

FHA FORM NO. 3276
Rev. July 1968

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

PLAN OF APARTMENT OWNERSHIP
(For use by Condominiums in Section 234)

MASTER DEED *

In the City of _____, County of _____, and State of _____, on this _____ day of _____, 19____, _____, a corporation organized and existing under the laws of the _____ of _____, whose principal office and domicile is situated in the City of _____, State of _____, hereinafter referred to as Grantor represented in this Deed by its President, _____, who is fully empowered and qualified to execute this Deed on behalf of said corporation, does hereby state:

FIRST: That Grantor owns the following property situated in the City of _____, State of _____, which is described as follows: **

and recorded in the Office of the Recorder of the County of _____, State of _____, in Book _____ of Deeds at page _____.

SECOND: That Grantor has constructed on the parcel of land described above a project known as _____, according to the plans attached hereto as Exhibit "A" which were approved by the Planning Board of the City of _____, State of _____, on the _____ day of _____, 19____, and which are made a part hereof.

THIRD: That the said project consists of a basement, a ground floor and _____ upper floors. The ground floor will be used for commercial facilities, *** or other common purposes. The _____ upper floors consist of individual apartments all for residential purposes. The _____ upper floors are all capable of individual utilization on account of having their own exit to a common area and facility of the project, and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, hereinafter referred to as "family unit", and also an undivided interest in the general and/or restricted common areas and facilities of the project, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities", all of the above in accordance with ****

- * Form of deed should conform with statutory requirements of jurisdiction where property is located. Enabling Declaration, FHA Form No. 3276-A, may be used in lieu of Master Deed where local law permits.
- ** Insert metes and bounds description of land upon which the project is constructed.
- *** Approval for commercial facilities must be obtained from FHA.
- **** Identify the state law establishing apartment ownership.

FOURTH: That the aforesaid project has a total building area of _____ square feet, of which _____ square feet, will constitute family units, and _____ square feet will constitute general and/or restricted common areas and facilities.

FIFTH: That the family units and common areas and facilities of the project will be as follows:

1. Family Units - Upper Floors: In each of the _____ upper floors there are _____ family units. The said family units will be numbered consecutively from one to _____ on each floor. These numbers will be preceded by the tenth which corresponds to each floor to wit: those of the first floor will bear the numbers "101", "102", et cetera; those of the second floor the numbers "201", "202", et cetera; and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such family units will be referred to as Family Unit Type Number One, Family Unit Type Number Two, et cetera, respectively.

Each family unit is equipped with *

The family units are described hereinbelow. The measures of the family unit include all of the outside walls and one half of the block partitions but exclude bearing walls.

(a) **Family Unit Type Number One:** It is a rectangular shaped apartment measuring _____ feet long and _____ feet wide, making a total area of _____ square feet, as specifically shown in Exhibit A of this Deed. Its boundaries are as follows: **

has access to the corridor of the respective floor.

Its main door

The family unit consists of the following rooms: a hall of _____ square feet, a living room of _____ square feet, a dining room of _____ square feet, a kitchen of _____ square feet, which includes the sink, a _____ gas range, model _____ color _____; _____ bedrooms of _____ square feet, bathroom of _____ square feet. In addition, the family unit has a balcony facing _____ Street of _____ square feet. *** (A description of each type of family unit should follow as items (b), (c), (d), etc.).

2. Common Areas and Facilities:

(a) The parcel of land described in Paragraph First of this Deed.

(b) A basement as shown in Exhibit A attached hereto and consisting of _____ square feet.

- * Describe air conditioning units, if any, and other equipment which is attached to or is a part of realty of the family unit.
- ** Conform boundary description to actual facts.
- *** Conform description of rooms to actual facts. Material above is for guidance only.

(c) The following facilities located in the basement: *

- (d) Parking facilities as shown in Exhibit A attached hereto and consisting of _____ square feet.
 (e) The ground floor as shown in Exhibit A attached and consisting of _____ square feet.
 (f) The following facilities located in the ground floor:

(1) Commercial areas and facilities as shown in Exhibit A attached hereto, consisting of _____ square feet and described as follows: **

(2) A lobby and facilities as shown in Exhibit A attached hereto, consisting of _____ square feet, and described as follows: ***

(3) _____ . ****
 (g) The following facilities located throughout the project and as shown in Exhibit A, attached hereto:

- (1) _____ elevators.
- (2) An elevator shaft of _____ square feet, for the _____ elevators extending from the ground floor up to the _____ floor.
- (3) A stairway, referred to in this Deed as stairway "A", of _____ square feet, which leads from the ground floor to the roof of the project.
- (4) A stairway, referred to in this Deed as stairway "B", of _____ square feet which leads from the open court to the _____ upper floor.
- (5) A flue extending from the incinerator in the basement to the roof of the project. The said flue will have a hopper door in each one of the _____ upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the _____ upper floors.
- (6) Water tank located on the roof of the project.
- (7) Elevator penthouse with corresponding elevator equipment located on the roof of the project.
- (8) Plumbing network throughout the project.

- * Describe in detail the items located in the basement.
 ** Describe in detail the commercial areas and facilities.
 *** Describe in detail the lobby and its facilities.
 **** Include any other areas, rooms, etc. not mentioned above.

- (9) Electric and telephone wiring network throughout the project.
 (10) Necessary light, telephone and water public connections.
 (11) The foundations and main walls of the project as described in the plans which form part of this Deed as Exhibit "A" hereof. *

(h) The following facilities located in each one of the _____ upper floors and as shown in Exhibit A, attached hereto, are restricted common areas and facilities restricted to the family units of each respective floor:

- (1) A lobby which gives access to the _____ elevators, to the family unit, to the janitor's room, _____ to the corridor and to Stairway "A".
 (2) A room for the use of the janitor.
 (3) A corridor extending from the lobby to stairway "B". **

SIXTH:

(a) That the title and interest of each owner of a family unit in the general common areas and facilities listed under letters (a) through (g) of subparagraph Two (2) of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Owners of the _____ Condominium is based on the proportionate value of each family unit to the total value of all family units as follows:

Family Unit Type Number One:

_____ percent based on a value of \$ _____ *** for this apartment and a total value of \$ _____ *** for all family units. (Here follows the proportionate value of Family Unit Type Number Two through Family Unit Type Number _____ .)

(b) That the title and interest of each owner of the family units located on each of the _____ upper floors in the restricted common areas and facilities located in the respective floor and listed under letter (h) of said subparagraph Two (2) of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said restricted common areas and facilities, as well as the proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Owners of the _____ Condominium is based on the proportionate value of each family unit to the total value of all family units located on its respective floor, as follows:

Family Unit Type Number One:

_____ percent

(Here follows the title and interest of the family unit owners of Family Units Type Number Two through Family Units Type Number _____, in the restricted common areas and facilities located in their respective floors.)

(c) The proportionate representation for voting purposes provided in (a) and (b) hereof may be limited in accordance with the provisions of the by-laws attached hereto as Exhibit "B"

- * Conform description of facilities located throughout the building to actual facts. Material above is for guidance only.
- ** Conform description of restricted common areas and facilities to actual facts. Material above is for guidance only.
- *** Value to correspond to FHA appraised value.

SEVENTH: That the administration of _____ Condominium consisting as aforesaid of the project and parcel of land described in paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the By-Laws which are made a part of this Deed and are attached hereto as Exhibit B, and shall be subject to the terms of a Regulatory Agreement executed by the Association of Owners and the Commissioner of the Federal Housing Administration which is made a part hereof and is attached as Exhibit C.

EIGHTH: That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of *

so that the family units of the _____ upper floors may be conveyed and recorded as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the project, each family unit owner having an exclusive and particular right over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH: That for the purposes of the recording fees to be imposed on the recordation of this Deed in the Book of Deeds, the value of the _____ Condominium is distributed as follows:

- (a) Parcel of land described in Paragraph "FIRST" hereof is valued at _____ Dollars. **
- (b) The project described in Paragraphs "SECOND" and "THIRD" hereof is valued at _____ Dollars. **

TENTH: That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of the Deed and of the Exhibits "A", "B" and "C" attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Association with respect to assurances against latent defects in the project or other rights assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division.

TWELFTH: That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all of the owners expressed in amendment to this deed duly recorded.

THIRTEENTH: That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each owner shall comply with the provisions of this Deed, the By-Laws, decisions and resolutions of the Association of Owners or its representative, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

- * Identify the state law establishing apartment ownership.
 ** Value to correspond to FHA appraised value.

FIFTEENTH: That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly recorded instruments.

SIXTEENTH: That no owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH: That all present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the project or the mere act of occupancy of any of said units shall signify that the provisions of this Deed are accepted and ratified.

The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws and Regulatory Agreement attached hereto.

EIGHTEENTH: That if the property subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by _____.

NINETEENTH: That, where a mortgagee or other purchaser of a family unit obtains title by reason of foreclosure of a mortgage covering a unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.**

TWENTIETH: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

TWENTY-FIRST: That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY-SECOND: That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and used solely for the payment of the blanket property insurance premiums as such premiums become due.

**EXECUTION AND ACKNOWLEDGEMENT AS
REQUIRED BY STATE STATUTE**

- * Insert applicable statutory reference; or in the absence of statute, insert the following: "an agreement approved by _____ % of the votes".
- ** This provision is to be included in all Plans of Apartment Ownership where local law permits. Where more express provisions are required, items "J" and "K" of the "Enabling Declaration", FHA Form No. 3276-A, may be used in lieu of this paragraph.