



**AMENDMENT, ASSIGNMENT AND ASSUMPTION OF
RECIPROCAL EASEMENT AGREEMENT**

This Amendment, Assignment and Assumption of Reciprocal Easement Agreement ("Agreement") is dated as of May 1, 2012, by and among the **TRUSTEES OF THE EASTVIEW CONDOMINIUM TRUST**, having a mailing address c/o Hampshire Property Management Group, Inc. P.O. Box 686, Northampton, Massachusetts 01061 and their successors and assigns ("Eastview"), **WRIGHT BUILDERS, INC.**, a Massachusetts corporation with a usual place of business at 48 Bates Street, Northampton, Massachusetts 01060 ("Wright Builders"), and **VILLAGE AT HOSPITAL HILL, LLC**, a Massachusetts limited liability company with a usual place of business c/o The Community Builders, Inc., 95 Berkeley Street, Boston, Massachusetts 02116 and its successors and assigns ("Village LLC").

RECITALS

WHEREAS, Hospital Hill Development LLC (the "Company") conveyed to Wright Builders, certain land in Northampton, Massachusetts and shown as Lot B-1 ("Lot B-1") on that certain plan entitled "Village Hill Northampton, Massachusetts Definitive Plan," dated March 26, 2007; last revised September 10, 2007, prepared by The Berkshire Design Group, Inc., recorded with the Hampshire County Registry of Deeds at Plan Book 216, Page 17 (the "2007 Definitive Subdivision Plan") pursuant to that certain Release Deed dated November 12, 2009, and recorded at the Hampshire County Registry of Deeds in Book 10019, Page 281;

WHEREAS, Village LLC is the owner of certain land located adjacent to Lot B-1, which property is shown as Lot 17 on the 2007 Definitive Subdivision Plan (collectively, the "Village Property") and more particularly described in that certain Release Deed from TCB Revitalization Services LLC to Village LLC, dated on October 8, 2004 and recorded at the Hampshire County Registry of Deeds in Book 8030, Page 190;

WHEREAS, Eastview represents the unit owners created pursuant to that Declaration of Trust dated June 11, 2010 and recorded at the Hampshire County Registry of Deeds in Book 10207, Page 239;

WHEREAS, Eastview controls all of the rights and powers in and with respect to the common areas and facilities situated on Lot B-1 of the Eastview Condominium, a condominium created pursuant to that Master Deed dated June 11, 2010 and recorded at the Hampshire County Registry of Deeds in Book 10207, Page 207;

WHEREAS, Eastview is Wright Builder's successor in interest with respect to the terms and provisions of a certain Reciprocal Easement Agreement entered into by and between Wright Builders and Village LLC as of November 10, 2009, and recorded at the Hampshire County Registry of Deeds in Book 10019, Page 296 on November 12, 2009 (the "Easement Agreement");

OWNER of MOJER ST
NORTHAMPTON MA
Book 10019 Page 296

WHEREAS, pursuant to Section 7.8 of the Easement Agreement, Village LLC acknowledged that Wright Builders intended to subject Lot B-1 to Mass. Gen. Laws c. 183A (the "Massachusetts Condominium Statute"), and Village LLC agreed and consented to the assignment by Wright Builders of its rights and obligations under Section 7 of the Easement Agreement to any condominium or condominium association established pursuant to the Massachusetts Condominium Statute, and that upon such assignment Wright Builders shall no longer be bound to perform any of its obligations set forth in Section 7 of the Easement Agreement;

WHEREAS, Eastview has agreed to assume all of the obligations of Wright Builders under Section 7 of the Easement Agreement, as the same may hereinafter be modified; and

WHEREAS, the parties desire to amend the Easement Agreement as set forth below;

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Installation and Maintenance of Dumpster and Recycling Receptacles – Section 7.3. Section 7.3 of the Easement Agreement is hereby amended by replacing such Section, in its entirety, with the following paragraph:

7.3. Installation and Maintenance of Dumpster and Recycling Receptacles. Wright Builders has installed, and Village LLC shall maintain in good condition, the existing enclosure within the Dumpster Easement in accordance with plans that were approved by Village LLC. Eastview shall not use the dumpster, but shall instead provide waste disposal and recycling receptacles sufficient for the rubbish removal and recycling needs of the occupants of Lot B-1. Eastview shall arrange for the timely, periodic removal and proper disposal of rubbish and waste from these waste disposal receptacles and of recycling items from these recycling receptacles.

2. Dumpster Fees. Under Section 7.4, which provides for the sharing of costs of maintenance, the parties agree that Village LLC shall not be entitled to the payment of the Dumpster Fee described in Section 7.4(c), and that Eastview shall instead bear all the costs of waste removal and recycling associated with the separate waste disposal and recycling receptacles provided for the occupants of Lot B-1 as specified in Section 7.3.

3. Conforming Changes to Other Sections. All other provisions of the Agreement shall be revised to delete any references to Dumpster Fees.

4. Effective June 11, 2010, Eastview covenants and promises to pay to Village LLC all obligations and other sums due or to become due under the terms of the Easement Agreement.

5. Effective June 11, 2010, Village LLC consents to the substitution of Eastview for Wright Builders under the Easement Agreement, and Village LLC releases Wright Builders from any and all obligations arising under the Easement Agreement.

6. Effective June 11, 2010, all references to Wright Builders contained in the Easement Agreement shall be deemed to refer to Eastview, and all references to the address of Wright Builders in the Easement Agreement are hereby replaced with the address of Eastview set forth in this Agreement.

7. Effective June 11, 2010, Wright Builders is released from any liability to Village LLC under the Easement Agreement.

8. Ratification. Except as specifically amended herein, all of the provisions of the Agreement shall remain in full force and effect.

9. Governing Law. This Amendment shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Massachusetts, and for the breach of which any party shall have all legal remedies allowed or provided under such laws. Any determination of invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of the remaining provisions of this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may not be changed or modified except as agreed in a writing signed by each of the parties.

7. Binding Effect. This Amendment and the rights and obligations contained herein, including any and all changes or modifications that may be made, shall be binding upon and inure to the benefit of, the parties and their respective heirs, successors and assigns.

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.
THE NEXT PAGE IS THE SIGNATURE PAGE.]**

Executed under seal as of the date first set forth above.

**EASTVIEW CONDOMINIUM
TRUST**

By: W. B. Holloway
Name: Bret Holloway
Title: Trustee, and not individually

By: Janet Grant
Name: Janet Grant
Title: Trustee, and not individually

By: Tucker Respass
Name: Tucker Respass
Title: Trustee, and not individually

**VILLAGE AT HOSPITAL HILL LLC, a
Massachusetts limited liability company**

By: TCB VILLAGE AT HOSPITAL HILL,
INC., its managing member

By: Eliza Datta
Name: Eliza Datta
Title: Authorized Agent

WRIGHT BUILDERS, INC.

By: [Signature]
Name: JENNIFER WRIGHT
Title: PRESIDENT

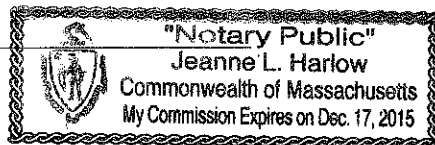
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 24 day of February, 2014, before me, the undersigned notary public, personally appeared Bret Holloway, Janet Grant and Tucker Respass and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Trustees of the Eastview Condominium Trust.

[Signature]
(official signature and seal of notary)

My commission expires



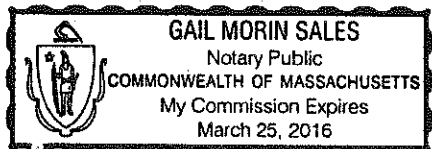
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 4th day of February, 2014, before me, the undersigned notary public, personally appeared Eliza Datta and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as an Authorized Agent of TCB Village At Hospital Hill, Inc., acting in its capacity as managing member of Village at Hospital Hill, LLC, a Massachusetts limited liability company.

[Signature]
(official signature and seal of notary)


My commission expires 3/25/2016



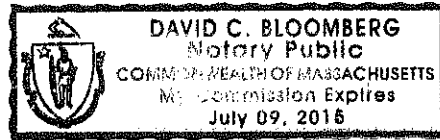
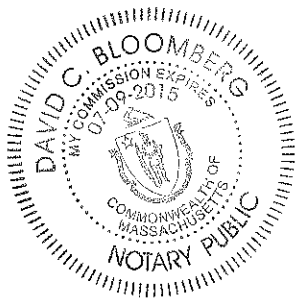
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 7 day of February, 2014, before me, the undersigned notary public, personally appeared JONATHAN WRIGHT and proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as PRESIDENT of Wright Builders, Inc.


(official signature and seal of notary)

My commission expires 7-9-2015



ATTEST: HAMPSHIRE, Mary Colberdner, REGISTER
MARY COLBERDNER