



2011 00012762

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Recorded: 06/28/2011 12:19 PM

SECOND AMENDMENT
TO
MASTER DEED
OF
EASTVIEW CONDOMINIUM

Reference is hereby made to the Master Deed dated June 11, 2010, recorded in Book 10207, Page 207, with the Hampshire County Registry of Deeds, as amended by First Amendment to Master Deed recorded with the Hampshire County Registry of Deeds in Book 10371, Page 206 (the "Master Deed"), establishing the Eastview Condominium (the "Condominium"), situated in Northampton, Hampshire County, Commonwealth of Massachusetts.

WHEREAS, the undersigned, Wright Builders, Inc., being the declarant of the Condominium ("Declarant"), reserved the right pursuant to Section 4 of the Master Deed to create two (2) additional phases of the Condominium, and the Declarant, having completed construction of Phase III, desires to amend the Master Deed to reflect the new units created as a result of said completion of construction;

WHEREAS, the Declarant desires to further amend the Master Deed as set forth hereinafter.

NOW, THEREFORE, the Declarant hereby amends the Master Deed as follows:

1. Section 5 of the Master Deed is hereby amended, so that as amended said Section 5 shall read in its entirety as follows:

"5. DESCRIPTION OF UNITS.

"PHASE I: Unit 46 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit 46 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 46," "Parking Space 46" and "Patio/Planting Area 46" respectively. Units 48, 50 and 52 each contain a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and deck. Unit 48 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 48," "Parking Space 48" and "Patio/Planting Area 48" respectively. Unit 50 shall be conveyed together with the exclusive right to use the garage, parking

space and patio with planting area identified on the Plans as "Garage Space 50," "Parking Space 50" and "Patio/Planting Area 50" respectively. Unit 52 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 52," "Parking Space 52" and "Patio/Planting Area 52" respectively. Each Unit Owner shall be responsible for maintaining the interior of the Garage Space, and the Parking Space and Patio/Planting Area corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. The immediate common area to which each Unit has access to the west of each Unit is the Patio/Planting Area behind each Unit as shown on the Plans. The immediate common area to which each Unit has access to the east of each Unit is the steps adjacent to the front porch of each Unit. Exhibit B provides additional information concerning each Unit in Phase I including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section.

"PHASE II: Unit 2 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit 2 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 2," "Parking Space 2" and "Patio/Planting Area 2" respectively. Units 4, 6 and 8 each contain a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and deck. Unit 4 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 4," "Parking Space 4" and "Patio/Planting Area 4" respectively. Unit 6 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 6," "Parking Space 6" and "Patio/Planting Area 6" respectively. Unit 8 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as "Garage Space 8," "Parking Space 8" and "Patio/Planting Area 8" respectively. Each Unit Owner shall be responsible for maintaining the interior of the Garage Space, and the Parking Space and Patio/Planting Area corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. The immediate common area to which each Unit has access to the south of each Unit is the Patio/Planting Area behind each Unit as shown on the Plans. The immediate common area to which each Unit has access to the north of each Unit is the steps adjacent to the front porch of each Unit. Exhibit B provides additional information concerning each Unit in Phase II including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section."

“PHASE III: Unit 12 and Unit 16 each contain a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit 14 contains a living/dining room, kitchen, three bedrooms, open study, two bathrooms, basement, a front porch and rear deck. Unit 12 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 12,” “Parking Space 12” and “Patio/Planting Area 12” respectively. Unit 14 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 14,” “Parking Space 14” and “Patio/Planting Area 14” respectively. Unit 16 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 16,” “Parking Space 16” and “Patio/Planting Area 16” respectively. Each Unit Owner shall be responsible for maintaining the interior of the Garage Space, and the Parking Space and Patio/Planting Area corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. The immediate common area to which each Unit has access to the south of each Unit is the Patio/Planting Area behind each Unit as shown on the Plans. The immediate common area to which each Unit has access to the north of each Unit is the steps adjacent to the front porch of each Unit. Exhibit B provides additional information concerning each Unit in Phase III including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section. THE DECLARANT, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY RETAINS A PERMANENT, EXCLUSIVE AND FREELY TRANSFERABLE EASEMENT AND RIGHT OF WAY FOR THE EXCLUSIVE USE OF THE GARAGE AND PARKING SPACE IDENTIFIED ON THE PLANS AS “GARAGE SPACE 18 AND PARKING SPACE 18.”

2. Section 17 of the Master Deed is hereby amended, so that as amended said Paragraph 17 shall read in its entirety as follows:

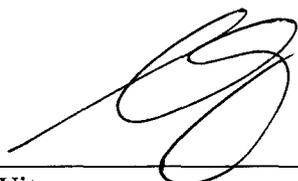
“17. SOLAR PANEL EASEMENTS. The rooftop above Unit 46 shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Plans (the “Solar Panel Array”). The owners of Units 46, 48, 50 and 52 shall each have an easement on the roof over Unit 46 in the areas shown on the Solar Panel Array to install, operate and maintain a solar panel to service each such unit. The rooftop above Unit 4 and the rooftop above Unit 6 shall be also subject to easements for solar panels as set forth in this paragraph and as shown on the Solar Panel Array. The owners of Units 2 and 4 shall each have an easement on the roof over Unit 4, and the owners of Units 6 and 8 shall each have an easement on the roof over Unit 6, in the areas shown on the Solar Panel Array to install,

operate and maintain a solar panel to service each such unit. The rooftop above Units 12, 14 and 16 shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Solar Panel Array. The owners of Units 12, 14, and 16 shall each have an easement on the roof in the areas shown on the Solar Panel Array to install, operate and maintain a solar panel to service each such unit. The installation of any such solar panels shall be subject to the prior written approval of the Association, which may require a satisfactory report of a licensed structural engineer or other professionals to be furnished at the expense of the Unit owner seeking such approval. The maintenance and repair of each solar panel shall be the sole responsibility of the Unit owner who installed each such panel, which Unit owner shall be deemed to be the owner of such solar panel. At the time that any roof under or near a solar panel requires repair or replacement by the Association, the cost of removing and reinstalling each solar panel shall be paid by the Unit owner who owns each such solar panel. The solar panels shall be installed at the sole risk of the owner of each such solar panel, and the owner of each solar panel shall be responsible for any damage or injury caused by said solar panel and associated piping, wiring and all other related equipment and accessories. The Association shall have no responsibility for the repair, replacement, or any damage caused by any solar panel. If there is conclusive evidence that the roof is damaged by the installation, use, maintenance, repair or replacement of a solar panel, the owner of said solar panel shall be responsible for the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel. If damage to a roof is not conclusively demonstrated to have been caused by the installation, use, maintenance, repair or replacement of a solar panel, the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel shall be paid by the Association.”

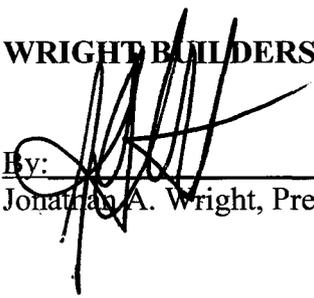
3. Exhibit B attached to said Master Deed is hereby amended by deleting said Exhibit B and replacing it in its entirety with the Exhibit B attached hereto and made a part hereof.
4. Attached hereto as Exhibit C is the revised Master Deed plan required pursuant to MGL Chap. 183A, Sec. 8 depicting the Buildings and common areas that comprise Phase III of the Condominium (Units 12, 14 and 16).

All provisions of said Master Deed not specifically amended by this Amendment are hereby ratified and confirmed.

EXECUTED as a sealed instrument this 27th day of June, 2011.



Witness

WRIGHT BUILDERS, INC.

By: _____
Jonathan A. Wright, President and Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

June 27, 2011

On this 27th day of June, 2011, before me, the undersigned notary public, personally appeared Jonathan A. Wright proved to me through satisfactory evidence of identification, which was personal knowledge, 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 President and Treasurer of WRIGHT BUILDERS, INC.



Notary Public: David C. Bloomberg
My Commission Expires: July 9, 2015

EXHIBIT B

Proportionate Interest* in Each Unit in the Common Areas and Facilities

Unit Number	Phase III	Square Footage**
Building A Phase I (46-52 Olander Drive)		
Unit 46	10%	2,197
Unit 48	8%	1,575
Unit 50	8%	1,575
Unit 52	8%	1,615
Building B Phase II (2-8 Moser Street)		
Unit 2	10%	2,197
Unit 4	8%	1,575
Unit 6	7%	1,575
Unit 8	8%	1,615

Unit Number	Phase III	Square Footage**
Building C Phase III (12-16 Moser Street)		
Unit 12	11%	2,386
Unit 14	11%	2,544
Unit 16	11%	2,498

* The percentages are in approximate relation to the fair value of the unit on the date of the master deed.

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

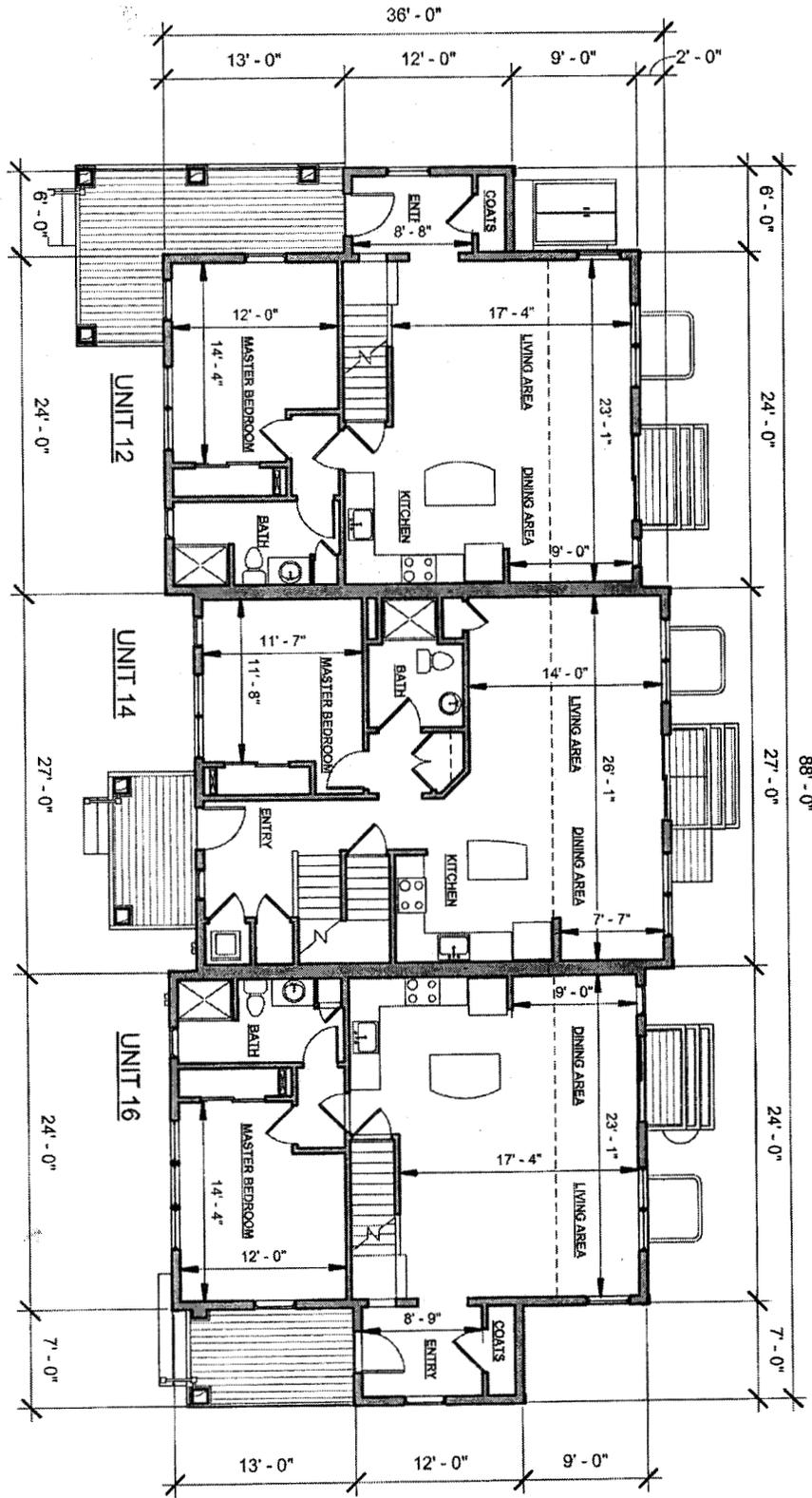
Each Unit has exclusive access to and use of an attached separate Porch and Deck as shown on the attached Floor Plans, which are part of the Unit and which are therefore the responsibility of each Unit owner to maintain and repair.

EXHIBIT C

EXHIBIT C

REVISED CONDOMINIUM MASTER DEED PLAN
SHOWING PHASE III

NET AREA MATRIX			
UNIT	BSMT	1ST	2ND
12	808	890	688
14	918	918	708
16	900	890	708
			TOTAL
			2386
			2544
			2498

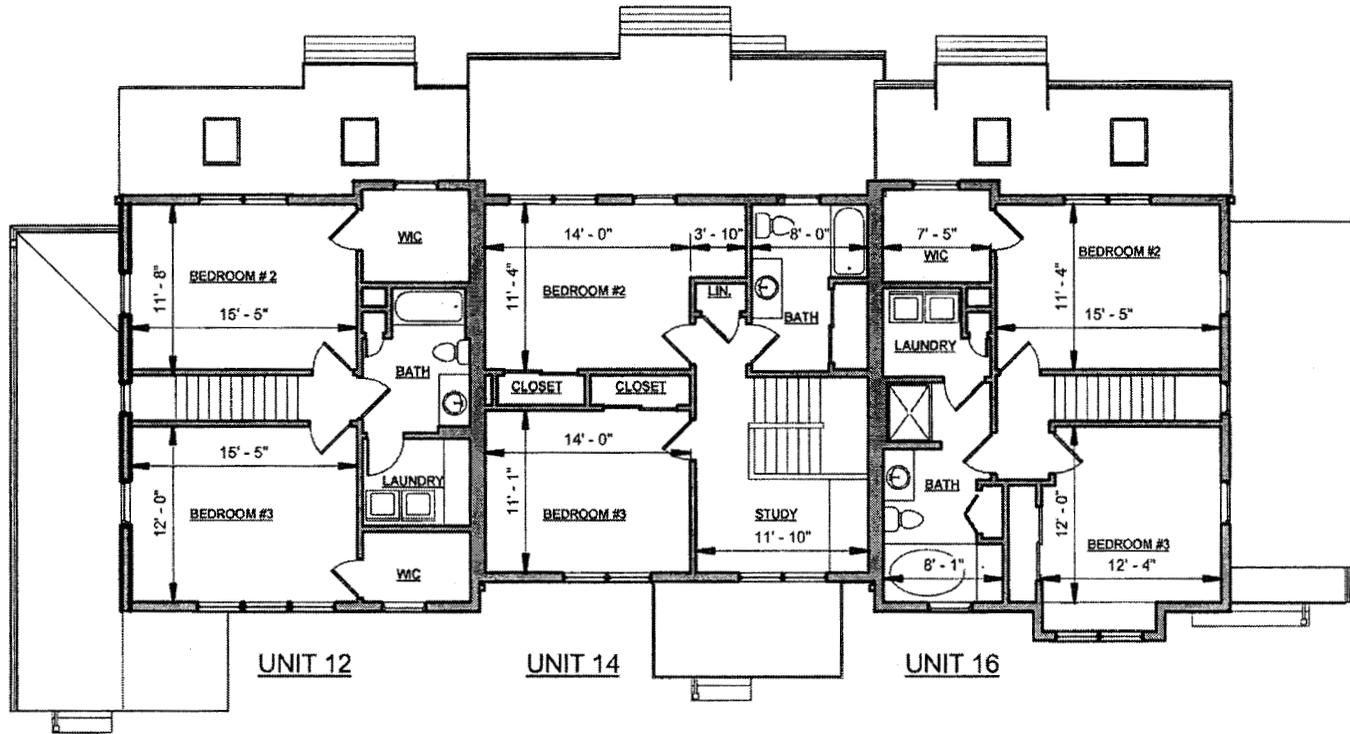


1 PHASE III - FIRST FLOOR
1" = 10'-0"

The undersigned certifies that these plans fully and accurately depict the layout, location number and dimensions of the units as built.



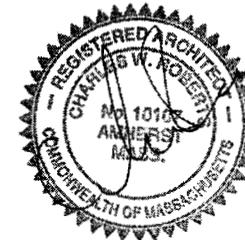
<p>CON DOC 1</p>	<p>FIRST FLOOR AS BUILT</p>		<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>Eastview Condominium Phase III Units Village Hill</p>		



① PHASE III - SECOND FLOOR
1" = 10'-0"

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
12	808	890	688	2386
14	918	918	708	2544
16	900	890	708	2498

The undersigned certifies that these plans fully and accurately depict the layout, location number and demensions of the units as built.



KUHN RIDDLE
ARCHITECTS
28 AMITY ST. SUITE 2B
AMHERST
MASSACHUSETTS 01002
413.259.1630
FAX: 413.259.1621

Date: 6-20-2011
Project No.: 10037
Scale: 1" = 10'-0"
Drawn by: Author

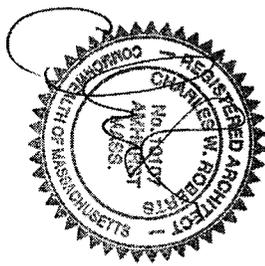
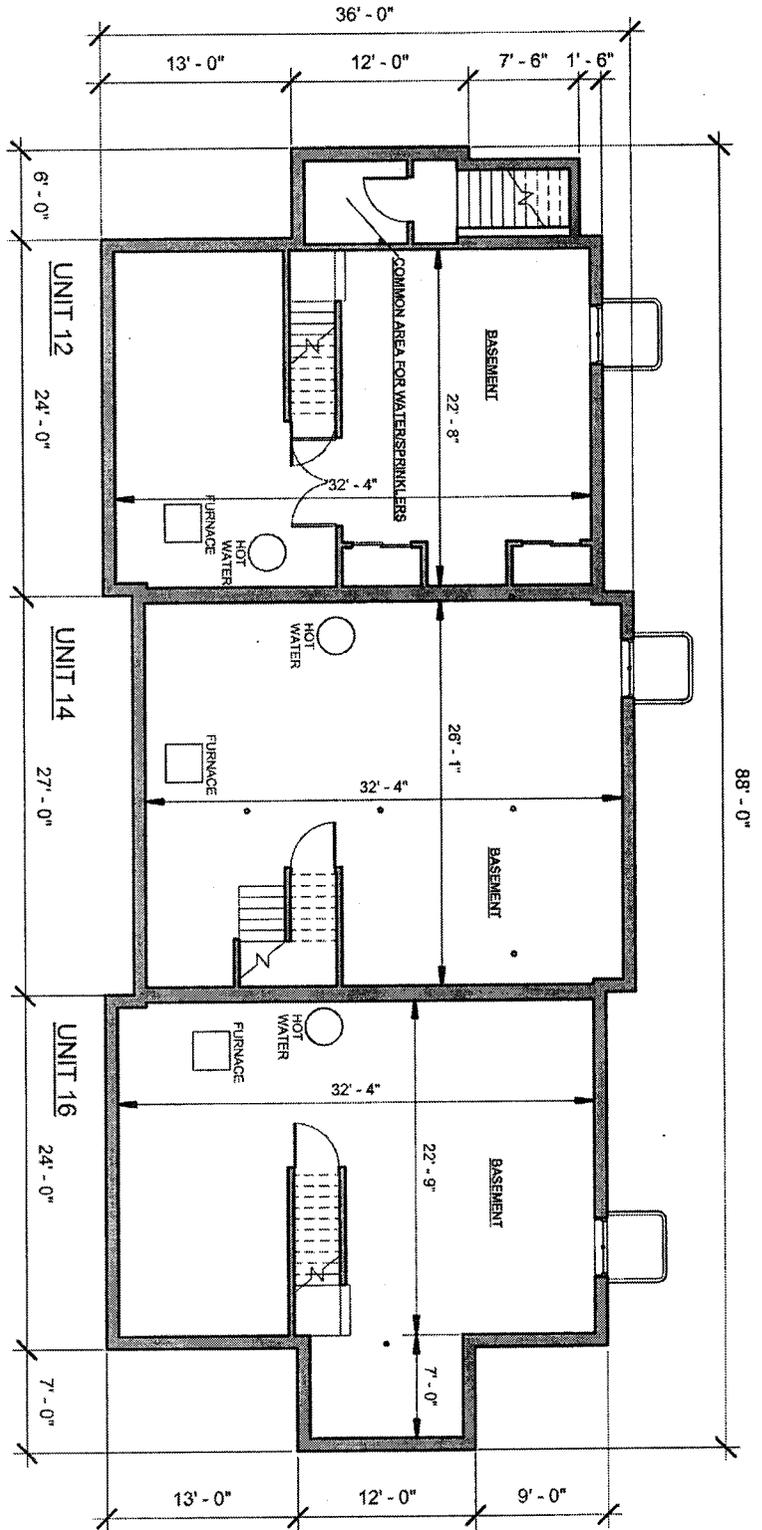
SECOND FLOOR AS BUILT
Eastview Condominium Phase
III Units
Village Hill

CON
DOC 2

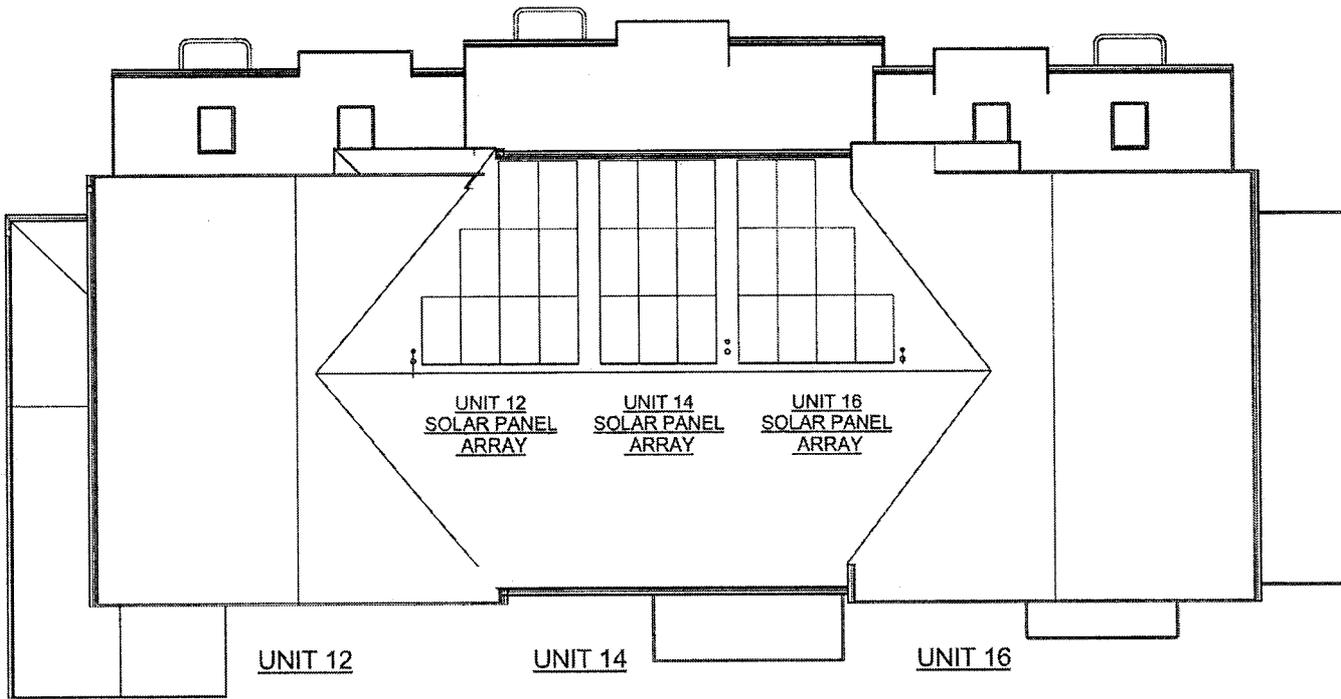
NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
12	808	890	688	2386
14	918	918	708	2544
16	900	890	708	2498

1 PHASE III - BASEMENT
1" = 10'-0"

The undersigned certifies that these plans fully and accurately depict the layout, location number and demensions of the units as built.



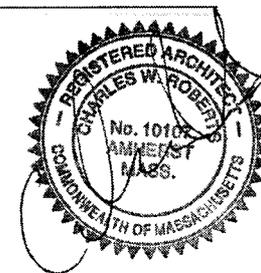
<p>CON DOC 3</p>	<p>BASEMENT AS BUILT</p>		<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>Eastview Condominium Phase III Units Village Hill</p>		



① PHASE III - ROOF
1" = 10'-0"

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
12	808	890	688	2386
14	918	918	708	2544
16	900	890	708	2498

The undersigned certifies that these plans fully and accurately depict the layout, location number and demensions of the units as built.



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ARCHITECTS
28 AMITY ST. SUITE 2B
AMHERST
MASSACHUSETTS 01002
413 259 1630
FAX: 413 259 1621

ROOF PLAN AS BUILT

Date: 6-20-2011
Project No.: 10037
Scale: 1" = 10'-0"
Drawn by: Author

Eastview Condominium Phase
III Units
Village Hill

CON
DOC 4

