

CONDOMINIUM MASTER DEED

CONDOMINIUM MASTER DEED
BIXBY COURT CONDOMINIUM
HAWLEY STREET AND BIXBY COURT
NORTHAMPTON, MASSACHUSETTS

I. Creation of Condominium

The undersigned, CHARLES W. BOWLES, as Managing Partner of BOWLES ENTERPRISES, LLP, of 237 Main Street, Northampton, Hampshire County, Massachusetts, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered 62-64 Hawley Street and 4 Bixby Street, Northampton, Hampshire County, Massachusetts described on Exhibit A, which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto. hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state the proposal to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

II. Description of Land

The premises that constitute the Condominium consist of the land described on Exhibit A, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending two (2) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

III. Description of Building

The seven buildings on said land as shown on the plan which is hereby incorporated herein by this reference and made a part hereof. Units 6, 8, 10, 12 and 14 consist of five (5) rooms, excluding the bathrooms and basement. Unit 4 consists of nine (9) rooms, excluding the bathrooms. Unit 62-64 consists of four (4) three room apartments, excluding the bathrooms. All units have access to the common area known as Bixby Court.

IV. Description of Units

(A) Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The boundaries of each unit with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) **Floors:** The upper surface of the subflooring;
- (ii) **Ceilings:** With respect to all units except the top floor unit, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor unit, the plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;
- (iii) **Building Walls:** With respect to all units, the plane of the wall studs facing the interior of the unit.
- (iv) **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 part of the common areas and facilities.
- (v) **Doors and Windows** that open from a unit are part of the unit from which they open, except for the rear exterior door to Unit 1, which shall be a part of the common areas and facilities.
- (vi) **Fireplaces**, and flues located within chimneys, are a part of the Unit served by such fireplace and flue. Chimneys are a part of the common areas and facilities.
- (vii) **All Structural Portions** of the building are part of the common areas and facilities.

(B) Parking

There is a parking area to the South of the Condominium building, hereinafter called the "Parking Area." The Parking Area as shown on the Site Plan, is a part of the common area as shown on the Master Plans of the Condominium recorded herewith.

All maintenance and repairs to the Parking Area, including but not limited to cleaning, snow and ice removal, re-striping, re-paving, and repairs, shall be performed by, and at the sole expense of, the Condominium.

(C) Bixby Court

The way known as Bixby Court shall be part of the common area of the Condominium. All of the owners shall have the right to travel upon and across Bixby court. The Association may make rules and regulations for the parking and use of Bixby court, but in no event shall such rules or regulations unreasonably limit the access to the Units.

V. Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein

The common areas and facilities of the Condominium consist of the entire subject premises as described in paragraph (II) ("Description of Land") of this Master Deed and all parts of the building as described in paragraph (III) ("Description of Building") of this Master Deed.

Without limiting the foregoing language in this paragraph (V), the common areas and facilities of the Condominium include:

- (i) the land described in paragraph (II) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in subsection IV(b);
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, the subflooring below the upper surface thereof, the roof, building entrances and exits and all structural portions of the building;
- (iii) installations of central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents that are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, cable television and internet cable, water, and sanitary sewer and storm water drainage;
- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, that are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit, with respect to the topmost unit, the roof), and above any ceiling within the units, but which service more than one unit;
- (vi) exterior lighting devices and wires and poles serving the same;
- (vii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit B hereto.
- (viii) The common water and sewer lines servicing the premises are common services and the responsibility of the Condominium for all maintenance and repair or replacement.

VI. Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in Plan Book 187, Page 33. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof.

VII. Use of Units

- (A) The building and each of the units are intended only for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and
- (B) No unit shall be used or maintained a manner inconsistent with the Bylaws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and
- (C) Notwithstanding the foregoing, until Bowles Enterprises, LLP, or its successors-in-title or their nominees have sold and conveyed all of the units, Bowles Enterprises, LLP and its successors- in- title or their nominees may use one or more units for a sales office or model.

VIII. Amendment of Master Deed

- (A) This Master Deed may be amended by an instrument in writing (a) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy-five (75%) percent of the undivided interests in the common areas and facilities and (b) signed and acknowledged in proper form for recording by not less than fifty-one (51 %) percent (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (c) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (d) duly recorded in the Hampshire County Registry of Deeds, provided, however, that:
- (B) The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Hampshire County Registry of Deeds within six (6) months after such date; and
- (C) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (D) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (E) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

- (F) Notwithstanding any other provisions of this Section, no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.
- (G) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time, and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

IX. Condominium Unit Owners' Association

The name of the Trust that has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Bixby Court Condominium Trust under Declaration of Trust dated June 16, 2000, to be recorded herewith. Said Declaration of Trust establishes that all Unit Owners in the Condominium hereby established shall be beneficiaries of said Trust, and that the beneficial interest of each Unit Owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The initial mailing address of said Trust shall be 237 Main Street, Northampton, Massachusetts 01060.

The names and addresses of the Initial Trustee of said Trust and its term of office is as follows: BOWLES ENTERPRISES, LLP by its Managing Partner, of 237 Main Street, Northampton, Massachusetts 01060.

Term: As set forth in Section III of the Declaration of Trust of Bixby Court Condominium Trust. The Trustee has enacted Bylaws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

X. Name of Condominium

The Condominium hereby established shall be known as the "Bixby Court Condominium."

XI. 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, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

XII. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each Unit Owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. 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 any portions of the common areas and facilities contained therein or elsewhere in the building. The City of Northampton shall have the right to install, service and maintain water meters and water service in each unit.

XIII. Creation of Duplex Units

In the event that at any time, or from time to time, two (2) or more contiguously located Units are in Common ownership, and if such Unit Owner (hereinafter called the "Duplex Owner") desires to cut an opening or openings between such Units in order to physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

- (A) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his intention to so physically connect such Units, and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work that the Duplex Owner proposes to perform; and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building; and a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect that the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)
- (B) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.
- (C) At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust, in writing, that the work has been completed in all respects and that all bills for labor and Materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such

Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the common areas and facilities that separated such Units from each other prior to the work that is the subject of this Section of this Master Deed. In the event that at any time, or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as hereinabove set forth, the then-Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units that physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Section of this Master Deed, and in such event or events, the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of this Master Deed.

XIX. All Units Subject to Master Deed, Unit Deed, and Bylaws and Rules and Regulations of the Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust, and the Bylaws, and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or will be in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit or Parking Space shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the Bylaws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant. All 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 or Parking Space as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

XX. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section 33 of the Bylaws of the Condominium Trust, which is hereby incorporated herein by this reference and made a part hereof.

XXI. Invalidity

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

XXII. Waiver

No provision 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 that may occur.

XXIII. 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.

XXIV. Conflicts

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.

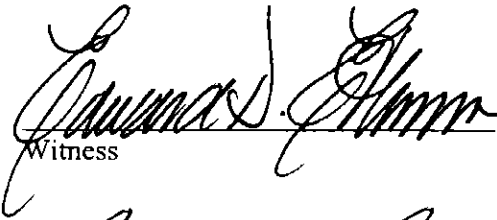
XXV. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate that constitutes the Bixby Court Condominium shall be bound by the provisions of this Master Deed. The Declarant, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate that constitutes the Bixby Court Condominium.

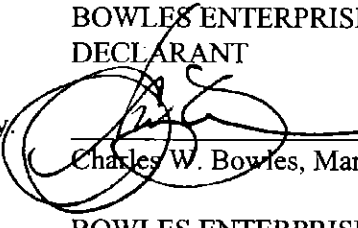
EXECUTED as an instrument under seal at Northampton, Hampshire County, Massachusetts this 16th day of June, 2000.

Signed and sealed in the presence of:

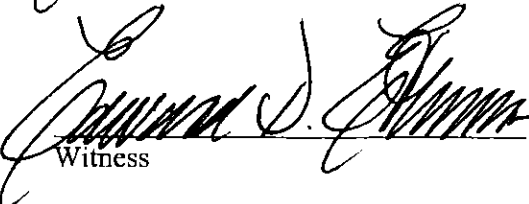
BOWLES ENTERPRISES, LLP,
DECLARANT


Witness

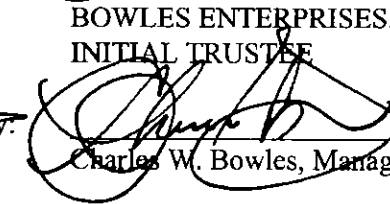
By:


Charles W. Bowles, Managing Partner

BOWLES ENTERPRISES, LLP,
INITIAL TRUSTEE


Witness

By:

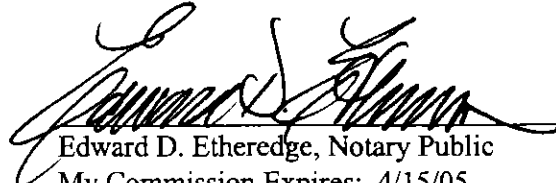

Charles W. Bowles, Managing Partner

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

June 16, 2000

Then personally appeared the above named Charles W. Bowles, as Managing Partner of Bowles Enterprises, LLP, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Bowles Enterprises, LLP, before me,


Edward D. Etheredge, Notary Public
My Commission Expires: 4/15/05

Edward D. Etheredge
Notary Public
My Commission Expires
4/15/05

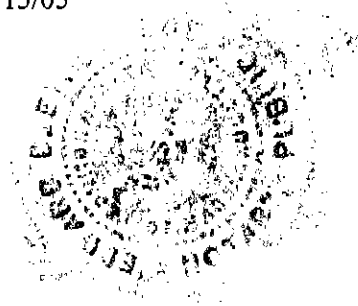


Exhibit "A"

The land in Northampton, Hampshire County, Massachusetts, together with the buildings thereon, bounded and described as follows: Certain real estate, with all the buildings and structures now or hereafter standing or placed thereon, situated in Northampton, in the County of Hampshire and Commonwealth of Massachusetts, on Hawley Street, more particularly bounded and described as follows:

Bounded Southwesterly by said Hawley Street; Southeasterly by the respective homesteads now or formerly of Solomon Laeore, Ralph L. Williams, Jonas M. Clark and Mrs. Ella G. Bement; Northeasterly by land formerly of Henry F. Williams, and Northwesterly partly by land now or formerly of said Williams and partly by the homestead formerly of Mrs. Benjamin – containing one hundred and forty (140) rods of land, more or less.

SUBJECT TO AND TOGETHER WITH the rights and covenants of a Special Permit Decision of the Northampton Planning Board dated August 12, 1999 and recorded in the Hampshire Registry of Deeds in Book 5813, Page 124.

SUBJECT TO an Easement to MediaOne of Western New England, Inc. dated December 29, 1999 and recorded in the Hampshire Registry of Deeds in Book 5865, Page 260.

SUBJECT TO an Easement to Massachusetts Electric Company and New England Telephone and Telegraph Company dated October 28, 1999 and recorded in the Hampshire Registry of Deeds in Book 5844, Page 110.

BEING the same premises conveyed by deed of Alan D. Zapka and Helen E. Zapka to Bowles Enterprises, LLP dated July 1, 1999 and recorded in the Hampshire County Registry of Deeds on July 9, 1999 in Book 5736, Page 8. The same also being known as #62-64 Hawley Street and #4-6 Bixby Court, Northampton, Massachusetts.

ALSO BEING the same premises shown on the Phase I, Plan of Land in Northampton, Massachusetts prepared for Bixby Court Condominium Trust by Randall E. Izer of Harold L. Eaton & Associates, Inc. dated June 1, 2000 and recorded in the Hampshire Registry of Deeds in Plan Book 187, Page 33.

Exhibit "B"

BIXBY COURT CONDOMINIUMS

| Unit | Number | Description | Area | % |
|-------|---------------------|---|------------------------------------|-------|
| 4 | 4 Bixby Court | 1st & 2nd Floor Front Porch Garage Back Yard Total | 2048 192 504 1280 4024 | 16.4% |
| 6 | 6 Bixby Court | 1st & 2nd Floor Front Porch Garage Back Yard Total | 1636 148 252 680 2716 | 11.1% |
| 8 | 8 Bixby Court | 1st & 2nd Floor Front Porch Garage Back/side Yard Total | 1636 148 276 922 2982 | 12.1% |
| 10 | 10 Bixby Court | 1st & 2nd Floor Front Porch Garage Back/side Yard Total | 1636 148 240 680 2767 | 11.2% |
| 12 | 12 Bixby Court | 1st & 2nd Floor Front Porch Garage Back/side Yard Total | 1636 148 240 680 2762 | 11.2% |
| 14 | 14 Bixby Court | 1st & 2nd Floor Front Porch Garage Back/side Yard Total | 1636 148 240 1860 3952 | 16.1% |
| 62-64 | 62-64 Hawley Street | 1st & 2nd Floor Porch - Deck Back Yard Total | 4827 300 1350 5404 | 21.9% |
| | | Total | 24607 | 100% |

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
 MARIANNE L. DONOHUE