

MASTER DEED

This MASTER DEED of MOUNTAINVIEW CONDOMINIUM TRUST made this 30th day of May, 1991.

WITNESSETH THAT:

VANGUARD SAVINGS BANK hereinafter called the DECLARANT and being the sole owner of the land together with the buildings thereon located on Mill Village Road and Boynton Road in Deerfield, Franklin County, Massachusetts and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this MASTER DEED, does hereby submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the PREMISES), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the PREMISES, a Condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end, the DECLARANT hereby declares and provides as follows:

1. The name of the Condominium shall be MOUNTAINVIEW CONDOMINIUM.

2. The premises which constitute the Condominium consist of the land, together with the buildings thereon, located on Mill Village Road and Boynton Road, Deerfield, Franklin County, Massachusetts are more particularly described on said Exhibit "A" attached hereto and made a part hereof (hereinafter the "Lot").

3. The Condominium consists of a total of fifteen (15) units located in eight (8) buildings located within the perimeter description of said real estate as described on Exhibit "A" hereinbefore mentioned. The said buildings of the Condominium as located on the Lot as well as the immediate accessible common areas thereto are more particularly shown on a plan of land, (the "Site Plan") which is attached hereto and made a part hereof as Exhibit "B", entitled "Mountainview Condominium, Deerfield (Franklin County), MA prepared for Vanguard Savings Bank dated March 13, 1991, C.T. Male Associates, Inc., Professional Land Surveyor, 393 Main Street, Greenfield, Massachusetts, and recorded in the Franklin County Registry of Deeds at Plan Book 81, Page 65.

The buildings on the Lot which comprises the condominium are two stories high with full basements, poured concrete foundations, of wood frame construction, have vinyl siding and fiberglass roof shingles.

4. The Condominium Units and the Buildings in which they are located, the designations, locations, approximate area, number of rooms, immediate accessible common areas and other descriptive specifications thereof are set forth in Exhibit "C" which is attached hereto and made a part hereof. Said Exhibit "C" depicts a plan view of the interior of each of the Condominium Units.

\* AND RECORDED IN  
PLAN Book 81 PAGES 67-74

May 31 1 28 PM '91

That the proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit on the date of the MASTER DEED bears to the then aggregate fair value of all the Units. The proportionate interest of each Condominium Unit in the common areas and facilities:

Unit 1A	6.56%
Unit 1B	6.56%
Unit 2A	6.56%
Unit 2B	6.56%
Unit 3A	6.56%
Unit 3B	6.56%
Unit 4A	6.56%
Unit 4B	6.56%
Unit 5	8.16%
Unit 6A	6.56%
Unit 6B	6.56%
Unit 7A	6.56%
Unit 7B	6.56%
Unit 8A	6.56%
Unit 8B	6.56%

Each Unit includes the ownership of all utility lines, heating, plumbing, electrical and other apparatus and other equipment which exclusively serve and are located within the individual Unit and the basement thereto. It shall be the sole responsibility of such Unit Owner to maintain and repair all mechanicals serving in the Condominium Unit and to replace same when necessary. Notwithstanding the forgoing, for those units containing sump pumps, replacement of the pump, switch and repair of the major components comprising the sump system shall be part of the Condominium's common expense. Unit owner shall be responsible for keeping the sump and surrounding area free of debris, for all routine maintenance and for all electricity consumed in its operation. The Condominium Association shall not be responsible for any damage to a Unit or to any property stored in the basement, either consequential or supplemental, caused by or as a result of the failure of the sump or any part or component thereof.

The owners of each Unit are granted the exclusive, limited use of the following common areas:

- (a) the driveway parking space and walkway appurtenant to their Condominium Unit;
- (b) an area as wide as the rear width of the Condominium Unit extending thirty (30') feet from the exterior rear wall of the Condominium Unit, and which shall include the deck directly appurtenant to their Condominium Unit;
- (c) the area extending twenty (20') feet from the exterior, non-party, wall of the Condominium Unit as the same may be designated in the Condominium Unit Deed.

## DESCRIPTION OF THE UNITS:

The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows are as follows:

(a) Floors: The upper surface of the poured concrete floor of the basement and garage.

(b) Ceilings: The plane of the lower surface of the ceiling joists on the second floor.

(c) Interior Party Walls: The plane of the interior surface of the wall studs except as to concrete foundation walls and other masonry walls in which case the boundary shall consist of the plane of the interior surface of said walls.

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs except as to concrete foundation walls in which case the boundaries shall consist of the plane of the interior surface of said walls; as to the doors, the exterior surface thereof and as to windows, the exterior surface of the glass and of the window frames.

5. The common areas and facilities of MOUNTAINVIEW CONDOMINIUMS comprise and consist of (a) the land described in Exhibit "A" together with the benefit of and subject to the easements, rights of way, agreements and mortgages of record, (b) the foundations, structural columns girders, beams, joists, supports, exterior walls and roofs of the Buildings, and the party walls between the Units within the Building, (c) the walkways, ~~parking~~ areas, vehicular accesses and other areas surrounding the Units, (d) all conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof and which serve more than one unit, and all such other facilities contained within any Unit which serves parts of the Condominium other than the Unit within which facilities are contained, (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, bulkheads (if any), railings, steps, lighting fixtures and planters, all as shown on the exhibits attached hereto and made a part hereof or otherwise, (f) for those units containing sumps, the pump, control mechanism, discharge hose, connections, and fittings, and subsurface drain pipes located beneath the concrete floor.

The Unit Owners Association hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit owner has failed to perform.

Each Unit shall be subject to the By-Laws of the Unit Owners Association and Rules and Regulations created thereby.

6. Notwithstanding the foregoing, the Unit Owners Association in its sole and absolute discretion, may designate certain other portions of the common areas and facilities for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustees shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of common areas and facilities shall be subject to the provisions of (a) this MASTER DEED, (b) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A, as amended.

7. Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used for residential purposes.

(B) The following conditions and restrictions shall apply to the tenant, renting or leasing of Units:

- (1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
- (2) No Unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes.
- (3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this MASTER DEED, the Condominium Trust, and the rules and regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said MASTER DEED, Condominium Trust, and/or said rules and regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (7) and (8) of the MASTER DEED;

- (4) No outside occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustee(s) of the Condominium Trust;
- (5) The provisions of the within Paragraph (C) (3) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure, deed in lieu of foreclosure or pursuant to any other remedies provided in the mortgage or by applicable laws.

(C) Notwithstanding the provisions contained in Paragraphs (7) and (8) hereof, the DECLARANT, or any successor to its interest in the Condominium, hereby reserve(s) the right, until all of the Units have been sold by DECLARANT or such successor to:

- (1) Lease any Units or parking spaces owned by the DECLARANT;
- (2) Use any Units owned by the DECLARANT as models for display for purposes of selling or leasing of Units or for other lawful purposes.

(D) Use of the Building and Common Areas may also be restricted under provisions of the Condominium Trust and "Rules and Regulations" promulgated pursuant thereto and recorded herewith.

8. Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

(A) No Unit shall be used for any purposes not specified in Paragraph (7) above.

(B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, any Unit, or any part thereof except for the construction of a masonry chimney on the north side of each unit. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire (one television antenna on each Unit shall be allowed).

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this MASTER DEED, (ii) the Condominium Trust and the rules and regulations promulgated thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustee(s) of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustee(s), insofar as permitted by law, and, insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph except such as occur during his or her Unit ownership.

9. Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and regulate the Condominium established hereby is MOUNTAINVIEW CONDOMINIUM TRUST under a Declaration of Trust (the "Condominium Trust") of even date and contemporaneous execution and recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have a beneficial interest in proportion to the percentage of undivided interest in common areas and facilities of the Condominium, to which they are entitled under this MASTER DEED. The name and address of the original and present Trustees (the "Trustees") of the Condominium Trust is as follows:

Vanguard Savings Bank  
C/O Michael Oleksak  
143 Chestnut Street  
Holyoke, MA 01040

AND

Jerard H. Gates  
P.O. Box 46  
Amherst, MA 01001

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include the successors in trust to the original Trustees and to mean the Trustees for the time being under the Condominium Trust.)

10. Amendments. This MASTER DEED may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75% or more of the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustee(s) of the Condominium Trust, and (c) duly recorded with the Registry of Deeds, PROVIDED, HOWEVER, that:

(A) - The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six months after such date;

(B) 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 owners of the Unit so altered;

(C) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended MASTER DEED;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(E) 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;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the DECLARANT shall be of any force or effect before the DECLARANT has conveyed title to all Units unless the DECLARANT executes the instrument of amendment; and

(G) The beneficial interest of each Unit of the Condominium 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 Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one 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 Trustee(s) 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 Trustee(s) 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 Trustee(s) may designate any one such Owner for such purposes.

11. Units Subject to MASTER DEED, Unit Deed, Condominium Trust, etc.:

(A) All present future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this MASTER DEED, (b) the Unit Deed conveying such Unit, (c) the Condominium Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the land as set forth herein and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this MASTER DEED, (2) the Unit Deed, if any, conveying said Unit, (3) the Condominium Trust and the By-Laws and Rules and Regulations

promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the land are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited 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, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the provisions of the MASTER DEED, Condominium Trust, the rules and regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limitation by court action for injunctive relief and/or damages.

12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with all of the Unit Owners for use of the antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustee(s) of the Condominium Trust 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 all such buildings.

13. Encroachments. If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustee(s), or as a result of a 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 shall stand.

14. DECLARANT and the Unit Owners hereby agree as follows:

(A) That any bona fide first mortgage lender who obtains title to a Unit by foreclosure, deed in lieu of foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;



(B) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustee(s) of Condominium Trust shall be entitled to:

(i) By act or omission, seek or abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) Change the pro rate interest or obligation of any individual Unit for the purpose of: (a) levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determine the pro rate share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the limited or otherwise exclusive rights and easements of use with respect to driveways, decks or those areas set forth in Section 5, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements of the Condominium.

(C) That all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(D) That in no case shall any provision of the MASTER DEED or the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of distribution to such Unit Owner of Insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(E) That a bona fide first mortgage lender, upon request to the Trustee(s) of Condominium Trust, will be entitled to:

(i) Written notification from the Trustee(s) of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this MASTER DEED or the provisions of Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust during normal business hours;

(iii) Receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) Written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) Prompt written notification from the Trustee(s) of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(F) That no agreement for professional management of Condominium or any other contract with DECLARANT may exceed a term of five (5) years, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

The DECLARANT intends that the provisions of this Paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium loans, and all questions with respect thereto shall be resolved consistent with that intention.

15. DECLARANT and the Deerfield Board of Health hereby agree as follows:

(A) The DECLARANT shall provide for a Septic System Reserve as part of the Declaration of Trust created pursuant to Section 9 hereof. The DECLARANT shall further establish and provide the Trustees of the Condominium Trust with a Standby Letter of Credit in the amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) Dollars for a period not greater than fifteen (15) years from the date of

recording of this MASTER DEED specifically for the repair and/or replacement of the Condominium's existing waste disposal systems. The Standby Letter of Credit shall be used exclusively for the repair and replacement of the existing waste disposal system as may be deemed necessary in the sole and exclusive discretion of the Condominium Association and the Condominium's management company in order to keep the waste disposal systems in conformity with the Deerfield Board of Health Regulations and for no other purpose. The Letter of Credit shall contain the following terms and may be drawn upon only in the following manner:

- (1) Any expenditure for septic system repair and/or replacement in years one (1) through (5), which is not part of the routine system maintenance and the cost of which is otherwise provided for in the condominium budget, shall be shared equally between the Septic System Reserve and the Letter of Credit;
- (2) Any expenditure after the fifth year shall be paid first from the Septic System Reserve and following the exhaustion of the Reserve, then from the Letter of Credit. Advances after year five (5) from the Letter of Credit shall constitute a loan by the DECLARANT to the Condominium Association the repayment of which together with interest thereon at the Bank's then current "prime" rate plus one (1%) percent and shall be paid out of the general operating fund of the Association.

(B) Upon the first conveyance of any unit, the DECLARANT shall provide, from the proceeds thereof, \$2,000.00 to the Condominium Association in order to establish the Septic System Reserve provided in Section 5.4.1.1 of the Declaration of Trust of Mountainview Condominium Trust and By-laws.

(C) No permanent structure(s) which would otherwise interfere with the installation or use of a sanitary septic system shall be erected on or over those areas identified on Exhibit "D", to be recorded simultaneously herewith, as the "Future Leach Pit Location"(s). Notwithstanding the aforesaid restriction, in the event a public or private sewer is constructed which would provide an alternative sanitary sewer service to the Condominium and the Unit Owner's Association elects to abandon its use of the then existing septic systems in favor of the alternative sewer system, the restrictions contained in this section shall be of no further force or effect.

\* RECORDED IN PLAN BOOK 81 PAGE 66

16. Conflicts. If any provision of this MASTER DEED shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provisions of this MASTER DEED conflicts with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the MASTER DEED and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(B) The invalidity of any provision of the MASTER DEED shall not impair or affect the validity or enforceability of the other provisions of this MASTER DEED, and such remaining provisions of this MASTER DEED shall continue in full force and effect as if such invalid provisions had never been included herein;

(C) In the event of any conflict between the preceding Paragraph 15 and any other provisions of this MASTER DEED or the Condominium Trust, the provisions of said Paragraph 15 shall control.

17. Waiver. No provisions 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 provisions hereof.

19. Assignment of Rights of DECLARANT. DECLARANT, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity or the Condominium Trust as may be determined by DECLARANT.

20. Definitions. All terms and expressions used in this MASTER DEED which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless context otherwise requires.

IN WITNESS WHEREOF, the said VANGUARD SAVINGS BANK has caused these presents to be executed and delivered on the day and date first above written.

VANGUARD SAVINGS BANK

By: Jeffery A. Lalond  
Jeffery A. Lalond, President

By: William Pierce  
William Pierce, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

May 30, 1991

Then personally appeared the above named Jeffery A. Lalond, President and William Pierce, Treasurer acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of VANGUARD SAVINGS BANK, before me,

Thomas Early  
Notary Public  
Commission Expires: 6/22/96

RECEIVED  
DEEDS REG. 11  
MAY 31 1991  
HAMPDEN MASSACHUSETTS  
DEEDS & EJECTA  
EXPIRES TAX

00047049

EXHIBIT "A"

A parcel of land with buildings and improvements thereon in Deerfield, Franklin County, Mass., lying westerly of Mill Village Road, a 1954 County highway, and northerly of Boynton Road, a 1953 Town way relocation, and more particularly bounded and described as follows.

Beginning at an iron pipe marking the intersection of the line between land of the Declarant herein and land now or formerly of Donald A. Smiarowski and Richard V. Smiarowski with the westerly line of Mill Village Road; thence the following two courses along the westerly line of Mill Village Road

S 25° 33' 30" E, a distance of 228.28 feet to an iron pipe;  
 S 33° 33' 30" E, a distance of 545.10 feet to an iron pipe;  
 thence the following three courses along the northerly line of Boynton Road  
 S 41° 02' 19" W, a distance of 7.68 feet to an iron pipe;  
 S 82° 14' 50" W, a distance of 720.00 feet to an iron pipe;  
 N 87° 55' 10" W, a distance of 88.54 feet to an iron pipe;  
 thence along land now or formerly of Dominick F. and Wladyslawa Grzybowski  
 N 18° 24' 57" W, a distance of 342.55 feet to an iron pipe;  
 thence the following three courses along land now or formerly of Mill Village Trust  
 N 82° 14' 49" E, a distance of 237.12 feet to an iron pipe;  
 N 10° 43' 43" E, a distance of 212.71 feet to an iron pipe;  
 N 25° 33' 30" W, a distance of 157.42 feet to an iron pipe;  
 thence along land now or formerly of said Smiarowskis  
 N 80° 27' 23" E, a distance of 313.04 feet to the point of beginning.

Containing 9.059 acres, more or less.

Subject to a right of way to Mill Village North Trust as shown on the hereinafter mentioned plan.

Being the premises conveyed to the Declarant herein by deeds recorded in the Franklin County Registry of Deeds, Book 2504 at Page 302 and in Book 2504 at Page 313, more completely shown on a plan entitled "Mountainview Condominium Deerfield, (Franklin Co.) MA Prepared for Vanguard Savings Bank", dated March 13, 1991, recorded simultaneously herewith in Plan Book 81, Page 65.

FRANKLIN COUNTY  
 DEPARTMENT OF BLDG  
 APR 31, 1991  
 PLAN 53  
 RECEIVED FOR RECORD  
 DEERFIELD, MASS.

- KEY**
- IRON PIPE FOUND
  - △ UNMARKED POINT

**NOTES:**

1. THIS PLAN IS PREPARED FOR THE USE OF LAND IN DEERFIELD, FRANKLIN COUNTY, MASSACHUSETTS. THE PLAN IS TO BE USED FOR THE CONSTRUCTION OF A CONCRETE FOUNDATION.
2. LOCATION LINES ARE TO THE CORNER OF THE CONCRETE FOUNDATION.
3. LOCATION LINES ARE TO THE CORNER OF THE CONCRETE FOUNDATION.
4. THE PROPERTY SHOWN IS SHOWN ON THE PLAN AS BEING THE PROPERTY OF THE DEERFIELD, FRANKLIN COUNTY, MASSACHUSETTS. THE PLAN IS TO BE USED FOR THE CONSTRUCTION OF A CONCRETE FOUNDATION.
5. THE PROPERTY SHOWN IS SHOWN ON THE PLAN AS BEING THE PROPERTY OF THE DEERFIELD, FRANKLIN COUNTY, MASSACHUSETTS. THE PLAN IS TO BE USED FOR THE CONSTRUCTION OF A CONCRETE FOUNDATION.



**EXHIBIT B**

© 1989 BY C.F. MALE ASSOCIATES, P.C.

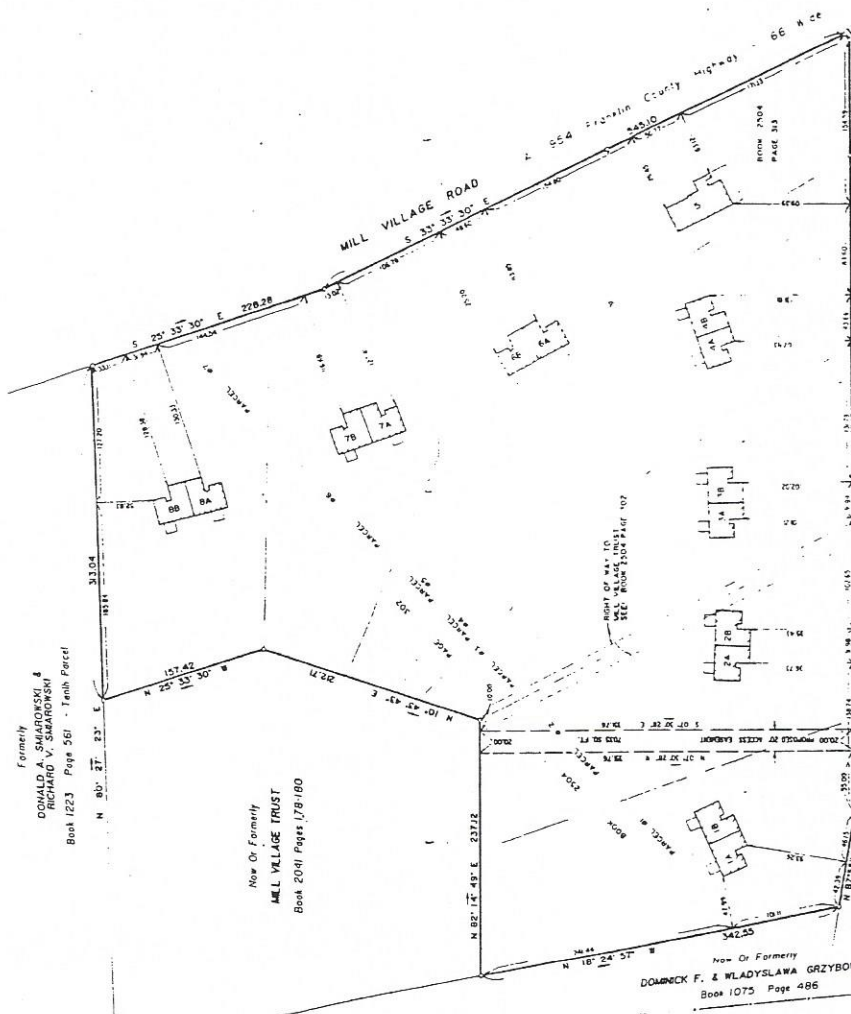
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**MOUNTAINVIEW CONDOMINIUM**  
 DEERFIELD, Franklin Co., MA

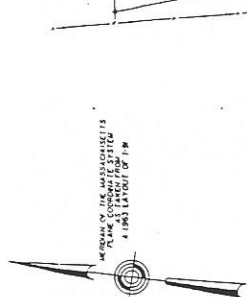
**VANGUARD SAVINGS BANK**  
 DEERFIELD, MA 01824

BOOK 2504 PAGE 302  
 BOOK 2504 PAGE 313

**C.F. MALE ASSOCIATES, P.C.**  
 DEERFIELD, MASSACHUSETTS



LOTUS IS LAND OF  
**VANGUARD SAVINGS BANK**  
 BOOK 2504 PAGE 302  
 BOOK 2504 PAGE 313  
 TOTAL AREA = 9.059 ACRES

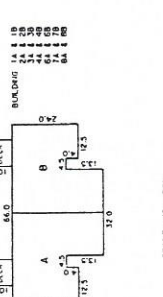


Formerly  
 DONALD A. SMAROWSKI &  
 RICHARD V. SMAROWSKI  
 Book 1223 Page 561 - Tenth Parcel

Now Or Formerly  
**MILL VILLAGE TRUST**  
 Book 2091 Pages 178-180

Now Or Formerly  
**DOMINEK F. & WLADYSŁAWA GRZYBOWSKI**  
 Book 1073 Page 486

INTERSTATE ROUTE 91  
 A 1963 Massachusetts State  
 Highway Layout No. 5305

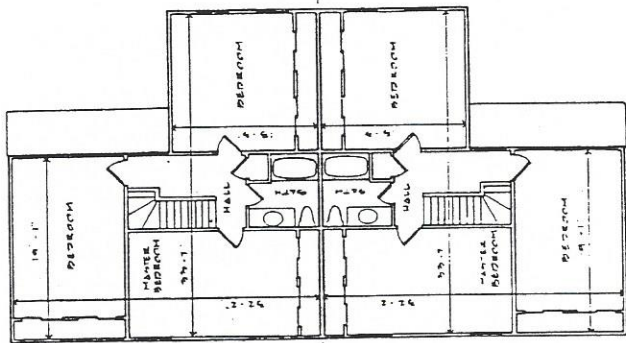


SCALE: 1" = 20'

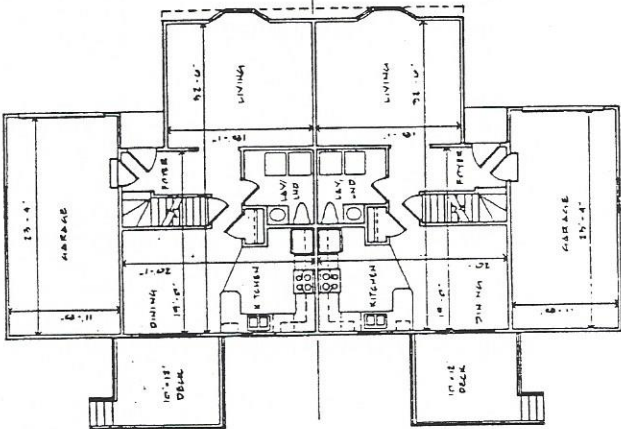
111-005

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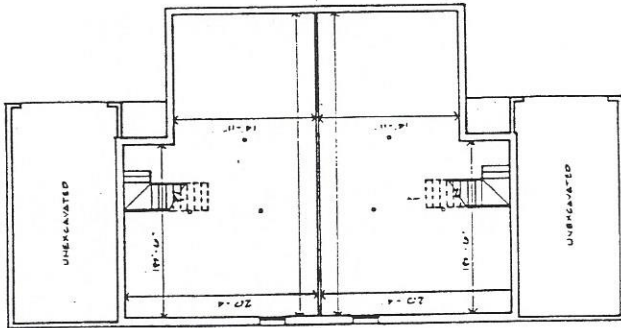
42 1188 10



SECOND FLOOR



FIRST FLOOR



BASEMENT

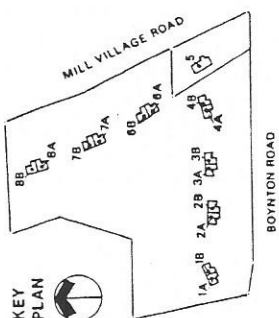
UNIT 1A | UNIT 1B

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRANKLIN COUNTY), MASSACHUSETTS dated 11/11/98, for location of units, said plan accompanying the Master Deed as Exhibit B.

I certify that this plan shows the unit, designation of unit, location, area, and accurately depicts the layout of the unit, its location dimensions, approximate area, main entrance and immediate common area to which it has access as built.

FRANKLIN COUNTY  
REGISTRY OF DEEDS  
MAY 31 1998  
J. W. - JUN 11 AM  
RECEIVED FOR RECORD  
GLOBEFIELD, MASS.

UNIT AREA:  
FIRST FLOOR - 610 SF  
SECOND FLOOR - 555 SF  
GARAGE - 272 SF  
BASEMENT - 570 SF  
TOTAL AREA - 2,007 SF



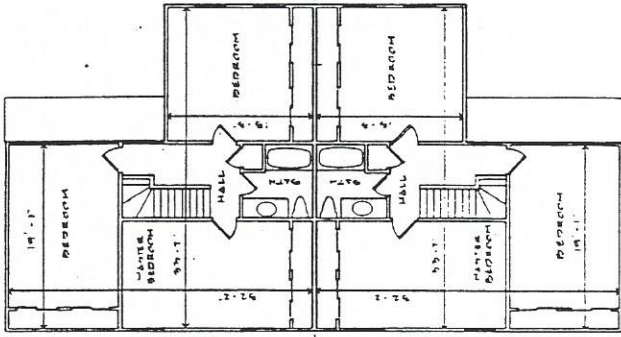
SHEET  
**1**  
SCALE:  
1/8" = 1'-0"  
DATE:  
5/1/98

EXISTING  
CONDITIONS  
UNIT PLANS  
UNITS 1A/B

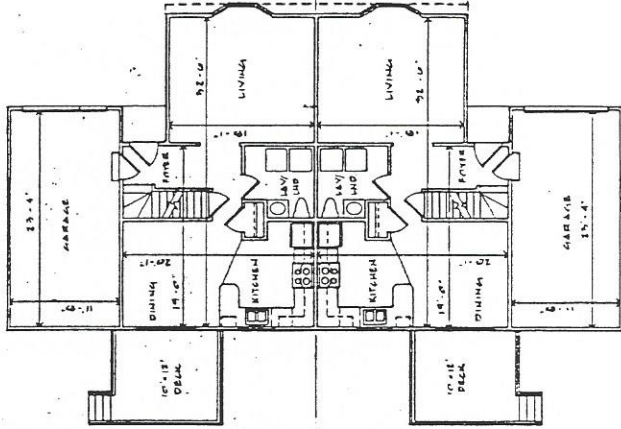
MOUNTAINVIEW CONDOMINIUM  
DEERFIELD, MA  
PREPARED FOR  
MOUNTAINVIEW CONDOMINIUM TRUST

PREPARED BY  
PETER HOWARD-JOHNSON, P.C.  
22 COLBURN ROAD  
WELLESLEY, MA

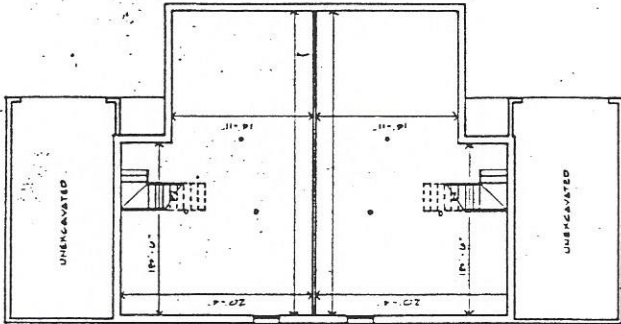




SECOND FLOOR



FIRST FLOOR



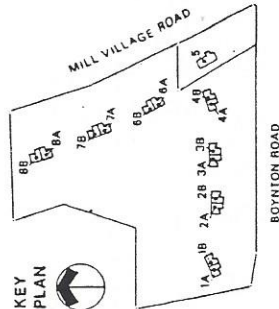
BASEMENT

UNIT 2A UNIT 2B

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRANKLIN COUNTY), MASSACHUSETTS, PREPARED FOR THE RECORDS OF THE DEERFIELD BOARD OF SELECTMEN, DEERFIELD, MASSACHUSETTS, DATED MARCH 13, 1991, FOR LOCATION OF UNITS, SAID PLAN ACCOMPANYING THE HEATER DED AS EXHIBIT B.

I certify that this plan shows the unit delineation of the units shown on the plan and that the units shown on the plan are in accordance with the location of the units shown on the plan and that the units shown on the plan are in accordance with the location of the units shown on the plan and that the units shown on the plan are in accordance with the location of the units shown on the plan.

UNIT AREA:  
 # FIRST FLOOR - 610 SF  
 # SECOND FLOOR - 895 SF  
 # GARAGE - 171 SF  
 # BASEMENT - 970 SF  
 TOTAL AREA - 2676 SF



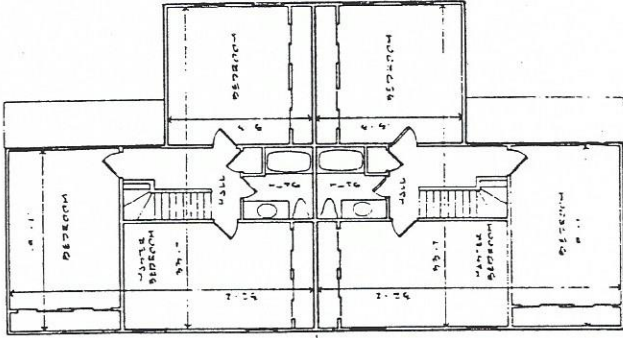
KEY PLAN

	SHEET	2	
	SCALE	1/8" = 1'-0"	
MOUNTAINVIEW CONDOMINIUM DEERFIELD, MA PREPARED FOR MOUNTAINVIEW CONDOMINIUM TRUST		DATE	5/91

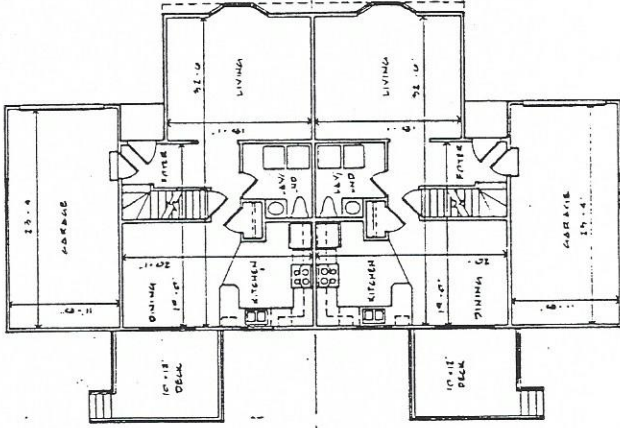
EXISTING CONDITIONS  
 UNIT PLANS  
 UNITS 2A/B

MOUNTAINVIEW CONDOMINIUM  
 DEERFIELD, MA  
 PREPARED FOR  
 MOUNTAINVIEW CONDOMINIUM TRUST

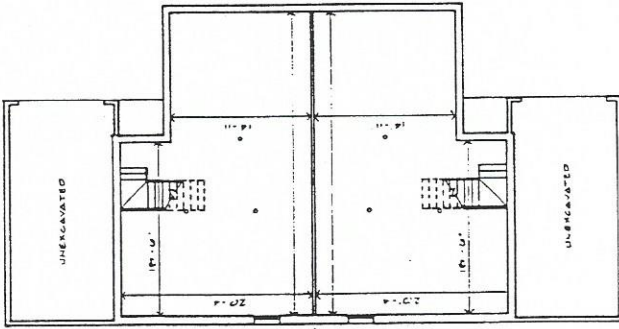
PREPARED BY  
 PETER HOWARD JOHNSON-P.C.  
 22 COLBURN ROAD  
 WELLESLEY, MA



SECOND FLOOR



FIRST FLOOR



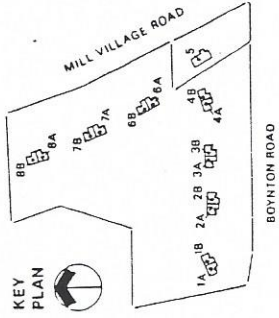
BASEMENT

UNIT 3A UNIT 3B

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRABLER CURVE), MASSACHUSETTS," prepared for the Vanguard Savings Fund and dated March 13, 1981, for location of units and plan accompanying the master deed to Public # 8.

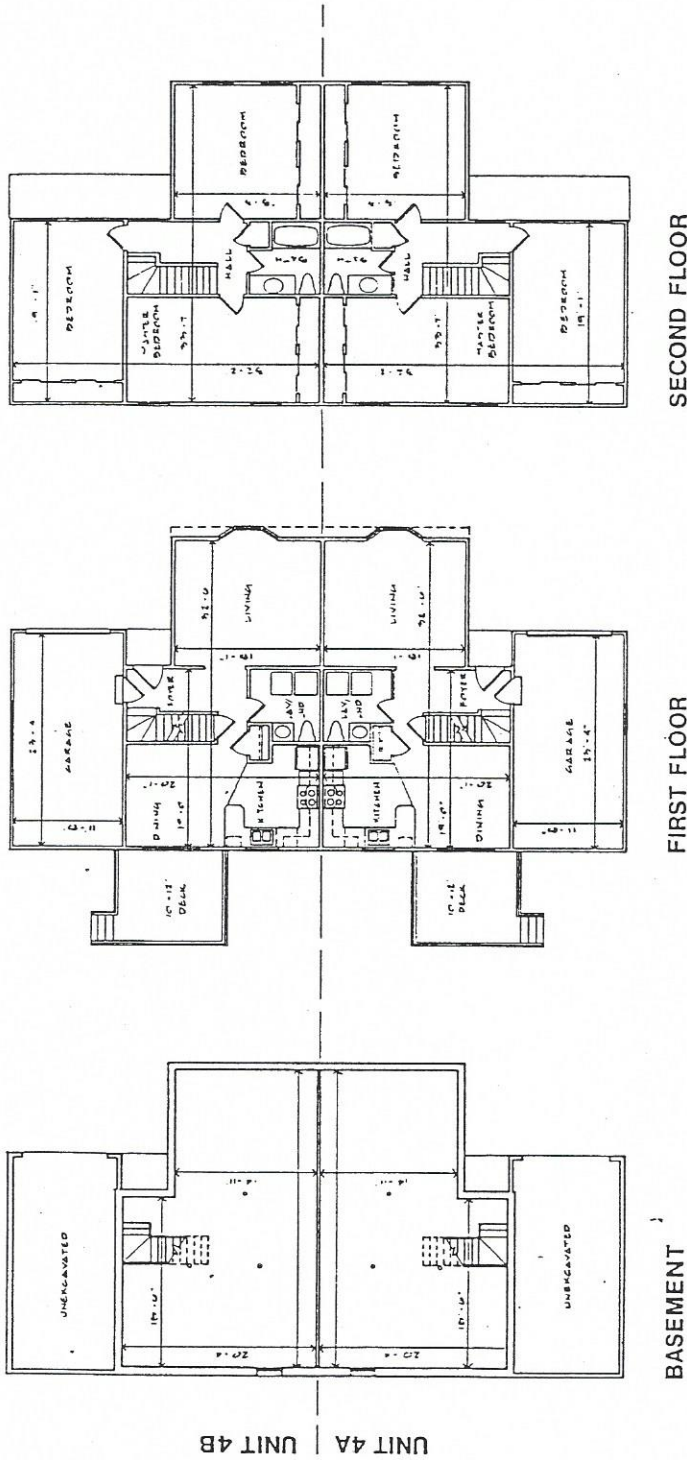
Legend: This plan shows the unit designation of Unit 3A, B and the unit's approximate adjoining and said plan fully and accurately represents the actual and true location of the units and the area to which it has access as built.

UNIT AREA  
 #1 FLOOR 625.41  
 #2 FLOOR 635.11  
 GARAGE 272.54  
 #3 FLOOR 572.54  
 TOTAL AREA 2105.60



KEY PLAN

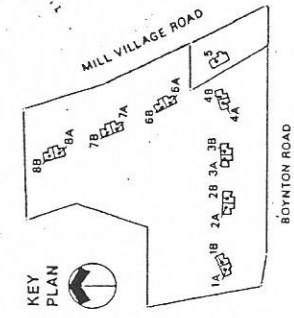
	SHEET	3
	SCALE	1/8" = 1'-0"
MOUNTAINVIEW CONDOMINIUM DEERFIELD, MA PREPARED FOR MOUNTAINVIEW CONDOMINIUM TRUST		
PREPARED BY PETER HOWARD-JOHNSON-P.C. 22 COLLEBURN ROAD WELLESLEY, MA		
EXISTING CONDITIONS UNIT PLANS UNITS 3A/B		



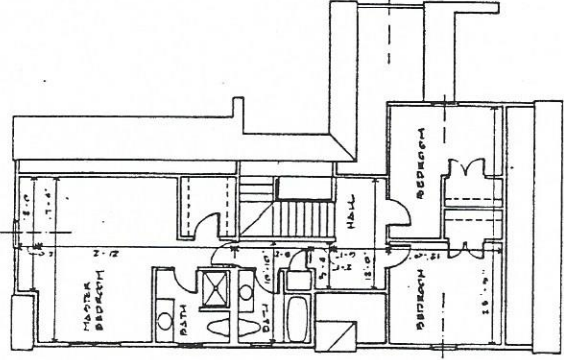
UNIT AREA:  
 # FIRST FLOOR — 616 SF  
 # SECOND FLOOR — 855 SF  
 # GARAGE — 272 SF  
 # BASEMENT — 570 SF  
 TOTAL AREA — 1313 SF

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRANKLIN COUNTY), MASSACHUSETTS", prepared for the Vanguard Savings Bank and dated 11/15/78, which shows the location of the unit and plan accompanying the Master Deed as Exhibit B.

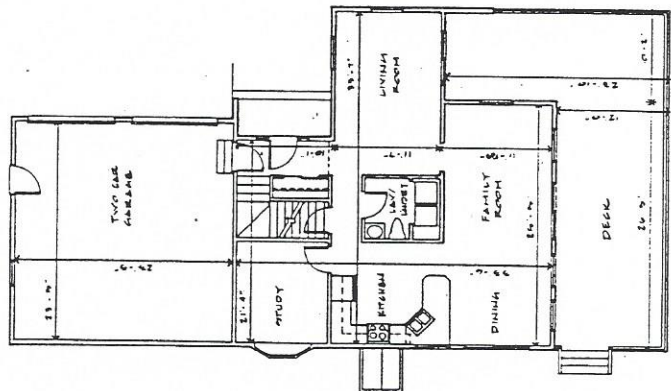
I certify that this plan shows the unit designation of unit(s) 4A, 4B and the unit(s) immediately adjoining, and that the unit(s) shown are in compliance with the applicable unit, lot location dimensions, appropriate area, safe entrance and immediate common area to which it has access as built.



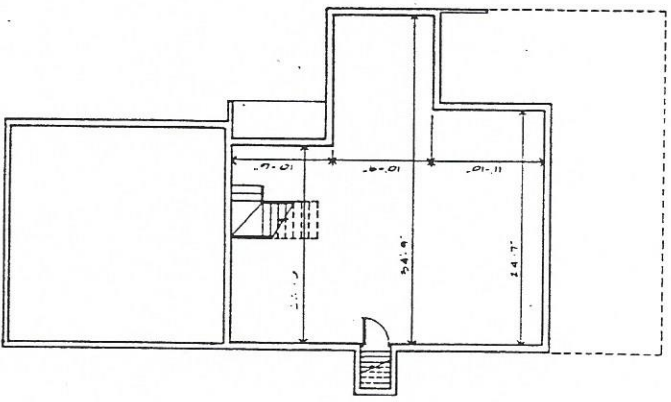
<p>PREPARED BY                  PETER HOWARD-JOHNSON-P.C.                  22 COLBURN ROAD                  WELLESLEY, MA</p>	<p><b>MOUNTAINVIEW CONDOMINIUM</b>                  DEERFIELD, MA                  PREPARED FOR  <b>MOUNTAINVIEW CONDOMINIUM TRUST</b></p>	<p>EXISTING CONDITIONS                  UNIT PLANS                  UNITS 4A/B</p>
		<p>SHEET: <b>4</b>                  SCALE: 1/8" = 1'-0"                  DATE: 5/1/81</p>



SECOND FLOOR



FIRST FLOOR

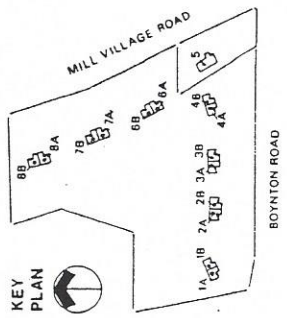


BASEMENT

UNIT AREA:  
 ■ FIRST FLOOR --- 320 SF  
 ■ SECOND FLOOR --- 240 SF  
 ■ GARAGE --- 500 SF  
 ■ BASEMENT --- 600 SF  
 TOTAL AREA --- 1,660 SF

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRANKLIN COUNTY), MASSACHUSETTS", prepared for the Vanguard Savings Bank and dated March 11, 1961, for location of unit. Said plan accompanying the master deed as Exhibit B.

I certify that this plan shows the unit designation of unit(s) 5 and the unit(s) immediately adjoining, and said plan fully and accurately depicts the layout of the unit(s) and the unit(s) immediately adjoining, and immediate common area to which it has access as built.



PREPARED BY  
 PETER HOWARD-JOHNSON - P.C.  
 22 COLBURN ROAD  
 WELLESLEY, MA

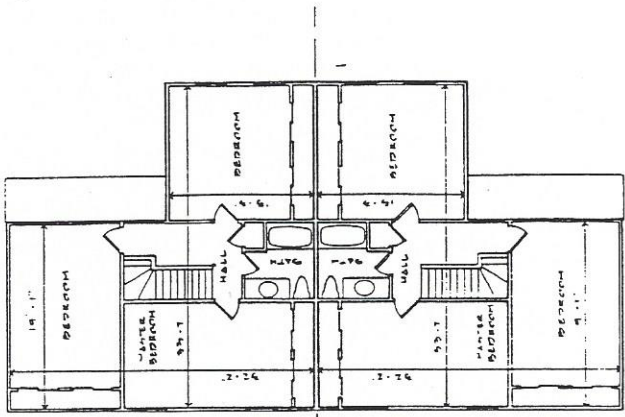
MOUNTAINVIEW CONDOMINIUM  
 DEERFIELD, MA  
 PREPARED FOR  
 MOUNTAINVIEW CONDOMINIUM TRUST

EXISTING CONDITIONS UNIT PLANS UNIT 5

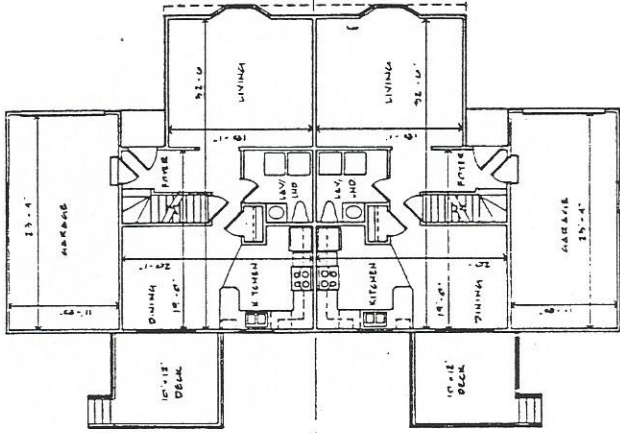
SHEET 5

SCALE 1/8" = 1'-0"

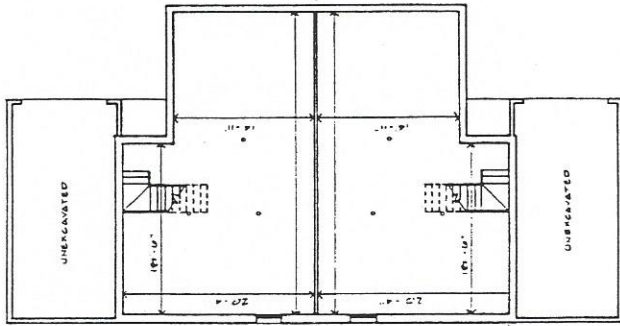
DATE 5/1/61



SECOND FLOOR



FIRST FLOOR



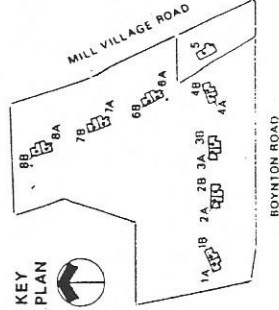
BASEMENT

UNIT 6A UNIT 6B

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FRANKLIN COUNTY), MASSACHUSETTS" dated 10/15/88, for location of units, said plan accompanying the Master deed as Exhibit B.

I certify that this plan shows the unit designation of said plan fully and accurately depicts the layout of the unit, its location dimensions, approximate area, main entrance and immediate common area to which it has access as built.

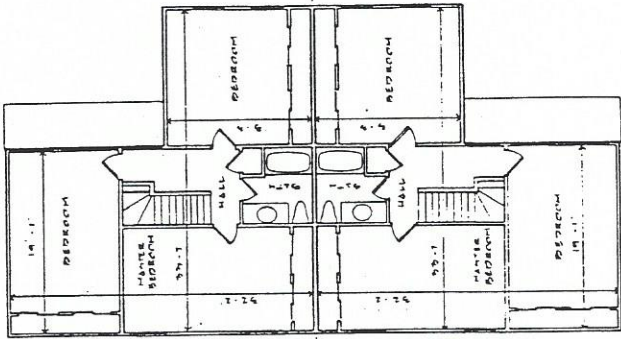
- UNIT AREA:
- FIRST FLOOR - 212.91
  - SECOND FLOOR - 819.71
  - GARAGE - 272.51
  - PORCHES - 570.48
  - TOTAL AREA - 1875.61



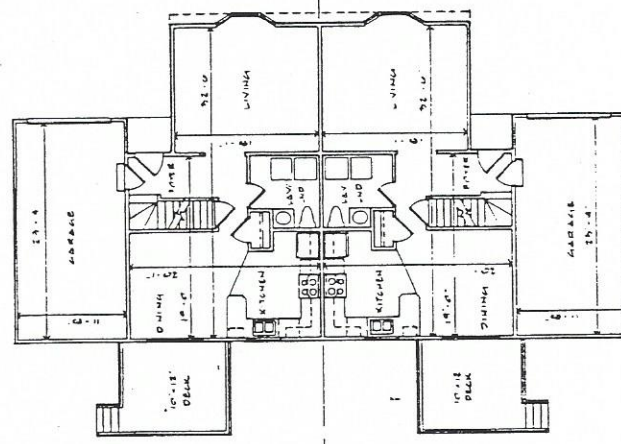
KEY PLAN

	SHEET	6
	SCALE	1/8" = 1'-0"
<b>EXISTING CONDITIONS</b> <b>UNIT PLANS</b> <b>UNITS 6A/B</b>		
<b>MOUNTAINVIEW CONDOMINIUM</b> DEERFIELD, MA PREPARED FOR <b>MOUNTAINVIEW CONDOMINIUM TRUST</b>		
PREPARED BY <b>PETER HOWARD-JOHNSON - P.C.</b> 22 COLBURN ROAD WELLESLEY, MA		

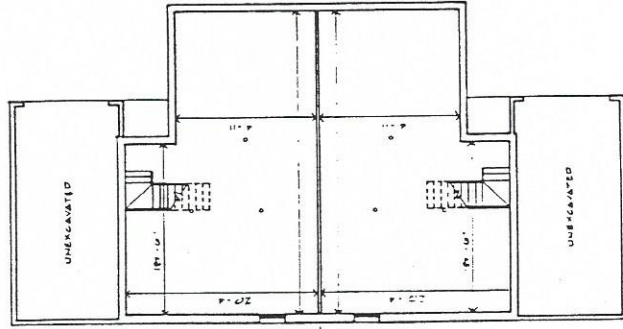




SECOND FLOOR



FIRST FLOOR



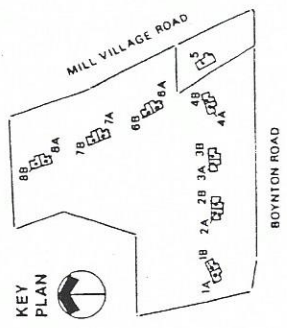
BASEMENT

UNIT 8A UNIT 8B

Refer to plan entitled "MOUNTAINVIEW CONDOMINIUM, DEERFIELD (FANELLI COURT), MASSACHUSETTS", prepared for the Vanguard Savings Bank and dated March 13, 1991, for location of unit(s) and plan accompanying the Master Deed as Exhibit 1.

I certify that this plan shows the unit designation of unit(s) A, B and the unit(s) immediately adjoining, and said plan fully and accurately depicts the layout, location, area, and dimensions of the unit(s) and the immediate common area to which it has access as built.

UNIT AREA:  
 ■ FIRST FLOOR... 212.55  
 ■ SECOND FLOOR... 255.11  
 ■ GARAGE... 271.91  
 ■ PATIO/DECK... 576.59  
 TOTAL AREA - 1316.16



	SHEET	8
	SCALE	1/8" = 1'-0"
DATE		5/1/91
EXISTING CONDITIONS UNIT PLANS UNITS 8A/B		
MOUNTAINVIEW CONDOMINIUM DEERFIELD, MA PREPARED FOR MOUNTAINVIEW CONDOMINIUM TRUST		
PREPARED BY PETER HOWARD-JOHNSON, P.C. 22 COLBURN ROAD WELLESLEY, MA		