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000025
MASTER DEED
OF
THE VILLAGE GREENE CONDOMINIUMS

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This MASTER DEED of The Village Greene Condominiums made this 30th day of December, 1986. WITNESSETH that RICHARD F. GREENE and DEBRA A. GREENE, of Ware Road, Belchertown, Massachusetts, hereinafter referred to as ("Declarant"), being the sole owners of certain premises in Belchertown, Hampshire County, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end said Declarants do hereby declare and provide as follows:

1. NAME OF CONDOMINIUM. The name of the Condominium shall be "The Village Greene Condominiums" (hereinafter sometimes referred to as "Village Greene").

2. DESCRIPTION OF LAND. The land submitted to the condominium regime hereby is the land shown on a certain plan of land entitled "The Village Greene Condominiums" Site Plan of Land in Belchertown, Mass. Prepared for Richard F. Greene, dated October 31, 1986, by Lewis & Cook Surveyors, Inc., recorded in Hampshire County Registry of Deed, Book of Plans 1211, Page 64, said land being more particularly bounded and described according to "Schedule C" which is attached to this Master Deed and incorporated by reference herein.

3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have same meanings unless in context otherwise requires.

The Village Greene Condominium Association, hereinafter referred to as the "Association", shall be the organization of unit owners governed according to the terms of the Village Greene Trust, which Association will manage and regulate The Village Greene Condominiums pursuant to the By-Laws of the Association (included in the Village Greene Condominium Trust), this instrument, and Chapter 183A of the General Laws of Massachusetts.

The Trustees of the Association shall consist of at least three persons (hereinafter "Trustees"). Initially, the following three Trustees have been appointed by the Declarant, all of whom shall serve until the first annual meeting of unit owners, at which meeting Trustees shall be elected by the membership of the Association:

Richard F. Greene
Ware Road
Belchertown, Massachusetts 01007

Hubert F. Greene
51 Ware Road

p/
144/54

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BOOK 3587
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BOOK 2916 0110

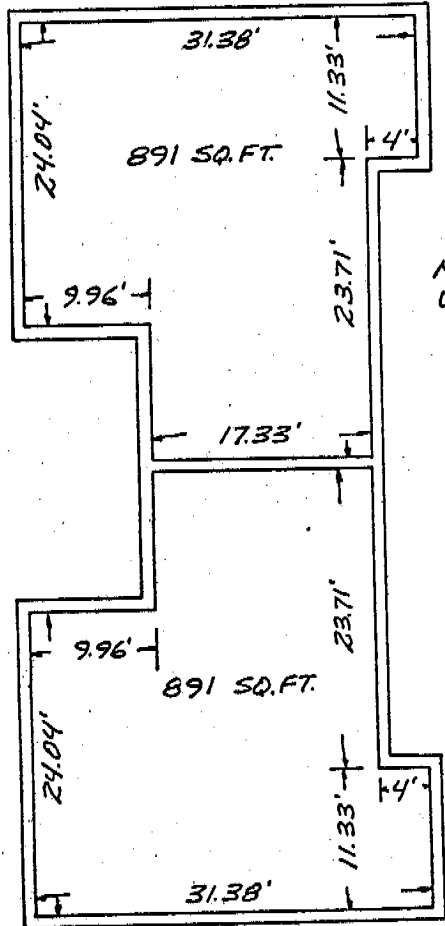
*'THE
VILLAGE
GREENE
CONDOMINIUMS'*

BUILDING AND UNIT PLANS

SCHEDULE A

DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS (CONCRETE) AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING BUILDING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES.
MEASUREMENTS ± 0.05'

Richard A. Lewis
NOV. 4, 1986



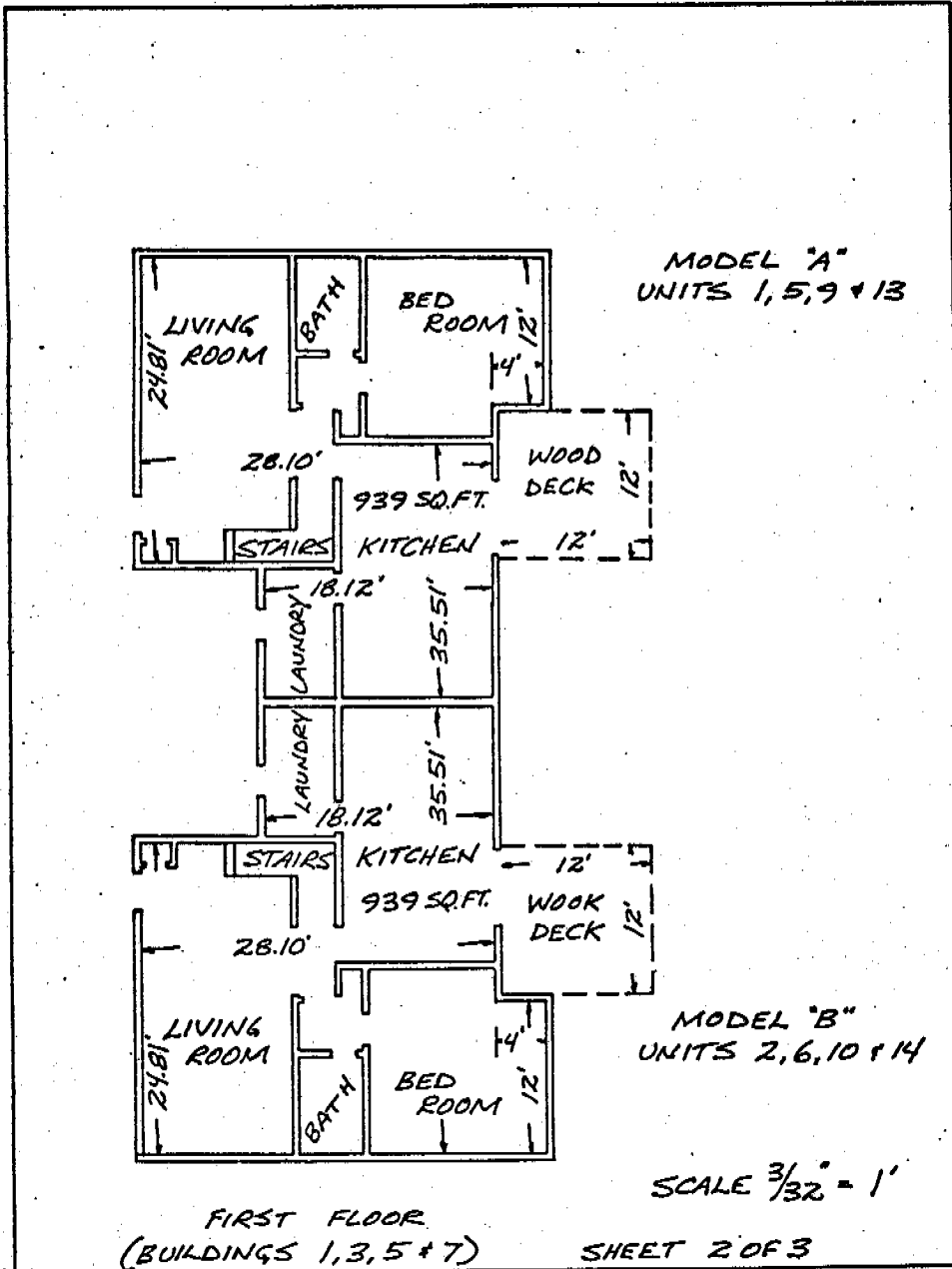
REVISED NOV. 18, 1986
MODEL "A"
UNITS 1, 5, 9, 13

'THE VILLAGE GREENE CONDOMINIUMS'
SCALE 3/32" = 1'

MODEL "B"
UNITS 2, 6, 10, 14

BASEMENT (BUILDINGS 1, 3, 5 & 7)

SHEET 1 OF 3



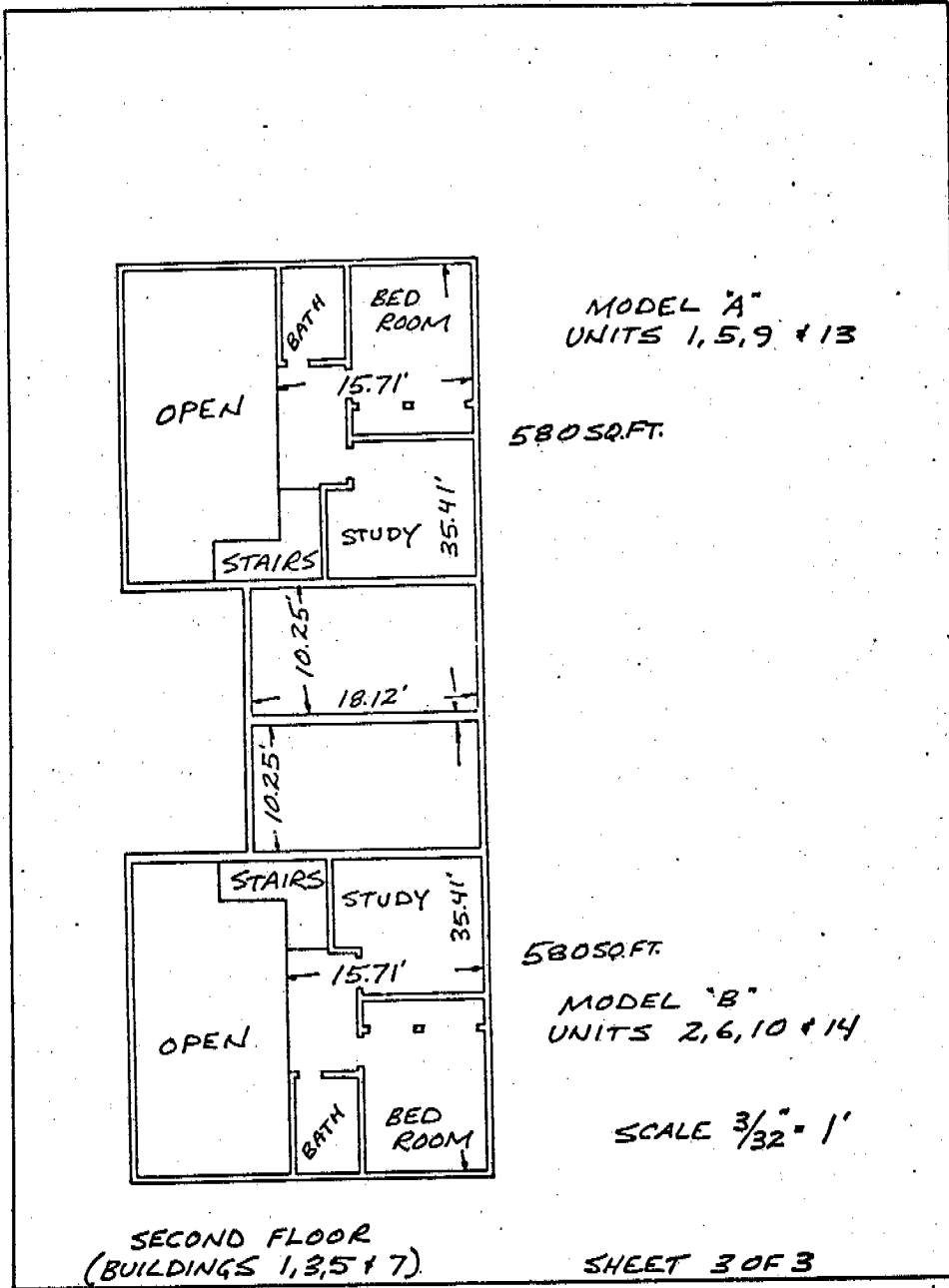
MODEL "A"
UNITS 1, 5, 9 + 13

MODEL "B"
UNITS 2, 6, 10 + 14

SCALE $\frac{3}{32}'' = 1'$

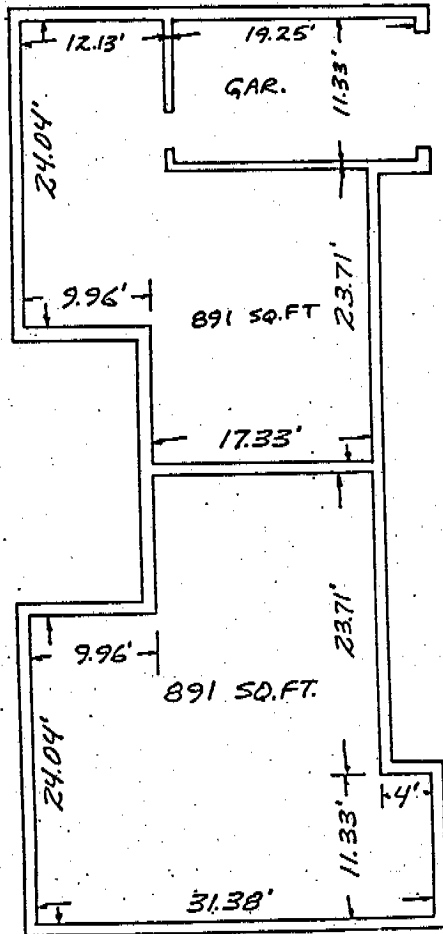
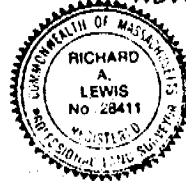
FIRST FLOOR
(BUILDINGS 1, 3, 5 + 7)

SHEET 2 OF 3



DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS (CONCRETE) AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING BUILDING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES.
MEASUREMENTS $\pm 0.05'$

Richard A. Lewis
NOV. 19, 1986



MODEL "E"
UNIT 3

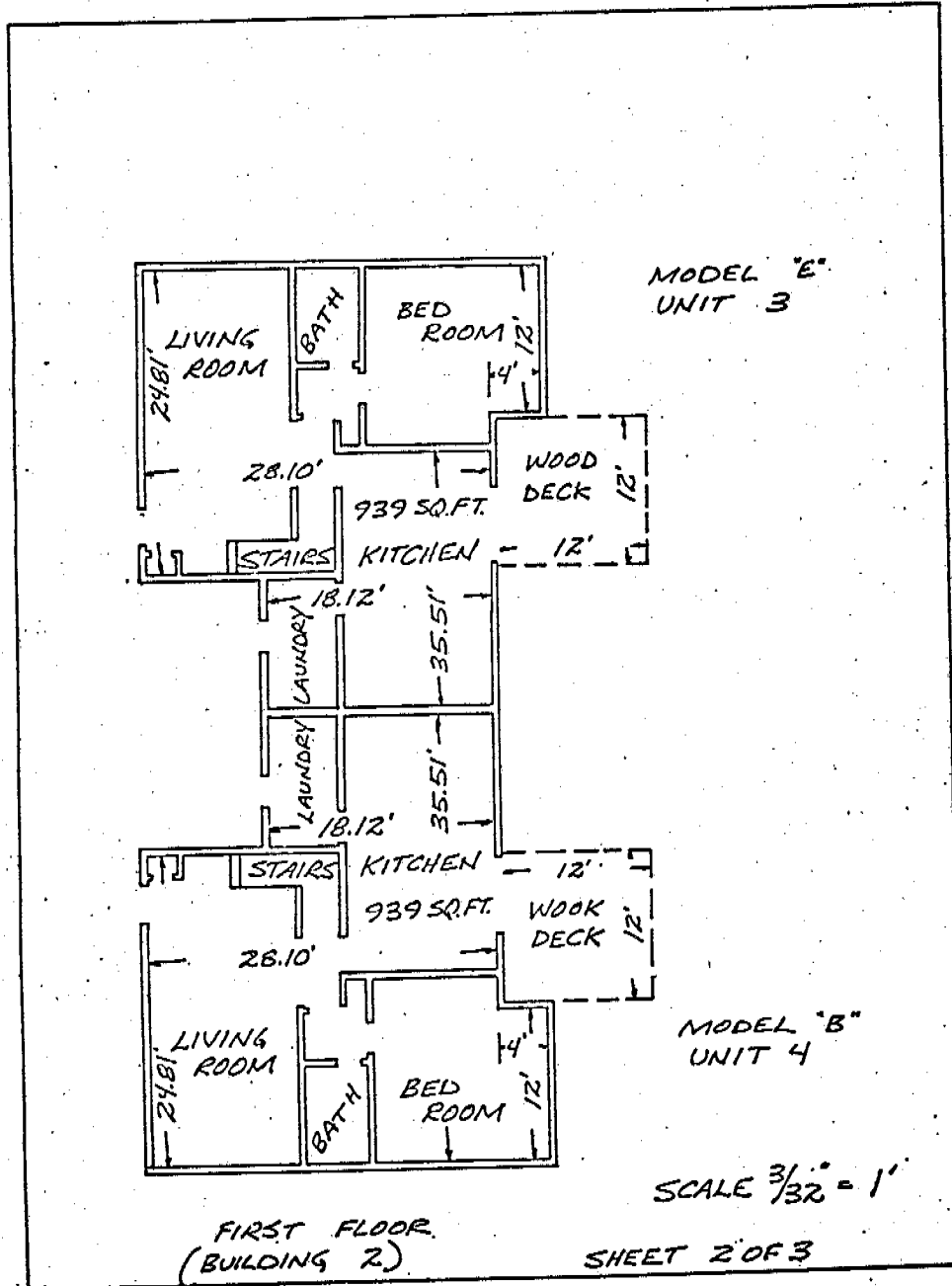
'THE VILLAGE
GREENE
CONDOMINIUMS'

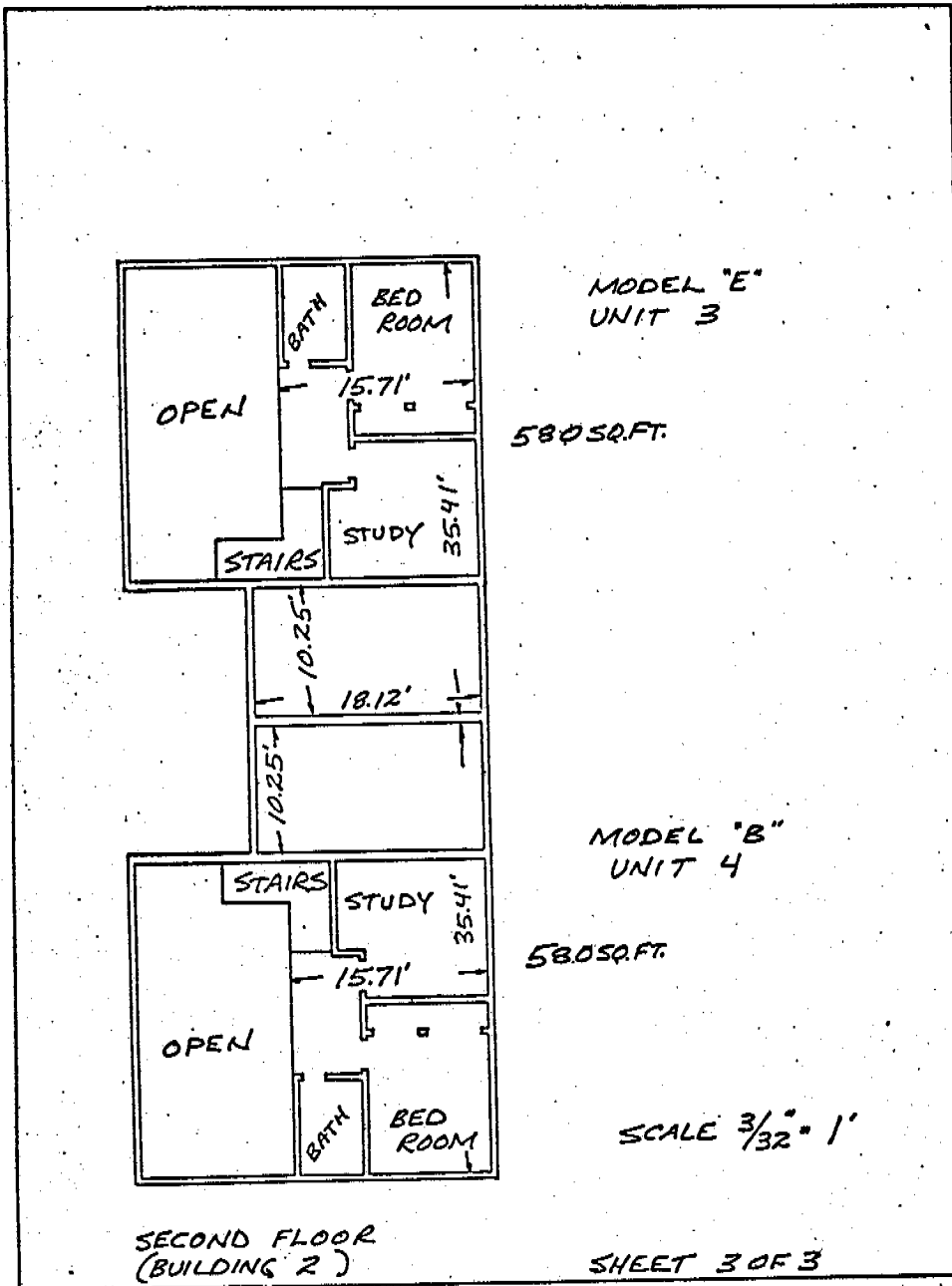
SCALE $\frac{3}{32}'' = 1'$

MODEL "B"
UNIT 4

BASEMENT
(BUILDING 2)

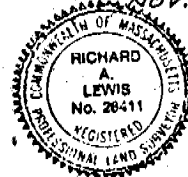
SHEET 1 OF 3





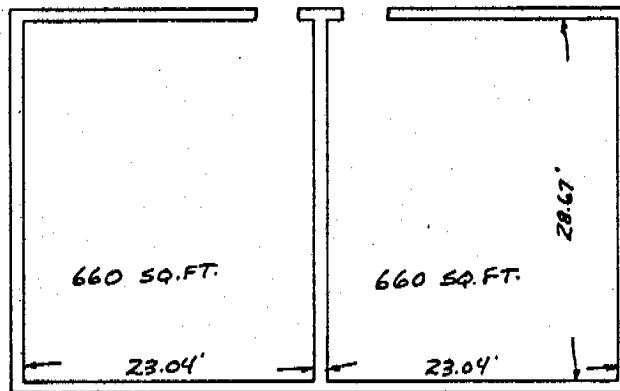
DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS (CONCRETE) AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING BUILDING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES.
MEASUREMENTS $\pm 0.05'$

Richard A. Lewis
NOV. 18, 1986



MODEL "C"
UNITS 7, 11 & 15

MODEL "D"
UNITS 8, 12 & 16

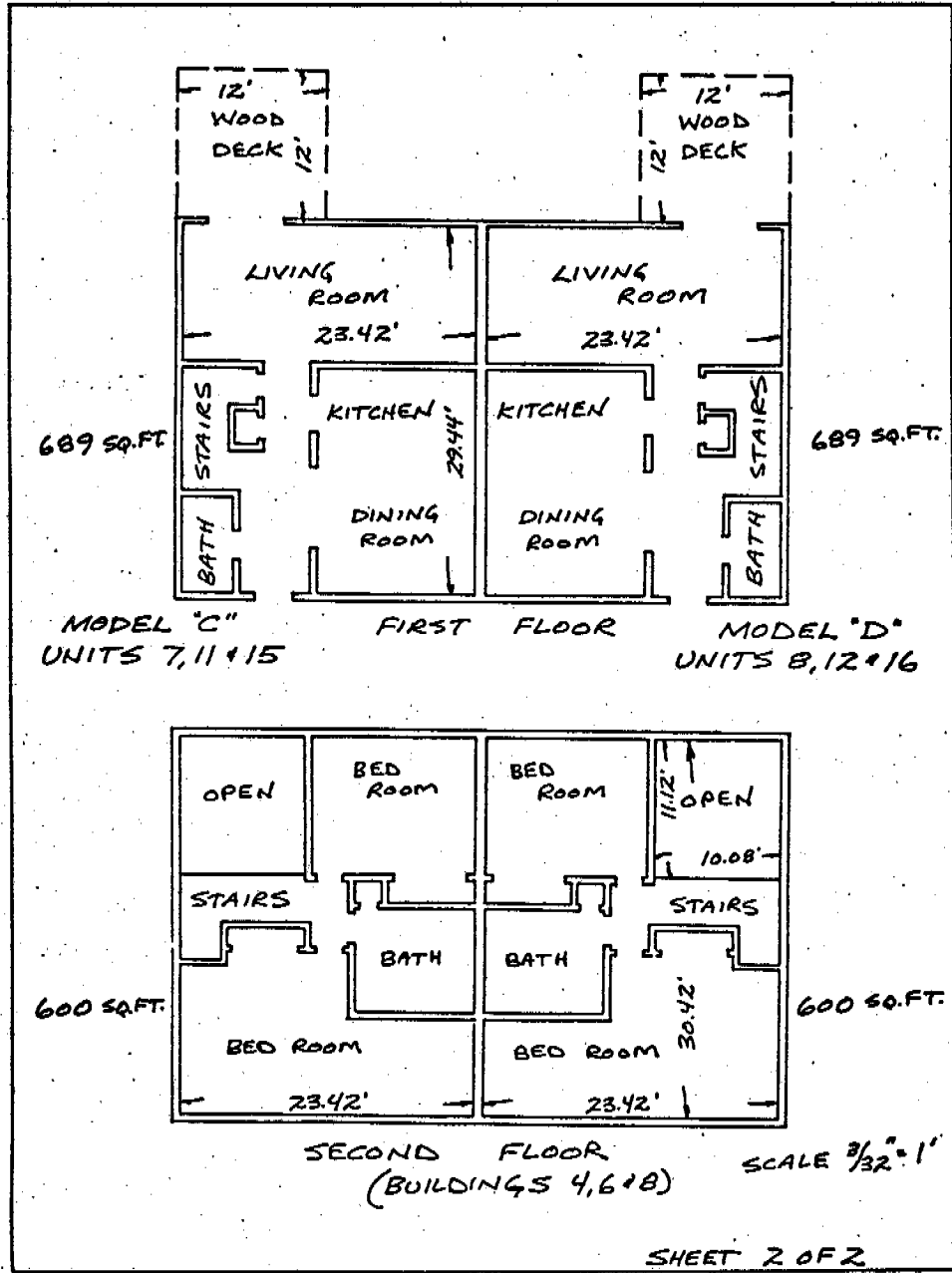


BASEMENT
(BUILDINGS 4, 6 & 8)

'THE VILLAGE
GREENE
CONDOMINIUMS'

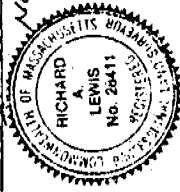
SCALE $\frac{3}{32}'' = 1'$

SHEET 1 OF 2

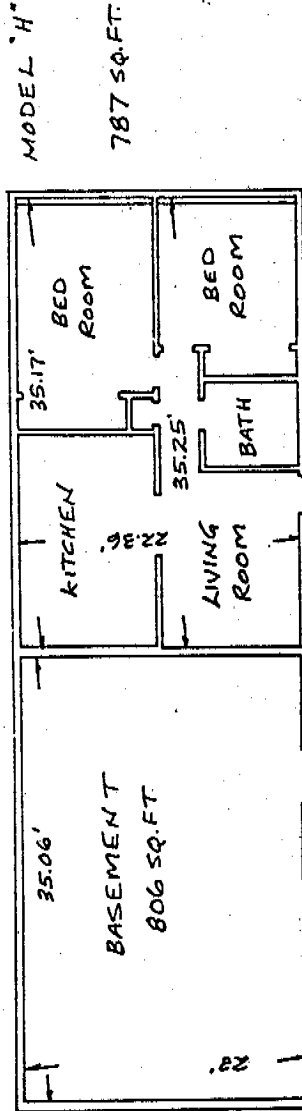


DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS (CONCRETE) AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING BUILDING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES. MEASUREMENTS $\pm 0.05'$

Richard A. Lewis
NOV. 19, 1986



'THE VILLAGE GREENE CONDOMINIUMS'



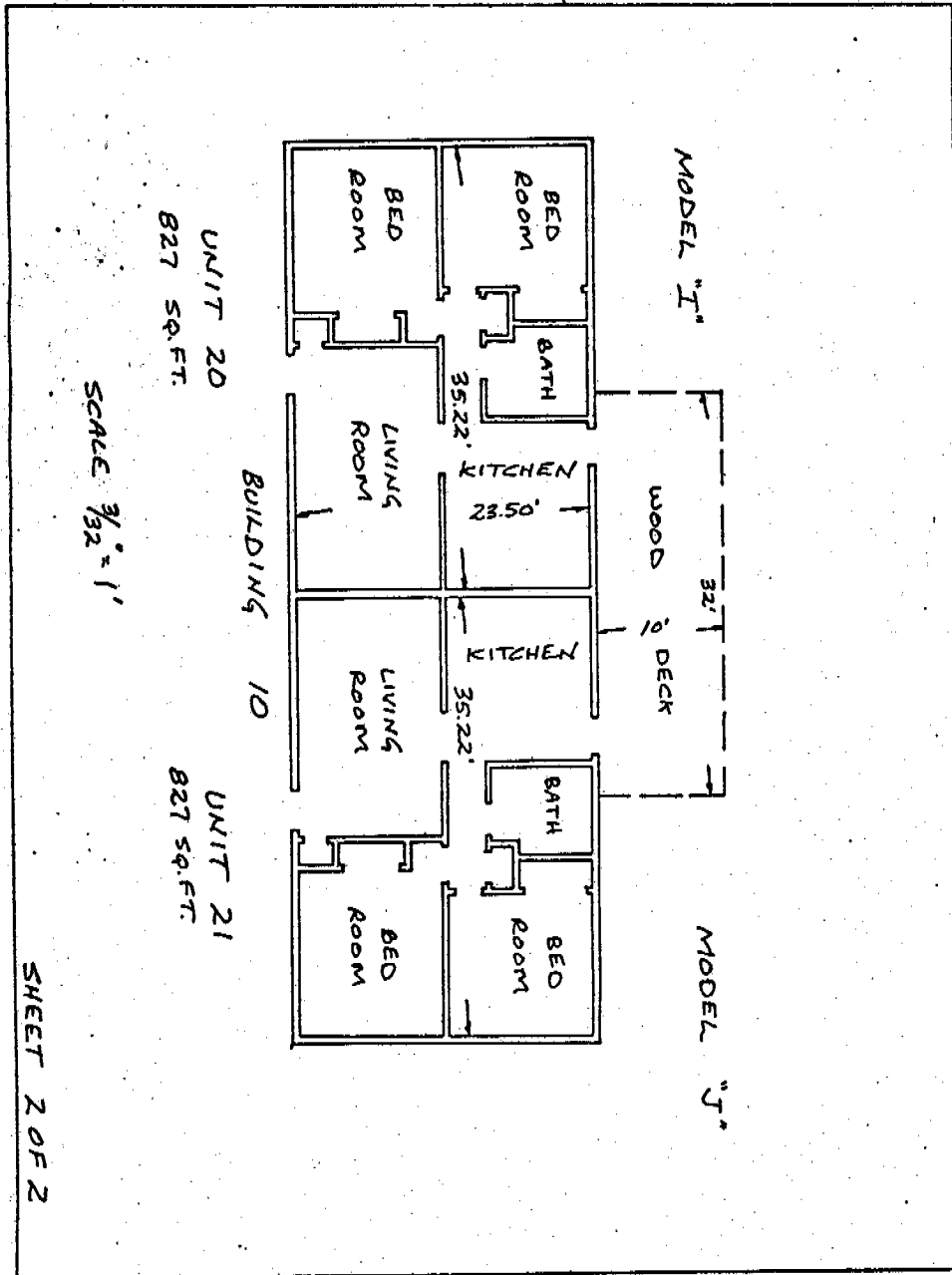
UNIT 19

BUILDING 10

SCALE $\frac{3}{32}'' = 1'$

SHEET 1 OF 2

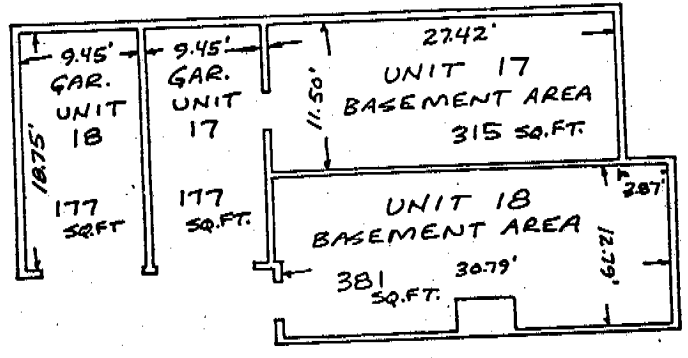
BOOK 2916 0120



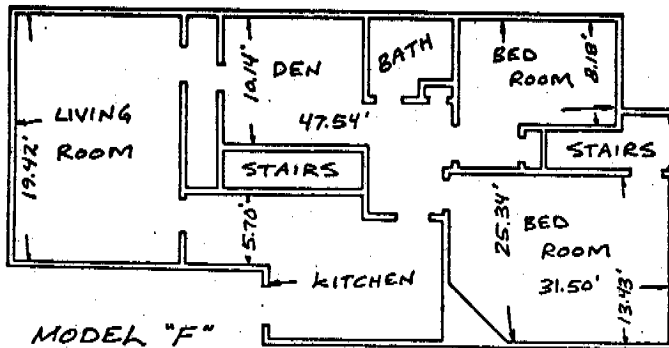
DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS (CONCRETE) AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING BUILDING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES.
MEASUREMENTS ± 0.05'

Richard A. Lewis
NOV. 19, 1986
COMMONWEALTH OF MASSACHUSETTS
RICHARD A. LEWIS
No. 23111
REGISTERED
PROFESSIONAL LAND SURVEYOR

'THE VILLAGE GREENE CONDOMINIUMS'

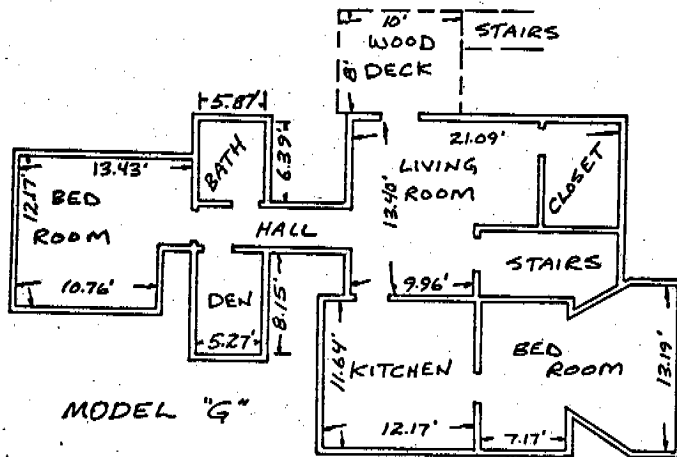


BUILDING 9
BASEMENT
SCALE 3/32" = 1'



MODEL "F"

BUILDING 9 UNIT 17 1090 SQ.FT.



MODEL "G"

BUILDING 9 UNIT 18 777 SQ.FT.

SCALE 3/32" = 1'

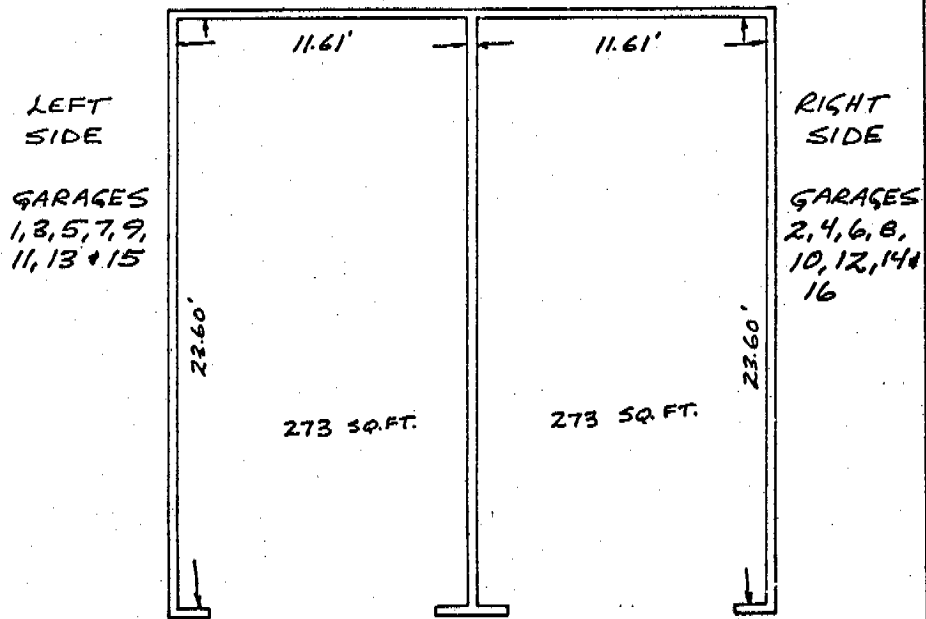
SHEET 2 OF 2

DISTANCES ARE MEASURED TO THE INSIDE FACE OF STUDS AT RANDOM LOCATIONS. NO CONSIDERATION HAS BEEN MADE FOR DIMENSIONAL VARIANCES CONTRACTED DURING CONSTRUCTION OR FOR MATERIAL NONCONFORMITIES. MEASUREMENTS ± 0.05'

TYPICAL GARAGE

GARAGES ARE COMMON AREA EXCEPT GARAGE IN BLD. 2 UNIT 3

Richard A. Lewis
NOV. 18, 1986
RICHARD A. LEWIS
No. 28411
REGISTERED PROFESSIONAL LAND SURVEYOR



GARAGE
SCALE 3/16" = 1'

THE VILLAGE GREENE CONDOMINIUMS
SCHEDULE "B"
LAND LEGAL DESCRIPTION

The land with the buildings thereon situated on the southerly side of Ware Road in Belchertown, County of Hampshire, Commonwealth of Massachusetts, which is shown on a plan of land entitled "The Village Greene Condominiums" Site Plan of Land in Belchertown, Mass. Prepared for Richard F. Greene" dated October 31, 1986, by Lewis & Cook Surveyors, Inc., said plan being recorded with Hampshire County Registry of Deeds in Plan Book _____, Page _____, said land being more particularly bounded and described according to said plan as follows:

Beginning at an iron pin situated in the southerly sideline of said Ware Road, said iron pin also being the northeasterly corner of the land described herein and also being the northwesterly corner of land now or formerly of Hubert F. & Jennie T. Greene, and thence running

S. $6^{\circ} 15' 5''$ W. Two hundred four and 55/100 (204.55) feet to a point; thence turning and running

S. $11^{\circ} 44' 30''$ W. Three hundred twenty-eight and 54/100 (328.54) feet to a point; thence turning and running

S. $22^{\circ} 58' 45''$ W. One hundred eight and 61/100 (108.61) feet to a 24' oak with wire; thence turning and running

S. $36^{\circ} 3' 35''$ W. One hundred nine (109) feet, more or less, to the high water mark of a former pond as shown on said plan; thence turning and running

SOUTHWESTERLY Along the course of the said high water mark of a former pond, Three hundred fifty-six (356) feet, more or less, to a 28' oak with wire, the last five courses being along said land now or formerly of Hubert F. & Jennie T. Greene; thence turning and running

N. $16^{\circ} 33' 55''$ W. Twenty-eight and 91/100 (28.91) feet to a 26' pine with wire; thence turning and running

N. $1^{\circ} 57'$ E. One hundred twelve and 11/100 (112.11) feet to an iron pin in stones; thence turning and running

N. $0^{\circ} 57'$ E. Eighty-six and 23/100 (86.23) feet to an iron pin; thence turning and running

N. $6^{\circ} 26' 5''$ E. Four hundred seven and 94/100 (407.94) feet to a 10' ash with wire, the last four courses being along land now or formerly of Pearl Davis; thence turning and running

N. $7^{\circ} 18' 40''$ E. Two hundred fifteen and 94/100 (215.94) feet along said last named land and along land now or formerly of Francis P. & Bertha M. Loftus to an iron pin set in the said southerly sideline of Ware Road; thence turning and running

Along a curve to the right having a radius of 1160.00, a distance of Thirty-eight and 66/100 (38.66) feet to a Massachusetts Highway Bound; thence turning and running

S. $82^{\circ} 5' 50''$ E. Three hundred ninety-one and 63/100 (391.63) feet to the iron pin at the point of beginning, the last two courses being along the said southerly sideline of Ware Road.

Containing 6.94 acres, more or less.

For the grantors' title reference see deeds recorded with Hampshire County Registry of Deeds in Book 2276, Page 157, and in Book 2489, Page 138.

BOOK 2916-58 0125

VILLAGE GREENE CONDOMINIUM
 MASTER DEED
 SCHEDULE C

UNIT TYPE	BLDG.	UNIT	AREA (SQ.FT)	ROOMS	GARAGE	AREA% UNDIV.
A	B-1	1	2410	L,Kit/Dn,Den/St,Ld 2B,2Br,Fb,	Det.	6.01%
B	B-1	2	2410	L,Kit/Dn,Den/St,Ld, 2B,2Br,Fb,	Det.	6.01%
E	B-2	3	2410	L,Kit/Dn,Den/St,Ld, 2B,2Br,Fb,	Incl.	6.01%
B	B-2	4	2410	L,Kit/Dn,Den/St,Ld, 2B,2Br,Fb,	Det.	6.01%
A	B-3	5	2410	L,Kit/Dn,Den/St,Ld, 2B,2Br,Fb,	Det.	6.01%
B	B-3	6	2410	L,Kit/Dn,Den/St,Ld, 2B,2Br,Fb,	Det.	6.01%
C	B-4	7	1949	Kit/Dn,L,1 1/2 B,2Br, Fb.	Det.	4.86%
D	B-4	8	1949	Kit/Dn,L,1 1/2 B,2Br. Fb.	Det.	4.86%
A	B-5	9	2410	L,Kit/Dn,Den/St,Ld. 2B,2Br,Fb.	Det.	6.01%
B	B-5	10	2410	L,Kit/Dn,Den/St,Ld. 2B,2Br,Fb.	Det.	6.01%
C	B-6	11	1949	Kit/Dn,L,1 1/2B,2Br. Fb.	Det.	4.86%
D	B-6	12	1949	Kit/Dn,L, 1 1/2B,2Br. Fb.	Det.	4.86%
A	B-7	13	2410	L,Kit/Dn,Den/St,Ld 2B,2Br,Fb.	Det.	6.01%
B	B-7	14	2410	L,Kit/Dn,Den/St,Ld. 2B,2Br,Fb.	Det.	6.01%
C	B-8	15	1949	Kit/Dn,L, 1 1/2B,2Br. Fb.	Det.	4.86%

BOOK 2916 0126

D	B-8	16	1949	Kit/Dn,L, 1 1/2B,2Br, Fb,	Det.	4.86%
F	B-9	17	Down 1090	2Br,1B,Kit/Dn,L,Den/St	Incl.	2.72%
G	B-9	18	Up 777	2Br,1B,Kit/Dn,L,	Incl.	1.94%
H	B-10	19	Left Up 827	2Br,1B,L,Kit/Dn	None	2.06%
I	B-10	20	Right Up827	2Br,1B,L,Kit/Dn	None	2.06%
J	B-10	21	Left Down 787	2Br,KitDn,1B,L.	None	1.96%

Legend:

L=Living Room

Kit/Dn=Kitchen Dining Room Combo

Den/St=Den/or Study

Ld=Laundry Room

B=Bath

Br=Bedroom

Fb=Full Basement

Det=Detached Garage

Incl=Garage is built into Unit

Belchertown, Massachusetts 01007

Debra A. Greene
Ware Road
Belchertown, Massachusetts 01007

The Officers of the Association shall consist of a President, Vice President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees. The President and the Vice President shall be members of the Association.

The By-Laws of the Association, hereafter the "By-Laws", shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the common areas and facilities of The Village Greene Condominiums, which shall not be in conflict with existing law, the Master Deed or the By-Laws.

4. DESCRIPTION OF BUILDINGS. The Buildings comprising the condominium are ten (10) in number with a total of twenty-one (21) units, as shown on the Site Plan" above described and are more fully described in the Building Plans labelled "BUILDING & UNIT PLANS - THE VILLAGE GREENE CONDOMINIUMS" recorded herewith in the Hampshire County Registry of Deeds and attached hereto and incorporated herein as "Schedule A". The buildings are two story wood frame buildings with concrete basements. The buildings have wood clapboard for siding, wood or vinyl windows and asphalt shingle roofs. Free-standing garage buildings which may be built later and are shown on the Building Plans are of similar materials.

5. DESCRIPTION OF UNITS. A description of each Unit in the Buildings comprising the Condominium is as follows:

The model "A" left hand townhouse unit design (Unit Numbers 1, 5, 9 and 13) are two bedroom design condominiums, consisting of a full basement and first and second floors, more particularly delineated as follows: The basements are concrete with a set of wooden stairs leading to the first floor hallway area. The first floor consists of a living room, full bathroom, laundry/entrance foyer, bedroom, and kitchen. There is a set of wooden stairs leading to the second floor balcony-loft area. The second floor consists of a bedroom, full bathroom and study/den, together with open space over the living room, allowing for the cathedral ceiling in the living room. Also on the second floor is a completely enclosed area which the condominium owner may choose to partition and/or finish at a later date. There is appurtenant to each such unit the exclusive right and easement to use the wooden deck immediately adjacent to each such unit and accessible through the sliding glass or atrium door leading from the kitchen to the wooden deck. Further, there is

BOOK 2916 0128

appurtenant to each such unit the exclusive right and easement to use that garage designated on the Site Plan by the letters "Gar" followed by the unit number to which such garage is appurtenant.

The model "B" right hand townhouse unit design (Unit Numbers 2, 4, 6, 10 and 14) are two bedroom design condominiums, consisting of a full basement and first and second floors, more particularly delineated as follows: The basements are concrete with a set of wooden stairs leading to the first floor hallway area. The first floor consists of a living room, full bathroom, laundry/entrance foyer, bedroom, and kitchen. There is a set of wooden stairs leading to the second floor balcony-loft area. The second floor consists of a bedroom, full bathroom and study/den, together with open space over the living room, allowing for the cathedral ceiling in the living room. Also on the second floor is a completely enclosed area which the condominium owner may choose to partition and/or finish at a later date. There is appurtenant to each such unit the exclusive right and easement to use the wooden deck immediately adjacent to each such unit and accessible through the sliding glass or atrium door leading from the kitchen to the wooden deck. Further, there is appurtenant to each such unit the exclusive right and easement to use that garage designated on the Site Plan by the letters "Gar" followed by the unit number to which such garage is appurtenant.

The model "C" left hand townhouse unit design (Unit Numbers 7, 11, and 15) are two bedroom design condominiums, consisting of a full basement and first and second floors, more particularly delineated as follows: The basements are concrete with a set of wooden stairs leading to the first floor entrance hallway area. The first floor consists of a living room, half bathroom, entrance hallway, and combination kitchen/dining area. There is a set of wooden stairs leading to the second floor balcony/hallway. The second floor consists of two bedrooms and a full bathroom, together with open space over one-half of the living room, allowing for the partial cathedral ceiling in the living room. There is appurtenant to each such unit the exclusive right and easement to use the wooden deck immediately adjacent to each such unit and accessible through the sliding glass or atrium door leading from the living room to the wooden deck. Further, there is appurtenant to each such unit the exclusive right and easement to use that garage designated on the Site Plan by the letters "Gar" followed by the unit number to which such garage is appurtenant.

The model "D" right hand townhouse unit design (Unit Numbers 8, 12, and 16) are two bedroom design condominiums, consisting of a full basement and first and second floors, more particularly delineated as follows: The basements are concrete with a set of wooden stairs leading to the first floor entrance hallway area. The first floor consists of a living room, half bathroom, entrance hallway, and combination kitchen/dining area. There is a set of wooden stairs

leading to the second floor balcony/hallway. The second floor consists of two bedrooms and a full bathroom, together with open space over one-half of the living room, allowing for the partial cathedral ceiling in the living room. There is appurtenant to each such unit the exclusive right and easement to use the wooden deck immediately adjacent to each such unit and accessible through the sliding glass or atrium door leading from the living room to the wooden deck. Further, there is appurtenant to each such unit the exclusive right and easement to use that garage designated on the Site Plan by the letters "Gar" followed by the unit number to which such garage is appurtenant.

The model "E" left hand townhouse unit design (Unit Number 3) is a two bedroom design condominium, consisting of a basement area (a portion of which has been partitioned as a drive under garage accessible through a garage door situated in the rear of the unit at the basement level) and first and second floors, more particularly delineated as follows: The basements are concrete with a set of wooden stairs leading to the first floor hallway area. The first floor consists of a living room, full bathroom, laundry/entrance foyer, bedroom, and kitchen. There is a set of wooden stairs leading to the second floor balcony-loft area. The second floor consists of a bedroom, full bathroom and study/den, together with open space over the living room, allowing for the cathedral ceiling in the living room. Also on the second floor is a completely enclosed area which the condominium owner may choose to partition and/or finish at a later date. There is appurtenant to each such unit the exclusive right and easement to use the wooden deck immediately adjacent to each such unit and accessible through the sliding glass or atrium door leading from the kitchen to the wooden deck. Further, there is not appurtenant to this unit any right or easement to use Garage #3 designated on the Site Plan by the letters "Gar" followed by the unit number "3", as Garage #3 will be available for such use as the condominium association may determine to be proper, including, but not limited to such uses as storage for yard/driveway maintenance equipment, rental to some unit owner or any other use which the association may determine to be proper.

The model "F" first floor unit design (Unit Number 17) is a two bedroom design condominium, situated on the first floor of building number 9, consisting of a living room, full bathroom, two bedrooms, den/study and kitchen. The set of wooden stairs leading to the basement area designated as basement area number 17 is not a part of this unit, but such stairs are part of the common area but appurtenant to this Unit Number 17 is the exclusive right and easement to use said stairs, basement area # 17 and garage area # 17. In the basement area is a furnace the use of which is appurtenant to Unit Number 17. The entrance stairway/foyer area is not a part of this condominium but is a common area to be utilized by Unit Numbers 17 and 18 as a common entranceway.

The model "G" second floor unit design (Unit Number 18) is a two bedroom design condominium, situated on the second floor of building

number 9, consisting of a living room, full bathroom, two bedrooms, den and kitchen area. Attached to the living room is a large walk-in closet area. Appurtenant to this Unit Number 18 is the exclusive right and easement to use basement area # 18 and garage area # 18. In the basement area is a furnace the use of which is appurtenant to Unit Number 18. The entrance stairway/foyer area is not a part of this condominium but is a common area to be utilized by Unit Numbers 17 and 18 as a common entranceway. Also appurtenant to this Unit Number 18 is the exclusive right and easement to utilize the wooden stairs and deck which lead to the living room of this unit.

The model "H" basement unit design (Unit Number 19) is a two bedroom design condominium, situated in the basement of building number 10, consisting of a living room, full bathroom, two bedrooms, and kitchen area. The portion of the basement floor of building number 10 labelled "basement" is not a part of this condominium unit and Unit Number 19 has no right or easement to utilize the same as this area labelled "basement" shall remain a portion of the condominium common areas and shall be utilized the condominium association deems proper. The hot water heater appurtenant to Unit Number 19 and the water pump/tank appurtenant to Unit Numbers 19, 20 and 21 are situated in the said "basement" area however, and such unit numbers shall have the exclusive right and easement to keep such water heater and pump situated as presently located.

The model "I" first floor unit design (Unit Number 20) is a two bedroom design condominium, situated on the first floor of building number 10, consisting of a living room, full bathroom, two bedrooms, and kitchen area. The portion of the basement floor of building number 10 labelled "basement" is not a part of this condominium unit and Unit Number 20 has no right or easement to utilize the same as this area labelled "basement" shall remain a portion of the condominium common areas and shall be utilized the condominium association deems proper. The hot water heater appurtenant to Unit Number 20 and the washer/dryer hook-ups appurtenant to this Unit Number 20 and the water pump/tank appurtenant to Unit Numbers 19, 20 and 21 are situated in the said "basement" area however, and such unit numbers shall have the exclusive right and easement to keep such water heater and pump (and washer/dryer hookups if applicable) situated as presently located. There is also appurtenant to this Unit Number 20 the exclusive right and easement to use that portion of the wooden deck immediately adjacent to the kitchen and accessible therefrom.

The model "J" first floor unit design (Unit Number 21) is a two bedroom design condominium, situated on the first floor of building number 10, consisting of a living room, full bathroom, two bedrooms, and kitchen area. The portion of the basement floor of building number 10 labelled "basement" is not a part of this condominium unit and Unit Number 21 has no right or easement to utilize the same as this area labelled "basement" shall remain a portion of the condominium common areas and shall be utilized the condominium

association deems proper. The hot water heater appurtenant to Unit Number 21 and the washer/dryer hook-ups appurtenant to this Unit Number 21 and the water pump/tank appurtenant to Unit Numbers 19, 20 and 21 are situated in the said "basement" area however, and such unit numbers shall have the exclusive right and easement to keep such water heater and pump (and washer/dryer hookups if applicable) situated as presently located. There is also appurtenant to this Unit Number 21 the exclusive right and easement to use that portion of the wooden deck immediately adjacent to the kitchen and accessible therefrom.

6. INTEREST OF UNIT OWNER. The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the condominium in the percentages set forth in Schedule "C" attached hereto. The percentage interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the approximate square footage of each unit at the date hereof bears to the aggregate square footage of all units.

7. BOUNDARIES OF UNITS

(a) The Boundaries of the units of the Condominium are as follows:

Floors: The upper surface of the joist on which the floor rests or concrete floor as the case may be.

Walls and Ceilings: As to walls and ceilings the plane of the interior surface of the joists or studs or concrete walls in basements. If any person shall own two or more adjoining units, the owner of said units shall have the right and easement to provide interior access through any adjoining wall, floor or ceiling, provided that such access complies with the buildings and zoning laws of the Town of Belchertown and the owner complies with the procedures set forth in Section 10 hereof and in the By-Laws for creating such access.

Windows and Doors: As to doors, the interior surface thereof; and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

To the extent that the Unit Deed for any unit also conveys the right to use a space in free-standing garage buildings, the use of such space shall be exclusive of all others, bounded as described above and subject to a duty to maintain the space exclusively used.

(b) Each unit includes the ownership of all utility lines, heating and cooling duct work, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each such unit above the floor and outside of the walls thereof.

(c) Each unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

8. 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 the owners of all the other units to use pipes, 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 Trustees or Servants, etc. shall have a right of access to such 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.

9. MODIFICATION OF UNITS. The owner of any unit may not, at any time make any change or modifications of the exterior of said unit or any interior changes that would effect, or in any way modify, the structural or supportive characteristics of the building or its services; however, such owner may at any time and from time to time, change the use and designation of any room or space within such unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Belchertown where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association. Such approval shall not be unreasonably withheld or delayed.

10. RESTRICTIONS OF USE OF UNITS. Each unit is hereby restricted to residential use by the Unit Owner(s) thereof except as permitted by the Board of Trustees under the By-Laws. Each unit shall be permanently occupied by no more than two persons per bedroom as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarants, their successors or assigns, have the right, until all units in The Village Greene Condominiums have been sold by them, to use any unit or common or community area or facility owned by them for models and for sales, construction, storage and administration. The said Declarants, their successors and assigns shall have the further right to let or lease any unit, which has not been sold by them, including any such unit later acquired by them, upon such terms and for such periods as Declarant in its sole discretion shall determine, provided such unit is continually offered for sale by the Declarants.

No industry, business, trade, commercial or professional activities shall be conducted, maintained or permitted on any part of the premises of the Condominium, nor, shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any unit be used or rented for transient, hotel or motel purposes. Notwithstanding the foregoing, the Declarant and the Trustees, or their agents, may place "For Sale" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than One(1) foot by Two(2) feet.

The Trustees, or their designated agent, may retain a pass

key to the premises for use in emergency situations only. No owner shall alter any lock or install a new lock on any door of the premises without the written consent of such Trustee. In case such consent is given, the owner shall provide the Trustees, or their agent, with an additional key pursuant to its right of access to the demised premises.

Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.

Window shades must be maintained by each unit owner of all windows of his or her unit at all times. The color of the portion of said window shades visible from exterior shall conform to standards specified by the Trustees.

No noxious or offensive activity shall be carried on in any Unit or in the Common area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio or similar item on the premises causing disturbance to other owners or occupants.

Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts and all ordinances, rules and regulations of the Town of Belchertown and shall save the Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

Dogs, cats, fish and other animals commonly kept as house pets may be kept in the Unit provided that any such pet must be kept on a leash at all times while present in the common elements and any waste created by any such pets shall be removed from the Common Elements and disposed of by the unit owner. The Board shall have the right to regulate the presence of pets in the condominium in Rules and Regulations adopted by it pursuant to the By-Laws.

Owners shall be held responsible for the actions of their children, tenants and their guest.

No part of the premises, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers, or other vehicles, items or goods. Parking will be provided in designated area.

No part of the premises shall be used for repairing, maintaining or washing any vehicle. Provided further, that any private passenger automobile of any type that is inoperable, and/or unregistered, is prohibited from The Village Greene Condominiums.

The porches, patios and appurtenances thereto are subject to such limitations and conditions as are or may be imposed by the

Trustees of the Association. Provided however, that other than chairs, benches and tables of such number, nature and of such type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, clothing, blankets or other like items are to affixed, placed or stored on said porches, or terraces except with the approval of the Trustees of the Association.

The use of units by all persons authorized to use the same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established by the Trustees.

The Association also reserves the right and easement to enter onto the premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining units, common areas and facilities and to perform any obligations of the Association, respectively, required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

The maintenance, repair and improvement of the exterior portions of the units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Village Greene Condominium as any other common expense.

These restrictions shall be for the benefit of the owners of all of the units and the Trustees of the Condominium Association 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. No owner of a unit shall be liable for any breach of the provisions of this Section 11 except such as may occur during his or her ownership thereof.

12. UNIT APPURTENANCES: Appurtenant to each unit are the following:

A. An easement for the exclusive use of the patios and/or decks to which the sole access is from the unit.

B. The right to use, in common with the owners of other units served thereby, all utility lines and other common facilities located in any of the other units or in the common areas described in Section 9 hereof, and serving that unit. Nothing herein shall be construed to limit the right of any owner of a unit to use other nonexclusive common areas and facilities in accordance with their intended purposes.

C. The right to use parking areas located in the common area, subject to Rules and Regulations of Board of Trustees of the Association and, to the extent that such right is contained in the unit deed for any unit, exclusive right to use a garage space more particularly described therein.

D. Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest, which membership is not assignable nor severable from ownership of such unit.

All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the remaining lawn area, parking area and walkways of the said premises, subject to and

in accordance with restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

13. COMMON AREAS AND FACILITIES. The common areas and facilities of the The Village Greene Condominiums (the "Common Elements") comprise and consist of:

(A.) The land described in paragraph 2 hereof, as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in paragraph 2 hereof and common areas and facilities shown on the Village Greene Condominium Plans annexed hereto;

(B.) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the buildings and of the units therein, comprising the Condominium.

(C.) Installations of central services such as power, lights, telephone, gas, and water.

(D.) All utility lines and other facilities contained within the common areas and/or within any unit except those which exclusively serve individual units and are located within the individual units.

(E.) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefore.

(F.) The patios, decks, yards, lawns gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants.

(G.) The cable television systems, if any, and other facilities thereof.

(H.) The outdoor parking spaces thereof.

(I.) All other parts of the premises not defined as part of the units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) or on the premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the condominium or of all buildings and facilities therein.

(K.) All other items listed as such in said Chapter 183A and located on the land described in paragraph 2 hereof.

14. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other unit or upon a portion of the Common Areas and Facilities, or if any portion of the Common Areas and Facilities, now or hereafter, encroaches upon any unit as a result of the alteration or repair of such buildings or unit, the settling of a building, or a unit therein, as a result of the repair or restoration of a building or unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings. A valid easement for the encroachment and the maintenance of the same shall exist so long as the buildings stand.

15. AMENDMENT OF MASTER DEED. This Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this

instrument or the By-Laws of the Association, by a vote of sixty-six and two thirds (66 2/3%) percent in the interest of the unit owners and written consent of the holders of a majority of the first mortgages on mortgaged units.

If the amendment involves a change in percentage interest of unit owners in the Common Areas and Facilities, such vote change shall require approval by one hundred (100%) percent in interest of the unit owners, in addition to written consent of the holders of all first mortgages on all the mortgaged units.

No amendment shall be effective until recorded with the Hampshire County Registry of Deeds.

16. TERMINATION. The unit owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the unit owners shall be deemed to own the condominium property as tenants in common, with an undivided interest therein in the percentage of undivided interest previously owned by each owner in the common areas and facilities.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

17. MISCELLANEOUS. 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.

Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement 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 through such invalid provision had never been included herein.

Conflicts. This Master Deed is set forth to comply with the requirements of General Laws, Chapter 183A, and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of such statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the unit owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject

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to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. The said unit owner shall, in the event any action be instituted to enforce these restrictions, in addition to the Court order enforcing said restriction, be liable for the legal expenses incurred by the Association.

IN WITNESS WHEREOF, RICHARD F. GREENE and DEBRA A. GREENE have executed this Master Deed as a sealed instrument this 30th day of December, 1986.

Richard F. Greene
RICHARD F. GREENE

Debra A. Greene
DEBRA A. GREENE

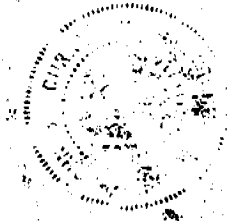
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

December 30, 1986

Then personally appeared the above-named RICHARD F. GREENE and DEBRA A. GREENE and acknowledged the foregoing to be their free act and deed, before me

John B. Curry III
JOHN B. CURRY III
NOTARY PUBLIC
My Commission Expires:
January 2, 1992



Hampshire ss. Feb 30 1987 at 1 o'clock and 54 minutes P. M., Rec'd. ent'd and exam'd with Hampshire Reg. of Deeds, book 2916 Page 109

Attest _____
REGISTRAR