

5/7/86 ~~1/18/86~~

BOOK 6081 PAGE 131

27360

THIRD AMENDMENT TO
MASTER DEED OF
KIMBALL TOWERS RESIDENTIAL
CONDOMINIUM

THIS AMENDMENT dated as of the 22nd day of February, 1986 amends the Master Deed of the Kimball Towers Residential Condominium dated October 31, 1985, and recorded with the Hampden County Registry of Deeds in Book 5944, Page 457, as amended by First Amendment to Master Deed of Kimball Towers Residential Condominium dated as of February 22, 1986, and recorded with Hampden County Registry of Deeds in Book 6035, Page 301 (the "First Amendment"), and by Second Amendment to Master Deed of Kimball Towers Residential Condominium dated as of February 22, 1986, and recorded with Hampden Deeds in Book 6075, Page 317, (the "Second Amendment").

WITNESSETH:

WHEREAS, the undersigned, being the owners of all of the units (the "Units") of the abovementioned Kimball Towers Residential Condominium owning and entitled to vote one-hundred (100%) percent in common interest of the Kimball Towers Residential Condominium, hereby waiving notice of any meeting of the Unit Owners of the Condominium as permitted under Section 2 of Article V of the By-Laws of the Kimball Towers Homeowners Association recorded with said Hampden Deeds in Book 5944, Page 498 as amended by First Amendment to By-Laws of the Kimball Towers Homeowners Association recorded in Book 6035, Page 322, and the floor plans and site plan recorded concurrently therewith hereby consent to and adopt the within amendment to the Master Deed, and said Master Deed is hereby amended, as follows:

I. Paragraph 7 of the Master Deed, as amended by the First Amendment and Second Amendment, is hereby deleted in its entirety and replaced by the following:

"7. Use of the Units; Restrictions on Use. Subject to the restrictions and provisions contained in the Master Deed and By-Laws: (a) the Units in the main section of the Building (i.e. the portions of the Building not within the Hillman-Chestnut Section and below the second floor level in the Hillman-Davis Section) shall be used solely for residential purposes and as professional offices as a use accessory thereto to the extent permitted from time to time by the Zoning By-laws of Springfield; and (b) the five (5) units located in the Hillman-Chestnut Section (to-wit: Units 101, 102, 103, M-1 and M-2) and Units 104, 105, M-3 and M-4 located in the Hillman-Davis Section may be used for any residential, office or commercial purpose and any and all uses accessory thereto permitted from time to time by said Zoning By-law; and (c) Units G-1 and G-2, which are located in the Hillman-Davis Section, may not be used for residential purposes or residential occupancy, but may be used for any office, retail or commercial purposes and any

Note - Book 5944, Page 457

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and all uses accessory thereto, permitted from time to time by said Zoning By-law.

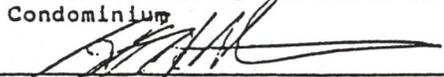
Those Units located on the roof of the Building which are covered by the Phasing Amendment, namely Units P-1 and Unit P-2, and new Units P-3, P-4 and P-5, shall be used solely for residential purposes and as professional offices and for uses accessory thereto to the extent permitted from time to time by said Zoning By-law. Upon the recordation of the said Phasing Amendment, Units 104 and 105 shall not thereafter be used for residential purposes or residential occupancy, but may be used for any office, retail or commercial purposes and any and all uses accessory thereto permitted from time to time by said Zoning By-law."

II. The term "First Amendment", whenever used in the Second Amendment shall in all cases mean the "First Amendment to Master Deed of Kimball Towers Residential Condominium" dated as of February 22, 1986, and recorded in Hampden Deeds in Book 6035, Page 315, notwithstanding anything to the contrary contained in the Second Amendment, and the phrase ("the "First Amendment")" appearing in the thirteenth line of the "WHEREAS" clause of the Second Amendment is deleted entirely.

III. The recording information for the First Amendment to By-Laws of the Kimball Towers Homeowners Association in the "WHEREAS" clause on the first page of the Second Amendment is corrected to: Book 6035, Page 315.

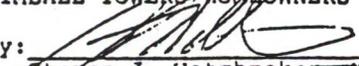
EXECUTED under seal as of the day and year first abovewritten.

KIMBALL TOWERS REALTY TRUST,
under Declaration of Trust dated
July 2, 1984, recorded in Hampden
Deeds in Book 5645, Page 308 being
the owners of all of the Units of
the Condominium

By: 
Steven J. Watchmaker, as Trustee
but not individually

By: 
Neil Zais, as Trustee but not
individually

JOINED-IN AND CONSENTED TO BY:
KIMBALL TOWERS HOMEOWNERS ASSOCIATION

By: 
Steven J. Watchmaker, Manager

By: 
Neil Zais, Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 7, 1986

Then personally appeared the above-named Steven J. Watchmaker, as Trustee of Kimball Towers Realty Trust, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, and the free act and deed of Kimball Towers Realty Trust, before me,

Notary Public Gordon B. Wagner
My Commission Expires:

Gordon Barry Wagner
Notary Public

My Commission Expires January 29, 1993



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 7, 1986

Then personally appeared the above-named Steven J. Watchmaker, a member of the First Board of Managers of the Kimball Towers Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed, as Manager, and the free act and deed of Kimball Towers Homeowners Association, before me,

Notary Public Gordon B. Wagner
My Commission Expires:

Gordon Barry Wagner
Notary Public

My Commission Expires January 29, 1993



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