

Bk: 08530 Pg: 227

2005 00833230
Bk: 8530Pg: 227 Page: 1 of 18
Recorded: 11/23/2005 10:34 AM**MASTER DEED**

THIS MASTER DEED of LEMUEL BLOOD CONDOMINIUM
made this 10th day of November, 2005.

WITNESSETH THAT:

HAAGON, LLC, of a Massachusetts limited liability company having a principal office at 19 Union Street, Northampton, Hampshire County, Massachusetts, (hereinafter called the "DECLARANT"), being the owner of the land, together with the buildings and all other improvements and structures thereon, located on the northerly side of Union Street in Northampton, Hampshire County, Massachusetts, by duly executing and recording this MASTER DEED does hereby submit said land, together with the buildings and other improvements and structures thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect thereto a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end the DECLARANT hereby declares and provides as follows:

1. NAME

The name of the condominium shall be LEMUEL BLOOD CONDOMINIUM.

2. CONDOMINIUM

2.1 The land which makes up a part of the Condominium is more particularly described on Exhibit "A" attached hereto and made a part hereof;

Bk: 08530 Pg: 228

2.2 The three buildings that make up the Condominium are more particularly shown on the site plan entitled "Existing Conditions' Plan of Land in Northampton, Massachusetts Prepared for John Moore and Lisa Gustavsen" which plan is attached hereto and incorporated herein by reference (Marked as Exhibit "B"). See also Plan Book 208, Page 31.

3. DESCRIPTION OF BUILDINGS

3.1 The three Condominium Units (Units), as well as the three Garage Units (Garage Units), and the designations, locations, approximate areas, immediately accessible common areas, and other descriptive specifications thereof are as shown on the architect's as-built drawings entitled "Lemuel Blood Condominiums 25 Union Street Northampton, MA 01060," prepared by Thomas Douglas Architects, As Built 10-18-05, which drawings are attached hereto and incorporated herein by reference (Marked as Exhibit "C"). See also Plan Book 208, Page 32. Each of the said Units are laid out as shown on said Exhibit "C," and they are further described as follows:

UNIT 1 WITH APPURTENANT GARAGE UNIT

Unit 1 is located on the north side of the three story wood frame residential building, and consists of 2,874 square feet. The basement level is accessible through a unit interior stairway. There are three entrances to the first floor: one entry on the east side of the Unit opening onto a wraparound covered porch, the main entry on the north side of the Unit opening onto the same wraparound covered porch, and an entry on the west side of the Unit opening onto a porch. The basement consists of a large unfinished open space. The first floor consists of four rooms and a full bath, and the second floor consists of two rooms and two full baths. The appurtenant Garage Unit is the wood frame one car garage on the west side of the residential building. This garage is a part of the Unit and is not to be conveyed apart from the Unit.

Bk: 08530 Pg: 229

UNIT 2 WITH APPURTENANT GARAGE UNIT

Unit 2 is located in the middle of the three story wood frame residential building, and consists of 2,865 square feet. The basement level is accessible through a unit interior stairway. There are two entrances to the first floor: the main entry on the west side of the Unit opening onto a porch and one entry on the east side of the Unit. The basement consists of a large unfinished open space. The first floor consists of three rooms and a half bath, the second floor consists of two rooms and a full bath, and the third floor consists of one room and a full bath. The appurtenant Garage Unit is the westernmost bay of the wood frame two car garage located on the east side of the residential building. This garage is a part of the Unit and is not to be conveyed apart from the Unit.

UNIT 3 WITH APPURTENANT GARAGE UNIT

Unit 3 is located on the south side of the three story wood frame residential building, and consists of 1,427 square feet. The basement is accessible through a unit interior stairway. There are two entrances to the first floor: one entry on the east side of the Unit and the main entry opening onto a porch on the west side of the Unit. There is a single entrance to the second floor from a roof deck on the west side of the Unit. The basement consists of a finished open space. The first floor consists of three rooms and a full bath, and the second floor consists of one room and a full bath. The appurtenant Garage Unit is the easternmost bay of the wood frame two car garage on the east side of the residential building. This garage is a part of the Unit and is not to be conveyed apart from the Unit.

3.2 The boundaries of the Units (including the Garage Units) with respect to the floors, ceilings, walls, doors, and windows are:

a. Floors: The upper surface of the subflooring or in connection with Units having a concrete floor, the unfinished upper surface thereof;

Bk: 08530 Pg: 230

- b. Ceilings: The lower surface of the finished ceilings;
- c. Walls: The plane of the surface of the wall studs facing the interior of the Unit.
- d. Pipe chases or other enclosures concealing pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one Unit are a part of the common areas and facilities;
- e. Doors and windows that open from a Unit are part of the Unit from which they open.

3.3 Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, air conditioning, and other apparatus and equipment which exclusively serve the individual Unit, whether or not they are located within the individual Unit.

4. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

4.1 The common areas and facilities of the Condominium ("Common Elements") consist of the entire premises including all parts of the buildings and improvements thereon other than the Units and all utility lines, plumbing, electrical, air conditioning, and other apparatus and equipment which exclusively serve an individual Unit, whether or not located within the individual Unit, and include without limitation, the following:

- a. The land on which the buildings are erected;
- b. All areas located beyond the Units including those portions of the interior walls located between the Units and the concrete walls, floors and foundation;

Bk: 08530 Pg: 231

c. All conduits, ducts, pipes, plumbing, wiring, flues, and other facilities for the furnishing of utility services, including but not limited to power, light, telephone, and water, which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, and which do not exclusively serve another Unit;

d. All walks, lawns, fences, railings, utility rooms, stairways, halls, corridors, steps, lighting fixtures, plants, parking areas, and other improved or unimproved areas not within the Units;

e. All drainage pipes and waste and sewerage disposal systems, except those portions of such systems which exclusively serve an individual Unit; and

f. All other apparatus and installations in the buildings intended for common use or necessary or convenient to the existence, maintenance, or safety of the buildings.

4.2 Patios, decks, porches and landings to which Units have immediate and exclusive access shall be considered Limited Common Elements to which the Unit Owner has exclusive rights. In addition, each Unit shall have exclusive use of a parking space, which space shall be in tandem with the Unit's appurtenant Garage Unit, and which shall likewise be considered a Limited Common Element.

4.3 The common areas and facilities shall be subject to the provisions of the By-Laws of the Lemuel Blood Condominium Trust (herein "By-Laws"), hereinafter referred to, and to Rules and Regulations which may be promulgated pursuant thereto with respect to the use and maintenance thereof.

5. PROPORTIONATE INTEREST OF UNITS IN COMMON ELEMENTS

The proportionate interest of each Unit in the Common Elements of the Condominium, which percentage was computed as required by the provisions of said Chapter 183A, are as follows:

Unit Designation	Percent of Undivided Interest in Common Elements Undivided Beneficial Interest
Unit #1	36%
Unit #2	39%
Unit #3	25%

6. ORGANIZATION OF UNIT OWNERS

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is LEMUEL BLOOD CONDOMINIUM TRUST having a business address of 19 Union Street, Northampton, Massachusetts created under a Declaration of Trust dated November 10, 2005 and recorded herewith (hereinafter called the "Condominium Trust"). Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of the undivided interest in the Common Elements of the Condominium to which they are entitled under this Master Deed. The name and address of the original and present Trustee of the Lemuel Blood Condominium Trust is: Lisa C. Gustavsen of 19 Union Street, Northampton, Massachusetts 01060.

The Trustee has enacted By-Laws, which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, to which By-Laws this Master Deed is hereby expressly made subject. The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original Trustee and to mean the Trustees for the time being under the Condominium Trust.

7. USE OF UNITS

The purposes for which the buildings and the Units and other facilities are intended to be used are as follows:

7.1 Each of the Units is intended to be used for residential purposes, subject to the restrictions set forth in the following Article 8; provided, however, that such Units may be used temporarily by the Declarant hereof for other purposes pursuant to the provisions of, and subject to the limitations set forth in, the following Paragraph 7.3;

7.2 Without the prior written permission of all Trustees, the parking spaces are to be used solely for the parking of private passenger cars of occupants of Units, their tenants, and their guests and not for commercial trucks or other commercial vehicles; provided, however, that locations for the parking or storage of trailers, boats, or other vehicles or items owned by occupants of Units may be specified in the By-Laws of the Condominium Trust or in the Rules and Regulations promulgated pursuant thereto. As hereinbefore set forth, the owner of a Unit may lease or otherwise grant the right of use of a parking space appurtenant to such Unit to an owner of another Unit in the condominium, but not to any other person;

7.3 As provided in the foregoing Paragraph 7.1, and notwithstanding the provisions of the following Article 8, the Declarant hereof may (1) let or lease Units that are owned by it, and (2) use any Unit owned or leased by it as a model for display, as

an office, or as a storage area, for purposes of construction, sale, or leasing of Units, insofar as permitted by applicable law and governmental regulations;

7.4 Any and all recreational facilities included as such by the Declarant in the Condominium are and shall be Common Elements intended to be used for the private recreation and enjoyment of the occupants of the Units and their families and guests, subject to (1) provisions of the By-Laws of Lemuel Blood Condominium Trust and Rules and Regulations promulgated pursuant thereto, and (2) provisions of the following Article 8 of this Master Deed.

8. RESTRICTIONS

Said Units and the Common Elements of the Condominium shall be subject to the restrictions that:

8.1 No Unit shall be used for any purpose other than as a dwelling;

8.2 No business activities of any nature shall be conducted in any Unit, except (1) as provided in Paragraph 7.3, above, and (2) that a person residing in any Unit may, if permitted by and duly authorized in accordance with applicable law and governmental regulation, pursue an accessory use or conduct a home occupation.

8.3 Units may be leased for use by other than the owners thereof provided (1) the lease is in writing; (2) the lease is for not less than the entire Unit (except for Garage Units which may be rented to other Unit owners only, and which may be rented without complying with the other provisions of this paragraph 8.3); (3) the lease is not for transient or hotel purposes; (4) the term of any such lease is no less than thirty (30) days; (5) such leasing is specifically made subject to the provisions of this Master Deed, the Condominium Trust and By-Laws, and all Rules and Regulations issued thereunder, and provides that any failure to comply with the terms of such documents shall be a default under such lease; and (6) such lessee executes a written agreement directly

Bk: 08530 Pg: 235

with the Trustees of the Condominium Trust by which he or she specifically agrees to observe and be bound by the same. The foregoing provisions, however, shall not apply to leasing of Units by Declarant prior to the initial sale thereof;

8.4 No dogs, cats, or other pet animals or birds shall be kept in any Unit without the express written approval of the Trustees which approval may be revoked at any time with or without notice;

8.5 The architectural integrity of the buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, without the prior written approval of all Trustees of the Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decals, or other decoration shall be done on any exterior part or surface of any Unit or on the interior surface of any window; provided, however, that the provisions of this subparagraph 8.5 shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

8.6 All maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification;

8.7 All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with the provisions with respect thereto from time to time promulgated by the Trustees of the Condominium Trust and in accordance with the provisions of the By-Laws of said Condominium Trust; and

Bk: 08530 Pg: 236

- 8.8 No improper, offensive, or unlawful use shall be made of the Units or any part thereof, and all applicable laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be strictly observed by all Unit Owners.
- 8.9 No wood or charcoal burning in interior or exterior fireplaces, grills or other burn sites is allowed on condominium premises.

The foregoing restrictions shall be for the benefit of the owners of each and all of the Condominium Units and the Trustees of Lemuel Blood Condominium Trust as the persons in charge of the Common Elements, shall be enforceable by any Unit Owner or said Trustees, and shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her tenure of ownership. Said restrictions may be implemented and further defined by rules and regulations promulgated by the Trustees of Lemuel Blood Condominium Trust.

9. INTERNAL UNIT CHANGES

A Unit Owner may at any time, and from time to time, change the designation of any room or space within his unit, subject to the provisions of Article 7 (Use of Units) hereof, and may modify, remove and install non-loadbearing walls lying wholly within such Unit, provided, however, that any and all work shall be done in a good and workmanlike manner, and pursuant to plans which have received a building permit from the City of Northampton. The Trustees may disapprove of plans only if in their reasonable opinion the proposed work would impair the structural integrity of the building.

10. AMENDMENT TO MASTER DEED

This Master Deed may be amended by an instrument in writing (i) signed by all Unit Owners, (ii) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (iii) duly recorded with the Hampshire County Registry of Deeds; PROVIDED, HOWEVER, that;

10.1 The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

10.2 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

10.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners;

10.4 No instrument of amendment affecting any unit in any manner which impairs the security of a first mortgage of record held by a bank, mortgage company or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

10.5 No instrument of amendment which alters this Master Deed in any manner so as to render it contrary to or inconsistent with any requirements or provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be of any force or effect; and

Bk: 08530 Pg: 238

10.6 No instrument of amendment which purports to affect any rights reserved to or granted to the DECLARANT shall be of any force or effect before the DECLARANT has conveyed title to all Units unless the DECLARANT executes the instrument of amendment.

11. UNITS SUBJECT TO MASTER DEED, UNIT DEED, CONDOMINIUM TRUST, ETC.

11.1 All present and future Unit Owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (i) Massachusetts General laws Chapter 183A; (ii) this Master Deed; (iii) the Unit Deed to such Unit; and (iv) the Condominium Trust and By-Laws and the Rules and Regulations promulgated pursuant thereto, all as they may be amended from time to time;

11.2 The acceptance of a deed of conveyance or the entering into occupancy of any Unit shall constitute an agreement that:

a. The provisions of (i) Massachusetts General Laws Chapter 183A; (ii) this Master Deed; (iii) the Unit Deed to such Unit; and (iv) the Declaration of Trust and the By-Laws, together with the Rules and Regulations promulgated pursuant thereto, all as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, visitor, servant, or occupant, and all such provisions are deemed and taken to be covenants running with the land, binding 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; and

b. A violation of any of said provisions by any such person shall give rise to a cause of action against said person or the Unit Owner, enforceable by the Trustees or any aggrieved Unit Owner in any manner permitted by law, including, without limitation, by Court action for injunctive relief and/or damages.

12. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement appurtenant to such Owner's Unit in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, and public utility lines, whether or not considered Common Elements, which are located in any of the other Units or elsewhere in the Condominium and serving such Owner's Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, and public utility lines, whether or not considered Common Elements, serving other Units and located in such Unit or elsewhere in the Condominium. Upon advance notice in writing, except in cases of emergency, the Trustees of the Condominium Trust shall have a 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 Condominium.

13. ENCROACHMENTS

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

14. CONFLICTS

14.1 This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the

provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control;

14.2 In the event of any conflict between the preceding Paragraph 14.1 and any other provisions of this Master Deed or the Condominium Trust, the provisions of said Paragraph 14.1 shall control.

15. INVALIDITY

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

16. WAIVER

No provisions contained in this Master 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.

17. 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 Master Deed or the intent of any provisions hereof.

18. ASSIGNMENT OF RIGHTS OF DECLARANT

Declarant, by deed or by separate assignment, shall be entitled to assign any and all of Declarant's rights and reserved rights hereunder, and under the

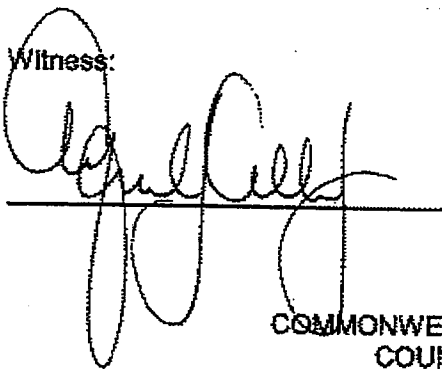
Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant.

19. DEFINITIONS

All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws Chapter 183A shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and date first above written.

Witness:

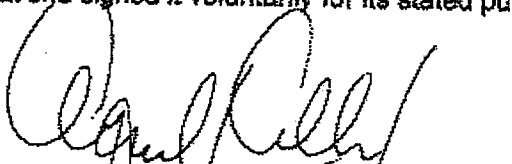


DECLARANT,
HAAKON, LLC

By 
LISA C. GUSTAVSEN, Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF HAMPSHIRE

On this 22 day of November, 2005, before me, the undersigned notary public, personally appeared Lisa C. Gustavsen, manager of Haakon, LLC, proved to me through satisfactory evidence of identification, which was Personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



ALFRED J. ALBANO, JR.
Notary Public
My Commission Expires: October 6, 2006

Bk: 08530 Pg: 242

EXHIBIT A

That certain parcel of land shown on a plan entitled "Existing Conditions' Plan of Land in Northampton, Massachusetts Prepared for John Moore and Lisa C. Gustavsen," dated October 25, 2005, Prepared by Harold L. Eaton and Associates, Inc. and recorded in Hampshire County Registry of Deeds Plan Book 208, Page 31. Said parcel is bounded and described as follows:

Beginning at an iron pin found 0.44 feet into the street line on the southerly side of Union Street at the northeasterly corner of the premises herein described; Thence running

- S. 31° 18' 00" E. along land of Mark A. and Dolores S. Thornhill a distance of 109.33 feet to an iron pin to be set; thence turning and running
- S. 59° 20' 54" W. partially along land of Raymond J. and Jane Ann Karakula and partially along land of Ronald F. and Louise E. Hodges a distance of 103.92 feet to a found iron pin; thence turning and running
- N. 31° 04' 52" W. along land of Lisa C. Gustavsen a distance of 108.92 feet to a found iron pin; thence turning and running
- N. 59° 07' 31" E. along Union Street a distance of 103.50 feet to the iron pin found at the place of beginning.

The described premises contains 11,317 square feet, more or less.

\\Nfbos\documents\AL\Gustavsen\EXHIBIT A.doc