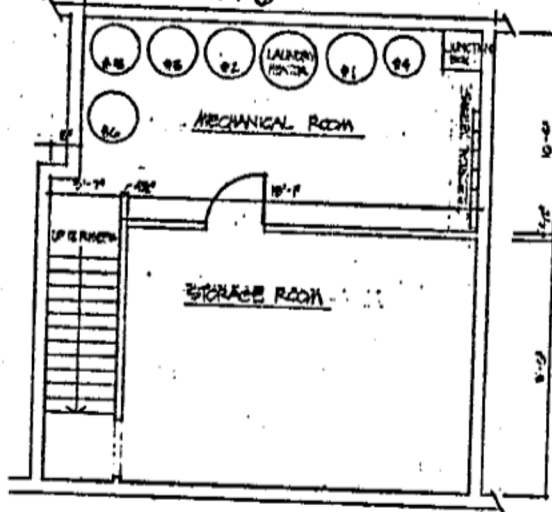
Jeffery Amherst Manor
 Condominiums

Units 5, 11, 17

6, 12, 18

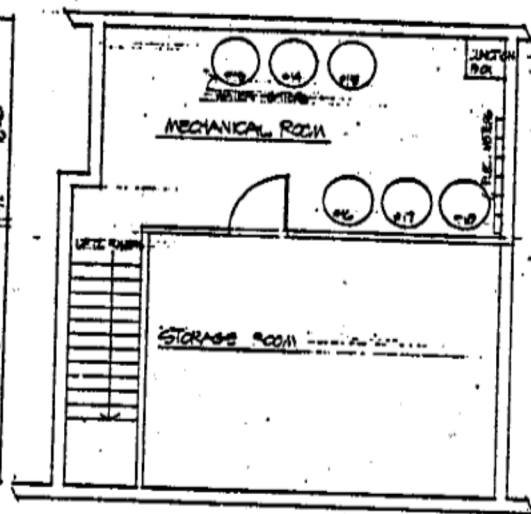
EXH. "C-3"

2210-116



BASMENT PLAN #1 (BLOCK #1)

ALL DIMENSIONS ARE TYPICAL
 BASEMENT COVERED - 850.0 SF
 MECH. ROOM - 275.0 SF
 STOR. ROOM - 245.0 SF

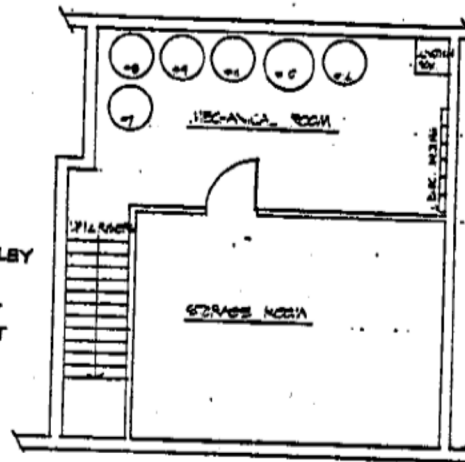


BASMENT PLAN #2 (BLOCK #2)

SCALE - 1/4" = 1'-0"

I HEREBY CERTIFY THAT THE PLANS FULLY AND ACCURATELY
 DEPICT THE LAYOUT OF THE UNIT HEREBY CONVEYED,
 ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN EN-
 TRANCE AND IMMEDIATE COMMON AREAS TO WHICH IT
 HAS ACCESS, AS BUILT.

SIGNED: 2/5 JANUARY 81 William V. Gillen



BASMENT PLAN #3 (BLOCK #3)



8 feet

Jeffery Amherst Manor
 Condominiums

Basement Common Space

EXH "C-4"

EXHIBIT "D"

2210-117

UNIT NUMBERS, POST OFFICE ADDRESS AND
PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES

Unit Nos.	Post Office Address	Percentage Interest in Common Area and Facilities
Unit #1	1 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #2	2 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #3	3 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #4	4 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #5	5 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #6	6 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #7	7 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #8	8 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #9	9 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #10	10 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #11	11 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #12	12 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #13	13 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #14	14 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #15	15 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #16	16 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #17	17 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%
Unit #18	18 Jeffrey Amherst Manor Condominium West St., Amherst, Ma. 01002	5.55%

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& MAC CONNELL, P.C.
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Feb. 17, 1981 at 2 o'clock & 19 Mins. P.M. Rec'd, Ent'd & Exam'd.