

**MASTER DEED**

**DEEPWOODS CONDOMINIUM**

This MASTER DEED of DEEPWOODS CONDOMINIUM, made this 14th day of May, 1999, WITNESSETH THAT:

DAVID J. MCCUTCHEON (hereinafter referred to as the "Declarant"), being the sole owner of the land at 399 Bridge Road, (Florence) Northampton, Hampshire County, Massachusetts, with the buildings thereon, bounded and described as set forth on Exhibit A attached hereto, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be known as Deepwoods Condominium to be governed by and subject to the provisions of said Chapter 183A.

I. NAME OF CONDOMINIUM / GENERAL INFORMATION

The name of the Condominium shall be Deepwoods Condominium. It is the intention of the Declarant to develop said Condominium in no more than three (3) phases, designated as Phase I through Phase III, by amendment of this Master Deed as set forth in Article 8 hereof.

All terms and expressions used herein that are defined in Chapter 183A of the General Laws of Massachusetts, shall have the same meanings unless the context otherwise requires.

The Condominium is planned to be developed as a phased Condominium, each phase of which shall include one or more buildings with each building containing two Condominium Units. The Declarant may amend this Master Deed, without the need for consent or signature of any unit owner or any other party, so as to add additional phases to the Condominium.

2. DESCRIPTION OF LAND: 399 BRIDGE ROAD, (FLORENCE) NORTHAMPTON, MA.

The land in (Florence), Northampton, Hampshire County, Massachusetts being shown and designated on a Plan entitled "Site Plan Deepwoods Condominium 399 Bridge Road Northampton, Massachusetts prepared for David J. McCutcheon" prepared by Harold L. Eaton And Associates, Inc. dated May 11, 1999, and recorded in the Hampshire County Registry of Deeds in Plan Book 185, Page 72, more particularly described in Exhibit A attached hereto.

For the Declarant's title see deed of Margaret M. Kirby and Eileen M. Kirby to David J. McCutcheon, which deed is dated October 8, 1998 and recorded with the Hampshire County

Registry of Deeds, Book 5504, Page 96. See also deed of F. Richard Wall, Mary Ann Wall and Wanda B. Kimble, which deed is dated October 8, 1998 and recorded with said Registry of Deeds, Book 5504, Page 101.

Said Premises are subject to zoning laws of the City of Northampton, Massachusetts, and are subject to and with the benefit of rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable.

The above described Premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Declarant and the Board of Managers shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

The above described Premises are also subject to an easement given by David J. McCutcheon to Jagdish Singh and Balbir Singh, which easement is dated October 8, 1998 and recorded with the Hampshire County Registry of Deeds, Book 5504, Page 104.

The above described Premises are also subject to an easement given by David J. McCutcheon to Massachusetts Electric Company, which easement is dated February 8, 1999 and recorded with the Hampshire County Registry of Deeds, Book 5640, Page 304.

The above described Premises are also subject to an easement given by David J. McCutcheon to William A. Letendre, which easement is dated May 7, 1999 and recorded with the Hampshire County Registry of Deeds, Book 5684, Page 27.

The Declarant reserves exclusively to himself, his agents, his successors-in-title and nominees, for a period ending five (5) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes related to the completion of the Condominium project, including the development and addition to the Condominium of future phases as permitted by the Master Deed should the declarant elect to develop same pursuant to the rights reserved to the Declarant in this Master Deed. The rights of the Declarant in this regard shall include but not be limited to the transportation of construction materials in order to complete work (if any) on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities.

### 3. DESCRIPTION OF BUILDINGS.

Until the Amendment of the Master Deed to create Phase II or an additional phase of the Condominium, the units of the Condominium shall be only those included within the buildings of

Phase I as shown on the Condominium Plans filed herewith. Phase I of the Condominium consists of one building containing two home residences, Unit E and Unit F.

The building in Phase I is constructed principally of a poured concrete foundation, wood-frame construction and vinyl siding and asphalt shingled roof. The buildings consists of one story plus a basement and an attached garage.

If Phase II is created as presently contemplated by Declarant it shall consist of one, two or three buildings containing two home residences in each building and shall be constructed of substantially the same material as the building of Phase I and shall be consistent with the quality of construction of Phase I.

If Phase III is created as presently contemplated by Declarant it shall consist of one or two buildings containing two home residences and shall be constructed of substantially the same material as the building of Phase I and shall be consistent with the quality of construction of Phase I.

#### 4. DESCRIPTION OF UNITS.

The designation of each Condominium unit in Phase I of the Condominium (the "Units") in the Building, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Exhibit B annexed hereto and made a part hereof. Exhibit B shall be amended as necessary to reflect the as built plans in subsequent phases with respect to the units in Phases II through III of the Condominium and such amendments shall be recorded with the amendment to the Master Deed creating such Phases II through III. The boundaries of each of the residential Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The upper surface of the subflooring or, in the case of the basement floor, the lower surface of the concrete floor slab.
- (b) Ceilings: The plane of the lower surface of the joists or floor joists.
- (c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.
- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames.

Each unit shall have appurtenant thereto, and the same shall pass with each unit as an inseparable appurtenance thereto, the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of this Master Deed and the provisions of the By-

Laws of THE DEEPWOODS CONDOMINIUM and the rules and regulations thereto, to use:

- (e) The patio area;
- (f) stoops and steps adjacent to the front and other exterior doors of such unit and which serve only such unit;

The outside parking spaces, driveway and the structures of the patio and porches, exterior stoops and stairs, conduits, plumbing, pipes and other facilities for the furnishing of utility services and/or waste removal servicing the premises shall be maintained and repaired as necessary by the association, but the interior facilities, doors, door openers, and the finished surfaces of patios and porches shall be maintained, repaired and replaced as necessary, by and at the sole and separate expense and risk of the owners of such units. [It is acknowledged that the common sewer line serving the Condominium that extends from the street into the condominium premises is in the nature of a private sewer and it is further acknowledged that said sewer is not maintained by the City of Northampton.] All such maintenance and repair shall be done and conducted in accordance with the provisions and restrictions herein set forth and with rules and regulations promulgated with respect thereto and if any Unit Owner shall fail or neglect so to maintain and repair any such facility in a proper manner, the Managing Board may do so and charge such Unit Owner for the cost thereof for which such Unit Owner shall be liable in addition to his share of the common expenses.

Each unit shall be given the exclusive right to use any parking space exclusively allocated to such unit by the Managing Board pursuant to the provisions of the By-Laws and the Rules and Regulations.

#### 5. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundation, structural columns, girders, beams, supports, exterior walls, roof and common walls within the Building.
- (c) Installation of central services (including but not limited to all meters), such as power, light, gas, hot and cold water, heating, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and exclusively servicing a single Unit).

- (d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (e) Patios, provided, however, that each Unit Owner shall have a license for the exclusive use of the patio adjacent to the Unit. This exclusive use provision is not intended to include the perimeter, curtilage or surrounding area beyond the original patio structure.
- (f) The yards, lawns, gardens, roads, driveway, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and planters.
- (g) All heating equipment and other apparatus and installations existing in the Buildings for the common use, or necessary or convenient for the existence, maintenance or safety of the Buildings.
- (h) Such additional common areas and facilities as may be defined in Chapter 183A.

The percentage interest of each individual unit owner in the common areas and facilities of the Condominium shall be as stated in Exhibit B, which may be amended for Phases subsequent to Phase I in accordance with the provisions of the Master Deed. The percentage interest is in the approximate relation that the fair value of the unit on the date of this Master Deed bears to the aggregate value of all the units in Phase I.

#### 6. FLOOR PLANS

Simultaneously with the recording hereof, there has been recorded with Hampshire County Registry of Deeds in Plan Book 185, Pages 73 and 74, a set of floor plans of the Building and the units included in Phase I of the Condominium, entitled "Unit Floor Plans, Phase 1 - Units E, F Deepwoods Condominium 399 Bridge Road Northampton, Massachusetts Prepared for David J. McCutcheon" prepared by Harold L. Eaton And Associates, Inc., dated May 11, 1999 consisting of two sheets and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and bearing the verified statement of Randall E. Izer, professional land surveyor, certifying that the plan fully and accurately depicts the layout, location, Unit numbers and dimensions of the Units as built. Floor plans with respect to units in Phases II and III of the Condominium shall be recorded with the Amendment to the Master Deed creating Phases II and III.

#### 7. USE OF BUILDING AND UNITS.

The building and each of the residential units are intended only for residential purposes. No

use may be made of any unit except as a residence for the owner thereof, hereinafter referred to as the "Unit Owner", the members of his immediate family, his permitted guests, or by no more than two individual owners unrelated by blood or marriage, and such parties permitted under Paragraph 15 of the Rules and Regulations attached to the By-Laws of Deepwoods Condominium Association and no unit or any portion thereof may be used as a professional office whether or not accessory to such residential use. Notwithstanding the foregoing restrictions, however, the Declarant may at any time maintain one or more units in its ownership for use as a sales office and/or a model apartment.

The use of uncovered parking spaces is restricted to parking of motor vehicles owned or operated by Deepwoods Condominium Unit Owners, their invitees, or guests, and such parking shall be subject to reasonable regulations established by the Board of Managers, as described below.

The use of the Common Elements by all Unit Owners and all other persons authorized to use the Common Elements shall be at all times subject to the By-Laws described below and such Rules and Regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the Board of Managers.

8. DECLARANT'S RESERVED RIGHT TO ADD FUTURE PHASES

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings containing two units. In order to permit and facilitate such development, Declarant, for himself and all his successors and assigns, hereby expressly reserves the following rights and easements. Declarant shall have the right and easement to construct, erect and install on the land:

- (a) Additional buildings, each housing two units;
- (b) Additional roads, drives, walks and paths;
- (c) New or additional fences or decorative barriers or enclosures, decks, terraces, patios, and other structures;
- (d) New or additional conduits, pipes, wires, poles and other lines, equipment and installation of every character for the furnishing of utilities; and
- (e) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

Declarant's reserved rights to amend this Master Deed to add new units to the Condominium as part of future phases shall expire five (5) years after the date of the recording of this Master Deed; provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (a) the total units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Master Deed reach the maximum limits of eight (8); or
- (b) Declarant shall record with the Hampshire County Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add future phases to the Condominium.

Declarant may add future phases and the buildings and units therein to the Condominium by executing and recording with the Hampshire County Registry of Deeds an amendment to this Master Deed which shall contain the following information:

- (a) If the units being added vary from those presently projected by Declarant, an amendment describing the buildings being added to the Condominium;
- (b) An amended Exhibit B describing the designations, locations, approximate areas, number of rooms, immediately accessible common areas and facilities and other descriptive specifications of the units being added to the Condominium, and setting forth the new percentage ownership interest for all units in the common areas and facilities of the Condominium based upon the addition of new units.

It is expressly understood and agreed that no such amendment adding new phases to the Condominium shall require the consent or signature in any manner by any unit owner, any person claiming, by, through or under any unit owner (including the holder of any mortgage or other encumbrance with respect to any unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of Declarant.

Each unit owner understands and agrees that as additional phases containing additional units are added to the Condominium by amendment to this Master Deed pursuant to Declarant's reserved rights hereunder, the percentage ownership interest of his unit in the common areas and facilities together with his unit's concomitant interest in the Association and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of his unit will represent a smaller proportion of the revised aggregate fair value of all units in the Condominium. In order to compute each unit's said percentage ownership interest after the addition of a new phase, the fair value of the unit measured as if built on the date of this Master Deed shall be divided by the aggregate fair value of all units (including the new units being added to the Condominium as part of the additional phases), also measured as if built on the date of this Master Deed. These new percentage interest shall then be set forth in the aforesaid amended Exhibit B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every unit owner by the acceptance of his deed to his unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through

or under him to Declarant's reserved rights under this Master Deed and expressly agrees to the said alteration of his unit's appurtenant percentage ownership when new phases are added to the Condominium by amendment to this Master Deed. Each unit owner shall indicate his consent to the Declarant's reserved rights under the Master Deed by affixing his signature to said unit deed.

9. AMENDMENT OF MASTER DEED.

This Master Deed may be amended by vote of at least 66% in beneficial interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium By-Laws; or in lieu of a meeting, any amendment may be approved in writing by 66% in beneficial interest of all Unit Owners.

Notwithstanding the foregoing, the Declarant reserves the right and the unit owners by acceptance of their unit deed consent to and appoint the Declarant, its successors and assigns their attorney in fact to execute any and all amendments to this Master Deed, its related By-Laws and rules and regulations and any and all other actions including but not limited to the execution of documents to facilitate the following: (This power of Attorney shall be a durable power of attorney).

- (a) The addition of Units to the Condominium for a period of up to five (5) years from the date of this Master Deed. The Declarant shall have an easement to enter and construct said Units on the Common Areas of the Condominium. This power shall include the power to execute and record phasing amendments which change the percentage interest of the common elements of units.
- (b) Amendments to the Master Deed, By-Laws and Rules and Regulations to:
  - 1. Correct typographical errors.
  - 2. To bring the Condominium documents in compliance with Massachusetts Law, including but not limited to G.L. C. 183a.
  - 3. To comply with lenders requirements and secondary mortgage market purchasers and insurers including but not limited to FNMA, FHLMC, FHA and VA.
- (c) To enter and cross the common elements to develop and construct residential condominium dwellings on the common area of the Condominium.
- (d) To tie into or extend as is necessary, and in the sole discretion of the Declarant as he deems efficient and proper, all utilities servicing the Condominium.

10. CONDOMINIUM ASSOCIATION.

The Property is to be known as DEEPWOODS CONDOMINIUM. An unincorporated association, the members of which consist of Unit Owners and through which the Unit Owners will manage and regulate the Condominium, has been formed and has enacted By-Laws (the "By-Laws")



pursuant to Chapter 183A. Each Unit Owner shall have the same percentage membership interest in the Association as his proportionate interest in the Common Elements. The name of the association is DEEPWOODS CONDOMINIUM ASSOCIATION, (the "Association"). The initial Board of Managers shall consist solely of David J. McCutcheon whose authority as such shall remain in effect no longer than three years following the sale of the first Unit. Copies of the By-Laws of the Association are attached to this Master Deed.

11. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS.

The percentages of interest of the respective Units in the Common Elements of Phase 1 of the Condominium have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date.

12. ENCROACHMENTS.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

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

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. 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 any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Managing Board shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

14. UNITS SUBJECT TO MASTER DEED, UNIT DEED, BY-LAWS, RULES AND REGULATIONS AND MUNICIPAL RESTRICTIONS.

All present and future owners, visitors and servants, of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit Deed, the Condominium By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering

into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Rules and Regulations, the By-Laws, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, visitor and servant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, the By-Laws, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

All present and future owners further understand, and the recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement and understanding that the property is subject to the Northampton Wetlands Protection Ordinance and Wetlands Protection Act. Any construction or maintenance work performed on the property requires an Order of Conditions, and/or a Determination of Applicability from the Northampton Conservation Commission.

15. SALE, RENTAL AND MORTGAGING OF UNITS.

The Declarant reserves to itself and its successors and assigns notwithstanding this Declaration of Condominium, By-Laws, Rules and Regulations, or as the same may be amended from time to time, (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Managing Board; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Seller as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Seller shall have the same rights as any other Unit Owner.

16. INVALIDITY.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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 provision had never been included herein.

17. 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.

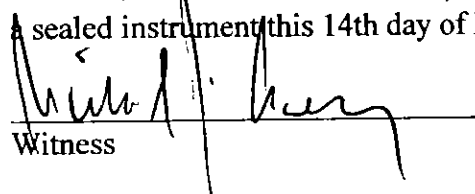
18. CAPTIONS.

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.

19. CONFLICTS.

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

IN WITNESS WHEREOF, I DAVID J. MCCUTCHEON have executed this Declaration as a sealed instrument this 14th day of May, 1999.

  
Witness

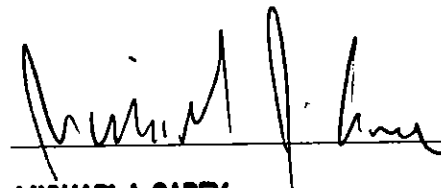
  
DAVID J. MCCUTCHEON

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

MAY 14, 1999

Then personally appeared the above-named David J. McCutcheon and acknowledged the foregoing to be his free act and deed, before me.



MICHAEL J. CAREY  
Notary Public  
My Commission Expires Nov. 30, 2001

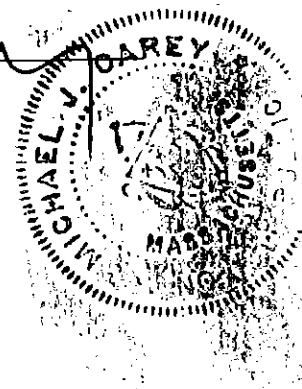


EXHIBIT "A"

A certain parcel of land situated in Hampshire County on the Southwesterly side of Bridge Road, (Florence) Northampton, Massachusetts, being shown on a Plan of Land entitled "Site Plan Deepwoods Condominium 399 Bridge Road Northampton, Massachusetts Prepared For David J. McCutcheon" prepared by Harold L. Eaton and Associates, Inc. dated May 11, 1999 and recorded in the Hampshire County Registry of Deeds in Plan Book 185, Page 72, more particularly described as follows:

Beginning at an iron pin on said Southwesterly line of Bridge Road at land now or formerly of Arthur F. and Julianne C. Leuschner, the same being the most northerly point of the parcel hereby conveyed, and thence running

- S. 57° 01' 08" E. a distance of 27.65 feet to a point; thence running
- S. 58° 03' 32" E. a distance of 100.00 feet to an iron pin at land now or formerly of Jagdish and Balbir Singh (the last two courses and distances being along said Southwesterly line of Bridge Road); thence turning and running
- S. 31° 56' 28" W. a distance of 277.22 feet to an iron pin; thence turning and running
- S. 61° 25' 38" E. a distance of 157.09 feet to an iron pin; thence turning and running
- N. 31° 55' 40" E. a distance of 37.32 feet to an iron pin at land now or formerly of Patricia C. Lee (the last three courses and distances being along said land now or formerly of Jagdish and Balbir Singh); thence turning and running
- S. 59° 43' 58" E. a distance of 162.69 feet to an iron pin; thence turning and running
- N. 31° 47' 57" E. a distance of 101.17 feet to a point at land now or formerly of Joanne F. Donovan (the last two courses and distances being along land now or formerly of Patricia C. Lee); thence turning and running
- S. 58° 12' 23" E. a distance of 80.05 feet along land now or formerly of Joanne F. Donovan to an iron pin at land now or formerly of John W. and Janice Randell Maroney; thence running
- S. 58° 14' 03" E. a distance of 83.49 feet along land now or formerly of John W. and Janice Randell Maroney to an iron pin at land now or formerly of Diane Sanabria; thence turning and running

- S 30° 11' 57" W. a distance of 96.82 feet along land now or formerly of Diane Sanabria to an iron pin; thence turning and running
- S 59° 43' 58" E. a distance of 157.80 feet along land now or formerly of the said Diane Sanabria and land now or formerly of Robert H. Rogers to an iron pin at land now or formerly of Northampton Meadowbrook Associates; thence turning and running
- S 30° 53' 22" W. a distance of 161.55 feet to a point; thence
- S 30° 47' 00" W. a distance of 22.73 feet to an iron pin; thence turning and running
- N 42° 43' 41" W. a distance of 362.29 feet to an iron pin at land now or formerly of William A. Letendre (the last three courses and distances being along land now or formerly of Northampton Meadowbrook Associates); thence
- S 79° 19' 36" W. a distance of 196.76 feet to an iron pin; thence
- N 33° 21' 24" E. a distance of 40.69 feet to an iron pin; thence turning and running
- S 78° 52' 31" W. passing through an iron pin a distance of 286.20 feet to an iron pin; thence turning and running
- N 14° 55' 46" E. passing through an iron pin a distance of 445.92 feet to an iron pin at said land now or formerly of Arthur F. and Julianne C. Leuschner (the last four courses and distances being along said land of William A. Letendre); thence turning and running
- S 75° 04' 14" E. a distance of 58.10 feet to an iron pin; thence turning and running
- N 32° 58' 52" E. a distance of 150.00 feet to an iron pin at the place of beginning (the last two courses and distances being along land now or formerly of Arthur F. and Julianne C. Leuschner).

Subject to any rights in the "existing sewer line" shown on said Plan and any rights arising from the "proposed sewer easement" shown on said Plan. Also subject to the sewer easement shown on said Plan and any other restrictions or easements of record.

Subject to a sewer easement in favor of the City of Northampton as shown on the plan of land hereinabove referred to.

Subject also to an easement from David J. McCutcheon to Jagdish Singh and Balbir Singh dated October 8, 1998 and recorded with said Hampshire Registry of Deeds, Book 5504, Page 104.

Subject also to an easement from David J. McCutcheon to Massachusetts Electric Company, which easement is dated February 8, 1999 and recorded with said Hampshire Registry of Deeds, Book 5640, Page 304

Subject also to an easement from David J. McCutcheon to William A. Letendre dated May 7, 1999 and recorded with said Hampshire Registry of Deeds, Book 5684, Page 27.

The Declarant derives his title by deed of F. Richard Wall, Mary Ann Wall and Wanda B. Kimble, which deed is dated October 8, 1998 and recorded with the Hampshire County Registry of Deeds, Book 5504, Page 101, and by deed of Margaret M. Kirby and Eileen M. Kirby, which deed is dated October 8, 1998 and recorded with the Hampshire County Registry of Deeds, Book 5504, Page 96.

**DEEPWOODS CONDOMINIUM  
EXHIBIT B**

**(PHASE I)**

UNIT	# OF ROOMS	APPROX. AREA IN SQ. FT.	% INTEREST
A			
B			
C			
D			
E	6	Unit: 1827 / Garage: 292	49.1558 %
F	6	Unit: 1827 / Garage: 292	50.8442 %
G			
H			

1. The number of rooms stated include a kitchen / dining area combination, living room, bedroom, den and walk-out basement. In addition to the number of rooms stated, each Unit contains closet space and two baths.
2. The square foot area set forth for each Unit represents the interior area and is exclusive of exterior patio.
3. The immediate common area to which each Unit has access is the common grounds and landscaped area from both the front and the rear of the Unit.

mc:deepw-01.pct(01)

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