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MASTER DEED

LIBERTY COMMONS CONDOMINIUM

A. Creation of Condominium

The undersigned, AUTUMN PROPERTIES, LLC, a Massachusetts limited liability company, with a principal place of business at 181 Northampton , Hampshire County, Massachusetts, hereinafter referred to as the "Declarant", being the sole owner of the land with the buildings thereon at 2 Mechanic Street, Easthampton, Hampshire County, Massachusetts, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property", to the provisions of Massachusetts General Laws, Chapter 183A, and does hereby state its proposal to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

B. Name of Condominium

The condominium hereby created shall be known as "Liberty Commons Condominium" (the "Condominium").

C. Description of Land

The premises which constitute the Condominium consists of the land described in Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the buildings and improvements erected or hereafter erected thereon.

Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending three (3) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work (if any) on this Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this paragraph shall be deemed to create any rights in the general public.

D. Description of Building

There is one building on the land which is described on Exhibit A to this Master Deed. Said Building has three stories and contains sixteen (16) Residential Units and one Commercial Unit. Said building is built of wood frame construction, poured concrete foundation, asphalt roof and vinyl siding. Said building is hereinafter called the "Building."

E. Description of Units and Common Areas

1. Units

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The boundaries of each of the units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (i) Floors: The upper surface of the subflooring or the plane of the upper surface of the concrete slab in the first floor in the Building;
- (ii) Ceilings: With respect to all units except the top floor units, the interior plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top floor units, the interior plane of the bottommost surface of the joists forming the lowest structural member of the roof rafters;
- (iii) Building Walls: The plane of the wall studs facing the interior of the unit;
- (iv) Pipe chases or other enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities;
- (v) Doors and windows which open from a unit are part of the unit from which they open.
- (vi) The water heater closets adjoining Residential Units G, H, M and O, and all equipment, pipes and wires contained therein and connecting to each unit shall be considered a portion of that unit.

2. Appurtenances to Units

- (i) The Residential Units have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated

pursuant to the By-Laws, use of the following (sometimes herein also referred to as the "Limited Residential Common Areas and Facilities" or "Limited Residential Common Elements"):

- (i) the Elevator and all associated equipment and facilities; and
- (ii) the stairwell located at the southwest end of the building, and the stairs at the northeast end of the building, the entrance and hall on the northeast end remaining common area, as shown on the Master Plan; and
- (iii) hallways on the second and third floors, as shown on the Master Plan; and
- (iv) security systems in the residential units.

The expense for the maintenance, repair and replacement of the Limited Residential Common Areas and Facilities or Limited Residential Common Elements shall be collected as a common expense of the owners of the Residential Units according to the percentage interest as shown on Exhibit C.

3. Common Areas and Facilities

Except as herein specifically excepted, or excepted in Paragraph E.2 above, all areas outside of the above described units of the Condominium shall be deemed common areas and facilities. Without limiting the foregoing language in this Paragraph 3, the common areas and facilities of the Condominium include:

- (i) the land described in paragraph C ("Description of Land") of this Master Deed;
- (ii) the foundation of the Building, and all portions thereof, and all structural columns, beams, slabs, supports, and floor and roof beams and joists and all structural members appurtenant to such floor and roof beams and joists, the exterior walls, and any interior bearing walls, the roof, building entrances and exits, and all structural portions of the building;
- (iii) installations of central services, if any, such as power, light, drains, sprinklers, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve more than one unit. Such equipment and installations located within and servicing a single unit are a part of the unit in which the same is located and which it services and is not a part of the common areas and facilities;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;

- (v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, which are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, but which service more than one unit;
- (vi) all exterior lighting devices, wires and poles serving the property; and
- (vii) all other portions of the subject property listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit B, which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, and the Limited Residential Common Areas and Facilities or Limited Residential Common Elements. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on said Exhibit B.

4. Parking Spaces

The Trustees of the Liberty Commons Condominium Trust shall have the right to rent, sell or assign to unit owners the right to use such parking spaces as may now exist or may from time to time become available. Such leases, sales and assignments may be upon such terms and conditions as the Trustees shall deem fitting, and their judgment in the matter shall be final. In any case, such leases, sales and assignments shall be deemed to be of a right to use said parking spaces for the parking of passenger vehicles only, and not of trucks, trailers, buses, commercial vehicles, nor for storage of personal property other than passenger vehicles.

F. Plans

A set of the floor plans of the building showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect or licensed professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, are recorded in the Hampshire County Registry of Deeds in Plan Book 204, Pages 99-101

G. Use of Units

1. The Commercial Unit(s) shall be used for commercial purposes, or for any purpose permitted by the applicable zoning ordinance, subject to the restrictions set forth herein
2. The Residential Units in the Condominium shall be used for residential purposes only, by not more than one family unit nor more than two (2) unrelated persons;

3. No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Liberty Commons Condominium Trust and the rules and regulations from time to time adopted pursuant thereto, incorporated herein;
4. The Declarant reserves the right to use and maintain one or more units as a sales office, rental unit or model unit so long as it owns the same;
5. No unit shall be used or occupied in a noisome, illegal or offensive manner or maintained in a manner which shall interfere with the quiet comfort, enjoyment and convenience of the occupants of the other units in the Condominium; neither shall any unit be used or maintained in a manner inconsistent with the By-Laws of the Liberty Commons Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto.

H. Subdivision of Commercial Unit

To the extent permissible under the then current zoning ordinance of the City of Easthampton, there is granted to the owner of the Commercial Unit the right to subdivide such unit into up to five units, if the Owner obtains suitable permission of the City of Easthampton. Any wall newly made a demising wall of the commercial unit will be a common element, just as if it had always been a common element.

Provided:

1. Each resulting commercial unit from subdivision possesses an undivided interest in all common elements;
2. The percentage ownership of the original Commercial Unit is divided between the resulting units in proportion to the relative value of the units;
3. That suitable amendments to the Master Deed, Trust and plans "as built" will be prepared and filed at the expense of the subdividing party; the Trustees giving approval of the form of the Amendment, such approval to not be unreasonable withheld. By acceptance of a Unit Deed pursuant to this Master Deed, the owners of units, for themselves, their heirs and successors in title, thereby irrevocably appoint the Trustees, as they may be in office from time to time, their Attorneys in Fact for the purpose of assenting to such an amendment to the Master Deed.
4. That the subdividing party will obtain from legal counsel selected by the Trustees, a written opinion that the amendments are correct and proper and do not invalidate or change any other portion of the Master Deed and Trust, all at the expense of the subdividing party. In the event no such counsel is designated within 10 days of written notice by the subdividing party, an opinion rendered by a member in good standing of the Bar of the Commonwealth of Massachusetts, selected by the subdividing party shall be sufficient upon presentation to the Trustees.

5. That all mortgage holders secured upon the Commercial Unit being subdivided consent to said subdivision.

I. Amendment of Master Deed

This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than seventy five (75%) percent of the undivided interests in the common areas and facilities, and (ii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Liberty Commons Condominium Trust and (iii) duly recorded in the Hampshire County Registry of Deeds, provided, however, that:

The date on which any such instrument amending this Master Deed is first signed by a unit owner, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Hampshire County Registry of Deeds within six (6) months after such date; and

1. Pursuant to the provisions of G.L.Chapter 183A, Sect. 5(b), the percentage of the undivided interest of each unit owner in the common areas and facilities shall not be altered without the consent of all unit owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
2. No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners of the units so altered; and
3. No instrument of amendment which alters the rights of the Declarant shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the Declarant, so long as the Declarant owns any unit in the Condominium; and
4. No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect, and
5. Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Liberty Commons Condominium Trust, to make this Master Deed comply with the provisions of Massachusetts General Laws, Chapter 183A, or to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the

secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

J. Organization of Condominium Unit Owners

The name of the Trust which has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the Liberty Commons Condominium Trust under Declaration of Trust, dated this date, to be recorded herewith. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed. The name and address of the initial Trustee is:

Autumn Properties, LLC
181 Northampton Street
Easthampton, MA 01027

The aforesaid mailing address of the said Trust may be changed by written notice thereof, signed by one or more of the Trustees thereof, and recorded in said Hampshire County Registry of Deeds.

The Trustees have enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the said Declaration of Trust of Liberty Commons Condominium Trust which is recorded herewith.

K. Encroachments

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the Building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Building stands.

L. Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units

Each unit owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Building.

M. Units Subject to the provisions of this Master Deed, the Unit Deed of each unit, and the By-Laws and Rules and Regulations of the Liberty Commons Condominium Trust

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Liberty Commons Condominium Trust and the By-Laws, and the Rules and Regulations promulgated under the provisions of the Liberty Commons Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record, insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and the Unit Deed, and the Liberty Commons Condominium Trust and the By-laws and rules and regulations adopted thereunder, as the same may be from time to time amended, 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 or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

N. Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

O. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

P. 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 or the intent of any provisions hereof.

Q. Conflicts

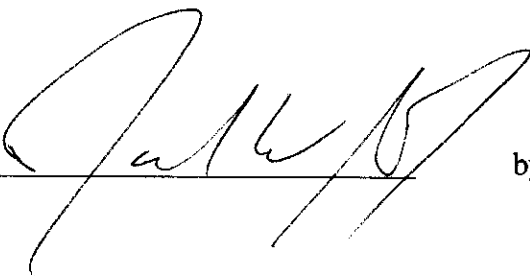
This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.


R. Liability

Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate which constitutes the Liberty Commons Condominium shall be bound by the provisions of this Master Deed. The Declarant shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes the Liberty Commons Condominium

Executed as a sealed instrument this 31st day of March, 2005

Autumn Properties, LLC



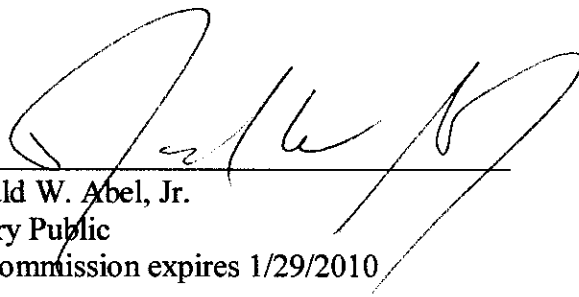
by: 
Thomas J. Boyle, Its Manager

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

March 31, 2005

On this day, before me, the undersigned notary public, personally appeared the above named Thomas J. Boyle, Manager of Autumn Properties, LLC, proved to me through personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Autumn Properties, LLC.



Donald W. Abel, Jr.
Notary Public
My commission expires 1/29/2010

EXHIBIT A

Exhibit A is hereby incorporated by reference into and made a part of the Master Deed of Liberty Commons Condominium.

The premises which constitute the Condominium consists of the following described land and improvements located thereon in Easthampton, Hampshire County, Massachusetts, bounded and described as follows:

A certain parcel of land in Easthampton, Hampshire County, Massachusetts, on the northerly side of Mechanic Street, and being shown as Parcel 3 on a plan of land entitled "Plan of Land in Easthampton, Massachusetts prepared for Autumn Properties, LLC," dated October 3, 2000 by Heritage Surveys, Inc., which plan is recorded in the Hampshire County Registry of Deeds, Plan Book 187, Page 177. Said Parcel 3 being further bounded and described as follows:

Beginning at an iron pin on the north side of Mechanic Street at the southwesterly corner of the premises to be conveyed; then running

- N. 36° 18' 43" W. a distance of one hundred six and 44/100 (106.44) feet along Parcel 2 to an iron pin; then turning and running
- N. 53° 41' 17" E. a distance of three hundred twenty one and 52/100 (321.52) feet along land of the Inhabitants of the Town of Easthampton to a point; then continuing to run
- NORTHEAST by a curve to the right, the radius of said curve being 2,480.18 feet, an arc distance of thirty two and 74/100 (32.74) feet to an iron pin; then turning and running
- S. 32° 42' 10" E. a distance of one hundred twenty one and 33/100 (121.33) feet along land of the Inhabitants of the Town of Easthampton, and land of Rintoul to an iron pin on the northerly side of Mechanic Street; then turning and running
- S. 57° 11' 21" W. a distance of one hundred twenty six and 28/100 (126.28) feet along the northerly side of Mechanic Street to a point; then running
- S. 55° 32' 43" W. a distance of two hundred twenty and 70/100 (220.70) feet along the northerly side of Mechanic Street to an iron pin at the point of beginning

Containing 39,535 sq. ft., more or less.

Subject to the easements, reservations, and restrictions set forth in deeds recorded in Book 2412, Page 335, and Book 3288, Page 79, as applicable.

Together with all the sections of railroad tracks, railroad track material and all appurtenances and rights of way pertaining thereto as described in deed from Richard R. Boyle dated December 22, 1998, and recorded in the Hampshire County Registry of Deeds in Book 5575, Page 214.

Being the same premises conveyed to Autumn Properties, LLC by deed of Donald W. Abel, Jr., dated November 10, 2000 and recorded in the Hampshire County Registry of Deeds in Book 6062, Page 324.

EXHIBIT B

This Exhibit B is incorporated by reference into and made a part of the Master Deed of Liberty Commons Condominium

The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the condominium, are as follows:

RESIDENTIAL UNITS

Key: BR=Bedroom; K=Kitchen, LR/DR= Combination Living Room/Dining Room
B=Bathroom;

Unit Number	Statement of Unit Location	Approx. Area Square Feet	Number & Designation of Rooms	Immediate Common Area/Access	Interest of Unit in Common Areas & Facilities
2-G	2 nd Floor front right corner	660 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.595%
2-H	2 nd Floor rear right corner	747 sq. ft.	BR, LR/DR B, K 4 rooms	Hall	4.595%
2-I	2 nd Floor front right interior	710 sq. ft.	BR, LR/DR B, K 4 rooms	Hall	4.595%
2-J	2 nd Floor rear right interior	704 sq. ft.	BR, LR/DR B, K 4 rooms	Hall	4.595%
2-K	2 nd Floor front left interior	705 sq. ft.	BR, LR/DR B, K 4 rooms	Hall	4.595%
2-L	2 nd Floor rear left interior	706 sq. ft.	BR, LR/DR B, K 4 rooms	Hall	4.595%
2-M	2 nd Floor front left corner	744 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.595%
2-N	2 nd Floor rear left corner	748 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.595%

Unit Number	Statement of Unit Location	Approx. Area Square Feet	Number & Designation of Rooms	Immediate Common Area/Access	Interest of Unit in Common Areas & Facilities
2-O	3 rd Floor front right corner	650 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-P	3 rd Floor rear right corner	737 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-Q	3 rd Floor front right interior	689 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-R	3 rd Floor rear right interior	690 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-S	3 rd Floor front left interior	689 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-T	3 rd Floor rear left interior	688 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-U	3 rd Floor front left corner	728 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%
2-V	3 rd Floor rear left corner	731 sq. ft.	BR, LR/DR, B, K 4 rooms	Hall	4.675%

COMMERCIAL UNIT

The Commercial Unit is located on the first floor and is currently comprised of four commercial spaces, A, C, E and F. It has an approximate area of 6,162 square feet. It is wholly comprised of commercial space. The immediate common areas to which it has access are the exterior entrances and the first floor hallway on the northeast side of the building. It has a 25.84% interest in the common areas and facilities.

EXHIBIT C

This Exhibit C is incorporated by reference into and made a part of the Master Deed of Liberty Commons Condominium

Percentage interest of the Residential Units in the Limited Residential Common Areas
or Limited Residential Common Elements

Unit Number	Percentage Interest
2-G	6.195%
2-H	6.195%
2-I	6.195%
2-J	6.195%
2-K	6.195%
2-L	6.195%
2-M	6.195%
2-N	6.195%
2-O	6.305%
2-P	6.305%
2-Q	6.305%
2-R	6.305%
2-S	6.305%
2-T	6.305%
2-U	6.305%
2-V	6.305%

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE