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**CONDOMINIUM MASTER DEED  
HATFIELD VILLAGE CONDOMINIUM  
ELM STREET  
HATFIELD, MASSACHUSETTS**

**(a) Creation of Condominium.**

I. The undersigned, Hatfield Village, LLC, a Massachusetts limited liability company having its principal office at 61 Elm Street, Hatfield, Massachusetts 01038, (the "Declarant"), being the sole owner of the land with the buildings thereon at Elm Street, Hatfield, Hampshire County, Massachusetts 01002, 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 thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"), and does hereby state it proposes to create, and does hereby create, a condominium (the "Condominium") with respect to the Subject Property, to be governed by and subject to the provisions of the Act.

II. Condominium Phasing.

The Declarant plans to develop the Condominium as a phased condominium, each phase of which shall include one or more building(s) (the "Buildings") each containing two Units. Section (h) III hereof sets forth the Declarant's reserved easements and rights to add Buildings, Units, and Phases (as such terms are defined below) to the Condominium, and the procedure whereby the Declarant may amend this Master Deed to so add Phases to the Condominium. The Condominium shall initially be composed of Phase I, comprised of Building 1 as described in Section (c) below. The Declarant's intention is to add additional Phases, each of which shall consist of one or more buildings. If all contemplated Phases are added, the Condominium will consist of a total of forty four (44) Units.

**(b) Description of Land.**

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the buildings and improvements thereon. The Declarant hereby expressly reserves to itself 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, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of (a) satisfying any special permit or variance requirement for

the Town of Hatfield and (b) installing cable television lines and utilities serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right (but not the obligation) to install cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium buildings.

(c) Description of Buildings.

There is one (1) Building, Building 1 on the land. The Building is described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. The Building contains two (2) Units.

(d) Description of Units, Patios, Heating and Cooling Systems, and Parking.

I. Units.

The designation of each Unit, and a 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 C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The Declarant reserves the easement and right to change the number, size, location, and configuration of Units at any time and from time to time as set forth in section (m) hereof. The boundaries of each of the Units with respect to the floors, ceilings, and walls thereof are as follows:

Each Unit shall be one of two units in a two-family, free-standing house and to that end, the boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- (i) Concrete Floors: as to basements, the plane of the lower surface of the concrete basement floor slab. As to other floors, the upper surface of the subflooring.
- (ii) Walls: The plane of the wall studs facing the interior of the Unit.
- (iii) Doors and Windows: as to exterior doors, door frames, and exterior windows and window frames, the exterior surfaces thereof, but no Unit Owner shall paint, decorate, or in any way alter or change an exterior door, door frame, window or window frame. The maintenance, repair and replacement of all exterior doors, door frames, and exterior windows and window frames shall be performed by the Condominium Trust at the expense of the Unit Owner. The Unit Owner shall be responsible for the replacement of all glass in windows and doors.
- (iv) Units are heated by means of a separate heating, ventilating and air conditioning system, all portions of which, whether located within or without the Unit, are a part of the Unit which it serves.
- (v) Each Unit includes the ownership of all utility installations (including but not limited to a hot water heater) whether or not contained therein set aside for the exclusive use of said Unit, which exclusively serve the Unit.

- (vi) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the Units served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways on the Subject Property herein referred to, the common areas and facilities.
- (vii) Each Unit shall have as Limited Common Area appurtenant thereto the driveway, patio and walkway which serve the Unit as shown on the Site Plan (as defined in Section f). This Limited Common Area is herein called an "Exclusive Use Area" or an "EUA."
- (viii) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Section (e) hereof, in common with the other Units in the condominium, except for the EUAs which are reserved for the exclusive use of the Units to which such EUAs appertain.

## II. Patios.

Each Unit shall have direct access to a patio, which shall be located on the EUA appurtenant to the Unit. Patios shall not be enclosed or used as rooms unless the Patio was enclosed by the Declarant. The responsibility to maintain, repair and replace all non-structural portions of a patio shall be that of the owner of the Unit to which such patio is appurtenant. Structural repairs and replacement shall be the responsibility of the Condominium Trust. Unit Owners whose Units have direct access to a patio shall maintain, repair and replace the patio in a neat and orderly condition.

## III. Heating and Cooling Systems.

Each Unit is heated by means of a separate Unit-controlled gas fired heating and air conditioning system (a "Unit HVAC System").

Hot water for each Unit is supplied by a gas hot water heater located in the Unit.

Each Unit Owner shall be responsible for (a) the cost heating and cooling his Unit, (b) the maintenance, operation, repair, and replacement of, and electricity required to operate (x) the Unit HVAC System, including all portions of the same whether located within or without the Unit (y) the hot water heater in his Unit, and (z) all pipes, wires, controls, conduits, and equipment appurtenant to the foregoing, whether located within or without the Unit.

The Trustees shall be responsible for the maintenance, operation, repair and replacement of the heating and cooling systems that serve areas of the Condominium other than Units.

Each Unit Owner shall keep his Unit heated to a temperature of not less than 50 degrees Fahrenheit to avoid the possibility that pipes will freeze.

## IV. Parking.

- (i) Each Unit has a garage, which is part of the Unit.
- (ii) The Trustees shall maintain (including but not limited to the removal of snow and ice), and repair all driveways and exterior paved surfaces on the Land, as a part of the Condominium budget.

(iii) Driveways may not be used for any purpose except the parking of operative vehicles. Storage shall not be permitted in driveways. Boats, trailers, unregistered vehicles, or inoperable vehicles shall not be parked in driveways or elsewhere on the Land. Garage doors shall be kept closed when not in use.

(e) Description of Common Areas and Facilities and The Proportionate Interest of Each Unit Therein.

The common areas and facilities of the Condominium (the "common areas and facilities") consists of the Land as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the Buildings as described in paragraph (c) ("Description of Buildings") of this Master Deed, other than the Units described on Exhibit C hereto, subject to the provisions regarding Patios set forth in Section (d)II, the provisions regarding heating and cooling systems set forth in Section (d)III, and the provisions regarding parking set forth in Section (d)IV. EUAs as described in Section (d)I, Patios as described in Section (d)II, and Unit HVAC Systems as described in Section (d)III are herein collectively defined as "Exclusive Appurtenances".

Without limiting the foregoing language in this paragraph (e), the common areas and facilities of the Condominium include:

- (i) the Land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the provisions regarding EUAs set forth in Section (d)I and subject to the provisions regarding parking set forth in Section (d)IV hereof;
- (ii) exterior lighting devices and wires and poles serving the same, other than such of same as are connected to Units;
- (iii) all other portions of the Subject Property including those portions listed as common areas in the Act, except for the Units described on Exhibit C hereto, subject to the provisions regarding Exclusive Appurtenances. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) Master 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 certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to the Act, have been recorded simultaneously with the recording of this Master Deed. A site plan showing the footprint of the Building and the EUAs (the "Site Plan") has also been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

(g) Use of Units.

- (i) Units shall be used for residential purposes. Any of the Units may also be used as an office but only (x) accessory to residential use, and (y) only if and to the extent such accessory office use is permitted by applicable zoning laws, and (z) the visitation to such office by clients or business invitees shall be substantially infrequent.

- (ii) Units in the Condominium shall be conveyed, leased or rented only to individual grantees or tenants who have attained the age of fifty-five (55) years, and if conveyed to tenants in common, joint tenants or tenants by the entirety, or rented or leased to co-tenants, at least one such grantee or tenant shall have attained the age of fifty-five (55) years.
- (iii) Units shall be occupied solely by the owners thereof, and their tenants and temporary gratuitous guests. Gratuitous guests who have not attained the age of fifty-five (55) years shall be permitted to occupy units on a temporary basis not exceeding six (6) months in any twelve (12) month period during which period the Unit is also occupied by the owner thereof. In the event that a unit owner under the age of fifty-five (55) takes title to the unit as a tenant in common, joint tenant or tenant by the entirety, (or occupies the unit as co-lessee or tenant) with an individual who has attained the age of fifty-five (55) years, and such individual who has attained the age of fifty-five (55) years later dies, or is unable to continue to occupy the unit as the direct result of disability requiring that he/she be admitted to a hospital, nursing home or like facility, then the other unit owner or co-tenant shall not, solely by reason of the death or disability of his/her tenant in common, joint tenant, tenant by the entirety or co-tenant, be obligated to vacate the unit, however, in the event of the death of a unit owner who has attained the age of fifty-five (55), or in the event that a unit owner is unable to continue to occupy the unit as the direct result of disability requiring that he/she be admitted to a hospital, nursing home or like facility on a permanent basis such that the unit owner will not return to the unit, or in the event of foreclosure or other involuntary transfer of a unit, there shall be a two (2) year exemption period to allow for the transfer of the unit to a unit owner who has attained the age of fifty-five (55), as long as this provision does not violate any applicable laws.
- (iv) It shall be a condition precedent to any conveyance, rental or lease of a unit that the seller or owner thereof shall verify the ages of the prospective purchaser, tenant or lessee by requiring such prospective purchaser, tenant or lessee to produce an affidavit, executed before a notary public under pains and penalties of perjury that such purchaser, tenant or lessee has attained the age of fifty-five (55), and a birth certificate, passport, driver's license, or other documentation that will offer reliable evidence of such persons' age (collectively, the "Age Documentation"). The Age Documentation shall be submitted by the seller or owner to the Trustees not less than fifteen (15) days prior to the proposed conveyance, lease or rental. It shall be the duty of the Trustees to review the Age Documentation. If the Trustees shall in good faith doubt the veracity of the Age Documentation, the Trustees shall have the right to require the owner of the unit in question to obtain additional documentation from such unit owner's prospective purchaser, tenant or lessee, at the expense of such unit owner. If the Age Documentation appears to be in order and to establish that at least one of the prospective purchasers, tenants or lessees has attained the age of fifty-five (55) years, the Trustees shall be entitled to rely thereon and shall not be obligated to conduct an investigation to verify that such purchaser, tenant or lessee has attained the age of fifty-five (55) years, nor to require additional documentation.
- (v) If the Trustees, having reviewed the Age Documentation are satisfied that one of the purchasers, tenants or lessees has attained the age of fifty-five (55) years, the Trustees shall execute an instrument substantially similar to Exhibit C to the Declaration of Trust of the Condominium Trust in proper form for recording. Such certificate shall be valid if executed by any two Trustees and acknowledged by one Trustee. If the owner of the unit in question is a Trustee, then the signatures

of two Trustees other than such unit owner shall be required under the provisions of this Section. Such certificate shall be recorded in the Hampshire County Registry of Deeds as a condition precedent to the conveyance of the unit and no unit conveyance shall be valid unless such certificate has been so recorded. In the event of a lease or rental, such certificate need not be recorded, but shall be delivered to the owner of the unit in question, and no lease or rental shall be valid unless such certificate shall have been so executed by the Trustees. All leases and rental agreements shall be in writing, signed by the landlord and tenant or lessee, and shall by their terms, be expressly subject to the provisions of this Section (g). In the absence of fraud, the execution of a certificate under the provisions of this Section (g) by any two Trustees shall be conclusive on all questions as to the age of the prospective purchaser, tenant or lessee in question; and in the absence of fraud, no conveyance, rental or lease for which a certificate under the provisions of this Section (g) has been executed by any two Trustees shall thereafter be deemed to be void or voidable. Any Trustee acting in good faith under the provisions of this Section (g) shall not be liable in the event of any error made in good faith respecting the subject matter of this Section (g).

- (vi) No Unit shall be used or maintained in a manner inconsistent with this Master Deed, or the Declaration of Trust of the Condominium Trust and the By Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and
- (vii) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the units and parking spaces, the Declarant or its successors-in-title or their nominees may use one or more units for sales offices, models and other purposes, and may rent, lease or license units and parking spaces.
- (viii) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto. Any lease or rental of a unit (other than a lease or rental by the Declarant) shall be subject to the following:
  - A. the lease or rental agreement shall be in writing,
  - B. the lease or rental agreement shall apply to the entire unit, and not a portion thereof,
  - C. the term of the lease or rental agreement shall be not less than twelve (12) months,
  - D. the lease or rental agreement shall expressly provide that the lease or rental agreement is subject to the condominium documents including the age restriction, and
  - E. a copy of the lease or rental agreement shall be provided to the Condominium Trust.
- (h) Amendment of Master Deed.

- I. Except as set forth in Sections (h)II, h(III), and (m) hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the undivided interests in the common areas and facilities, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the first sentence of this paragraph, is duly recorded in the Hampshire County Registry of Deeds, provided, however, that:
  - A. 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 the requisite vote of the Unit Owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
  - B. The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, as expressed in an amended Master Deed duly recorded; and
  - C. 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 and mortgagee or mortgagees of the Units so altered; and
  - D. No instrument of amendment which alters the rights of the Declarant, or the rights of Unit Owners respecting Exclusive Appurtenances shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium; or the owners of Units entitled to use Exclusive Appurtenances with respect to any proposed amendment dealing with Exclusive Appurtenances or portions thereof; and
  - E. No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.
- II. 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, to meet the requirements of any governmental or quasigovernmental 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, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

III. As stated in Section (a)(II) above, the Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more Buildings and Units and may include other appurtenances. Notwithstanding anything in this Master Deed or in the Condominium Trust to the contrary, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom the Declarant specifically assigns its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:

- A. The Declarant shall have the right and easement (but not the obligation) to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable:
  - (i) Additional Building(s) and Units;
  - (ii) Additional roads, driveways, porches, decks, garages and garage driveways, and parking areas, walks and paths;
  - (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
  - (iv) New or additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
  - (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
- B. For so long as it owns any Unit, the Declarant shall have the same rights as any other Unit owner and shall have the right and easement to:
  - (i) lease, rent and license the use of any unsold Unit, Garage or Exterior Parking Space;
  - (ii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
  - (iii) use any Unit owned by the Declarant as an office for the Declarant's use.
- C. The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the buildings and other structures and improvements forming part thereof (excepting a Unit owned by one other than the Declarant), such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- D. The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the common areas and facilities of the Condominium with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future Phase(s) as permitted by



this Section (h)III and the development of additional common areas and facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section (h)III. This easement shall include the right to store at, in or upon the common areas and facilities of the Condominium temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required, in the Declarant's reasonable discretion, for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

- E. Ownership of all Units and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey said Units without accounting to any party with respect to the proceeds of such sales.
- F. The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section (h) III:
  - (i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add all, or any portion or portions of, Phases to the Condominium and/or to add new Units to the Condominium as part of future Phases shall expire twenty-one (21) years after the date of the recording of this Master Deed; provided, however, that said reserved rights shall sooner expire upon the first to occur of the following events:
    - (1) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach the maximum limit allowed by law; or
    - (2) The Declarant shall record with the Hampshire County Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
  - (ii) Size of Phases. A phase may consist of any number of Buildings, Units, porches, decks, garages, and other appurtenances; provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number permitted by applicable law. The Declarant shall have the right to construct Buildings and Units and Phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases in numerical order, but may construct Buildings, Units or Phases and add Buildings, Units and Phases to the Condominium in any order which the Declarant may desire. A Phase may consist of the re-configuration of a Unit into two or more Units.
  - (iii) Maximum Number of Units Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases.

(iv) The Declarant may exercise its phasing rights hereunder and add future Phase(s), including Buildings and Units and Exclusive Appurtenances therein, to the Condominium by unilaterally executing at any time and from time to time, without the need for the consent (except as in this Section (h)(III) already granted) or signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, and recording with the Suffolk Registry District of the Land Court amendment(s) to this Master Deed which shall contain the following:

- (1) An amended Exhibit B describing the Building(s) being added to the Condominium.
- (2) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such Units from those boundaries set forth in Section (d) of this Master Deed, and setting forth the new percentage ownership interests for all Units in the common areas and facilities of the Condominium based upon the addition of the such Unit(s). Such percentage ownership shall be calculated in accordance with Chapter 183A.
- (3) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Section (d), the definition of the common areas and facilities contained in Section (e) hereof shall be modified, as necessary, with respect to such Unit(s).
- (4) Floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of the Act.
- (5) It is expressly understood and agreed that all Unit owners, and all persons claiming, by through or under Unit owners, including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments made pursuant to this Section (h)III and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant, or its successors or assigns, and recorded with the Suffolk Registry District of the Land Court shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit owner understands and agrees that as additional Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage interest of his Unit in the common areas and facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and be based upon the value of his Unit then in proportion to the estimated

aggregate fair value of all Units in the Condominium; and each Unit owner consents to the said change in the percentage interest. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new Phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed. In any event, the new percentage interests shall be set in accordance with the provisions of the Act.

- (v) Every Owner by the acceptance of a deed to his Unit thereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section (h)III and expressly agrees to said alteration of his Unit's appurtenant percentage interest in the common areas and facilities of the Condominium when new Phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Section (h)III.
- (vi) In the event that, notwithstanding the provisions of this Section (h)III to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant or its successors and assigns, is required on any amendment to this Master Deed which adds a new Phase to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and each Unit owner (whether his deed be from the Declarant as grantor or from any other party) hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.
- (vii) All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future Phases will be consistent with the initial improvements in terms of quality of construction.
- (viii) Notwithstanding anything herein to the contrary, the Declarant shall not be compelled to add any Phase(s), Units, or any other structure or facility whatsoever to the Condominium.
- (i) Condominium Unit Owners' Association.

The name of the Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is the Hatfield Village Condominium Trust under Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is 61 Elm Street, Hatfield, Hampshire County, Massachusetts. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium 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 names and address of the initial Trustee of said Condominium Trust and its term of office are as follows:

Angela Borer, Jeffrey Borer and Steven Luzi, to wit: all of the members of Declarant, all of 61 elm Street, Hatfield, Hampshire County, Massachusetts.

Term: As set forth in Section 3 of the Declaration of Trust of Hatfield Village Condominium Trust.

The Trustee has enacted By-Laws pursuant to the Act, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium.

The Condominium hereby established shall be known as "Hatfield Village Condominium".

(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 Buildings, 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 and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, or (4) repair or restoration of the Buildings 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 Buildings stand.

(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 owners 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 owners 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 a Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and each Lot and each Exclusive Appurtenance, to inspect the same, to remove violations there from and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Buildings. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(m) Certain Changes.

I. Changes in Unit Configurations.

In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to uni-

laterally amend this Master Deed at any time and from time to time to change the number, size, location, and configuration of Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, The Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

## II. Consent.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section (m) including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section (m) without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section (m), each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the town of Stoughton which the Declarant may seek to effectuate the purpose of this Section (m), and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section (m).

## III. Non Load-Bearing Partitions.

Any Unit Owner shall have the right to move, demolish, or alter an interior non load-bearing partition in his Unit. No Unit Owner shall move, alter or affect any structural or load bearing wall or member or any exterior wall or feature.

- (n) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future owners, 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 Declaration of Trust of the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto 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 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 all matters set forth on Exhibit A hereto, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, 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.

- (o) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to Section 30 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

- (p) Assignability.

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, including, but not limited to the easements, rights and powers reserved in Section (m) may be conveyed and assigned by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, provided, however, that if such assignee is an institutional mortgagee such mortgagee shall only be bound by such obligations of the Declarant to the extent that such mortgagee expressly assumes such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgagee is the Declarant's successor-in-interest. A purchaser of one or more Unit which constitutes less than all of the Units then owned by the Declarant shall not be deemed the "successor or assign" of the Declarant for purposes of this Section except as to the specific Unit(s) conveyed to such grantee, unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Hampshire County Registry of Deeds.

- (q) 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.

- (r) 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 that may occur.

- (s) 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.

- (t) Conflicts.

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

(u) Non-Recourse.

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

(v) Arbitration.

Except for collection of common expenses and special assessments due under Section 2 of the By-Laws of the Condominium Trust and except as set forth in Section 1 (o) of the By-laws of the Condominium Trust, any disputes under this Master Deed shall be submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association in Boston, Massachusetts, and any decision made by the arbitrator(s) shall be enforceable in accordance with Massachusetts General Laws, Chapter 251.

EXECUTED as an instrument under seal this 21<sup>st</sup> day of September, 2010.

Hatfield Village, LLC

By: Jeffrey Borer  
JEFFREY BORER, Manager

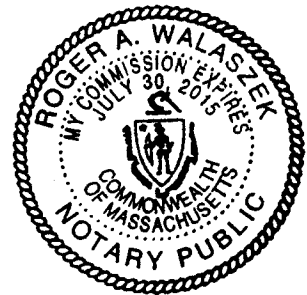
**COMMONWEALTH OF MASSACHUSETTS**

Hampshire, ss.

On this 21<sup>st</sup> day of September, 2010, before me, the undersigned notary public, personally appeared JEFFREY BORER, Manager of Hatfield Village, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Roger A. Walaszek  
ROGER A. WALASZEK

Notary Public  
My Commission Expires: 7/30/15



**HATFIELD VILLAGE CONDOMINIUM**

**HATFIELD, MA**

**EXHIBIT A**

Incorporated by reference into and made a part of the Master Deed of Hatfield Village Condominium, Hatfield, Hampshire County, Massachusetts

**DESCRIPTION OF LAND**

**PARCEL I**

The land in Hatfield, Hampshire County, Massachusetts with the buildings thereon bounded and described as follows:

Beginning at an iron pin set in the southerly sideline of Elm Street in the Town of Hatfield at the northeast corner of land herein conveyed and at the northwest corner of land now or formerly of JOSEPH AND MARION A. PITCHKO and thence turning and running South 18° 07' 30" West 829 feet more or less to an iron pin; thence turning and running North 67° 24' 33" West 457.97 feet more or less to an iron pin; thence North 26° 04' 46" East 728.89 feet more or less to an iron pin; thence North 84° 47' 40" East 39.26 feet more or less to an iron pin set in the southerly sideline of Elm Street; thence South 82° 04' 00" E. 54.02 feet more or less to an unmarked point; thence South 82° 04' 00" East 270.50 feet more or less to the point of beginning, the last courses being along the southerly sideline of said Elm Street. Containing 7.238 acres more or less.

Being the same premises shown on plan of land entitled "LAND IN HATFIELD, MASS. SURVEYED FOR SOPHIE MOSKOWICZ" dated July 31, 1978, GORDON E. AINSWORTH AND ASSOCIATES, INC. recorded with the Hampshire Country Registry of Deeds in Plan Book 110, Page 17, and conveyed to the grantor by deed of Donald G. Moskowicz, dated April 14, 1989 and recorded with the Hampshire Registry of Deeds, in Book 3360, Page 310.

**PARCEL II**

A certain tract or parcel of land situate on the Southerly side of Elm Street in Hatfield, Hampshire County, Massachusetts, bounded and described as follows:

Northerly by said Elm Street one hundred ten (110) feet more or less; Easterly by land now or formerly of Mary Allaire eight hundred twenty-nine (829) feet more or less; Southerly by Little Ponssett Hill, so-called, and land now or formerly of Malcolm Crawford and Isreal Raboin one hundred ten (110) feet more or less; Westerly by land now or formerly of Edward A. Breor, eight hundred twenty-nine (829) feet more or less, containing two (2) acres more or less.

**PARCEL III**

Parcel "A" 4,726 sq. ft. as shown on a "Subdivision Approval Not Required" Plan of Land in Hatfield, Massachusetts, Prepared for Echo Village Corp. dated October 4, 2007, Harold L. Eaton & Associates, Inc. which Plan of Land is recorded in Hampshire County Registry of Deeds in Plan Book 216, Page 111.

Being a portion of the premised conveyed to Szawlowski Realty, Inc. by deed recorded in the Hampshire County Registry of Deed, in Book 216, Page 111.



**EXHIBIT A - CONTINUATION**

Together with a fifteen foot (15') wide easement, over, under, in and to a triangular piece of real estate which is a portion of the 2.628 acres +/- owned by the Grantee and abutting Parcel I hereinabove described located on the Southerly side of said Elm Street, at the Northeast corner, for the purpose of installing, maintaining and repairing a sewer line/ sewer line connection to the Town of Hatfield public sewer. Said triangular piece of real estate is shown on the said Plan of Land hereinabove described and recorded in Plan Book 110, Page 17. See copy of a portion of said Plan showing said triangular piece of real estate marked "EXHIBIT A" attached hereto and made a part hereof and recorded with said Registry of Deeds in Book 9296, Page 147.

Being the same premises conveyed to Hatfield Village, LLC by foreclosure deed recorded with the Hampshire Registry of Deeds in Book 10234, Page 1.

**HATFIELD VILLAGE CONDOMINIUM  
HATFIELD, MASSACHUSETTS**

**EXHIBIT B**

Incorporated by reference into and made a part of the Master Deed of Hatfield Village Condominium, Hatfield, Hampshire County, Massachusetts.

**DESCRIPTION OF BUILDINGS**

There is one (1) Building, Building 1. The Building contains two (2) Units. The Building has concrete footings. The Building is constructed of wood, with wood joists. The roof has asphalt shingle.

Please see the Site Plan attached hereto. *PLAN BOOK 224 , PAGE 9*

HATFIELD VILLAGE CONDOMINIUM  
HATFIELD, MASSACHUSETTS

**EXHIBIT C**

Incorporated by reference into and made a part of the Master Deed of Hatfield Village Condominium, Hatfield, Hampshire County, Massachusetts.

**DESCRIPTION OF UNITS**

The description of each Unit, and statement of its location, approximate area, number and designation 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 in this Exhibit C:

Please see Plans for Units 1A and 1B attached hereto.

*PLAN BOOK 224 , PAGES 10811*

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	UNIT TYPE	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
Unit 1A	Building 1	1,500 sq. ft.	B	Doors to exterior	50%
Unit 1B	Building 1	1,500 sq. ft.	W	Doors to exterior	50%

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