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MASTER DEED

OF THE

OLD SCHOOL COMMONS CONDOMINIUM

Return TO:
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Springfield, MA 01103

MASTER DEED
OF THE
OLD SCHOOL COMMONS CONDOMINIUM

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OLD SCHOOL COMMONS CONDOMINIUM TRUST

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MASTER DEED
OF THE
OLD SCHOOL COMMONS CONDOMINIUM

EMERALD CITY PARTNERS, LLC, a Massachusetts Limited Liability Company organized and operating under the laws of the Commonwealth of Massachusetts with offices located at 77 Mill Street, Suite 320, Westfield, Hampden County, Massachusetts, 01085-4598, being the sole owner of a certain parcel of land located at 17, 25, and 35 New South Street, Northampton, Hampshire County, Massachusetts, 01060, more particularly bounded and described as set forth in SCHEDULE A annexed hereto and incorporated by reference herein, does hereby, by duly executing and recording this Master Deed declare the same to be a Condominium.

ARTICLE I
SUBMISSION OF THE PROPERTY

Section 1.1 Submission of the Property. EMERALD CITY PARTNERS, LLC, the Declarant, hereby submits said land, together with the buildings and improvements thereon, and those to be constructed thereon, and all easements, rights, and appurtenances belonging thereto (hereinafter referred to as the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a Condominium to be governed by and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts as they now exist, and as they may hereinafter be amended.

ARTICLE II
DEFINITIONS

Section 2.1 Incorporation of Definitions Contained in the Act. There shall be incorporated by reference herein the meanings and definitions of all terms and expressions set forth in Section 1 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts,

and the use of such terms and expressions shall be interpreted in accordance with said meanings and definitions contained therein.

Section 2.2 Additional Definitions. The following other words and phrases shall have the meanings herein ascribed to them:

(a) Appurtenant Interest: (1) the undivided interest of a Unit Owner in the Common Area conveyed with a Unit; (2) the interest of a Unit Owner in any Units acquired by the Trust or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (3) the interest of a Unit Owner in any other right, right of membership, claim, cause of action, or asset of the Condominium or the Trust; and (4) the undivided interest of a Unit Owner in the Limited Common Areas conveyed with a Unit.

(b) Building: A completed structure or structures containing one or more Units and comprising a part of the Property as further defined by Article VI of this Master Deed.

(c) Bylaws: That portion of the Declaration of Trust as set forth in Article V of the OLD SCHOOL COMMONS CONDOMINIUM TRUST.

(d) Charges: Common Charges and Special Charges, each of which is defined as follows:

(1) Common Charges: The charges assessed against Units for their share of Common Expenses, as provided by the Bylaws.

(2) Special Charges: Fines, penalties, interest charges, liquidated charges established by the Bylaws, late charges, user fees, reimbursement for damage caused by Unit Owners as established by the Bylaws, Special Service fees charged by the Trust to specific Unit Owners, and all charges for expenses of the Trust which are not Common Expenses, but which are attributable to a specific Unit or Units or Limited Common Area appurtenant to said Unit or Units and designated by the Trustees as Special Charges.

(e) Common Area: That portion of the Condominium as defined in Chapter 183A, Section 1 of the General Laws of Massachusetts other than the Units and Limited Common Area as described in Articles VII and VIII contained herein.

(f) Common Elements: All portions of the Condominium other than the Units.

(g) Common Profits: The balance of all income, rents, profits, and revenues from the Common Charges remaining after the deduction of Common Expenses.

(h) Condominium: That portion of the Property submitted to the Condominium Act by the recordation of Condominium Instruments pursuant to the provisions of the Act.

(i) Condominium Act (or the Act): Chapter 183A of the Massachusetts General Laws as the same may from time to time be amended.

(j) Condominium Instruments: The Master Deed, Declaration of Trust, Rules and Regulations, Site Plans, Survey Maps, and Building and Unit Plans recorded and filed pursuant to the provisions of the Condominium Act. Any exhibit, schedule, or certification accompanying a Condominium Instrument recorded or filed simultaneously therewith shall be deemed an integral part of that Condominium Instrument. To the extent permitted by law, any amendment or certification of any Condominium Instrument shall, from time to time by the recordation or filing of such amendment or certification, be deemed an integral part of the affected Condominium Instrument, whether or not such amendment or certification was made in accordance with the provisions of the Condominium Act.

(k) Declarant: EMERALD CITY PARTNERS, LLC, a Massachusetts Limited Liability Company duly organized and operating under the laws of the Commonwealth of Massachusetts with a usual place of business at 77 Mill Street, Suite 320, Westfield, Hampden County, Massachusetts, 01085-4598, or its successor.

(l) Declaration of Trust: The document filed herewith together with any subsequent amendments hereinafter filed in the Hampshire County Registry of Deeds, which establish and regulate the organization of Unit Owners known as the OLD SCHOOL COMMONS CONDOMINIUM TRUST.

(m) Declarant's Rights: The rights reserved by the Declarant as set forth in Article XX hereof.

(n) Expenses: Common Expenses and Special Expenses, each of which is separately defined as follows:

(1) Common Expenses: (i) Expenses of administration, maintenance, repair or replacement of the Common Elements; (ii) Expenses declared to be Common Expenses by the Condominium Instruments or by the Condominium Act; (iii) Expenses agreed upon by the Trustees to be Common Expenses; (iv) Reasonable reserves, held by the Trust, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Trust.

(2) Special Expenses: Expenses for special services, expenses attributable to a specific Unit or Units that are not Common Expenses, and expenses for administration, maintenance, repair or replacement of the Limited Common Areas that the Condominium Instruments exclude from Common Expenses.

(o) Improvements: Any construction or facilities existing or to be constructed on the Land now or hereafter included in the Condominium, including but not limited to Buildings, paving, parking areas, roadways, walkways, recreational facilities, utility wires, pipes and light poles.

(p) Land: The real property described in SCHEDULE A and SCHEDULE B of this Master Deed.

(q) Limited Common Areas: Those areas designated in this Master Deed as reserved for the exclusive use of one or more, but fewer than all Units. Each Unit having exclusive use of such an area shall have an easement over any Common Area which provides access thereto, which easement shall constitute part of said Unit.

(r) Majority or Majority of Unit Owners or Mortgagees: The owners of more than 50% of the Voting Power in the Trust, which shall be equal to the percentage in aggregate interest of

the undivided ownership of the Common Elements shown on SCHEDULE C. Any specified percentage, portion or fraction of Unit Owners, or of mortgagees, unless otherwise stated in the Condominium Instruments, means such percentage, portion or fraction in the aggregate of such Voting Power.

(s) Manager: A Person that may be employed or engaged to perform management services for the Condominium Trust.

(t) Master Deed: This document as amended from time to time.

(u) Person: An individual, limited liability company, corporation, partnership, trust, trustee, business trust, estate, association, joint venture, government, government sub-division or agency, or other legal entity, or any combination thereof, capable of holding an interest in real property.

(v) Phase: A portion of the Property which has been or is contemplated to be submitted by the Declarant to the provisions of the Condominium Act by recordation of the Master Deed or any amendment thereto, thereby establishing the Condominium, or becoming a part thereof.

(w) Plans: The Site Plans, Building Plans and as-built Unit Plans of the Condominium referred to herein and as from time to time amended or supplemented.

(x) Property: The Land, all Buildings, all Improvements and structures thereon, and all easements, rights and appurtenances benefitting or burdening said Land, which have been or are intended to be submitted to the provisions of the Condominium Act by this Master Deed or any amendment hereto.

(y) Rules and Regulations: Provisions governing the use of Units and Common Elements and the conduct of Persons within the Condominium, contained within or subsequently promulgated by the Trustees pursuant to the Declaration of Trust.

(z) Single Family Residence: A single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and

dining area, with no more overnight occupants than two (2) per bedroom as designated on the Plans on file with the Building Inspector of the City of Northampton.

(aa) Special Services: Work, material, or services provided or performed by the Trust for specific Unit Owners for the benefit of specific Units or classes or groups of Units, other than the services described in the Condominium Instruments to be provided to all Units, whether upon request, on an emergency basis or pursuant to the Declaration of Trust, or which are designated as Special Services by the Trustees.

(bb) Trust: The OLD SCHOOL COMMONS CONDOMINIUM TRUST, a Massachusetts Business Trust organized under Section 10 of Chapter 183A of the laws of the Commonwealth of Massachusetts. It is the organization of Unit Owners acting as a group in accordance with the Declaration of Trust recorded herewith, and as further defined in Article IV hereof.

(cc) Trustees: The natural persons designated by the Declarant or elected under the terms of the OLD SCHOOL COMMONS CONDOMINIUM TRUST by the Unit Owners to direct the operation of the Condominium.

(dd) Unit: That physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article VII of this Master Deed.

(ee) Unit Owner: The Declarant or Person or Persons owning a Unit and an undivided interest in Common Elements specified and established in this Master Deed, or the heirs, executors, administrators, successors and assigns of the Declarant or such Person or Persons, or a mortgagee or lien holder holding both legal and equitable title to the Unit.

(ff) Voting Power: The entire group of Unit Owners or their representatives, as determined in accordance with the terms of the Declaration of Trust, entitled to cast votes on any matter requiring the consent, approval, or ratification of the Unit Owners.

ARTICLE III
NAME OF THE CONDOMINIUM

Section 3.1 Name of the Condominium. The Condominium is to be named the OLD SCHOOL COMMONS CONDOMINIUM.

ARTICLE IV
THE CONDOMINIUM TRUST

Section 4.1 The Condominium Trust. A Declaration of Trust entitled the OLD SCHOOL COMMONS CONDOMINIUM TRUST has been formed and is to be recorded herewith, through which the Unit Owners will manage and regulate the Condominium. The Declaration of Trust contains the Bylaws and Rules and Regulations of the Condominium in accordance with and pursuant to Chapter 183A of the General Laws of the Commonwealth of Massachusetts. The names and addresses of the initial Trustees of the Condominium Trust are as follows:

Cassandra L. Allen
4333 Dayton Avenue, North, Apt. 4
Seattle, WA 98103

Amanda J. Allen
7023 27th Street, N.W.
Seattle, WA 98117

ARTICLE V
DESCRIPTION OF THE LAND

Section 5.1 Description of the Land. The entire Condominium is situated in the City of Northampton, Massachusetts. A legal description of the Land included in the Condominium is set forth in SCHEDULE A annexed hereto and incorporated by reference herein. A legal description of the Additional Land which may be added to the Condominium in subsequent Phases pursuant to the exercise by the Declarant of its Declarant's Rights Reserved is set forth in SCHEDULE B also annexed hereto and incorporated by reference herein.

ARTICLE VI

DESCRIPTION OF THE BUILDINGS AND THE NUMBER OF UNITS

Section 6.1 Description of the Buildings and the Number of Units. The Buildings and individual Units in the Condominium shall be only those as set forth in SCHEDULE C and on the Site Plan to be recorded herewith by the Declarant. The Declarant reserves the right to create additional Buildings containing additional Units in subsequent Phases as set forth in SCHEDULE D. At the completion of all contemplated Phases of the Condominium there are to be Three (3) Buildings on the site, One (1) of which contains Forty-four (44) Residential Condominium Units, One (1) of which contains Ten (10) Residential Condominium Units and 6 Commercial Condominium Units, and One (1) of which contains 0 Residential Condominium Units and 20 Commercial Condominium Units. The Buildings are of a traditional style, one of which is five (5) stories in height, one of which is four (4) stories in height, and one of which is three (3) stories in height, and has wood frame construction on concrete or cinder block foundations, with brick veneer exterior walls and slate shingled roofs.

ARTICLE VII

DESCRIPTION OF THE INDIVIDUAL UNITS AND THEIR BOUNDARIES

Section 7.1 General Description. The owner of a Condominium Unit has the exclusive right to occupy the space within his or her Unit as further defined below, and a right to occupy in common with the other Unit Owners an undivided share of the Common Area of the Condominium. Additionally, certain Unit Owners acquire by the Unit Deed an easement granting said Unit Owners exclusive rights of occupancy of certain other areas of the Condominium defined as Limited Common Areas appurtenant to the Unit conveyed. The designation of each Unit in the Condominium, its location, and its proportionate interest in the Common Elements is as set forth in SCHEDULE C for all Units and Phases that have been declared. The designation of each Unit upon completion of all contemplated Phases, its location, and its proportionate interest in the Common Elements is as set forth in SCHEDULE D. The layout of each Unit declared and the location of the rooms therein is as shown on the Building Plans recorded herewith, entitled "Floor Plan of 35 New South Street, Northampton, MA – Old School Commons Condominiums" as drawn by Carlson & Schmitt Architects, Inc.* and those which may hereafter be recorded by the Declarant, and the as - built Unit Plans to be recorded with each Unit Deed.

* as exhibit E, attached

Section 7.2 Unit Boundaries. The boundaries of an individual Unit created by this Master Deed are as shown on the Building Plans and the as-built Unit Plans and are generally described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the finished lower surfaces of the ceiling sheetrock surfaces, skylights, and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the finished upper surfaces of the lower floor of each section of the Unit, extended to an intersection with the vertical perimeter boundaries.

(c) Vertical Perimeter Boundaries: The planes defined by the interior surfaces of the sheetrock perimeter walls; the finished inner surfaces of brick or poured concrete walls; the finished inner surfaces of the cabinets, interior trim, fireplaces, and thresholds along perimeter walls and floors; the finished inner surfaces of closed windows and closed perimeter doors; and the innermost finished planes of all interior walls, columns, partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Section 7.2(a), (b), and (c) above, and shall also include the spaces and the Improvements within such spaces containing any space heating, water heating and air conditioning apparatus and all electrical switches, wiring, pipes, ducts, conduits, and television, telephone, electrical receptacles, light fixtures and boxes serving that Unit exclusively. Any basements, garages, or carports conveyed by the Unit deed or contained within the Unit boundaries as described in Section 7.2(a), (b), and (c) above and as shown on the Plans, are a part of the Unit.

(e) Exclusions: Except when specifically included by other provisions of Section 7.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Section 7.2(a), (b), and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall, partition, basement or other portion of a Unit for the purpose of furnishing utility and similar services to other Units and Common Elements of the Condominium.

(f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition shall control.

ARTICLE VIII
DESCRIPTION OF THE COMMON ELEMENTS

Section 8.1 Description of the Common Elements. The Common Elements are all portions of the Condominium other than the Units. They shall consist of the Common Area and various Limited Common Areas which are described as follows:

(a) Common Area: The Common Area is defined as those portions of the Condominium to which all Unit Owners have the nonexclusive right of usage. The Common Area shall include, without limitation, the following:

- (1) The exterior steps to each building, patio areas serving more than one (1) Unit, together with any walks leading thereto, subject to the rights of individual Unit Owners in any individual patios and steps serving any one (1) Unit as Limited Common Areas.
- (2) Those portions of each Building not included within the boundaries of the Units contained therein (except the windows, doors, and certain portions of the window and door frames) including the elevators, stairwells, hallways, entryways, foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs, gutters, drainage downspouts and other elements attached to said Buildings but not included in the Units.
- (3) All conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, air, gas, and all sewer and drainage pipes, sewer disposal systems owned by the Declarant and located outside of the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained; as to sewage and utility conduits, lines, pipes, and wires situated on the premises but not owned by the Declarant, the right and easement to use the same shall be included as part of the Common Elements.

(4) The land and any recreational facilities on the premises of the Condominium, lawns, gardens, roads, walks, pathways, parking and other improved areas not within the Units as may be included within the Condominium.

(5) All other items other than the Units, defined as the Common Area under Massachusetts General Laws, Chapter 183A and located on the Property.

(b) Limited Common Areas: The following portions of the Common Elements are Limited Common Areas assigned to the Units as stated:

(1) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Area allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Area is a part of the Common Area.

(2) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit.

(3) Stoops and steps at the entrances to each Building other than at Main entrances, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(4) Parking spaces, garages, or carports, the use of which is limited to the Units to which they are assigned as shown on the Survey and/or Plans, if any.

(5) Air conditioning components serving only one Unit, the use of which is limited to that Unit.

(c) Subsequent Allocation of Limited Common Areas: Except to the extent now or hereafter reserved by the Declarant as a Reserved Right, no portion of the Common Area will be

subsequently reallocated by the Declarant as a Limited Common Area, with the exception of the assigning of parking spaces, garages, or carports.

Section 8.2 Determination of Undivided Interests in the Common Elements. The owner of each Unit in the Condominium shall be entitled to the undivided interest in the Common Elements of the Condominium as set forth in SCHEDULE C annexed hereto and incorporated by reference herein. At all times the total undivided interest in the Common Elements held by the Declarant or its successors in interest and all individual Unit Owners of the Condominium shall equal ONE (1). The undivided interests as set forth in SCHEDULE C annexed hereto are based upon the Land submitted as set forth in SCHEDULE A and all Buildings and Improvements constructed or to be constructed thereon. The undivided interests of all proposed Units at the point of completion of all contemplated Phases are as set forth in SCHEDULE D annexed hereto and incorporated by reference herein. Upon the addition to the Condominium of any subsequent Phase, the undivided interest of each Unit shall decrease proportionately to that interest shown in the amended SCHEDULE C so as to maintain the necessary total ownership of the Condominium at all times equal to ONE (1). The undivided interests of the respective Units in the Common Elements as set forth in SCHEDULE C and SCHEDULE D have been determined upon the basis of the appropriate relation which the fair market value of each Unit built or contemplated to be built on the date hereof bears to the aggregate fair market value of all said Units presently in the Condominium (SCHEDULE C) and all Units contemplated to be added to the Condominium subsequent hereto (SCHEDULE D).

Section 8.3 Regulation of the Common Elements. Use of Common Elements shall be subject to the provisions of the Condominium Trust and the Rules and Regulations promulgated pursuant thereto, and shall be subject to assignment to the exclusive use of particular Unit Owners as Limited Common Areas as provided herein.

ARTICLE IX
BUILDING AND UNIT PLANS

Section 9.1 Building and Unit Plans. Simultaneously with the recording hereof, and from time to time hereafter, there will be recorded a set of Building Plans showing the Units in each Building and showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the Buildings, and bearing the verified statement of a registered architect or engineer certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. The initial Building Plans are drawn by Carlson & Schmitt Architects, Inc..

At the time each Unit Deed is delivered by the Declarant to each Unit Owner, there will be recorded an as-built Plan of the Unit so conveyed. From time to time thereafter, as additional Buildings are constructed, and conveyance of the Units in those Buildings is sought by the Declarant, the Declarant will in accordance with the provisions of Massachusetts General Laws Chapter 183A and as required by this Master Deed, file additional Plans for each completed Building and each respective Unit contained therein.

ARTICLE X

PURPOSES AND RESTRICTIONS ON USE OF THE UNITS

Section 10.1 Purposes. The purposes for which the individual Units are intended to be used are as follows:

(a) Subject to Declarant's Rights as set forth in Article XX hereof, the individual Units are restricted to Single Family Residential use or Commercial use. No Unit may be used except as a Single Family Residence or Commercial Use for the Owner thereof, or their lessees as hereinafter provided and the members of their immediate families. Single family use shall include home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage requirements. Commercial use shall include all commercial uses permitted at the Property by the zoning by-laws of the City of Northampton and the Rules and Regulations promulgated by the Trustees except any providing for occupation or habitation of the Unit used as a hotel, motel, rest home, medical facility, psychiatric facility, or residential recovery facility.

(b) The garages are intended solely for the noncommercial storage and use as parking space for noncommercial motor vehicles and for miscellaneous household storage.

Section 10.2 Restrictions. The uses of the individual Units of the Condominium are restricted as follows:

(a) Architectural Integrity: The architectural and structural integrity of the Buildings and Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing except as approved by the Declarant or the Trustees, no awning, screen, antenna, sign, banner, or other device, and no exterior or structural change, addition, projection, decoration, or other feature, shall be erected, placed upon, or attached to any such Unit or any part thereof; no addition to change or replacement (except so far as is practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part of the surface of any Unit nor on the interior surface of any window, however the foregoing shall not restrict the rights of Unit Owners to otherwise decorate the interiors of their Units as they may so desire.

(b) Pets: No Unit Owner or guest of a Unit Owner, shall have on the premises any pets of any kind, at any time.

(c) Personalty: No Unit Owner shall allow items of his or her personal property to remain on or in the Common Areas or Limited Common Areas appurtenant to his/her Unit when not in use by the Unit Owner or a member of the Owner's immediate family. As an exception thereto, any Unit Owner is permitted to leave patio furniture, grills, and other appropriate patio furnishings on his/her patio within the confines of the Limited Common Area to which he/she has been granted an easement by this Master Deed or the Unit Deed. The regulation of the use of personalty in the Common Area is within the exclusive control of and subject to the restrictions and Rules and Regulations promulgated under the terms of the Condominium Trust.

(d) Compliance: No Unit shall be maintained in a manner contrary to or inconsistent with the OLD SCHOOL COMMONS CONDOMINIUM TRUST, and the Rules and Regulations promulgated pursuant thereto, and any and all other rules, regulations, and restrictions found in this Master Deed.

ARTICLE XI

EXPENSES AND CHARGES, LIENS FOR SPECIAL CHARGES

Section 11.1 Common Expenses. Funds for payment of ordinary and necessary common expenses, creation of reserves for payment of future expenses and expenses of certain Improvements, replacements and additions to the extent said expenses are attributable to the Common Area, and administration of the Condominium and the Trust shall be Common Expenses and shall be obtained by assessment against all Unit Owners as Common Charges in proportion to their undivided interests in the Common Elements. Common Charges shall be due monthly on the first day of each month or as otherwise determined by the Trustees. There shall be a lien for unpaid Common Charges as set forth and enforceable as provided in Chapter 183A Section 6.

Section 11.2 Special Expenses. Special expenses shall include those expenses associated with the maintenance, repair or replacement of Limited Common Areas. Funds for the payment of these expenses shall be obtained by assessment of Special Charges against the Unit Owner or Owners to whom they are attributable. Special Charges shall be due and payable within thirty (30) days of presentation by the Trustees to the Unit Owner or Owners of a bill itemizing these expenses. If Special Charges are unpaid, they shall constitute a lien against the Unit in favor of the Trust for the benefit of all the Unit Owners and shall be a continuing lien upon the Unit against which such Special Charge is assessed, which lien shall exist from the date of such assessment until paid. Such liens shall be enforced as a deed restriction against the Unit pursuant to Chapter 184, Sections 26 et seq. of the Massachusetts General Laws. The lien shall bind such Unit in the hands of the Unit Owner, his/her successors, heirs, devisee, personal representatives, and assigns and shall exist from the due date of the assessment; and it is further provided that (a) a mortgagee or purchaser at a foreclosure sale shall be liable for, and such Unit or Units shall be subject to, a lien for payment of Special Charges assessed prior to foreclosure, except as limited by law, (b) said Unit Owner or his/her heirs, successors, devisee, personal representatives or assigns who acquire such Unit or Units and obtain a certificate of payment of assessments pursuant to Sections 5.4(3) and 5.4(11) of the Declaration of Trust shall not be liable for any unpaid amount in excess of the amount set forth therein, (c) the lien shall be junior to any lien for Common Charges and any lien senior to the lien for Common Charges, and (d) if there is more than one lien for special Charges on the same Unit, all such liens for Special Charges shall be of equal priority. The proceeds of assessments for Special Charges may be commingled with

other funds held by the Trust, but shall be accounted for separately from Common Charges on a Unit-by-Unit basis and shall not constitute common profits, except to the extent Special Charges represent fines, penalties, or liquidated Special Charges imposed against individual Unit Owners for breach of the Trust Rules and Regulations, or interest and late charges attributable to delinquent payment of charges. Any proceeds of assessments for Special Charges remaining after the payment of Special Expenses, except such proceeds as are to be included in Common Profits shall be credited to future Special Charges which may be assessed to a Unit or shall be repaid to the Owner of such Unit at the option of such Unit Owner. Any Common Expense for services provided by the Trust to an individual unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service. Any insurance premium increases attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit. Assessments to pay a judgement against the Trust may be made only against the Units declared to be part of the Condominium at the time the judgement was rendered, in proportion to their then undivided interest in the Common Elements. If any Common Expense is caused by the negligent act or omission of any Unit Owner, the Trust may assess that expense exclusively against that Unit. An expense associated with the maintenance, repair or replacement of air conditioners, patios, decks, detached garages and storage sheds shall be assessed against the Unit or Units to which that Limited Common Area is allocated. If any such Limited Common Area is allocated to more than one Unit, the expenses attributable to the Limited Common Area shall be assessed equally among the Units to which it is allocated. Expenses associated with the maintenance, repair or replacement of all other Limited Common Area shall be assessed against each Unit in accordance with its undivided interest in the Common Elements.

ARTICLE XII
COMMON PROFITS

Section 12.1 Common Profits. Common Profits shall (a) be distributed among Unit Owners according to their undivided interests in the Common Elements, or (b) be credited to their Common Charges in accordance with their undivided interests in the Common Elements, or (c) be used for any other purposes as the Trustees decide.

ARTICLE XIII
AMENDMENT OF THE MASTER DEED

Section 13.1 Amendment of the Master Deed. The Master Deed including the Declarant's Rights as set forth in Article XX hereof may be amended by the Declarant without the consent of the Unit Owners as long as the Declarant has ownership of at least one (1) Condominium Unit, or there remains an additional Phase to be added to the Condominium as contemplated herein, and thereafter, by the vote of a least seventy-five (75%) percent of the Voting Power of the Trust, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Rules and Regulations of the Condominium Trust, or in lieu of a meeting, any resolution as may be adopted in writing signed by Unit Owners constituting seventy-five (75%) percent of the Voting Power of the Trust, unless a larger percentage is required by law. In the event consent to any proposed Amendment of the Master Deed by the Declarant is required by law, the Unit Owners by acceptance of their Unit Deed confer upon the Declarant until the expiration of the Declarant's rights reserved as set forth in Article XX herein, and thereafter upon the Trustees power of attorney and authority to consent on their behalf to any such Amendment.

Section 13.2 Affecting Individual Units. No instrument or amendment which alters the dimensions or boundaries of any Unit shall be of any force or effect unless the same has been signed by the Unit Owner and holder of any recorded first mortgage or purchase money mortgage on the Unit contemplated to be altered thereby.

Section 13.3 Approval by Mortgagees. No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

Section 13.4 Change of Undivided Interests in the Common Elements. No instrument of amendment which alters the amount of the undivided interest of which any Unit is entitled as set forth in SCHEDULE C or SCHEDULE D, except an amendment to include subsequent Phases as provided herein, shall be of any force or effect unless the same has been signed by the Owners of all Units affected or consented to as otherwise provided by law or herein, and is recorded as an Amendment to the Master Deed.

Section 13.5 Inconsistent with Law. No instrument of amendment which alters this Master Deed in any manner rendering it contrary to or inconsistent with any requirement or provision of the Act shall be of any force or effect.

Section 13.6 Special Articles. Article XX of this Master Deed may not be amended without the consent of the Declarant until such time as the Declarant has divested itself of all individual Units in the Condominium or twenty (20) years from the date of this instrument, whichever occurs sooner.

Section 13.7 Recordation of Amendments. Every amendment to this Master Deed shall be recorded within six (6) months of its execution in the Hampshire County Registry of Deeds, and shall be effective only upon recordation.

ARTICLE XIV

POWER OF ATTORNEY TO TRUSTEES

Section 14.1 Power of Attorney to Trustees. By acceptance of a Unit Deed or the exercise of any incidents of ownership, each Unit Owner grants to the persons who shall from time to time constitute the Trustees, an irrevocable Power of Attorney, coupled with an interest (a) to acquire title to or lease any Unit whose owner desires to surrender, sell, or lease the same, or which may be the subject of foreclosure or judicial sale, in the name of the Trust or its designees, corporate or otherwise, on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage, and otherwise deal with any such Unit so acquired; (c) to sublease any Unit leased by the trust; (d) to negotiate and enter into any contracts and agreements, in the name of the Trust, the Trustees, the designee of the foregoing, corporate or otherwise, or the Unit Owners, for the supply of water, electricity, gas, and other utilities and services to the Condominium; and (e) to consent on behalf of the Unit Owners to any Amendment of the Master Deed requiring Unit Owner consent either by law, or by the terms of this Master Deed.

ARTICLE XV

ACQUISITION OF UNITS BY THE CONDOMINIUM TRUST

Section 15.1 Acquisition of Units by the Condominium Trust. If (a) any Unit Owner shall convey to the Condominium Trust his Unit, together with its Appurtenant Interest, or (b) the Trustees shall purchase at a foreclosure or other judicial sale a Unit together with its Appurtenant Interest, or (c) the Trustees shall purchase a Unit, together with its Appurtenant Interest for use by the resident manager, then in any of such events, title to any such Unit, together with its Appurtenant Interest shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. The Lease covering any Unit leased by the Trustees or their designee, corporate or otherwise, shall be held by the Condominium Trust or its designee on behalf of all Unit Owners in proportion to their respective undivided interest in the Common Elements.

ARTICLE XVI

UNITS SUBJECT TO MASTER DEED, UNIT DEED, THE CONDOMINIUM TRUST, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER

Section 16.1 Units Subject to Condominium Instruments and Unit Deed. All of the Units and the present and future Owners of such Units of the Condominium, their tenants, mortgagees and occupants shall be subject to the provisions of this Master Deed, the Unit Deed and the Declaration of Trust, as may be adopted or amended from time to time. The acceptance of a Deed or Mortgage Deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed and the Declaration of Trust as may be adopted or amended from time to time, are accepted and ratified by such Owner, and all such provisions shall be deemed and taken to be covenants running with the land, binding upon any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at great length in each and every Deed, and binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee, or occupant of each such Unit.

Section 16.2 Promulgation of Rules and Regulations. The Trustees may promulgate Rules and Regulations from time to time regarding the use and occupancy of the Units, the Common Area, and Limited Common Areas, and the activities of the occupants therein.

ARTICLE XVII
TERMINATION

Section 17.1 Procedures for Removal from the Act. The Unit Owners may remove the Property from the provisions of the Act and the Condominium Instruments by recordation of an instrument to that effect containing the signatures of ninety (90%) percent of the Unit Owners, provided the holders of all mortgages affecting any of the Units consent or agree that their mortgages be transferred to an undivided interest in the Property and evidence said consent or agreement by recorded instrument.

Section 17.2 Tenants in Common After Removal. Upon the removal of the Property from the provisions of the Condominium Act and the Condominium Instruments, the Unit Owners shall be deemed to own the Property as Tenants in Common, with undivided interests in the same proportion as the undivided interests in the Common Elements previously owned by each such Owner.

Section 17.3 Resubmission. The removal of the Property provided for in this Article shall not bar subsequent resubmission of the Property to the provisions of the Condominium Act.

ARTICLE XVIII ENCROACHMENTS

Section 18.1 General Easement. If any Unit now or hereafter encroaches upon any other Unit or upon a portion of the Common Elements, or if any portion of the Common Elements now or hereafter encroaches upon any Unit as a result of the settling or construction of a Building, or a Unit therein, a valid easement shall exist for encroachment and for the maintenance of the same so long as the Building and/or the Unit exists.

Section 18.2 Reconstruction. If any part of the Condominium is partially or totally destroyed as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings, and is then reconstructed as authorized by the Condominium Act, encroachment of any Unit on any Common Elements due to such reconstruction shall be permitted, and a valid easement for such encroachment and its maintenance shall exist so long as the Building stands.

Section 18.3 Easement for Service Facilities. Each Unit Owner shall have an easement in common with all other Unit Owners for access to and use all pipes, wires, ducts, cables, conduits, utility lines, columns, supporting and sheltering structural members, and other like

facilities located in any of the other Units or in the Common Area and serving his Unit. Each Unit and the Common Area shall be subject to an easement in favor of other Unit Owners for access to and use of the pipes, ducts, cables, wires, flues, conduits, utility lines, sewer lines, and other facilities serving other Units or the Common Area and located in each such Unit. In addition, each Unit shall be subject to and shall have such easements of support and shelter from and over such other Units and the Common Area as may be necessary for the quiet enjoyment of such Unit. If such access rights must be exercised for the purpose of repair or replacement, then the expense therefore shall either be assessed as a Special Charge or Common Charge in accordance with the Condominium Instruments. All Limited Common Areas shall be subject to an easement in favor of each Unit to which they are appurtenant for purposes of reasonable access to portions of such unit or the appurtenances thereof where reasonable access exists only by passing through the Common Area or Limited Common Areas. The Trustees shall have the right of reasonable access to each Unit and the Limited Common Areas appurtenant thereto or elsewhere in the Building to inspect, maintain, repair or replace the foregoing fixtures.

ARTICLE XIX

NO SEVERANCE OF OWNERSHIP

Section 19.1 General. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer, or other disposition Unit to which such interests are appurtenant, or as part of a sale, transfer or such other disposition of such part of the Appurtenant Interests of all Units, as provided by the Condominium Act.

Section 19.2 Time-Sharing Plan. No interest in a Unit or possessory right to a Unit may be conveyed under a time-sharing or other similar plan.

ARTICLE XX

DECLARANT'S RIGHTS RESERVED

Section 20.1 Models. As long as the Declarant is a Unit Owner, or owns Additional Land as defined herein, the Declarant and its duly authorized agents, representatives and employees may maintain model Units and/or sales offices in any Unit or Units or in other structures or vehicles owned by the Declarant, or elsewhere within the Common Area of the Condominium. The Declarant reserves the right to remove all fixtures, equipment, furnishings, materials, and supplies used in connection with such sales offices and/or model Units.

Section 20.2 Construction; Declarant's Easements. The Declarant reserves the right to perform such warranty work, repairs and construction work, and to store materials in secure areas in Units in Common Elements as required in the development, marketing, and management during such development, or as may be required by law, or pursuant to a contractual agreement between the Declarant and a Contract purchaser of a Unit or a Unit Owner, or as the Declarant may deem necessary to make the Improvements conform to the Condominium Instruments. The Declarant shall have the right to control all such work and repairs, and the right of access thereto. Until completion of the Condominium, all such work may be performed by the Declarant without the consent or approval Trustees or Unit Owners. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising the Declarant's Rights, whether arising under the Act or reserved in this Master Deed.

Section 20.3 Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units and to conduct general sales activities in such manner as will not unreasonably disturb the rights of Unit Owners.

Section 20.4 Actions Detrimental to Sales. So long as the Declarant owns one Unit or Additional Land as defined herein, for sale in the ordinary course of business, no action may be taken by the Trust or any Unit Owner that would be detrimental to the sales of Units by the Declarant without written agreement thereto by the Declarant; provided that an increase in assessments for Common Expenses or imposition of any Special Assessment without discrimination against the Declarant shall not be deemed to be detrimental to the sale of Units.

Section 20.5 Management Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been purchased or otherwise acquired by the Trust. The Declarant

reserves the right to remove from the Property any and all goods and improvements used in development, marketing, maintenance and construction, whether or not they have become fixtures.

Section 20.6 Further Rights Reserved. The Declarant reserves the following additional rights:

(a) The right, but not the obligation, to add all or any portion of the Additional Land as set forth in SCHEDULE B, including any Improvements thereon, to the Condominium at such time or times and in such portions as the Declarant, in its sole discretion shall determine;

(b) The right, but not the obligation, to create combine, delete or re-define boundaries of Units, Common Elements and Limited Common Areas in accordance with SCHEDULE D in the locations shown as "Additional Land of Declarant" listed on SCHEDULE B and shown on the Site Plans at such time or times and in such portions as the Declarant, in its sole discretion shall determine; however, the Declarant may not create more than 56 Residential Condominium Units and 26 Commercial Condominium Units under this Master Deed and any amendment hereto.

(c) The right to reserve additional development rights pursuant to the Act within any Additional Land actually added to the Condominium.

(d) Rights set forth in Subsections (a), (b), and (c) above, may be exercised at any time, but not more than twenty (20) years after the recording of the initial Master Deed.

(e) The right to any easements, rights of way, access and use of and over the Condominium Common Elements necessary in the sole discretion of the Declarant to at any time develop in any manner that the Declarant desires, the "Additional Land of Declarant" set forth in SCHEDULE B and shown on the Site Plans.

Section 20.7 Phasing of Declarant's Rights. Any Declarant's right may be exercised with respect to different parcels of the Land or Additional Land at different times, and no assurances are made by the Declarant regarding the boundaries of those portions or the order in which those portions may be subjected to the exercise of the Declarant's Rights.

Section 20.8 Declarant's Control of the Trust. The Declarant hereby reserves the right to determine the identity and number of the original Trustees of the OLD SCHOOL COMMONS CONDOMINIUM TRUST until ninety (90) days after the date upon which the Declarant shall own less than twenty-five (25%) percent of the Voting Power of the Units described in Schedule D of this Master Deed, or if earlier, upon the date which is twenty (20) years after the date of recording of the initial Master Deed.

ARTICLE XXI
CONDEMNATION

Section 21.1 Without Effect on Units. If part of the Condominium is taken or condemned by any authority having the power of eminent domain such that no Unit nor Limited Common Area appurtenant thereto is taken, all compensation and damages for and on account of the taking of the Common Area or any portion thereof shall be payable to the Unit Owners and mortgagees according to their respective undivided interests in the Common Elements. The Trust, acting through the Trustees, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues pertaining to the taking and compensation affecting the Common Area, without limitation on the right of the Unit Owners to represent their own interests. If the condemnation award does not allocate consequential damages to specific Unit Owners, but by its terms includes an award for a reduction in value of Units without such allocation, the award shall be divided between the Unit Owners and the Trust as their interests may appear by arbitration in accordance with the rules of the American Arbitration Association.

Section 21.2 With Effect on Units. If part or all of the Condominium is taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including Limited Common Areas allocated to any Unit) is taken, the Unit Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units, or personal improvements therein, and Limited Common Areas appurtenant thereto. The Trustees may act on behalf of the Unit Owners with respect to the Common Area and the proceeds shall be payable as outlined in the Trust, however, nothing herein shall prevent Unit Owners from joining in condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of their Units, exclusive of damages relating to the Common Area. The awards made on account of taking or condemnation of any Unit or part thereof shall be distributed first to restore the Units and

Common Area on the remaining Land of the Condominium in the same manner as provided for restoration under the Declaration of Trust, attempting, to the extent possible to rebuild Buildings containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of the Declaration of Trust. If the Trustees determine that such a taking so removes Land and Buildings containing Units so that they cannot effectively be restored or replaced substantially in compliance with the Building Plans, and after a Vote, fewer than seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the Voting Power of the Trust subject to mortgages accept an alternative plan, then the Trustees shall submit the issue to arbitration in accordance with the Rules of the American Arbitration Association for remedies with respect to the continued existence or reformation of the Condominium, the division of the award as to the taken and remaining Units, and such other remedies as may be required.

ARTICLE XXII

LAND LEASED BY THE CONDOMINIUM

Section 22.1 Description. The Declarant has leased and has assigned to the Condominium the Declarant's rights in a certain parcel of land adjacent to the Condominium and shown on the Plan referenced in Schedule A annexed hereto as Parcel C. The leased land will be used as additional parking and open space for the Condominium. The Lease runs until September 28, 2082.

ARTICLE XXIII

MISCELLANEOUS

Section 23.1 Invalidity. Invalidity of any provision of the Condominium Instruments shall not be deemed to impair or affect in any manner the validity, enforceability, or effect the remainder of the Condominium Instruments, and, in such event, all of the other provisions of the Condominium Instruments shall continue in full force and effect as if such invalid provision had never been included therein.

Section 23.2 Waiver. No provision contained in the Condominium Instruments 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.

Section 23.3 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 provisions hereof.

Section 23.4 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of singular includes plural, and vice versa, whenever the context of the Condominium Instruments so require.

Section 23.5 Conflicts. The Condominium Instruments are set forth to comply with the requirements of Massachusetts General Laws Chapter 183A in effect upon the date of execution of the Condominium Instruments and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within the Condominium Instruments are in conflict with the provisions of said statute, the provisions of said statute shall control. In the event of any conflict between this Master Deed and any other Condominium Instruments, this Master Deed shall control.

Section 23.6 Applicable Law. This Master Deed and all other Condominium Instruments pertaining to the OLD SCHOOL COMMONS CONDOMINIUM shall be interpreted under the Laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, THE DECLARANT EMERALD CITY PARTNERS, LLC has caused these presents to be executed in its behalf by CASSANDRA L. ALLEN and AMANDA J. ALLEN its MEMBERS as a sealed instrument this 5 day of September 2003.

EMERALD CITY PARTNERS, LLC

By: Cassandra L. Allen
Cassandra L. Allen, Member

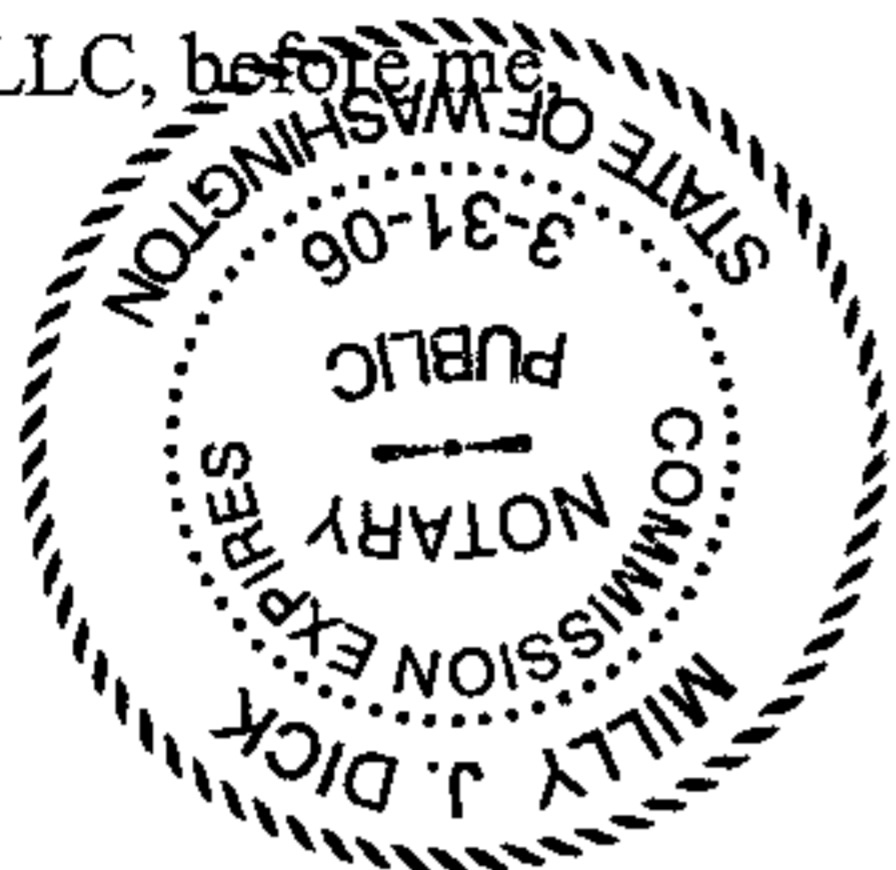
By: Amanda J. Allen
Amanda J. Allen, Member

STATE OF WASHINGTON

COUNTY OF: *King*

Date: *September 5*, 2003

Then personally appeared the above named Cassandra L. Allen, Member and acknowledged the foregoing instrument to be the free act and deed of EMERALD CITY PARTNERS, LLC, before me,



Milly J. Dick
Notary Public *Milly J. Dick*
My Commission expires: *3-31-06*

STATE OF WASHINGTON

COUNTY OF: *King*

Date: *September 5*, 2003

Then personally appeared the above named Amanda J. Allen, Member and acknowledged the foregoing instrument to be the free act and deed of EMERALD CITY PARTNERS, LLC, before me,



Milly J. Dick
Notary Public *Milly J. Dick*
My Commission expires: *3-31-06*

Exhibit A

All of the condominium units and common areas created on certain land located in the City of Northampton, Hampshire County, Massachusetts, collectively, the "Land", "Property" or "Premises" described as follows:

Unit numbers 101 through 112 , 201 through 211, 301 through 312 and 401 through 409 inclusive in " Old School Commons Condominium " located at 35 New South Street, Northampton, Massachusetts (individually, a "Unit, and collectively, the "Units"), as created by the Master Deed of Old School Commons Condominium dated September 5, 2003 and recorded with the Hampshire County Registry of Deeds in Book 7449, Page 1, including the bylaws, exhibits and schedules annexed thereto , as amended form time to time(such Master Deed, together with any amendments thereto, hereinafter collectively referred to as the "Master Deed" pursuant to which the land was submitted to the provisions of Massachusetts General Laws as amended form time to time , and established as a condominium (the "condominium"), or in an amendment thereto, together with all percentage shares of ownership in common elements, all percentage shares of common expenses and all votes in the association appurtenant to each such Unit as described in the Master Deed together with all of the Benefits and the Allocated Interests(as defined in Massachusetts General Laws) and all or any part of any buildings and improvements now or hereafter located thereon.

A certain parcel of land known as Parcel B on a plan of Heritage Surveys, Inc. dated June 16, 2003 entitled "Plan of Phase I of the Old School Commons Condominium" prepared for Emerald City Partners, LLC as recorded in Book 197, Page 60 of the Hampshire County Registry of Deeds more accurately bounded and described as follows:

Beginning at a point on the westerly sideline of New South Street at the Northeast corner of Parcel A as shown on said plan referenced above, and running thence;
 N86°-14'-47"W, along the northerly boundary of Parcel A 283.84 feet to a point, thence;
 N14°-31'-30"E, along last named land, 68.05 feet to an iron bar, thence;
 S69°-10'-37"E, along land now or formerly of Jay L. Smith, 53.60 feet to a point. thence;
 N12°-48'-12"E, along last named land, 79.40 feet to a point, thence;
 N02°-01'-27"W, along last named land, land now or formerly of Joel Saxe and Anne Saxe, and land now or formerly of Eric Suher, 206.00 feet to a point, thence;
 N89°-53'-44"E, along the southerly sideline of Main Street, 119.70 feet to a point, thence;
 Southeasterly, on a curve to the right and having a radius of 52.19 feet, along last named land, 75.41 feet, to a point, thence;
 S07°-19'-00"E, along the westerly sideline of New South Street, 268.40 feet to the point of beginning.

Containing an area of 1.421 acres, more or less.

SCHEDULE A

LAND SUBMITTED TO THE CONDOMINIUM
PHASE I

A certain parcel of land known as Parcel A on a plan of Heritage Surveys, Inc. dated June 19, 2003 entitled "Plan of Phase I of the Old School Commons Condominium" prepared for Emerald City Partners, LLC as recorded in Book 197, Page 60 of the Hampshire County Registry of Deeds more accurately bounded and described as follows:

Beginning at a point on the westerly sideline of New South Street at the northeast corner of land now or formerly of Massachusetts Electric Co. and running thence:

S69°-11'-25"W, along land now or formerly of Massachusetts Electric Company, 64.38 feet, to a point, thence;

Southwesterly on a curve to the left and having a radius of 2,590.40 feet, along last named land, 213.30 feet to a point, thence;

N26°-53'-30"W, along last named land now or formerly of Trustees of Forbes Library, 79.19 feet to a point, thence;

N12°-38'-15"E, along last named land, 177.86 feet to a point, thence;

N70°-13'-26"W, along last named land, 56.65 feet to a bound, thence;

N14°-31'-30"E, along last named land, 20.68 feet to a point, thence;

N86°-14'-47"E, along land now or formerly of Emerald Associates West, LLC, 283.84 feet to a point, thence;

S07°-19'-00"E, along the westerly sideline of New South Street, 21.97 feet to a point, thence;

S07°-20'-49"E, along last named land, 135.94 feet to a point, thence;

S84°-54'-35"W, along last named land, 8.50 feet to a bound, thence;

S09°-09'-24"E, along last named land, 37.50 feet to the point of beginning.

Subject to easements and rights of way of record and as shown on said plan.

Subject to an easement in favor of the owners of Parcel B over Parcel A for the purpose of ingress to and egress from Parcels B and C and for the purpose of access to parking areas on Parcels A and C.

Together with the benefits of an easement in favor of the owners of Parcel A over Parcel B for the purpose of ingress to and egress from Parcels A and C and for the purpose of access to parking areas on Parcels B and C.

Containing an area of 1.499 acres, more or less.

Being a portion of the premises conveyed to the Declarant herein Emerald City Partners, LLC by deed recorded in Book 7448, Page 346 of the Hampshire County Registry of Deeds.

SCHEDULE C

UNIT DESIGNATIONS, LOCATIONS AND UNDIVIDED
INTERESTS IN THE COMMON ELEMENTS OF THE CONDOMINIUM

SEE EXHIBIT C ATTACHED

Exhibit C**35 New South Street
Allocation of Common Area Charges**

<u>Unit #</u>	<u>Allocation %</u>
101	2.48%
102	2.64%
103	1.35%
104	1.39%
105	2.58%
106	2.51%
107	2.49%
108	1.78%
109	1.58%
110	1.59%
111	1.82%
112	2.50%
201	2.35%
202	1.81%
203	1.62%
204	1.49%
205	2.36%
206	2.34%
207	1.26%
208	1.36%
209	1.52%
210	1.29%
211	2.36%
301	2.33%
302	1.50%
303	1.82%
304	1.54%
305	1.49%
306	2.35%
307	2.31%
308	1.31%
309	1.35%
310	1.54%
311	1.29%
312	2.33%
401	3.85%
402	3.67%
403	3.44%
404	2.58%
405	3.84%
406	4.58%
407	4.51%
408	4.03%
409	3.89%

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SCHEDULE D

UNIT DESIGNATIONS, LOCATIONS AND UNDIVIDED
INTERESTS IN THE COMMON ELEMENTS OF THE
CONDOMINIUM AFTER COMPLETION OF ALL CONTEMPLATED PHASES

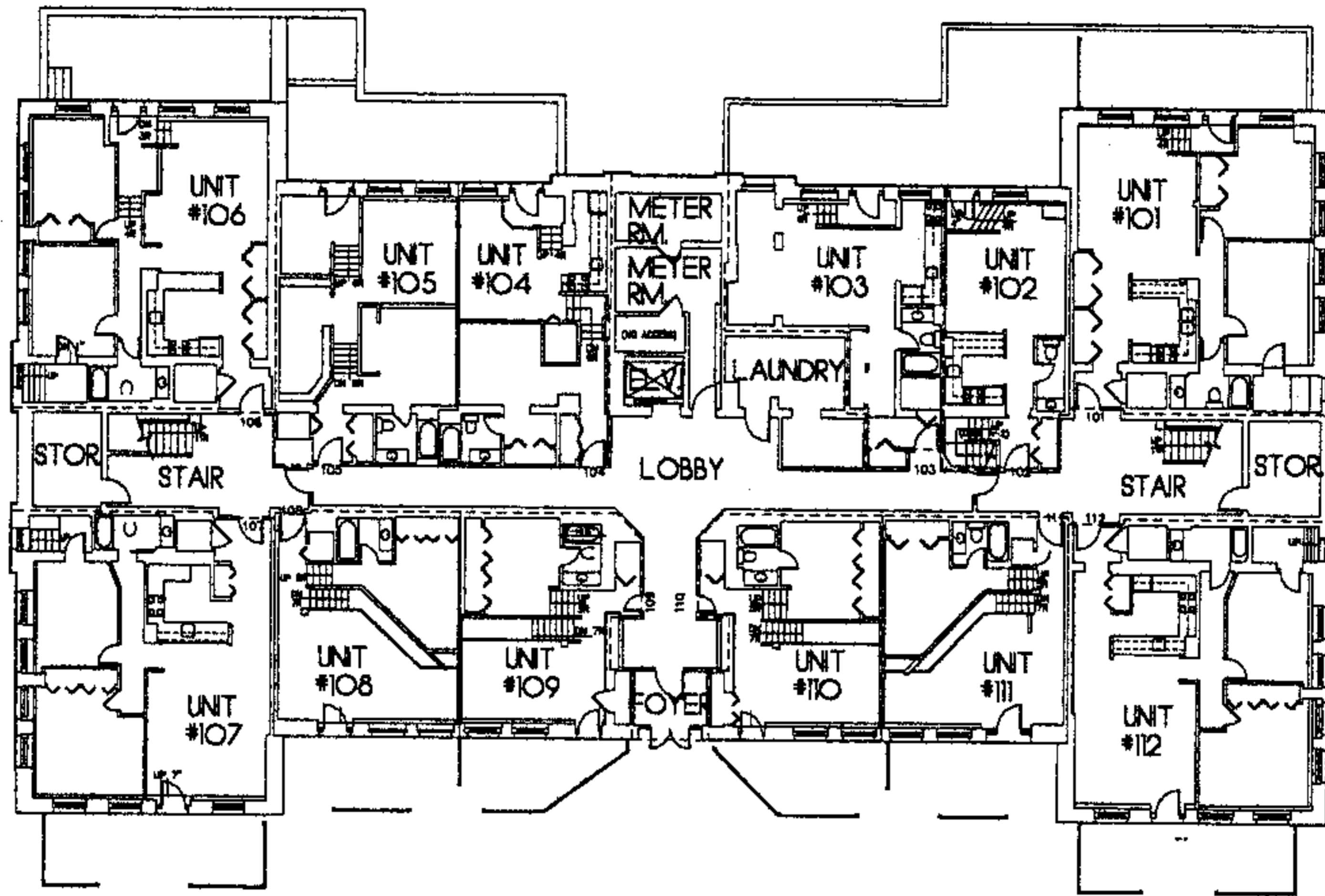
SEE EXHIBIT D ATTACHED

Exhibit D**17, 25, 35 New South Street
Allocation of Common Area Charges**

Unit #	Allocation %
35 New South St.	
101	1.79%
102	1.91%
103	0.98%
104	1.01%
105	1.87%
106	1.81%
107	1.80%
108	1.29%
109	1.14%
110	1.15%
111	1.31%
112	1.81%
201	1.70%
202	1.31%
203	1.17%
204	1.08%
205	1.71%
206	1.69%
207	0.91%
208	0.99%
209	1.10%
210	0.93%
211	1.71%
301	1.68%
302	1.09%
303	1.31%
304	1.11%
305	1.08%
306	1.70%
307	1.67%
308	0.95%
309	0.98%
310	1.11%
311	0.93%
312	1.68%
401	2.79%
402	2.65%
403	2.49%
404	1.87%
405	2.78%

Exhibit D - continued**17, 25, 35 New South Street Valuation and
Allocation of Common Area Charges/Maintenance**

Unit #	Allocation %
35 New South St.	
406	3.31%
407	3.26%
408	2.92%
409	2.82%
25 New South St.	
A101	0.71%
A102	0.44%
A103	0.44%
A104	0.30%
A105	0.25%
A106	0.24%
A201	1.09%
A202	1.17%
A203	2.03%
A204	1.75%
A205	2.11%
A301	1.13%
A302	1.18%
A303	1.78%
A304	2.08%
A305	2.15%
17 New South St.	
102	0.38%
103	0.05%
104	0.21%
105	0.29%
108	0.22%
109	0.29%
110	0.11%
111	0.12%
112	0.11%
114	0.42%
116	0.56%
201	0.59%
201	0.40%
204	0.76%
205	0.58%
206	0.18%
209	0.41%
300	2.25%
301	0.37%
302	0.54%



OVERALL FIRST FLOOR PLAN

Note: The key plan illustrates the floor plan at the entry level of the units. See unit plans for multi-floor unit layouts.

The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, approximate area and dimensions, main entrance, and immediate common area to which it has access as built.

CARLSON & SCHMITT ARCHITECTS, INC.

Charles T. Schmitt, A.I.A.

FIRST FLOOR

FLOOR PLAN OF 35 NEW SOUTH STREET NORTHAMPTON, MA.
 OLD SCHOOL COMMONS CONDOMINIUMS
 PREPARED FOR EMERALD CITY PARTNERS LLC

APPROX. AREA (SQ. FT.)
 TOTAL: _____

SCALE : 0 8' 16' 32' 64'

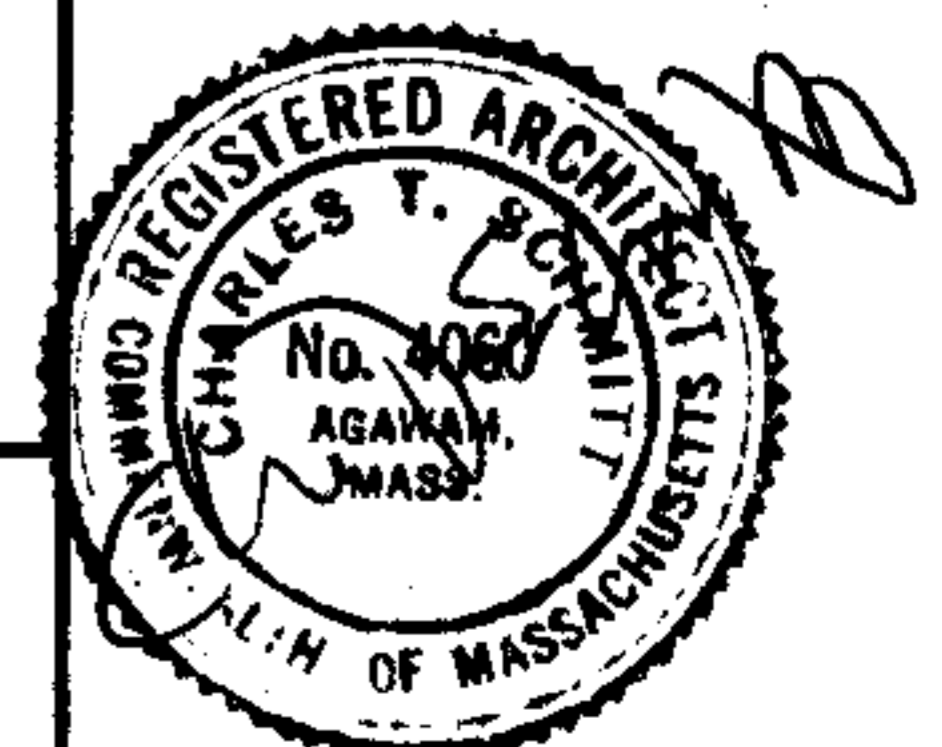
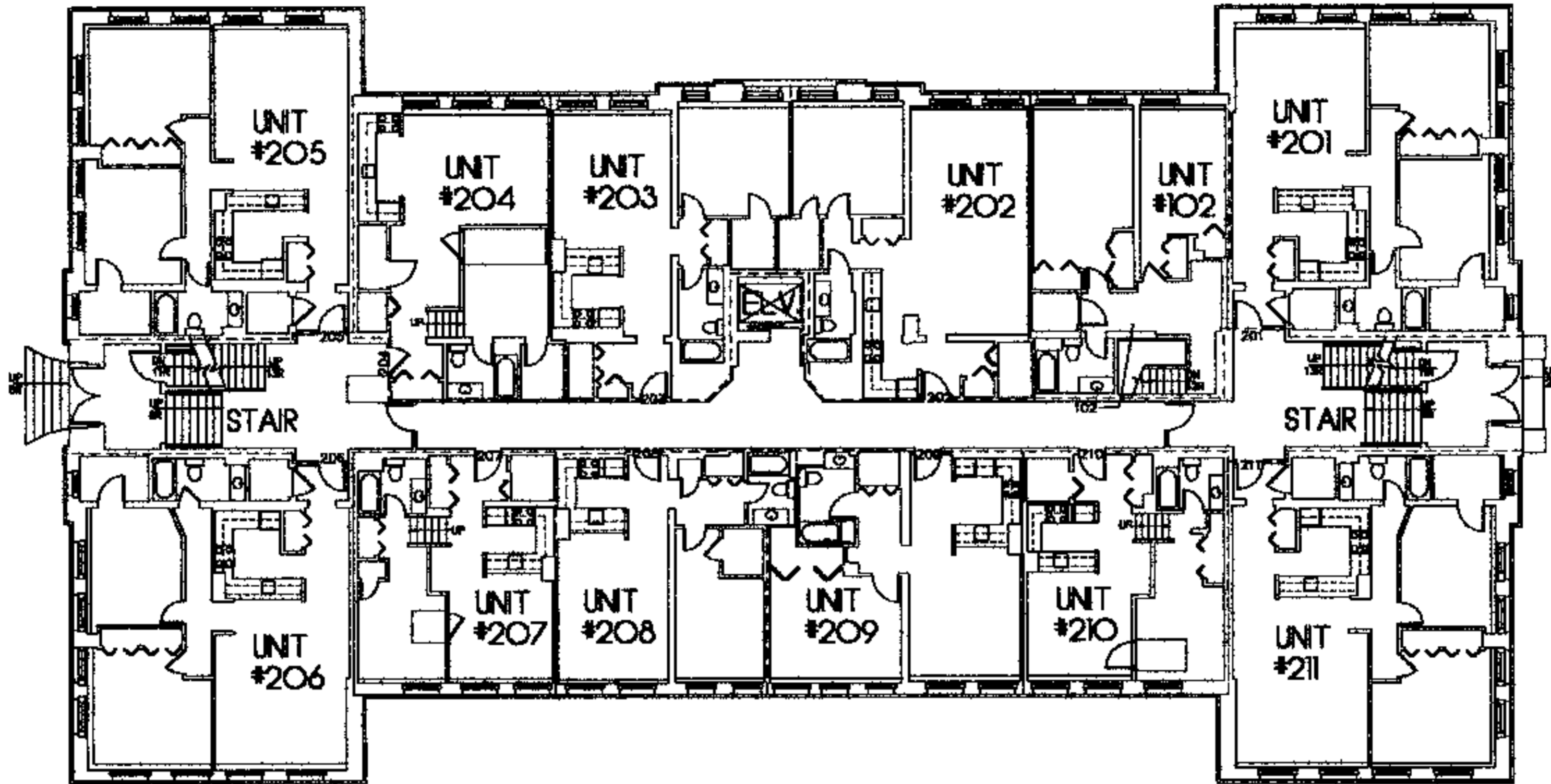


EXHIBIT E



OVERALL SECOND FLOOR PLAN

Note: The key plan illustrates the floor plan at the entry level of the units. See unit plans for multi-floor unit layouts.

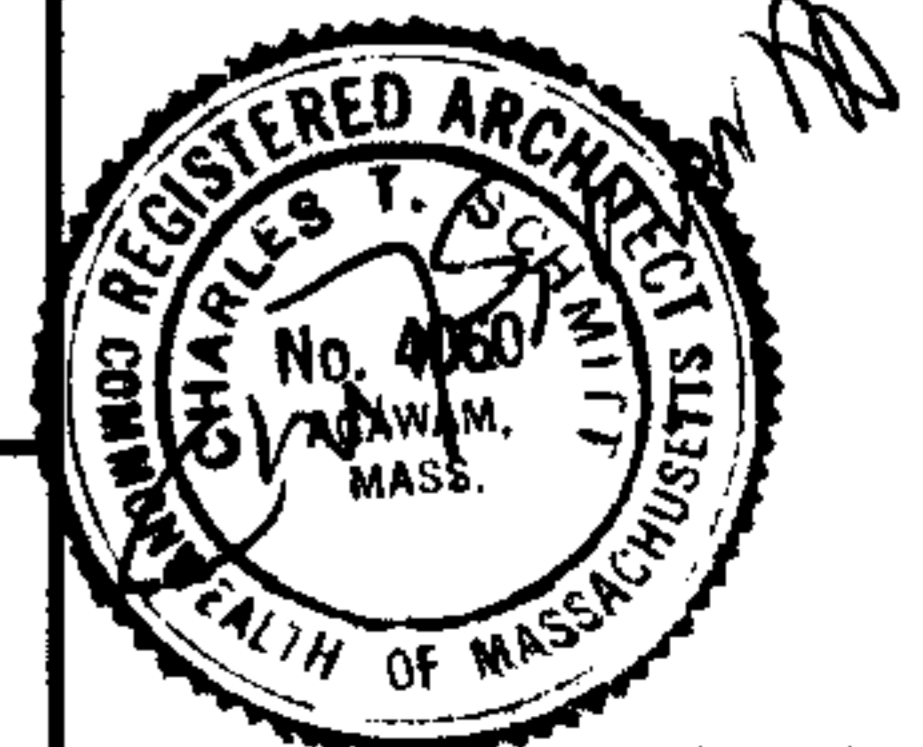
The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, approximate area and dimensions, main entrance, and immediate common area to which it has access as built.

CARLSON & SCHMITT ARCHITECTS, INC.

Charles T. Schmitt, A.I.A.

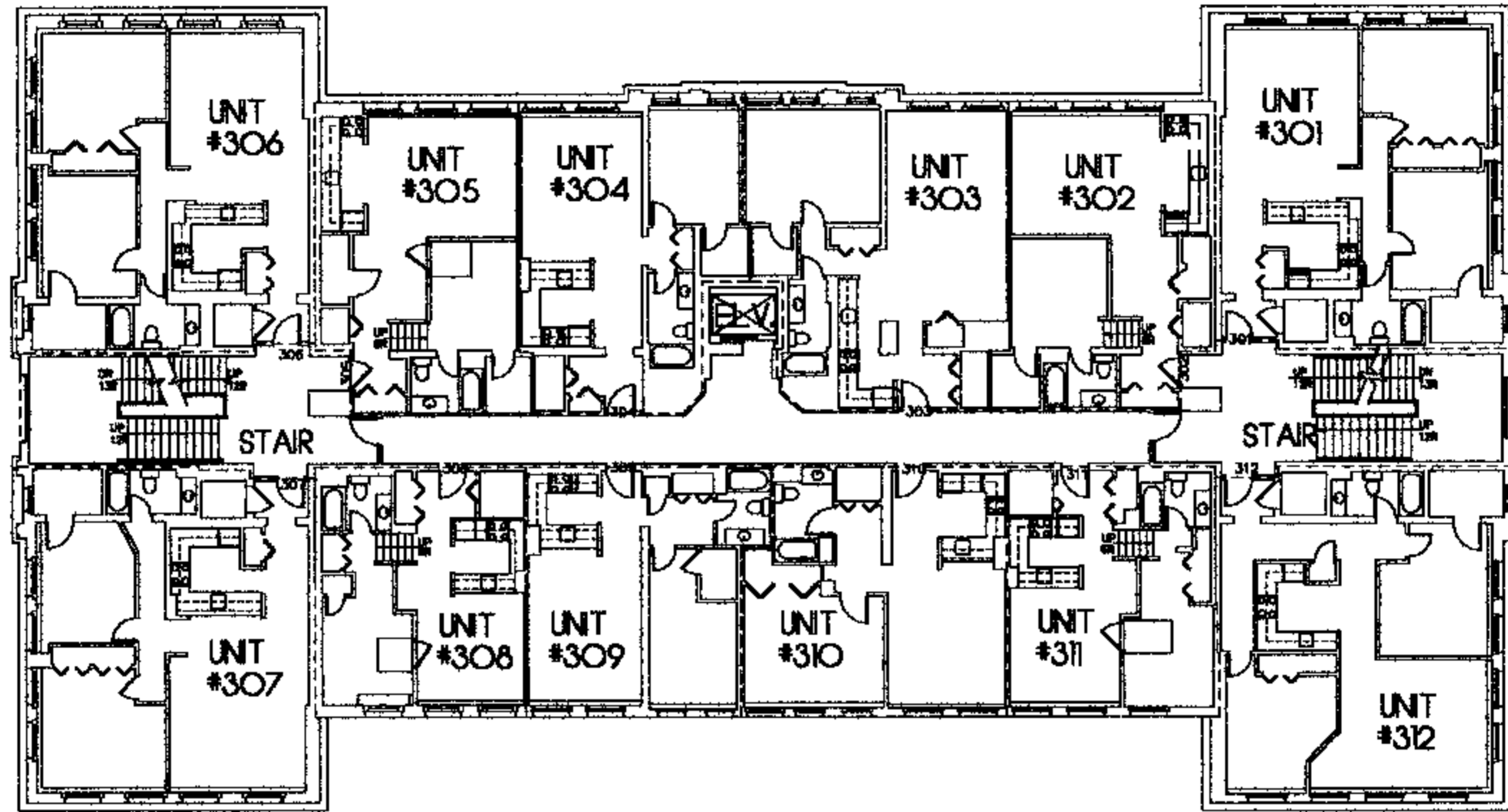
2ND FLOOR

**FLOOR PLAN OF 35 NEW SOUTH STREET NORTHAMPTON, MA.
OLD SCHOOL COMMONS CONDOMINIUMS
PREPARED FOR EMERALD CITY PARTNERS LLC**



APPROX. AREA (SQ. FT.)
TOTAL: _____

SCALE : 0 8' 16' 32' 64'



OVERALL THIRD FLOOR PLAN

Note: The key plan illustrates the floor plan at the entry level of the units. See unit plans for multi-floor unit layouts.

The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, approximate area and dimensions, main entrance, and immediate common area to which it has access as built.

CARLSON & SCHMITT ARCHITECTS, INC.

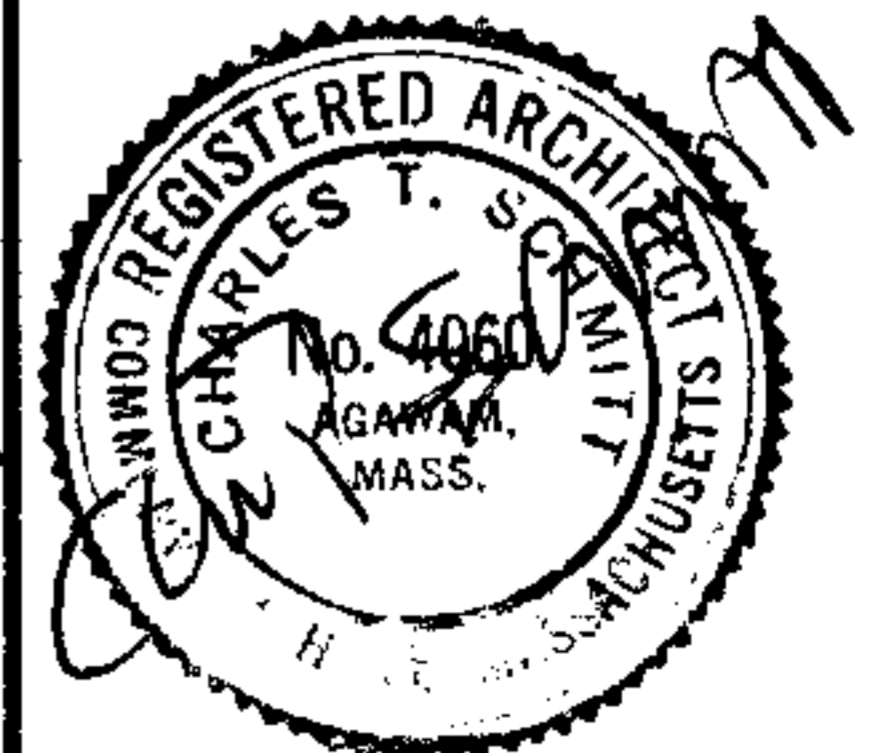
Charles T. Schmitt, A.I.A.

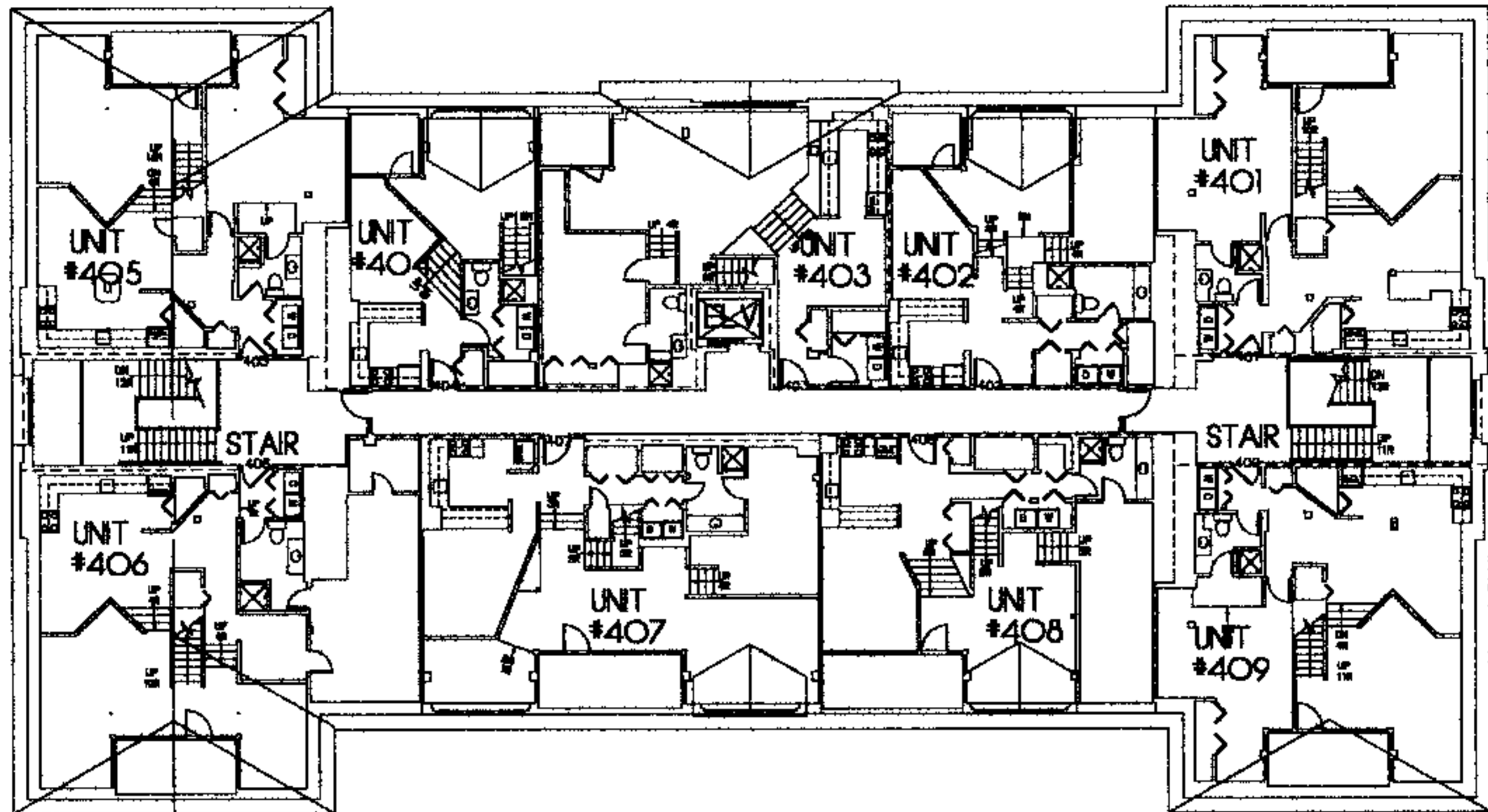
3RD FLOOR

**FLOOR PLAN OF 35 NEW SOUTH STREET NORTHAMPTON, MA.
 OLD SCHOOL COMMONS CONDOMINIUMS
 PREPARED FOR EMERALD CITY PARTNERS LLC**

APPROX. AREA (SQ. FT.)
 TOTAL: _____

SCALE : 0 8' 16' 32' 64'





OVERALL FOURTH FLOOR PLAN

Note: The key plan illustrates the floor plan at the entry level of the units. See unit plans for multi-floor unit layouts.

The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, approximate area and dimensions, main entrance, and immediate common area to which it has access as built.

CARLSON & SCHMITT ARCHITECTS, INC.

Charles T. Schmitt, A.I.A.

<p>4TH FLOOR</p>	<p>FLOOR PLAN OF 35 NEW SOUTH STREET NORTHAMPTON, MA. OLD SCHOOL COMMONS CONDOMINIUMS PREPARED FOR EMERALD CITY PARTNERS LLC</p>	
<p>APPROX. AREA (SQ. FT.) TOTAL: _____</p>	<p>SCALE : </p>	

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

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