



2015 00014125

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Recorded: 07/22/2015 12:13 PM

### AMENDMENT TO MASTER DEED AND BIXBY COURT CONDOMINIUM TRUST DECLARATION OF TRUST AND BY-LAWS

Now come the undersigned, Leonard A. Cohen, Amy F. Cohen, 4 Bixby Court, Northampton, Ma., Prashant Shenoy, Anita Rao, 6 Bixby Court, Northampton, Ma., Eliza D'Agostino, 10 Bixby Court, Northampton, Ma., Joel S. Sprio, Leigh M. Bailey, 12 Bixby Court, Northampton, Ma., Rachel A. Borson, 14 Bixby Court, Northampton, Ma., Elizabeth B. Hannigan, 62A Hawley Street, Northampton, Ma., Jill Dora Pollack, 62B Hawley Street, Northampton, Ma., Ingrid K. Shockey, 64A Hawley Street, Northampton, Ma., Glenn A. Heim, 64A Hawley Street, Northampton, Ma., being owners of at least seventy-five percent of the beneficial interest of the Bixby Court Condominium, and a majority of the members of the Board of Trustees, by Master Deed dated June 16, 2000 and recorded with the Hampshire County Registry of Deeds Book 5960, Page 171 and of the Bixby Court Condominium Trust, which Trust is recorded in the Hampshire County Registry of Deeds, Book 5960, page 182, pursuant to Article VII, Amendments to the Master Deed, and Article VII Amendments of the by-laws of the Bixby Court Condominium Trust, and hereby amend the Master Deed and the Bixby Court Condominium Trust Declaration of Trust, as previously amended, as follows:

Bixby Court + 62-64 Hawley St Northampton

1. A new paragraph, VII(D) shall be added to the Master Deeds as follows:

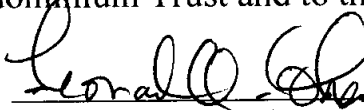
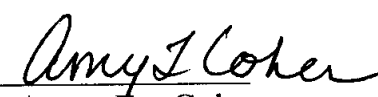
“(D) Lease Restrictions: Notwithstanding any other provision of this Master Deed or the Declaration of Trust and By-Laws of the Bixby Court Condominium to the contrary, no Condominium Unit shall be let, rented, leased, licensed, subleased, assigned or otherwise used or occupied by any person other than the record owners thereof except in accordance with the provisions of this Paragraph VII (D):

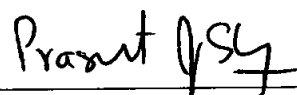
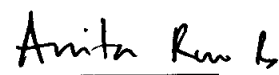
- a. No more than two (2) Units in the Condominium shall, at any given time, be rented, let, leased or licensed for use or occupancy by others than the record owners thereof with the following further sub-conditions: Up to one (1) unit from Units 4, 6, 8, 10, 12 and 14 (Bixby) and up to one (1) unit from Units 62A, 62B, 64A, 64B (Hawley) may be rented. If no Units are rented in Hawley, 2 may be rented in Bixby but

- not vice versa. Unit Owners may rent their Units for a 2 year total lifetime period and then may rent on a month to month basis thereafter only if the following conditions are satisfied:
1. Continued rental may take place only as long as no other Unit owner, who has not previously rented and used up their lifetime rental allotment, desires to rent his or her Unit and
  2. The rental of such unit does not exceed 20% of the total number of units.
- b. No Unit may be rented without written approval of the Board, which shall grant its consent on a "first come first served" basis to Unit Owners making written application thereof. Requests for rental approval shall be made to the Board at least 2 months prior to proposed rental.
  - c. Units may be rented by a Unit owner only after the Unit owner has occupied his or her unit for a minimum of one year.
  - d. A copy of the proposed lease must be given to the Board prior to approval and shall include provisions that the tenants comply with the Master Deed, By-Laws and rules and regulations of the Condominium and that the lease may not be subleased or assigned. Every lease shall contain language that authorizes the Board to take action against any unit owner or tenant to enforce the rules and regulations of the Condominium if any tenant, or occupant, is in violation of any of the rules and regulations of the Condominium. In the event of violation of the rules and regulations of the Condominium by such tenant, or occupant, the unit owner agrees to be responsible to evict such non-complying tenant and agrees that fines assessed by the Board for violations of the rules and regulations will be paid by the unit owner until the violations are corrected, or until the non-complying tenant, or occupant, is removed from the premises.
  - e. Unit 6, which is already rented, shall be grandfathered to have two (2) additional years to be rented from the date of adoption of this amendment but shall not be rented thereafter except in compliance with these amendments as required by the remaining units.

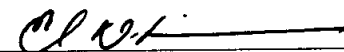
We, the undersigned, unit owners of at least seventy-five percent of the beneficial interest to the Bixby Court Condominium and majority of the

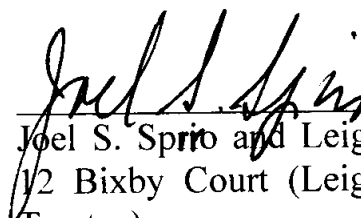
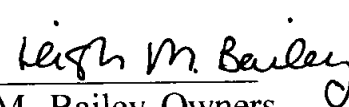
We, the undersigned, unit owners of at least seventy-five percent of the beneficial interest to the Bixby Court Condominium and majority of the Board of Trustees hereby adopt the aforesaid amendments to the Master deed and the Bixby Court Condominium Trust and to the by-laws:

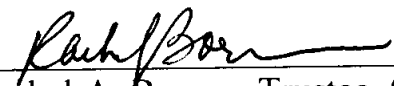
   
Leonard A. Cohen and Amy F. Cohen  
Owners 4 Bixby Court

   
Prashant Shenoy and Anita Rao Owners 6  
Bixby Court

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Jonathon H. Podolskiy Owner 8 Bixby Court

  
Eliza D'Agostino Owner 10 Bixby Court  
and Trustee

   
Joel S. Sprio and Leigh M. Bailey Owners  
12 Bixby Court (Leigh M. Bailey is also  
Trustee)

  
Rachel A. Borson, Trustee, Owner 14 Bixby  
Court and Trustee

  
Elizabeth B. Hannigan Owner 62A Hawley  
Street

Jill Dora Pollack  
Jill Dora Pollack, David Bruce Pollack,  
Bernice Pollack Owners 62B Hawley Street

Ingrid Shockey  
Ingrid K. Shockey Owner 64A Hawley  
Street and Trustee

Glenn A. Heim  
Glenn A. Heim Owner 64B Hawley Street  
and Trustee

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, S.S.

On this 20<sup>th</sup> day of July, 2015, before me, the undersigned Notary Public, personally appeared Rachel A. Borson, who proved to me through satisfactory evidence of identification, which were either a driver's license or long time personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Jeanne Lamica Pandoli  
Jeanne Lamica Pandoli  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
Nov. 26, 2015

ATTEST: HAMPSHIRE, Mary Olberding, REGISTER  
MARY OLBERDING