### 007164

# AMENDMENT TO THE MASTER DEED OF 221 - 227 MAIN STREET CONDOMINIUM

I, Michael G. Sissman, as Sole Trustee of the 221 - 227 Main Street Condominium Trust, and individually as owner of Units A, 1, 5 & 6, Harriet Rogers as owner of Units B & 2, Bibi B. Stein and Robert A. Stein as co-owners of Unit 3 and Barbara Weene as Owner of Unit 4, pursuant to paragraph 12 of the Master Deed of the 221 - 227 Main Street Condominium, hereby amend said Master Deed which was recorded in the Hampshire County Registry of Deeds, at Book 3135, Page 220 and previously amended by Document No. 4225 recorded on March 14, 1988 in said Registry.

Paragraph (24) is added and reads as follows:

#### (24) Heating System

At the time of the creation of the Condominium pursuant to Chapter 183A, the entire building is served by one central heating system. It is intended that all the condominium units be served by said central heating system. The costs of operating said central heating system, exclusive of maintenance expenses, shall be borne as follows: Units 1 & 2 are responsible for eighteen (18%) percent each; Units 3, 4, 5 & 6 are responsible for sixteen (16%) percent each; and Units A & B are responsible for zero (0%) percent each. The maintenance expenses are to be borne according to each Unit's Overall Beneficial Interest (as stated in Exhibit 3A hereto). The Trustees shall be responsible for collecting each Unit's share of the costs of operating and maintaining said central heating system.

Each Unit Owner shall have the right to remove their Unit from the central heating system at their sole cost and expense. Regardless of any such removal, each Unit Owner will still be responsible for their share of the costs of operating and maintaining said central heating system as set forth above.

Paragraph (6)(E) is amended to read as follows:

(E) Roof Rights: The Owners of Units 5 and 6 shall have the right in accordance with paragraph (16) hereof to construct an internal stairway connecting said Units with the roof space immediately above each Unit; any such stairway shall be the sole expense of the Unit Owner. The Owners of Units 5 and 6 shall have the right in accordance with Paragraph (16) hereof to construct structures on the roof, including the right to construct an additional story on the building. Any structures built by the Owners of Units 5 and 6 on the roof shall be done so in accordance with paragraph (16) hereof; and be the sole expenses of the Unit Owner.

The maintenance of the roof shall remain a common expense of all Unit Owners, provided however that any additional maintenance expense related to internal stairway or structure constructed on the roof shall remain the

sole expense of the Unit involved.

## 900K3164 MCE ()222

signed this 78th day of 1	April, 1988.
Mighael G, Sissman, as	Michael G. Sissman, individually as
Harriet lowers	Owner of Units A, 1, 5 & 6
Harriet Rogers, ∉s Owner of Units B & 2	Bibi B. Stein as Co-owner of Unit 3
	Robert A. Stein, as Co-Owner of Unit 3
	Barbara Weene, as Owner of Unit 4
Commonwealth of Massachusetts	

Hampshire, ss.

April 28 , 1988

Then personally appeared the above-named Michael G. Sissman, individually and as Sole Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me,

Christopher Notary Public

My commission expires: August 6, 1993

Commonwealth of Massachusetts

Hampshire, ss.

April 27 , 1988

Then personally appeared the above-named Harriet Rogers and acknowledged the foregoing instrument to be her free act and deed, before

Christopler C. Johnson
Notary Public
My commission expires: August 6, 1993

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Hampshi	Ire, ss.
	April 28, 19
The Stein a deed, b	en personally appeared the above-named Bibi B. Stein and Robert A.  and acknowledged the foregoing instrument to be their free act and  Christopher C. Johnson
	My commission
	My commission expires: August 6, 1993
	Commonwealth of Massachusetts
Hampshir	FA. 88
	April 20
Then acknowle me,	edged the foregoing instrument to be her free act and deed, before  Chry top her C. Johnson
	My commission expires. A
· .	My commission expires: August 6, 1993
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	Attest