

**MASTER DEED
OF
43 CENTER STREET CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS that WILLIAM R.S. MULLER, being the sole owner of the land, together with the buildings thereon, located at 43 Center Street, Northampton, Massachusetts, and being more particularly described in Paragraphs (3) and (4) below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts and does hereby state that Grantor 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, Grantor declares and provides the following:

(1) Name. The name of the condominium shall be 43 CENTER STREET CONDOMINIUM.

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

"Building" means the structures described in Exhibit (2) 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 (7) hereof.

"Condominium" shall mean the 43 CENTER STREET CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean 43 CENTER STREET CONDOMINIUM TRUST of even date to be recorded with the Registry of Deeds herewith and referred to in Paragraph (11) hereof, the names and addresses of the original and present Trustees of which Trust are as follows:

William R.S. Muller, 102 Main Street, Northampton, Massachusetts 01060
Tristram W. Metcalfe, III, 142 Main Street, Northampton, Massachusetts 01060

The address of the association is 43 Center Street, Northampton, Massachusetts 01060.

"Grantor" shall mean William R.S. Muller.

"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.

"Restricted Common Area P" shall mean the land surrounding the Building on the sides and rear, but not at the front on Center Street. The Restricted Common Area P is shown on the Plans of the Condominium as built and on the plans of the unit deeds as conveyed.

"Restricted Common Space" shall mean common space restricted, controlled and allocably supported by the owners of Unit H-a, Unit H-b, Unit I-a, and Unit I-d. The purpose of said Restricted Common Space is to provide access to the common elements for entrance and egress from the Building. The Restricted Common Space is shown on the Plans of the Condominium as built and on the plans of the unit deeds as conveyed.

"Trustees" shall have the meaning set forth in Paragraph (11) hereof.

"Unit" or "Units" shall mean the commercial and residential dwelling units comprising the condominiums of the Condominium.

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

Capitalized terms used herein which are defined in the Condominium Trust but not specifically defined above 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 43 Center 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 constitutes one structure and is described on Exhibit 2 annexed hereto and incorporated herein.

(5) Description of Historic Preservation Restriction. As of the date of the recording of this Master Deed, the premises at 43 Center Street is located in the Central Business District under the Zoning Ordinance of the City of Northampton. Buildings within the Central Business District are subject to architectural review by the Central Business Architectural Committee, a committee established by Municipal Ordinance. See Central Business Architecture District Permit Determination previously recorded at Hampshire County Registry of Deeds Book 6006, Page 0165. Alterations of the façade of the Building are also subject to review by the Massachusetts Historical Commission as expressed in a Memorandum of Acceptance on record with the Office of Planning and Development of the City of Northampton. Pursuant to the jurisdiction of these two boards, the façade of the Building at 43 Center Street is restricted as follows:

- (A) The glass curtain wall enclosing portions of the pre-existing porch must be clear, not tinted.
 - (B) The interior window treatment closest to the glass is to be uniform across the entire façade and will consist of a series of roll-down blinds of uniform color and texture.
 - (C) The building wall immediately interior to the glass façade (the pre-construction exterior in the year 2000) shall remain of a color and texture identical to the exterior sidewalls of the Building. The pattern of windows and doors opening onto the porches as they existed in the year 2000 shall be preserved, except that windows piercing this wall may be extended downward to become doors, and doors may be closed in to become windows. In all cases, the molding and trim treatments of the openings in the wall shall retain the appearance and style as they appeared in the year 2000.
 - (D) No signage may be placed directly on the glass façade.
 - (E) Changes in the appearance of the façade must be submitted to the Central Business District Architecture Committee, or its successor, if any, for review according to its procedures, and to the Massachusetts Historical Commission, according to the terms of the Memorandum of Agreement between the City of Northampton and the Massachusetts Historical Commission dated July 28, 2000, on file in the Planning and Development Office of the City of Northampton.
- (6) 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. Commercial Units are designated "commercial space" only and not with room designations.
 - (C) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment including plumbing fixtures, 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 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 (7) 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 (11), has a right of entry to each Unit to effect 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) 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.
- (7) 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 43 Center Street not included in any Unit by virtue of Paragraph (6) 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, roof and 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 stairways, the entrance vestibules, 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, but excluding all utility lines and equipment contained wholly within and 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

casement 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, storage allocation, and parking;
- (D) The glass in windows of the Units are not Common Elements; the glass curtain wall is a Common Element;
- (E) Such additional common areas and facilities as may be defined in Chapter 183A.
- (F) Restricted Common Space: Units H-a, H-b, I-a, and I-d have, as appurtenant to them, the common area designated "Unit I-c" on the plans of the condominium. This Unit I-c will be governed in accordance with the rules set forth in Exhibit 6 of this Master Deed.
- (G) Restricted Common Area P: Unit Q has as appurtenant to it an exclusive easement in the common area designated as "Restricted Common Area P" on the plans of the Condominium. This Restricted Common Area P will be governed in accordance with the rules set forth in Exhibit 7 of this Master Deed.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit #3A attached to this Master Deed and incorporated herein by reference (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. The purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium (which are an exhibit to the Condominium Trust).

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

(8) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of the Building, setting forth the Units within the Building, and the Building comprising the Condominium, and depicting 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 schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit 4.

- (9) Statement of Purposes. The Units are intended to be used as follows:
- (A) Units A through I and Unit Q shall be used for commercial purposes. Commercial purposes include religious, educational and community service purposes. Units J, K, L, M, N and O shall be used primarily for residential purposes. All Units may also be used for any purpose permitted by the applicable zoning ordinance, subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto, except that no Unit shall be used as a beauty salon, restaurant, liquor establishment or fast food outlet.
- (B) The following conditions and restrictions shall apply to the use and occupancy of the parking spaces, both the spaces located within Restricted Common Area P of this Condominium and spaces located entirely upon the Common Elements of this Condominium:
- (1) The parking spaces may be used only for parking of vehicles which fit within the area of a single parking space and which are duly registered with the appropriate Registry of Motor Vehicles. No boats, trailers and the like may be parked in any parking spaces except with the written consent of the Trustees.
 - (2) All vehicles shall be parked within the parking spaces designated for said Unit as such spaces are from time to time assigned by the owner(s) of the exclusive easement in Restricted Common Area P if the space lies within Restricted Common Area P. If the space lies within the Common Elements of the Condominium, then as assigned by the Board of Trustees pursuant to the Rules, Regulations and Fees as established by the Board pursuant to the Declaration of Trust, Schedule A, Item 19.
 - (3) In instances where vehicles using the parking areas and parking spaces do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the non-complying vehicles at the vehicle owners' expense.
- (C) The following conditions and restrictions shall apply to the renting and/or leasing of Residential 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 one year, unless otherwise approved in writing by the Trustees.
 - (2) No such Unit may be rented, let, leased, or licensed for transient resident or hotel purposes.
 - (3) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Residential 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 (9) and Paragraph (9) of 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 (9) and (10) of the Master Deed.

- (4) The provisions of the within Paragraph (9) (C) (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.

(10) Restrictions on Use.

- (A) No Unit shall be used for any purpose not specified in Paragraph (9) above.
- (B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, 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 commercial units may place signs in or upon signage areas designated by Trustees in the Rules and Regulations subject to Trustees' prior approval. This Paragraph (10) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, except that window coverings shall conform to the Rules and Regulations as set forth in the Condominium Trust (By-Laws).
- (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 (9) and (10) 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 specifications which have been submitted to the Trustees. 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.
- (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, 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.

(11) Management and Regulatory Organization.

- (A) The organization through which the Unit Owners will 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 Interests 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 size and use. Units are residential or commercial. Because of these differences, there may be costs and expenses which belong to one class of Units alone and not to the other group. The Trustees shall divide the expenses of the Condominium as appropriate to these differences; Exhibit 3A to this Master Deed sets forth the Beneficial Interest of each Unit.
- (C) The Trustees have enacted By-Laws which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A (the "By-Laws"). The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under this Condominium Trust.

(12) Amendments. This Master Deed may be amended only 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 and 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 Amended 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 Grantor shall be of any force or effect before the Grantor has conveyed title to all Units unless the Grantor executes the instrument of amendment;
- (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 by notice 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 the provisions of this Master Deed, the Unit Deed, if any, conveying such Unit, the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said 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. Any violation of the provision of this Master Deed, Unit Deed, the Condominium Trust and 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/or 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 Common Elements, 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 Divide or Combine Units, Erect Partitions Around Stairways, etc.

(A) If at any time title to any Units and/or exclusive easements in restricted common space which are on the same floor as one another and share a common interior wall, held by the same Unit Owner, then said Unit Owner shall have the right to open a passage in said common wall to connect the Units and/or exclusive easements in restricted common space directly to one another without first having to obtain the consent for the construction necessary to connect the Units from the Trustees of the Condominium Trust; provided, however, that the work must not jeopardize the soundness or safety of the Building, in which event the Unit Owner must obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work after said Unit Owner first submits written plans and specifications of the proposed work to the Trustees; provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect for the purpose of authorizing the work authorized by this paragraph.

(B) If at any time title to any Units and/or exclusive easements in restricted common space 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 and/or exclusive easements in restricted common space, without having to first obtain the consent for said construction from the Trustees; provided, however that the work must not jeopardize the soundness or safety of the Building; certification by a Registered Architect that the work will not jeopardize the building shall be conclusive to that effect for the purpose of authorizing the work authorized by this paragraph. The work of constructing said internal stairway shall include opening an area in the Common Elements located between the Units and/or exclusive easements in restricted common space, and such structural modification and changes to said flooring as 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 interference 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.

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 or stairway or stairway enclosure.

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

Grantor and the Unit Owner 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 subparagraph (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 his 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;
 - (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 with Grantor 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.

(18) Subdivision of Units. To the extent permissible under the then current zoning ordinance of the City of Northampton, there is granted to the owner of a 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 the 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 Trustees, 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.
- (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 hereof 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 provision 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 Grantor. Grantor, 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 Grantors.

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

EXECUTED as a sealed instrument on this 14th day of February, 2001.




William R.S. Muller

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

February 14, 2001

Then personally appeared before me the above named William R.S. Muller and declared the foregoing instrument to be his free act and deed.



Benjamin A. Barnes, Notary Public
My commission expires: November 17, 2006

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<u>EXHIBIT</u>	<u>SUBJECT</u>
Exhibit 1	Land
Exhibit 2	Building
Exhibit 3	Units
Exhibit 3A	Beneficial Interests
Exhibit 4	Plans of 43 Center Street Condominium
Exhibit 5	Unit Plans
Exhibit 6	Rules of Unit I-c
Exhibit 7	Rules of Exclusive Easement in Restricted Common Area P

EXHIBIT 1

Tract One:

The building and land situated on Center Street, in said Northampton, and bounded as follows, to wit: Southeastly by School property of the City of Northampton; Northeastly by land of The Peoples' Institute of Northampton and Luke Day; Northwestly by land of said Day and of the New England Telephone and Telegraph Company; and Southwestly by said Center Street. For lines and boundaries of said parcel of land, reference may be had to a plan given to The Peoples' Institute of Northampton, from which it derived title, said plan to be filed in the Hampshire County Registry of Deeds. Subject, however, to a right of way to the said The Peoples' Institute over and across a strip of said parcel six (6) feet wide adjoining said School property, extending from said Center Street to land of the said The Peoples' Institute, situated on the easterly side of said parcel conveyed, as shown on the aforesaid plan.

Tract Two:

A certain tract of land situated in Northampton, Massachusetts, lying Northeastly of land of Northampton Lodge #997, Benevolent and Protective Order of Elks, and bounded and described as follows: Commencing at an iron pin in the fence line at the Westerly corner of the lot to be conveyed; thence Northeastly along the fence line, 29.45 feet to an iron pin; thence Southeastly 50.35 feet to an iron pin at the Northerly corner of the fence around the property of the City of Northampton (Police Station); thence Southwestly along the fence line 25.87 feet to an iron pin in the line of the fence; thence Northwestly 52 feet to place of commencing. The Peoples' Institute of Northampton releases and conveys together with all rights of way reserved in the deed from it to James W. O'Brien dated February 28, 1911, and recorded in Hampshire County Registry of Deeds, Book 667, Page 199. Meaning and intending to surrender, relinquish and release unto Northampton Lodge #997 Benevolent and Protective Order of Elks all right and easements reserved in land described in the aforesaid deed from the Peoples' Institute of Northampton to said O'Brien and now owned by Northampton Lodge #997 Benevolent and Protective Order of Elks.

Being the same premises conveyed by quitclaim deed from Northampton Lodge No. 997 Of The Benevolent And Protective Order Of Elks to William R.S. Muller, dated August 16, 2000, and recorded in Book 6006, Page 159, Hampshire County Registry of Deeds.

EXHIBIT 2

The Building on the land described in Exhibit 1 is one in number.

EXHIBIT 3
(See Exhibit 3A for Beneficial Interest)

COMMERCIAL UNITS

UNIT	FLOOR LEVEL	APPROX. SQ. FOOTAGE	# & COMPOSITION OF ROOMS	RESTRICTED COMMON SPACE EXCLUSIVE EASEMENTS
A	1	2,247	Commercial Space	
B	1	897	Commercial Space	
C	1	860	Commercial Space	
D	2	3,328	Commercial Space	
E	2	917	Commercial Space	
F	2	650	Commercial Space	
G	3	1,860	Commercial Space	
H-a	3	351	Commercial Space	I-c Common Space
H-b	3	243	Commercial Space	I-c Common Space
H-c	3	283	Commercial Space	
I-a	3	292	Commercial Space	I-c Common Space
I-b	3	358	Commercial Space	
I-c	3	259	Common Space	
I-d	3	264	Commercial Space	I-c Common Space
Q	1	500	Commercial Space	P - Common Area

RESIDENTIAL UNITS

UNIT	FLOOR LEVEL	APPROX. SQ. FOOTAGE	# & COMPOSITION OF ROOMS	RESTRICTED COMMON SPACE EXCLUSIVE EASEMENTS
J	4	720	MZ, LR/D/K	
K	4	884	MZ, B, LR/D/K	
L	4	1,005	MZ, BR, B, LR/D/K	
M	4	949	MZ, BR, B, LR/D/K	
N	4	710	MZ, B, LR/D/K	
O	4	899	MZ, B, LR/D/K	

LEGEND

FLOOR LEVEL		ROOMS	
1	First Floor	BR	Bedroom
2	Second Floor	B	Bathroom
3	Third Floor	LR/D/K	Living Room/Dining Room/Kitchen
4	Fourth Floor	Commercial	Commercial Space
G	Exterior Ground	I-c	Common Space of Units H-a, H-b, I-a & I-d
		MZ	Mezzanine

All Units, except for Unit A, which opens directly to the exterior, have access to two interior stairways which lead to building exits, to hallways, and to bathrooms located on Floors 1, 2, and 3.

The stairs, hallways, and bathrooms opening onto hallways are common space.

BOUNDARIES

The boundaries of all the Units 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 ground level areas and the plane of the upper surface of the sub-floor in all other floors.
- B. Ceilings: Plane of the lower surface of the ceiling joists.
- C. Perimeter Walls: 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: plane of the wall studs of the surface facing such unit.
 - (ii) Doors: the interior surface of the doors utilized to provide ingress to and egress from each Unit and the exterior surface of any glass therein.
 - (iii) Windows: the exterior surface of the glass and interior surface of the window frames (all window/door glass is part of the Unit).

There are twenty (20) Units in the Condominium: 13 Commercial and 6 Residential. Unit 1-c is Restricted Common Space and is not a Unit. Unit P is Restricted Common Area and is not a Unit.

EXHIBIT 3A

BENEFICIAL INTERESTS
(IN PERCENTAGES)

UNIT NUMBER	BENEFICIAL INTEREST PERCENTAGE
A	12.10%
B	4.85%
C	4.65%
D	18.00%
E	4.90%
F	3.50%
G	10.00%
H-a	2.30%
H-b	1.60%
H-c	1.50%
I-a	1.90%
I-b	1.90%
I-d	1.75%
J	4.00%
K	4.00%
L	5.00%
M	5.00%
N	4.00%
O	4.00%
Q	5.05%
TOTAL	100.00%

EXHIBIT 4PLANS OF 43 CENTER STREET CONDOMINIUM43 Center Street
Northampton, Massachusetts 01060

The plans listed below are the Site Plan, Schematic Floor Plans and the Unit Plans for the 43 Center Street Condominium as they are recorded in the Hampshire County Registry of Deeds, simultaneously herewith.

<u>TITLE OF PLAN</u>	<u>DATE</u>	<u>PLAN BOOK</u>	
Plan of Land in Northampton, Massachusetts prepared for William R.S. Muller	January 5, 2001	Plan Book 188	Page 27
First Floor Plan A-1	January 24, 2001	Plan Book 188	Page 28
Second Floor Plan A-2	January 24, 2001	Plan Book 188	Page 29
Third Floor Plan A-3	January 24, 2001	Plan Book 188	Page 30
Fourth Floor Plan A-4	January 24, 2001	Plan Book 188	Page 31

EXHIBIT 5

UNIT PLANS

to be recorded with each original Unit deed

EXHIBIT 6

RULES OF UNIT I-C

Pursuant to Paragraph (7) (F), Units H-a, H-b, I-a, and I-d (the "Owning Units") have, as appurtenant to them, the common area designated "Unit I-c" on the plans of the Condominium.

(1) The principal purpose of this Restricted Common Space, Unit I-c, is to serve as a hall allowing access to the four Owning Units. The secondary purpose of this Restricted Common Space is to serve as an area in which storage closets or shelves can be constructed, serving the four Owning Units in equally (though the particular shelf or closet may be designated for a particular unit, the object being to allow each unit to have an equal opportunity to have storage). The tertiary purpose of the Restricted Common Space is to serve as a waiting area for the persons being serviced by the business occupants of the Owning Units, except for Unit I-a. The final purpose of the Restricted Common Space is to be used as agreed to by the Owners of the four Owning Units.

(2) The cost of maintaining Unit I-c will be borne by the four Owning Units as follows: Unit H-a and Unit H-b: 25% each, Unit I-a: 20%, and Unit I-d: 30%. Unit I-c must be maintained at least to the same standard as the hallway on the same floor that is maintained by the Condominium. It may be maintained to a higher standard upon the vote of a majority of the Owning Units present and voting at a meeting called for this purpose. In no event shall the amount assessed upon the Owning Units exceed one-half of the Condominium Monthly Common Charge, as established by the Condominium pursuant to the 43 Center Street Condominium Declaration of Trust (which effectively means the Monthly Common Charge of the Owning Unit having the smallest ownership share of the Condominium as a whole), UNLESS the Owning Units unanimously agree to increase the payment, and only so long as the expenses contemplated in the unanimous vote remain to be paid for.

(3) All decisions regarding Unit I-c will be by majority vote of the Owning Units, each unit casting one vote. In the event of deadlock, it will be deemed that the vote is to continue to act as hitherto, without change. If the vote is on a matter of aesthetics, a deadlock will cause the replication of existing aesthetic determinations.

(4) Failure to make payment as required under (2) above will not result in a lien against the Unit, but in a personal debt of the Owner failing to make payment. The owner of any Owning Unit may sue to enforce the debt. In addition to the debt, the defaulting Owner is responsible for all of the reasonable attorney's fees and other costs of collection, and for a penalty payment which will become the personal property of the Owner suing to enforce the obligation, of one full year's fees, based upon the twelve months immediately preceding the filing of suit. Conveyance of the Unit does not relieve a defaulting Owner of the liability for the payment.

(5) In any matter not specifically dealt with above, Unit I-c will be handled by the Owning Units just as Condominium Common Elements are handled by the Condominium and the Condominium Trust. The rules of calling meetings and keeping records will be the same as those of the Condominium Trust.

EXHIBIT 7

RULES OF EXCLUSIVE EASEMENT
IN RESTRICTED COMMON AREA P

Pursuant to Paragraph (7)(G), Unit Q has appurtenant to it the exclusive easement in the Common Area on the exterior of the Building designated as Restricted Common Area P on the Plans of the Condominium.

(1) The principal purpose of this Restricted Common Area P is to serve as space for parking of motor vehicles, subject to the restrictions previously set forth in this Master Deed. The secondary purpose of this Restricted Common Area P is to serve as an area in which landscaping may be developed.

(2) The cost of maintaining Restricted Common Area P will be the exclusive responsibility of the Unit or Units holding the exclusive easement, in whole or in part.

(3) This exclusive easement in Restricted Common Area P may be transferred in whole or in part only to other Unit Owners of the Condominium and only as an interest appurtenant to the Unit, the allocation of the cost of maintenance to be set forth in any instrument transferring the exclusive easement to an existing Unit or Units.

(4) All decisions regarding the Restricted Common Area P will be made by a majority vote of the Unit(s) to which the easement is appurtenant.

(5) Notwithstanding any of the foregoing, the maintenance of the Restricted Common Area P must always be commensurate with the appearance of the exterior of the Building and subject to review and approval by the Trustees of the 43 Center Street Condominium Trust. In the event that Restricted Common Area P is not maintained as stated, the Trustees may, after notice to the owning Unit(s), have the necessary maintenance performed and assess the owning Unit(s) for costs of same, said costs to be treated and considered a portion of the common charges due from the owning Unit(s).

(6) In any manner not specifically dealt with above, Restricted Common Area P will be handled by the Units owning the exclusive easement just as Condominium Common Elements are handled by the Condominium and the Condominium Trust. The rules of calling meetings and keeping records will be the same as those of the Condominium Trust.

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