

MASTER DEED  
OF  
64 GOTHIC STREET CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS that GOTHIC STREET DEVELOPMENT PARTNERSHIP, a Massachusetts general partnership consisting of WILLIAM A. PARISIEN a/k/a DR. WILLIAM PARISIEN a/k/a WILLIAM PARISIEN, TOM MASTERS, EDWARD D. ETHEREOGE, NORTHAMPTON ARCHITECTURAL INVESTMENT CORPORATION, a Massachusetts corporation duly established by law, FREDERICK U. FIERST, KENNETH P. NEIMAN, and FHE NOMINEE TRUST, EDWARD D. ETHEREOGE, TRUSTEE, all as General Partners, being the sole owner of the land together with the buildings thereon, located at 64 Gothic 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 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 64 GOTHIC 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 (6) hereof.

"Condominium" shall mean the 64 GOTHIC STREET CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean 64 GOTHIC STREET CONDOMINIUM TRUST of even date to be recorded with the Registry of Deeds herewith and referred to in Paragraph (10) hereof, the names and addresses of the original and present Trustees of which Trust are as follows:

William A. Parisien, 78 Main Street, Northampton,  
Massachusetts 01060.

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Tom Masters, P.O. Box 100, Florence, Massachusetts 01060

Edward D. Etheredge, 64 Gothic Street, Northampton, Massachusetts 01060.

Northampton Architectural Investment Corporation, 78 Main Street, Northampton, Massachusetts 01060

Frederick U. Fierst, 151 Main Street, Northampton, Massachusetts 01060.

Kenneth P. Neiman, 151 Main Street, Northampton, Massachusetts 01060.

FHE Nominee Trust, Edward D. Etheredge, Trustee, 64 Gothic Street, Northampton, Massachusetts 01060.

"Grantor" shall mean William A. Parisien, Tom Masters, Edward D. Etheredge, Northampton Architectural Investment Corporation, Frederick U. Fierst, Kenneth P. Neiman and FHE Nominee Trust.

"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 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 64 Gothic Street, Northampton, Massachusetts and being more particularly bounded and described on Exhibit 1 annexed hereto and incorporated herein.

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(4) Description of Buildings. The buildings on the Land constitute two structures and are 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.
- (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 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 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) Units 101, 102, 103, 203, G1 and G2 have exclusive easements in Restricted Common Elements adjacent to or abutting those units as more specifically set forth and described herein and in Exhibit 3 hereto. Units 201, 202, 203 and 204 each have an exclusive easement to use one of the Restricted Common Elements storage closets (A,

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B, C and D) in the storage building, the exact storage closet to be assigned by the Trustees. The respective unit owners of said units have the right to exclusively utilize said easements, to construct therein and/or through any Common Element appurtenant thereto and to make any change therein or appurtenant thereto permitted by applicable building codes, provided that such changes remain consistent with the architectural integrity of the building(s). The ongoing maintenance costs of the Restricted Common Elements subject to the exclusive easements shall be borne by the owners of the unit to which the exclusive easement belongs. 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 (hereinafter 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 buildings at 64 Gothic 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, 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, excluding all utility lines and equipment contained within and servicing a single Unit;

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- (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, storage allocation, and parking.
- (D) The glass in windows of the Units are not Common Elements;
- (E) 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 overall beneficial interest 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, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust (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.

(2) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of each of the buildings constituting the Building, setting forth the Units within each of the buildings constituting the Building, and the Building comprising the Condominium, and depicting the Unit numbers, layout, location and dimensions, exclusive easements in Restricted Common Elements, main entrance and immediate Common Elements to which each

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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 scheduled 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 201 through 204 shall be used for residential purposes. Units G1 through G2 and 101 through 103 shall be used for commercial 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 provided, however, that any residential unit may be utilized by right for commercial purposes if (i) such residential unit is located above a commercial unit to which title is held by one or more of the same unit owners as the residential unit, and (ii) if said units are or can be connected in accord with paragraph 15(C) hereof, and (iii) if otherwise permitted by applicable zoning ordinances.
- (B) The following conditions and restrictions shall apply to the use and occupancy of the parking spaces:
  - (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 designated by the Board of Trustees.
  - (3) During normal business hours the customers of the commercial units may utilize the parking area for reasonable periods of time, as established and limited by the Board of Trustees.

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- (4) A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, to use any parking space which may be designated to said Unit Owner, but all parties using said parking space shall comply with the provisions relating to such use contained in this Master Deed and the Condominium Trust.
  - (5) 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 noncomplying 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 (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.
  - (4) The provisions of the within Paragraph (8) (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.
- (D) Notwithstanding the provisions contained in Paragraphs (8) and (9) hereof, the Grantor, or any successor to his interest in the Condominium, including but not limited to

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mortgagees and assignees but excluding those purchasing individual Units, hereby reserve(s) the right, until all of the Units have been sold by Grantor or such successor, to:

- (i) lease any Units owned by the Grantor;
- (ii) use any Units owned by the Grantor 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 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 (9) 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 (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 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.



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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.

(10) 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. See the Condominium Trust Article XII, Section 6 for a more detailed description. 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.

(11) 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, and (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;

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- (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.

(12) 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 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.

(13) 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.

(14) 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

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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.

(15) Right to Divide or Combine Units, Erect Partitions Around Stairways, etc.

- (A) By the terms of this Master Deed three units may be subdivided by right without having to obtain the consent of Unit Owners entitled to 67% or more of the Beneficial Interest in the Common Elements or of a majority of the Trustees of the Condominium Trust. The Units are 102, 103, and G1. Each of these Units when subdivided shall be designated as follows: 102A and 102B; 103A and 103B; G1A and G1B. The sum of the Beneficial Interests of the subdivided units shall equal the Beneficial Interest of the original unit. The Trustees are hereby directed to execute all amendments necessary to the above described subdivision. Subdivision of any other unit shall follow the procedure of Paragraph 17 below.
- (B) If at any time the title to any Units and/or exclusive easements in Restricted Common Elements 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 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 Elements 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 would not jeopardize the soundness or safety of the Building, in which event the Unit Owner would be required to 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.
- (C) If at any time the title to any Units and/or exclusive easements in Restricted Common Elements 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 Elements, without having to first obtain the consent for said construction from the Trustees; provided, however that

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the work would not jeopardize the soundness or safety of the Building; certification by a Registered Architect that the work would not jeopardize the building shall be conclusive to that effect. 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 Elements, and such structural modification and changes to said flooring as necessary for the construction, safety, and serviceability of the stairway.

- (D) Unit Owners performing any construction work under this Paragraph (15) 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; (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.

(16) 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:

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- (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 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

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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;

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- (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.

(17) Subdivision of Commercial Units. Subject to the prior right to subdivide of Units 102, 103 and G1 and 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 the creation of the new unit(s) by the unit deeds



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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.

(18) 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.

(19) 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.

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(20) 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.

(21) Assignment of Rights of Grantors. Grantors, by deed or by separate assignment, shall be entitled to assign any and all of their 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.

(22) 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 13<sup>th</sup> day of January, 1993. GOTHIC STREET DEVELOPMENT PARTNERSHIP, BY:

William Parisien, Partner  
William Parisien, Partner

Tom Masters, Partner  
Tom Masters, Partner

Edward D. Etheredge, Partner  
Edward D. Etheredge, Partner  
Northampton Architectural  
Investment Corporation, Partner

By: Edward L. Jendry, President  
Edward L. Jendry, President

Frederick U. Fierst, Partner  
Frederick U. Fierst, Partner

Kenneth P. Neiman, Partner  
Kenneth P. Neiman, Partner

FHE Nominee Trust, Partner

By: Edward D. Etheredge, Trustee  
Edward D. Etheredge, Trustee

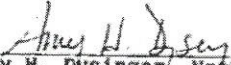
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HAMPSHIRE, SS.

COMMONWEALTH OF MASSACHUSETTS

January 13, 1993

Then personally appeared before me the above named William A. Parisien, Tom Masters, Edward D. Etheredge, Fraderick U. Fierst, Kenneth P. Neiman, Edward L. Jendry as President of Northampton Architectural Investment Corporation, and Edward D. Etheredge as Trustee of the FHE Nominee Trust, being all of the partners of Gothic Street Development Partnership and declared the foregoing instrument to be their free act and deed and the free act and deed of the Gothic Street Development Partnership.

  
Amy H. Dysinger, Notary Public  
My commission expires: 11/28/97

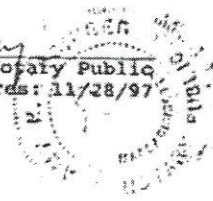


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EXHIBITSUBJECT

Exhibit 1	Land
Exhibit 2	Building
Exhibit 3	Units
Exhibit 3A	Beneficial Interests
Exhibit 4	Plans

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N. 78' 35' 28" E. along said land nor or formerly of John L. Sullivan Richards and Johanna F. Richards 132.81 feet to the point at the place of beginning; containing 1.114 acres of land.

Being the same premises shown and described as "AREA 1.114 AC." on a plan of land entitled "NORTHAMPTON MASS. TOPOGRAPHIC SURVEY FOR DANIEL O'CONNELL'S SONS, INC.", dated 21 Sept. 1978, revised 10/30/78, 11/21/78, 12/14/78, 3/20/79 and 5/21/81 prepared by Pharmer Engineering Corporation, and recorded in said Registry in Plan Book 117, Book 53.

SUBJECT TO the easement conveyed by said deed of Saint Michael's School Association of Northampton to Daniel O'Connell's Sons, Inc., dated May 15, 1981, recorded in said Registry in Book 2225, Page 213.

SUBJECT ALSO TO a Conservation and Recreation Easement on a portion of the premises granted to the Recreation Commission of the City of Northampton. See Plan recorded in Plan Book 174, Page 190 and Easement recorded in Hampshire County Registry of Deeds as Document No. 02065.

Meaning and intending to convey and hereby conveying all and the same premises conveyed by deed of Thomas D. Beaven to St. Michael's School Association of Northampton, dated January 4, 1894, recorded in said Registry in Book 464, Page 73, with the exception of that portion thereof conveyed by said deed of Saint Michael's School Association of Northampton to Daniel O'Connell's Sons, Inc., dated May 15, 1981, recorded in said Registry in Book 2225, Page 213.

BEING THE SAME PREMISES conveyed by foreclosure deed of United Co-operative Bank, Mortgagee, to Gothic Street Development Partnership dated March 29, 1991 and recorded in said Registry in Book 3780, Page 136. Also being the same premises conveyed to Carl R. Pagella by deed of St. Michael's School Association of Northampton recorded in said Registry at Book 2795, Page 80 and deed recorded at Book 3057, Page 146.

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EXHIBIT 2

The buildings on the land described in Exhibit 1 are two in number: the main building and the accessory storage building. The structures are wood frame on concrete foundations. The roof is shingled and pitched. The main building is three levels and contains 5 commercial units on the ground and first level and 4 residential units on the second level. The four stairwells are common elements. The accessory storage building is one story and is part of the common elements of the condominium and not part of the building containing the units.

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EXHIBIT 2

(See Exhibit 3A for Beneficial Interest)

RESIDENTIAL UNITS

<u>UNIT NUMBER</u>	<u>FLOOR LEVEL</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>NO. &amp; COMPOSITION OF ROOMS</u>	<u>RESTRICTED COMMON ELEMENTS EXCLUSIVE EASEMENTS</u>
201	2	1085	2 BR, B, LR/D, K	STOR
202	2	1085	2 BR, B, LR/D, K	STOR
203	2	1085	2 BR, B, LR/D, K	mech, A(B), STOR
204	2	1085	2 BR, B, LR/D, K	STOR

COMMERCIAL UNITS

<u>UNIT NUMBER</u>	<u>FLOOR LEVEL</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>NO. &amp; COMPOSITION OF ROOMS</u>	<u>RESTRICTED COMMON ELEMENTS EXCLUSIVE EASEMENTS</u>
101	1	2039	Com	A(C), mech
102	1	2823	Com	mech (A), mech (B)
103	1	2665	Com	A(A), mech
G1		6434	Com	--
G2		959	Com	--

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EXHIBIT 1 (Page 2)

LEGEND

Floor Levels

G is Ground Floor  
1st is First Floor  
2nd is Second Floor

Rooms

LR/D is Living Room/Dining Room  
BR is Bedroom  
K is Kitchen  
B is Bathroom  
Com is Commercial Space  
Mech is Utility Room  
A is Attic  
STOR is Storage Closet

Units 201 through 204 have immediate access to two interior stairways on the second floor, which lead to building exits at opposite sides of the building.

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: the plane of the lower surface of the ceiling joists.
- 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 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.



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EXHIBIT 3 (Page 3)

(iii) windows: the exterior surface of the glass and interior surface of the 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 indicated below.

There are nine (9) Units in the Condominium. (4 Residential, 5 Commercial).

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**EXHIBIT 2A**  
**BENEFICIAL INTERESTS**  
(In Percentages)

<b>UNIT NUMBER</b>	<b>OVERALL BENEFICIAL INTEREST</b>	<b>RESIDENTIAL BENEFICIAL INTEREST</b>	<b>COMMERCIAL BENEFICIAL INTEREST</b>
G1	22	0	30
G2	6	0	8
101	15	0	19
102	17	0	22
103	16	0	21
201	6	25	0
202	6	25	0
203	6	25	0
204	6	25	0
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

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EXHIBIT 4  
PLANS OF 64 GOTHIC STREET CONDOMINIUM  
64 Gothic Street  
Northampton, MA 01060

The plans listed below are the Site Plan, Schematic Floor Plans and the Unit Plans for the 64 Gothic 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>	<u>Page</u>
64 GOTHIC STREET NORTHAMPTON, MASSACHUSETTS 64 GOTHIC STREET CONDOMINIUMS (SITE PLAN)	<u>1/27/97</u>	<u>175</u>	<u>2</u>
64 GOTHIC STREET NORTHAMPTON, MASSACHUSETTS 64 GOTHIC STREET CONDOMINIUMS (LOWER FLOOR PLAN) (FIRST FLOOR PLAN)	<u>1/27/93</u>	<u>175</u>	<u>3</u>
64 GOTHIC STREET NORTHAMPTON, MASSACHUSETTS 64 GOTHIC STREET CONDOMINIUMS (STORAGE BUILDING) (SECOND FLOOR PLAN)	<u>1/27/93</u>	<u>175</u>	<u>4</u>
64 GOTHIC STREET NORTHAMPTON, MASSACHUSETTS 64 GOTHIC STREET CONDOMINIUMS (ATTIC A, ATTIC B, ATTIC C)	<u>1/27/93</u>	<u>175</u>	<u>5</u>

Hampshire ss. Jan 27 1993 at 12 o'clock and 56 minutes P.M., Rec'd ent'd and  
(MOUTH) (LEAVE)  
exam'd with Hampshire Reg. of Deeds, Book 4137 Page 126

Attest \_\_\_\_\_  
REGISTRAR