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MASTER DEED
OF
HARVEST VALLEY CONDOMINIUM

This **MASTER DEED** of Harvest Valley Condominium made this 8th day of April, 2005,

WITNESSETH that DML Development Corp., a Massachusetts corporation with an usual place of business at 262 East Street, Easthampton, Hampshire County, Massachusetts (hereinafter referred to as "Declarant") being the sole owner of certain premises in Easthampton, Hampshire County, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted).

The Declarant intends this condominium be a part of a residential retirement community to be known generally as Harvest Valley Condominium. The entire project will include sixty-five (65) residential condominiums located on the subject property of the Declarant as hereinafter described, and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM: The name of the Condominium shall be Harvest Valley Condominium, hereinafter referred to as "Harvest Valley" or the "Condominium".

2. DESCRIPTION OF LAND: The land submitted to the condominium hereby is shown on a certain plan of land entitled "Plan of Land in Easthampton, Hampshire County, Massachusetts for David M. Lepine" dated June 17, 2004 and recorded in the Hampshire County Registry of Deeds, Plan Book 200, Page 168 (hereinafter the "Site Plan") said parcel being more fully described in "Exhibit A" hereof.

The said premises are subject to and enjoy the benefits of any and all easements and restrictions pertinent to said premises to be recorded with the Hampshire County Registry of Deeds.

Declarant hereby expressly reserves to itself and successors in title and their nominees, the following rights and easements:

- (a) 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 provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonable 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.
- (b) The easement, license, right and privilege to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which any from time to time located in and upon or under the subject property.
- (c) The easement, license, right and privilege to grant, without consent of any Unit Owner or of any holder of a mortgage on a Unit, and easement appurtenant to access over and the right to pass and repass over all roadways, driveways and the like (future and existing) constructed on this subject property.
- (d) The easement, license, right and privilege to pass and repass over all roadways, driveways and the like (future and existing) constructed upon the subject property.
- (e) The right to grant or reserve in the future, without consent of any

Unit Owner or of any holder of a mortgage on a Unit, such other easements, licenses, rights and privileges on, over, across, through and/or under the subject property which the Declarant deems necessary, appropriate or advisable in connection with the development of the Condominium project, 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.

3. LEGAL ORGANIZATION AND DEFINITIONS: All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

The Harvest Valley Condominium Association, hereinafter referred to as the "Association", shall be the organization of unit owners governed according to the terms of the Harvest Valley Condominium Trust, which Association will manage and regulate the Condominium pursuant to the By-Laws of the Association (included in the Harvest Valley Condominium Trust), this instrument, and Chapter 183A of the General Laws of Massachusetts.

The Trustees of the Association shall consist of at least two and not more than five persons (hereinafter "Trustees"). The following two Trustees are hereby appointed by the Declarant, all of whom shall serve until the first annual meeting of unit owners at which Trustees shall be elected by the membership of the Association:

David M. Lepine
262 East Street
Easthampton, MA 01027

Mary E. Lepine
262 East Street
Easthampton, MA 01027

The Officers of the Association shall consist of a President, a Vice-President, a Treasurer, and a Clerk. The initial officers shall be appointed by the

Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees. The President and the Vice-President shall be members of the Association.

The By-Laws of the Association, hereafter the "By-Laws", shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the common areas and facilities of Harvest Valley Condominium, which shall not be in conflict with existing law, the Master Deed or the By-Laws.

Residential Units are the numbered units shown on the Plan described in Section 5 hereof.

Residential Common Area shall mean that portion of the land submitted to the jurisdiction of Chapter 183A of the Mass. General Laws which is shown on the Site Plan and subsequent phases established in the area designated on such plan as "Phase #1 through Phase #5.

4. **MASTER PLANS:** (a) A site plan exhibiting the location and layout of the buildings for Phase #1 (and for proposed future Phases #2-#5), and a set of the floor plans of the buildings showing the layout, location, unit numbers and dimensions of the units, and bearing the verified statement of a Registered Architect or a 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, have been recorded simultaneously with the recording of this Master Deed in the Hampshire County Registry of Deeds, in Book of Plans 204, Pages 118 - 122. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof. The Buildings contain 2, 3 or 4 units. All Buildings shown on the Building Plans are one story wood frame buildings with concrete basements, vinyl siding, and asphalt shingle roofs

(b) The declarant intends, and hereby reserves the right, but not the obligation, to create additional phases to construct fifty-one (51) additional units in buildings containing 2, 3 or 4 units, on the land shown on the plans hereinbefore mentioned. All improvements intended for each future phase will be substantially completed prior to the addition of the phase in question. Improvements in future phases will be consistent with initial improvements in Phase #1 in terms of quality of construction. When, and if, all phases are completed, the Condominium will contain sixty-five (65) units situated in twenty-six (26) buildings. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the premises shown as remaining land of DML Development Corp.. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

The Declarant hereby expressly reserves to it and its successors-in-title and their nominees, for a period ending five (5) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by

vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the 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 in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of the subsequent phases (including the right to create subphases with one or more phases) to change the order of such phases, provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas of the Condominium land for access to and from buildings and parking spaces located on other Phases.

The Declarant also reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and buildings for the purpose of installing cable television lines serving the units of the Condominium and such other equipment as may be necessary for the installation and operation of the same.

The post office address of the Condominium is 273 East Street, Easthampton, Massachusetts 01027.

5. DESCRIPTION OF BUILDINGS AND UNITS:

(a) Phase # 1 of the Condominium consists of seven (7) buildings in number (the "Buildings") containing a total of fourteen (14) Residential Units having such characteristics as set forth in Schedule A hereinafter referred to .

(b) A description of each residential Unit comprising Phase #1 of the Condominium, a statement of its approximate area and number of rooms, are set forth on Schedule "A", attached hereto and made a part hereof, all as shown on the said Condominium Plans hereinabove referred to , which show the layout, location, unit numbers, and dimensions of the units as built.

6. **INTEREST OF UNIT OWNER:** The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in Schedule "A" attached hereto. The percentage interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit at the date hereof bears to the aggregate fair value of all the Units, Phase #1 only. As additional phases are included by amendment to the Master Deed, Schedule "A" will also be amended to reflect the change in Appurtenant Interest. Schedule B hereof depicts projected changes to the percentages in Schedule A for relative values for use in determining the percentages for all the Units when all additional phases (Phase#2 through Phase #5) of the Condominiums are added. Schedule C provides relative values for use in determining the percentages for all the Units when the additional phases of the condominium are completed.

7. BOUNDARIES OF UNITS:

(a) The boundaries of the units are as follows:

Floors: The upper surface of the joist on which the floor rests or concrete floor as the case may be.

Walls and Ceilings: As to walls and ceilings the plane of the interior surface of the joists or studs or concrete walls in basements. If any person shall own two or more adjoining units, the owner of said units shall have the right and easement to provide interior access through any adjoining wall, floor or ceiling, provided that such access complies with the buildings and zoning laws of the City of Easthampton and the owner complies with the procedures set forth in Section 10 hereof and in the By-Laws for creating such access.

Windows and Doors: As to doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

Covered Porch and Garage: As to covered porch and garage, the plane of the interior surface of the joists or studs or concrete.

Each Unit includes the ownership of all utility lines, heating and cooling duct work, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each such unit above the floor and outside of the walls thereof.

(b) Each Unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS:

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

9. MODIFICATION OF UNITS: No owner of any Unit may, at any time make any change or modifications of the exterior of said Unit or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services; however, such owner may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association and any Rules and Regulations promulgated thereunder.

10. RESTRICTIONS ON USE OF UNITS AND CONDOMINIUM

COMMON AREAS:The following use restrictions shall apply to the each Unit:

(a) Residential Units are hereby restricted to residential use by the Unit Owner(s) thereof except as permitted by the Board of Trustees under the By-Laws. Residential Units shall be permanently occupied by no more than two persons per bedroom as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, its successors or assigns, have the right, until all units in

the Harvest Valley Condominium have been sold by it, to use any Unit or common or community area or facility owned by it for models and for sales, construction, storage and administration. The said Declarant, its successors and assigns shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired by it, upon such terms and for such periods as Declarant in its sole discretion shall determine.

(b) No industry business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the common area immediately adjacent to the Units nor in any Unit, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any Unit be used or rented for transient, hotel or motel purposes. Notwithstanding the foregoing, the Declarant and the Trustees, or their agents may place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.

(c) No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Harvest Valley Condominium and the rules and Regulations from time to time adopted pursuant thereto.

(d) Notwithstanding the foregoing, until the Declarant or its successors-in-title or its nominees may have sold and conveyed all of the units, the Declarant and its successors-in-title or its nominees, may use one or more units for a sales office or model

(e) Ownership and occupancy of a unit is limited to "qualified buyers" and occupants, meeting the requirements of the Harvest Valley Condominium Ownership/Residency Criteria hereto attached as "SCHEDULE D",

as the same may from time to time be amended. Said Trustees shall make an independent judgment.

(f) No unit shall be occupied by any person under fifty-five (55) years of age, unless they are attendants or parents of disabled persons.

(g) 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 he owns the same;

(h) No improvement or other alteration shall be made to the interior or exterior of any unit without the prior consent of the Trustees of the Harvest Valley Condominium, which consent shall not be unreasonably withheld and in any case, no improvement or alteration may be made to any unit which in the judgment of the said Trustees would impair the aesthetic continuity, structural integrity or the mechanical systems of the condominium or which would diminish the structural support of any portion of the land or buildings thereon;

(i) The Trustees, or their designated agent, may retain a pass key to the units for use in emergency situations only. No owner shall alter any lock or install a new lock on any door of the premises without the written consent of such Trustee. In case such consent is given, the owner shall provide the Trustees, or their agent, with an additional key pursuant to its right of access to the demised premises.

(j) Nothing shall be done in any Residential Unit or in, on or to the Common elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

(k) Owners shall not paint, stain, or otherwise change the color of

any exterior portion of any Building.

(l) No noxious or offensive activity shall be carried on in any Unit or in the common area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the Buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio on the premises causing disturbance to other owners or occupants.

(m) Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Easthampton, including but not limited to the Special Permit issued by the City of Easthampton Planning Board on May 13, 2004, recorded with the Hampshire Registry of Deeds in Book 7882, Page 170, and the terms and conditions of the Order of Conditions issued by the City of Easthampton Conservation Commission on June 28, 2004, recorded with said Registry, in Book 7882, Page 173, and shall save the Association, or other owners, harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(n) Dogs not exceeding 30 pounds in weight, (except by written approval of the association) indoor cats, fish and other animals commonly kept as house pets may be kept in the Unit provided that any such pet must be kept on a leash at all times while present in the common elements and any waste created by any such pet shall be removed from the Common Elements and disposed of by the unit owner. The Board shall have the right to regulate the presence of pets in the condominium in Rules and Regulations adopted by it pursuant to the By-Laws.

(o) Owners shall be held responsible for the actions of their children, family members, tenants, invitees and their guests.

(p) No part of the Common Elements, including but not limited to the streets servicing the complex, shall be used for parking or storing of automobiles trucks, other commercial vehicles, boats, campers, trailers, or other vehicles, items or goods. Trash containers are prohibited from the common element except on trash pick-up days.

(q) No part of the premises shall be used for repairing, maintaining or washing any vehicle (washing of vehicles is permitted in owner's driveway). Provided further, any private passenger automobile of any type that is inoperable, and/or unregistered, is prohibited from the Harvest Valley Condominium.

(r) The decks, porches and appurtenances thereto are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association. Provided, however, that other than chairs, benches and tables of such number, nature and of such type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, clotheslines, hanging clothing, blankets or other like items are to be affixed, placed or stored on said porches, or decks except with the approval of the Trustees of the Association.

(s) The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees.

(t) The Association also reserves the right and easement to enter

onto the premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining units, common areas and facilities and to perform any obligations of the Association, respectively, required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(u) The maintenance, repair and improvement of the exterior portions of the Residential Units, including decks shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Condominium as any other common expense.

(v) These restrictions shall be for the benefit of the owners of all of the units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a unit shall be liable for any breach of the provisions of this Section 10. except such as may occur during his or her ownership thereof.

(w) All sixty-five(65) Units within Harvest Valley Condominium shall remain one story units and shall not be converted to exceed one story. In connection therewith, all unit deeds for any unit within the Harvest Valley Condominium shall specifically include this restriction.

(x) In addition all Unit Deeds shall contain the following restrictions and/or covenants.:

1. "A certain portion of the common area is subject to the Wetlands Protection Act. Limitations have been established as shown on plans on file with Easthampton Conservation Commission. A naturally vegetated buffer shall be

maintained between the developed area and the wetland/river front areas. Any work done within the 200' buffer zone may require an Order Of Conditions, and /or a Determination Of Applicability from the Easthampton Conservation Commission."

2. "There shall be no application of fertilizers or pesticides to the lawns or gardens in the buffer zone or any areas contributing run off to the wetland or river front."

3. "No condominium unit shall be converted to two stories."

4. "There shall be no on street parking within the condominium".

5. There shall be no under ground storage of fuel or other hazardous substances on the property within the Buffer Zone and/or the river front area as established by the City of Easthampton Conservation Commission.

11. UNIT APPURTENANCES:

Appurtenant to each Unit are the following:

(a) An easement for the exclusive use of the, porches and decks to which the sole access is from the unit.

(b) Each unit has an attached garage which is a portion of said unit. The access to said garage from the common roadway shown on the Condominium plan above mentioned is over a driveway situated between said garage and said common roadway. Each Unit Owner has an exclusive easement to use the driveway situated between the common roadway and the Unit Owners

garage for parking, and as access to said garage. The exclusive parking easements shall be under the control of the HARVEST VALLEY CONDOMINIUM ASSOCIATION.

(c) The right to use, in common with the owners of other units served thereby, all utility lines and other common facilities located in any of the other units or in the common area described in Section 8. hereof, and serving that unit. Nothing herein shall be construed to limit the right of any owner of a unit to use other non-exclusive common areas and facilities in accordance with their intended purposes.

(d) Membership in the Association which shall be in the same percentage as the Unit Owner's common interest, which membership is not assignable nor severable from ownership of such unit.

12. COMMON AREAS AND FACILITIES: The common areas and facilities of the Harvest Valley Condominium (the "Common Elements") comprise and consist of:

(a) land described in paragraph 2 hereof, as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in paragraph 2 hereof and common areas and facilities shown on the Site Plan;

(b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the Units comprising the Condominium.

(c) Installations of central services such as power, cable television, light, telephone, gas, water and sprinkler systems, subject to easement and ownership rights in servicing entities.

(d) All utility lines and other facilities contained within the common areas and/or within any unit except those which exclusively serve individual units and are located within the individual units.

(e) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefore.

(f) Subject to the provisions of paragraph 11 hereof, porches, decks, yards, lawns, gardens, driveway, walkways, roadways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants.

(g) The outdoor, off-street parking spaces located entirely within the driveway for each Unit.

(h) All other parts of the premises not defined as part of the units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) or on the premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein.

(i) All other items listed as such in said Chapter 183A and located on the land described in paragraph 2. hereof.

13. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other unit or upon a portion of the Common Areas and Facilities, or if any portion of the Common Areas and Facilities, now or hereafter, encroaches upon any unit as a result of the alteration or repair of such buildings or unit, the settling of a building, or a unit therein as a result of repair or restoration of a building or any unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as the buildings stand.

14. AMENDMENT OF MASTER DEED: This Master Deed may be amended from time to time by written instrument signed and acknowledged by seventy-five percent (75%) or more of the unit owners in the aggregate in interest of the undivided ownership of the common areas and facilities of the Condominium and filed with the Hampshire County Registry of Deeds; provided, however, that the assent by a unit owner of a unit encumbered by a first mortgage upon an instrument of amendment of this Master Deed shall not be effective unless countersigned on said instrument of amendment or otherwise assented to upon a document filed with said Registry by the holder of such first mortgage; provided, further, that the percentage of undivided interest of each unit owner in the Common areas and facilities, as expressed in and as may be amended pursuant to this Master Deed, shall not be otherwise altered without the consent of all unit owners and all holders of first mortgages of record on units.

Notwithstanding the foregoing, Declarant, or its assigns or its successors in title to all or any portion of the Condominium may, at any time, without the consent of any unit owner, or any mortgagee, unilaterally amend this Master Deed so as to submit to the provisions of Chapter 183A of the Massachusetts General Laws all or any combination of the units described in the attached Schedule B which are hereafter constructed in the locations shown as Phase #1 and to add more units in the areas known as "convertible common areas" shown as Phase #2 through Phase #5 on the Site Plan referred to in Section 2 hereof (the "Additions"). Declarant shall have the right to convert any or all of the "Convertible Common Areas" into the Units, Common Areas of Limited Common Areas, and to reallocate the undivided interest of Units in the Common Areas to reflect the addition of new units out of the Convertible Common Areas. Any such units may be added in any sequence and at any location in Declarant's sole discretion and nothing contained herein shall constitute a warranty or representation obligating the Declarant to so construct or dedicate additional buildings or units. Any such amendment shall contain with respect to any such

additions, all of the particulars required by said Chapter 183A.

With respect to the Additions to the Condominium referred to in the foregoing provisions, the following shall apply:

(1) The Declarant or its successors in interest shall have the right, prior to creating any new phase, to change the number, size, layout, location and percentage interest in the common elements of units in said new phases, provided that no such change shall increase the relative percentage interest in common areas and facilities set forth in this Master Deed or any amendment thereto with respect to units in Phase #1 after such units have been submitted to the provisions of Chapter 183A of the General Laws of Massachusetts.

(2) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this Paragraph, to develop and construct the Additions and all roads, ways, utilities and other improvements and amenities pertaining thereto and to grant easements across, under, over and through the land or any portion thereof which Declarant deems necessary or convenient in connection with the development, construction or use of the Additions.

(3) Nothing herein shall be deemed to obligate the Declarant to commence or complete construction of additional buildings or other improvements on the remaining phases.

(4) The Declarant expressly reserves and shall have the right to make such use of the common areas and facilities of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete construction of any buildings or other improvements on subsequent phases.

(5) In the event that the Declarant, its successors and assigns shall not include any or shall include some but not all of the phases subsequent to Phase #1 in the Condominium by a date twenty (20) years from the date of recording of this Master Deed, then the right reserved in this Paragraph shall terminate and be of no effect with respect to any of the additional phases, or any part thereof, as shown on the Site Plan, and said additional phases shall thereupon become part of the common elements of this Condominium already completed.

(6) Any right or power reserved to Declarant in this Paragraph 14 or elsewhere in this Master Deed may be conveyed and assigned absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a unit of the Condominium shall not operate in a transfer of any such right or power.

(7) Upon completion and inclusion in the Condominium of sixty-five (65) residential units, or at such earlier time as the Declarant shall acknowledge in writing that it has waived any further right to add Units to the Condominium pursuant to this Section and has obtained the prior written approval of such waiver of any mortgagee or other party having a security interest of record in the Declarant's right to phase the Condominium, the Declarant pursuant to and in accordance with this Section, shall execute and file a Restated Master Deed of Harvest Valley Condominium comprising and consolidating Phase #1, and all such subsequent phases as if the entire Condominium, including all of such phases, were then and thereby established as a completed condominium upon and pursuant to the provisions applicable thereto as set forth in this Master Deed and in the amendments by which such subsequent phases are included, and in any other amendments hereto which have been duly made and filed, which Restated Master Deed shall thereupon supersede this Master Deed and all such amendments and shall be and constitute the Master Deed of Harvest Valley

Condominium as so completed.

Declarant further reserves the right and power to amend this Master Deed to comply with requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

All unit owners, unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to all such amendments by Declarant and grant to Declarant and its successors and assigns an irrevocable power of attorney coupled with an interest, to execute, seal, deliver and file on their behalf any and all such amendments. In no event, however, shall (i) the total number of units in the entire Harvest Valley Condominium exceed sixty-five (65) residential Units; (ii) the unit owners amend this Master Deed in any fashion which would interfere with Developer's right to complete the Condominium and add units as aforesaid.

This Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-six and two-thirds (66-2/3%) percent in the interest of the unit owners and written consent of the holders of a majority of the first mortgages on mortgaged units.

If the amendment involves a change in percentage interest of unit owners in the Common Areas and Facilities, such vote change shall require approval by one hundred percent (100%) in interest of the unit owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged units.

No amendment shall be effective until recorded with the Hampshire County Registry of Deeds.

15. COMMON AREA MAINTENANCE REQUIRED BY THE CITY OF EASTHAMPTON. The association shall be responsible for the performance and payment of the following required maintenance to the common areas of Harvest Valley Condominium:

(a) Continued maintenance within resource areas or the Buffer Zone in a manner which insures permanent stabilization and precludes any soil erosion, whenever necessary.

(b) Continued maintenance as necessary of the drainage/flood storage system, including but not limited to repairs necessitated by failure of said system.

(c) The continued maintenance as necessary of all culverts collection basins, traps, retention and detention ponds, outlet structures and other elements of drainage systems unless put into an easement to the City of Easthampton in order avoid blockages and siltation which might cause failure of the system and/or detrimental impacts to on site or off site resource areas, and shall maintain the integrity of vegetative cover on the site.

(d) Storm water catch basin maintenance reports shall be submitted to the City of Easthampton Conservation Commission on a quarterly basis. The storm water detention basin(s) shall be maintained in good hydrologic condition, and kept free of any litter refuse or other extraneous matter. In addition, any drainage structure or detention/retention basin on condominium common area property without an Easement to the City of Easthampton shall be maintained by the association.

16. TERMINATION. The unit owners may remove the property from the

provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the unit owners shall be deemed to own the condominium property as tenants in common, with undivided interest therein in the percentage of undivided interest previously owned by each owner in the common areas and facilities.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

The unit owners may not remove the property from the provisions of Chapter 183A, as amended, and this Master Deed until the later of (1) the date after amending the Master Deed to include all sixty-five(65) residential units of the proposed project, the Declarant has conveyed all of the proposed units to unit owners, or (2) twenty (20) years after the date of recording of this Master Deed.

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

Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

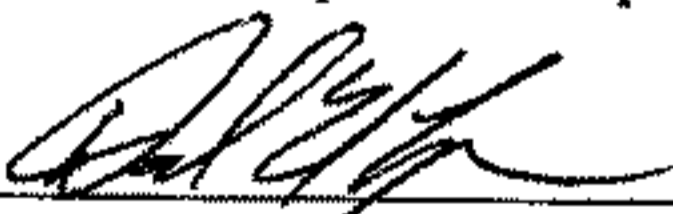
Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as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

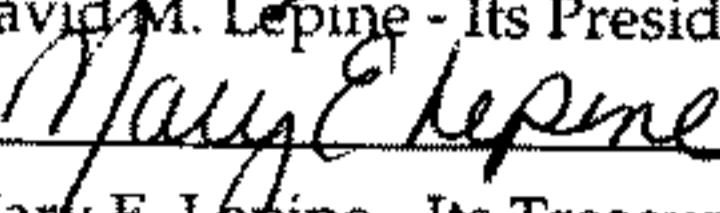
Conflicts. This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the unit owners acting through the Association or their respective legal representative, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. The said unit owner shall, in the event any action be instituted to enforce these restrictions, in addition to the Court order enforcing said restriction, be liable for the legal expenses incurred by the Association.

IN WITNESS WHEREOF, the said DML Development Corp. has caused this instrument to be executed as a sealed instrument on this 8th day of April, 2005.

DML Development Corp.

By 
David M. Lepine - Its President

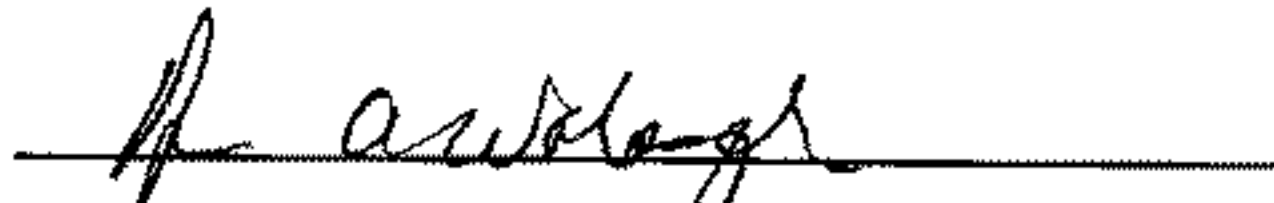
By 
Mary E. Lepine - Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

April 8 ,2005

On this 8th day of April, 2005, before me, the undersigned Notary Public, personally appeared David M. Lepine, President of DML Development Corp. who proved to me through satisfactory evidence of identification which was personally known by me 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, and acknowledges that it is the free act and deed of DML Development Corp.


Roger A. Walaszek - Notary Public

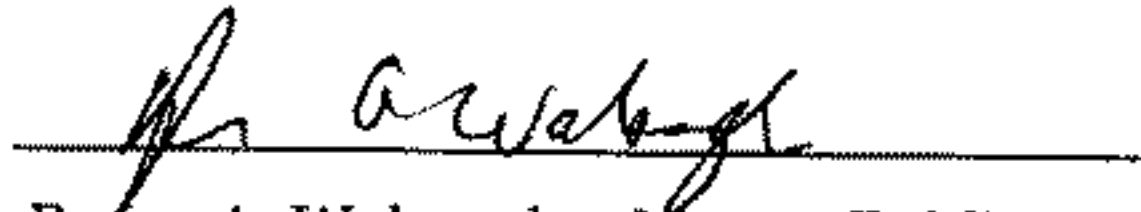
My Commission expires:08/15/08

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

April 8 ,2005

On this 8th day of April, 2005, before me, the undersigned Notary Public, personally appeared, Mary E. Lepine, Treasurer of DML Development Corp. who proved to me through satisfactory evidence of identification which was that she is personally known by me 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, and acknowledges that it is the free act and deed of DML Development Corp.


Roger A. Walaszek - Notary Public

My Commission expires:08/15/08

HARVEST VALLEY CONDOMINIUM MASTER DEED

SCHEDULE A

LEGEND

G	=	Great Room	FB	=	Full Bath
D	=	Dining Room	P	=	Covered Porch
K	=	Kitchen	B	=	Basement
BR	=	Bedroom	Garage	=	A two-car garage is built into each unit

UNIT #	UNIT TYPE	APPROXIMATE LIVING SPACE		PERCENTAGE COMMON
		AREA (SQ. FT.)	ROOMS	AREA
1	1	1292	G,D,K,2BR,2FB,P,B	7.0044
2	1	1292	G,D,K,2BR,2FB,P,B	7.0044
3	2	1532	G,D,K,2BR,2FB,P,B	7.3919
4	1	1292	G,D,K,2BR,2FB,P,B	7.0044
5	2	1532	G,D,K,2BR,2FB,P,B	7.3919
6	1	1292	G,D,K,2BR,2FB,P,B	7.0044
7	1	1292	G,D,K,2BR,2FB,P,B	7.0044
8	2	1532	G,D,K,2BR,2FB,P,B	7.3919
9	1	1292	G,D,K,2BR,2FB,P,B	7.0044
10	1	1292	G,D,K,2BR,2FB,P,B	7.0044
11	1	1292	G,D,K,2BR,2FB,P,B	7.0044
12	2	1532	G,D,K,2BR,2FB,P,B	7.3919
13	2	1532	G,D,K,2BR,2FB,P,B	7.3919
14	1	1292	G,D,K,2BR,2FB,P,B	7.0044

HARVEST VALLEY CONDOMINIUM MASTER DEED

SCHEDULE B

<u>Area Name</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage (Common Area)</u>	<u>Percentage (including next Additional Phase) Common Area</u>	<u>Percentage (including all Additional phases) Common Area</u>
Phase 1	1	1	7.0044	3.5932	1.5051
	2	1	7.0044	3.5932	1.5051
	3	2	7.3919	3.7920	1.5884
	4	1	7.0044	3.5932	1.5051
	5	2	7.3919	3.7920	1.5884
	6	1	7.0044	3.5932	1.5051
	7	1	7.0044	3.5932	1.5051
	8	2	7.3919	3.7920	1.5884
	9	1	7.0044	3.5932	1.5051
	10	1	7.0044	3.5932	1.5051
	11	1	7.0044	3.5932	1.5051
	12	2	7.3919	3.7920	1.5884
	13	2	7.3919	3.7920	1.5884
	14	1	7.0044	3.5932	1.5051
Phase 2	15	2	3.7920	2.5707	1.5884
	16	2	3.7920	2.5707	1.5884
	17	2	3.7920	2.5707	1.5884
	18	2	3.7920	2.5707	1.5884
	19	2	3.7920	2.5707	1.5884
	20	1	3.5932	2.4359	1.5051
	21	2	3.7920	2.5707	1.5884
	22	2	3.7920	2.5707	1.5884

"SCHEDULE B" Continued

<u>Area Name</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Common Area</u>	<u>Percentage (including next Additional Phase) Common Area</u>	<u>Percentage (including all Additional phases) Common Area</u>
	23	1	3.5932	2.4359	1.5051
	24	2	3.7920	2.5707	1.5884
	25	2	3.7920	2.5707	1.5884
	26	1	3.5932	2.4359	1.5051
	27	2	3.7920	2.5707	1.5884
Phase 3	28	2	2.5707	1.9830	1.5884
	29	2	2.5707	1.9830	1.5884
	30	1	2.4359	1.8790	1.5051
	31	1	2.4359	1.8790	1.5051
	32	1	2.4359	1.8790	1.5051
	33	1	2.4359	1.8790	1.5051
	34	1	2.4359	1.8790	1.5051
	35	1	2.4359	1.8790	1.5051
	36	2	2.5707	1.9830	1.5884
	37	2	2.5707	1.9830	1.5884
	38	1	2.4359	1.8790	1.5051
	39	1	2.4359	1.8790	1.5051
	40	1	2.4359	1.8790	1.5051
Phase 4	41	1	1.8790	1.5051	1.5051
	42	2	1.9830	1.5884	1.5884
	43	2	1.9830	1.5884	1.5884
	44	2	1.9830	1.5884	1.5884
	45	1	1.8790	1.5051	1.5051

"SCHEDULE B" Continued

<u>Area</u> <u>Name</u>	<u>Unit</u> <u>Number</u>	<u>Unit</u> <u>Type</u>	<u>Percentage</u> <u>Common Area)</u>	<u>Percentage</u> <u>(including next</u> <u>Additional Phase)</u> <u>Common Area</u>	<u>Percentage</u> <u>(including all</u> <u>Additional phases)</u> <u>Common Area</u>
	46	1	1.8790	1.5051	1.5051
	47	1	1.8790	1.5051	1.5051
	48	1	1.8790	1.5051	1.5051
	49	1	1.8790	1.5051	1.5051
	50	1	1.8790	1.5051	1.5051
	51	1	1.8790	1.5051	1.5051
	52	1	1.8790	1.5051	1.5051
Phase 5					
	53	2	1.5884		1.5884
	54	1	1.5051		1.5051
	55	2	1.5884		1.5884
	56	1	1.5051		1.5051
	57	1	1.5051		1.5051
	58	1	1.5051		1.5051
	59	1	1.5051		1.5051
	60	1	1.5051		1.5051
	61	1	1.5051		1.5051
	62	1	1.5051		1.5051
	63	1	1.5051		1.5051
	64	2	1.5884		1.5884
	65	2	1.5884		1.5884

HARVEST VALLEY CONDOMINIUM MASTER DEED

SCHEDULE C

The Declarant has selected the following two (2) unit types with the characteristics described and has, for purposes of the percentage calculations required by Chapter 183A, Section 5, assigned the values listed to each unit:

<u>UNIT TYPE</u>	<u>FEATURES</u>	<u>RELATIVE FAIR MARKET VALUE</u>
1	Great Room, Dining Room; Kitchen; 2 bedrooms; 2 full baths; foyer; full basement; covered porch; 2 car garage; containing approx. 1292 sq. Ft.	\$235,000.00 *
2	Great Room, Dining Room; Kitchen; 2 bedrooms; 2 full baths; foyer; full basement; covered porch; 2 car garage; containing approx. 1532 sq. Ft.	\$248,000.00 *

* The foregoing values are meant only to assign relative values to the Units as of the date of this Master Deed and not to express the Declarant's understanding the value of the Units at any other time.

**HARVEST VALLEY CONDOMINIUM
MASTER DEED
"SCHEDULE D"**

OWNERSHIP/RESIDENCY CRITERIA

All prospective owners and residents must be approved in advance by the Trustees of the Harvest Valley Condominium, who shall make an independent judgment whether each prospective owner qualifies for purchase of a unit and whether each prospective resident qualifies for residency at Harvest Valley Condominium.

1. **AGE REQUIREMENTS**

NO UNIT SHALL BE OCCUPIED BY ANY PERSON UNDER FIFTY-FIVE (55) YEARS OF AGE, UNLESS THEY ARE ATTENDANTS OR PARENTS OF DISABLED PERSONS.

2. **Special Ownership Rules.** Any unit may be held in trust of which the occupant is/are the beneficiary. These Residency/Occupancy provisions and the Master Deed, however, shall apply to the beneficiaries of such trust and all tenants of the Trustee, but the Trustee him/herself shall not be required to meet said occupancy requirements unless said Trustee is to actually occupy the Unit.

3. **Ownership/Rental.** A unit need not be owned by its resident(s). All units are, however, intended for residential, as opposed to transient use. As such, no owner may rent a unit for a term of less than one (1) year and no owner may allow a unit to be occupied, on a non-rental basis, for any period of less than one (1) year. All leases shall be in writing and shall be approved, in advance, by said Trustees and shall comply with the following:

- (a) Be in writing and apply to the entire unit, and not merely a portion

- thereof; and
- (b) Expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium , the Declaration of Trust of the Harvest Valley Condominium Trust No. 2, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement;
- (c) Contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

“THE CONDOMINIUM UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH (EXCEPT FOR CERTAIN CONDOMINIUM UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE CONDOMINIUM ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE UNITS WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE HARVEST VALLEY CONDOMINIUM AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE HARVEST VALLEY CONDOMINIUM (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISION OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT);”and

(d) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, The Declaration of Trust of the Harvest Valley Condominium and the By-Laws and Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Trustees of Harvest Valley 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:

1. 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 Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

2. If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the owner of the affected unit in accordance with the provisions of Section XX of the 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. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, 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.

3. The Trustees shall be entitled to levy a fine or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.

4. All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process action or actions, and the Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.

(e) The Unit Owner shall make reasonable efforts, as his expense and upon his initiative to inform rental agents of the provision of this section, 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 section.

(f) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

(g) A true copy of the lease occupancy agreement shall be delivered to the Trustees forthwith upon its execution

(h) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

(i) 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, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(j) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

A certain tract or parcel of land on the northwesterly side of East Street, Easthampton, Hampshire County, Massachusetts, as shown on a plan of land entitled "Plan Of Land In Easthampton, Massachusetts, Hampshire County Prepared for David M. Lepine" dated June 17, 2004, Huntley Associates, P.C. recorded with the Hampshire County Registry of Deeds in Plan Book 200, Page 168, which parcel is more particularly bounded and described as follows:

Beginning at an iron pin found set in the said northwesterly side of East Street, which iron pin marks the northeasterly corner of land now or formerly of Cedric H. & Jeannette G. Domina, and the southeasterly corner of the parcel described herein; thence proceeding N. 68 degrees 39' 44" W. a distance of 156.89', along land now or formerly of said Cedric H. & Jeannette G. Domina and land now of formerly of God is Love Ministries, Inc. to a rebar to be set; thence turning and running N. 87 degrees 22' 08" W. a distance of 516.18' to a rebar to be set; thence turning and running S. 79 degrees 10' 44" W. a distance of 213.84' to a rebar to be set, the last two courses being along land now or formerly of the said God is Love Ministries, Inc.; thence turning and running in a northerly direction a distance of 1289', more or less along the center line of a brook to an unmarked point; thence turning and running S. 06 degrees 06' 00" E. a distance of 12' more or less, to a rebar to be set; thence turning and running N. 82 degrees 25' 00" E. a distance 250.00' to a rebar to be set; thence turning and running N. 18 degrees 10' 00" W. a distance of 200.18' to an iron pin set (typical), the last two courses being along land now or formerly of Bradley A. Nelson; thence turning and running N. 80 degrees 08' 00" E. a distance of 150.00' to an iron pin found; thence turning and running N. 18 degrees 10' 00" W. a distance of 100.00' to an iron pin found set in the southerly sideline of Ferry Street, the last two courses being along land now or formerly of Henry J. & Michalena Saletenik; thence turning and running N. 80 degrees 08' 00" E. a distance of 34.99' along the southerly sideline of said Ferry Street to an iron pin found; thence turning and running S. 17 degrees 07' 00" E. a distance of 100.00' to a rebar to be set; thence turning and running N. 79 degrees 13' 00" E. a distance 115.00' to an iron pin found, the last two courses being along land now or formerly of Roger D. Thouin; thence turning and running N. 83 degrees 20' 51" E. a distance of 141.00' to an iron pin found; thence turning and running N. 24 degrees 36' 00" W. a distance of 103.40' to a rebar to be set in the southerly sideline of said Ferry Street, the last two courses being along land now or formerly of Rebecca C. Parsons; thence turning and running S. 85 degrees 17' 00" E. a distance of 40.41' along the southerly sideline of said Ferry Street to a rebar to be set; thence turning and running S 24 degrees 36' 00" E. a distance of 95.10' to an iron pin found; thence turning and running N. 83 degrees 20' 00" E. a distance of 132.61' to an iron pin found, the last two courses being along land now or formerly of Kathy Ann Szpila and Daniel E. Shepard; thence turning and running S 24 degrees 38' 00" E. a distance of 537.83' along land now or formerly of Raymond J. Zaraya and Jack D. Zaraya and along land now or formerly of Robert A. St. Pierre to a found monument; thence turning and running S. 67degrees 15' 24" W. a distance of 91.80' along land now or formerly of John M. and Leanne L. Cronin to a rebar to be set; thence turning and running S. 72 degrees 37' 11" W. a distance of 232.76' along land now or formerly of Mathias H. Duda and Louise C. Duda to a rebar to be set; thence turning and running S. 46 degrees 45' 17" W. a distance of 124.90' to an iron pin set (typical); thence turning and running S. 48 degrees 39' 59" E. a distance of 290.00' to a rebar to be set in the northwesterly sideline of said East Street; thence turning and running S. 46 degrees 57' 24" W. a distance of 210.03' to a rebar to be set, the last two courses being along land now or formerly of Shelly Duda and Clay Duda; thence turning and running S. 37 degrees 31' 22" W., a distance of 275.47' to the iron pin found at the place of beginning, the last two courses being along the northwesterly sideline of said East Street. Containing 22.988 acres more or less.

Being the same premises Conveyed to DML Development Corp., by Deed of David M. Lepine, recorded with the Hampshire County Registry of Deeds in Book 7882, Page 168.

"EXHIBIT A"

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