

**MASTER DEED**

**WILDWOOD COURT CONDOMINIUM I**

DAVID J. MCCUTCHEON (hereinafter referred to as the "Declarant"), being the sole owner of the land at 48 Chapel Street, Northampton, Hampshire County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. DESCRIPTION OF LAND: 48 CHAPEL STREET, NORTHAMPTON, MA.

The land in Northampton, Hampshire County, Massachusetts being shown and designated as Lot 2 on a Plan entitled "Plan of Land in Northampton, Massachusetts prepared for David J. McCutcheon" prepared by Harold L. Eaton and Associates, Inc. dated April 26, 1995 and recorded in the Hampshire County Registry of Deeds in Plan Book 178, Page 188, more particularly described as follows:

Beginning at an iron pipe set at the intersection of the northwesterly corner of Parcel 2 and the northerly corner of Parcel 3 as shown on said plan, thence running

- N 47° 07' 50" E. 80.00 feet to an iron pipe, thence turning and running,
- S 36° 28' 02" E. 140.18 feet along Lot 1 as shown on said plan to an iron pipe, thence turning and running,
- N 47° 07' 50" E. 103.13 feet along Lot 1 as shown on said plan to an iron pipe, thence turning and running,
- S 34° 57' 50" E. 123.42 feet along land now or formerly of Thomas R. and Elizabeth Poudrier to an iron pipe, thence turning and running,
- S 71° 54' 55" W. 26.09 feet along the remaining land of David J. McCutcheon as shown on said plan to an iron pipe, thence turning and running,
- S 20° 01' 38" E. 154.28 feet along the remaining land of David J. McCutcheon as shown on said plan to an iron pipe, thence turning and running,
- S 66° 06' 00" W. 116.53 feet along land, now or formerly of William D. and Harriet R.

Diamond, to an iron pipe, thence turning and running,  
N 35° 55' 18" W. 357.54 feet along Lot 3 as shown on said plan to the place of  
beginning.

Said parcel containing 1.124 acres, more or less.

Being part of the premises conveyed by deed of Charles Chetham and Mary Chetham to David J. McCutcheon, which deed is dated February 1, 1994 and recorded with the Hampshire County Registry of Deeds, Book 4417, Page 215.

Said Premises are subject to zoning laws of the City of Northampton, Massachusetts, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

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 Declarant and the Board of Managers 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 project.

The above described Premises are also subject to the Declaration of Easements, Restrictions and Obligations, which Declaration has been executed by the said David J. McCutcheon and recorded this date with the Hampshire County Registry of Deeds.

The Declarant reserves exclusively to himself, his agents, his successors-in-title and nominees, for a period ending three (3) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes related to the completion of the Condominium project, including but not limited to transportation of construction materials in order to complete work (if any) 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.

The Declarant also reserves for the same three (3) year period and for the same uses, the easement, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes related to the construction, development and completion of adjoining condominium projects, to be known as Wildwood Court Condominium II, and Wildwood Court Condominium III.



The Declarant also reserves the right to grant two easements across land of the Condominium permitting access for sanitary sewer and related purposes.

## 2. DESCRIPTION OF BUILDINGS.

There is one existing residential building (hereinafter referred to as "the Building") located on the land above described. The building is identified in design and is divided into three residential units consisting of one floor over a four foot cellar with an attic space area above. The building is of wood frame construction with vinyl siding. The foundation of the building is concrete, the exterior walls are plaster or gypsum and the roof is asphalt shingle.

There is one existing garage (Also known as Parking Area Units) located on the land above described. The garage is identified in design and is divided into three parking area units.

## 3. DESCRIPTION OF UNITS.

The designation of each Condominium unit (the "Units") in the Building and Garage, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit A annexed hereto and made a part hereof. The boundaries of each of the residential Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The plane of the upper surface of the concrete floor.
- (b) Ceilings: The plane of the lower surface of the joists, floor joists or concrete slab.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.
- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

Each unit shall have appurtenant thereto, and the same shall pass with each unit as an inseparable appurtenance thereto, the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed and the provisions of the By-Laws of THE WILDWOOD COURT CONDOMINIUM I and the rules and regulations thereto, to use:

- (e) The patio area;
- (f) stoops and steps adjacent to the front and other exterior doors of such unit and which serve only such unit;

The outside parking spaces, driveway and the structures of the patio and porches, exterior stoops and stairs, conduits, plumbing, pipes and other facilities for the furnishing of utility services and/or waste removal servicing the premises shall be maintained and repaired as necessary by the association, but the interior facilities, doors, door openers, and the finished surfaces of patios and porches shall be maintained, repaired and replaced as necessary, by and at the sole and separate expense and risk of the owners of such units. [It is acknowledged that the common sewer serving lots 1, 2, and 3 as such lots are shown on a Plan of Land filed with the Hampshire County Registry of Deeds in Plan Book 178, Page 188 is in the nature of a private sewer and it is further acknowledged that said sewer is not maintained by the City of Northampton.] All such maintenance and repair shall be done and conducted in accordance with the provisions and restrictions herein set forth and with rules and regulations promulgated with respect thereto and if any Unit Owner shall fail or neglect so to maintain and repair any such facility in a proper manner, the Managing Board may do so and charge such Unit Owner for the cost thereof for which such Unit Owner shall be liable in addition to his share of the common expenses.

#### 4. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable, including but not limited to that certain easement granted by William D. Diamond and Harriet R. Diamond to David J. McCutcheon for water, sanitary sewer and storm drain and related purposes to be used in common with lots one (1) and three (3), as shown on Plan filed with the Hampshire County Registry of Deeds in Plan Book 178, Page 188, which easement is more particularly described in instrument recorded with said Registry, Book 4417, Page 229.
- (b) The foundation, structural columns, girders, beams, supports, exterior walls, roof and common walls within the Building and Garage.
- (c) Installation of central services (including but not limited to all meters), such as power, light, gas, hot and cold water, heating, and waste disposal, including all equipment attendant thereto (but not including equipment contained within



and exclusively servicing a single Unit).

- (d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (e) Patios, provided, however, that each Unit Owner shall have a license for the exclusive use of the patio adjacent to the Unit.
- (f) The yards, lawns, gardens, roads, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and planters.
- (g) All heating equipment and other apparatus and installations existing in the Buildings for the common use, or necessary or convenient for the existence, maintenance or safety of the Buildings.
- (h) Such additional common areas and facilities as may be defined in Chapter 183A.

## 5. FLOOR PLANS

Simultaneously with the recording hereof, there has been recorded with Hampshire County Registry of Deeds a set of floor plans of the Building, entitled "Floor Plan, Wildwood Court Condominium I, 48 Chapel Street, Northampton, Massachusetts" prepared by Harold L. Eaton and Associates, Inc., Registered Professional Land Surveyor, 235 Russell Street, Hadley, Massachusetts, dated July 26, 1995 consisting of one sheet and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and bearing the verified statement of Randall E. Izer, certifying that the plan fully and accurately depicts the layout, location, Unit numbers and dimensions of the Units as built.

## 6. USE OF BUILDING AND UNITS.

The building and each of the residential units are intended only for residential purposes. Except for any garage unit, no use may be made of any unit except as a residence for the owner thereof, hereinafter referred to as the "Unit Owner", the members of his immediate family, his permitted guests, or by no more than two individual owners unrelated by blood or marriage, and no unit or any portion thereof may be used as a professional office whether or not accessory to such residential use. Notwithstanding the foregoing restrictions, however, the Declarant may at any time maintain one or more units in its ownership for use as a sales office and/or a model apartment.

The use of uncovered parking spaces is restricted to parking of motor vehicles owned or operated by Wildwood Court Condominium Unit Owners, their invitees, or guests, and such parking shall be subject to reasonable regulations established by the Board of Managers, as described below.

The use of the Common Elements by all Unit Owners and all other persons authorized to use the Common Elements shall be at all times subject to the By-Laws described below and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Managers.

#### 7. AMENDMENT OF MASTER DEED.

This Master Deed may be amended by vote of at least 66% in beneficial interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium By-Laws; or in lieu of a meeting, any amendment may be approved in writing by 66% in beneficial interest of all Unit Owners.

Notwithstanding the foregoing, the Declarant reserves the right and the unit owners by acceptance of their unit deed consent to and appoint the Declarant, its successors and assigns their attorney in fact to execute any and all amendments to this Master Deed, its related By-Laws and rules and regulations and any and all other actions including but not limited to the execution of documents to facilitate the following: (This power of Attorney shall be a durable power of attorney).

- (a) The addition of Garage Units to the Condominium for a period of up to three (3) years from the date of this Master Deed. Said Garage Units to be sold only to owners of residential units of a Wildwood Court Condominium. The Declarant shall have an easement to enter and construct said Garage Units on the Common Areas of the Condominium. This power shall include the power to execute and record phasing amendments which change the percentage interest of the common elements of units.
- (b) The establishment of a reciprocal easement for access, parking, maintenance, walkways, dumpsters and such other common facilities and rights that the Declarant, in its sole discretion deems efficient and necessary for the development and operation of three condominium projects on Lots 1, 2 and 3 as shown on the plan referred to in Section 1 of this Master Deed.
- (c) Amendments to the Master Deed, By-Laws and Rules and Regulations to:
  - 1. Correct typographical errors.
  - 2. To bring the Condominium documents in compliance with



Massachusetts Law, including but not limited to G.L. C. 183a.

3. To comply with lenders requirements and secondary mortgage market purchasers and insurers including but not limited to FNMA, FHLMC, FHA and VA.

(d) To enter and cross the common elements to develop and construct residential condominium dwellings on Parcels 1 and 3 as shown on the plan referred to in Section 1.

(e) To tie into or extend as is necessary, and in the sole discretion of the Declarant as he deems efficient and proper, all utilities servicing the three parcels.

8. NAME OF CONDOMINIUM.

The Property is to be known as WILDWOOD COURT CONDOMINIUM I. An unincorporated association, the members of which consist of Unit Owners and through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws (the "By-Laws") pursuant to Chapter 183A. Each Unit Owner shall have the same percentage membership interest in the Association as his proportionate interest in the Common Elements. The name of the association is WILDWOOD COURT CONDOMINIUM I ASSOCIATION, (the "Association"). The initial Board of Managers shall consist solely of David J. McCutcheon whose authority as such shall remain in effect no longer than two years following the sale of the first Unit. Copies of the By-Laws of the Association are attached to this Master Deed.

9. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS.

The percentages of interest of the respective Units in the Common Elements have been determined upon 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 of the Units on this date.

10. ENCROACHMENTS.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) 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 stands.

11. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES,

**AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.**

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, 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 of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Managing Board 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 or elsewhere in the Buildings.

**12. UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS, AND RULES AND REGULATIONS.**

All present and future owners, visitors and servants, of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit Deed, the Condominium By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Rules and Regulations, the By-Laws, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, visitor and servant, or any person having at any time any interest or estate in the Unit, 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, the By-Laws, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

**13. SALE, RENTAL AND MORTGAGING OF UNITS.**

The Declarant reserves to itself and its successors and assigns notwithstanding this Declaration of Condominium, By-Laws, Rules and Regulations, or as the same may be amended from time to time, (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Managing Board; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the



same rights, as owner of unsold Units, as any other Unit Owner.

14. INVALIDITY.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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 provision 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.

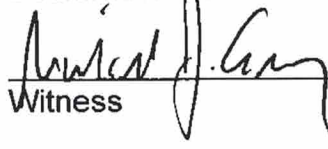
16. CAPTIONS.

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.

17. 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.

IN WITNESS WHEREOF, I DAVID J. MCCUTCHEON have executed this Declaration as a sealed instrument this 31st day of July, 1995.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
DAVID J. MCCUTCHEON

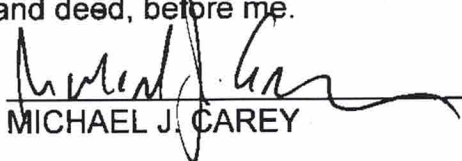
COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

JULY 31, 1995

Then personally appeared the above-named David J. McCutcheon and acknowledged the foregoing to be his free act and deed, before me.

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\_\_\_\_\_  
MICHAEL J. CAREY

My Commission Expires November 30, 2001

**WILDWOOD COURT CONDOMINIUM I**

**EXHIBIT A**

| UNIT    | NO. OF ROOMS | APPROXIMATE AREA<br>IN SQUARE FEET | PERCENTAGE<br>INTEREST |
|---------|--------------|------------------------------------|------------------------|
| * 48D   | 5            | 1,122                              | 31.388                 |
| * 48E   | 5            | 1,122                              | 31.388                 |
| * 48F   | 5            | 1,122                              | 31.388                 |
| ** 48 J | 1            | 228                                | 1.945                  |
| ** 48 K | 1            | 228                                | 1.945                  |
| ** 48 L | 1            | 228                                | 1.945                  |

1. The number of rooms stated include a kitchen / dining area combination, living room, enclosed porch and two bedrooms. In addition to the number of rooms stated, each Residential Unit contains and includes one full bath, one three-quarter bath, closets, stairway, a storage attic, and a basement crawl space.
2. The square foot area set forth for each Residential Unit is exclusive of the storage attic, and basement crawl space.
3. The immediate common area to which each Residential Unit has access is the common grounds and landscaped area from both the front and the rear of the Unit.

\* Denotes Residential Units.

\*\* Denotes Garage Units (also known as Parking Area Units). The immediate common area to which each Garage Unit has access is the common driveway.

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