

**STRONG FARM ESTATE CONDOMINIUM**

**MASTER DEED, DECLARATION OF TRUST,  
RULES AND REGULATIONS  
AND  
AMENDMENTS**

**STRONG FARM LANE  
SOUTH HADLEY, MASSACHUSETTS 01075**

**MASTER DEED  
OF  
STRONG FARM ESTATES CONDOMINIUM**

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MASTER DEED  
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N. P. LeBlanc, Inc, a Massachusetts Corporation, with its usual place of business at Post Office Box 147, South Hadley Hampshire County, Massachusetts, being the sole owner of certain land situated in South Hadley, Hampshire County, Massachusetts, described in Section 3 below, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of Chapter 183A and to that end hereby declares and provides as follows:

1. Name of Condominium and Trust Through Which Managed.

The name of the Condominium shall be STRONG FARM ESTATES CONDOMINIUM. A Trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of STRONG FARM ESTATES TRUST under Declaration of Trust to be recorded herewith (hereinafter sometimes referred to as the "Trust"). In accordance with Chapter 183A the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners are cestuis que trustent of said Trust in proportion to their respective Beneficial Interests (as such term is defined below). The names and addresses of the original trustee therefore are as follows:

NORMAND P. LeBLANC,

JOAN S. LeBLANC,

Both of Post Office Box 147, South Hadley, MA.

The trustees of the Trust are hereinafter (collectively, if more than one) referred to as the "Trustees", which term shall include their successors in trust.

The terms of said Declaration of Trust have been enacted as, and comprise, the By-Laws of the Trust provided for in Chapter 183A.

2. Definitions.

As used in this Master Deed, the following terms shall have the following meanings unless the context hereof otherwise requires:

“Beneficial Interests” shall mean the percentage interest of each Unit in the Common Elements.

“Buildings” shall have the meaning set forth in Section 4 hereof.

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

“Common Elements” shall mean the Common Areas and Facilities of the Condominium as so described and designated in Section 8 hereof.

“Condominium” shall mean STRONG FARM ESTATES CONDOMINIUM submitted to the provisions of Chapter 183A by this Master Deed.

“Limited Common Elements” shall mean the Common Areas and Facilities of the Condominium as so described and designated in Section 8 hereof.

“Land” shall have the meaning set forth in Section 3 hereof.

“Original Units” shall mean the residential dwelling units comprising the condominium units of the Condominium as of the date of this Master Deed, as more particularly described in Section 7(a) hereof and in Exhibit B hereof.

“Person” or “persons” shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

“Phasing Date” shall mean the date seven (7) years after the date hereof.

“Phasing Rights” shall have the meaning set forth in Section 9 hereof.

“Plans” shall mean the site plan and floor plans referred to in Section 12 hereof.

“Property” shall mean the Land and Buildings and improvements, which are located on the Land.

“Registry of Deeds” shall mean the Hampshire County Registry of Deeds.

“Declarant” or “Declarants” shall mean N. P. LeBlanc, Inc., a Massachusetts corporation with a usual place of business 26 Alvord Place, South Hadley, Hampshire County Massachusetts, and its successors and assigns, including without limitation successors in interest through mortgage foreclosure or deed in lieu thereof.

“Surface Spaces” Shall mean those surface parking spaces as described in Section 5 hereof.

“Termination of the Phasing Rights” shall mean the Termination of the Phasing Rights pursuant to the provisions of Section 9 hereof.

“Trust” shall have the meaning set forth in Section 1 above.

“Trustee” shall have the meanings set forth in Section 1 hereof.

“Unit Buildings” shall have the meaning set forth in Section 4 hereof.

“Units” shall mean, at any time, the residential dwelling units then comprising the condominium units of the Condominium, “Unit Owner” shall mean the owner or owners of a Unit.

3. Description of Land.

A certain parcel of land situated in South Hadley, Hampshire County, Massachusetts more particularly described in Exhibit A subject to those easements and matters set forth in said Exhibit A.

4. Description of Buildings.

The number of buildings, which at the Declarant’s sole discretion, may be built on the Land of the condominium, as described in Exhibit A, is eighteen (18) buildings. The buildings are currently envisioned to each containing one residential dwelling condominium unit. The Declarant reserves the right to build and dedicate less than the number of buildings and units.

The Unit Buildings contain a full basement and one story. All Unit Buildings are constructed of concrete foundation, wood frame construction, all buildings are covered with vinyl siding and an asphalt shingle roof.

5. Parking Spaces: Surface Spaces and Garages.

The Strong Farm Estates Units each have a two (2) car garage contained in the Unit. Each Unit owner shall have the exclusive right to use the driveway serving such Unit. The balance of the surface parking is on street parking and all parking on street must comply with the Town of South Hadley Parking Ordinances. The exclusive right to use driveway parking is an appurtenant right to the Unit which the driveway serves and is not be conveyed separately from the Unit and can only be conveyed with the Unit.

6. Reservation of Easement

Declarant reserves an easement over that area shown as *Proposed Easement, Area=25,709 s.f.* on the plan entitled *Plan of Land, South Hadley, Massachusetts prepared for Normand P. LeBlanc* recorded with the Hampshire County Registry of Deeds in Book of Plans 195 Page 44. The purpose of this easement is for the development (including ancillary uses) and access to the land to the north of the Condominium Land, a portion of which shown on the plan aforementioned plan as land now or formerly of *Maurice F. Casey, Helen C. Casey Book 1349 page 252*. Said land to be hereinafter know as the Casey Land and generally described in a deed recorded with the Hampshire County Registry of Deeds in Book 1349 Page 252 and any other land contiguous to that parcel. This easement is retained for the Declarant and its successors and assigns and may be transferred or mortgaged including the right to transfer it to any successor and assign who may obtain a whole or partial interest in all or any portion of the Casey land.

The rights pursuant to this easement shall include all those for which a public way may be used, including but not be limited to, ingress and egress by vehicle and foot (including the right to use it as access for construction equipment), the right for the installation of utilities including the right to tie into and add onto the utilities presently or in the future to be located in the area to service the Condominium and any other ancillary use or right necessary to develop and/or use the Casey land for any permitted use of the Casey land

7. Designation of Units and Their Boundaries.

(a) The Units. The Units, and the designations, locations, approximate areas of living space number and compositions of rooms, Common Elements immediately accessible thereto, and the Beneficial Interests of each Unit are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Plans. Notwithstanding the foregoing, the adjustment in accordance with the provisions of Subsection A of Section 9 hereinbelow.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Unit Owner's Unit, subject always to provisions of Section 13 hereof.

Each Unit shall have appurtenant thereto the perpetual exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Section 13 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto:

- (1) to use the driveway serving such Unit;
- (2) to use the entry way walk serving such unit
- (3) the right to use a Limited Common Element area at the rear at the rear of the unit and designated on the Unit Building Site plans as a Patio, Garden and Personal Recreational Area subject to the rules and regulations of Strong Farm Estates Condominium as may be amended from time to time.

Such rights and easements shall not, in any event, be severed from ownership of the Unit to which they are appurtenant.

Each Unit shall also have appurtenant thereto a perpetual right and easement together with other Units to use the common on street parking spaces subject to and in accordance with the provisions and requirements of Section 13 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto.

(b) Boundaries of Units. The boundaries of each of the Units with respect to the floors, ceilings, exterior walls separating each Unit from the Common Elements, doors and windows thereof are as follows:

- (i) Foundation: The exterior surface of the concrete foundation walls and floors.
- (ii) Roof: The plane of the exterior surface of the roof shingles including gutters and exterior downspouts.
- (iii) Building Walls: The plane of the interior surface of studs supporting the interior walls .
- (iv) Exterior Doors and Windows: As to doors the interior surface of the doors and the interior surface of the doorframe; as to windows the interior surface of the glass and of the sash (or in the case of storm windows, the exterior surface of the storm window glass, screen and frame), and the interior surface of the window frame. It is the intent of this section that all windows and doors be part of the common elements. Unit owners will be responsible for any damage to those items.
- (v) Chimney: The exterior surface of the chimney.
- (vi) Patios: The exterior surface of any patios intending that all patios be part of a Unit.

Provided, however, that no structural components of the Unit Buildings, and no equipment, pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of said Unit.

#### 8. Common Elements.

The Common Elements Consist of the Property, as defined above, exclusive of the Units, including, without limitation, that follows:

(a) All equipment, conduits, pipes, chutes, ducts, shafts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Unit Buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the unit Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance repair, and replacement;

(b) Installations of utility services in; or under the Land, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(c) All common equipment wherever located in, on, or around the Buildings;

(d) The Surface Parking Spaces;

(e) All other apparatus and installations existing in, on or over the Land for common use, or necessary or convenient to the existence, maintenance or safety of the Buildings; and

(f) All other items listed as such in Chapter 183 A and located on the Land.

(g) The yards, lawns, gardens, driveways, walkways, paths, passageways and the improvements thereon and thereon including walls, screens, fences, bulkheads, railings and steps and provided that each Unit Owner shall have an easement for the exclusive use of any driveway or entry walkway providing access to that Unit.

The Common Elements shall be subject to the provisions hereof and of the Trust, and to rules and regulations promulgated pursuant to the Trust with respect to the use thereof.

The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit "B" hereto for such Unit and as provided in Section 7 hereof.

There shall be located with the Common Elements certain areas designated as Limited Common Elements areas at the rear of each unit and designated on the Unit Building Site plans as Patio, Garden And Personal Recreation Area. These areas shall be for the exclusive use of the Unit it abuts and shall be appurtenant to that Unit.

The Common Areas and Facilities, including Limited Common Elements shall be used, and regulated in accordance with and subject to the provisions of this Master Deed, STRONG FARM ESTATES CONDOMINIUM TRUST, and its By-Laws as now exists or as may from time to time be amended, and subject also to the Rules and Regulations promulgated pursuant thereto. The percentage of undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance mortgage or other instrument.



9. Phasing Rights, Compliance and Correction Amendments .

A. The Declarant, for itself its successors and assigns, reserves and shall have the right, without the consent of any Unit Owner or of any holder of a mortgage on a Unit, and pursuant to the exercise of its rights under this master Deed which includes the power of attorney granted by the individual unit deeds and this Master Deed, to amend this Master Deed to incorporate into the Condominium additional Units and Buildings on land dedicated to the condominium by an Amendment to the Master Deed. Said Amendment shall make only such changes as are necessary or desirable in Declarant's reasonable judgment to: (i) accomplish said incorporation and submission; (ii) satisfy the provisions hereof; and (iii) make the additional Phase Amendments to the Master Deeds conform to the requirements of Massachusetts General Laws Chapter 183A (or any successor to such section) and (iv) correct any previous amendment or this Master Deed to comply with said Chapter 183A, secondary mortgage market requirements including those of FNMA and FHLMC or to correct mistakes or typographical errors..

Nothing in this section of the Master Deed nor any other section of this Master Deed, unit deeds, related documentation nor advertising documentation or news articles will obligate the Declarant its successors and assigns to develop or dedicate additional units or dedicate additional land to the condominium regime or project.

The foregoing rights of the Declarant provided in this of Section 9 are hereinafter referred to as the "Phasing Rights".

B. From and after the recording of the additional Phases the Beneficial Interest of each Unit shall be changed by calculating the Fair Market Value of each divided by the total fair Market Value of the Units at the date of the submission of each new Phase. Therefore , the Declarant has assigned an equal percentage interest to each unit subject to rounding . Exhibit C lists the percentage interest in the Common Elements / Beneficial Interest of the Units dedicate by this Master Deed and a listing of the Common Elements interest/ Beneficial interest of the Units as they will appear upon dedication of future units.

C. The Phasing Rights shall terminate on the first to occur of: (i) the Phasing Date, and (ii) the date of recording with the Registry of Deeds of a written instrument executed by Declarant by which the Declarant expressly waives and releases the Phasing Rights (iii) dedication of 18 units to the condominium regime. .

D. If the Declarant records the Amendments dedicating units prior to the Phasing Date, then as of the date of such recording, all unsold additional phased Units (and the Beneficial Interests and other interests, if any, appurtenant thereto) shall be owned in fee simple by the Declarant.

E. In the event of the Termination of the Phasing Rights by reason other than the dedication of all 18 Units all, Units and Buildings and Improvements existing at the

time of such termination and not dedicated shall not be incorporated into the Condominium at the time of termination.

F. Until terminated as provided above, the Phasing Rights may be freely sold, granted, assigned, mortgaged or otherwise transferred by the Declarant by deed, mortgage or other written instrument which makes specific reference to this Master Deed and the Phasing Rights.

G. All present and future Unit Owners, and all persons now or hereafter Claiming an interest in a Unit by, through or under a Unit Owner, including without limitation, all holders or mortgages on Units, shall be subject to and bound by the provisions of this Section 9.

10. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units; Right of Access.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in the Common Elements. The Trustees, manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, and to the Common Elements the exclusive use of which are appurtenant to the Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections, or for the purpose of correcting any conditions originating in any Unit which threaten another Unit or a Common Element, or for the purpose of correcting any conditions originating in any Unit which threaten another Unit or a Common Element, or for the purpose of performing installations, alterations, repairs or replacements to the mechanical, plumbing, electrical or utility services or other Common Elements including, without limitation, installations, alterations, repairs or replacements, of and to, sewer lines, cable, electric and gas lines, water systems, water pressure reducers and water main shut-offs for the purpose of performing the work described in the Trust. In case of an emergency such right of entry shall be immediate and shall not require notice.

11. Encroachments.

If any portion of the Common Elements or Additional Buildings and Improvements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or upon any portion of the Additional Buildings and Improvements, or if any such encroachment shall occur hereafter as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Property or as a result of condemnation or eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the same so long as such encroachment exists.

12. Plans.

Simultaneously with the recording hereof there has been recorded a phasing and general plan, a site plan and set of the floor plans showing the layout, location, Unit numbers and dimensions of the Original Units, stating that the Buildings have no names, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers, dimensions and approximate area of the , as built.

Simultaneously with the recording of the additional Phase Amendments to the Master Deeds, there shall be recorded a set of floor plans of such additional Buildings showing the layout, location, Unit numbers and dimensions of the additional Units, stating that the Buildings have no names, and bearing the verified statement of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit numbers, dimensions and approximate area of the additional Phase Units, as built.

13. Use of the Buildings and the Units; and Restrictions on Use of the Buildings and Units.

The purpose for which the Buildings, and the Units and Common Elements are intended to be used are as follows:

A. Each of the Units may be used only for residential purposes, subject, in all events, to the further restrictions set forth herein, provided, however, that such Units may be used by the Declarant for other purposes pursuant to provisions of herein.

B. Unit Owner may lease or rent such Unit Owner's Unit, provided, however, that all leases and rental agreements shall be in writing and shall be specifically subject to the requirements of this Master Deed, the Trust and all rules and regulations adopted thereunder, and provided further that no Unit may be leased or rented for a period of less than thirty (30) days and an initial term of no less than six (6) months.

C. Each Surface Space is intended to be used for the parking of currently registered and licensed private passenger cars and trucks not exceeding three-quarters (3/4) tons in operating condition, and not for other trucks, boats, trailers, motorcycles, all-terrain or recreational vehicles or other vehicles or items in no event, except with the prior written permission of the Trustees, provided, however, that such Surface Spaces may be used by the Declarant for other purposes pursuant to provisions of Subsection D of this Section 13.

D. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust: (a) no business activities of any nature shall be conducted in any such Unit, except as provided in Subsection D of this Section 13; (b) no portion of a Unit (other than the entire Unit) may be leased or rented; (c) Except for Declarant's exercise of its rights set forth in Subsection A of Section 15 hereof, the architectural integrity of the Buildings and the Units shall be preserved without

modification, and to that end, without limiting the generality of the foregoing: no patio, awning, screen, antenna, sign, (except Declarant's signs), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature, shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement of any exterior light, door or knocker or other exterior hardware shall be made; no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior or exterior surface of any window or glass door, except with respect to Units owned by the Declarant, to the extent any windows have curtains, draperies, shades, blinds or the like all such curtains, draperies, shades, blinds, and the like shall be white or lined with white material, or, with the prior approval of the Trustees, lined with beige, natural or light gray or such other color material as approved by said Trustees; no alteration or addition shall be made to the interior structural components of a Unit; provided, however, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Unit Building containing such Unit are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and the approval of all holders of mortgages on such Unit and subject to such conditions as the Trustees may impose with respect to such changes; (d) all maintenance and use by Unit Owners of walkway porches, patios and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification; (e) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of this Master Deed, the Trust and rules and regulations with respect thereto from time to time promulgated by the Trustees; (f) Except for Declarant's exercise of its rights set forth in this Section 13 hereof, the Common Elements shall be used only for the furnishing of the service and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units; (g) no nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents; (h) no immoral, improper, offensive, or unlawful use shall be made of the Land and Buildings, or any part thereof, and all valid laws, orders, rules, zoning ordinances, regulations and requirements of all governmental bodies having jurisdiction thereof shall be observed; (i) Violations of laws, orders, rules, zoning ordinances, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees; (j) a Unit Owner shall not store, place or cause to be stored or placed in or on any of the Common Elements or Units any packages or obstructions or objects of any kind provided, however, a Unit Owner may place lawn furniture approved in accordance with SubSection (h) of Subsection C of Section 13 on a patio to which such Unit Owner has exclusive rights; (k) no Clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements (including, without limitation, a porch or patio); (l) there shall be no parking on the Property except in the Surface Spaces shown as such on the Plans; and parking in said Spaces shall be limited to those having rights to park in same; (m) no use shall be made of the Property for recreational purposes except in areas designated by the Trustees for such use and except also recreational use of patios by those persons having the right to use the same,

but in no event shall any recreational use of the Property be made which would, in the opinion of the Trustees, create a nuisance, unreasonably annoy other residents of the Condominium or interfere with the peaceful possession of Units by residents; (n) the parking areas shall not be used for parking or storage of trucks, commercial vehicles, boats, trailers, unregistered vehicles or any other vehicles other than private passenger cars, motorcycles or non-commercial vans except as provided in Section 15 hereof; (o) Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees; (p) Unit Owners shall not be permitted to install any additional heating or air-conditioning equipment from any windows, patios; (q) All radios, phonographs, musical instruments and/or sound producing equipment shall be kept at a sound level which will not unreasonably disturb or annoy the occupants of neighboring Units; (r) Unit Owners shall not display for sale or for rent signs on their Unit or Common Areas nor may Owners of Units place window displays or advertising to be seen from the exterior of said Unit; (s) Common household pets weighing twenty five (25) pounds or less, such as dogs and cats may be kept in a Unit unless prohibited by the Trustees as hereinafter described. The Owner of such pet shall be liable for all damage to persons or property and to the Condominium Trust caused by such pets. In no event shall pets be permitted in any part of the common areas of the Condominium unless on a leash and attended by a person. All pets as required by local law or ordinance must be licensed by the proper authorities and the Owner shall be responsible to make sure its pet is properly inoculated. Unit Owners shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever or other portions of the Common Areas. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without a meeting, at least three (3) days' written notice thereof to the Unit Owner responsible for such pet, and the opportunity at the Trustee's meeting for the Unit Owner responsible for the pet to be heard; (t) Unit Owners shall not allow pets to defecate on Common Areas and if so Unit Owners responsible for such pet must remove such defecation; (u) Each Unit Owner shall maintain his own trash container within his Unit and on the pick up day of the servicing entity the Unit Owner shall be responsible for placing said container at the pick-up point designated by the entity and removing said containers by the end of the day set for pick-up. Unit Owners shall be responsible to pick up any trash on Common Grounds around Unit emanating from such Unit (v) all construction work in a Unit shall be restricted to the hours of 8:00 a.m. to 5:00 p.m. on weekdays and Saturdays. No construction shall take place on Sundays or Massachusetts' legal holidays; (w) Removal of construction debris from a Unit shall be the responsibility of the Unit Owner. Unit Owners will be charged for the removal of debris and any extra cleaning of the Common Areas and Facilities which results from the remodeling of an individual Unit; (x) No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees or in any increase in the cost of such insurance, except that uses resulting in increases in premiums may be carried on by specific arrangement with the Trustees providing for the payment of such increased costs by the Unit Owner concerned.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and Facilities, may be waived in specific cases by the Trustees, 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. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Section 13 except such as occur during his or her ownership thereof.

E. Notwithstanding anything to the contrary contained herein, the Declarant may, until all of the Units (including additional Units and Units to be created pursuant to the provisions of Subsection A of Section 15 herein) have been sold by the Declarant, (i) use any Units owned by the Declarant, where applicable, as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units (including Additional Units and units to be created pursuant to the provisions of Section 9 herein) Storage Areas and (ii) use any Surface Spaces for parking of automobiles and trucks, for display, for storage, or for any uses which it deems necessary or desirable in connection with the sale of leasing of Units (including Additional Units and Units to be created pursuant to the provisions of Section 9 herein) and (iv) use portions of the Common Elements as offices for sales or leasing of Units (including Additional Units and Units to be created pursuant to the provisions of Section 9 herein).

F. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purposes set forth above in this Section 13 and to protect the architectural integrity of the Buildings.

G. Notwithstanding any provisions to the contrary contained in this Master Deed, the Declarant hereby reserves the right and easement to pass and repass over and build upon and improve any portion of the Common Elements in order to complete any construction and/or improvement of the Condominium facilities which the Declarant deems necessary or appropriate in connection with the marketing of the Units (including Additional Units and Unit to be created pursuant to the provisions of Subsection A of Section 15 hereinbelow) or the operation of the condominium, including without limitation, in order to exercise the Phasing Rights and the rights set forth in Section 9 herein.

H. Amendments of Master Deed.

The Declarant may amend this Master Deed by recording the additional Phase Amendments to the Master Deeds pursuant to the provisions of Section 9 herein and the Declarant may amend this Master Deed pursuant to the provisions of Section 15 herein. Except with respect to the additional Phase Amendments to the Master Deeds, and except

as provided in Section 15 herein, this Master Deed only may be amended by an instrument in writing (a) signed by the Unit Owners entitled to seventy-five percent (75%) or more in interests of the Beneficial Interests; (b) signed and acknowledged by a majority of the Trustees of the Trust; and (c) duly recorded with the Hampshire County Registry of Deeds,

PROVIDED, however, that (except for amendments pursuant to Section 15 hereinbelow):

- (h) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date;
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered and the same has been assented to in writing by all holders of mortgages of record on such Unit;
- (iii) No instrument of amendment which alters the Beneficial Interests shall be of any force or effect unless the same has been signed by the owners of all the Units whose beneficial interest is so altered and said instrument is recorded as an Amended Master Deed and the same has been assented in writing by all holders of all mortgages of record on the Units whose beneficial interest is so altered;
- (iv) No instrument of amendment affecting any Unit upon which there is a first and second mortgage of record shall be of any force of effect unless the same has been assented to in writing by the holders of such mortgages;
- (v) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;
- (vi) No instrument of amendment which alters or violates any of the rights reserved to the Declarant herein or in the Trust shall be of any force or effect unless the same has been assented to in writing by the Declarant or its successors or assigns;
- (vii) No instrument of amendment which alters this Master Deed in any way which would materially adversely affect holders of mortgages on Units shall be effective without the approval of all holders of mortgages of record on Units;
- (viii) No instrument of amendment which limits the purposes for which any Unit may be used shall be of any force or effect unless the same has been

signed by the Unit Owner of such Unit and by the holders of all mortgages of record on such Unit; and

- (ix) No instrument of amendment, except amendments adopted only for the purpose of correcting technical errors or for clarification, shall be of any force or effect unless approved by the holders of mortgages of record Units which have fifty-one percent (51%) or more of the Beneficial Interests of all Units subject to mortgages of record. A holder of a mortgage who receives a written request to approve amendments who does not deliver or pose to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

14. *Section 14 Omitted Intentionally*

15. *Special Amendments of Master Deed.*

Notwithstanding any language to the contrary contained in this section or elsewhere in this Master Deed, the Declarant reserves and shall have the right, pursuant to and in accordance with Chapter 183A, to Amend this Master Deed so as to include any language necessary to include the Buildings, the Units, and the Common Areas or facilities or additional phases of the Condominium, which are created and constructed pursuant to Declarant's reserved rights as set forth in Section 9 above, as part of the Condominium, and upon recording of such amendment with said Hampshire County Registry of Deeds, the Building, the Units and the Common Areas and Facilities of Additional Phases of the Condominium shall become part of the Condominium. Each Owner and each Mortgagee.

Notwithstanding anything to the contrary herein Declarant reserves the right to (a) alter the design of the interior of Units owned by the Declarant without obtaining the consent of the Trustees or Unit Owners; (b) Use any parking space for parking of automobiles and trucks, for storage, or for any use which it deems necessary or desirable in connection with the redecoration and construction of the Units or Common Areas and Facilities and the sale or leasing of Units; and (c) install signs or fixtures in the Common Areas and Facilities incident to prospective purchasers and sales staff personnel or other parties on such days and during such hours as may be determined by Declarant in its sole discretion to allow inspection and showing of the unsold Units and buildings.

The signs, fixtures and other items installed in or upon the Common Areas and Facilities by Declarant to facilities the sale of the Units shall not be considered Common Areas and Facilities and shall remain the property of the Declarant, and shall be removed by the Declarant at its sole cost and expense.

Notwithstanding anything contained herein to the contrary, in addition to all other reservations of the Declarant contained in this Master Deed, the Declarant hereby reserves and shall have the right, without the consent of any Unit Owner or of the holder of a mortgage on any Unit, to grant easements across, under, over and through the Land



or any portion thereof, including the Common Areas which Declarant deems necessary or convenient in connection with the development of the Land and/or additional parcels of land contiguous with the Land and any buildings or improvements thereon. Such reserved rights to grant easements shall include, but not be limited to the rights of Declarant to increase the capacity, strength, number of pipes or otherwise affect the sewer system and other utility systems. The rights of Declarant reserved in this Section 15 shall terminate and be of no force and effect on the first to occur of the following: (1) seven (7) years from the date hereof; or (2) at such time as the Declarant has recorded a written instrument at the Hampshire County Registry of Deeds, executed by the Declarant, by which the Declarant expressly waives and releases the rights and easements reserved in Section 15 of the Master Deed.

B. Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and privilege to record a special amendment to this Master Deed at any time and from time to time which amends this Master Deed (i) to bring it into compliance with requirements or guidelines of any governmental insurer or guarantor or mortgages, FHLMC, FNMA, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such agencies or entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgage and first mortgage loans on Units, (iii) to bring this Master Deed into compliance with Chapter 183A, or, (iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Declarant as the true and lawful attorney-in-fact of each Unit Owner to vote in favor of, make, or consent to any such special amendment or special amendments on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant, acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor or, make, execute and record special amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls directly or indirectly title to any Unit.

16. Units Subject to Master Deed, Unit Deed, Declaration of Trust, Rules and Regulations.

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Trust, and any rules and regulations promulgated pursuant to the Trust, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Trust, and such rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

17. 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 other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

18. Waiver.

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

19. Captions.

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

20. FHLMC and FNMA Compliance.

Notwithstanding anything to the contrary in this Master Deed or the Declaration of Trust of the Condominium Trust, the following provisions shall apply and take precedence.

Section 20.1 – Definitions:

- (a) The term “FHLMC” means the Federal Home Loan Mortgage Corporation.
- (b) The term “FNMA” means the Federal National Mortgage Association.
- (c) The term “Eligible Mortgage Holder” means a holder of a first mortgage on a Unit.
- (d) The term “Eligible Insurer or Guarantor” means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matter from the Trust.
- (e) The term “Constituent Documents” means, collectively, the Master Deed, the Declaration of Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto and the Master Plans.

Section 20.2 – Provisions for Eligible Mortgage Holders.

To the extent permitted by applicable law, eligible mortgage holders shall be afforded the following rights:

- (a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, and the original plans and specifications, unless other action is approved by eligible mortgage holders holding mortgages or Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.
- (b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must be approved by eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.
- (c) Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation or interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51) percent of the votes of such remaining Units subject to eligible holder mortgages.

Section 20.3 – Amendment to Documents.

The following provisions do not apply to amendments to the constituent documents or termination of the Condominium regime made as a result of destruction, damage or condemnation pursuant to Section 20.2 above.

- (a) The consent of Owners of Units to which at least 75 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a Condominium.
- (b) The consent of the Owners of Units to which at least 75 percent of the votes in the Condominium Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the Condominium which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the Common Areas (or Units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use of the Common Areas or limited Common Areas;
6. Responsibility for maintenance and repair of the several portions of the Condominium;
7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
8. Boundaries of any Unit;
9. The interests in the general or limited Common Areas;
10. Convertibility of Units into Common Areas or of Common Areas into Units;
11. Leasing of Units;
12. Imposition of any restrictions on a Unit Owner's right to sell, transfer, or otherwise convey his or her Unit;
13. Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units;
14. Any decision by the Trust to establish self-management when professional management had been required previously by an eligible mortgage holder.

An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve such additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request, but this sentence shall not apply to FHLMC.

The provisions of Section 20.3 (B) shall not apply to the extent necessary to allow Declarant to add the Buildings and Units of additional phases to the Condominium in accordance with Section 9 of this Master Deed.

Section 20.5 – Additional Prohibitions.

Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium unless at least two-thirds (2/3) of the first mortgages (based upon one vote for each first mortgage owned), or Owners (other than the Declarants, developer, or builder) of the individual Condominium Units have given their prior written approval, the Condominium Trust shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium project;
- (b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of such Condominium Unit in the Common Areas;
- (c) Partition or subdivide any Condominium Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property. No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgages of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Areas and Facilities.

The provisions of 20.5 shall not apply to the extent necessary to allow Declarant to add the Buildings and Units of additional phases to the Condominium in accordance with Section 9 of this Master Deed.

Section 20.6 – FHLMC; FNMA.

The provisions of this Section 20 are set forth so that the Condominium will comply with the requirements of FHLMC and FNMA, and the provisions of this Section 20 shall be construed and interpreted in accordance with that intention. Notwithstanding anything to the contrary in the constituent documents, the provisions of this Section shall at all times take precedence over all other provisions in the constituent documents. In the event, at any time and from time to time that applicable rules and regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the constituent documents so that the constituent documents shall comply with such changed or modified rules and regulations of FHLMC or FNMA, or both.

21. Determination of Percentage Interest in Common Areas and Facilities:

The percentage of interest of the respective Units in the Common Areas and Facilities as set forth in Exhibit B hereto have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all the Units on this date.

Each Unit in the Condominium shall be entitled to the percentage of interest specified therefore in Exhibit "B" so long as the only Units in the Condominium are those set forth on Exhibit "B". From and after the inclusion in the condominium of other buildings containing residential Units, pursuant to and in accordance with the Declarant's reserved rights as set forth herein and the percentage interest of each Unit shall at all times be in accordance with the provisions of Chapter 183A and shall be distributed in the manner set forth in an Amended Exhibit "B" to be recorded at such time.

22. Chapter 183A.

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in the Master Deed or in the Trust, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of the Property or any portion thereof from the provisions of Chapter 183A. In case any provision of this Master Deed conflicts with the provisions of Chapter 183A, the provisions of said statute shall control.

23. Duration.

The Condominium hereby created shall terminate only upon the removal of the same from the provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A as amended from time to time at any annual or special meeting of the Unit Owners by the

affirmative vote of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interest; provided that notice of such removal is given in the notice of the meeting; and provided, further, that the holders of all mortgages of record on Units affected consent to such removal by written instruments duly recorded with the Registry of Deeds; and, provided further, that no portion of the condominium shall be removed from the operation of Chapter 183A prior to the termination of the Phasing Rights and the termination of Declarant's rights pursuant to Section 15 hereof unless Declarant consents to such removal by written instrument recorded with the Registry of Deeds. Notwithstanding the foregoing, and notwithstanding any other provisions of this Master Deed, such removal shall not require the consent of any holder of a mortgage, if at the time of such removal, the Declarant is the Owner of all Units in the Condominium.

24. Meanings of Terms.

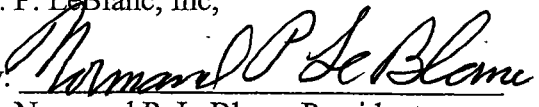
Capitalized terms used herein which are defined in the Trust and which are defined not specifically defined herein shall have the meaning given to them in the Trust. All terms and expressions herein used which are not defined herein or in the Trust but which are defined in Section 1 of Chapter 183A shall have the same meanings herein as set forth in said Section 1.


25. Power of Attorney.

The acceptance of a deed to a Unit by a Unit Owner shall constitute an agreement by such Unit Owner and say successor in title of such Unit Owner to execute, acknowledge and deliver to the Declarant any and all documents required by the Declarant, by any title insurance company insuring title to any Units, by Declarant's mortgage, and/or any lending institution making one or more loans secured by Units, to authorize the Declarant to add to the Condominium pursuant to the Phasing Rights, and/or add to the Condominium pursuant to the Phasing Rights, and/or to alter Units pursuant to said Section 15 hereof and/or to amend this Master Deed pursuant to Section 15 hereof and/or to including without limitation, to execute, acknowledge and deliver an irrevocable Power of Attorney coupled with an interest designating Declarant as such Unit Owner's attorney-in-fact for the purpose of executing, delivering and recording the additional Phase Amendments to the Master Deeds and any amendments to the Master Deed pursuant to Section 15 hereof.

IN WITNESS WHEREOF, N. P. Leblanc, Inc. . has caused these presents to be executed as a sealed instruments in its name and behalf by NORMAND P. LeBLANC, its President and Joan S. LeBlanc, its Treasurer, this 16th day of June, 2003

N. P. LeBlanc, Inc,

By:   
Normand P. LeBlanc, President

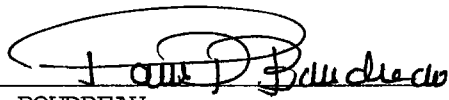
By:   
Joan S. LeBlanc, Treasurer

COMMONWEALTH OF MASSACHUSETTS

May 16 ,2003

Hampshire, ss.

Then personally appeared the above-named Normand P. LeBlanc and Joan S. LeBlanc and/acknowledged the foregoing instrument to be the free act and deed of N. P. LeBlanc, Inc., before me.

  
PAUL D. BOUDREAU



**EXHIBIT "A"**

**Description of land dedicated to Strong Farm Estates Condominium**

The following described land in the Town of South Hadley, County of Hampshire, Commonwealth of Massachusetts:

Being Parcel 3A as shown on a Plan of Land entitled "Plan of Land in South Hadley, Massachusetts, prepared for Normand P. LeBlanc, dated July 3, 2002". Said plan is recorded with Hampshire County Registry of Deeds in Plan Book 195, Page 44. Said Parcel 3A contains 7.6926 acres, more or less.

TOGETHER WITH the benefits and burdens of a Utility Easement Agreement between Loomis Communities, Inc., its successors and assigns and N.P. LeBlanc, Inc., its successors and assigns, which Easement is to be recorded in the Hampshire County Registry of Deeds. Said location of said Easement is shown on a Plan of Land recorded in the Hampshire County Registry of Deeds in Plan Book 196, Page 15.

SUBJECT to easements, restrictions and reservations as shown on a Plan of Land recorded in the Hampshire County Registry of Deeds in Plan Book 195, Page 144.

SUBJECT to an Order of Conditions, dated May 2, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6647, Page 113.

BEING the same premises conveyed to the Grantor herein by Deed dated April 11, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6608, Page 331.

**Exhibit B**  
**Units' Description And Beneficial Interest.**

Exhibit B to Strong Farm Estates Condominium Master deed  
 Unit Descriptions And Beneficial Interests

Unit NO.	Beneficial Interest in %	No. of Rooms and Designation	Approx. Sq. Footage of Unit
1	16.67	k, dr, 2brs, 2 bath,fr, sss,g, 5 bsr	3826(1st flr 1913+/- Basement 1913+/-)
2	16.666	k, dr, 2brs, 2 bath,fr, sss,g, obs	3826(1st flr 1913+/- Basement 1913+/-)
3	16.666	k, dr, 2brs, 2 bath,gr, sss,g, obs	3826(1st flr 1913+/- Basement 1913+/-)
4	16.666	k, dr, 2brs, 2 bath,fr, sss,g, obs	3826(1st flr 1913+/- Basement 1913+/-)
5	16.666	k, dr, 2brs, 2 bath,fr, sss,g, 3bsr	3826(1st flr 1913+/- Basement 1913+/-)
7	16.666	k, dr, 2brs, 2 bath,gr, sss,g, obs	3826(1st flr 1913+/- Basement 1913+/-)

100.0000

k= kitchen    fr=family room    bath=bathroom    br/brs=bedroom(s)  
 sss=3 season room    dr=dining room    g= garage  
 gr=great room    bsr= basement rooms    obs=open basement without rooms

Access to common areas is through main entrance and garage doors.

**Exhibit C**  
**Beneficial Interest Changes Upon Dedication Of Additional Units.**

Unit 1's Beneficial Interest will be rounded (either up or down) to assure that the total of beneficial interests equals 100%

No.of units Dedicated	Unit 1 Ben. Int %	Remaining Units Ben Int. %
7	14.29	14.285
8	12.5	12.5
9	11.112	11.111
10	10	10
11	9.1	9.09
12	8.337	8.333
13	7.696	7.692
14	7.141	7.143
15	6.662	6.667
16	6.25	6.25
17	5.888	5.882
18	5.565	5.555

# STRONG FARM ESTATES CONDOMINIUM

## RULES AND REGULATIONS

In this rules and regulations, the word "Condominium" shall refer to STRONG FARM ESTATES CONDOMINIUM and the words " Common Area and Facilities," "Trustees," "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating STRONG FARM ESTATES CONDOMINIUM.

### 1. COMMON AREA AND FACILITIES

- A. Unit owners shall not obstruct, deface, litter, destroy, alter or misuse in any manner the Common Area and Facilities.
- B. No articles of personal property shall be left unattended in the common areas, parking areas, sidewalks, lawns or elsewhere in the Common Areas except in those areas, if any, specifically designated by the Trustees.
- C. All personal property placed in any portion of the Common Area shall be the sole risk of the Unit Owner, and the Trustees shall not be liable for the loss, destruction, theft or damage to such property.

### 2. PETS

Only one domesticated pet of 25 pounds or less may be kept on the premises. It must be registered with the Secretary of the Board of Trustees using the appropriate certification form.

In no event shall pets be allowed in any common area unless they are on a leash. Pet Unit Owners shall be responsible for any damage to Common Areas or other Units caused by there pets. Pets shall not be allowed to defecate on Common Areas and Pet Unit Owners shall be responsible for the removal of pet feces from the Common Area.

### 3. WINDOWS, PORCHES, AND PATIOS.

- A. Each Unit Owner shall keep the porches and/or patio of each Unit clean and neat at all times, at the Unit Owner's sole cost and expense. In no event shall the porches be painted or otherwise altered to change their uniform appearance with the other porches of the Condominium.

- B. No awnings, antennas, aerials, signs or other alterations or projections shall be attached to the outside walls of the Unit, or hung or displayed from any window, porch or patio.
- C. No porches or patios shall be used as a storage area of unused furniture or other articles.
- D. No laundry, rugs, drapes, mops, or other items shall be hung outside any window, porch or patio.
- E. Residents shall not be permitted to install any additional heating or air-conditioning equipment from any window, porch or patio.

4. PARKING AND VEHICLE REGULATION

- A. Driveway and street parking are intended to be solely for the parking of registered automobiles. No buses, trucks, vans, trailers, recreational vehicles, or boats may not be parked in any driveway or street parking without express written consent of the Trustees.

No vehicle will be parked on the grass in front of the homes.

- B. All Unit Owners, and their guest shall observe and abide by all parking regulations. Vehicles parked in violation of any regulations may be towed away at the violator's sole risk and expense.
- C. Car washing and waxing activity will be restricted to the driveways and garages serving each home. Other car maintenance and repair work will not be permitted at STRONG FARM ESTATES.
- D. No unregistered vehicle shall be stored in driveways or any common area.

5. TRASH DISPOSAL

All household garbage must be stored in closed containers in the garages.

Trash shall be picked up by the Town of South Hadley and Unit Owners are responsible to put out their trash on the days so designated for trash pick up and are responsible to remove any receptacles by the end of the

day that the trash is picked up. It shall be the resident's responsibility to dispose of any trash too large to be disposed of by normal town trash pick up.

6. CONSTRUCTION WORK

- A. All construction work in a Unit shall be restricted to the hours between 8:00 o'clock a.m. and 5:00 p.m. on weekdays and Saturdays. No construction shall take place on Sunday or Holidays.
- B. Removal of construction debris from a Unit shall be the responsibility of the Unit Owner. Unit Owners will be charged for the removal of debris and any extra cleaning of the Common Area and Facilities which result from the remodeling of an individual Unit.

7. LANDSCAPING AND PLANTS

- A. No Unit Owner shall change the landscaping design of the Common Area and Facilities without the express written consent of the Trustees.

Potted plants placed on the porches may be changed and arranged at the discretion of the owner.

- B. Potted plants only will be allowed in the front of the garages no greater than 24 inches high.
- C. No bedding plants are allowed in front shrubbery area, around trees or any area around the Units.
- D. No lawn ornaments or artificial flowers allowed.

8 MISCELLANEOUS

- A. No resident shall use, employ, or direct any employees of the Trust or its managing agent during the hours of there employment for any private business. All request for there services must be directed to the Trust or its managing agent.
- B. No Unit Owner shall use his Unit in such a fashion which results in the cancellation of insurance maintained by the Trustees or the increases the cost of such insurance except that uses resulting in increase in premiums

may be allowed by specific arrangement with the Trustees providing for the payment of such increased cost by the Unit Owner.

- C. No noxious or unreasonably offensive activity shall be carried on in any Unit, or in the Common Area and Facilities, nor shall anything be done therein, either willfully, or negligently, which may be or become an annoyance or nuisance to the other Unit Owner or occupants.
- D. No clothes line shall be allowed.
- E. Barbecuing and other forms of outdoor cooking shall be permitted only on the rear patios of the Units.
- F. No "For Sale" signs, "For Rent" signs or other forms of advertising will be displayed on vehicles, buildings, or in the windows that will be visible from the walks or roadways.
- G. Units that are "For Sale", a 24 in. x 24 in. "For Sale" sign may be erected on the grounds in front of the Unit for sale.
- H. No solicitation or advertising handouts on a door to door basis shall be permitted on the properties of STRONG FARM ESTATES.
- I. Wreaths and other types of decoration items in keeping with the seasons, may be hung from the front entrance doors of the Units.
- J. Traditional holiday display of lights and decorations during the fall and winter seasons may be displayed in the front of the Unit and must be removed one week after Halloween, and one week after New Year's Day.
- K. "Flags" only American flags may displayed. They may be no larger than 3'x5'.
- L. Modifications to the exterior of the Unit is prohibited without express written consent of the Trustees.

**DECLARATION OF TRUST**  
**STRONG FARM ESTATES CONDOMINIUM**

**STRONG FARM LANE**  
**SOUTH HADLEY, MASSACHUSETTS 01075**



DECLARATION OF TRUST  
STRONG FARM ESTATES TRUST

This Declaration of Trust made this 16 day of <sup>May</sup> 2003 by NORMAND P. LeBLANC, and JOAN S. LeBLANC, all of Post Office Box 147, South Hadley, Massachusetts, (hereinafter referred to as "TRUSTEES"), which term shall include their successors and assigns as Trustees hereunder and any Trustee or Trustees for the time being hereunder howsoever appointed.

ARTICLE I

NAME OF TRUST

The trust hereby created shall be known as STRONG FARM ESTATES TRUST (hereinafter referred to as "TRUST"), and under that name, so far as legal, convenient and practicable, shall all business carried on by the TRUSTEES be conducted and shall all instruments in writing by the TRUSTEES be executed.

ARTICLE II

THE TRUST AND ITS PURPOSE

Section 2.1 - General

All of the rights in and to the Common Areas and Facilities (hereinafter referred to as "Common Areas and Facilities") of STRONG FARM ESTATES CONDOMINIUM (hereinafter referred to as "Condominium") established by a Master Deed (hereinafter referred to as "Master Deed"), of even date and recorded herewith, which are under the provisions of Massachusetts General Laws Chapter 183A, as amended, ("Chapter 183A") exercisable by the organization of Unit Owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to or held by the TRUSTEES hereunder shall vest in the TRUSTEES as joint tenants with right of survivorship as Trustees of this Trust, in trust, to exercise, manage, administer and dispose of the same (a) for the benefit of the owners of record from time to time (hereinafter referred to as "Unit Owners" or "Owners") of the Units (hereinafter referred to as "Units") of the Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 2.2 Trust Not A Partnership

It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates among themselves with respect to the trust property.

ARTICLE III

THE TRUSTEES

Section 3.1 - Number of Trustees.

There shall be at all times not less than two (2) nor more than seven (7) TRUSTEES, as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the Beneficial Interest hereunder, and subject to rights reserved to the Sponsor in Section 3.2. The term of each TRUSTEE shall be for three (3) years, except that the initial term

of JOAN S. LEBLANC shall be for one (1) year and the initial term of NORMAND P. LEBLANC shall be for two (2) years. If number of trustees are increased then there must always be an odd number of TRUSTEES.

If the number of TRUSTEES is increased by one the initial term of that Trustee shall be three years, if by three (3), one shall have an initial term of two (2) years and two shall have an initial term of three (3) years; if by five (5), one (1) shall have an initial term of one (1) year, one (1) shall have an initial term of two (2) years, and three (3) shall have an initial term of three (3) years.

Notwithstanding anything to the contrary in this Trust, until four (4) months after the Sponsor of the Master Deed or its successor in interest owns less than twenty-five (25%) percent of the Units covered by the Master Deed or five (5) years from the date of recording of the Master Deed for the Condominium, whichever first occurs, the Sponsor shall be entitled to appoint two (2) such TRUSTEES. Notwithstanding anything to the contrary in this Trust, during the time the Sponsor is entitled to appoint any TRUSTEE, any vacancy resulting from expiration of term, resignation, removal or death of a TRUSTEE appointed by the Sponsor may be filled by an instrument executed by the Sponsor and recorded with the Hampshire County Registry of Deeds stating the new TRUSTEE's name and business address and that such TRUSTEE is being so appointed, and containing the TRUSTEE's acceptance of appointment duly acknowledged. The Sponsor's rights under this Section 3.1 shall inure to the benefit of any successor to the Sponsor's interest in the Condominium.

#### Section 3.2 - Vacancies

Subject to the provisions of Section 3.1, -if and whenever the number of such TRUSTEES shall become less than two (2), or less than the number of TRUSTEES last determined as aforesaid, a vacancy or vacancies in the said office shall be deemed to exist. Each such vacancy shall be filled by a natural person elected by the holders of a majority of the Beneficial Interest hereunder; if such successor shall not be so elected within thirty (30) days after the vacancy occurs, then the remaining TRUSTEE or TRUSTEES shall make such appointment. Each appointment shall become effective upon the acceptance of such appointment, signed and acknowledged by the person so appointed, and recorded with the Hampshire County Registry of Deeds together with a certificate of such appointment signed by a majority of the then remaining TRUSTEES or TRUSTEE if any there be still in office or by Unit Owners holding a majority of the Beneficial Interest hereunder if there be no such TRUSTEES. Such person shall then be and become such Trustee and shall be vested with the title to the Trust property jointly with the remaining or surviving TRUSTEES or TRUSTEE without the necessity of any act or any transfer or conveyance. If for any reason any vacancy in the office of the TRUSTEE shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a TRUSTEE or TRUSTEES to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or TRUSTEE, after notice to all Unit Owners, the TRUSTEES, and such other parties in interest, if any, to whom the court may direct that notice be given. The term of any such successor TRUSTEE shall end on the same date as the term of the TRUSTEE who the successor replaces.

#### Section 3.3 Action by Majority.

The TRUSTEES may act by a majority vote at any duly called meeting at which a quorum is present and a quorum shall consist of the majority of the TRUSTEES but in no event less than two (2) TRUSTEES. The TRUSTEES, provided there shall be at least two (2) TRUSTEES in office, may also act without a meeting if a written consent thereto is signed by two-thirds (2/3) of the TRUSTEES then in office.

#### Section 3.4 - Resignation: Removal

Any TRUSTEE may resign at any time by instrument in writing signed and duly acknowledged by that TRUSTEE. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Any TRUSTEE may be removed (a) in the event of material breach of the TRUSTEE's fiduciary duty by vote of Unit Owners entitled to a majority of the Beneficial Interest hereunder and (b) for other cause or without cause by vote of Unit Owners entitled to seventy-five (75%) percent of the Beneficial Interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.2. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining TRUSTEES in office, or by the requisite number of Unit Owners required to effect such removal.

#### Section 3.5 – No Bond by TRUSTEE.

No TRUSTEE named or appointed, as hereinbefore provided, whether as original or successor TRUSTEE, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder may at any time, by notice in writing signed by them and delivered to the TRUSTEE or TRUSTEES affected hereby, require that any one (1) or more of the TRUSTEES shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium.

#### Section 3.6 - Compensation of TRUSTEES.

No TRUSTEE shall receive compensation for his services unless so provided by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a Common Expense of the Condominium. No compensation to a TRUSTEE may be voted during such time as the Sponsor shall be entitled to fifty-one (51%) percent or more of the Beneficial interest hereunder.

#### Section 3.7 – Limitation of Liability.

No TRUSTEE shall under any circumstances or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one (1) or more of the other TRUSTEES to have possession of the trust books or property, or be so liable or accountable by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

#### Section 3.8 - Dealing with Trust Not Prohibited.

No TRUSTEE or Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the TRUSTEES or with one (1) or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any TRUSTEE or Unit Owner shall be in any way interested be avoided, nor shall any TRUSTEE or Unit Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such TRUSTEE's holding office or of the fiduciary relation provided the TRUSTEE or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

#### Section 3.9 – Indemnification of Trustee.

The TRUSTEES shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by the TRUSTEES in execution of their duties hereunder, including without limiting the generality of the foregoing, liabilities in contract and tort and fines.

ARTICLE IV  
THE BENEFICIARIES AND THEIR BENEFICIAL INTEREST IN THE TRUST

Section 4.1 – The Beneficiaries and their Beneficial Interest.

The beneficiaries of this Trust shall be the Unit Owners of the STRONG FARM ESTATES CONDOMINIUM. The Beneficial Interest in this Trust shall be divided among the Unit Owners in the percentage of undivided Beneficial Interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium as it may be amended from time to time.

Section 4.2 – Exercise of Beneficial Interest.

The Beneficial Interest appertaining to each Unit shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than (1) person, the several owners of such Unit shall (a) determine and designate which one (1) of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the TRUSTEES of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the TRUSTEES and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the TRUSTEES may designate any one (1) such owner for such purposes.

ARTICLE V

BY-LAWS

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit owners established hereby.

Section 5.1 – Powers of Trustees.

The TRUSTEES shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith, subject to and in accordance with all applicable provisions of Chapter 183A, the Master Deed, and these By-Laws, and, without limiting the generality of the foregoing, the TRUSTEES may, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- A. Provide for the operation, care, upkeep and management of the Common Areas and Facilities of the Condominium or any part thereof.
- B. Engage in litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust.
- C. Determine and budget the Common Expenses required for the affairs of the Condominium, and collect the Common Expenses from the Unit Owners.
- D. Own, convey, encumber, lease and otherwise deal with units conveyed to it or purchased by it as the result of enforcement of the lien for Common Expenses, any right of first refusal, or otherwise.
- E. Purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights.
- F. Borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes,

bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing.

- G. Enter into an arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing leases, subleases, permits, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust.
- H. Invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;
- I. Incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;
- J. Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- K. Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one (1) or more of the TRUSTEES are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay, their compensation, and the TRUSTEES shall not be answerable for the acts and defaults of any such person. The TRUSTEES may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the TRUSTEES may designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one (1) or more of their own number to be the Managing TRUSTEE or Managing TRUSTEES for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof.
- L. Obtain insurance pursuant to the provisions of these By-Laws.
- M. Make repairs, additions and improvements to or alterations of the Common Areas and Facilities; and make repairs to and restoration of the Condominium property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- N. Adopt administrative Rules and Regulations governing the details of the operation and use of the Common Areas and Facilities; and
- O. Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the TRUSTEES were the absolute owners thereof

and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 - Maintenance and Repair of Units.

The Unit owners shall be responsible for the proper maintenance and repair of their respective Units.

Section 5.3 - Maintenance and Repair of Common Areas and Assessment of Common Expenses Thereof.

The TRUSTEES shall be responsible for arranging for the proper maintenance and repair of the Common Areas and Facilities. The TRUSTEES may approve payment of vouchers for such work; and the expenses of such maintenance and repair shall be assessed to the Unit Owners as Common Expenses as provided in Section 5.4 hereof. Provided, however, if maintenance or repair work in a given instance is necessitated by the negligence or misuse of a Unit Owner, the expense associated with such maintenance or repair work shall be assessed to such Unit Owner alone.

Section 5.4 - Common Expenses, Profits and Funds.

- A. The Unit Owners shall be liable for Common Expenses and entitled, subject to the TRUSTEES' judgment as to reserve funds, to common profits of the Condominium in proportion to their respective percentages of Beneficial Interest as set forth in ARTICLE IV hereof.
- B. The TRUSTEES shall establish and maintain from regular monthly assessments from each Unit Owner, an adequate reserve fund for maintenance, repair and replacement of improvements to the Common Areas of the Condominium. The Unit Owners shall be assessed to establish and maintain this fund, and shall be entitled to surplus accumulations, if any, in proportion to their respective percentages of Beneficial Interest as determined in accordance with ARTICLE IV hereof. Additionally, the TRUSTEES shall establish for working capital purposes or to acquire equipment or services as the TRUSTEES shall deem appropriate, a working capital fund equal to two (2) months' estimated assessments for each Unit Owner for the first fiscal year hereof, payable at the time of conveyance of the unit purchased by him and sixty (60) days after conveyance of the first such unit by the Sponsor of the Master Deed or its successor in interest with respect to all units then owned by it, the amount attributable to each latter such unit (and any interest thereon) to be returned to the Sponsor or its successor in interest upon the conveyance of that unit to another, and the payment by the purchaser to the TRUSTEES of such two (2) months' assessment. Amounts paid to the working capital fund shall not be considered as an advance against the assessments otherwise assessed under Section 5.4.
- C. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the TRUSTEES shall estimate the Common Expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The TRUSTEES shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of Beneficial Interest in the Common Areas and Facilities, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (38) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the previous year's assessment. In the

event that the TRUSTEES shall determine at any time during any fiscal years that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the TRUSTEES likely to be incurred, the TRUSTEES may make one (1) or more supplemental assessment and render statements to the Unit Owners for such assessments in the same manner as is done for annual assessments. The TRUSTEES shall, insofar as is feasible, provide for payments of statements in monthly, substantially equal, installments. The amount of each such statement shall be a personal liability of the Unit Owner (jointly and severally among the Owners of each Unit) and if not paid when due, shall carry interest at the rate equal to eighteen (18%) percent per annum and shall constitute a lien on the unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Massachusetts General Laws, Chapter 183A Any payment not received within fifteen (15) days will result in a late charge of three (3%) percent of any amount overdue.

- D. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the time he transfers record title to his Unit. Each new Unit Owner, by taking title to his Unit, shall thereby assume and become personally liable for the payment of all unpaid Common Expenses assessed against such Unit prior to its acquisition by him, except that any purchaser at a foreclosure sale of the first mortgage or transferee by deed in lieu of such foreclosure, or any purchaser from the first mortgagee of a Unit should the first mortgagee purchase at the said foreclosure sale or acquire title by such deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and due as of the time of his acquisition, but he shall be liable for assessments becoming due thereafter.
- E. In the event of default by any Unit Owner in paying to the TRUSTEES the Common Expenses charges against his Unit, such Unit Owner shall be obligated to pay all expenses, including attorney's fees, incurred in any proceeding brought to collect such unpaid Common Expense. Such expenses shall constitute a lien on the Unit pursuant to the provisions of Section 6 of said Chapter 183A.
- F. The TRUSTEES shall expend common funds only for such purposes as are permitted, hereby and by the provisions of Chapter 183A.

#### Section 5.5 – Certificate with respect to Unpaid Common Expenses.

No Unit Owner shall convey, mortgage, sell or lease his unit unless and until he shall have paid in full to the TRUSTEES all unpaid Common Expenses theretofore assessed by the TRUSTEES against his Unit, together with the interest due thereon and any costs of collection associated therewith. Within ten (10) business days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor or a Unit mortgagee addressed to the trustees, the TRUSTEES shall supply a certificate in accordance with Section 6(d) of Chapter 183A in recordable form stating the amount of any unpaid Common Expenses (including interest due thereon and costs of collection associated therewith) attributable to the Unit. Upon recording of such a certificate, the amount of any unpaid assessment stated therein shall be conclusively established as of such date in favor of all persons who rely thereon. Such certificate may be signed by any TRUSTEE and recorded at the Hampshire County Registry of Deeds and other appropriate public offices. Trustees may in their discretion establish a charge for supplying said certificate to reimburse the Trust for the costs associated with the production of such certificate.

#### Section 5.6 - Rebuilding, Restoration and Condemnation.

- A. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless the loss to the Common Areas

and Facilities exceeds ten (10%) percent of the value of the Condominium prior to the casualty and seventy-five (75%) percent or more of the Unit Owners do not agree to proceed with the repair or restoration as described in Paragraph E of this Section ) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common-Areas and Facilities have been damaged or destroyed (unless said Paragraph E of this Section is applicable), the TRUSTEES shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in Connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

- B. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the TRUSTEES shall allocate the available proceeds between (1) Common Areas and Facilities and (2) Unit(s) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all Unit Owners, as a Common Expense, the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available therefore and shall assess, levy or charge the Owner's) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit(s) in excess of the insurance proceeds available therefore.
- C. The TRUSTEES may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.
- D. If there shall have been repair or restoration pursuant to the foregoing provisions of this Section and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided into separate shares for the Trust and the Unit Owners of the damaged Unit, and shall then be paid over to the TRUSTEES and/or such Unit Owner entitled to a share.
- E. Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty, and
- (1) If seventy-five (75%) percent in interest of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any Common Funds shall be divided in proportion to the Unit Owner's respective Beneficial Interests, but, to the extent permitted by law, shall be paid first to the holder of any mortgage. Upon such sale of the Condominium, it shall be deemed removed from the provisions of Chapter 183A.
  - (2) If seventy-five (75%) percent in interest of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium in excess of any available Common Funds including the proceeds of any insurance, shall be a Common Expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court on such notice to the TRUSTEES as the Superior Court shall direct, for an order directing the purchase of his Unit by



the TRUSTEES at the fair market value thereof as approved by the Superior Court. The cost of any such purchase shall be a common Expense.

- F. In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Paragraphs A through E on this Section shall apply as if the taking were a casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units, such allocations shall be used in allocating the proceeds pursuant to the provisions of said paragraph A through E.

#### Section 5.7 - Improvements to Common Areas and Facilities.

If and whenever the TRUSTEES shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the Beneficial Interest in this Trust to make any such improvement, the TRUSTEES shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and estimated cost thereof, and authorizing the TRUSTEES to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the TRUSTEES of such agreement signed by the Unit Owners holding seventy-five (75%) percent or more of the Beneficial Interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (b) shall first occur, the TRUSTEES shall notify all Unit Owners of the aggregate percentage of Beneficial Interest held by the Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five (75%) percent, the TRUSTEES shall proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all Unit Owners holding more than fifty (50%) percent but less than seventy-five (75%) percent of the Beneficial Interest so consent, the TRUSTEES shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

#### Section 5.8 – Arbitration of Disputed TRUSTEE Action.

Notwithstanding anything contained in Sections 5.6 and 5.7, in the event that any Unit owner, by written notice to the TRUSTEES, shall dissent from any determination of TRUSTEES with respect to the value of the Condominium or any other determination or action of the TRUSTEES under Section 5.6 and 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the TRUSTEES or the dissenting Unit owner shall submit the matter to arbitration. For that purpose, one (1) arbitrator shall be designated by the TRUSTEES, one (1) by the dissenting Unit Owner and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The TRUSTEES' decision that work constitutes a repair, rebuilding or restoration shall be binding on all Unit Owners unless shown to have been made in bad faith. The TRUSTEES shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the TRUSTEES' estimate of all costs thereof.

#### Section 5.9 – Insurance.

- C. The TRUSTEES shall obtain and maintain, to the extent obtainable, a master policy of insurance providing fire and extended coverage insurance insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all insuring carpeting or other floor covering, wall coverings, appliances, fixtures, additions, alterations and improvements thereof, but not including any furniture, furnishings, household and personal property belonging to

and owned by individual Unit Owners in an amount at least equal to the full replacement value thereof (as determined by the TRUSTEES not less frequently than on the renewal date of the policy), without deduction for depreciation. In determining full replacement value, the TRUSTEES may reasonably rely upon the advice of the insurer or their insurance agent. Such insurance shall name the TRUSTEES as Insurance Trustees for the benefit of all unit Owners and their mortgagees, with loss payable to and adjusted by the TRUSTEES as Insurance Trustees in accordance with the provisions of these By-Laws.

- D. Policies for such casualty insurance shall provide: (i) that the insurance company waives any right of subrogation against the TRUSTEES and their agents and employees and the Unit owners and their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by an act or negligence of any Unit Owners or occupants of Units or any other person or firm (including employees and agents of the TRUSTEES) when such act or neglect is not within the control of the TRUSTEES (or Unit Owners collectively); (iii) that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; and (v) if available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.
- E. The TRUSTEES shall also obtain and maintain, to the extent obtainable, public liability insurance in such amounts as the TRUSTEES may, from time to time determine but in no case less than a single limit of ONE MILLION (\$1,000,000.00) DOLLARS for injury or death to one (1) person and for injury or death to more than one (1) person in the same accident and a limit of ONE MILLION (\$1,000,000.00) DOLLARS for damage to property, covering the TRUSTEES and each Unit Owner with respect to Common Areas and Facilities, such insurance to provide cross liability coverage with respect to liability claims of any one (1) insured there under against any other insured there under. This policy must contain a provision that it cannot be cancelled or substantially modified unless at least ten (10) days written notice is given to the Trust and holders of mortgages on individual units.
- F. A fidelity bond naming the Condominium Trust as an obligee and covering all officers, directors, TRUSTEES, and employees of this Trust, and every management agent appointed by the TRUSTEES with coverage as the TRUSTEES in their business judgment shall reasonable deem adequate, but in no event less than three (3) months' assessments for the entire Condominium then being charged under Section 5.4 plus the aggregate of reserve funds then held by the TRUSTEES under Section 5.4. Such fidelity bond shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee". This bond may not be cancelled or substantially modified unless at least ten (10) days written notice is given to the Trust and holders of mortgages on individual units.
- G. Such other insurance as the TRUSTEES shall determine to be appropriate.
- H. The Unit Owners shall carry insurance for their own benefit insuring furniture, furnishings and other property located within their respective Units, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the TRUSTEES shall not be

affected or diminished by reason of any such additional insurance carried by any Unit Owner:

- I. Each Unit Owner shall have the duty to report immediately to the TRUSTEES any improvements made to his Unit in excess of ONE THOUSAND (\$1,000.00) DOLLARS, so that the TRUSTEES may increase as necessary the amount of insurance coverage required by these By-Laws, and the Unit Owner making the improvement shall pay the cost of the additional insurance coverage, if any, resulting therefrom.
- J. Such master policies shall provide that adjustment of loss shall be made by the TRUSTEES and that all proceeds thereof shall be payable to the TRUSTEES as insurance trustees under these By-Laws. The duties of the TRUSTEES as insurance trustees shall be to negotiate losses and execute releases of liability, to receive such proceeds as are paid, to hold, use and disburse the same for the purposes stated in this Section and Sections 5.6 and 5.7 and to perform all other acts necessary to accomplish such purposes. Each Unit Owner, by accepting this Unit Deed, appoints the TRUSTEES as insurance trustees as attorney-in-fact for such purposes. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or unit owner for whom held upon completion of repair or restoration; but if pursuant to Sections 5.6 and 5.7, restoration or repair is not to be made, all insurance loss proceeds shall be held as Common funds of the Trust and applied for the benefit of Unit Owners in proportion to their percentage interests as listed in Section 4.1, if the Condominium is totally destroyed, and, in the event of a partial destruction, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application of insurance proceeds for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

#### Section 5.10 -Meetings.

- A. Unit Owners. There shall be an annual meeting of Unit Owners on the first Monday of October at 7:30 p.m. at the Condominium. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the TRUSTEES and shall be called by the TRUSTEES upon the written request of Unit Owners entitled to more than thirty-three (33%) percent of the Beneficial Interest of the Trust. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the TRUSTEES to all Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners the TRUSTEES shall submit reports of the management and finances of the Condominium. Whenever at any meeting the TRUSTEES propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the Beneficial interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business.

- B. TRUSTEES. The TRUSTEES shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect such officers as they deem expedient. Other meetings may be called by any TRUSTEE (if there be no more than three (3) then in office) or by any two (2) TRUSTEES (if there be more than three (3) then in office), provided that notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to the other TRUSTEES. A majority of TRUSTEES then in office shall constitute a quorum for all meetings.

#### Section 5.11 - Notices to Unit Owners.

Every notice to a Unit Owner required under the provisions of this Trust, or which may be deemed by the TRUSTEES necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one (1) or more of the TRUSTEES to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the TRUSTEES some other address for the receipt of notices in which case notice shall be mailed to that address. All notices shall be delivered or mailed at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. Whenever at any meeting the TRUSTEES propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter.

#### Section 5.12 - Inspection of Books; Reports to Unit Owners

Books, accounts and records of the TRUSTEES and of Unit Owners shall be open to inspection by any one (1) or more of the TRUSTEES, the Unit Owners and any first mortgagee at all reasonable times. The TRUSTEES shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient for them, submit to the Unit Owners a report of the operations of the TRUSTEES for such year, which report shall include financial statements in such summary form and in only such detail as the TRUSTEES shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the TRUSTEES given by certified or registered mail within a period of three (3) months after the date of its receipt by him shall be deemed to have assented thereto.

#### Section 5.13 - Checks, Notes, Drafts and Other Instrument.

Check, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the TRUSTEES or of the Trust must be signed by at least two (2) TRUSTEES, or by any person or persons to whom such power may have been delegated by not less than a majority of the TRUSTEES.

#### Section-5.14 - Fiscal Year.

The fiscal year of the Trust shall be the year ending the 31 of December.

#### Section 5.15 - Rules n Regulations.

The TRUSTEES may from time to time, adopt, amend and rescind rules and regulations governing the operation and use of the Common Areas and Facilities, and such restrictions on and requirements respecting the use and maintenance of the units the use of the Common Areas and Facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the

Common Areas and Facilities. Such rules and regulations and any changes therein shall become effective upon copies thereof being given to the Unit Owners. The TRUSTEES do hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

#### Section 6.1 – Reliance on Identity of Trustees.

No purchaser, mortgagee, lender or other person dealing with the TRUSTEES, as they then appear of record in the Hampshire County Registry of Deeds, shall be bound to ascertain or inquire further as to the identity of said TRUSTEES, or be affected by any notice, whether implied, constructive or actual, otherwise than by a Certificate thereof signed by one (1) or more of the persons appearing of record in the Registry of Deeds as TRUSTEES, and such record or certificate shall be conclusive evidence of the personnel of the TRUSTEES and of any changes therein. The receipts of the TRUSTEES, or any one (1) or more of them, for money or things paid or delivered to them or him shall be effective discharges therefrom to the persons paying or delivering the same, and no person from whom the TRUSTEES, or any one (1) or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the TRUSTEES or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the TRUSTEES and any instrument of appointment of a new TRUSTEE or resignation or removal of an old TRUSTEE purporting to be executed by the TRUSTEES, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the TRUSTEES of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

#### Section 6.2 -- No Personal Liability in Trustees.

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the TRUSTEES or by an agent or employee of the TRUSTEES, or by reason of anything done or omitted to be done by or on behalf of them, against the TRUSTEES individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise; and all persons extending credit to, contracting with or having any claim against the TRUSTEES, shall look only to the Trust property for payment under contract or claim, or for the payment of any debts, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the TRUSTEES, so that neither the TRUSTEES nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit owners under provisions of Chapter 183A.

#### Section 6.3 - All Obligations Subject to this Trust

Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, Issued or executed by the TRUSTEES, or by any agent or employee of the TRUSTEES, shall be deemed to have been entered into subject to the

terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

## ARTICLE VII

### AMENDMENT AND TERMINATION

#### Section 7.1 - Amendment

Except as stated in Section 8, the TRUSTEES, with consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the Beneficial Interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the TRUSTEES first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) which would purport to change the percentage of the Beneficial Interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the undivided interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed therein, (b) which adversely affects any Unit owned by the Sponsor may be changed without Sponsor's written consent, or (c) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deed by any two (2) TRUSTEES, if there be at least two (2) then in office (or one (1) TRUSTEE if there be only one (1) in office), setting forth in full the amendment, alterations, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the TRUSTEES to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinabove provided.

#### Section 7.2 - Termination.

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure set forth in Section 19 thereof.

#### Section 7.3 - Distribution upon Termination

Upon the termination of this Trust, the TRUSTEES may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the TRUSTEES and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property

then held by them in trust hereunder to the Unit Owners as tenants-in-common, according to their respective percentages of Beneficial Interest hereunder. All valuations made by the TRUSTEES shall be conclusive. In making any sale under this provision, the TRUSTEES shall have power to sell by public auction or private sale or contract and buy in or rescind or vary any contract of sale or contract and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The power of sale and all other powers herein given to the TRUSTEES shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII  
FHLMC AND FNMA COMPLIANCE

Notwithstanding anything to the contrary in this Declaration of Trust of the STRONG FARM ESTATES CONDOMINIUM, the following provisions shall apply and take precedence:

Section 8.1 – Definitions:

- A. The term “FHLMC” means the Federal Home Loan Mortgage Corporation.
- B. The term “FNMA” means the Federal National Mortgage Association.
- C. The term “Eligible Mortgage Holder” means a holder of a first mortgage on a Unit.
- D. The term “Eligible Insurer or Guarantor” means an insurer or governmental guarantor of a first mortgage who has requested notice of Certain matters from this Trust.
- E. The term “Constituent Documents” means, collectively, the Master Deed, this Trust and the By-Laws and rules and regulations thereto and the Master Plans.

Section 8.2 – Rights of Eligible Mortgage Holders and Eligible Insurance or Guarantors.

- A. Notice: Upon written request to this Trust identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to :
  - 1) Timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit or which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.
  - 2) Timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by Trust;
  - 3) Notification of any default in the performance by the individual Unit borrower of any obligation under the Condominium constituent documents which is not cured within thirty (30) days.

- 4) Written certification as to the percentage of Unit Owners who are more than one (1) month delinquent in the payment of Condominium Common Area charges or assessments.
- 5) A statement to the best of the TRUSTEES' knowledge as to the percentage of Units which have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of Units which are occupied by individual Unit Owners as their primary year round residence; and in the making of the statements referred to in this sentence, the TRUSTEES shall be entitled to rely upon verbal or written information furnished by Unit Owners and the TRUSTEES shall not be obligated to make any independent inquiry or attempt to confirm the veracity of any statements made by a Unit Owner, and the statements made by the TRUSTEES under the provisions of this sentence shall be understood to have been made to the best of the TRUSTEES' knowledge and shall not constitute a warranty, representation, or certification.
- 6) Inspect the books, records and financial statements of the Condominium Trust during normal business hours or under other reasonable circumstances.
- 7) Receive an audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Trust.
- 8) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings.
- 9) Receive timely written notice of any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified herein.

B. Other Provisions for Eligible Mortgage Holders: To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

- 1) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.
- 2) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must be approved by eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.
- 3) Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to eligible holder mortgages.
- 4) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by this Trust shall



require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.

Section 8.3 - Amendment to Documents:

The following provisions do not apply to amendments to the constituent documents, or termination of the Condominium regime made as a result of destruction, damage or condemnation pursuant to Section 8.2 above.

- A. The consent of Owners of Units to which seventy-five (75%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a Condominium.
- B. The consent of the Owners of Units to which seventy-five (75%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:
  - 1) Voting;
  - 2) Assessments, assessment liens or subordination of such liens;
  - 3) Reserves for maintenance, repair and replacement of the Common Areas (or Units if applicable);
  - 4) Insurance or Fidelity Bonds;
  - 5) Rights to use the Common Areas;
  - 6) Responsibility for maintenance and repair of the several portions of the Condominium;
  - 7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
  - 8) Boundaries of any Unit;
  - 9) The interests in the general or limited Common Areas;
  - 10) Convertibility of Units into Common Areas or of Common Areas into Units;
  - 11) Leasing of Units;
  - 12) Imposition of any right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;
  - 13) Any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

An additional or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve additions or amendments who does not deliver or post

to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request, but this sentence shall not apply to FHLMC.

The provisions of Section 8.3 shall not apply to the extent necessary, to allow Declarant to add Units to Condominium in accordance with Section 7 of this Master Deed.

#### Section 8.4 – First Mortgage Obtaining Title.

Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, and shall take the property free of any claims for such assessments or charges.

#### Section 8.5 – Additional Prohibitions.

Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area of the Condominium unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each first mortgage owned), or owners (other than the sponsors, developer, or builder) of the individual Condominium Units have given their prior written approval, this trust shall not be entitled to:

- A. By act or omission, seek to abandon or terminate the Condominium project;
- B. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of such Condominium Unit in the Common Areas;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Areas) for other than the repair, replacement or reconstruction of such Condominium property. No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Areas and Facilities.

The provisions of Section 8.5 shall not apply to the extent necessary to allow Declarant to add the Units to the Condominium in accordance with Section 7 of this Master Deed.

#### Section 8.6 – Vote or Consent.

The right of any Unit Owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions of this Trust or the Master Deed may be assigned to or restricted in favor of any Mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of said Chapter 183A and that the Mortgagee has notified the TRUSTEES of such assignment or restriction in writing.

#### Section 8.7 – Leases.

All leases or rental agreements for Units shall be in writing and specifically subject to the requirements of the constituent documents. No Unit may be leased or rented for a period of less than thirty (30) days with a minimum initial term of six (6) months.

#### Section 8.8 – Professional Management.

The TRUSTEES shall make no agreement for professional management of the Condominium, or any contract with the Declarant, which exceeds a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

#### Section 8.9 – FHLMC; FNMA.

The provisions of this ARTICLE VIII are set forth so that the Condominium will comply with the requirements of FHLMC and FNMA, and the provisions of this ARTICLE VIII shall be construed and ' interpreted in accordance with that intention. Notwithstanding anything to the contrary in the constituent documents, the provisions of this ARTICLE VIII shall at all times take precedence over all other provisions in the constituent documents, and this ARTICLE VIII shall not be amended or modified without the express prior written consent of FHLMC and FNMA except as expressly provided in the immediately following sentence. In the event, at any time and from time to time, that applicable rules and regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibitor. contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the constituent documents so that the constituent documents shall comply with such changed or modified .rules and regulations of FHLMC or FNMA, or both.

#### Section 9.1 – Fines

The Trustees in their discretion may adopt fines to enforce the provisions of the Rules and Regulations. The fines shall not exceed TWENTY-FIVE AND 00/100 (\$25.00) DOLLARS per day per violation and shall be a consensual lien on the Unit of the Unit Owner found to be in violation of any rule and regulation but such lien shall not be placed on any such Unit until the .violating Unit Owner has received notice of the violation ant the fine and has an opportunity to have his case heard.

### ARTICLE X

#### CONSTRUCTION-AND INTERPRETATION

#### Section 10.1 - Construction

In the construction hereof; whether or not so expressed, words used in the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The titled headings of different parts hereof are inserted only for the convenience of reference and are not to control or affect the meaning, construction,. interpretation or effect hereof. All the

trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts, Unless the context otherwise indicates, word; defined in Chapter 183A shall have the same meaning herein.

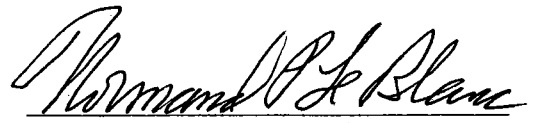
Section 10.2 - Waiver

The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

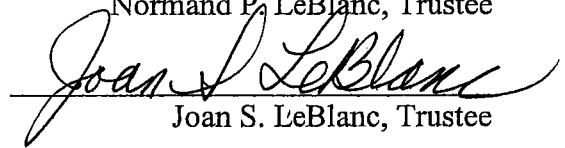
Section 10.3 - Partial Invalidity

The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of May, 2003.



Normand P. LeBlanc, Trustee



Joan S. LeBlanc, Trustee

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

May 16, 2003

Then personally appeared the above-named Normand P. LeBlanc and Joan S. LeBlanc, acknowledged the foregoing instrument to be their free act and deed before me.



Notary Public: PAUL D. BOUDREAU  
My Commission Expires: 10/30/03



**PHASE AMENDMENT ADDING  
UNITS 6, 9 AND 11  
TO STRONG FARM ESTATES CONDOMINIUM**

**STRONG FARM LANE  
SOUTH HADLEY, MASSACHUSETTS 01075**

PHASE AMENDMENT ADDING  
UNITS 6, 9 AND 11  
TO STRONG FARM ESTATES CONDOMINIUM

N. P. LeBlanc, Inc, a Massachusetts Corporation, Declarant of STRONG FARM ESTATES CONDOMINIUM, the Master Deed of which is recorded with the Hampshire County Registry of Deeds in Book 7201 Page, 1 pursuant to Section 9 of said Master Deed , hereby amends said Master Deed as follows to add Units 6, 9 and 11 to said Condominium.

Plans

Pursuant to Section 12 of said Master Deed simultaneously with this Phase Amendment a set of floor plans has been recorded showing the layout, location, Unit numbers and dimensions of the Units 6, 9 and 11 , stating that the Buildings have no names, and bearing the verified statement of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit numbers, dimensions and approximate area of the additional Phase Units, as built.

Designation of Units and Their Boundaries.

Exhibit B of said Master Deed is hereby replaced by the Exhibit B attached hereto and made a part hereof. Said new Exhibit B includes all units dedicated to the Condominium as of this date being units 1, 2, 3, 4, 5, 6, 7, 9 and 11.

IN WITNESS WHEREOF, N. P. Leblanc, Inc. has caused these presents to be executed as a sealed instruments in its name and behalf by NORMAND P. LeBLANC, its President and JOAN S. LEBLANC, its Treasurer, this 4th day of September, 2003

  
NORMAND P. LeBLANC, President


  
JOAN S. LEBLANC, Treasurer

Commonwealth of Massachusetts

Hampshire, ss.

September 4 ,2003

Then personally appeared the above named NORMAND P. LeBLANC, President and JOAN S. LEBLANC, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of N. P. LeBlanc, Inc., before me,

  
\_\_\_\_\_  
PAUL D. BOUDREAU Notary Public

My commission expires: 10 / 30 / 03



Exhibit B to Strong Farm Estates Condominium Master deed  
 Unit Descriptions And Beneficial Interests

Unit NO.	Beneficial Interest in %	No. of Rooms and Designation	Approx. Sq. Footage of Unit
1	11.112	k, dr, 2brs, 2 bath, fr, sss, g, 5 bsr	3826(1st flr 1913+/- Basement 1913+/-)
2	11.111	k, dr, 2brs, 2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Basement 1913+/-)
3	11.111	k, dr, 2brs, 2 bath, gr, sss, g, obs	3826(1st flr 1913+/- Basement 1913+/-)
4	11.111	k, dr, 2brs, 2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Basement 1913+/-)
5	11.111	k, dr, 2brs, 2 bath, fr, sss, g, 3bsr	3826(1st flr 1913+/- Basement 1913+/-)
6	11.111	k, dr, 2brs, 21/2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Basement 1913+/-)
7	11.111	k, dr, 2brs, 2 bath, gr, sss, g, obs	3826(1st flr 1913+/- Basement 1913+/-)
9	11.111	k, dr, 2brs, 21/2 bath, fr, sss, g, 2bsr, bbath	3826(1st flr 1913+/- Basement 1913+/-)
11	11.111	k, dr, 2brs, 21/2 bath, fr, sss, g, 2bsr, bbath	3826(1st flr 1913+/- Basement 1913+/-)
	100.0000		

k= kitchen fr=family room bath=bathroom  
 sss=3 season room dr=dining room  
 gr=great room bsr= basement rooms  
 bbath= bsement half bath  
 br/brs=bedroom(s)  
 g= garage  
 obs=open basement without rooms

**PHASE AMENDMENT ADDING  
UNITS 8, 10, 13, 14, 15, 16, 17 AND 18  
TO STRONG FARM ESTATES CONDOMINIUM**

**STRONG FARM LANE  
SOUTH HADLEY, MASSACHUSETTS 01075**

**PHASE AMENDMENT ADDING  
UNITS 8, 10, 13, 14, 15, 16, 17 and 18  
TO STRONG FARM ESTATES CONDOMINIUM**

N. P. LeBlanc, Inc, a Massachusetts Corporation, Declarant of STRONG FARM ESTATES CONDOMINIUM, the Master Deed of which is recorded with the Hampshire County Registry of Deeds in Book 7201 Page, 1 pursuant to Section 9 of said Master Deed, as amended by an amendment recorded with said Registry in Book 7441 Page 275, hereby amends said Master Deed as follows to add Units 8, 10, 13, 14, 15, 16, 17 and 18 to said Condominium.

Plans

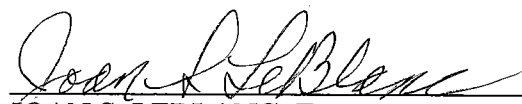
Pursuant to Section 12 of said Master Deed simultaneously with this Phase Amendment a set of floor plans has been recorded showing the layout, location, Unit numbers and dimensions of the Units 8, 10, 13, 14, 15, 16, 17 and 18, stating that the Buildings have no names, and bearing the verified statement of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit numbers, dimensions and approximate area of the additional Phase Units, as built.

Designation of Units and Their Boundaries.

Exhibit B of said Master Deed is hereby replaced by the Exhibit B attached hereto and made a part hereof. Said new Exhibit B includes all units dedicated to the Condominium as of this date being units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18

IN WITNESS WHEREOF, N. P. Leblanc, Inc. has caused these presents to be executed as a sealed instruments in its name and behalf by NORMAND P. LeBLANC, its President and JOAN S. LEBLANC, its Treasurer, this 31st day of October, 2003

  
NORMAND P. LeBLANC, President

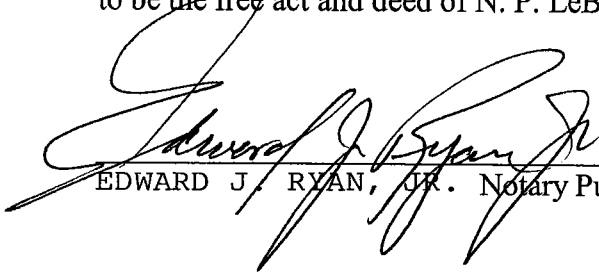
  
JOAN S. LEBLANC, Treasurer

Commonwealth of Massachusetts

Hampshire, ss.

October 31, 2003

Then personally appeared the above named NORMAND P. LeBLANC, President and JOAN S. LeBLANC, Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of N. P. LeBlanc, Inc., before me,

  
EDWARD J. RYAN, JR. Notary Public

My commission expires: 1 18 10

Exhibit B to Strong Farm Estates Condominium Master deed  
 Unit Descriptions And Beneficial Interests

Unit NO.	Beneficial Interest in %	No. of Rooms and Designation	Approx. Sq. Footage of Unit
1	5.888	k, dr, 2brs, 2 bath, fr, sss, g, 5 bsr	3826(1st flr 1913+/- Baseme nt 1913+/-)
2	5.882	k, dr, 2brs, 2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
3	5.882	k, dr, 2brs, 2 bath, gr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
4	5.882	k, dr, 2brs, 2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
5	5.882	k, dr, 2brs, 2 bath, fr, sss, g, 3bsr	3826(1st flr 1913+/- Baseme nt 1913+/-)
6	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
7	5.882	k, dr, 2brs, 2 bath, gr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
8	5.882	k, dr, 2brs, 2 bath, fr, sss, g, obs	3826(1st flr 1913+/- Baseme nt 1913+/-)
9	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, 2bsr, bbath	3826(1st flr 1913+/- Baseme nt 1913+/-)
10	5.882	k, dr, 2 brs, 2 bath, gr, sss, g, 3 bsr	3826(1st flr 1913+/- Baseme nt 1913+/-)
11	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, 2bsr, bbath	3826(1st flr 1913+/- Baseme nt 1913+/-)
13	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, 3bsr, bbath, p	3826(1st flr 1913+/- Baseme nt 1913+/-)
14	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, 3bsr, bbath, bs br, p	3826(1st flr 1913+/- Baseme nt 1913+/-)
15	5.882	k, dr, 2 brs, 2 bath, gr, sss, g, 4 bsr, bbath, p	3826(1st flr 1913+/- Baseme nt 1913+/-)
16	5.882	k, dr, 2 brs, 2 bath, gr, sss, g, obs, p	3826(1st flr 1913+/- Baseme nt 1913+/-)
17	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, 3bsr, bbath, p	3826(1st flr 1913+/- Baseme nt 1913+/-)
18	5.882	k, dr, 2brs, 2 1/2 bath, fr, sss, g, obs, p	3826(1st flr 1913+/- Baseme nt 1913+/-)

100.0000

k= kitchen fr=family room bath=bathroom  
 sss=3 season room dr=dining room  
 gr=great room bsr= basement rooms  
 bbath= bsement half bath p= ground level porch(covered or uncovered)

br/brs=bedroom(s)  
 g= garage  
 obs=open basement without rooms  
 bsbr= basement bedroom