



2007 00015868

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CONDOMINIUM MASTER DEED

CONDOMINIUM MASTER DEED
LYMAN ROAD CONDOMINIUM
19-31 LYMAN ROAD
NORTHAMPTON, MASSACHUSETTS

I. Creation of Condominium

The undersigned, CHARLES W. BOWLES, as Managing Partner of NORTHEAST ENTERPRISES REALTY PARTNERSHIP, of 237 Main Street, Northampton, Hampshire County, Massachusetts, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered 19 -31 Lyman Road, Northampton, Hampshire County, Massachusetts described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto. hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby create a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A. The condominium shall be known as the "Lyman Road Condominium."

II. Description of Land

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending six (6) years next after the date on which this Restated Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

III. Description of Building

The building on said land as shown on the plan which is hereby incorporated herein by this reference and made a part hereof. Units 19A, 19B, 21A, 21B, 23A, 23B, 25A, 25B, 27A, 27B, 29A and 29B are in one building and Units 31A, 31½A, 31B and 31½B are in one building, and are residential condominium units.

IV. Description of Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the subflooring;
- (ii) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) **Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.
- (iv) **Pipe Chases or Other Enclosures** concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are part of the common areas and facilities.
- (v) **Doors and Windows** that open from a unit are part of the unit from which they open.
- (vi) **Fireplaces**, and flues located within chimneys, are a part of the Unit served by such fireplace and flue. Chimneys are a part of the common areas and facilities.
- (vii) **All Structural Portions** of the building are part of the common areas and facilities.

V. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (II) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (III) ("Description of Building") of this Master Deed, excluding the Units as described in paragraph IV ("Description of Units").

(A) Without limiting the foregoing language in this paragraph (V), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (II) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in subsection IV(b);
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits and all structural portions of the building;
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, cable television and internet cable, water, and sanitary sewer and storm water drainage;
- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, with respect to the topmost unit, the roof, and above any ceiling within the units, but which service more than one unit;
- (vi) exterior lighting devices and wires and poles serving the same;
- (vii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit B hereto.
- (viii) The common water and sewer lines servicing the premises are common services and the responsibility of the Condominium for all maintenance and repair or replacement.

(B) Units 31A and 31B are allocated and dedicated the two (2) parking spaces in the carport. All other parking is unallocated and common.

(C) Declarant reserves the right to add on additional Phase II to the condominium consisting of not more than four (4) residential units and not more than twelve (12) garage units and to amend the Plans and this Master Deed to reflect the additional units and the amended Exhibit A and B.

(D) Secure areas for storage may be created and constructed in the common area basements adjacent to each unit with the approval of the Declarant or Trustees. The creation or use of such storage areas shall create no liability upon the Declarant, Trustee or Association for the protection, care or damage or safety of any property in the basements or storage areas in the common area basements.

VI. Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Professional Land Surveyor certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in Plan Book 215, Pages 55-56 and _____. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

VII. Use of Units

- (A) The building and each of the units are intended for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and
- (B) No unit shall be used or maintained a manner inconsistent with the Bylaws of the Condominium Association and the rules and regulations from time to time adopted pursuant thereto; and

VIII. Amendment of Master Deed

- (A) This Master Deed may be amended by an instrument in writing (a) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (b) signed and acknowledged in proper form for recording by not less than fifty-one (51 %) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Association) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (c) signed and acknowledged in proper form for recording by a majority of the Managers of the Condominium Association; and (d) duly recorded in the Hampshire County Registry of Deeds, provided, however, that:

- (B) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or manager of the Condominium Association, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Hampshire County Registry of Deeds within six (6) months after such date; and
- (C) Pursuant to the provisions of Chapter 242 of the Acts of 1998, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (D) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (E) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (F) Notwithstanding any other provisions of this Section, no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Association.
- (G) Notwithstanding anything to the contrary herein, so long as the Declarant owns any units in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Managers of the Condominium Association, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

IX. Condominium Unit Owners' Association

The name of the Association that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Lyman Road Condominium Association under By-Laws dated June 28, 2007 to be recorded herewith. Said By-Laws establish that all Unit Owners in the Condominium hereby established shall be members of said Association, and that the beneficial interest of each Unit Owner in said Association shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The initial mailing address of said Association shall be 237 Main Street, Northampton, Massachusetts 01060.

The names and addresses of the Initial Trustee of said Association is as follows: NORTHEAST ENTERPRISES REALTY PARTNERSHIP by its Managing Partner, Charles W. Bowles, of 237 Main Street, Northampton, Massachusetts 01060.

Term: As set forth in Section III of the By-Laws of Lyman Road Condominium Association. The Trustee of the Condominium Association has enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are attached as Exhibit C and recorded herewith.

X. Name of Condominium

The Condominium hereby established shall be known as the "Lyman Road Condominium".

XI. Encroachments

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the By-Laws of the Lyman Road Condominium Association as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

XII. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Manager of the Association shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building. The City of Northampton shall have the right to install, service and maintain water meters and water service in each unit.

XIII. Creation of Duplex Units

In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership, and if such Unit Owner (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (A) The Duplex Owner shall send written notice to all of the Unit Owners and to the Manager of the Condominium Association of his or her intention to so physically connect such Units, and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work that the Duplex Owner proposes to perform; and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building; and a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Manager of the Condominium Association to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Manager against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect that the Manager may engage to advise them as to any aspect of such work. (The Manager may, but shall not be obligated to engage an architect to so advise it.)
- (B) No such work shall commence unless and until the Manager shall have assented thereto in writing. Said Manager may withhold its consent for the reason that such work would impair the structural integrity of the building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.
- (C) At the completion of the work, the Duplex Owner shall notify the Manager, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of this Master Deed. In the event that at any time, or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Section of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed,

mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of this Master Deed.

XIX. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Association

All present and future owners, tenants, visitors, servants and occupants of units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, and the Bylaws, and Rules and Regulations of the Condominium Association as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

XX. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the Bylaws of the Lyman Road Condominium, which is hereby incorporated herein by this reference and made a part hereof.

XXI. Invalidity

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

XXII. Waiver

No provision 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 that may occur.

XXIII. 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 or the intent of any provisions hereof.

XXIV. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

XXV. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the Lyman Road Condominium shall be bound by the provisions of this Master Deed. The Declarant shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the Lyman Road Condominium.

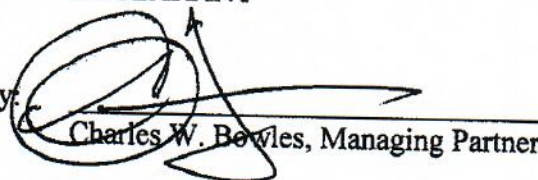
EXECUTED as an instrument under seal at Northampton, Hampshire County, Massachusetts this 27 day of June, 2007.

Signed and sealed in the presence of:

NORTHEAST ENTERPRISES
REALTY PARTNERSHIP
DECLARANT


Witness

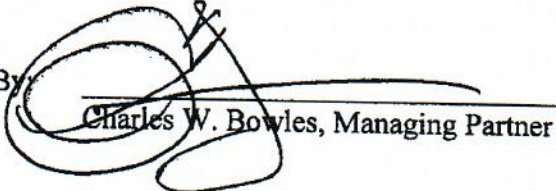
By:


Charles W. Bowles, Managing Partner

NORTHEAST ENTERPRISES
REALTY PARTNERSHIP
INITIAL TRUSTEE


Witness

By:

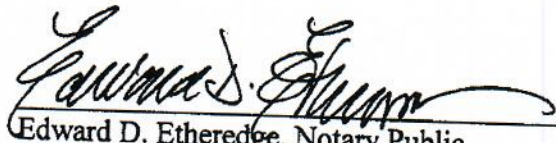

Charles W. Bowles, Managing Partner

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

June 27, 2007

Before me, the undersigned notary public, personally appeared Charles W. Bowles, Individually and as Managing Partner of Northeast Enterprises Realty Partnership, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Edward D. Etheredge, Notary Public

My Commission Expires: 3/30/12

**Edward D. Etheredge
Notary Public
My Commission Expires
3/30/12**

Exhibit "A"

PARCEL I:

The real estate situated in Northampton, Hampshire County, Massachusetts, beginning at the Northerly corner at an iron pin on the Southerly side of High Street and at the Easterly corner of land now or formerly of Nettie H. Hassel; thence Southeasterly along said High Street one hundred forty-three and two tenths (143.2) feet to a corner; thence Southwesterly along said High Street ninety-six and thirty-six one hundredths (96.36) feet to a stone bound and land formerly of one Guilford; thence Northwesterly along land of said Guilford and land now or formerly of one Wright one hundred thirty-seven and one tenth (137.1) feet to an iron pin and land now or formerly of Nettie H. Hassel; thence N. 43° 15' E. along land of said grantee ninety-six (96) feet to the point of beginning.

For title see Hampshire County Probate and Family Court Docket No. 93PO302.

PARCEL II:

The land in Northampton, Hampshire County, Massachusetts situated on the Southwesterly side of High Street in said Northampton, with block commonly called "Foote Block" thereon standing, bound on said High Street at the Northerly corner of the granted premises, the same being the Easterly corner of land formerly of Juliaette Whitcomb; thence S. 45° W. along land of said Whitcomb ninety-five and seven tenths (95.7) feet to an iron pin and land formerly of George L. Wright; thence Southerly along land formerly of said Wright one hundred forty and four tenths (140.4) feet to an iron pin and the homestead formerly of Edward N. Foote, and now or formerly of George H. Hassel; thence N. 43° 15' E. along land of said Hassel ninety-six (96) feet to an iron pin on said High Street; thence Northwesterly along said High Street one hundred thirty-eight and three tenths (138.3) feet to the place of beginning.

For title see Hampshire County Probate and Family Court Docket No. 93PO302.

PARCEL III:

That certain parcel of land situate in Northampton, Hampshire County, Massachusetts, designated as Easement #2 on a plan entitled "Easement Plan, Plan of Land in Northampton, Massachusetts prepared for Valley CDC" dated September 19, 1997, prepared by Harold L. Eaton and Associates, Inc. Registered Professional Land Surveyors, and recorded in the Hampshire County Registry of Deeds in Plan Book 182, Page 144, described as follows:

EXHIBIT B

LYMAN ROAD CONDOMINIUM

Schedule

Unit No.	Rooms	Square footage	% Interest
19A	4	795	5%
19B	6	1748	8%
21A	4	791	4.5%
21B	6	1727	8%
23A	4	792	4.5%
23B	6	1742	8%
25A	4	796	4.5%
25B	6	1739	8%
27A	4	787	4.5%
27B	6	1717	8%
29A	4	799	5%
29B	6	1760	8%
31A	5	1388	8% <i>2 bid</i>
31 ½ A	4	745	4%
31B	5	1275	8%
31 ½ B	4	777	4%
Total			100%

L.S.

5m
Bldg

COMMENCING at a point at the westerly corner of land now or formerly of Bernard Searles, as shown on said plan; thence running

SOUTH 39° 18' 16" East along said land now or formerly of Bernard Searles, a distance of forty-seven and twenty-one hundredths (47.21) feet to a point; thence turning and running

SOUTH 49° 28' 59" West a distance of fifty-eight and forty-one hundredths (58.41) feet to a point; thence turning and running

NORTH 39° 18' 14" West a distance of thirty-nine and eighty-one hundredths (39.81) feet to a point; thence turning and running

SOUTH 50° 57' 30" West a distance of thirteen and fifty-six hundredths (13.56) feet to a point; thence turning and running

NORTH 39° 36' 43" West a distance of fifty-eight and eighty-six hundredths (58.86) feet to a point; thence turning and running

NORTH 50° 55' 22" East a distance of twenty-four and eighteen hundredths (24.18) feet to a point; thence turning and running

SOUTH 39° 36' 43" East a distance of fifty and no hundredths (50.00) feet to a point; thence turning and running

NORTH 50° 55' 22" East a distance of forty-seven and eighty-two hundredths (47.82) feet to the point at the place of beginning.

Containing 4,129 square feet, more or less, and all as shown on the aforementioned Plan.

BEING THE SAME PREMISES conveyed to Northeast Enterprises Realty Partnership by deed dated September 21, 2006 and recorded on October 2, 2006 in the Hampshire Registry of Deeds in Book 8897, Page 349.

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE



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For Registry Use Only

*First Amendment of
Master Deed*

LYMAN ROAD CONDOMINIUM

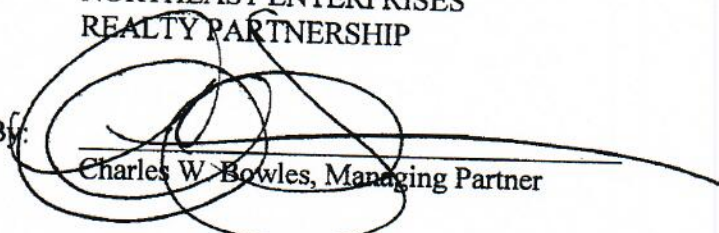
Know all Persons by These Presents,

That CHARLES W. BOWLES, as Managing Partner of NORTHEAST ENTERPRISES REALTY PARTNERSHIP, Declarant and owner of more than one of the units of Lyman Road Condominium, by Master Deed dated June 27, 2007 and recorded in the Hampshire Registry of Deeds in **Book 9178, Page 269**, pursuant to Article VIII(G) state that driveway adjacent to Unit 19B is an exclusive and dedicated parking area for Unit 19B, but such language was inadvertently omitted from Article V "Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein" of the Master Deed of Lyman Road Condominium. Article V is hereby amended in the Master Deed by adding and including in section(B) the following; "Unit 19B is allotted and dedicated the (1) parking space in the separate driveway".

Executed as a sealed instrument this 18th day of June 2008.

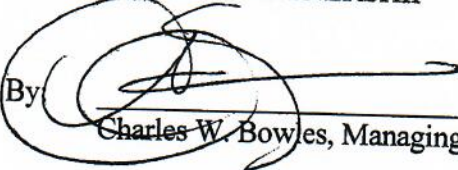
NORTHEAST ENTERPRISES
REALTY PARTNERSHIP

By:


Charles W. Bowles, Managing Partner

Executed as a sealed instrument this 26th day of May 2009.

NORTHEAST ENTERPRISES
REALTY PARTNERSHIP


By  _____
Charles W. Bowles, Managing Partner

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

May 26, 2009

Before me, the undersigned notary public, personally appeared, Charles W. Bowles, Managing Partner of Northeast Enterprises Realty Partnership, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 _____, Notary Public
My commission expires:

Edward D. Etheredge
Notary Public
My Commission Expires
3/30/12

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE



2009 00011642

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For Registry Use Only

*Second Amendment of
Master Deed*

LYMAN ROAD CONDOMINIUM

Know all Persons by These Presents,

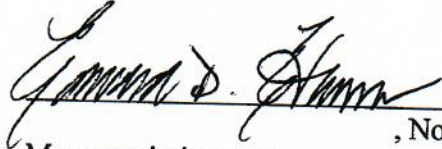
That CHARLES W. BOWLES, as Managing Partner of NORTHEAST ENTERPRISES REALTY PARTNERSHIP, Declarant and owner of more than one of the units of Lyman Road Condominium, by Master Deed dated June 27, 2007 and recorded in the Hampshire Registry of Deeds in **Book 9178, Page 269**, pursuant to Article VIII(G) state that one side of the driveway located directly in front of Unit 31½ B includes an exclusive and dedicated parking area for Unit 31½ B to park two cars in tandem without impeding access on the other one-half of the driveway. Unit 31½ B also has the exclusive right to construct a roof deck on the carport roof adjacent to its exit. All costs and expenses of the construction and maintenance of such roof decks are expenses of Unit 31½ B and not common expenses. This language was inadvertently omitted from Article V "Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein" of the Master Deed of Lyman Road Condominium. Article V is hereby amended in the Master Deed by adding and including in section (B) the following; "Unit 31½ B includes an exclusive and dedicated parking area for Unit 31½ B to park two cars in tandem without impeding access on the other one-half of the driveway. Unit 31½ B also has the exclusive right to construct a roof deck on the carport roof adjacent to its exit. All costs and expenses of the construction and maintenance of such roof decks are expenses of Unit 31½ B and not common expenses".

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

May 27, 2009

Before me, the undersigned notary public, personally appeared, Charles W. Bowles, Managing Partner and Trustee of Northeast Enterprises Realty Partnership, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


_____, Notary Public

My commission expires:

Edward D. Etheredge
Notary Public
My Commission Expires
3/30/12

ATTEST. HAMPSHIRE, , REGISTER
MARIANNE L. DONOHUE