

# **CONDOMINIUM MASTER DEED** **RIVERVIEW CONDOMINIUMS**

## **1) Creation of Condominium.**

### **A. Creation of Condominium.**

The undersigned, **CTW ENTERPRISES, INC.**, of 123 Union Street, Suite 200, Easthampton, Massachusetts, (collectively the “Declarant”), being the sole owner of the land with the buildings thereon on with the business address of 123 Union Street, Suite 200, Easthampton, 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, (the “Subject Property”) to the provisions of Massachusetts General Laws, Chapter 183A (“Condominiums”), and does hereby state that he proposes to create, and do hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

### **B. Condominium Phasing**

The declarant shall develop the Condominium s a phased condominium, each Phase of which shall include one or more buildings containing one or more units or one or more common facilities or elements or combinations thereof. Section (8)C hereof sets forth the Declarant’s easements and rights to add additional buildings, units, parking spaces and phases, and the procedure whereby the declarant may amend this Master Deed at any time and from time to time, and all unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or mortgagee, or any trustee of the Condominium Trust, or any person claiming by, though or under any owner (including the holder of any mortgage or encumbrance with respect to any unit) or any other part, shall be necessary so as to add additional buildings, units, parking spaces and phases to the Condominium.

## **(2) Description of Land.**

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, (the “Land”) together with the building and improvements thereon.

## **(3) Description of Building.**

There are nine buildings (the “buildings”) on the Land. The buildings are described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

## **(4) Description of Units, Porches, Decks, Patio, Heating System, and Parking.**

### **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 C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The boundaries of each of the units with respect to the floors, ceilings, and walls thereof are as follows:

- a) Floors: The upper surface of the subflooring;
- b) Ceilings: The lower surface of the finished ceilings;
- c) Walls: As to all units: The plane of the surface of the plaster facing the interior of the unit.
- d) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.
- e) Doors and Windows in interior and exterior walls of units including but not limited to those which open from a unit, are part of the unit.

B. Porches, Decks and Stairs.

- (a) No common areas are established through this Master Deed.
- (b) No structure, whether temporary or permanent may be built on the porches and decks that are Exclusive Use Areas. No change in color or design of any exterior Exclusive Use Area shall be made except with the prior written permission of the Trustees of the Condominium Trust in each instance. The responsibility to maintain, repair, and replace Exclusive Use Areas shall be that of the owner of the Unit to which such Exclusive Use Area is appurtenant. Such unit owners shall maintain the Exclusive Use Areas in a neat, safe, and orderly condition.

C. Heating Systems.

Each unit in the building is served by a electric heat and electric hot water, and piping, wiring and equipment appurtenant thereto are hereinafter called the "HVAC Equipment". The HVAC Equipment, (including the aforementioned hot water heaters, and all piping, wiring and equipment appurtenant thereto) whether located within or without the units, is appurtenant to the unit which it serves, and the entire cost of maintenance, electric, operation, repair, maintenance and replacement of the HVAC Equipment shall be the responsibility of the individual unit owner of the unit served by the HVAC Equipment regardless of the fact whether said Equipment is located inside or outside of the units.

D. Parking.

- (a) There are 91 total parking spaces (the "Parking Spaces"), of which 32 are within garages, 32 are driveway spaces, and 27 parking lot spaces, each unit has 2 designated Parking Space as shown on the Master Plans with the Unit's corresponding unit number.
- (b) The Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose except the parking of vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Outside Parking Spaces shall not be used for storage. No walls shall be built around Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in parking spaces. However, canoes and kayaks on automobile roof racks shall be permitted.

**(5) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein.**

The common areas and facilities of the Condominium consists of the entire subject premises as described in paragraph (2) (“Description of Land”) of this Master Deed and all parts of the building as described in paragraph (3) (“Description of building”) of this Master Deed, other than the units described on Exhibit C hereto and the Exclusive Use Areas and Limited Common Areas defined in Section (4).

Without limiting the foregoing language in this paragraph (5), the common areas and facilities of the Condominium include:

- (1) the land described in paragraph (2) (“Description of Land”) of this Master Deed, subject to the provisions regarding parking set forth in Section (4)D hereof;
- (2) the foundations 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, and exterior walls, any interior bearing walls, the subflooring below the upper surface thereof, roof, building entrances and exits, porches, decks and the patio (subject, however, to the provisions of Section (4)B hereof), and all structural portions of the buildings;
- (3) installations of central services such as power, light, drains, hot and cold water, vents and heating, lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within, or without such unit, are (as set forth in Section (4)C) a part of the unit which it services and is not a part of the common areas and facilities;
- (4) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the buildings outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;
- (5) exterior lighting devices and wires and poles serving the same. No exterior lighting devices, wires or poles shall be altered or replaced without the prior written consent of both unit owners;
- (6) all yards except those yard areas designated as Limited Common Area; and
- (7) 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 C hereto. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

**(6) Master Plans.**

A set of the floor plans of the buildings 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, as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in the Hampshire County Registry of Deeds in Plan Book \_\_\_\_\_, Pages \_\_\_\_\_. Said set of plans, herein sometimes called the “Master Plans” is hereby incorporated herein by this reference and made a part hereof.

**(7) Use of Units.**

- A. The buildings and units are intended only for residential purposes.
- B. No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto.
- C. Leasing Restrictions. No Unit or portion of any unit shall be rented or leased out to any third party unless expressly agreed to in writing by the Trustee.

Absolutely no short-term rentals, including but not limited to AirBnB, and the like, will be allowed.

**(8) Amendment of Master Deed.**

- A. This Master Deed may be amended by (i) a seventy-five (75%) percent vote of the owners of the beneficial interest in the Condominium, and (ii) vote of two-thirds (2/3) of the Trustees of the Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of unit owners, first mortgagees and Trustees set forth in the immediately preceding sentence, is duly recorded in the Hampshire County Registry of Deeds, provided, however, that:
  - (i) 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 the requisite vote of the unit owners and the Trustees, has taken place; and
  - (ii) 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 as expressed in this Master Deed 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
  - (iii) No instrument of amendment which 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
  - (iv) No instrument of amendment which alters the rights of the Declarant, or the rights of unit owners respecting Limited Common Area, or Exclusive Use Areas, shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium; or the owners of Units entitled to Limited Common Area and/or Exclusive Use Areas with respect to any proposed amendment dealing with Limited Common Area or Exclusive Use Areas; and
  - (v) No instrument of amendment which 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.
- B. Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit or Parking Space easement 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, Massachusetts Housing Finance Agency, 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, or for any other reason.

- C. The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more Buildings and Units and may include Parking Spaces and other appurtenances. Notwithstanding anything in this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:
- (a) The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion and in accordance with applicable laws determine to be appropriate or desirable:
    - (i) Additional Building(s) and Units (the site plan recorded with this Master Deed indicates the areas in which the additional buildings will be situated);
    - (ii) Additional roads, driveways, Parking Spaces and parking areas, walks and paths (in the construction of such additional roads driveways, Parking Spaces and parking areas, the Declarant shall use reasonable efforts to minimize unreasonable interference with business being conducted in units);
    - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
    - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
    - (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
  - (b) In the event that there are unsold Units the Declarant shall have the same rights as any other Unit owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:
    - (i) lease, rent and license the use of any unsold Unit, or Parking Space;
    - (ii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
    - (iii) use any Unit owned by the Declarant as an office for the Declarant's use.
  - (c) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements

forming part thereof, (excepting a Unit owned by one other than the Declarant) and the Common Areas and Facilities, such, sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.

- (d) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by this Section (8)C and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section
- (e) This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation. In the exercise of the Declarant's rights under the provisions of this subsection, the Declarant shall use reasonable efforts to minimize unreasonable interference with business being conducted in units.
- (f) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
- (g) Ownership of each Building, together with the Units, Parking Spaces and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.
- (h) Except as hereinafter expressly limited as to time and the maximum number of Units which may be added to the Condominium as part of future phases, the Declarant's reserved rights and easements to construct and add to the Condominium additional Buildings, Units, Parking Spaces, and other appurtenances shall be unlimited.
- (i) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section (8)C:
  - (i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (I) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
  - (II) The Declarant shall record with the Hampshire Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
- (ii) Location of Future Improvements. There are no limitations imposed on the location of future Buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Section (8)C, except that the site plan recorded with this Master Deed indicates the areas in which the additional buildings will be situated).
  - (iii) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium, except that (subject always to the provisions of Sections (m) and (n) of this Master Deed) there will be not more than forty-one (41) units. A phase may consist of any number of Buildings, Units, and Parking Spaces and other appurtenances provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Sub-Phases in numerical order, but may construct Buildings, Units or Phases or Sub-phases and add Buildings, Units and Phases or Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right and easement to add subphases. A subphase shall be a portion of a phase.
  - (iv) Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases.
  - (v) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of future Buildings and the Units which are to be added to the Condominium as part of future phases. Therefore, except as otherwise set forth in this Master Deed the Declarant shall not be limited to any specific type of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, height, layout and design of future Building(s) or the size, height, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Section (d) hereof.
  - (vi) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s).
  - (vii) The Declarant may add future phase(s) and the Building(s) and Unit(s) therein to the Condominium by unilaterally executing and recording with

the Hampshire Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

- (I) An amended Exhibit B describing the Building(s) being added to the Condominium.
  - (II) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Section (d), the definition of the Common Areas and Facilities contained in Section (e) hereof shall be modified, as necessary, with respect to such Unit(s).
  - (III) An amended Exhibit C describing the designations, locations, approximate areas, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Section (d) of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act, and as set forth in paragraph (i) of this Section (8)C.
  - (IV) Floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.
- (j) It is expressly understood and agreed that all Unit owners, and all persons claiming, by through or under Unit owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments made pursuant to this Section (8)C and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant or its successors or assigns and recorded with the Hampshire Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant inter-

est in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase or sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new phase or subphase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of the Act.

- (k) Every owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section (8)C and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section (8)C.
- (l) In the event that notwithstanding the provisions of this Section (8)C to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds a Building, Unit(s), and/or new phase(s) to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner and each Unit owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.
- (m) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect, and so long as such steps are completed within twenty-one (21) years after the date on which this Master Deed is recorded.

- (n) All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.
- (o) The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable, one or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities, over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section (8)C however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.
- (p) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all phases the Declarant and its successors-in-title and their nominees may use one or more Units and for sales offices, marketing functions and models.
- (q) Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Units, Parking Spaces or any other structure or facility whatsoever beyond Phase I.

**(9) Condominium Unit Owners Trust.**

The name of the Trust which has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the RIVERVIEW CONDOMINIUM TRUST under Declaration of Trust of even date to be recorded herewith. The address of the Trust is 123 Union Street, Suite 200, Easthampton, Massachusetts. 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 names and address of the Trustees of said Trust and their term of office are as follows:

**CTW ENTERPRISES, INC**, 123 Union Street, Suite 200, Easthampton, Massachusetts

Term: As set forth in Article 3 of the Declaration of Trust of RIVERVIEW CONDOMINIUM TRUST.

The Trustees have enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

**(10) Name of Condominium.**

The Condominium hereby established shall be known as **“RIVERVIEW CONDOMINIUMS”**.

**(11) 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 buildings, 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 buildings 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 buildings stands.

**(12) 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 owners 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 unit and serving his unit. Each unit shall be subject to an easement in favor of the owners of the other unit to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other unit and located in such unit. Subject to the provisions of Section 5.2 of the Condominium Trust, the Trustees of the Condominium Trust shall have a right of access to each unit, Limited Common Area and Exclusive Use Area 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.

**(13) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust.**

All present and future owners, 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 by-laws, and the 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 are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering 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 by-laws and rules and regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of 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.

**(14) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.**

Reference is hereby made to Article VIII of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

**(15) 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.

**(16) 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 which may occur.

**(17) Captions.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

**(18) 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.

----- SIGNATURE PAGE TO FOLLOW -----

EXECUTED as an instrument under seal at Easthampton, Hampshire Massachusetts this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

**CTW ENTERPRISES, INC.**

\_\_\_\_\_  
**By: VOLKAN POLATOL, Preseident**

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPSHIRE \_\_\_\_\_, 2026

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned notary public, personally appeared **VOLKAN POLATOL**, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President for **CTW ENTERPRISES, INC**, and that it is the free act and deed of said **CTW ENTERPRISES, INC**.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

RIVERVIEW CONDOMINIUMS  
35 Pleasant Street  
Easthampton, Massachusetts

**EXHIBIT A**

Incorporated by reference into and made a part of the Master Deed of the Riverview Condominiums 35 Pleasant Street, Easthampton,, Hampshire County, Massachusetts.

DESCRIPTION OF LAND

EXHIBIT "A"

35 Pleasant Street:

PARCEL ONE: Beginning at a point on the Northwesterly boundary of land of Alphonse Caouette and Melina Caouette running EAST for a distance of sixty-five and three-tenths (65.3)feet to land of Adolph Coopee (now or formerly); thence turning and running along land of said Coopee (now or formerly) thirty-four and three-tenths (34.3) feet in a Southerly direction; thence turning and running WEST sixty-six and two-tenths (66.2) feet to land now or formerly of Notre Dame du Bon Conseil Corporation; thence turning and running NORTH thirty-two and five-tenths (32.5) feet to the point of beginning, containing about twenty-two hundred (2200) square feet of land , said parcel being located on the Northerly side of Pleasant Street. For grantor's title, see Hampshire County Registry of Deeds, Book 874, Page 289.

PARCEL TWO: (A) Situated on the Northerly side of Pleasant Street, and adjoining Parcel (B) hereinafter described, bounded and described as follows: SOUTHERLY by Pleasant Street, EASTERLY by lands now or formerly of C.J. Nichols, J. Thayer, Hathaway, Kimball, Freeman and Ludden: NORTHERLY by the Magna River; and WESTERLY by the tract hereinafter described, containing six (6) acres, more or less.

(B) Beginning at an iron pin on the Northerly side of Pleasant Street, and on land of Julia M. Culver, now or formerly, and running N.82° 30' E. along said street, two hundred sixty-two and six-tenths (262.6) feet to a point on the first described tract (Two A above); thence turning and running the following distances and directions along said first described tract; N. 50' W. two hundred sixty-two and five-tenths (262.5) feet; N. 2° W. thirty-five and three-tenths (35.3) feet; N. 4° W. two hundred twenty (220) feet, Manhan River; thence turning and running NORTHWESTERLY along said river a distance of about one hundred and seventy (170) feet to a point in the center of a ravine, and on land now or formerly of Louise Shephard; thence turning and running in a general SOUTHERLTY direction, along the center of said ravine and land of said Shephard, First Congregational Church and Camilla Avery (now or formerly), a distance of about three hundred and fifty-eight (358) feet to a point on land now or formerly of said Culver; thence turning and running S. 86° 27' E. along land of said Culver now or formerly, a distance of about eighty-three and six-tenths (83.6) feet to an iron pin near an Oak tree; thence turning and running S. 1° 13' E along land now or formerly of said Culver two hundred twenty-seven and ninety-two one-hundredths (227.92) feet to the point of beginning, containing about two and twenty-five one-hundredths acres, according to plan by W.C. Tanatt, Jr., dated December, 1915. For Grantor's title, see Hampshire Registry, Book 760, Page 250. Excepting land taken by Order of Taking, recorded in said Registry Book 882, Page 491.

39-42 Pleasant Street:

The land with the buildings thereon, situated on the Northerly side of Pleasant Street in said Easthampton, bounded and described as follows, viz:

BEGINNING at a point on the Northerly boundary of Pleasant Street on the line between lands of Notre Dame Du Bon Conseil Corporation of Easthampton and lands herein conveyed; thence running along said lands N. 1° 30' E. 116.5 feet to a point; thence turning and running S. 86° 30' E. 66.2 feet to a point on line between lands of Adolph Coopee, now or formerly, and lands herein conveyed; thence turning and running along land now or formerly of said Coopee S. 1° 0' W. 113.5 feet to a point on the Northerly boundary of Pleasant Street; thence turning and running along the Northerly boundary of Pleasant Street N. 88° 30' W. 67.1 feet to the point of beginning, containing 7660 square feet of land, being in accordance with a plan by M.J. O'Neill, C.E., dated September 23, 1922, which plan is recorded with Hampshire County Registry of Deeds.

SUBJECT to a restriction running with the land providing that in no event shall the premises ever be put to any use that is inconsistent with the teachings of the Roman Catholic Church as determined in the sole discretion of the Roman Catholic Bishop of Springfield.

EXCEPTING therefrom Parcel Two conveyed to Richard F. Frennier by deed dated November 13, 2008 and recorded in the Hampshire County Registry of Deeds in Book 9646, Page 163 and Parcel A on "Plan of Land 15 & 17 Pleasant Street Easthampton, MA Hampshire Registry prepared for Daniel Hayes conveyed to ESP, LLP by deed dated December 13, 2019 and recorded in the Hampshire County Registry of Deeds in book 13489, Page 170.

Being the premises conveyed to the Grantor by deed dated February 25, 2025 and recorded in the Hampshire County Registry of Deeds in Book 15360, Page 352, and by Corrective Deed dated March 24, 2025 and recorded in the Hampshire County Registry of Deeds in Book 15390, Page 309.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium.

RIVERVIEW CONDOMINIUMS  
35 Pleasant Street  
Easthampton, Massachusetts

**EXHIBIT B**

Incorporated by reference into and made a part of the Master Deed of the Riverview Condominiums  
35 Pleasant Street, Easthampton,, Hampshire County, Massachusetts.

DESCRIPTION OF BUILDINGS

There are nine buildings (the “building”) on the Land which is described on Exhibit A to this Master Deed. The Buildings are described as follows:

**RESERVED FOR BUILDING DESIGNS ON THE MASTER PLAN**

RIVERVIEW CONDOMINIUMS  
35 Pleasant Street  
Easthampton, Massachusetts

**EXHIBIT C**

Incorporated by reference into and made a part of the Master Deed of the Riverview Condominiums  
35 Pleasant Street, Easthampton, Hampshire County, Massachusetts.

DESCRIPTION OF UNITS

The unit designation of each unit, and statement of its location, approximate area, number and designation 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 in this Exhibit C:

Key: B=Bathroom; BR=Bedroom; LDR=Living/Dining Room; K=Kitchen; D=Den;

**RESERVED FOR UNIT DESCRIPTIONS**