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MASTER DEED THE MILL AT STONEY BROOK

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MASTER DEED
OF
THE MILL AT STONEY BROOK

Stoney Brook Mill Associates Limited Partnership, a Connecticut Limited Partnership with a usual place of business at 790 Farmington Avenue, Farmington, Connecticut 06032, being the sole owner of the premises described in Schedule B does hereby declare:

ARTICLE I
SUBMISSION OF PROPERTY

Section 1.1. Declarant submits the Property in the Town of South Hadley, Massachusetts described herein, including the Improvements now or later constructed thereon, to be governed by and subject to the provisions of Chapter 183A of the General Laws of Massachusetts as such Chapter may be amended to apply to this Condominium for the specific purpose of creating and establishing The Mill at Stoney Brook as a condominium. Reference is also made to verified floor plans showing the unit number dimensions, floor area and location of each Unit, the location and approximate dimensions of the Exclusive Easements and Common Areas, and other information required by the Chapter 183A of the Statutes, which have, prior to or simultaneously with the recording of this Master Deed, been filed in the office of the County.

ARTICLE II
DEFINITIONS

Section 2.1. The following words and phrases shall have the meanings herein ascribed to them:

- (a) Appurtenant Interest: (1) the undivided interest in the Common Areas appurtenant to a Unit; (2) the interest of a Unit Owner in any Units acquired by the Trust or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of a Unit Owner in any other right, right of membership, claim, cause of action or asset of the Condominium or the Trust; and (4) the interest in the Exclusive Easements appurtenant to a Unit.
- (b) Building: A structure or structures containing one or more Units and comprising a part of the Property.
- (c) Bylaws: The bylaws of The Mill at Stoney Brook.
- (d) Charges: Common Charges and Special Charges, each of which is defined as follows:

- (i) Common Charges: The Charges assessed against Units for their share of Common Expenses, as provided by the Bylaws.
- (ii) Special Charges: Fines, penalties, interest Charges, liquidated Charges established by the Bylaws, late Charges, user fees, reimbursement for damage caused by Unit Owners as established by the Bylaws, Special Service fees charged by the Trust to a specific Unit Owner, and all Charges for expenses of the Trust which are not Common Expenses but which are attributable to a specific Unit or Units or Exclusive Easements and which are designated by the Trustees as Special Charges. All Charges that are not Special Charges are Common Charges.
- (e) Common Areas: The common areas and facilities as defined in Chapter 183A §1 of the General Laws; and all other real property within the Condominium other than the Units.
- (f) Common Expenses: See Expenses.
- (g) Common Profits: The balance of all income, rents, profits and revenues from Common Areas remaining after the deduction of Common Expenses.
- (h) Condominium: The Property, submitted to the Condominium Act by the recordation of Condominium Instruments pursuant to the provisions of the Condominium Act.
- (i) Condominium Act: Chapter 183A of the Massachusetts General as the same may from time to time be amended to apply to this Condominium.
- (j) Condominium Instruments: The Master Deed, Declaration of Trust, survey maps and plans recorded and filed pursuant to the provisions of the Condominium Act. Any exhibit, schedule or certification accompanying a Condominium Instrument and recorded or filed simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law any amendment or certification of any Condominium Instrument shall, from the time of the recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument.
- (k) Declarant: Stoney Brook Mill Associates Limited Partnership, a Connecticut Limited Partnership.
- (l) Expenses: Special Expenses and Common Expenses, each of which is separately defined as follows:
- (i) Common Expenses: (1) Expenses of administration, maintenance, repair or replacement of the Common Areas; (2)

Expenses declared to be Common Expenses by the Condominium Instruments or by the Condominium Act; (3) Expenses agreed upon as Common Expenses by the Trust; (4) Reasonable reserves, whether held in trust or by the Trust, for repair, replacement or addition to the Common Areas or any other real or personal property acquired or held by the Trust, after a proper vote in accordance with Chapter 183A of Massachusetts General Laws.

(ii) Special Expenses: Expenses for Special Services, Expenses attributable to a specific Unit or Units that are not Common Expenses, and Expenses for administration, maintenance, repair or replacement of the Exclusive Easements that the Condominium Instruments exclude from Common Expenses.

(m) Improvements: Any construction or facilities existing or to be constructed on the land included in the Condominium, such as Structures, paving, utility wires or pipes, or light poles.

(n) Exclusive Easements. Those Common Areas designated in this Master Deed, or designated in the manner provided in this Master Deed, as reserved for the use of a certain Unit or Units to the exclusion of other Units. Such Unit shall have an appurtenant easement over such Common Areas for the uses for which they are designed. The easement shall be a part of the Unit.

(o) Majority or Majority of Unit Owners or Mortgagees: The owners of more than 50% of the Voting Power in the Trust, which shall be equal to the percentage in aggregate interest of the undivided ownership of the Common Areas shown on Schedule A. Any specified percentage, portion or fraction of Unit Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such Voting Power.

(p) Manager: A person, firm or corporation employed or engaged to perform management services for the Condominium and the Trust.

(q) Master Deed: This document.

(r) Notice and Comment: The right of a Unit Owner to receive notice of action proposed to be taken by or on behalf of the Trust, and the right to comment thereon. These provisions are set forth in Article 5.30 of the Declaration of Trust.

(s) Notice and Hearing: The right of a Unit Owner to receive notice of action proposed to be taken by or on behalf of the Trust, and the right to be heard thereon. These provisions are set forth in Article 5.31 of the Declaration of Trust.

(t) Person: An individual, corporation, partnership, trust, trustee or other entity capable of holding an interest in real property or any combination thereof.

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(u) Plans: The floor plans referred to in Section 1.1 and described in Article IX.

(v) Property: The land, all Structures, all Improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions of the Condominium Act by this Master Deed.

(w) Rules: Rules for the use of Units and Common Areas and for the conduct of Persons within the Condominium, made and promulgated by the Trustees pursuant to the Bylaws and set forth in Schedule D which is attached to the Master Deed and incorporated herein.

(x) Special Charge: See Charges.

(y) Special Expenses: See Expenses.

(z) Special Services: Work, material or services provided or performed by the Trust for specific Unit Owners for the benefit of specific Units or classes or groups of Units, other than the Services described in the Condominium Instruments to be provided to all units, whether upon request, on an emergency basis or pursuant to the Declaration or Bylaws or which are designated as a Special Service by the Trustees.

(aa) Trust: The Mill at Stoney Brook Trust, a business trust organized under the laws of the Commonwealth of Massachusetts. It is the organization of Unit Owners acting as a group in accordance with the Condominium Instruments, pursuant to the Trust.

(bb) Trustees: The Trustees of the Trust. The Trustees shall be natural persons elected by the Unit Owners to direct the operation of the Condominium.

(cc) Unit: A part of the condominium including one or more rooms with appurtenant areas such as balconies, terraces and storage lockers if any are stipulated in the master deed as being owned by the Unit Owner, occupying one or more floors or a part or parts thereof, including the enclosed space therein, intended for any type of use, and with a direct exit to a street or way or to a common area leading to a street or way. Each Unit is shown on the Plans, and is identified on Schedule A. EXCLUDED from a Unit, however, are all spaces and improvements lying outside the plane of the studs and framing of the perimeter walls, and the unfinished outer surfaces of the interior trim, the unfinished outer surfaces of the fireplaces, and the unfinished outer surfaces of the thresholds along perimeter walls and floors; and the unfinished inner surfaces of windows and perimeter doors, and below the undecorated and/or unfinished upper surfaces of the floors; and above the unfinished lower surfaces of the ceiling beams and rafters and closed fireplace dampers; and FURTHER EXCLUDING all spaces and improvements lying beneath the outermost unfinished planes of all interior bearing stud surfaces of interior bearing walls and bearing partitions, and partition walls between separate Units; and FURTHER EXCLUDING all chutes, pipes, flues, ducts,

wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units or Common Areas. EACH UNIT SHALL INCLUDE the spaces (and the Improvements within such spaces) containing space heating and heat pumps, water heating and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surfaces of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous. Storm windows and storm doors, if any, are the personal property of the Unit Owner. If this definition is consistent with the plans, this definition shall prevail. It is hereby understood that all 28 garages contained in Garage Buildings A through E shall be considered a unit for purposes of this Master Deed, Bylaws, and Declaration.

(dd) Unit Owner/Garage Unit Owner: The Person or Persons owning a Unit or Garage Unit and an undivided interest in Common Areas specified and established in this Master Deed, and the heirs, executors, administrators, successors and assigns of such Person or Persons, and a mortgagee or lien holder holding both legal and equitable title.

(ee) Garage Unit: A building or portion of a building situated on the property designed for the parking of motor vehicles and for miscellaneous storage. It is hereby understood that all garages contained in Buildings A through E shall be considered Garage Units for purposes of this Master Deed, Bylaws, and Declaration. Garage Units are more fully described in Article V, Section 5.2.

(ff) Vote or Voting Power: See Majority.

ARTICLE III
NAME OF CONDOMINIUM

Section 3.1. The name of the condominium is THE MILL AT STONEY BROOK.

ARTICLE IV
DESCRIPTION OF THE LAND

Section 4.1. The land in the Town of South Hadley, Massachusetts, on which the Buildings and Improvements are located is described in Schedule B.

ARTICLE V
DESCRIPTION OF BUILDINGS

Section 5.1. The Mill at Stoney Brook consists of one residential building consisting of two sections described as follows:

The larger section is a four (4) story brick masonry building consisting of wood, brick, steel, glass, and concrete containing 24 residential Units.

The smaller section is a two (2) story wood frame building containing 5 residential Units.

Section 5.2. Garage Units are wood frame construction with asphalt shingle roofs on concrete slabs. Each garage unit has an overhead manually operated garage door and overhead storage accessed by a fold-down

stairway. The Garages are located in five separate buildings as follows:

Building A	6 Garage Units
Building B	5 Garage Units
Building C	4 Garage Units
Building D	2 Garage Units
Building E	11 Garage Units

ARTICLE VI
DESCRIPTION OF UNITS AND GARAGES

Section 6.1. A general description of each Unit (including its designation, location, approximate area, number of rooms, immediate Common Area to which it has access and other data necessary for its proper identification) and a similar description of each Garage building and units are set forth in subsection 2.1(cc) and (ee), Schedule A, Schedule B and the Plans, and Schedule C.

ARTICLE VII
DESCRIPTION OF COMMON AREAS

Section 7.1. Common Areas: The Common Areas include all Property other than Units, and shall include without limitations all the elements and improvements listed in the definition of "Common areas and facilities" under Section 1 of Chapter 183A of the Massachusetts General Laws.

Section 7.2. Exclusive Easements. The following are Exclusive Easements: (a) Certain Common Areas assigned to less than all the Units shown on the Plans; (b) Except as otherwise designated on the Plans, any chute, pipe, flue, duct, wire, conduit, bearing wall, beam, column or any other fixture lying partially within and partially outside the designated boundaries of a Unit, serving only that Unit is an Exclusive Easement allocated to that unit; (c) The structure of door steps, stoops, entryways, porches, balconies, terraces, patios, and the shutters, awnings, window boxes, mailboxes, name registries, all corridor doors, all doors between two Units and windows or other fixtures and hardware and trim associated with such fixtures, designed to serve a single Unit are Exclusive Easements allocated to that Unit.

Section 7.3. Proportionate Interest. The proportionate interest of each Unit in the Common Areas is described on Schedule A.

ARTICLE VIII
PERCENTAGES OF UNDIVIDED INTERESTS

Section 8.1. The percentages of undivided interests in the Common Areas appertaining to each Unit and Garage are set forth in Schedule A. These percentages are based on the approximate relation that the fair value of each Unit at the date of this Master Deed bears to the aggregate fair value of all the Units having an interest in the Common Areas, as shown on the Plans. The total percentage of the undivided interests of all of the Units equals 100.

ARTICLE IX
FLOOR PLANS

Section 9.1. A set of the floor plans of the building or buildings, showing the layout, location, unit numbers and dimensions of the units, stating the name of the building or that it has not a name, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans fully and accurately depict the layout location, unit number and dimensions of the units as built, are attached to this Master Deed and filed herewith in the Registry of Deeds of Hampshire County.

Said plans are entitled: The Mill at Stoney Brook, Floor Plan-Levels 1 through 5, Townhouse Units, Garages Buildings 1-4, and Garages Lower Level. Page 1 through 14.

ARTICLE X
PURPOSES AND RESTRICTIONS

The purposes for which the buildings and the Units are intended to be used are as follows and the restrictions, if any, as to their use are as follows:

Section 10.1. Purposes. The two dwelling buildings and each of the Residential Units are intended to be used for residential dwelling purposes, and such professional pursuits as do not involve regular visits by the public, and other uses accessory to residential dwelling use.

Garage Units are intended for the use of motor vehicles and miscellaneous household storage.

Notwithstanding the provisions of this Article, the Declarant may use unsold units for purposes of construction, selling, display, management, and office purposes, and may let or lease such Units that have not been sold—pursuant to its reservations in Article XXI until the last Unit is sold.

Section 10.2. Restrictions. The Restrictions on the use of the building and the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Trust, the ByLaws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) No Unit shall be rented, let, leased, or licensed for use or occupancy by other than the owners thereof, their spouses and/or their children for a term of less than twelve months and any such lease or use and occupancy agreement shall apply to the entire Unit and not to be a portion thereof and shall specifically provide that the lease shall be subject in all respects to the provisions of the Trust, the ByLaws set forth therein and the Rules promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of such documents shall constitute a default under such lease, provided, however, that the restrictions of this subsection 10.2(b) shall not apply to any institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

(c) Any lease of a Unit shall be consistent with the Master Deed and Bylaws. The Trustees shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of failure by the tenant to perform any obligation in the Condominium Instruments and Rules. Each tenant of a Unit shall be deemed to have attorned to the Trustee as landlord under the lease with respect to enforcement of any provision of the Condominium Instruments and Rules, provided that no enforcement proceedings shall be undertaken against a tenant by the Trustees without prior notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any default or to enforce the provision, before the Trustees will proceed with enforcement proceedings.

ARTICLE XI
EXPENSES AND CHARGES, LIEN FOR SPECIAL CHARGES

Section 11.1. Common Expenses. To the extent attributable to Common Areas and administration of the Condominium and the Trust, funds for the payment of current expenses, and for the creation of reserves for the payment of future expenses and for certain improvements, replacements and additions, shall be Common Expenses and shall be obtained by assessments against the Unit Owners in proportion to their percentage interests in the Common Areas.

Section 11.2. Special Expenses. Funds for the payment of Special Expenses shall be obtained by assessment of Special Charges against the Unit Owner to whom they are attributable. If Special Charges are unpaid they shall constitute a charge on the Unit in favor of the Trust for the benefit of all the Unit Owners and shall be a continuing lien

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upon the Unit against which such special charge is assessed, which lien shall exist from the date of such assessment until paid. Such liens shall be enforced as a deed restriction pursuant to Chapter 184, Sections 26 et seq. of the Massachusetts General Laws. The lien shall bind such Unit in the hands of the Unit Owner, his successors, heirs, devisees, personal representatives and assigns and shall exist from the due date of the assessment, except that (a) a mortgagee or purchaser at a foreclosure sale shall not be liable for and such property shall not be subject to a lien for payment of a Special Charge assessed prior to foreclosure, (b) said Unit Owner and his heirs, successors, devisees, personal representatives and assigns who acquire such property and have obtained a certificate of payment of assessments pursuant to Section 5.4(9) of the Bylaws shall not be liable for any unpaid amount in excess of the amount set forth therein, and (c) the lien shall be junior to any lien for Common Charges and any lien senior to the lien for Common Charges, and (d) if there is more than one lien for Special Charges on the same Unit, all such liens for Special Charges shall be of equal priority. The proceeds of assessments for Special Charges may be commingled with other funds held by the Trust, but shall be accounted for separately from Common Charges on a unit by unit basis and shall not constitute common profits except to the extent that such Special Charges represent (i) fines, penalties and liquidated Special Charges imposed against individual Unit Owners for breaches of Trust Rules and (ii) interest in late charges attributable to delinquent charges. Any proceeds of assessments for Special Charges remaining after the payment of Special Expenses, except such proceeds as are included in Common Profits, shall be credited to future Special Charges applicable to a Unit or shall be repaid to the owner of such Unit at the option of such Unit Owner.

Section 11.3. Lien. There shall be a lien for unpaid Common Charges pursuant to the Condominium Act.

ARTICLE XII COMMON PROFITS

Section 12.1. Common Profits shall (a) be distributed among the Unit Owners according to the percentages of the undivided interests in the Common Areas, or (b) be credited to their Common Charges according to the stated percentage, or (c) be used for any other purpose as the Trust decides in accordance with Section 6(a) of Chapter 183A of the Massachusetts General Laws.

ARTICLE XIII AMENDMENT

This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the Common Areas and (b) signed and acknowledged by a majority of the Trustees of Stoney Brook Mill Trust, hereinafter referred to. An amendment shall become effective

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when duly recorded with Hampshire County Registry of Deeds, provided, that:

Section 13.1. Affecting Individual Units. 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 contemplated to be altered thereby;

Section 13.2. Approval by Mortgagees. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder;

Section 13.3. Change of Percentage Interests. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Schedule A shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed; and,

Section 13.4. Inconsistent with Law. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

Section 13.5. Meeting. This Master Deed shall be amended only following a meeting of the Trust duly called for such purpose, following written notice to all Unit Owners and to their mortgagees appearing on the records of the Trust.

Section 13.6. Special Articles. Article XXI may not be amended without the consent of the Declarant, and Article XXIII may not be amended without the consent of all mortgagees of record, so long as Declarant owns at least one unit.

ARTICLE XIV TRUST

Section 14.1. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Mill at Stoney Brook Trust under Declaration of Trust dated the same date as this Master Deed and recorded herewith. The original and present Trustee thereof is Robert Wheeler (hereinafter sometimes referred to as "Trustees"). The Trustees have enacted ByLaws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts. It is hereby specifically understood that the terms of the Trust, Bylaws, and Rules and Regulations are incorporated herein.

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ARTICLE XV
POWER OF ATTORNEY TO TRUSTEES

Section 15.1. Each Unit Owner by the acceptance of a deed or by the exercise of any incident of ownership, grants to the Persons who shall, from time to time, constitute the Trustees an irrevocable power of attorney, coupled with an interest, (a) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or judicial sale, in the name of the Trust or its designees, corporate or otherwise, on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired, (c) to sublease any Unit leased by the Trust and (d) to negotiate and enter into contracts and agreements, in the name of the Trust, the Trustees, the designee of the foregoing (corporate or otherwise) or the Unit Owners, for the supply of water, electricity, gas and other utilities to the Condominium.

ARTICLE XVI
PERSONS AND UNITS SUBJECT TO CONDOMINIUM INSTRUMENTS

Section 16.1. Compliance with Condominium Instruments. All present and future Unit Owners, tenants, mortgagees and occupants of Units shall be subject to and shall comply with the provisions of the Condominium Instruments as they now exist and as they may be amended from time to time. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit shall constitute agreement that the provisions of such Condominium Instruments are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit as though the provisions of this Section had been recited and stipulated at length in each and every deed, conveyance or lease thereof.

Section 16.2. Promulgation of Rules. The Trustees may promulgate Rules regarding the use and occupancy of Units, Common Areas, and Exclusive Easements and the activities of occupants therein.

ARTICLE XVII
TERMINATION

Section 17.1. Procedures for Removal from the Act. The Unit Owners may remove the Property from the provisions of the Condominium Act and of the Condominium Instruments, by an instrument to that effect, recorded and containing the signatures of 90% of the Unit Owners, provided the holders of all liens affecting any of the Units consent thereto or agree in either case by recorded instruments that their liens be transferred to an undivided interest in the Property.

Section 17.2. Tenants in Common After Removal. Upon the removal of the Property from the provisions of the Condominium Act and the Condominium Instruments, the Unit Owners shall be deemed to own the Property as tenants in common, with undivided interests in the same percentages as the undivided interests previously owned by each in the Common Areas.

Section 17.3. Resubmission. The removal provided for in this Article shall not bar the subsequent resubmission of the Property to the provisions of the Condominium Act.

Section 17.4. Renewal and Reconstruction. The Owners representing an aggregate ownership interest of ninety percent (90%), or more, of the Common Areas may agree that the Condominium Units are obsolete and adopt a plan for the renewal and reconstruction, which plan shall have the approval or consent of at least ninety (90%) of the first Mortgagees (based upon one vote for each first Mortgage owned) and of Declarant so long as it holds title to any Condominium Unit. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, then the expenses thereof shall be payable by all of the Owners as common expenses; provided, however, that an Owner not a party to such a plan for renewal or reconstruction may give written notice to the Trust within fifteen (15) days after the adoption of such plan that his or its Condominium Unit shall be purchased by the Trust for the fair market value thereof. The Trust shall then have fifteen (15) days within which to cancel such plan. If such plan is not cancelled then the Condominium Unit shall be purchased by the Trust according to the following procedures. If such Owner and the Trust can agree on the fair market value thereof, then such sale shall be consummated within (30) days thereafter. If the parties are unable to agree, the date when either party notified the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned in this subparagraph shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent appraiser. If either party fails to make such a nomination, the appraiser nominated shall within (5) days after default by the other party appoint and associate with him another independent appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another independent appraiser to be a mediator between them, if they can agree on such person. If they are unable to agree upon such mediator, then each appraiser previously appointed shall nominate two independent appraisers and from the names of the two persons so nominated one shall be selected by any judge of any court of record in Massachusetts and the name selected shall be such mediator. The nominations from whom the mediator is to be selected shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the mediator, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Trust and the Owner. The sale shall be consummated within fifteen (15) days thereafter and the Trust, as attorney-in-fact shall, disburse such proceeds first to mortgagees of record, and then to junior encumbrances of record and then to owners

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in proportion to their percentage interest in Common Areas, plus the approved value of fixtures installation and improvements added in addition to the standard elements appearing on the plans in the building officials' office of the Town in which the Condominium is located.

Section 17.5. Obsolescence and Sale. The Owners representing an aggregate ownership interest of ninety percent (90%), or more of the Common Areas may agree that the Condominium Units are obsolete and that the same should be sold. Such plan (agreement must have the unanimous approval or consent of every lienholder and of Declarant so long as it holds title to a Condominium Unit. In such instance, the Trust, shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Trust's president and secretary, the entire Property shall be sold by the Trust, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in the Condominium Instruments. The sale proceeds shall be apportioned between the Owners on the basis of each Owner's percentage interest in the Common Areas and additional interest in value of improvements to the units as may appear and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Trust, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Trust, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another for the same purposes and in the same order as is provided in Section 17.4. Unit owners not agreeing to such sale shall have the rights of dissenting unit owners set forth in Section 17 and 18 of Chapter 183A of the Massachusetts General Laws.

ARTICLE XVIII
ENCROACHMENTS AND EASEMENTS

Section 18.1. Encroachments. If any portion of the Common Areas encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building or alterations or repairs of the Common Areas made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such building shall stand.

Section 18.2. Reconstruction. If any part of the Condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized by the Condominium Act, encroachment of any Unit on any Common Areas, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance of them shall exist so long as the Building stands.

Section 18.3. Easement for Service Facilities. Each Unit Owner shall have an easement in common with all other Unit Owners for access to and to use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like facilities located in any of the other Units or in the Common Areas and serving his Unit. Each Unit and the Common Areas shall be subject to an easement in favor of other Unit Owners for access to and to use the pipes, ducts, cables, wires, flues, conduits, utility lines, sewer lines and other facilities serving other Units or the Common Areas and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Areas as may be necessary for the quiet enjoyment of such Unit. If such access rights must be exercised for purposes of repair or replacement, such rights shall be exercised by the Trust, which shall perform such repair or replacement, and the charge therefore shall either be a Special Charge or Common Charge in accordance with the Condominium Instruments. All Exclusive Easements shall be subject to an easement in favor of each unit for purposes of a reasonable access to portions of such unit or the appurtenances thereof where reasonable access only exists by passing through such Exclusive Easements. The Trustees shall have the right of reasonable access to each Unit, and the Common Areas adjacent thereto or elsewhere in the building, to inspect, maintain, repair or replace the foregoing fixtures. Each unit owner shall have an exclusive easement to their heat pumps.

ARTICLE XIX
ALTERATIONS, ARCHITECTURAL APPROVAL

Section 19.1. Exterior Changes. In order to preserve the architectural integrity of the Building and the Units without modification, and without limiting the generality hereof, no porch, balcony, greenhouse, terrace, patio, shutter, awning, window box, mail box, screen, antenna, 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 Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine. Units 10, 11, 12, 13, 14, 15, 16, 17, and 18 shall have Levelor window treatments. Other windows shall have standard white linings for draperies.

Section 19.2. Interior Changes. The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Article hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior nonbearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications

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which have been submitted to and approved by the Trustees pursuant to such standards and procedures as may be adopted by the Trustees, which approval shall not be unreasonably withheld or delayed.

Section 19.3. Covenants Committee. The administrator of this Article may be delegated to a Committee of Unit Owners (who need not be Trustees) by resolution of the Trustees. The Committee may have the power of reviewing and inspecting changes and noting violations of this article and other restrictions, holding hearings and recommending action to the Trustees after marking findings of fact.

Section 19.4. Improvements; Costs. The Unit Owners may make provision for improvements and the payment of expenses thereof in accordance with Section 18 of the Condominium Act and Section 5.4 of the Bylaws of The Mill at Stoney Brook Trust which are attached hereto and incorporated by reference herein.

ARTICLE XX NO SEVERANCE OF OWNERSHIP

Section 20.1. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Condominium Act.

ARTICLE XXI DECLARANT'S RIGHTS RESERVED

Section 21.1. Models. As long as the Declarant is a Unit Owner the Declarant and its duly authorized agents, representatives and employees may maintain as model units and/or sales offices any Unit or Units owned by the Declarant. The Declarant reserves the right to remove all fixtures, equipment, furnishings, materials and supplies used in connection with such sales office and/or model Units.

Section 21.2. Construction. The Declarant reserves the right to perform such warranty work and repairs and construction work in any unit and to store materials in secure areas in unsold Units and Common Areas as are contemplated in the development, marketing and management during such development or as may be required by law, or pursuant to a contract agreement between the Declarant and a Contract purchaser of a Unit or a Unit Owner, or as Declarant may deem necessary to make the improvements conform to the condominium documents; and the further right to control all such work and repairs and the right of access thereto, until its completion all such work may be performed by the Declarant without the consent or approval of the Trustees.

Section 21.3. Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Areas to promote sales of Units, and to conduct general sales activities, in such manner as will not unreasonably disturb the rights of Unit Owners.

Section 21.4. Actions Detrimental to Sales. So long as the Declarant owns one Unit for sale in the ordinary course of business, no action may be taken by the Trust that would be detrimental to the sales of Units by the Declarant without written agreement thereto by the Declarant; provided that an increase in assessments for Common Expenses or imposition of any special assessment without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units.

Section 21.5. Management Personal Property. The Declarant reserves the right to retain all personal property and equipment used in management and maintenance of the premises, which shall not be deemed or represented as property of the Trust.

ARTICLE XXII CONDEMNATION

Section 22.1. Without Effect on Units. If part of the Condominium is taken or condemned by any authority having the power of eminent domain, such that no Unit, nor Exclusive Easements appurtenant thereto is taken, all compensation and damages for and on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Unit Owners and mortgagees according to the loss or damages to their respective interests in such Common Areas. The Trust, acting through the Trustees, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation on the right of the Unit Owners to represent their own interests. Nothing herein prevents Unit Owners whose Units are specially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages relating to Common Areas. If the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between the affected Unit Owners and the Trust as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 22.2. With Effect on Units. If part or all of the Condominium is taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Exclusive Easements assigned to any Unit) is taken, the Trust may act on behalf of the Unit Owners with respect to Common Areas as in Section 22.1 and the proceeds shall be payable as outlined therein. The Unit

Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed first to restore the Units and common buildings or Improvements on the remaining land of the Condominium in the same manner as provided for restoration under the Bylaws to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the Bylaws. If (a) the Trustees determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and (b) after a Vote, fewer than seventy-five percent (75%) of the Unit Owners and holders of first mortgages encumbering seventy-five percent (75%) of the undivided interest in the Common Areas subject to mortgages accept an alternative plan, then the Trust shall submit the issue to arbitration in accordance with the Rules of the American Arbitration for remedies with respect to the continued existence or reform of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XXIII
MORTGAGE PROTECTION

Section 23.1. Abandonment, Termination of Professional Management. The prior written approval of each first mortgagee will be required for the following:

- (a) The abandonment or termination, by act or omission, of the condominium regime or the Property, except for abandonment or termination provided by law or in the case of substantial destruction by fire or other casualty as is otherwise provided in Paragraph 5.5 of The Mill at Stoney Brook Trust or in the case of taking by condemnation or eminent domain;
- (b) The effectuation of any decision by the Trust to terminate professional management and assume self-management of the Condominium Property.

Section 23.2. Condemnation. If any Condominium Unit or portion thereof or the Common Areas or Exclusive Easements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding then the holder of any first mortgage will be entitled to timely written notice of any such proceeding or proposed acquisition.

Section 23.3. Notice of Damage. In the event of substantial damage to or destruction of any Unit or portion thereof or any part of the Common Areas, then the holder of any first mortgage will be entitled to timely written notice of any such damage or destruction.

Section 23.4. Limitation on Trust's Authority. Notwithstanding the above, unless at least seventy-five percent (75%) of the first mortgagees of the Condominium Units (based upon one vote for each first mortgage owned or held) or Owners (including Declarant) have given their prior written approval, the Trust shall not be empowered or entitled to:

(1) partition or subdivide any of the Condominium Units; or change the boundaries of any Unit, change the Allocation of Exclusive Easements appertaining thereto.

(2) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (excluding the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas);

(3) use hazard insurance proceeds for loss to the improvements for other than repair, replacement or reconstruction of such improvements, except as otherwise provided in Paragraph 5.5 of The Mill at Stoney Brook Trust in the case of substantial loss to the Property, or

(4) change the pro-rata interest or obligation of any individual Condominium Unit for the purpose of title levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards.

Section 23.5. Notices. An institutional first mortgage lender, upon request to the Trustees, will be entitled to:

(1) written notification from the Trustees of the Mill at Stoney Brook Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of Mill at Stoney Brook Trust which is not cured within sixty (60) days;

(2) inspect the books and records of the Mill at Stoney Brook Trust during normal business hours;

(3) receive an annual financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust;

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

Section 23.6. Professional Management. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

Section 23.7. Compliance with Secondary Mortgage Market Institutions. The Declarant intends that the provisions of this Section comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as provided in Article XXI hereof, all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE XXIV
CONFLICTS

Section 24.1. Conflicts - Construction. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Trust, then the following rules of construction shall be used:

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

(2) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed;

(3) In the event of a conflict between any numerical voting requirements for action set forth in Article XIII hereof and any such requirements set forth in any other provision of this Master Deed or Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(4) In the event of any conflict other than as set forth in Subsection 3 between the provisions of Article XIII hereof and any other provisions of this Master Deed or Condominium Trust, the provisions of Article XXIV shall control.

ARTICLE XXV
MISCELLANEOUS

Section 25.1. Captions: The captions contained in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Condominium Instruments nor the intent of any provision thereof.

Section 25.2. Gender: The use of the masculine gender shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context of the Condominium Instruments so require.

Section 25.3. Waiver: No provision contained in the Condominium Instruments shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 25.4. Invalidity: The invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Condominium Instruments shall continue in full force and effect.

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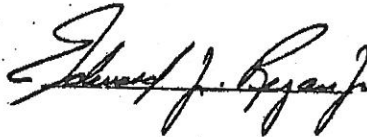
Section 25.5. Execution of Documents: The president or secretary of the Trust is responsible for preparing, executing, filing, and recording amendments to the Condominium Instruments.

Section 25.6. Declarants Rights: All rights of the Declarant under the Master Deed shall be exercisable by Declarants' successors in title and mortgagees.

In Witness Whereof, the Declarant has caused this Master Deed to be signed and sealed this 29th day of July, 1983.

Signed, Sealed and Delivered
in the Presence of:

STONEY BROOK MILL ASSOCIATES
LIMITED PARTNERSHIP
by its General Partner Munro Jennings & Coig



By Robert Wheeler L.S.
its partner

COMMONWEALTH OF MASSACHUSETTS

Hampshire ss.

_____, 1983

Then personally appeared the above-named Robert Wheeler as aforesaid, and acknowledged the foregoing to be the free act and deed of Stoney Brook Mill Associates Limited Partnership, before me.

Edward J. Ryan Jr.
Notary Public
My Commission Expires: Feb. 17, 1987

2376-276

SCHEDULE A

THE MILL AT STONEY BROOK

Residential
Unit Designation

% of Proportionate
Undivided Interest in the
Common Areas and Facilities

1	3.41
2	2.81
3	3.39
4	5.14
5	2.81
6	3.41
7	3.31
8	3.42
9	2.91
10	2.52
11	2.70
12	3.06
13	3.09
14	3.09
15	3.02
16	2.85
17	3.06
18	3.39
19	3.46
20	2.86
21	2.73
22	2.39
23	6.34
24	2.93
25	3.41
26	2.94
27	3.66
28	3.56
29	<u>3.96</u>
	95.68

Residential
Garages

28 (.1543 per garage unit)

4.32
100.00

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SCHEDULE B
DESCRIPTION OF THE LAND
SEE FOLLOWING PAGE

No
Diagram of
land
see 250
281

2245-150
2376-278

SCHEDULE B

DESCRIPTION OF THE LAND

A certain piece or parcel of land situated in the Town of South Hadley, Hampshire County, Massachusetts, bounded and described as follows:

Beginning at a point situated in the easterly line of College Street, Route 116, South Hadley, Hampshire County, Massachusetts, said point being the northwesterly corner of land now or formerly of the Town of South Hadley and the southwesterly corner of the parcel herein described; thence running,

- N 27° 04' 14" E Along the easterly line of College Street, a distance of 164.23 feet to a point; thence
- N 30° 42' 16" E Along the easterly line of College Street, a distance of 347.66 feet to a point at land now or formerly of Francis & Dorena Conti; thence
- S 59° 45' 00" E Along land of Conti and land now or formerly of Steven & Dorothy Lamb a distance of 346.07 feet, more or less, to a point at land of the Town of South Hadley; thence
- S 58° 00' 00" W Along land of the Town of South Hadley, a distance of 150.37 feet to a point; thence
- S 70° 00' 00" W Along land of the Town of South Hadley, a distance of 110.00 feet to a point; thence
- S 02° 30' 00" E Along land of the Town of South Hadley, a distance of 31.62 feet to a point; thence
- S 57° 55' 00" W Along land of the Town of South Hadley, a distance of 171.11 feet to a point; thence
- S 21° 20' 00" W Along land of the Town of South Hadley, a distance of 82.22 feet to a point; thence
- N 68° 14' 26" W Along land of the Town of South Hadley, a distance of 136.12 feet to a point situated in the easterly line of College Street, the point of beginning.

The above described parcel of land contains 2.5072 Acres all as shown on a plan made by DURKEE, WHITE, TOWNE & CHAPDELAIN, Civil Engineers & Land Surveyors, 356 Front Street, Chicopee, Mass. 01013, drawing #106-6213, Sheet 7, dated September 16, 1981.

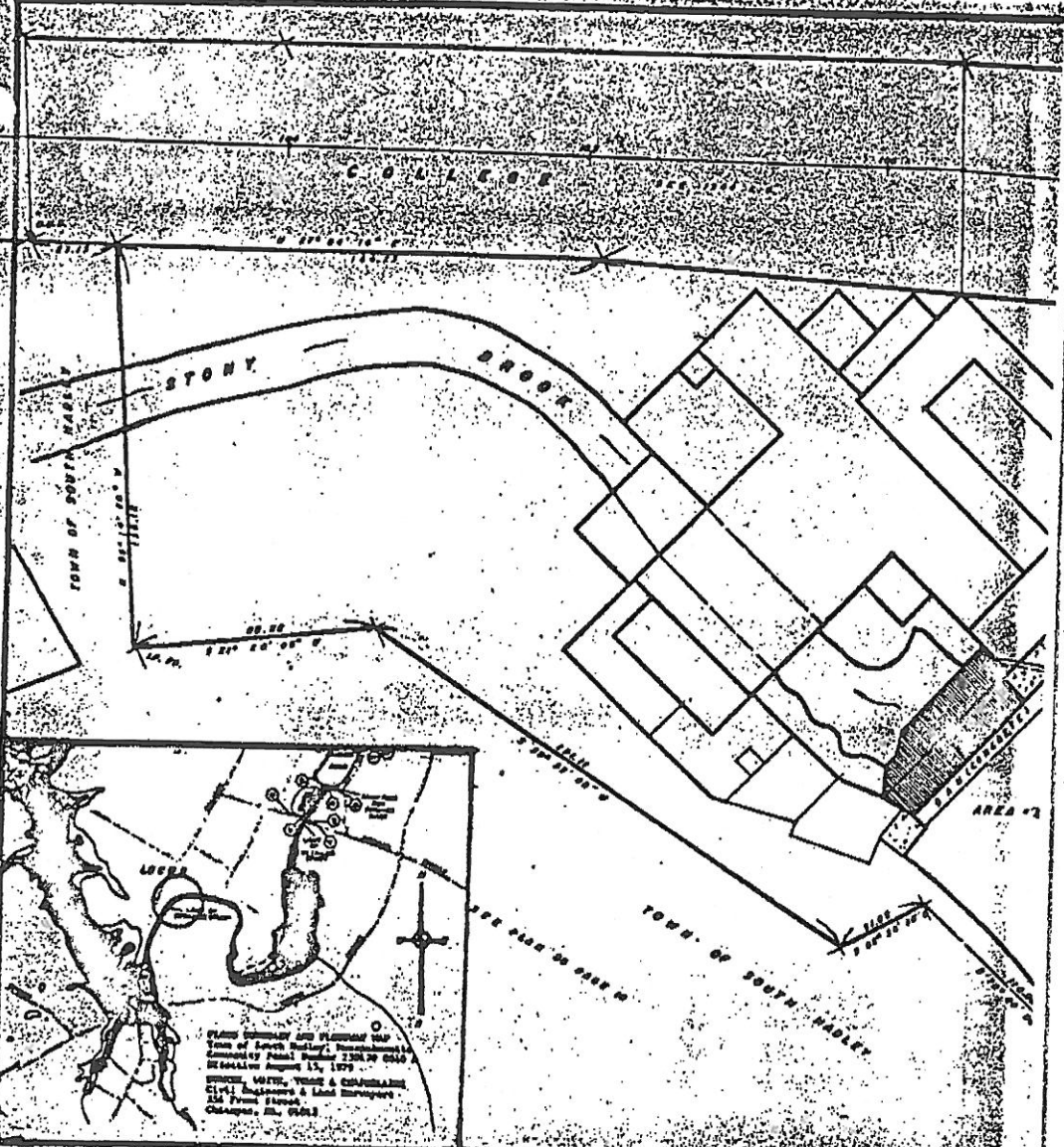
2376-279

Schedule B

SAMPLE FLOOR PLANS FOR EACH UNIT

NOTE: Certified plans showing unit dimensions, floor area, and location of each unit, the location and approximate dimensions of the Exclusive Easements and Common Area, and other information will be filed in the office of the County upon Declaration.

2376-280



PLAT NUMBER AND PLANNED MAP
 Town of South Hadley, Massachusetts
 Commissioned Final Order 23029 0243
 Resolution August 17, 1979
 EDWARD H. CHAPORLAINE, ENGINEER
 Civil Engineers & Land Surveyors
 236 Front Street
 Chicago, Ill. 60611

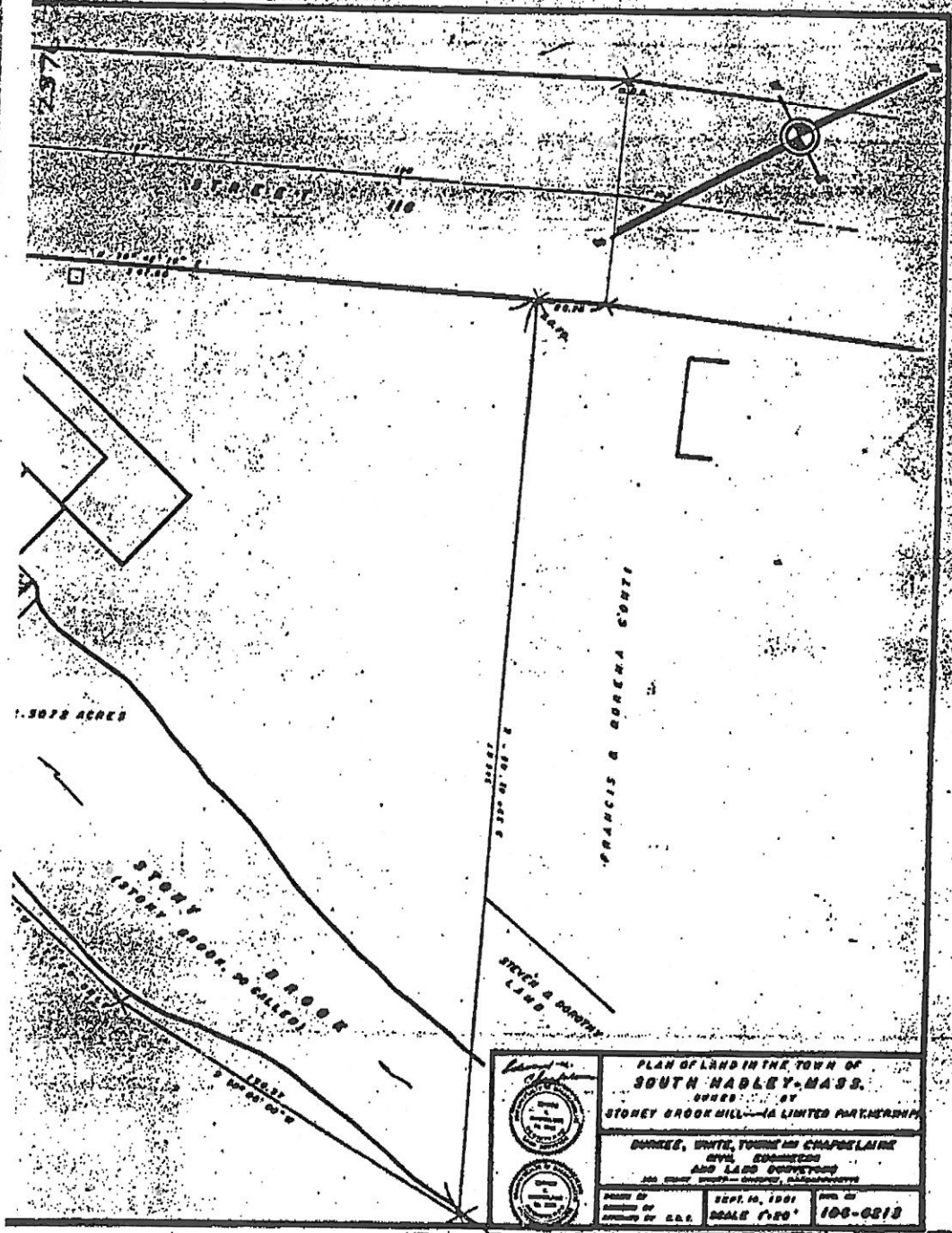
2376-280


I CERTIFY THAT THIS PLAN WAS
 MADE IN ACCORDANCE WITH THE RULES
 AND REGULATIONS OF THE REGISTRAR
 OF DEEDS.
 SIGNED Edward H. Chaporlaine
 EDWARD H. CHAPORLAINE



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON
 THIS PLAN ARE THE LINES OWNING EXISTING BOUNDARIES,
 AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC
 OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND
 THAT NO NEW LINES OR DIVISION OF EXISTING BOUNDARIES OR
 PUBLIC WAYS ARE SHOWN.
 DATED SEPT. 22, 1991
 SIGNED Edward H. Chaporlaine
 EDWARD H. CHAPORLAINE P.L.S.

1897-1898 2376-281



		
<p>PLAN OF LAND IN THE TOWN OF SOUTH HADLEY, MASS. SUBDIVISION BY STONE BROOK HILL, A LIMITED PARTNERSHIP</p>		
<p>DUNKER, WHITE, THOMAS & CHAPPEL LAINE CIVIL ENGINEERS AND LAND SURVEYORS <small>100 STATE STREET - CHICAGO, ILL.</small></p>		
<p>MADE BY NUMBER OF COPIES OF P.L.S.</p>	<p>SEPT. 10, 1901 SCALE 1"=20'</p>	<p>PLAN NO. 100-0213</p>

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THE MILL AT STONEY BROOK
124 College Street
South Hadley, MA 01075

SCHEDULE C
UNIT DESCRIPTIONS

The following pages describe the 29 units at The Mill at Stoney Brook. In addition, each unit has an individual heat pump system including an air handler and compressor. Each unit includes an individual hot water heater. All units have access to common areas through common hallways. In addition, units 1, 2, 18, 25, 26, 27, 28, and 29 have access to common walkways and common driveways. All garages have access to common parking and common driveways.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 1
Unit Name Elm

Number of levels 2
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
with fireplace no
Dining Room _____
Family Room _____
with fireplace no
Den _____ no
Number of Closets 7
Basement _____ no

Level 1 _____ 2 x 3 _____ 4 _____
1 _____ 2 x 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 4 2 3 3 _____ 4 _____

Special Features: Combined Living room and Dining room

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C 2376
Unit # 2 283
Unit Name Maple

Number of levels 1
Number of Bedrooms 1
Number of full bathrooms 1
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
 with fireplace no
Dining Room _____
Family Room _____ no
 with fireplace no
Den _____ no
Number of Closets 3
Basement _____ no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 3 2 _____ 3 _____ 4 _____

Special Features: Combined Living room and Dining room area

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C
Unit # 3
Unit Name Oak

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____ no
 with fireplace no
Den _____ no
Number of Closets 7
Basement _____ no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: Wet Bar in Living Room, Sunken Living Room and Patio

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THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 4

Unit Name Walnut

Number of levels	<u>1</u>	Level	<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of Bedrooms	<u>2</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of full bathrooms	<u>2</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of half bathrooms	<u>1</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Full Kitchen			<u>1</u> x <u>2</u>
Living Room			<u>1</u> x <u>2</u>
with fireplace	<u>yes</u>		<u>1</u> x <u>2</u>
Dining Room			<u>1</u> x <u>2</u>
Family Room	<u>no</u>		<u>1</u> <u>2</u>
with fireplace	<u>no</u>		<u>1</u> <u>2</u>
Den	<u>no</u>		<u>1</u> <u>2</u>
Number of Closets	<u>5</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Basement	<u>no</u>		

Special Features: Two level Living Room, Wet Bar in Living Room, Patio and Step up Dining Room.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 5

Unit Name Ash

Number of levels	<u>1</u>	Level	<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of Bedrooms	<u>1</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of full bathrooms	<u>1</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Number of half bathrooms	<u>1</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Full Kitchen			<u>1</u> x <u>2</u>
Living Room			<u>1</u> x <u>2</u>
with fireplace	<u>yes</u>		<u>1</u> <u>2</u>
Dining Room			<u>1</u> <u>2</u>
Family Room	<u>no</u>		<u>1</u> <u>2</u>
with fireplace	<u>no</u>		<u>1</u> <u>2</u>
Den	<u>no</u>		<u>1</u> <u>2</u>
Number of Closets	<u>5</u>		<u>1</u> x <u>2</u> <u>3</u> <u>4</u>
Basement	<u>no</u>		

Special Features: Combined Living Room and Dining Room area.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C 2376
Unit # 6
Unit Name Fig

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____ no
with fireplace no
Den _____ no
Number of Closets 6
Basement _____ no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: Patio and split level Living Room.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C
Unit # 7
Unit Name Hemlock

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____
with fireplace no
Den _____ no
Number of Closets 3
Basement _____ no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: One full bath with tub and one full bath with stall shower. Combined Living Room and Dining Room.

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THE HILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 8

Unit Name Birch

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
 with fireplace no
Dining Room _____
Family Room _____
 with fireplace no
Den _____
 no
Number of Closets 6
Basement no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: Combined Living Room and Dining Room and a Patio.

THE HILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 9

Unit Name Willow

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____
 with fireplace no
Den _____
 no
Number of Closets 5
Basement no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: _____

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C 2376
 Unit # 10 287
 Unit Name Pine

Number of levels 2
 Number of Bedrooms 1
 Number of full bathrooms 1
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace _____
 Dining Room _____
 Family Room _____
 with fireplace no
 Den _____ no
 Number of Closets 2
 Basement _____ no

Level 1 _____ 2 x 3 _____ 4 _____
 1 _____ 2 x 3 _____ 4 _____
 1 _____ 2 x 3 _____ 4 _____
 1 _____ 2 x _____
 1 x 2 _____
 1 _____ 2 x _____
 1 _____ 2 _____
 1 _____ 2 _____
 1 _____ 2 x 3 _____ 4 _____

Special Features: Living Room has free standing woodstove rather than a fireplace,
Wet Bar in Living room and a Patio.

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C
 Unit # 11
 Unit Name Chestnut

Number of levels 3
 Number of Bedrooms 1
 Number of full bathrooms 1
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace yes
 Den _____ no
 Number of Closets 4
 Basement _____ no

Level 1 _____ 2 _____ 3 x 4 _____
 1 _____ 2 _____ 3 x 4 _____
 1 _____ 2 x 3 _____ 4 _____
 1 _____ 2 x _____
 1 _____ 2 x _____
 1 _____ 2 x _____
 1 x 2 _____
 1 _____ 2 _____
 1 1 2 1 3 2 4 _____

Special Features: A Loft Bedroom.

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 THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C

Unit # 12
 Unit Name Palm

Number of levels 4
 Number of Bedrooms 2
 Number of full bathrooms 2
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace yes
 Den _____ no
 Number of Closets 5
 Basement no

Level	1	2	3	4
			x	x
			x	x
		x		
		x		
		x		
	x			
	1	1	1	2

Special Features: Combined Living Room and Dining Room, Loft Bedrooms on Level 3, and Deck on Level 4.

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C

Unit # 13
 Unit Name Dogwood

Number of levels 4
 Number of Bedrooms 2
 Number of full bathrooms 2
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace yes
 Den _____ no
 Number of Closets 5
 Basement no

Level	1	2	3	4
			x	x
			x	x
		x		
		x		
		x		
	x			
	1	1	1	2

Special Features: Combined Living Room and Dining Room, Loft Bedroom on Level 3 and Deck on Level 4.

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C 2376
 Unit # 14
 Unit Name Larch

Number of levels	<u>4</u>	Level	1	2	3	4
Number of Bedrooms	<u>2</u>				x	x
Number of full bathrooms	<u>2</u>		1	2	3	4
Number of half bathrooms	<u>1</u>				x	
Full Kitchen			1	2		
Living Room			1	2		
with fireplace	<u>yes</u>					
Dining Room			1	2		
Family Room					x	
with fireplace	<u>yes</u>			2		
Den	<u>no</u>		1	2		
Number of Closets	<u>5</u>		1	1	3	1
Basement	<u>no</u>					2

Special Features: Combined Living Room and Dining Room, Loft Bedroom on Level 3 and Deck on Level 4.

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C
 Unit # 15
 Unit Name Aspen

Number of levels	<u>4</u>	Level	1	2	3	4
Number of Bedrooms	<u>2</u>				x	x
Number of full bathrooms	<u>2</u>		1	2	3	4
Number of half bathrooms	<u>0</u>					
Full Kitchen			1	2		
Living Room			1	2		
with fireplace	<u>yes</u>					
Dining Room			1	2		
Family Room					x	
with fireplace	<u>yes</u>			2		
Den	<u>no</u>		1	2		
Number of Closets	<u>5</u>		1	1	3	1
Basement	<u>no</u>					2

Special Features: Combined Living Room and Dining Room, Loft Bedroom on Level 3 and Deck on Level 4.

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THE HILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

SCHEDULE C

Unit # 16

Unit Name Rosewood

Number of Levels 4
 Number of Bedrooms 2
 Number of full bathrooms 2
 Number of half bathrooms 0
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace yes
 Den _____ no
 Number of Closets 4
 Basement no

Level	1	2	3	x	4	x	
	1	2	3	x	4	x	
	1	2	3		4		
	1	2	x				
	1	2	x				
	1	x	2				
	1	2					
	1	1	2	3	1	4	2

Special Features: Combined Living Room and Dining Room, Loft Bedroom on Level 3 and Deck on Level 4.

THE HILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 17

Unit Name Teak

Number of Levels 3
 Number of Bedrooms 2
 Number of full bathrooms 1
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace yes
 Den _____ no
 Number of Closets 4
 Basement no

Level	1	2	3	x	4		
	1	2	3	x	4		
	1	2	x	3	4		
	1	2	x				
	1	2	x				
	1	x	2				
	1	2					
	1	1	2	1	3	2	4

Special Features: Combined Living Room and Dining Room.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C 2374
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Unit # 18

Unit Name Tulip

Number of levels	3	Level	1	2	3	x	4		
Number of Bedrooms	2		1	2	3	x	4		
Number of full bathrooms	1		1	2	x	3	4		
Number of half bathrooms	1		1	2	x	3	4		
Full Kitchen			1	2	x				
Living Room			1	2	x				
with fireplace	yes								
Dining Room			1	x	2				
Family Room			1	2					
with fireplace	yes								
Den	no		1	2					
Number of Closets	6		1	1	2	2	3	3	4
Basement									
Special Features:	Entry Patio.								

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 19

Unit Name Locust

Number of levels	2	Level	1	x	2	x	3	4
Number of Bedrooms	2		1	x	2	x	3	4
Number of full bathrooms	2		1	2	3	4		
Number of half bathrooms	0		1	2	3	4		
Full Kitchen			1	x	2			
Living Room			1	x	2			
with fireplace	yes							
Dining Room			1	x	2			
Family Room	no		1	2				
with fireplace	no							
Den	no		1	2				
Number of Closets	6		1	4	2	2	3	4
Basement	no							
Special Features:	Combined Living Room and Dining Room, elevated Study in Level 2 Bedroom, and Deck on Level 2.							

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THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule A

Unit # 20

Unit Name Redwood

Number of levels 2
Number of Bedrooms 2
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____
 with fireplace no
Den _____ no
Number of Closets 6
Basement _____ no

Level 1 _____ 2 x 3 _____ 4 _____
1 _____ 2 x 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 4 2 2 3 _____ 4 _____

Special Features: Combined Living Room and Dining Room area.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 21

Unit Name Fir

Number of levels 2
Number of Bedrooms 1
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____
 with fireplace no
Den _____ no
Number of Closets 3
Basement _____ no

Level 1 _____ 2 x 3 _____ 4 _____
1 _____ 2 x 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 2 2 1 3 _____ 4 _____

Special Features: Combined Living Room and Dining Room area.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C 2574
Unit # 22 293

Unit Name Cherry

Number of levels 1
Number of Bedrooms 1
Number of full bathrooms 1
Number of half bathrooms 0
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____
 with fireplace no
Den no
Number of Closets 4
Basement no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 _____ 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 _____ 2 _____
1 x 2 _____ 3 _____ 4 _____

Special Features: Combined Living Room and Dining Room area.

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C
Unit # 23

Unit Name Cedar

Number of levels 1
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
 with fireplace yes
Dining Room _____
Family Room _____
 with fireplace no
Den yes
Number of Closets 8
Basement no

Level 1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____ 3 _____ 4 _____
1 x 2 _____
1 x 2 _____
1 _____ 2 _____
1 x 2 _____
1 8 2 _____ 3 _____ 4 _____

Special Features: Combined Living Room & Dining room, Pantry, Laundry Room, Deck, Large Foyer, Bedroom with Fireplace, Shower and Tub in Master Bathroom and a Cedar Closet.

2376-294
 THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C

Unit # 24
 Unit Name Mimosa

Number of levels 1
 Number of Bedrooms 2
 Number of full bathrooms 2
 Number of half bathrooms 0
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace no
 Den no
 Number of Closets 6
 Basement no

Level	1	2	3	4
	<u>x</u>			
	<u>x</u>			
	<u>x</u>			
	<u>x</u>			
	<u>6</u>	<u>2</u>	<u>3</u>	<u>4</u>

Special Features: Combined Living Room and Dining Room areas.

THE MILL AT STONEY BROOK
 124 College Street
 South Hadley, Massachusetts 01075

Schedule C

Unit # 25
 Unit Name Apple

Number of levels 3
 Number of Bedrooms 2
 Number of full bathrooms 1
 Number of half bathrooms 1
 Full Kitchen _____
 Living Room _____
 with fireplace yes
 Dining Room _____
 Family Room _____
 with fireplace no
 Den no
 Number of Closets 8
 Basement yes

Level	1	2	3	4
			<u>x</u>	
			<u>x</u>	
		<u>x</u>		
		<u>x</u>		
	<u>1</u>	<u>2</u>	<u>5</u>	<u>4</u>

Special Features: _____

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Unit # 26

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Unit Name Mahogany

Number of levels 3
Number of Bedrooms 1
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____
with fireplace no
Den _____ yes
Number of Closets 6
Basement _____ yes

Level 1 2 3 x 4
1 2 3 x 4
1 2 x 3 4
1 2 x
1 2 x
1 2
1 2 3 x
1 1 2 2 3 3 4

Special Features: _____

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 27

Unit Name Pear

Number of levels 3
Number of Bedrooms 2
Number of full bathrooms 2
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____
with fireplace no
Den _____ no
Number of Closets 7
Basement _____ yes

Level 1 2 3 x 4
1 2 3 x 4
1 2 x 3 4
1 2 x
1 2 x
1 2
1 2
1 1 2 2 3 4 4

Special Features: _____

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THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 28
Unit Name Tamarack

Number of levels 3
Number of Bedrooms 2
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____
with fireplace no
Den _____ no
Number of Closets 6
Basement yes

Level	1	2	3	x	4		
	1	2	3	x	4		
	1	2	x	3	4		
	1	2	x				
	1	2	x				
	1	2					
	1	2					
	1	1	2	2	3	3	4

Special Features: _____

THE MILL AT STONEY BROOK
124 College Street
South Hadley, Massachusetts 01075

Schedule C

Unit # 29
Unit Name Sequoia

Number of levels 2
Number of Bedrooms 2
Number of full bathrooms 1
Number of half bathrooms 1
Full Kitchen _____
Living Room _____
with fireplace yes
Dining Room _____
Family Room _____
with fireplace no
Den _____ no
Number of Closets 5
Basement no

Level	1	2	x	3	4	
	1	2	x	3	4	
	1	x	2	3	4	
	1	x	2			
	1	x	2			
	1	x	2			
	1	2				
	1	2	2	3	3	4

Special Features: Deck.

Hampshire Reg. of Deeds, Book 2376 Page 253
Attest _____ REGISTER

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THE MILL AT STONEY BROOK TRUST

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THE MILL AT STONEY BROOK TRUST

THIS DECLARATION OF TRUST made this 29th day of July, 1983, by Robert Wheeler of Portland, Connecticut (hereinafter called the "Trustees" which term and any pronoun referring thereto shall be deemed to include successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I
NAME OF TRUST

Section 1.1. The trust created shall be known as the The Mill at Stony Brook Trust.

ARTICLE II
THE TRUST AND ITS PURPOSE

Section 2.1. General Purposes. This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws ("Condominium Act") for the purpose of managing and regulating The Mill at Stony Brook condominium ("Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith (such owner being sometimes referred to as "Declarant").

Section 2.2. Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Act and Section 2 of the Master Deed shall be applicable to this Trust.

Section 2.3. Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the provisions of the Condominium Act.

Section 2.4. Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer, and dispose of the same, and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Schedule A annexed hereto and made a part hereof, which interest is equal to the percentage of each Unit Owner in the Common Areas set forth and contained in Schedule A of the Master Deed.

ARTICLE III
THE TRUSTEES

Section 3.1. Number of Trustees: Vacancies. There shall be at all times not less than three Trustees nor more than eleven, such number to be determined from time to time by vote at the annual or any special meeting of Unit Owners holding not less than seventy-five (75%) percent of the beneficial interest hereunder; provided, however, that until the date upon which the Declarant ceases to own more than 75% of the Voting Power of the Units described in the Master Deed, (hereinafter referred to as the "takeover event"), the number of Trustees shall be one person consisting of the original Trustee or successor Trustee as designated by the Declarant. Upon the occurrence of the takeover event, the term of office of the original Trustee or a successor designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty days after the occurrence of the takeover event, whichever shall first occur, the Trustee may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustee or of the successor to the original Trustee designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of two years and until their successors have been elected or appointed and qualified.

If and whenever the number of such Trustees shall become less than 3 or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by Unit Owners holding a majority of the beneficial interest represented in person or by proxy at a duly called annual or special meeting of Unit Owners at which a quorum is present; if such successor shall not be so designated within thirty days after the vacancy occurs, then the remaining Trustees or Trustee shall make such appointment. Each appointment to fill a vacancy, other than by court proceeding, as hereinafter provided, shall become effective upon recording with the Registry of Deeds in which this Trust shall be recorded, or filing with the Registry District in which this Trust shall be filed, as the case may be, of an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. Any appointment by such court proceeding shall become effective upon recording with said Registry of Deeds or filing with said Registry District, as the case may be, of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or by notice to all Unit Owners and Trustees and to such others as the court may direct. Notwithstanding, the foregoing provisions of this

Section 3.1, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

Section 3.2. Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present and a quorum shall consist of a majority of the Trustees but in no event less than two Trustees (except during the initial period when the Declarant holds 75% or more of the voting power. The Trustees, provided there shall be at least two Trustees in office, may also act without a meeting if a written assent thereto is signed by two-thirds of the Trustees then in office.

Section 3.3. Resignation and Removal of Trustees. Any Trustee may resign by notice in writing given to each of his co-Trustees and by recording with said Registry of Deeds or filing with said Registry District, as the case may be, at any time an instrument in writing signed and acknowledged by him. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of the Unit Owners holding at least seventy-five (75%) percent of the beneficial interest hereunder, except as otherwise provided in Section 3.1 with respect to the original Trustee or any successor designated by the Declarant. Such removal shall become effective upon the recording with said Registry of Deeds or filing with said Registry District, as the case may be, of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

Section 3.4. Bond by Trustees. All Trustees, employees of the Trust, and volunteers responsible for handling funds belonging to or administered by the Trust shall be bonded against dishonest acts on their part in an amount not less than the annual operating budget of the Trust, including reserves, which bonds shall name as the named insured, and provide for loss proceeds payable to, the Trustees of the Trust, as Insurance Trustees for all of the Unit Owners. All expenses incident to any such bonds shall be charged as a Common Expense of the Condominium.

Section 3.5. Compensation of Trustees. No Trustee shall receive compensation for his services unless so provided by a vote of Unit Owners holding at least fifty one (51%) percent of the beneficial interest hereunder, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a Common Expense of the Condominium. No compensation to a Trustee may be voted during such time as the Declarant shall be entitled to fifty one (51%) percent or more of the beneficial interest hereunder.

Section 3.6. No Liability If In Good Faith. No Trustee shall be personally liable or accountable or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the

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Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

Section 3.7. Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm, or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee may be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested.

Section 3.8. Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

Section 3.9. Exercise of Rights. All rights of Trustees under this Trust shall be exercisable by the Trustees' successors and assigns, successors in title and mortgagees.

ARTICLE IV BENEFICIARIES AND BENEFICIAL INTEREST

Section 4.1. Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units to the Condominium as set forth in Schedule A hereof.

Section 4.2. Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the

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rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by a majority of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one such owner or other person for such purposes.

ARTICLE V
BYLAWS

The provisions of this ARTICLE V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1. Powers of the Trustees. The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium Law, have the absolute control, management, and disposition of the Trust property (which term, as herein used, shall, insofar as applicable, be deemed to include the Common Areas as if they were the absolute owners thereof, free from the control of the Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

(1) To retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(2) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the Trust property or any part or parts thereof, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the Trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

To own, convey, encumber, lease and otherwise deal with units conveyed to it or purchased by it as a result of enforcement of the lien for common expenses, any right of first refusal, or otherwise.

(3) To purchase or otherwise acquire title to, and to rent, lease, or hire from others for terms which may extend beyond the possible duration of this Trust, any property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the Condominium, and to own, manage, use, and hold such property and such rights;

(4) To borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such manner as they shall deem advisable, and to evidence the same by notes, bonds, securities or other evidence of indebtedness,

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which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

(5) To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

(6) To invest and reinvest the Trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they may deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or shall be of a character or in an amount not customarily deemed proper for the investment of trust funds;

(7) To obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they shall deem necessary or proper, consistent with the provisions of Section 5.5 hereof;

(8) To incur such liabilities, obligations, and expenses, and to pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust;

(9) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset of investment;

(10) To vote in such manner as they shall think fit any or all shares in any corporation or trust included in the Trust property, and for that purpose to give proxies to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(11) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of the Trust that they give such guaranty;

(12) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(13) To deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of the Trust, all in accordance with the provisions of Section 5.1 hereof;

(14) To enter and have such access into units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights, and powers of the Trustees hereunder;

(15) To employ, appoint, and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants, and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale, or management of the trust property, or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant, or counsel, any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated), all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may from time to time designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the Trust, or any part or parts thereof;

(16) Following Notice and Hearing to grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Areas, or affects the structural or mechanical integrity of a Building, its fixtures and appliances.

(17) Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property excluding common areas not conveyed to the Trustees by deeds of all the Unit Owners as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall, in the exercise and fulfillment of the powers and provisions set forth in this Article V provide for the necessary work of maintenance, repair and replacement of the Common Areas and payment therefor.

(18) To take such steps, including the expenditure of funds, to protect and preserve the Common Areas.

(19) To conduct litigation of other proceedings and to be sued as to any course of action involving the Common Areas or arising out of the enforcement of the Bylaws or Rules or restrictions in the Master Deed.

Section 5.2. Maintenance and Repair of Units.

(1) Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas, including, without limitation: interior walls, ceilings and floors; windows, including screens and storm windows, if any; window trim; doors; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; air conditioning equipment and all wires, pipes, drains and conduits for water, sewage, electric power and light, telephone and other utility services which are contained in and serve such Unit solely. In addition each Unit Owner shall be responsible for the maintenance and nonstructural repairs to the Exclusive Easements appurtenant to his Unit. Each Unit Owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder;

(2) If the Trustees shall, at any time in their reasonable judgment, determine that the Unit or its appurtenant Exclusive Easements are in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a Special Expense and shall be a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

Section 5.3. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request. Any application to any governmental authority for a permit to make such an addition, alteration or improvement shall be executed by the Trustees only, without however incurring any liability on the part of any Trustee or the Trustee itself, to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property arising therefrom. The provisions of this Section may be superseded in whole or in part by resolution of the Trustees and their administration may be assigned to a committee, subject to Notice and Comment. The provisions of this Section shall not apply to portions of the Condominium while owned by the Declarant.

Any Unit Owner making an alteration pursuant to this Section 5.3 shall, at his sole expense and prior to commencing the work: (i) provide for waivers of all mechanics' lien rights which may arise as a result of the alteration; (ii) provide certificates of insurance acceptable to the Trustees insuring against all losses commonly insured against which might arise out of the work, naming the Trust as an additional insured;

(iii) indemnify and hold the Trust and the other Unit Owners harmless from the effect of the work; (iv) minimize the disturbance of other Unit Owners caused by the work; and (v) indemnify and hold the Trust harmless from any costs, fees or expenses incurred or suffered by the Trust in connection with said work by the Unit Owner or with the request made by the Unit Owner for consent, including, without limitation, the reasonable fees and charges of any attorneys, engineers, contractors, architects or similar professionals retained or consulted by the Trust in connection therewith. Any Unit Owner making any structural addition, structural alteration or structural improvement, pursuant to this Section 5.3 or otherwise, shall, at his sole expense and at all times and in all respects, comply with all orders, laws, regulations and governmental requirements with respect thereto, and, in addition, comply with good engineering practice.

Subject to compliance with the provisions of the preceding paragraphs of this Section 5.3 a Unit Owner, at his sole expense, may alter a partition wall or a ceiling or floor between adjoining Units owned by him, or within a Unit owned by him, or between his Unit and an adjacent Exclusive Easements appurtenant thereto, by creating an opening therein between such Units or portions of the same Unit or such Unit and such Exclusive Easements provided that such alteration or condition does not adversely affect the support of any Unit or the strength, utility, effectiveness or structural integrity of any of the Common Areas, or the wires, conduits, pipes, ducts, chutes, flues or other facilities which run through the affected wall, ceiling or floor and which furnish utility or other services to any other Units or to any of the Common Areas. Provided that the foregoing conditions have been met, the Trustees shall be deemed to have consented to such alteration unless they determine that the proposed alteration would adversely affect the health, safety or quiet enjoyment of other Unit Owners or that any of the other conditions which such Unit Owner must satisfy hereunder would not be or have not been met. Upon completion of any alterations for such a wall, ceiling or floor opening, the affected Unit Owner, at his sole expense, shall produce and shall deliver to the Trust a copy of "as built" plans and specifications for said alteration and a copy of the Certificate of Occupancy, if required, issued by the Building Official of the City; thereafter, so long as such an opening exists, the affected Unit Owner shall have an easement to pass through the same between his Units or portions of the same Unit. A Unit Owner may seal up any such opening and restore such wall, ceiling or floor to its original condition by the same procedure and by fulfilling all of the conditions for such restoration as are applicable to creating such opening pursuant to this Section 5.3. For purposes of this paragraph, owners of adjoining Units shall, by acting in concert in accordance with and pursuant to the provisions of this Section 5.3, together to be considered as a "Unit Owner."

Any expenses incurred by the Trust under this Section 5.3 may be collected as Special Charges.

Section 5.4. Maintenance, Repair and Replacement of Common Areas, Expenses, and Profits. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas

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subject to the provisions of Section 5.6 hereof with respect to repairs and replacement necessitated because of casualty loss, and except as provided in Section 5.2 and in Section 5.7 hereof, and such may be done through the Managing Agent, as hereinafter set forth. Any two Trustees or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the Common Areas is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor as a Special Expense. Whenever in the judgment of the Trustees the Common Areas shall require additions, alterations or improvements the costs of which are intended to be assessed as Common Charges and the cost of which will equal to exceed a sum equal to the annual operating budget then in effect, the making of such additions, alterations or improvements shall require approval by a Majority of Unit Owners and by mortgagees holding mortgages on seventy-five percent (75%) of the number of Units subject to mortgage. Any additions, alterations or improvements costing less than such sum may be Voted by the Trustee. In either case, Notice and Comment shall be required.

(1) The Unit Owners shall be liable for Common Expenses and entitled to Common Profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute Common Profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as a reserve for maintenance, repairs and replacement of those Common Areas that must be replaced on a periodic basis and may, to such extent as they deem advisable, set aside common funds of the Condominium as a reserve or contingent funds for other purposes, including without limiting the generality of the foregoing, reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be Common Profits available for distribution.

(2) At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall, subject to Notice and Hearing, estimate the Common Expenses expected to be incurred during each fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed Common Profits from prior years, shall, subject to Notice and Hearing, determine the Common Charge to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such Common Charges, according to their respective percentages of undivided beneficial interests hereunder and such statements shall, unless otherwise

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provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the Common Charges so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment of Common Charges and render statements therefor in the manner aforesaid, and such Common Charges shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of Common Charges in monthly or other installments. The amount of each such payment, together with interest thereon at a rate to be determined by the Trustees if such payment is not made when due, and any costs and expenses of collection thereof, including without limiting the generality of the foregoing, reasonable attorney's fees, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium Law.

(3) The Trustees shall expend common funds only for Common Expenses and lawful purposes permitted hereby and by the provisions of the Condominium Law, and funds for Special Charges shall be expended only for Special Expenses permitted hereby and under the Master Deed.

(4) Special Charges. If upon request, or on an emergency basis, the Trust provides any service to any Unit, other than the services described in the Condominium Instruments to be provided to all Units, those services shall be specially assessed against the Unit to which the service is provided, and may be collected as a Special Charge against such Unit. Special Charges shall include:

(a) The cost of collection of Charges, including reasonable attorneys fees.

(b) Fines, penalties and liquidated Special Charges imposed against individual Unit Owners for breaches of the requirements of the Condominium Instruments and Rules.

(c) Interest and late charges attributable to delinquent Charges.

(d) The cost of providing Special Services.

(e) The cost and expense to the Trustees of enforcing their rights under the Condominium Instruments and Regulations against individual Unit Owners, including reasonable attorneys fees.

(f) Other costs, expenses, fees and charges which are not Common Expenses and attributable to certain Units or Unit Owners and which are designated as Special Charges by the Trustees or by Vote of the Unit Owners, after extending the right of Notice and Hearing to the owners of the Units against which such Special Charges are to be assessed.

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(5) Lien for Special Charges. All sums charged to a Unit Owner as Special Charges, but unpaid, shall constitute a lien on such Unit Owner's Unit, pursuant to the Master Deed, Section 11.3 such lien to be in all respects equivalent to the lien for unpaid Common Charges created by Section 6 of the Condominium Act; except that the lien for Common Charges shall be prior to the lien for Special Charges. If there is more than one lien for Special Charges on the same unit all such liens for Special Charges shall be of equal priority.

(6) Payment of Charges. All Unit Owners shall be obligated to pay the Charges or installments thereof at such time or times as the Trustees shall determine.

(7) No Waiver of Liability. No Unit Owner may exempt himself from liability for Charges by waiver of the use or enjoyment of any part of the Property or by abandonment of his Unit.

(8) Non-Liability After Conveyance. No Unit Owner shall be liable for the payment of any Charges assessed against his Unit subsequent to a sale, transfer or other conveyance of all such Unit Owner's interest in such Unit.

(9) Remedies. If any Charge is not paid when due, such Charge shall be delinquent and, together with interest and late charges as herein provided and cost of collection, including reasonable attorneys' fees, shall be a continuing lien on the Unit of the delinquent owner. Interest on delinquent Charges shall be established by the Trustees, subject to Notice and Comment, at the highest rate not usurious, and shall accrue on the delinquent amount from the due date thereof until collected as a Special Charge. The Trustees may by resolution, subject to Notice and Comment, establish late charges as a Special Charge to defray the extra expenses and costs incurred by a Unit Owner's failure to pay Common Charges promptly. The Trustees shall attempt to recover such amounts by an action brought against such Unit Owner or by foreclosure of the lien, or both. The Trustees, on behalf of all Unit Owners, shall have the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, Vote the Votes appurtenant thereto (other than for the election of Members of the Trustees), convey or otherwise deal with the same. A suit to recover a money judgment for delinquent amounts shall be maintainable without foreclosing or waiving the liens securing the same. Upon title to a Unit vesting in the heirs, successors, devisees, personal representatives and assigns of the owner, they shall become personally liable for the payment of such Common Charges assessed prior to such acquisition, except:

(a) All sums assessed by the Trustees, but unpaid, for the share of the Common Expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens, except only (1) tax liens on the Unit in favor of any assessing authority and special district, including any state and federal tax liens, and (2) all sums unpaid on mortgages of record.

(b) Where a mortgagee or a purchaser at a foreclosure sale obtains title to a Unit, such acquirer of title, his heirs,

successors and assigns, shall not be liable for the entire unpaid share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer, but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, his heirs, successors and assigns; provided that such mortgagee or purchaser shall not be relieved of liability for any Charges thereafter coming due. 2374-311

(10) Certificate of Payment of Assessments. The Trustees shall upon demand at any time furnish to any Unit Owner or mortgagee or prospective Unit Owner or prospective mortgagee a certificate in writing signed by an officer or managing agent of the Trust, setting forth any Charges then due and unpaid. Such certificate shall be conclusive evidence of payment of any Charges not therein stated as being unpaid.

(11) All of the provisions of Article V relating to repair, rebuilding and improvements are subject to Sections 17 and 18 of the Condominium Act; in the event of any conflict between the provisions of this Article V and said Sections 17 and 18, the provisions of said Sections 17 and 18 of the Condominium Act shall apply and control.

Section 5.5 Insurance

(1) Coverage. To the extent reasonably available, the Trustees shall obtain and maintain insurance coverage as set forth in Section 5.2, 5.6, 5.7, and 5.8. Premiums for such insurance shall be Common Expenses, except such portions thereof that shall be Special Expenses.

(2) Physical Damage. All buildings and improvements (as defined in Subsection (e) hereof), and all of the personal property owned by the Association shall be insured against risk of physical damage as follows:

(a) Amounts. As to real property, for an amount equal to the replacement cost of such property subject to physical damage; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this Section, and at least annually thereafter, the Trustees shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

(i) Fire and other perils normally covered by extended coverage;

(ii) Vandalism and malicious mischief;

(iii) Such other risk of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for improvements under construction; and

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(iv) Such other risks of physical damage as the Trustees may from time to time deem appropriate.

(c) Other Provisions: The insurance shall include, without limitation, the following provisions:

(i) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Trust, its directors and officers, and the Unit Owners;

(ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;

(iii) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Trust;

(iv) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Trust;

(v) Such deductible as to loss, and coinsurance features, as the Trustees in its sole judgment deems prudent and economical;

(vi) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees;

(vii) Provisions for identification of mortgagees and for the allocation of their several interests to specific Units or other property.

(viii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (10) hereof;

(ix) Adjustment of loss shall be made with the Trustees;

(x) Proceeds for losses shall be payable to the Trustees as Insurance Trustees for all of the Unit Owners collectively; and

(xi) The named insured shall be the Trust.

(d) Evidence of Insurance. The insurer shall make arrangements for providing Certificates of Insurance for all mort-

gagees and Unit Owners promptly upon the request of the Trust, or of any Unit Owner, mortgagee or prospective purchaser.

(e) Definition. As used in this Section, the term "buildings and improvements" shall include, without limitation, standard partition walls, fixtures and installations and replacements thereof as shown on such plans or other records as the Trustees may adopt for this purpose, and the insurance may exclude or limit the amount of insurance for fixtures, alterations, installations or additions situated within a Unit and made or acquired at the expense of the Unit Owner of such Unit.

Section 5.6. Liability Insurance. The Trustees shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Trustees may from time to time determine, insuring the Trust, the Manager (at the discretion of the Board of Directors), and each Unit Owner with respect to their liability arising from ownership, maintenance or repair of the Property, including, without limitation, liability arising from construction operations (except as provided in (d) below). Such liability insurance shall also cover cross-liability claims among the insured parties. The Trustees shall review such limits at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(a) That the insurance shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants of any improvements when such act or neglect is not within the control of the Trustees.

(b) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Trust; and

(c) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Unit Owners, and the Trust, its Trustees and officers.

(d) No liability insurance need be provided for a Unit Owner with respect to his Unit and any Exclusive Easements used exclusively by him.

Section 5.7. Workmen's Compensation Insurance. The Trustees shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Massachusetts.

Section 5.8. Other Insurance. The Trustee is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 5.9. Damage To or Destruction of Property

(1) Duty to Repair or Restore. Any portion of the Condominium damaged or destroyed shall be repaired or restored promptly by the Trustees, except as provided in Sections 5.9(5), 5.9(6) and 5.10.

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(2) Estimate of Cost. Promptly after the damage or destruction and thereafter as it deems advisable, the Trustees shall obtain reliable and detailed estimates of the cost of repair or restoration. The Trustees may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.

(3) Collection of Construction Funds. Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, and other funds received on account of or arising out of the damage or destruction.

(a) Insurance Proceeds. The Trustees shall adjust losses under physical damage insurance policies. Such losses shall be payable to the Trustees in accordance with Section 5.5(2)(c)(x).

(b) Assessment of Owners. If insurance proceeds and funds described in subsection 5.9(3)(c) are insufficient for the necessary repair and restoration to be done at the Trust's cost, such deficiency shall be a Common Expense and the Trustee shall assess Common Charges therefor payable as specified in the resolution authorizing the same, which Common Charges shall be turned over to the Trustees.

(c) Payments by Others. All funds received on account of or arising out of such damage or destruction shall be turned over to the Trustees.

(d) Condemnation Awards. Condemnation awards shall be payable in accordance with Article XXII of the Declaration.

(4) Plans and Specifications. Any repair or restoration must be either substantially in accordance with the plans or other records adopted by the Trustees pursuant to Section 5.5(2)(e), (and may also include additional improvements for which funds are made available), or according to plans and specifications approved by the Trustees and by a majority of the Unit Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages.

(5) Units. Damage to or destruction of improvements situated within a Unit shall be repaired or restored (except after a determination not to repair or restore pursuant to Section 5.10) as follows:

(a) Construction Funds.

(1) To the extent that such damage or destruction is covered by insurance obtained pursuant to Section 5.5 or by a condemnation award not specifically allocated to a Unit Owner, the proceeds of such insurance or award shall be made available for repair or restoration of the Unit;

(2) To the extent that such damage or destruction is not covered by insurance obtained pursuant to Section

5.5 or by a condemnation award not specifically allocated to the Unit Owner, the Unit Owner shall be responsible for the cost of repair and restoration, which may be collected as a Charge;

(b) Performance of Work and Payment.

(1) If there is no damage or destruction of Common Areas, or if the combined damage to or destruction of all affected Units and Common Areas does not exceed \$10,000, the repair or restoration of each Unit shall be affected by its Unit Owner.

(2) Subject to Section 17 of the Condo Act, if there is damage to or destruction of Common Areas and the combined damage to or destruction of all affected Units and Common Areas exceeds \$10,000, the repair or restoration of the Common Areas and Units shall be effected by the Trustees, to the extent that construction funds as described in Subsection 5.9(5)(a)(1) are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Trustees such sum as is necessary, according to the estimate of cost described in Section 5.9(2), to cover any part of the cost of repair or restoration which is not covered by insurance obtained pursuant to Section 5.5 which may be collected as a Charge.

(c) Deductibles. To the extent that there is a shortage of funds resulting from a provision for deductibles in the insurance obtained pursuant to Section 5.5, each affected Unit Owner may be required to contribute not more than \$250 toward such shortage which may be collected as a Special Charge. The balance of such shortage, if any, after deduction of such required contributions shall be assessed against all Unit Owners as a Common Expense.

(d) Shortages in Condemnation Awards. Shortages resulting from an insufficiency in any condemnation awards which are not specifically allocated to a Unit Owner shall be assessed against all Unit Owners as a Common Expense.

(6) Disbursement of Construction Funds. The Trustees, shall use the construction funds for the payment for, the costs of such repair or restoration including the cost of temporary repairs for the protection of the Property pending the completion of permanent repairs and restoration, upon written authorization of the Trustees, and if an architect has been retained by the Trustees, upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily;

(a) Contributions by Unit Owners. The Trustees shall maintain a separate account as to each Unit Owner with respect to payments by him pursuant to Sections 5.9(5)(a)(2), 5.9(5)(b) and 5.9(5)(c), and expenditures of such payments. General expenses

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of administration, such as deductions by the Trust for its costs, expenses and fees, shall be charged against the construction fund and against Unit Owners' payments pursuant to Section 5.9(5)(a)(2), 5.9(5)(b) and 5.9(5)(c), in proportion to the amount paid by each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners, and their mortgagees as their interests may appear;

(b) Surplus Funds. If, after payment of all repairs and restoration, and the refund of any excess payments pursuant to Subsection (c) of this Section, there remains any surplus fund, such fund shall be paid to Unit Owners in proportion to their contributions resulting from assessments levied against them pursuant to Section 5.9(3)(b) or 5.9(5)(b); provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be held by the Trustees and shall be part of the general income of the Trust.

Section 5.10. Determination not to Repair or Restore. If the Condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the Unit Owners and the holders of mortgage liens affecting at least three-quarters of the Units, or such other number as may at that time be specified by the Condominium Act, vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the Unit Owners, and each Unit Owner shall own that percentage of the undivided interest in common as he previously owned in the Common Areas. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner of the Property; and the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests, pursuant to the procedures under Section 17.5 of the Master Deed. Notwithstanding the foregoing in no event shall such vote or determination be made in violation of Section 17 of the Condo Act.

Section 5.11. Title. The Trustees, in the event that any payments are to be made to owners or mortgagees, shall obtain an Attorney's Certificate of Title or Title Insurance Policy based on a search of the Registry of Deeds from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Section 5.12. Temporary Use of Common Facilities.

The Board of Trustees may temporarily allocate the use of any recreational facilities or common areas of the Condominium to the Board of Trustees, or, upon application therefor and payment of charges, if any, from time to time established by the Trustees, to any Unit Owner or Owners, for their exclusive use for meetings, social and other functions and other purposes consistent with the comfort and convenience of the Unit Owners and their enjoyment of the amenities of the Condominium. Any charges for the use of such facilities or areas shall be in addition to common expenses and shall upon receipt by the Trustees constitute common funds.

Section 5.13. Operation of the Property, Rules, Restrictions. In order to provide for congenial occupancy of the Property, for the welfare and safety of Unit Owners and occupants, and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (1) General. The Common Elements shall be used only for the furnishings of the services and facilities for which they are designed and reasonably suited, and which are incidental to the use of the Units to which they are appurtenant.
- (2) Nuisances. No nuisances shall be allowed on the Property nor shall any use or practice or excessive or unreasonable noise be allowed which interferes with the peaceful possession of proper use of the Property by its residents and occupants.
- (3) No Unlawful or Improper Use. A Unit Owner will not permit the use or occupancy of his Unit or any part thereof for any unlawful, illegal, improper, immoral or offensive use or purpose, nor for any use or purpose which is disreputable or extra hazardous, nor in such manner as to constitute a nuisance of any kind nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, or municipal government or lawful authority whatsoever; nor will the Unit Owner use, occupy or permit his Unit or any part thereof to be used or occupied for any of the purposes prohibited in the Condominium Documents and Rules, to the extent that the same may now or hereafter be in force and effect, or in conflict with the provisions contained in the Building Permit and Certificate applicable to the Unit, as it may be extended or amended; or in conflict with the Rules. Nor will a Unit Owner permit or allow the Unit to be used in a manner which will be a source of annoyance, or which in any way interferes with the peaceful possession, enjoyment and proper use of the Property by other Unit Owners.
- (4) Rental. A Unit may be rented in whole but not in part. No lease of any Unit shall have a term of less than one year.
- (5) Leases. Any lease of a Unit shall be consistent with the Condominium Documents and Rules. The Trustees shall have the power to terminate such lease, and bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of failure by the tenant to perform any obligation in the Condominium Instruments

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and Rules or to conform thereto. Each tenant of a Unit shall be deemed to have attorned to the Trust as landlord under the lease with respect to enforcement of any provision of the Condominium Instruments and Rules, provided that, except in emergencies, no enforcement proceedings shall be undertaken against a tenant by the Trust without prior notice to the Unit Owner, and a reasonable opportunity given to the Unit Owner to cure any default or to enforce the provision, before the Trust will proceed with enforcement proceedings.

(6) Locks. The Trustees or its designated agent may retain a pass key to all premises to use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without providing the Trustees or its agent with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor. By Rule, the Trustees may provide that certain secure places be permitted within Units for safes, vaults and other safe storage areas for which master keys or other means of access need not be provided.

(7) Electric Overloading. No device creating electrical overloading of standard circuits may be used without permission from the Trustees and adjustments of circuits. The use or abuse of appliances which create noise, electrical disturbances or affect other Units or Common Areas is prohibited.

(8) Insurance Standards. Nothing shall be done or kept which will increase the insurance premiums or the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Trustees. No Unit Owner shall permit anything to be done or kept in the Condominium which will result in the cancellation of insurance coverage on any of the Buildings, or contents thereof, or which would be in violation of any law.

(9) Regulations of Insurance Association. Unit Owners and occupants shall comply with the Standards, Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

(10) Report of Fire or Accident. Damage by fire or accident affecting the Condominium, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Trustee by any person having knowledge thereof.

(11) Rubbish Removal. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris. Long term storage of rubbish in the Units is forbidden. Outside of Units, trash will be deposited in containers only.

(12) Rights of Declarant. The Declarant may make such use of the unsold Units and Common Areas as may facilitate completion and sale of the Condominium including, but not limited to, maintenance of a sales

required to be paid by the Unit Owner pursuant to the Condominium Documents shall be claimed by or allowed to any Unit Owner for any inconvenience, interruption, cessation or loss of use or enjoyment caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions or regulations of the United States or of the state or town government or any authority whatsoever. There shall additionally be no abatement or diminution or reduction of the monthly assessments by virtue of the performance or failure of performance of warranty items by the Declarant or his contractors.

(20) Trust Employees in Private Business of Unit Owners. No Unit Owner or occupant shall employ any employee of the Manager or the Trust on any private business of the Unit Owner or occupant, nor shall any employee be used for the individual benefit of a Unit Owner unless in the pursuit of the maintenance responsibilities of the Trust, or for the mutual benefit of all Unit Owners, or under special programs for which an extra charge to the Unit Owner by the Trust is levied. Personnel of Management may be employed by Unit Owners outside of hours when such personnel are employed by the Trust.

(21) Payment of Charges. Payment for monthly Charges shall be mailed to the Manager at the address communicated to each Unit Owner from time to time. If a Unit Owner at his own risk, pays his monthly charge directly to an employee of the Manager unauthorized to accept such payment, the Manager will endeavor to mail or otherwise forward a receipt for such payment in fact turned over to him, but the Trust and the Manager accept no responsibility in this matter.

Section 5.14. Rules. The Trustees may, at any time and from time to time, subject to Notice and Comment adopt, amend and rescind (without the consent of the Unit Owners) Rules governing the details of the operation and use of the Common Areas, and such restrictions on and requirements respecting the use, occupancy and maintenance of the Units and the use of the Common Areas as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and facilities. The violation of any of the Rules adopted by the Board of Directors, or the breach of any provision of a Condominium Instrument, shall give the Board of Directors the rights, subject to Notice and Hearing, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed liable for any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.15. Meetings.

(1) The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer and Secretary as hereinbefore provided. Other

meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees. Any Trustee may, at any time, waive notice of any meeting of the Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Trustees shall constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Trustees, no notice shall be required and any business may be transacted at such meeting. If all the Trustees or all members of a committee of the Trustees established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Trust or committee, and the number of such Trustees or members constitutes a quorum for such action, such action shall be a valid action as though it had been authorized at a meeting of the Trustees or committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Trustees.

(2) There shall be an annual meeting of the Unit Owners on the first Thursday in May of each year, commencing with the year of 1984, at 7:30 P.M. in the Town of South Hadley or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to all Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. Those persons present in person or by proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

Section 5.16. Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least three days prior to the date fixed for which such notice is given. Notices to be given to all Unit Owners may be included in a newsletter.

Section 5.17. Inspection of Books, Report to Unit Owners. Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and Unit Owners and institutional

first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of sixty days of the date of the receipt by him shall be deemed to have assented thereto.

Section 5.18. Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (except during such time as the original Trustee or any successor appointed by the Declarant shall hold office) or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 5.19. Seal. The Trustees may adopt a seal circular in form bearing the name of the Trust and the year of its formation, but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 5.20. Fiscal Year. The fiscal year of the Trust shall be such date as may from time to time be determined by the Trustees.

Section 5.21. Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, Unit Owners and Mortgagees of Record holding one hundred percent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five percent of the beneficial interest, in the aggregate, shall be required for such removal.

Section 5.22. Officers. The principal officers of the Trust shall be the Chairman, the Secretary and the Treasurer, all of whom shall be elected by the Trustees. The Trustees may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The Chairman, but no other officers, need be Trustees. Any two offices may be held by the same person, except the offices of Chairman and Secretary.

Section 5.23. Election of Officers. The officers of the Trust shall be elected annually by the Trustees at the organization meeting of each new Trustees and shall hold office at the pleasure of the Trustees.

Section 5.24. Removal of Officers. Upon the affirmative Vote of a majority of the members of the Trustees, any officer may be removed,

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formally constituted meeting. Notice shall be given to each Unit Owner having such rights hereunder in writing and shall be delivered personally or by mail at such address of such Unit Owner as appears in the records of the Trust, or published in a newsletter or similar publication which is routinely circulated throughout the Property. Unless a specific requirement for the time of notice is provided elsewhere, such notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 5.31. Right to Notice and Hearing. Unit Owners have the right to receive notice of certain actions proposed to be taken by the Trustees or by Committees, and the right to be heard at a formally constituted meeting, where the Condominium Instruments, Rules or resolution provide for Notice and Hearing. The notice of the meeting shall describe the proposed action and shall be given in the same manner as provided for in Section 5.30. Notice and Hearing shall be provided by the party proposing to take the action, such as the Trustees, an officer, a Committee or the Manager. At the meeting, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules or procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 5.32. Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Trustees from a decision of persons other than the Trustees by filing a written notice of appeal with the Trustees within ten days after being notified of the decision. The Trustees shall thereupon conduct a hearing, giving the same notice and observing the same procedures as were required for the original meeting.

Section 5.33. Open Meetings. All meetings of the Trustees and of committees at which action is to be taken by vote of such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 5.34. Notice. Notice of every such meeting shall be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Trust, or by circulation in the newsletter except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 5.35. Executive Sessions. Meetings may be held in executive session, without giving notice and without the requirement that they be open to the Unit Owners, provided that no action is taken at such sessions requiring the affirmative Vote of the meeting.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THIRD PARTIES
DEALING WITH THE TRUSTEES

Section 6.1. Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or any one or more of them or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

Section 6.2. Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Section 3.8 hereof or under the provisions of the Condominium Law.

Section 6.3. Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or any one or more of them or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

Section 6.4. Certifications by Trustees for Recording. This Declaration of Trust and any amendments hereto and any certificate

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herein required to be recorded or filed and any other certificate signed and sworn to by said Trustees or any one or more of them which it may be deemed desirable to record or file may be recorded or filed, as the case may be, with the County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded or filed with said Registry of Deeds.

Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded or filed with said Registry of Deeds shall be conclusive

evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any one or more of them, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by the Trustees or any one or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

Section 7.1. Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least fifty one percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

(1) Made without the consent of the Declarant prior to the occurrence of the takeover event; or

(2) It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the individual interest of such Unit Owner in the Common Areas and facilities as set forth in the Master Deed or changes or modify the boundaries of a unit without the consent of the Owner and any first mortgages thereof, or

(3) It would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law.

Section 7.2. Necessity for Recording or Filing Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording or filing with said Registry of Deeds or Registry District, as the case may be, of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.3. Termination. This Trust shall terminate upon the removal of all of the Condominium from the provisions of Chapter 183A in the manner provided in Section 19 of said Chapter, upon the partition of the Condominium after casualty loss in accordance with the provisions of Section 17 of said Chapter or after Condemnation in accordance with the provisions of ARTICLE XXII of the Master Deed.

This Trust may be terminated by 100% in interest of the Unit Owners with the consent of the holders of all liens upon the Units affected. Such termination shall be come effective upon the recording of a Certificate by the Secretary, setting forth the fact of such termination, together with the written consents of the holders of any such liens.

In the event that any part of the Condominium Property as described in the Master Deed shall remain subject to the provisions of Chapter 183A, such termination shall be effective only if there is created contemporaneously therewith a Successor Trust, Corporation, or Association as required in Section 10 of Chapter 183A for the management and regulation of such portions of the Condominium as may remain subject to Chapter 183A.

Section 7.4. Disposition of Property on Termination. Upon termination of the Trust the Trustees may, if necessary, manage, deal with, sell, and dispose of all Property of the Unit Owners, pursuant to the provisions of Chapter 183A or otherwise, including good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, an assignment or transfer of the securities or obligations of any partnership, association, trust or corporation and with power to distribute in such manner as they deem equitable, said Property or the proceeds thereof, in kind or cash or partly in kind or partly in cash, to and among the Unit Owners in accordance with their respective undivided interests as set forth in the Master Deed. As a condition of any distribution to the Unit Owners, the Trustees may require protection and may, before distribution, withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Trust.

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ARTICLE VIII
CONSTRUCTION AND INTERPRETATION

Section 8.1. Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males including females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, heading of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Section 8.2. Consents. Wherever it is provided herein that the permission, approval, or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

Section 8.3. Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed of The Mill at Stoney Brook, then the following rules of construction shall be used:

(1) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control.

(2) The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.

(3) In the event of a conflict between any numerical voting requirements for action set forth in Section 13 of the Master Deed and any such requirements set forth in any other provisions of said Master Deed or this Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

(4) In the event of any conflict other than as set forth in Paragraph 8.3.3 of this Section 8 between the provisions of Section 13 of the Master Deed and any other provisions of said Master Deed or this Trust, the provisions of Section 13 of the Master Deed shall control.

(5) All rights of the Trustees under this Trust shall be exercisable by the Trustees' successors and assigns and mortgagees.

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IN WITNESS WHEREOF, the Trustees have hereunro set their hands and seals on the day and year above written.

Robert G. Wheeler
Robert G. Wheeler, Trustee of
The Mill at Stoney Brook Trust,
and not individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire ss. July 29, 1983

Then personally appeared the above-named Robert Wheeler, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

Edward J. Ryan, Jr.
Notary Public
My Commissions Expires: Feb 18, 1984



2376-330

SCHEDULE A

THE MILL AT STONEY BROOK

Residential
Unit Designation

% of Proportionate
Undivided Interest in the
Common Areas and Facilities

1	3.41
2	2.81
3	3.39
4	5.14
5	2.81
6	3.41
7	3.31
8	3.42
9	2.91
10	2.57
11	2.70
12	3.06
13	3.09
14	3.09
15	3.02
16	2.85
17	3.06
18	3.39
19	3.46
20	2.86
21	2.73
22	2.39
23	6.34
24	2.93
25	3.41
26	2.94
27	3.66
28	3.56
29	<u>3.96</u>
	95.68

Residential
Garages

28 (.1543 per garage unit)

4.32
100.00

Garages are designated as A-1, A-2, A-3, A-4, A-5, A-6, B-1, B-2, B-3, B-4, B-5, C-1, C-2, C-3, C-4, D-1, D-2, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10 and E-11.

RULES OF

SCHEDULE D 2376

531

THE MILL AT STONEY BROOK TRUST

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THE MILL AT STONEY BROOK TRUST INITIAL RULES

(Note: Definitions of initial capitalized terms are as found in Article I of the Master Deed.)

ARTICLE I
USE OF UNITS

Section 1.1. Single Families. Units are limited to the occupancy by single families.

Section 1.2. No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without public visits, shall be conducted, maintained or permitted on any part of the Condominium, nor shall any signs or other signs, window displays or advertising except for a name plate or sign not exceeding 4 square inches in area, on the main door to each Unit be maintained or permitted on any part of the Property or any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.

Section 1.3. Access by Trustees. The Trustees or its designated agent, may retain a pass key to all premises for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without immediately providing the Trustees, or their agent, with a key therefor. At the Unit Owner's option, he may provide the key be closed in a sealed envelope with instructions that it only be used in emergencies with a report to him as to each use and the reason therefor.

Section 1.4. Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Trustees and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which effects other Units or the Common Areas is prohibited; any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose Unit it shall have been caused.

Section 1.5. Trash. The area outside of the buildings shall be kept free of trash, junk and unsightly material. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin.

Section 1.6. Displays Outside of Units. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or on

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trees, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls, brick, or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Trustees or such committee established by the Trustees having jurisdiction over such matter, if any. Units 10 through 18 are restricted regarding window treatments per Article XIX, Section 19.1 of the Declaration.

Section 1.7. Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Trustees or such committee then established by the Trustees having jurisdiction over such matters, if any.

Section 1.8. Cleanliness. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.

Section 1.9. Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

ARTICLE II USE OF COMMON AREAS

Section 2.1. Obstructions. There shall be no obstruction of the Common Areas, nor shall anything be stored outside of the Units without the prior consent of the Trustees except as hereinafter expressly provided.

Section 2.2. Trash. Except on designated pickup days no garbage cans or trash barrels shall be placed outside the units. No accumulation of rubbish, debris or unsightly materials will be permitted in Common Areas, except in designated trash storage containers, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces. No clothes, sheets, blankets, laundry or any other kind or articles shall be hung out of a building or exposed.

Section 2.3. Storage. Storage of materials in Common Areas or other areas designated by the Trustees, including Storage Lockers shall be at the risk of the person storing the materials.

Section 2.4. Proper Use. Common Areas shall be used only for the purposes for which they were designed. No Person shall commit waste on the Common Areas or interfered with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Areas which interferes with, or limits the enjoyment of the Common Areas by all others.

Section 2.5. Trucks and Commercial Vehicles. Trucks and commercial vehicles including vans used for commercial purposes, boats, trailers, and recreational vehicles are prohibited in the open parking areas and driveways, except for temporary loading and unloading. Unregistered vehicles are not permitted.

Section 2.6. Mailboxes. Mailboxes are located in an open wood shelter on the rear of garage building C directly behind (or attached) to garage Unit C-2 in the north parking lot. There is one mailbox for each dwelling unit which will be designated at the time of closing.

Section 2.7. Atrium. Approximately centered in the main building 2376-315 is a two story skylit atrium with planters and efficiency kitchen consisting of sink, disposal, dishwasher and refrigerator. The atrium is designed for the common use of the Owners and their guests. At the discretion and with the written permission of the Trustees, the atrium may be reserved for individual use by an Owner subject to applicable rules and regulations that may be adopted by the Trustees.

ARTICLE III
ACTION OF OWNERS AND OCCUPANTS

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the

Common Areas, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2. Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the Condominium and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the Town of South Hadley and shall save the Trust or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3. Pets. Domestic pets may be kept by an owner only with the prior written consent of the Trustees and such consent, once given, may be revoked in the event of improper or annoying behavior of the pet and such pet shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Trustees. In no event shall any dog be permitted in any portion of the Common Areas unless carried or on a leash, no dogs shall be curbed in any courtyard or close to any patio, except in street or special areas designated by the Trustees. The owner shall compensate any person hurt or bitten by any dog, and shall hold the Trust harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye).

Section 3.4. Indemnification for Actions of Others. Unit Owners shall hold the Trust and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5. Employees of Management. No Unit Owner shall send any employee of the Manager out of the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners.

ARTICLE IV
INSURANCE

Section 4.1. Increase in Rating. Nothing shall be done or kept which will increase the rate of insurance of any of the Buildings, or contents thereof, without the prior consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the Condominium which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2. Rules of Insurance. Unit Owners and occupants shall comply with the Rules and Regulations of the New England Fire Rating Trust and with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3. Reports of Damage. Damage by fire or accident affecting the Condominium, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Trustee by any person having knowledge thereof.

ARTICLE V
RUBBISH REMOVAL

Section 5.1. Location of Containers. Trash container locations will be designated by the Manager. Pickup will be from those containers only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris.

Section 5.2. Long Term Storage in Units. Long term storage of rubbish in the Units is forbidden. Outside of Units, trash will be deposited in containers only.

ARTICLE VI
MOTOR VEHICLES

Section 6.1. Compliance with Law. All persons will comply with Massachusetts Laws and Department of Motor Vehicle regulations on the roads and drives and properties.

Section 6.2. Registration. At the option of the Trustees, all vehicles of employees, agents, owners, and occupants regularly using the premises may be registered with the manager and all vehicles parking for more than four hours may either display a vehicle sticker or carry a guest pass card. Construction and management vehicles not registered would be identified by a special pass card.

Section 6.3. Registration Application. The manager will register vehicles on a special application form. The form will provide that registered vehicles parking in "no parking" areas, on the pavement or blocking access, tire lanes, or otherwise improperly may be towed at the owner's expense as a Special Charge. (Option of the Trustees.)

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Section 6.4. Guest Pass. Vehicles parked on the property for more than 4 hours without a guest pass (or sticker) will be deemed trespassers and will be removed. Guest passes will be issued to owners requesting them. They will be registered in the name of the owner who upon receipt of the passes, will assume responsibility for the actions, and towing charges of vehicles displaying such passes, as a Special Charge. (Option of the Trustees.)

Section 6.5. Limitations on Use. No more than two vehicles per residential Unit may be registered to permanently park on the premises. In addition, one additional vehicle may be registered for each Garage Unit owned. Parking areas shall be used for no other purpose than to park passenger motor vehicles, and loading or off loading.

Section 6.6. Visitor Parking. Except where special arrangements are made, vehicles displaying visitor cards are limited to three days parking.

Section 6.7. Snowmobiles and Off Road Vehicles. Snowmobiles, off road vehicles including trail bikes, jeeps and other four wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped, and actually used by licensed drivers on the paved portions of the property.

Section 6.8. No Parking Areas. Vehicles may not be parked in such manner, to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives. Violators will be towed, after reasonable efforts to contact the person or host to whom the vehicle is registered. In addition the person or host to whom the vehicle is registered, following notice and hearing will be levied a \$10 per day Special Charge for the period that the vehicle violated these rules.

ARTICLE VII RIGHTS OF DECLARANT

Section 7.1. The Declarant may make such use of the unsold Units and Common Areas as may facilitate completion and sale of the Condominium including, but not limited to, maintenance of a sales office, the showing of the Common Areas, and the display of signs. Interference with workmen or with buildings under construction is prohibited. Entrance into construction, or Declarant's restricted areas will be only with representatives of the Declarant.

ARTICLE VIII GENERAL ADMINISTRATIVE RULES

Section 8.1. Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at

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any time by resolution of the Trustees, subject to Notice and Comment or Notice and Hearing, at the option of the Trustees.

8.2. Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Trustees or an appropriate committee.

ARTICLE IX GENERAL AMENITY RULES

Section 9.1. Limited to Occupants and Guests. The grounds, stream bank and the atrium are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Trust harmless from damage or claims by virtue of such use.

Section 9.2. Boisterous Behavior Prohibited. Boisterous, noisy, rough or dangerous activities or behavior, which unreasonably interfere with the permitted use of facilities by others is prohibited.

Section 9.3. Reserved Areas. Specific portions of the facilities, or specific times of recreational schedules may be reserved, or priority given, to certain groups. Such reservations and scheduling shall be done by management personnel, and shall be effective after posting at such facility or publication in the newsletter.

Section 9.4. Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Section 9.5. Ejection for Violation. Unit Owners, members, guests and tenants may be summarily ejected from a facility by management personnel in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and thereafter, suspended for the period established following such Hearing.

Section 9.6. Proper Use. Facilities will be used for the purposes for which they were designed. Equipment, decks and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.

Certified to be the initial rules adopted by the Trust on its date of organization.


Secretary

2376-339

CERTIFICATE OF RESOLUTION

At a meeting of Munro, Jennings & Doig, a Partnership organized under the laws of the State of Connecticut, duly noticed, held July 12, 1983, Robert G. Wheeler, Partner, was authorized to act on behalf of the Partnership in matters pertaining to its General Partnership interest in Stoney Brook Mill Associates Limited Partnership.

8/2/83

Date



By: Alasdair T. Munro,
Partner

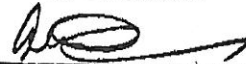
2376-340

CERTIFICATE OF RESOLUTION

At a meeting of Stoney Brook Mill Associates Limited Partnership, duly noticed and held on August 1, 1983, Robert G. Wheeler, Partner Munro, Jennings & Doig, General Partner, was authorized to execute all documents on behalf of Stoney Brook Mill Associates Limited Partnership including but not necessarily limited to unit deeds, Master Deed, and Trust for The Mill at Stoney Brook.

STONEY BROOK MILL ASSOCIATES
LIMITED PARTNERSHIP

8/1/83
Date

BY: 
Alasdair T. Munro, Partner
Munro, Jennings & Doig,
General Partner

Hampshire ss: 0129 9 1983 at 2 o'clock and 42 minutes P.M., Rec'd, ent'd and
(MONTH) (DAY)
exam'd with Hampshire Reg of Deeds, Book 2376 Page 297.
Attest _____
REGISTER