

DECLARATION OF COVENANTS AND RESTRICTIONS

INDIAN LAKE ESTATES BECKET, MASSACHUSETTS

November 5, 1980

*Revised, Amended and Supplemented as of September 4, 2005.
Extended through September 4, 2025 on December 28, 2006 at the
Berkshire Middle District Registry of Deeds in Book 3700, Page 1.*

This Declaration is a revision, amendment and supplement made as of September 4, 2005 by Indian Lake Association, Inc, a Massachusetts not-for-profit, membership corporation, ("Declarant"), owned by the member-owners, whose mailing address is P. O. Box 567 Becket, Massachusetts, which supersedes the prior declaration recorded in the Berkshire Middle District Registry of Deeds, at Book 1039, Page 768, on the 5th day of November, 1980 , by CSB Development Corporation of 200 Main Street, Holyoke, Hampden County, Massachusetts, being the sole owner of certain premises in the town of Becket, County of Berkshire, Massachusetts, hereinafter described, and commonly known as Indian Lake Estates.

PURPOSE

Declarant, desiring to revise and supplement its covenants and restrictions on the property known as Indian Lake hereby declares that the real property described in Article II hereof is, and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, changes and liens hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration, or any Supplemental Declaration, the Bylaws and Rules and Regulations (unless the context shall prohibit) shall have the following meanings:

(a) APPURTENANT INTEREST: (1) The interest of an owner in the assets of the Association; (2) the owner's membership in the Association; (3) the right to own, use and possess the Common Land as tenants in common.

(b) ASSOCIATION: Indian Lake Association, Inc., the agency and attorney-in-fact coupled with an interest, to whom the full powers of and responsibility for management, maintenance, capital improvements, repairs and full insurance for and on behalf of the Common Land and conveyance of portions of the Property, and the collection and disbursement of assessments, charges and taxes, has been delegated.

(c) BOARD OF DIRECTORS: The Board of Directors of Indian Lake Association, Inc., as it may be from time to time constituted in accordance with the Bylaws or law.

(d) **BYLAWS:** The Bylaws of the Association.

(e) **COMMON CHARGE:** The charge assessed, from time to time, against each Lot Interest for the periodic share of Common Expenses allocated to a Lot Interest, which shall be equal for all owners who maintain upon their Lots residential structures. The Association shall collect the Common Charges as agent for the Owners in order to pay Common Expenses.

(f) **COMMON EXPENSES:**

(1) Expenses of administration, maintenance, repair or replacement of the Common Land or portions of the Lots maintained by the Association pursuant to the Bylaws, including but not confined to cost of taxes, municipal assessment or insurance.

(2) Expenses declared as Common Expense by provisions of this Declaration or the Bylaws.

(3) Expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Owners in accordance with the Bylaws.

(4) Any valid charge against the Property as a whole.

(g) **COMMON LAND:** Those areas of land and appurtenant easements devoted to the common use and enjoyment of the Owners of the Property; and which shall consist of all of the Property and the improvements thereon which are necessary for the use and enjoyment of the property, including the interior roads, lake, pond, dam and tennis courts, but expressly excluding and excepting the Lots.

(h) **DECLARANT:** Indian Lake Association, Inc, successor to CSB Development Corporation, the original subscriber of this instrument, and the original owner of the Property, or its successor in title by virtue of an instrument or deed specifically conveying its rights as Declarant hereunder.

(i) **DECLARATION:** The Declaration of Covenants and Restrictions, (this document), as it may from time to time be supplemented or amended.

(j) **LOT:** Any of 182 numbered sites designated as such by the Declarant, lying between the lines connecting centers of metal pipes or pins, within the Property and as shown on a sketch or plan entitled " Indian Lake Estates, Becket, Mass. ", as has been or as may be from time to time amended or revised, showing the location and number of Lots, subject to such rights of non- disturbance for common utilities and access as may be represented by such paths, utility lines or facilities in fact crossing through such plot of land. The master copy of the plan and extracts shall be permanently on file at the office of the Association, with current revisions.

(k) **LOT INTEREST:** The total fee simple interest of the Owner of any one of the Lots in the Property, together with the appurtenant interests in the membership of the Association and the right to own, use and possess the Common Land in accordance with the Rules and Regulations and Bylaws. Lot Interests are non-severable pursuant to Article X hereof.

(l) MANAGER: A person, firm or corporation, if any, employed or engaged as an independent contractor to perform management services for the Property. The term includes Management Agent. The Declarant may be Manager under a separate contract.

(m) MEMBER: An Owner who is a Member of the Association as provided in Article III. An Owner may have more than one membership in the Association.

(n) OWNER: The record owner of the fee simple or any portion thereof, whether one or more persons, in any one of the Lots that are located in the Property known as Indian Lake Estates as hereinafter described but notwithstanding an applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Owner shall include tenants or occupants to whom the obligations and rights of an Owner have been delegated.

(o) PROPERTY: All such existing land and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(p) RULES AND REGULATIONS: Rules and Regulations for the use of the Property, made and promulgated by the Board of Directors pursuant to the Bylaws.

(q) TRUSTEE: The party designated or who may be designated pursuant to the Bylaws as the Trustee for the receipt, administration and disbursement of funds for insurance, casualty loss, condemnation, tort claims or other similar funds.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

SECTION I. PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed, occupied and used subject to this Declaration is located in the Town of Becket, County of Berkshire, Commonwealth of Massachusetts and is more particularly described in a deed from Community Savings Bank of Holyoke, to CSB Development Corporation, , recorded at the Berkshire Middle District Registry of Deeds in Book 1038, Page 755, and is further described on the sketch or Plan entitled "Indian Lake Estates, Becket, Mass." referred to in Article I (o) hereof.

SECTION 2. ESTABLISHMENT OF LOTS ON THE PROPERTY. Lots are hereby established on the Property subject to this Declaration in the following manner: Lots were surveyed and located by the original Declarant setting two or more pipes or iron pins in the location shown on the plan of development. The Lots thereafter, upon filing of the deed therefore, were located within the lines joining the pins as set by the original Declarant.

SECTION 3. BOUNDARY LINES AND IMPROVEMENTS. In the event of any dispute as to the location of boundary lines, the Board of Directors may determine the boundaries pursuant to Article II, Section 2. If the Lot improvements are alleged not to be located within the Lot, the Board of Directors may, in its discretion, cause

the Lot to be surveyed. If the improvements are located by such survey outside of the Lot, then the Owner will remove his improvements to his Lot and restore the Lot to a natural state at his own expense.

ARTICLE III ASSOCIATION, MEMBERSHIP, VOTING RIGHTS & SHARES

SECTION 1. ESTABLISHMENT OF ASSOCIATION. Declarant incorporated on December 3, 1980 under the laws of the Commonwealth of Massachusetts as a not-for-profit membership corporation known as Indian Lake Association, Inc., owned by the Member-Owners, for the purpose of exercising the functions of agency for the owners.

SECTION 2. MEMBERSHIP. Every record owner of a Lot Interest shall be a Member of the Association, provided that any such Person or entity who holds such interest merely as a security for the performance of an obligation (such as, but not limited to a mortgagee) shall not be a Member. Notwithstanding anything elsewhere herein to the contrary, the rights of Members, including, but not limited to the right to vote and the right to the use and enjoyment of the Common Land and facilities, may be restricted or suspended in accordance with the Bylaws of the Association.

SECTION 3. VOTING RIGHTS. The Association shall have one class of voting membership. Only one vote shall be cast with respect to any one Lot Interest and all Members must be Owners of said Lot Interests. When more than one person holds such Lot Interest, all such persons shall be Members for voting purposes, and the vote for such Lot Interest shall be exercised as they among themselves determine or on a fractional basis as provided in the Bylaws, but in no event shall more than one vote be cast with respect to any one Lot Interest.

SECTION 4. SHARES. For purposes of dissolution or distribution of assets only, each Lot shall be deemed to constitute one equal share of the Association. Where a Lot is owned by more than one Owner, each owner's respective interest in that Lot shall be shared in proportion to its ownership interest in the Lot.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON LAND

SECTION 1. OWNERS' RIGHTS. Subject to the provisions of Section 2, every Owner shall have an undivided ownership interest as tenant-in-common in and to the Common Land and such right shall be a part of and shall pass with the title to every Lot Interest.

SECTION 2. EXTENT OF OWNERSHIP RIGHTS. The undivided right of ownership as tenant-in-common in the Common Land conveyed to Owners of Lot Interests shall be subject to the following:

(a) The right of the Association, as provided in this Declaration, and the Bylaws, to suspend the enjoyment rights of any Member for any infraction of its published Rules and Regulations and/or Bylaws including the rights to use common land, exclusive of the use of the roads for access to the Member's lot.

(b) The right and power of the Association to dedicate or transfer all or any part of the Common Land to any Person, public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument approved by two-thirds of the Owners entitled to vote and the agreement of all first mortgagees of any interest in the Property as may appear on the records of the Association, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every Member and such first mortgagees at least ninety (90) days in advance of any action taken;

(c) The right and power-of-attorney, coupled with an interest represented by its agency relationship with all covenants and other considerations, delegated to the Association to deal with the Property, and to manage the affairs of the Property to the mutual benefit and pleasure of the co-tenants herein described;

(d) The limits and restrictions on the right of any co-tenant to partition as provided herein, which is hereby expressly deemed to be waived for the period of this Declaration, by acceptance of a Lot Interest in the Property;

(e) Such owner rights and restrictions reserved to the Association, or the Owners as described in this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS, REPAIRS, CAPITAL IMPROVEMENTS AND TAXES

SECTION I. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS. Each Owner of any Lot Interest by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay the real estate taxes assessed on his own Lot Interest and further covenants and agrees to pay to the Association: (1) annual assessments for Common Charges; (2) special assessments for capital improvements, insurance, maintenance and repairs for and on behalf of the Common Land, such assessments to be fixed, established, and collected from time to time as provided in the Bylaws. It is hereby expressly agreed and understood that the Association will have the full responsibility for the payment of applicable real estate taxes and all capital improvements, insurance, maintenance and repairs in and of the roads and for and on behalf of the Common Land. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot Interest against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Person who was the Owner of such Lot Interest at the time when the assessment fell due.

SECTION 2. DIFFERENCES IN ASSESSMENT FOR COMMON CHARGE. The amount of the assessment provided for in Section 1 of this Article attributable to Common

Charges as determined by the Board of Directors shall be equal for all lots. However, the Board of Directors may provide for the payment of Common Charges directly attributable to the existence of residential structures upon certain lots by supplemental assessment of those Owners who have residential structures upon their lots.

ARTICLE VI LOT CONTROL

No structure, improvement, equipment or facility may be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, configuration, dimensions, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design character and location in relation to surrounding structures and topography by the Board of Directors or its designee. In the event said Board, or its designee, fails to approve or disapprove such design and location or respond to such submission within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Board of Directors nor its designee shall unreasonably withhold its approval. The Board of Directors and its designee shall not engage in any discriminatory practice prohibited by any applicable local, state and federal laws, rules and/or regulations.

ARTICLE VII RESTRICTIONS

The following restrictions shall apply to the use, occupancy, alterations and modification of all Lots and improvements thereon, and to all Common Land:

(a) All plans and specifications for the construction or reconstruction of any building, fence, wall, dock or other structure or excavation on the Lots must be submitted to and approved by the Board of Directors or its designee and such approval shall not be unreasonably withheld, and no facility shall be erected, placed or maintained, or be permitted to remain thereon except as such facility is used in connection with said single family dwelling house or is existing at the time of this Amendment.

(b) Each of said Lots shall be used for private, residential purposes only, and no building shall be erected, altered, placed or permitted to remain thereon except one detached, private dwelling house designed for occupancy by not more than one family, not to exceed two and one-half stories in height, a private garage for not more than two cars, and an outbuilding not exceeding 200 square feet in ground floor area.

(c) No noxious, offensive or commercial activity shall be carried on upon any Lot, nor shall anything be done which is or may become an annoyance or a nuisance to the neighborhood.

(d) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(e) No signs of any kind shall be displayed upon the premises except for no trespassing signs or other signs placed or approved by the Association.

(f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, domestic cats, may be kept provided that they are not kept, bred or maintained for commercial purposes.

(g) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers secured so as to prevent access by wildlife. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(h) All Lot dimensions and areas and all set backs shall be in conformity with the applicable provisions of the zoning bylaws of the Town of Becket or in accordance with variance orders issued by it. Further, no excavation, structure, septic system, etc. shall be within fifty (50) feet of the Lot perimeter, except as approved in writing by the Board of Directors.

(i) No private dwelling house shall be erected on said Lots with a floor area of less than 1000 square feet, exclusive of garage, porches, breezeways and other appurtenances.

(j) No Lot may be further subdivided without approval of the Board of Directors and the governing authority for the Town of Becket.

(k) Cutting or removal of live trees, shrubs and/or woody undergrowth within fifty (50) feet of the Lot perimeter is prohibited; except that a driveway not exceeding twenty (20) feet in width may be cleared provided such driveway is not less than twenty-five (25) feet from any side or rear Lot line. The maximum cleared area of any Lot shall not be greater than ten (10) times the ground floor area of the dwelling to be built. The Board of Directors shall have discretion to vary this restriction in cases where its strict application may unreasonably limit the usefulness of particular Lots for the purposes herein authorized.

(l) No excavation of stone, gravel, sand or earth shall be made on any Lot except for the purpose of building foundations, basements or cellars of dwelling houses, septic tanks and leaching fields, wells and subterranean fuel propane tanks or grading, provided any such permissible excavation shall have first been approved pursuant to Article VII.

(m) There is no requirement that any construction be commenced. However, once any construction is commenced, the exterior shall be in a completed state within six (6) months of commencement.

(n) No fuel storage tank (except for bottled gas) shall be kept or maintained on the Lots unless the same, subject to the prior approval of the Board of Directors, shall be buried within the ground in accordance with all town, state and federal laws.

(o) The following shall be excluded from use on the Property for recreational or any other purposes: outboard or inboard motors of any type on Indian Lake or the pond, excepting electric propelled type motors; skimobiles, snowmobiles, or any other all-terrain type of vehicle; junk or unregistered vehicles; motorcycles, motor tricycles, scooters, trail-bikes, or any other self-propelled type vehicle, excepting passenger vehicles, mopeds, pick-up trucks not over one half ton capacity; campers, trailers, or any other type of mobile vehicle providing living accommodations aboard, excepting that small campers may be parked within the garage constructed on any Lot. Boats and trailers for private use may be parked on any Lot provided the parking area is not in front of any building nor visible from the street.

(p) Enforcement shall be by suspension of enjoyment rights in the Common Land pursuant to Article IV, Section 2 and/or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain violation and/or to recover damages, and shall include costs of enforcement.

ARTICLE VIII POWER OF ATTORNEY TO BOARD OF DIRECTORS WITH RESPECT TO LOT INTERESTS

Each Owner shall and does by the acceptance of his deed, grant to the persons who shall, from time to time, constitute the Board of Directors an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Lot Interest, in the name of the Board of Directors or its designees, corporate or otherwise, on behalf of all Owners, whose Owner desires to surrender, sell or lease the same or which may be the subject of foreclosure or other judicial sale, and to convey, sell, lease, mortgage or otherwise deal with any such Lot Interest so acquired or to sublease any Lot Interests so leased by the Board of Directors.

ARTICLE IX LOT INTERESTS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS

All present and future Owners, tenants, mortgagees and occupants of a Lot Interest where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws adopted hereunder and as they may be amended from time to time as well as to any Rules and Regulations which may be adopted by the Board of Directors.

ARTICLE X NO SEVERANCE OF OWNERSHIP, WAIVER OF PARTITION

No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Lot, or undivided interests in the Common Land without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other

instrument purporting to affect one or more of 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 Membership, Lot or Lot Interest may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Lots. Any Owner by receipt of title to a Lot Interest, whether mentioned in the deed or not, specifically waives any and all rights to partition of the Property with respect to other Lot Interests, that he may have by law or otherwise. The nature of the interest received is hereby deemed in the nature of a joint venture and incapable of partition in kind or by sale and request for partition, shall be deemed a request for sale of the individual Lot Interest, without affecting title or ownership interests in the other Lot Interests. The division of the Property into Lot Interests is deemed to be reasonable and necessary for the establishment and full utilization of all of the Common Interests, amenities, roads, or recreational facilities provided or to be provided to all purchasers, formed by all of the Owners as a single joint venture for the purposes outlined herein, and for the period of this Declaration, and the Lot Interest is freely alienable without effecting other interests.

ARTICLE XI MORTGAGE STATUS

A mortgagee acquiring title to a Lot Interest by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee as well as the Owner of such Lot Interest until such time as a document evidencing an intent to merge the legal and equitable interest is executed by the mortgagee and is recorded in the land records.

ARTICLE XII AMENDMENT OF DECLARATION

This Declaration may be amended, by the affirmative vote of two-thirds (66.67%) of the Owners, in accordance with Article III, Section 3 of this Declaration. In the event that an amendment to this Declaration creates an inconsistency between the Bylaws and the Declaration, the Declaration shall take precedence. No amendment to this Declaration shall be effective until recorded in the land records.

ARTICLE XIII CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

ARTICLE XIV GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE XV WAIVER

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

ARTICLE XVI INVALIDITY

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

ARTICLE XVII VOTING

Whenever Owners are to vote on any matter affecting this Declaration, such voting shall be conducted by them as Members of the Association and in accordance with the procedures established in the Bylaws.

ARTICLE XVIII DURATION

The covenants and restrictions of this Declaration shall be deemed to be covenants real, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until November 5, 2010. For historical purposes, it is noted that the original Declaration was for a period of twenty (20) years from November 5, 1980, and self-extended, pursuant to the terms thereof, for an additional ten (10) years until November 5, 2010. Said covenants may be extended for further periods of not more than twenty (20) years at a time by consent of owners of record of fifty (50) percent or more of the restricted area at the time of the recording of said extension, provided that:

(1) an extension is recorded before the expiration of thirty (30) years from the date that the original Declaration was recorded, or before the expiration of twenty (20) years (or the specified extension term if less than twenty years) from the recording of any prior extension without the recording of a further extension, and

(2) said extension names or is signed by one or more of the persons appearing of record to own each subject parcel at the time of said recording.

It is intended that this provision and its administration conform to the requirements of M.G.L. c.184 s.27, and both this provision and any documents or actions taken hereunder, shall be interpreted insofar as possible to conform to said section and to validate any action taken hereunder.

ARTICLE XIX NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of domicile of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE XX ENFORCEMENT

Enforcement of these covenants and restrictions shall be by suspension of enjoyment rights in the Common Land pursuant to Article IV, Section 2 and/or any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages or both and costs of the enforcement, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. This Article specifically supports the enforcement of these covenants and restrictions by any Owner, and the Association against any other Member of the Association.

ARTICLE XXI SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions that shall remain in full force and effect.

Executed this day as a sealed instrument

IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be executed for and on its behalf by Michael J. Falk, its president, duly authorized this 4th day of September 2005.

DECLARANT:
Indian Lake Association, Inc.

Michael J. Falk
President

I, Michael J. Falk, as President of the Indian Lake Association, Inc., (the declarant herein), and Susan Margulies, as Secretary of Indian Lake Association, Inc., depose and state the following:

1. The Declaration of Covenants and Restrictions hereinabove was adopted as an amendment, revision, and supplementation of the prior Declaration at a

Special Meeting of the Corporation on September 4, 2005, by vote of the Owners of the lots at Indian Lake Estates.

2. The vote was pursuant to Article XII of the original Declaration of Covenants and Restrictions (recorded in the Berkshire Middle District Registry of Deeds at Book 1039, Page 768), permitting and governing Amendments thereto. Owners voted individually and as Members of the Association, and the vote was in accordance with the provisions established in the Bylaws, and with the approval of all necessary persons and entities.
3. The vote was 153 lots in favor of the amendment, and one lot against. This vote exceeded the required two-thirds of Owners in favor of the amendment.

Michael J. Falk, President, Indian Lake Association, Inc.
Susan Margulies, Secretary, Indian Lake Association, Inc

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

On this 2nd day of December, 2006, before me, the undersigned notary public, personally appeared MICHAEL J. FALK, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose, as President of Indian Lake Association, Inc., a corporation.

Mitchell I. Greenwald, Notary Public
Commission Expires 10/31/08

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

On this 2nd day of December, 2006, before me, the undersigned notary public, personally appeared Susan Margulies, personally known to me to be the person whose name is signed the preceding document, and acknowledged to me that he signed the preceding document voluntarily for its stated purpose, as Secretary of Indian Lake Association, Inc., a corporation.

Mitchell I. Greenwald, Notary Public
Commission Expires 10/31/08