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**AMENDMENT TO THE MASTER DEED
OF THE 32 MASONIC STREET CONDOMINIUM**

This Amendment to the Master Deed of the 32 Masonic Street Condominium is executed this 19th day of January, 2017 by (a) unit owners entitled to sixty-seven percent (67%) or more of the beneficial interests in the Condominium Trust; and (b) a majority of the Condominium Trustees pursuant to the authority set forth under Paragraph 12 of the Condominium Master Deed dated December 31, 1986, and recorded with the Hampshire County Registry of Deeds at Book 2888, Page 1, as amended (the "Master Deed").

WHEREAS, secondhand tobacco smoke contains no less than 60 compounds of which are known or probable human carcinogens, and is itself classified as a "Class A" carcinogen by the United States Environmental Protection Agency;

WHEREAS, exposure to secondhand smoke substantially increases the risk in non-smokers of lung cancer, cardiovascular disease and other acute and chronic health conditions;

WHEREAS, secondhand smoke is known to drift through common walls and ventilation systems and contaminate air in common areas and individual units;

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

WHEREAS, a vote by the current unit owners of the Condominium on the language of this amendment was duly administered;

NOW THEREFORE, the Master Deed is hereby amended as follows:

I. A new Paragraph 9(F) is hereby added to the Master Deed and shall read as follows:

"(F) Prohibition of Smoking:

Effective immediately upon the recording of this amendment with the Hampshire County Registry of Deeds, there shall be no smoking anywhere inside any Condominium building including, but not limited to, individual Units, indoor exclusive use areas, and indoor common areas. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend or family member anywhere on the Condominium property.

Smoking shall be defined for the purpose of this provision as the inhaling, exhaling, breathing,

carrying or possession of any lighted cigarette, cigar, pipe, or other product containing any amount of tobacco, marijuana or other similar heated, smoldering or lit product. Smoking shall also include the use of e-cigarettes or vaping/vapor devices.

Any violation of this provision shall subject the Unit Owner to a fine in the amount determined by the Board, from time to time, with each day constituting a separate and independent offense. The Board shall also have the right to enjoin, abate or remedy any violation of this provision by appropriate legal proceeding, including seeking injunctive relief, and the expense of any such proceeding (including reasonable attorneys' fees) shall constitute a common charge against the unit. In addition, if the violation is being perpetrated by a tenant of the Unit, the Board shall have the right to request the removal of such tenant from the Unit in violation of this provision. In addition to any and all fines imposed hereunder, the failure to pay these amounts shall constitute a separate and independent fine which shall subject the Unit Owner and/or occupant to any and all damages hereunder, including late fees. All remedies hereunder shall be cumulative.

This provision shall apply to all persons including Unit Owners, occupants, residents, tenants, guests, invitees or visitors. Unit Owners and/or occupants, etc. shall be jointly and severally liable for any violation of this provision.

Notwithstanding the foregoing, the Board is not a guarantor of a smoke free environment at the Condominium. The Board shall have the right, but not the obligation, to enforce the restrictions set forth herein if the Board determines, in the Board's sole discretion, that it is appropriate to do so in any individual case or circumstance. If the Board determines, in its sole discretion and for any reason, not to pursue enforcement of the restrictions hereunder in any individual case or circumstance, any Unit Owner may bring his or her own separate action to enforce this restriction against any other Unit Owner who violates (or whose Unit occupant, agent, tenant, invitee, licensee, guest, friend or family member violates) this provision. If a Unit Owner who brings such action succeeds in establishing that the other Unit Owner (tenant, guest, etc.) has violated this restriction, the Unit Owner bringing the action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the violating Unit Owner.

In the event that any part of this provision shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such part shall not effect in any manner, the validity, enforceability or effect of the remainder of this provision."

II. In all other respects, the Master Deed of the 32 Masonic Street Condominium, as previously amended, is hereby ratified and affirmed.

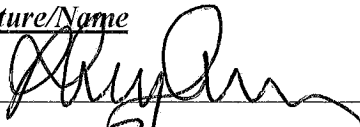

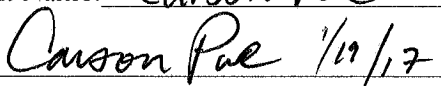
III. This amendment shall not amend, alter or otherwise affect the existing provisions of the Condominium documents prohibiting unit owners from causing nuisances. It is acknowledged hereby, that subsequent to the recording of this amendment, drifting secondhand smoke might rise to the level of constituting a nuisance.

[Signatures Appear on the Following Pages]

**AMENDMENT TO THE MASTER DEED OF THE
32 MASONIC STREET CONDOMINIUM**

SIGNATURES OF UNIT OWNERS ENTITLED TO NOT LESS THAN SIXTY-SEVEN
PERCENT (67%) OF THE BENEFICIAL INTERESTS IN THE CONDOMINIUM TRUST

Copy as Needed

<u>Signature/Name</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
	<u>5</u>	<u>5.833</u> %
Print Name: <u>Brock Leonard</u>		
		<u>57.499</u> %
Print Name: <u>Robin Freedmanfeld</u>		
_____	_____	_____ %
Print Name: <u>Carson Poe</u>		
	<u>47B</u>	<u>12.502</u> %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		

total
75.834

As of the date first written above, the undersigned, being a majority of the duly authorized Board of Trustees of the 32 Masonic Street Condominium Trust, hereby state that Unit Owners entitled to not less than sixty-seven percent (67%) of the total Beneficial Interest in the Condominium Trust have signed this amendment to the Master Deed and the undersigned do hereby, by their signatures, vote, certify and acknowledge the same.

EXECUTED as a sealed instrument this 19 day of January, 2016.

[Signature]
Patrick Leighton, Trustee

[Signature]
Graham Immerman, Trustee

[Signature]
Robin Friedenfeld, Trustee

[Signature]
Carson Poe, Trustee

[Signature]
DONALD L. GROSS, Trustee

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss: January, 2016

On this 19 day of January, 2016, before me, the undersigned notary public, personally appeared Patrick Leighton, proved to be through satisfactory evidence of identification, which was personally known, to be a person whose name appears on the preceding or attached document, and acknowledged to me that he/she signed the same voluntarily for its stated purpose, as a duly authorized Trustee of the 32 Masonic Street Condominium Trust.

[Signature]
Official signature and seal of Notary Public
My Commission Expires:

