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Barnstable Registry District

MAR 27 1972
RECEIVED FOR REGISTRATION
AT THE CLERK'S OFFICE
BARNSTABLE, MASS.
WASHINGTON, D.C.

CLERK'S CERTIFICATE
of
HORSE POND CORPORATION

Regarding First Amendment
to Halcyon Master Deed
or Declaration of Condominium

I, David B. Goldberg, Clerk of Horse Pond Corporation, do hereby certify that at a
Special Joint Meeting of the Board of Directors of Horse Pond Corporation and Haim Eliachar
and Lawrence J. Sperber, the General Partners of Yar Associates, a limited partnership
organized under General Laws, Chapter 109, the sole owner of all of the condominium units
created by a Master Deed or Declaration of Condominium dated February 15, 1972, by Yar
Associates, and registered as Document No. 157445 filed with the Barnstable Land Registry
District, covering the premises shown as Lot 7 on Land Court Subdivision Plan No. 32462-D,
said Special Joint Meeting held by Joint Consent on March 20, 1972, the following Vote was
unanimously adopted:-

VOTED: Whereas there is now in existence a Master Deed or Declaration of
Condominium dated February 15, 1972 by Yar Associates, a Limited
Partnership, covering the premises shown as Lot 7 on Land Court
Subdivision Plan No. 32462-D by Charles N. Savery, Inc., Registered
Engineers and Surveyors dated December 22, 1971, said Plan filed
with the Land Court at Boston.

Now therefore, by virtue of authority vested by Article XVIII of said
Declaration of Condominium, the Corporation does hereby amend said
Declaration of Condominium, as follows:-

By striking out Paragraphs 1 (d) and 1 (e) of Article XVIII in their
entirety and substituting therefor the following:-

- (d) Notwithstanding anything herein contained to the contrary
during the period commencing on the date hereof and ending
on December 31, 1974, unless there shall have been erected
prior thereto 135 units on the property, the Developer shall

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have the right at any time to adopt amendments to the within Master Deed or Declaration of Condominium to reflect the fact that additional Units have been built upon the property by the Developer, in which event such amendments, shall reduce the Unit Owners interest in the Common Elements to that portion thereof which is equal to a fraction, the numerator of which is one (1) and the denominator of which is the number of units which have been built at the time of such amendment, subject to the provision that in no event shall the denominator exceed 151.

- (e) Further, in recognition of the fact that it is contemplated that additional Units and Common Elements are to be built by the Developer on the property as set forth in Paragraph 1 (d) hereof, the Developer shall have the right, solely for its own account, to enter upon the property from time to time to build and sell additional units and thus effectuate such contemplation, and to carry out any activity ancillary thereto or in connection therewith, reserving to itself the proceeds which may be derived therefrom.

By striking out Paragraph 1 of Article VII in its entirety and substituting therefor the following:-

1. Covenant against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until all of the Buildings are no longer tenatable, whichever first occurs. An exception to this clause in the event of casualty damage is set forth in Article XIV hereof.

By striking out the first sentence of Article IV in its entirety and substituting therefor the following:-

There are three buildings which comprise the condominium, containing in the aggregate twenty (20) Units, as follows:-

By striking out Article VI in its entirety and substituting therefor the following:-

VI. COMMON ELEMENTS. The Common Elements consist of all of the land shown as Lot 7 on Exhibit D, all such land not covered

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by improvements being common open areas (subject to the exclusive right of each Unit Owner to use certain areas adjacent to his Unit as provided in Article IX hereof), parking areas, tennis courts to be erected within the common open areas, a swimming pool to be erected within the common open areas, a club house to be erected within the common open areas, and the shoreline of Horse Pond as shown on Exhibit D, together with the right to use Horse Pond, subject to such rules and regulations as may be provided from time to time by the Association. The Common Elements also include such additional common areas as are defined in Chapter 183A.

The proportionate interest of each unit in the Common Elements is as follows:-

1A	1/20	2A	1/20	3A	1/20
1B	1/20	2B	1/20	3B	1/20
1C	1/20	2C	1/20	3C	1/20
1D	1/20			3D	1/20
1E	1/20			3E	1/20
1F	1/20			3F	1/20
1G	1/20			3G	1/20
1H	1/20			3H	1/20
				3I	1/20

By striking out Paragraph 7 of Article VII in its entirety and substituting therefor the following:-

7. Shares of Unit Owners. The shares of the Unit Owners in the Common Elements shall be as stated in Article VI and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded. Nothing contained in this Paragraph 7 of Article VII shall, however, be construed as precluding or preventing the Developer from exercising any of its rights to reduce the fractional interest of Unit Owners in common areas and facilities to reflect the construction of additional Units in the Condominium as set forth in Paragraph 1 (d) of Article XVIII hereof or of requiring the consent of any holder of any mortgage upon one or more Units to any action which the Developer may take pursuant to said Paragraph 1 (d) of Article XVIII hereof.

By striking out Paragraph 3 (a) of Article XIII in its entirety and substituting therefor the following:-

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- (a) Casualty. The Buildings and all other insurable improvements upon the property and all personal property as owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:-

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;

By striking out Paragraph 4 of Article XIV in its entirety and substituting therefor the following:-

4. Encroachments upon or in favor of Units which may be created as a result of any reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either in accordance with the original construction plans and specifications or a plan of reconstruction approved by all Unit Owners.

By striking out Article XV in its entirety, and stating in lieu thereof the following:-

Article XV has been omitted.

By deleting the existing Exhibit "A" (Sheet 1), and substituting therefor a new Exhibit "A" (Sheet 1) entitled "Halcyon, a Condominium" in accordance with the Exhibit "A" (Sheet 1) attached hereto.

VOTED: By virtue of the authority vested by Article X of the By-laws of Horse Pond Corporation, said By-laws are hereby amended by adding a new section thereto, to be entitled ARTICLE III A, as follows:-

ARTICLE III A. ADMINISTRATION OF THE CONDOMINIUM. Incorporated fully herein and made a part hereof are the provisions of the Master Deed which provide for:-

Robert J. Hildreth P.L.S. # 19347

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- (a) The method of providing for the necessary work of maintenance, repair and replacement of the common areas and facilities and payments therefor, including the method of approving payment vouchers.
- (b) The manner of collecting from the unit owners their share of the common expenses.
- (c) The procedure for hiring all personnel, including whether or not a manager or managing agent may be engaged.
- (d) The method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities.
- (e) Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities.

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The Corporation does hereby in all other respects ratify and confirm

the said Master Deed or Declaration of Condominium dated February 15, 1972.
and the By-laws of Horse Pond Corporation.

A True Record

ATTEST:

David B. Goldberg
DAVID B. GOLDBERG, Clerk

ASSENTED
TO BY:

YAR ASSOCIATES

By:

Haim Eliachar
HAIM ELIACHAR, General Partner

Lawrence J. Sperber
LAWRENCE J. SPERBER, General Partner

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss

March 20, 1972

Then personally appeared Haim Eliachar, General Partner, as aforesaid,
and acknowledged the foregoing to be his free act and deed and the free act and
deed of Yar Associates.

Alton L. Horte Jr
Notary Public

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss

March 20, 1972

Then personally appeared Lawrence J. Sperber, General Partner, as
aforesaid and acknowledged the foregoing to be his free act and deed and the free
act and deed of Yar Associates.

Alton L. Horte Jr
Notary Public

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We, the undersigned being two of the officers of Horse Pond Corporation,
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a Corporation duly organized under the laws of the Commonwealth of Massachusetts do hereby certify that the foregoing is a true and correct copy of a resolution adopting the First Amendment to the said Master Deed or Declaration of Condominium, said amendment having been duly adopted at a joint meeting of the Board of Directors of Horse Pond Corporation, said Corporation otherwise referred to in the said Master Deed or Declaration of Condominium as the Association and of the General Partners of Yar Associates, the owner of all of the Condominium Units. Said joint meeting was held at 12:30 P. M. at the office of Attorney Walter D. Wekstein, 1 Boston Place, Boston, Massachusetts and all of Directors of Horse Pond Corporation and all of the General Partners of Yar Associates were present and voting at said meeting. For title reference see certificate of Title Number 51534 in Book 412, Page 14, Barnstable Registry DISTRICT.

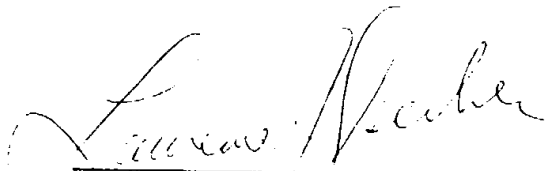
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Signed under penalties of Perjury on this 20th day of March, 1972.

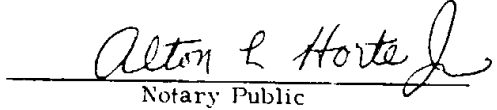


LAWRENCE J. SPERBER

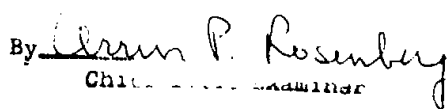


DAVID B. GOLDBERG

Subscribed and sworn to before me this 20th day of March 1972.


Notary Public

JUDICIAL COURT MAR 24 1972
APPROVED FOR REGISTRATION

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Chicago Examiner

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Exhibit "A" (Sheet 1)

Description			Unit Description and Features				Code of Type and Features(3)
No.	No. of Stories	No. of Units	No.	Floors	No. of Rooms(1)	Approx. (2) Sq. Ft. Area	
1	2	6	1-A	2 + base.	4	1708	CR
			1-B	2 + base.	4	1708	A
			1-C	2 + base.	4	1708	AR
			1-D	2 + base.	4	1908	A
			1-E	2 + base.	4	1908	AR
			1-F	2 + base.	4	1908	BR
			1-G	2 + base.	4	1923	B
			1-H	2 + base.	4	1908	C
2	2	3	2-A	2 + base.	4	1708	CR
			2-B	2 + base.	4	1708	AR
			2-C	2 + base.	4	1908	CR1
			2-D	2 + base.	4	1708	CR
3	2	9	3-A	2 + base.	4	1708	AR
			3-B	2 + base.	4	1708	A
			3-C	2 + base.	4	1708	BR
			3-D	2 + base.	4	1708	B
			3-E	2 + base.	4	1708	AR
			3-F	2 + base.	4	1708	A
			3-G	2 + base.	4	1708	A
			3-H	2 + base.	4	1708	C

(1) Number of rooms does not include baths, lavatories, closets, balconies or basement.

(2) The A, AR, C, CR, and CR1 designated units contain 1908 square feet, including basement, out excluding balcony. The B, BR, D and DR designated units contain 1923 square feet, including basement, out excluding balcony.

(3) All units contain living room with dining area, kitchen, two bedrooms, one bath, two lavatories, balcony and basement, entrance area, closets and an interior stairway. The units designated A, AR, B and BR have direct accessibility to a front yard and a rear yard. The units designated C, CR, CR1, D and DR have direct accessibility to a front yard and a rear yard and are adjacent to a side yard. These front and rear yards, while in part for the exclusive use of the owners of the Units which they abut, are common areas and, in turn, give access, in each instance, to a common walkway, common parking areas, and green areas.

- A This is an intermediate unit with the entrance on the left side of the unit.
- AR This is an intermediate unit with the entrance on the right side of the unit.
- B This is an intermediate unit with the entrance on the left side of the unit.
- BR This is an intermediate unit with the entrance on the right side of the unit.
- C This is an end unit on the right end of the building with the entrance on the left side of the unit.
- CR This is an end unit on the left end of the building with the entrance on the right side of the unit.
- CR1 This is an end unit on the right end of the building with the entrance on the right side of the unit.
- D This is an end unit on the right end of the building with the entrance on the left side of the unit.
- DR This is an end unit on the left end of the building with the entrance on the right side of the unit.

I have verified and certify that the above fully and accurately depicts the building descriptions, unit numbers, unit type, and unit features, as built.

Robert Bruce Eldridge P.L.S. #19367

