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**MASTER DEED
OF
THE COLUMNS AT ROCKWELL PLACE**

THE COLUMNS AT ROCKWELL PLACE, LLC, a Massachusetts limited liability company with its principal place of business at 77 Mill Street, Suite 310, Westfield, Massachusetts (hereinafter referred to as “Declarant”) being the owner of the land on Village Hill Road, Northampton, Hampshire County, Massachusetts, containing .968 acres, and shown as Lot 14B-1 on a plan recorded at the Hampshire County Registry of Deeds (the “Registry”) in Book of Plans 235, Page 91, being a part of Village at Hospital Hill North, see Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April 17, 2008, recorded in Hampshire County Registry of Deeds in Book 9457, Page 1, as amended from time to time (hereinafter the “Declaration”) does hereby by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter referred to as the “Property,” to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, all as shown on a plan to be recorded herewith, and does hereby state that its purpose is to create and does hereby create, with respect to the property a condominium to be governed by and subject to the provisions of said Chapter 183A.

1. NAME

The name of the condominium hereby created shall be **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM** (hereinafter referred to as the “Condominium”).

2. UNIT OWNERS ORGANIZATION

The organization through which the owners of the Condominium units (hereinafter referred to as the “Units”) will manage and regulate the Condominium established hereby is the “**THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST**”, under Declaration of Trust of even date and recorded herewith (hereinafter referred to as the “Trust” or the “Condominium Trust”).

The Trust established an organization of which the Owners of the Units shall be members and in which such Owners shall have an interest in the Condominium Common Areas and Facilities to which they are entitled hereunder. The name of the initial and present condominium Trustee (hereinafter referred to collectively as the “Trustee” or the “Condominium Trustee”) and referred to as the “Initial Board” is:

J. Rockwell Allen 77 Mill Street, Suite 310, Westfield, MA 01085.

The above named Trustee is hereby appointed by the Declarant, and shall serve until the earliest to occur of the following events: (a) six (6) months after one hundred percent (100%) of the Units of the Condominium have been conveyed to Unit purchasers; and (b) five (5) years following the conveyance of the first Unit.

In addition to the provisions of the trust instrument itself, the Trust, acting through its Trustees, may enact, from time to time, Rules and Regulations pursuant to and in accordance with the provisions of Chapter 183A.

The Unit Owners shall have no power or right to remove the Initial Board, or to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth above. During the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant.

A current list of the Trustees of the Trust shall be submitted to the Building Commissioner of the City of Northampton within thirty (30) days of any change among the Trustees, if and as required by local law and ordinance.

The officers of the Association shall consist of a President, a Vice President, a Treasurer and a Clerk. One person may hold more than one position. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees.

The By-Laws of the Association, hereinafter the "By-Laws" shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Massachusetts General Laws Chapter 183A. The By-Laws are recorded immediately after the Master Deed as a part of the Declaration of Trust, and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the Common Elements and facilities of the Condominium, which shall not be in conflict with existing law, the Master Deed, the By-Laws, or the Declaration, as it may be amended from time to time.

3. DESCRIPTION OF LAND

The premise which constitutes the Condominium comprises the land (the "Land") described on Exhibit "A", which is a .968 acre parcel of land situated on Village Hill Road, Northampton, Massachusetts together with the existing three (3) story building thereon. When completed, the Condominium shall contain twenty-five (25) residential Units, including fifteen (15) single story Units, ten (10) two story Units and twenty (20) storage area Units.

4. DESCRIPTION OF BUILDING

The Condominium is a one (1) phase renovation of an existing, three (3) story building into twenty-five (25) residential condominium Units, with twenty (20) designated storage area Units, and six (6) Exclusive Use Patios.

Electricity is separately metered for each Unit, with separate metering for common areas and storage Units.

5. DESCRIPTION OF FLOOR PLANS, DESIGNATION OF UNITS AND THEIR BOUNDARIES

The plans of the building recorded herewith show the layout, location, Unit designation and dimensions of all Units, as well as all Exclusive Use Patios, Storage Units, and common areas, and bears the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the same, as built, captioned "The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA" by Caolo & Bieniek Associates, Inc. (the "Condominium Master Deed Plan"). Said Plans are recorded with and are a part of this Master Deed as Exhibit B.

6. DESCRIPTION OF UNIT BOUNDARIES AND RIGHTS

a. The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate Common Area to which it has access, as well as any Exclusive Use Patio to which the Unit has exclusive access, is set forth on Exhibit C, attached hereto and made a part hereof. A Statement of the proportionate interest in the Common Areas of each Unit of the condominium is set forth on Exhibit D attached hereto and made a part hereof.

Each Unit granted exclusive use of an Exclusive Use Patio, as delineated on the attached Exhibit B, shall be responsible for maintaining the Exclusive Use Patio in good order and repair, and in a neat and tidy condition at all times.

b. The boundaries of the Units, with respect to the floors, ceilings, and walls thereof, are as follows

- | | | |
|------|-------------------------|---|
| i. | FLOORS | The upper surface of the Unit's lowest floors |
| ii. | CEILINGS | The plane of the lowermost unfinished surface of the overhead ceiling |
| iii. | INTERIOR WALLS | (a) Walls between Units and walls between Units and common area; the vertical plane of the innermost unfinished surface of the interior wall
(b) Walls within the Unit are part of the Unit and owned by the Unit Owner; (excepting only any load bearing column inside such wall) |
| iv. | EXTERIOR BUILDING WALLS | The vertical planes of the innermost unfinished surfaces of the exterior walls. |

Included within each Unit are the windows, doors and the inside portions of the window and doorframes located beyond the boundaries of the Unit, or, if said frames are one Unit, the entire frame is within the Unit, light switches, electrical boxes, and light and other electrical fixtures beyond the boundaries of the Unit, as to which each Unit shall have the right of easement of encroachment over the Common Elements for replacement or repair. All such replacement or repair shall be done by qualified persons and shall be in such character and style as now exists unless the written approval of Trustees shall have been obtained.

c. There is appurtenant to each Unit:

i. The exclusive easement to use the patio attached to their Unit, as set forth on Exhibit "B" attached, shown as Exclusive Use Patios on the Condominium Master Deed Plan, but with the obligation in such Unit Owner to keep said areas free of debris, and maintained in good repair. In the event of snow and ice on Exclusive Use Patios, as a part of the common area maintenance, a path will be cleared from the common sidewalk, across the Exclusive Use Patios to the Unit's access door. Any other snow or ice removal shall be the responsibility of the Unit owner having Exclusive Use of any such Exclusive Use Patio. All such Exclusive Use Patios shall be kept in neat and tidy condition at all times. Any patios not labeled "Exclusive Use Patios" on Exhibit B are Common Areas, accessible by all Unit Owners.

ii. The right, in common with all other Unit Owners, to use all of the Common Elements. This right shall not apply to parts or the Common Elements subject to an exclusive easement, nor to areas as set forth herein assigned for the use of a particular Unit by the Board of Trustees, and is subject to the rules and regulations established by the Board of Trustees, the provisions of the Unit Columns Condominium Trust, the provisions of the Master Deed and Massachusetts General Laws, Chapter 183A.

iii. The unrestricted and perpetual right of ingress and egress to each Unit.

7. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

The owner of each Unit shall be entitled to an undivided interest in the common areas and facilities, in the percentages set forth on said Exhibit "D", attached hereto.

The common areas and facilities of the Condominium, hereinafter referred to as the "COMMON ELEMENTS," consists of the entire property designated aforesaid, including all the parts of the buildings and improvements thereon, but excluding the Units as set forth above, and shall include without limitation the following:

- a. the land upon which the buildings and improvements are erected;
- b. all foundations, columns, beams, supports, studs, concrete floor slabs, exterior walls, interior walls, chimneys, roof, gutters, down spouts and all other elements attached to the buildings, but not included within the Unit Ownership.
- c. all attic areas above the interior plane of ceiling joists, common exterior doors and common halls.
- d. all conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, air and all sewer and drainage pipes and sewage system, electric wires, electrical units of facilities, water pipes, all if owned by the Declarant, and if not so owned, the right and easement to use the same.
- e. the land, lawns, gardens, one (1) common use patio, roads, walks, pathways, walls, parking spaces, and other improved or unimproved areas not within the Units.
- f. all installations outside the Units for services of power, sewage and water.
- g. all other apparatus and installations existing for the common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

h. All patios on the Condominium Master Deed Plan other than the Exclusive Use Patios directly adjacent to any Unit, to which said Unit has exclusive access. Maintenance and repair of patios, other than Exclusive Use Patios, shall be the responsibility and expense of the Trust. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive patio without being deemed guilty of any manner of trespass. The right to use a patio shall not, in any event, be severed from ownership of the Unit for which they are appurtenant. Grills or similar apparatus shall be permitted on any patio, provided the same are used at a distance of five (5) feet or greater from the wall of any Unit.

i. all other items listed as such in Massachusetts General Laws, Chapter 183A and located on the property.

8. PERCENTAGE OR INTEREST IN COMMON ELEMENTS

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit "D" attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date, taking into account square footage, location of the Unit, unique characteristics; and projected sales price.

9. MAINTENANCE OF COMMON AREA

The Trustees of **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST** shall be responsible for the maintenance, care, repair, improvement and management of the Common Elements.

If a Unit Owner who is responsible for the cosmetic maintenance of, and snow and ice removal from, an Exclusive Use Patio as set forth above fails to discharge such responsibility, and if in the opinion of the Trustees such failure affects the appearance or safety of the Condominium, the Trustees shall have the authority to contract to have the same done and charge the cost of such to the Unit Owner responsible for the same.

If a Unit Owner, his agent, servant or tenant shall cause damage to the Common Elements, the Trustees shall have the authority to contract for repair of the damage and charge the cost of such repair to such Unit Owner.

10. FLOOR PLANS

Simultaneously with the recording hereof, there will be recorded a set of plans of the building showing the layout, location of driveways, parking area designations, storage buildings and other Common Elements, and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units, as built. Said plans are the Condominium Master Deed Plans attached hereto as Exhibit B.

11. MODIFICATION AND USE OF UNITS

No Unit Owner may at any time make any change or modification of the exterior of said Unit that would violate any design restrictions of record that govern the improvements constructed at Village Hill or that otherwise have not been submitted to and approved by the the Directors of Village Hill North Association and the Trustees of the Columns at Rockwell Place Condominium Trust (the "Trust") executed herewith (the "Trustees"). Further, no Unit Owner of any Unit may at any time make any change or modification of the interior of a Unit that would affect, or in any way modify, the structural or supportive characteristics of the Building, however, such Owner may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to the provisions of this Master Deed and the provisions of the By-Laws of the Trust and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Northampton where required, and pursuant to plans and specifications which have been submitted to and approved by the Directors of Village Hill North Association if applicable. Such approval shall not be unreasonably withheld.

The purpose for which the Condominium, the Units, the Common Elements and all other facilities of the Condominium are to be used are as follows:

a. The building, Unit and other Common Elements and facilities are intended to be used solely for residential purposes, the Common Elements being used incidental thereto. No other use may be made of any Unit. The Building, Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with nor conflict with, these intents, or the restrictions hereinafter set forth, in the Declaration of Trust or in the Declaration, and shall at all times be used, and maintained, in compliance with all zoning, building, sanitary, health and safety codes, bylaws, ordinances and regulations from time to time applicable thereto, and in compliance with the requirements of an insurance company holding casualty or extended coverage insurance on the Condominium.

b. Any parking space in the Common Area is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition and owned by Unit occupants and their guests and invitees, and not for trucks, boats, trailers, or other vehicles or items except with the prior written permission of the Trustees.

c. The Units and the Common Areas and Facilities shall be subject to the restrictions, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to the provisions of the Trust, that:

i. No business activities of any nature shall be conducted in any Unit. Notwithstanding the foregoing, the Units may be used by an Owner for a home occupation which does not have any employees employed at the Unit and does not have customers of the business traveling to the Unit.

ii. No Unit Owner shall rent, let, lease or license for use and occupancy any Unit except in accordance with the terms of this Master Deed, the Condominium Trust recorded herewith and any rules and regulations hereafter promulgated by the Trustees pursuant to a written lease agreement, a copy of which shall be filed with the Trustees upon execution. Every lease agreement shall be specifically subject to this Master Deed, the Condominium Trust and any such rules and regulations. Notwithstanding the foregoing, at no time shall (1) any rental be permitted for less than a term of twelve (12) months and (2) no more than Thirty-Five percent

(35%), or eight (8) Units shall be rented at any given time. Prior to entering into a lease of a unit, the Unit Owner shall provide written notice to the Trustees. Upon receipt, the Trustees shall have a period thirty (30) days to either approve the lease or reject if there are already eight (8) units being leased.

iii. Except as otherwise provided in the Rules and Regulations duly adopted by the Condominium Trust and notice to the Directors of the Village Hill North Association, no animals of any kind shall be raised, bred, or kept in any Unit or in the Common Area and Facilities, except that each Unit shall be permitted to have up to two (2) dogs, cats or other household pets per Unit, any such pet not to exceed thirty-five (35) pounds in weight, but subject to the Rules and Regulations adopted by the Trustees, provided that (1) they are not kept, bred, or maintained for any commercial purpose; (ii) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days, written notice from the Trustees; (iii) no pet shall be permitted in Common Areas of Facilities unless carried or on a leash; and (iv) said Unit Owner shall be responsible for the proper maintenance of any Common Areas and Facilities as required due to use by such animal.

iv. The architectural integrity of the building and the Units shall be preserved without modification and, to that end, without limiting the generality, no patio, terrace, garden, balcony or yard enclosure, awning, screen, antenna, sign (including 'for sale' or 'for rent' signs), banner, or other device; and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part hereof, no addition or change or replacement of any exterior light fixture, door knocker, hardware, or other exterior appurtenance shall be made and no painting or other decoration shall be done on any exterior surface or any window without the written consent of the Trustees. All window coverings visible from Common Areas and Facilities shall be white material or white finish only, no visible colors or patterns permitted.

v. All maintenance and use by Unit Owners of patios, lights, exterior doors and other exterior appurtenances shall be done so as to preserve the appearance and character of the same and the Building, without modification. Notwithstanding the above restriction, patios may be used in accordance with the Rules and Regulations duly adopted by the Condominium Trust.

vi. All use and maintenance of the Units shall be conducted in a manner consistent with comfort and convenience of the occupants of the other Units and in accordance with the provisions of the Rules and Regulations with respect thereto, from time to time promulgated by the Trustees and all rules, regulations and requirements of the Village at Hospital Hill North Association.

vii. No nuisance that interferes with the peaceful possession or proper use of the Property by its residents shall be allowed.

viii. No improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit, shall be eliminated by and at the sole expense of the Owner of the Unit and, relating to the Common Area and Facilities, shall be eliminated by the Trustees.

ix. A Unit Owner shall not place or cause to be placed in or on any of the Common Areas or Facilities, any furniture, packages, or objects of any kind.

x. There shall be no parking on the Property except in designated Parking Spaces.

xi. The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees, and the Declaration.

xii. As the Premises are construed to qualify for LEED certification, the Improvements on the Premises are required to remain in compliance with the original standards and levels of performance needed to remain LEED certified.

xiii. No portion of the Premises may be used at any time in such a way as to violate the requirements of any Stormwater Operation, Maintenance and Inspection Agreement as may be required by the City of Northampton.

xiv. All landscaping on the Premises must be maintained and improved in compliance with approved and applicable site designs and the LEED certification requirements.

xv. No landscaping chemicals are to be applied on the Premises at any time in any way that may cause their residue to leave the Premises or enter the stormwater system.

d. Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant:

i. Use any Units owned by Declarant as models for display, as offices, and/or as storage areas or for any other uses which the Declarant deems necessary or desirable in connection with the construction, sale or leasing of the Units.

ii. Use any Parking Spaces for parking of automobiles and trucks, for storage, and also for any uses which the Declarant deems necessary or desirable in connection with the construction, sale or leasing of Units.

iii. Lease any unsold Units;

iv. Place signs on the Land and Buildings, including 'for sale' and 'for rent' signs;

v. Use and/or modify any portion of the Common Areas and Facilities that might be needed within reason for purposes of location, construction, sale or leasing of the Units.

e. A majority of the Trustees then in office may, by instrument in writing and in accordance with the provisions of the Condominium Trust, adopt such Rules and Regulations from time to time as they may determine to be necessary or appropriate to insure that the Buildings, Units and Common Areas and Facilities are used for the purposes set forth in this Article and to protect the architectural integrity of the Building.

f. Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior or his or her Unit in accordance with his or her own wishes or to change the use and designation of any room or space in the interior of such Unit from the

designation and the implied use resulting from said designation set forth on the Plans to be filed herewith, subject, however, to the restrictions herein contained as to uses, or to prohibit the Owner of such Unit from remodeling the interior of such Unit, provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefore, if required by law, and provided further that the owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Board of Trustees, together with a written request for approval thereof, and shall not commence said work until such approval shall have been received in writing, which approval shall only be withheld in the event the structural integrity of the Unit or other Units is threatened. The failure of the Board of Trustees to act upon any such written request within thirty (30) days shall be deemed to constitute approval.

12. AMENDMENT OF MASTER DEED

Until the first to occur of (1) six (6) months after one hundred percent (100%) of the Units have been conveyed by the Declarant to Unit Owners; (2) the Declarant waives the amendment right herein reserved by a recorded instrument; and (3) five (5) years from the date of recording this Master Deed, the Master Deed may be amended only by the Declarant. Thereafter, this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of at least two-thirds ($2/3^{\text{rd}}$) in the interest of the Unit Owners and written consent of the holders of at least fifty-one (51%) percent of the first mortgages on mortgaged Units. The consent of the holders of a first mortgage shall be deemed given if said first mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal by a certified or registered mail return receipt requested and an affidavit so attesting to such notice along with a copy of the notice and a copy of the return receipt shall be sufficient when recorded at the Registry of Deeds.

Except to the extent a lesser percentage is permitted under Chapter 183A of the Massachusetts General Laws, if the amendment involves a change in percentage interest of Unit Owners in the Common Areas and Facilities, such vote change shall require approval by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgages Units.

Declarant reserves the right and power to amend this Master Deed to comply with requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownership.

Declarant reserves for itself, its successors and assigns, the right and power, without the consent of any Unit Owner or mortgagee of any Unit Owner, to amend this Master Deed at any one time or from time to time, for the purpose of bringing this Master Deed into compliance with Massachusetts General Laws Chapter 183A or for the purpose of making corrections or revisions of a technical nature, including, without limitation, correction of scrivener's or typographical errors. Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.

No amendment shall be effective until recorded with the Hampshire County Registry of Deeds. Said amendment shall be signed and acknowledged by either (1) a majority of the

Trustees; or (b) the president and treasurer of the Condominium Association with a certification by the clerk that the voting percentages required by this Master Deed have been met.

All Unit Owners, Unit mortgagees and their heirs administrators, successors, assigns and legal representatives, by the acceptance of a Unit deed or mortgage subject to the provisions hereof, do hereby assent to all such amendments by Declarant and appoints Declarant and its successors and assigns, their attorney-in-fact to execute, seal, deliver and file on their behalf any and all such amendments, which power-of-attorney is coupled with an interest, shall be irrevocable and shall run with the land.

13. ENCROACHMENTS

Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or the common area upon any portion of the Common Elements encroach upon said Unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

14. PIPES, WIRE, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement, in common with the owners of all other Units, to use the pipes, wires, ducts, flues, cables, conduits, public utility lines or other Common Elements located in any of the other Units, or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owner of all other Units or portions of the Condominium, to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements or other portions of the Condominium. The Board of Trustees shall have the right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the buildings.

15. USE OF THE COMMON ELEMENTS IN COMMON WITH OTHERS

Except as to those Common Elements for which exclusive rights and easements are created by this Master Deed, each Unit Owner shall have the right to use the Common Elements, including the parking area, stairways, entryway, hallways, common use patio, roads, paths and walks, bike parking and storage areas (other than storage Units), in common with all others entitled thereto, as provided in the Bylaws of the Trust, and the Rules and Regulations adopted thereunder.

16. ASSESSMENTS, CHARGES AND TAXES

Each Unit Owner shall pay all assessments and charges lawfully imposed by the Board of Trustees pursuant to this Master Deed, the Trust Document and the Charges for fines imposed under the Rules and Regulations for violations of Rules, if any, or failure to pay assessments together with all expenses associated with membership in Village at Hospital Hill North Association as described in Bylaws recorded in Book 9610, Page 131, as it may be amended. In the event of nonpayment of such assessments, charges, or fines, the Trustees shall record a lien statement covering the Unit in question and its interest in the Common Elements and enforceable under Massachusetts General Laws, Chapter 183A. Even in the event of failure to record a lien, a purchaser of a Unit shall be liable for the payment of such charges assessed and unpaid against said Unit prior to such acquisition, unless at time of taking title, purchaser obtains and records a

statement executed by the Trustees, or one of them as designated by an instrument in writing recorded at Hampshire County Registry of Deeds, stating that no unpaid assessment exists as to said Unit.

Each owner or occupant thereof shall be responsible to bear the charges, whether taxes, utilities or other charges, as may be separately charged or assessed against such owner or occupant, as provided by law.

17. SERVICE OF PROCESS

In any suit, claim or proceeding against the Unit Owners' organization service of process shall be made upon the Trustee(s) named or provided for herein, and such service shall be binding upon the Trust.

18. REBUILDING, RESTORATION OR IMPROVEMENT

a. In the event of any casualty loss to the common areas and facilities, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss, as so determined, does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss, as so determined, does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) signed by Unit Owners, authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

b. If and whenever the Trustees shall propose to make any improvements to the common areas and facilities of the Condominium, or shall be required in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon the receipt by the Trustees of such agreement signed by Unit Owners holding (a) seventy-five (75%) percent or more of the beneficial interest, the Trustees shall proceed with the improvements with the cost borne by all Unit Owners; or (b) more than fifty (50%) percent, the Trustees shall proceed to make the improvements specified, with the cost borne by the owners so agreeing, all as provided in [*Massachusetts General Laws, Chapter 183A, Section 18*](#).

c. If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine, in their reasonable discretion, that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same without the consent or approval of other Unit Owners, subject to such

contractual undertaking of the Unit Owner proposing such improvement as the Trustees, in their reasonable discretion, deem to be necessary or desirable under the circumstances.

d. Notwithstanding anything contained in the preceding paragraph (a) and (b), (a) in the event that any Unit Owner shall, by notice in writing to the Board of Trustees, dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 18, and if such dispute shall not have been resolved within thirty (30) days after such notice, then either the Board of Trustees or the dissenting Unit Owner or owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures for Commercial Arbitration of the American Arbitration Association, and (b) the Trustees shall not, in any event, be obliged to proceed with any repair, rebuilding or restoration, or any improvement unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

e. Nothing contained herein shall authorize the Trustees to make any improvement, repair, restoration, or capital acquisition having a value in excess of Two Hundred Fifty Thousand Dollars (\$250,000) without first having obtained the approval of a majority in interest of the Unit Owners.

f. In the event of taking in condemnation or by eminent domain of part of all of the Condominium Property, the award made for such taking shall be payable to the Trustees for the benefit of the Unit Owners and their mortgage holders, if such award amounts to twenty-five thousand (\$25,000.00) dollars or less. If the award amounts to more than twenty-five thousand (\$25,000.00) dollars, it shall be payable to the Insurance Trustee, if one has been designated, and otherwise to the Trustees for the benefit of the Unit Owners and their mortgage holders.

g. The provisions of Subparagraph (b), (c), (d) (e) and (f) shall not apply so long as the initial Trustees are still in position.

Except as hereinafter provided, damage to or destruction of the Condominium Property shall be promptly repaired and restored by the Trustees using the proceeds of condemnation for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, if there is substantial total destruction of the property and seventy-five (75%) percent of the Unit Owners vote not to proceed with the repair and restoration of the Condominium, the Trustees or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The Trust shall represent the Unit Owners in any proceedings, negotiations, settlement or agreements with respect thereto, and each Unit Owner by acceptance of a Unit deed shall be deemed to have appointed the Trust as an attorney-in-fact for that purpose.

19. UNITS SUBJECT TO MASTER DEED, UNIT DEED, TRUST BYLAWS AND RULES AND REGULATIONS

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Declaration, the Trust and Rules and Regulations as they may be amended from time to time, and the items affecting the title to the property as set forth in Article III above.

The acceptance of a deed of conveyance, or the entering into occupancy of any Unit shall constitute an agreement that:

a. The provisions of the Master Deed, the Unit Deed, the Trust and Bylaws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the property, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

b. A violation of the provisions of the Master Deed, the Unit Deed, the Declaration, Bylaws or Rules and Regulations by any such owner shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

The Trust, Trustee and any aggrieved Unit Owner shall have a right of action against any Unit Owner who fails to comply with the constituent Documents or decisions of the Trust.

Any Unit Owner shall have a right of action against the Trustees or the Trust for failure to comply with the constituent Documents or decisions of the Trust.

20. INVALIDITY

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had not been included herein.

21. WAIVER

No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. PROVISIONS FOR THE PROTECTION OF MORTGAGES

Notwithstanding anything previously contained herein:

a. Any right of first refusal contained herein shall not impair the rights of a first mortgagee to:

i. Foreclosure or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or

ii. To accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor.

iii. sell or lease a Unit acquired by the mortgagee.

b. Any first mortgagee, who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

c. Except as provided by statute in case of condemnation or substantial loss to the Unit and or Common Elements of the Condominium project, unless at least 2/3 of the first

mortgagees (based upon one vote for each first mortgage owned or owners other than sponsor, developer or builder) of the individual Condominium Units have given their prior written approval, the **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST** shall not be entitled to:

- i. By act or omission seek to abandon or terminate the Condominium project;
- ii. Change the pro rata interest or obligation of any individual Condominium Units for the purpose of: (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- iii. Partition or subdivide any Condominium Unit;
- iv. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project, shall not be deemed a transfer within the meaning of this clause.)
- v. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property.

d. A first mortgagee, upon request, will be entitled to written notification from the Board of Trustees of (1) any default in the performance by the individual Unit borrower of any obligation under the Condominium constituent Documents which is not cured within sixty (60) days (2) any condemnation or casualty loss which affect either a material portion of the Condominium or the Unit securing its mortgage; (3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and (4) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Condominium Constituent Documents are the Master Deed, the Declaration of Trust, the Bylaws, and any Rules and Regulations promulgated thereto.

e. Any agreement for professional management of the Condominium, or other contract providing for the services of the developer, sponsor or builder, shall not exceed three years. Any such agreement must provide for termination by either party on thirty (30) days' notice without cause and without payment of a termination fee. (This section does not diminish the Declarant's rights to maintain control until six (6) months after one hundred percent (100%) of the total interest in the project is sold, or five (5) years after the sale of the first unit, whichever is earlier all as set forth above.)

f. In addition to sixty-seven percent (67%) of Unit Owners (as set forth in Article 12 hereof, any material amendment to the Constituent Documents shall require the approval of at least fifty-one percent (51%) of all mortgage holders of the Units that are subject to mortgages. The definition of "Material Amendment" as defined by the Federal National Mortgage Association (hereinafter "FNMA") is incorporated by reference into the Condominium Documents.

Any vote, by Unit Owners, to terminate the legal status of the project for reasons other than substantial destruction or condemnation of the property, to be effective, must be agreed to by at least sixty-seven percent (67%) of the eligible mortgage holders of the mortgaged Units.

23. AMENDMENT BY DECLARANT

The Declarant herein expressly reserves the right, as long as it is the owner of at least one Unit, to amend this Master Deed and Unit Owners Trust for the purpose of correcting or revising, including but not limited to:

- a. Errors in spelling and punctuation.
- b. Scrivener's errors.
- c. Typographical errors.
- d. Errors in phraseology.

24. SOLAR LEASE Declarant hereby reserves the right to Lease the roof of the Building for any purpose, including photovoltaic systems.

25. 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.

26. CONFLICTS

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, or the Declaration then the provisions of said statute or Declaration, respectively, shall control.

27. DEFINED TERMS

All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meaning herein unless the context otherwise requires.

[signature page to follow]

IN WITNESS WHEREOF, the Declarant, **THE COLUMNS AT ROCKWELL PLACE, LLC** has caused this Master Deed to be executed this 28 day of July, 2017.

THE COLUMNS AT ROCKWELL PLACE, LLC

By: J. Rockwell Allen
J. ROCKWELL ALLEN
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

SS. Hampden

Date: July 28, 2017

On this 28 day of July, 2017, before me, the undersigned Notary Public, personally appeared J. ROCKWELL ALLEN provided to me through satisfactory evidence of identification, which were known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of THE COLUMNS AT ROCKWELL PLACE, LLC as the voluntary act of the limited liability company.

[Signature]
Notary Public

My Commission Expires
SUSAN A. MCCOY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 1, 2017

EXHIBIT A

Legal Description

The parcel of land shown as “Lot 14 B-1 on a plan entitled “Plan of Land, Northampton, MA, Lot 14B-1 and 14B-2”, prepared by Gale Associates, Inc. dated October 23, 2015, and recorded in the Hampshire County Registry of Deeds at Plan 235, Page 91 (the “Plan”).

The premises are conveyed subject to and with the benefit of all easements, restrictions, rights and encumbrances of record, in so far as the same are in force and effect and applicable to the Premises.

Subject to the easements and restrictions contained in the deed recorded as Book 6925 Page 302.

Subject to the provisions included upon the Plan recorded as Plan Book 232 Page 116.

Subject to the Special Permit granted by the City of Northampton dated September 26, 2002, and recorded as Book 6835, Page 81, as affected by amendments recorded at Book 8024 Page 249, Book 8024 Page 252, Book 9282 Page 103 and Book 9957 Page 56

Subject to a Reciprocal Easement Agreement between the Commonwealth of Massachusetts, acting by and through its division of Capital Asset Management and Maintenance and Hospital Hill Development LLC dated November 25, 2002 and recorded at Book 6925 Page 305, as affected by amendments recorded at Book 10652 Page 238, Book 11704 Page 1, and Book 12629, Page 332.

Subject to the easements and restrictions contained in the Consolidated Restatement and Amendment of Declaration of Covenants, Restrictions, Maintenance and Easement Agreement dated April 17, 2008 and recorded at Book 9457 Page 1. As affected by amendments recorded at Book 9016, Page 215; Book 10019 Page 326; Book 10153, Page 245; Book 10335, Page 157; Book 10399, Page 337; Book 10510, Page 253; Book 10539, Page 109; Book 11129, Page 84; Book 12193, Page 127.

Also see Declaration of Open Space/Conservation Area dated August 21, 2013 and recorded at Book 11441 Page 250 and Book 11441 Page 254.

Subject to an easement granted to Verizon New England Inc. dated October 22, 2004 and recorded as Book 8037, Page 156.

Subject to an easement granted to New England Telephone and Telegraph Co. and Verizon New England Inc. dated September 9, 2005 and recorded as Book 8435, Page 104.

Subject to an easement granted to Massachusetts Electric Company dated October 31, 2005 and recorded as Book 8529, Page 40, as affected by amendments recorded at Book 11616 Page 101, Book 11812 Page 346, Book 11856 Page 218 and Book 11990 Page 113.

Subject to Notice of Definitive Subdivision Approval dated July 26, 2007 and recorded at Book 9318 Page 289. See also Notice of Subdivision Amendment recorded at Book 9957 Page 50.

Subject to the Amended and Restated By-Laws Village at Hospital Hill-North dated September 26, 2008 and recorded at Book 9610 Page 131.

Subject to a Reciprocal Easement Agreement by and between Hospital Hill Development LLC and Northampton Heights ALF Limited Partnership dated October 16, 2014 and recorded at Book 11787 Page 97.

Subject to an Order of Conditions dated January 22, 2004, recorded as Book 7683, Page 291, as affected by an Extension recorded at Book 9058 Page 1 and the Certificate of Compliance recorded as Book 9058 Page 3.

Subject to an Order of Conditions dated August 14, 2000, recorded as Book 6022, Page 110, as affected by the Certificate of Compliance recorded as Book 9592 Page 309.

Subject to Storm water Management Operation, Maintenance, and Inspection Agreement by and between Hospital Hill Development LLC and the City of Northampton dated October 28, 2010 and recorded at Book 10375 Page 319.

Subject to the easements and restrictions contained in the deed recorded as Book 11938 Page 86.

Subject to the provisions included upon the Plan recorded as Plan Book 234 Page 51.

Subject to the provisions included upon the Plan recorded as Plan Book 235, Page 91.

Subject to provisions in release Deed dated May 13, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12273, Page 199.

Subject to a Stormwater Management Operation, Maintenance, and Inspection Agreement to the City of Northampton dated July 13, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12344, Page 163.

Subject to the Planning Board Decision by the City of Northampton dated June 8, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12346, Page 217.

Subject to and together with an easement between Hospital Hill Development LLC and Northampton Heights ALF Limited Partnership and The Columns at Rockwell Place, LLC dated September 14, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12428, Page 338.


Subject to a Reciprocal Easement Agreement between the Commonwealth of Massachusetts, acting by and through its division of Capital Asset Management and Maintenance and Hospital Hill Development LLC dated November 25, 2002 and recorded at Book 6925 Page 305, as affected by amendments recorded at Book 10652 Page 238 and Book 11704 Page 1; as amended by the Third Amendment to Reciprocal Easement Agreement at Book 12629, Page 332.

BEING the same premise conveyed to mortgagor herein by deed of Hospital Hill Development LLC dated May 13, 2016 and recorded in the Hampshire County Registry of Deeds in Book 12273, Page 199.

EXHIBIT B
Condominium Master Deed Plans

The Columns at Rockwell Place
30 Village Hill Road
Northampton, MA 01060



 **Caolo & Bieniek Associates, Inc.**
Architecture Planning Interior Design
 521 East Street, Chicopee, MA 01020 (413) 594-2800
 CBA Project # 201432



Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

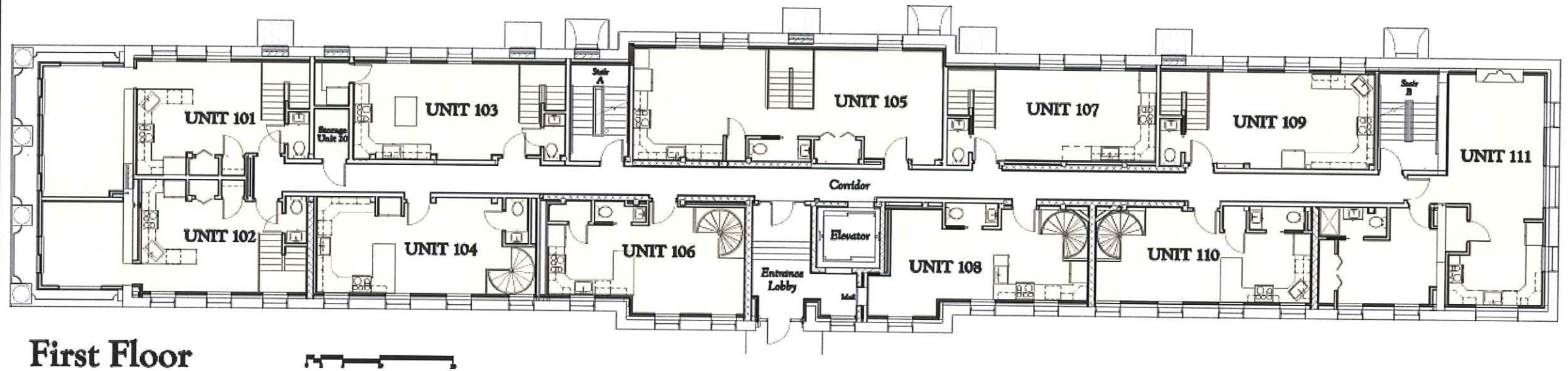
I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

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Sheet #	Name
1	Cover Sheet
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3	Garden Level - Overall Plan
4	Unit 101 - Overall Plan
5	Unit 102 - Overall Plan
6	Unit 103 - Overall Plan
7	Unit 104 - Overall Plan
8	Unit 105 - Overall Plan
9	Unit 106 - Overall Plan
10	Unit 107 - Overall Plan
11	Unit 108 - Overall Plan
12	Unit 109 - Overall Plan
13	Unit 110 - Overall Plan
14	Unit 111 - Overall Plan
15	Second Floor - Overall Plan
16	Unit 201 - Overall Plan
17	Unit 202 - Overall Plan
18	Unit 203 - Overall Plan
19	Unit 204 - Overall Plan
20	Unit 205 - Overall Plan
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24	Unit 301 - Overall Plan
25	Unit 302 - Overall Plan
26	Unit 303 - Overall Plan
27	Unit 304 - Overall Plan
28	Unit 305 - Overall Plan
29	Unit 306 - Overall Plan
30	Unit 307 - Overall Plan
31	First Floor Storage Units
32	Garden Level Storage Units

First Floor - Overall Plan

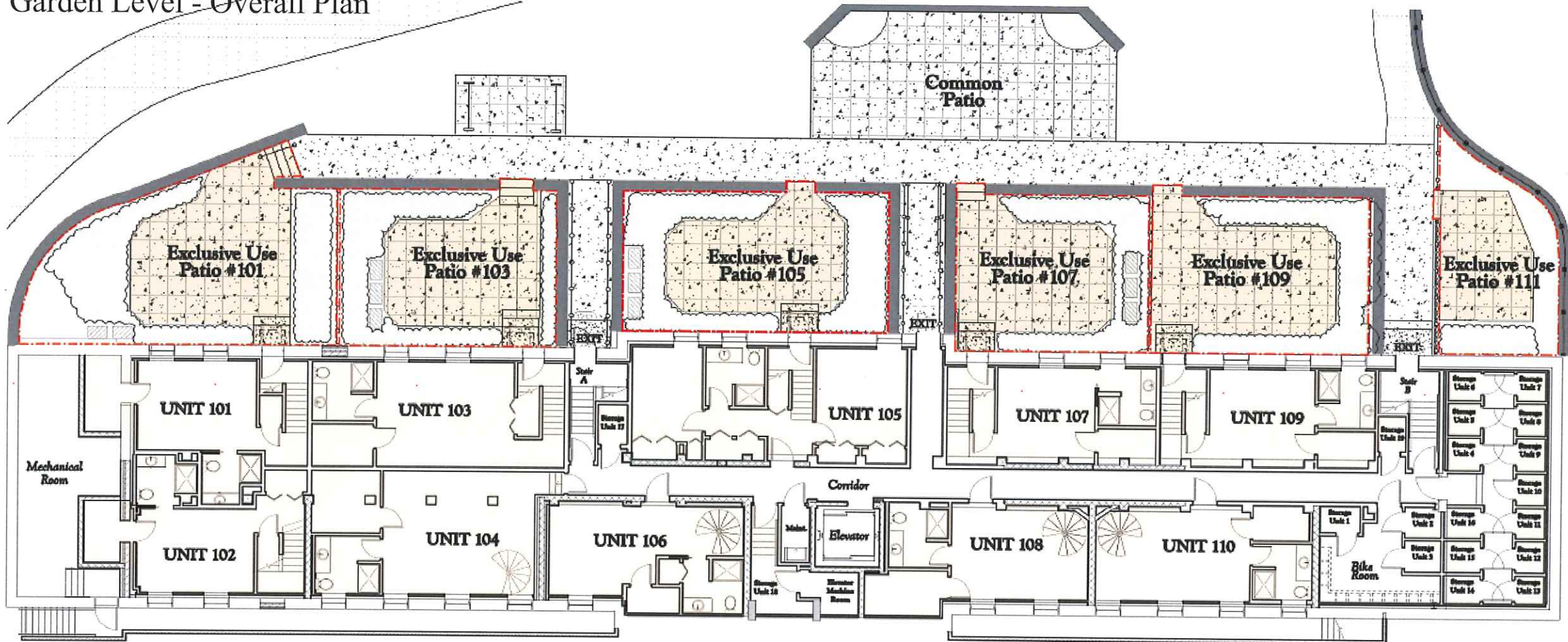


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Garden Level - Overall Plan



Garden Level



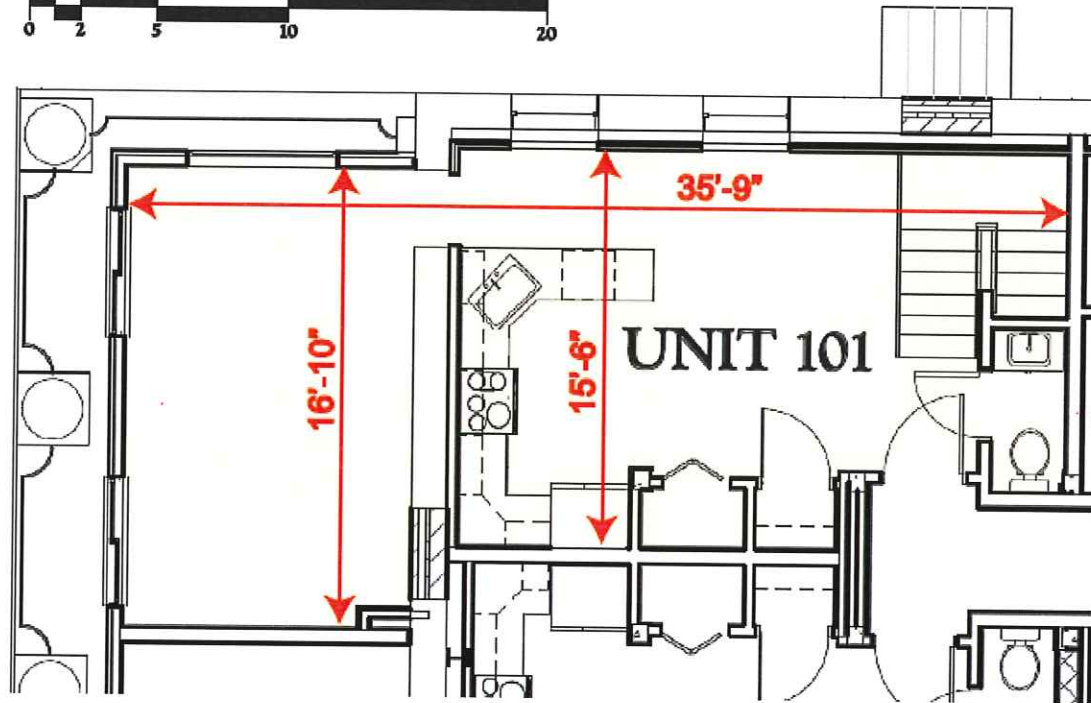
Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 101 - Overall Plan

Total +/- 1,170 sq.ft. (not including patio)

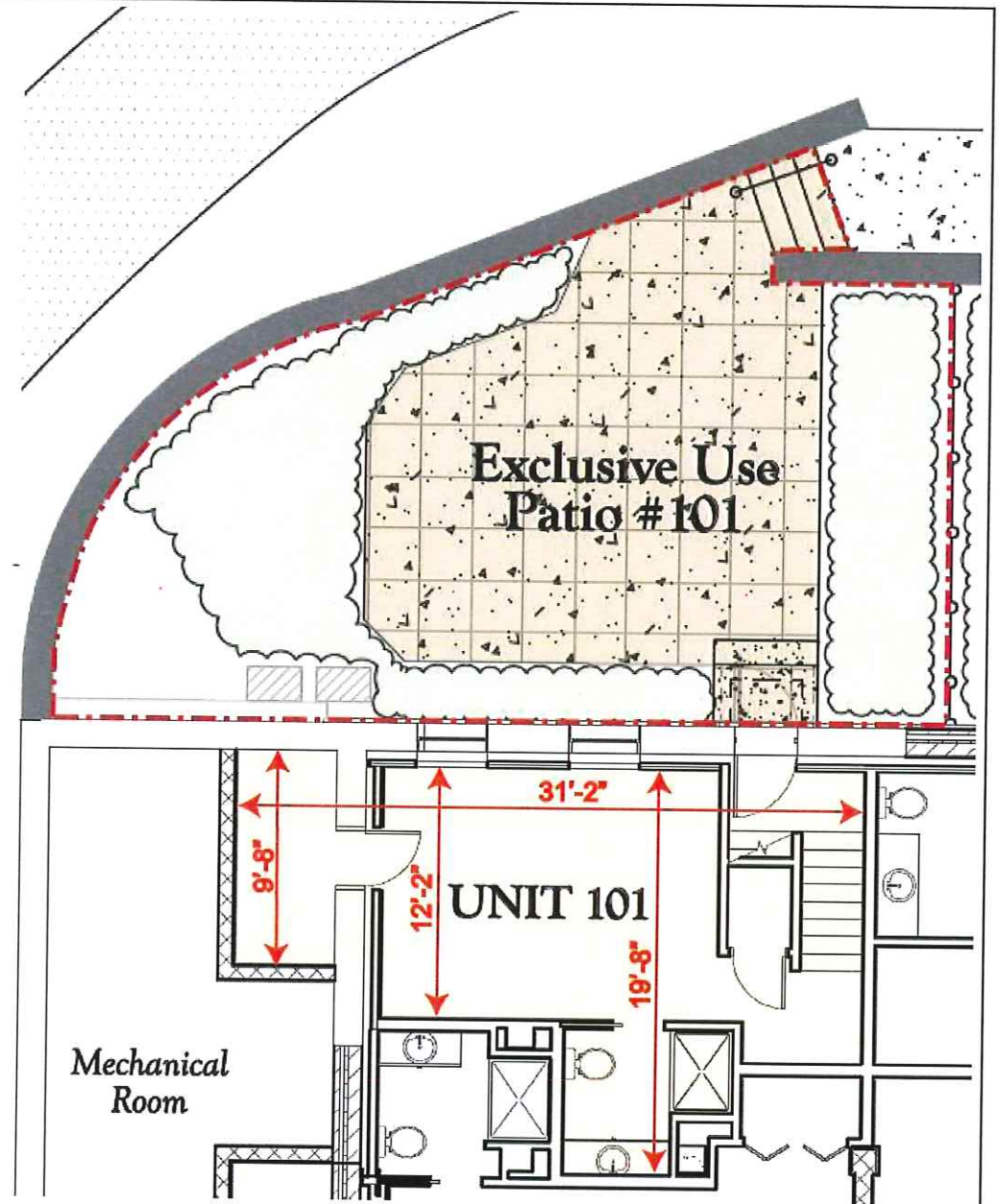


FIRST FLOOR

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

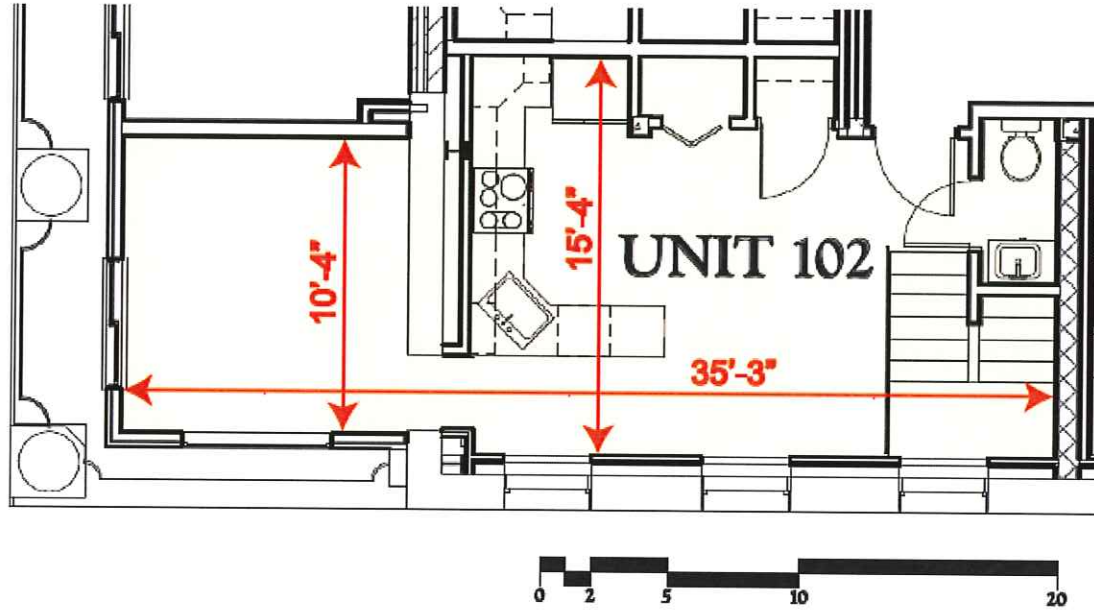
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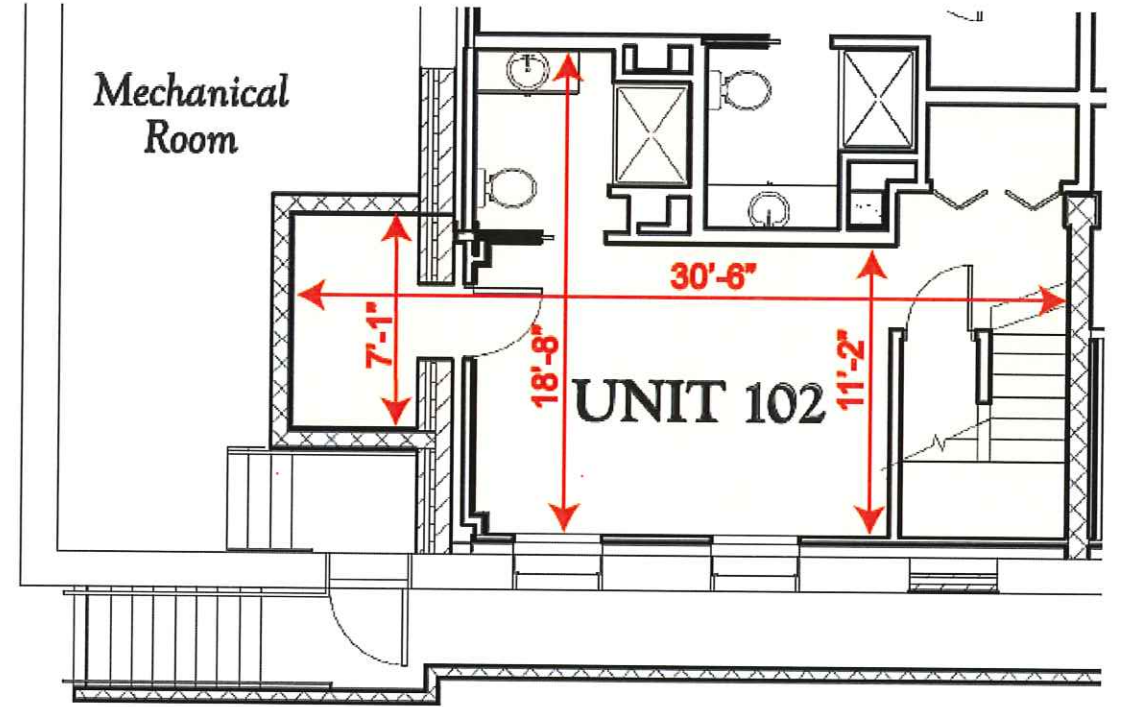


GARDEN LEVEL

Unit 102 - Overall Plan



FIRST FLOOR



GARDEN LEVEL

Total +/- 1,091 sq.ft.

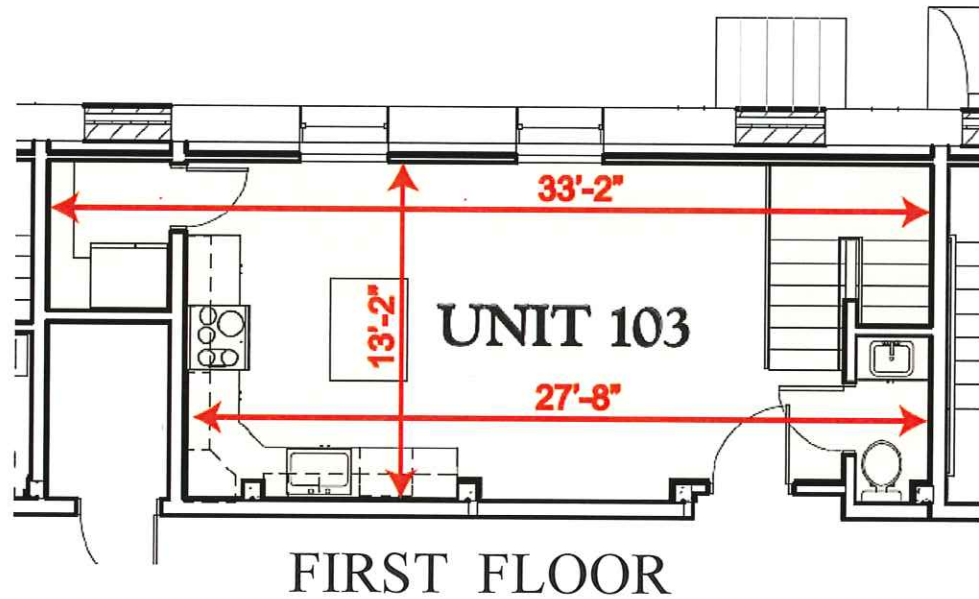
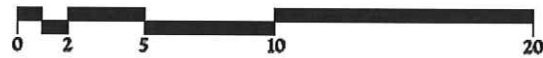
Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 103 - Overall Plan

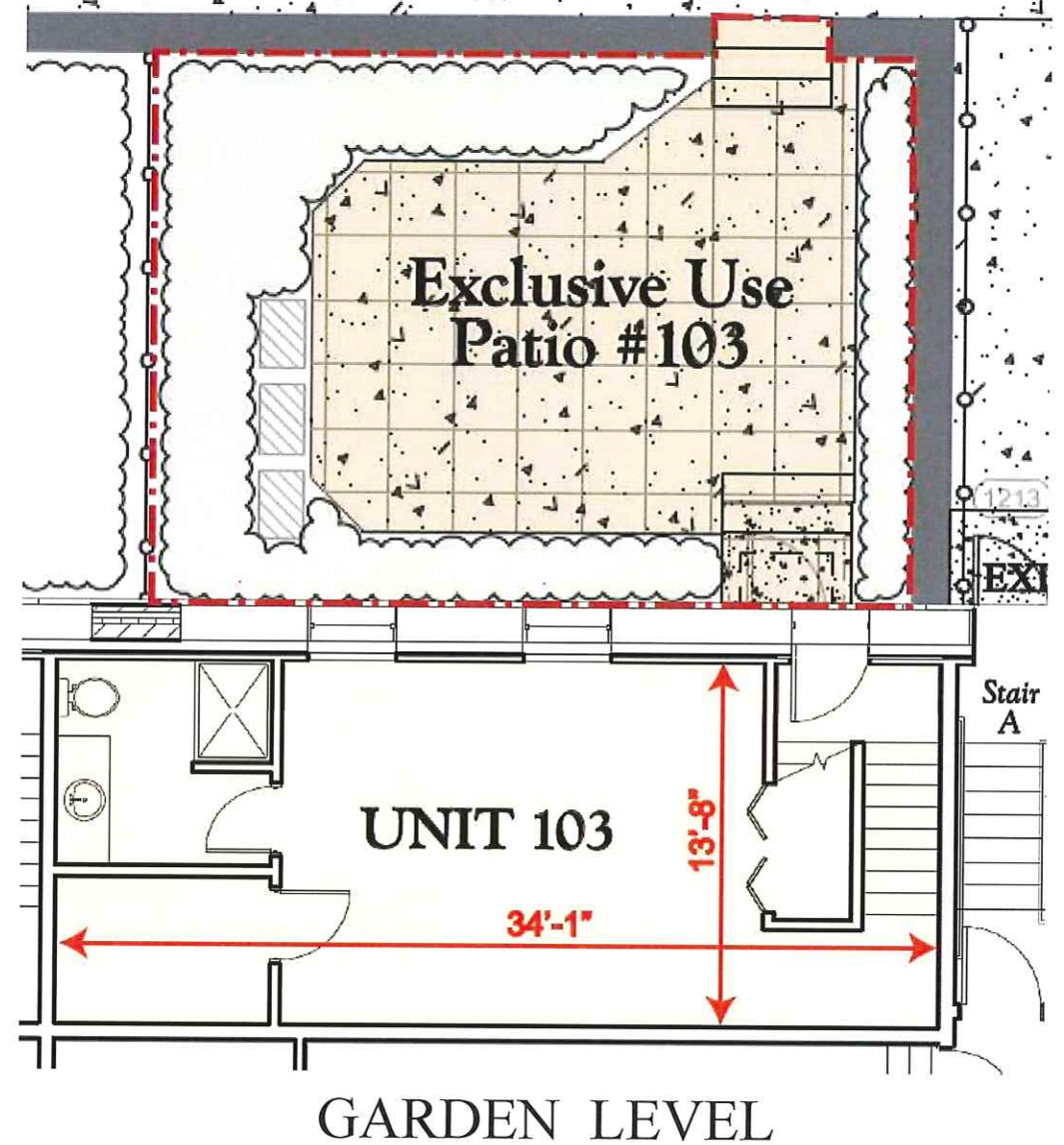
Total +/- 996 sq.ft. (not including patio)



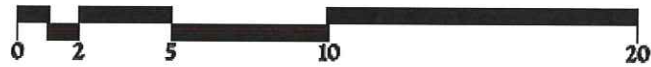
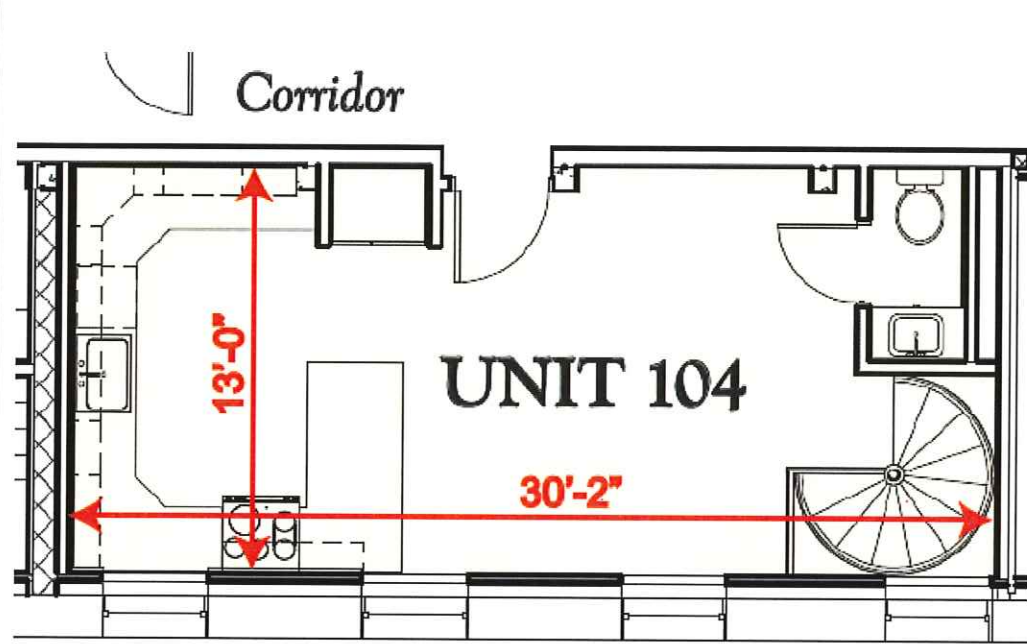
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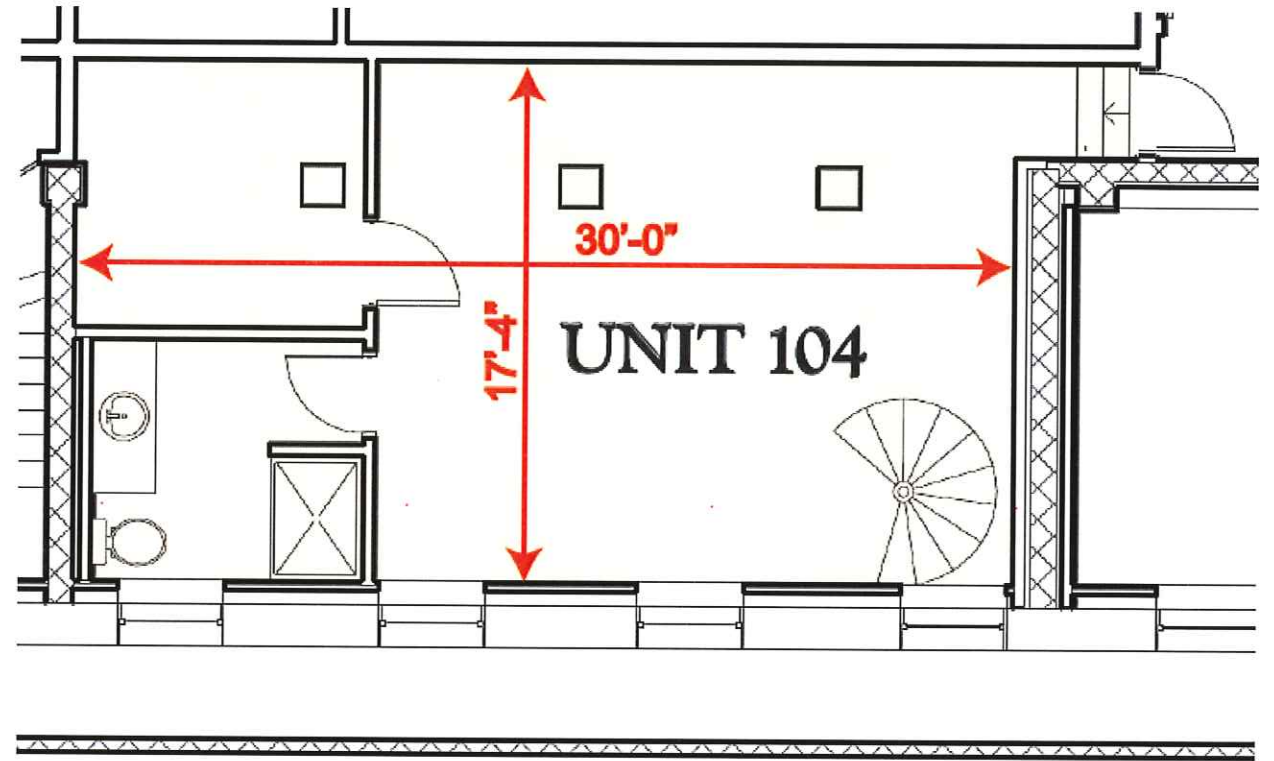
I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.



Unit 104 - Overall Plan



FIRST FLOOR



GARDEN LEVEL

Total +/- 1,106 sq.ft.

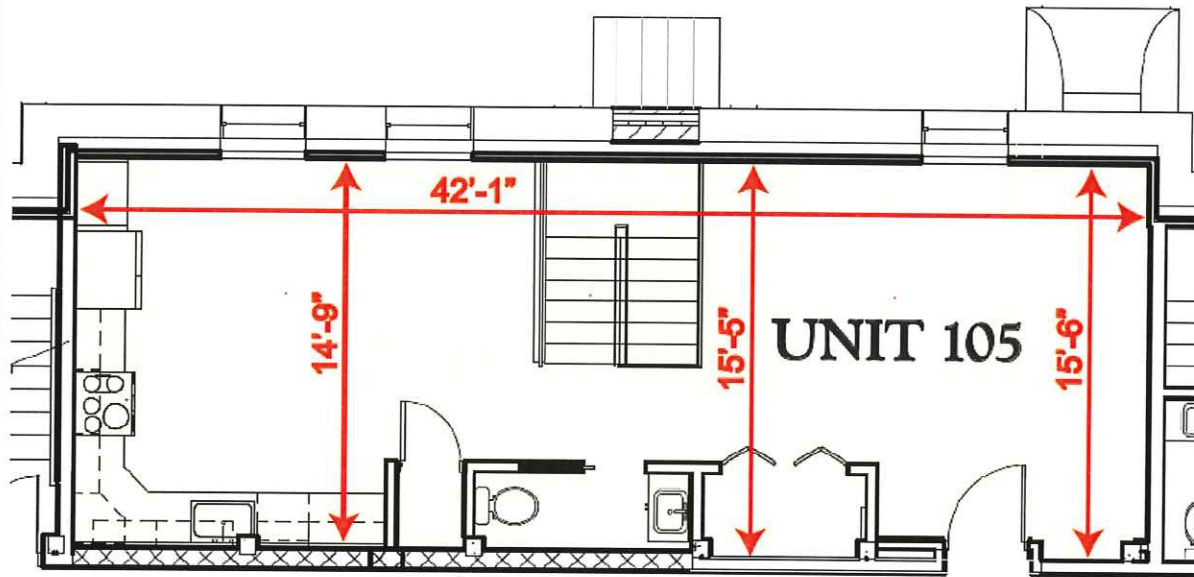
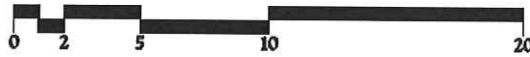
Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 105 - Overall Plan

Total +/- 1,492 sq.ft. (not including patio)



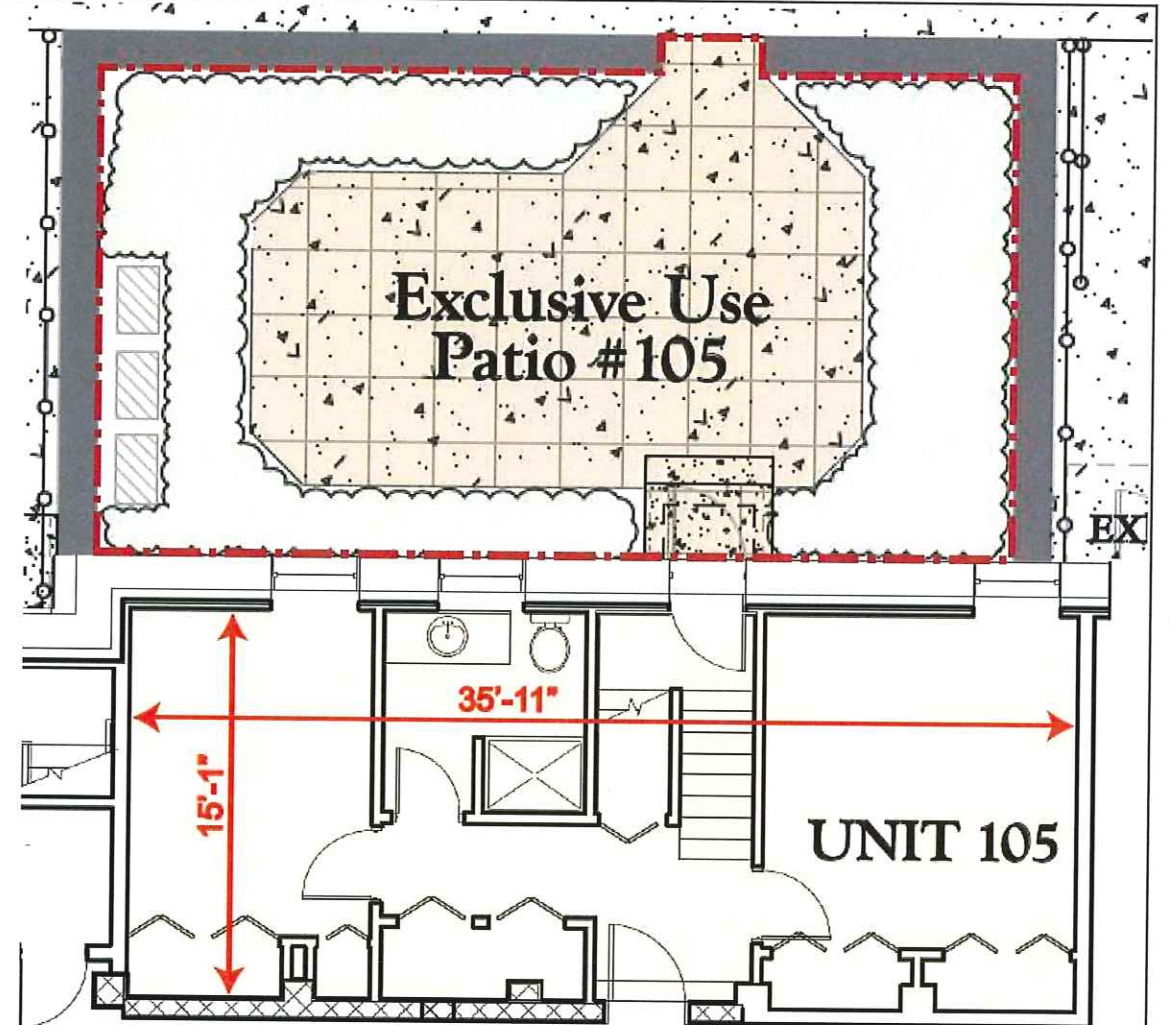
Corridor

FIRST FLOOR

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

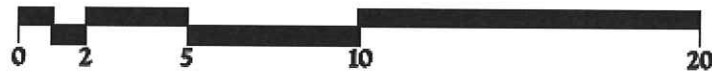
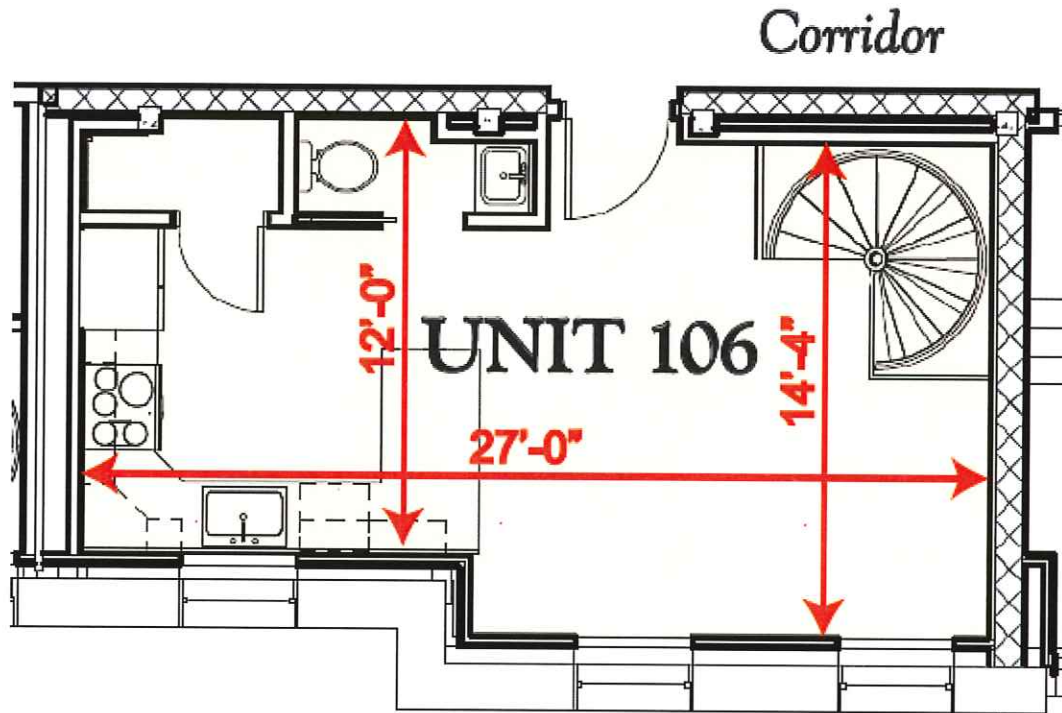
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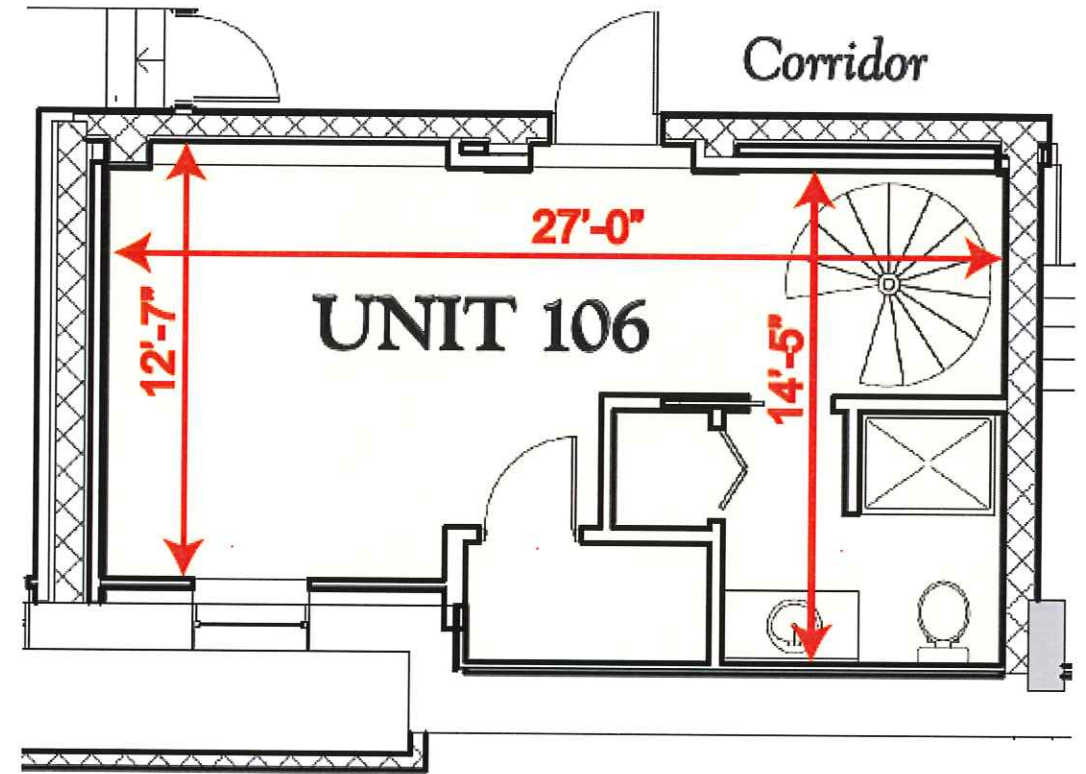
GARDEN LEVEL

Corridor

Unit 106 - Overall Plan



FIRST FLOOR



GARDEN LEVEL

Total +/- 936 sq.ft.

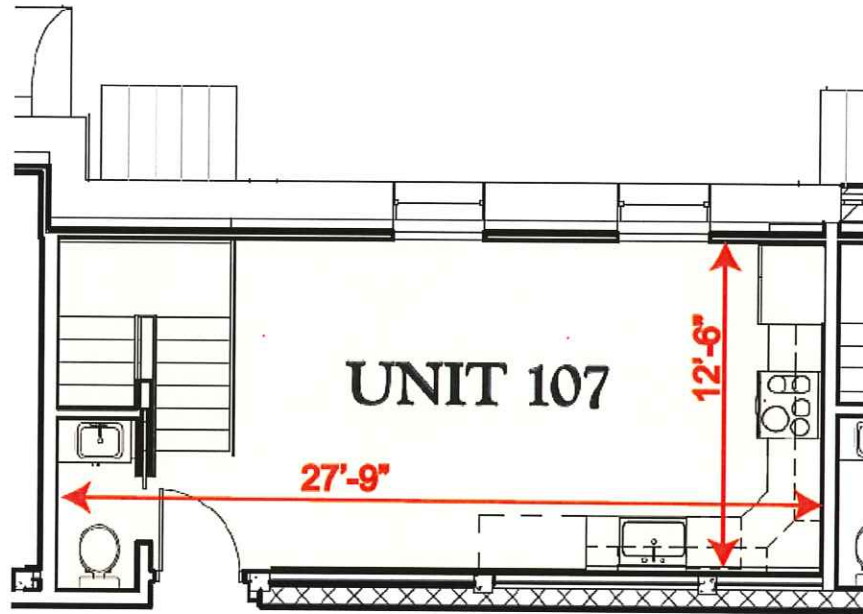
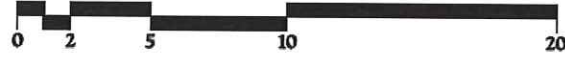
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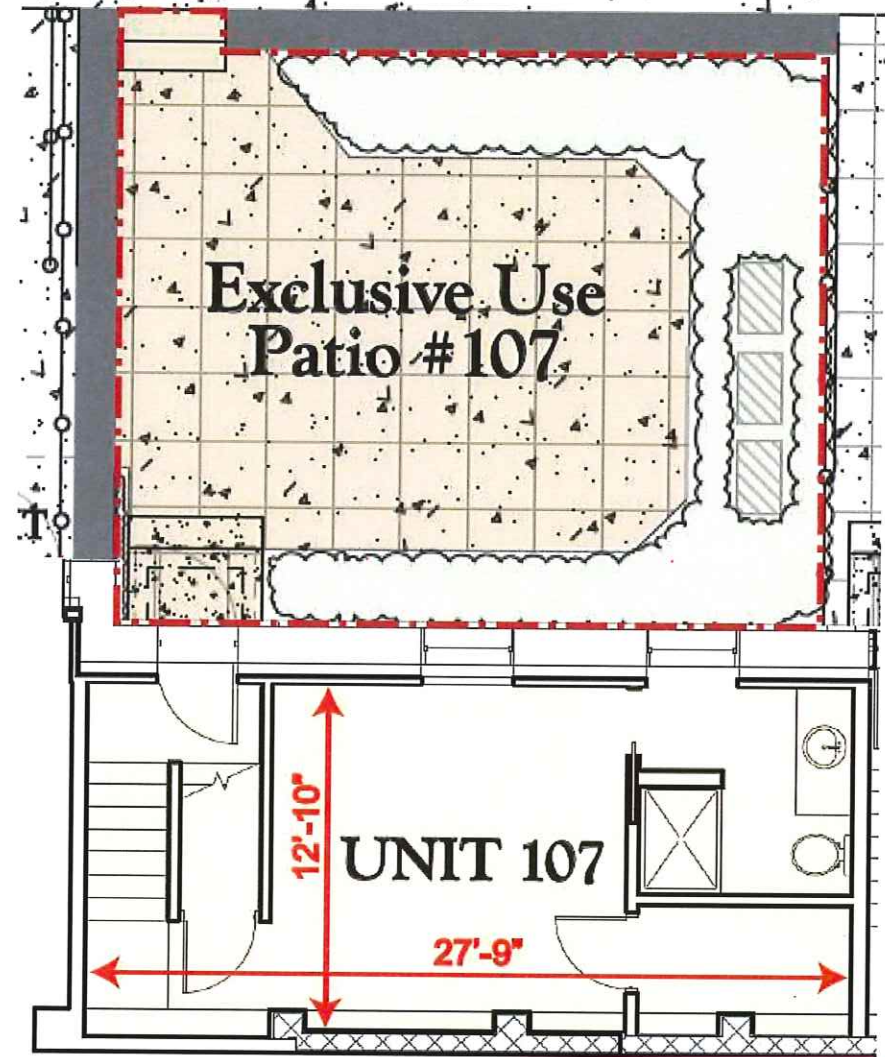
Unit 107 - Overall Plan

Total +/- 894 sq.ft. (not including patio)



Corridor

FIRST FLOOR



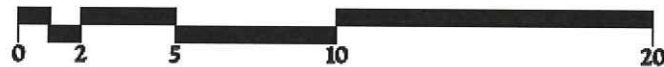
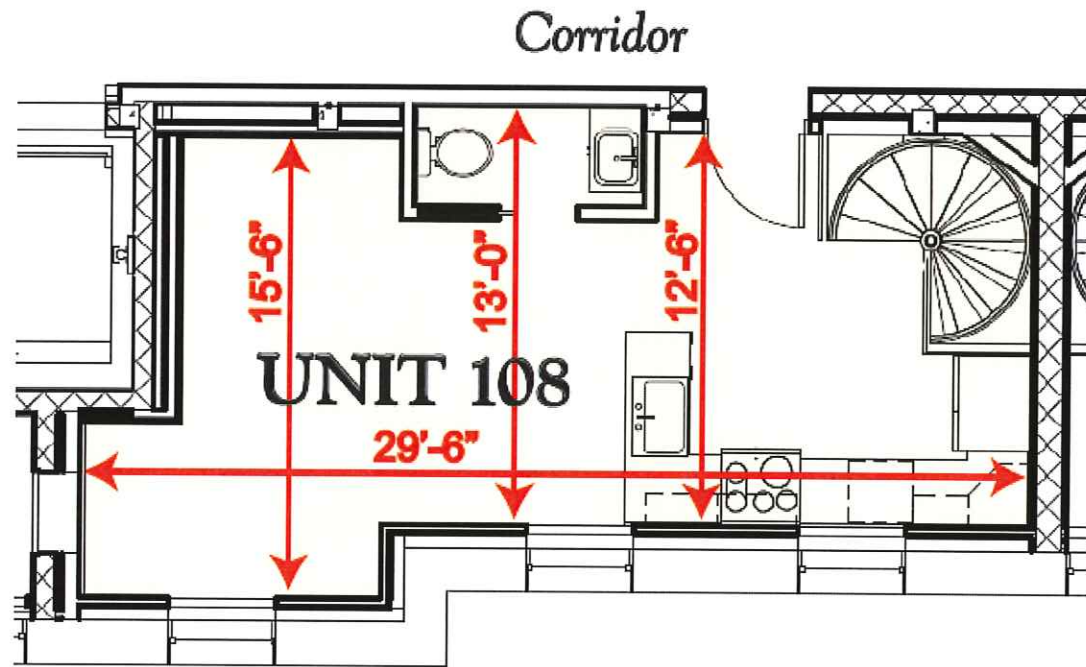
GARDEN LEVEL

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

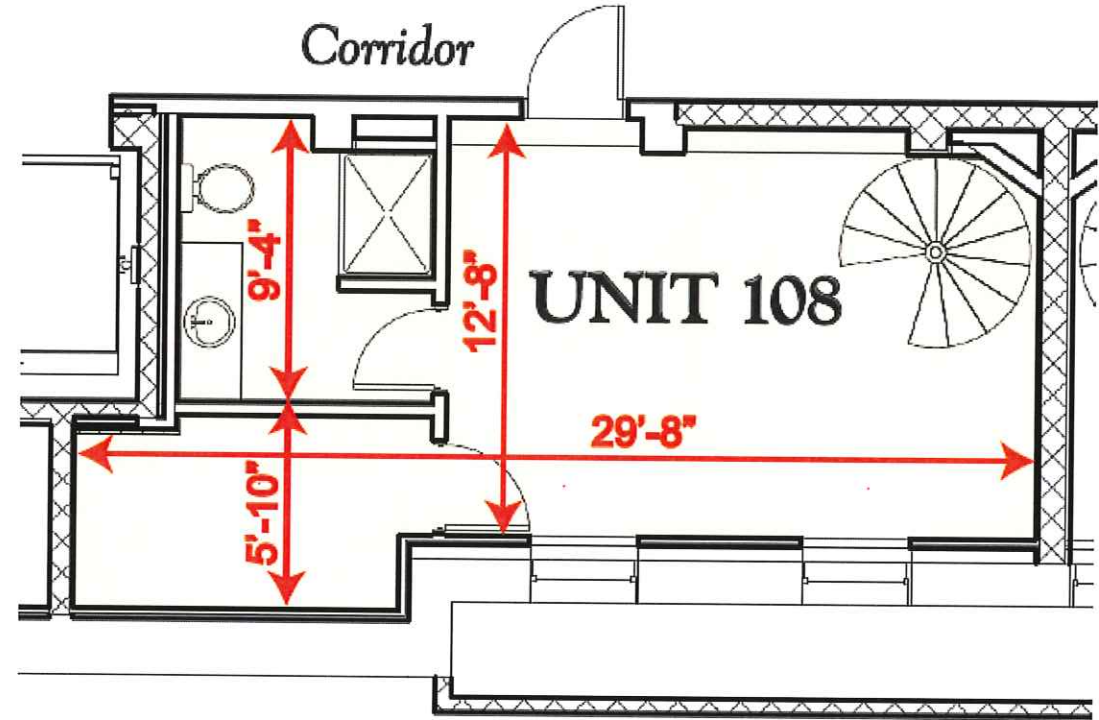
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Unit 108 - Overall Plan



FIRST FLOOR



GARDEN LEVEL

Total +/- 975 sq.ft.

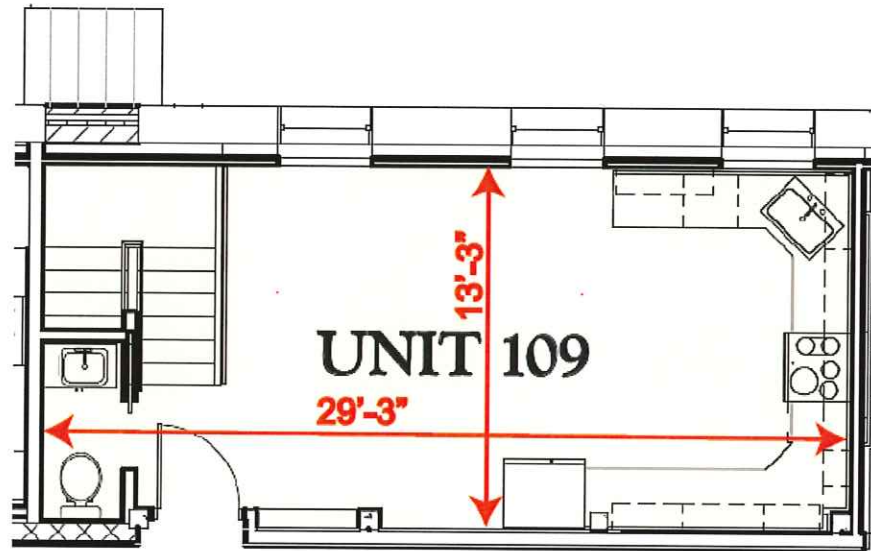
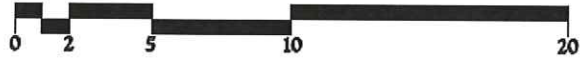
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Unit 109 - Overall Plan

Total +/- 924 sq.ft. (not including patio)



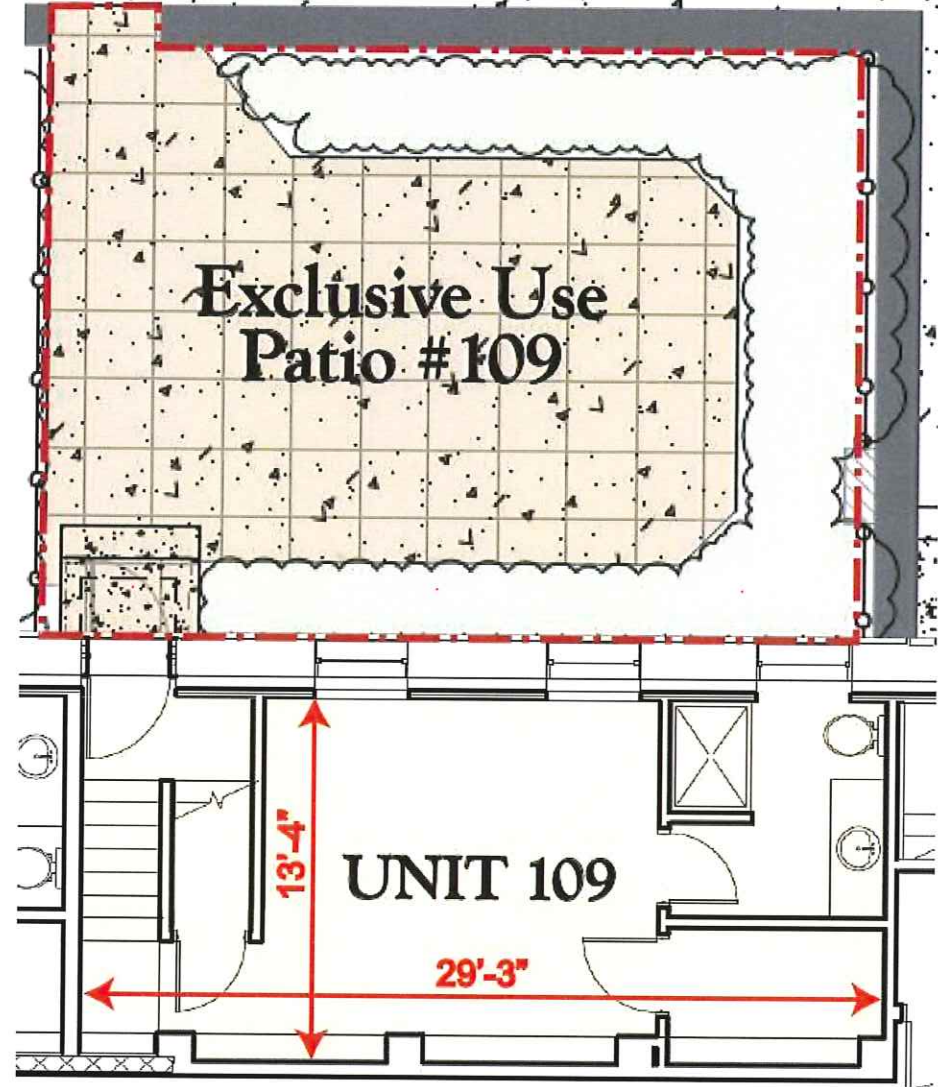
Corridor

FIRST FLOOR

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

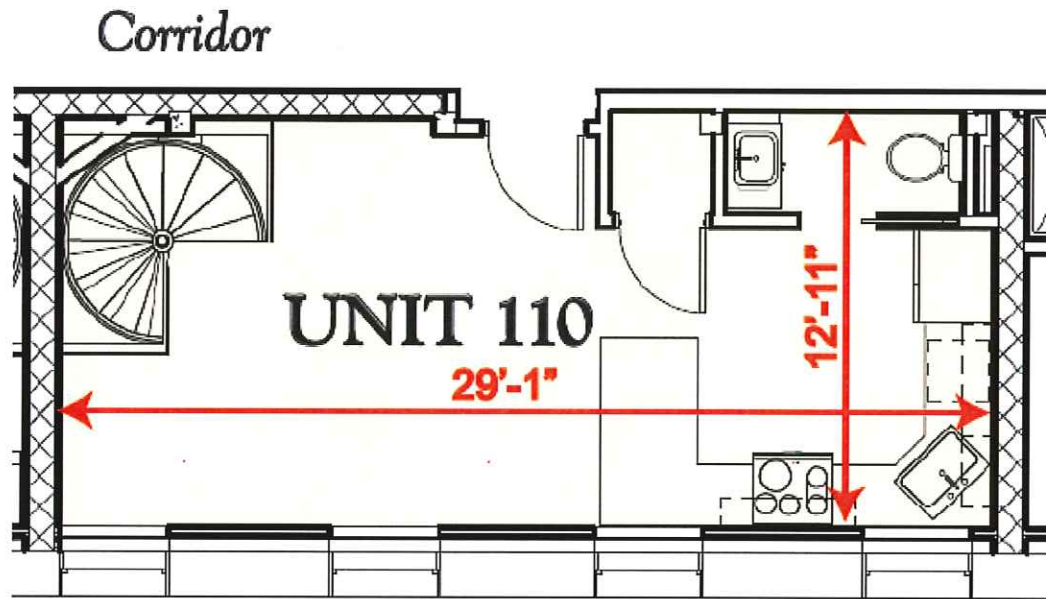
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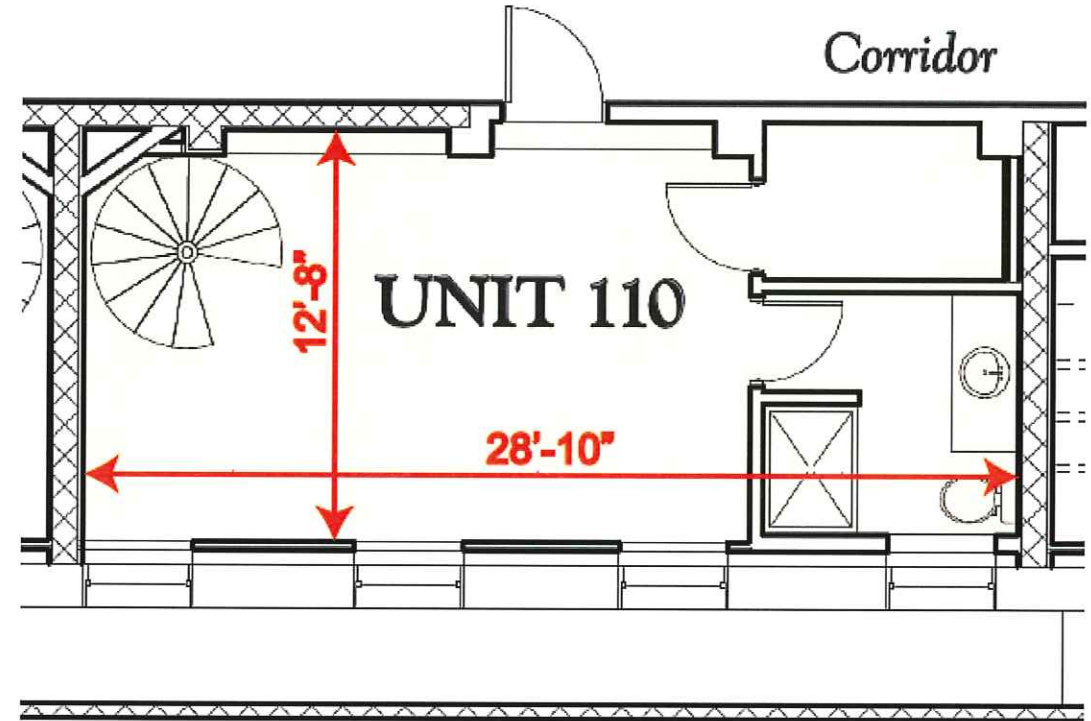


GARDEN LEVEL

Unit 110 - Overall Plan



FIRST FLOOR



GARDEN LEVEL

Total +/- 940 sq.ft.

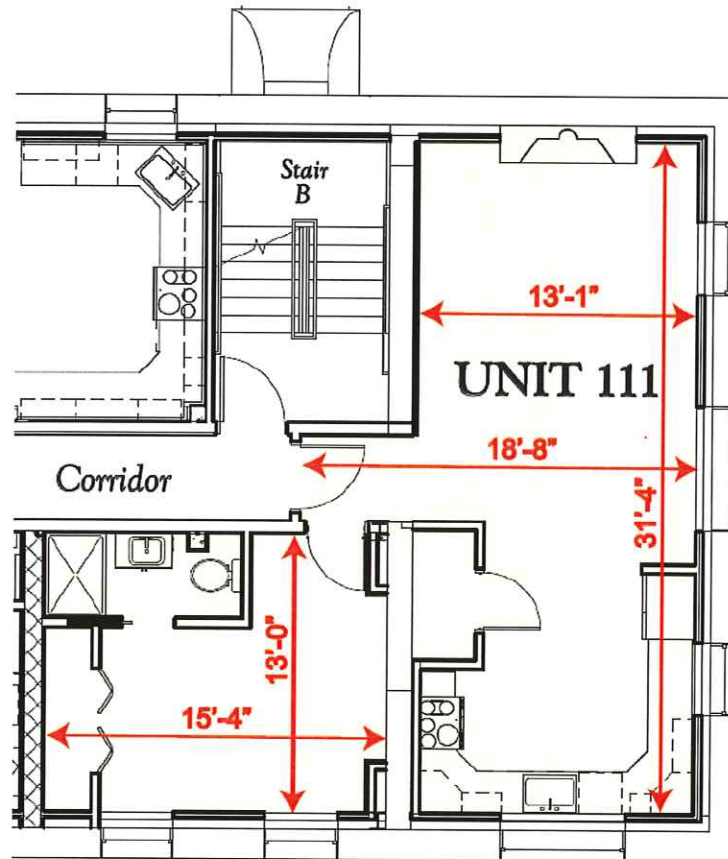
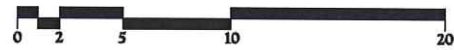
Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

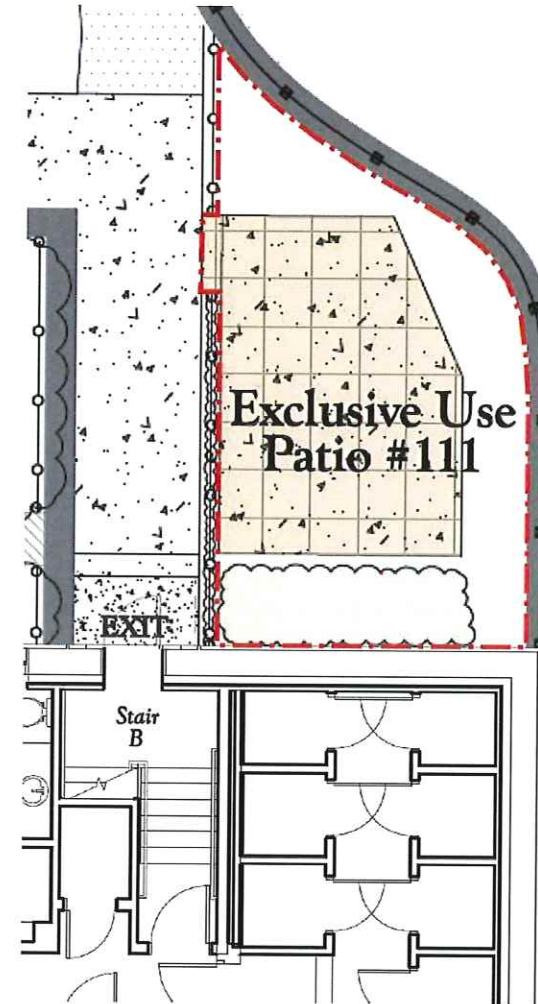
I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 111 - Overall Plan

Total +/- 859 sq.ft. (not including patio)



FIRST FLOOR



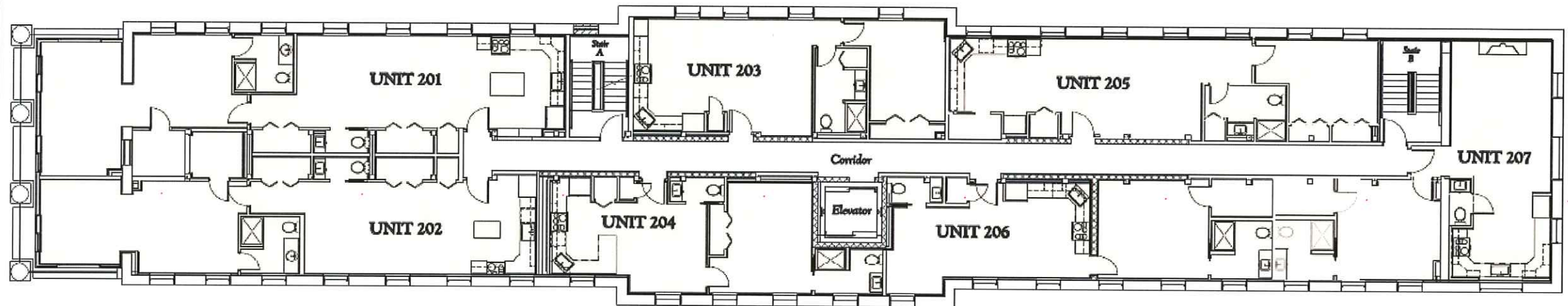
GARDEN LEVEL

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Second Floor - Overall Plan



Second Floor

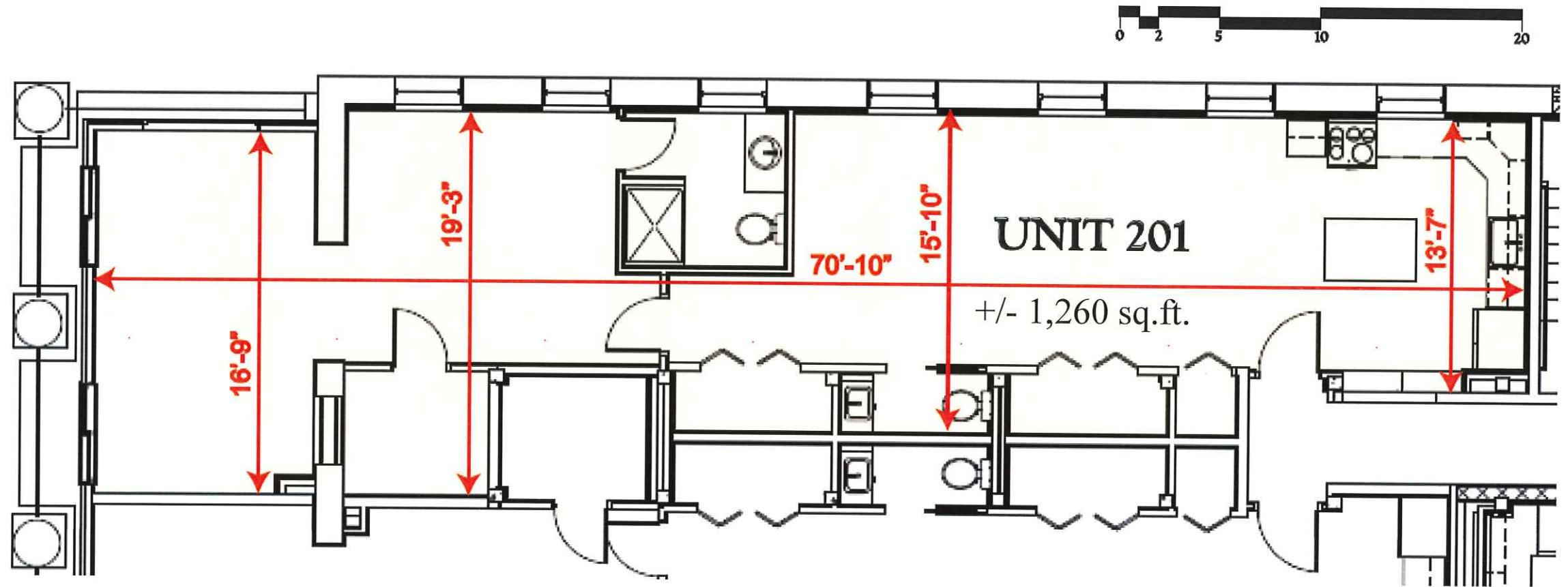


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 201 - Overall Plan

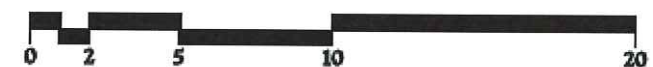
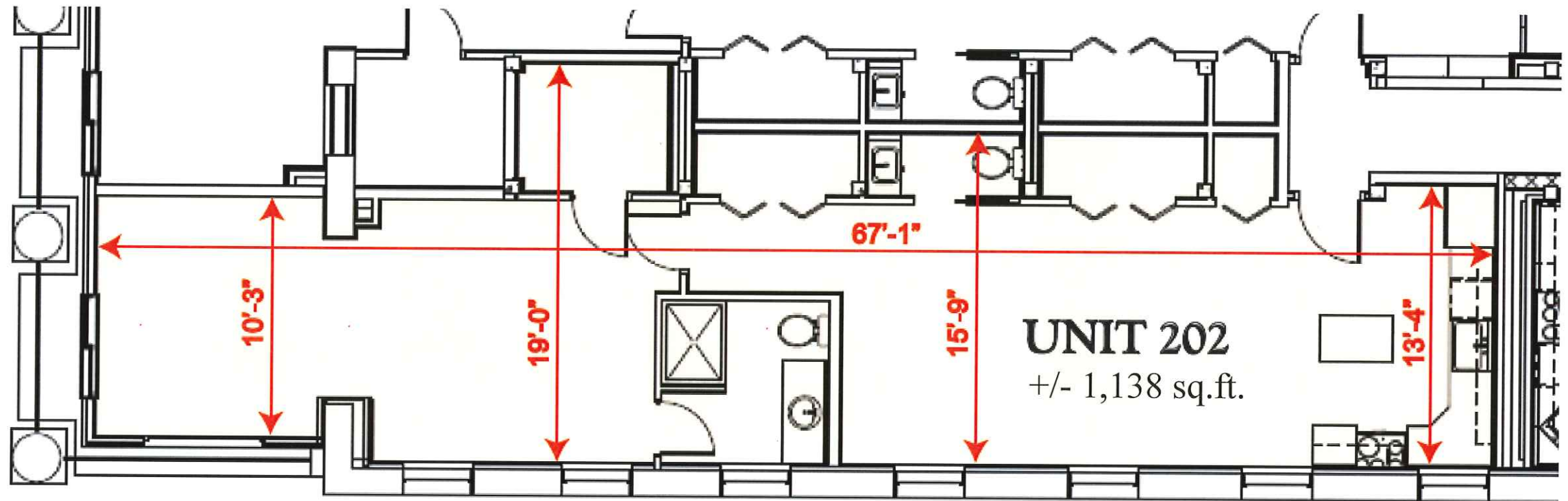


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 202 - Overall Plan

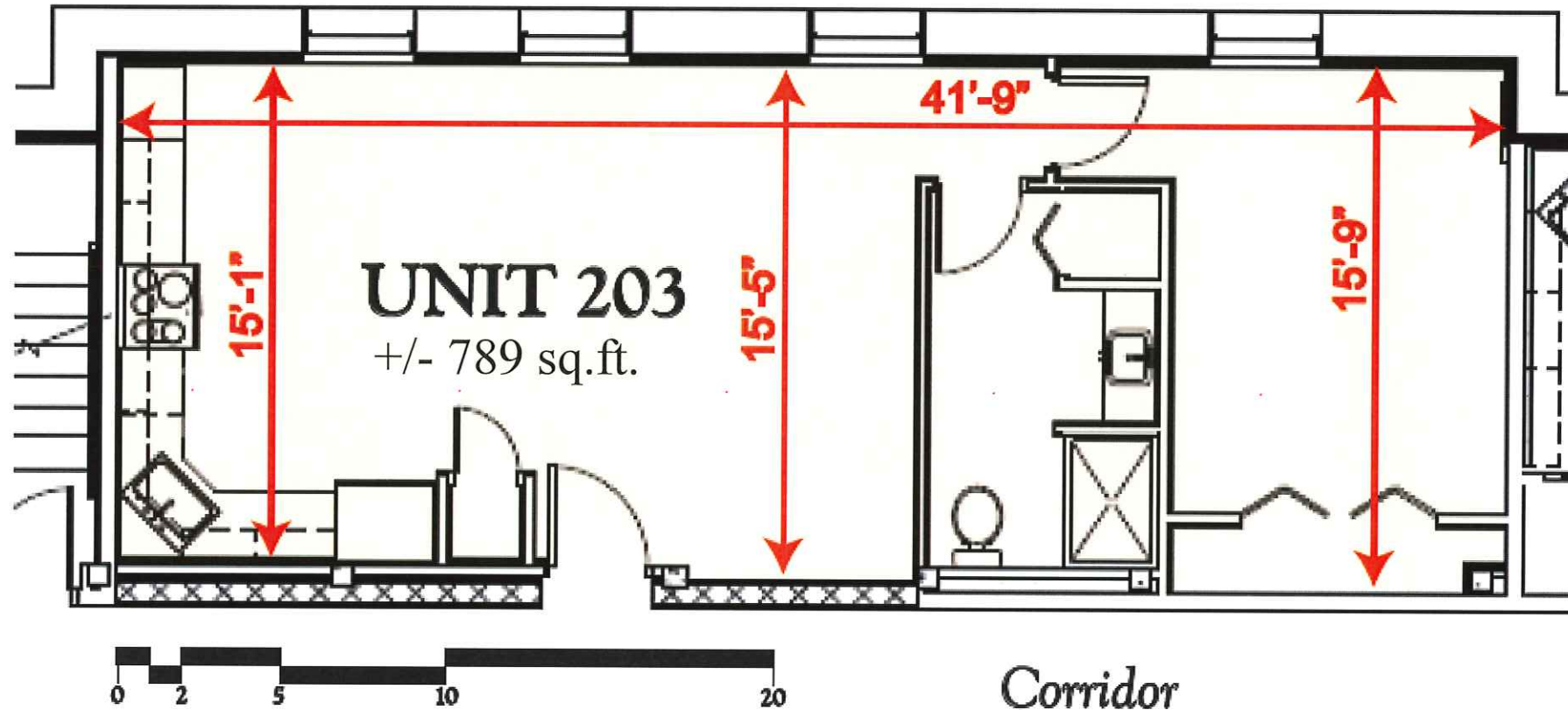


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 203 - Overall Plan

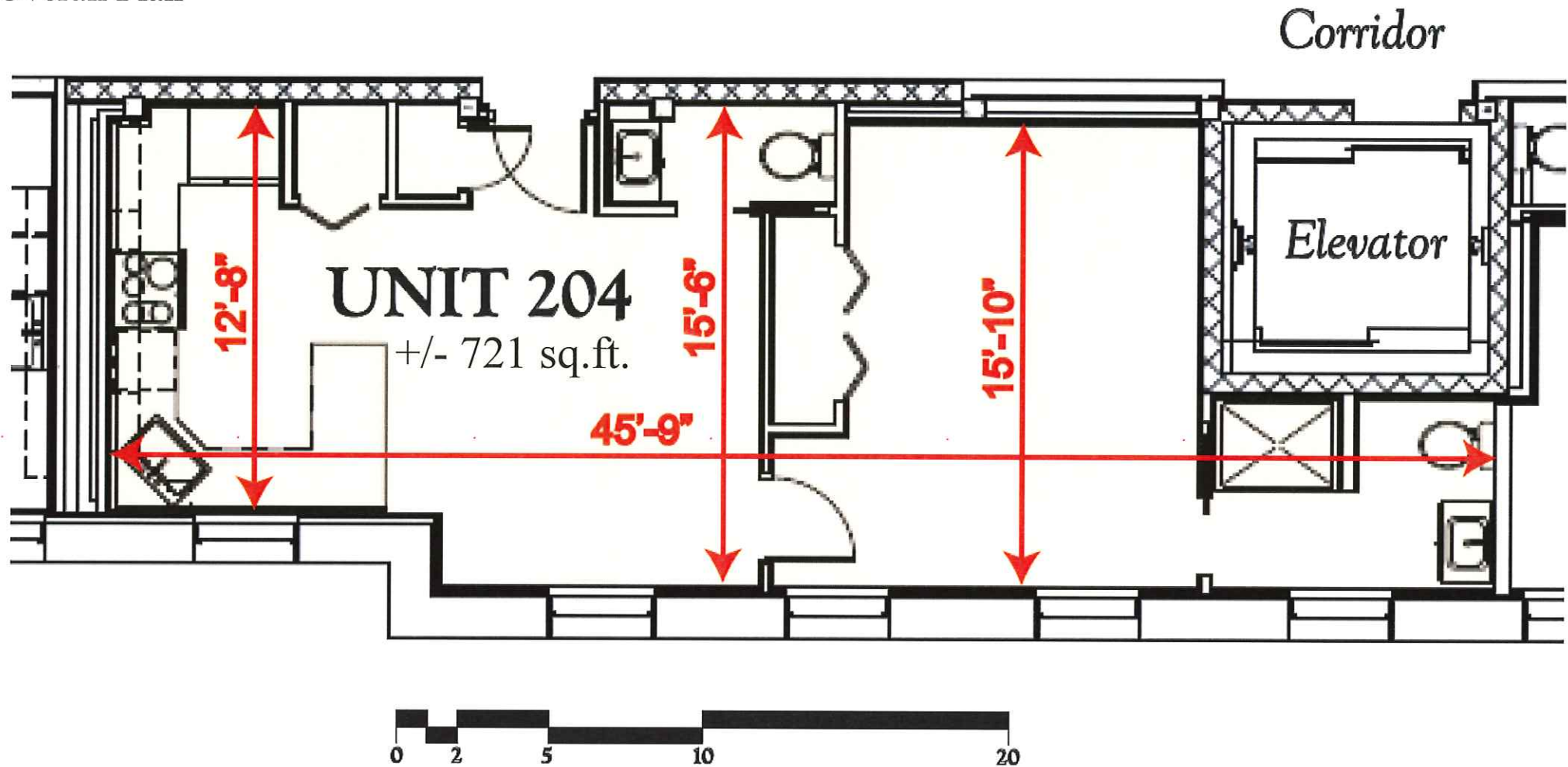


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

Unit 204 - Overall Plan

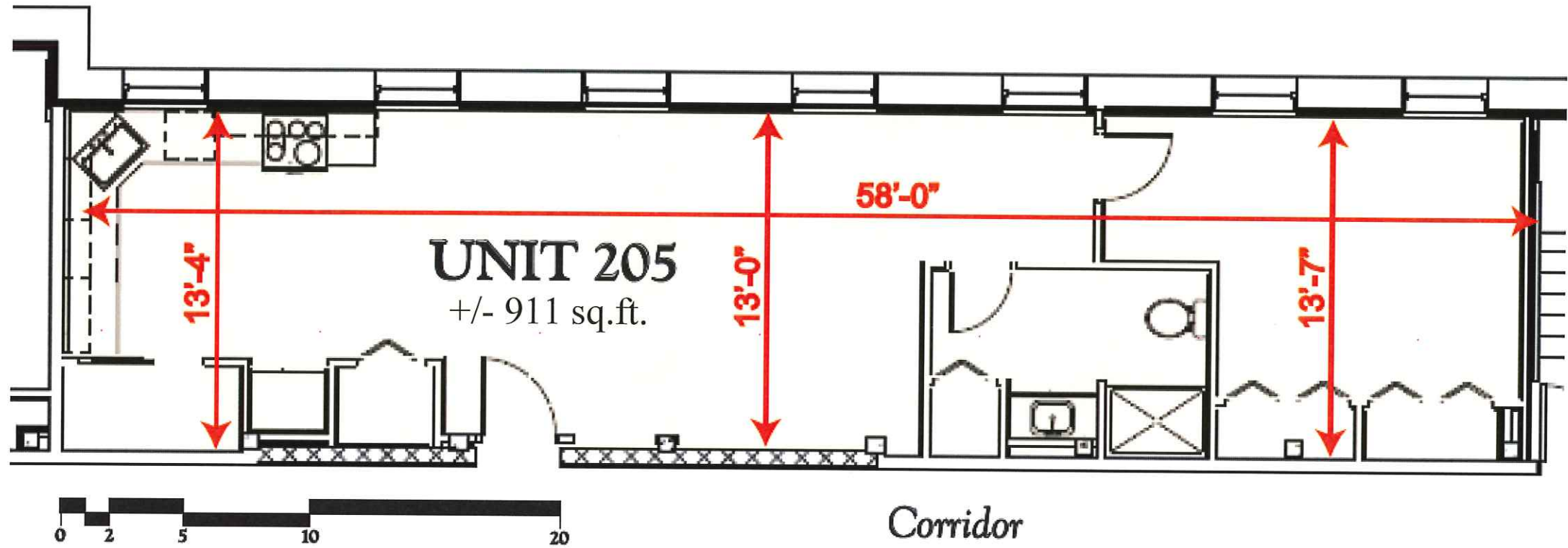


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 205 - Overall Plan

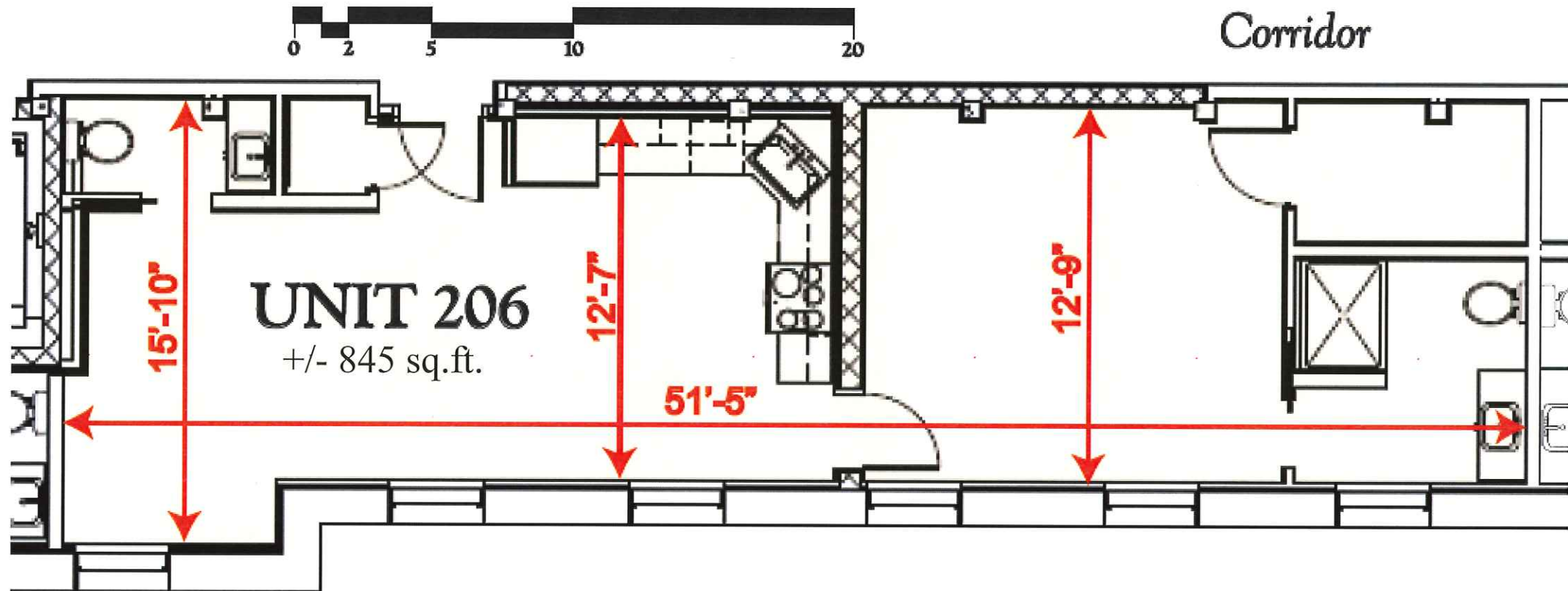


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

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Unit 206 - Overall Plan

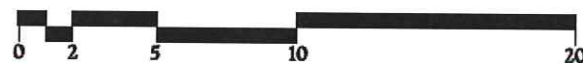
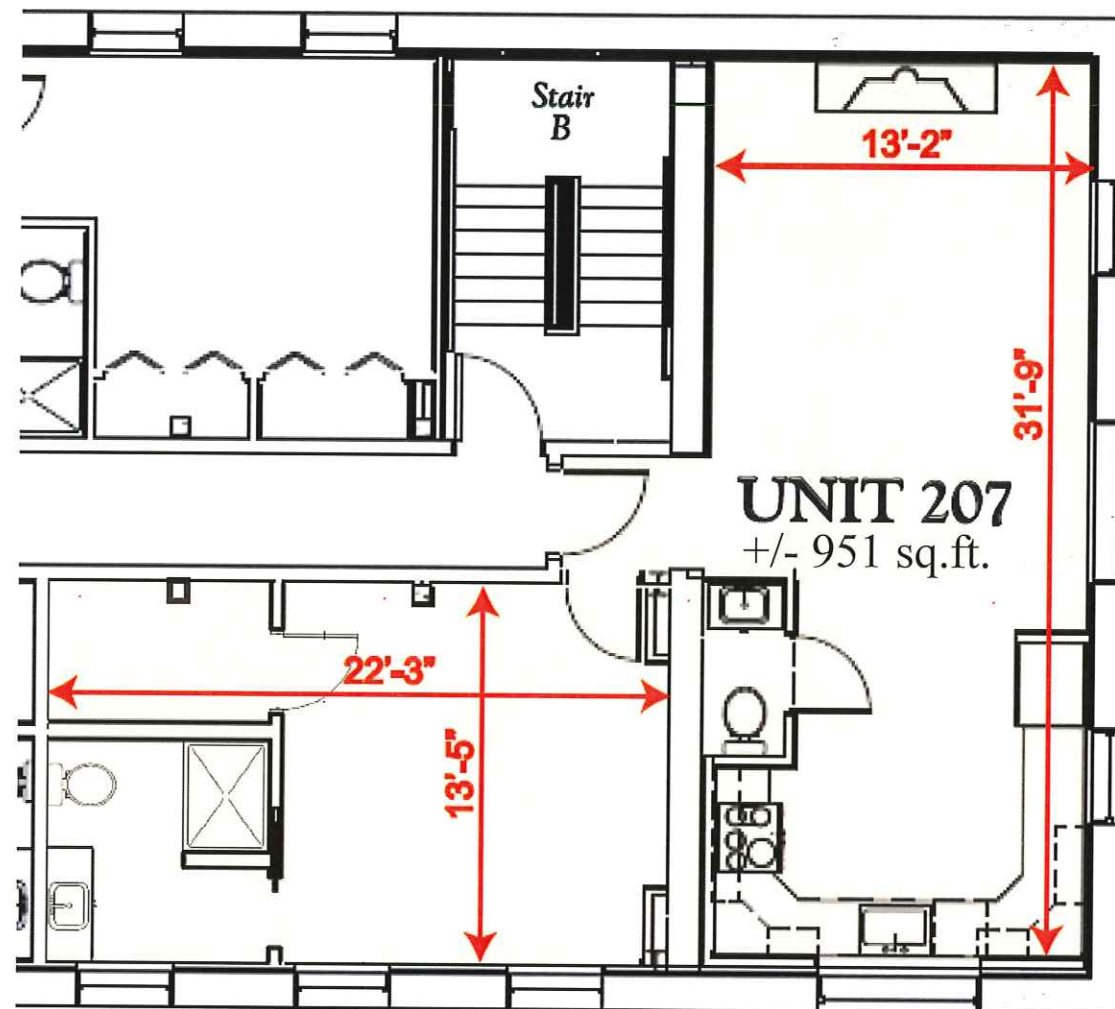


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 207 - Overall Plan

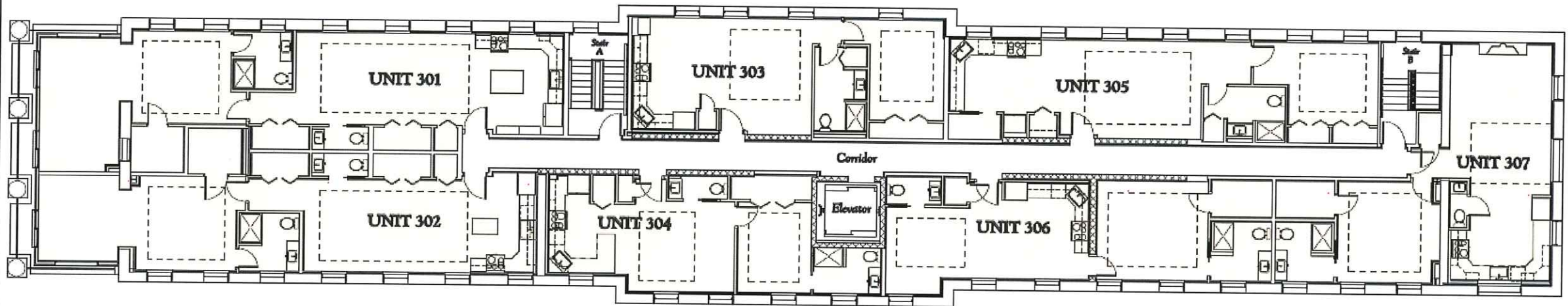


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Third Floor - Overall Plan



Third Floor

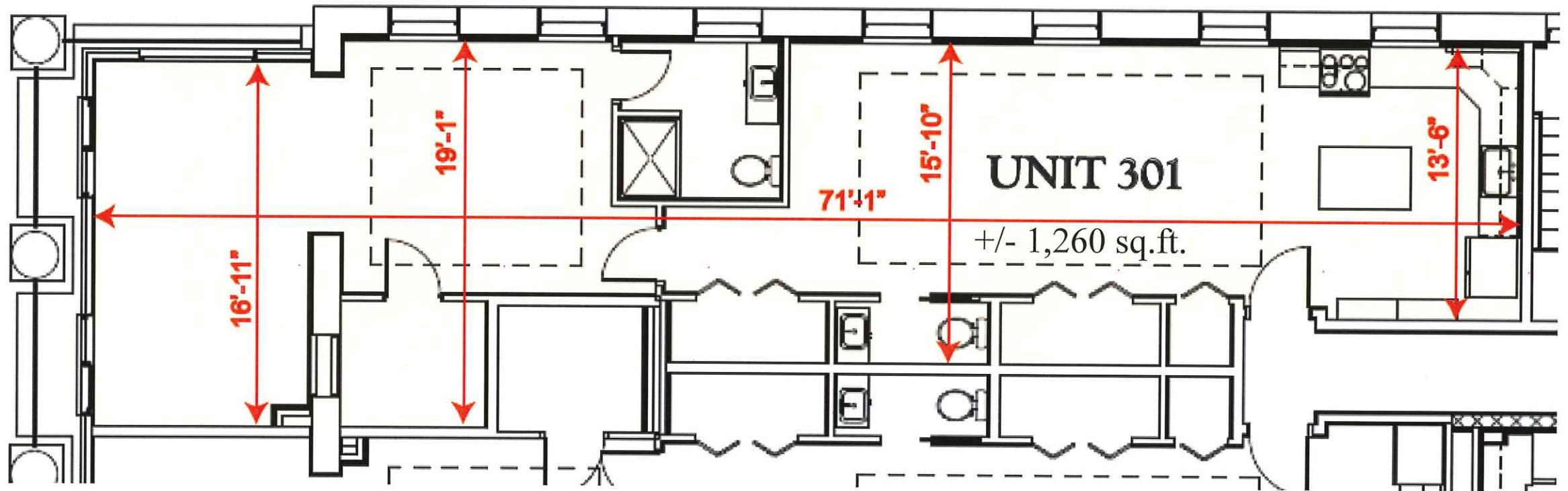
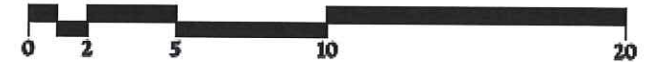


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

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Unit 301 - Overall Plan

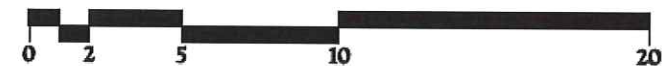
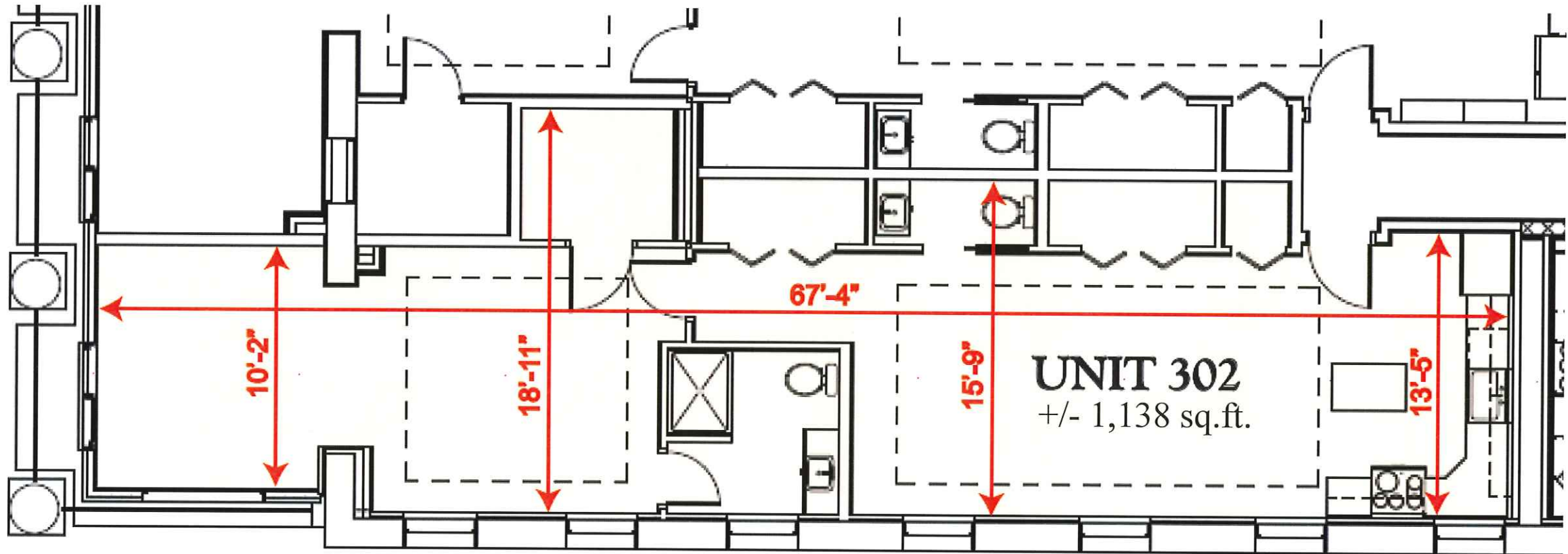


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

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Unit 302 - Overall Plan

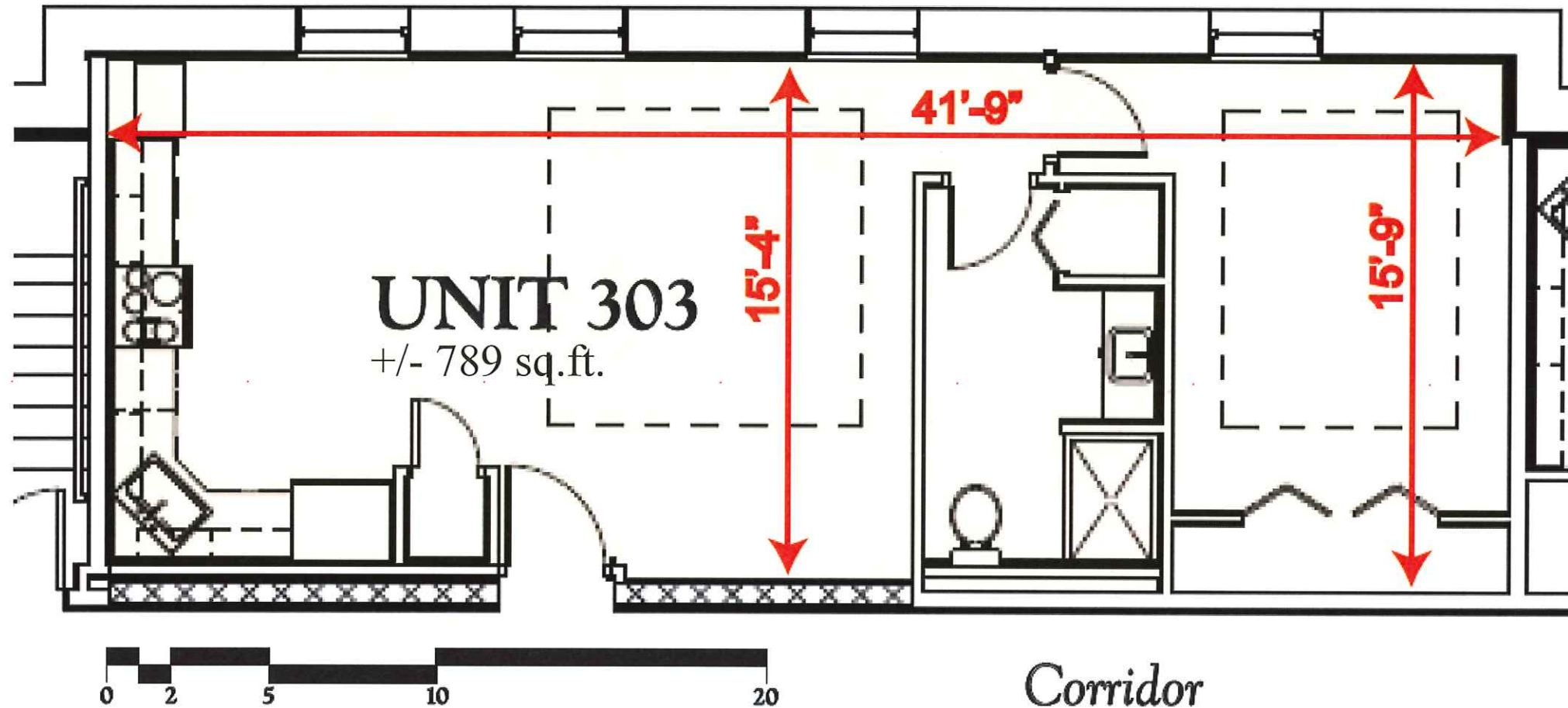


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

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Unit 303 - Overall Plan

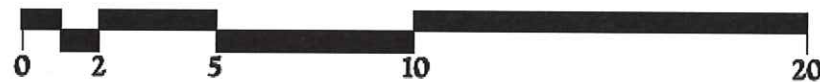
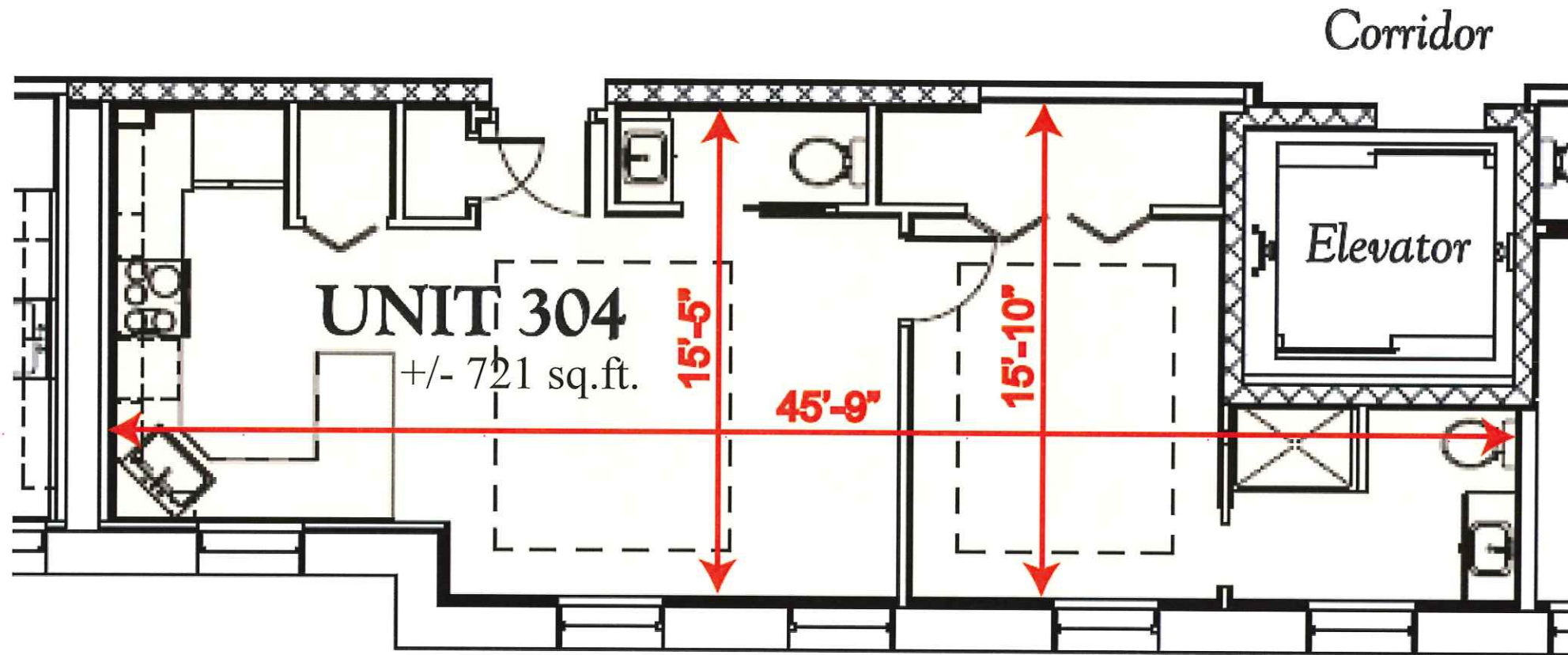


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 304 - Overall Plan

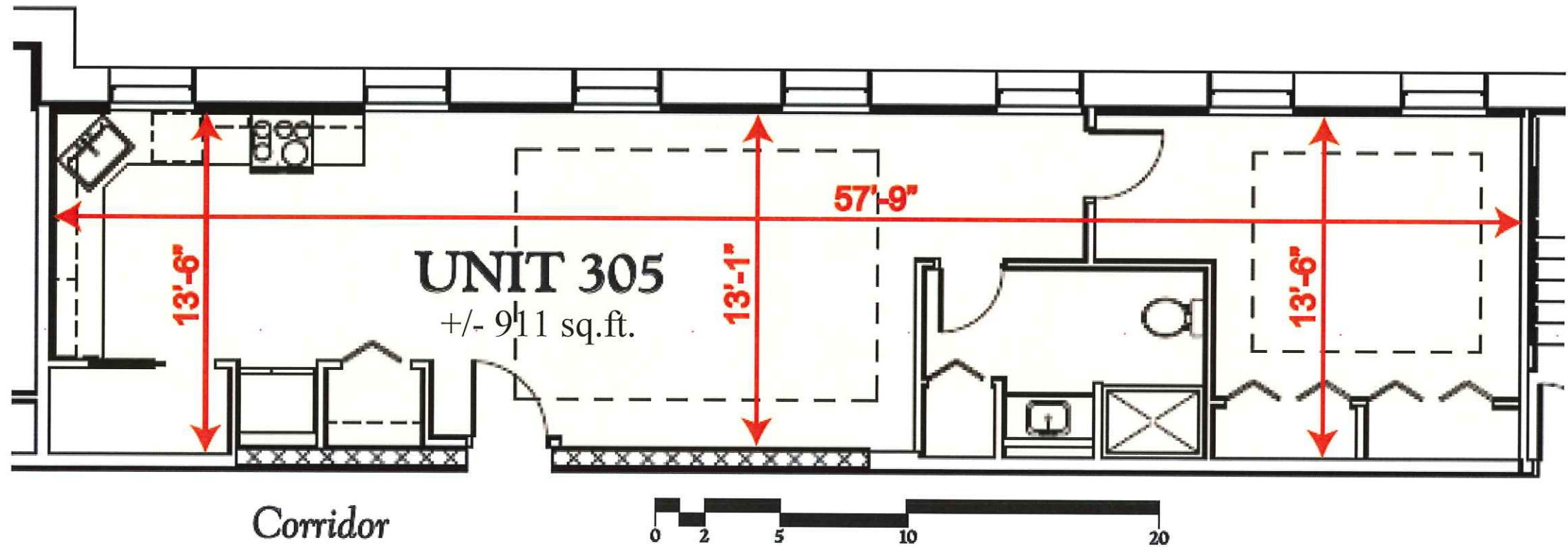


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 305 - Overall Plan

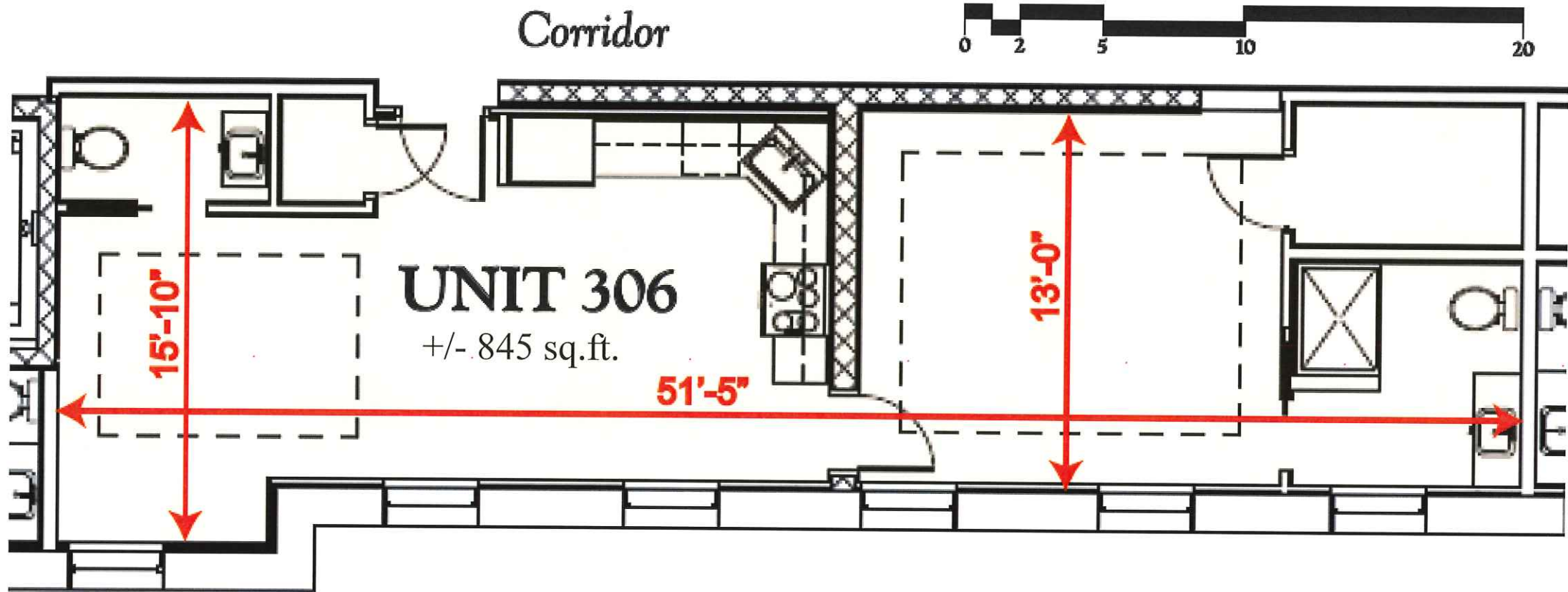


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Unit 306 - Overall Plan

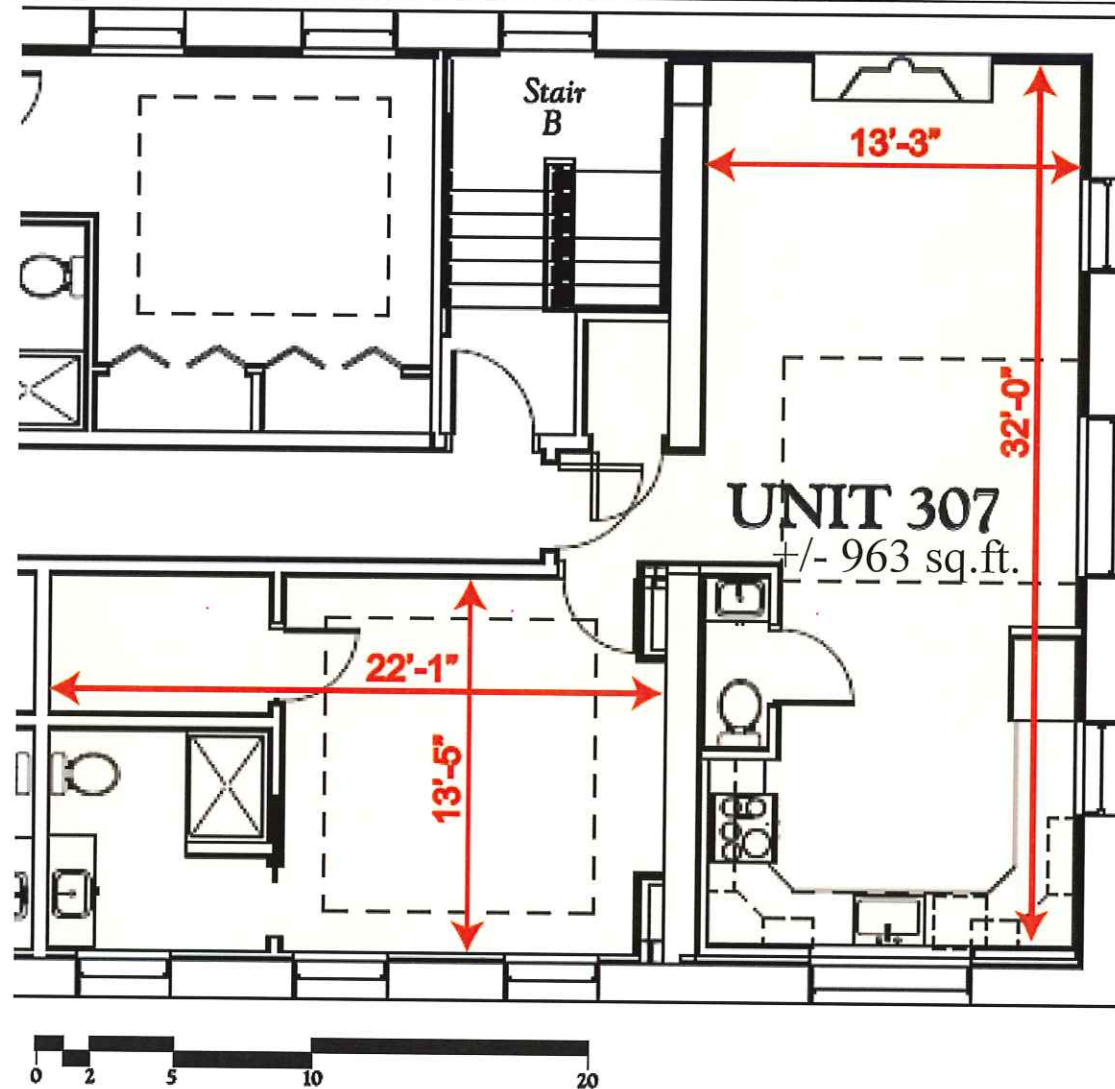


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

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Unit 307 - Overall Plan

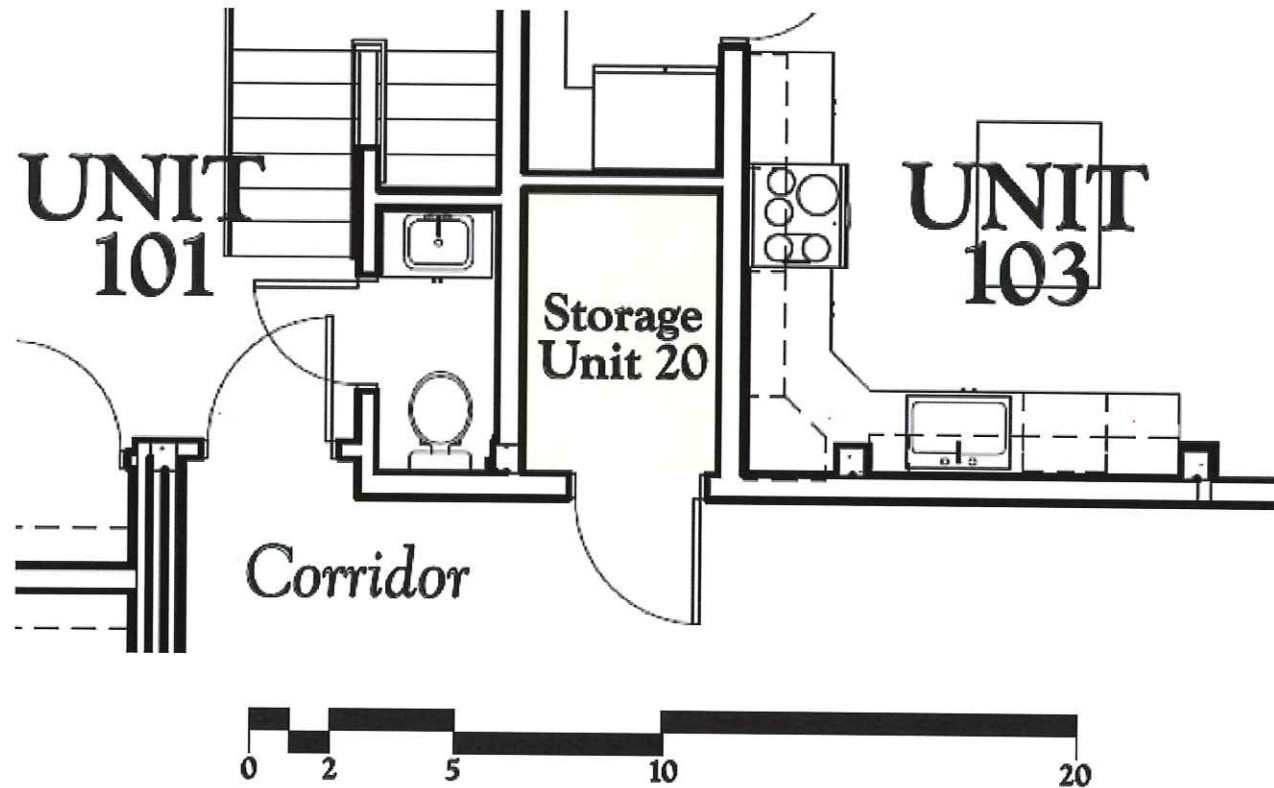


Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

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FIRST FLOOR STORAGE UNIT



Garden Level Units

1	13.95 sq.ft.
2	13.6 sq.ft.
3	18.4 sq.ft.
4	19 sq.ft.
5	16.68 sq.ft.
6	14.91 sq.ft.
7	15.9 sq.ft.
8	16.68 sq.ft.
9	16.68 sq.ft.
10	16.68 sq.ft.
11	17 sq.ft.
12	17 sq.ft.
13	17 sq.ft.
14	17 sq.ft.
15	17 sq.ft.
16	17 sq.ft.
17	27.48 sq.ft.
18	58.25 sq.ft.
19	21.94 sq.ft.

First Floor Unit

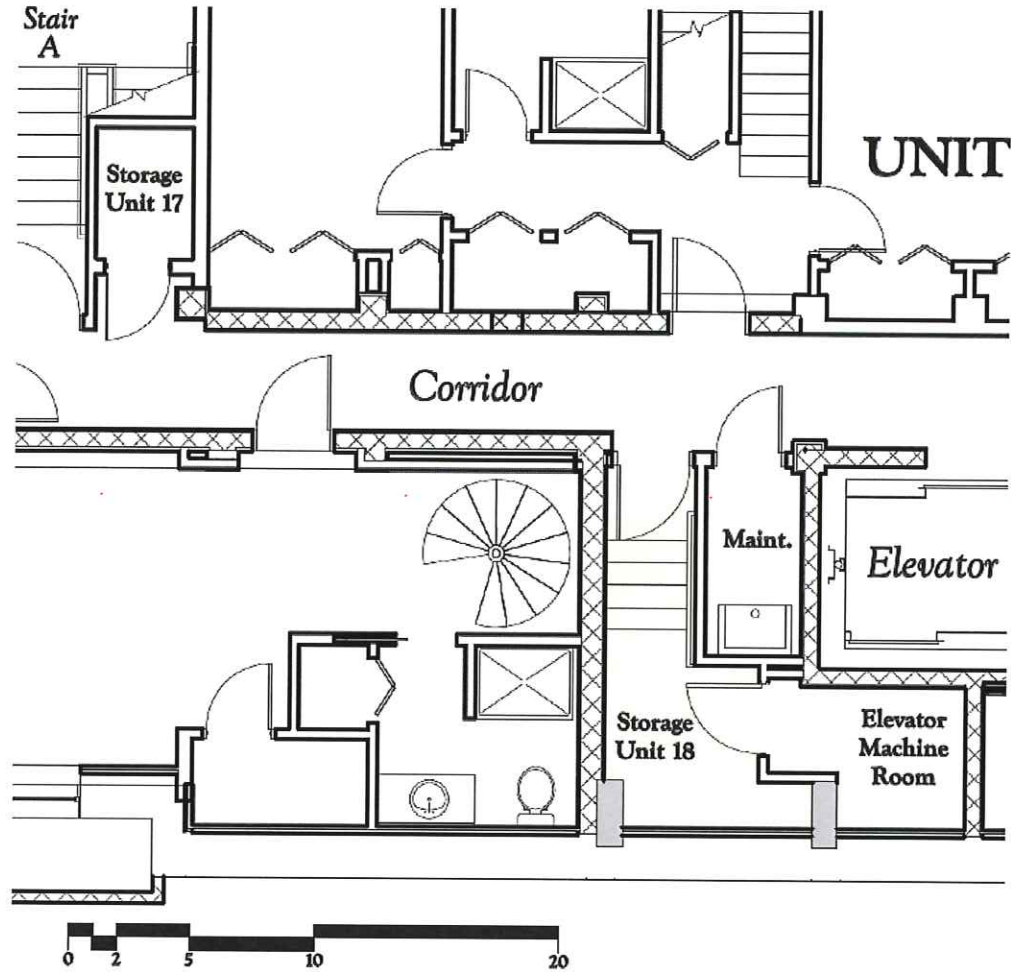
20	16.68 sq.ft.
----	--------------

Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

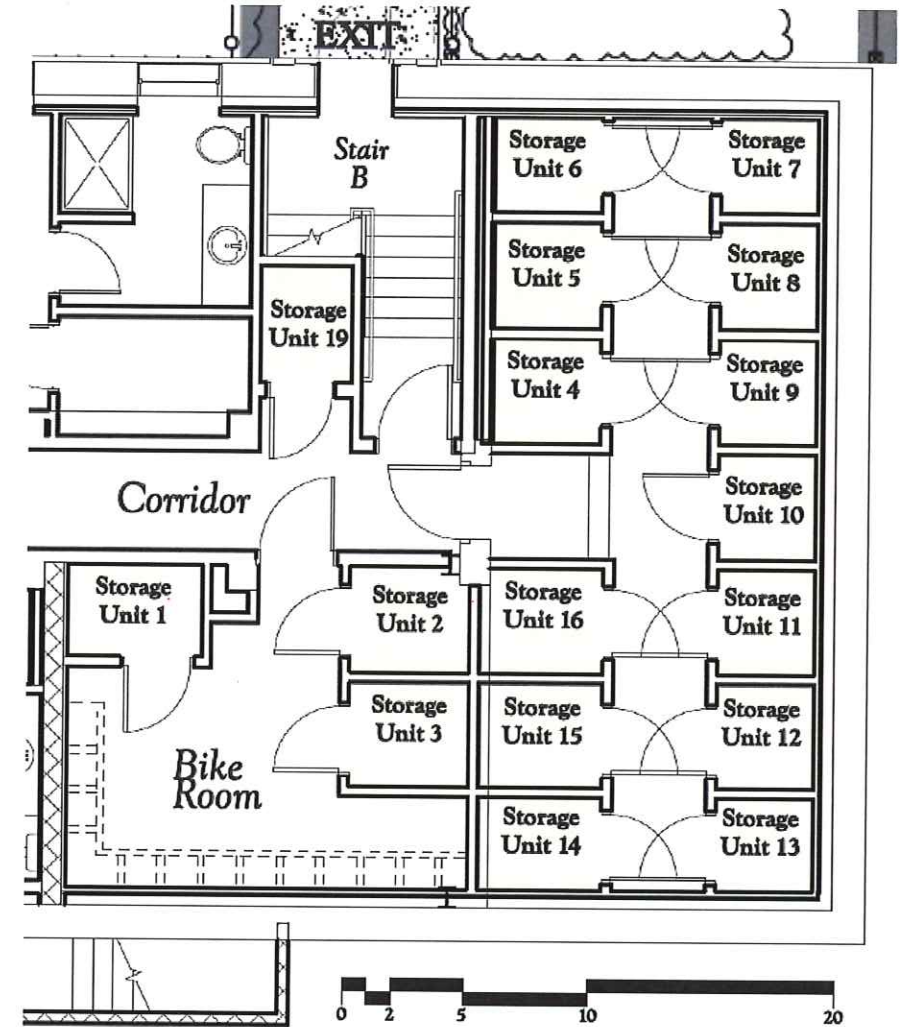
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GARDEN LEVEL STORAGE UNITS



UNIT	Sq.Ft.
1	13.95 sq.ft.
2	13.6 sq.ft.
3	18.4 sq.ft.
4	19 sq.ft.
5	16.68 sq.ft.
6	14.91 sq.ft.
7	15.9 sq.ft.
8	16.68 sq.ft.
9	16.68 sq.ft.
10	16.68 sq.ft.
11	17 sq.ft.
12	17 sq.ft.
13	17 sq.ft.
14	17 sq.ft.
15	17 sq.ft.
16	17 sq.ft.
17	27.48 sq.ft.
18	58.25 sq.ft.
19	21.94 sq.ft.

First Floor Unit
20 16.68 sq.ft.



Note: Unit square footage calculation is based upon measurement to the center line of demising partitions between units and/or common areas, plus the exterior wall.

I hereby certify that this floor plan fully and accurately depicts the layout, location, unit numbers and dimensions of the units of The Columns at Rockwell Place, 30 Village Hill Road, Northampton, MA

I hereby certify that this plan was prepared in conformity with the rules & regulations of the registers of deed of the Commonwealth of Massachusetts.

EXHIBIT C

UNIT	DESCRIPTION	SQ.FT. (+/-)
101	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath, together with Exclusive Use of Patio #101	1170
102	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath	1091
103	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath, together with Exclusive Use of Patio #103	996
104	Two story Unit, First Floor and Garden level, one bedroom 1 1/2 bath	1106
105	Two story Unit, First Floor and Garden level, two bedroom, 1 1/2 bath, together with Exclusive Use of Patio #105	1492
106	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath	936
107	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath, together with Exclusive Use of Patio #107	894
108	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath	975
109	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath, together with Exclusive Use of Patio #109	924
110	Two story Unit, First Floor and Garden level, one bedroom, 1 1/2 bath	940
111	First Floor Unit, one bedroom, 1 bath, together with Exclusive Use of Patio #111	859
201	Second Floor Unit, one bedroom, 1 1/2 bath	1260
202	Second Floor Unit, one bedroom, 1 1/2 bath	1138

UNIT	DESCRIPTION	SQ.FT. (+/-)
203	Second Floor Unit, one bedroom, 1 bath	789
204	Second Floor Unit, one bedroom, 1 1/2 bath	721
205	Second Floor Unit, one bedroom, 1 bath	911
206	Second Floor Unit, one bedroom, 1 1/2 bath	845
207	Second Floor Unit, one bedroom, 1 1/2 bath	951
301	Third Floor Unit, one bedroom, 1 1/2 bath	1260
302	Third Floor Unit, one bedroom, 1 1/2 bath	1138
303	Third Floor Unit, one bedroom, 1 bath	789
304	Third Floor Unit, one bedroom, 1 1/2 bath	721
305	Third Floor Unit, one bedroom, 1 bath	911
306	Third Floor Unit, one bedroom, 1 1/2 bath	845
307	Third Floor Unit, one bedroom, 1 1/2 bath	963

STORAGE UNITS:

1	Storage Unit	13.95
2	Storage Unit	13.6
3	Storage Unit	18.4
4	Storage Unit	19
5	Storage Unit	16.68
6	Storage Unit	14.91
7	Storage Unit	15.9
8	Storage Unit	16.68
9	Storage Unit	16.68
10	Storage Unit	16.68
11	Storage Unit	17
12	Storage Unit	17
13	Storage Unit	17
14	Storage Unit	17
15	Storage Unit	17
16	Storage Unit	17
17	Storage Unit	27.48
18	Storage Unit	58.25
19	Storage Unit	21.91
20	Storage Unit	16.68

EXHIBIT D
Common Area Percentages

**THE
COLUMNS
AT ROCKWELL PLACE**

	<u>Unit #</u>	<u>% of Association Fee</u>
1	101	4.68%
2	102	4.42%
3	103	4.37%
4	104	4.29%
5	105	5.19%
6	106	3.86%
7	107	4.11%
8	108	3.94%
9	109	3.89%
10	110	4.11%
11	111	3.25%
12	201	4.84%
13	202	4.50%
14	203	3.19%
15	204	2.87%
16	205	3.73%
17	206	3.46%
18	207	3.51%
19	301	5.02%
20	302	4.76%
21	303	3.31%
22	304	3.14%
23	305	3.85%
24	306	3.57%
25	307	3.90%
	<u>Storage #</u>	
1	S-1	0.01%
2	S-2	0.01%
3	S-3	0.01%
4	S-4	0.01%
5	S-5	0.01%
6	S-6	0.01%
7	S-7	0.01%
8	S-8	0.01%
9	S-9	0.01%
10	S-10	0.01%
11	S-11	0.01%
12	S-12	0.01%
13	S-13	0.01%
BS	S-14	0.01%
BS	S-15	0.01%
BS	S-16	0.01%
SS1	S-17	0.02%
SS2	S-18	0.02%
SSE	S-19	0.02%
S102	S-20	0.02%

Revised July 26, 2017

ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER
MARY OLBERDING