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MASTER DEED

of

THE HINCKLEY TRACE CONDOMINIUM

This MASTER DEED of THE HINCKLEY TRACE CONDOMINIUM is made September 13, 2017.

WITNESSETH that New Harmony Properties, LLC, a Massachusetts limited liability company with an office at 48 Bates Street, Northampton, Massachusetts (hereinafter referred to as the "Declarant") being the sole owner of certain premises located at 121 Hinckley Street, Northampton, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Massachusetts General Laws Chapter 183A and propose to create a condominium, to be governed by and subject to the provisions of said Massachusetts General Laws Chapter 183A (including any amendments thereto hereafter enacted) and to that end said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM. The name of the Condominium shall be THE HINCKLEY TRACE CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").

2. DESCRIPTION OF LAND. The land submitted to the condominium regime hereby is the land located at 121 Hinckley Street, Northampton, Massachusetts, more particularly described on "Exhibit A" which is attached hereto and made a part hereof (the "Premises").

3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Massachusetts General Laws Chapter 183A, as amended, shall have the same meanings unless the context otherwise requires.

THE HINCKLEY TRACE CONDOMINIUM TRUST, hereinafter referred to as the "Association", shall be the organization of unit owners governed according to the terms of the Declaration of Trust of the Condominium (also known as the Declaration of Trust, to be recorded herewith), which Association will manage and regulate the Condominium pursuant to the

By-laws of the Association (included in the Declaration of Trust), this instrument, and Massachusetts General Laws Chapter 183A. The mailing address of the Association is 48 Bates Street, Northampton, Massachusetts.

The Trustees of the Association shall consist of four (4) persons (hereinafter the "Trustees"). Initially, the following four (4) Trustees (the "Initial Board") are hereby appointed by the Declarant, all of whom shall serve until the earliest to occur of the following events: (a) nine (9) months after one hundred percent (100%) of the units in the Condominium have been conveyed to unit purchasers; or (b) seven (7) years following the conveyance of the first unit:

<u>Name</u>	<u>Address</u>
Jonathan A. Wright President and Treasurer	48 Bates Street Northampton, MA 01060
Mark Ledwell Vice President	48 Bates Street Northampton, MA 01060
Linda Gaudreau Clerk	48 Bates Street Northampton, MA 01060
Margaret Kelsey Wright	48 Bates Street Northampton, MA 01060

The Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence. 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 office. Additional officers such as an Assistant Treasurer, or Assistant Clerk may be appointed. 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-Law(s) of the Association, hereafter 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 part of 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 areas and facilities of the Condominium, which shall not be in conflict with existing law, the Master Deed, or the By-Laws.

4. DESCRIPTION OF BUILDINGS. The Condominium will consist of a total of eight (8) units (the "Units") in four (4) duplex structures (the "Buildings") on the Premises described on Exhibit A attached hereto. **Each of the Buildings will consist of one (1) story wood frame construction with an attic and with foundation, siding and asphalt and/or fiberglass roofing materials.** The Buildings, the Units (including unit designation of each Unit, and its location, approximate area, number of rooms, and immediate common area to which it has access), and the site are more fully **shown in a set of plans entitled THE HINCKLEY TRACE CONDOMINIUM, prepared for New Harmony Properties, LLC**, recorded herewith as Exhibit C and Exhibit D (collectively, the "Plans").

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending seven (7) years after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases

already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas of the Condominium land and buildings for the purpose of installing cable television and other utility lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

5. DESCRIPTION OF UNITS. Units 115, 119, 125 and 129 shall each contain a living room with dining area and kitchen area, a laundry, two bedrooms, two bathrooms, along with the exclusive use of a covered entry porch, garden patio, designated garage space and assigned parking space for each such Unit, as depicted on the Unit Plans and Site Layout Plan attached hereto as Exhibit C. Units 117, 121, 123 and 127 shall each contain a living room with dining area and kitchen area, a laundry, three bedrooms, two bathrooms, along with the exclusive use of a covered entry porch, garden patio, attic, designated garage space and assigned parking space for each such Unit, as depicted on the Unit Plans and Site Layout Plan attached hereto as Exhibit C, and Attic Plans attached hereto as Exhibit D.

Each of the units is conveyed subject to an exclusive use easement comprised of a designated roof top area on the dwelling building and/or garage structure sufficient to allow for photovoltaic installations, and with two electrical conduits installed from the individual unit electric service panel area to a location within the building attic or roof structure proximal to the easement, for eventual connection to photovoltaic panels, as more fully set forth in Section 17 hereof.

Each Unit Owner shall be responsible for maintaining the interior of their designated garage space (where no flammable materials or products shall be stored), and covered entry porch and the garden patio corresponding to each such Unit in good order and repair, and in a neat and tidy condition at all times. Exhibit B provides additional information concerning each Unit including a statement of its approximate area and Common Elements Percentage Interest as defined in the next section.

6. INTEREST OF UNIT OWNER IN COMMON ELEMENTS. The owners of each unit shall be entitled to an undivided interest in the common areas and facilities more fully defined in Section 12 hereof (the "Common Elements") in the percentages set forth in Exhibit B attached hereto. The percentage interest of the respective Units in the Common Elements has been determined on the basis of the approximate relation which the fair value of each unit at the date hereof bears to

the aggregate fair value of all the units as of the date of recording of this Master Deed and shall be referred to hereinafter as the Common Elements Percentage Interest.

7. BOUNDARIES OF UNITS.

(a) The boundaries of the units of the Condominium are as follows:

Floors: The upper surface of the concrete floor foundation. Walls and ceilings: As to walls and ceilings, the plane of the interior surface of the wall studs and roof joists as applicable. Windows and Doors: As to doors, the interior surface thereof; and as to windows, the interior surface of window sashes and frames.

(b) Each unit includes the ownership of all utility lines, heating and cooling ductwork, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each such unit above the floor and outside of the walls thereof.

(c) Each unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. PIPES, WIRES, 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 the other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other units and serving his unit, including without limitation for the installation, use, maintenance, repair and replacement of the solar panels described in Paragraph 17 hereof. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other units and located in such unit. The Trustees shall have a right of access to such unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in any of the Buildings.

9. MODIFICATION OF UNITS. No owner of any unit may at any time make any change or modifications of the exterior of said unit that would violate any design restrictions of record or

that otherwise have not been submitted to and approved by the Trustees of the Association. Further, no owner of any unit may at any time make any change or modification to the interior of a unit that would affect, or in any way modify, the structural or supportive characteristics of any of the Buildings; 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 provisions of this Master Deed and the provisions of the By-laws of the Association 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 Trustees of the Association. Such approval shall not be unreasonably withheld or delayed.

10. RESTRICTIONS ON USE OF UNITS.

(a) Each unit is hereby restricted to residential use by the Unit Owner(s) to be occupied as a single family residential unit and for no other purpose other than home occupations to the extent the same are permitted by applicable zoning ordinance or other rule or regulation.

(b) Except as permitted by applicable zoning ordinance or other rule or regulation, no industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the Premises of the Condominium, nor, without the written permission of the Trustees, shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any unit be used or rented for transient, hotel or motel purposes.

(c) The Trustees, or their designated agent, shall be provided with a pass key to the Units from every Unit owner for use in emergency situations.

(d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the buildings or which either of them would structurally change either of them.

(e) Owners shall not paint, stain, or otherwise change the color of any exterior portion of any of the Buildings, unless agreed upon in writing by the members of the Association.

(f) No noxious or offensive activity shall be carried on in any Unit or in the common area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other electronic device on the Premises causing disturbance to other owners or occupants between the hours of 11:00 pm and 7:00 am.

(g) Owners and occupants shall comply with and conform to all applicable laws and regulations of the Condominium and all ordinances, rules and regulations of all governing authorities, and shall save the Condominium Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(h) The Board of Trustees of the Association shall have the right to regulate the presence of pets in the Condominium in the Rules and Regulations adopted by it pursuant to the By-Laws.

(i) Owners shall be held responsible for the actions of their children, tenants, guests and invitees.

(j) Except by permission of the Trustees, and except for one registered non-commercial passenger automobile or light pick-up truck for each designated garage space and parking space, no part of the Premises, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers, or other vehicles, items or goods.

(k) The patios and covered porches and planting areas and appurtenances thereto, if any, are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association, and shall be maintained in a neat and orderly condition by the owner of the Unit to which such patios, covered porches, and planting areas are appurtenant at such

owner's expense. The maintenance and repair of said patios and covered porches shall be performed by the Association.

(l) 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.

(m) The Association also reserves the right and easement to enter onto the Premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining Units, Common Elements and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(n) The maintenance, repair and improvement of the exterior portions of the Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in the Condominium as any other common expense.

(o) A unit may not be leased or rented by a Unit Owner for less than a six (6) month term or longer than a twelve (12) month term, unless otherwise approved in writing by the Association; provided, however, a mortgagee in foreclosure may rent a unit provided the lease must be in writing and subject to the requirements relating to this Master Deed, the Trust and By-Laws, and any rules and regulations promulgated under the By-Laws.

(p) No unit may be conveyed pursuant to a time-sharing plan.

(q) These restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section 10 except such as may occur during his or her ownership thereof.

(r) Only surface rain water or snow melt is permitted to run into any drains on the Premises at any time, and absolutely no dumping of any materials other than clean water is allowed. If fertilizers, pesticides, or herbicides are used at any time on the Premises, care must be taken to ensure that appropriate and safe amounts are properly applied and no runoff is permitted into drains on the Premises. Unit owners shall take special care to avoid intentional or unintentional runoff of any materials other than clean water into drains situated close to patios on the Premises.

(s) All activities on the Premises must conform to the covenants described in Exhibit A attached hereto, including without limitation all site plan approvals, special permits, declarations of covenants and restrictions affecting the Premises, and applicable lighting restrictions required by the City of Northampton.

(t) 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.

(u) All landscaping on the Premises must be maintained and improved in compliance with approved and applicable site designs and the Site Plan Approval recorded in the Hampshire Registry of Deeds in Book 12429, Page 170.

(v) 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 storm water system, and with strong preference for natural fertilizers and soil treatments, and restraint in any herbicide applications.

11. UNIT APPURTENANCES. Appurtenant to each unit are the following:

(a) The right to use, in common with the owners of other units served thereby, all utility lines and other common facilities located in any of the other units or in the common area described in Section 8 hereof, and serving that unit. Nothing herein shall be construed to limit the right of any owner of a unit to use other nonexclusive common areas and facilities in accordance with their intended purposes.

(b) The right to use the driveway located in the common area subject to the Rules and Regulations of the Board of Trustees of the Association.

(c) Membership in the Association which shall be in the same percentage as an individual Unit Owner's Common Area Interest, which membership is not assignable nor severable from ownership of such unit.

All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the remaining lawn area in front of and behind each respective unit, driveway and walkways of the Premises, subject to and in accordance with restrictions, limitations, provisions, and conditions as herein before and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association, and the Rules and Regulations promulgated under the By-Laws.

12. COMMON AREAS AND FACILITIES. The common areas and facilities of the Condominium (the "Common Elements") are comprised and consist of:

(a) Land described in Section 2 hereof together with the benefit of and subject to the rights and easements referred to in Exhibit A hereof and common areas and facilities shown on the Building Plans as defined herein, and subject to the right and easement of the Declarant to construct and add the buildings and units and parking spaces constituting subsequent Phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and units and parking spaces constituting such subsequent Phases, including the rights and easements hereunder reserved, and hereafter to submit such Phases by amendment to said Master Deed as provided in this Master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and units and parking spaces in such subsequent Phases, the buildings and units and parking spaces will remain the property of the Declarant and shall not constitute a part of the Condominium.

(b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the buildings and of the units therein, comprising the Condominium.

(c) Installations of central services such as power, light, telephone, gas, and water.

(d) All utility lines and other facilities contained within the common areas and/or within any unit except those which exclusively serve individual units and are located within the individual units.

(e) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefor, **including without limitation the private pumping system, and private engineered storm water management installation.**

(f) The yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, and lighting fixtures, and the covered entry porches, garden patios, garages and garage spaces and parking spaces, which shall be subject to certain exclusive use easements as shown on the site plan for the Condominium.

(g) The driveway to the extent it is situated on the Premises.

(h) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) or on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein.

(i) All other items listed as such in said Chapter 183A and located on the land described in Section 2 hereof.

13. ENCROACHMENTS. 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 alteration or repair of any of the Buildings or Units, the settling of the Buildings, or a Unit therein, as a result of repair or restoration of any of the Buildings or any Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as said Building stands.

14. AMENDMENT OF MASTER DEED.

(a) Until the first to occur of (1) four (4) months after seventy-five (75%) percent of the possible units have been conveyed by the Declarant to Unit Owners; (2) the Declarant waives the amendment right herein reserved by a recorded instrument; or (3) five (5) years from the date of recording of 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) 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 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.

(b) Except to the extent that 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 mortgaged units.

(c) 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.

(d) 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.

(e) No amendment shall be effective until recorded with the Hampshire County Registry of Deeds. Said amendment shall be signed and acknowledged by either (a) a majority of the Trustees; or (b) the president or vice president and the treasurer or assistant treasurer of the Condominium Association with a certification by the clerk or assistant clerk that the voting percentages required by Section 14 have been met.

(f) All Unit Owners, unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their 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.

15. IRRIGATION OF COMMON AREAS BY THE UNIT OWNERS; PUMPING STATION A COMMON ELEMENT

For water conservation reasons the Condominium is not equipped with an automatic irrigation system, and each Unit owner shall be obligated to sufficiently water, from his/her own Unit's water supply with his/her own equipment, the grass and other landscape plantings within an area in the vicinity of his/her Unit which is designated on the "Watering Plan" which is included in Exhibit C attached hereto.

Hinckley Trace is served by public city water, city sewer via a private pumping system, and private engineered storm water management installation, which require regular inspection and maintenance and which maintenance shall be the ongoing obligation of the Association.

16. ADDITIONAL RIGHTS FOR BENEFIT OF HOLDERS OF MORTGAGES.

- (A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by a holder of a mortgage through the procedures set forth in subsection (i) and/or (ii) above;

- (B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

- (C) That any mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;

- (D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:
 - (i) by act or omission, seek to abandon or terminate the Condominium (except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of eminent domain);
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

- (iii) partition or subdivide any residential Unit;
 - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, other than in consequence of a subdivision creating a new unit, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;
 - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;
 - (vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium;
 - (vii) take any action to amend any material provisions of this Master Deed and the Condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.
- (E) That all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- (F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a mortgagee of the

Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Elements;

- (G) That any holder, insurer, or guarantor of any first mortgage, upon written request to the Trustees, will be entitled to:
- (i) written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this Master Deed or the provisions of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect the books and records of the Condominium Trust during normal business hours;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
 - (v) prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements;
 - (vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;
 - (vii) prompt written notice of any action which requires the consent of a specified percentage of eligible mortgagees. The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such

instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

(H) That no agreement for professional management of the Condominium or any other contract may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

17. SOLAR PANEL EASEMENTS.

The rooftop areas of the Units shall be subject to easements for solar panels as set forth in this paragraph and as shown on the Hinckley Trace Roof Plans attached hereto as Exhibit D (the "Solar Panel Plans"). Declarant has selected Pioneer Valley Photo Voltaics (PV2) as the exclusive contractor and supplier of photovoltaic systems for the Condominium due to the necessity of use of specific high output photovoltaic panels as well as to provide consistency of appearance and service and permitting compatibility. The installation of any such solar panels shall be subject to the prior written approval of the Association, which may require a satisfactory report of a licensed structural engineer or other professionals to be furnished at the expense of the Unit owner seeking such approval. The maintenance and repair of each solar panel shall be the sole responsibility of the Unit owner who installed each such panel, which Unit owner shall be deemed to be the owner of such solar panel. At the time that any roof under or near a solar panel requires repair or replacement by the Association, the cost of removing and reinstalling each solar panel shall be paid by the Unit owner who owns each such solar panel. The solar panels shall be installed at the sole risk of the owner of each such solar panel, and the owner of each solar panel shall be responsible for any damage or injury caused by said solar panel and associated piping, wiring and all other related equipment and accessories. The Association shall have no responsibility for the repair, replacement, or any damage to the solar panels, or caused by any solar panel. If there is conclusive evidence that the roof is damaged by the installation, use, maintenance, repair or replacement of a solar panel, the owner of said solar panel shall be responsible for the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel. If damage to a roof is not conclusively demonstrated to have been caused by the installation, use, maintenance, repair or replacement of a solar panel, the cost of the repairs to the roof as well as the cost of removal and reinstallation of said solar panel shall be paid by the Association.

18. MISCELLANEOUS.

a. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement 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 though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. In the event an action is instituted against a Unit Owner to enforce any provision of this Master Deed or the By-Laws and a court enters a judgment against the Unit Owner or an order enforcing said provision, then in addition to the judgment or order, the Unit Owner shall be liable for the legal expenses and costs incurred by the Association in the action.

IN WITNESS WHEREOF, Jonathan A. Wright, being the duly authorized Manager of New Harmony Properties, LLC has executed this Master Deed as sealed instrument on the date first written above.

New Harmony Properties, LLC,

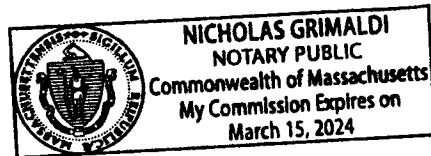
By: _____

Jonathan A. Wright, Manager

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE COUNTY: SS

On this 13 day of September, 2017, before me, the undersigned notary public, personally appeared Jonathan A. Wright, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, 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 New Harmony Properties, LLC



Notary Public: Nicholas Grimaldi

Commission Expires: March 15, 2024

EXHIBIT A

A certain tract of land with the buildings thereon, situated on Easterly side of Hinckley Street, in the Village of Bay State, in Said Northampton, bounded and described as follows:

BEGINNING at the Northwesterly corner of land formerly of Joseph Warner, thence

N. 83° 30' E. along said Warner land Sixteen (16) rods; thence at right angles with last mentioned line

N. 6° 30' W. Twelve and One Half (12 1/2) rods; thence

S. 83° 30' W. Sixteen (16) rods; thence

S. 6° 30' E. bounded Westerly by said Hinckley Street, Twelve and One Half (12 ½) rods to the place of beginning.

Being the same premises conveyed to New Harmony Properties, LLC by deed of Thomas H. Friedman dated November 17, 2016, and recorded in the Hampshire Registry of Deeds in Book 12471, Page 118.

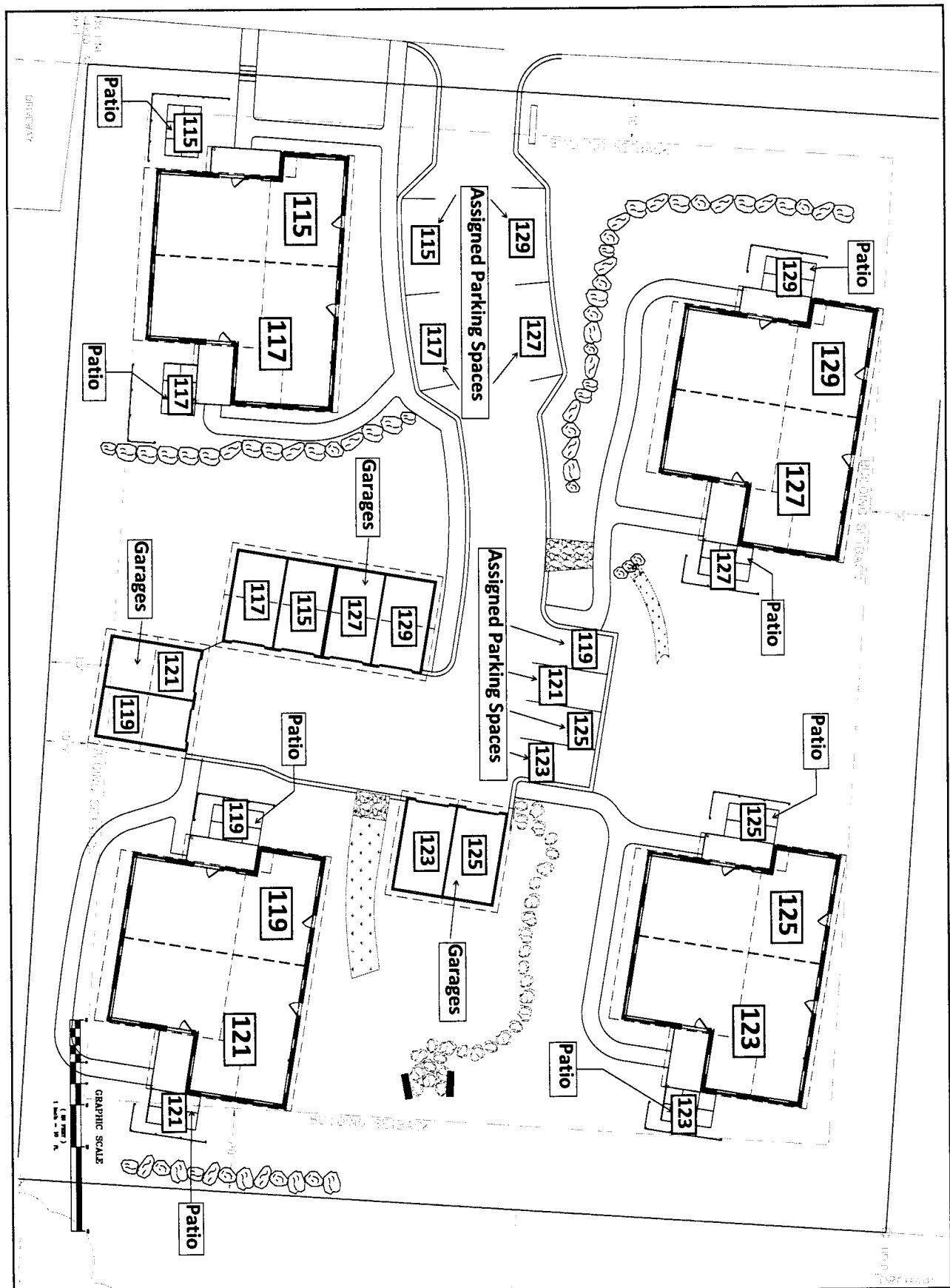
EXHIBIT B**Proportionate Interest* in Each Unit in the Common Areas and Facilities**

Building Name	Unit Number/Percentage Interest
"Building 1"	Unit 115: 11.35%
	Unit 117: 13.58%
"Building 2"	Unit 119: 11.35%
	Unit 121: 14.06%
"Building 3"	Unit 123: 13.36%
	Unit 125: 11.37%
"Building 4"	Unit 127: 13.58%
	Unit 129: 11.35%

* The percentages are in approximate relation to the fair value of the unit on the date of the master deed. Each Unit has exclusive access to and use of an attached separate covered entry porch and garden patio as shown on the attached Plans, which are a part of the Unit and which are therefore the responsibility of each Unit owner to maintain and repair.

EXHIBIT C

CONDOMINIUM MASTER DEED PLANS



Layout Plan

"The Hinckley Trace Condominiums"
 121 Hinckley Street
 Florence, MA

7 Reynolds Engineering
 Civil Engineers
 Planning, Design, and Permitting Services
 100 Main Street, Suite 200
 Florence, MA 01069
 Phone: 413-867-8811 Fax: 413-272-5477
 www.7reynoldsengineering.com

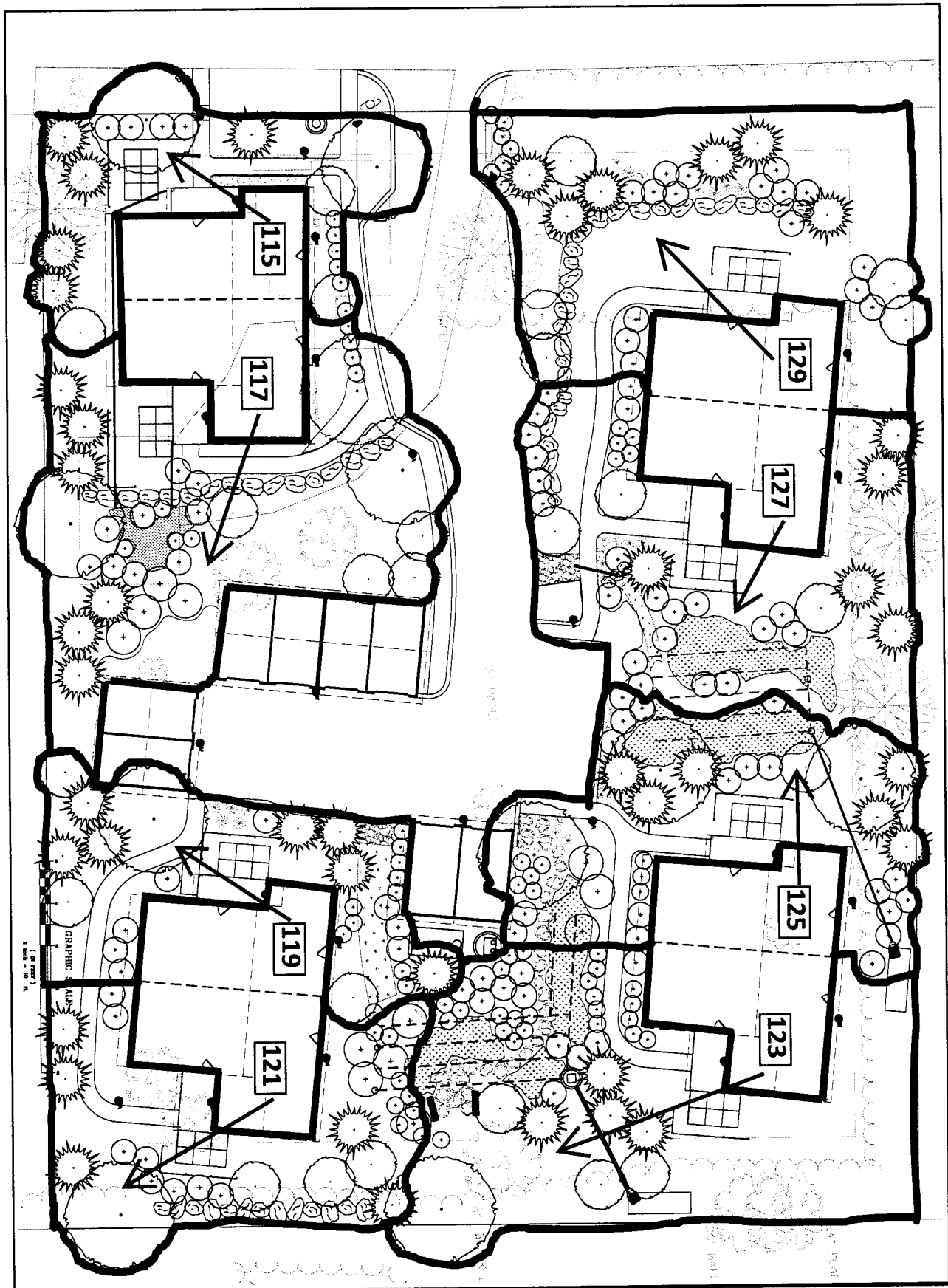
PREPARED FOR:
 New Harmony
 Properties, LLC
 46 Bruce Street
 Northampton, MA 01060

DATE: 9/15/16
 SCALE: 1" = 10'

PROJECT NO: 15-1004
 DRAWING: Pkg Work Shop

THIS DOCUMENT IS A DECLARATION OF
 MERCHANTABILITY BY THE ARCHITECT
 AND NOT A WARRANTY OF ANY KIND.

DATE: 9/15/16
 SCALE: 1" = 10'
 SHEET NO: 5 OF 13



GRAPHIC SCALE
1" = 10' - 0"

T Reynolds Engineering
 Civil Engineering
 Planning, Design, and Consulting Services
 152 Main Street, Suite 201
 Florence, MA 01067
 Phone: 413.877.8833 Fax: 413.727.3473
 www.treynoldsengineering.com

Planting Plan
 "The Hinckley Trace Condominiums"
 121 Hinckley Street
 Florence, MA

Landscape Watering Plan

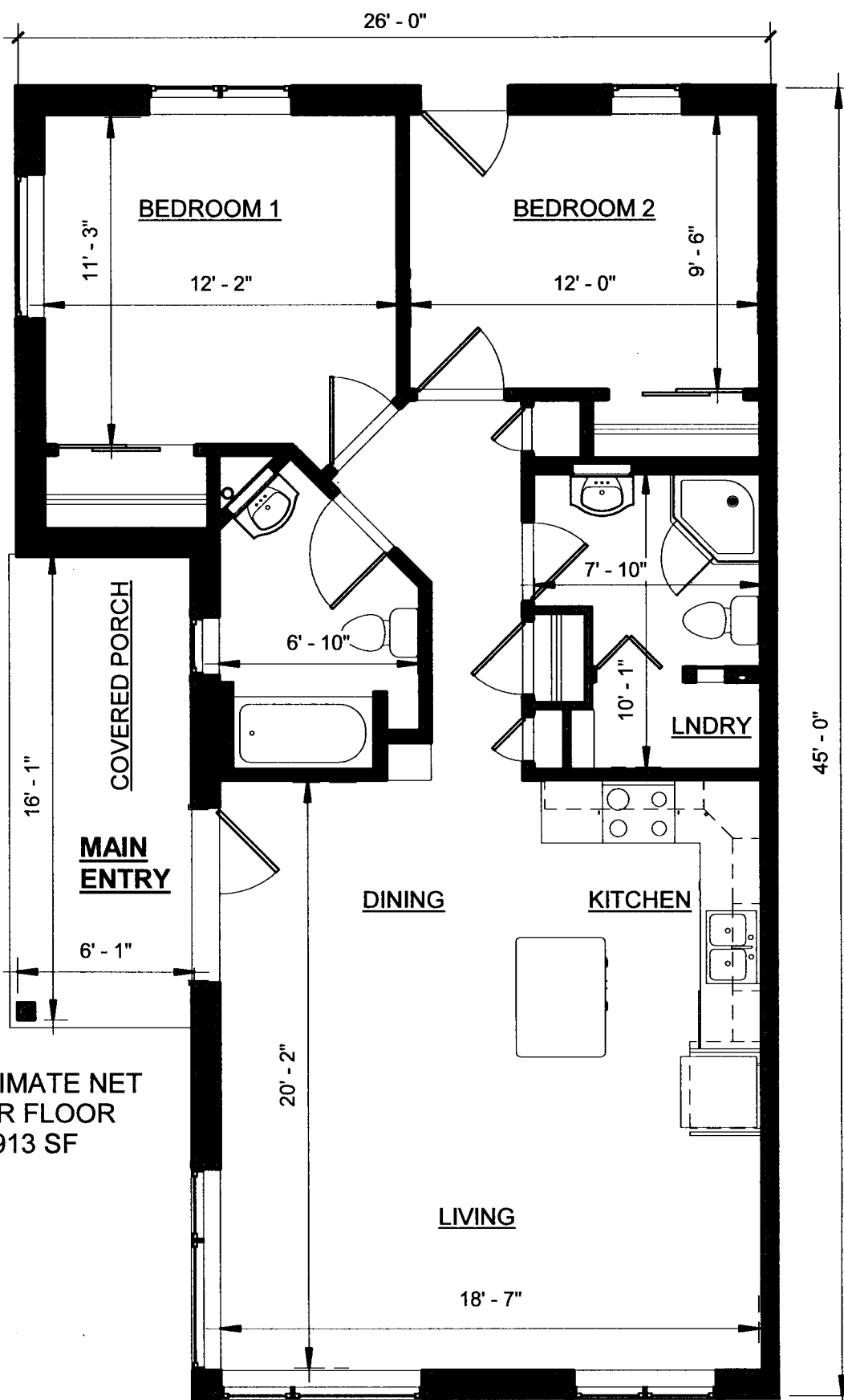
PREPARED FOR:
New Harmony Properties, LLC
 48 Baker Street
 Northampton, MA 01060

DATE: 7/1/15
 DRAWN BY: Tom Wade, Inc.

PROJECT NO.: 15-1004

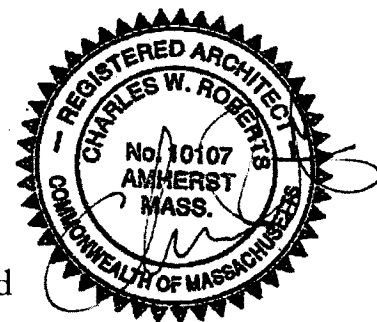
THIS DOCUMENT IS A CONTRACT DOCUMENT FOR THE DEVELOPER'S USE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

8 OF 13



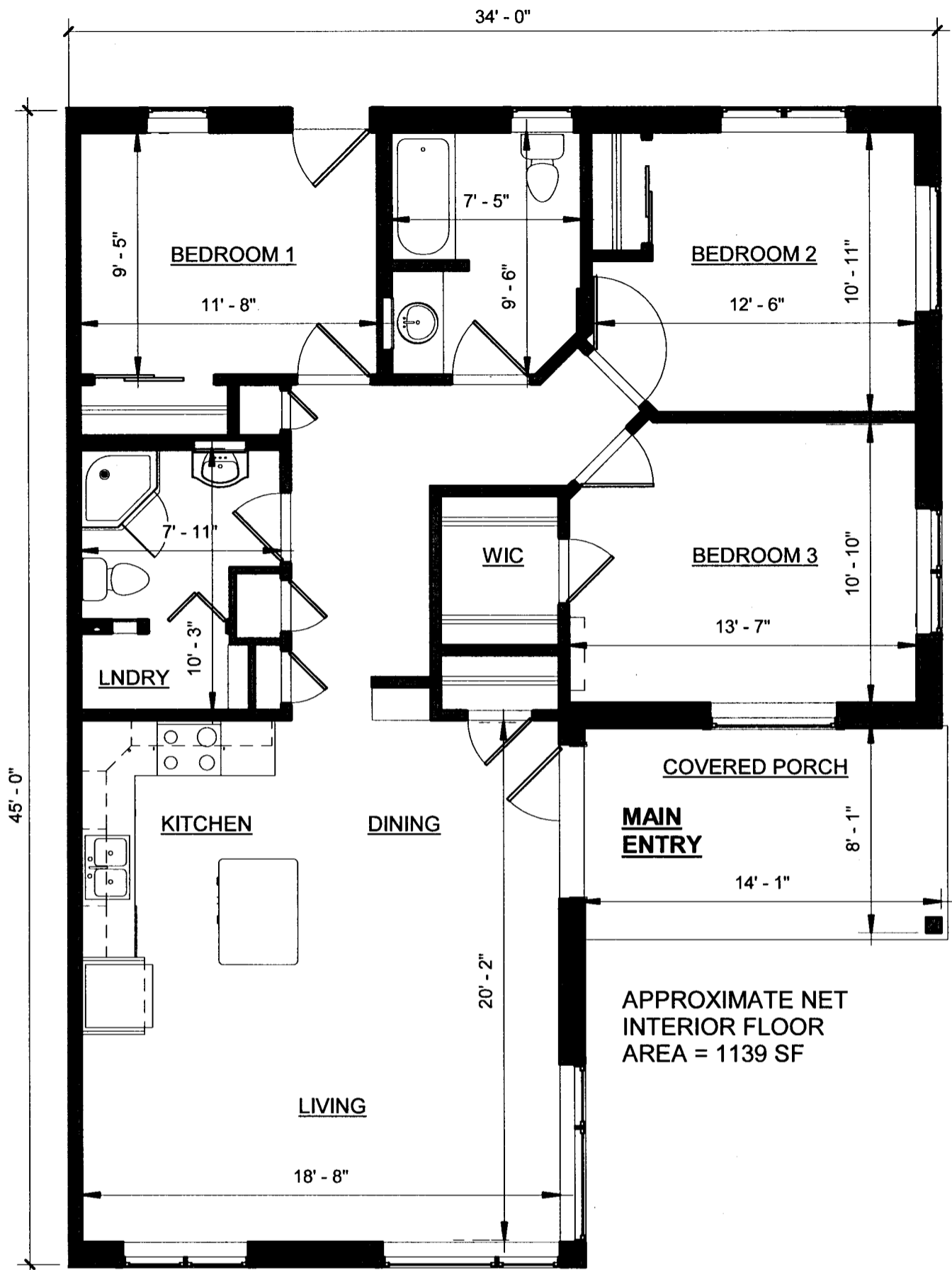
APPROXIMATE NET
INTERIOR FLOOR
AREA = 913 SF

① 115 Hinckley Street Condo Doc
3/16" = 1'-0"

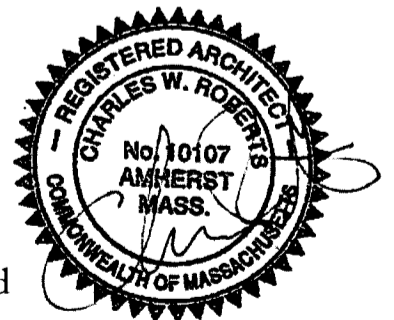


The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>115 Hinckley Street - Unit 115</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 115</p>
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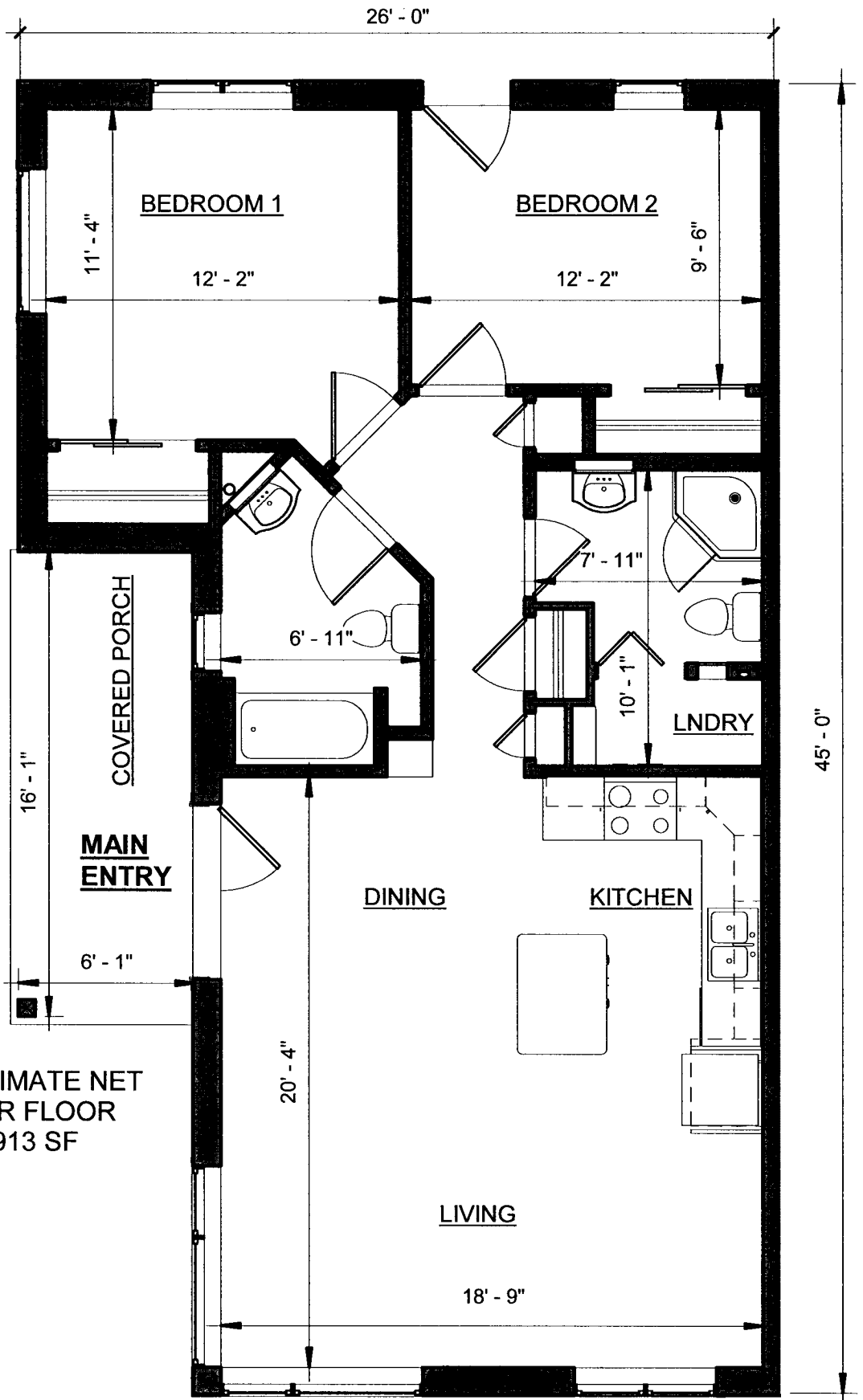


① 117 Hinckley Street Condo Doc
3/16" = 1'-0"



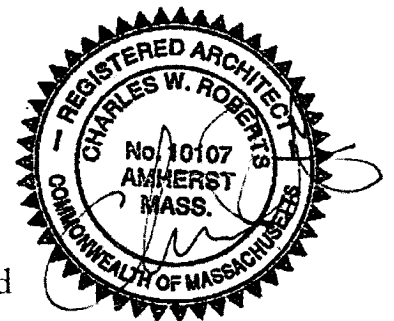
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>117 Hinckley Street - Unit 117</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 117</p>
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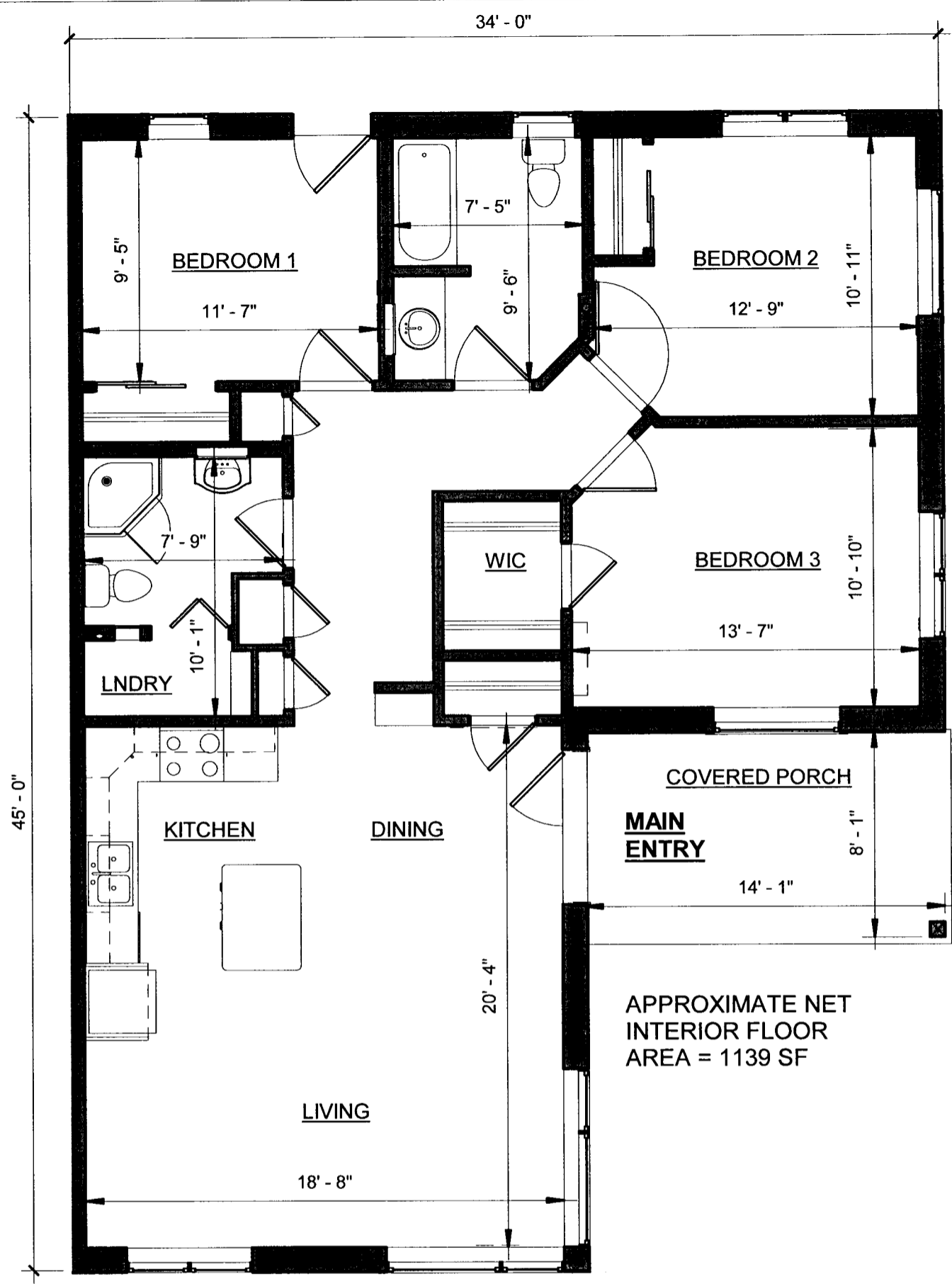
APPROXIMATE NET
INTERIOR FLOOR
AREA = 913 SF

① 119 Hinckley Street Condo Doc
3/16" = 1'-0"

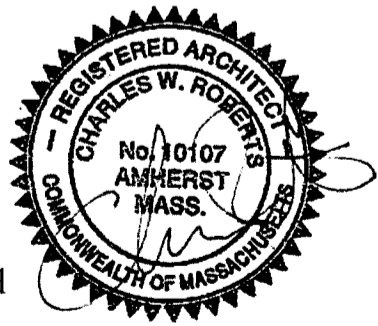


The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>119 Hinckley Street - Unit 119</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 119</p>
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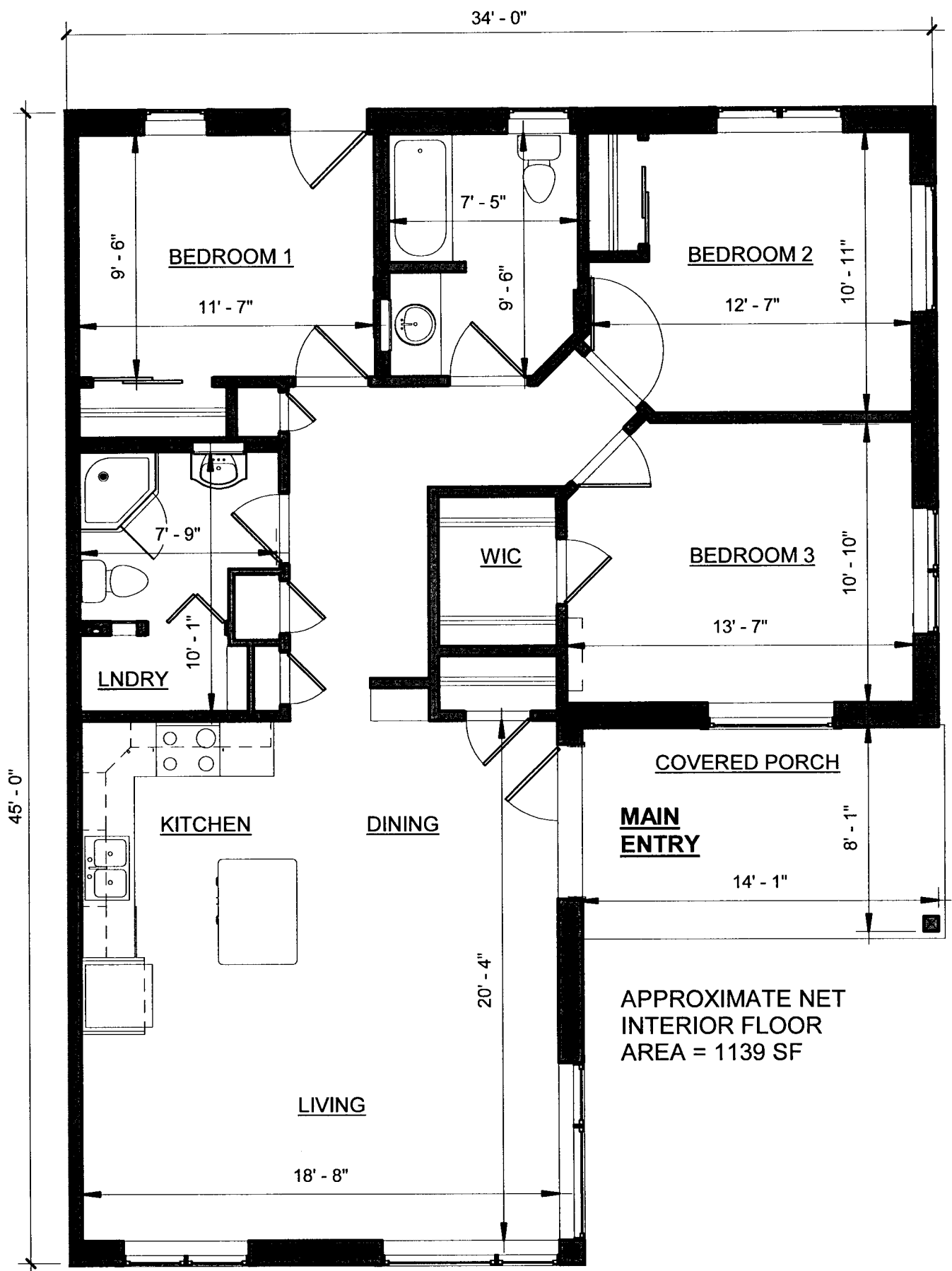


① 121 Hinckley Street Condo Doc
3/16" = 1'-0"

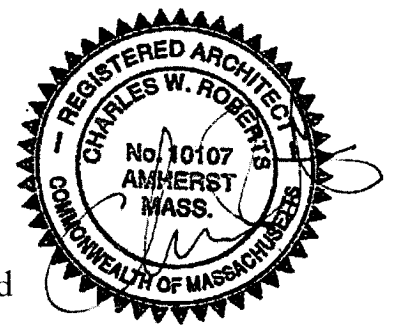


The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>121 Hinckley Street - Unit 121</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 121</p>
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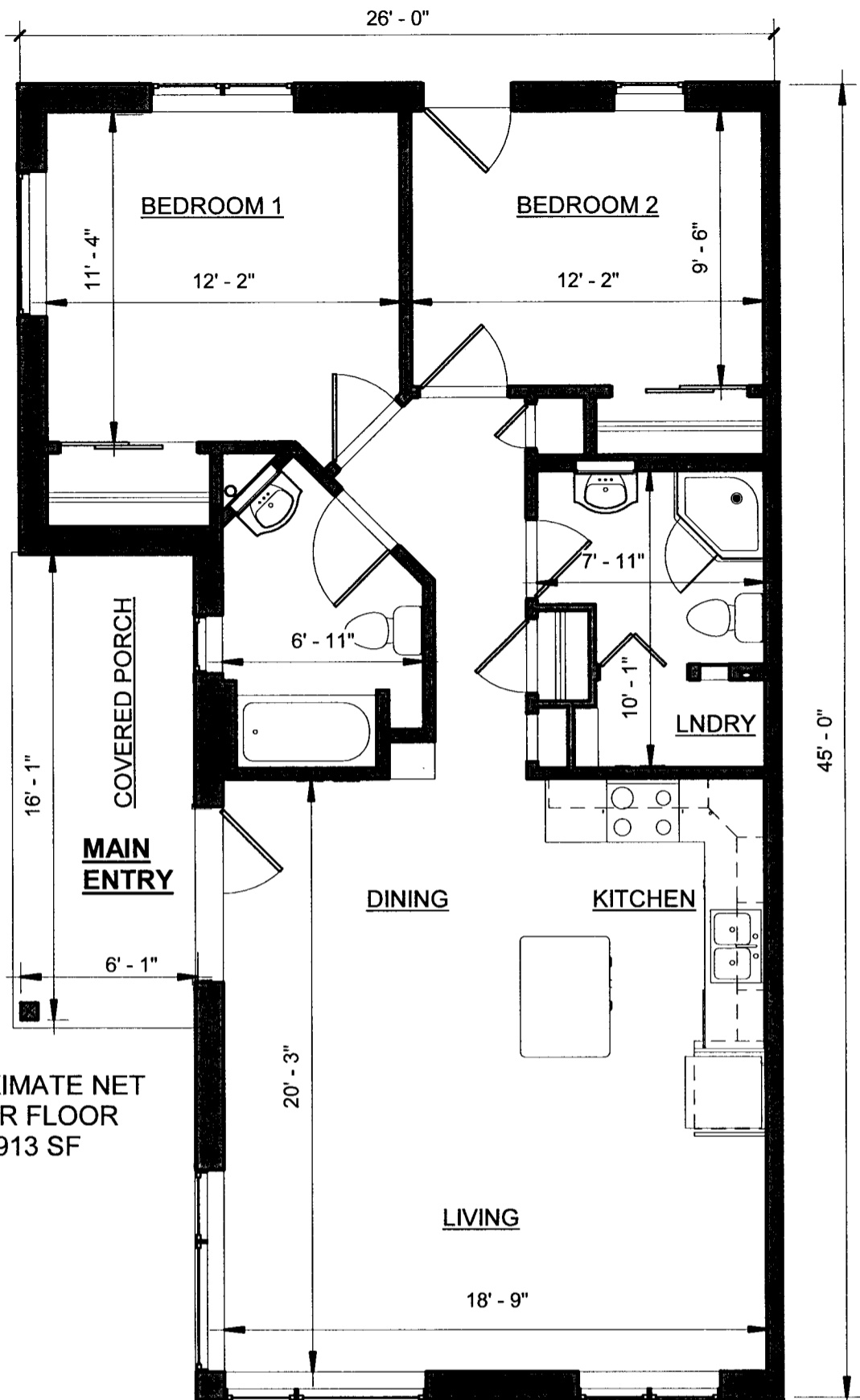


① 123 Hinckley Street Condo Doc
3/16" = 1'-0"



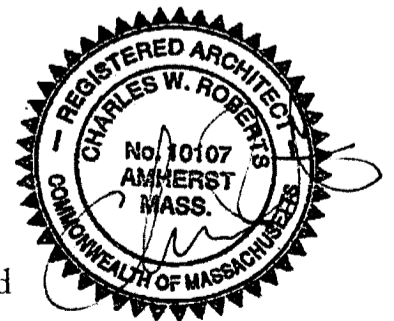
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>123 Hinckley Street - Unit 123</p>	<p>Condominium Documents</p>
<p>The Hinckley Trace Condominium Northampton, MA</p>	<p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Con-Doc 123</p>



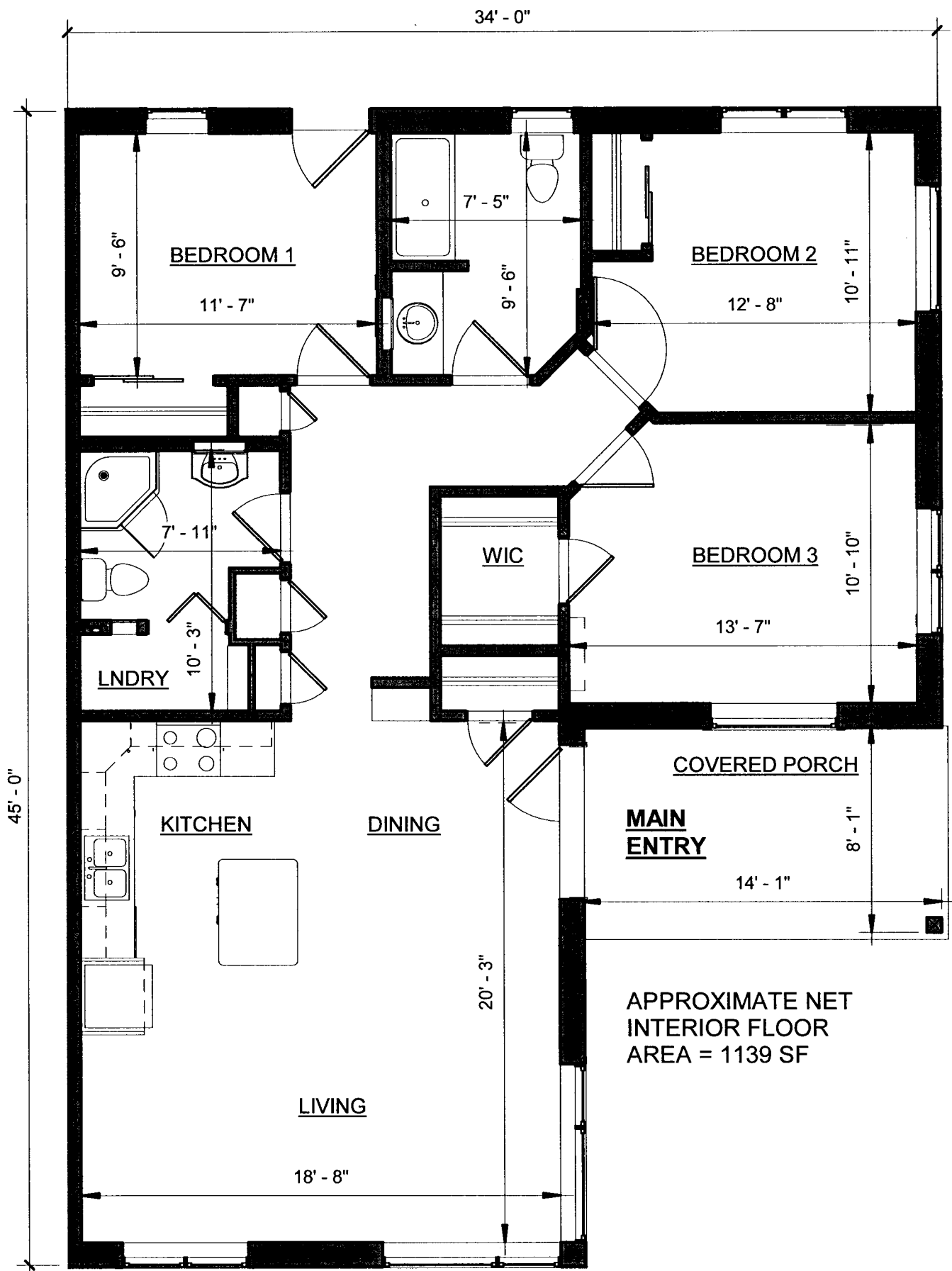
APPROXIMATE NET
INTERIOR FLOOR
AREA = 913 SF

① 125 Hinckley Street Condo Doc
3/16" = 1'-0"
NET INTERIOR FLOOR AREA = 913 SF



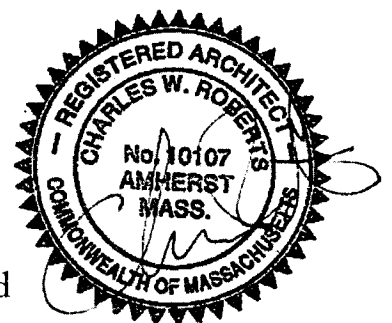
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>125 Hinckley Street - Unit 125</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 125</p>
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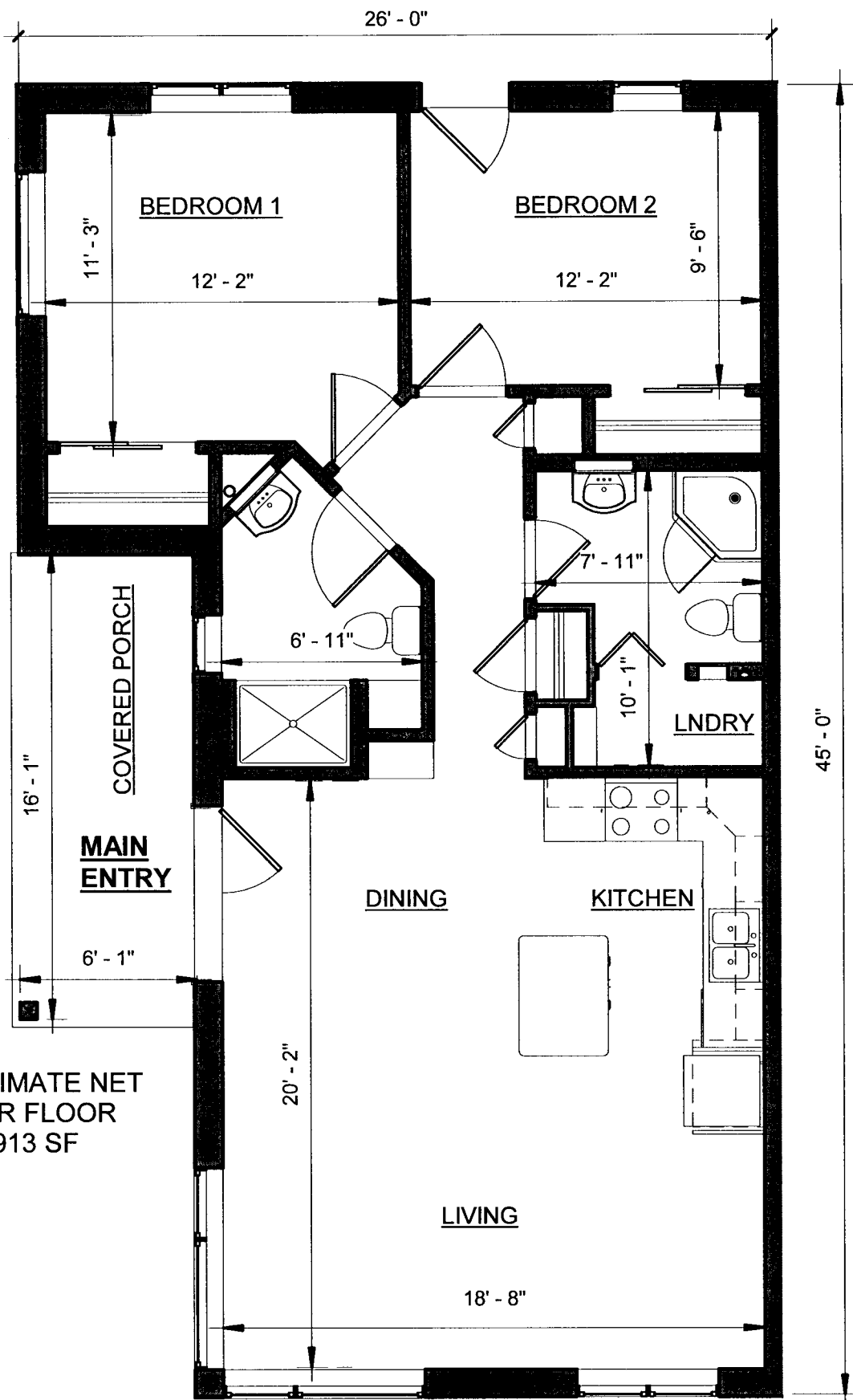
APPROXIMATE NET
INTERIOR FLOOR
AREA = 1139 SF

① 127 Hinckley Street Condo Doc
3/16" = 1'-0"



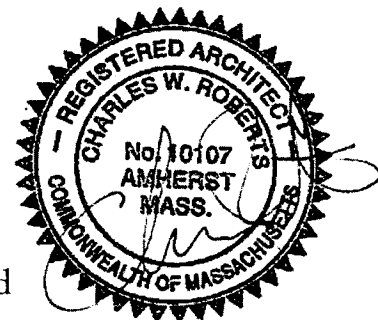
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>127 Hinckley Street - Unit 127</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 127</p>
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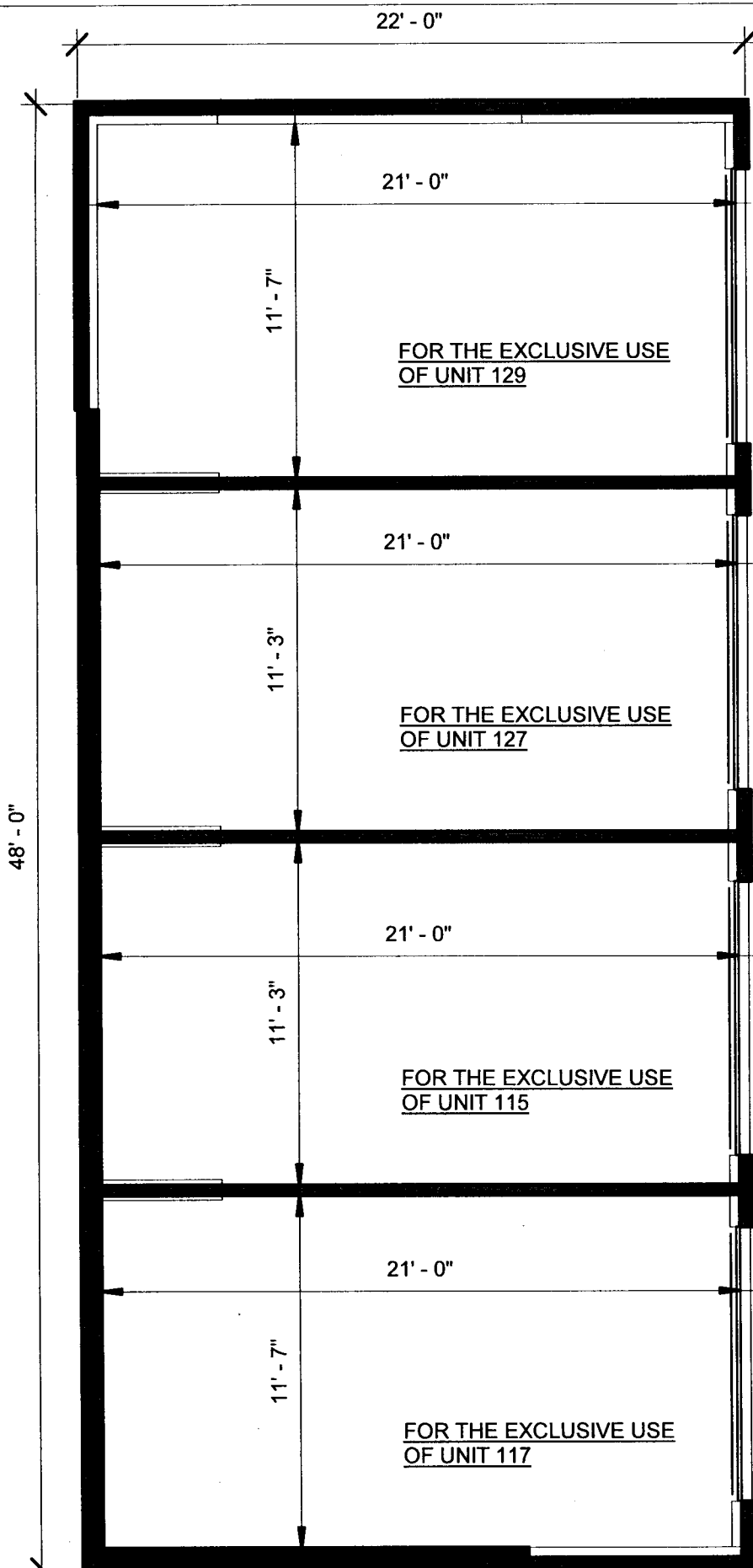
APPROXIMATE NET
INTERIOR FLOOR
AREA = 913 SF

① 129 Hinckley Street Condo Doc
3/16" = 1'-0"



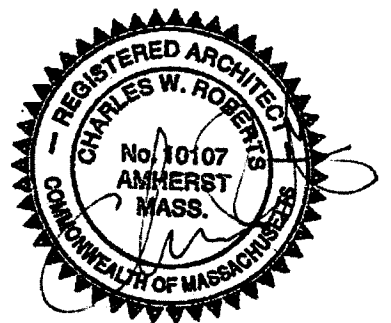
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>129 Hinckley Street - Unit 129</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: cwr</p>	<p>Condominium Documents</p> <p>Con-Doc 129</p>
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4 CAR GARAGE CONDO DOC FLOOR PLAN

① 3/16" = 1'-0"



"The undersigned certifies that these plans fully and accurately depict the layout, location, unit number bay assignment, and approximate dimensions of the garage as built"

KUHN RIDDLE ARCHITECTS
 28 AMITY ST. SUITE 2B
 AMHERST
 MASSACHUSETTS 01002
 413 259 1630
 www.kuhnridde.com

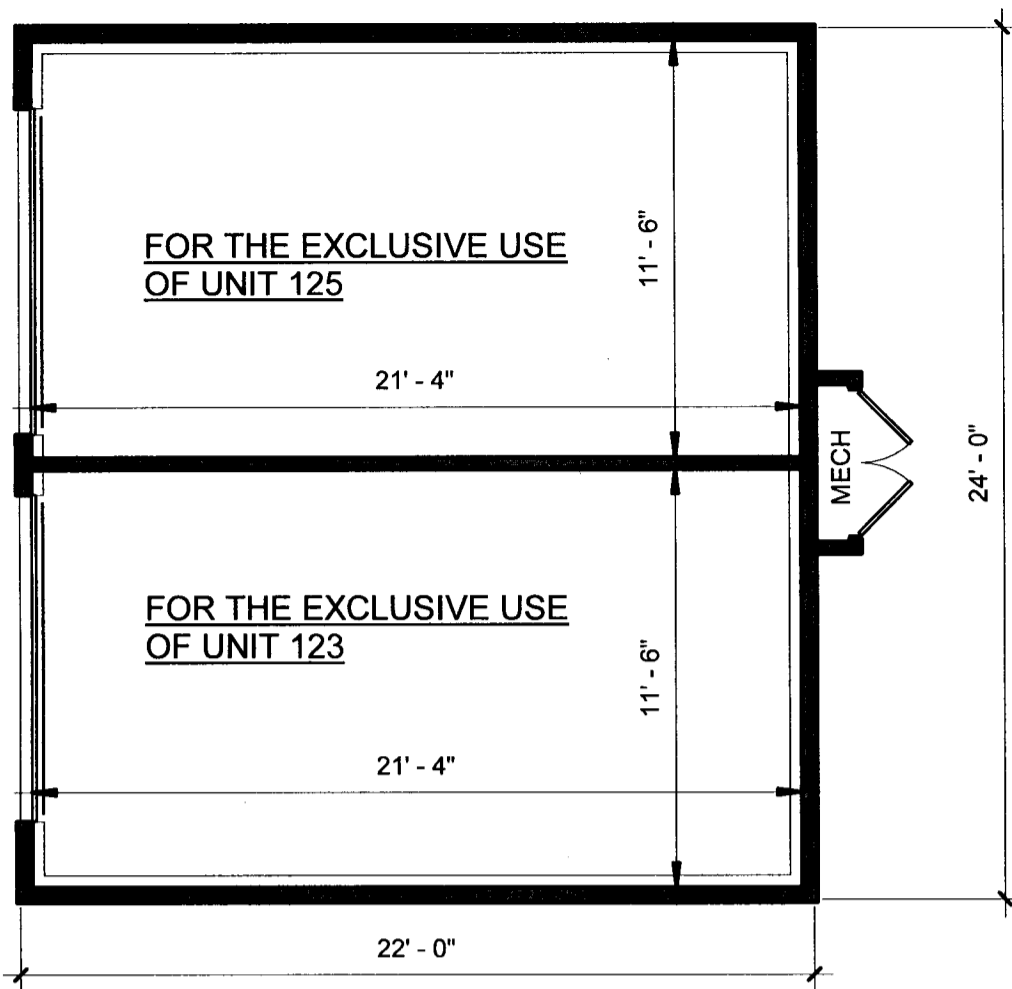
HINCKLEY ST. 4 CAR GARAGE

The Hinckley Trace
 Condominium
 Northampton, MA

Date: August 31, 2017
 Project: 16028
 Scale: 3/16" = 1'-0"
 Drawn By: Author

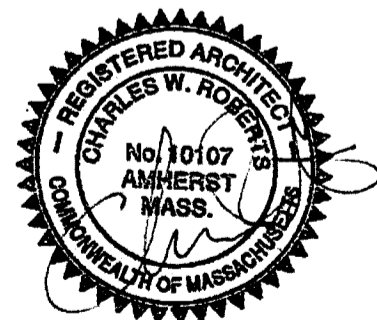
Condominium Documents

**Con-Doc
 G-1**

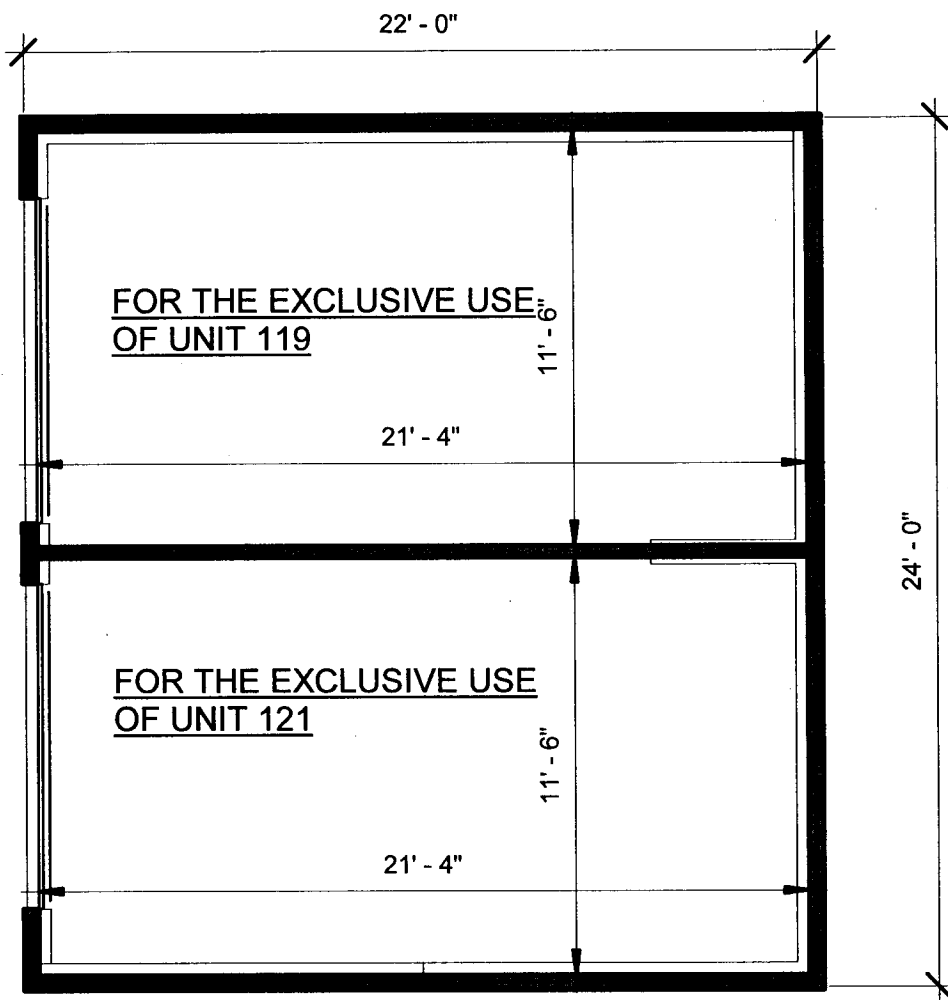


① 2 CAR GARAGE CONDO DOC PLAN
3/16" = 1'-0"

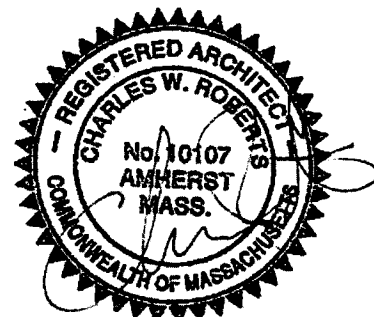
"The undersigned certifies that these plans fully and accurately depict the layout, location, unit number bay assignment, and approximate dimensions of the garage as built"



<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>HINCKLEY ST. 2 CAR GARAGE</p>	<p>Condominium Documents</p>
	<p>The Hinckley Trace Condominium Northampton, MA</p>	<p>Date: August 29, 2017 Project: 16028 Scale: 3/16" = 1'-0" Drawn By: Author</p>
		<p>Con-Doc G2</p>



① 2 CAR GARAGE PLAN CONDO DOC
 3/16" = 1'-0"



"The undersigned certifies that these plans fully and accurately depict the layout, location, unit number bay assignment, and approximate dimensions of the garage as built"

KUHN RIDDLE
 ARCHITECTS
 28 AMITY ST. SUITE 2B
 AMHERST
 MASSACHUSETTS 01002
 413 259 1630
 www.kuhnridde.com

HINCKLEY ST. 2 CAR GARAGE

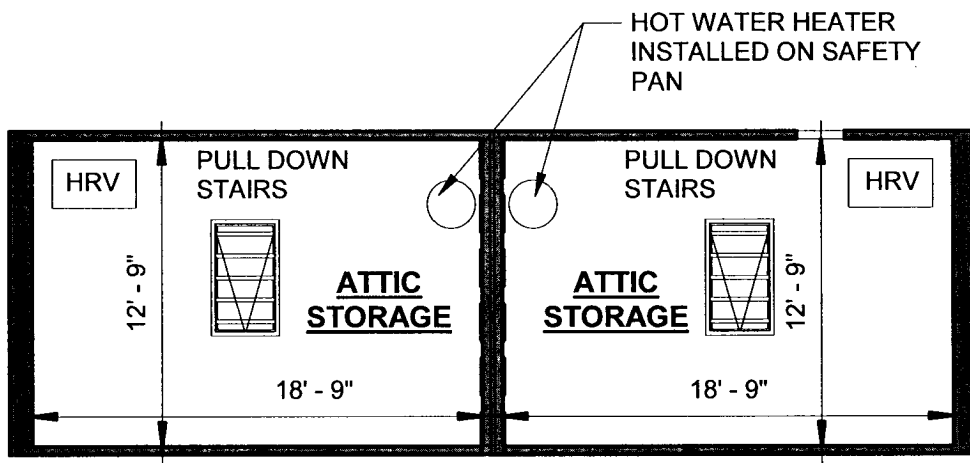
The Hinckley Trace
 Condominium
 Northampton, MA

Date: August 31, 2017
 Project: 16028
 Scale: 3/16" = 1'-0"
 Drawn By: Author

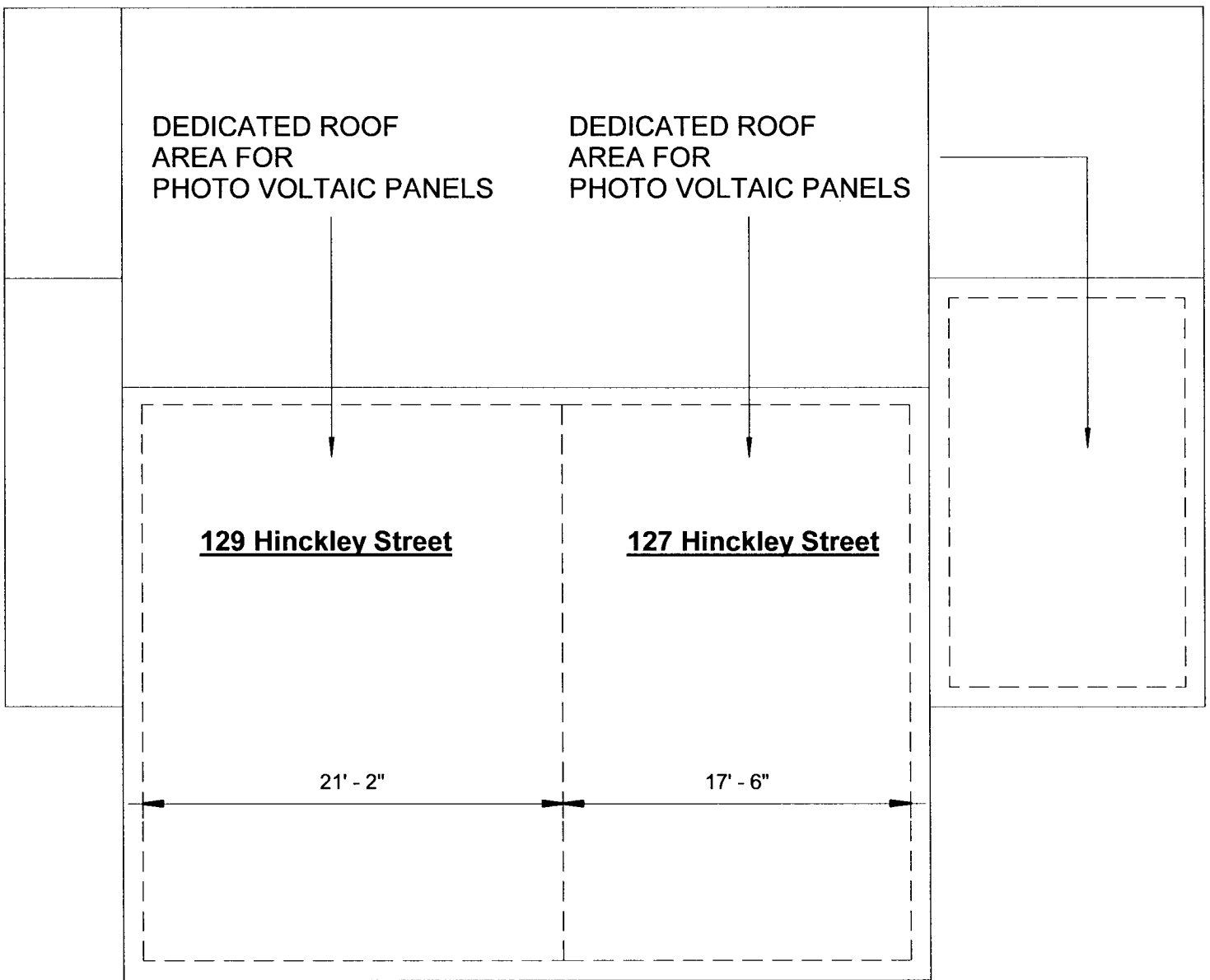
Condominium Documents
 Con-Doc
 G3

EXHIBIT D

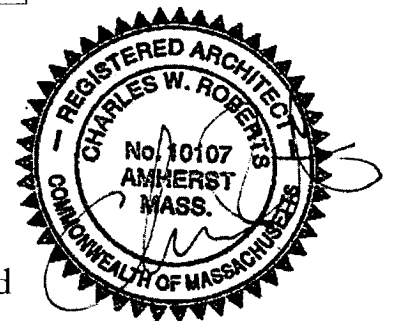
**HINCKLEY TRACE ROOF PLANS
“Solar Panel Plans”**



① 127 & 129 Hinckley Street Attic Plan
1/8" = 1'-0"

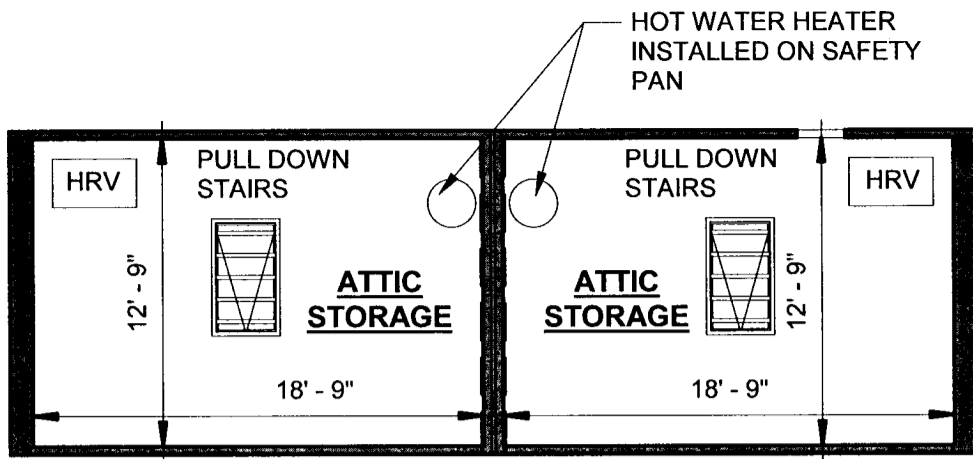


② 127 & 129 Hinckley Street Roof Plan
1/8" = 1'-0"

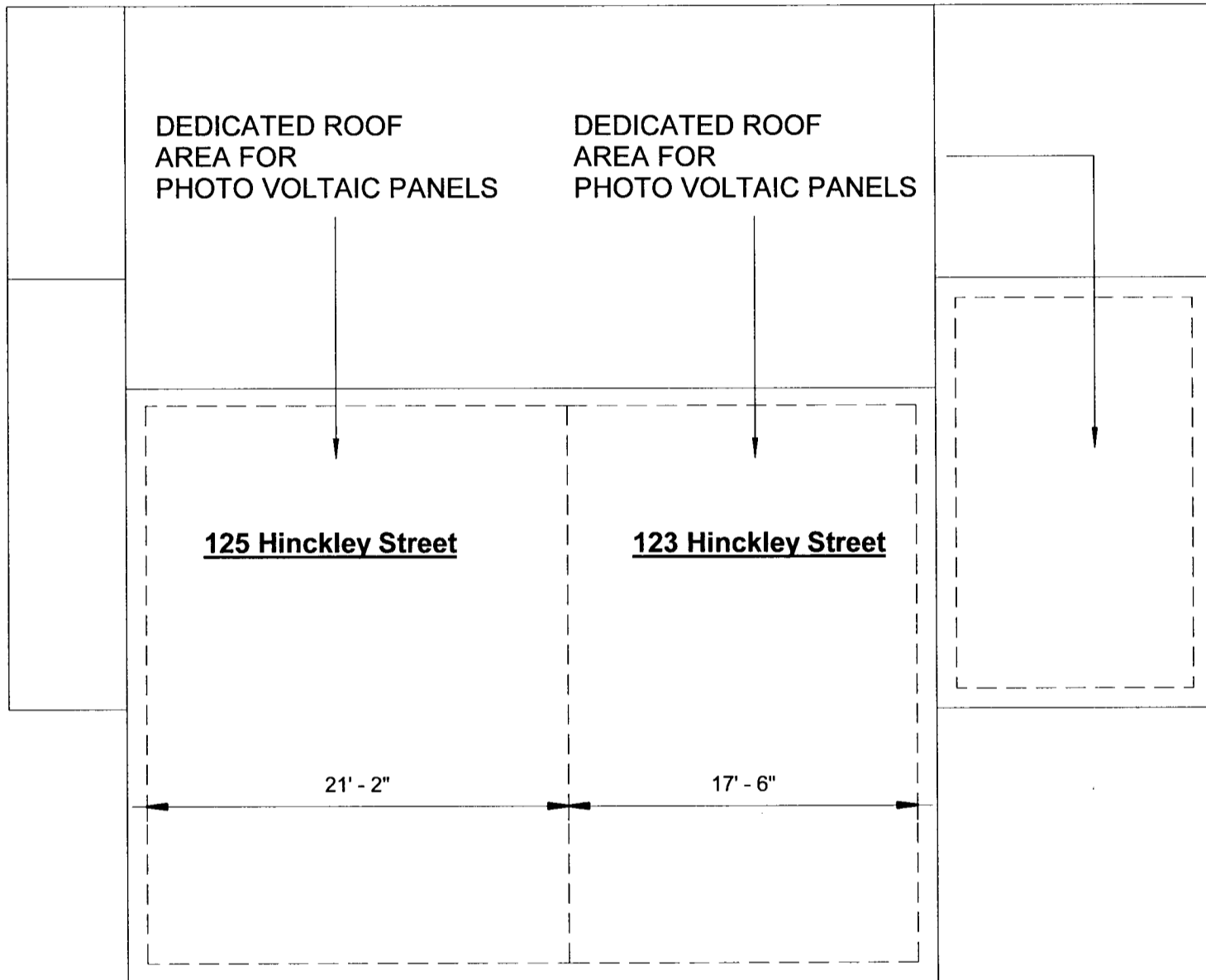


The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

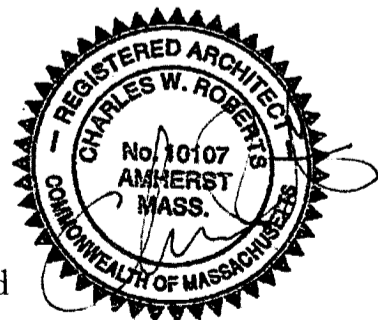
<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>127/129 Hinckley Street</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 1/8" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 127/129</p>
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1 123 & 125 Hinckley Street Attic Plan
1/8" = 1'-0"

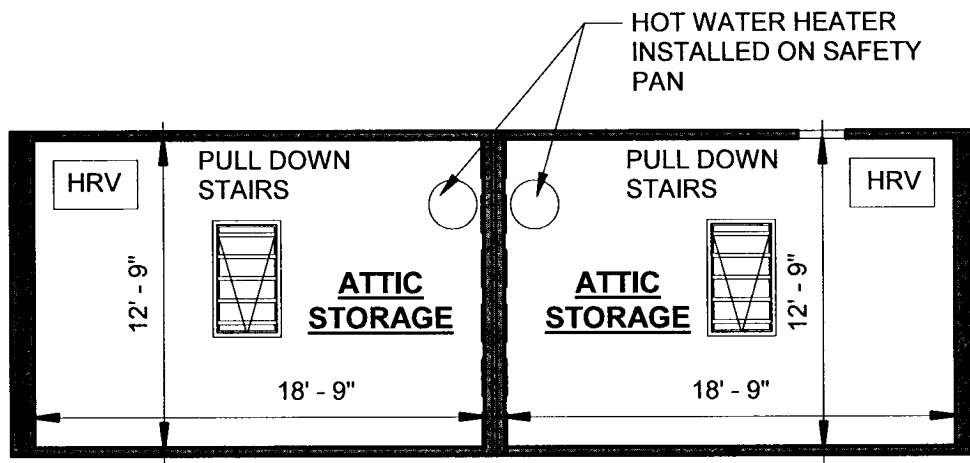


2 123 & 125 Hinckley Street Roof Plan
1/8" = 1'-0"

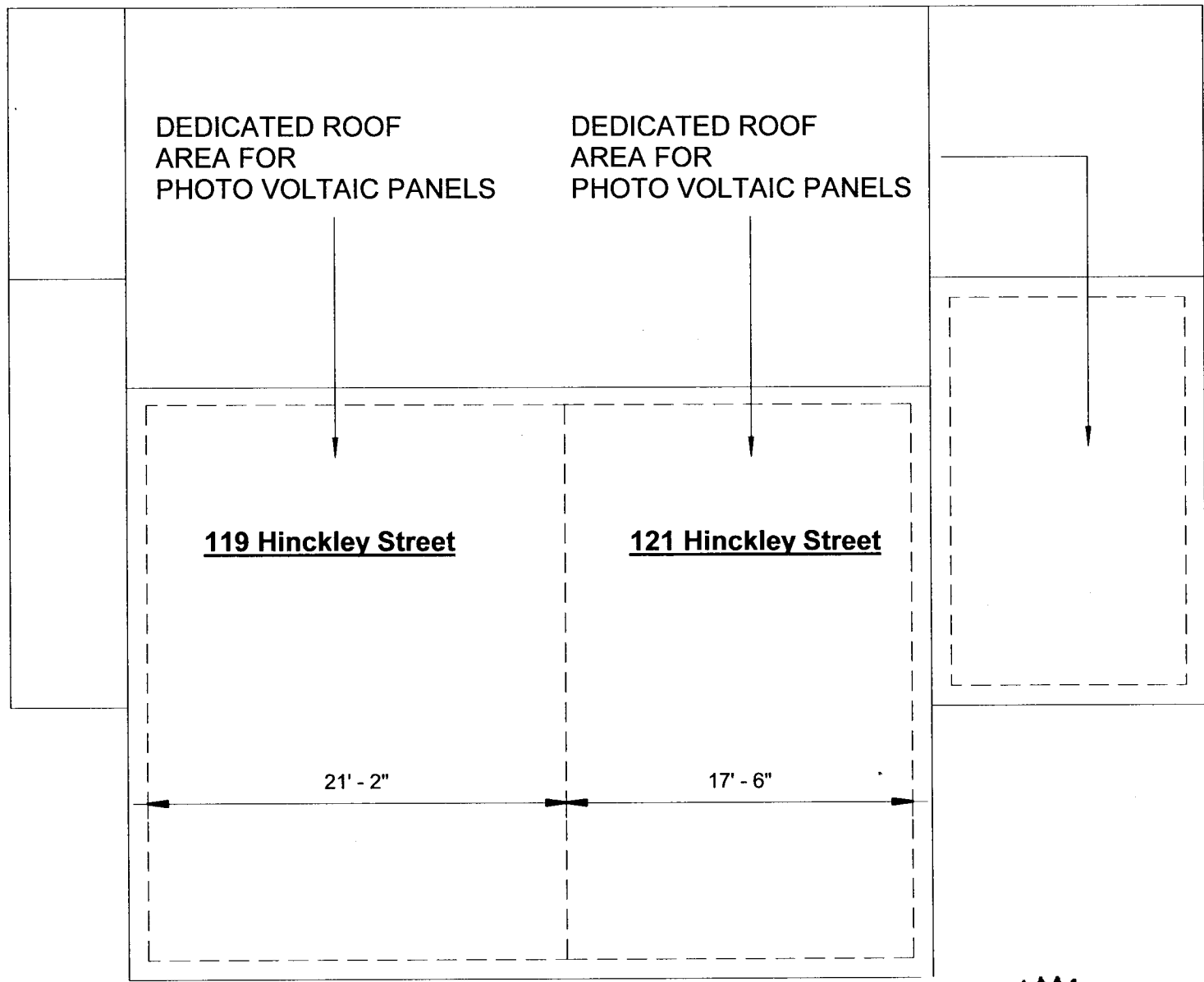


The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.

KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com	123/125 Hinckley Street		Condominium Documents Con-Doc 123/125
	The Hinckley Trace Condominium Northampton, MA	Date: August 31, 2017 Project: 16028 Scale: 1/8" = 1'-0" Drawn By: Author	

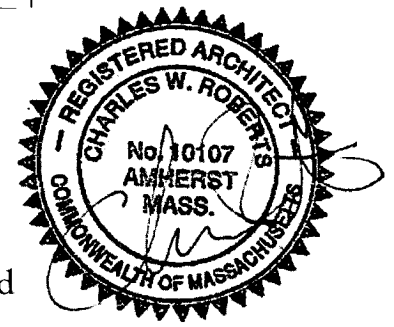


① 119 & 121 Hinckley Street Attic Plan
1/8" = 1'-0"

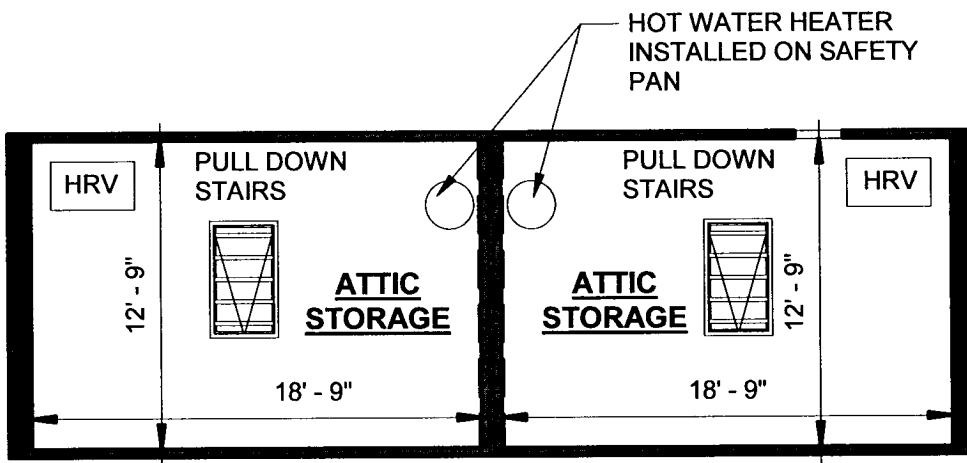


② 119 & 121 Hinckley Street Roof Plan
1/8" = 1'-0"

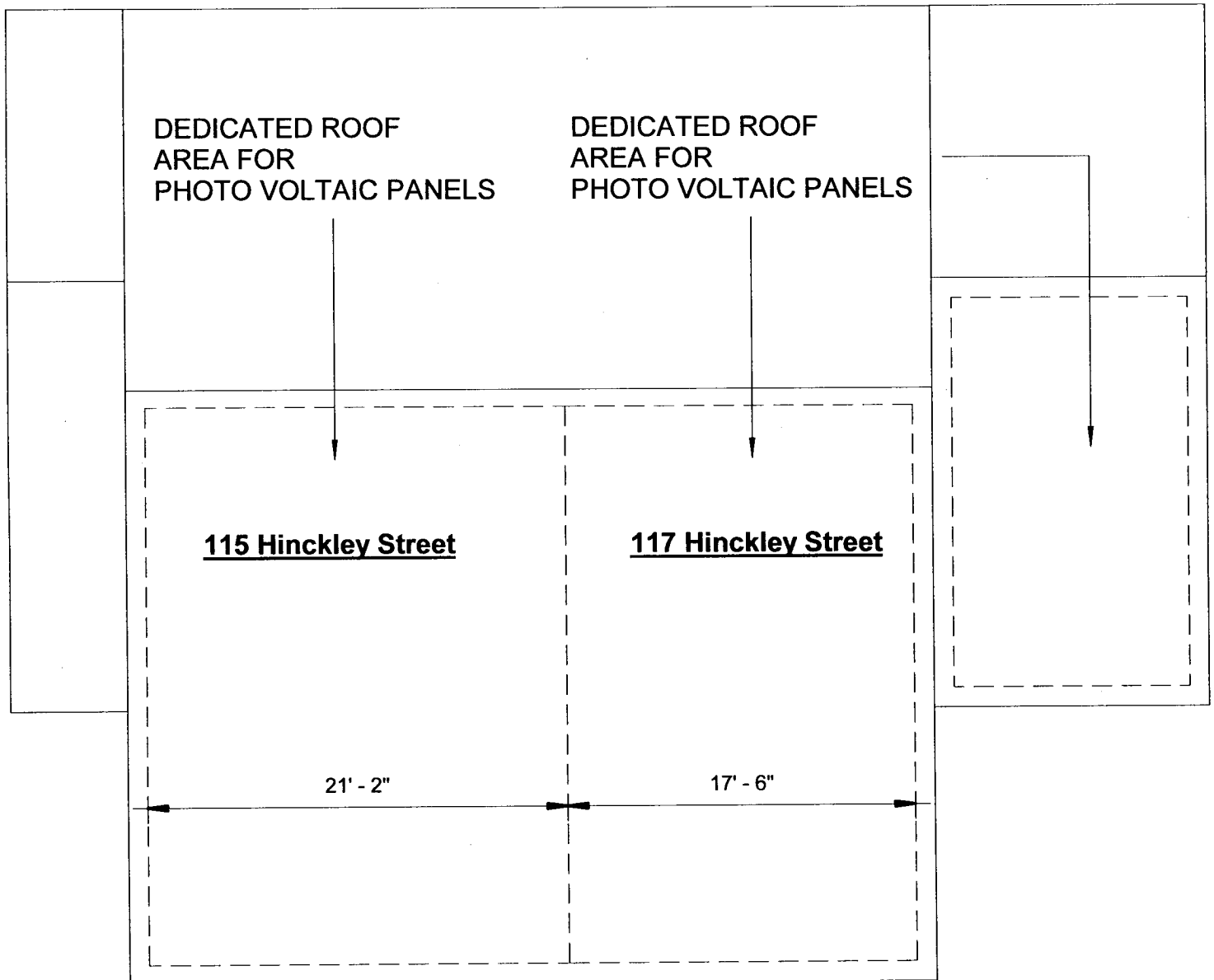
The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.



KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com	119/121 Hinckley Street		Condominium Documents Con-Doc 119/121
	The Hinckley Trace Condominium Northampton, MA	Date: August 31, 2017 Project: 16028 Scale: 1/8" = 1'-0" Drawn By: Author	

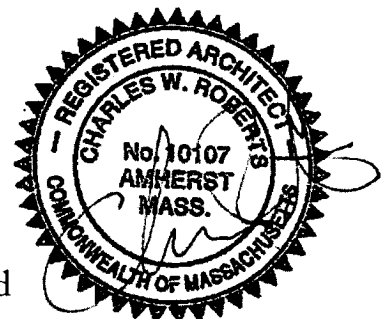


① 115 & 117 Hinckley Street Attic Plan
1/8" = 1'-0"



② 115 & 117 Hinckley Street Roof Plan
1/8" = 1'-0"

The undersigned certifies that these plans fully and accurately depict the layout, location, main entrance, unit number and approximate area and dimensions of the units as built.



<p>KUHN RIDDLE ARCHITECTS 28 AMITY ST. SUITE 2B AMHERST MASSACHUSETTS 01002 413 259 1630 www.kuhnridde.com</p>	<p>115/117 Hinckley Street</p> <p>The Hinckley Trace Condominium Northampton, MA</p> <p>Date: August 31, 2017 Project: 16028 Scale: 1/8" = 1'-0" Drawn By: Author</p>	<p>Condominium Documents</p> <p>Con-Doc 115/117</p>
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ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER
MARY OLBERDING