

MASTER DEED  
OF  
THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM

We,                   President: Jonathan C. Roche of 42 Laurel Park  
                          Treasurer: Cornelia S. Joy of 37 Laurel Park

the Trustees of THE HOMEOWNERS REALTY TRUST, under Declaration of Trust dated December 13, 1985 and recorded with Hampshire County Registry or Deed: ("Grantor"). being the sole Owner of the land, located at Laurel Park, Massachusetts, and being more particularly described in Paragraph (3) below, do hereby, duly executing and recording this Master Deed, submit said land. and all easements, rights, and appurtenances belonging thereto to the provisions of chapter 183A of the General Laws of the Commonwealth of Massachusetts and do hereby state that the Grantors propose to create, and do hereby create, with respect thereto a Condominium to be governed by and subject to the provisions of chapter 183A and to that end, the Grantors declare and provide the following: -

(1) Name. The name of the Condominium shall be THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM.

(2) Definitions. As used in this Master Deed, the following terms shall have the following meanings unless the context thereof otherwise requires.

    "Building" shall have the meaning set forth on Paragraph (4) hereof.

    "Chapter 183A" shall refer to Chapter 183A or the General Laws of Massachusetts as from time to time amended.

    "Common Elements" Shall mean the common areas and facilities of the Condominium as so described and designated in paragraph (r) hereof.

    "Condominium" shall mean THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM submitted to the provisions of chapter 183A by this Master Deed. "Condominium Trust" shall mean the Declaration of Trust of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST executed this day and to be recorded with the Registry of Deeds herewith

and referred to in Paragraph (11) hereof the names and addresses or the original and present Trustees of which Trust are as follows:

President: Jonathan C.Roche of 43 Laurel Park  
Clerk: Joana Estey of 1 Laurel Park  
Treasurer: Cornelia S. Joy of 37 Laurel Park  
Norbert Goldfield of 72 Laurel Park  
Glenn Wagner of 45 Laurel Park  
Michael Florio, Jr. of 51 Laurel Park  
Barbara Hyman of 100 Laurel Park  
Ruth LaRose of 102 Laurel Park  
Elizabeth Pierson of 35 Laurel Park

"Grantor" shall mean Trustees of run HOMEOWNERS REALTY TRUST, under Declaration of Trust dated December 13, 1985, and recorded with the Hampshire County Registry of Deeds.

"Improvements" shall mean and include the buildings and other improvements now or hereafter located on the Land.

"Land" shall have the meaning set forth in Paragraph (3) hereof.

"Premises" shall mean the Land and the Improvements.

Registry of Deeds" shall mean the Hampshire county Registry of Deeds.

'Trustees' shall have the meaning set forth in Paragraph (11) hereof.

"Units' shall mean the residential dwelling Units comprising the Condominium Units of the condominium.

'Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein which are defined in the Condominium trust and which are not specifically defined herein shall have the meaning given to them in the condominium Trust.

(3) Description of Land. The Land includes a certain parcel of land located at Laurel Park in Northampton, Massachusetts and being more particularly bounded and described on Exhibit A annexed hereto and incorporated herein and being designated as Parcel A on a plan of land in Northampton, Massachusetts, surveyed for The Laurel Park Association by Almer Huntley, Jr. and Associates Inc., and which Plan is recorded in the Hampshire County Registry of Deeds in Plan nook 137, Page 63.

(4) Description of Buildings. The Buildings on the Land are described on Exhibit B annexed hereto and incorporated herein.

(5) Description of Units.

A. The Units are those Units listed on Exhibit 3 annexed hereto and incorporated herein. Also, listed in Exhibit B is a statement of the approximate area of the Unit and the Unit's proportionate interest in the Common Elements. Reference is also made to the individual Plot Plans listed on Exhibit B, copies of said Plans are attached hereto and collectively referred to as Exhibit B. Each Plan bears the verified statement of a registered professional engineer certifying that said Plan fully and accurately depicts the layout, location, property lines, approximate area, main entrances and the immediate common areas to which the unit has access as built.

The proportionate interest of the respective unit in the common Elements has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

B. The designation of each Unit, a statement of its location, and the immediate common Element to which it has access is set forth in the Site Plan prepared by Almer Huntley Jr. & Associates Inc. for The Homeowners at Laurel Park condominium Trust and recorded with the Hampshire County Registry of Deeds in Plan Book 138, Pages 19, 20.

Said Site Plan bears the verified statement of a registered professional engineer certifying that said Plan shows the Unit designation of the Units being conveyed and of adjoining Units, and it fully and accurately depicts the layout of the Units, their location and immediate common area to which it has access as built.

C. Each unit includes the ownership of all utility lines; heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual unit.

D. Each unit owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other units served thereby, such streets, yards, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Elements therefore).

- E. Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the Owners of other Units served thereby, all utility lines and other common facilities located in the Common Elements described in Paragraph (6) hereof, and serving that unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to use other Common Elements in accordance with the intended purposes thereof.
- F. The condominium Trust, hereinafter described in Paragraph (11), has a right of entry to each Unit only for the purposes set forth in chapter 183A, section 4, Subsection 2.
- G. All exclusive easements appurtenant to e unit, shall be conveyed only with the unit to which said easement is appurtenant and shall not be severable from such Unit.
- H. Each Unit shall be subject to rights as set forth in any of the foregoing subsections, it and so far as applicable to that unit.

(6) Description of the Common Elements. The common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") consist of:

- A. The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, it any, so far as the same may be in force;
  - (i) installation of services such as telephone, electric power, gas, including all utility lines and equipment attendant thereto, but not including equipment contained within and servicing a single Unit;
- B. All Land areas, and facilities, and other improved or unimproved areas on the Land and not within any Unit, except that certain portions of the Common Elements may be limited or restricted in terms of use by the Grantors; '
- C. Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner shall be entitled to an undivided Beneficial interest in the common Elements in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by reference (hereinafter "Beneficial Interest").

The Trustees in their role and absolute discretion, may designate certain portions of the common Elements for - - limited or restrictive use, and such designations or restriction: shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust which are part of the Condominium Trust. The Trustees, are expressly authorized to grant easements to individual Unit owners, their successors and assigns for the purpose of maintaining, constructing and relocating septic systems all as provided in said Condominium Trust.

The use of Common Elements shall be subject to the provisions of:

- a. This Master Deed.
- b. The Condominium Trust, hereinafter referred to in Paragraph (11) hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto, and
- c. Chapter 183A as amended.

(7) Easements for Parking Spaces and Unit Expansions. Grantor reserves for itself, its successors, and assigns the right and power to grant easements to any purchaser and/or Unit Owner for the exclusive use of space in the common Element: of the Condominium and for any other lawful purpose during the existence of the condominium, but such easement shall end upon the permanent withdrawal of the Premises from the Condominium Status.

(B) Floor Plans. Recorded with and made a part at this Master Deed are the individual plan at the unit and the Site Plan, both of which are referred to in Paragraph 5a and 5b of this Master Deed. These Plans depict the unit numbers, layout, location and dimensions, main entrance and immediate common Elements to which each unit has access, all "as built," and bear the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the plans, fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built.

(9) Statement of Purposes. The Units are intended to be used as follows:

- (A) All Units shall be used for residential purposes, except for unit 20 which may be used for religious purposes. All Units may also be secondarily used for any purposes permitted by the applicable zoning ordinance, but subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto.
- (B) The conditions and restrictions set forth in the Condominium Trust shall apply to the use and occupancy of the parking spaces;
- (C) The following conditions and restrictions shall apply to the tenancing, renting and/or leasing of Units:
  - 1. Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing-
  - 2. No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes:
  - 3. Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Hester Deed, specifically including but not limited to this Paragraph (9) and Paragraph (10), the condominium Trust, and the Rules and Regulations of the

Condominium Trust which shall require that the failure of said non-owner occupant to comply with any of the terms at said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (9) and (10) of the Matter Deed;

4. No non-owner occupants shall keep, house or harbor any pets or animals in a unit or Common Elements unless first consented to by the Trustees;
5. The provisions of the within Paragraph (9) (C) (3) shall not apply to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association in the event that it obtains title to or takes possession of a unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(D) Notwithstanding the provisions contained in paragraphs (9) and (10) hereof, the Grantor, or any successor to his interest in the Condominium, including but not limited to mortgagee: and assignees, but excluding those purchasing individual Units, hereby reserve(a) the right, until all or the Units have been sold by Grantor or such successor, to lease any Units owned by the Grantor;

(E) The use of the Units and Common Elements may also be restricted under provisions of the Condominium Trust and Rules and Regulations promulgated pursuant thereto and recorded herewith.

(10) Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees pursuant to the provisions thereof;

1. No Unit shall be used for any purpose not specified in Paragraph (9) above;
2. No Unit shall be used or maintained a manner contrary to or inconsistent with this Master Deed and the Condominium Trust.
3. The use of the Common Elements may also be restricted under provisions of the Condominium Trust.

These restrictions shall be for the benefit of all Unit owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit Owner shall be liable for any breach of the provision or this Paragraph except such as occur during his or her Unit ownership.

(11) Management and Regulatory Organization. The organization through which the unit owners will manage and regulate the Condominium established hereby in The Homeowners at Laurel Park Condominium Trust. The Condominium Trust establishes an organization of which the unit Owners shall be members and in which Unit Owners shall have Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements of the condominium to which they are entitled under this Master Deed.

The Trustees have enacted By-Laws which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of chapter 183A (the "By-Laws"). The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original Trustees and to mean the Trustees or Trustee for the time being under the Condominium Trust.

(12) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more Unit Owners entitled to SIXTY-SEVEN (67\%) PERCENT or more of the Beneficial Interest in the common Elements, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- A. The date on which any instrument or amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) MONTHS after such date;



- B. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by Owner of the unit so altered;
- C. No instrument of amendment which decreases the percentage of the Beneficial Interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same have been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;
- D. No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
- E. No instrument or 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 shall be of any force or effect;
- F. No instrument of amendment which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before the Grantor has conveyed title to all Units unless the Grantor executes the instrument or amendment;
- G. The Beneficial Interest in each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several Owners of such unit shall:
  - 1. Determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such unit hereunder, and
  - 2. Notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice or designation, the Trustees may designate any one such owner for such purposes.

(13) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

- A. All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of:
- (a) This Master Deed,
  - (b) The Unit Deed conveying such unit,
  - (c) The Condominium Trust and By-Laws,
  - (d) Chapter 183A,
  - (e) Any other matter affecting the title to and the use of the Land.

The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that:

1. The provisions of:
    - (a) This Master Deed,
    - (b) The unit deed, if any, conveying such Unit,
    - (c) the Condominium Trust and the By-Laws and Rules and Regulation: promulgated pursuant thereto, as they may be amended from time to time, and
    - (d) The said items affecting title to and use of the Land are accepted and ratified by such Owner, tenant, 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, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and
  2. Any violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a violation of the duties of the unit Owner.
- B. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by Court action for injunctive relief and/or damages.

(14) Pipes, Wires, Duct, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units. Each Unit owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners or all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such unit; The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Elements contained therein.

(15) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building or alterations or repairs of the Common Elements made by or with the consent of the Trustees, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

(16) Construction and Repairs.

- A. Unit Owners performing any construction work under this Paragraph (16) of the Master Deed shall:
1. Secure all appropriate licenses and permits necessary for such work, at Unit Owner's sole cost and expense;
  2. Provide contractors and subcontractors insurance, comprehensive public liability insurance, and other appropriate insurances, insuring the said Unit Owner, the Trustees, and other occupants of the Condominium Units and the condominium against personal injury and property damage arising out of said work;
  3. Perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof and the insurers of the Condominium
  4. Diligently perform all work and perform the work so as to minimize interferences with the peaceful

use and possession of the premises by the occupants or the Condominium, and promptly discharge any and all material men's liens arising from said work.

- A. (17) Additional Rights for Benefit of Holders of Mortgages. Grantor and the Unit Owners hereby agree as follows:
- A. That unless at least SIXTY-SEVEN (67%) PERCENT Of holders of first mortgage on the individual units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit owners nor the Trustees shall be entitled to;
- (i) By act or omission, seek to abandon or terminate the Condominium (except for abandonment provided by statute in case of substantial loan to the Units and Common Elements).
  - (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of :
    - (a) Allocating distributions of hazard insurance proceeds or condemnation awards; or
    - (b) Except as provided in section 3.7.2 of the Condominium Trust, for the purpose of levying assessments or charges; or
    - (c) Terminating the pro rata share of ownership or each Unit in the Common Elements
  - (iii) Partition or subdivide any Unit;
  - (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements or use with respect to parking spaces and septic systems, shall not be deemed an

action for which any prior approval at a mortgagee shall be required under this subparagraph

- (v) Use hazard insurance proceeds for losses to any property of the condominium (whether to Unite or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the unite and/or Common Elements.
  - (vi) Take any action to amend any material provisions of this Heater Deed and the condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.
- B. That all taxes, assessments, and charges which may become liens prior to the first mortgage under the Laws of the Commonwealth or Massachusetts shall relate only to the individual unite and not to the Condominium as a whole;
  - C. That in no case shall any provision of the Master Deed or the Condominium Trust give a unit Owner or any other party priority over any rights of a mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award: for losses to or a taking of such unit and/or the Common Elements;

(18) Conflicts. If any provisions of this Master Deed shall be invalid or shall conflict with chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules or construction shall be used:

- A. In the event of a conflict between the Master Deed and Chapter 183A, the provisions of chapter 183A shall control;
- B. The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
- C. In the event of any conflict between the preceding Paragraph and any other provisions of this Master Deed

or the condominium Trust, the provision of said preceding Paragraph shall control.

- D. In the event of any conflict between the Master Deed - and the Condominium Trust, the provision of the Master Deed shall control.

(19) 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.

(20) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

(21) Assignment of Rights of Grantor. Grantor, by deed or by separate assignment, shall be entitled to assign any and all of his rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Grantor.

(22) Registering and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

*Following is Exhibit A that lists the details of the boundaries of the property. At the end of this section is the following text:*

ALSO GRANTING to the Grantees and their successors and assigns an easement for all purposes for which streets and ways are commonly used, with the exception that there shall be no parking of vehicles thereon, over those portions or Parcel C shown on said plan as "THE CIRCLE" and "ASBURY AVENUE". Such easement shall include, without limitation, the right to maintain, construct and operate electric transmission lines, telegraph and telephone lines, cable television lines, including towers, poles and appliances in connection therewith, and for all utility purposes to and for the land of the Grantee herein conveyed.

ALSO GRANTING to the Grantees and their successors and assigns, a permanent easement for the maintenance, repair and reconstruction, if necessary for the waterline crossing said Parcel C as shown on said plan.

The Grantees shall have the right of ingress and-egress to the right of ways granted herein for purposes of reconstruction, repair and maintenance of said water lines, electrical lines, telegraph and telephone lines, cable television lines, and other utilities. However, in performing such repairs, maintenance construction or reconstruction, the Grantees shall restore the premises to their former condition, perform all work in a workmanlike manner and hold the Grantor harmless for any damage caused to the Grantor's property during the construction, operation and maintenance oi said utilities.

SUBJECT To the easement reserved to The Laurel Park Association and its successors and assigns for the maintenance repair and reconstruction, if necessary for that portion or the waterline which crosses said Parcel A as shown on said plan. In performing any such maintenance and reconstruction the Grantor shall restore the premises or the Grantees to its former condition, perform all work in a workmanlike manner and hold the Grantees harmless for any damage caused to the Grantees property during the maintenance construction or use of said water line.

SUBJECT TO the easement reserved to The Laurel Perk Association and its successors and assigns for all purposes for which streets and ways ere commonly used, with the exception that there shall be no parking of vehicles thereon, over those portions or Parcel A shown on said plan as "THE CIRCLE" "NORTHAMPTON STREET" and "ASHBURY AVENUE".

SUBJECT TO the easement reserved to The Laurel Perk Association and its successors and assigns for the permanent and exclusive right to use the building located an said Parcel A and which is designated as Unit Number 20 on said plan, together with the permanent and exclusive right to use the land on which said Unit number 20 in situated. Said rights of use shall be for religious purposes only, and shall include the rights of ingress and egress to said Unit Number 20 over a strip of land fifteen (15) feet in width running Southerly from "THE CIRCLE" to said unit Number 20, and over a strip of land fifteen (15) feet in width which rune southerly Iron the southerly and of unit number 20 to said Parcel C.