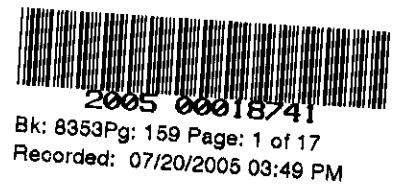


Hampshire County - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 4/17/2014 10:44:24 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
18741	MASTER DEED		08353/159	07/20/2005	
Property-Street Address and/or Description					
PALLEY VILLAGE PL PALLEY VILLAGE					
Grantors					
PALLEY GORDON, PALLEY VILLAGE CONDOMINIUM					
Grantees					
MASTER DEED					
References-Book/Pg Description Recorded Year					
Registered Land Certificate(s)-Cert# Book/Pg					



MASTER DEED

This MASTER DEED of PALLEY VILLAGE CONDOMINIUM made this 28th day of June, 2005.

WITNESSETH THAT:

GORDON PALLEY, hereinafter called the DECLARANT and being the sole owner of the land together with the buildings thereon located on Lots 1, 2, 7 and 8 in Amherst, Hampshire County, Massachusetts and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this MASTER DEED, does hereby submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the PREMISES), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the PREMISES, a Condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end, the DECLARANT hereby declares and provides as follows:

1. The name of the Condominium shall be PALLEY VILLAGE CONDOMINIUM.
2. The premises which constitute the Condominium consist of the land, together with the buildings thereon, located at Palley Village Place, Amherst, Hampshire County, Massachusetts, and being more particularly described on said Exhibit "A" attached hereto and made a part hereof and being more particularly shown as Lots 1, 2, 7 and 8 on a plan of land entitled, "Palley Village 'Definitive Subdivision Plan' Plan of Land in Amherst, Massachusetts prepared for Alandev, LLC", Scale 1" = 40' dated May 24, 2004, Harold L. Eaton and Associates, Inc., Registered Professional Land Surveyors, 235 Russell Street, Hadley, Massachusetts, said plan is recorded in the Hampshire County Registry of Deeds at Plan Book 203, Page 28.

3. The Condominium consists of a total of eight (8) units located in four buildings located within the perimeter description of said Lots 1, 2, 7 and 8 as described on Exhibit "A" herein before mentioned.

The said buildings of the Condominium as located on the Lots as well as the immediate accessible common areas thereto are more particularly shown on the site plan which is attached hereto and made a part hereof as Exhibit "B".

The buildings on Lots 1 & 2, which comprise the condominium are two stories high and the buildings on Lots 7 & 8 which comprise the condominium are one story high, and all the buildings have full basements, poured concrete foundations, are of wood frame construction, vinyl siding and have fiberglass roof shingles.

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

DESCRIPTION OF THE UNITS:

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

- (a) Floors: The upper surface of the concrete of the basement.
- (b) Ceilings: The plane of the lower surface of the ceiling joists on the second floor.
- (c) Interior Party Walls: The plane of the interior surface of the wall studs except as to concrete foundation walls and other masonry walls in which case the boundary shall consist of the plane of the interior surface of said walls.

3. The Condominium consists of a total of eight (8) units located in four buildings located within the perimeter description of said Lots 1, 2, 7 and 8 as described on Exhibit "A" herein before mentioned.

The said buildings of the Condominium as located on the Lots as well as the immediate accessible common areas thereto are more particularly shown on the 12 page set of plans recorded in said Registry, Plan Book 206, Page 42.

The buildings on Lots 1 & 2, which comprise the condominium are two stories high and the buildings on Lots 7 & 8 which comprise the condominium are one story high, and all the buildings have full basements, poured concrete foundations, are of wood frame construction, vinyl siding and have fiberglass roof shingles.

4. The Condominium Units and the Buildings in which they are located, the designations, locations, approximate area, number of rooms, immediate accessible common areas and other descriptive specifications thereof are set forth on the aforementioned plans recorded in said Registry at Plan Book 206, Page 42. Said plans depict a plan view of the interior of each of the Condominium Unit.

DESCRIPTION OF THE UNITS:

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

- (a) Floors: The upper surface of the concrete of the basement.
- (b) Ceilings: The plane of the lower surface of the ceiling joists on the second floor.
- (c) Interior Party Walls: The plane of the interior surface of the wall studs except as to concrete foundation walls and other masonry walls in which case the boundary shall consist of the plane of the interior surface of said walls.

2 a.

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

5. The common areas and facilities of PALLEY VILLAGE CONDOMINIUM comprise and consist of (a) the land described in Exhibit "A" together with the benefit of and subject to the easements, rights of way, agreements and mortgages of record, (b) the foundations, structural columns girders, beams, joists, supports, exterior walls and roofs of the Buildings, and the party walls between the Units within the Buildings, (c) the walkways, parking areas, vehicular accesses and other areas surrounding the Units, (d) all conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which facilities are contained, (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, bulkheads (if any), railings, steps, lighting fixtures and planters, all as shown on the exhibits attached hereto and made a part hereof.

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

Unit 6 -	9 %
Unit 8 -	9 %

Unit 10-	16 %
Unit 12-	16 %
Unit 35-	16 %
Unit 37-	16 %
Unit 40-	9 %
Unit 42-	9 %

Each Unit includes the ownership of all utility lines, heating, plumbing, electrical and other apparatus and other equipment which exclusively serve and are located within the individual Unit and the basement thereto. It shall be the sole responsibility of such Unit Owner to maintain and repair all mechanicals serving in the Condominium Unit and to replace same when necessary.

The owners of each Unit may be granted the exclusive use of parking spaces, decks, patios, and yard areas appurtenant to their Condominium Unit as the same may be designated in the Condominium Unit Deed.

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

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

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

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

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

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

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

(1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;

(2) No Unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes.

(3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this MASTER DEED, the Condominium Trust, and the rules and regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said MASTER DEED, Condominium Trust, and/or said rules and regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (7) and (8) of the MASTER DEED;

(4) No outside occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustee(s) of the Condominium Trust;

(5) The provisions of the within Paragraph (C) (3) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable laws.

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

(a) Lease any Units or parking spaces owned by the DECLARANT;

(b) Use any Units owned by the DECLARANT as models for display for purposes of selling or leasing of Units or for other lawful purposes.

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

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

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

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

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

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

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

Gordon Palley
136 Harkness Road
Pelham, MA 01002

Paul Zahradnik
245 Russell Street
Hadley, MA 01035

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

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

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

(B) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

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

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

(E) No instrument of amendment which alters this MASTER DEED in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

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

(G) The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustee(s) of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustee(s) and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustee(s) may designate any one such Owner for such purposes.

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

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

provisions of (1) this MASTER DEED, (2) the Unit Deed, if any, conveying said Unit, (3) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the land are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this MASTER DEED, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

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

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

Each Unit Owner shall have an easement in common with the antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and servicing his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustee(s) of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom

and to maintain, repair or replace the Common Elements contained therein or elsewhere in all such buildings.

13. Encroachments. If any portion of the common areas and facilities of the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustee(s), or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such building shall stand.

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

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

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

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

(ii) Change the pro rata interest or obligation of any individual Unit for the purpose of: (a) levying assessment or charges or allocating distributions of hazard insurance proceeds or

condemnation awards, or (b) determine the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

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

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

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

(D) That in no case shall any provision of the MASTER DEED or the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of distribution to such Unit Owner of Insurance proceeds

or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

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

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

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

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

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

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

(F) That no agreement for professional management of the Condominium or any other contract with DECLARANT may exceed a term of five (5) years, renewable by agreement by the parties for successive one (1) year periods, and that any such agreement shall provide for

termination by either party without cause and without payment of a termination fee on thirty (30) days' or less written notice.

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

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

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

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

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


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

17. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this MASTER DEED nor the intent of any provisions hereof.

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

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

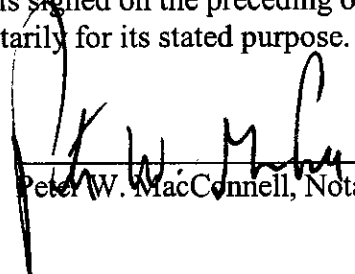
IN WITNESS WHEREOF, the said Gordon Palley has caused these presents to be executed on the day and date first above written.


Gordon Palley

COMMONWEALTH OF MASSACHUSETTS

Hampshire:

On this 28th day of June, 2005, before me, the undersigned notary public, personally appeared Gordon Palley, proved to me through satisfactory evidence of identification, which was that he was personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Peter W. MacConnell, Notary Public

Commission Expires: December 19, 2008

EXHIBIT "A"

The land shown as lots 1, 2, 7 and 8 on a plan of land entitled "Palley Village' 'Definitive Subdivision Plan' Plan of Land in Amherst, Massachusetts prepared for Alandev, LLC", Scale 1" = 40' dated May 24, 2004, Harold L. Eaton and Associates, Inc., Registered Professional Land Surveyors, 235 Russell Street, Hadley, Massachusetts, said plan is recorded in the Hampshire County Registry of Deeds at Plan Book 203, Page 28, which parcels are more particularly bounded and described as follows:

Lot 1:

Beginning at an iron pin to be set in the southwesterly corner of the herein described premises, said iron pin is set in the easterly sideline of Palley Village Place; thence N 05° 13' 36" W a distance of 35.57 feet to a granite bound to be set; thence along the arc of a curve to the right, having a radius of 400.00 feet a distance of 56.87 feet to a granite bound to be set; thence along the arc of a curve to the right having a radius of 20.00 a distance of 31.72 feet to a granite bound to be set; the last three courses being along the easterly sideline of Palley Village Place; thence S 86° 12' 36" E a distance of 53.04 feet to a found stone bound; thence S 79° 56' 11" E a distance of 167.91 feet to an iron pin to be set, the last two courses being along the southerly sideline of Old Belchertown Road; thence S 10° 48' 55" W along open space as shown on said plan a distance of 82.18 feet to an iron pin to be set; thence N 89° 22' 34" W along Lot 2 as shown on said plan a distance of 219.76 feet to the iron pin to be set at the place of beginning. Containing 23,036 square feet of land, more or less.

Lot 2

Beginning at an iron pin to be set in the southwesterly corner of the herein described premises, said iron pin to be set being set in the easterly sideline of Palley Village Place; thence N 05° 73' 36" W along the easterly sideline of Palley Village Place a distance of 101.25 feet to an iron pin to be set; thence S 89° 22' 34" E along Lot 1 as shown on said plan a distance of 219.76 feet to an iron pin to be set; thence S 10° 48' 55" W along open space as shown on said plan a distance of 112.99 feet to an iron pin to be set; thence N 86° 12' 36" W along Lot 3 as shown on said plan a distance of 189.74 feet to the iron pin to be set at the place of beginning. Containing 21,706 square feet of land, more or less.

Lot 7

Beginning at an iron pin to be set et in the southwesterly corner of the herein described premises; thence N 05° 24' 48" W a distance of 210.00 feet to an iron pin to be set; thence N 84° 58' 15" E a distance of 88.57 feet to an iron pin to be set in the cul-de-sac of Palley Village Place; thence along the arc of a curve to the left having a radius of 66.00 feet a distance of 100.00 feet along the Palley Village Place cul-de-sac to an iron pin to be set; thence S 12° 22' 33" E a distance of 63.56 feet to an iron pin to be set; thence S 39° 23' 32" W a distance of 162.18 feet to an iron pin to be set; thence N 89° 29' 16" W a distance of 64.72 feet to the iron pin to be set at the place of beginning. Containing 28,620 square feet of land, more or less.

Subject to a drainage easement as shown on said plan.

Lot 8

Beginning at an iron pin to be set marking the southwesterly corner of the herein described premises; thence N 05° 22' 21" W a distance of 194.31 feet to an iron pin to be set; thence N 82° 16' 15" E a distance of 81.47 feet to an iron pin to be set; thence S 31° 34' 13" E along Lot 9 as shown on said plan a distance of 136.89 feet to an iron pin to be set in the northwesterly sideline of Palley Village Place; thence S 48° 49' 43" W a distance of 37.95 feet to a granite bound to be set; thence on the arc of a curve to the left, having a radius of 66.00 feet a distance of 62.04 feet to an iron pin to be set, the last two courses being along Palley Village Place; thence S 84° 58' 15" W a distance of 83.65 feet to the iron pin to be set at the place of beginning. Containing 21,243 square feet, more or less.

SUBJECT TO Easement from Gordon Palley, et als to Western Massachusetts Electric Company and Verizon New England, Inc., dated November 4, 2004 and recorded in the Hampshire County Registry of Deeds in Book 8097, Page 216.

SUBJECT TO Easement and Right of Way from Gordon Palley to Comcast of Massachusetts/Virginia, Inc., dated July 20, 2005 and recorded in the Hampshire County Registry of Deeds just prior hereto.

SUBJECT TO The Affordable Housing Restriction dated June 11, 2003 and recorded in the Hampshire County Registry of Deeds in Book 7257, Page 163.

Being a portion of the premises conveyed to Gordon Palley by deed of T/P Realty Trust, Inc. dated March 23, 1987 and recorded in the Hampshire County Registry of Deeds in Book 2936, Page 152.

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