



FOURTH AMENDMENT TO THE MASTER DEED
of the 32 Masonic Street Condominium
and Grant of Exclusive Easement

This Fourth Amendment to the Master Deed of the 32 Masonic Street Condominium (hereinafter the "Condominium") is executed this 11 day of March 2022, by unit owners entitled to sixty-seven percent (67%) or more of the beneficial interests in the Condominium Trust, a majority of the Condominium Trustees, and both unit owners of the units altered by this Amendment, pursuant to the authority and obligations set forth under Paragraph 12, Paragraph 15, and Paragraph 16 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 (hereinafter "Master Deed").

Theresa M. Perrone and Carson Poe are the owners of Unit 4, 32 Masonic Street Condominium, 32 Masonic Street, Northampton, Massachusetts, by deed dated April 1, 2010 and recorded in said Registry at Book 10137, Page 206, holding a 6.251% Overall Beneficial Interest in the Common Areas of the Condominium and a 13.637% Residential Beneficial Interest in the Common Areas of the Condominium; and

Theresa Perrone and Carson Poe are the owners of Unit 8, 32 Masonic Street Condominium, 32 Masonic Street, Northampton, Massachusetts, by deed dated December 5, 2014 and recorded in said Registry at Book 11823, Page 182, holding a 6.251% Overall Beneficial Interest in the Common Areas of the Condominium and a 13.637% Residential Beneficial Interest in the Common Areas of the Condominium; and

Theresa Perrone and Carson Poe have combined Units 4 and 8 into Unit 4A which combines the two former units and revises the interior layout of both units into new Unit 4A, as shown on the accompanying Exhibit 3 (two pages). No square footage has been added or subtracted.

Unit 4 and Unit 8 abut each other with Unit 4 directly below Unit 8 and Unit 8 directly above Unit 4.

The following provisions of the Master Deed, as previously amended, are hereby amended as follows:

- A. Paragraph 7 of the Master Deed shall be amended to add: "The floor plans of Unit 4A are shown on the Attached Exhibit 3."
- B. The first line of Paragraph 8 (A) shall be amended to read: "Units 1 through 7 shall be used for residential purposes."
- C. Paragraph 8 (C)(2) shall be amended to add the following sentence: "One parking space is designated to each of the Units 1, 2, 3, 5, 6 and 7; two parking spaces are designated for Unit 4A."

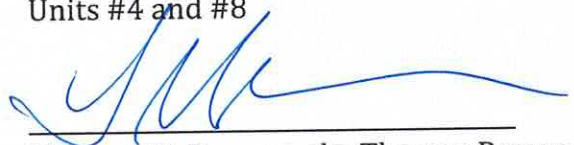
- D. Exhibit 2 shall be amended to state: "There are seven residential units on the top two floors" instead of "There are eight residential units on the top two floors."
- E. Exhibit 3 of the Master Deed and the Amended Exhibit 3 to the Master Deed (see Amendment to Master Deed of 32 Masonic Street Condominium recorded in said Registry at Book 2943, Page 40) is hereby revised to delete references to Unit 4 and Unit 8 as separate units and instead substitute the "Further Amended Exhibit 3 to Master Deed of 32 Masonic Street Condominium" attached hereto.
- F. Exhibit 3A of the Master Deed and the Amended Exhibit 3A to the Master Deed (see Amendment to Master Deed of 32 Masonic Street Condominium recorded in said Registry at Book 2943, Page 40) is hereby revised to delete references to Unit 4 and Unit 8 as separate units and instead substitute the "Further Amended Exhibit 3A to Master Deed of 32 Masonic Street Condominium" attached hereto.
- G. The Master Plans for the 32 Masonic Street Condominium are hereby amended by substituting the Plans attached hereto for the individual plans for Unit 4 and Unit 8.

In all other respects, the Master Deed, as amended, is hereby ratified and affirmed. Theresa M. Perrone and Carson Poe are signing both as unit owners entitled to Sixty-seven (67%) percent or more of the beneficial interests in the Condominium and as the unit owners affected by the Amendment.

Executed this 11 day of March, 2022.

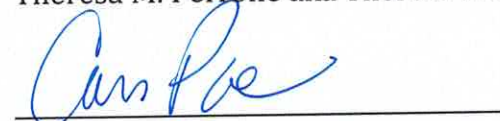
Units #4 and #8

By:



Theresa M. Perrone aka Theresa Perrone

By:



Carson Poe

Unit # 4A

By:



Ruth Oland-Stuckey

Unit # 1

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS.

March 11 2022

Then personally appeared before me the above-named Theresa Perrone and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary



Lynn A. Black

Notary Public

My Commission expires: 8/22/25

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS.

March 11 2022

Then personally appeared before me the above-named Carson Poe and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary



Lynn A. Black

Notary Public

My Commission expires: 8/22/25

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS.

March 11 2022

Then personally appeared before me the above-named Ruth Oland-Stuckey and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary



Lynn A. Black

Notary Public

My Commission expires: 8/22/25

A majority of the Condominium Trustees executing said Amendment as follows:

32 Masonic Street Condominium Trust

By: *Ruth Oland-Stuckey*
Ruth Oland-Stuckey, Trustee

By: *David Stuckey*
David Stuckey, Trustee

By: *H. Walz*
Henry Walz, Trustee

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS. March 11 2022

Then personally appeared before me the above-named Ruth Oland-Stuckey and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary



Lynn A. Black
Notary Public
My Commission expires: 8/22/25

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS. March 11 2022

Then personally appeared before me the above-named David Stuckey and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary



Lynn A. Black
Notary Public
My Commission expires: 8/22/25

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, SS.

March 11, 2022

Then personally appeared before me the above-named Henry Walz and acknowledged the truth and accuracy of the foregoing statements to the best of her knowledge and belief, before me.

On this 11 day of March, 2022, before me, the undersigned notary

Lynn A. Black

Notary Public

My Commission expires: 8/22/25



**AMENDED EXHIBIT 3 TO MASTER DEED
of 32 Masonic Street Condominium
(see Exhibit 3A for Beneficial Interests)**

<u>Unit Number</u>	<u>Floor Level</u>	<u>Approx. Area in Square Feet</u>	<u>Number and Composition of Rooms</u>
1	2nd	669	Four Rooms: B, K, BR and LR/DR
2	2nd	598	Four Rooms: B, K, BR and LR/DR
3	2nd	633	Four Rooms: B, K, BR and LR/DR
4A	2nd & 3rd	1,489	Seven Rooms: 2 B, K, 2 BR, LR/DR, Work Area Room
5	3rd	669	Four Rooms: B, K, BR and LR/DR
6	3rd	669	Four Rooms: B, K, BR and LR/DR
7	3rd	669	Four Rooms: B, K, BR and LR/DR
A	1st, newer building		all commercial space
B	cellar, 1st floor	C: 829 1: 977.4	all commercial space
C	cellar, 1st floor	C: 447.77 1: 1,099.2	all commercial space
D	cellar, 1st floor	C: 698.23 1: 990	all commercial space
E	cellar	C: 1,046	all commercial space

LEGEND

Floor Level:

C = Cellar

1st = First Floor

2nd = Second Floor

3rd = Third Floor

Rooms:

LR/D = Living Room/Dining Room

BR = Bedroom

K = Kitchen

B = Bathroom

Units 1, 2, 3, 5, 6, and 7 each have immediate access to a common hallway on their respective floors, which hallway leads to a common interior stairs on the westerly end of the main building and to a common fire escape on the northerly side of the building. Unit 4A has two means of immediate access to a common hallway on the 2nd floor and 3rd floor, which hallway leads to a common interior stairs on the westerly end of the main building and to a common fire escape on the northerly side of the building.

Unit A has access to the common area by means of a front and a rear door.

Unit B has access to the common area by means of a rear door and a door on the southerly side of the building.

Units C and D have access to the common area by means of an exit in the southerly side of the building and to the front exit.

Unit E has access to the cellar stairs.

All as shown on the floor plans filed previously and made a part hereof and listed on Exhibit 4.

BOUNDARIES

The boundaries of the Units 1 through 7, including unit 4A, and A through E with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

- A. Floors: plane of the upper surface of the concrete slab in the basement level areas and the plane of the upper floor joists in all other floors.
- B. Ceilings: the plane of the lower surface of the ceiling studs.
- C. Perimeter Walls: the plane of the surface facing such unit of the walls' studs or the plane of the surface facing such Unit of the masonry where masonry is the finish material.
- D. Exterior Building Walls, Doors and Windows:
 - (i) Walls: the plane of the surface facing such unit of the wall studs.
 - (ii) Doors: the exterior surface of the doors utilized to provide ingress to and egress from each unit.
 - (iii) Windows: the interior surface of the glass and window frames.

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

There are twelve (12) units in the condominium.

Exclusive Easements (said easements are with release covenants):

Unit A has the right to wholly or partly remove the newer building and replace it, using the north wall of the main building as a party wall, incorporating hallways, etc., all as described in Paragraph 8(B)(1) and the right to incorporate the adjacent lot, as described in Paragraph 8(B)(2).

Unit C has the exclusive use of the area running 7'1" wide and 57' 8.5" in length along the southerly side of the main building and shown on the Plan, including the right to enclose said area by slope glazing or glass enclosure. It also has the exclusive parking easement on the westerly side of the building in an area 20' by 27' shown on the Plan.

Unit 4A has an exclusive easement by means of a stairway through the common area between the floor of former Unit 4 and ceiling of former Unit 8. Theresa M. Perrone and Carson Poe as owners of new Unit 4A shall maintain, repair, service and replace the connecting stairway between old Unit 4 and old Unit 8 and the stairway structure and enclosure and any appurtenances at their sole cost, risk and expense as well as the expense of any maintenance, repair or replacement of the remaining floor of old Unit 8 and ceiling of old Unit 4 (now Unit 4A) arising from the installation of the stairway between old Units 4 and 8 and its enclosure including any new fire rating and fire protection devices as required by any building fire or safety laws and/or by the Condominium Master Policy insurer. The unit owner of Unit 4A will pay as a special charge any increase in the Master Insurance Casualty Insurance Policy resulting from the installation of new stairway and stairway enclosure between the old Unit 4 and Unit 8. The undersigned Trustees hereby certify that consent to the granting of the exclusive easement described above has been given from all owners and first mortgagees of Units 4 and 8 and 51% of mortgagees holding first mortgages on units in the Condominium who have given the Trust a request for notification under M.G.L. Chapter 183A Section 4(5). This easement shall become effective pursuant to M.G.L. Chapter 183A Section 5 (2)(ii) 30 days after the recording of this Amendment and grant of exclusive easement.

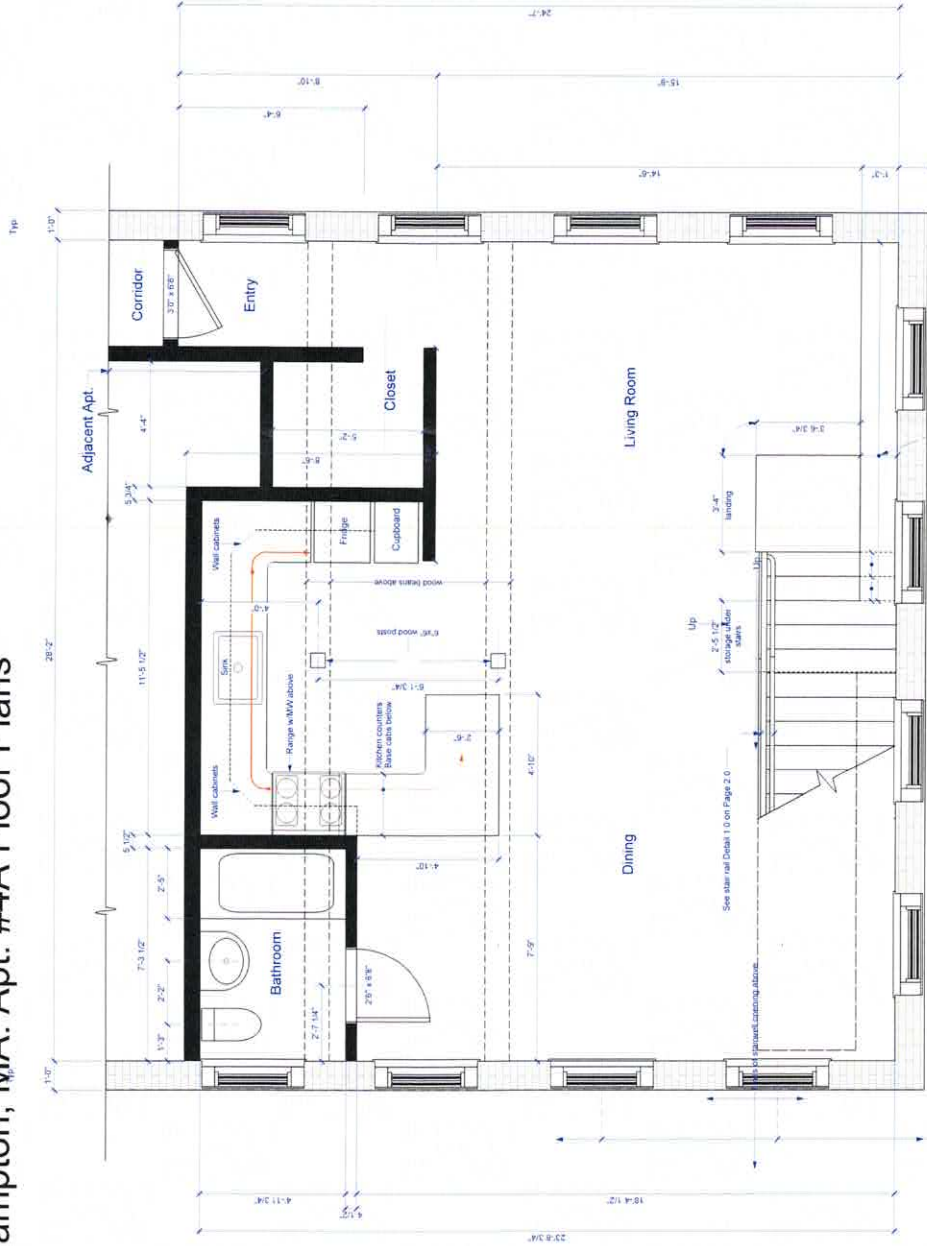
**AMENDED EXHIBIT 3A TO MASTER DEED
OF 32 MASONIC STREET CONDOMINIUM**

<u>Unit</u>	<u>Overall Beneficial Interest</u>	<u>Main Bldg Beneficial Interest</u>	<u>Newer Bldg Beneficial Interest</u>	<u>Residential Beneficial Interest</u>	<u>Commercial Beneficial Interest</u>
1	5.834	7.000	0	12.727	0
2	5.416	6.500	0	11.818	0
3	5.416	6.500	0	11.818	0
4A	12.502	15.000	0	27.274	0
5	5.833	7.000	0	12.727	0
6	5.416	6.500	0	11.818	0
7	5.416	6.500	0	11.818	0
A	17.501	0	100.00	0	32.308
B	6.250	7.500	0	0	11.538
C	14.583	17.500	0	0	26.923
D	8.333	10.000	0	0	15.385
E	<u>7.500</u>	<u>10.000</u>	<u>0</u>	<u>0</u>	<u>13.846</u>
	100.00	100.00	100.00	100.00	100.00

32 Masonic Sreet, Northampton, MA: Apt. #4A Floor Plans

General Notes:

1. Exterior brick walls are nominally 12" thick
2. Exterior brick wall interior surfaces vary, therefore dimensions from brick walls may vary from 1/4" - 3/4"
3. Interior wall thicknesses that could not be measured at door openings and, therefore, are not accessible, have been extrapolated from dimensions of walls of adjacent rooms and may vary depending upon location, from 1/4" - 3/4"

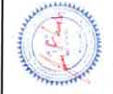


3rd tier shelving - top at window sill ht.
 1st tier shelving - top at window sill ht.
 2nd tread is flush with 2nd shelf from top
 3rd tread is flush with top shelf

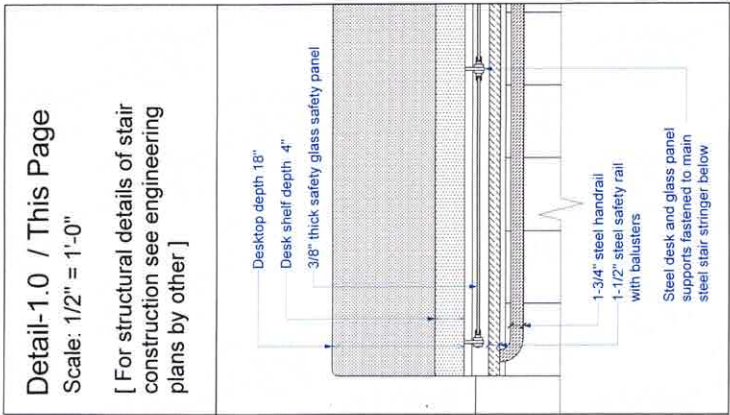
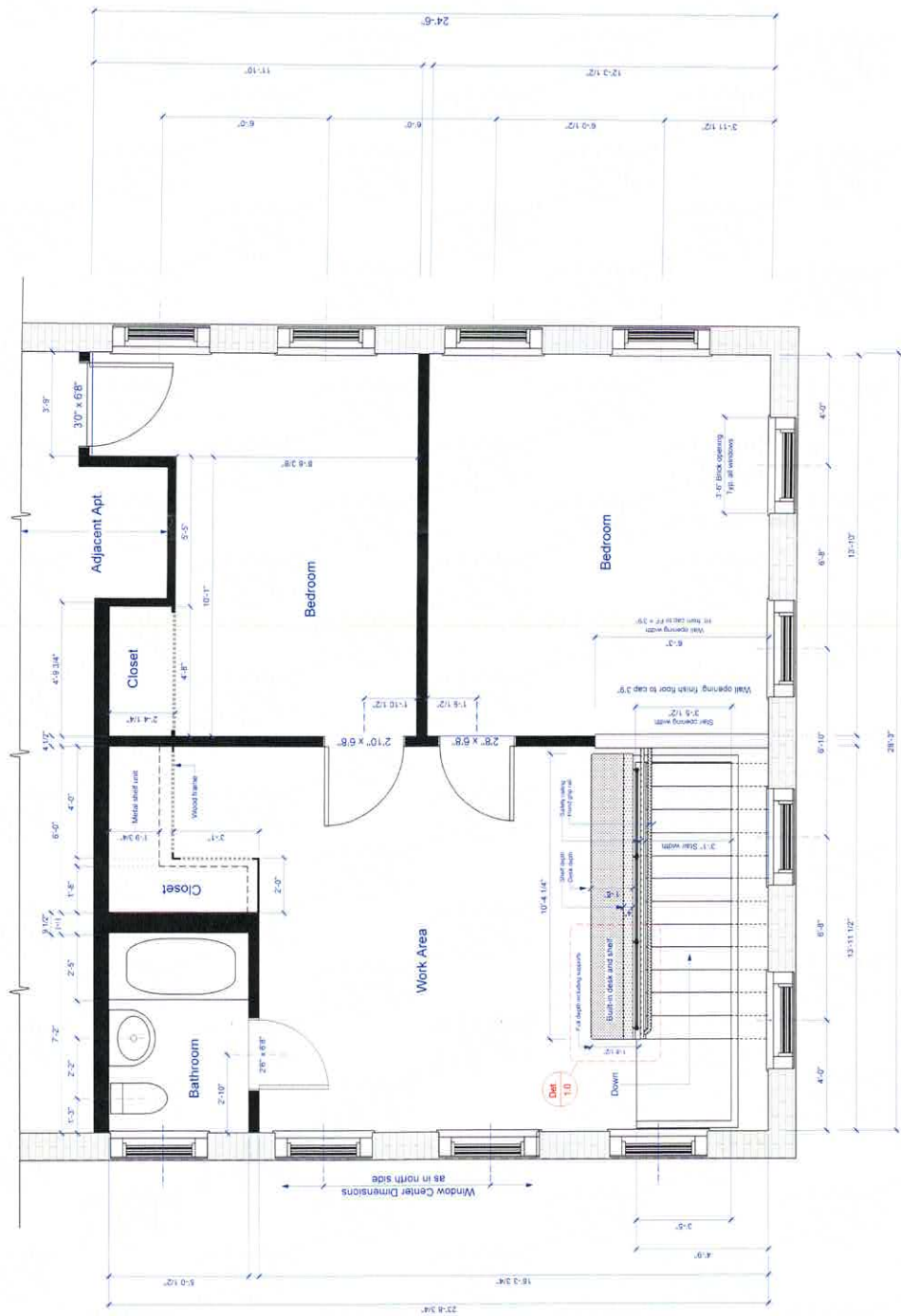
See Page 2.0 for all window centers

See stair rail Detail 1.0 on Page 2.0

See Page 2.0 for all window centers



32 Masonic Street, Northampton, MA: Apt. #4A Floor Plans



Detail-1.0 / This Page
 Scale: 1/2" = 1'-0"
 [For structural details of stair construction see engineering plans by other]

 <p>GREENLINE Construction Services 84 North Street Shelburne Falls MA 413-522-9725</p>	<p>Theresa M. Perrone and Carson Poe 32 Masonic Street, Northampton, MA 32 Masonic Street, Condominium, Unit 4A</p>	<p>Floor Plan, Second Floor Formerly Unit 8 As-Built</p>	<p>The 2nd Floor Plan Scale 1/2" = 1' 0" Date 12/17/2021 © Greenline C S</p>
---	--	---	---

ATTEST: HAMPSHIRE, *Mary Olberding*, REGISTER
 MARY OLBERDING