



2005 00005517

Bk: 8185Pg: 210 Page: 1 of 19  
 Recorded: 03/10/2005 03:00 PM

**COMPREHENSIVE AMENDMENT TO THE  
 MASTER DEED  
 OF  
 MC CORMICK CONDOMINIUM**

KNOW ALL BY THESE PRESENTS that SOUTH SQUARE LLC, of P. O. Box 380055, 40 Appleton St, Cambridge, MA 02138, being the sole owner of the land, together with the buildings thereon, located at the **affected premises known as:**

**17-19 Clark Avenue, 55-57 and 61-63 and 65-67 South Street, Northampton, MA 01060,**

being more particularly described in Paragraphs (3) and (4) below, and of all of the Units of the McCormick Condominium, created by Master Deed dated January 31, 1990, and recorded in the Hampshire County Registry of Deeds, Book 3517, Page 299, and any subsequent amendments, does hereby, by duly executing and recording this Comprehensive Amendment to the Master Deed of McCormick Condominium, completely amend and entirely supercede the said original Master Deed.

This Comprehensive Amendment maintains the submission of the premises to the provisions of Chapter 183A and to that end, declares and provides the following:

(1) **Name.** The name of the condominium shall be MC CORMICK CONDOMINIUM.

(2) **Definitions.** As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires.

"Building" means the structure described in Exhibit (2) hereof.

"Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

"Common Elements" shall mean the common spaces and common areas and facilities of the Condominium as so described and designated in Section (7) hereof.

"Condominium" shall mean the MC CORMICK CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

"Condominium Trust" shall mean MC CORMICK CONDOMINIUM TRUST of even date to be recorded with the Registry of Deeds herewith and referred to in Section (11) hereof, the names and addresses of the present Trustee of which Trust is as follows:

SOUTH SQUARE LLC, P. O. Box 380055, 40 Appleton St, Cambridge, MA 02138.

The mailing address of the association is P. O. Box 380055, 40 Appleton St, Cambridge, MA 02138, until changed by notice accompanying the recorded names of the then current Trustee(s).

"Exclusive Porch Easements" are sections of the rear porches, which are exclusively assigned to the Unit most closely associated with each exclusive area. There are twenty (20) units with such areas (see Exhibit 3). The occupants of the Unit to which the exclusive area is appurtenant may utilize the area for those matters for which a home porch are customarily used, including keeping and using recreation/picnic furniture, parking of bicycles, hibachi location and use, and so on.

"Garage" shall mean the ten enclosed spaces designed to accommodate the parking of a motor vehicle. These spaces are Units. The Garages may be conveyed separately from a residential Unit.

"Improvements" shall mean and include the buildings and other improvements now or hereafter located on the Land.

"Land" shall have the meaning set forth in Section (3) hereof.

"Premises" shall mean the Land and the Improvements.

"Registry of Deeds" shall mean the Hampshire County Registry of Deeds.

"Restricted Common Space" shall mean common space restricted, controlled and allocably supported by the Condominium, which is dedicated to specific purposes. The Restricted Common Space is shown on the Plans of the Condominium as built and on the plans of the unit deeds as conveyed. The Restricted Common Space includes: entry stairways serving less than all of the units, the porches associated with certain units (which porches do not include the Unit balconies, notwithstanding the fact that the plans describe each balcony as "porch"), and the Licensed Storage Area. The porches are used for all purposes for which porches are customarily used, subject to the rules adopted by the Trustees. See also "Exclusive Porch Easements", above. The Licensed Storage Spaces are used for all purposes for which storage spaces are customarily used, subject to the rules adopted by the Trustees.

"Trustees" shall have the meaning set forth in Section (11) hereof.

"Unit" or "Units" shall mean the residential dwelling units and the Garage units comprising the non-common areas of the Condominium.

"Unit Owner" shall mean the owner or owners of a Unit.

Capitalized terms used herein that are defined in the Condominium Trust but not specifically defined above shall have the meaning given to them in the Condominium Trust.

- (3) Description of Land. The Land shall include a certain parcel of land located at the intersection of Clark Avenue and South Street, Northampton, Massachusetts, see Exhibit 1.

(4) Description of Buildings. The Buildings on the Land constitutes one structure containing the Units and one building containing eight Garages, and are described on Exhibit 2 annexed hereto and incorporated herein.

(5) Description of Units.

(A) The Buildings contain those Units listed on Exhibit 3 annexed hereto and incorporated herein.

(B) The designation of each Unit in the Building, a statement of its location, approximate area, number and composition of rooms, immediate Common Elements to which it has access, and its proportionate interest in the Common Elements of the Condominium are set forth in Exhibit 3 annexed hereto and incorporated herein.

(C) Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and other equipment including plumbing fixtures, which exclusively serve and are located within the individual Unit. All utility lines located outside of the Unit exclusively serviced by such line shall be maintained by the Condominium.

(D) Except as hereinbefore otherwise provided, each Unit Owner shall have the right, as appurtenant to their Unit, to use for utility lines exclusively servicing a Unit but not located within that Unit, all utility lines and other common facilities located in any of the other Units or in the Common Elements described in Section (6) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Unit Owner to otherwise use other Common Elements in accordance with the intended purposes thereof.

(E) The Condominium Trust, hereinafter described in Section (10), has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit Owner has failed to perform and for other purposes as set forth in Chapter 183A, Section (4), subsection (2).

(F) Each Unit shall be subject to the obligations and conveyed with the rights as set forth in any of the foregoing subsections, if and so far as applicable to that Unit.

(6) Description of the Common Elements. The common areas and facilities of the Condominium (hereinbefore and hereinafter called the "Common Elements") consist of:

(A) The Land together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;

(B) All portions of the building not included in any Unit by virtue of Section (5) above, including, without limitation, the following to the extent such may exist from time to time:

- (i) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for the exterior windows and doors leading from Units to common areas, roof and entrances and exits of the Building, common walls within the Building, and structural walls or other structural components contained entirely within any Unit;
  - (ii) The utility area serving more than one Unit;
  - (iii) Installations of services such as heat, telephone, electric power, gas, hot and cold water, but excluding all utility lines and equipment contained wholly within and servicing a single Unit;
  - (iv) All conduits, chutes, ducts, sewer, drainage, water and other pipes, plumbing, wiring, flues and other facilities for the furnishing of services described above in subsection (iii) which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;
- (C) All land areas, and facilities, and other improved or unimproved areas on the Land and not within any Unit, except that certain portions of the Common Elements may be limited or restricted in terms of use by Trustees for such purposes as traffic control, storage allocation, laundry, and parking;
- (D) The glass in windows of the Units is not a Common Element;
- (E) Such additional common areas and facilities as may be defined in Chapter 183A.
- (F) Restricted Common Space: Each of the thirty-five residential Units shall be allotted a storage space in the building. This will be known as the Licensed Storage Space or, collectively, Licensed Storage Area. The Trustees shall assign the space. The size of the space shall be approximately equal for each such Unit. The Trustees shall reserve sufficient space for the needs of the Condominium Trust. This space is not to be confused with the Exclusive Easements (see (G) below). The Trust may, but need not, maintain a laundry room(s) for the use of the occupants of the Units. The cost of using the laundry machines shall at least be sufficient to pay for the cost of the laundry room. Certain units have areas of the rear porch set off for their exclusive use, as shown on the Plans as an Exclusive Porch Easement, see Paragraph (2), above. The Trustees may establish rules and regulations for the efficient and equitable use of the storage and laundry areas, including reasonable hours of access, and the obligations of the holders of Exclusive Porch Easements to use said porches without interfering with other units.
- (G) Exclusive Easements. There are two types of exclusive easements. One type is the Exclusive Porch Easement, see paragraph 2, Definitions, above, of which there are twenty. The other type is the Exclusive Easement, and are located near the Licensed

Storage Area. There are three such easement areas. The Exclusive Porch Easements are appurtenant to the Unit associated with them and may not be conveyed from that Unit. The three Exclusive Easements may be conveyed to be appurtenant to any Unit of the condominium or to the common area of the condominium. The areas designated Exclusive Easements are shown on the Plans as Exclusive Easement Areas, numbered 1, 2 or 3. These Exclusive Easements, unlike the Exclusive Porch Easements, are associated with common area charges and such charges follow the easement in the event of conveyance. The Developers retain the absolute right to convey any or all of said easements to the Condominium Trust for \$1 as appurtenant to the common areas, with the Grantor bearing the cost of recording such deed(s). The Condominium may subsequently convey or rent such exclusive storage easements for the benefit of the Condominium. The Exclusive Easements are not to be confused with the Licensed Storage Spaces described in (F) above. The Trustees may make reasonable regulations concerning the use of the Exclusive Easement Areas. However, the holder of an Exclusive Easement may use the space for any purpose allowed by applicable governmental rules and regulations, including, as appropriate, office space.

Each Unit Owner shall be entitled to an undivided beneficial interest in the Common Elements in the percentages shown on Exhibit #3 attached to this Master Deed and incorporated herein by reference (hereinafter "Beneficial Interest"). The Trustees, in their sole and absolute discretion, may designate certain portions of the Common Elements for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable. The purposes of this Section may be carried out by the Rules and Regulations of the Condominium (which are an exhibit to the Condominium Trust). The use of Common Elements shall be subject to the provisions of (a) this Master Deed, (b) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Chapter 183A as amended.

(7) Floor Plans. The floor plans of the Building and the Units therein, together showing the layout of the Building, setting forth the Units within the Building, and the Building comprising the Condominium, and depicting the Unit numbers, layout, location and dimensions, main entrance and immediate Common Elements to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, certifying that the plans, taken together, fully and accurately depict the layout location, Unit numbers, and dimensions of the Units as built are recorded with and made a part of this Master Deed.

Said plans are listed on a schedule annexed hereto and incorporated herein, which together with copies of said plans are collectively referred to as Exhibit 4.

(8) Statement of Purposes. The Units shall be used as follows:

(A) The Units shall be used primarily for residential or garage purposes, as appropriate. All Units may also be used for any purpose permitted by the applicable zoning ordinance, subject to the restrictions set forth herein, and in the Condominium Trust, the By-Laws, and Rules and Regulations thereto, except that no Unit shall be used as a facility which generates obnoxious odors or noises or lights which are apparent to another unit.





















# CONSENT OF MORTGAGE HOLDER

The below signed holder of the only mortgage on the units of MC CORMICK CONDOMINIUM, hereby consents to this Master Deed.

FLORENCE SAVINGS BANK

By: Joseph S. Traczynski VP  
ITS Vice President

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

On the 10 day of March 2005, before me, the undersigned notary public, personally appeared Joseph G. Traczynski, proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as V-P for FLORENCE SAVINGS BANK, a banking corporation, and acknowledged to me that he signed it voluntarily for its stated purpose.

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>
(1)	Name
(2)	Definitions
(3)	Description of Land
(4)	Description of Buildings
(5)	Description of Units
(6)	Description of Common Elements
(7)	Floor Plans
(8)	Statement of Purposes
(9)	Restrictions on Use
(10)	Management and Regulatory Organization
(11)	Amendments
(12)	Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.
(13)	Pipes, Wires, Ducts, ... and other Common Elements Located Inside of Units
(14)	Encroachments
(15)	Right to Divide or Combine Units, erect Partitions Around Stairways, etc.
(16)	Additional Rights for Benefit of Holders of Mortgages
(17)	Conflicts
(18)	Waiver
(19)	Captions
(20)	Registering and Recording
	Signatures and Consent of Mortgage Holder



JOSEPH A. WILHELM III  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 2, 2010

<u>EXHIBIT</u>	<u>SUBJECT</u>
Exhibit 1	Land
Exhibit 2	Building
Exhibit 3	Units and Beneficial Interests
Exhibit 4	Plans of MC CORMICK CONDOMINIUM
Exhibit 5	Unit Plans









