

AFFECTED PREMISES:
4 CENTER COURT
NORTHAMPTON, MA

**FIRST AMENDMENT
TO THE DECLARATION OF TRUST
FOUR CENTER COURT CONDOMINIUMS TRUST**

KNOW ALL MEN BY THESE PRESENTS that that the Declaration of Trust of FOUR CENTER COURT CONDOMINIUMS TRUST, duly executed and recorded in the Hampshire County Registry of Deeds, Book 10817, Page 236, on February 17, 2012, dated as of February 17, 2012 is hereby amended pursuant to Article VII Amendments and Termination, Section 7.1, in said Declaration of Trust.

The Amendments are as follows:

1. **Article III, Section 3.1: The Trustees is hereby amended to read in its entirety as follows:**

"Number of Trustees: Vacancies. There shall be a Board of Trustees hereunder consisting initially of Roger Salloom, solely, to serve for a term that shall expire at the first meeting of Unit Owners. Said first meeting shall occur within twenty (20) days of the recording of the deed out of the third unit to be conveyed to new owners by the Declarant, or in the month of July 2016, whichever first occurs. Thereafter, the Board shall consist of two (2) Trustees serving terms of two years. In the event of a vacancy, the remaining Trustee shall appoint a successor to serve until the next annual meeting or, if no such appointment is made, the owners may call a special meeting to accomplish the election. Each election or appointment shall become effective upon its occurrence and the Board shall thereafter file a document with the Hampshire County Registry of Deeds memorializing the date of election or appointment. Notwithstanding the foregoing, the remaining or surviving Trustee shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees, even if their terms have expired, and third parties may rely on the Trustees as reflected in the said Registry. Any person elected or appointed as a successor Trustee shall be vested with the title of the trust property jointly with the remaining or surviving Trustee, without the necessity of any act of transfer or conveyance."

2. **Article III, Section 3.8: Indemnity is hereby amended to insert following the first occurrence of the words "Unit Owners" the following words:**

"..., up to the value of the Unit owned by them, ..."

3. **Article V: BY LAWS is hereby re-titled "POWERS AND DUTIES OF TRUSTEES" and the un-numbered sentence following the title is hereby stricken.**

the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed. The purpose of such Rules and Regulations and Restrictions is to prevent unreasonable interference with the use of the Units and the Common Elements

12. Article X, Section 10.4 is hereby established as the following:

RULES AND REGULATIONS:
COMMON ELEMENTS

This Schedule A is incorporated into and made Article X, Section 10.4 of the By-Laws.

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.
3. Nothing shall be done or kept in the Common Elements that will increase the rate of insurance of the Condominiums, or contents thereof, applicable for residential and commercial use without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the Condominiums, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements or upon utilities or other matters paid from the common funds.
4. The Condominiums shall be a pet friendly property. The Unit Owners are authorized to keep and maintain any standard domestic animal as a pet. The Trustees, by a majority vote of the Trustees from the Units not proposing the animal in question, shall be the sole determiners of whether an animal is a standard domestic pet. Owners bear the responsibility of keeping their pets in suitable order. This means that the pet may not be dangerous and the Units of other Owners must not be burdened by odors, damage in the common/easement areas, or annoying noise. In all cases the standard will be that which will offend a reasonable person without any particular sensitivity. The Trustees, by a majority vote of the Trustees from the Units not keeping the animal in question, may make orders reasonably calculated to resolve a

problem. The Trustees may order a pet removed from the premises on a notice of 30 days. Failure to obey the directives of the Trustees may result in a fine of up to \$10 per day (or up to the per diem real estate tax levied by the City of Northampton on the Unit housing the animal in question, whichever is greater). The Trustees may also seek the order of a court of competent jurisdiction, in which case the Owner of the Unit housing the animal in question shall be responsible for the legal expenses, including attorneys fees, of the Trustees, if the court, exercising its equitable discretion, so orders. The Trustees may, from time to time, make more specific rules regarding pets. In the event that the Insurance Company selected by the Trustees makes an added charge because of the presence of a particular animal, the Unit Owner of the Unit housing such animal shall be responsible for the additional charge. In all cases, the Trustees shall not make any order or rule, except in the course of a meeting, noticed at least two weeks in advance, at which the complained of Unit Owner is given an opportunity to speak and present information.

5. Unit Owners will not be allowed to put their names on any Building or Common Element except near the entry doors to each unit
6. No offensive activity shall be carried on 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 Unit Owners or occupants.
7. This is a "No Smoking" condominiums. All tobacco smoking in any area by an occupant of the condominium, from which the smoke may pass to the area of another unit, is forbidden. The offending Unit owner will pay the to the owners of any Unit receiving such smoke the sum of \$10 per incident or per day if the number of incidents is not ascertainable (or up to the per diem real estate tax levied by the City of Northampton on the Unit housing the smoker in question, whichever is greater). The Trustees or the offended unit owners may seek the order of a court of competent jurisdiction including the small claims session of the District Court to award such penalty, in which case the Owner of the Unit housing the smoker in question shall be responsible for the legal expenses, including attorneys fees, of the Trustees/complaining owner, if the court, exercising its equitable discretion, so orders. The Trustees may, from time to time, make more specific rules regarding smoking.

8. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials.
9. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any residential part of the Condominiums or in any Unit therein, unless specifically approved by the Trustees for a specified period of time.
10. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.
11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees, except as otherwise permitted as of right in the Condominiums Documents.
12. The Board of Trustees shall maintain the Common Elements and all areas outside the boundaries of the Units that are granted exclusively to a Unit Owner.
13. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Non-common garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.
14. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee or member of the Board of Trustees, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
15. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and

neither the Trustees, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.

16. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees, and tenants.
17. The Trustees will arrange for refuse collection facilities, the cost being treated as a Common Charge. However, no Unit will deposit in refuse collection facility any matter which requires a special charge to dispose of or which is not allowed to be disposed of in the Northampton dump. The Trustees may establish reasonable rules for the use of the refuse collection facility, which may include regulation of volume use to maintain proportionality between the units, and may provide for reasonable charges for the violation thereof.
18. Parking. There are parking spaces. See the Master Deed, Article 8. The Parking Rules are:
 - a. The parking spaces may be used only for parking of vehicles which fit within the area allotted to the Unit and which are duly registered with the appropriate Registry of Motor Vehicles. No boats, trailers and the like may be parked in any parking spaces except with the written consent of the Trustees.
 - b. The vehicle of the occupants of a Unit shall be parked within the parking space designated on the ground for said Unit. The allocations are as follows:

<u>Unit</u>	<u>Spaces</u>	
4A	2	
4C	1	
4D	1	
4B	1	plus when owner occupied, 4B shall have an exclusive easement area directly behind said parking space provided the use of the easement does not obstruct anyone else's parking rights.

- c. In instances where vehicles using the parking areas and parking spaces do not comply with the foregoing provisions, the Owner

thereof and the Trustees are authorized to allow the towing of the non-complying vehicles at the vehicle owners' expense. The Trustees may erect appropriate signs.

d. The Trustees are also authorized to make additional rules for parking.

19. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Board of Trustees, provided reasonable transition periods are allowed in case of revoked permission.

20. These Rules and Regulations may be amended from time to time as provided in the Trust, except to the extent that the Master Deed, particularly Section 12 thereof, governs them.

13. **Article X**, Section 10.5 is hereby established as the following:

SCHEDULE B

CONDOMINIUMS TRUST **RESTRICTIONS ON THE USE OF THE UNITS**

This Schedule B is incorporated into and made Article X, Section 10.5 of the By-Laws.

1. No Residential Unit of the Condominiums shall be used for any purpose forbidden by the Northampton Zoning Ordinance as a whole for dwellings in the same zone as the condominiums.
2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and exclusive easement area in accordance with the provisions of the Trust.
3. Nothing shall be done in any Unit or in any exclusive easement which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written notice to of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any building and which is not otherwise prohibited by the Master Deed shall be undertaken by an Unit Owner only after written notice to the Board of Trustees

specifying the nature and scope of the work in detail; emergencies excepted.

4. Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors and windows thereof any dirt or other substance.
5. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
6. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit at any reasonable hour of the day after 24-hour notification and at a time that will not unreasonably interfere with the use of the Unit (except in case of emergency) for the purpose of inspecting such Unit for compliance with the terms of the Master Deed and this Trust and for the purpose of performing work..
7. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in a Unit or exclusive easement area any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary, or such items as are the normal materials used in the commercial activity conducted in a commercial Unit or as are the normal materials used in residential use.
8. At its election, the Board of Trustees, or its designated agent, may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees, which consent shall not be unreasonably withheld. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit. In the event the Board of Trustees or its agents enter a Unit, notice of the reason for entering the Unit shall be given to the Unit Owner, immediately if the Unit Owner

is present or if the Unit Owner is absent then as soon thereafter as is practical.

9. The use of the Units by Unit Owners, or any occupant or any member of the owner's family, or the owner's agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
10. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
11. No Unit Owner may install and use a wood stove or burn wood or other combustible in any fireplace in the dwelling building of the Condominiums.

14. Article XI, is hereby established as the following:

ARTICLE XI. TENANTS

Any Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

A. Any lease, or occupancy agreement shall be in writing and shall (1) be for a term of not less than one month; and (2) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominiums, the By-Laws of the Condominiums Association, and the Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and (3) for residential Units contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

**"THE BUILDING IN WHICH THE APARTMENT UNIT BEING
LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS
LOCATED IN A CONDOMINIUMS BUILDING, NOT A RENTAL**

APARTMENT HOUSE OR COMMERCIAL BLOCK.

IN A CONDOMINIUMS BUILDING, NOT A RENTAL APARTMENT HOUSE, EACH APARTMENT IS OWNED BY INDIVIDUAL OWNERS. THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE TENANTS OF DIFFERENT OWNERS OR THOSE OWNERS THEMSELVES. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUMS, THE BY-LAWS OF THE CONDOMINIUMS ASSOCIATION AND THE RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME.

and (4) contain a true, accurate and complete copy of this Article XI, attached to the lease in addition to the foregoing notice; and (5) be expressly subject to all of the provisions of this Article.

(1) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this Article XI, and shall, at his own expense, and upon his own initiative, furnish copies of the Condominiums documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Article.

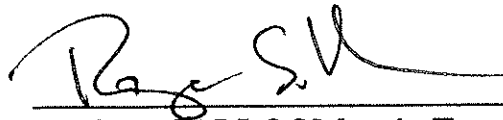
(2) A true, accurate and complete copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(3) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (other than the Owner of the affected Unit) shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(4) All of the provisions of this Article XI shall be deemed to be automatically incorporated in every lease and occupancy agreement.

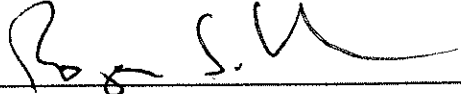
(5) Notwithstanding anything to the contrary in this Article, it is expressly understood and agreed that the provisions of this Article shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

EXECUTED as a sealed instrument on the dates indicated below, by the Trustees and the Owners of at all the beneficial interest



ROGER SALLOOM, sole Trustee

SPECIFIC VISION, LLC

By: 

Roger Salloom, individual authorized to execute recorded documents

Specific Vision, LLC is the sole owner of the Condominiums.

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

On the 3 day of ~~June~~^{July} 2013, before me, the undersigned notary public, personally appeared Roger Salloom, proved to me through satisfactory evidence of identification, which were MY PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, as Trustee for FOUR CENTER COURT CONDOMINIUMS, and individually as the person authorized to execute deeds for SPECIFIC VISION, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

My commission expires:

7/20/18

