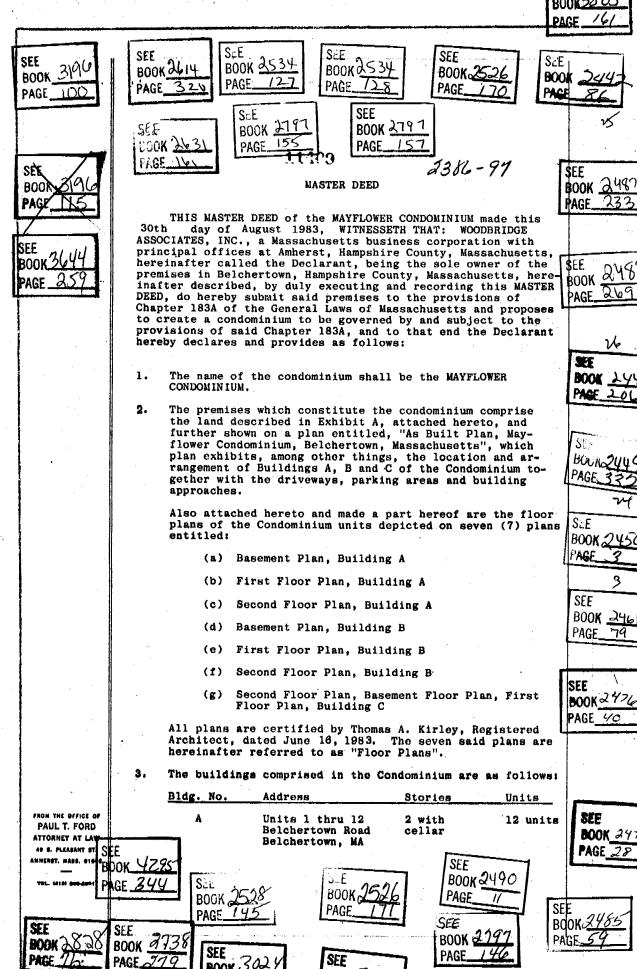
SEE BOOK ScE DOOK SEE BOOK 2 PAGE. BOOK 248 PAGE 269 PAGE. W Œ BOOK BUNI SEE BOOK & 3 SEE BOOK 246 PAGE. SEE BOOK 2 476 PAGE 40 SEE 12 units BOOK 2476 PAGE 28 SEI вфок*248* PAGE



BOOK-

Bldg. No	Address	Stories	Units	
В	Units 14 thru 25 Belchertown Road Belchertown, MA	2 with Cellar	12 units	
C	Unit 26 Belchertown Road Belchertown, MA	2 with Cellar	1 unit	

All of the said buildings are wood frame construction resting upon concrete foundations. Each building has a peaked roof with asphalt shingles. Buildings A and B each contain 12 townhouse type units. Building C is a single family free-standing unit having been constructed separately and prior to Buildings A and B.

Eight septic tanks and leach fields are constructed upon the premises. Four such septic tanks and leach fileds are constructed between Building A and the northerly sideline of the premises described in Exhibit A attached hereto. The first, or westerly most, septic tank and leach field serves Units 1 thru 4; the second most westerly of said septic tanks and leach fields serves Units 5 thru 8; the third most westerly septic tank and leach field serves as a disposal system for laundry waste water and the fourth most westerly of said septic tanks and leach field serves Units 9 thru 12. There are three such septic tanks and leach fields between Building B and the aforesaid northerly sideline, the westerly most of which serves Units 14 thru 17; the center septic tank and leach field behind Building B serves Units 18 thru 21; and the easterly most septic tank and leach field behind Building B serves Units 22 thru 25. There is a septic tank and leach field located behind Building C easterly of the building and serves Unit 26 only.

- 4. The Condominium Units and the designations, location, approximate areas, number of rooms, immediately accessible Common Areas and other descriptive specifications thereof are as set forth in Exhibit B entitled, "Mayflower Condominium Descriptive Specifications" also attached to this Master Deed, and the said "Floor Plans". Each of said units is laid out as shown on said "Floor Plans". There are three basic categories of unit design, each of the units in each category being laid out and designed exactly the same as each of the other units in the same category For purposes of this MASTER DEED, the categories of design are designated as follows:
 - A. TWO BEDROOM, RIGHT ENTRY DESIGN
 - B. TWO BEDROOM, LEFT ENTRY DESIGN
 - C. FOUR BEDROOM, FREE STANDING DESIGN

FROM THE OFFICE OF PAUL T. FORD ATTORNEY AT LAW 49 S. PLEASANT ST. AMMERST. MASS. 01008

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The said Units consist of the following:

A. TWO BEDROOM, RIGHT ENTRY DESIGN

The Two Bedroom, Right Entry Design is shown on said Floor Plans as Units 1, 3, 5, 7, 9 and 11 in Building A and Units 14, 16, 18, 20, 22 and 24 in Building B and consists of a living room, kitchen-dining area on the first floor and two bedrooms, a bathroom and a hallway on the second floor. There is a closet in the kitchen-dining area, and a closet in each of the bedrooms, and a small linen closet in the upstairs hallway. There is a stairwell leading from the first floor to the second floor. There is appurtenant to each such unit the exclusive right and easement to use that area of the cellar immediately beneath the living room of the unit and accessible to the said unit by a stairway leading from the first floor to the cellar. Said basement area is shown upon the aforesaid "Floor Plans". Each such area is 16'0" in width and 13'4" in depth. The boundaries of each such area are presently delineated in part by wire mesh and in part by the foundation walls. However, in Building B the northerly wall of Unit 24 to a major extent, is formed by an interior frame and sheetrock wall.

B. TWO BEDROOM, LEFT ENTRY DESIGN

The Two Bedroom, Left Entry Design is shown on said Floor Plans as Units 2, 4, 6, 8, 10 and 12 in Building A and Units 15, 17, 19, 21, 23 and 25 in Building B and consists of a living room, kitchen-dining area on the first floor and two bedrooms, a bathroom and a hallway on the second There is a closet in the kitchen-dining area, a closet in each bedroom and a small linen closet in the upstairs hallway. There is a stairwell leading from the first floor to the second floor. There is appurtenant to each such unit the exclusive right and easement to use that area of the cellar immediately beneath the living room of the unit and accessible to the said unit by a stairway leading from the first floor to the cellar. Said basement area is shown upon the aforesaid "Floor Plans". Each such area is 16'0" in width and 13'4" in depth. The boundaries of each such area are presently delineated in part by wire mesh and in part by the foundation walls. However, in Building B the northerly wall of Unit 25 is entirely formed by an interior frame and sheetrock wall.

C. FOUR BEDROOM, FREE STANDING DESIGN

The Four Bedroom, Free Standing Design is shown on said Floor Plans as Unit 26 and consists of a living room, a kitchen-dining area, two bedrooms, a bathroom, and a sunroom on the first floor; two bedrooms, a hallway, and a storage area on the second floor. The basement contains two rooms. There is one closet in each of the bedrooms on the first floor and a closet opening into the second

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floor hallway. There is attached to, as part of this unit, a two car garage. There is a paved driveway and parking area leading from Federal Street (Mass. RT 9) to the south and west sides of the garage. Appurtenant to this unit shall be the exclusive right to use and occupy the lot or parcel of land upon which said unit is situated bounded and described as follows:

Beginning at an iron pin set in the southerly most southwest corner of the premises described in said Exhibit A, hereto attached; thence running N. 32° 12' 25" W. along said Federal Street (Mass. RT 9) a distance of one hundred forty-nine and twenty-three hundredths (149.23) feet to a concrete bound; thence running northwesterly, counterclockwise along the arc of a curve having a radius of six hundred twentynine and eighty-seven hundredths (629.87) feet, a distance of twenty-seven and ninetytwo hundredths (27.92) feet to a point; thence running N. 73° 48' 20" E., a distance of one hundred seven (107) to a point; thence running S. 32° 12' 25" E. one hundred ninety-four and eleven hundredths (194.11) feet to a point at land now or formerly of Rosalia and Mitchell Dzwonkowski; thence running S. 81° 07' 20" W. a distance of one hundred nineteen and sixtyone hundredths (119.61) feet to the iron pin marking the point of beginning, containing 20,344 square feet and being a portion of the premises described in said Exhibit A, hereto attached, and shown on said Floors Plans.

The boundaries of the units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- A. Floors: The upper surface plane of the subflooring and said plane shall be projected across that portion of the unit over the first floor stairwell.
- B. Ceilings: The plane of the lower surface of the ceiling joists on each story.

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- C. Interior Party Walls: The interior plane of the studs.
- D. Exterior Building Walls, Doors and Windows: As to the walls the plane of the interior surface of the wall stud, as to the doors the exterior surface thereof; and as to windows the exterior surfaces of the glass and of the window frames.

The Trustees of MAYFLOWER CONDOMINIUM TRUST shall have the right to create utility easements under, through or over the Common Areas and Facilities which are reasonably necessary to the ongoing operation of the Condominium.

In the event any portion of the Common Areas and Facilities encroach upon any unit or any unit encroaches upon the Common Areas and Facilities or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

5. The Common Areas and Facilities of the Condominium comprise and consist of (a) said land described in Exhibit A together with the benefit of and subject to the aforesaid rights, easements and agreements, (b) the foundations, the structural columns, girders, beams, joists, supports, and exterior walls, roofs and entrances of the buildings, and the party walls and common walls between and within the buildings; (c) all conduits, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any unit which serve parts of the Condominium other than the unit within which such facilities are contained, (d) the yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters; (e) the open parking areas, as shown on said Floor Plans.

The owners of each unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in said Exhibit B for such unit.

Said Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Mayflower Condominium Trust, hereinbefore referred to, and to the Rules and Regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular unit owners, and payments required therefor. Additional outdoor parking spaces may be made available and assigned to occupants of units by the Trustees of said Mayflower Condominium Trust in accordance with said By-Laws and the Rules and Regulations and upon payments required thereby.

- 6. The said Floor Plans and Site Plan, together showing the layout, location, unit designations and dimensions of units and bearing the verified statement of a registered architect or the registered land surveyor that said plans fully and accurately depict the same are recorded herewith and copies attached hereto.
- 7. The purposes for which the buildings and the condominium units and other facilities therein are intended to be used are as follows:

FROM THE OFFICE OF PAUL T. FORD ATTORNEY AT LAW 49 S. PLEASANT ST. AMMERST. MASS. 01002

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- A. Each of the 25 units contained within the MAYFLOWER CONDOMINIUM is intended to be used solely for single family residence purposes, subject to the restrictions set forth in Paragraph 8 hereof, provided, however that such units may be used by the Declarant for other purposes temporarily pursuant to the provisions of and subject to the limits set forth in the following Paragraph 7C.
- B. The open parking areas are common facilities and shall be subject as aforesaid to the provisions of said By-Laws of the Mayflower Condominium Trust and to the Rules and Regulations promulgated pursuant thereto.
- C. As provided in the foregoing Paragraph 7A, and notwithstanding the provisions of Paragraph 8 hereof, the Declarant may, until all of said units have been sold by it, (a) let or lease units which have not been sold by it and (b) use any units owned by it as models for display for purposes of sale or leasing of units.
- Said residential units shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees of the Mayflower Condominium Trust, pursuant to provisions of the By-Laws thereof, hereinbefore referred to, (a) no such Two Bedroom Unit shall be used for any purpose other than as a dwelling for not more than two unrelated adults, or for not more than two adults and two children related by blood or marriage. In a Four Bedroom Unit occupants may not exceed four unrelated adults, or for two adults and six children related by blood or marriage; (b) no business activities of any nature shall be conducted in any such unit; (c) no unit shall be rented, leased or licensed for use or occupancy by persons other than the unit owner for a period of less than six months unless the owner thereof shall have first obtained from the Trustees of the Mayflower Condominium Trust their assent in writing thereto All leases and other contracts for the occupancy of a unit shall be in writing and signed by the parties thereto; (d) no animal other than one dog, one cat, or other small household pet may be kept in or about the unit, subject to the Rules and Regulations of the said Mayflower Condominium Trust. In any given case, the Trustees of the said Mayflower Condominium Trust may declare any such dog, cat or other pet animal to be a nuisance and may be notice to the occupant of the unit in which the animal is kept, order the immediate removal thereof from the premises; (e) the architectural integrity of the buildings and the units shall be preserved without modification, and to that end, without limiting the generality, no balcony enclosure, awning, screen, anten-na, 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 any such unit or any part thereof, no addition to or change or replacement of an exterior light, door knocker or other exterior hardware shall be made and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window; and (f) all use and maintenance of such unit shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the said Rules and Regulations with respect thereto from time to time promulgated by said Trustees.

FROM THE OFFICE OF PAUL T. FORD ATTORNEY AT LAW 40 S. PLEASANT ST. AMMERST, MASS. 61002

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Said Restrictions shall be for the benefit of the owners of all of the condominium units and the Trustees of said Mayflower Condominium Trust as the persons in charge of the Common Areas and Facilities and are enforceable by said Trustees, or their duly authorized agent, or by any aggrieved unit owner, and shall,

insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. 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. Further, any aggrieved unit owner shall have a right of action against the said Trustees for the failure of said Trustees to observe and enforce any provision of this Master Deed, the Declaration of Trust and any Rule or Regulation promulgated thereunder.

- 9. This MASTER DEED may be amended by an instrument in writing (a) signed by the owners of the units entitled to seventy-five (75) per cent or more of the undivided interest in the Common Areas and Facilities, and (b) signed and acknowledged by a majority of the Trustees of the Mayflower Condominium Trust, and (c) duly recorded with the Hampshire County Registry of Deeds; PROVIDED, HOWEVER, that:
 - A. The date on which any such instrument is first signed by a unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date.
 - 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 the owners of all of the units and said instrument is therein designated as an Amended Master Deed.
 - D. No instrument of amendment affecting any unit in a manner which impairs the security of a first mortgage or record thereon held by a bank or insurance company shall be of any force or effect unless the same has been assented to by such holder; and
 - 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 said Chapter 183A of the General Laws of Massachusetts shall be of force or effect.
- 10. The Trust, through which the unit owners will manage and regulate the Condominium established hereby is the MAYFLOWER CONDOMINIUM TRUST, under Declaration of Trust dated this date, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees thereof are as follows:

PROM THE OFFICE OF PAUL T. FORD ATTORNEY AT LAW 49 S. PLEASANT ST. AMMERST. MASS. 9100E

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Richard O. Johnson 613 S. Pleasant Street Amherst, MA 01002

Jerald H. Gates River Road So. Deerfield, MA 01373

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of said Chapter 183A of the General Laws of Massachusetts, to which By-Laws this MASTER DEED is hereby expressly made subject.

11. The units and Common Areas and Facilities, and the unit owners and trustees of said Mayflower Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this MASTER DEED or in said Declaration of Trust of the Mayflower Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby, including without limitation, provisions thereof with respect to improvement and rebuilding of Common Areas and Facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

12. All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

WITNESS the execution hereof under seal the day and year first above written.

WOODBRIDGE ASSOCIATES, INC.

Jerald H. Gates, President & Treasure

Richard O. Johnson, Clerk

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

August 30, 1983

Then personally appeared the above named JERALD H. GATES and RICHARD O. JOHNSON and acknowledged the foregoing instrument to be the free act and deed of Woodbridge Associates, Inc., before me,

PROM THE OFFICE OF PAUL T. FORD ATTORNEY AT LAW 48 S. PLEASANT ST. AMMERST, MASS. 01002

My Commission Expires July 13, 1990 aul T. Ford, Notary Public

TEL. (418) 245-8601

EXHIBIT A

The real estate lying on the Northeasterly side of U.S. Route #9, known as the Amherst-Belchertown Road, in Belchertown, Hampshire County, Massachusetts, and more particularly bounded and described as follows:

Beginning at an iron pipe set in the northeasterly line of said Road, said iron pipe being S. 44° 08' 30" E. a distance of four hundred sixty-six and seventy-one hundredths (466.71) feet from a three (3) inch square concrete bound set in said northeasterly line which marks the town line between the towns of Pelham and Belchertown, and the southwest corner of land of Ralph A. Trachy, said point of beginning being also at the southwest corner of land now or formerly of the Edwin Rhodes heirs; thence N. 61° 42' E. along land of said heirs a distance of eighty-five and fifty-three hundredths (85.53) feet to an iron pipe; thence N. 17° 44' 40" W. along land of said heirs a distance of one hundred seventy-seven and seven hundredths (177.07) feet to an iron pipe set against the north face of an apple tree at land now or formerly of Alex M. Smith; thence N. 81° 18' 30" E. along land of said Smith a distance of five hundred and fifty-eight hundredths (500.58) feet to a twenty-four (24) inch maple stump; thence N. 81° 50" E. along land now or formerly of Ralph A. Trachy and along an old rail and wire fence a distance of five hundred twentythree and fifty-two hundredths (523.52) feet to a point at the northwest corner of land now or formerly of Sarah C. Jones; thence S. 11° 21' 10" E. along land of said Jones a distance of seven and seventeen hundredths (7.17) feet to an iron pipe in stones marking this line; thence in the same course and along land of said Jones a distance of two hundred thirty-one and two hundredths (231.02) feet to an iron pipe at land now or formerly of Mitchell R. Dzwonkowski et al; thence S. 70° 28' 40" W. along said land of Mitchell R. Dzwonkowski et al a distance of one thousand thirty-two and ninety-eight hundredths (1032.98) feet to an iron bar set in the northeasterly line of said Road; thence northwesterly on a curve to the west of radius of six hundred twenty-nine and ninety-eight hundredths (629.98) feet an arc distance of two hundred forty-six and two hundredths (246.02) feet to the point of beginning, said last described course having a measured chord of N. 26° 07' 50" W. a distance of two hundred forty-four and forty-seven hundredths (244.47) feet. taining eight and three hundredths (8.03) acres, more or less.

EXCEPTED from the above described tract of land that parcel taken by the Commonwealth of Massachusetts as recorded in Hampshire County Registry of Deeds, Book 1347, Page 69.

Being all the same premises described in deed of Richard O. Johnson and Jerald H. Gates to Woodbridge Associates, Inc., dated December 30, 1982, recorded in said Registry of Deeds, Book 2321, Page 58.

PROM THE OFFICE OF PAUL, T. FORD ATTORNEY AT LAW 49 S. PLEASANT ST. AMHERST, MASS. 01002

TEL- (618) 200-200

EXHIBIT B

MAYFLOWER CONDOMINIUM DESCRIPTIVE SPECIFICATIONS

Bldg.	Bldg. Description		Unit Description and Features No. of Rooms*				Undivided	
Bldg. No.	Stories	Units	Unit No.	lst Floor	2nd Floor	Approx. Sq. Ft.	Unit Type	Interest Unit Percent
A	2 with cellar	12	1	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
			2	2	3	6901	2 Bedroom Lf	3.9604%
			3	2	3	690}	2 Bedroom Rt	3.9604%
			4	2	3	690a	2 Bedroom Lf	
			- 5	2	3	6901	2 Bedroom Rt	3.9604%
			6	2	3	690½	2 Bedroom Lf	3.9604%
			7	2	3	6901	2 Bedroom Rt	3.9604%
	•		8	2	3	690}	2 Bedroom Lf	3.9604%
			9	2	3	690½	2 Bedroom Rt	3.9604%
			10	2	3	690⅓	2 Bedroom Lf	3.9604%
			11	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
		I	12	2	3	690½	2 Bedroom Lf	3.9604%
	2 with	12	14	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
	cellar		15	2	3	690 <u>1</u>	2 Bedroom Lf	3.9604%
			16	2	3	690}	2 Bedroom Rt	3.9604%
		ļ	17	2	3	690 <u>1</u>	2 Bedroom Lf	3.9604%
			18	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
		į	19	2	3	690½	2 Bedroom Lf	3.9604%
			20	2	-3	690 <u>1</u>	2 Bedroom Rt	3.9604%
		-	21	2	3	690}	2 Bedroom Lf	3.9604%
		Ì	22	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
			23	2	3	690½	2 Bedroom Lf	3.9604%
			24	2	3	690 <u>1</u>	2 Bedroom Rt	3.9604%
		ļ	25	2	3	690 <u>1</u>	2 Bedroom Lf	3.9604%
	2 with	T	26	6	2	2745.37	4 Bedroom	4.9505%
	cellar						- Loc oundin	

*Includes bathroom and storage room
**Includes garage

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