



2014 00023622

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Recorded: 12/15/2014 01:43 PM

**Affected Premises:**

43 Center Street  
Northampton, MA

**SECOND AMENDMENT TO  
43 CENTER STREET CONDOMINIUM  
DECLARATION OF TRUST**

THE DECLARATION OF TRUST made as of the 14<sup>th</sup> day of February, 2001, by William R.S. Muller, declarant, recorded in the Hampshire County Registry of Deeds, Book 6125, Page 169 is hereby amended pursuant to Article VII, Amendments and Termination by a vote of at least 67% in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose, it was voted to amend:

Article V, Section 1 Powers and Duties of Trustees, of said Trust by adding the following paragraph P:

- P. To borrow money for the purpose of exercising the powers and duties specified by this Section 1 of Article V including by taking out loans on behalf of the 43 Center Street Condominium Trust. All such loans will be the obligation of the 43 Center Street Condominium Trust and not an obligation of the Trustees collectively or individually (except to the extent that a Trustee may be a Unit Owner). The transaction costs and principal amount of any loan shall be allocated among all Units in proportion to each Unit's undivided interest in the Common Areas, and each Unit shall be responsible for the principal and interest allotted to that Unit. With respect to each loan, the Trustees shall establish and make available to each Unit Owner a schedule showing the total amount of the loan (the "principal"); the portion of the principal allocated to each Unit; the loan repayment terms; and details of any Special Assessment to Unit Owners related to the loan.
- (1) All loans may be secured by a lien in favor of the lender against the future common area charges and/or special assessments of the 43 Center Street Condominium Trust.
- (2) The Trustee's authority to borrow money on behalf of the Trust is limited to a maximum outstanding loan principal in an amount equal to one year's budget of the 43 Center Street Condominium Trust. No additional loan shall be obtained if, at the time the loan is made, it would cause the outstanding principal of all loans to exceed that limitation.

EXECUTED as a sealed instrument as of this 15<sup>th</sup> day of December 2014.

ServiceNet, Inc. (Owner of Unit A)

By: Katie Marnecki  
Katie Marnecki

Gytheon LLC

By: Michael Malkovich

Stella Xanthakos or Michael Malkovich, Owner of Unit B

Denise E. Elliott

Denise E. Elliott, Co-Owner of Unit C

Karen W. Saakvitne

Karen W. Saakvitne, Co-Owner of Unit C

Northampton Friends (Owner of Units D and E)

By: Bruce Hawkins  
Bruce Hawkins

Lourdes M. Mattei

Lourdes M. Mattei, Owner of Unit F

Safe Passage, Inc. (Owner of Unit G)

By: Marianne Winters  
Marianne Winters

Carolyn Hicks

Carolyn Hicks, Co-Owner of Units H-a, H-b, and H-c

Frank Marotta

Frank Marotta, Co-Owner of Units H-a, H-b, and H-c

Evelyn Pye, Owner of Units I-a, I-b, and I-c

Claire L. Bateman

Claire L. Bateman, as Trustee of Claire L. Bateman 1991 Trust, owner of Units K, Q, N, and S

Andrea Leskes

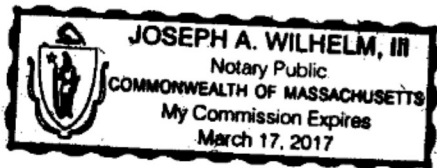
Andrea Leskes, Owner of Unit R.

COMMONWEALTH OF MASSACHUSETTS

Hampshire :ss

On this 15<sup>th</sup> day of December 2014, before me, the undersigned notary public, personally appeared **CLAIRE L. BATEMAN**, proved to me through satisfactory evidence of identification, which were MY PERSONAL KNOWLEDGE to be the person whose name are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Trustee of the Claire L. Bateman 1991 Trust

SEAL



*Joseph A. Wilhelm III*  
Joseph A. Wilhelm III

Notary Public  
Comm. Exp: 03-17-17