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MASTER DEED

of

221-227 MAIN STREET CONDOMINIUM

I, MICHAEL G. BISSMAN, ("Declarant") being the sole owner of the land together with the buildings thereon, located at 221-227 Main Street, Northampton, Massachusetts, and being more particularly described in Paragraphs (3) and (4) below, do 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 to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and do hereby state that Declarant proposes to create, and does hereby create, with respect thereto a condominium to be governed by and subject to the provisions of Chapter 183A and to that end, Declarant declares and provides the following:

(1) Name. The name of the condominium shall be 221-227 MAIN STREET CONDOMINIUM.

(2) Definitions. As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Buildings" shall have the meaning set forth in Paragraph (4) hereof.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in Paragraph (6) hereof.

"Condominium" shall mean the 221-227 MAIN STREET CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean the Declaration of Trust of 221-227 MAIN STREET CONDOMINIUM TRUST of even date to be recorded with the Registry of Deeds herewith, and referred to in Paragraph (10) hereof, the mailing address of the Trust is 221-227 Main Street, Northampton, Massachusetts, 01060 the names and addresses of the original and present Trustees of which Trust are as follows:

Michael G. Sissman, 17 Hampton Terrace, Northampton, Massachusetts, 01060.

"Declarant" shall mean Michael G. Sissman.

"Improvements" shall mean and include the buildings and other improvements now or hereafter located on the Land.

"Land" shall have the meaning set forth in Paragraph (3) hereof.

"Premises" shall mean the Land and the Improvements.

"Registry of Deeds" shall mean the Hampshire County Registry of Deeds.

"Trustees" shall have the meaning set forth in Paragraph (10) hereof.

"Units" shall mean the commercial and residential dwelling units comprising the Condominium.

"Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein which are defined in the Condominium Trust and which are not specifically defined herein shall have the meaning given to them in the Condominium Trust.

(3) Description of Land. The Land shall include a certain parcel of land located at 221-227 Main Street, Northampton, Massachusetts and being more particularly bounded and described on Exhibit 1 annexed hereto and incorporated herein.

(4) Description of Buildings. The building on the Land is described on Exhibit 2 annexed hereto and incorporated herein.

(5) Description of Units.

(A) The Building contains those Units listed on Exhibit 3 annexed hereto and incorporated herein.

(B) The designation of each Unit in the Building, a statement of its location, approximate area, number and composition of rooms, immediate Common Elements to which it has access, and its proportionate interest in the Common Elements of the Condominium are set forth in Exhibit 3 annexed hereto and incorporated herein.

The proportionate 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 on the date of the Master Deed bears to the then aggregate fair value of all the Units.

(C) Each Unit includes the ownership of all utility lines,

heating, plumbing, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.

(D) Each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, such entrances to and from the public streets, yards, and walkways, as serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Elements therefor).

(E) Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use, in common with the owners of the other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Paragraph (6) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to otherwise use other Common Elements in accordance with the intended purposes thereof.

(F) The Condominium Trust, hereinafter described in Paragraph (10), has a right of entry to each Unit to make emergency repairs or other necessary repairs which the Unit Owner has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), subsection (2).

(G) All exclusive easements appurtenant to a Unit, shall be conveyed only with the Unit to which said easement is appurtenant and shall not be severable from such Unit.

(H) Each Unit shall be subject to the obligations and conveyed with the rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(6) Description of the Common Elements. The common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") consist of:

(A) The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

(B) All portions of the Building at 221-227 Main Street not included in any Unit by virtue of Paragraph (5) above, including, without limitation, the following to the extent such may exist from time to time:

(i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to

common areas, entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;

(ii) The main entrances, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes, utility areas, and other facilities in such hallways;

(iii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, excluding all utility lines and equipment contained within and exclusively servicing a single Unit;

(iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subparagraph (iii) which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

(C) All land areas and facilities, and other improved or unimproved areas on the Land and not within any Unit, except that certain portions of the Common Elements may be limited or restricted in terms of use by Trustees for such purposes as traffic control or storage allocation.

(D) The glass in windows of the Units are not Common Elements;

(E) Roof Rights: The Owners of Units 5 and 6 shall have the right in accordance with paragraph (16) hereof to construct an internal stairway connecting said Units with the roof space immediately above each unit; any such stairway shall be the sole expense of the Unit Owner. Likewise any structures built by the Owners of Units 5 and 6 on the roof shall be done so in accordance with paragraph (16) hereof; and be the sole expenses of the Unit Owner.

The maintenance of the roof shall remain a common expense of all Unit Owners, provided however that any additional maintenance expense related to internal stairway or structure constructed on the roof shall remain the sole expense of the Unit involved.

(F) Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit #3A as attached to this Master Deed and incorporated herein (hereinafter "Beneficial Interest").

The Trustees in their sole and absolute discretion, may designate certain portions of the Common Elements for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust (said Rules and Regulations are a schedule to the Condominium Trust).

The use of Common Elements shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust, hereinafter referred to in Paragraph (10) hereof and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A as amended from time to time.

(7) Floor Plans. The floor plans of the Building and the Units therein, which set forth the Unit numbers, layout, location and dimensions, main entrance and immediate Common Elements to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, certifying that the plans, taken together, fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built are recorded with and made a part of this Master Deed.

Said plans are listed on a exhibit annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit 4.

(8) Statement of Purposes. The Units are intended to be used as follows:

(A) Units 5 and 6 shall be used for residential purposes. Those Units may also be secondarily used for any purpose permitted by the applicable zoning ordinance, but subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto. Units 1 through 4 and A and B shall be used for commercial purposes; the use of Units 1 through 4 and A and B are subject both to the restrictions herein and in the Condominium Trust, the By-Laws, and the Rules and Regulations thereto.

(B) The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units:

(1) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in

writing and be for a term of not less than thirty (30) days, except in commercial units, which may let less than an entire unit, provided city zoning regulations and the provisions of the trust regarding types of business allowed are complied with;

(2) No Unit may be tenanted, rented, let, leased, or licensed for transient resident or hotel purposes;

(3) Every lease, license or tenancy agreement permitting non-owner occupancy, use, or possession of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Paragraph (8) and Paragraph (9), the Condominium Trust, and the Rules and Regulations, and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations, and copy of Paragraphs (8) and (9) of the Master Deed; and

(4) The provisions of the above Paragraph (8) (B) (3) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

(C) Notwithstanding the provisions contained in Paragraphs (8) and (9) hereof, the Declarant, or any successor to his interest in the Condominium, including but not limited to mortgagees and assignees, but excluding those purchasing individual Units, hereby reserve (s) the right, until all of the Units have been sold by Declarant or such successor, to:

(i) lease any Units owned by the Declarant;

(ii) use any Units owned by the Declarant as models for display for purposes of selling or leasing of Units or for any other lawful purpose.

(9) Restrictions on Use.

(A) No Unit shall be used for any purpose not specified in Paragraph (8) above;

(B) The architectural integrity of the Building shall be preserved without modification, and to that end, no screen, antenna, sign, banner or other device, and no exterior

change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof, except that the six commercial units may place signs in the designated signage area and on any street sign(s), and those structures allowed under paragraph (6) (E) hereof. This paragraph (9) (B) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire;

(C) The owners of any Unit may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject to the provisions of Paragraphs (8) and (9) hereof, and may modify, remove and install nonbearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specification which have been submitted to and approved by the Trustees in accordance with paragraph (16) hereof. In particular, the commercial Units are expected to vary the interior of the Unit periodically and are hereby authorized to do so;

(D) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed and the Condominium Trust; and

(E) The use of the Common Elements may also be restricted under the provisions of the Condominium Trust.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees, and shall be enforceable solely by the Trustees, insofar as permitted by law, and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit ownership.

(10) Management and Regulatory Organization.

(A) The organization through which the Unit Owners shall manage and regulate the Condominium established hereby is the Condominium Trust. The Condominium Trust establishes an organization of which the Unit Owners shall be members, and in which Unit Owners shall have Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements of the Condominium to which they are entitled under this Master Deed.

(B) The Units of the Condominium vary in that two units are residential units, and the other six units are commercial. Because of these differences, there are some costs and expenses which belong to one group of Units and not to the other group. See the Condominium Trust Article XII, Section XII-6 for a more detailed description. The Trustees shall divide the expenses of the Condominium as appropriate to these differences; Exhibit 3A specifies the various beneficial interests of each Unit Owner.

(C) The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A which are set forth in the Article V of the Condominium Trust. The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustee and to mean the trustees or trustee for the time being under the Condominium Trust.

(11) Special Amendments. (A) The Trustee(s) may amend this document by a written, duly recorded document for the purposes of correcting typographical errors, clerical errors, errors of description, or to conform to the requirements of M.G.L. c. 183A; (B) for the period beginning with the filing of this document and ending May 31, 1988, the Declarant may amend this document by a written, duly recorded document provided that the rights of any Unit for which a Unit deed was issued prior to the recording of the amendment shall not be affected unless said Unit Owner consents by joining in such amendment.

(12) Amendments. This Master Deed may be amended by an instrument in writing: (a) signed by one or more Unit Owners entitled to sixty-seven (67%) percent or more of the Beneficial Interest in the Common Elements; (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust; and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

(A) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

(B) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

(C) No instrument of amendment which alters the percentage of the Beneficial Interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amendment to the Master Deed;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(E) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the Declarant shall be of any force or effect before the Declarant has conveyed title to all Units unless the Declarant executes the instrument of amendment; and

(G) The Beneficial Interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall: (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustee of such designation in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustee may designate any one such owner for such purposes.

(13) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

(A) All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of: (a) this Master Deed; (b) the Unit Deed conveying such Unit; (c) the Condominium Trust and By-Laws; (d) the items affecting the title to and the use of the Land; and (e) Chapter 183A. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of: (1) this Master Deed; (2) the Unit Deed conveying such Unit; (3) the Condominium Trust, By-Laws and Rules and Regulations promulgated pursuant thereto, as amended from time to time; and (4) the items affecting title to and use of the Land 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 or conveyance or lease thereof; and (b) any violation of any provision of this Master Deed, such Unit Deed, the Condominium Trust, By-Laws, or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a violation of the duties of the Unit Owner.

(B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

(14) 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 owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units serving his Unit. Each Unit shall be subject to use of 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 each Unit to inspect the same, to remove violations therefrom, and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Building, taking care not to interrupt business activities or normal residential uses, excepting emergency, and replacing and repairing the surface to the same condition prior to the maintenance.

(15) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alteration or repairs of the Common Elements made by or with the consent of the Trustees, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

(16) Right to Combine Units, Erect Partitions Around Stairways, etc.

(A) If at any time the title to any Units which are on the same floor as one another and share a common interior wall as a Unit boundary, is held by the same Unit Owner, then the said Unit Owner shall have the right to open a passage in said common wall to connect the Units directly to one another without first having to obtain the consent for the construction necessary to connect the Units from the Trustees; provided, however, that if the work of combining the Units would jeopardize the soundness or safety of the

Building, the Unit Owner would be required to submit written plans and specifications of the proposed work to the Trustees, and receive the unanimous consent of all the Unit Owners of the Building and the mortgagees of record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect.

(B) If at any time the title to any Units which are located above or below one another are held by the same Unit Owner, then the said Unit Owner shall have the right to construct internal stairways connecting said Units, without having to first obtain the consent for said construction necessary to connect the Units from the Trustees; provided, however, that if the work of combining the Units would jeopardize the soundness or safety of the Building, the Unit Owner would be required to submit written plans and specifications of the proposed work to the Trustees, and obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work, provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect. The work of constructing said internal stairway shall include opening an area in the Common Elements located between the lower Unit and the upper Unit and such structural modification and changes to said flooring that are necessary for the construction, safety, and serviceability of the stairway.

(C) Unit Owners performing any construction work under this Paragraph (16) of the Master Deed shall: (a) secure all appropriate licenses and permits necessary for such work, in the name of the Trustees, at Unit Owner's sole cost and expense; (b) provide contractors and subcontractors insurance, comprehensive public liability insurance, and other appropriate insurances, insuring the said Unit Owner, the Trustees, and other occupants, of the Condominium Units and the Condominium against personal injury and property damage arising out of said work; (c) perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof and the insurers of the Condominium; and (d) diligently perform all work and perform the work so as to minimize interferences with the peaceful use and possession of the premises by the occupants of the Condominium, and promptly discharge any and all mechanics and materialmen's liens arising from said work.

(D) Any such connecting passageway or stairway structure or stairway enclosure and appurtenant equipment thereto shall be maintained and serviced at the expense of the owners of the Units connected by said passageway or stairway, including without limitation the cost of all structural

maintenance and repair to the Common Elements arising from said passageway, stairway or stairway enclosure.

(17) Additional Rights for Benefit of Bona Fide Holders of Mortgages.

Declarant and the Unit Owners hereby agree as follows:

(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 Paragraph (i) and/or (ii) above;

(B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of 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 storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(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; or

(vii) take any action to amend any material provision 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 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 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 mortgagee 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; and

(vii) 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 with Declarant 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 thirty (30) days or less written notice.

(18) Subdivision of Commercial Units. To the extent permissible under the then current zoning ordinance of the City of Northampton, there is granted to the owner of a commercial unit the right to subdivide that unit, provided:

(A) Each resulting Unit possesses an undivided interest in all common elements;

(B) The percentage ownership of the original Unit is divided between the resulting units in proportion to the relative value of the two units, as conclusively established at creation of the new unit(s) by the unit deeds therefor, and that the voting right percentage and the overall ownership percentage will be identical;

(C) That suitable amendments to the Master Deed, Trust and plans "as built" will be prepared and filed at the expense of the subdividing party;

(D) That the subdividing party will obtain, from legal counsel selected by the Board of Trustees of the 221-227 Main Street Condominium Trust, a written opinion that the amendments are correct and proper and do not invalidate or change any other portion of the Master Deed and Trust, all at the expense of the subdividing party. In the event no such counsel is designated within 10 days of written notice by subdivider to the Trustees, an opinion rendered by a member in good standing of the Bar of the Commonwealth of Massachusetts, selected by the subdivider shall be sufficient upon presentation to the Trustees; and

(E) That all mortgage holders secured upon the unit being subdivided, consent to said subdivision.

(19) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the Master Deed and Chapter 183A, the provisions of Chapter 183A shall control.

(B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(C) In the event of any conflict between the preceding Paragraph and any other provisions of this Master Deed or the Condominium Trust, the provisions of said preceding Paragraph shall control.

(D) In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

(20) Waiver. No provision 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.

(21) 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.

(22) Assignment of Rights of Declarant. Declarant, by deed or by separate assignment, shall be entitled to assign any and all of his rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity, or the Condominium Trust as may be determined by Declarant.

(23) Registering and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

EXECUTED as a sealed instrument on this 24th day of February, 1988.

Michael G. Sissman
MICHAEL G. SISSMAN, Declarant

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

February 24, 1988

Then personally appeared the above named MICHAEL G. SISSMAN and acknowledged the execution of the foregoing instrument to be his free act and deed, before me,

Christopher C. Johnson
CHRISTOPHER C. JOHNSON
Notary Public
My commission expires: AUGUST 6, 1993

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(10)	Management and Regulatory Organization	7
(11)	Special Amendments	8
(12)	Amendments	8
(13)	Units Subject to Master Deed, Unit Deed Condominium Trust, etc	9
(14)	Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units	10
(15)	Encroachments	10
(16)	Right to Combine Units, Erect Partitions Around Stairways, etc.	10
(17)	Additional Rights for Benefit of Holders of Bona Fide First Mortgages	12
(18)	Subdivision of Commercial Units	14
(19)	Conflicts	15
(20)	Waiver	15
(21)	Captions	15
(22)	Assignment of Rights of Declarant	16
(23)	Registering and Recording	16

<u>EXHIBIT</u>	<u>SUBJECT</u>
Exhibit 1	Land
Exhibit 2	Building
Exhibit 3	Units
Exhibit 4	Plans

EXHIBIT 1

A parcel of land located in Northampton, Hampshire County, Massachusetts, bounded and described as follows:

A certain tract or parcel of land with the buildings thereon, situated on the Northerly side of Main Street, Northampton, Hampshire County, Massachusetts, being numbered 221-227, bounded and described as follows:

NORTHERLY by an open way thirty-five (35) feet, more or less;

SOUTHERLY by Main Street thirty-five (35) feet, more or less;

EASTERLY by land conveyed to Tripod Camera Shop, Inc., by deed dated June 1, 1972, and recorded in the Hampshire County Registry of Deeds in Book 1637, Page 142, seventy and thirty-six one-hundredths (70.36) feet, more or less;

WESTERLY by land conveyed by John M. Wass and John F. Sutter to John F. Sutter and Cynthia A. Sutter by deed dated May 10, 1985, recorded in said Hampshire County Registry of Deeds in Book 2564, Page 45, and being more particularly described as by the Westerly side of an eight inch (8") wall, the same being the Easterly side of a twenty (20") wall as more particularly described by a plan dated September 30, 1947, prepared by Davis Engineering Co., designated as Corrected Plan of Part of Pierce Block, recorded in said Hampshire Registry of Deeds in Plan Book 30, Page 73, to which plan reference is hereby made for a more particular description, seventy and thirty-nine one-hundredths (70.39) feet, more or less.

Also hereby conveying any rights which the said John M. Wass has in the "open way" along the Northerly side of the premises, as mentioned in deed from Fred H. Race et ux to David, Inc., of Northampton by instrument dated June 28, 1965, and recorded in said Hampshire Registry of Deeds in Book 1465, Page 165.

Subject to the further condition and agreement that the walls between the premises herein described and the premises previously conveyed to John F. Sutter and Cynthia A. Sutter by deed dated May 10, 1985, recorded in said Hampshire County Registry of Deeds in Book 2564, Page 45, are party walls and that the wall adjoining the premises previously conveyed to said Tripod Camera Shop, Inc., is likewise a party wall and that none of said walls will be removed or demolished without the consent of the respective adjoining land owners. Also hereby conveying any rights which said John M. Wass has in and to the said party walls.

Being the same premises conveyed to the Declarant by deed of John M. Wass dated April 15, 1987 and recorded in the Hampshire County Registry of Deeds, Book 2951, Page 336.

EXHIBIT 2

The building on the land described in Exhibit 1 is described as follows:

A three story masonry building with basement. There are two commercial units in the basement; two commercial units on the first floor; two commercial units on the second floor and two residential units on the third floor.

EXHIBIT 3
TO
MASTER DEED
OF
221 -227 MAIN STREET CONDOMINIUM

(see Exhibit 3A for Beneficial Interest)

<u>UNIT NUMBER</u>	<u>FLOOR LEVEL</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>NO & COMPOSITION OF ROOMS</u>
A	B	1269.5+/-	large space
B	B	1290.5+/-	large space
1	1st	1350.5+/-	large space
2	1st	1331.5+/-	large space
3	2nd	1131.5+/-	4: retail space
4	2nd	1137.5+/-	5: retail space
5	3rd	1281.5+/-	6: LR, K, B, 3BR
6	3rd & loft	1535.5.+/-	5: LR, K, B, 2BR

LEGEND:

Floor Level:

B is Basement
1st is First Floor
2nd is Second Floor
3rd is Third Floor

Rooms:

LR is Living Room
BR is Bedroom
K is Kitchen
B is Bathroom

BOUNDARIES:

The boundaries of the Units 1 through 6 and A and B, with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

- A. Floors: plane of the upper surface of the concrete slab in the basement level areas and the plane of the upper floor joists in all other floors.
- B. Ceilings: the plane of the lower surface of the ceiling studs.
- C. Perimeter Walls: the plane of the surface facing such unit of the wall studs or the plane of the surface facing such Unit of the masonry where masonry is the finish material.

D. Exterior Building
Walls, Doors and
Windows:

- (i) walls: the plane of the surface facing such unit of the wall studs.
- (ii) doors: the exterior surface of the doors utilized to provide ingress to and egress from each Unit.
- (iii) windows: the interior surface of the glass and window frames.

The unit dimensions shown on the Plans extend to the plane of the surface facing such Unit of the interior finish surface of the walls, doors, ceilings or floors, as the case may be, although the boundaries extend as indicted below.

There are eight (8) Units in the Condominium.

EXHIBIT 3A
TO
MASTER DEED
OF
221 - 227 MAIN STREET CONDOMINIUM

<u>UNIT</u>	<u>OVERALL BENEFICIAL INTEREST</u>	<u>RESIDENTIAL BENEFICIAL INTEREST</u>	<u>COMMERCIAL BENEFICIAL INTEREST</u>
A	6.481	0	8.606
B	6.481	0	8.606
1	19.445	0	25.820
2	19.445	0	25.820
3	11.728	0	15.574
4	11.728	0	15.574
5	11.111	45.000	0
6	<u>13.581</u>	<u>55.000</u>	<u>0</u>
	100.000	100.000	100.000

Hampshire ss. Feb 24 1988 at 12 o'clock and 45 minutes P. M., Rec'd, ent'd and
 (MONTH (DAY)
 exam'd with Hampshire Reg. of Deeds, Book 3135 Page 220
 Attest _____
 REGISTER