



2010 00025526

Bk: 10371Pg: 206 Page: 1 of 14  
Recorded: 11/15/2010 12:41 PM

FIRST AMENDMENT  
TO  
MASTER DEED  
OF  
EASTVIEW CONDOMINIUM

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

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

WHEREAS, the Declarant desires to further amend the Master Deed to provide that Phase III of the Condominium shall consist of three (3) units instead of four (4) units, such that if all three (3) Phases are completed, there shall be a total of eleven (11) units in the Condominium; and

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

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

1. Section 4 of the Master Deed is hereby amended, so that as amended said Section 4 shall read in its entirety as follows:

"4. DESCRIPTION OF BUILDINGS; PHASES. The Condominium will be developed in three (3) phases containing a total of eleven (11) units (the "Units"). Phase I and Phase II of the Condominium each consist of one (1) structure containing a total of four (4) residential units (the "Buildings"). Phase III of the Condominium, if completed, shall consist of one (1) structure containing a total of three (3) residential units. The structures completed for each Phase are each hereinafter referred to as a "Building." The Buildings are each two (2) stories of wood frame construction with an attic and with foundation and basement, wood siding and asphalt and/or fiberglass roofing materials. The Buildings for Phase I and Phase II, the Units (including unit designation of each Unit, and its location, approximate area, number of rooms, and immediate common area to which it has access), and the site are more fully shown in a set of plans entitled EASTVIEW CONDOMINIUM, prepared for Wright Builders, recorded herewith as Exhibit C (the "Plans").

“The Declarant intends, and hereby reserves the right, but not the obligation, to create a total of three (3) phases, including any part thereof, as shown on the plans hereinbefore mentioned. All improvements intended for each future phase will be substantially completed prior to the addition of the phase in question. Improvements in future phases will be consistent with initial improvements in Phase I in terms of quality of construction. When and if all phases are completed, the Condominium will contain eleven (11) units. The Premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the Premises shown as subsequent phases on the Condominium Plans referred to hereinabove. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

“The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending seven (7) years after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

“The Declarant further reserves the right in the creation of subsequent phases to change the order of such phases, provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

“The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas of the Condominium land for access to and from the buildings and parking spaces located on other Phases.

“The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and buildings for the purpose of installing cable television and other utility lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.”

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

“5. DESCRIPTION OF UNITS.

“PHASE I: Unit 46 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit 46 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 46,” “Parking Space 46” and “Patio/Planting Area 46” respectively. Units 48, 50 and 52 each contain a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and deck. Unit 48 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 48,” “Parking Space 48” and “Patio/Planting Area 48” respectively. Unit 50 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 50,” “Parking Space 50” and “Patio/Planting Area 50” respectively. Unit 52 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 52,” “Parking Space 52” and “Patio/Planting Area 52” respectively. Each Unit Owner shall be responsible for maintaining the interior of the Garage Space, and the Parking Space and Patio/Planting Area corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. The immediate common area to which each Unit has access to the west of each Unit is the Patio/Planting Area behind each Unit as shown on the Plans. The immediate common area to which each Unit has access to the east of each Unit is the steps adjacent to the front porch of each Unit. Exhibit B provides additional information concerning each Unit in Phase I including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section.

“PHASE II: Unit 2 contains a living/dining room, kitchen, three bedrooms, two bathrooms, basement, a front porch and rear deck. Unit 2 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 2,” “Parking Space 2” and “Patio/Planting Area 2” respectively. Units 4, 6 and 8 each contain a living room, kitchen/dining room, two bedrooms, one and one-half bathroom, basement, and a porch and deck. Unit 4 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 4,” “Parking Space 4” and “Patio/Planting Area 4” respectively. Unit 6 shall be conveyed together with the exclusive right to use the garage, parking space and patio with planting area identified on the Plans as “Garage Space 6,” “Parking Space 6”

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

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

"17. SOLAR PANEL EASEMENTS. The rooftop above Unit 46 shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Plans (the "Solar Panel Array"). The owners of Units 46, 48, 50 and 52 shall each have an easement on the roof over Unit 46 in the areas shown on the Solar Panel Array to install, operate and maintain a solar panel to service each such unit. The rooftop above Unit 4 and the rooftop above Unit 6 shall be also subject to easements for solar panels as set forth in this paragraph and as shown on the Solar Panel Array. The owners of Units 2 and 4 shall each have an easement on the roof over Unit 4, and the owners of Units 6 and 8 shall each have an easement on the roof over Unit 6, in the areas shown on the Solar Panel Array to install, operate and maintain a solar panel to service each such unit. The installation of any such solar panels shall be subject to the prior written approval of the Association, which may require a satisfactory report of a licensed structural engineer or other professionals to be furnished at the expense of the Unit owner seeking such approval. The maintenance and repair of each solar panel shall be the sole responsibility of the Unit owner who installed each such panel, which Unit owner shall be deemed to be the owner of such solar panel. At the time that any roof under or near a solar panel requires repair or replacement by the Association, the cost of removing and reinstalling each solar panel shall be paid by the Unit owner who owns each such solar panel. The solar panels shall be installed at the sole risk of the owner of each such solar panel, and the owner of each solar panel shall be responsible for any damage or injury caused by said solar panel and associated piping, wiring and all other related equipment and accessories. The Association shall have no responsibility for the repair,

replacement, or any damage caused by any solar panel. If there is conclusive evidence that the roof is damaged by the installation, use, maintenance, repair or replacement of a solar panel, the owner of said solar panel shall be responsible for the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel. If damage to a roof is not conclusively demonstrated to have been caused by the installation, use, maintenance, repair or replacement of a solar panel, the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel shall be paid by the Association.”

3. Exhibit B attached to said Master Deed is hereby amended by deleting said Exhibit B and replacing it in its entirety with the Exhibit B attached hereto and made a part hereof.
4. Attached hereto as Exhibit C is the revised Master Deed plan required pursuant to MGL Chap. 183A, Sec. 8 depicting the Buildings and common areas that comprise Phase II of the Condominium (Units 2, 4, 6 and 8).

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

*[Remainder of page is intentionally blank*

*Signature line follows on next page.]*

EXECUTED as a sealed instrument this 10<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Witness

**WRIGHT BUILDERS, INC.**  
By: \_\_\_\_\_  
Jonathan A. Wright, President and Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

NOV. 10, 2010

On this NOV. 10, 2010, before me, the undersigned notary public, personally appeared Jonathan A. Wright proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of WRIGHT BUILDERS, INC.

\_\_\_\_\_

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



## EXHIBIT B

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

Unit Number		Phase II	If Phase III Is Added	Square Footage**
Building A (46-52 Olander Drive)				
Unit 46		15%	10%	2,197
Unit 48		11%	7%	1,575
Unit 50		11%	7%	1,575
Unit 52		13%	9%	1,615
Building B (2-8 Moser Street)				
Unit 2	---	15%	10%	2,197
Unit 4	—	11%	7%	1,575
Unit 6	----	11%	7%	1,575
Unit 8	_____	13%	9%	1,615

Unit Number	Phase I	Phase II	If Phase III is added	Square Footage**
Building C (12-16 Moser Street)				
Unit 12	—	—	10%	2,197
Unit 14	—	—	13%	2,358
Unit 16	----	----	11%	2,289

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

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

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



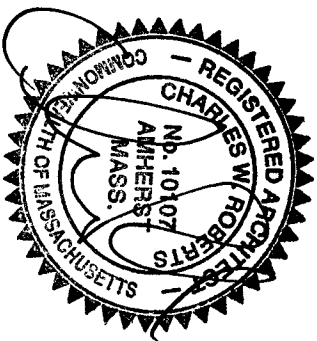
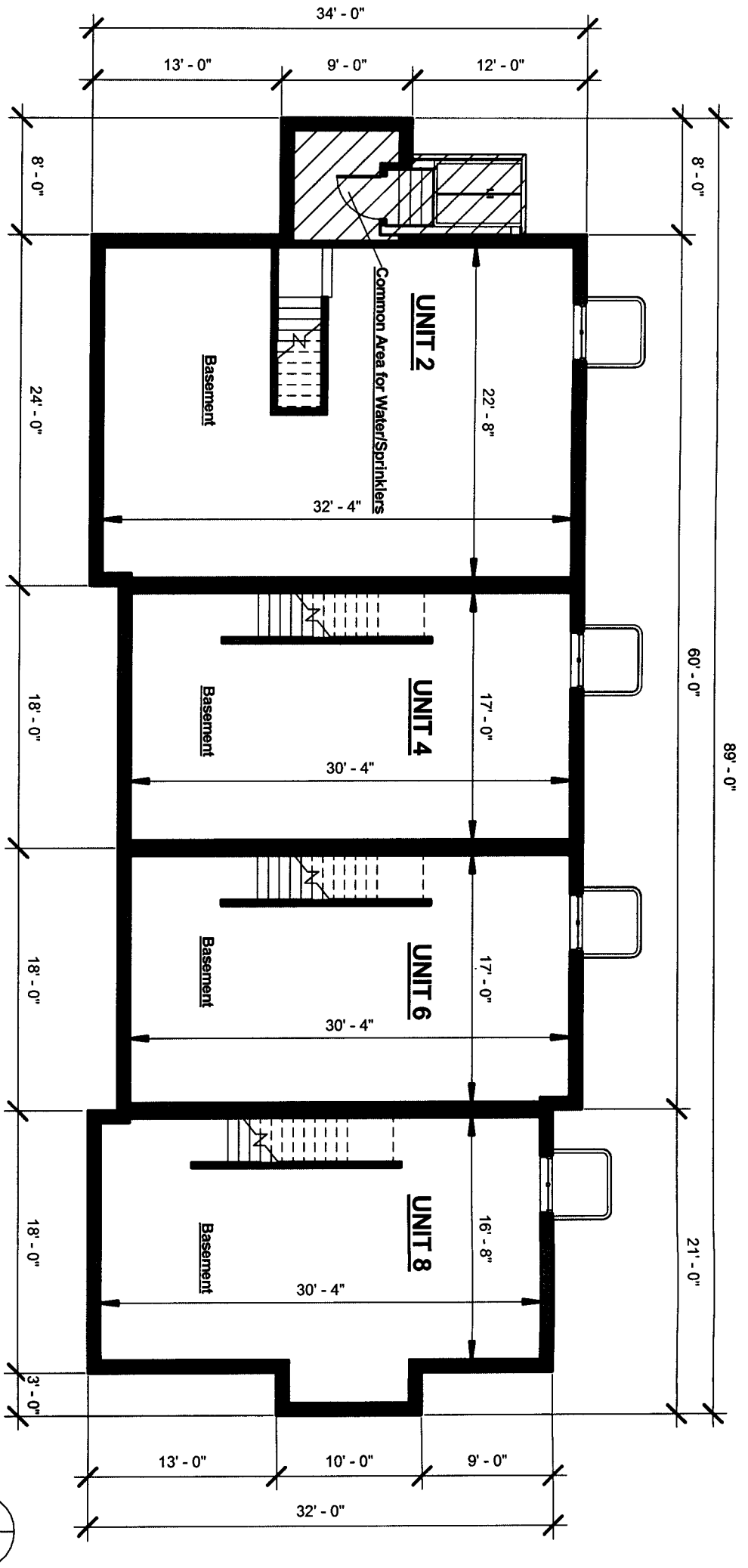
EXHIBIT C

REVISED CONDOMINIUM MASTER DEED PLAN  
SHOWING PHASE II

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
2	737	827	633	2197
4	515	530	530	1575
6	515	530	530	1575
8	530	555	530	1615

1 BUILDING B BASEMENT PLAN  
1" = 10'-0"

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



BASEMENT AS BUILT

Eastview Townhomes

Village Hill

Date: 11-02-10  
Project No.: 10018  
Scale 1" = 10'-0"  
Drawn by: CWR

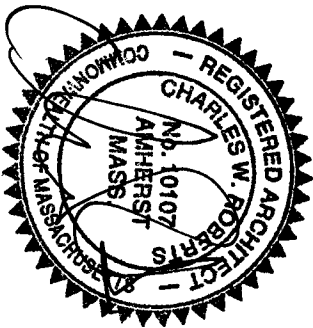
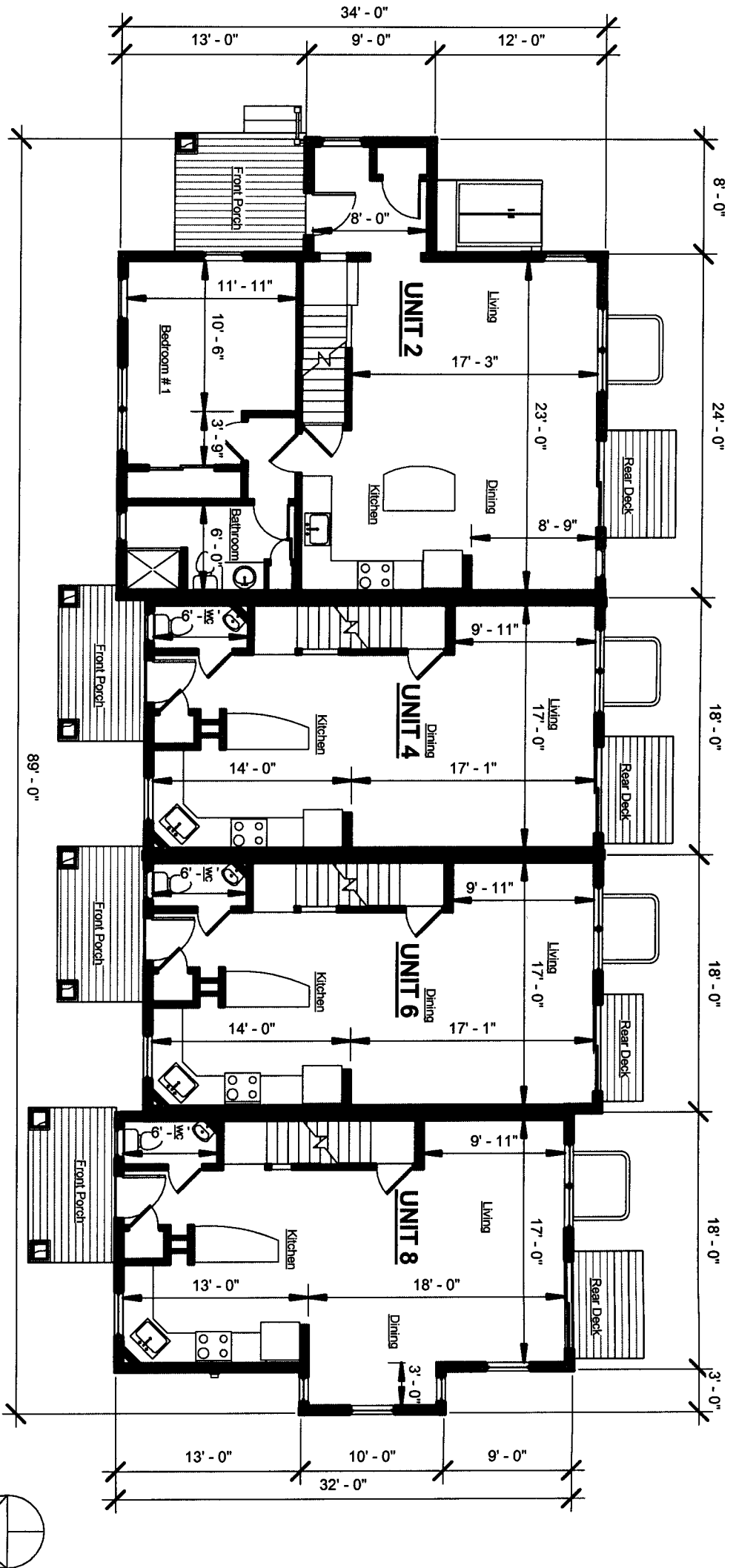
KUHN RIDDLE ARCHITECTS  
28 AMITY ST. SUITE 2B  
AMHERST  
MASSACHUSETTS 01002  
413 259 1630  
FAX: 413 259 1621

CON  
DOC B

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
2	737	827	633	2197
4	515	530	530	1575
6	515	530	530	1575
8	530	555	530	1615

1 BUILDING B FIRST FLOOR PLAN  
1" = 10'-0"

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

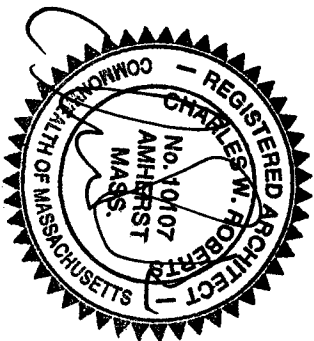
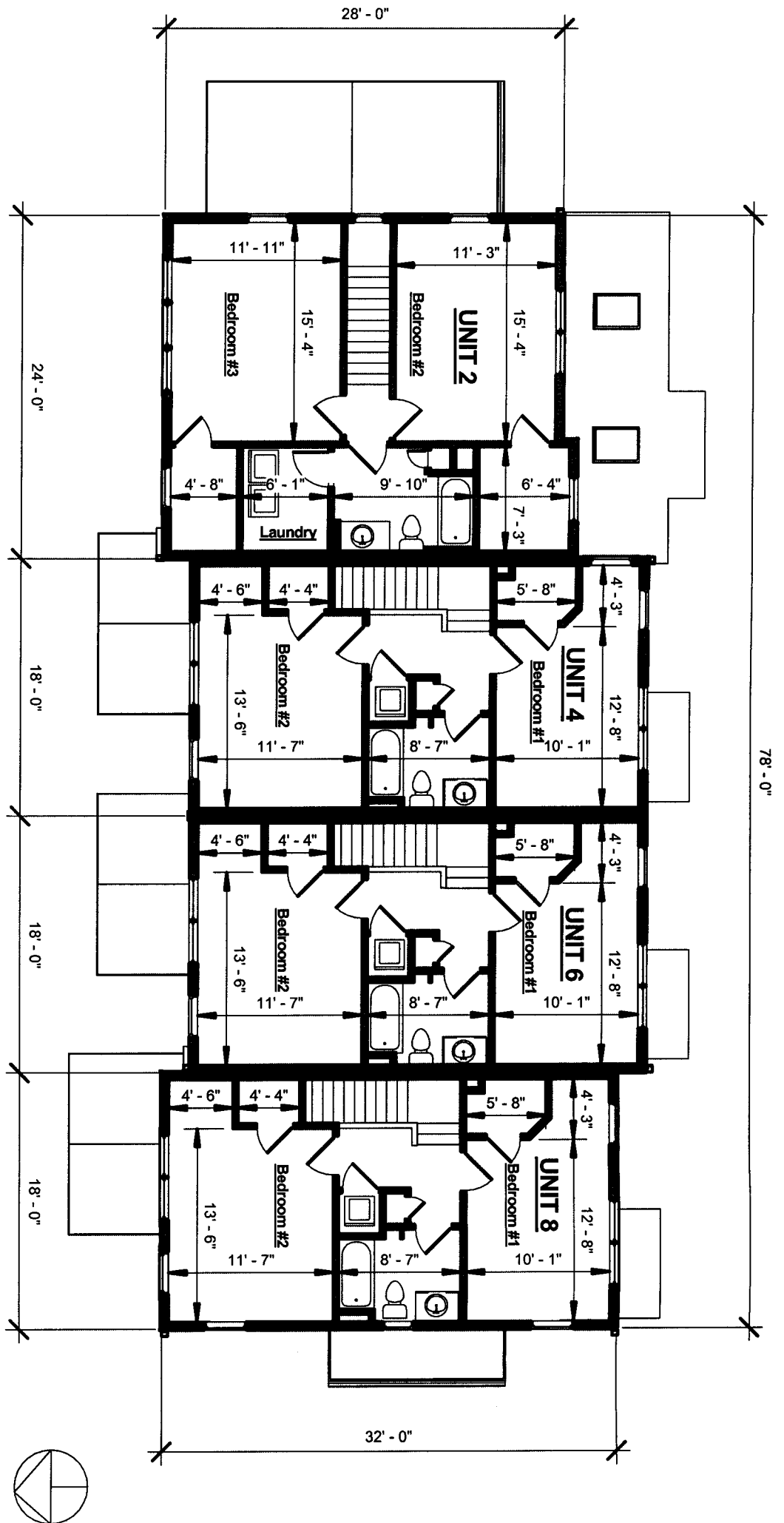


<p>CON DOC 1</p>	<p>FIRST FLOOR AS BUILT</p> <p>Eastview Townhomes</p> <p>Village Hill</p>	<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>Date: 11-02-10 Project No.: 10018 Scale 1" = 10'-0" Drawn by: Author</p>	

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
2	737	827	633	2197
4	515	530	530	1575
6	515	530	530	1575
8	530	555	530	1615

1 BUILDING B SECOND FLOOR PLAN  
1" = 10'-0"

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



SECOND FLOOR AS BUILT

Eastview Townhomes

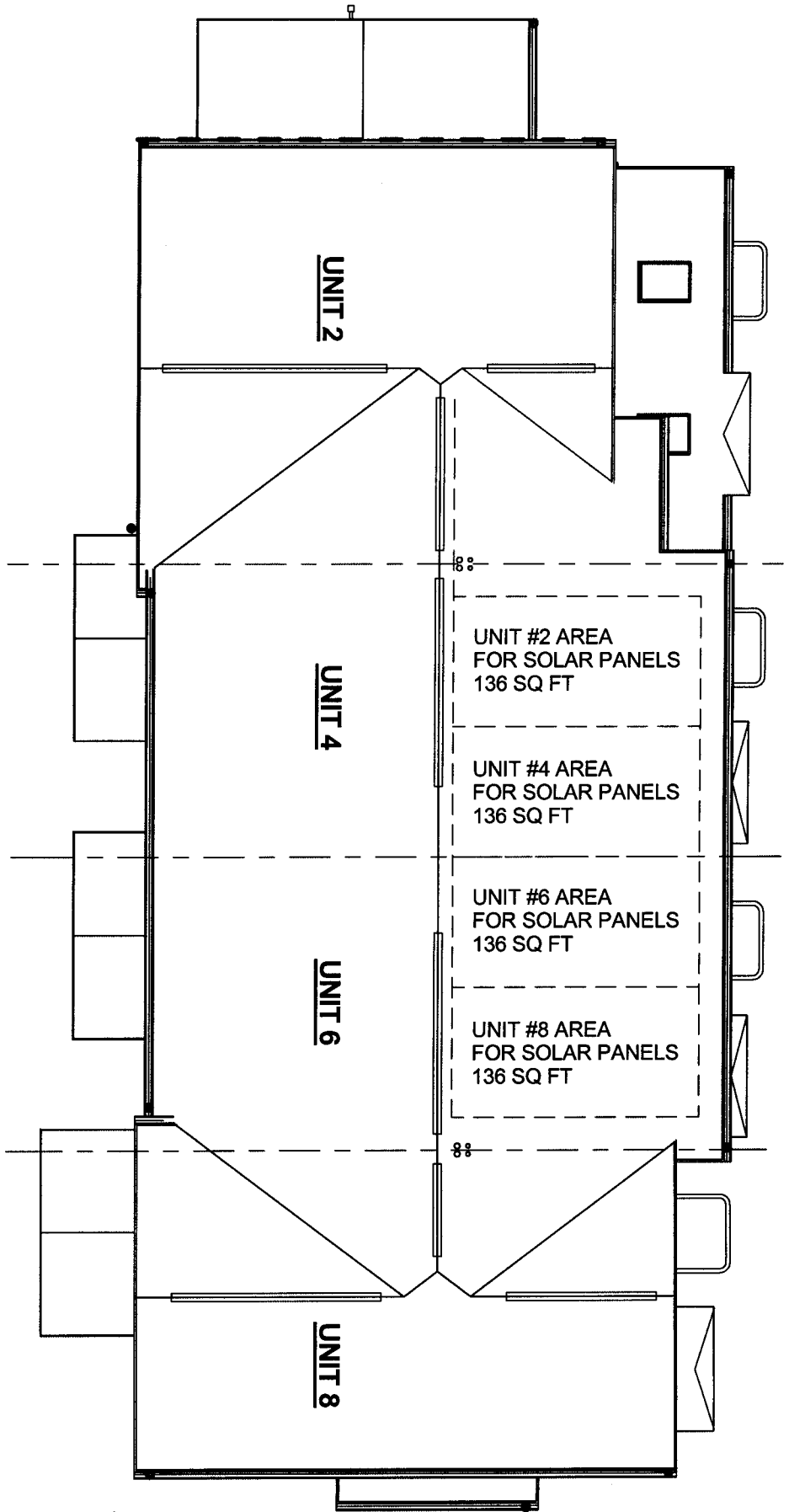
Village Hill

Date: 11-02-10  
Project No.: 10018  
Scale 1" = 10'-0"  
Drawn by: Author

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

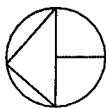
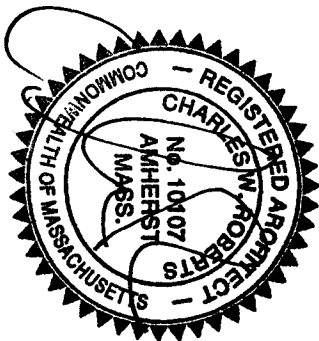
CON  
DOC 2

NET AREA MATRIX				
UNIT	BSMT	1ST	2ND	TOTAL
2	737	827	633	2197
4	515	530	530	1575
6	515	530	530	1575
8	530	555	530	1615



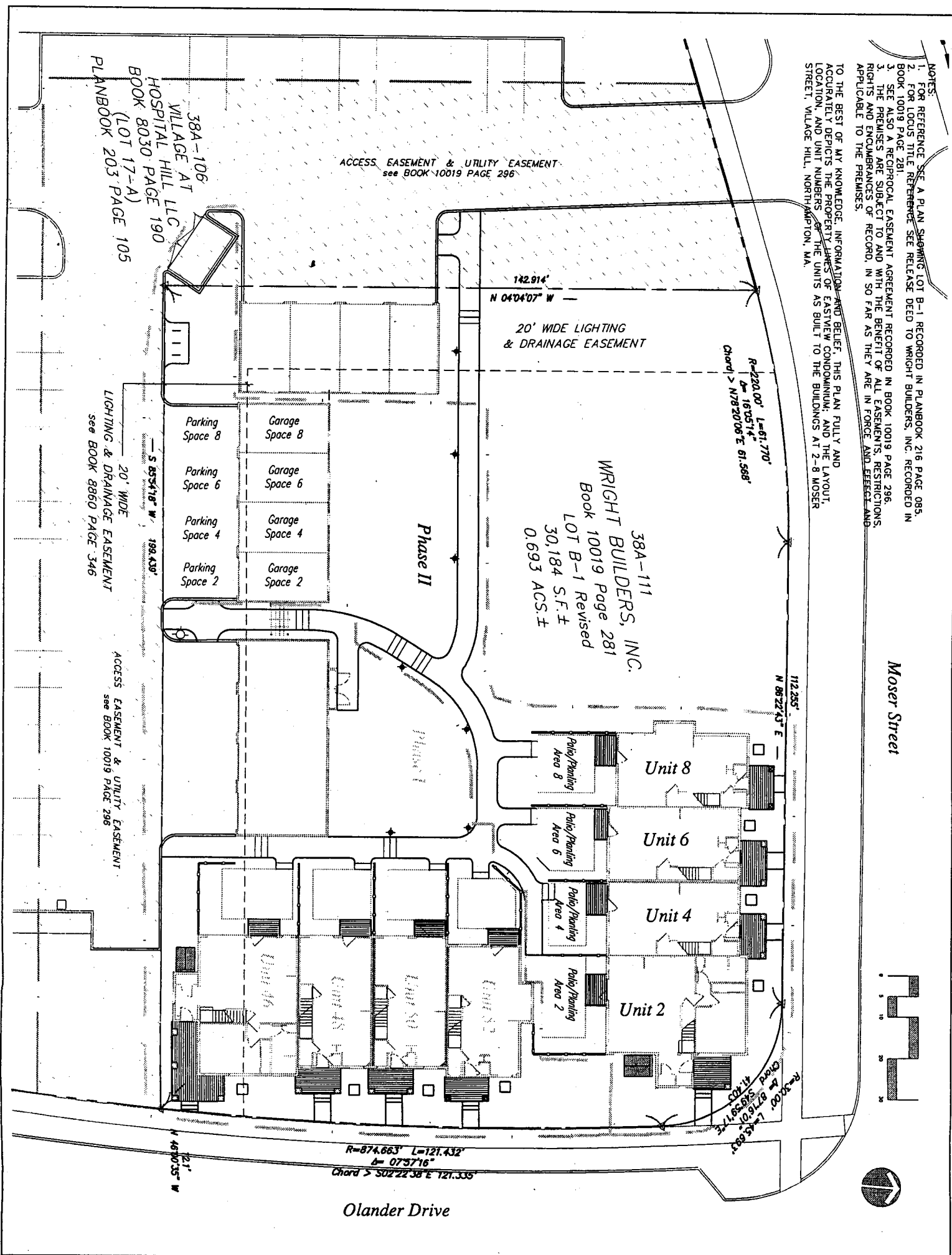
1 BUILDING B ROOF PLAN  
1" = 10'-0"

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



<p>CON DOC R</p>	<p>ROOF PLAN AS BUILT</p>		<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 FAX: 413 259 1621</p>
	<p>Eastview Townhomes</p> <p>Village Hill</p>	<p>Date: 11-02-10 Project No.: 10018 Scale 1" = 10'-0" Drawn by: Author</p>	

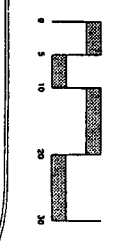
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NOTES:  
1. FOR REFERENCE SEE A PLAN SHOWING LOT B-1 RECORDED IN PLANBOOK 216 PAGE 085, BOOK 10019 PAGE 281.  
2. FOR LOCUS TITLE REFERENCE SEE RELEASE DEED TO WRIGHT BUILDERS, INC. RECORDED IN BOOK 10019 PAGE 281.  
3. SEE ALSO A RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 10019 PAGE 296.  
3. THE PREMISES ARE SUBJECT TO AND WITH THE BENEFIT OF ALL EASEMENTS, RESTRICTIONS, RIGHTS AND ENCUMBRANCES OF RECORD, IN SO FAR AS THEY ARE IN FORCE AND EFFECT AND APPLICABLE TO THE PREMISES.

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS PLAN FULLY AND ACCURATELY DEPICTS THE PROPERTY LINES OF EASTVIEW CONDOMINIUM, AND THE LAYOUT, LOCATION, AND UNIT NUMBERS OF THE UNITS AS BUILT TO THE BUILDINGS AT 2-8 MOSER STREET, VILLAGE HILL, NORTHAMPTON, MA.

Moser Street



<p>The Berkshire Design Group, Inc.</p> <p>Landscaping &amp; Architecture Civil Engineering Surveying Land Use Planning</p> <p>4 New River, Northampton, Massachusetts 01060 (413) 587-7800 FAX (413) 587-7805 Email: info@berkshiredesign.com Web: http://www.berkshiredesign.com</p>	<p>Eastview at Village Hill Northampton, MA</p> <p>Prepared For: <b>WRIGHT BUILDERS</b></p> <p>EXHIBIT C EASTVIEW CONDOMINIUM Master Deed Plan Phase II</p>	<p>Revisions</p> <table border="1"> <tr> <td>1</td> <td>Oct. 28, 2010</td> <td>Final</td> </tr> <tr> <td>2</td> <td>1-11-10</td> <td>Final</td> </tr> <tr> <td>3</td> <td>1-11-10</td> <td>Final</td> </tr> </table> <p>Scale: 1" = 10'</p> <p>Drawn By: [Signature]</p>	1	Oct. 28, 2010	Final	2	1-11-10	Final	3	1-11-10	Final
1	Oct. 28, 2010	Final									
2	1-11-10	Final									
3	1-11-10	Final									

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER  
MARIANNE L. DONOHUE