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HAMPSHIRE COUNTY
REGISTRY OF DEEDS

64 GOTHIC STREET CONDOMINIUM
DECLARATION OF TRUST

THIS DECLARATION OF TRUST made as of the 13th day of January, 1993 by William A. Parisien, Tom Masters, Edward D. Etheredge, Northampton Architectural Investment Corporation, Frederick U. Fierst, Kenneth P. Neiman and FHE Nominee Trust, of Northampton, Massachusetts (hereinafter called the "Trustees").

W I T N E S S E T H:

ARTICLE I
NAME OF TRUST

The Trust hereby created shall be known as "64 Gothic Street Condominium Trust" and under that name shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II
THE TRUST AND ITS PURPOSE

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of the 64 Gothic Street Condominium (hereinafter called the "Condominium"), established by a Master Deed (the "Master Deed") of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the

Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, IN TRUST to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1 hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III
THE TRUSTEES

Section 1. There shall be a Board of Trustees hereunder consisting initially of William A. Parisien, Tom Masters, Edward D. Etheredge, Northampton Architectural Investment Corporation, Frederick U. Fierst, Kenneth P. Neiman and FHE Nominee Trust to serve for a term which shall expire at the annual meeting of Unit Owners in 1995 unless such term shall expire earlier, as hereinafter provided.

At the annual meeting of the Unit Owners in 1995 or 120 days after 75% of the beneficial interest of the Condominium have been conveyed to Unit Owners, whichever is earlier, the term of said Trustees then serving shall expire, and five (5) Trustees shall be elected as follows: Two (2) shall be elected by the majority in beneficial interest of the commercial units, one for a term of one (1) year and one for a term of two (2) years; two (2) shall be elected by the majority in beneficial interest of the residential units one for a term of one (1) year and one for a term of two (2) years; and one shall be elected by a majority in beneficial interest of the whole condominium for a two (2) year term.

At all meetings of Unit Owners, the Trustees shall be entitled to the same voting rights as any other Unit Owners, as to Units owned by the Trustees.

Each vacancy in the office of a Trustee shall be filled at the next annual meeting if such be held within thirty (30) days, or by an instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed: (i) by Unit Owners entitled to more than fifty percent (50%) of the beneficial interest of the appropriate category, i.e. commercial or residential, or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if there be only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become

effective upon the recording with Hampshire County Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies, may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

Any foregoing provisions of this Section to the contrary notwithstanding, the remaining or surviving Trustees subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in Paragraph A of Section 6 of Article V. The Trustees may also act without a meeting by an instrument signed by a sufficient number of Trustees to constitute a quorum as provided in Article V, Section 6, Paragraph A.

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledgement in the manner required in Massachusetts for the acknowledged of deeds, and such resignation shall take effect upon the recording of such instrument with said

Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustee, a Trustee may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than fifty percent (50%) of the beneficial interest that was eligible to vote for the election of such Trustee, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. If the Trustees at a meeting or the Unit Owners at an annual meeting so vote, the association of owners shall have fidelity coverage against dishonest acts on the part of directors, managers (and officers, employees and agents of a manager), trustees, employees or volunteers responsible for handling funds belonging to or administered by the condominium trust. If obtained, the fidelity bond or insurance shall name the condominium trust as the named insured and shall be written in an amount not less than the estimated maximum of funds including reserve funds in the custody of the Trustees or manager, as the case may be, at any given time during the term of each bond, and sufficient to provide protection which is in no event less than the greater of three months aggregate assessments on all units or one and one-half times the insured's estimated annual operating expenses, and also all reserves.

In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Fidelity bonds required herein must meet the following requirements:

- (1) Fidelity bonds shall name the Trust as an obligee;
- (2) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;
- (3) The premiums on all bonds required herein for the Trust (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Trust as a common expense;
- (4) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of a premium) without at least ten (10) days prior written notice to the Trust and to the Trustees as Insurance Trustees and each mortgagee. If neither the Trustees nor the Unit Owners vote to obtain such fidelity bonds, then each Trustee, upon accepting that position will sign a notarized personal bond in substantially the following language:

"I acknowledge that I am accepting a position of responsibility with the 64 Gothic Street Condominium Trust and I hereby bind myself, my heirs and executors to repay to the 64 Gothic Street Condominium Trust and/or the Unit Owners for

any loss caused to them or any of them as a result of my dishonesty."

Section 5. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 6. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall disclose to the other Trustees the nature of his

interest before the dealing, contract, or arrangement is entered into.

Section 7. The Trustees and each of them shall be entitled to indemnification out of the trust property and by the Unit Owners against any liability incurred by the Trustees, or any of them for, including, without limitation, liabilities in contract, in tort and for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

Section 8. The Trustee shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer and Secretary, who shall have such duties as are determined by the Trustees.

Section 9. The compensation of the Trustees shall be determined at each annual meeting of Unit Owners, except for the original Trustees, who agree to serve without compensation until the annual meeting in 1995.

ARTICLE IV
BENEFICIARIES AND THE BENEFICIAL INTEREST IN TRUST

Section 1. The beneficiaries shall be the Unit Owners of the Condominium. The beneficial interest of the Trust hereunder shall be divided among the Unit Owners in the percentage of overall beneficial interest pertaining to the Units of the Condominium, all as set forth in Exhibit 3A of the Master Deed, incorporated herein by reference with the same force and effect as though fully set

forth in the body of this instrument. The beneficiaries or Unit Owners shall collectively be known as the Owners Association.

Section 2. The overall 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 of said Units 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 Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, 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 Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. The Trustees may establish the form for such proxy which form is to be set forth in the Rules and Regulations provided for herein. The Board of Trustees shall determine the validity of any proxy. Such determination to be final. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the name of two

or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

ARTICLE V
BY-LAWS

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 1: Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements, except the exclusive easements, which shall be the responsibility of the owner(s) of the Unit to which the exclusive easement is appurtenant.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.

- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the condominium, including the units, pursuant to the provisions hereof.
- (j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.
- (k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the

Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

- (l) Purchase or lease a Unit for use by a resident manager.
- (m) Grant or relocate permits, easements (except exclusive easements set forth in the Master Deed and unit deeds) and licenses on, over, through and under the Common Elements.
- (n) Enter into management contracts for the management of the Common Elements.
- (o) To use in the name of the Trust, to compromise, and to release any claims of the Trust.

Section 2: Common Expenses, Profit and Funds.

A. Commencing with the date of recording of his Unit Deed, each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of overall beneficial interest in the Common Elements as set forth in Exhibit 3A of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall set aside common funds of the Condominium as reserve or contingent funds maintained out of regular assessments for common expenses, and may

use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Section 3, for periodic maintenance, repair, replacement, rebuilding or restoration of the Common Elements, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

Additionally, a working capital fund called the Common Charge Reserve Fund shall be established for the initial months of the project operation equal to at least three months' estimated common areas charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trustees as agents for the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Trustee will have cash available to met unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Unit Owner is entitled to the return of the amount of the Common Charge Reserve originally deposited at the time of purchase on the date of the sale of the unit.

B.1. Budget. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provisions for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth (1/12) of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expense actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees shall assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The Board of Trustees may assess a late charge of one (1%) percent per month for each late payment or part thereof if the amount due

is not paid by the tenth (10th) day of each month for each month that the amount due remains unpaid. The amounts due hereunder, together with the late charges shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

2. In preparing the budget the Trustees will separately calculate the items relevant to the beneficial interests of each Unit (as described in Article XII, Section 6) and present to each Units its composite assessment.

C. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

D. In the event of default by any Unit Owner in paying to the Condominium trust the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay the above-described late charges, together with all expenses, including attorney's fees, incurred by the Board of Trustees in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien to the extent provided by law. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with late charges, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by the foreclosure of the lien on such Unit as provided by law.

Section 3. Insurance.

The Trustees shall review insurance coverage at least annually in order to ascertain the adequacy of such coverage.

The Trustees shall determine the size of any deductible and shall determine the responsibility for funding the deductible in a fair and equitable manner as to each loss.

The Trustee shall obtain and maintain to the extent obtainable and permitted by applicable law, a multi-peril all-risk policy, including fire and extended coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use, insuring the Condominium. Such insurance policy to include, without limitation, common areas and facilities, all of the units with all exclusive easements in Restricted Common Elements, fixtures, additions, alterations and improvements thereof, but not including any business fixtures, equipment, stock, inventory, furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners or their tenants, in an amount not less than one hundred (100%) percent of the insurable value thereof (based upon replacement cost) as determined by the Trustees at least annually. Such insurance to name the Trustees as Insurance Trustees for use and benefit of all Unit Owners, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws.

Such policy shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in

the area in which the Condominium is located, which shall be endorsed to provide that any proceeds shall be paid to the Trustees for the use and benefit of mortgagees as their interests may appear.

Agreed amount, inflation guard and construction code endorsements are required, if available.

Policies for such casualty insurance shall provide: (i) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of Trustees of the Trust) when such act or neglect is not within the control of the Trustees and the Trust (or Unit Owners collectively) or by failure of the Trustees and the Trust (or the Unit Owners collectively) to comply with any warranty or conditions with regard to any portion of the premises over which the Trustees and the Trust (or the Unit Owners collectively) have no control; (ii) that such policies may not be cancelled or reduced without at least thirty (30) days prior written notice to the Insurance Trustees, all Unit Owners, and the first mortgagees of the Units; (iii) that the insurer will not be entitled to contribution as against any insurance obtained by individual Unit Owners covering their own Units; (iv) that the insurer shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage; (v) that, notwithstanding any provisions hereof which give the insurer the right to elect to restore damages in lieu of making a cash settlement, such election may not be

exercisable if in conflict with the terms of said Chapter 183A, the Trust, or these By-Laws; and (vi) for waivers of any defense based upon the conduct of any insured and (vii) fair recognition of any Insurance Trust Agreement.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the Owners of each Unit.

Each Unit Owner shall have the duty to promptly report to the Trustees any improvements made by the Unit Owner to his Unit so that the Trustees may obtain necessary additional insurance coverage as required by the By-Laws, and the Unit Owner shall pay the cost of additional insurance, if any, resulting from said improvements. If in the event of a casualty loss, the cost of repair and restoration of the Condominium exceeds the available insurance proceeds and such excess is the result of a lack of insurance coverage caused by the failure of a Unit Owner to notify the Trustees of improvements made by him to his Unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the Unit Owner for failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a Unit Owner failing to report improvements as aforesaid shall be determined by the Trustees.

The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply, and

disburse the same in accordance with applicable provisions of this Article.

With respect to losses which affect portions or elements covered by such insurance of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

The Trustees shall obtain and maintain a comprehensive policy of public liability insurance in such limits as the Trustees may, from time to time determine, but at least in the amount of \$1,000,000.00 per occurrence for personal injury and/or property damage covering the Trust, each Trustee, the managing agent, the manager and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Condominium not reserved for exclusive use by the Owner or Owners of a single Unit, such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners. Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of law suits related to employment contracts of the Association.

The scope of coverage shall include all other coverage in the kinds and amounts required by private institutional mortgage

investors for projects similar in construction, location and use. Such policies must provide that they may not be substantially modified or cancelled by any party without at least thirty (30) days prior written notice to the Association and to each first mortgagee listed as such in the insurance policy.

The Trustees shall also obtain and maintain, workman's compensation and employees' liability insurance policies with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager, and any other risks as the Trustees in their discretion deem appropriate, and which insurance policies shall contain provisions as set forth above with respect to noncancellation, waiver of subrogation, waiver or defense based on the conduct of any insured, and non-contribution.

The cost of all insurance obtained and maintained by the Trustees pursuant to provisions of this Section shall be a common expense.

Section 4. Rebuilding and Restoration; Improvements; Condemnation.

A. Subject to the provisions of Article XII Section 3, in the event of any casualty loss to the trust property and subject to the additional rights of the Residential Units set forth in M.G.L. Chapter 183A, Section 17, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds twenty-five percent (25%) of the pre-loss value of the Condominium, and shall notify all Unit Owners of such determination. If such loss does not exceed twenty-five percent (25%) of pre-loss value, the Trustees shall proceed, without notice to the Unit Owners, with the

necessary repairs, rebuilding or restoration. If said casualty loss exceeds twenty-five percent (25%) of the pre-loss value of the Condominium, notice to that effect shall be given to all unit owners; and

(a) If seventy-five percent (75%) in interest of the Unit Owners give notice of their objection within one hundred twenty (120) days after the date of the casualty, or sixty (60) days after notice, whichever first occurs, to proceeding with repair or restoration, the Condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If seventy-five (75%) percent in interest of the Unit Owners do not object to proceeding with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however that if such excess cost exceeds twenty-five percent (25%) of the value of the Condominium prior to the casualty, any Unit Owner who did so object may apply to the Superior Court of the County in which the Condominium is located on such notice to the Trust as the Court

shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

C. The Trustees as agents for the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Trustee as attorney-in-fact for such purposes.

D. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award of proceeds of settlement shall be payable to the Trustees for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

Section 5. Restrictions on Use of the Building and Units:
Rules and Regulations

The Board of Trustees has adopted the Rules and Regulations and Restrictions on Use set forth in Schedules A and B annexed hereto and made a part of this Trust as Section 13 of these By-Laws. Said Rules and Regulations and Restrictions on Use govern the details of the operation and use of the Common Elements, and contain such restrictions and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed. The purpose of such Rules and Regulations and Restrictions is to prevent unreasonable interference with the use of the Units and the Common Elements. By vote of a majority in number of the Board of Trustees, the Board of

Trustees may at any time amend, modify and rescind the Rules and Regulations, provided, however, that no rule which impacts exclusively upon the commercial units shall be adopted or changed without the concurrence of the Trustees elected by the Commercial Units and provided that no rule which impacts exclusively upon the Residential Units shall be adopted or changed without the concurrence of the Trustees elected by the Residential Units.

Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer and Secretary as hereinbefore provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least five days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 1995, there shall be an annual meeting of the Unit Owners on the first Monday of June in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least ten (10) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit

Owners upon written request of Unit Owners of more than thirty-three percent (33%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary and appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty percent (50%) of the beneficial interest hereunder.

Section 7. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his Unit in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least ten (10) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the

specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Current copies of this Trust, By-laws, and rules and regulations for the Condominium shall be made available and all books, accounts, records and financial statements of the Trustees shall be open to inspection by any of the Trustees, Unit Owners lenders and holders, insurers or guarantors of any first mortgage at all reasonable times during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail, within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto. Any holder, insurer or guarantor of a first mortgage shall be entitled, free of charge, upon written request, to a financial statement for the immediately preceding fiscal year furnished within a reasonable time following such request.

Section 9. Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or

persons (who may be one of the Trustees) to whom such power may at any time, or from time to time, be designated by not less than a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription "64 Gothic Street Condominium Trust", but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units, together with areas of exclusive easements in Restricted Common Elements appurtenant to the particular Unit. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit or the exclusive easement in the Restricted Common Elements is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any easement in Restricted Common Elements, fixture, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work

shall not have been commenced within fifteen (15) days of such request (or such reasonably shorter period in case of emergency, as the Trustees shall determine) and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and/or exclusive easement in Restricted Common Elements and to have the work performed for the account of such Unit Owner whose Unit is in need of work. The cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages or record, to the extent required by law.

Section 13. Rules and Regulations/Restrictions on Use.

As provided in Section 5 of these By-Laws, the Trustees may promulgate and from time to time amend

(a) Rules and Regulations: Common Elements (Schedule A to Condominium Trust), and

(b) Restrictions On the Use of the Units (Schedule B to Condominium Trust).

Said Rules and Regulations as they now appear are incorporated as Section 13 of these By-Laws and attached to the Condominium Trust as Schedules A and B, the original Schedules to be recorded with this Trust.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THIRD PARTIES
DEALING WITH THE TRUSTEES; LIMITATION OF LIABILITY

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as

to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was the trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions of powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustee, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustee nor the beneficiaries, present or future, shall be personally liable therefor. Provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Article III Section 7 hereof or under the provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with the Hampshire County Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third parties, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the trust of the statements made

in such certificate and of the existence of the facts therein set forth.

ARTICLE VII
AMENDMENTS AND TERMINATION

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to more than fifty percent (50%) of the beneficial interest hereunder which shall include more than half of the Commercial Unit interest and at least half of the Residential Unit interest, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. Provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Grantor prior to the date on which the Grantor ceases to be entitled to twenty percent (20%) of the overall beneficial interest hereunder; (b) which changes the percentage of the beneficial interest of any Unit Owner, or in any manner or to any extent whatsoever modifies or affects the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed, other than by consent of all the Unit Owners; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of any requirements of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording in the

Hampshire County Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners.

Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites of the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. In acting under this Section, the Trustees shall be bound by action taken at a meeting or written instrument complying with the requirements of Section 2 of Article III hereof.

Notwithstanding anything to the contrary in this Trust, the consent of the Owners of Units to which at least seventy-five (75%) percent of the beneficial interest is allocated and the approval of eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the beneficial interest of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the documents of the Condominium which establish, provide for, govern or regulate any of the following:

- a. Voting;

- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas;
- d. Insurance or fidelity bonds;
- e. Rights to use the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- h. Boundaries of any Unit;
- i. The interests in the general or Restricted Common Elements;
- j. Convertibility of units into common areas or of common areas in units:
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

The provisions of subparagraphs a through m do not apply to amendments or termination of the Condominium as a result of destruction, damage or condemnation.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may in their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII
SALE OF UNITS

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of the Unit Owner in the Common Elements (ii) the interest of such Unit Owner in the Common Elements; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iv) the interest of such Unit Owner in any other assets of the Trust; and (v) exclusive rights of Unit Owners as provided in the Master Deed, if any. Areas as to which Unit Owners have exclusive rights have are sometimes referred to herein as Limited Common Elements.

Section 2: Financing of Purchase of Units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees, by unanimous vote, may acquire units of the Condominium. Acquisition of units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest, as a common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. Waiver of Right of Partition. In the event that a unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such unit or units as are acquired by the Trustees.

Section 4. Payments of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his unit and until he shall have satisfied all unpaid liens against such unit.

ARTICLE IX
DISPUTES

Section 1. Informal Resolution. Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the

and complete copy of this Article XI, attached to the lease in addition to the foregoing notice; and (v) be expressly subject to all of the provisions of this Article.

B. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the By-Laws of the Condominium Association and the Rules and Regulations thereto, shall constitute a material default in the lease, or occupancy agreement, and in the event of such default, the Trustees of the Condominium shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both the Owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected unit) being deemed at all times to be cumulative and not exclusive:

a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of the Trustees, or by delivering said notice in hand, or by delivering such notice in any other manner permitted by law.

b) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to:

levy late charges against the owner of the affected unit in accordance with the provisions of Article V of these By-Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. The time of such notice shall be sufficient if it is equal to one rent period or thirty (30) days, whichever is longer. A copy of such notice to quit shall be delivered or mailed to the Landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a Summary Process Action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

c) The Trustees shall be entitled to give a notice, or notices to quit followed by a Summary Process Action or Actions, and the Trustees' election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all of the foregoing remedies, either at the same time, or in the event of any further fault.

d) All of the expenses of the Trustees in giving notices, and notices to quit, and maintaining and pursuing Summary Process Actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were common charges owed by the unit or the Unit Owner.

e) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the

provisions of this Article XI, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Article.

f) A true, accurate and complete copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

g) The provisions of this Article XI shall take precedence over any other section in the lease or occupancy agreement (whether or not the provisions of this subsection are set forth in the lease or occupancy agreement).

h) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (other than the owner of the affected Unit) shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

i) All of the provisions of this Article XI shall be deemed to be automatically incorporated in every lease and occupancy agreement.

j) Notwithstanding anything to the contrary in this Article, it is expressly understood and agreed that the provisions of this Article shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his mortgage, or holding title to a unit by virtue of a mortgage

foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

ARTICLE XII
MISCELLANEOUS

Section 1. Notices to Mortgagees. The Trustees will, upon written request of a mortgagee of any unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of any obligations under the Condominium documents which is not within sixty (60) days.

Upon written request to the Trustees as agents of the Trust, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.

b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.

c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as provided in this Trust.

Section 2. Professional Management. There shall be professional management of the Condominium beginning no later than June, 1995 unless there is an agreement to the contrary as hereinafter provided.

When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of owners of units to which at least sixty-seven (67%) of the beneficial interest are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the beneficial interest in units subject to the eligible holder mortgages.

Any agreement for professional management of the Condominium by anyone or any lease which binds the Association may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 3. Votes of Mortgagees. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications,

unless other action is approved by eligible holders holding mortgages on units which have at least seventy-five (75%) percent of the beneficial interest of units subject to eligible holder mortgages.

Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must require the approval of eligible holders holding mortgages on unit estates which have at least seventy-five (75%) percent of the beneficial interest of units subject to eligible holder mortgages.

No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the beneficial interest of such remaining units subject to eligible holder mortgages.

Unless holders of mortgages on Units which have at least seventy-five (75%) percent of the beneficial interest of Units subject to holders mortgages, and owners of at least seventy-five (75%) percent of the beneficial interest in the Condominium Units have given their prior written approval, the Trust shall not be entitled to:

a) By act or omission, to abandon or terminate the Condominium;

b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award; or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;

c) Partition or subdivide any Condominium Unit, EXCEPT that Unit Owners may subdivide their units provided that (i) such subdivision conforms with the Zoning Ordinance of the City of Northampton and other applicable laws, (ii) that the Condominium Master Deed and Declaration of Trust are appropriately amended, (iii) that the sum of the beneficial interests of the units so created shall not exceed the beneficial interest of the original unit so divided, and (iv) that the expenses of obtaining zoning approvals and of amending the Condominium Master Deed, Declaration of Trust and all other documents, if any, shall be paid by the subdividing Unit Owner or Owners;

d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause).

e) Use hazard insurance proceeds for losses to any Condominium property (whether or units or to Common Elements) for other than repair, replacement or reconstruction of such

Condominium property, except as provided by statute in case of substantial loss to the units and/or Common Elements of the Condominium.

A mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 4. Priority of Liens. All taxes, assessments, and charges which may become liens prior to a first mortgage on any unit under local law shall relate only to the individual Condominium Units and not to the assessments or other charges, fees, fines or interest, which shall be subordinate to the lien of a first mortgagee of any Unit.

No provision of this Declaration of Trust, Master Deed or Unit Deed or amendment thereto shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium 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 Condominium Units and/or Common Elements.

Section 5. Severability. The invalidity of any provision of this Declaration of Trust (the "Trust") shall not be deemed to impair or affect the validity of the remainder of the Trust and in such event, all of the other provisions of the Trust shall continue in full force and effect as if such invalid provisions had never been included herein.

Section 6. Explanation of Beneficial Interest.

A. In this Condominium there are inter-related beneficial interests, all specifically proportioned in the Master Deed;

1. The overall beneficial interest involves those matters common to all units, such as the real estate, maintenance of the parking lot, signs on the street, etc.

2. The residential beneficial interest which involves the residential units and concerns any matter of interest only to or used by the residential units.

3. The commercial beneficial interest which involves the commercial units and concerns any matter of interest only to or used by those units. The commercial beneficial interest may, by majority vote of that interest, form a Commercial Association for pursuit of common commercial interests.

4. If the Trust seeks to evict a tenant, the cost is an overall beneficial interest cost.

As used in this Trust document the beneficial interest referred to will be the overall beneficial interest, unless the contrary clearly appears.

IN WITNESS WHEREOF, the said Trustees have hereunto set their hands and seals as of the day and year first above written.

William Parisien, Trustee

Tom Masters, Trustee

Edward D. Etheredge, Trustee

Kenneth P. Neiman, Trustee

Frederick U. Fierst, Trustee

Northampton Architectural
Investment Corporation, Trustee

By: Edward L. Jendry, President

FHE Nominee Trust, Trustee

By: Edward D. Etheredge, Trustee

HAMPSHIRE, SS. COMMONWEALTH OF MASSACHUSETTS January __, 1993

Then personally appeared before me the above named William A. Parisien, Tom Masters, Edward D. Etheredge, Frederick 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 the partners of the 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

First Amendment of Master Deed

64 Gothic Street Condominium

Know all Persons by These Presents,

That we,

FREDERICK U. FIERST and
KENNETH P. NEIMAN
64 Gothic Street, Northampton
Owners of Unit No. 102
And Unit G2

17% beneficial interest
6% beneficial interest

NORTHAMPTON ARCHITECTURAL
INVESTMENT CORPORATION
64 Gothic Street, Northampton
Owner of Unit No. G1

22% beneficial interest

WILLIAM A. PARI SIEN, JR., TRUSTEE
W. & A. P. REALTY TRUST
64 Gothic Street, Northampton
Owner of Unit No. 101

15% beneficial interest

BENJAMIN A. BARNES, TRUSTEE
Gothic Realty Trust
64 Gothic Street, Northampton
Owner of Unit No. 103

16% beneficial interest

FRANK H. ELLIS
146 Elm Street, Northampton
Owner of Unit No. 204

6% beneficial interest

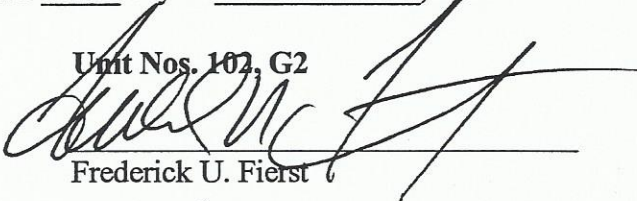
Owners of eighty-two (82%) percent of the overall beneficial interests, and one hundred (100%) percent of the commercial interests of the 64 Gothic Street Condominium, pursuant to Section 11 of the Master Deed, recorded in the Hampshire Registry of Deeds in **Book 4137, Page 126**, and the Plan of 64 Gothic Street Condominium recorded in **Plan Book 175, Page 3**, hereby amend said Master Deed and Plan as follows:

1. Approve the subdivision of Unit G1, as provided in Section 17 of the Master Deed into Units G1A and G1B, as shown on the Amended Lower Floor Plan of 64 Gothic Street Condominium, and recorded in the Hampshire Registry of Deeds at Plan Book 190, Page 123.
2. Amend Exhibit 3 to the Master Deed, as attached, by the subdivision of Unit G1, 6,411.67 square feet, into Unit G1A, 4,474.67 square feet and Unit G1B, 1,937 square feet, and noting that there are now ten (10) units in the condominium (4 residential, 6 commercial).
3. Amend Exhibit 3A to the Master Deed to reflect the revisions to the beneficial interests as follows: G1A equals 15.4%, G1B equals 6.6%.
4. Approve the relocation of the entrance to Unit G1B and the relocation of the windows adjacent to the new entrance to Unit G1B in accord with Section 9 of the Master Deed as matters affecting the architectural integrity of the building.

In all other matters, we ratify and affirm the provisions of the Master Deed dated January 13, 1993.

EXECUTED as a sealed instrument on this 15th day of November, 2001.

Unit Nos. 102, G2


 Frederick U. Fierst

Kenneth P. Neiman

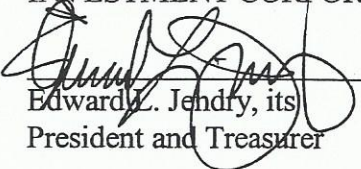
Unit No. 101

W. & A. P. REALTY TRUST

By: 
 William A. Parisien, Trustee

Unit No. G1

NORTHAMPTON ARCHITECTURAL
 INVESTMENT CORPORATION

By: 
 Edward L. Jendry, its
 President and Treasurer

GOTHIC Realty Trust
Unit No. 103

Benjamin A. Barnes, Trustee Gothic Realty Trust
Benjamin A. Barnes, Trustee Gothic Realty Trust

Unit No. ~~204~~ 201

Frank H. Ellis
Frank H. Ellis

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

November 20, 2001

Then personally appeared before me the above named Frederick U. Fierst and Kenneth P. Neiman, and declared the foregoing instrument to be their free act and deed.

Diane L. Kleber

Notary Public
My commission expires:

DIANE L. KLEBER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 24, 2004

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

_____, 2001

Then personally appeared before me the above named William A. Parisien, Jr., Trustee of the W. & A. P. REALTY TRUST, and declared the foregoing instrument to be his free act and deed and the free act and deed of the W. & A.P. REALTY TRUST.

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

December 3, 2001

Then personally appeared before me the above named Edward L. Jendry, President and Treasurer of Northampton Architectural Investment Corporation, and declared the foregoing instrument to be his free act and deed and the free act and deed of Northampton Architectural Investment Corporation.

Kimberly A. Penn
Notary Public
My commission expires: 9/16/05

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

16 Nov., 2001

Then personally appeared before me the above named Benjamin A. Barnes, and declared the foregoing instrument to be his free act and deed.



Charles M. Venne
Notary Public
My commission expires: 16 July 2004

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

_____, 2001

Then personally appeared before me the above named Frank H. Ellis, and declared the foregoing instrument to be his free act and deed.

Notary Public
My commission expires:

EXHIBIT 3

(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. & 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. & 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
G1A	G	4474.67	Com	--
G1B	G	1937	Com	--

LEGEND

Floor Level:

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.
 - (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 ten (10) Units in the Condominium. (4 Residential, 6 Commercial).

EXHIBIT 3A

BENEFICIAL INTERESTS
(In Percentages)

<u>UNIT NUMBER</u>	<u>OVERALL BENEFICIAL INTEREST</u>	<u>RESIDENTIAL BENEFICIAL INTEREST</u>	<u>COMMERCIAL BENEFICIAL INTEREST</u>
G1A	15.4	0	21
G1B	6.6	0	9
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
TOTAL:	100%	100%	100%