

MASTER DEED

SALEM PLACE CONDOMINIUM

This MASTER DEED of SALEM PLACE CONDOMINIUM, made this 16th day of June 1989, WITNESSETH THAT: Jerald H. Gates of River Road, South Deerfield, Massachusetts, and Richard O. Johnson of 613 South Pleasant Street, Amherst, Massachusetts, hereinafter called the Declarants, being the owners of the premises in Amherst, Hampshire County, Massachusetts, hereinafter described, by duly executing and recording this MASTER DEED, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end the Declarants hereby declare and provide as follows:

1. The name of the condominium shall be SALEM PLACE CONDOMINIUM.
2. The premises which constitute the condominium comprise the land described in Exhibit A, annexed hereto, and further shown on a plan entitled, "Salem Place Condominium As-Built Site Plan", Harold L. Eaton and Associates, Inc. dated June 9, 1989, and annexed hereto as part of Exhibit C.
3. The Condominium consists of 62 units which are contained within eight (8) buildings. Said Condominium buildings are constructed principally of wood, having poured concrete foundations, wood frame structures, clapboard and shingle siding and shingle roof. The location of the buildings and the units therein, together with the accesses thereto, are as shown on the said Site plan.
4. The condominium units and the designations, locations, approximate areas, number of rooms, and other descriptive specifications thereof are as set forth in Exhibit B entitled, "Salem Place Unit Specifications", annexed hereto, and as shown on the floor plans annexed hereto as part of Exhibit C and entitled:

"Salem Place Condominium Building A, Amherst, MA"
(consisting of 2 pages)

"Salem Place Condominium Building B, Amherst, MA"

"Salem Place Condominium Building C, Amherst, MA"

"Salem Place Condominium Building D, Amherst, MA"

"Salem Place Condominium Building E, Amherst, MA"
(consisting of 2 pages)

FROM THE OFFICE OF
PAUL T. FORD
ATTORNEY AT LAW
613 SOUTH PLEASANT ST.
AMHERST, MASS. 01002
(413) 253-2501

"Salem Place Condominium Building F, Amherst, MA"
"Salem Place Condominium Building G, Amherst, MA"
"Salem Place Condominium Building H, Amherst, MA"

Each of said units is laid out as shown on said plans. There are eight (8) categories of unit design, each of the units in each category (except for "Business and Professional Office Units") being laid out and designed substantially 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:

One Bedroom Townhouse residential unit
One Bedroom Garden residential unit
One Bedroom Garden residential unit
Two Bedroom Garden residential unit
Two Bedroom Townhouse residential unit
Three Bedroom Garden residential unit
Three Bedroom Garden residential unit
Business and Professional Office unit

The said units consists of the following:

RESIDENTIAL UNITS

ONE BEDROOM TOWNHOUSE DESIGN - The One Bedroom Townhouse design is shown on said Floor Plans as Units 8 and 38 and consists of a bedroom, kitchen, bath, dining/living room and a basement. There is a stairway leading from the basement to the first floor. There is a closet in the bedroom. There is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

Units 12 and 16 are mirror images of the above described units. There is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

ONE BEDROOM GARDEN DESIGN - The One Bedroom Garden design is shown on said Floor Plans as Units 25 and 31 and consists of a bath, a walk-in closet, bedroom, and a kitchen/dining/living room. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

Units 28 and 34 are mirror images of the above described units, except the size of the walk-in closet and bath are smaller. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

ONE BEDROOM GARDEN DESIGN - The One Bedroom Garden design is shown on said Floor Plans as Unit 22 and consists of a kitchen/dining/living area, a bedroom and a full bath. There is a closet in the bedroom and a closet off the dining area. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

Unit 37 is a mirror image of the above described unit. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

ONE BEDROOM GARDEN DESIGN - The One Bedroom Garden design is shown on said Floor Plans as Unit 41 and consists of a kitchen/dining/living area, a bedroom and a full bath. There is a closet in the bedroom and a closet off the dining area. There is appurtenant to such unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

Unit 44 is a mirror image of the above described unit. There is appurtenant to such unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

TWO BEDROOM GARDEN DESIGN - The Two Bedroom Garden design is shown on said Floor Plans as Units 35, 36, 42 and 43, and consists of two bedrooms, a full bath, a half bathroom,

kitchen, dining/living room. There is a closet in each bedroom, and a closet off the kitchen. As to Units 35 and 42 there is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

Units 20, 21, 39 and 40 are mirror images of the above described units. As to Units 20 and 39 there is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

THREE BEDROOM GARDEN DESIGN - The Three Bedroom Garden design is shown on said Floor Plans as Units 23, 24, 29 and 30 and consists of three bedrooms, a full bath, a half bath, and a kitchen/dining/living room. There is a closet off the dining area, and a closet in each bedroom. As to Units 23 and 29 there is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

Units 26, 27, 32 and 33 are mirror images of the above described units. As to Units 26 and 32 there is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-

THE OFFICE OF
L. J. FORD
SHERIFF
ATTORNEY AT LAW
100 STATE ST.
SALISBURY, MASS. 01902

laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto. There is appurtenant to each unit the exclusive right and easement to use the enclosed storage area situated in the basement of the building and which shall be designated by the Trustees of Salem Place Condominium Trust.

TWO BEDROOM TOWNHOUSE DESIGN - The Two Bedroom Townhouse design is shown on said Floor Plans as Units 3, 5, 7, 10, 11, 13, 15 and 19 and consists of a basement, a living/dining room, half bath, family/kitchen area and a closet off the living room on the first floor. The second floor consists of two bedrooms, two full baths, and a closet in each bedroom. There is a flight of stairs leading from the basement to the first floor and another set of stairs leading from the first floor to the second floor. There is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

Units 1, 2, 4, 6, 9, 14, 17, 18 and 45 are mirror images of the above described units. There is a patio adjacent to each unit which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth herein and to the provisions of the By-laws of the Salem Place Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

THREE BEDROOM GARDEN DESIGN - The Three Bedroom Garden Design is shown on said Floor Plans as Unit 62 on the third floor of Building H. Said unit has three levels with accesses from the second floor and ground level. The unit consists of two bedrooms, living room, den/bedroom and a hallway on the upper level in the southerly most portion of the unit. There is a kitchen/dining area, bathroom and foyer situated on the next level down in the northerly most portion of the third floor as shown on said plans. There is a short flight of stairs between the kitchen and the remainder of the unit on the third floor. There is a stairway access leading from the kitchen to the second floor hallway which shall be considered part of the unit. This is an additional access consisting of a stairway on the outside of the building leading from the foyer off the kitchen to the ground. The use of said stairway is not part of the unit although access thereto is available over it.

BUSINESS AND PROFESSIONAL OFFICE UNITS

BUSINESS AND PROFESSIONAL OFFICE UNITS - These units are shown on said Floor Plans as Units 46 through 61 and are described as follows:

Unit 46 - is situated in a free standing building designated as Building G as shown on said Site Plan. Said unit consists of 3 rooms, a foyer and a lavatory. There is a closet in the foyer and a loft in the upper levels of the foyer, access to which is by a ladder fastened to the wall in the westerly most room.

Unit 47 - is situated on the first floor of Building H as shown on said plans and consists of one room with a closet. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 48 - is situated on the first floor of Building H as shown on said plans and consists of two rooms with a closet in each. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 49 - is situated on the first floor of Building H as shown on said plan and consists of one room, a closet, foyer and a bathroom.

Unit 50 - is situated on the first floor of Building H as shown on said plans and consists of two rooms. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 51 - is situated on the first floor of Building H as shown on said plans and consists of two rooms and a hallway. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 52 - is situated on the first floor of Building H as shown on said plans and consists of one room. There is appurtenant to said unit the right, in common with the unit owners Unit 53, to use the bathroom situated on the first floor between unit 52 and units 53.

Unit 53 - is situated on the first floor of Building H as shown on said plans and consists of one room. There is appurtenant to said unit the right, in common with the unit

owners Unit 52, to use the bathroom situated on the first floor between unit 52 and units 53.

Unit 54 - is situated on the second floor of Building H as shown on said plans and consists of two rooms with a closet in each. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 55 - is situated on the second floor of Building H as shown on said plans and consists of one room and a closet. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 56 - is situated on the second floor of Building H as shown on said plans and consists of one room. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 57 - is situated on the second floor of Building H as shown on said plans and consists of two rooms. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 58 - is situated on the second floor of Building H as shown on said plans and consists of one room and two closets. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 59 - is situated on the second floor of Building H as shown on said plans and consists of two rooms. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 60 - is situated on the second floor of Building H as shown on said plans and consists of four rooms and a closet. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 61 - is situated on the second floor of Building H as shown on said plans and consists of three rooms and a closet. There is appurtenant to said unit the right, in common

OFFICE OF
SHERIFF
T. FORD
BY AT LAW
CASANT ST.
MASS. 01002

with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

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

- A. Floors: The upper surface of the subflooring.
 - B. Ceilings: The plane of the lower lath and insulation surface of the ceiling joists on each story, except as to that portion of Building G thereof containing a cathedral ceiling, the upper boundary shall consist of the lower plane of the rafters.
 - C. Interior Party Walls: the Plane of the interior surface of the wall studs.
 - D. Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof, except as to those between units which shall consist of that surface plane of the door lying on that side thereof which is exterior to the unit into which it opens and which lies in the direction of closing*; and as to windows, the exterior surfaces of the glass and of the window frames.
5. The Common Areas and Facilities of the condominium comprise and consist of (a) the land described in Exhibit A, together with the benefit of and subject to the rights, easements, agreements and mortgages therein mentioned; (b) the foundations, structural columns, girders, beams, joists, supports, exterior walls and roofs of the building, hallways, stairways, and the party walls and common walls between the units within the buildings; (c) the walkways, parking areas, vehicular accesses and other areas surrounding said units; (d) all conduits, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing

*it is intended that such doors shall be included in the unit into which the door opens and shall be maintained by the unit which includes the same

OFFICE OF
FORD
AT LAW
SANT ST
MASS 01002

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; (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, ceilings, steps, lighting fixtures and planters, all as shown on the plans hereto annexed and heretofore mentioned.

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

Said Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust and By-Laws of SALEM PLACE CONDOMINIUM TRUST, hereinafter 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.

All units shall be further subject to any and all applicable restrictions and conditions contained in the Amherst Zoning Board of Appeals, Permit #87-71, as amended by Permit #88-25, and in the event of any conflict between the provisions of this Master Deed, The Declaration of Trust and By-Laws of the Salem Place Condominium Trust, and the Rules and Regulations made thereunder (on the one side) and said Zoning Permit restrictions and conditions (on the other side), the terms of the restrictions and conditions contained in said permits shall prevail.

6. The purposes for which the buildings, the condominium units and other facilities therein are intended to be used are as follows:
 - A. RESIDENTIAL UNITS - these are Units 1 through 45 and Unit 62 and shall be subject to the following provisions relative to their use:
 1. Each of the units are intended to be used solely for single family residence purposes provided, however, that such units may be used by the Declarants for other purposes temporarily pursuant to the provisions of and subject to the limits set forth in the following Paragraph 5. No such Two Bedroom Unit shall be used for any purpose other than

as a dwelling for not more than two adults, or for a married couple and two children. No such Three Bedroom Unit shall be used for any purpose other than as a dwelling for not more than three adults or for a married couple and four children.

2. No unit shall be rented, leased or licensed for use or occupancy unless the owner thereof shall have first obtained from the Trustees of Salem Place 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.
3. There shall be no obstruction of the Common Areas. Except in the case of designated storage areas, nothing shall be stored in the Common Areas without prior consent of the Trustees of Salem Place Condominium Trust.
4. The open parking areas are Common Facilities and shall be subject as aforesaid to the provisions of said By-Laws of Salem Place Condominium Trust, and to the Rules and Regulations promulgated pursuant thereto.
5. As provided in the foregoing Paragraph 6A1, and notwithstanding the provisions of Paragraph 9 hereof, the Declarants may, until all of said units have been sold by them, (a) let or lease units which have not been sold by them, and (b) use any units owned by them as models for display for purposes of sale or leasing of units.
6. No noxious or offensive activity shall be carried on in any unit or in any of the Common Areas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners.
7. Nothing shall be altered or constructed in or removed from the Common Areas except upon written consent of the Trustees of the Salem Place Condominium Trust.
8. No animals, livestock or poultry of any kind shall be grazed, bred or kept in any unit or in the Common Areas, except on each occasion, by written consent of the Trustees of the Salem Place Condominium Trust.

OFFICE OF
FORD
AT LAW
SANT ST.
MASS 01002

9. 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, no awning, screen, antenna, sign (except as aforesaid), banner or other devise, and no exterior change, structure, projection, decoration, or other feature shall be erected thereof, no addition to, or change, or replacement of any 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 without in each case the express prior approval in writing of the Trustees of the Salem Place Condominium Trust.
10. No trash, refuse or other sort of materials of any kind whatsoever shall be stored outside of the condominium unit except as permitted by the Trustees of Salem Place Condominium Trust.
11. All use and maintenance of such unit shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other units and in accordance with the Rules and Regulations with respect thereto as from time to time are promulgated by said Trustees.

B. Business and Professional Office Units are units 46 through 61 and shall be subject to the following:

1. Each of the units are intended to be used solely for business, professional, or commercial purposes subject to the restrictions set forth in the following paragraph. The foregoing shall be deemed to include but shall not be limited to a professional or business office for the carrying on of any lawful business and such other business, professional and commercial uses generally permitted in nature to the foregoing which the Trustees of the Salem Place Condominium Trust may from time to time in writing declare to be an appropriate use to be carried on from the condominium premises.

2. No unit shall be rented, leased or licensed for use or occupancy unless the owner thereof shall have first obtained from the Trustees of Salem Place 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.
3. There shall be no obstruction of the Common Areas. Except in the case of designated storage areas, nothing shall be stored in the Common Areas without prior consent of the Trustees of Salem Place Condominium Trust.
4. No sign of any kind shall be affixed to the exterior of the condominium building nor in any of the common areas without the prior consent of the Trustees of the Salem Place Condominium Trust.
5. The open parking areas are Common Facilities and shall be subject as aforesaid to the provisions of said By-Laws of Salem Place Condominium Trust, and to the Rules and Regulations promulgated pursuant thereto.
6. As provided in the foregoing Paragraph 6B1, and notwithstanding the provisions of Paragraph 9 hereof, the Declarants may, until all of said units have been sold by them, (a) let or lease units which have not been sold by them, and (b) use any units owned by them as models for display for purposes of sale or leasing of units.
7. No noxious or offensive activity shall be carried on in any unit or in any of the Common Areas, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners.
8. Nothing shall be altered or constructed in or removed from the Common Areas except upon written consent of the Trustees of the Salem Place Condominium Trust.
9. No animals, livestock or poultry of any kind shall be grazed, bred or kept in any unit or in the Common Areas, except on each occasion, by written consent of the Trustees of the Salem Place Condominium Trust.

10. 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, no awning, screen, antenna, sign (except as aforesaid), banner or other devise, and no exterior change, structure, projection, decoration, or other feature shall be erected thereof, no addition to, or change, or replacement of any 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 without in each case the express prior approval in writing of the Trustees of the Salem Place Condominium Trust.
11. No trash, refuse or other sort of materials of any kind whatsoever shall be stored outside of the condominium unit except as permitted by the Trustees of Salem Place Condominium Trust.
12. All use and maintenance of such unit shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other units and in accordance with the Rules and Regulations with respect thereto as from time to time are promulgated by said Trustees.

The restrictions hereinbefore expressed shall be for the benefit of the owners of all of the condominium units and the Trustees of the SALEM PLACE CONDOMINIUM TRUST, as the persons in charge of the Common Areas and Facilities, shall be enforceable solely by the said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

7. This MASTER DEED may be amended by an instrument in writing (a) signed by the owners of units entitled to seventy-five (75) per cent or more of the undivided interests in the Common Areas and Facilities; and (b) signed and acknowledged by a majority of the Trustees of Salem Place 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 of 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 any force or effect.

8. The Trust, through which the unit owners will manage and regulate the condominium established hereby, is the SALEM PLACE CONDOMINIUM TRUST, created under a Declaration of Trust entitled, "Declaration of Trust and By-Laws, Salem Place Condominium", dated this date, to be recorded herewith in said Registry of Deeds. Said Declaration of Trust established 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 address of the original and present Trustees are as follows:

Jerald H. Gates
River Road
South Deerfield, MA

Richard O. Johnson
613 South Pleasant Street
Amherst, MA

Said Trustees have adopted 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.

9. Said SALEM PLACE CONDOMINIUM TRUST shall have a right of first refusal with respect to all sales of condominium units (except the initial sales thereof by the Declarants), and to that end, no owner of any unit shall sell or convey the same to any person other than a partner, spouse or child of such owner unless he shall first offer the same for sale to the Trustees of the SALEM PLACE CONDOMINIUM TRUST, as provided in the By-Laws of said Trust.
10. The units and Common Areas and Facilities, and the unit owners and trustees of the SALEM PLACE 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, shall be governed by provisions of said Chapter 183A in their relation to each other and to the condominium established hereto, including without limitation, provisions thereof with respect to common expenses, funds and profits; 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.
11. 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.

EXECUTED AND SEALED on the day and year first above-written.

Alice Zumbruski
Jerald H. Gates, Declarant

Alice Zumbruski
Richard O. Johnson, Declarant

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

June 16, 1989

Then personally appeared the above-named JERALD H. GATES and RICHARD O. JOHNSON who acknowledged the foregoing to be their free act and deed, before me,

Alice Zumbruski
Alice Zumbruski, Notary Public

My Commission Expires:

May 16, 1991

EXHIBIT A

The land in Amherst, Hampshire County, Massachusetts, situated at the intersection of Main and Salem Street, bounded and described as follows:

Beginning at an iron pin at the intersection of Salem Street and Main Street in the Town of Amherst at the southeast corner of the premises herein conveyed; thence N. 86° 45' 08" W., a distance of one hundred eighty-five and forty-five hundredths (185.45) feet to a point; thence running N. 78° 27' 55" W., a distance of twenty three and ninety-two hundredths (23.92) feet to an iron pin; thence continuing in the same direction, a distance of sixty-seven and thirty-eight hundredths (67.38) feet to a point; thence running N. 73° 20' 29" W., a distance of one hundred thirty two and sixty-two hundredths (132.62) feet to a point, the last four (4) courses being along said Main Street; thence running N. 17° 03' 50" E., along land now or formerly of Henry F. Scarborough & Helen L. Scarborough, a distance of two hundred eighty-one and eighty-four hundredths (281.84) feet to a point; thence running N. 21° 12' 37" E., along land now or formerly of Edward E. Simpson, Jr. and Jocelyn H. Simpson and land now or formerly of Ralph H. White, a distance of one hundred fifty-three and seventy-six hundredths (153.76) feet to a point; thence running N. 20° 58' 54" E. along land of said White, a distance of ninety-four and ninety hundredths (94.90) feet to an iron pin; thence continuing in the same direction, along land now or formerly of Grace O. Thayer and Donald E. Thayer, a distance of eleven and seventy hundredths (11.70) feet to a point; thence running S. 28° 43' 03" E. a distance of one hundred two and twenty-nine hundredths (102.29) feet to a point; thence running S. 64° 00' 00" E. a distance of one hundred eight and fifty hundredths (108.50) feet to a point; thence running S. 62° 20' 00" E. a distance of two hundred thirty-five and fifty hundredths (235.50) feet to an iron pin, the last three (3) courses being along land now or formerly of Jerald H. Gates and Richard O. Johnson; thence running S. 21° 19' 34" W., along said Salem Street, a distance of three hundred fifty-seven (357) feet to the point of beginning. Containing 4.166 acres, more or less.

Being shown as parcel 1 on a plan entitled, "Amherst Massachusetts, Jerald H. Gates & Richard O. Johnson", dated May 16, 1989, Harold L. Eaton and Associates, Inc., to be recorded in Hampshire County Registry of Deeds.

Being all the same premises described in deed of Thomas A. Walsh to Jerald H. Gates and Richard O. Johnson, dated July 1, 1985, recorded in said Registry of Deeds, Book 2584, Page 122, and being a portion of the premises described in deed of Allerton B. Smith et al to Jerald H. Gates and Richard O. Johnson, dated March 1, 1986, recorded in said Registry of Deeds, Book 2685, Page 340.

SUBJECT TO an easement given to Western Massachusetts Electric Company and New England telephone and Telegraph Company, dated June 17, 1988, recorded in said Registry of Deeds.

In all other respects the aforesaid Master Deed shall remain in full force and affect without alteration.

IN WITNESS WHEREOF the undersigned, being all the unit owners of said Salem Place Condominium, hereto set their hands and seals this 21st day of September 1989.

Victor H. Fusia

Victor H. Fusia
Unit 1

Harvelene G. Fusia

Harvelene G. Fusia
Unit 1

Laird B. Summerlin

Laird B. Summerlin
Unit 2 and 28

Jerald H. Gates

Jerald H. Gates

Units 3, 9, 14, 17, 21, 22, 26,
32, 34, 37, 41, 42, 44, 46, 47, 48,
49, 50, 51, 52, 54, 56, 57, 58,
61, 62

Richard O. Johnson

Richard O. Johnson

Units 3, 9, 14, 17, 21, 22, 26,
32, 34, 37, 41, 42, 44, 46, 47, 48,
49, 50, 51, 52, 56, 57, 58,
61, 62

Glenn M. Wong

Glenn M. Wong
Unit 4

Paula M. Nassif

Paula Nassif
Unit 4

Shirley L. Lauder

Shirley L. Lauder
Units 5 and 8

Donald E. Thayer

Donald E. Thayer
Units 5 and 8

SALEM PLACE CONDOMINIUM

AMENDED MASTER DEED

BY THIS INSTRUMENT, and three other instruments of assent and joinder attached hereto, all of the owners of the units of the Salem Place Condominium, created under a Master Deed, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 114, pursuant to the provisions of Paragraph 7 thereof, hereby amend the aforesaid Master Deed in the following respects only:

1. The words of description of units 56 and 57 shown on Page 7 of said Master Deed are hereby amended so that the same shall read as follows:

Unit 56 - is situated on the second floor of Building H as shown on said plans and consists of one room and a closet. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.

Unit 57 - is situated on the second floor of Building H as shown on said plans and consists of one room and a closet. There is appurtenant to said unit the right, in common with other unit owners of said Building H, to use the bathrooms situated on the second floor of said building.


2. By substituting for sheet #10 of the Floor Plans entitled, "Salem Place Condominium Building H, Amherst, MA", the plan hereto attached entitled:


"Salem Place Condominium Building H, Amherst, MA",
dated 9-28 -89.

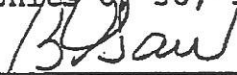
3. By substituting for "Exhibit B Salem Place Unit Specifications" the exhibit hereto attached entitled:

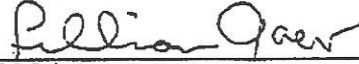
"Exhibit B Salem Place Unit Specifications" dated
September 21, 1989

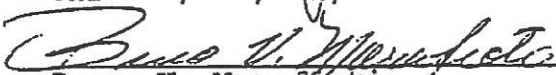
The sole intent and purpose of this Amendment is to alter the divisional line between units 56 and 57 in order to add to unit #56 a portion of one of the rooms of unit #57 so that each of said units shall thereafter consist of one room and a closet.

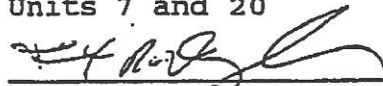

Jeffrey Delman
Units 6, 30, 31, 43

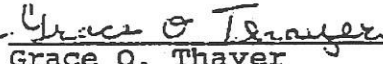

Anne Delman
Units 6, 30, 31, 43

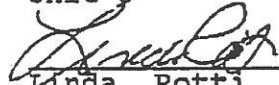

Bennett Gaev
Units 6, 30, 31, 43

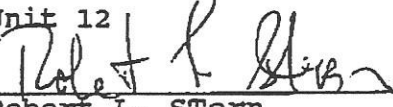

Lillian Gaev
Units 6, 30, 31, 43

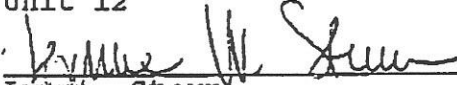

Bruno V. Maraffioti
Units 7 and 20



Tex R. Douglas
Units 7 and 35

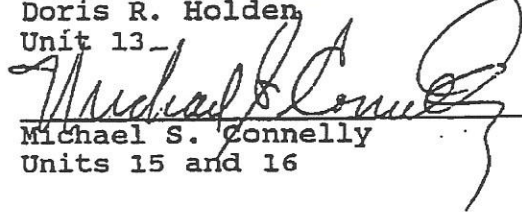

Grace O. Thayer
Unit 8


Linda Rotti
Unit 12


Robert L. Stern
Unit 12


Lynne Stern
Unit 12


Doris R. Holden
Unit 13


Michael S. Connolly
Units 15 and 16

Judith A. Connelly
Judith A. Connelly
Units 15 and 16

Michael N. Orr
Michael N. Orr
Unit 18

Susan D. MacConnell
Susan MacConnell
Unit 19

Nancy L. Huntley
Nancy L. Huntley
Unit 23

William T. Stapleton
William T. Stapleton
Unit 23

Walter O. Labonte
Walter O. Labonte
Unit 24

Paul T. Ford
Paul T. Ford
Units 25 and 36

Ping-Chun Lucy Hou
Ping-Chun Lucy Hou
Unit 27

Ching-Ching Wang
Ching-Ching Wang
Unit 27

David R. O'Connor
David R. O'Connor
Units 29 and 38

Barbara L. O'Connor
Barbara O'Connor
Units 29 and 38

Raymond R. McGarrigle
Raymond R. McGarrigle
Units 29 and 38

FROM THE OFFICE OF
PAUL T. FORD
ATTORNEY AT LAW
69 S. PLEASANT ST.
AMHERST, MASS. 01002
- (413) 253-2501

William A. Gibson
William A. Gibson
Units 11

Diane P. Flaherty
Diane P. Flaherty
Unit 11

Ralph L. Cohen
Ralph L. Cohen
Unit 54

Donald L. Banks
Donald L. Banks
Unit 55

Carole R. Banks
Carole R. Banks
Unit 55

Theodore Slovin
Theodore Slovin
Unit 55

Barbara Slovin
Barbara Slovin
Unit 55

Colborn W. Smith
Colborn W. Smith
Unit 60

Kathryn S. Dunn
Kathryn S. Dunn
Unit 60

Paul A. Cohen
Paul A. Cohen
Unit 46

Susan L. Cohen
Susan L. Cohen
Unit 46

Robert T. Petrizzo
Robert T. Petrizzo
Unit 33

Patricia A. Douglas
Patricia A. Douglas
Unit 35

Renee Z. Spring
Renee Z. Spring
Unit 39

David P. Piech
David P. Piech
Unit 39

Mary E. Egan
Kamel R. Hassan
Unit 40

Kamel R. Hassan
Mary E. Egan
Unit 45

Jane E. Porter
Jane E. Porter
Unit 53

Teresa Ellen Neal
Teresa Ellen Neal
Unit 59

THE COMMONWEALTH OF MASSACHUSETTS

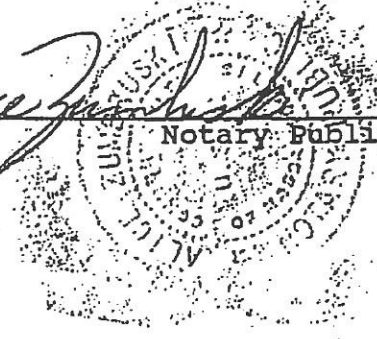
HAMPSHIRE, ss.

November 1, 1989
September

Then personally appeared the above named unit owners and acknowledged the foregoing instrument to be their free act and deed, before me,

Alice Z...

Notary Public



My Commission Expires:

5/16/91

ASSENT OF TRUSTEES

We, the undersigned, being the sole Trustees of Salem Place Condominium Trust, created under a Declaration of Trust and By-Laws, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 145, hereby assent to and join in the foregoing Amended Master Deed of Salem Place Condominium.

SALEM PLACE CONDOMINIUM TRUST

By: 
Gerald H. Gates, Trustee


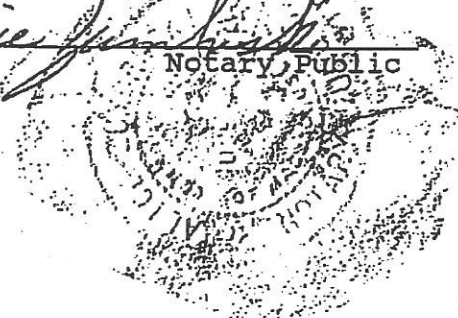
By: 
Richard O. Johnson, Trustee

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

September 21, 1989

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 the SALEM PLACE CONDOMINIUM TRUST, before me,


Notary Public


My Commission Expires:

5/16/91

ASSENT OF AFFECTED MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that SHAWMUT FIRST BANK AND TRUST COMPANY, pursuant to the provisions of Paragraph 7D of the Salem Place Condominium Master Deed, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 114, hereby assents to the foregoing Amended Master Deed.

IN WITNESS WHEREOF the said SHAWMUT FIRST BANK AND TRUST COMPANY has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by
its
this day of September 1989.

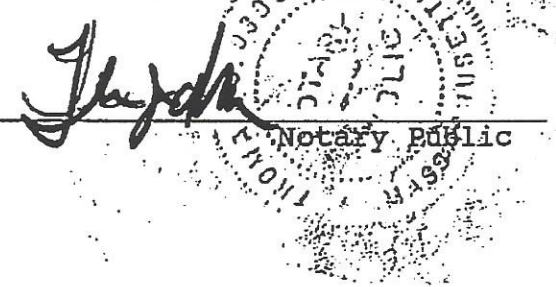
Wendy Anne Crif By: Maria V. Croose
SHAWMUT FIRST BANK AND TRUST COMPANY

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

September 1989

Then personally appeared the above named MARIA V. CROUSE and acknowledged the foregoing instrument to be the free act and deed of SHAWMUT FIRST BANK AND TRUST COMPANY, before me,

Thomas J. Osborne
Notary Public


My Commission Expires:

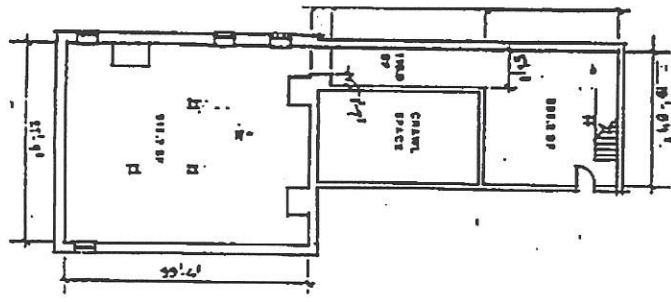
THOMAS J. OSBORNE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT, 1991

These drawings are prepared and issued by the Architect under the authority of the State of Massachusetts. The Architect is not responsible for the accuracy of the information provided by the client or for the results of the construction of the project. The Architect is not responsible for the results of the construction of the project.

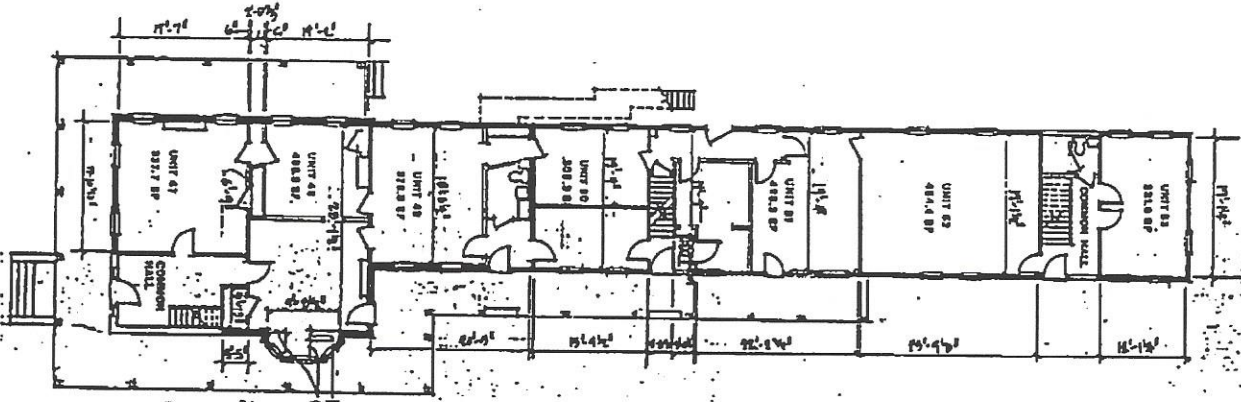


Kitchell & Austin
 ARCHITECTS
 20 BELWOOD WAY, AMHERST, MA 01002
 413-256-6677

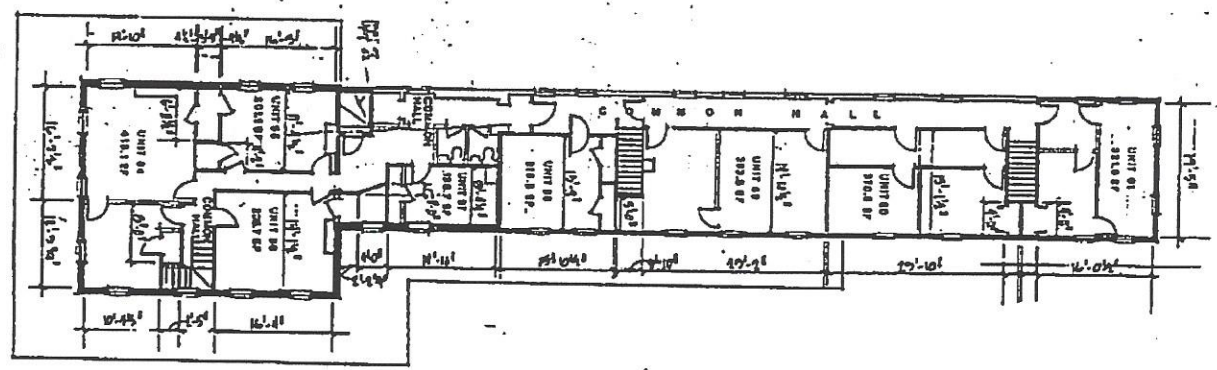
LEGEND:
 ——— WALLS SEPARATING
 CONDO UNITS
 ——— WALLS WITHIN CONDO
 UNITS



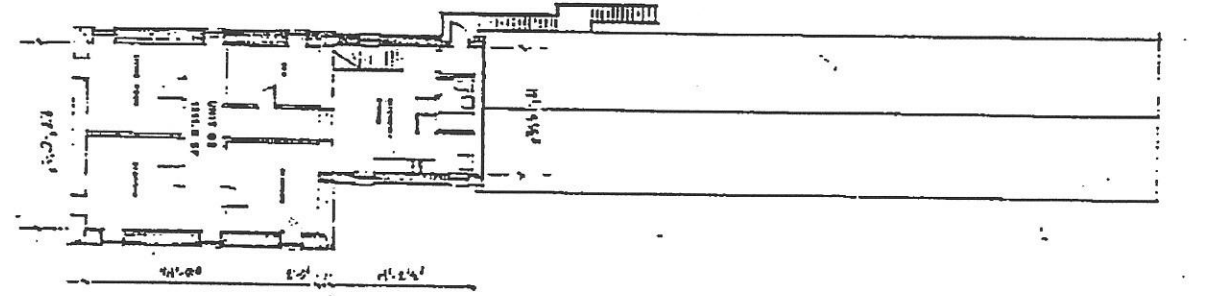
Building H BASEMENT
 UTILITY SPACE



Building H 1st Floor



Building H 2nd Floor



Building H 3rd Floor

Sheet Number 10 of 10	Drawing Floor Plans	Date 6.1.2011	Scale 1/8" = 1'-0"	SALEM PLACE CONDOMINIUM BUILDING H AMHERST, MA	Kitchell & Austin Architecture & Community Design 20 Belwood Way, Amherst, MA 01002 413-256-6677
		Project Name			

ASSENT AND JOINDER
OF
OWNERS OF UNIT 10
IN AMENDED MASTER DEED OF SALEM PLACE CONDOMINIUM

The undersigned owners of Unit #10 of the Salem Place Condominium, created by Master Deed, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 114, hereby assent to and join in the Amended Master Deed of said Salem Place Condominium, dated September 21, 1989, a copy of the body of which is hereto annexed, the original thereof having been executed in a single document by all but 5 of said unit owners.

It is the intent of the undersigned that their signature hereto shall have the full force and effect of assenting to and joining in said Amended Master Deed as fully and completely as if we had signed the said original Amended Master Deed, dated September 21, 1989, which said document shall be recorded simultaneously herewith.

EXECUTED AND SEALED this 12th day of ^{October}~~September~~ 1989.

Stephen Ensor
Stephen Ensor

Linda Ensor
Linda Ensor

~~MISSOURI~~
STATE OF MISSOURI

County of St. Louis.

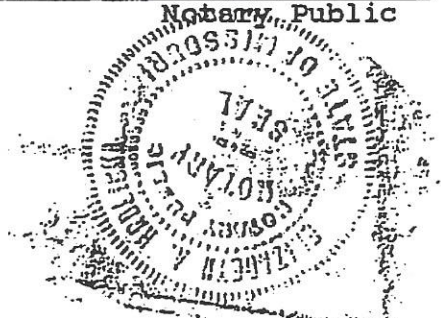
~~September~~ ^{October} 12 1989

Then personally appeared the above named STEPHEN ENSOR and LINDA ENSOR and acknowledged the foregoing to be their free act and deed, before me,

Elizabeth A. Hrdlicka
Notary Public

My Commission Expires:

8-9-91



ASSENT AND JOINDER
OF
OWNERS OF UNIT 10
IN AMENDED MASTER DEED OF SALEM PLACE CONDOMINIUM

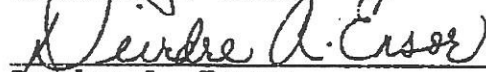
The undersigned owners of Unit #10 of the Salem Place Condominium, created by Master Deed, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 114, hereby assent to and join in the Amended Master Deed of said Salem Place Condominium, dated September 21, 1989, a copy of the body of which is hereto annexed, the original thereof having been executed in a single document by all but 5 of said unit owners.

It is the intent of the undersigned that their signature hereto shall have the full force and effect of assenting to and joining in said Amended Master Deed as fully and completely as if we had signed the said original Amended Master Deed, dated September 21, 1989, which said document shall be recorded simultaneously herewith.

EXECUTED AND SEALED this 26th day of October 1989.



Richard J. Ensor



Deidre A. Ensor

STATE OF NEW JERSEY

ss.

October

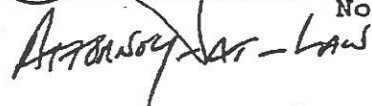
1989

Then personally appeared the above named RICHARD J. ENSOR and DEIDRE A. ENSOR and acknowledged the foregoing to be their free act and deed, before me,



Notary Public

My Commission Expires:


Attorney at Law

Hampshire ss.

Nov. 2 1989 at 10 o'clock and 38 minutes A. M., Rec'd ent'd and
(MONTH) (DAY)
exam'd with Hampshire Reg. of Deeds, Book 3473: Page 92 Register of Deeds

Attest


REGISTER

FROM THE OFFICE OF
PAUL T. FORD
ATTORNEY AT LAW
69 S. PLEASANT ST.
FIRST, MASS. 01002

TEL (413) 253-2501

024849

ASSENT AND JOINDER
OF
OWNER OF UNIT
IN AMENDED MASTER DEED OF SALEM PLACE CONDOMINIUM

The undersigned owner of Unit #10 of the Salem Place Condominium, created by Master Deed, dated June 16, 1989, recorded in Hampshire County Registry of Deeds, Book 3393, Page 114, hereby assents to and joins in the Amended Master Deed of said Salem Place Condominium, dated September 21, 1989, a copy of the body of which is hereto annexed, the original thereof having been executed in a single document by all but 5 of said unit owners.

It is the intent of the undersigned that her signature hereto shall have the full force and effect of assenting to and joining in said Amended Master Deed as fully and completely as if I had signed the said original Amended Master Deed, dated September 21, 1989, which said document shall be recorded simultaneously herewith.

EXECUTED AND SEALED this 30 day of ^{October}~~September~~ 1989.

Mary J. Ensor
Mary J. Ensor

STATE OF NEW JERSEY

Ocean City ss.

Oct.
~~September~~ 30, 1989

Then personally appeared the above named MARY J. ENSOR and acknowledged the foregoing to be her free act and deed, before me,

Rose Navarra

Notary Public

My Commission Expires: 10/22/91

