



Bk: 13524Pg: 236 Page: 1 of 27  
Recorded: 01/28/2020 01:41 PM

## MASTER DEED

of the

## POMEROY PLACE CONDOMINIUM

---

This MASTER DEED of POMEROY PLACE CONDOMINIUM is made this 11<sup>th</sup> day of January, 2020.

WITNESSETH that POMBRIDGE MANOR LLC, a Massachusetts limited liability company with a principal place of business at 106 Industrial Drive, Northampton, Massachusetts (hereinafter referred to as the "Declarant") being the sole owner of certain premises situated at 5 and 9 Pomeroy Terrace, Northampton, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Massachusetts General Laws Chapter 183A and propose to create a condominium, to be governed by and subject to the provisions of said Massachusetts General Laws Chapter 183A (including any amendments thereto hereafter enacted) and to that end said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM. The name of the Condominium shall be the POMEROY PLACE CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").
2. DESCRIPTION OF LAND. The land submitted to the condominium regime hereby is the land located at 5 Pomeroy Terrace, Northampton, Massachusetts more particularly described on "Exhibit A" which is attached hereto and made a part hereof (the "Premises").
3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Massachusetts General Laws Chapter 183A, as amended, shall have the same meanings unless the context otherwise requires.

The POMEROY PLACE CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association", shall be the organization of unit owners governed according to the terms of the Declaration of Trust of the Condominium (also known as the Declaration of Trust, to be recorded herewith), which Association will manage and regulate the Condominium pursuant to the By-laws of the Association (included in the Declaration of Trust), this instrument, and

Massachusetts General Laws Chapter 183A. The mailing address of the Association is 106 Industrial Drive, Northampton, Massachusetts.

There shall be a Board of Trustees hereunder consisting initially of one (1) individual chosen by the Declarant (the "Initial Board") to serve for a term which shall expire upon the earliest to occur of the following events: (a) promptly following the conveyance of all twelve (12) units to be created in all three (3) phases of the Condominium; and (b) five (5) years following the recording of this Master Deed ("Transition Event"). Notwithstanding any other term or provision herein to the contrary: (a) the Unit Owners shall have no power or right to remove the Initial Board member appointed by the Declarant; and (b) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed for replacement of the trustee appointed by the Declarant.

The Initial Board so chosen is the Trustee named herein:

Todd A. Marchefka, 106 Industrial Drive, Northampton, Massachusetts

Upon the occurrence of the Transition Event, there shall be at a meeting duly called for the purpose, in accordance with the By-Laws, of election by and from among the Unit Owners of three (3) successor Trustees, all of whom shall be selected by vote of the Unit Owners.

The Officers of the Association shall consist of a President, a Vice President, a Treasurer and a Clerk. One person may hold more than one office. Additional officers such as an Assistant Treasurer, or Assistant Clerk may be appointed. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees.

The By-Laws of the Association, hereafter the "By-Laws", shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Massachusetts General Laws Chapter 183A. The By-Laws are recorded immediately after the Master Deed as part of Declaration of Trust and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the common areas and facilities of the Condominium.

4. DESCRIPTION OF BUILDINGS; PHASES; PARKING EASEMENTS. The Condominium will be developed in three (3) phases containing a total of twelve (12) units (the "Units"). Phase I of the Condominium consists of one (1) structure at 9 Pomeroy Terrace, Northampton, MA (the "Phase I Building") containing a total of two (2) residential units. The Phase I Building is 2 stories, wood frame construction, an attic and with foundation and basement, fiber cement siding and asphalt roofing materials. The Phase I Building, the Units (including unit designation of each Unit, and its location, approximate area, number of rooms, and immediate common area to which it has access), and the site are more fully shown in a set of plans entitled EXISTING CONDITIONS FOR POMEROY PLACE CONDOMINIUM, prepared for Pombridge Manor LLC, attached hereto as Exhibit C (the "Building Plans").

The Declarant intends, and hereby reserves the right, but not the obligation, to create two (2) additional phases, including any part thereof, as shown on the Building Plans hereinbefore mentioned. All improvements intended for each of the future phases will be substantially completed prior to the addition of each future phase. Improvements in the future phases will be consistent with initial improvements in Phase I in terms of quality of construction. When and if all phases are completed, the Condominium will contain twelve (12) units. The Premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the Premises shown as subsequent phases on the Condominium Plans referred to hereinabove. The Declarant also reserves the right to have as an appurtenance to the addition of the subsequent phase an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their

nominees, for a period ending five (5) years after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work 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 in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant also reserves the right to grant temporary and/or permanent easements over and across the Common Elements of the Condominium land for access to and from the buildings and parking spaces located on the other Phase.

The Declarant reserves the right to grant easements over, under, through and across the common areas of the Condominium land and buildings for the purpose of installing cable television and other utility lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

5. DESCRIPTION OF UNITS. Building 9, Unit 9100 contains a kitchen/living area, 2 bedrooms, 2 full bathrooms, pantry, and attached deck. Unit 9100 shall be conveyed together with the exclusive right to use the parking spaces designated on the Building Plans as Parking Space 9100A and Parking Space 9100B. Said parking spaces may only be used by the owner or tenant of said Unit. The right to use said parking spaces shall be appurtenant to said Unit and shall not be transferred separately from said Unit.

Building 9, Unit 9200 contains a kitchen/living area, 2 bedrooms, 2 full bathrooms, pantry, and attached deck. Unit 9200 shall be conveyed together with the exclusive right to use the parking spaces designated on the Building Plans as Parking Space 9200A and Parking Space 9200B. Said parking spaces may only be used by the owner or tenant of said Unit. The right to use said parking spaces shall be appurtenant to said Unit and shall not be transferred separately from said Unit.

Exhibit B provides additional information concerning each Unit including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section.

6. INTEREST OF UNIT OWNER IN COMMON ELEMENTS. The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities more fully defined in Section 12 hereof (the "Common Elements") in the percentages set forth in Exhibit B attached hereto. The percentage interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation the fair value of each unit bears to the aggregate fair value of all the units as of the date of recording of this Master Deed and shall be referred to hereinafter as the Common Elements Percentage Interest. The Common Elements Percentage Interest of the respective Units shall be amended upon the recording of any amendment to this Master Deed creating a new Phase of the Condominium, based on approximate relation the fair value of each unit bears to the aggregate fair value of all the units as of the date of recording of each such Amendment to this Master Deed.

With respect to the Units that will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the common area facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each unit) will be calculated on the basis of the approximate relation that the fair value of Unit on the date of this Master Deed, and as to each subsequent phase, the date of the amendment adding each such subsequent phase, bears to the aggregate fair value of all the Units. The effective date for the change in the interest in the common areas and facilities appurtenant to each Unit by reason of the addition of each subsequent phase, is the date of recordation in the Hampshire County Registry of Deeds of the amendment to this Master Deed adding a phase.

#### 7. BOUNDARIES OF UNITS.

(a) The boundaries of the units of the Condominium are as follows:

Floors: The upper surface of the concrete floor foundation. Walls and ceilings: As to walls and ceilings, the plane of the interior surface of the wall studs and roof joists as applicable. Windows and Doors: As to doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

(b) Each unit includes the ownership of all utility lines, heating and cooling ductwork, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each such unit above the floor and outside of the walls thereof and a porch, deck or carport which exclusively serve each such unit.

(c) Each unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS. Each Unit Owner shall have an easement in common with the owners of all the other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other units and serving their unit, including without limitation for the installation, use, maintenance, repair and replacement of the solar panels described in Paragraph 17 hereof. 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, public utility lines and other Common Elements serving such other units and located in such unit. The Trustees shall have a right of access to such unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in any of the Buildings.

9. MODIFICATION OF UNITS. No owner of any unit may at any time make any change or modifications of the exterior of said that would affect, or in any way modify, the structural or supportive characteristics of any of the Buildings; however, such owner may at any time and from time to time, change the use and designation of any room or space within such unit, subject always to provisions of this Master Deed and the provisions of the By-laws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Northampton where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association. Such approval shall not be unreasonably withheld or delayed.

#### 10. RESTRICTIONS ON USE OF UNITS.

- (a) Each Unit is hereby restricted to residential use by the Unit Owner(s) to be occupied as a single family residential unit and for no other purpose other than home occupations to the extent the same are permitted by applicable zoning ordinance or other rule or regulation.
  
- (b) Except as permitted by applicable zoning ordinance or other rule or regulation, no industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the Premises of the Condominium, nor, without the written permission of the Trustees, shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any unit be used or rented for transient, hotel or motel purposes.
  
- (c) The Trustees, or their designated agent, shall be provided with a pass key to the Units from every Unit owner for use in emergency situations.
  
- (d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the buildings.
  
- (e) Owners shall not paint, stain, or otherwise change the color of any exterior portion of any of the Buildings, unless agreed upon in writing by the members of the Association.
  
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the buildings by them, their family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate a television set, radio or other electronic device on the Premises causing disturbance to other owners or occupants between the hours of 11:00 pm and 7:00 am.

(g) Owners and occupants shall comply with and conform to all applicable laws and regulations of the Condominium and all ordinances, rules and regulations of all governing authorities, and shall save the Condominium Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(h) The Board of Trustees of the Association shall have the right to regulate the presence of pets in the Condominium in the Rules and Regulations adopted by it pursuant to the By-Laws.

(i) Owners shall be held responsible for the actions of their children, tenants, guests and invitees.

(j) Except by permission of the Trustees, and except for one registered non-commercial passenger automobile or light pickup truck for each designated parking space, no part of the Premises, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers, or other vehicles, items or goods.

(k) The patios, porches, decks, carports, planting areas and appurtenances thereto, if any, are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association, and shall be maintained in good condition, order and repair by the owner of the Unit to which such patios, porches, decks, carports and planting areas are appurtenant at such owner's expense.

(l) The use of units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees.

(m) The Association also reserves the right and easement to enter onto the Premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing



adjoining Units, Common Elements and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(n) The maintenance, repair and improvement of the exterior portions of the Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in the Condominium as any other common expense; except as otherwise provided in this Section 10.

(o) **A unit may not be leased or rented by a Unit Owner for less than 12 months,** unless otherwise approved in writing by the Association; provided, however, a mortgagee in foreclosure may rent a unit provided the lease must be in writing and subject to the requirements relating to this Master Deed, the Trust and By-Laws, and any rules and regulations promulgated under the By-Laws.

(p) **No unit may be conveyed pursuant to a time-sharing plan or rented for short term rental such as through "Airbnb", "VRBO", or otherwise.**

(q) These restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association 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 owner of a Unit shall be liable for any breach of the provisions of this Section 10 except such as may occur during their ownership thereof.

(r) Only clean rain water or snow melt is permitted to run into any drains on the Premises at any time, and absolutely no dumping of any materials other than clean water is allowed. If fertilizers, pesticides, or herbicides are used at any time on the Premises, care must be taken to ensure that appropriate and safe amounts are properly applied and no runoff is permitted into drains on the Premises. Unit owners shall take special care to

avoid intentional or unintentional runoff of any materials other than clean water into drains situated close to patios on the Premises.

(s) All activities on the Premises must conform to the Special Permit dated July 20, 2106 and recorded in Hampshire Registry of Deeds in Book 12404 Page 97 and applicable lighting restrictions required by the City of Northampton.

(t) No portion of the Premises may be used at any time in such a way as to violate the requirements of the Stormwater Management Maintenance Agreement dated March 3, 2017 and recorded in Hampshire Registry of Deeds in Book 12677, Page 310.

(u) All landscaping on the Premises must be maintained and improved in compliance with approved and applicable site designs, plans and permits.

(v) No landscaping chemicals are to be applied on the Premises at any time in any way that may cause their residue to leave the Premises or enter the storm water system.

11. UNIT APPURTENANCES. Appurtenant to each unit are the following:

(a) The right to use, in common with the owners of other units served thereby, all utility lines and other common facilities located in any of the other units or in the Common Elements described in Section 8 hereof and serving that unit. Nothing herein shall be construed to limit the right of any owner of a unit to use other nonexclusive common areas and facilities in accordance with their intended purposes.

(b) The right to use the driveway located in the common area subject to the Rules and Regulations of the Board of Trustees of the Association.

(c) Membership in the Association which shall be in the same percentage as an individual Unit Owner's Common Element Percentage Interest, which membership is not assignable nor severable from ownership of such unit.

All of the units shall have appurtenant thereto, in common with each other, the right and

easement to use the remaining lawn area in front of and behind each respective unit, driveway and walkways of the Premises, subject to and in accordance with restrictions, limitations, provisions, and conditions as herein before and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association, and the Rules and Regulations promulgated under the By-Laws.

12. COMMON AREAS AND FACILITIES. The common areas and facilities of the Condominium (the "Common Elements") are comprised and consist of:

- (a) Land described in Section 2 hereof together with the benefit of and subject to the rights and easements referred to in Exhibit A hereof and common areas and facilities shown on the Building Plans as defined herein, and subject to the right and easement of the Declarant to construct and add the buildings and units and parking spaces constituting subsequent Phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and units and parking spaces constituting such subsequent Phases, including the rights and easements hereunder reserved, and hereafter to submit such Phases by amendment to said Master Deed as provided in this Master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and units and parking spaces in such subsequent Phases, the buildings and units and parking spaces will remain the property of the Declarant and shall not constitute a part of the Condominium.
- (b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the buildings and of the units therein, comprising the Condominium.
- (c) Installations of central services such as power, light, telephone, gas, and water.
- (d) All utility lines and other facilities contained within the common areas and/or within any unit except those which exclusively serve individual units and are located within the individual units.

(e) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefor.

(f) The yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, and lighting fixtures, which shall be subject to certain exclusive use easements as shown on the site plan for the Condominium.

(g) The driveway to the extent it is situated on the Premises.

(h) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) or on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein.

(j) All other items listed as such in said Chapter 183A and located on the land described in Section 2 hereof.

13. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other unit or upon a portion of the Common Elements, or if any portion of the Common Elements, now or hereafter, encroaches upon any Unit as a result of the alteration or repair of any of the Buildings or Units, the settling of the Buildings, or a Unit therein, as a result of repair or restoration of any of the Buildings or any Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as said Building stands.

#### 14. AMENDMENT OF MASTER DEED.

(a) Until the first to occur of (1) seventy-five (75%) percent of the possible units have been conveyed by the Declarant to Unit Owners; (2) the Declarant waives the amendment right herein reserved by a recorded instrument; and five (5) years from the date of recording of this Master Deed, the Master Deed may be amended only by the Declarant. Thereafter this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this

instrument or the By-Laws of the Association, by a vote of at least two-thirds (2/3) in the interest of the unit owners and written consent of the holders of at least fifty-one (51%) percent of the first mortgages on mortgaged Units. The consent of the holders of a first mortgage shall be deemed given if said first mortgage holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal by certified or registered mail, return receipt requested and an affidavit so attesting to such notice along with a copy of the notice and a copy of the return receipt shall be sufficient when recorded at the Registry of Deeds.

(b) Except to the extent that a lesser percentage is permitted under Chapter 183A of the Massachusetts General Laws, if the amendment involves a change in percentage interest of unit owners in the Common Elements or if the Declarant shall endeavor to effect a change in the size, shape, or functionality of the Common House, such vote change shall require approval by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged units.

(c) Declarant reserves the right and power to amend this Master Deed to comply with requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering unit ownership.

(d) Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit owner or mortgagee of any Unit Owner, to amend this Master Deed at any one time or from time to time, for the purpose of bringing this Master Deed into compliance with Massachusetts General Laws Chapter 183A or for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors. Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

(e) No amendment shall be effective until recorded with the Hampshire County Registry of Deeds. Said amendment shall be signed and acknowledged by either (a) a majority of the Trustees; or (b) the president or vice president and the treasurer or assistant treasurer of the Condominium Association with a certification by the clerk or assistant clerk that the voting percentages required by Section 14 have been met.

(f) All Unit Owners, unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to all such amendments by Declarant and appoints Declarant and its successors and assigns, their attorney-in-fact to execute, seal, deliver and file on their behalf any and all such amendments, which power-of-attorney is coupled with an interest, shall be irrevocable, and shall run with the land.

(g) Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserve the right to construct and add to the Condominium such additional buildings, Units and parking spaces (or any lesser part thereof) as described in Section 4 and Section 12(a), and after such additions are substantially completed, to amend this Master Deed creating subsequent Phases as hereinbefore described; each Unit Owner, their successor, assigns and mortgagees shall, by the acceptance and recording of their Unit Deed, irrevocably appoint the Declarant, its successor, assigns and mortgagees as their attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of

(i) five (5) years from the date of recording of this Master Deed;

(ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or

(iii) the recording of the amendment adding the last Phase by which all units to

which the Declarant is entitled will thereupon have been added to the Condominium.

15. ADDITIONAL RIGHTS FOR BENEFIT OF HOLDERS OF MORTGAGES.

- (A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by a holder of a mortgage through the procedures set forth in subsection (i) and/or (ii) above;
- (B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- (C) That any mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;
- (D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:
- (i) by act or omission, seek to abandon or terminate the Condominium (except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of eminent domain);
  - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

- (iii) partition or subdivide any residential Unit;
  - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, other than in consequence of a subdivision creating a new unit, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;
  - (vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium;
  - (vii) take any action to amend any material provisions of this Master Deed and the Condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.
- (E) That all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- (F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Elements;
- (G) That any holder, insurer, or guarantor of any first mortgage, upon written request to the Trustees, will be entitled to:
- (i) written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this



Master Deed or the provisions of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;

- (ii) inspect the books and records of the Condominium Trust during normal business hours;
- (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
- (v) prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements;
- (vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;
- (vii) prompt written notice of any action which requires the consent of a specified percentage of eligible mortgagees. The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

(H) That no agreement for professional management of the Condominium or any other contract may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

#### 16. MISCELLANEOUS.

a. 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 nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer

to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which occur.

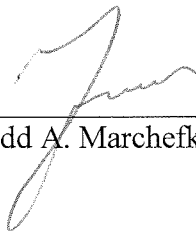
d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect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

e. Conflicts. This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the Unit owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The Premises is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. In the event an action is instituted against a Unit owner to enforce any provision of this Master Deed or the By-Laws and a court enters a judgment against the Unit owner or an order enforcing said provision, then in addition to the judgment or order, the Unit owner shall be liable for the legal expenses and costs incurred by the Association in the action.

IN WITNESS WHEREOF, Todd A. Marchefka, being the sole Member of Pombridge Manor LLC, has executed this Master Deed as a sealed instrument on the date first written above.


Pombridge Manor LLC

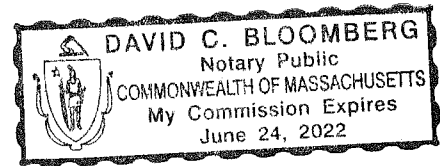
By:   
\_\_\_\_\_  
Todd A. Marchefka, Member

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY: SS

On this 11<sup>th</sup> day of January, 2020, before me, the undersigned notary public, personally appeared Todd A. Marchefka, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Member of Pombridge Manor LLC, and as his free act and deed and the free act and deed of Pombridge Manor LLC.

  
\_\_\_\_\_  
Notary Public –David C. Bloomberg  
My Commission Expires: June 24, 2022



## EXHIBIT "A"

### PHASE I:

Property Address: 9 Pomeroy Terrace, Northampton, Hampshire County, MA

That portion of the land with the building thereon shown as "Phase I" on the Building Plans attached hereto as Exhibit C situated at 9 Pomeroy Terrace, Northampton, Hampshire County, MA, which Phase I is comprised of a portion of the following two Tracts of land:

#### Tract A:

That certain tract or parcel of land with the two dwelling houses thereon situate at the corner of Bridge Street and Pomeroy Terrace in said Northampton, more particularly bounded and described as follows:

Commencing at a stone bound in the southerly line of Bridge Street; thence running easterly along the southerly line of Bridge Street about ninety-three (93) feet six (6) inches to the westerly line of Pomeroy Terrace; thence turning and running S. 13o 16' E., along the westerly line of Pomeroy Terrace about one hundred ninety-five (195) feet more or less to a stone bound at the northeasterly corner of land formerly of Hannah Sherwin; thence turning and running S. 71o 30' W. along said land of Hannah Sherwin one hundred three (103) feet ten (10) inches to a stone bound; thence turning and running N. 26o 32' E. forty (40) feet five (5) inches along land now or formerly owned by the heirs of Calvin L. Clark and Dorcas Clark to a point; thence turning and running northerly along the land of said heirs of Calvin L. Clark and Dorcas Clark about one hundred forty-seven (147) feet, more or less, to the point of beginning.

BEING a portion of the premises conveyed to Pombridge Manor LLC by deed of Winterberry LLC dated February 28, 2019 and recorded with the Hampshire County Registry of Deeds in Book 13209, Page 1.

#### Tract B:

That certain tract or parcel of real estate situated on the southeasterly side of Bridge Street, in said Northampton, known as #87-89 on said Street, and being the same property shown on Plan entitled "Plan of Land in Northampton, Mass. Belonging to Robert B. & Marg. C. Sawyer" dated June & July, 1949, made by G.E. Ainsworth R.L.S., recorded at Hampshire Registry of Deeds and further bounded and described as follows:

Beginning at a stone bound set in the southeasterly line of said Bridge Street, at the most northerly corner of the tract hereby conveyed and at the northwest corner of land formerly of one Clark and now or formerly of Samuel and Fannie Budgar; thence S. 14o 19' E. along land now or formerly of said Budgar one hundred forty-seven and forty-six one-hundredths (147.46) feet more or less, to an iron

pin; thence S. 28o 51' W. along said land now or formerly of said Budgar forty and forty-two one hundredths (40.42) feet; more or less to a stone bound at land formerly of said Clark, and now or formerly of one Sherwin; thence S. 73o 49' W. along land now or formerly of said Sherwin four and fifty-seven one-hundredths (4.57) feet, more or less, to a point; thence S. 64o 55' W. along land formerly of one Lathrop and now or formerly of one Kurzydowski, thirty-eight and fifty one-hundredths (38.50) feet, more or less, to a stone bound at the southwesterly corner of the tract hereby conveyed; thence N. 28o 20' W. along land now or formerly of said Kurzydowski one hundred sixty-three and seventy-five one hundredths (163.75) feet, more or less, to an iron pin set in the southeasterly line of said Bridge Street; thence northeasterly along said line of said Bridge Street one hundred twelve and sixty one-hundredths (112.60) feet, more or less, to the point of beginning and being the same premises conveyed to said Robert B. Sawyer et ux. by Deed of Marquerite I. Whitlock, dated July 11, 1947, recorded in the Hampshire County Registry of Deeds Book 1019, Page 189, to which deed and Plan above referred to reference is expressly made for further descriptions.

BEING a portion of the premises conveyed to Pombridge Manor LLC by deed of Winterberry LLC dated February 28, 2019 and recorded with the Hampshire County Registry of Deeds in Book 13209, Page 1.

IF PHASE II IS ADDED:

Property Address: 5 Pomeroy Terrace, Northampton, Hampshire County, MA

That portion of the land with the building shown as "Phase II" on the Building Plans attached hereto as Exhibit C situated at 5 Pomeroy Terrace, Northampton, Hampshire County, MA, which Phase II is comprised of a portion of Tract A and a portion of Tract B described above.

IF PHASE III IS ADDED:

Property Address: 87-89 Bridge Street, Northampton, Hampshire County, MA

That portion of the land with the buildings shown as "Phase III" on the Building Plans attached hereto as Exhibit C situated at 87-89 Bridge Street, Northampton, Hampshire County, MA, which Phase III is comprised of a portion of Tract A and a portion of Tract B described above.

The Premises are subject to the following:

1. Notice of Special Permit dated July 20, 2106 and recorded in Hampshire Registry of Deeds in Book 12404 Page 97.
2. Stormwater Management Maintenance Agreement dated March 3, 2017 and recorded in Hampshire Registry of Deeds in Book 12677, Page 310.
3. Easement rights granted to Massachusetts Electric Company dated April 25, 2018 and recorded in Hampshire Registry of Deeds in Book 12939, Page 164.

## EXHIBIT B

### Proportionate Interest\* in Each Unit in the Common Elements

Unit #	Ownership % Phase I	Ownership % Phase II	Ownership % Phase III	SF**
PHASE 1				
9 Pomeroy				
Unit #9100	50%	15.1	8.5	1174
Unit #9200	50%	15.9	9	1319
	<b>100%</b>			
PHASE 2				
5 Pomeroy				
Unit #5101		11.5	6.5	919
Unit #5102		11	6.5	919
Unit #5201		11	6.5	807
Unit #5202		11.5	6.5	847
Unit #5301		12	6.5	821
Unit #5302		12	6	768
		<b>100.0%</b>		
PHASE 3				
87 & 89 Bridge St.				
Unit 87A			11	2717
Unit 87B			11	2699
Unit 89A			11	2717
Unit 89B			11	2699
			<b>100.0%</b>	

\*The percentages shown for all Units for Phase II and Phase III are estimates only. The final percentages shall be based on the final values of the declared Units in relation to the aggregate fair value of all of the declared Units, as of the date of each amendment to the Master Deed creating each new Phase of the Condominium.

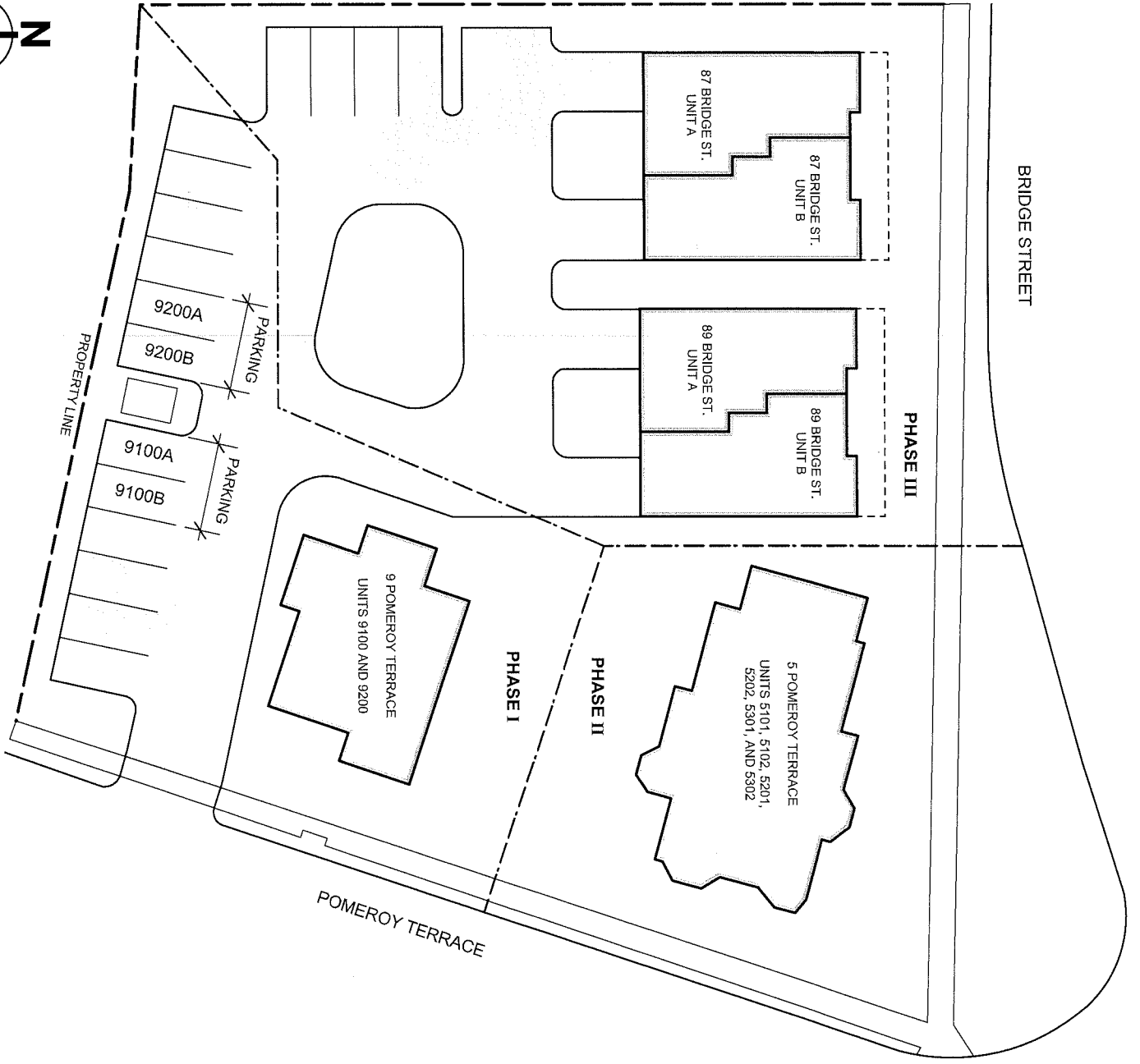
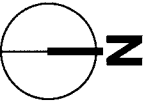
\*\*Measured between the boundaries of the unit, as described in the Master Deed.

Each Unit has exclusive access to and use of an attached separate deck, as shown on the attached Building Plans, which are a part of the Unit and which are therefore the responsibility of each Unit owner to maintain and repair.

EXHIBIT C

CONDOMINIUM BUILDING PLANS





I CERTIFY THAT THESE PLANS SHOW THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED AND OF IMMEDIATELY ADJOINING UNITS, AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

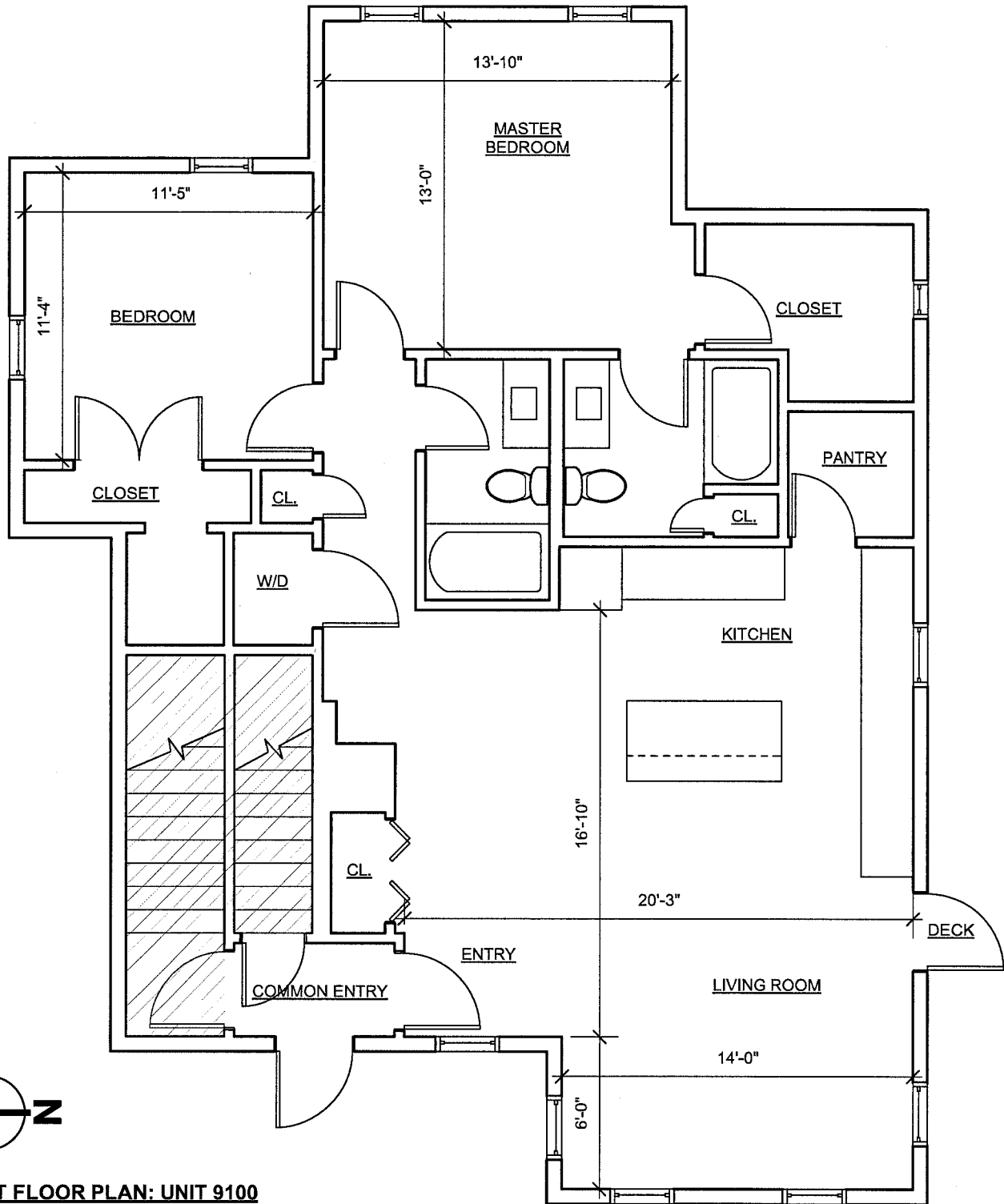
Signed  
 Thomas Douglas \_\_\_\_\_  
 01/28/2020

**SITE PLAN AND PARKING**

EXISTING CONDITIONS FOR:  
**POMEROY PLACE CONDOMINIUM  
 PREPARED FOR POMBRIDGE MANOR LLC.**  
 5 AND 9 POMEROY TERRACE  
 NORTHAMPTON, MA 01060  
 87 AND 89 BRIDGE STREET  
 NORTHAMPTON, MA 01060

**THOMAS DOUGLAS**  
**Architects, Inc.**  
 196 Pleasant St., Northampton, MA  
 phone: (413) 585-0641

The architect shall be assumed the author of these documents and shall remain all to those drawings, without the written consent of the architect, shall void the accuracy of the plans.



**FIRST FLOOR PLAN: UNIT 9100**

UNIT GROSS SQUARE FOOTAGE 1,174SF

**THOMAS DOUGLAS**  
**Architects, Inc.**  
 196 Pleasant St., Northampton, MA  
 phone: (413) 585-0641

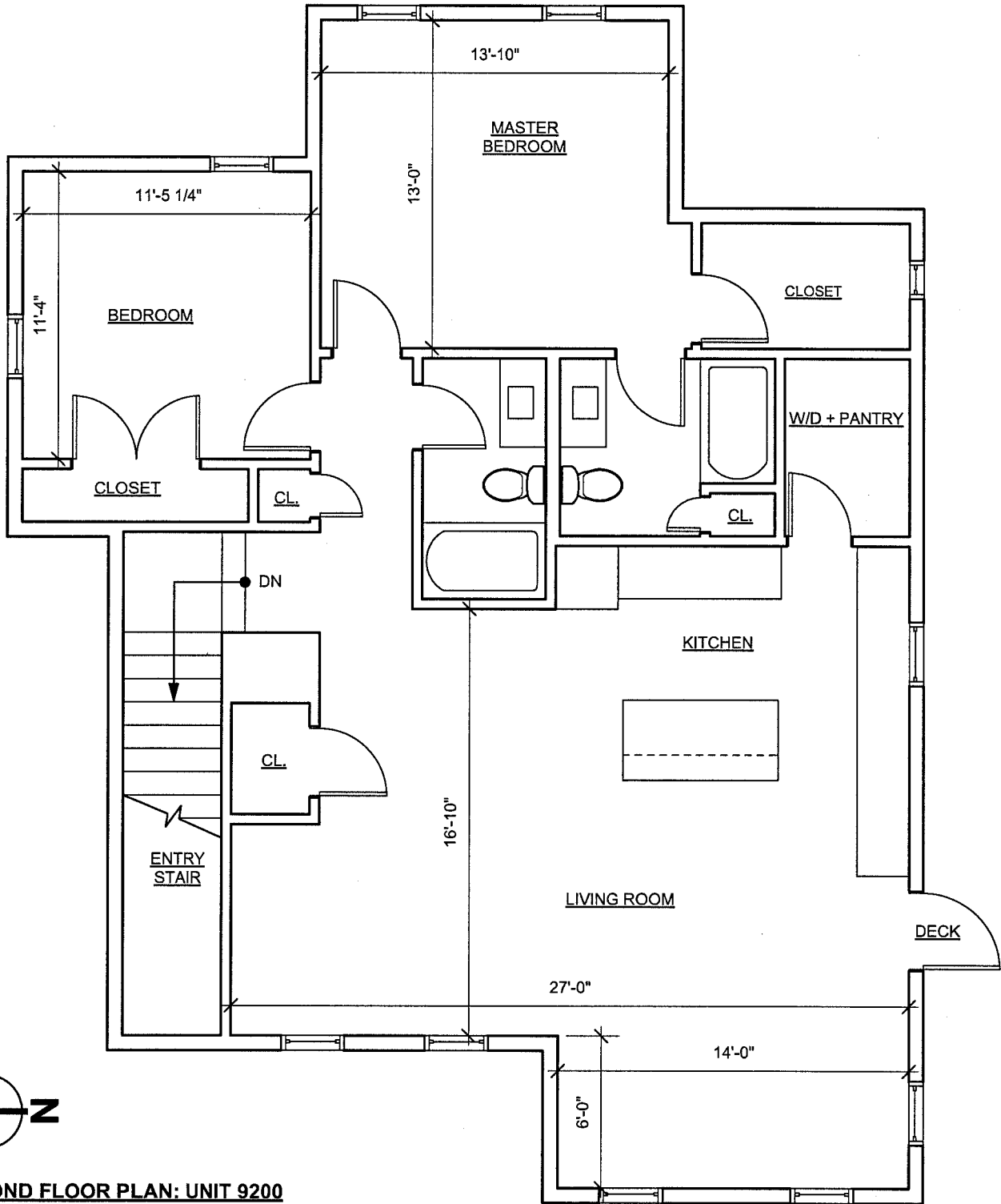
The architect shall be deemed the author of these documents and shall retain all copyright, statutory and other reserved rights including the copyright. Any changes to these drawings without the written consent of the architect shall void the accuracy of the plans.

EXISTING CONDITIONS FOR:  
**POMEROY PLACE CONDOMINIUM**  
**PREPARED FOR POMBRIDGE MANOR LLC.**  
 9 POMEROY TERRACE UNIT 9100  
 NORTHAMPTON, MA 01060  
 PHASE 1

I CERTIFY THAT THESE PLANS SHOW THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED AND OF IMMEDIATELY ADJOINING UNITS, AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH HAS ACCESS, AS BUILT.

Signed  
 Thomas Douglas \_\_\_\_\_  
 01/28/2020





**SECOND FLOOR PLAN: UNIT 9200**

UNIT GROSS SQUARE FOOTAGE 1,319SF

**THOMAS DOUGLAS**  
**Architects, Inc.**  
 196 Pleasant St., Northampton, MA  
 phone: (413) 585-0641

The architect shall be deemed the author of these documents and shall retain all copyright, statutory and other reserved rights including the copyright. Any changes to these drawings without the written consent of the architect shall void the accuracy of the plans.

EXISTING CONDITIONS FOR:  
**POMEROY PLACE CONDOMINIUM**  
**PREPARED FOR POMBRIDGE MANOR LLC.**  
 9 POMEROY TERRACE UNIT 9200  
 NORTHAMPTON, MA 01060  
 PHASE 1

I CERTIFY THAT THESE PLANS SHOW THE UNIT DESIGNATION OF THE UNIT BEING CONVEYED AND OF IMMEDIATELY ADJOINING UNITS, AND THAT THEY FULLY AND ACCURATELY DEPICT THE LAYOUT OF THE UNIT, ITS LOCATION, DIMENSIONS, APPROXIMATE AREA, MAIN ENTRANCE AND IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS, AS BUILT.

Signed  
 Thomas Douglas \_\_\_\_\_  
 01/28/2020

ATTEST: HAMPSHIRE, *Mary Colberding*, REGISTERED  
 MARY COLBERDING

