

MASTER DEED

FOR

BEEKMAN PLACE ESTATES CONDOMINIUM

CARMEL ASSOCIATES, INC., a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts and having its usual place of business at 430 Main Street in Agawam, Hampden County, Massachusetts, (hereinafter referred to in this Master Deed as the "Grantor" and in the By-laws recorded herewith as the "Sponsor") does hereby state that:

1. Description of land. It is the sole owner of a certain lot of land located on the Easterly side of Main Street, in Agawam, Hampden County, Massachusetts, containing 22.28 acres, and being described as follows:

LAND IN AGAWAM, Hampden County, Massachusetts, located on the Easterly side of Main Street and the Southerly side of State Highway Route 57, as shown on "Plan of Property for Beekman Place Estates, Agawam, Massachusetts" by C. E. Anderson Associates, Civil Engineers and Land Surveyors, dated October, 1972 and to be recorded in Hampden County Registry of Deeds herewith; bounded and described as follows: See Book of Plans 138, Pages 110 and 111.

BEGINNING at an iron pin set in the Easterly line of Main Street at the Southwesterly corner of land of Robert T. Lane, as shown on said plan; and running thence

SOUTH 84° 41' 45" EAST along land of Robert T. Lane, one hundred forty-three and 68/100 (143.68) feet to an iron pin; thence by a curve to the left having a radius of eighty (80) feet and an arc distance of sixty-nine and 86/100 (69.86) feet along other land of the Grantor to a point; thence

NORTH 19° 57' 52" EAST still along other land of the Grantor, thirty-nine and 34/100 (39.34) feet to a point; thence

NORTH 03° 12' 30" EAST still along other land of the Grantor, three hundred sixty-nine and 20/100 (369.20) feet to a point at land of Carlo V. & Irma Casella; thence

SOUTH 82° 10' 18" EAST along land of said Cassella, ninety-eight and 37/100 (98.37) feet to a stone bound; thence

SOUTH 73° 50' 30" EAST still along Casella's land, fifty and 75/100 (50.75) feet to an iron pin; thence

NORTH 03° 47' EAST still along Casella's land, seventy-five and 08/100 (75.08) feet to an iron pin in the Southerly line of the State Highway Route 57; thence

NORTH 86° 11' 12" EAST along the Southerly line of said Route 57, five hundred sixty-eight and 60/100 (568.60) feet to an iron pin at land of Nicholas A., Jr. & Stella K. Longhi; thence

SOUTH 77° 32' 24" EAST along said Longhi land, four hundred sixty-five and 67/100 (465.67) feet to a stone bound at land of Stanley & Helen A. Pieczarka; thence

SOUTH 05° 10' 54" EAST along said Pieczarka's land, three hundred nineteen and 48/100 feet to a stone bound; thence

SOUTH 11° 40' 11" WEST still along said Pieczarka's land, two hundred forty-five and 58/100 (245.58) feet to a stone bound; thence

SOUTH 77° 20' 44" EAST still along Pieczarka's land, eighty-one and 70/100 (81.70) feet to a stone bound; thence

SOUTH 02° 46' 20" EAST still along Pieczarka's land, two hundred twenty-seven and 27/100 (227.27) feet to a stone bound; thence

NORTH 83° 02' 08" WEST in a straight line, twelve hundred eighty-nine and 72/100 (1289.72) feet to a point at other land of the Grantor; thence

NORTH 03° 12' 30" EAST along other land of the Grantor, ninety-one and 05/100 (91.05) feet to a point; thence

NORTH 83° 02' 08" WEST still along other land of the Grantor, thirty-seven and 34/100 (37.34) feet to a point; thence

NORTH 23° 02' 08" WEST still along other land of the Grantor, twenty-one and 91/100 (21.91) feet to a point; thence

NORTH 79° 10' 55" WEST still along other land of the Grantor, one hundred fifty-four and 40/100 (154.40) feet to a point in the Westerly line of Main Street; thence

NORTH 03° 12' 30" EAST along the Westerly line of Main Street, seventy-seven and 82/100 (77.82) feet to an iron pin at the point of beginning.

CONTAINING 22.28 acres of land.

BEING A PORTION of the premises conveyed to the Grantor by two deeds, dated, acknowledged and recorded in Hampden County Registry of Deeds: to wit

Deed from Louis E. Stratton, Beatrice M. Stratton, and Charlotte S. Nilson, to Carmel Associates, Inc., recorded on July 31, 1972 in Hampden County Registry of Deeds in Book 3715, Page 270. Said deed was dated, and acknowledged by Beatrice M. Stratton on July 24, 1972, by Charlotte S. Nilson on July 26, 1972 and by Louis E. Stratton on July 31, 1972.

Deed from Irene E. Fitzgerald to Carmel Associates, Inc., dated and acknowledged on July 28, 1972, recorded on July 31, 1972 in said Registry of Deeds in Book 3715, Page 272.

SUBJECT TO encumbrances as follows:

Mortgage to Danielson Federal Savings and Loan Association, in the amount of \$3,729,600.00, dated and recorded on July 31, 1972 in said Registry in Book 3715, Page 274,
Second mortgage to Danielson Federal Savings and Loan Association in the amount of \$566,000.00, dated and recorded on July 31, 1972 in said Registry in Book 3715, Page 279.
UCC 1 financing statement, dated and recorded on July 31, 1972 in said Registry in Book 3715, Page 284.

A certified engineer's copy of the plan of said premises is recorded in Hampden County Registry of Deeds on the 19th day of October, 1972, in Book of Plans 138, Pages 110 and 111, and reference to said plan is made hereto for the purpose of incorporating said plan within the scope of this deed by reference thereto (See Surveyor's Certificate, Exhibit A1 and Attorney's Certificate, Exhibit A2, attached hereto.)

2. Submission of Property. The Grantor does hereby submit said land, together with all buildings and improvements now or hereinafter placed thereon, to the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 183A, as amended; and does hereby state that its purpose is to create a condominium to be governed by, and subject to, the provisions of said Chapter 183A, as amended.

3. Name. The condominium shall be known as "Beekman Place Estates Condominium".

4. Description of Buildings. The Grantor proposes to construct one hundred ninety-two (192) condominium units upon the "property" in substantial accordance with the plans and specifications submitted by Reinhardt Associates, 55 State Street, Springfield, Hampden County, Massachusetts, dated July 7, 1972, a copy of which is on file with the Building Department of the Town of Agawam, and a copy is available for inspection at the office of the Sponsor at 430 Main Street, Agawam, Massachusetts. A certified copy of the floor plans for each proposed unit is attached hereto and marked Exhibit B, and a certified resume of the specifications is attached hereto and marked Exhibit C. The location of the various units to be built is shown on Sheets 1-4 of 8, of Exhibit B.

5. Common Areas and Facilities. Each unit has appertaining to it an undivided interest in the common areas and facilities in the percentage which shall be determined by the fair market value of each unit to the total fair market value of all buildings contemplated to be constructed upon the completion of the development.

6. For the purpose of determining the percentage, the offering price at which the Sponsor shall initially offer the units in phase one shall be considered the fair market value for all units hereinafter constructed regardless of the actual sale price of any one of such units.

7. In the event the Sponsor elects to terminate the construction on the condominium by serving a notice as provided in the By-Laws, the initial percentage of interest in the common areas shall be adjusted to the fair market value of the units then completed. The final determination of the percentage of common ownership allocated to each unit shall be finally determined upon the completion of all four phases of construction or the voluntary termination of construction at the election of the Sponsor.

8. The common areas and facilities shall consist of the entire property including all parts of the building other than the units and including without limitation the following:

- (a) The land on which the buildings are erected;
- (b) All roofs, foundations, columns, girders, beams and supports;
- (c) All exterior walls of the buildings, not including the portions thereof on the unit side of the concrete work and wood framing of such walls; the block work of all walls separating units; all wood flooring and the wood framing of the ceiling.

- (d) All yards, gardens, swimming pool, if any, areas and facilities for the swimming pool, if any, all other recreational or community facilities, and all parking and driveway areas; but not including any storage areas located within the units as delineated by interior partition walls.
- (e) All space devoted to the lodging or use of the superintendent and other persons employed in connection with the operation of the property, if any.
- (f) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat, air conditioning and incinerating (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces;
- (g) All tanks, pumps, motors, fans, compressors and control equipment used in connection with central and appurtenant appliances under section "f".
- (h) All other parts of the Property and all apparatus and installations existing in the buildings or on the property for common use or necessary or convenient to the existence, maintenance or safety of the property.

9. Determination of Percentages in Common Areas and Facilities. The percentage of the undivided interest of the respective units in the common areas and facilities shall be determined as set forth in paragraph five, supra. The Sponsor reserves the right to determine the number of units and the location of the units to be built in each of the four phases of the construction program.

10. Encroachments. If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for the encroachment and for the maintenance of the same so long as the buildings stand, shall exist. In the event the buildings, the unit, any adjoining unit, or any adjoining common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any unit or of any unit upon any other unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings shall stand.

11. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements located inside of Units. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Managers shall have the right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the buildings.

12. Restrictions on Use of Condominium Units. In order to provide for congenial occupancy of the property and for the protection of the values of the condominium units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The condominium units shall be used for residences only.
- (b) The common areas and facilities shall be used only for the furnishing of the services and facilities for which they are

reasonably suited and which are incident to the use and occupancy of condominium units.

- (c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
- (d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.
- (e) No portion of the condominium unit (other than the entire condominium unit) may be rented, and no boarders or lodgers may be accommodated therein.
- (f) No person under 14 years of age shall occupy a condominium unit unless said occupation in each instance be expressly permitted in writing by the Board of Managers or the managing agent or the manager and such consent shall not be unreasonably denied, and if given, shall be revocable by the Board of Managers or the managing agent or the manager for cause and for common good of the unit members, at any time.

13. Acquisition of Units by Board of Managers. In the event any unit owner shall surrender his unit, together with (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the interest of such unit owner in any other units acquired by the Board of Managers or its designee on behalf of all unit owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 183A, as amended or in the event the Board of Managers shall purchase from any unit owner who has elected to sell the same, a unit, together with the Appurtenant Interests, pursuant to Section I of Article VII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a unit, together with the Appurtenant Interests, title to any such unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. The lease covering any unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

14. Units Subject to Master Deed, By-Laws and Rules and Regulations. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Organization of Unit Owners: An unincorporated association, to be known as "Beekman Place Estates Association" has been formed through which the unit owners will manage and regulate the Condominium. Said association has enacted By-laws pursuant to Massachusetts General Laws (Ter. Ed.) Chapter 183A, as amended, which By-laws are annexed hereto and made a part of this Master Deed, and has adopted Rules and Regulations, which Rules and Regulations are annexed hereto and made a part of this Master Deed. The names of the Board of Managers of said Association are available at the Association Office.

16. The acceptance by any person, corporate or otherwise, of any conveyance under this Master Deed of any unit constructed on the "property" shall constitute election of the Grantee(s) to membership in the "Beekman Place Estates Association" and the Grantee(s) submit to the regulations of said Association and agree to pay all common charges and/or assessments levied by the Board of Managers of the Association.

17. Power of Attorney to Board of Directors. Each Unit owner shall grant to the persons who shall, from time to time, constitute the Board of Managers of the Condominium an irrevocable power of attorney, coupled with an interest, 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 Board of Managers or their designees, corporate or otherwise, on behalf of all unit owners and to convey, sell, lease, mortgage or otherwise deal with any such units so acquired or to sublease any units so leased by the Board of Managers.

18. Person to Receive Service

The President of the Association is designated as the proper party to receive notice of process in any action which may thereafter be brought against the Association.

19. Amendment of Declaration. This "Master Deed" may be amended by the vote of at least a majority of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided that said amendment shall be effective only after the holders of mortgages on not less than sixty (60) Units in the Condominium have approved in writing said amendment. No such amendment shall be effective until recorded in the Hampden County Registry of Deeds. For purposes hereof, a majority of Unit Owners means the owners of more than 50% in the aggregate in interest of the ownership of the common areas.

20. Removal from provisions of this chapter.

(a) Seventy-five per cent of the unit owners, or such greater percentage as is stipulated in the by-laws, may remove all of a condominium or portion thereof from the provisions of this chapter by an instrument to that effect, duly recorded, provided that the holders of all liens upon any of the units affected consent thereto by instruments duly recorded. Upon such removal, the condominium, including all the units, or the portion thereof thus removed shall be owned in common by the unit owners and the organization of unit owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each unit owner shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities.

(b) Such removal shall not bar the subsequent resubmission of the land and buildings involved to the provisions of this chapter.

21. PAYMENT OF COMMON CHARGES.

All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of the Association By-Laws at such time or times as the Board of Managers shall determine. The Board of Managers shall take prompt action to collect any common charge due from any unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. No Unit owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Association By-Laws) of such Unit. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien of the payment of common charges assessed prior to the foreclosure sale. No common charges shall be assessed to the developer on unsold units.

22. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES.

The common charges to be assessed to each unit owner will vary according to the cost of the services to be furnished. The estimated common charges based on present market costs amount to an approximate monthly charge of \$32.00 * for each two bedroom unit and \$36.00 * for each three bedroom unit.

*new monthly rates in effect

23. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the costs of repairs and maintenance of the limited common areas and facilities, and the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of the Association By-Laws. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. Common expenses may also include such amounts as the Board of Managers may deem proper to be expended in connection with the operations of the condominium association. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all unit owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and to their mortgagees.

24. REBUILDING FOLLOWING CASUALTY LOSS; PARTITION UPON DISAPPROVAL; REPAIR OR RESTORATION UPON APPROVAL; PURCHASE FROM DISSENTING OWNER.

(a) Rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the by-law provision dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten per cent of the value of the condominium prior to the casualty.

(b) If said casualty loss exceeds ten per cent of the value of the condominium prior to the casualty, and

(1) If seventy-five per cent of the unit owners do not agree within one hundred and twenty days after the date of the casualty to proceed with repair or restoration, the condominium, including all units, shall be subject to partition at the suit of any unit owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the unit owner's respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of this chapter.

(2) If seventy-five per cent of the unit owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten per cent of the value of the condominium prior to the casualty, any unit owner who did not so agree may apply to the superior court of the county in which the condominium is located on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at the fair market value thereof as approved by the court. The costs of any such purchase shall be a common expense.

25. IMPROVEMENTS; COSTS.

(a) If fifty per cent or more but less than seventy-five per cent of the unit owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.

(b) Seventy-five per cent or more of the unit owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten per cent of the then value of the condominium, any unit owner not so agreeing may apply to the superior court of the county in which the property is located, on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

26. Conflicts. This deed is drawn to comply with the requirements of the General Laws, 183A of the Commonwealth of Massachusetts, as amended to date. In the event of any conflict between the provisions hereof and the provisions of said Statute, the provisions of such Statute shall control.

27. Invalidity. The invalidity of any provisions of this deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remaining provisions and, in such event, all of the other provisions herein set forth shall continue in full force and effect as if such invalid provision had never been included herein.

28. Waiver. No provision contained in this deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

WITNESS the execution hereof as a sealed corporate instrument under the laws of the Commonwealth of Massachusetts, at Agawam, Hampden County, Massachusetts, this 16 th day of October, 1972.

CARMEL ASSOCIATES, INC.

Corporate seal affixed

by: s/ Carlo F. Bonavita
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

October 16 , 1972

Then personally appeared the above named, Carlo F. Bonavita, President and Treasurer, and acknowledged the foregoing instrument to be the free act and deed, of Carmel Associates, Inc. before me,

s/ William C. Young
Notary Public

My commission expires:
July 6, 1974.

CORPORATE VOTE

At a special meeting of the Board of Directors of Carmel Associates, Inc., held at the corporate offices at 430 Main Street, Agawam, Massachusetts on the 16th day of October, 1972, all directors being present and voting and a Notice of said meeting having been waived, the following business was transacted:

The foregoing "Master Deed" was read and a copy furnished to each director. Thereafter, upon due deliberation, it was voted: That the terms of said Master Deed be approved as drawn, and that Carlo F. Bonavita, as President and Treasurer, be authorized and directed to sign, seal and record said deed for and on behalf of the corporation and execute any and all other instruments necessary to complete the financing, building and disposition of the condominium to be built on the premises described herein. It was further voted that the signature of Carlo F. Bonavita in his capacity aforesaid to any instrument executed pursuant to this vote shall be conclusive evidence of the acceptability of the terms thereof to the corporation.

A TRUE COPY
ATTEST:

s/ David W. Young
Clerk

From the office of
WILLIAM C. YOUNG, Esq.
Barrister Hall
Sixty-two Suffield Street
Agawam, Massachusetts 01001

JOINDER OF MORTGAGEE

The Danielson Federal Savings and Loan Association, a banking corporation organized under the laws of the United States of America and located in the Town of Danielson, Windham County, State of Connecticut, acting herein by Howard E. Mahan its President hereunto duly authorized, being the holder of a first mortgage on the property submitted herewith to the operation of Chapter 183A of the General Laws of Massachusetts, as amended, hereby joins in the foregoing deed and hereby submits its interest in said property to the operation of said Statute.

IN WITNESS WHEREOF the said Danielson Federal Savings and Loan Association, has caused this instrument to be executed in its corporate name and its corporate seal to be hereto affixed this 16th day of October, 1972.

DANIELSON FEDERAL SAVINGS
AND LOAN ASSOCIATION

by s/ Howard E. Mahan
President

STATE OF CONNECTICUT

Windham ss,

October 16, 1972

On this 16th day of October, 1972, personally appeared Howard E. Mahan, President of Danielson Federal Savings and Loan Association, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed and the free act and deed of said Danielson Federal Savings and Loan Association, before me,

s/ William C. Young

William C. Young, Notary Public
My commission expires July 6, 1974.

EXHIBIT A 1

SURVEYOR'S CERTIFICATE

I, C. Edwin Anderson, of 131 Hampden Road, East Longmeadow, do hereby certify:

1. That I am a Registered Land Surveyor in the Commonwealth of Massachusetts.
2. That the foregoing description and the above mentioned plan are both computed from the field notes of an actual ground survey made by me on the 23rd - day of May 1972 and that all monuments noted thereon are located on the ground as of that date and the courses and distances as set forth on both the plan and in the foregoing description are accurate and true to the best of my knowledge and belief.

C. Edwin Anderson
C. Edwin Anderson

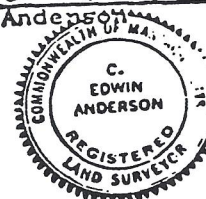


EXHIBIT A 2

ATTORNEY'S CERTIFICATE

I, William C. Young, do hereby certify that I am a practicing attorney in the Commonwealth of Massachusetts with offices at 62 Suffield Street, Agawam, Massachusetts; that I have examined the records of Hampden County Registry of Deeds on the above property and find that title is vested in Carmel Associates, Inc. by virtue of the deeds herein above referred to and is encumbered by the mortgages and the UCC 1 financing statement set forth herein.

I further certify that in my opinion there are no material defects or encumbrances upon said property except as noted herein.

My examination closes July 31, 1972 at 4:30 p.m.

William C. Young
William C. Young

EXHIBIT B

<u>Building No.</u>	<u>Unit No.</u>	<u>Model</u>	<u>Plan No.</u>
1	2	Brackley	B2
1	4	Abingdon	A1
1	6	Abingdon	A2
1	8	Abingdon	A1
1	10	Abingdon	A2
1	12	Abingdon	A1
1	14	Abingdon	A2
1	16	Brackley	B1
2	18	Brackley	B2
2	20	Abingdon	A1
2	22	Abingdon	A2
2	24	Abingdon	A1
2	26	Abingdon	A2
2	28	Abingdon	A1
2	30	Abingdon	A2
2	32	Brackley	B1
3	34	Brackley	B2
3	36	Abingdon	A1
3	38	Abingdon	A2
3	40	Abingdon	A1
3	42	Abingdon	A2
3	44	Abingdon	A1
3	46	Abingdon	A2
3	48	Brackley	B1
4	50	Brackley	B2
4	52	Abingdon	A1
4	54	Abingdon	A2
4	56	Abingdon	A1
4	58	Abingdon	A2
4	60	Abingdon	A1
4	62	Abingdon	A2
4	64	Brackley	B1
5	66	Brackley	B2
5	68	Abingdon	A1
5	70	Abingdon	A2
5	72	Abingdon	A1
5	74	Abingdon	A2
5	76	Abingdon	A1
5	78	Abingdon	A2
5	80	Brackley	B1
6	82	Brackley	B2
6	84	Abingdon	A1
6	86	Abingdon	A2
6	88	Abingdon	A1
6	90	Abingdon	A2
6	92	Abingdon	A1
6	94	Abingdon	A2
6	96	Brackley	B1
7	98	Brackley	B2
7	100	Abingdon	A1
7	102	Abingdon	A2
7	104	Abingdon	A1
7	106	Abingdon	A2
7	108	Abingdon	A1
7	110	Abingdon	A2
7	112	Brackley	B1

<u>Building No.</u>	<u>Unit No.</u>	<u>Model</u>	<u>Plan No.</u>
8	114	Brackley	B2
8	116	Abingdon	A1
8	118	Abingdon	A2
8	120	Abingdon	A1
8	122	Abingdon	A2
8	124	Abingdon	A1
8	126	Abingdon	A2
8	128	Brackley	B1
9	130	Brackley	B2
9	132	Abingdon	A1
9	134	Abingdon	A2
9	136	Abingdon	A1
9	138	Abingdon	A2
9	140	Abingdon	A1
9	142	Abingdon	A2
9	144	Brackley	B1
10	146	Brackley	B2
10	148	Abingdon	A1
10	150	Abingdon	A2
10	152	Abingdon	A1
10	154	Abingdon	A2
10	156	Abingdon	A1
10	158	Abingdon	A2
10	160	Brackley	B1
11	162	Brackley	B2
11	164	Abingdon	A1
11	166	Abingdon	A2
11	168	Abingdon	A1
11	170	Abingdon	A2
11	172	Abingdon	A1
11	174	Abingdon	A2
11	176	Brackley	B1
12	178	Brackley	B2
12	180	Abingdon	A1
12	182	Abingdon	A2
12	184	Abingdon	A1
12	186	Abingdon	A2
12	188	Abingdon	A1
12	190	Abingdon	A2
12	192	Brackley	B1
14	194	Brackley	B2
14	196	Abingdon	A1
14	198	Abingdon	A2
14	200	Abingdon	A1
14	202	Abingdon	A2
14	204	Abingdon	A1
14	206	Abingdon	A2
14	208	Brackley	B1
15	210	Brackley	B2
15	212	Abingdon	A1
15	214	Abingdon	A2
15	216	Abingdon	A1
15	218	Abingdon	A2
15	220	Abingdon	A1
15	222	Abingdon	A2
15	224	Brackley	B1

<u>Building No.</u>	<u>Unit No.</u>	<u>Model</u>	<u>Plan No.</u>
16	113	Brackley	B1
16	115	Abingdon	A2
16	117	Abingdon	A1
16	119	Abingdon	A2
<u>16</u>	<u>121</u>	<u>Abingdon</u>	<u>A1</u>
16	123	Abingdon	A2
16	125	Abingdon	A1
16	127	Brackley	B2
17	97	Brackley	B1
17	99	Abingdon	A2
17	101	Abingdon	A1
17	103	Abingdon	A2
17	105	Abingdon	A1
17	107	Abingdon	A2
17	109	Abingdon	A1
17	111	Brackley	B2
18	1	Brackley	B1
18	3	Abingdon	A2
18	5	Abingdon	A1
18	7	Abingdon	A2
18	9	Abingdon	A1
18	11	Abingdon	A2
18	13	Abingdon	A1
18	15	Brackley	B2
19	10	Brackley	B2
19	12	Abingdon	A1
19	14	Abingdon	A2
19	16	Abingdon	A1
19	89	Brackley	B1
19	91	Abingdon	A2
19	93	Abingdon	A1
19	95	Abingdon	A2
20	73	Brackley	B1
20	75	Abingdon	A2
20	77	Abingdon	A1
20	79	Abingdon	A2
20	81	Abingdon	A1
20	83	Abingdon	A2
20	85	Abingdon	A1
20	87	Brackley	B2
21	57	Brackley	B1
21	59	Abingdon	A2
21	61	Abingdon	A1
21	63	Abingdon	A2
21	65	Abingdon	A1
21	67	Abingdon	A2
21	69	Abingdon	A1
21	71	Brackley	B2
22	49	Abingdon	A1
22	51	Abingdon	A2
22	53	Abingdon	A1
22	55	Brackley	B2
22	2	Abingdon	A2
22	4	Abingdon	A1
22	6	Abingdon	A2
22	8	Brackley	B1

<u>Building No.</u>	<u>Unit No.</u>	<u>Model</u>	<u>Plan No.</u>
23	33	Bracklev	B1
23	35	Abingdon	A2
23	37	Abingdon	A1
23	39	Abingdon	A2
23	41	Abingdon	A1
23	43	Abingdon	A2
23	45	Abingdon	A1
23	47	Bracklev	B2
24	17	Bracklev	B1
24	19	Abingdon	A2
24	21	Abingdon	A1
24	23	Abingdon	A2
24	25	Abingdon	A1
24	27	Abingdon	A2
24	29	Abingdon	A1
24	31	Bracklev	B2
25	1	Bracklev	B1
25	3	Abingdon	A2
25	5	Abingdon	A1
25	7	Abingdon	A2
25	9	Abingdon	A1
25	11	Abingdon	A2
25	13	Abingdon	A1
25	15	Bracklev	B2

EXHIBIT C

The buildings to be located as set forth in the schedule of Exhibit B herein, shall be built in substantial accordance with the following specifications; however the Sponsor reserves the right to alter the specifications as set forth herein, should construction advantages be gained by substitution of other materials or in the event that market conditions make the specified materials unavailable or economically unfeasible for construction.

There are two basic unit types; the ABINGDON, containing living room, dining area, kitchen, two bedrooms, one and one-half baths with an area of approximately 1140 square feet; the BRACKLEY, containing living room, dining area, kitchen, three bedrooms, one and one-half baths with an area of approximately 1320 square feet.

The standard type of each unit (on Plans A-1 and B-1, Exhibit B) has the kitchen to the left of the main entry. Reverse plan models (on Plans A-2 and B-2, Exhibit B) are available and are designated RP in this Exhibit.

Units are available in sloped Mansard and square Mansard roofs. Models are designated as Abingdon (on Plans A-1 and A-2) Brackley (on Plans B-1 and B-2).

Each unit designated in this Exhibit has a full basement.

FOUNDATION

FOOTINGS. Footings shall be poured concrete, twenty-four inches wide and twelve inches thick.

EXTERIOR CELLAR WALLS. Exterior cellar walls shall be poured concrete, twelve inches thick.

INTERIOR PARTITION WALLS. Interior partition walls shall be poured concrete, eight inches thick, or eight inch cinder blocks.

CELLAR FLOORS. Cellar floors shall be poured concrete, four inches thick.

DECKING

FRAMING. Framing shall be hemlock or equal, market providing, 16 inches on center, 2 x 10.

FLOORS. Floors shall consist of underlayment 1/2 inch plyscore, exterior glued; overlayment, 3/8 inch particle board.

EXTERIOR WALLS

First Floor

FRAMING. Framing shall be hemlock or equal, market providing, 16 inches on center, 2 x 4 studs, drywall construction 1/2 inch thick.

EXTERIOR BOARDING. Exterior boarding shall be U.S. Gypsum or equal, gypsum siding, V-joint, backed by 4 inch cinder blocks, faced with brick.

DOORS. Doors shall be 1-3/4 inch metal, Pease or equal (Exterior).

REAR DOORS. Rear doors shall be double glazed aluminum, sliding, Capital, or equal.

EXTERIOR WALLS

Second Floor

FRAMING. Framing shall be 2 x 4 stud, 16 inches on center, faced with Mansard roof, finished with cedar shingles or shakes, or asphalt shingles. Market conditions to govern.

WINDOWS. Capital, double glazed, aluminum, or equal.

ROOF

FRAMING. Framing shall be 2x8 inch roof joist, 16 inches on center.

BOARDING. Boarding shall be 1/2 inch plyscore, exterior glued.

FINISH. (Exterior). Exterior finish shall be 4-ply asbestos Bald roof, Burd or equal.

DECORATING

TRIM. All standing trim to be stained, the selection of wallpaper and quality to be optional with the purchaser as an extra.

PAINTING OF WALLS. Painting of walls is to be included as part of the purchase price with the selection of color reserved to the purchaser. If the purchaser selects paper, an allowance will be made for the cost of painting each unit.

CEILINGS. All ceilings will be 1/2 inch gypsum board, sand sprayed.

PLUMBING. All plumbing work and material shall comply with state and local codes and ordinances.

FIXTURES

BATHROOM FIXTURES - Second Floor. Bathroom fixtures shall consist of one tub with showerhead, one lavatory, one toilet, and one vanity with mirror:

Tub - American Standard #P2265 or #P2267, or equal,

Lavatory - Briggs #16505 or equal,

Water Closet - Briggs #6230 or equal,

Vanity - Depending on market availability,

All bathrooms shall have ceramic tile on walls and floors.

BATHROOM FIXTURES - First Floor. 1/2 bathroom, consisting of lavatory and water closet, vanity and exhaust fan:

Lavatory - Briggs #16505 or equal,

Water Closet - Briggs #6230 or equal,

Vanity - Depending on market availability,

Exhaust Fan - U/L approved

LIGHTING FIXTURES. Lighting fixtures shall be U/L approved.

KITCHEN FIXTURES.

Sink - Single compartment, American Standard #25223 with sound deadener or equal,

Disposal - Waste King #2500 or equal,

Faucets - Delta #100 or equal,

Stove - 30 inch Hotpoint #RS 736 or equal,

Refrigerator - 14 cubic foot with freezer, Hotpoint #CTF 14A, or equal,

Dishwasher - Hotpoint #GHDA 310A, or equal,

Kitchen Cabinets - Factory built, pre-finished wood.

Exhaust Fan - Hood to be installed over the stove, Hotpoint #RV 130 or equal,

Waste Pipes - All main waste pipes to be cast iron interior piping, copper.

ELECTRICAL

100 amp panel to be installed for each unit. All wiring to be U/L approved and all electric work provided, shall comply with state and local codes and ordinances.

CARPETING

Kitchen Floors - To be covered with vinyl or kitchen carpeting depending on market availability.

All other Floors (with the exception of the bathroom and entrance hall) will be carpeted wall-to-wall with pad, 18 ounce face weight, continuous nylon filament, double jute back, or equal, colors to be selected by the purchaser, subject to market availability.

Front entrances - To be quarry tiled, or equal. Market conditions to govern.

MISCELLANEOUS

All condominium units will be pre-wired by the telephone company during construction, pre-wired for cable television and will have duct work for master vacuum cleaner. Cleaning tools and hose will be furnished to buyer at builders cost.

Washer and dryer connections will be provided in all units. All units shall be provided with all metal hatchway. All units shall have private slab patios.

HEATING AND AIR CONDITIONING

Each unit will be equipped with hot air, gas fired heating system with duct work installed, General Electric furnace #WE 424C1A, or equal and electric air conditioning system to be installed with central system for each unit, General Electric #TA724B1A, or equal.

LANDSCAPING

Lawns to be installed with shrubs and sapling trees, substantially in accordance with the plans on file as part of this Master Deed. All sidewalks, streets, drainage, water and sewers are to be installed in accordance with the plans and specifications filed with the Building Department of the Town of Agawam, a copy of which is available at the office of the Sponsor. All amenities, including the swimming pool, bath house and gazebo shall be placed and constructed in accordance with the plans and specifications above referred to. The Sponsor reserves the right to relocate the tennis court and recreational area, should construction advantages be gained by such relocation.

ARCHITECT'S CERTIFICATE

The undersigned, being the architect who prepared the plans and specifications submitted by Reinhardt Associates, dated July 7, 1972, for the construction details of Beekman Place Condominium Estates, does hereby certify:

1. That I am a registered architect for the Commonwealth of Massachusetts.
2. That the plans and specifications set forth as Exhibit B and C of this Master Deed correctly state the contents of the specifications as filed with the building commissioner of the Town of Agawam and that the floor plans forming part of this exhibit are scale drawings of the plans on file with said specifications.

REINHARDT ASSOCIATES

By: s/ Douglas C. Goodwin Reg. #2843
Registered Architect