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Bk: 10817Pg: 229 Page: 1 of 7

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MASTER DEED OF THE
FOUR CENTER COURT CONDOMINIUMS

SPECIFIC VISION, LLC, a Massachusetts limited liability company with its principal office located at 83 Pomeroy Terrace, Northampton, Hampshire County, Massachusetts, the owner of real property in Northampton, Hampshire County, Massachusetts (the "Premises" described below), by duly executing and recording this Master Deed, proposes to create a condominium to be governed by the provisions of Massachusetts General Laws Chapter 183A as amended ("Chapter 183A") and does hereby create a condominium with respect to the Premises and declares that the Premises shall henceforth be governed by and subject to the provisions of Chapter 183A; and to that end the Grantor declares and provides the following:

1. Name: The name of the condominium shall be Four Center Court Condominiums (the "Condominium"). It is located at 2-4 Center Court, Northampton, Massachusetts.

2. Description of Land: The Premises consist of the land situated in Northampton, Massachusetts, shown on a site plan (the "Site Plan") which is part of the Plans (defined below) and described in Exhibit A (the "Land") together with one building (the "Building"), parking area and other improvements thereon.

3. Description of the Building: There is one Building. The Building is two stories with a full basement and contains four (4) units (the "Units") more fully described below. The Building was constructed of wood with wooden porches, interior wood stud-framed partitions and drywall. The Building and the Units are more fully depicted in a Site Plan and a set of floor plans showing the layout, location, unit numbers and dimensions of the Units recorded in the Hampshire County Registry of Deeds in Plan Book 226 Page 74 (the "Plans").

4. Description of Units:

a. Unit 4A consists of 5 rooms with an area of approximately 1100 square feet on the first floor. Unit 4A has limited access to the basement in the Common Areas and Facilities (defined below) of the Condominium and owns an undivided 38 percent interest in said Common Areas and Facilities.

b. Unit 4B consists of 4 rooms with an area of approximately 770 square feet on the second floor. Unit 4B has limited access to the basement in the Common Areas and Facilities (defined below) of the Condominium and owns an undivided 25 percent interest said Common Areas and Facilities.

c. Unit 4C consists of 3 rooms with an area of approximately 510 square feet on the first floor. Unit 4C has limited access to the basement in the Common Areas and Facilities (defined below) of the Condominium and owns an undivided 22 percent interest in said Common Areas and Facilities.

d. Unit 4D consists of 3 rooms with an area of approximately 270 square feet on the second floor. Unit 4D has limited access to the basement in the Common Areas and 15 percent interest said Common Areas and Facilities

e. All units have exclusive use areas in the Basement, as shown on the Plans.

f. Unit 4A has exclusive use of the front Open Porch adjacent to its unit, as shown on the Plans.

g. Units 4B and 4C have exclusive use of the rear stairs going up to their units, and the 2nd Floor front and rear Decks adjacent to their units, as shown on the Plans.

h. Unit 4D has exclusive use of the Deckramp going up to its unit, as shown on the Plans.

i. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the upper surface of the wood floors,

(ii) Ceilings: The plane of the interior surface of the ceiling;

(iii) Interior Walls: The plane of the interior surface of the wall studs;

(iv) Doors and Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and the exterior surface of the window frames.

k. The Common Areas and Facilities percentages set forth above have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on that date. Each Unit includes the ownership of all utility lines (defined in paragraph 11 below) which exclusively serve that Unit and are located within that Unit. In addition, the owner of each Unit shall have the right as appurtenant to that Unit, in common with the owners of all other Units served thereby, to use all utility lines and other common facilities located in any of the other Units and serving such owner's Unit. Nothing in this section, except as set forth in the following paragraph, shall be construed to limit the right of any owner of a Unit to use the Common areas and Facilities in accord with their intended use.

l. Parking: There are parking spaces situated to the south and west of the Building, as shown on the plans. Unit 4A shall have exclusive right to use the parking spaces marked "4A". Unit 4B shall have exclusive right to use the parking spaces marked "4B". Unit 4C shall have exclusive right to use the parking space marked "4C". Unit 4D shall have exclusive right to use the parking space marked "4D". All maintenance and repairs to the Parking Area, including but not limited to cleaning, snow and ice removal, re-paving, and repairs shall be a portion of the Common Area expenses. The provisions of this subsection shall not be modified or amended without the prior written consent of all the owners of the Units.

5. Description of the Common Areas and Facilities: The Common Areas and Facilities of the Condominium consist of the entire Premises other than the Units, including without limitation:

a. The land together with the benefit of and subject to the matters set forth or referred to in paragraph 2 hereof, insofar as the same are from time to time in force and applicable.

b. The foundations, structural columns, girders, beams, supports, and those portions of exterior and interior walls, floors, ceilings, and roofs not included as part of any of the Units.

c. All utility lines and installations for central services such as power, light, telephone, water, heating and waste disposal, including all equipment attendant thereto situated outside or inside the Units except those lines and installations which exclusively serve an individual Unit and are located within that Unit.

d. The basement, yards, lawns, planting areas, garden area, walkways, and the improvements thereon and thereof and including walls, fences, steps and railings and other improved or unimproved areas not within the Units.

e. All other parts of the Premises as shown on the said Site Plan and Floor Plans not defined as part of the Units and not included within the items listed above, and all apparatus and installations (including any replacement thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building and the Condominium.

f. The Common Areas and Facilities shall be subject to the provisions of the Master Deed, the Condominium Trust, the By-Laws, and the rules and regulations promulgated pursuant thereto with respect to the use and management thereof.

6. Floor Plans. The floor plans of the Building and the Site Plan, together showing the layout, location, unit numbers and dimensions of Units as built, stating the address of the Building, and bearing the verified statement of a registered architect or registered land surveyor, certifying that the plans fully and accurately depict the same, are recorded herewith and entitled Four Center Court Condominiums.

7. Purpose: The Units 4A, 4B and 4C may be used for any and all such residential uses as are permitted by the Statutes of Massachusetts and the Ordinances of the City of Northampton. Unit 4D may be used for business purposes as are permitted by Statutes of Massachusetts and Ordinances of the City of Northampton.

8. Restriction on Use. The units, the Building and the common areas and facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust, the By-Laws, the Rules and Regulations promulgated thereto, and Chapter 183A aforesaid.

9. Encroachments. If any portion of the Common Areas and Facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the Common Areas and Facilities as a result of:

- a. settling of the Building;
- b. alteration or repair to the common areas and facilities made by or with the consent of the Condominium Trustees, or
- c. repair or restoration of the Building or any Unit after damage by fire or other casualty, or
- d. condemnation or eminent domain proceedings,

A valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stand.

10. Units Subject to Master Deed, Unit Deed, Condominium Trust. All present and future owners, their employees, tenants and visitors shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the land as set forth in Section 2 above. The acceptance of a deed or conveyance or the entering into possession of any Unit shall constitute an agreement that:

- a. the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws, and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Land are accepted and ratified by such owner, tenant, visitor, employee or occupant;
- b. 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, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lessee thereof; and
- c. a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws, or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the

owner of a Unit.

11. Utility Lines. Reference herein to utility lines shall include without limitation, pipes, wires, flues, ducts, cables, conduits as well as appurtenances to any of the same.

12. Amendments. This Master Deed may be amended by an instrument in writing:

a. signed by the owners of Units at the time entitled to seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities and mortgagees of all Units effected thereby,

b. signed by a majority of the Condominium Trustees then in office,
and

c. duly recorded with the Hampshire County Registry of Deeds;
PROVIDED HOWEVER, that

(i) The date on which any such instrument of amendment is first signed by an owner or a Unit shall be indicated thereon as of the date thereof, and no such interest shall be of any force or effect unless so recorded within six (6) months after such date;

(ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the owner of the Unit so altered;

(iii) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless signed by the owners of all the Units;

(iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, or of any zoning ordinance or by-law, except as such may be made permissible by variance or special permit, shall be of any force or effect.

13. Condominium Trust: The Condominium will be managed and regulated by the Four Center Court Condominium Trust, an unincorporated trust with initial offices at 83 Pomeroy Terrace, Northampton, Massachusetts, being established pursuant to a Declaration of Trust of even date herewith, which is being recorded immediately following this Master Deed (the "Condominium Trust"), and enacted per M.G.L. c. 183A. The following individual will serve as trustee of the Condominium Trust:

Roger Salloom.

The undersigned and the Trustee have enacted By-Laws (the "By-Laws"), set forth in the Condominium Trust, in which the Unit owners shall have an interest in proportion to the percentage of undivided interest in the Condominium Common Areas and Facilities to which they are entitled hereunder.

14. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

15. 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.

16. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws, including the statutory provisions protecting the rights of listed first mortgagees. If any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

17. This Master Deed is set forth to comply with the requirements of the Federal Home Loan Mortgage Corporation; and the Federal National Mortgage Association. The provisions of this Master Deed shall be construed and interpreted in accordance with that intention.

IN WITNESS WHEREOF, the said SPECIFIC VISION, LLC has caused these presents to be executed as a sealed instrument, this 17th day of February, 2012.

SPECIFIC VISION, LLC.

By: Roger Salloom
Roger Salloom, ITS MANAGER

STATE OF MASSACHUSETTS

Hampshire, ss.

On this the 17 day of February 2012, before me, the undersigned notary public, personally appeared ROGER SALLOOM, as Manager of SPECIFIC VISION, LLC 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.



[Signature]
Notary Public Roger Lipton
My commission expires: 7/20/2018

Exhibit "A"

That certain tract or parcel of land situate on Center Street Avenue otherwise know as Center Court, in said Northampton, bounded and described as follows, to wit:

Beginning at the Westerly corner of lot to be conveyed at an iron pin in fence on the Easterly side of land now or formerly of Estate of C.E. Shipman; thence North thirty-two degreed (32°) twenty-five minutes (25') East sixty-two and one tenth ($62 \frac{1}{10}$) feet to an iron pin in fence line between properties now or formerly of Mrs. Parker Whitcomb and John L. Draper; thence turning an interior angle of eighty-four degrees (84°) fifty-eight minutes (58') and running seventy-six and seventh tenths ($76 \frac{7}{10}$) feet along said Whitcomb line to an iron pin; thence turning an interior angle of ninety-five degrees (95°) two minutes (2') and running a distance of fifty-four and twenty-five one hundredths ($54 \frac{25}{100}$) feet to an iron pin to line of land now or formerly of George W. Cable; thence turning an interior angle of ninety-six degrees (96°) forty-four minutes (44') and running sixty-two and six tenths ($62 \frac{6}{10}$) feet to an iron in line of land now or formerly of C.E. Shipman; thence following curve in fence line Northwesterly fifteen and six tenths ($15 \frac{6}{10}$) feet to the place of beginning. Together with a right of way through said Center Street Avenue, otherwise known as Center court, to Center Street and reserving such rights of way as are reserved in the deed of John L. Draper to Ellen M. Day, dated April 27, 1896 and recorded in the Hampshire Registry of Deeds in Book 486, at page 165, to which deed reference is had for more particular description.

For title seed deed recorded in the Hampshire County Registry of Deeds in Book 4244, Page 231. This Deed creates no new boundaries. *SEE ALSO BK 10679 PG 202 + BK 10817, PG 226.*

ATTEST: HAMPSHIRE, *Patricia A. Plaza*, REGISTER
PATRICIA A. PLAZA