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**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.

- (B) The Garages shall be used for parking and whatever ancillary use the owner thereof elects, providing it is in conformity with all governmental rules, regulations or laws, and does not interfere with the use of adjoining space by other condominium owners.
- (C) The following conditions and restrictions shall apply to the renting and/or leasing of Units:
- (1) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and be for a term of not less than one year, unless otherwise approved in writing by the Trustees. The rental of a room to a tenant who has the use of the kitchen and other non-bedrooms shall not be a violation of this clause.
 - (2) No such Unit may be rented, let, leased, or licensed for transient resident or hotel purposes.
 - (3) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to this Section (8) and Article XI of the Condominium Trust, and the Rules and Regulations and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license, or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and copy of Section (9) of the Master Deed.
 - (4) The provisions of the within Section (8) (C) (3) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.
- (9) Restrictions on Use.
- (A) No Unit shall be used for any purpose not specified in Section (8) above.
- (B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof. This Section (9) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, except that window coverings shall conform to the Rules and Regulations as set forth in the Condominium Trust (By-Laws). Nor does this Section (9) restrict the right of a Unit Owner to have or permit a window flower box and/or window air conditioners, subject to the authority of the Trustees to establish

reasonable rules and regulations therefore. Many Units include one or more fireplaces. The fireplaces are primarily decorative and many not be used for burning wood or other combustible. Provided, however, that gas units may be installed, with the written approval of the Trustees, which approval shall be given upon presentation of a written certification by an expert satisfactory to the Trustees that use shall not be a safety risk; further, the installation may not allow any gas or residue to enter the chimney unless the Unit Owner installs a sealed flue to convey the gas or residue to the top of the chimney.

Penetration of the exterior wall to provide a vent (no larger than half a square foot and nor protruding more than two inches from the face of the building) will be permitted with the approval of the Trustees, provided it is as unobtrusive as is reasonably possible and shall be made only in the adjacent wall. The rules contained in paragraph 15 will apply regarding construction. No Unit may have a garbage disposal without the written approval of the Trustees, which approval shall be given upon presentation of a written certification by an expert satisfactory to the Trustees that use shall not be a risk to the plumbing of the building. Any Unit Owner may make such adjustments to the plumbing as may be necessary to make the use of an approved garbage disposal, so long as such adjustments do not cause undo inconvenience to other Units, unless such Unit owners have consented. The rules contained in paragraph 15 will apply regarding construction.

- (C) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections (8) and (9) hereof, and may modify, remove and install nonbearing walls lying wholly within such; provided, however, that any and all work with respect to the removal and installation of interior walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to the Trustees and entirely at the cost of the Unit Owner making the change.
- (D) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed and the Condominium Trust.
- (E) The use of the Common Elements may also be restricted under the provisions of the Condominium Trust.
- (F) The following conditions and restrictions shall apply to the use and occupancy of the parking spaces:
 - (1) The parking spaces may be used only for parking of vehicles which fit within the area of a single parking space and which are duly registered with the appropriate Registry of Motor Vehicles. No boats, trailers and the like may be parked in any parking spaces except with the written consent of the Trustees.
 - (2) The Board of Trustees may establish Rules, Regulations and Fees pursuant to the Declaration of Trust, Schedule A, Item 19.

- (3) In instances where vehicles using the parking areas and parking spaces do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the non-complying vehicles at the vehicle owners' expense.
- (4) Each residential Unit is allotted one parking space, which space is not reserved as to location.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by the Trustees, and insofar as permitted by law shall be perpetual, and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section except such as occur during his or her Unit ownership.

(10) Management and Regulatory Organization.

- (A) The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust. The Condominium Trust establishes an organization of which the Unit Owners shall be members and in which Unit Owners shall have Beneficial Interests in proportion to the percentage of undivided interest in the Common Elements of the Condominium to which they are entitled under this Master Deed.
- (B) The Trustees have enacted By-Laws which are set forth in the Condominium Trust, pursuant to and in accordance with provisions of Chapter 183A (the "By-Laws"). The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original trustees and to mean the trustees or trustee for the time being under this Condominium Trust.

(11) Amendments. This Master Deed may be amended only by an instrument in writing (a) signed by one or more Unit Owners entitled to seventy (70%) percent or more of the Beneficial Interest in the Common Elements, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Registry of Deeds; PROVIDED that:

- (A) The date on which a Unit Owner first signs any instrument of amendment shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;
- (B) No instrument of amendment, which alters the dimensions of any Unit, shall be of any force and or effect unless the owners of the Unit so altered have signed it;
- (C) No instrument of amendment which alters the percentage of the Beneficial Interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners, and said instrument is recorded as an Amended Master Deed;

- (D) No instrument of amendment affecting any Unit in any manner that impairs the security of the holder of a mortgage of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
- (E) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;
- (F) No instrument of amendment, which purports to affect any rights reserved to or granted to the Grantor shall be of any force or effect before the Grantor has conveyed title to all Units unless the Grantor executes the instrument of amendment;

(12) Units Subject to Master Deed, Unit Deed, Condominium Trust, etc.

- (A) All present and future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of: (a) this Master Deed, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws, (d) the items affecting the title to and the use of the Land, and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, if any, conveying such Unit, the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to and use of the Land are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Any violation of the provision of this Master Deed, Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a violation of the duties of the Unit Owner.
- (B) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and Chapter 183A shall give rise to a cause of action in the Trustees and/or any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

(13) Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Flues and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, flues, and other Common Elements located in any of the other Units serving his Unit. Each Unit shall be subject to use of the pipes, wires, ducts, cables, conduits, public utility lines, flues, and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to each Unit to inspect the Common Elements, to remove violations therefrom, and to maintain, repair, or replace

the Common Elements contained therein or elsewhere in the Building, taking care not to interrupt business activities or normal uses, except in an emergency, and replacing and repairing the surface to the same condition prior to the maintenance. Each Unit Owner may, with the approval of the Trustees (which will not be unreasonably withheld), penetrate the exterior fabric of the building for the purposes of installing vents and running utility wires, pipes or lines.

- (14) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building or alteration or repairs of the Common Elements made by or with the consent of the Trustees, or as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.
- (15) Right to Divide or Combine Units, Erect Partitions Around Stairways, etc.
- (A) If at any time title to any Units and/or exclusive easements in restricted common space which are on the same floor as one another and share a common interior wall, held by the same Unit Owner, then said Unit Owner shall have the right to open a passage in said common wall to connect the Units and/or exclusive easements in restricted common space directly to one another without first having to obtain the consent for the construction necessary to connect the Units from the Trustees of the Condominium Trust; provided, however, that the work must not jeopardize the soundness or safety of the Building, in which event the Unit Owner must obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work after said Unit Owner first submits written plans and specifications of the proposed work to the Trustees; provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive evidence to that effect for the purpose of authorizing the work authorized by this Section.
- (B) If at any time title to any Units and/or exclusive easements in restricted common space which are located above or below one another are held by the same Unit Owner, then the said Unit Owner shall have the right to construct internal stairways connecting said Units and/or exclusive easements in restricted common space, without having to first obtain the consent for said construction from the Trustees; provided, however that the work must not jeopardize the soundness or safety of the Building, in which event the Unit Owner must obtain the unanimous consent of all Unit Owners of the Building and the mortgagees of record to perform the work after said Unit Owner first submits written plans and specifications of the proposed work to the Trustees; provided, however, that certification by a Registered Architect that the work will not jeopardize the building shall be conclusive to that effect for the purpose of authorizing the work authorized by this Section. The work of constructing said internal stairway shall include opening an area in the Common Elements located between the Units and/or exclusive easements in restricted common space, and such structural modification and changes to flooring as necessary for the construction, safety, and serviceability of the stairway.

- (C) Unit Owners performing any construction work under this Section (15), or any other Section of this Master Deed shall (a) secure all appropriate licenses and permits necessary for such work, in the name of the Trustees, at Unit Owner's sole cost and expense; (b) provide appropriate construction licenses, contractors and subcontractors insurance, comprehensive public liability insurance, and other appropriate insurances, insuring the said Unit Owner, the Trustees, and other occupants, of the Condominium Units and the Condominium against personal injury and property damage arising out of said work; (c) perform all construction work in a good and workmanlike manner, and in compliance with all applicable laws and ordinances, regulations, and orders of governmental authorities having jurisdiction thereof and the insurers of the Condominium; and (d) diligently perform all work and perform the work so as to minimize interference with the peaceful use and possession of the premises by the occupants of the Condominium, and promptly discharge any and all mechanics and materialmen's liens arising from said work.

(16) Additional Rights for Benefit of Holders of Mortgages.

- (A) That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a holder of a mortgage to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by a holder of a mortgage through the procedures set forth in subsection (i) and/or (ii) above;
- (B) That any person taking title to a Unit through a foreclosure sale duly conducted by a holder of a mortgage shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- (C) That any mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid Common Charges, dues or other assessments which accrued prior to the acquisition of title to such Unit by the mortgagee;
- (D) That unless at least sixty-seven (67%) percent of holders of first mortgages on the individual Units (based upon one vote for each mortgage owned) of the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium (except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of eminent domain);
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
 - (iii) partition or subdivide any Unit;
 - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, other than in consequence of a subdivision creating a new unit, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of Common Elements contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection;
 - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;
 - (vi) take any action or make any decision to terminate professional management and assume self-management of the Condominium;
 - (vii) take any action to amend any material provisions of this Master Deed and the Condominium Trust as the term "material" is defined by the Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) guidelines.
- (E) That all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- (F) That in no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a mortgagee of the 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 such unit and/or the Common Elements;

- (G) That any holder, insurer, or guarantor of any first mortgage, upon written request to the Trustees, will be entitled to:
- (i) written notification from the Trustees of any default by its borrower who is a Unit Owner with respect to any obligation of such borrower under this Master Deed or the provisions of such borrower under this Master Deed or the provisions of Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect the books and records of the Condominium Trust during normal business hours;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
 - (v) prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the lender holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements;
 - (vi) written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;
 - (vii) prompt written notice of any action which requires the consent of a specified percentage of eligible mortgagees. The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.
- (H) That no agreement for professional management of the Condominium or any other contract SOUTH SQUARE LLC as sole Trustee may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(17) Conflicts. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, or if any provision of this Master Deed conflicts with any other provision hereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

- (A) In the event of a conflict between the Master Deed and Chapter 183A, the provision of Chapter 183A shall control.

- (B) The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
- (C) In the event of any conflict between the preceding Section and any other provisions of this Master Deed or the Condominium Trust, the provisions of said preceding Section shall control.
- (D) In the event of any conflict between the Master Deed and the Condominium Trust, the provisions of the Master Deed shall control.

(18) Waiver. No provision contained in this Master Deed shall be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(19) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

(20) Registering and Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Hampshire County Registry of Deeds.

EXECUTED as a sealed instrument as of this 10th day of March 2005.

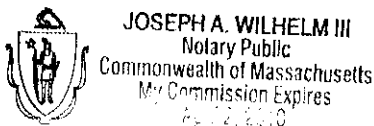
SOUTH SQUARE LLC

By: South Square LLC, by Michelle Kaskey, mgr
Michelle Kaskey, Manager

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

On this 10th day of March, 2005, before me, the undersigned notary public, personally appeared the above named Michelle Kaskey, Manager of South Square LLC, proved to me by my personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he and/or she signed it voluntarily for its stated purpose.



Joseph A. Wilhelm III
Joseph A. Wilhelm III, Notary Public
My commission expires: April 2, 2010

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, personally known 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.

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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

EXHIBIT 1

The land, including the buildings and improvements thereon, in Northampton, Hampshire County, Massachusetts, bounded and described as follows:

Northerly by Mill River;
 Easterly by New South Street;
 Southerly by Clark Avenue, One Hundred Sixty-Nine and Five-Tenths (169.50) feet,
 more or less;
 Westerly by land formerly of George Davis.

The aforescribed property is also depicted upon a plan dated May 11, 1982 entitled "Land in Northampton, Massachusetts Surveyed for Richard J. Shea", prepared by Almer Huntley, JR. & Associates, Inc. recorded in Hampshire County Registry of Deeds, Plan Book 120, Page 61, and which property as so depicted is bounded and described as follows:

Beginning at a point marked by an iron pipe at the southwesterly corner of the property herein described, which point is at the northerly side of Clark Avenue at the southeast corner of land now or formerly of Robert A. Borawski & Ann M. Borawski; thence N. 07° 22' 03" W., a distance of Two Hundred Eighteen (218) feet along land now or formerly of said Borawski to an iron pipe; thence Inc.; thence N. 71° 00' 29" E., a distance of One Hundred Forty and Seventy-Five Hundredths (140.75) feet to a point on the westerly side of New South Street; thence, along the westerly side of New South street the following three courses and distances: S. 09° 08' 39" E. a distance of Fifty (50) feet to a point; thence S. 73° 22' 24" W. a distance of Three and Sixty-Nine Hundredths (3.69) feet to a point; thence S. 09° 04' 03" E. a distance of Two Hundred Two and Eleven Hundredths (202.11) feet to a point on the northerly side of Clark Avenue; thence along the northerly side of Clark Avenue S. 85° 08' 48" W. a distance of One Hundred Forty-One and Ninety-One Hundredths (141.91) feet to the point and place of beginning.

Containing 32,648 square feet, more or less. New South St. is also at times known as South St.

Subject to the Agreement dated April 11, 1914, between Andrew J. McCormick and the City of Northampton regarding maintenance of certain stairs and railings, recorded in Hampshire County Registry of Deeds, Book 701, Page 523.

The premises were previously submitted to the provisions of the Massachusetts Condominium Statute, M.G.L. Chapter 183A, by the filing of the Master Deed, McCormick Condominium, dated January 31, 1990, recorded in Hampshire County registry of Deeds, Book 3517, Page 299, by Richard J. Shea, as Sponsor. No units have been separately conveyed. This Master Deed specifically confirms the submission of the premises to the said Condominium Statute as of January 31, 1990.

Being the same premises conveyed to the Grantor herein by deed of Richard J. Shea, recorded in the Hampshire County Registry of Deeds, Book 8042, Page 236.

EXHIBIT 2

The Buildings on the land described in Exhibit 1 are two in number. They are of brick. The main building has attached wooden rear porches. Each unit has a rear door through its attached rear porch leading to the parking area behind the building, and a front door opening onto steps leading to either Clark Avenue or South Street. The main building was erected just prior to America's entry into World War I and its exterior evidences the patina of time and the characteristic weathering of a classic red brick façade.

EXHIBIT 3

Units and Beneficial Interests

Unit Designation	Statement of Unit Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms and Exclusive Porch Easement (if any)	Percentage Interest of Unit in Common Areas and Facilities
Unit 17	First Floor 17 Clark	1,269	7 – 2BR, LR, DR, K, OHR, 1B, EPE	2.752
Unit 19-1	First Floor 19 Clark	989	5 – 1BR, LR, DR, K, 1B, EPE	2.860
Unit 19-2	2 nd Floor 19 Clark	1,178	6 – 2BR, LR, DR, K, 1B, EPE	3.345
Unit 19-3	3 rd Floor 19 Clark	1,156	6 – 2BR, LR, DR, K, 1B, EPE	3.345
Unit 19-4	4 th Floor 19 Clark	1,209	6 – 2BR, LR, DR, K, 1B, EPE	3.454
Unit 19-5	First Floor 19 Clark	1,840	7 – 1BR, LR, DR, K, 2B, OHR, EPE	3.076
Unit 53	2 nd Floor 53 South	2,210	9 – 3BR, LR, DR, K, 2 OHR, 1 1/2B	4.047
Unit 55-1	3 rd Floor 55 South	1,177	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.508
Unit 55-2	3 rd Floor 55 South	968	5 – 1BR, LR, DR, K, 1B	2.267
Unit 55-3	4 th Floor 55 South	1,103	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.345
Unit 55-4	4 th Floor 55 South	1,141	6 – 1BR, LR, DR, K, OHR, 1B, Bal	2.536
Unit 55-5	5 th Floor 55 South	1,198	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.508
Unit 55-6	5 th Floor 55 South	1,160	6 – 1BR, LR, DR, K, OHR, 1B, Bal	2.590
Unit 55-7	6 th Floor 55 South	1,257	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.616
Unit 55-8	6 th Floor 55 South	1,153	6 – 1BR, LR, DR, K, OHR, 1B, Bal	2.698
Unit 61-1	2 nd Floor 61 South	958	5 – 1BR, LR, DR, K, 1B	1.943
Unit 61-2	2 nd Floor 61 South	961	5 – 1BR, LR, DR, K, 1B	1.943
Unit 61-3	3 rd Floor 61 South	1,000	5 – 1BR, LR, DR, K, 1B, Bal	2.321
Unit 61-4	3 rd Floor 61 South	998	5 – 1BR, LR, DR, K, 1B, Bal	2.321
Unit 61-5	4 th Floor 61 South	1,029	5 – 1BR, LR, DR, K, 1B, Bal	2.375
Unit 61-6	4 th Floor 61 South	1,033	5 – 1BR, LR, DR, K, 1B, Bal	2.375
Unit 61-7	5 th Floor 61 South	1,034	5 – 1BR, LR, DR, K, 1B, Bal	2.428
Unit 61-8	5 th Floor 61 South	1,035	5 – 1BR, LR, DR, K, 1B, Bal	2.428
Unit 61-9	6 th Floor 61 South	1,046	5 – 1BR, LR, DR, K, 1B, Bal	2.536
Unit 61-10	6 th Floor 61 South	1,051	5 -- 1BR, LR, DR, K, 1B, Bal	2.536
Unit 65-1	2 nd Floor 65 South	573	4 - 1BR, LR, K, 1B, EPE	1.565
Unit 65-2	2 nd Floor 65 South	1,107	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.454
Unit 65-3	3 rd Floor 65 South	609	4 – 1BR, LR, K, 1B, EPE	1.727

Unit Designation	Statement of Unit Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms and Exclusive Porch Easement (if any)	Percentage Interest of Unit in Common Areas and Facilities
Unit 65-4	3 rd Floor 65 South	1,123	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.562
Unit 65-5	4 th Floor 65 South	688	4 – 1BR, LR, K, 1B, Bal, EPE	1.781
Unit 65-6	4 th Floor 65 South	1,137	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.562
Unit 65-7	5 th Floor 65 South	681	4 – 1BR, LR, K, 1B, Bal, EPE	1.835
Unit 65-8	5 th Floor 65 South	1,145	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.616
Unit 65-9	6 th Floor 65 South	696	4 – 1BR, LR, K, 1B, Bal, EPE	1.943
Unit 65-10	6 th Floor 65 South	1,146	6 – 2BR, LR, DR, K, 1B, Bal, EPE	3.724
Garage 1		162		.270
Garage 2		162		.270
Garage 3		162		.270
Garage 4		162		.270
Garage 5		162		.270
Garage 6		162		.270
Garage 7		162		.270
Garage 8		162		.270
Garage 9		148		.270
Garage 10		152		.270
Exclusive Easement 1				.108
Exclusive Easement 2				.162
Exclusive Easement 3				.108

Legend

ROOMS	
BR	Bedroom
LR	Living Room
DR	Dining Room
K	Kitchen
B	Bath
OHR	Other habitable room
Bal	Balcony
EPE	Exclusive Porch Easement

All residential Units open onto an interior stair or directly to the exterior of the building, and, except for Unit 19-1, which exits onto a fire escape of the northerly side of the building, all open onto a rear exterior stair, or directly to the parking area of the building. The Garage Units open directly onto the parking area.

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: Plane of the lower surface of the ceiling joists.
- C. Perimeter Walls: 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: 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 (all window/door glass is part of the Unit).

There are thirty-five (35) Units in the Condominium that are primarily residential and ten (10) Units that are Garage Units.

EXHIBIT 4

PLANS OF MC CORMICK CONDOMINIUM

The plans listed below are the Site Plan, Schematic Floor Plans and the Unit Plans for the MC CORMICK CONDOMINIUM as they are recorded in the Hampshire County Registry of Deeds, simultaneously herewith.

TITLE OF PLAN	DATE	PLAN BOOK	
MC CORMICK CONDOMINIUM AS-BUILT FLOOR PLANS PAGES 1 THRU 22 February 28, 2005	Recorded March 10, 2005	Plan Book <i>204</i>	Page <i>51</i>

EXHIBIT 5

UNIT PLANS

To be recorded with each original Unit deed