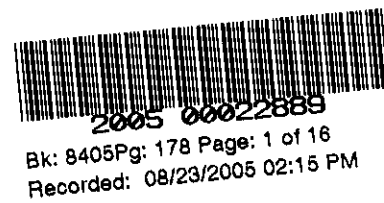


MASTER DEED
Of
HAMPTON EAST CONDOMINIUM
359 Main Street
Easthampton, Massachusetts



The undersigned, **HAMPTON EAST, LLC**, a Massachusetts limited liability company, of 42 Pheasants Crossing, West Springfield, Massachusetts (hereinafter referred to as the "Declarant"), being the sole owner of the land at 359 Main Street, Easthampton, Hampshire County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Name of Condominium and Description of Premises

The name of the Condominium shall be the "**HAMPTON EAST CONDOMINIUM**". The premises which constitute the condominium comprise the land (the "Land") as described in Schedule A attached hereto, and buildings situated at **359 Main Street, Easthampton, Hampshire County, Massachusetts** (collectively, the "Condominium"), as shown as Parcel I on a site plan entitled, "Plan of Land in Easthampton, MA, Scale: 1" =100' ", dated August 18, 2005, by Heritage Surveys, Inc., Registered Professional Land Surveyors ("Site Plan"), and floor plans for Phase I, Building Nos. 1, 2, 9 10 and 12 Hampton East Condominium as shown on said site plan and as more particularly shown on Unit Floor Plans A and B for each Building entitled, "Units 1A & 1B", "Units 2A & 2B", "Units (9A & 9B) & (10A & 10B)" and "Units (11A & 11B) & (12A & 12B)", all plans entitled "Hampton East Condominium - Building Plans Prepared for Hampton East, LL, Scale: 1" =10' ", dated August 18, 2005, by Heritage Surveys, Inc., Registered Professional Land Surveyors , Southampton, Massachusetts ("Unit Floor Plans"), said plans being the Condominium Plans hereafter referred to, all of which are recorded herewith in Book of Plans 206, Pages 107 & 108 .

Phase I of the Condominium consists of twelve (12) units situated in six (6) buildings, designated as "Units 1A & 1B, 2A & 2B, 9A & 9B, 10A & 10B, 11A & 11B, and 12A & 12B", having access by common driveways to Main Street, all shown on the Condominium Plans, which show the layout, location, unit numbers and dimensions of the units, as built.

Declarant intends, and hereby reserves the right, but not the obligation, to create three (3) additional phases, including any part thereof, as shown on the Site Plan hereinbefore mentioned. All improvements intended for any future phase will be substantially completed prior to the addition of the phase in question. Improvements any future phase will be consistent with initial improvements in Phase I in terms of quality of construction.

When and if all phases are completed the Condominium will contain sixty (60) units. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities on and over that portion of the premises shown as subsequent phases on the Condominium Plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the addition of subsequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases.

The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending seven (7) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon and over and to the common areas and facilities of the Condominium (including but not limited to driveways and walkways), for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases already added to the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the right in the creation of subsequent phases (including the right to create subphases within one or more phases), to change the order of such phases; provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.

The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas of the Condominium land for access to and from buildings and parking spaces located on other Phases.

The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building for the purpose of installing cable television lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

The post office address of the Condominium is 359 Main Street, Easthampton, Massachusetts .01027.

2. Description of the Buildings

The Buildings of the Condominium shall be only those designated on the Site Plan to be recorded herewith, or on subsequent revised Site Plans as recorded by the Declarant. At the completion of the Condominium there are to be thirty (30) buildings on the site, each of which shall contain two (2) Condominium Units. When and if all phases are completed the Condominium will contain sixty (60) units, having access to by common driveways to Main

Street, all shown on the Condominium Plans above described and annexed hereto, which show the layout, location, unit numbers and dimensions of the units as built.

A designation of the number of Units in each Building can be found in Schedule B annexed hereto and incorporated herein by reference. Each Building contains two (2) multi-leveled units, with at least a one car garage per unit, some with basements, all constructed principally of wood, with vinyl siding, wood joists, and an asphalt shingle roof.

3. Designation and Description of Units.

The unit designations of each Condominium unit (the "Units"), and a statement of its location, approximate area, number of rooms and its proportionate interest in the common areas and facilities, are set forth on the attached Schedule B, and the location of the same is shown on the Condominium Plans, which plans, including but not limited to the number of rooms, are, to the extent the same is necessary to comply with Massachusetts General Laws, Chapter 183A, Section 8, incorporated herein and made a part hereof.

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

(a) Floors: The plane of the upper surface of the concrete floor slab in the basement of a Unit containing a basement, or the upper surface of the lower floor of a Unit containing no basemen;

(b) Ceilings: The plane of the bottommost surface of the roof joists and other structural members appurtenant to such roof joists;

(c) Interior Building Walls Between Units: The plane of the surface facing such Unit of the concrete wall in the basement level if any, and of the wall studs, furring strips facing such Unit or, where applicable, the surface of the cinder block wall on the first and second floor;

(d) Exterior Building Walls: The plane of the interior surface of the wall studs or furring strips where applicable; and

(e) Pipe Chases or Other Enclosures: To the extent that they are concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure which serve more than one unit are a part of the common areas and facilities.

(f) Doors and Windows: To the extent that they open from a unit are part of the unit from which they open.

(f) Fireplaces and flues located within chimneys, are a part of the Unit served by such fireplace and flue. Any chimneys are a part of the common areas and facilities.

All Structural Portions of the building are part of the common areas and facilities.

4. Description of Common Areas and Facilities.

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

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundation, structural columns, girders, beams, supports, exterior walls, roof, and common walls within the Building.
- (c) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, including all equipment attendant thereto, if any (but not including equipment contained within and servicing a single Unit).
- (d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (e) The yards, lawns, gardens, roads, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters.
- (f) Such additional common areas and facilities as may be defined in Chapter 183A.

5. Floor Plans

Simultaneously with the recording hereof, there has been recorded with the Hampshire County Registry of Deeds a set of floor plans of the Units in each Building consisting of sheets and showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and stating the name of the Buildings, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. The initial Unit Floor Plans are dated August 10, 2005, drawn by Heritage Surveys, Inc., Southampton, Massachusetts.

At the time deeds are conveyed from the Declarant to each Unit Owner, there will be recorded a set of "as-built" floor plans for the Units to be conveyed. From time to time thereafter, as additional Buildings are constructed, the conveyance of the Units in those Buildings is sought by the Declarant, the Declarant will in accordance with the provisions of Massachusetts General Laws Chapter 183A and as required by this document, file additional Unit Floor Plans for each of said Buildings as completed.

6. Interest of Unit Owner

A. The Owner 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 the attached Schedule B, which have been calculated on the basis of the approximate relation that the fair value of the Unit on the date hereof bears to the aggregate fair value of all the units.

B. With respect to Units which will be added to the Condominium upon the addition of subsequent phases, the interest of each Unit in the common areas facilities (and therefore the responsibility of the owner of each Unit for assessments, and the vote appurtenant to each Unit) will be calculated on the basis of the approximate relation that the fair value of the Unit on the date of this Master Deed, and as to each subsequent phase, the date of the amendment adding each such subsequent phase, bears to the aggregate fair value of all the Units. The effective date for the change in the interest in the common areas and facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, in the Registry of Deeds, of the amendment to this Master Deed adding a phase.

Except as hereinbefore reserved by the Declarant for the development of subsequent phases, and except as reserved by the Declarant in Paragraph 13, no part of the common areas, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks or other commercial or recreational vehicles, boats, camper, or trailers, or other items or goods, except noncommercial duly registered operable automobiles belonging to the unit owners and guests. No part of the outside areas shall be used for repairing or maintaining of any vehicle.

7. Common Areas and Facilities

A. The common areas and facilities of the Condominium comprise and consist of (a) the land described in the attached Schedule A, together with the benefit of and subject to the rights and easements referred to in Paragraph 1 hereof, and common areas and facilities shown on the Condominium Plans annexed hereto (including yards) and subject to the right and easement of the Declarant to construct and add the buildings and units and parking space constituting subsequent Phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the building and units and parking spaces constituting such subsequent Phases, including the rights and easements hereunder reserved, and hereafter to submit such Phases by amendment to said Master Deed as provided in this master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and units and parking space in such subsequent Phases, the buildings and units and parking spaces will remain the property of the Declarant and shall not constitute part of the Condominium and subject to the rights of the Declarant set forth in Paragraph 13B; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding, exterior stairs, roofs of the buildings and the carrying common walls between the said Units of the building; (c) all sewer, water and electric lines, chimneys and flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, plumbing, fixtures and kitchen and bathroom cabinets located within said Unit servicing the same exclusively; (d)

all such facilities contained within any Unit which serves parts of the condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; and (f) the master television antenna systems and other facilities thereof, if any there be.

8. Use of Building and Units.

(i) The building and each of the units are intended only for residential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom; provided, however, that any of the units may also be used as an office and/or artist's studio but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws; and

Notwithstanding the foregoing, the residential use is further governed by applicable zoning laws that restrict the use of forty four (44) of the proposed sixty (60) housing units to occupants 55 or older, unless they are attendants or parents of disabled persons. Such restriction shall apply to all Buildings shown on the Site Plan with the exception of Buildings 3, 4, 5, 6, 7, 8, 9 and 18.

(ii) No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

(iii) Notwithstanding the foregoing, until the Declarant or their successors-in-title or their nominees have sold and conveyed all of the units, the Declarant and their successors-in-title or their nominees, may use one or more units for a sales office or model.

9. Encroachments.

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

10. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in

such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

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

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

12. Condominium Unit Owners' Association

The name of the Trust which has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the HAMPTON EAST CONDOMINIUM TRUST under Declaration of Trust of even dated to be recorded simultaneously herewith. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The Trustees have enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

13. Amendment of Master Deed

A. While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units (but only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, 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-seven (67%) percent in interest of the Unit Owners an written consent of at least fifty-one (51%) percent of the holders of the first mortgages on Units (but only if such amendment would materially affect the rights of any mortgagee). Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit or Parking Space easement owned by it.

Pursuant to the provisions of Massachusetts General Laws Chapter 183A as amended by Chapter 87 of the Acts of 1987, any amendment involving a change in the percentage of undivided interest of each unit Owner in the common areas and facilities as set forth in this Master Deed shall, subject to the provisions of Section 15, require the assent of all Unit Owners whose percentage of the undivided interest is affected by such change.

B. Notwithstanding any of the provisions herein (including Section A of this paragraph) or of Chapter 183A, the Declarant, its successors and assigns reserve the right to construct and add to the Condominium such additional buildings, Units and parking spaces (or any lesser part thereof) as provided for herein, and after such additions are substantially completed to amend this Master Deed creating subsequent Phases (including any subphase) as hereinbefore described, and each unit Owner, his successor, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed, irrevocable appoint the declarant, his successors, assigns, and mortgagees as his attorney to execute acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of (i) seven (7) years from the date of recording of this Master Deed, (ii) the recording of an instrument with the Registry of Deed executed by the Declarant terminating Declarant's right to add such additional phase or phases; or (iii) the recording of the amendment adding the last Phase (or subphase in the last Phase) by which all units to which the Declarant is entitled will thereupon have been added to the Condominium. The documents which will be recorded to add each phase will be the amendments to this Master Deed made under the provisions of this Subsection B of this Section 13, and an "as built" plan of the Units which are part of the phase being added.

C. No amendment to this Master Deed shall be effective until recorded in the Registry of Deeds .

D. Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees of the Condominium Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any lender, or to correct

typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

14. Sale, Rental and Mortgaging of Units.

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

15. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and Bylaws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to 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 taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of:
(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit; or

(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 of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

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

(g) To the extent permitted by law, all taxes, assessments and charges which may become liens prior to a 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;

(h) 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 an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a 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;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustees 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 the Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust at all reasonable times;

(iii) Receive (at its own expense, if the condominium contains less than 50 units) 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) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional 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;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

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

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

16. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

17. Waiver.

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

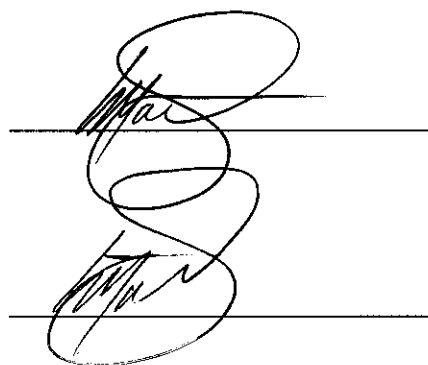
18. Captions.

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

19. Conflicts.

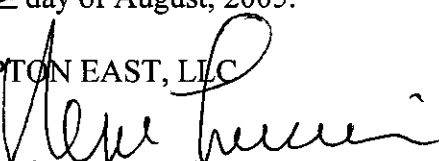
Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

WITNESS the execution hereof, under seal, this nd 22 day of August, 2005.



HAMPTON EAST, LLC

By:



Rene Lucier, its Manager,
duly authorized

By:

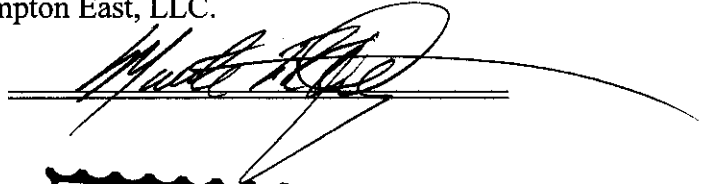
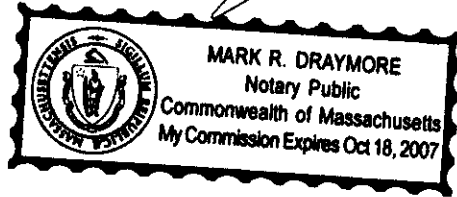


A. Gail Lucier, its Manager,
duly authorized

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 2 day of August, 2005 before me, the undersigned notary public, personally appeared Rene Lucier and A. Gail Lucier, proved to me through satisfactory evidence of identification, and acknowledged to me that they signed it voluntarily for its stated purpose as duly authorized Managers of Hampton East, LLC.

A handwritten signature in black ink, appearing to read "Mark R. Draymore", is written over a horizontal line. The signature is fluid and cursive.

SCHEDULE "A"
To Master Deed
HAMPTON EAST CONDOMINIUM

Incorporated by reference into and made a part of the Master Deed of Hampton East Condominium, **359 Main Street, Easthampton, Hampshire County, Massachusetts.**

DESCRIPTION OF LAND:

The premises which constitute the Condominium consists of the following described land in Easthampton, Hampshire County, Massachusetts, together with the buildings thereon, bounded and described as follows:

A certain parcel of land with the buildings thereon known as and numbered 359 Main Street, Easthampton, Hampshire County, Massachusetts shown as "PARCEL 1 AREA = 45.86 ACRES (TOTAL)" on a Plan of Land in Easthampton, Massachusetts surveyed for Hampton East, LLC, dated August 18, 2005, by Heritage Surveys, Inc. recorded with the Hampshire County Registry of Deeds in Book 206, Page 107 (hereinafter "the Site Plan").

Together with benefits and burdens in Utility and Access Easement Agreement by and between Hampton East, LLC and Main Street Commons Condominium Trust dated May 17, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8302, Page 1.

Together with benefits and burdens of a certain 25' wide Utility and Emergency Access Easement as set forth in a deed to the Lucier Family Trust dated August 22, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8405, Page 173.

Subject to Right of Way as set forth in a certain deed dated May 4, 1869 and recorded with the Hampshire County Registry of Deeds in Book 261, Page 333, and in instrument recorded in Book 669, Pages 30 and 31, as shown on said Site Plan, insofar as same may be in force and applicable.

Subject to easement rights granted to Tennessee Gas Pipeline Company as successor in interest to Northeastern Gas Transmission Company as set forth in instrument dated July 20, 1951 and recorded with the Hampshire County Registry of Deeds in Book 1098, Page 101, as amended by instrument dated June 22, 1989 and recorded in Book 3406, Page 179 and as shown on said Site Plan.

Subject to Underground Sewer Line Easement as set forth in instrument dated September 28, 1988 and recorded with the Hampshire County Registry of Deeds in Book 3264, Page 154 and as set forth in instrument dated February 7, 1991 and recorded in Book 3680, Page 248, and as shown on said Site Plan.

Subject to Storm Drainage Easement as set forth in instrument dated February 7, 1991 and recorded with the Hampshire County Registry of Deeds in Book 3680, Page 248 at page 250, and as shown on said Site Plan.

Subject to sewer line easement as set forth in instrument dated September 28, 1988 and recorded with the Hampshire County Registry of Deeds in Book 3444, Page 256, if applicable.

Subject to easement rights granted to Western Massachusetts Electric Company as set forth in instrument dated July 21, 1987 and recorded with the Hampshire County Registry of Deeds in Book 3029, Page 31, to the extent applicable.

Subject to Order of Conditions issued by the Easthampton Conservation Commission dated November 29, 2004 and recorded with the Hampshire County Registry of Deeds in Book 8081, Page 212.

Subject to easement rights granted to Western Massachusetts Electric Company and Verizon New England, Inc. as set forth in instrument dated May 26, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8302, Page 8.

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

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

For title reference, see deed of Arline B. Schaeffer, individually and as Trustee of the VIP Really Trust dated December 1, 2004 and recorded with the Hampshire County Registry of Deeds in Book 8096, Page 216.

SCHEDULE "B"
To Master Deed
HAMPTON EAST CONDOMINIUM

Incorporated by reference into and made a part of the Master Deed of Hampton East Condominium, 359 Main Street, Easthampton, Hampshire County, Massachusetts.

Phase I of the Condominium consists of twelve (12) units situated in six (6) buildings, designated as "Units 1A & 1B, 2A & 2B, 9A & 9B, 10A & 10B, 11A & 11B, and 12A & 12B". Each Unit consists of the number of stories, approximate area, type and number of rooms as set forth in the Unit Floor Plans recorded simultaneously herewith and incorporated herein by reference, and as conveyed with the proportionate interest in the Common Areas and Facilities of the Condominium as set forth below:

<u>UNIT DESIGNATION</u>	<u>APPRX. SQ. FT. *</u>	<u>UNDIVIDED INTEREST IN COMMON AREAS (Phase I)</u>
<u>BUILDING 1</u>		
Unit 1A	3,788	.0857%
Unit 1B	3,896	.1001%
<u>BUILDING 2</u>		
Unit 2A	2,924	.0840%
Unit 2B	2,856	.0840%
<u>BUILDING 9</u>		
Unit 9A	2,840	.0840%
Unit 9B	2,987	.0840%
<u>BUILDING 10</u>		
Unit 10A	2,088	.0695%
Unit 10B	2,093	.0695%
<u>BUILDING 11</u>		
Unit 11A	3,961	.1001%
Unit 11B	4,062	.1001%
<u>BUILDING 12</u>		
Unit 12A	2,110	.0695%
Unit 12B	2,105	.0695%
TOTAL UNDIVIDED INTEREST IN COMMON AREAS... ..		<u>1.000%</u>

*(aggregate square footage of each Unit as shown on Unit Floor Plans, inclusive of garages, basements, covered porches and unfinished unit areas).

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



FIRST AMENDMENT TO THE MASTER DEED
(PHASE II OF HAMPTON EAST CONDOMINIUM)

359 Main Street
Easthampton, Massachusetts

WHEREAS, the undersigned, **HAMPTON EAST, LLC**, a Massachusetts limited liability company, with a mailing address of 42 Pheasants Crossing, West Springfield, Massachusetts (hereinafter sometimes referred to as "the Declarant"); and

WHEREAS, HAMPTON EAST, LLC has been granted the rights to construct and develop additional phases of the Hampton East Condominium (the "Condominium"), a Condominium created by Master Deed dated August 22, 2005 and recorded with the Hampshire County Registry of Deeds (the "Registry") in Book 8405, Page 178 (the "Master Deed"), pursuant to the powers reserved in Sections 1 and 13(B) of the Master Deed; and

WHEREAS, HAMPTON EAST, LLC has completed the construction of Buildings Nos. 3, 4, 5, 6, 7 and 8 in Phase II of the Condominium, consisting of a total of twelve (12) additional units; and

WHEREAS, HAMPTON EAST, LLC desires to add the said buildings and units to the Condominium and submit the same to the condominium form of ownership, the provisions of the said Master Deed, and Massachusetts General Laws Chapter 183 A, as amended, pursuant to the terms and provisions of said Master Deed.

NOW, THEREFORE, HAMPTON EAST, LLC, as holder of the rights to construct and develop the Condominium, and as attorney-in-fact for any and all Unit Owners at the said Condominium as provided in the Master Deed, hereby amends the Master Deed in accordance with said subsection B of Section 13 and other provisions of the Master Deed as follows:

1. The Condominium shall now consist of Two (2) Phases (I and II) with Twenty-Four (24) units in Twelve (12) Buildings. The location and depiction of the Phases, with the Buildings and Units located therein, are shown on the Site Plan recorded in the Registry in Book of Plans 206, Page 107,* and Unit Floor Plans of the Condominium in Phase I recorded as aforesaid in Book of Plans 206, Page 108, including, without limitation, as to the Phase II Buildings, on the Unit Floor Plans recorded herewith in Book of Plans 207, Page 46. The Unit Floor Plans for Phases I and II being the Condominium Plans hereafter collectively referred to as the "Unit Floor Plans"..
*** AS REVISED IN BOOK OF PLANS 207, PAGE 45;**
2. The Phase I Buildings are as described in the said Master Deed.

3. The Phase II Buildings are described as follows:

Phase II of the Condominium consists of twelve (12) units situated in six (6) buildings, designated as "Units 3A & 3B, 4A & 4B, 5A & 5B, 6A & 6B, 7A & 7B, and 8A & 8B", having access by common driveways to Main Street, all shown on the Condominium Plans, which show the layout, location, unit numbers and dimensions of the units, as built.

4. Schedule B attached hereto, together with the above-described Site Plan and Unit Floor Plans, describe and show the locations, designations, approximate areas, percentage interests, number of rooms and immediately accessible common areas for the twenty-four (24) units in the Phase I and II Buildings, as well as the percentage interests for all of the Units now comprising the Condominium.

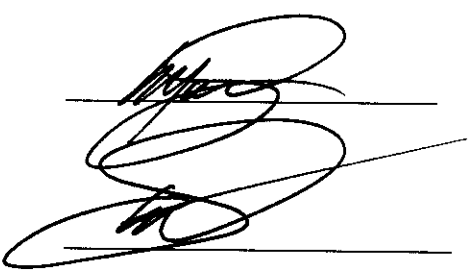
5. The Boundaries of the Units in the Phase I and II Buildings are as set forth in the said Master Deed.

6. The Appurtenances to the Units in the Phase I and II Buildings are as set forth in the said Master Deed.

7. A Description of the common areas and facilities with respect to Phases I and II are set forth in the said Master Deed, with the common land of the Condominium being described in Schedule A attached thereto and being shown on the Site Plan recorded as aforesaid.

8. Except as set forth herein, all other provisions of the Master Deed shall remain in full force and effect.

WITNESS the execution hereof, under seal, this 14th day of ~~September~~ OCTOBER, 2005.



HAMPTON EAST, LLC

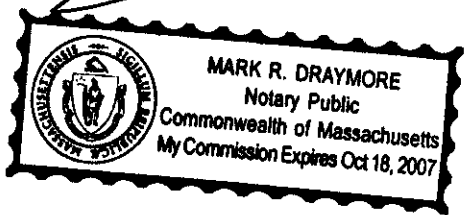
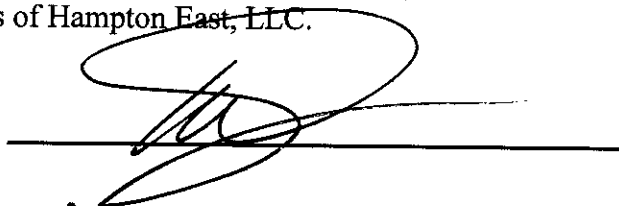
By: Rene Lucier
Rene Lucier, its Manager,
duly authorized

By: A. Gail Lucier
A. Gail Lucier, its Manager,
duly authorized

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

On this 17th day of October, 2005 before me, the undersigned notary public, personally appeared Rene Lucier and A. Gail Lucier, proved to me through satisfactory evidence of identification, and acknowledged to me that they signed it voluntarily for its stated purpose as duly authorized Managers of Hampton East, LLC.



SCHEDULE "B"
To Master Deed
HAMPTON EAST CONDOMINIUM

Incorporated by reference into and made a part of the Master Deed of Hampton East Condominium, 359 Main Street, Easthampton, Hampshire County, Massachusetts.

Phases I and II of the Condominium consists of twenty-four (24) units situated in twelve (12) buildings, designated as "Units A B" in each Building. Each Unit consists of the number of stories, approximate area, type and number of rooms as set forth in the Unit Floor Plans recorded simultaneously herewith and incorporated herein by reference, and as conveyed with the proportionate interest in the Common Areas and Facilities of the Condominium as set forth below:

<u>UNIT DESIGNATION</u>	<u>APPRX. SQ. FT.*</u>	<u>UNIDIVIDED INTEREST IN COMMON AREAS (Phase I)</u>
<u>BUILDING 1 (Phase I)</u>		
Unit 1A	3,788	.0442
Unit 1B	3,896	.0517
<u>BUILDING 2 (Phase I)</u>		
Unit 2A	2,924	.0435
Unit 2B	2,856	.0435
<u>BUILDING 3 (Phase II)</u>		
Unit 3A	3,044	.0435
Unit 3B	3,017	.0435
<u>BUILDING 4 (Phase II)</u>		
Unit 4A	3,031	.0435
Unit 4B	3,031	.0435
<u>BUILDING 5 (Phase II)</u>		
Unit 5A	3,007	.0435
Unit 5B	3,001	.0435

BUILDING 6 (Phase II)

Unit 6A	2,273	.0417
Unit 6B	1,968	.0360

BUILDING 7 (Phase II)

Unit 7A	1,983	.0360
Unit 7B	1,961	.0360

BUILDING 8 (Phase II)

Unit 8A	1,979	.0360
Unit 8B	2,088	.0360

BUILDING 9 (Phase I)

Unit 9A	2,840	.0435
Unit 9B	2,987	.0435

BUILDING 10 (Phase I)

Unit 10A	2,088	.0360
Unit 10B	2,093	.0360

BUILDING 11 (Phase I)

Unit 11A	3,961	.0517
Unit 11B	4,062	.0517

BUILDING 12 (Phase I)

Unit 12A	2,110	.0360
Unit 12B	2,105	.0360

TOTAL UNDIVIDED INTEREST IN COMMON AREAS.....1.000

*(aggregate square footage of each Unit as shown on Unit Floor Plans, inclusive of garages, basements, covered porches and unfinished unit areas).