

RETURN TO:
Bacon Wilson P.C.
33 State Street
Springfield, MA 01103



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BEAR HILL ESTATES SENIOR CONDOMINIUM

Amendment and Restatement of Master Deed and Declaration of Condominium Documents

1. INTRODUCTORY INFORMATION:

- (a) Name and Address of the Declarant or Sponsor

Bridge Road, LLC
P.O. Box 1203
Westfield, MA 01086

- (b) Name and Address and Type of 55 and Older Condominium Community

Bear Hill Estates Senior Condominium
Bridge Road
Northampton, MA 01060

Bear Hill Estates Senior Condominium is a Condominium.

Initial capitalized terms not defined herein are defined in the Declaration, attached hereto as Exhibit "A" and made a part hereof.

2. DESCRIPTION OF THE RESIDENTIAL CONDOMINIUM:

(a) Bear Hill Estates Senior Condominium lies on a parcel of land of approximately 24.543 acres located on the north side of Bridge Road, Northampton, Hampshire County, Massachusetts. The 55 and Older Condominium Community is in a URA Zoning District in Northampton, Massachusetts. The 55 and Older Condominium Community will consist of two (2) existing homes which will be exempt from the 55 and Older restrictions which are currently on the property and two (2) new proposed homes which will be exempt from the 55 and Older provisions which will be built by current owner, Edwin Warner, or his successors and assigns. The said Edwin Warner shall retain ownership of the two (2) existing houses on the land and will be given exclusive rights to use a portion of the common areas as shown on the plan in connection with the two (2) houses retained and the right to build two additional buildings. Throughout the course of this documentation, the areas retained by the said Edwin Warner, or his successors and/or assigns shall be referred to as "Warner-Exclusive Use Areas" and may be designated as A, B, C and/or D (as distinguished from other Exclusive Use Areas, insofar as they apply to other units within the condominium). The two existing houses contain a total of 5248 square feet of living space and the two (2) new houses to be constructed by Edwin Warner or his successors and assigns will contain approximately 1600 square feet of living space for each unit. There shall be forty-two (42) additional residential housing structures built. The forty-two (42) additional units will be single family units and be of seven (7) general types being Unit Type A and Units Type A-R each - with 1,600 square feet of first floor space and 820 square feet of second floor loft space for a potential total of 2,420 square feet of living space; Unit type B and Unit Type B-R each - with 1,500 square feet of first floor and 490 square feet of second floor loft space for a potential total of 1,990 square feet of living space; Unit Type C and Unit Type C-R each - with a 1,500 square feet of first floor and 420 square feet of second floor loft space for a potential total of 1,920 square feet of living space, and Unit Type D - with 1,600 feet of first floor and 420 square feet of loft space for a potential of 2,020 square feet of living space. Some of the unit types will have walkout basements and other units will not. The

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LOCUS - Bridge Road, Northampton, MA

Units within the Condominium are intended to be occupied primarily by persons 55 years of age or older as discussed in Paragraph 13. Other use and occupancy restrictions will apply as required under special permit and site plan approval by the City of Northampton. See paragraph 13 for more details on these use restrictions. Common Element improvements shall include roadways, walking paths, sledding hill, soccer field, and detention basins. In addition, off-site Common Element improvements shall include an extension to sanitary sewer mains and water mains running from Bridge Road as more particularly shown in the Plans.

(b) Each Unit will consist of a single family dwelling. The project buildings will be constructed of wood frame, and architectural grade shingle roofs. Units will be of seven (7) general types being Type A, Type A-R, Type B, Type B-R, Type C, type C-R an Type D. Attached hereto as Exhibit "C" are the plans for each of the types of Units and a listing of the materials which will be used to construct said Units. The Declarant reserves the right to substitute material of a different nature provided the same are of equal or better quality. Each Unit will be served with separate water, sewer, gas, electric, telephone and Cable TV. Each Unit will be heated by gas fired hot air furnace and gas hot water heater.

(c) The Declarant anticipates, but can not assure, that construction of the Units shall begin on or before the Summer of 2006.

3. NUMBER OF UNITS:

The Condominium as described in the attached Declaration, when declared will contain up to forty-six (46) Units.

4. DOCUMENTS:

The following documents are attached to this Public Offering Statement and incorporated by reference:

(a) Declaration. The Declaration is attached hereto as Exhibit "A". The legal Description and Encumbrances, Table of Interests, Plans and Survey are attached to the Declaration.

(b) By-laws. The By-laws of Bear Hill Estates Senior Condominium Association are attached hereto as Exhibits B-1.

(c) Rules: The Rules of Bear Hill Estates Senior Condominium Association are attached hereto as Exhibit "C". These are the initial Rules of the Association to be adopted at the organization meeting of the Association.

(d) Deed. The general form of deed is to be delivered to a Unit purchase is attached hereto as Exhibit "D". It will be executed by the Declarant and dated as of the date of the closing. It will contain the designated Unit number appearing on the purchaser's sales contract.

(e) Contracts and leases to be signed by the purchaser at closing. There are no leases or contracts to be executed by the purchaser of a Unit at closing.

(f) Contracts or leases that will or may be subject to cancellation by the Association:

Management Contract. The Declarant intends to cause Bear Hill Estates Senior Condominium Association to enter into a management contract with a professional management company to provide management services to the Condominium at some time after construction has been substantially completed. That company may be related or affiliated with the Declarant. The management agreement will be for a period of not more than three (3) years and during the term of the contract, the manager will perform such duties as collection of common charges, enforcement of the rules and maintenance and repair of the Common Elements of the Condominium. The purchaser should be aware that, despite the fact that a management contract may not be in effect on the date on which the purchaser was provided this Public Offering Statement or the date on which the purchaser purchased its Unit; the Association may at some later time enter into such a management contract, all in accordance with the terms of the Declaration and the Bylaws.

(g) Other Contracts. The Declarant may enter into contracts with providers of healthcare, food services, emergency communication services, transportation and recreation services, personal care services, cleaning services, garbage collection, grounds keeping, snow plowing, maintenance and fuel delivery.

5. PROJECTED BUDGET FOR THE ASSOCIATION:

The projected budget for one year after the first conveyance of a "New" Unit to a purchaser, based on the assumption that 46 Units are occupied for all or most of the budget year, will be provided once two (2) units other than Units B and D have been constructed.

If the Declarant and Edwin Warner exercise their Development Rights to change the number of Units, the projected budget will be revised to reflect such change.

All project budgets were prepared by the Declarant.

All budgets are based on 100% occupancy rate and the estimates are in current year 2007 dollars unadjusted for possible inflation.

6. SERVICES NOT REFLECTED IN THE BUDGET:

The Declarant is not providing any services or paying any expenses with regard to the Condominium as described in the Declaration that it anticipates to be Common Expenses of the Association at any subsequent time. However, the Declarant is paying the expenses attributable to the real property prior to the Declaration of the Condominium. Once the Condominium has been declared, the expenses of the real estate will be the liability of the Unit Owners and the Condominium Association.

7. INITIAL OR SPECIAL FEES:

The Declarant will collect from each Unit purchaser, at closing, a working capital contribution in an amount equal to two (2) months' Common Expense assessments pursuant to the initial budget. This fund will be held in an account by the Association to capitalize the operating funds of the Association. This shall not apply to units on Warner-Exclusive Use Areas A, B, C and D.

8. LIENS, DEFECTS OR ENCUMBRANCES:

Title to the Property and each Unit therein is subject to the following:

(a) Any restrictions and limitations now or hereafter imposed on the unit by any governmental authority, including, but not limited to, the building, zoning and land use rules and regulations of the City of Northampton, Massachusetts and other ordinance or other public or private law.

(b) The terms, conditions, agreements, covenants, restrictions, obligations, reservation and easements contained or referenced in the Declaration, as they may be further amended and supplemented from time to time.

(c) Taxes due to the City of Northampton, Massachusetts, including any reassessment or reallocation from the creation of the Condominium, fire district taxes, sewer assessments and any other municipal taxes or assessments, which become due and payable after the date of the delivery of the Unit deed.

(d) The right of the Declarant to grant or retain easements over the Condominium for the benefit of land within the Condominium.

(e) Special Permit from the City of Northampton Planning Board dated April 7, 2005, and recorded April 27, 2006, in Book 8694 at Page 219 of the Hampshire County Registry of Deeds.

(f) Notes and other matters shown on the site plan approved by the City of Northampton Planning Board for the Condominium.

(g) All rights granted to Edwin Warner, his heirs, successors and assigns in connection with the existing houses on the land, and the exclusive rights to use a portion of the common areas to build two additional buildings.

9. FINANCING OFFERED OR ARRANGED BY DECLARANT:

The Declarant is not offering any financing to Unit purchasers. The Declarant may provide prospective purchasers the names of lenders interested in making loans to creditworthy borrowers at then prevailing terms.

10. WARRANTIES:

The following statutory warranties provided by Massachusetts law apply.

I. EXPRESS WARRANTIES OF QUALITY.

(a) Express warranties made by any seller to a purchaser of a Unit, if relied on by the purchaser, are created as follows:

(1) Any affirmation of fact or promise which relates to a Unit, its use, or right appurtenant thereto, area improvements to the Condominium that would directly benefit the

Unit, or the right to use or have the benefit of the Unit, or the right to use or have the benefit of facilities not located in the Condominium, creates an express warranty that the Unit, area improvements and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the Condominium, including plans and specifications of or for improvements, creates an express warranty that the Condominium will substantially conform to the model or description with the exception of optional characteristics which maybe available to individual units by order;

(3) Any description of the quality or extent of the real property comprising the Condominium, including surveys, creates an express warranty that the Condominium will conform to the description, subject to customary tolerances; and

(4) A provision that a purchaser may put a Unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

(c) Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to Massachusetts law.

II. IMPLIED WARRANTIES OF QUALITY.

(a) A Declarant warrants to a purchaser that a Unit will be in at least as good condition at the earlier of the time of the conveyance or a delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A Declarant impliedly warrants to a purchaser that a Unit and the Common Elements in the Condominium are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by it, or made by any person before the creation of the Condominium, will be: (1) free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a Declarant warrants to a purchaser of a Unit that it may be used for residential use and that the existing use of Edwin Warner, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) For purposes of this section, improvements, made or contracted for by an affiliate of a Declarant are made or contracted for by the Declarant.

(e) Any conveyance of a Unit transfers to the purchaser all of the Declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to Massachusetts law.

(f) The warranties provided to a purchaser by a Declarant pursuant to this section with respect to common elements shall also extend to the Trust.

III. EXCLUSION OR MODIFICATION OF IMPLIED WARRANTIES OF QUALITY.

(a) Except as limited by subsection (b) of this section with respect to a purchaser of a Unit that may be used for residential use, implied warranties of quality: (1) may be excluded or modified by expression of disclaimer, such as "as is", "with all faults", or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

(b) With respect to a purchaser of a Unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a Declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure enters into and became a part of the basis of the bargain.

(c) Declarant makes no warranties with respect to any existing units of Edwin Warner or new units which are to be constructed by Edwin Warner or his successors and assigns, notwithstanding anything above to the contrary.

IV. ACTION FOR BREACH OF WARRANTY STATUTE OF LIMITATIONS.

(a) Unless a period of limitation is tolled under Massachusetts Law, a judicial proceeding for breach of any obligation shall be commenced within three or six years after the cause of action accrues.

(b) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the Condominium, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

V. DISCLAIMER.

Notwithstanding anything to the contrary, there are no warranties either express or implied with respect to the two (2) existing units currently owned by Edwin Warner or to any units to be constructed by Edwin Warner, his successors and assigns.

VI. Definitions.

As used in this chapter, unless the context otherwise requires: "improvement" means any newly constructed single family dwelling unit, any conversion condominium unit being conveyed by the Declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or Declarant; "purchaser" means the original buyer, his heirs or designated representatives, or any person engaged in the business of erecting or creating an improvement on real estate, any Declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

1. Express Warranties.

(a) Express warranties by a vendor are created as follows: (1) any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specification thereof which is made apart of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

(b) No formal words, such as "warranty" or "guarantee", nor any specific intention to make a warranty shall be necessary to create an express warranty, provided a simple affirmation of the value of the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(d) An express warranty shall terminate: (1) in the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

2. Implied Warranties.

(a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of this section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is: (1) free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner, and (4) fit for habitation, at the time of the delivery of the deed to a completed improvement, or at the time of completion of an improvement not completed when the deed is delivered.

(b) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(c) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(d) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, the consent of the purchaser to such exclusion or modification, and the terms of the new agreement with respect to it.

3. Vendor Not To Evade by Intermediate Transfer.

Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance had been effectuated by the vendor to the subsequent purchaser.

4. Implied Warranty with Certificate of Occupancy.

Subject to the provisions of Massachusetts General Laws, the issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three years next from the date of the issuance of such certificate of occupancy.

VII. LIMITATION OF WARRANTIES.

AS PERMITTED PURSUANT TO MASSACHUSETTS GENERAL LAWS, THE DECLARANT WILL INCLUDE IN ITS PURCHASE AGREEMENT A PROVISION THAT THE FOLLOWING WARRANTIES ARE EXCLUDED:

(a) NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY HOT WATER HEATER, HVAC SYSTEM, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MAGNUSEN-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT. THE DECLARANT WARRANTS, HOWEVER, THAT ALL SUCH EQUIPMENT WILL BE INSTALLED NEW AND THAT THE DECLARANT WILL DELIVER TO BUYER ANY MANUFACTURER'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH EQUIPMENT OR APPLIANCE AND FOR THE SOLE BENEFIT OF THE CONSUMER PURCHASER.

(b) IMPROVEMENTS AND APPLIANCES INSTALLED BY THE DECLARANT AT THE BUYER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY.

(c) THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UNITS ON THE PREMISES CURRENTLY OWNED BY EDWIN WARNER OR TO BE CONVEYED TO EDWIN WARNER, NOR ARE ANY WARRANTIES GIVEN WITH RESPECT TO ANY UNITS TO BE CONSTRUCTED BY EDWIN WARNER OR HIS SUCCESSORS OR ASSIGNS.

NO ADDITIONAL EXPRESS OR IMPLIED WARRANTIES, UNLESS REQUIRED BYLAW, ARE MADE BY THE DECLARANT.

11. UNSATISFIED JUDGMENTS OR PENDING SUITS.

There are no unsatisfied judgments or pending suits against the Association or the Declarant.

12. ESCROW.

Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to the purchase contract.

The name and address of the escrow agent which will hold any deposit may be either:

Bacon & Wilson, P.C.
31 Trumbull Road
Northampton, MA 01060

Or

Goggins Real Estate
8 Main Street
Florence, MA 01062

13. RESTRICTIONS ON USE, ALIENATION OR OCCUPANCY.

The following use restrictions apply to all Units and to the Common Elements:

(a) The Units within the Condominium (with the exception of the Warner-Exclusive Use Areas A, B, and C to be conveyed to Edwin Warner or to be reserved by Edwin Warner which shall be permanently exempt from the 55 years or older requirements, and for the existing home of Edwin Warner in Warner-Exclusive Use Area D which also shall be exempt from the 55 years of age and older requirement for such time as Edwin Warner or his lineal descendants live in such home; once Edwin Warner or his lineal descendants no longer live in such home, then the 55 years of age or older requirements of the Condominium, shall apply) are intended primarily for the housing of persons 55 years of age or older, and except as otherwise set forth in this Paragraph 13 each Unit is hereby restricted to occupancy by an Eligible Resident or Eligible Residents or, in the event of the death of an Eligible Resident occupying a Unit and in accordance with the terms of the Declaration, the surviving spouse of such Eligible Resident (the "Eligible Spouse"). Notwithstanding the foregoing, nothing herein shall prohibit the occupancy by an Eligible Resident and his/her spouse or other family members (including, but not limited to, parents, children or siblings) so long as the same are twenty one (21) years of age or older. In no event may a Unit be occupied by persons under the age of twenty one (21). Occupancy by two unrelated individuals is also permitted so long as one is an Eligible Resident.

(1) Except as provided in Paragraph 13 (a)(5), if an Eligible Resident ceases for any reason to occupy a Unit leaving no other Eligible Resident occupying such Unit, other occupants of a Unit who resided with such Eligible Resident who do not qualify as Eligible Residents shall be permitted to occupy the Unit in accordance with the following rules:

(i) An Eligible Spouse may continue to occupy the Unit except as provided in Paragraph 13 (a)(5) below.

(ii) Except as provided in Paragraph 13 (a)(3), if the Eligible Resident no longer resides in the Unit by reason of death, disability or permanent incapacity, such non-Eligible Residents (other than an Eligible Spouse) may reside in the Unit for a period not to exceed two (2) years following such Eligible Resident's death or departure from the unit due to incapacity or disability unless within such period the Unit is once again occupied by an Eligible Resident.

(iii) Except as provided in Paragraph 13 (a)(3), if the Eligible Resident no longer occupies the Unit for any other reason, such remaining non-Eligible Residents (other than an Eligible Spouse) may continue to reside in the Unit for a period not to exceed one (1) year following the departure from the Unit of the Eligible Resident unless within such period the Unit is once again occupied by an Eligible Resident.

(2) Nothing in this Paragraph 13 is intended to restrict the ownership of or transfer of title to any Unit; however, no Unit Owner may occupy any Unit unless the requirements of this Paragraph 13 are met, nor shall any Unit Owner permit occupancy of his or her Unit in violation of this Paragraph 13. Any lease or other occupancy agreement for any Unit shall be to an Eligible Resident in writing and specifically subject to the Declaration, the Bylaws and the Rules, including the restrictions with respect to occupancy, and shall have a minimum term of one (1) year and a maximum term of two (2) years. Each Unit Owner shall be responsible for (i) including a statement that his or her Unit is intended primarily for the housing of persons 55 years of age or older in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Unit Owner's Unit, which agreement or contract shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease or occupancy agreement of a Unit shall provide that failure to comply with the requirements and restrictions of this Paragraph 13 shall constitute a default under the Lease. A copy of all leases or occupancy agreements, together with proof of age of all occupants, as executed shall promptly be furnished to the Board of Directors who shall keep and maintain the same as part of its records. The Board of Directors shall also be furnished at the same time with written acknowledgment of the lessee that the lessee has received copies of and will comply with the provisions of the Declaration, Bylaws and Rules. There may be no other restrictions relating to the Term of any lease or occupancy agreement, provided, however, that the lease restriction herein may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in condominium communities. Notwithstanding the foregoing, the Declarant, its successors or assigns, shall have the further right to let or lease to an Eligible Resident any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

Notwithstanding anything to the contrary the Units conveyed to Edwin Warner in Warner-Exclusive Use Areas A, B and C shall be exempt from the provisions of this paragraph 13 so that Units conveyed to Edwin Warner may be occupied by persons who are less than 55 years of age and may allow children under 21 years of age to live in said units. Additionally, notwithstanding anything to the contrary herein, the existing house of Edwin Warner on Exclusive Use Area D shall not be subject to the provisions of paragraph 13 hereof for so long

as said Unit is occupied by Edwin Warner, or his lineal descendants. Should the Unit not be occupied by Edwin Warner or his lineal descendants, then the provisions of this paragraph 13 shall apply.

(3) Notwithstanding the foregoing, any Unit Owner, in writing, may request that the Board of Directors make an exception to the requirement of this Paragraph 13(a) with respect to a specific current or potential occupant of his or her Unit. In the case of a potential occupant, a Unit Owner may make such request to the Board of Directors only after he or she has entered into (i) a lease or occupancy agreement with such potential occupant, which lease or agreement shall state that all of the Unit Owner's obligations thereunder are contingent upon the Unit Owner receiving approval for such an exception from the Board of Directors or (ii) a purchase agreement with a potential buyer which intends to occupy the Unit, which agreement shall state that all of the Unit Owner's obligations thereunder are contingent upon the Unit Owner receiving approval from the Board of Directors for such an exception and that such potential buyer intends to occupy the Unit. The Board of Directors may by vote of at least sixty-seven percent (67%) of its members, but shall not be obligated to, grant such exceptions in its reasonable discretion, provided that (i) all occupants are at least twenty one (21) years of age, (ii) all requirements for the Condominium to qualify as "housing for older persons " under the Fair Housing Act would still be met including, but not limited to, the requirement that no more than twenty percent (20%) of the total number of occupied Units may be occupied solely by persons who do not qualify as Eligible Residents, and (iii) all requirements of any other state or federal law which permits the Residential Condominium to maintain its age, use and occupancy restrictions and all zoning and land use requirements of the City of Northampton would still be met. Any approval for such an exception from the Board of Directors shall be in writing, shall be specific to the occupant named in the application and shall immediately terminate if said occupant or potential occupant (i) fails to occupy the Unit within three (3) months of the date of the approval; (ii) ceases to occupy the Unit; or (iii) reaches the age of 55 (collectively, "Events of Termination"). The Unit Owner shall immediately notify the Board of Directors in writing of the occurrence of any Event of Termination. If a Unit Owner fails to notify the Board of Directors of an Event of Termination within ten (10) days after such Event of Termination, the Association shall be authorized to levy monetary fines against the Unit Owner for each day after such Event of Termination until the Board of Directors receives such written notice. The Board of Directors shall maintain records of all such approvals. A Unit Owner may request an exception under this subparagraph for a non Eligible Resident which is permitted to occupy a Unit temporarily under Paragraph 13(a)(1)(2) or (3).

(4) The Board of Directors may, upon written request of any proposed resident aged 54 or older who will not have attained the age of 55 as of his or her proposed date of occupancy, permit such proposed resident to occupy a Unit on a provisional basis until such person becomes an Eligible Resident but for a period not in excess of 11 months upon the showing of family or financial hardship, provided not more than two (2) Units in the Condominium shall be so occupied at any time.

(5) Notwithstanding the Board of Directors' discretion to make exceptions under Paragraph 13(a)(3) and notwithstanding Paragraph 13(a)(1) and (4) above, it is the express requirement of the Declaration that the Residential Condominium qualify as "housing for older persons" under the Fair Housing Act, as amended, and any comparable designation under any similar state or federal law which permits the Condominium to maintain its age, use and occupancy restrictions and the zoning and land use requirements of the City of Northampton. The rules set forth in this Paragraph shall be administered, interpreted and

enforced so as to meet such statutory and regulatory requirements, including, as necessary, the provision of absolute or percentage limitations on the number of Units which are occupied solely by non Eligible Residents and Eligible Spouses and, if necessary, the termination of the occupancy rights of any Unit or Units by non Eligible Residents or Eligible Spouses otherwise permitted under Paragraphs 13(a)(1),(3) and (4) to the extent necessary to meet such requirements. If the Board of Directors terminates the occupancy rights of any Unit by such non Eligible Residents or Eligible Spouses, the Board of Directors shall terminate such occupancy rights as follows: first, to non Eligible Residents permitted under Paragraph 13(a)(1)(2) and (3), beginning with such occupants with the shortest amount of time remaining on their temporary exceptions, second, to non Eligible Residents permitted under Paragraph 13(a)(4), beginning with such occupants with the greatest amount of time until they reach the age of fifty-five, and third, to non Eligible Residents which have been granted an exception under Paragraph 13(a)(3) and to Eligible Spouses, beginning with such occupants which have occupied a Unit for the least amount of time.

(6) The proposed occupants of each Unit shall be required prior to entering into initial occupancy of such Unit, and annually thereafter, to deliver to the Association an occupant's certificate certifying the name and age of the Eligible Resident or Residents occupying such Unit, together with the names, ages and relationships to the Eligible Resident of any other occupants of the Unit. In the event of any change in occupancy of any Unit as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Unit Owner shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Unit and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that a Unit Owner fails to notify the Board of Directors and provide all required information within ten (10) days after a change in occupancy occurs or after the annual notice is given to the Unit Owner, the Association shall be authorized to levy monetary fines against the Unit Owner for each day after the change in occupancy occurs or the annual notice is sent until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Paragraph 13, in addition to all other remedies available to the Association under the Declaration and Massachusetts law.

(7) The Association shall have the power and authority to enforce this Paragraph 13 in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Units to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this Paragraph 13.

EACH UNIT OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH 13. Each Unit Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board of Directors, are reasonably necessary to monitor compliance with this Paragraph 13.

(8) Each Unit Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Paragraph 13 and the rules of the Association

adopted hereunder by itself and by its tenants and other occupants of its Unit. EACH UNIT OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH UNIT OWNER'S UNIT TO SO COMPLY.

(9) The Association shall maintain age records on all occupants of Units. The Board of Directors shall, if necessary, adopt additional rules, policies and procedures to monitor and maintain compliance with this Paragraph 13, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to this Paragraph, definitions of single family residences, additional restrictions and enforcement or compliance with law. If the Association adopts any such rules, the Association shall periodically distribute such rules to Unit Owners and make copies available to Unit Owners, their tenants and Mortgagees upon reasonable request.

(b) Each Unit is hereby restricted to residential use and shall be occupied by no more than four (4) persons as a single-family residence, unless otherwise approved by the unanimous vote of the Board of Directors, of which no more than two may be unrelated individuals.

(c) Overnight guests shall be allowed for reasonable visitation periods not to exceed thirty (30) days of continuous duration nor more than ninety (90) days per calendar year.

(d) Notwithstanding anything to the contrary contained herein, any of the provisions of this Paragraph 13 (except the requirement that a Unit must be occupied by an Eligible Resident or Eligible Spouse and the restriction prohibiting occupancy by persons under twenty one (21) years of age) may be modified or waived by the vote of sixty-seven percent (67%) of the members of the Board of Directors, upon their determination and finding of the existence of a financial, physical or family handicap or hardship.

(e) Notwithstanding anything to the contrary contained herein, any of the provisions of this Paragraph 13, a Unit may be occupied by a licensed home health aide hired to provide assistance to an Eligible Resident based upon a prescribed or diagnosed medical or physical need.

(f) The use of Units and Common Elements is subject to the Declaration, Bylaws and the Rules of the Association. Any Unit Owner found by a Massachusetts court to be in violation of the provisions of the Declaration, Bylaws or Rules shall be liable for the reasonable attorneys' fees incurred by the Association in enforcing the same.

(g) For any period during which any Common Expense assessment remains unpaid, or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Board of Directors may suspend the right of a Unit owner and any occupants or residents of a Unit to use Common Elements not necessary to give access to a public street.

(h) The Association may adopt rules and regulations that affect the use or occupancy of Units only to: (1) prevent any use of the Unit which violates the Declaration or the Act; (2) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by the Unit Owners; (3) or restrict

the leasing of Units to the extent the rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in the Condominium, provided, however, that no such restriction affecting the use or occupancy of a Unit shall be effective unless it has been recorded on the land records of Hampshire County, Massachusetts under the name of the Association as grantor and grantee.

There is no restriction on the amount for which a Unit may be sold or otherwise transferred.

A Unit may not be conveyed pursuant to a time-sharing plan as defined under Massachusetts General Laws.

In the event that a Unit owner, or their heirs, successors or assigns receive a bona fide third party offer to purchase their Unit or to lease their Unit, at such price, and upon such terms and conditions, as the Unit owner or their heirs, successors or assigns are willing to accept, they shall give written notice to the Board of Directors of said offer. The Board of Directors shall have ten (10) days following receipt of the written notice of the third party offer to purchase or lease to exercise the Right of First Refusal to purchase or lease the Unit. In the event the Board of Directors shall elect to purchase such Unit, title shall close forty-five (45) days following the exercise of the right of first refusal by the Board of Directors, or the date of closing in the proposed offer from the third party, whichever is later. In the event such Unit is to be leased, the Unit owner shall execute and deliver to the Board of Directors, the Lease between the offering unit owner, as Landlord, and the Board of Directors, or its designee, as Tenant, covering such Unit on the terms and conditions contained in the original third party offer. In the event the Board of Directors or its designee shall fail to accept such offer within ten (10) days as aforesaid, the offering Unit owner shall be free to contract to sell such Unit, or to lease such Unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Directors might have accepted such offer, to the third party offeror on the terms and conditions set forth in the notice of the offering Unit Owner to the Board of Directors. In the event the Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit or to lease such Unit, as the case may be, to the outside offeror on the terms and conditions contained in the third party offer, or if the Unit Owner shall contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit or to lease such Unit, as the case may be, to the same or another third party offeror on the same or other terms and conditions, the offering Unit Owner shall be required again to comply with all the terms and provisions of this the right of first refusal. The right of first refusal provisions set forth herein shall not apply to Warner-Exclusive Use Areas A, B, and C nor to Warner-Exclusive Use Area D until it ceases to be used by Warner or his lineal descendants.

Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office. The Declarant may also maintain management offices and signs and displays advertising the Residential Condominium.

14. INSURANCE.

To the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth below. If such insurance is not reasonably available, and the Association determines that any insurance described herein will not be maintained, the Association shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their last known addresses.

(a) Liability Insurance. Liability Insurance, including medical payments insurance, shall be maintained in an amount determined by the Association, but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, repair, maintenance, or replacement of the Common Elements. However, Warner-Exclusive Use Areas A, B, C and D shall be insured for liability by the owners of each of the units situated on such Exclusive Use Area. The cost of Liability Insurance will not be assessed to any units located on Warner-Exclusive Use Areas A, B, C and D.

(b) Property Insurance .

Each Unit Owner shall carry

(i) Property insurance covering:

(a) Their unit (which term means the building containing each unit owner's unit on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(b) The association shall carry casualty insurance covering all personal property owned by the Association; and

(c) Any units owned by Edwin Warner — These units will be insured including the exteriors of the building in which the unit is located, by the owner of such unit, not the Condominium Association. The cost of the casualty insurance carried by the Association will not be assessed to units located on Warner-Exclusive Use Areas A, B, C or D.

(ii) Amounts. Insurance policies obtained pursuant to this Paragraph shall insure:

(a) the project facilities for an amount equal to one hundred percent (100 %) of their replacement cost at the time the insurance is purchased and at each renewal date; and

(b) all personal property owned by the Association for an amount equal to its actual cash value.

The Association is authorized to obtain appraisals periodically for the purpose of establishing the actual cash value of the personal property and the cost of such appraisal shall be a Common Expense, but will not be assessed against any units on Exclusive Use Areas A, B, C or D.

For more details see Article XX of the Declaration.

NO COVERAGE IS PROVIDED FOR PERSONAL PROPERTY OWNED BY UNIT OWNERS, OR FOR THE PERSONAL LIABILITIES OF UNIT OWNERS NOT RELATED TO HIS OR HER INTEREST IN THE COMMON ELEMENTS OR MEMBERSHIP IN THE ASSOCIATION. You are urged to study these provisions and to consult with your own insurance advisor to assure yourself that you are aware of the extent of coverage provided by the Association and to make arrangements for appropriate additional coverage, if additional coverage is necessary.

15. FEES OR CHARGES FOR THE USE OF THE COMMON ELEMENTS.

A fee for the use and maintenance of the Common Elements will be imposed as a Common Expense as described in Article XVII of the Declaration, except that units located on Exclusive Use Areas A, B, C or D shall not be assessed any costs for maintenance of common areas..

16. FINANCIAL ARRANGEMENTS FOR COMPLETION OF IMPROVEMENTS.

The Declarant is constructing the Improvements from its own resources, and from the proceeds of construction mortgage loans in the original principal amount of up to \$3,140,000 and \$1,500,000. No assurances are given that these proceeds are sufficient to complete all such Improvements with Chicopee Savings Bank that the proceeds will be fully advanced. The construction lender has not obligated itself to complete such Improvements and in the event of foreclosure may choose not to complete them.

17. ZONING AND OTHER LAND USE REQUIREMENTS.

The property is located within the URA Zoning District. The URA Zone of the City of Northampton, Massachusetts permits a variety of residential uses including, but not limited to, open space Townhouse cluster development with the issuance of a special permit which was issued on April 7, 2005, subject to specific requirements and restrictions under Zoning Regulations .

The site plan in conjunction with the Special Permit was approved by the City of Northampton on April 7, 2005, which authorized construction of the open space cluster residential development in accordance with the Plans and Survey attached to the Declaration. Any substantial changes in the Plans, will require an application for approval of the changes to the same body.

The construction must comply with the conditions set forth in the decision granting the Special Permit dated April 7, 2005. In addition, the Association and Declarant must construct, maintain, repair and replace the storm water management system in accordance with the Storm Water Management Plan dated March 17, 2005.

18. UNUSUAL AND MATERIAL CIRCUMSTANCES.

In addition to the unusual and material circumstances, features or characteristics of the Condominium and Units disclosed elsewhere in the Public Offering Statement the following are noted:

(a) Except for the Units and Exclusive Use Areas conveyed to Edwin Warner, under paragraph 13 hereof, Units may not be occupied by persons under the age of 21. As more fully set forth in Paragraph 13, Units are intended to be occupied primarily by at least one individual who is not less than 55 years of age. These restrictions are intended to create a community designed, constructed and operated to enhance the quality of life of residents of the Condominium age 55 years and older. These restrictions limit the persons and the families who may occupy the Units.

(b) The Association shall permanently maintain the areas shown on plan as "common open space" in its current condition and an undisturbed state and provide access to the public to such space.

(c) The Association shall dedicate the sledding hill and soccer field in the "active Recreation Open Space" as shown on the plan. The soccer field will be dedicated to and maintained by the City of Northampton Recreational Department and both the sledding hill and soccer field will be open to public access.

(d) There shall be a ten (10) foot wide public access easement along the easterly boundary of the premises from the fourteen (14) foot wide walking path emergency access path to the United States of America property known as The Veterans Administration property.

19. MAXIMUM NUMBER OF UNITS.

The maximum number of Units is forty-six (46).

20. NUMBER OR PERCENTAGE OF UNITS THAT MAY BE CREATED THAT WILL BE RESTRICTED EXCLUSIVELY TO RESIDENTIAL USE.

All units will be restricted exclusively to residential use.

21. DEVELOPMENT RIGHTS AND CONDITIONS OR LIMITATIONS ON EXERCISE.

Development Rights to erect two single family housing units will be or have been granted to Edwin Warner, his heirs, successors and assigns, on exclusive use areas A and C.

The Declarant retains certain other Special Declarant Rights as described in the Declaration, including the right for a period of time to control of the Association and the right to maintain certain easements for construction, maintenance of sale and management as more particularly described in the Declaration included with this Public Offering Statement as Exhibit "A".

22. MAXIMUM EXTENT TO WHICH EACH UNIT'S ALLOCATED INTERESTS MAY BE CHANGED BY THE EXERCISE OF ANY DEVELOPMENT RIGHTS.

Each Unit Owner's allocated interest will be changed as new phases are added but such unit owner's allocated interest will never be lower than shown on the Declaration as percentage interest after the last phase, unless the allocation of the type of units to be built should change from the allocation of the types of units attached to this Declaration. However, this clause shall not apply to Warner Exclusive Use Areas A, B and C nor to Warner Exclusive Use Area D so long as Warner or a lineal descendant owns the unit on Warner Exclusive Use Area D.

23. LIMITATIONS AS TO THE LOCATION OF ANY BUILDING OR OTHER IMPROVEMENT THAT MAY MADE.

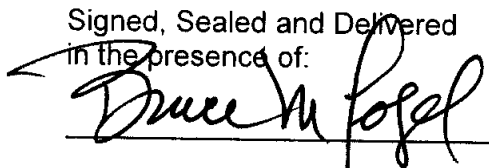
The approximate location of all Units and other Improvements shown on the Survey and Plans have been approved by the City of Northampton as an open space cluster Residential Development.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS OR HER PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

THE DECLARANT HAS ATTEMPTED TO SUMMARIZE THE PERTINENT INFORMATION RELATING TO THIS CONDOMINIUM ACCURATELY. ANY INFORMATION, DATA OR REPRESENTATION AT VARIANCE WITH THE STATEMENT SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED ON. THIS PUBLIC OFFERING STATEMENT DOES NOT INTENTIONALLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENTS OF MATERIAL FACT, AND NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION AT VARIANCE WITH THOSE SET FORTH HEREIN.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 22nd day of January, 2008.

Signed, Sealed and Delivered
in the presence of:



DECLARANT:

BRIDGE ROAD, LLC

By: Salomey Development, Inc - Manager

By: 

Name ZITER S. Salomey

Its Pres. + Treas

Duly Authorized

XByX

~~Name~~

~~Its~~

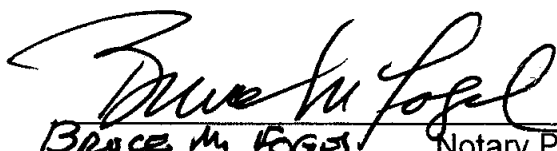
~~Duly Authorized~~

COMMONWEALTH OF MASSACHUSETTS

Hampshire
Hampden, ss.January 22, 2008

On this 22nd day of January, 2008, before me, the undersigned Notary Public, personally appeared ZITE R. SALOOMY proved to me through

satisfactory evidence of notification, which was Personal Knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Bruce M. Fogel Notary Public
 My commission expires: 10/11/13

~~COMMONWEALTH OF MASSACHUSETTS~~~~Hampden, ss.~~~~_____, 2008~~

~~On this _____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared _____ proved to me through~~

~~satisfactory evidence of notification, which was _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.~~

~~_____
 Notary Public
 My commission expires: _____~~

EXHIBIT "A"

AMENDED AND RESTATED
DECLARATION OF BEAR HILL ESTATES SENIOR CONDOMINIUM

BRIDGE ROAD, LLC, a Massachusetts Limited Liability Company with an office at c/o Salomey Construction, Inc., P.O. Box 1203, Westfield, Massachusetts 01086 does hereby declare a Condominium and does hereby submit the real property in the City of Northampton, Massachusetts described in Schedule A-1 attached hereto and made a part hereof (the "Land") and Units B,D and Units 8, 14, 15 and 16 to the provisions of Massachusetts General Laws, Chapter 183A, as amended, for the purpose of creating a Condominium which may hereafter be referred to as Bear Hill Estates Senior Condominium.

ARTICLE I

Definitions

In the Documents (as defined herein), the following words and phrases shall have the following meanings:

Section 1.01 – Act. Massachusetts General Laws, Chapter 183A as it may be amended from time to time.

Section 1.02 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and votes in the Association, allocated to the Units in the Condominium. The Allocated Interests are described in Article VIII of this Declaration as that it may be amended from time to time.

Section 1.03 - Association. Bear Hill Estates Senior Condominium Association., a non-stock Massachusetts association governed by a Board of Directors

Section 1.04 - Board of Directors. The directors of the Association, as determined in accordance with applicable law, who are authorized to act on behalf of the Association.

Section 1.05 – By-laws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.06 - Common Elements. All portions of the Condominium other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.07 - Common Expenses. The expenses for the operation of the Condominium as set forth in Section 17.01 of this Declaration.

Section 1.08 – Condominium. Bear Hill Estates Senior Condominium.

Section 1.10 - Declaration. This document, including any amendments hereto.

Section 1.11 -Development Rights. The rights, if any, reserved by the Declarant and given to Edwin Warner, his heirs, successors and assigns, under Section 7.01 of this Declaration.

Section 1.12 -Director. A member of the Board of Directors.

Section 1.13 -Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14 -Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVI.

Section 1.15 -Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

Section 1.16 -Eligible Resident. Any person of age fifty-five (55) or older.

Section 1.17 -Exclusive Use Areas .

(a) A portion of the Common Areas allocated by the Declaration for the exclusive use of one or more but fewer than all of the Units. The Exclusive Use Area in the Condominium are described in Article V of this Declaration.

(b) Those Common Elements if any, created pursuant to an Article VII of this Declaration, which are allocated to the exclusive use of one or more but fewer than all of the Units.

(c) There are Warner-Exclusive Use Areas designated as A, B, C and D established by this Declaration to which special provisions apply.

Section 1.18 -Improvements. Any construction or facilities existing or to be constructed on the Land included in the Condominium, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, walking paths, benches, pumping stations, utility wires, pipes, and conduits.

Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 22.01 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 22.02 of this Declaration.

Section 1.21 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.22 – Phasing Rights. The right of the Declarant and the holder of Development Rights to add units to the Condominium in accordance with Article VII herein. Declarant must exercise such phasing rights within seven (7) years of the recording of this Master Deed. With respect to the Development Rights of Edwin Warner, Edwin Warner or his successors shall not have any time frame in which to exercise his Development Rights to add up to 2 more units in the Exclusive Use Areas.

Section 1.23 - Plans. The plans filed with this Declaration as they maybe amended from time to time.

Section 1.24 - Property. The Land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.25 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Board of Directors and/or pursuant to this Declaration.

Section 1.26 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.27 - Survey. The survey filed with this Declaration as it may be amended from time to time.

Section 1.28 - Unit. A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 4.03 of this Declaration.

Section 1.29 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Condominium and Association

Section 2.01 - Condominium. The name of the Condominium is Bear Hill Estates Senior Condominium.

Section 2.02 - Association. The name of the Association is Bear Hill Estates Senior Condominium Association.

ARTICLE III

Description of Land

The Condominium is situated in the City of Northampton, Massachusetts and is located on the Land.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.01 - Number of Units. The Condominium will contain up to forty-six (46) Units.

Section 4.02 - Identification of Units. All Units are identified or will be identified in amended Master Deeds by a number and are shown on the Survey or Plans or both.

Section 4.03 -Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans.

(a) Except for the Units to be conveyed to Edwin Warner or to be reserved by Edwin Warner.

(1) The boundaries of each Unit are more particularly described as follows:

(A) The exterior face of the roof, siding, foundations, chimneys, windows, doors, including screen doors and windows and also including any decks, patios or porches or concrete pads on which any portion of any HVAC Equipment may sit. Each unit includes all heating and air conditioning units hot water heaters, all electrical and plumbing lines and fixtures within the boundaries of a unit or outside of the boundaries of a unit and serving only one unit.

(b) With respect to units conveyed to Edwin Warner or reserved by Edwin Warner, the boundaries of such units will be the exterior of the roof shingles, siding, chimneys, foundation, doors, windows, including screen doors and windows so that the complete building including porches and decks shall be considered to be part of such unit.

(c) The Bear Hill Estates Cottage descriptions attached hereto as Exhibit C describe the standard features and construction of each unit.

ARTICLE V

Exclusive Use Areas

The following portions of the Common Elements are Exclusive Use Areas assigned to the Units as stated:

(a) If any chute, flue, pipe, duct, wire, conduit, HVAC system or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is an

Exclusive Use Area, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(b) Any patio, shutters, awnings, doorsteps, exterior windows and doors to Units and other fixtures designed to serve a single Unit or less than all of the Units, but located outside the Unit boundaries, are part of the unit and are allocated exclusively to the unit to which such improvement is attached.

(c) Any utility connections or equipment including, but not limited to, all electrical switches, television, telephone, and electrical receptacles and light switches which serve one Unit exclusively and are located outside such Unit, are part of such unit and are allocated exclusively to that Unit and their use is limited to that Unit.

(d) Warner-Exclusive Use Areas A, B, C and D on said plan will be for the exclusive use of the buildings currently situated on said Exclusive Use Area or to be erected on said Exclusive Use Area.

As to each of the foregoing, an exclusive right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Exclusive Use Area, however, is vested in all of the Unit Residents. There shall be only one building erected in each of Warner-Exclusive Use Areas A, B, C and D and the owner of a unit located on Warner-Exclusive Use Area A, B, C or D shall have the exclusive right to use such Warner-Exclusive Use Area A, B, C or D.

ARTICLE VI

Management, Maintenance, Repair and Replacement

Section 6.01 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements (including Exclusive Use Areas) excepting the Warner-Exclusive Use Areas A, B, C and D on said plan which will be maintained, repaired, replaced by the Unit Owner whose unit is located in said Warner-Exclusive Use Area. Notwithstanding the foregoing, each Unit Owner shall be responsible for removing snow, ice, leaves and debris from any patio, porch or deck which is appurtenant to his or her Unit. The Condominium Association will maintain the detention areas and 20 foot drainage easement and the stormwater system in accordance with the stormwater management plan dated March 17, 2005 filed with the City of Northampton Planning Board.

Section 6.02 - Unit Owner Responsibilities. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit (which Unit does not include Common Elements).

Section 6.03 – Access. Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of (i) correcting any condition threatening a Unit or the Common Elements, (ii) performing installations, alterations or repairs, and (iii) reading, repairing or replacing utility meters and related pipes, wires, valves and equipment, provided that notice of such entry is given in advance. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.04 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit, Exclusive Use Area or the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally or negligently by the Association.

Section 6.05 - Restoration of Common Elements. In the event that a Unit Owner disturbs the Common Elements or Exclusive Use Areas while performing work on his or her Unit, then the Unit Owner shall restore the Common Elements or Exclusive Use Areas, as the case may be, at the Unit Owner's sole expense, as nearly as possible to the same condition that existed prior to such disturbance. Should the Unit owner fail to undertake such restoration or repair in a timely fashion, the Association may undertake such repair or restoration and charge the costs thereof to the unit owner. Such costs will become a lien on the Unit of such owner and may be enforced and collected pursuant to the provisions of subsection 17.04 of Article XVII. The provisions of this Article VI shall not apply to Warner-Exclusive Use Areas A, B, C and D.

ARTICLE VII

Development Rights and Other Special Declarant Rights

Section 7.01 - Grant of Development Rights. The Declarant hereby grants to Edwin Warner, his successors, heirs and assigns, the right to construct a single family unit on each of Exclusive Use Areas A and C and to amend the Master Deed to add up to these 2 units to the condominium at Edwin Warner's discretion pursuant to the Phasing Rights set forth below.

Section 7.02 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Condominium.

(a) To complete Improvements indicated on the Survey or Plans filed with this Declaration;

(b) To maintain or remove sales offices, trailer, management offices, signs (including the existing onsite bill board) advertising the Condominium, and models;

(c) To use easements through the Condominium for the purpose of making Improvements within the Condominium;

(d) To appoint or remove any officer of the Association or any Director during any period of Declarant control; and

(e) To phase in additional improvements and units to the Condominium as follows:

Phasing Rights:

A. (i) The Declarant reserves and shall have the right, without the consent of any Unit Owner or of any holder of a mortgage on a Unit to amend this Master Deed and Declaration to incorporate into the Condominium additional Phase Units, Buildings and

Improvements in as many phases as Declarant deems necessary, and to submit said Phases and Units to the provisions of Chapter 183A of Massachusetts General Laws by recording with the Hampshire County Registry of Deeds a restated Master Deed in form and substance similar to this Master Deed (which may incorporate by reference all or part of this Master Deed) with only such changes as are necessary or desirable in Declarant's reasonable judgment to: (i) accomplish such incorporation and submission; (ii) satisfy the provisions hereof; and (iii) make the additional Phase Master Deeds conform to the requirements of Massachusetts General Laws, Chapter 183A including without limitation the inclusion of any plans required by Section 8(F) of Chapter 183A (or any successor to such section).

(ii) The foregoing rights of the Declarant and Edwin Warner provided in Section 7.01 and subparagraph A of this Section are hereinafter referred to as the "Phasing Rights" and shall belong to any Unit owned by the Declarant as long as it is owned by Declarant.

(iii) From and after the recording of additional Phase Master Deeds, the beneficial interests of each Unit Owner shall be revised to reflect either the fair market value of each unit in relation to the fair market value for all units or the square footage of each unit in relation to the square footage of all units. There shall be no more than forty-six (46) units in total and the beneficial interest of each Unit Owner will never be less than as set forth in column entitled "Final Phase" on Exhibit "B" in the Master Deed, unless the allocation of the type of units to be built should change from the allocation of the types of units attached as Exhibit "B" to this Declaration. However, this clause shall not apply to units in Warner Exclusive Use Areas A, B and C or Units located in Warner Exclusive Use Area D so long as Edwin Warner or one of his lineal descendants owns the unit located on Warner Exclusive Use Area D..

B. Each Amended Master Deed will set forth the revised percentage interest of each Unit at the time of the submission of such Amended Master Deed. By accepting a Unit Deed to a Unit, each Unit Owner hereby appoints Declarant or Edwin Warner as such Unit Owner's attorney-in-fact to amend the Master Deed by adding additional phases and to reduce the percentage interest of each Unit Owner to reflect the changes in percentage interest brought about by adding additional phases to the Condominium.

C. The Phasing Rights of Declarant shall terminate on the first to occur of (i) the date of recording of the Phase Master Deed creating forty-six (46) total units in the Condominium; seven (7) years from the recording of the Master Deed and Declaration; or (iii) the date of recording with the Hampshire County Registry of Deeds of a written instrument executed by Declarant and by Edwin Warner or his successors and assigns and by the holders of any mortgages granted by Declarant on all or any part of the land, acknowledged with the formality required by Massachusetts law for the recording of deeds, by which the Declarant expressly waives and releases its Phasing Rights hereunder. The Phasing Rights of Edwin Warner will only terminate if Edwin Warner should so waive such rights in writing or in fact add two units to the Condominium.

D. If the Sponsor should record additional Phase Master Deeds on or before a date seven (7) years from the recording of this Master Deed, then as of the date of such recording all additional Phase Units (and Beneficial Interests and other interests, if any, appurtenant thereto) shall be owned in fee simple by the Declarant. If Edwin Warner should record additional Phase Master Deeds at any time, then at the time of such recording of such additional Master Deed, the additional Phase Units (and Beneficial Interests and any other

interests, if any, appurtenant thereto) shall be owned in fee simple by Edwin Warner or his successors.

E. In the event of the termination of the Phasing Rights by reason other than the recording of all of the additional Phase Master Deeds, the uncompleted Phase Buildings, Units and improvements existing at the time of such termination shall not be incorporated into the Condominium at the time of such termination.

F. Until terminated, the Phasing Rights may be freely sold, granted, assigned, mortgaged or otherwise transferred by Declarant or Edwin Warner by deed, mortgage or other written instrument which makes specific reference to this Master Deed and the Phasing Rights.

G. All present and future Unit Owners and all persons now or hereafter claiming an interest in a Unit by, through or under a Unit Owner, including without limitation all holders of mortgages on units, shall be subject to and bound by the provisions of these Phasing Rights.

Section 7.03 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office. Edwin Warner shall have the right to post signs and displays on Exclusive Use Areas A, B, C and D to promote sales of his units.

Section 7.04 - Construction; Declarant's Easement. The Declarant reserves the right to: (i) perform warranty work, repairs, and construction work; (ii) store materials in secure areas on the Common Elements; (iii) place and maintain a construction trailer/office on the Common Elements during any construction activities at or in the Condominium; and (iv) control all such work and repairs. The Declarant also reserves the right of access to all such work and repairs until its completion. The Declarant and Edwin Warner may perform any and all work without the consent or approval of the Board of Directors. The Declarant and Edwin Warner have such easements through the Property as may be reasonably necessary for the purpose of discharging the Declarant's or Edwin Warner's obligations or exercising any of the Special Declarant or Edwin Warner's Rights, whether arising under the Act or reserved in this Declaration.

Section 7.05 - Signs and Marketing. The Declarant reserves the right to post signs and displays in or on the Common Elements to promote sales of Units, and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.06 -Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property any and all goods, materials (including but not limited to soils, fill, earth products, etc.) and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.07 -Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Unit, holds any Security Interest in any Unit, or for seven (7) years after recording the Declaration,

whichever is latest. Earlier termination of certain rights may occur by statute. This clause shall not apply to the special rights of Edwin Warner to add up to two units to the Condominium.

Section 7.08 -Declarant Control of the Association.

(a) Subject to Subsection 7.08 (b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers of the Association and members of the Board of Directors. The period of Declarant control shall terminate no later than the earlier of (i) sixty (60) days after conveyance of ninety percent (90%) of the Units that may be created to Unit Owners other than the Declarant; (ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) the date the Declarant, after giving written notice to all Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

The Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board of Directors before termination of that period, but in that event the Declarant may require for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect a Board of Directors of an odd number of at least three (3) members, at least a majority of whom shall be Unit Owners. The Board of Directors shall elect the officers of the Association. The Board of Directors and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all Persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 7.09 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Rights or Edwin Warner's rights or obligations (set forth in this agreement) without the prior written consent of the Declarant or Edwin Warner, his successors and assigns as the case may be.

ARTICLE VIII

Allocated Interests

Section 8.01 - Allocation of Interests. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to the Condominium

Section 8.02 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formula:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements is to be allocated among each of the Units in the Condominium in the percentage set forth herein as Exhibit "B" as the undivided Condominium interest of such unit in the common elements. Such interest will be calculated on the basis of either the square footage of such units in relation to the square footage of all units or the fair market value of such units in relation to the fair market value of all of the units in the condominium. Their percentage interest may be changed by Declarant or Edwin Warner from time to time pursuant to their phasing rights hereunder. Each of the units submitted hereunder are described on Exhibit "B" and shown on the site plans and floor plans filed herewith.

(b) Liability for the Common Expenses. Each Unit Owner will be liable for the percentage of the Common Expenses equal to his or her undivided percentage interest in the Common Elements. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVII of this Declaration. For purposes of liability of Units in Exclusive Use Areas A, B, C and D for common expenses, common expenses shall not include maintenance of common areas, insurance on building and improvements within the Condominium, expenses related to common water, sewer, electric and/or gas, expenses in relation to maintenance, repair or replacement of common areas or reserves for replacement.

(c) Votes. Each Unit in the Condominium, shall have one (1) vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion or fraction of all of the votes as allocated in this Section 8.02.

ARTICLE IX

Restrictions on Use and Alienation

Section 9.01 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions shall apply:

(a) The Units within the Condominium are intended primarily for the housing of persons 55 years of age or older, and except as otherwise set forth in this Article IX, and except for Warner-Exclusive Use Areas A, B and C owned by Edwin Warner and Exclusive Use Area D for so long as such unit is owned by Warner or one of his lineal descendants, or units to be built by Edwin Warner, his successors and assigns, each Unit is hereby restricted to occupancy by an Eligible Resident or Eligible Residents or, in the event of the death of an Eligible Resident occupying a Unit and in accordance with the terms of this Declaration, the surviving spouse of such Eligible Resident (the "Eligible Spouse"). Notwithstanding the foregoing, nothing herein shall prohibit the occupancy by an Eligible Resident and his/her spouse or other family members (including, but not limited to, parents, children or siblings) so long as the same are twenty one (21) years of age or older. In no event may a Unit be occupied by persons under the age of twenty one (21). Occupancy by two unrelated individuals is also permitted, so long as one is an Eligible Resident.

(1) Except as provided in Section 9.01(a)(v), if an Eligible Resident ceases for any reason to occupy a Unit leaving no other Eligible Resident occupying such Unit, other occupants of a Unit who resided with such Eligible Resident who do not qualify as Eligible Residents shall be permitted to occupy the Unit in accordance with the following rules:

(A) An Eligible Spouse may continue to occupy the Unit except as provided in Section 9.01(a)(v) below.

(B) Except as provided in Section 9.01(a)(v), if the Eligible Resident no longer resides in the Unit by reason of death, disability or permanent incapacity, such non Eligible Residents (other than an Eligible Spouse) may reside in the Unit for a period not to exceed two (2) years following such Eligible Resident's death or departure from the Unit due to incapacity or disability unless within such period the Unit is once again occupied by an Eligible Resident

(C) Except as provided in Section 9.01(a)(v), if the Eligible Resident no longer occupies the Unit for any other reason, such remaining non Eligible Residents (other than an Eligible Spouse) may continue to reside in the Unit for a period not to exceed one (1) year following the departure from the Unit of the Eligible Resident unless within such period the Unit is once again occupied by an Eligible Resident.

(2) Nothing in this Article IX is intended to restrict the ownership of or transfer of title to any Unit; however, no Unit Owner may occupy any Unit unless the requirements of this Article IX are met, nor shall any Unit Owner permit occupancy of his or her Unit in violation of this Article IX. Any lease or other occupancy agreement for any Unit shall be to an Eligible Resident in writing and specifically subject to the Declaration, the Bylaws and the Rules, including the restrictions with respect to occupancy, and shall have a minimum term of one (1) year and a maximum term of two (2) years. Each Unit Owner shall be responsible for (i) including a statement that his or her Unit is intended primarily for the housing of persons 55 years of age or older in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Unit Owner's Unit, which agreement or contract shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease or occupancy agreement of a Unit shall provide that failure to comply with the requirements and restrictions of this Article IX shall constitute a default under the lease. A copy of all leases or occupancy agreements, together with proof of age of all occupants, as executed shall promptly be furnished to the Board of Directors who shall keep and maintain the same as part of its records. The Board of Directors shall also be furnished at the same time with written acknowledgment of the lessee that the lessee has received copies of and will comply with the provisions of the Declaration, Bylaws and Rules. There may be no other restrictions relating to the term of any lease or occupancy agreement, provided, however, that the lease restriction herein may be modified by the Association to the extent the modifications are reasonably designed to meet the underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Northampton, Massachusetts.

(3) Notwithstanding the foregoing, any Unit Owner, in writing, may request that the Board of Directors make an exception to the requirement of this Paragraph 9(a) with respect to a specific current or potential occupant of his or her Unit. In the case of a potential occupant, a Unit Owner may make such request to the Board of Directors only after he or she has entered into (i) a lease or occupancy agreement with such potential occupant, which lease

or agreement shall state that all of the Unit Owner's obligations thereunder are contingent upon the Unit Owner receiving approval for such an exception from the Board of Directors or (ii) a purchase agreement with a potential buyer which intends to occupy the Unit, which agreement shall state that all of the Unit Owner's obligations thereunder are contingent upon the Unit Owner receiving approval from the Board of Directors for such an exception and that such potential buyer intends to occupy the Unit. The Board of Directors may by vote of at least sixty-seven percent (67%) of its members, but shall not be obligated to, grant such exceptions in its reasonable discretion, provided that (i) all occupants are at least twenty one (21) years of age, (ii) all requirements for the Condominium to qualify as "housing for older persons " under the Fair Housing Act would still be met including, but not limited to, the requirement that no more than twenty percent (20%) of the total number of occupied Units may be occupied solely by persons who do not qualify as Eligible Residents, and (iii) all requirements of any other state or federal law which permits the Condominium to maintain its age, use and occupancy restrictions and all zoning and land use requirements of the City of Northampton would still be met. Any approval for such an exception from the Board of Directors shall be in writing, shall be specific to the occupant named in the application and shall immediately terminate if said occupant or potential occupant (i) fails to occupy the Unit within three (3) months of the date of the approval; (ii) ceases to occupy the Unit; or (iii) reaches the age of 55 (collectively, "Events of Termination"). The Unit Owner shall immediately notify the Board of Directors in writing of the occurrence of any Event of Termination. If a Unit Owner fails to notify the Board of Directors of an Event of Termination within ten (10) days after such Event of Termination, the Association shall be authorized to levy monetary fines, against the Unit Owner for each day after such Event of Termination until the Board of Directors receives such written notice. The Board of Directors shall maintain records of all such approvals. A Unit Owner may request an exception under this subparagraph for a non Eligible Resident which is permitted to occupy a Unit temporarily under Sub-Paragraph 9. 01 (a)(i)(ii) or (iii).

(iv) The Board of Directors may, upon written request of any proposed resident aged 54 or older who will not have attained the age of 55 as of his or her proposed date of occupancy, permit such proposed resident to occupy a Unit on a provisional basis until such person becomes an Eligible Resident but for a period not in excess of 11 months upon the showing of family or financial hardship.

(v) Notwithstanding the Board of Director's discretion to make exceptions under Paragraph 9.01(a)(iii) and notwithstanding Paragraph 9.01(a)(i) and (iv) above, it is the express requirement of the Declaration that the Condominium qualify as "housing for older persons" under the Fair Housing Act, as amended, and any comparable designation under any similar state or federal law which permits the Condominium to maintain its age, use and occupancy restrictions and the zoning and land use requirements of the City of Northampton. The rules set forth in this Paragraph shall be administered, interpreted and enforced so as to meet such statutory and regulatory requirements, including, as necessary, the provision of absolute or percentage limitations on the number of Units which are occupied solely by non Eligible Residents and Eligible Spouses and, if necessary, the termination of the occupancy rights of any Unit or Units by non Eligible Residents or Eligible Spouses otherwise permitted under Paragraphs 9.01(a)(i),(iii) and (iv) to the extent necessary to meet such requirements. If the Board of Directors terminates the occupancy rights of any Unit by such non Eligible Residents or Eligible Spouses, the Board of Directors shall terminate such occupancy rights as follows: first, to non Eligible Residents permitted under Paragraph 9.01(a)(i)(ii) and (iii), beginning with such occupants with the shortest amount of time remaining on their temporary exceptions, second, to non Eligible Residents permitted under Paragraph 9.01(a)(iv), beginning

with such occupants with the greatest amount of time until they reach the age of fifty-five, and third, to non Eligible Residents which have been granted an exception under Paragraph 9.01(a)(iii) and to Eligible Spouses, beginning with such occupants which have occupied a Unit for the least amount of time.

(vi) The proposed occupants of each Unit shall be required prior to entering into initial occupancy of such Unit, and annually thereafter, to deliver to the Association an occupant's certificate certifying the name and age of the Eligible Resident or Residents occupying such Unit, together with the names, ages and relationships to the Eligible Resident of any other occupants of the Unit. In the event of any change in occupancy of any Unit as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Unit Owner shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Unit and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that a Unit Owner fails to notify the Board of Directors and provide all required information within ten (10) days after a change in occupancy occurs or after the annual notice is given to the Unit Owner, the Association shall be authorized to levy monetary fines against the Unit Owner for each day after the change in occupancy occurs or the annual notice is sent until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Paragraph 9, in addition to all other remedies available to the Association under the Declaration and Massachusetts law.

(vii) The Association shall have the power and authority to enforce this Paragraph 9 in any legal manner available, as the Board of Directors deems appropriate, including, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Units to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this Paragraph 9. EACH UNIT OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH 9. Each Unit Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board of Directors, are reasonably necessary to monitor compliance with this Paragraph 9.

(viii) Each Unit Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Paragraph 9 and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Unit. EACH UNIT OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH UNIT OWNER'S UNIT TO SO COMPLY.

(ix) The Association shall maintain age records on all occupants of Units. The Board of Directors shall, if necessary, adopt additional rules, policies and procedures to monitor and maintain compliance with this Paragraph 9, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to this Paragraph, definitions of single family residences, additional restrictions and enforcement or compliance with law. If the Association

adopts any such rules, the Association shall periodically distribute such rules to Unit Owners and make copies available to Unit Owners, their tenants and Mortgagees upon reasonable request.

(b) Except for units owned by Edwin Warner on Exclusive Use Areas A, B, C and D which may be occupied by such number of persons as is allowed under the City of Northampton ordinances, each Unit is hereby restricted to residential use and shall be occupied by no more than four (4) persons as a single-family residence unless otherwise approved by the unanimous vote of the Board of Directors, of which no more than two may be unrelated individuals.

(c) Overnight guests shall be allowed for reasonable visitation periods not to exceed thirty (30) days of continuous duration nor more than ninety (90) days per calendar year.

(d) Notwithstanding anything to the contrary contained herein, any of the provisions of this Paragraph 9 (except the requirement that a Unit must be occupied by an Eligible Resident or Eligible Spouse and the restriction prohibiting occupancy by persons under twenty one (21) years of age) may be modified or waived by the vote of sixty-seven percent (67%) of the members of the Board of Directors, upon their determination and finding of the existence of a financial, physical or family handicap or hardship.

(e) Notwithstanding anything to the contrary contained herein, any of the provisions of this Paragraph 9, a Unit may be occupied by a licensed home health aide hired to provide assistance to an Eligible Resident based upon a prescribed or diagnosed medical or physical need.

(f) The use of Units and Common Elements is subject to the Declaration, By-laws and the Rules of the Association. Any Unit Owner found by a Massachusetts court to be in violation of the provisions of the Declaration, Bylaws or Rules shall be liable for the reasonable attorneys' fees incurred by the Association in enforcing the same.

(g) For any period during which any Common Expense assessment remains unpaid, or, after Notice and Hearing, for any period not to exceed thirty (30) days, for any infraction of its published Rules, the Board of Directors may suspend the right of a Unit owner and any occupants or residents of a Unit to use Common Elements not necessary to give access to a public street.

(h) The Association may adopt rules and regulations that affect the use or occupancy of Units only to: (1) prevent any use of the Unit which violates the Declaration or the Act; (2) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by the Unit Owners; (3) or restrict the leasing of Units to the extent the rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in condominiums, provided, however, that no such restriction affecting the use or occupancy of a Unit shall be effective unless it has been recorded in the Registry of Deeds for Hampshire County, Massachusetts under the name of the Association as grantor and grantee.

(i) The record keeping policies, rules, procedures and enforcement rights relative to the age 55 years and older requirements as set forth in this Article IX shall not apply to Exclusive Use Areas A, B, C and D. Notwithstanding the proceeding, the Association shall, in exercising its obligations relative to the administration, interpretation and enforcement of rules

established for the purpose of maintaining compliance with statutory and regulating requirements for the Condominium to qualify as "housing for older persons" under the Fair Housing Act, calculate the number of eligible residents occupying the units of the Condominium, as if the two existing Warner units and the two Exclusive Use Common Areas A and C were actually counted against the eighty (80%) percent requirement that at least one resident of a unit be 55 years or older.

Section 9.02 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan as defined under Massachusetts laws.

Section 9.03 - Right of First Refusal.

(a) In the event that a Unit owner, other than units on Exclusive Use Areas A, B, C or D (who shall be exempt from this right of first refusal) or their heirs, successors or assigns receive a bona fide third party offer to purchase or lease their Unit, at such price, and upon such terms and conditions, as the Unit owner or their heirs, successors or assigns are willing to accept, they shall give written notice to the Board of Directors of said offer, including (i) the name and address of the proposed purchaser or lessee; (ii) the offered purchase price; and (iii) the contingencies, terms and conditions contained in said offer, and such other information as the Board of Directors may reasonably require. The giving of such notice shall constitute a warranty and representation by the Unit owner who has received such offer that the offer is a bona fide third party offer in all respects.

(b) The Board of Directors shall have ten (10) days following receipt of the written notice of the third party offer to purchase or lease to exercise the Right of First Refusal to purchase or lease the Unit. The Board of Directors shall give written notice to the Unit owner, from which notice was received, of acceptance of the same price, terms and conditions as set forth in said notice.

(c) In the event the Board of Directors shall elect to purchase such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the attorney for the condominium association on the date which is forty-five (45) days following the exercise of the right of first refusal by the Board of Directors, or the date of closing in the proposed offer from the third party, whichever is later. At the closing, the unit owner, shall convey the same to the Association, or to its designee, by deed in the form required by the Condominium Law of the Commonwealth of Massachusetts with all Massachusetts Stamp Tax paid and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the Unit owner shall execute and deliver to the Board of Directors, or to its designee, the Lease between the offering unit owner, as Landlord, and the Board of Directors, or its designee, as Tenant, covering such Unit on the terms and conditions contained in the original third party offer.

(d) In the event the Board of Directors or its designee shall fail to accept such offer within ten (10) days as aforesaid, the offering Unit owner shall be free to contract to sell such Unit, within sixty (60) days after the expiration of the period in which the Board of Directors might have accepted such offer, to the third party offeror on the terms and conditions set forth in the notice of the offering Unit Owner to the Board of Directors. In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit or to lease such Unit, as the case may be, to the outside offeror on the terms and conditions contained in the third party offer, or if the Unit Owner shall contract to sell or lease his Unit within such sixty (60)

day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit or to lease such Unit, as the case may be, to the same or another third party offeror on the same or other terms and conditions, the offering Unit Owner shall be required again to comply with all the terms and provisions of this Section 9.03.

ARTICLE X

Easements and Licenses

All easements or licenses to which the Condominium is presently subject are recited in Schedule A-I to this Declaration. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VII of this Declaration.

ARTICLE XI

Allocation of Exclusive Use Areas

Declarant has not reserved the right to allocate any additional Exclusive Use Areas to particular Units.

ARTICLE XII

Additions, Alterations and Improvements

Section 12.01 - Additions, Alterations and Improvements to Units by Unit Owners. Except for units on Warner-Exclusive Use Areas A, B, C or D (who shall be allowed to make alterations, additions or improvements to their unit at their sole costs and risk). A Unit Owner:

(a) Except for units on Warner-Exclusive Use Areas A, B, C or D, (whose owners shall be allowed to make alterations, additions or improvements to their units and the Exclusive Use Areas appurtenant thereto at their sole costs and risk,) may make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium; any exterior alterations to a unit must be approved in writing by the Board of Directors which approval will not be unreasonably withheld.

(b) Any other proposed improvements to Units shall be treated as affecting the Common Elements and shall be submitted to the Board of Directors for permission as provided in Section 12.03.

Section 12.02 - Additions, Alterations and Improvements to or Affecting Common Elements by Unit Owners. A Unit Owner:

(a) May not make any improvements or alterations to the interior of his or her Unit that impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(b) May not make any addition, alteration or improvement to, attach anything to or change the appearance of any portion of the Common Elements, or the exterior appearance of any other portion of the Condominium, without permission of the Board of Directors as provided in this Article XII.

Section 12.03 - Approval by Board of Directors.

(a) A Unit Owner may submit a written request to the Board of Directors for approval to do anything that is prohibited or regulated under Section 12.01 and 12.02. The Board of Directors shall answer any written request for such approval, after Notice and Hearing to the applicant and any other Unit Owner who, in the in the sole opinion of the Board of Directors, may be impacted by the proposed improvement or alteration, within sixty (60) days after the request thereof. Failure to grant or refuse to grant approval within such time shall not constitute a consent by the Board of Directors to the proposed action. The Board of Directors shall review requests in accordance with the provisions of its rules.

(b) In acting on any request made under Subsection 12.03(a), the Board of Directors shall observe the requirements and limitations of all applicable laws, ordinances and regulations, including any site plan and special use approval for the development of the Condominium approved by the City of Northampton.

(c) The Board of Directors may approve or deny any such request and may establish time limits and require conditions for its approval of an application under Subsection 12.03(a). These may include, but are not limited to, the following:

(i) That the Unit Owner maintain, repair and replace the addition or alteration or reimburse the Association for the costs of maintenance, repair and replacement.

(ii) That the Unit Owner remove the addition or alteration and restore the property to its prior condition after a certain period of time or upon the happening of a certain event.

(iii) That the Unit Owner indemnify the Association for all loss, cost or expense resulting from the existence of the addition or alteration.

(iv) That the approval and the conditions imposed on the approval be incorporated in a written agreement, signed by the Unit Owner and recorded in the Hampshire County Registry of Deeds.

(d) The Association may require the Unit Owner to pay an application fee, at the time the application is made or at such later time as the Board of Directors determines, to reimburse the Association for its costs in considering and acting on the application including reasonable fees of attorneys and design professionals.

(e) The Board of Directors may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.

Section 12.04 -General Provisions Relating to Additions. Alterations and Improvements by Unit Owners.

(a) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(b) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

(c) The provisions of Sections 12.01, 12.02, and 12.03 shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 12.05 - Additions, Alterations and Improvements by Board of Directors. Subject to the limitations of Sections 17.05 and 17.06 of this Declaration, and excepting Exclusive Use Areas A, B, C and D, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIII

Amendments to Declaration

Section 13.01 -General. Except in cases of amendments that may be executed by the Declarant or Edwin Warner in the exercise of its Development Rights under Section 7.01 or by the Association under Section 11.01, and except as limited by Section 13.04 and Article XVI of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. No amendment may be made which would alter the special permit, site plan approval or requirements of the Zoning Ordinances forming the basis for such permits and approvals without first obtaining approval from the Northampton Planning Commission. In addition, no amendments may be made which adversely affect units sold to Edwin Warner and located on Exclusive Use Areas A, B, C and D or which alter the Exclusive Use Area rights on Exclusive Use Areas A, B, C or D will be effective without the consent of two-thirds (2/3rds) of the Units located on Exclusive Use Areas A, B, C and D.

Section 13.02 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 13.03 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in the Hampshire County Registry of Deeds, and is effective only on recording. An amendment shall be indexed in the grantee's index of the land records in the name of the Condominium and the Association and in the grantor's index of the land records in the name of the parties executing the amendment.

Section 13.04 - When Consent of More Than Sixty-Seven Percent (67%) of The Unit Owners May be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of sixty-seven percent (67%) of the Unit Owners and compliance with the following conditions:

(a) No amendment may prohibit or materially restrict the permitted uses in the Unit or the number or other qualifications of Persons who may occupy Units without a vote or agreement of Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated.

Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

(b) The number of Units which may be created by the Declarant pursuant to Section 4.01 of the Declaration may be increased or reduced and additional Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant, agree to that action. The amendment must identify the Association or other Persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all Persons holding Development Rights or Security Interests in those Development Rights. Notwithstanding the terms of Section 13.03 hereof, such an amendment is effective thirty (30) days after such amendment is recorded and the provisions of the Act have been fulfilled. Notwithstanding the above, the development rights of Edwin Warner to build units on Exclusive Use Areas A and C shall not be reduced without the written consent of Edwin Warner, his heirs, successors and assigns.

(c) No amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:

(i) The owner of a Unit who wishes his or her boundaries to be relocated will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached to the Declaration and, if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Schedule M to the Declaration. The application shall contain such other information as the Board of Directors may reasonably require to evaluate the merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Board of Directors may be required to be paid.

(ii) The amendment will be reviewed by the Board of Directors and such consultants as it feels is necessary.

(iii) If the Board of Directors approves the amendment, it will be submitted to a vote of the Unit Owners at a special meeting called for that purpose. Unless persons entitled to cast at least one hundred (100%) percent of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant, agree to the action, the amendment will not be approved.

(iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the president of the Association pursuant to the resolution of the Board of Directors approving the amendment, attested by the secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the Hampden County Registry of Deeds and be indexed in the name of the Unit Owner as grantee, and the Association as grantor or otherwise as appropriate.

(d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit or change the Allocated Interest of the Unit, in the absence of unanimous consent of the Unit Owners.

(e) If an amendment will concern a matter which prior to the effective date of the amendment to the Declaration formerly required more than an eighty percent (80%) vote of the Unit Owners, the amendment must be adopted by a vote or agreement of the Unit Owners to which eighty percent (80%) or more of the votes in the Association are allocated. Such proposed amendment shall be deemed approved if: (a) Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, vote for or agree to the proposed amendments; (b) no Unit Owner votes against the proposed amendment; and (c) notice of the proposed amendment is delivered to the Unit Owners holding the votes in the Association that have not voted or agreed to the proposed amendment and no written objection to the proposed amendment is received by the Association within thirty (30) days after the Association delivers notice; or (2) Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, vote for or agree to the proposed amendment but at least one (1) unit owner objects and, pursuant to an action brought by the Association in the Superior Court of Massachusetts against all objecting Unit Owners, the court finds that the objecting Unit Owner or Owners do not have a unique minority interest, different in kind from the interests of the other Unit Owners, that the voting requirement of the Declaration was intended to protect.

Section 13.05 - Execution of Amendments. Amendments to this Declaration that are required by the Act to be recorded by the Association and that have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 13.06 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.07 -Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVI.

Section 13.08 -Amendments to Create Units. To exercise any Development Right, the Declarant or Edwin Warner, his successors and assigns, shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant or Edwin Warner shall also record either new Surveys and Plans and/or certifications necessary to conform to the requirements of the Act.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe

any Common Elements and any Exclusive Use Areas created thereby and designate the Unit to which each Exclusive Use Areas are allocated to the extent required by the Act.

ARTICLE XIV

Amendments to By-laws

The Bylaws may be amended only following Notice and Comment to all Unit Owners, by vote or consent of two-thirds (2/3rds) of the members of the Board of Directors at any meeting duly called for such purpose.

ARTICLE XV

Termination

Termination of the Condominium may be accomplished only in accordance with Massachusetts General Laws, Chapter 183A.

ARTICLE XVI

Mortgagee Protection

Section 16.01 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 16.02 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 16.03 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments that is owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer and that remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.04; and

(e) Any judgment rendered against the Association.

Section 16.04 - Consent Required.

(a) Document Changes. Notwithstanding any lesser requirement permitted by this Declaration or the Act and not including any such amendment that may be executed by the Declarant or Edwin Warner, his successors and assigns, in the exercise of its Development Rights under Section 7.01 or Section 13.04(b) or by the Association under Section 11.01, no amendment of any provisions of the Documents set forth in this Section by the Association or Unit Owners described in this Subsection 16.04(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required by the Act) and until approved in writing by at least fifty-one percent (51 %) of the Eligible Mortgagees:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Responsibility for maintenance and repairs;

(iv) Reallocation of interests in the Common Elements or Exclusive Use Areas;

(v) Rights to use Common Elements and Exclusive Use Areas;

(vi) Boundaries of Units except that if an amendment only affects the boundaries of adjoining Units, then only the Eligible Mortgagees holding Security Interests in such Unit or Units and sixty-seven percent (67%) of the Unit Owners must approve such action;

(vii) Convertibility of Units into Common Elements or Common Elements into Units;

(viii) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(ix) Insurance or fidelity bonds;

(x) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xi) Restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xii) Termination of the Condominium after occurrence of substantial destruction or condemnation; and

(xiii) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

(b) Actions. Notwithstanding any lesser requirement permitted by this Declaration or the Act and not including any action that may be exercised by the Declarant or Edwin Warner, his successors and assigns, in the exercise of its Development Rights under Section 7.01 or by the Association under Section 11.01, the Association may not take any of the following actions without the approval of at least fifty-one percent (51 %) of the Eligible Mortgagees or such higher percentage as may be set forth herein:

(i) The conveyance or encumbrance of the Common Elements or any portion thereof as to which an eighty percent (80%) Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Condominium shall not be deemed a conveyance or encumbrance within the meaning of this clause;

(ii) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Documents;

(iii) The termination of the Condominium, for reasons other than substantial destruction or condemnation of the Property, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required

(iv) The alteration of any partition, or creation of any aperture, between adjoining Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(v) The merger of this Condominium with any other Condominium;

(vi) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Condominium, any easements granted by the Declarant pursuant to any exercised Declarant Rights including rights under Section 7.01 hereof and excluding any leases, licenses or concessions for no more than one (1) year; and

(vii) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) The failure of an Eligible Mortgagee to respond within forty-five (45) days to any written request of the Association for approval of an addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 16.05 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 16.06 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer that submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial

statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of such an audit.

Section 16.07 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means at law or in equity, but are not intended to benefit any third party including the Unit Owners or the Association and the provisions of this Article may not be enforced by the Association or any Unit Owner.

Section 16.08 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting that a Unit Owner may attend.

ARTICLE XVII

Assessment and Collection of Common Expenses

Section 17.01 - Definitions of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance, repair, and/or replacement of those Common Elements which the Association maintains;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association;
- (d) Expenses for the services and amenities provided to Unit Owners and other occupants of Units as described in Section 8.1 of the Bylaws, including the provision of services or establishing contractual or other relationships with healthcare and other service providers for the provision of services for the purpose of encouraging wellness and prolonged independence for residents of the Condominium fifty-five (55) years of age or older; providing or hosting activities to enhance the quality of life for such residents; and hosting lectures or discussions on topics of concern to the retired and elderly; and
- (e) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, maintenance, and/or replacement of the Common Elements or any other real or personal property acquired or held by the Association.

Notwithstanding the above units owned by Edwin Warner or his successors and assigns in Exclusive Use Areas A, B, C & D, shall not be assessed for:

- (a) Charges related to Insurance coverage as described in Article 20.02 and 20.03 of the Declaration.
- (b) Charges related to the maintenance, repair or replacement of the Common Areas of the condominium.
- (c) Charges for utilities consumed in Common Areas.
- (d) Charges for accounting or for independent management company to manage the condominium.

- (e) Charges related to expenses for services and amenities provided to Unit Owners and other occupants of units as described in Section 8.1 of the By-Laws.

The Units owned by Edwin Warner, his successors and assigns on Exclusive Use Areas A, B, C & D, on said plan shall be responsible to pay their proportionate share of all charges incurred by the Condominium Association other than listed above.

It is understood that the Units located on Exclusive Use Areas A, B, C & D, shall obtain and pay for their individual Casualty and Liability insurance on their respective units, and shall be responsible for the maintenance, repair and replacement of the landscaping lawns and improvements located on Exclusive Use Areas A, B, C & D, in a good, neat and clean condition at all times. If such areas are not kept in a good, neat and clean condition at all times the Association shall so notify the offending unit owner to conduct such necessary maintenance, repair, or replacement in writing and if such maintenance, repair or replacement is not completed within 10 days, then the Association at its option may do such maintenance, repair or replacement and charge the cost of the same to the offending unit owner as a special assessment.

Section 17.02 - Apportionment of Common Expenses. Except as previously provided and as provided in Section 17.03, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as allocated in Article VIII of this Declaration.

Section 17.03 - Common Expenses Attributable to Fewer Than All Units.

- (a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

- (b) Any Common Expense associated with enforcing a provision of this Declaration, the Bylaws or the Rules shall be assessed against the Unit violating such provision.

- (c) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.

- (d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

- (e) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents or the Act are enforceable as Common Expense assessments.

- (f) Any insurance premium increase attributable to a particular Unit by virtue of activities in, or construction of, such Unit shall be assessed against that Unit.

Section 17.04 -Lien

(a) The Association has a statutory lien on a Unit for any assessment levied against the Unit and for any fine imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act or the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments, based on the periodic budget adopted by the Association pursuant to Section 17.05 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due, provided that, if a Unit Owner subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section neither prohibits the Association from instituting actions to recover sums for which Subsection (a) of this Section creates a lien nor prohibits the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

(g) The Association's lien may be foreclosed in accordance with Massachusetts General Laws, Chapter 183A and Chapter 254.

(h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner pursuant to Massachusetts General Laws to collect all sums alleged to be due from the Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.05 of this Declaration.

(i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit that became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 17.04(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 17.05 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting two-thirds (2/3rds) of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors .

Section 17.06 - Ratification of Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 17.03 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 17.05.

Section 17.07 - Certificate of Payment of Common Expense Assessments. Upon written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board of Directors, and on every Unit Owner.

Section 17.08 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 17.02 and 17.03 shall be payable in equal monthly installments due on the first (1st) day of each month.

Section 17.09 - Acceleration of Common Expense Assessments . In the event of a default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for that Unit for the then current fiscal year to be immediately due and payable.

Section 17.10 - Commencement of Common Expense Assessments . Common Expense assessments shall begin on the first (1st) day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 17.11 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements, or by abandonment of the Unit against which the assessments are made.

Section 17.12 - Personal Liability of Unit Owners. The owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 17.13 – Notwithstanding the provisions set forth above, common expense assessments shall not be assessed against Edwin Warner, his heirs, successors and assigns, in connection with the ownership and development rights associated with Exclusive Use Areas A, B and C unless and until the said Edwin Warner exercises said development rights by submitting an amendment to create new units as provided in Section 12 of this Declaration.

ARTICLE XVIII

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XIX

Persons and Units Subject to Documents

Section 19.01 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed, the exercise of any incident of ownership, the entering into of a lease, or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, mortgagee, tenant or occupant, and all such provisions recorded in the Hampshire County Registry of Deeds are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 19.02 - Adoption of Rules. The Board of Directors may, subject to Notice and Comment, adopt Rules regarding the use and occupancy of Units, Common Elements and Exclusive Use Areas and the activities of occupants.

ARTICLE XX

Insurance

Section 20.01 - Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in Sections 20.02 and 20.03 of this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their last known addresses.

Section 20.02 - Liability Insurance.

(a) Liability Insurance, including medical payments insurance, shall be maintained in an amount determined by the Board of Directors, but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, repair, maintenance, or replacement of the Common Elements.

(b) Other Provisions. Insurance policies carried pursuant to this Section shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.

(ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household.

(iii) No act or omission by any Unit Owner, unless such act or omission is within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

(v) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and to the last known address of each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued.

Section 20.03 - Property Insurance.

(a) The Association shall obtain property insurance covering:

(i) the project facilities (which are not part of a unit), but excluding all units owned by Edwin Warner, his successors and assigns (each of those units must obtain their own casualty insurance) land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

unit owners will be responsible to carry casualty insurance covering their units for the full replacement costs thereof at their sole expense

(ii) all personal property owned by the Association.

(b) Amounts. Insurance policies obtained pursuant to this Section shall insure:

(i) the project facilities except for units owned by Edwin Warner, his successors and assigns, for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date; and

(ii) all personal property owned by the Association for an amount equal to its actual cash value.

The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing the actual cash value of such personal property, and the cost of such appraisal shall be a Common Expense.

(c) Risks Insured Against. Insurance policies obtained pursuant to this Section shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies obtained pursuant to this Section shall, to the extent reasonably available, contain the following provisions:

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

(ii) No act or omission by any Unit Owner, unless such act or omission is within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance;

(iv) Loss shall be adjusted with the Association;

(v) Insurance proceeds shall be paid to the Association and shall be held in trust by the Association for each Unit Owner and such Unit Owner's mortgagee;

(vi) The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, and to the last known address of each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued.

(vii) The name of the insured shall be substantially as follows:

Bear Hill Estates Senior Condominium Association for the use and benefit of the individual Unit Owners.

Section 20.04 - Fidelity Bonds. The Association shall obtain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or any authorized designee thereof at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Association, to each holder of a Security

Interest in a Unit and to each servicer of a Security Interest on a Unit before the bond can be cancelled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days' notice shall be required.

Section 20.05 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit and a unit owner is responsible to obtain insurance covering each unit owner's unit.

Section 20.06 -Workers' Compensation Insurance. The Board of Directors shall obtain and maintain any Workers ' Compensation Insurance necessary to meet the requirements of the laws of the Commonwealth of Massachusetts.

Section 20.07 - Directors' and Officers' Liability Insurance. The Board of Directors shall obtain and maintain directors' and officers' liability insurance covering all of the Directors and officers of the Association in such limits as the Board of Directors may, from time to time, determine.

Section 20.08 - Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 20.09 - Premiums. Insurance premiums and, deductibles, if any, shall be a Common Expense, except Casualty and Liability insurance which will not be assessed to Edwin Warner's units or any units existing on Exclusive Use Areas A, B and C and with respect to units on Exclusive Use Area D for so long as the unit on Exclusive Use Area D is owned by Warner or his lineal descendants.

ARTICLE XXI

Damage to or Destruction of Property

Section 21.01 - Duty to Restore. Any portion of the Property for which insurance is required by law or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless

- (a) The Condominium is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Exclusive Use Areas that will not be rebuilt, vote not to rebuild.

Section 21.02 - Cost. The cost of repair or replacement in excess of insurance proceeds, if any, shall be a Common Expense.

Section 21.03 -Plans. The Common Elements must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 21.04 -Replacement of Less Than Entire Property .

(a) Any insurance proceeds attributable to damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

(b) Except to the extent that other persons will be distributees,

(i) the remainder of the proceeds shall be distributed to all of the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

(c) If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated by the vote of all Unit Owners and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 21.05 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders as their interests may appear. Subject to the provisions of Section 21.01, the proceeds shall be disbursed first for the repair or restoration of the damaged Property; and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated.

Section 21.06 - Certificates by the Board of Directors. A trustee, if any, may rely on the following certificates made in writing by the Board of Directors:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 21.07 - Certificates by Attorney. If payments are to be made to Unit Owners or mortgagees, the Board of Directors shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of Hampshire County Registry of Deeds from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXII

Rights to Notice and Comment; Notice and Hearing

Section 22.01 - Right to Notice and Comment. Before the Board of Directors amends the By-laws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed

action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 22.02 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or through a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.03 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIII

Board of Directors

Section 23.1 - Minutes of Board of Directors Meetings. The Board of Directors shall permit any Unit Owner to inspect the Minutes of Board of Directors meetings during normal business hours. The Minutes shall be available for inspection within forty-five (45) days after any such meeting.

Section 23.2 - Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

- (a) Adopt and amend the Bylaws and Rules;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Condominium;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements subject to the provisions of Massachusetts General Law Chapter 183A to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property;

(k) Grant easements, leases, licenses and concessions through or over the Common Elements subject to Massachusetts General Laws Chapter 183A;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Exclusive Use Areas and for services provided to Unit Owners and other occupants of Units;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, and the Bylaws, Rules of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to this Declaration, or statements of unpaid assessments ;

(o) Provide for the indemnification of the Association's officers and Board of Directors and maintain directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments and borrow monies on such terms as the Board of Directors deems advisable and to secure such borrowings with liens on the assets of the unit owners association;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise all other powers that may be exercised in the Commonwealth of Massachusetts by legal entities of the same type as the Association;

(s) Exercise any other powers necessary and proper for the governance and operation of the Association;

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing a committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within

forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting; and

(u) By rule or regulation, require that disputes between the Board of Directors and Unit Owners or between two or more Unit Owners regarding the Condominium must be submitted to nonbinding alternative dispute resolution in the manner described in the rules and regulations as a prerequisite to commencement of a judicial proceeding.

Section 23.3 - Board of Directors Limitations. The Board of Directors may not act on behalf of the unit owners to amend this Declaration, to terminate the Condominium or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

Section 23.4 - Rules and Regulations Affecting Use and Occupancy of Units. The Association may adopt rules and regulations that affect the use or occupancy of Units to:

- (a) prevent any use of a Unit which violates the Declaration or the Act;
- (b) regulate any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other units or Common Elements by other Unit Owners.

Section 23.5 - Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may: (a) exercise directly against the tenant the powers described herein, (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenants for a violation which the Unit Owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under Massachusetts law.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

ARTICLE XXIV

Condemnation

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Massachusetts General Laws.

ARTICLE XXV

Miscellaneous

Section 25.01 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Documents nor the intent of any provision thereof.

Section 25.02 - Gender. The use of the masculine gender refers to the masculine, feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires .

Section 25.03 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

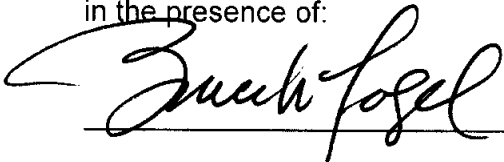
Section 25.04 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in the event of the invalidity of a provision of the Documents, all of the other provisions of the Documents shall continue in full force and effect.

Section 25.05 - Conflict. The Documents are intended to comply with the requirements of the Massachusetts General Laws. In the event of any conflict between the Documents and the provisions of said statute, the provisions of the statute shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 25.06 - Indemnification. The parties have set forth herein their intention to exclude from the 55 years or older requirements of "housing for older persons" the Exclusive Use Areas identified on the Plan as Exclusive Use Areas A, B, C and D. As to Exclusive Use Areas A, B and C, the exclusion from the 55 years and older requirements shall be permanent. It is the further intention of the parties that Edwin Warner, for good and valuable consideration, shall have the exclusive right to develop two additional units on said Exclusive Use Areas A and C. Notwithstanding the provisions set forth in this paragraph and in this Declaration generally, if following the submission of the premises to the provisions of G>L. Ch. 183A, the Association and/or the Unit owners commence a claim or action challenging the development rights conveyed to the said Edwin Warner herein, then for all intents and purposes, such claim or action if successfully prosecuted, shall be considered a "taking" and the said Edwin Warner, his heirs, successors and assigns, shall be entitled to just and fair compensation from the prevailing party for such taking. The Condominium Association shall, and does hereby indemnify and hold harmless the said Edwin C. Warner, his heirs, successors and assigns, from any and all damages, claims and actions arising from such challenge.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 22nd day of January, 2008.

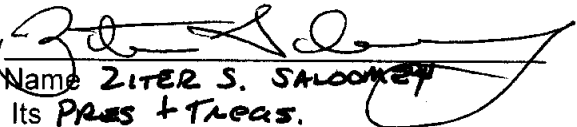
Signed, Sealed and Delivered
in the presence of:



DECLARANT:

BRIDGE ROAD, LLC

BY: Salomey Development, Inc - Member

By 
Name ZITER S. SALOMEY
Its PRES + TREAS.
Duly Authorized

By _____

~~Name~~

~~XXXX~~

~~Duly Authorized~~

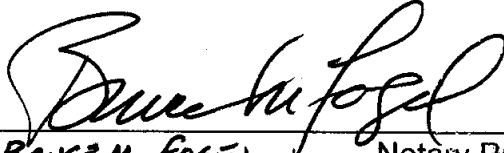
~~HAMPSHIRE~~
~~Hampden, ss.~~

COMMONWEALTH OF MASSACHUSETTS

January 22, 2008

On this 22nd day of January, 2008, before me, the undersigned Notary
 Public, _____ personally appeared
ZITTE J. SALOOMEY

proved to me through satisfactory evidence of notification, which was
Personal Knowledge to be the person whose name is signed on the
 preceding or attached document and acknowledged to me that he/she signed it
 voluntarily for its stated purpose.


BRUCE M. FOGEL Notary Public
 My commission expires: 10/11/13

~~COMMONWEALTH OF MASSACHUSETTS~~

~~Hampden, ss.~~

~~_____, 2008~~

~~On this _____ day of _____, 2008, before me, the undersigned Notary
 Public, _____ personally appeared~~

~~proved to me through satisfactory evidence of notification, which was
 _____ to be the person whose name is signed on the
 preceding or attached document and acknowledged to me that he/she signed it
 voluntarily for its stated purpose.~~

~~_____
 Notary Public
 My commission expires:~~

EXHIBIT "A"

The land in Northampton, Hampshire County, Massachusetts, shown on a Plan entitled "Site Plan for Bear Hill Estates Senior Condominium in the City of Northampton, Massachusetts, Surveyed for Bridge Road, LLC Scale 1" = 60' Dated June 2, 2006 Heritage Surveys, Inc. ..." which plan is recorded in the Hampshire County Registry of Deeds in Book of Plans 211, Page 50 said parcel being more particularly described as follows:

Bounded

- | | |
|---------------|---|
| Southerly | by Bridge Road Five Hundred Fifty-Nine and 14/100 (559.14) feet; |
| Southwesterly | by land of the Massachusetts Electric Company as shown on said Plan Six Hundred Four and 68/100 (604.68) feet; |
| Southwesterly | by land of The United States of America as shown on said Plan a total distance of Seven Hundred Twenty-Nine and 80/100 (729.80) feet; |
| Northerly | by land of The United States of America on land of Board of Trustees of Smith Vocational Agricultural High School as shown on said Plan a total distance of One Thousand One Hundred Ninety-Seven and 76/100 (1,197.76) feet; |
| Easterly | by the City of Northampton as shown on said Plan Five Hundred and 00/100 (500.00) feet |
| Northerly | by the City of Northampton as shown on said Plan Fifty (50.00) feet; |
| Easterly | by the City of Northampton as shown on said Plan Two Hundred Sixty-Seven and 72/100 (267.72) feet; |
| Northerly | by the City of Northampton as shown on said Plan, One Hundred Thirty and 00/100 (130.00) feet; |
| Easterly | by the City of Northampton as shown on said Plan, Four Hundred Twenty-Five and 23/100 (425.23) feet; |

EXHIBIT "A" CONTINUED

1. Agreement by and between Bridge Road, LLC, John Chakalos and Edwin Warner dated July 10, 2006 and recorded as aforesaid in Book 8791, Page 48.
2. Conservation Restriction and Easement by Bridge Road, LLC dated July 12, 2006 and recorded as aforesaid in Book 8791, Page 28 as shown on Book of Plans 211, Page 512
3. Planning Board Decision issued by the City of Northampton dated March 31, 2005 and recorded as aforesaid in Book 8694, Page 219 on April 27, 2006.
4. Easement rights granted Massachusetts Electric Company under instrument dated September 21, 2006 and recorded as aforesaid in Book 8924, Page 312.
5. Easement rights granted Verizon New England, Inc. under instrument dated November 20, 2006 and recorded as aforesaid in Book 8972, Page 65.
6. Easement for sewer purposes dated August 11, 1949 and recorded in the Hampshire County Registry of Deeds in Book 1055, Page 83.

EXHIBIT "B"

BEAR HILL ESTATES SENIOR CONDOMINIUM

| Unit No. | Phase No. | Unit Type | Percentage Interest Phase II | Minimum percentage after last phase |
|----------|-----------|-----------|------------------------------|-------------------------------------|
| 1 | | B | | 2.13 |
| 2 | | B-R | | 2.13 |
| 3 | | A | | 2.59 |
| 4 | | C | | 2.05 |
| 5 | | D | | 2.16 |
| 6 | | B | | 2.13 |
| 7 | | C | | 2.05 |
| 8 | II | D | 13.84 | 2.16 |
| 9 | | A | | 2.59 |
| 10 | | A-R | | 2.59 |
| 12 | | B | | 2.13 |
| 13 | | B-R | | 2.13 |
| 14 | II | A | 17.44 | 2.59 |
| 15 | II | A-R | 17.44 | 2.59 |
| 16 | II | B | 14.34 | 2.13 |
| 17 | | B-R | | 2.13 |
| 18 | | A | | 2.59 |
| 19 | | A-R | | 2.59 |
| 20 | | B | | 2.13 |
| 21 | | C | | 2.05 |
| 22 | | D | | 2.16 |
| 23 | | C | | 2.05 |
| 24 | | D | | 2.16 |
| 25 | | C | | 2.05 |
| 26 | | D | | 2.16 |
| 27 | | C | | 2.05 |
| 28 | | D | | 2.16 |
| 29 | | A | | 2.59 |
| 30 | | B | | 2.13 |
| 31 | | D | | 2.16 |
| 32 | | B | | 2.13 |
| 33 | | C | | 2.05 |
| 34 | | A | | 2.59 |
| 35 | | C | | 2.05 |
| 36 | | C | | 2.05 |
| 37 | | B-R | | 2.13 |

| | | | | |
|--------|---|---|-------|-------|
| 38 | | A | | 2.59 |
| 39 | | C | | 2.05 |
| 40 | | D | | 2.16 |
| 41 | | D | | 2.16 |
| 42 | | A | | 2.59 |
| 43 | | A | | 2.59 |
| Unit B | I | | 22.01 | 3.30* |
| Unit D | I | | 14.93 | 2.25* |

*The above numbers do not reflect a possible reduction if Edwin Warner should add two additional units as reserved to Edwin Warner in the Master Deed.

*The Sponsor reserves the right to change the designation of the types of Units which have not been built or phased into the Condominium which may have an effect on the final percentage interest of Units.

BEAR HILL ESTATES

Cottage Description

Kitchens:

- Oak raised panel cabinets
- Formica counter tops with 4 inch backsplash
- GE self-cleaning electric range with overhead exhaust fan
- GE dishwasher
- GE 16 cubic feet frost-free refrigerator
- Garbage disposal
- Overhead lighting above sink and drop down light over kitchen dining area
- Stainless double-bowl sinks with single lever operator and spray
- Solid oak floors with three coats of urethane

Baths and Laundry

- Ceramic tile floor in all baths and laundry
- Bathroom mirrors
- Once piece 50" fiberglass tub with shower or one piece 50" fiberglass walk-in shower with seat
- Standard shower or tub enclosures
- Anti-scald valves on tubs and showers
- Gerber toilets
- Solid surface sinks and counters

Standard Inside Features

- 8' cellar ceilings
- 8' first floor level ceilings
- Unfinished second floor, rough framed to 8' high ceilings
- Lighted closets
- 4" window and door trim
- 6" base trim
- Doors, 6 paneled solid core masonite with lever handles
- Painted walls, doors and trim, eggshell white
- Overhead lighting in hallways, kitchen, bathrooms, bedroom, closet, chandelier in dining room, over bathroom mirrors, garage and cellar way
- Cellar to have standard keyless fixtures
- Telephone and cable outlets
- Hardwired smoke detectors per local code
- Gas-fired, humidity controlled, high efficiency warm air system

- Central air-conditioning
- Gas-fired, high efficiency 40 gallon hot water heater
- Wall-to-wall carpeting in bedrooms
- Living, dining, entry way, halls and kitchen, solid oak floors with three coats urethane
- Interior walls and ceilings, ½ “ sheetrock, all sheetrock to have three coats compound and taped
- Ceilings in garage to be spray-textured finish
- All other ceilings to be smooth paint
- Ground fault circuits in kitchen, bathrooms, cellar, front and rear porches and garage
- Front doorbells with chimes

Standard Exterior Features

- Poured concrete cellar walls, 10” thick
- Poured concrete cellar floors and garages, 4” thick
- Exterior walls to be wood-framed
- All floors to be wood-framed
- All roofs to be wood-framed
- 2-car garages with insulated steel, raised paneled automatic door openers
- Pella low E tilt-in windows and grills with screens
- Vinyl siding and trim
- Stone veneer at entrance elevation
- Architectural roof shingles
- Aluminum seamless gutters and downspouts connected to storm drain system
- Concrete front walks
- Bituminous concrete driveways
- 125 amp electric service with breakers
- Variety of plants, shrubs and trees with weed bed liner and mulch, sod in front and side with seeded yard
- Main entrance overhead porch light
- Front entry porch and rear deck
- Exterior side lights on overhead doors
- Rear porch light
- Lawn irrigation system
- Frost free front and rear faucets
- Level entry for front entrance
- Insulated steel door
- Insulated outside walls
- Outside post light

Utilities

- City water
- City sewer
- City gas
- Telephone and cable
- Streetlights
- All utilities underground

BEAR HILL ESTATES SENIOR CONDOMINIUM

LEGAL DESCRIPTION OF UNITS D AND B

UNIT D

Two story home with full basement.

First Floor consists of a two-car garage, porch, foyer, living room, dining room, kitchen, dinette, family room, lavatory, laundry room and stairway to second floor. Access to common areas through front door to porch; through garage doors to driveway, from sliding doors in family room to concrete patio and from laundry room to stoop.

Basement consists of a full basement with no access to common areas.

Second Floor consists of a hallway, three bedrooms with closets, two full bathrooms, hall linen closet and closet. No access to common areas from second floor.

The Unit has an undivided interest of 61% and the exterior of the Unit is shown on the Plans filed herewith.

The Unit has 2,071 square feet of space.

UNIT B

Two bedroom primary residence and one bedroom accessory apartment unit; two floors with partial basement.

Primary Residence

First Floor consists of a dining room, living room, kitchen, foyer, study, mudroom/laundry room, study and a stairway to second floor and closet in living room and dining room, lavatory off kitchen, hallway, lavatory off hallway, storage/garage and open shed. Access to common areas through door in foyer, door in dining room and door in mudroom/laundry room. Also, access to common areas is through hallway to open shed and from mudroom/laundry room to porch and from shed.

Second Floor consists of two bedrooms with closets, full bathroom and a hallway. There is no access to common areas from second floor.

Basement consists of a full basement with access to common areas from hatchway.

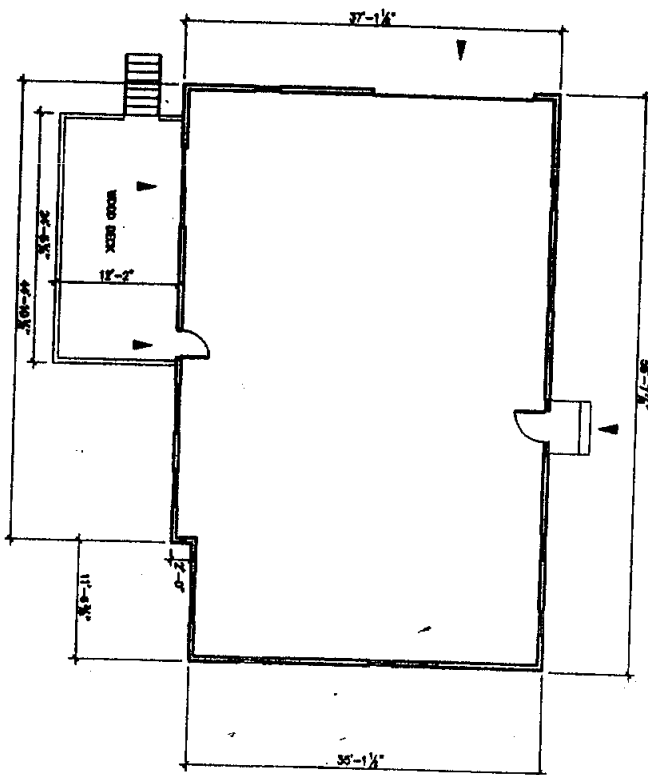
Accessory Apartment Unit

First Floor also consists of one bedroom, combination kitchen/living area, combination bathroom/laundry room and a car-port.

Access to common areas is from the car-port.

Said Units contain a total undivided 39% interest in the common areas and facilities.

The Units have a total of 3,059 square feet of space.



APPROX. AREA (SQ. FT.)
TOTAL: 2,071 S.F.

The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, area and dimensions, main entrance, and immediate common area to which it has access as built.

DATE 6/8/2006

CARLSON & SCHMITT ARCHITECTS, INC.

Charles T. Schmitt
Charles T. Schmitt

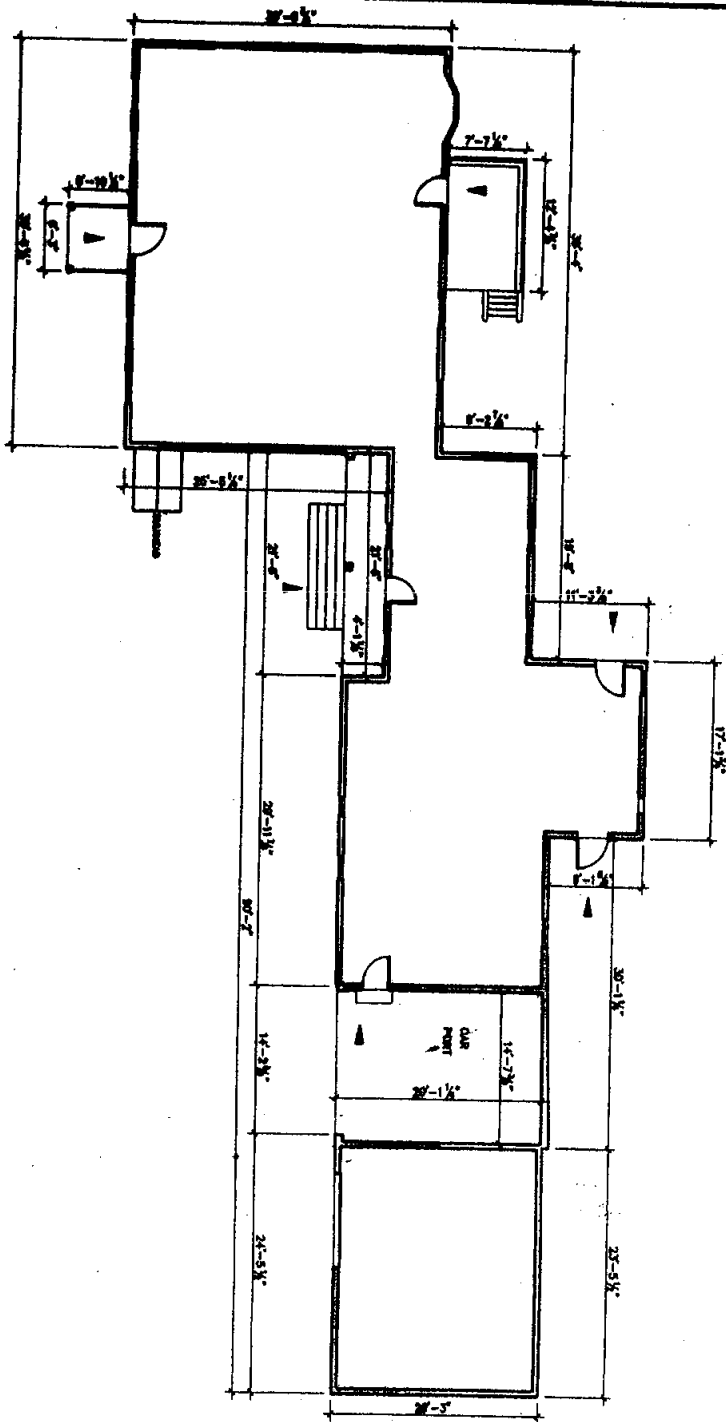


FLOOR PLAN OF BEAR HILL ESTATES SENIOR CONDOMINIUMS
20 BRIDGE ROAD - UNIT D
NORTHAMPTON, MA

SCALE: 0' 4' 8' 20' 40'



Carlson & Schmitt Architects, Inc.
1 North and South Roads Northampton, MA 01061
Tel: (413) 253-1111 Fax: (413) 253-1112



APPROX. AREA (SQ. FT.)
TOTAL: 3,054 S.F.

DATE: 6/8/2006

The undersigned certifies that this plan shows the unit designation of the unit being conveyed and immediately adjoining units, and that they fully and accurately depict the layout of the unit, its location, area and dimensions, main entrance, and immediate common area to which it has access or built.

CARLSON & SCHMITT ARCHITECTS, INC.

Charles T. Schmitt
Charles T. Schmitt




FLOOR PLAN OF BEAR HILL ESTATES SENIOR CONDOMINIUMS
34 BRIDGE ROAD - UNIT B
NORTHAMPTON, MA



Carlson & Schmitt Architects, Inc.

1 South Main Street, Northampton, MA 01060
Tel: 413/253-1111 Fax: 413/253-1112

SCALE: 0 10 20 40'



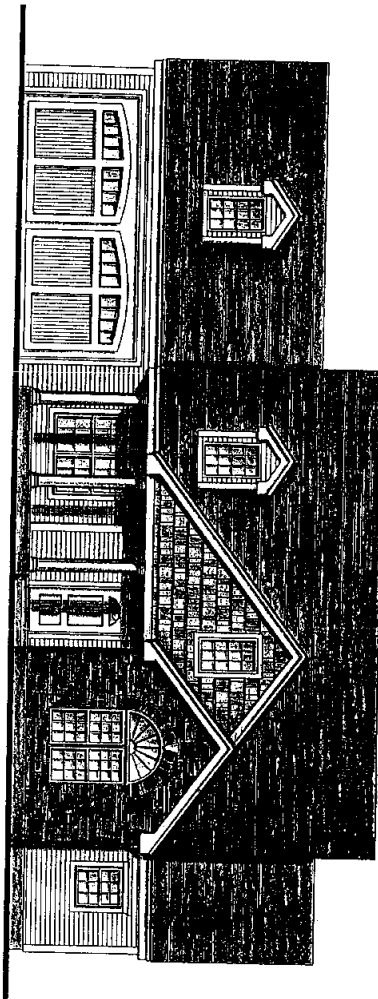
The
Berkshire
Design
Group, Inc.

*Land Use
Overall Plan*

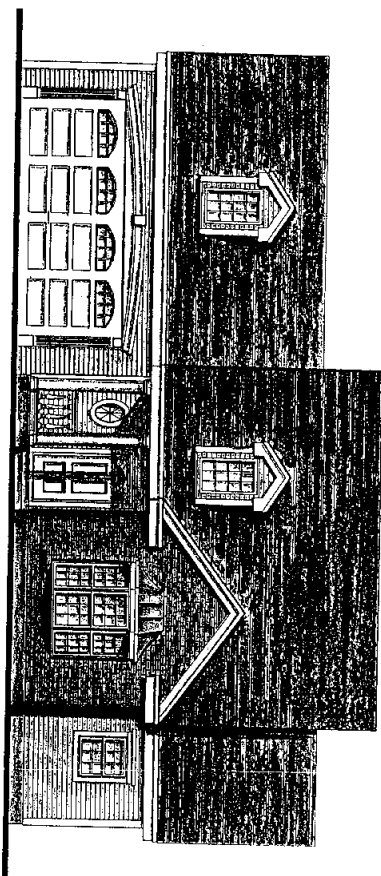
Bear Hill Estates
Bride Road
Northampton, Massachusetts

**An
Open Space
Residential
Development**

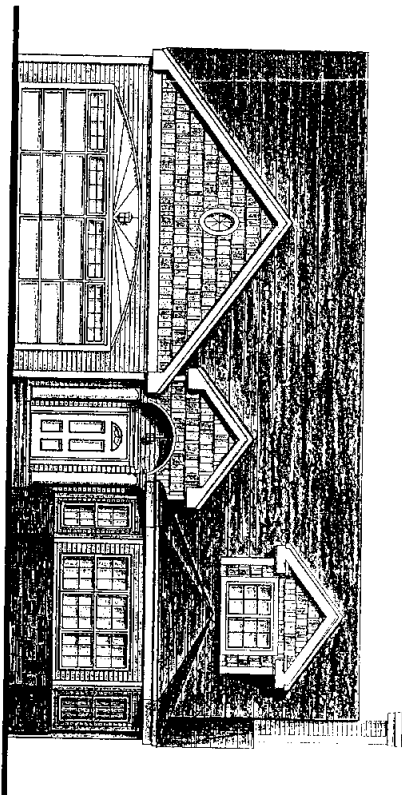
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UNIT A FRONT ELEVATION
SCALE: 1/8"=1'-0"



UNIT B FRONT ELEVATION
SCALE: 1/8"=1'-0"



UNIT C FRONT ELEVATION
SCALE: 1/8"=1'-0"

BEAR HILL ESTATES
MARK WARNER DRIVE
NORTHAMPTON, MASSACHUSETTS

FRONT ELEVATIONS

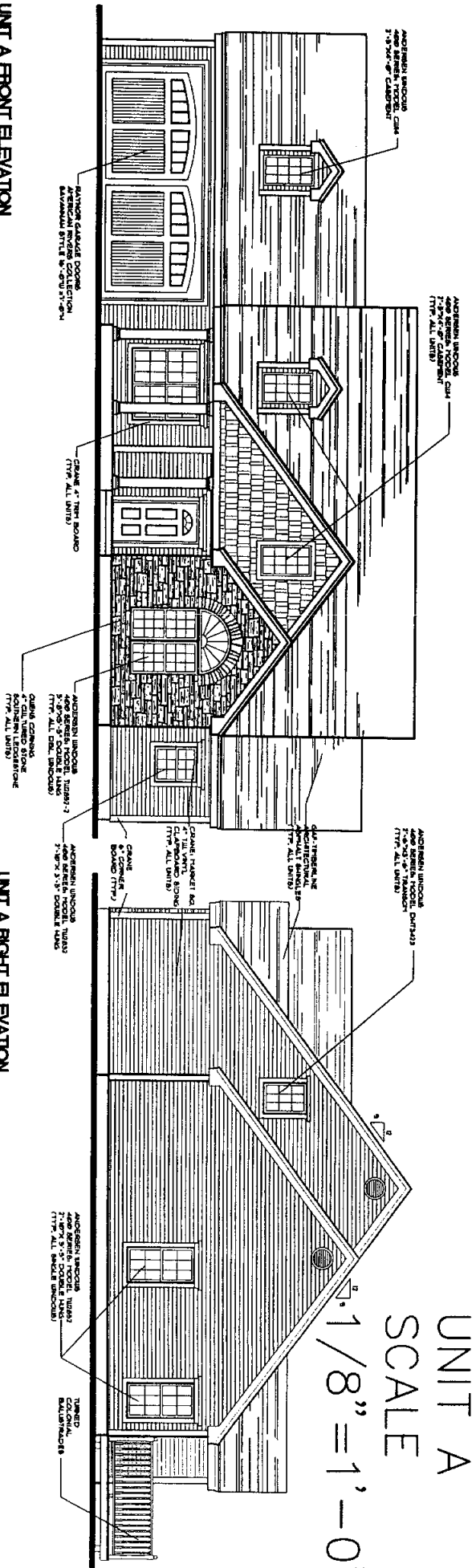
MBH
MICHAEL B. BERNARD ARCHITECTS, LLC
ARCHITECT
1000 State Street
Northampton, MA 01060
Tel: 413.251.1900
Fax: 413.251.1902
Email: info@mbharchitects.com

DWG. NO. 03/19/02
SCALE: 1/8"=1'-0"
PROJECT NUMBER: 20/17
SHEET NO. 05

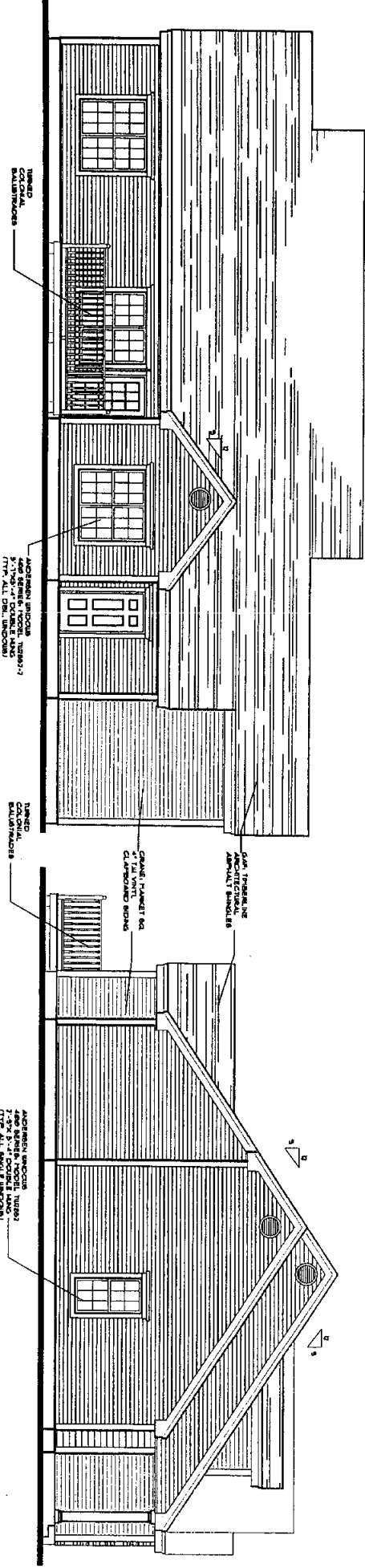
PA-0

UNIT A
SCALE
 $1/8" = 1'-0"$

UNIT A FRONT ELEVATION
SCALE: 1/8"=1'-0"



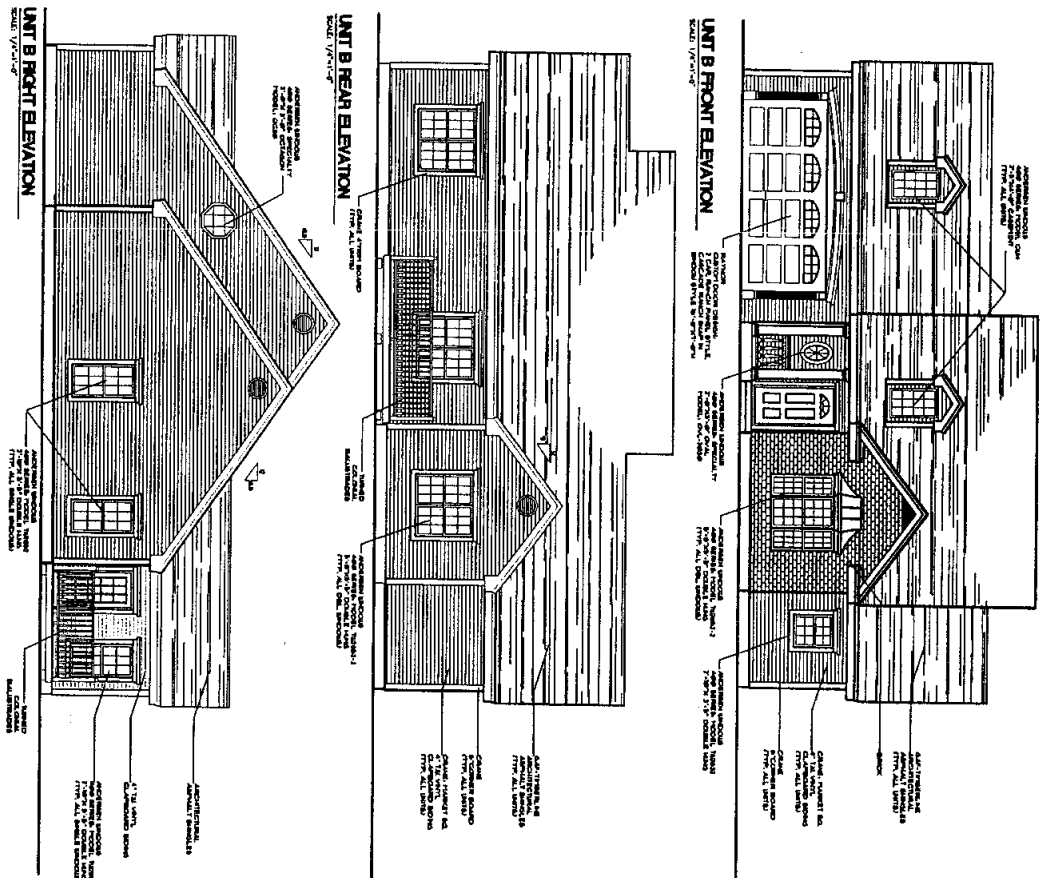
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UNIT A REAR ELEVATION
SCALE: 1/8"=1'-0"

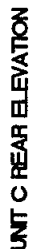
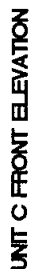
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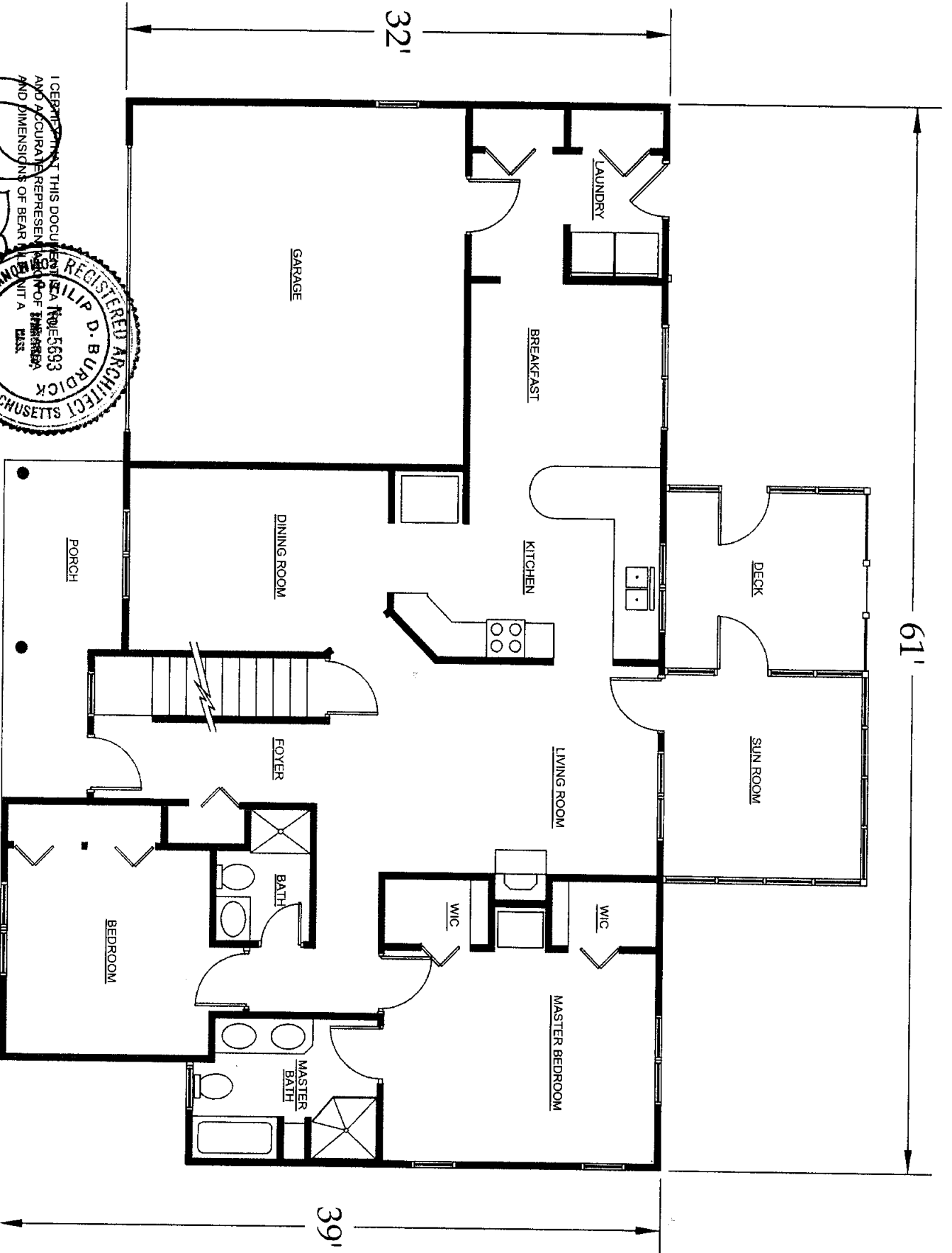




UNIT B
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PROGRESS PRINT
03/19/85

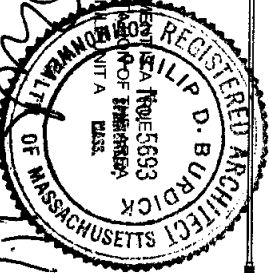




I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE AREA AND DIMENSIONS OF BEAR UNIT A.

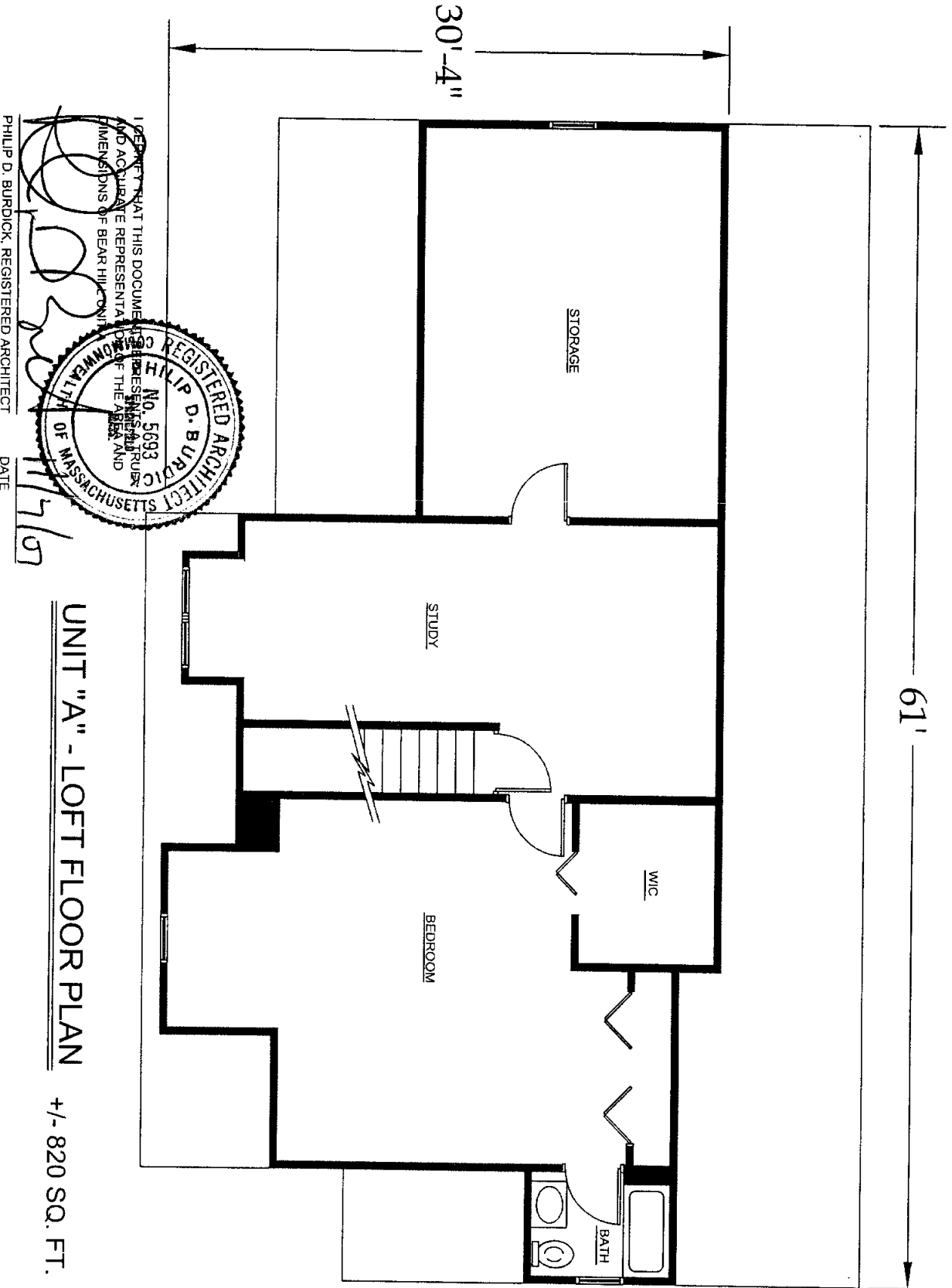
PHILIP D. BURDICK, REGISTERED ARCHITECT

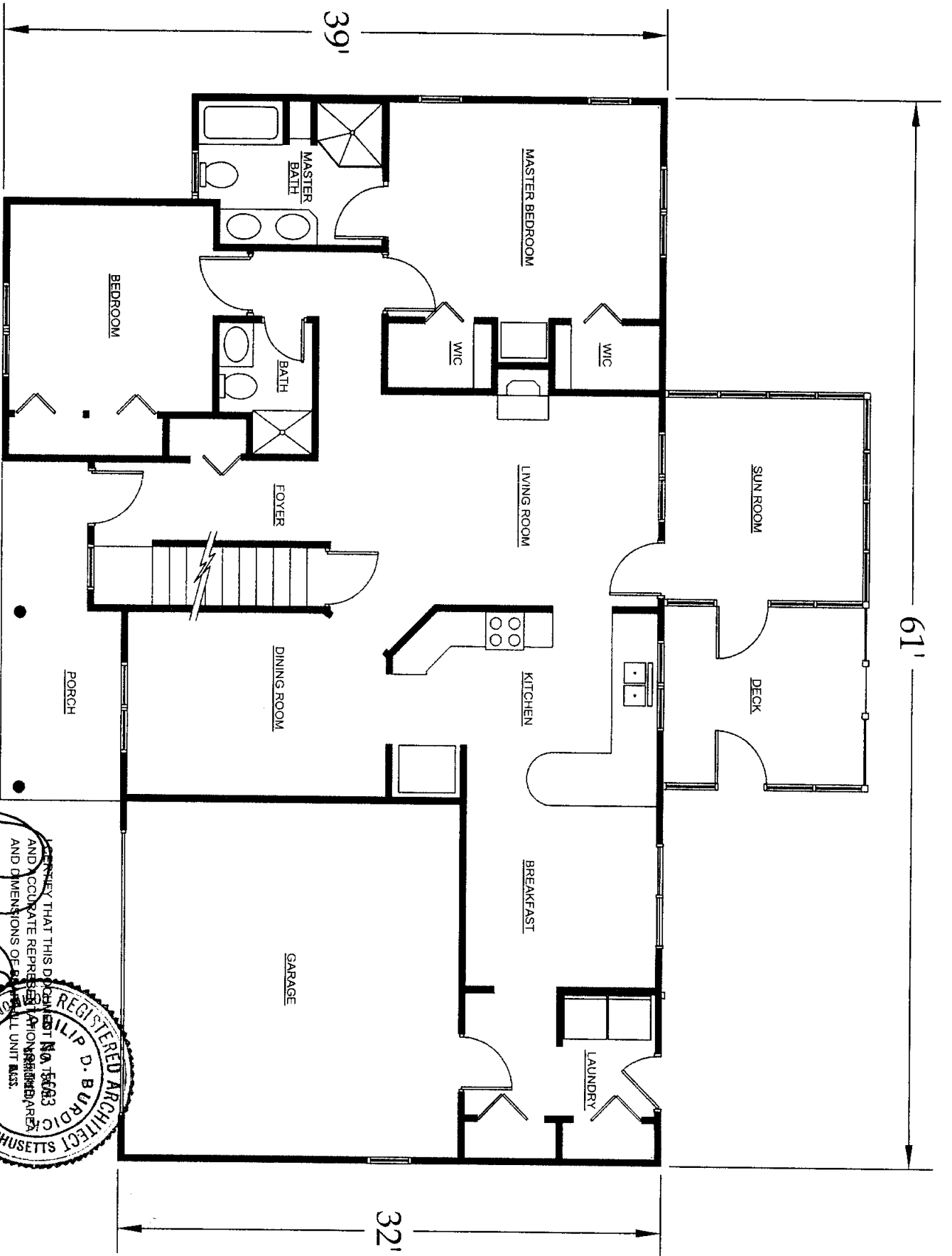
DATE 11/07/07



UNIT "A" - FIRST FLOOR PLAN

+/- 1600 SQ. FT.





UNIT "A-R" - FIRST FLOOR PLAN

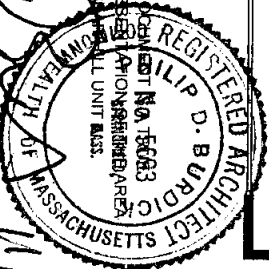
+/- 1600 SQ. FT.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE AREA AND DIMENSIONS OF ALL UNIT AREAS.

PHILIP D. BURDICK, REGISTERED ARCHITECT

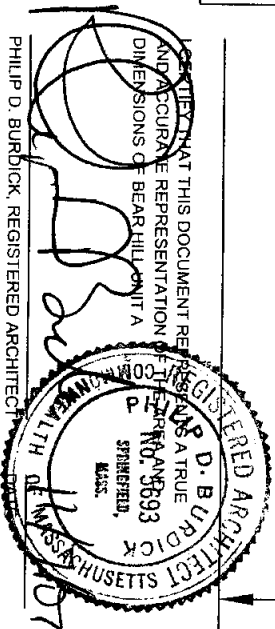
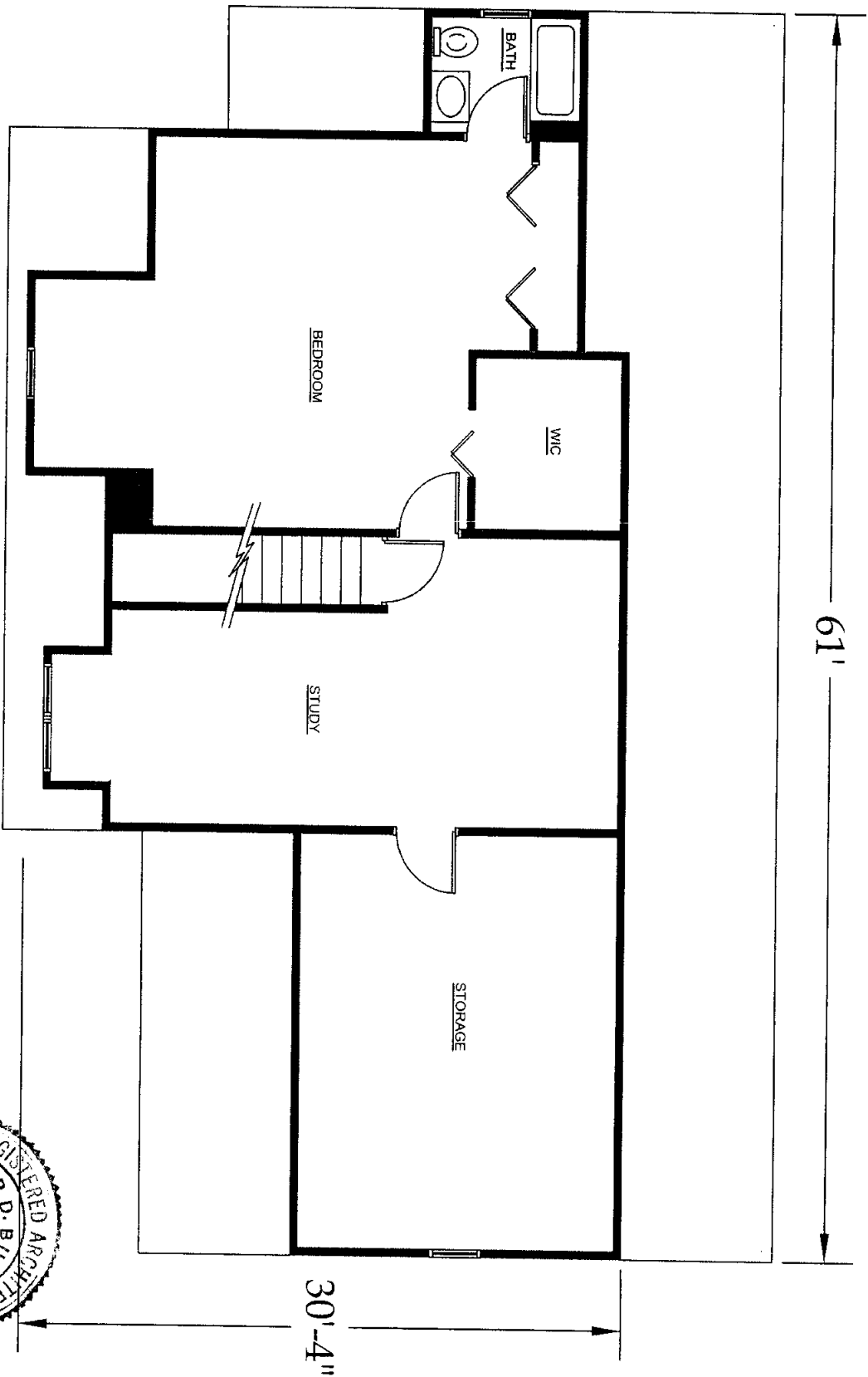
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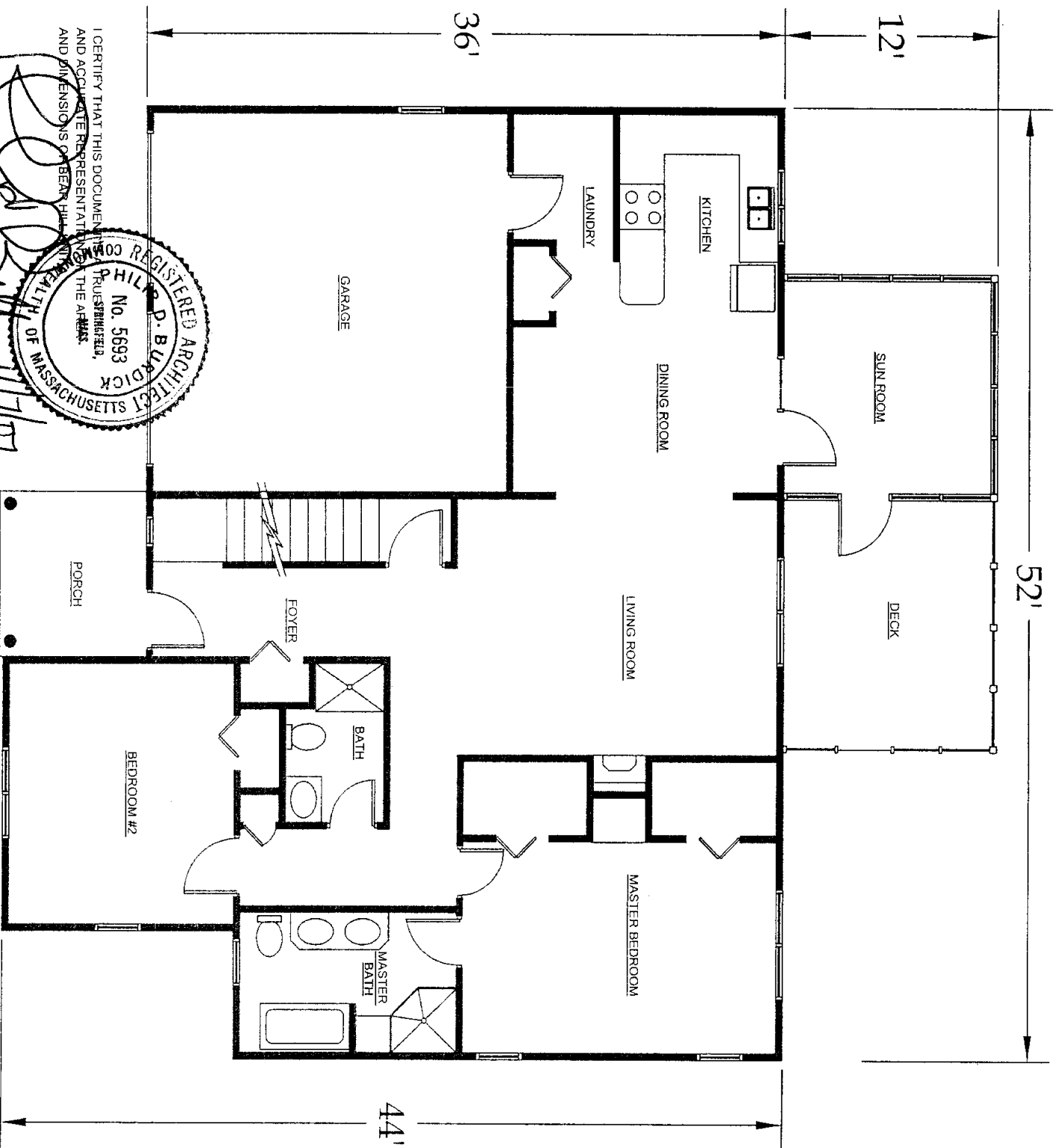
11/4/07



UNIT "A-R" - LOFT FLOOR PLAN

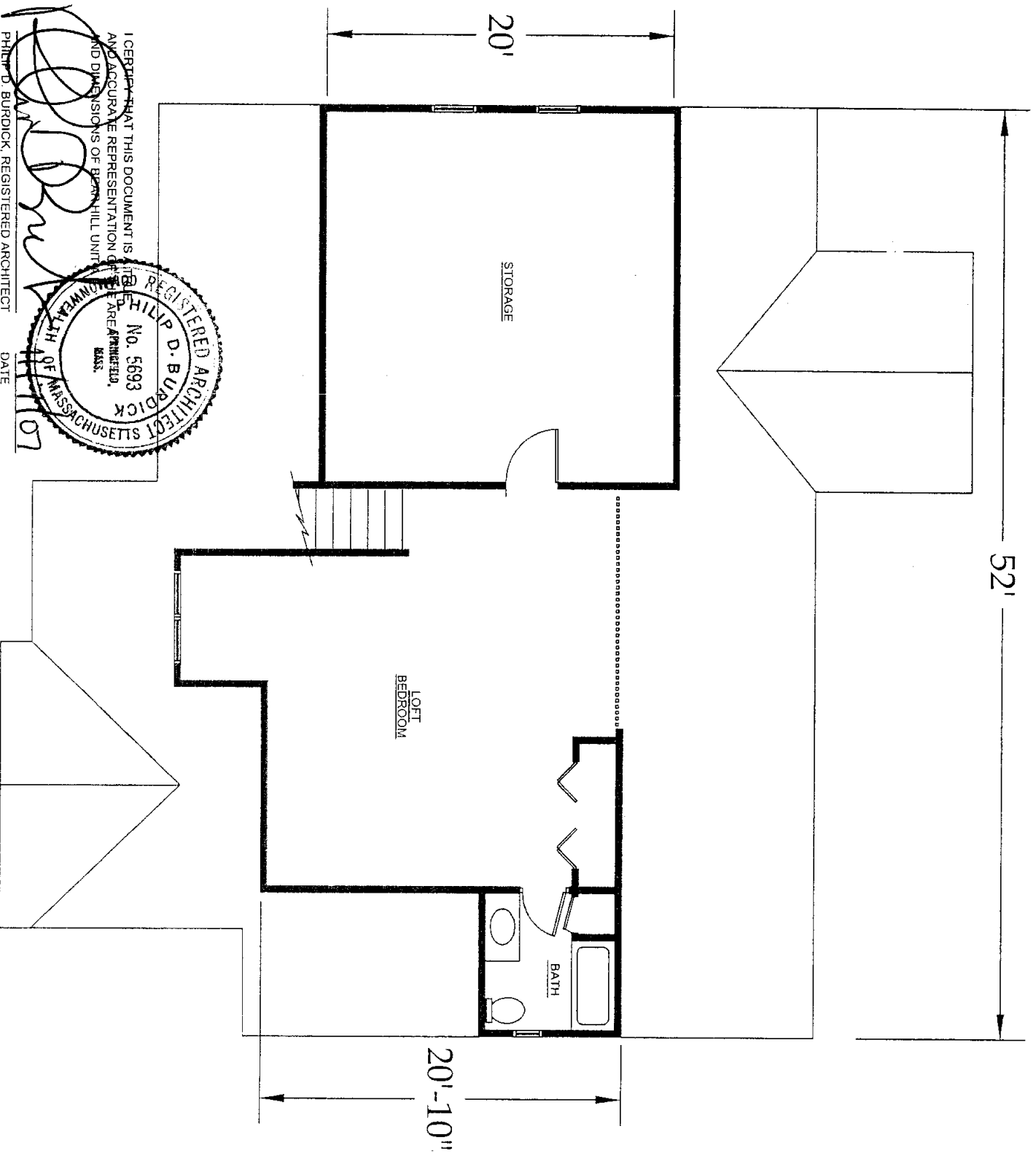
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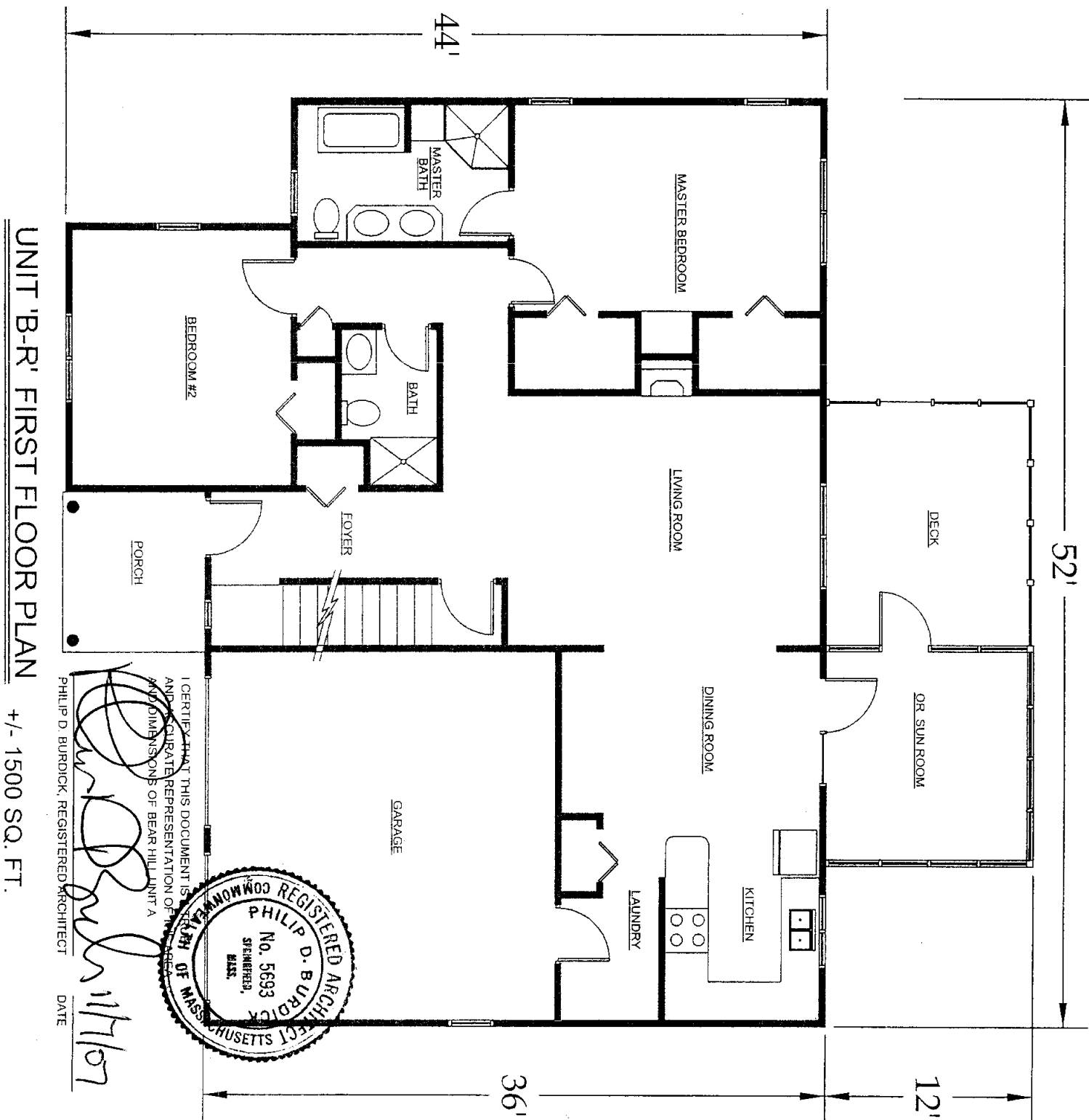
UNIT 'B' FIRST FLOOR PLAN

+/- 1500 SQ. FT.



UNIT 'B' LOFT FLOOR PLAN

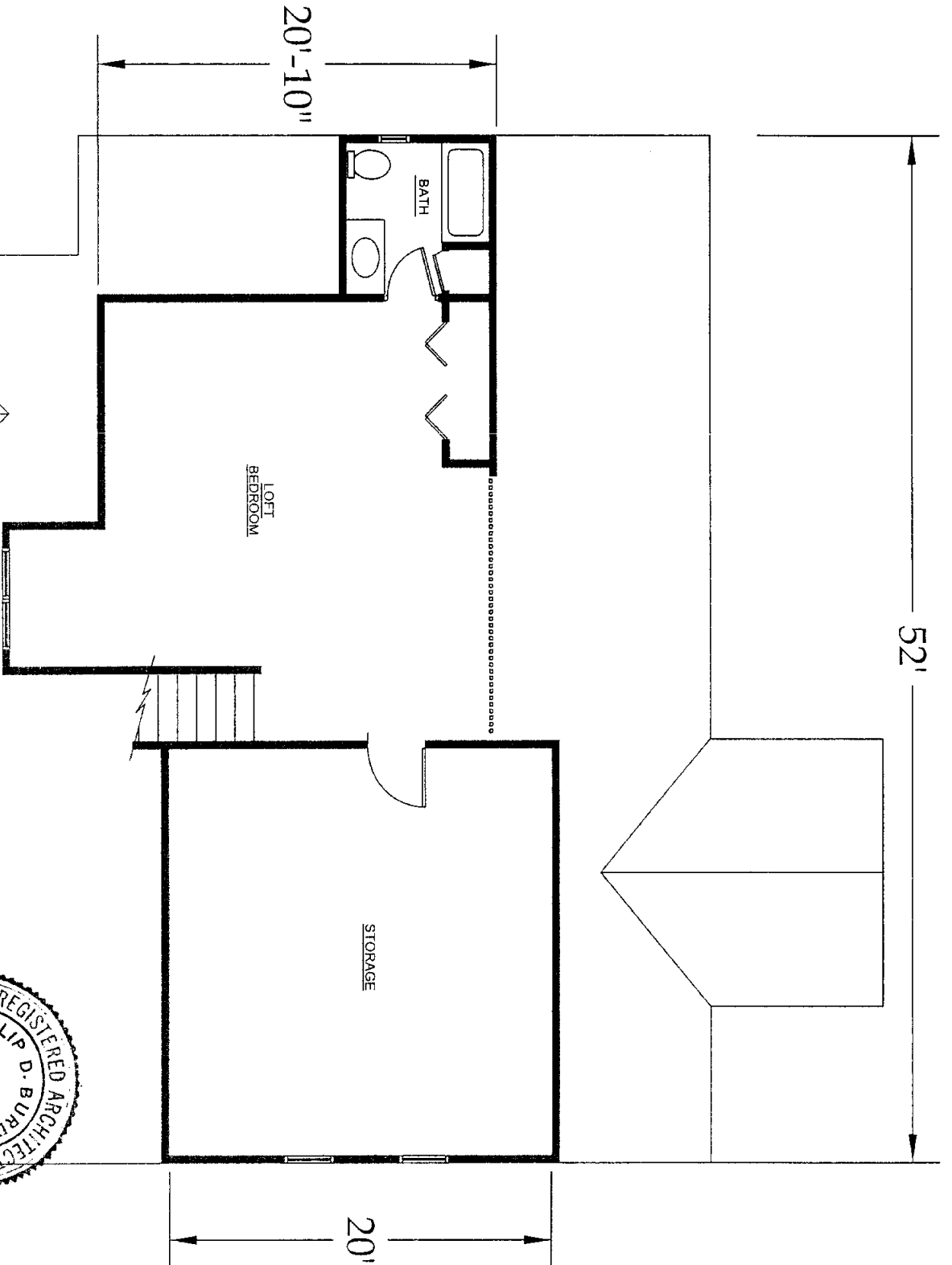
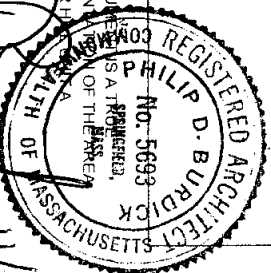
+/- 490 SQ. FT.



UNIT 'B-R' LOFT FLOOR PLAN

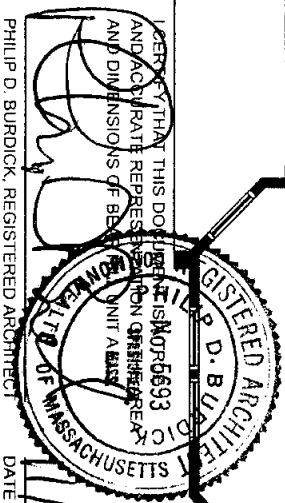
+/- 490 SQ. FT.

I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE AREA AND DIMENSIONS OF BEARH...
PHILIP D. BURDICK, REGISTERED ARCHITECT
DATE 11/7/07



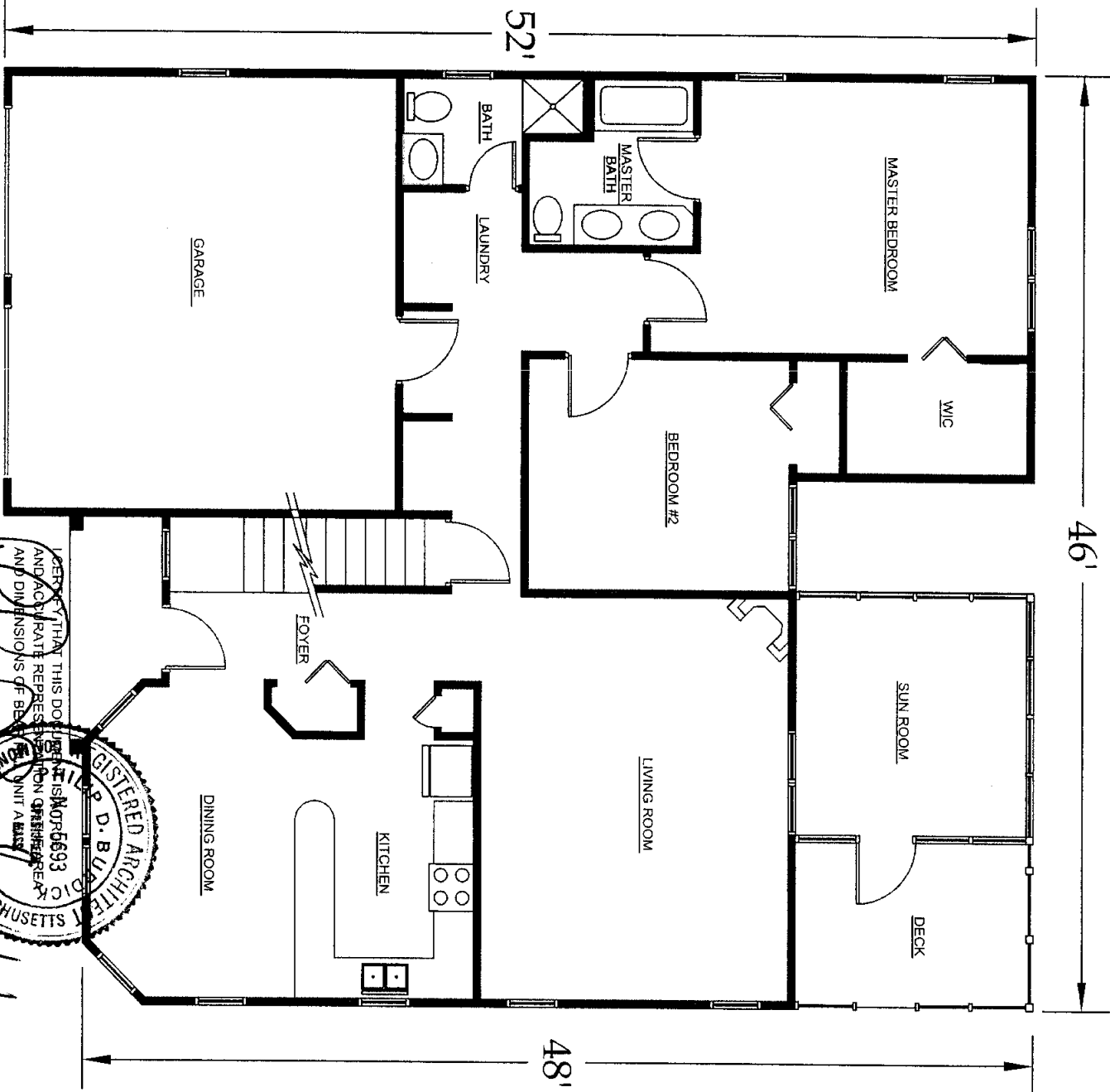
UNIT "C" - FIRST FLOOR PLAN

PHILIP D. BURDICK, REGISTERED ARCHITECT
+/- 1500 SQ. FT.



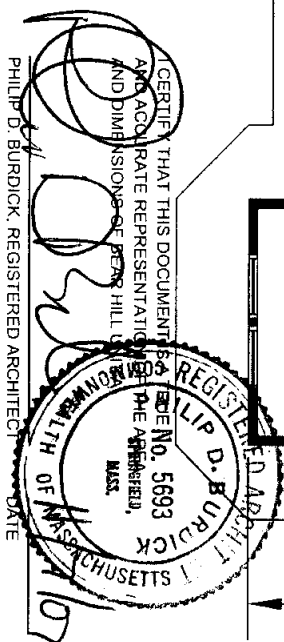
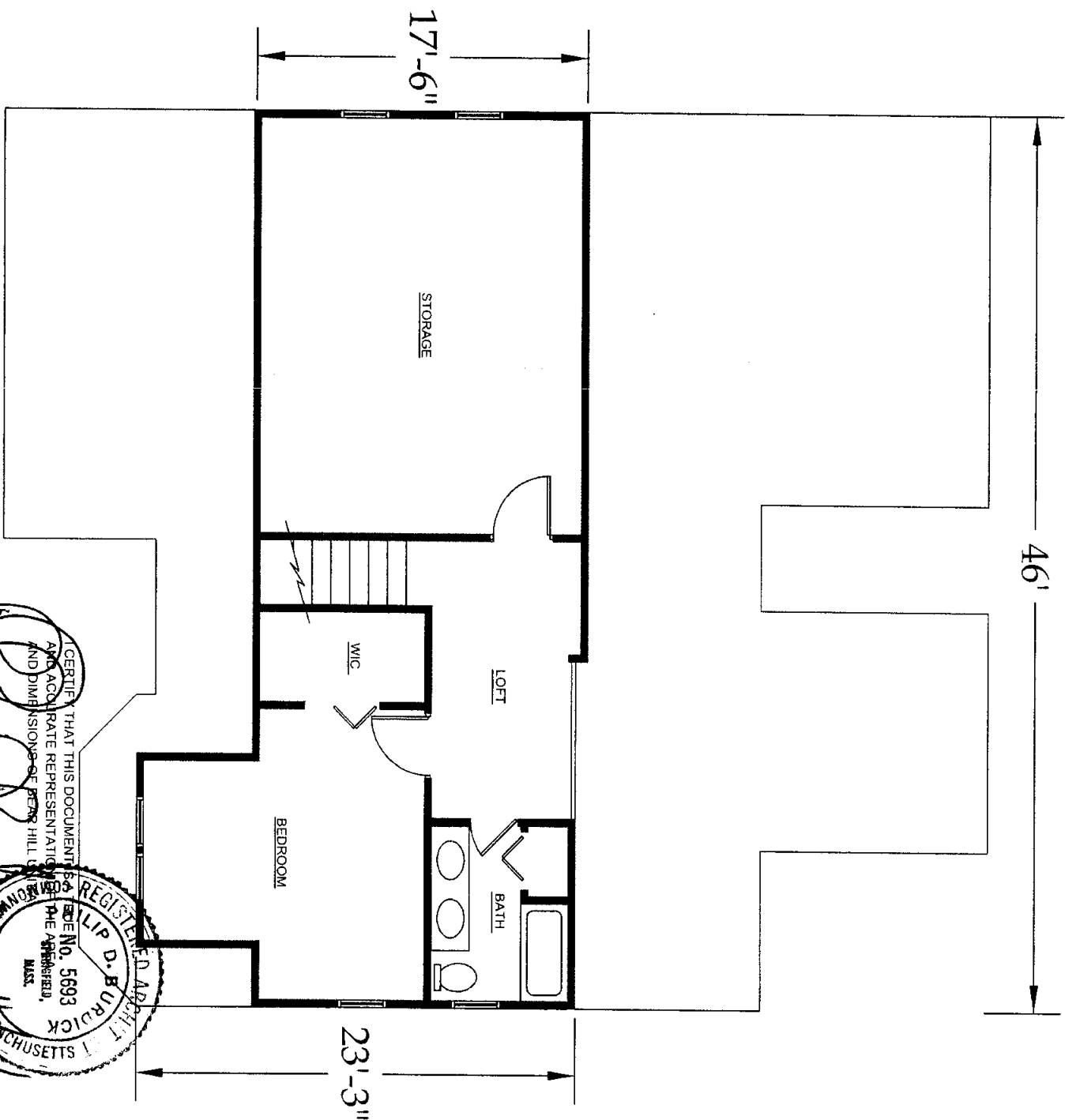
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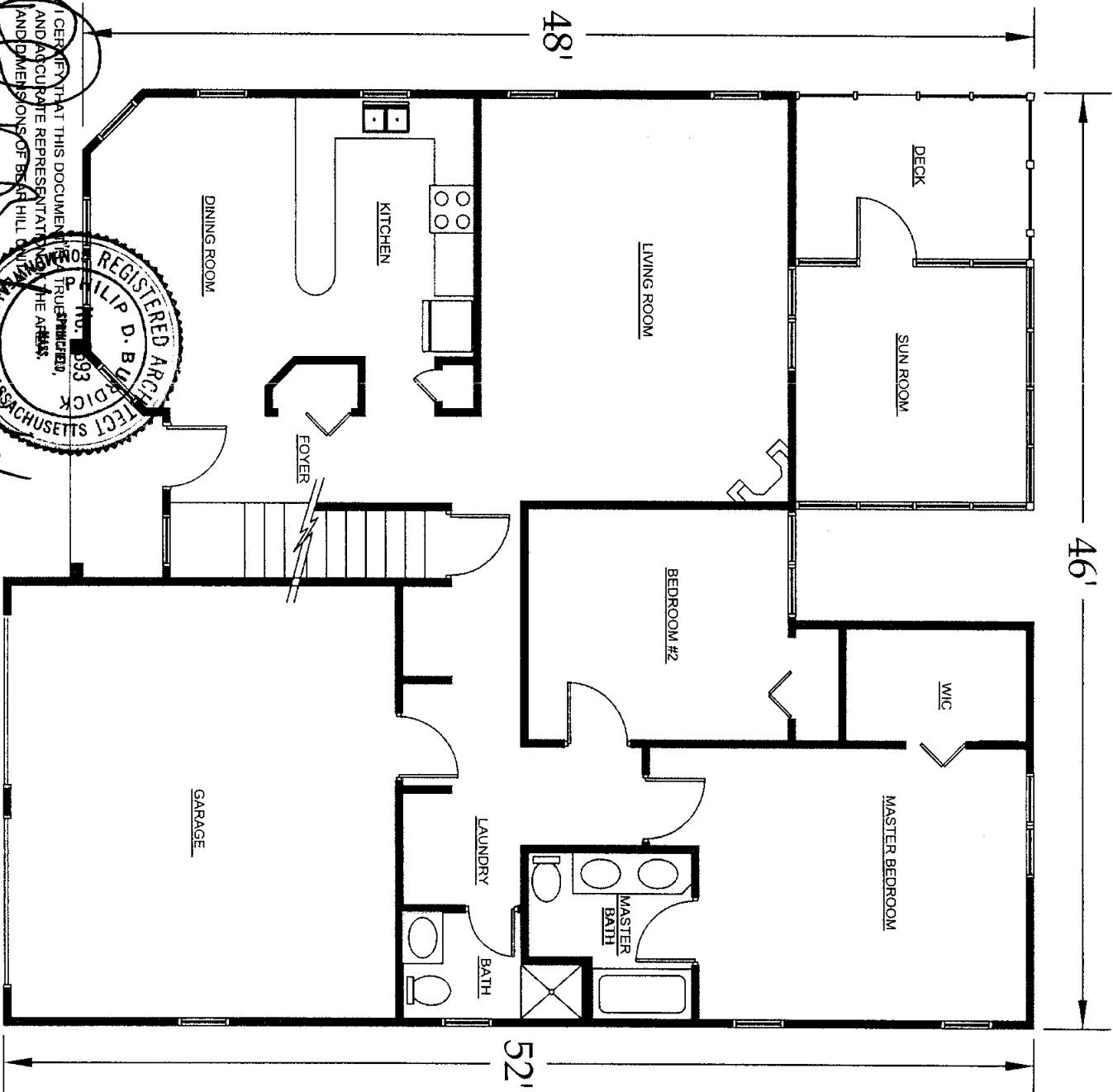
11/7/07



UNIT "C" - LOFT FLOOR PLAN

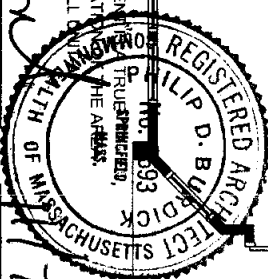
+/- 420 SQ. FT.





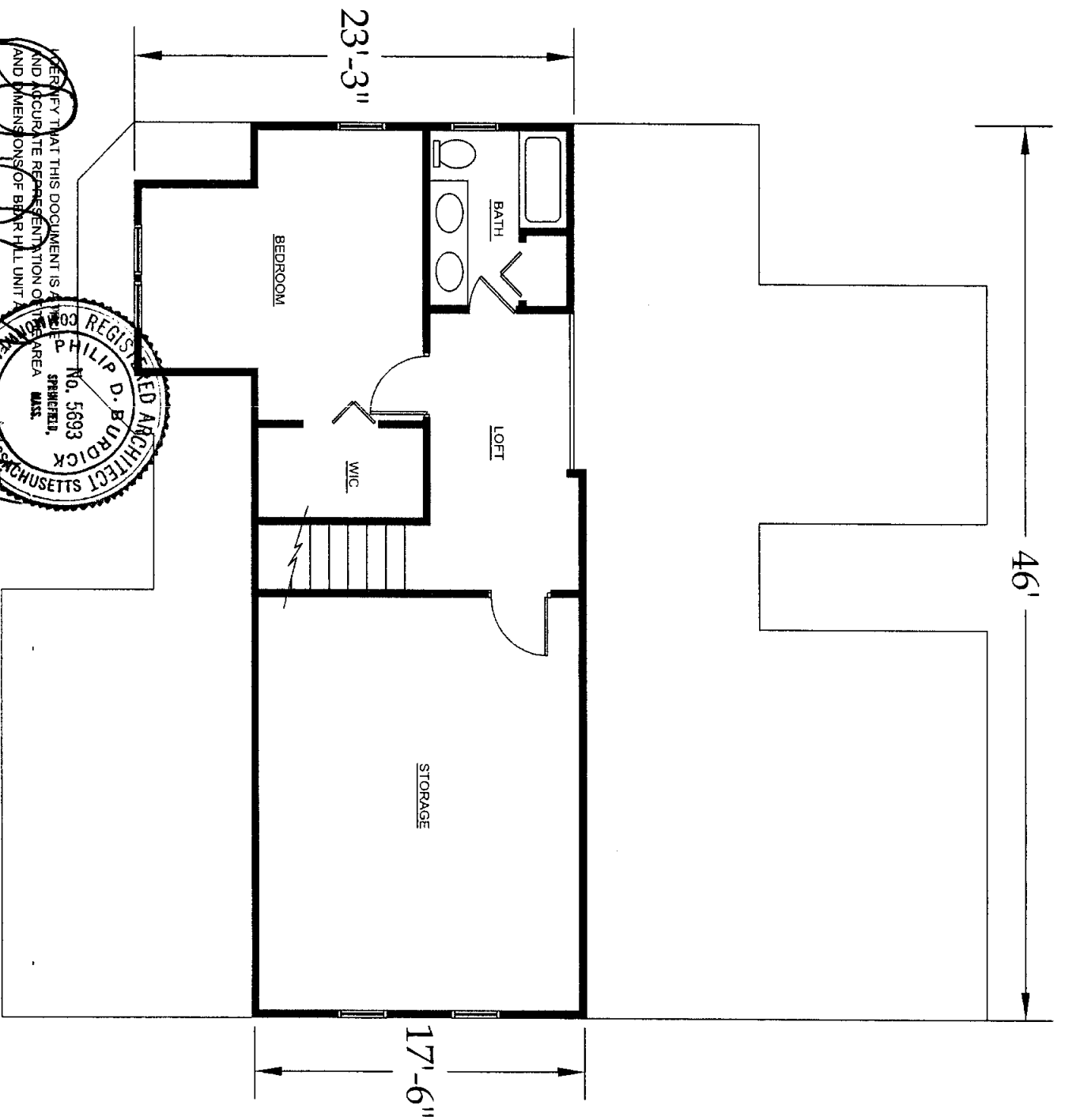
I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE ASSESSMENT AND DIMENSIONS OF BEAR HILL DRIVE.

Philip D. Burdick
7/07



PHILIP D. BURDICK, REGISTERED ARCHITECT DATE
UNIT "C-R" - FIRST FLOOR PLAN

+/- 1500 SQ. FT.



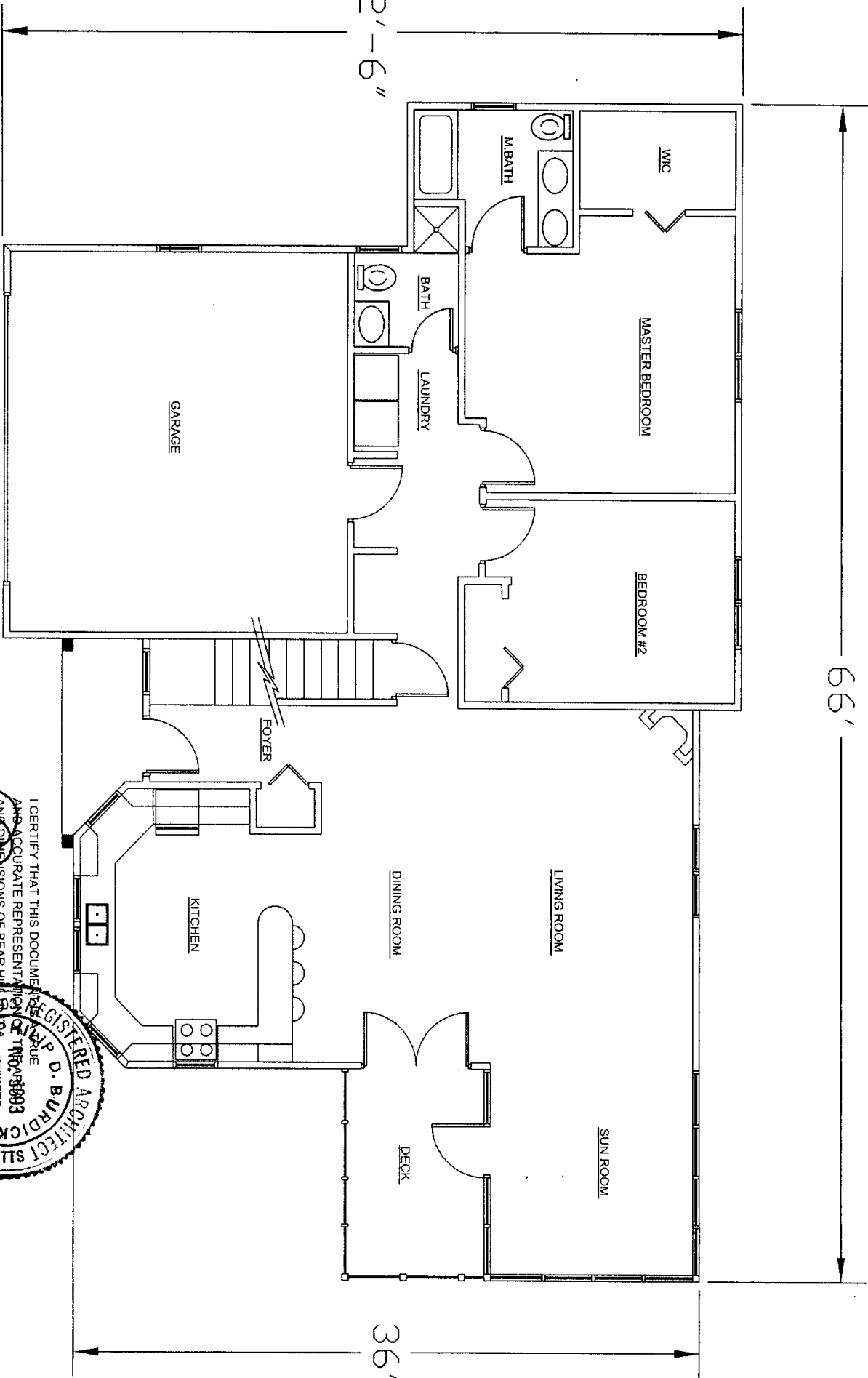
UNIT "C-R" - LOFT FLOOR PLAN

+/- 420 SQ. FT.

42'-6"

66'

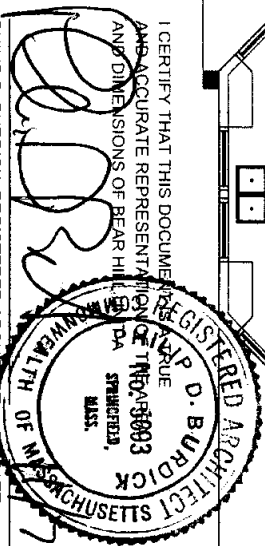
36'



UNIT "D" - FIRST FLOOR PLAN

+/- 1600 SQ. FT.

I CERTIFY THAT THIS DOCUMENT IS A TRUE AND ACCURATE REPRESENTATION OF THE SPACE AND DIMENSIONS OF BEAR HILL, MA.
PHILIP D. BURDICK, REGISTERED ARCHITECT
DATE



7/07

UNIT "D" - LOFT FLOOR PLAN

+/- 420 SQ. FT.

PHILIP D. BURDICK, REGISTERED ARCHITECT

DATE

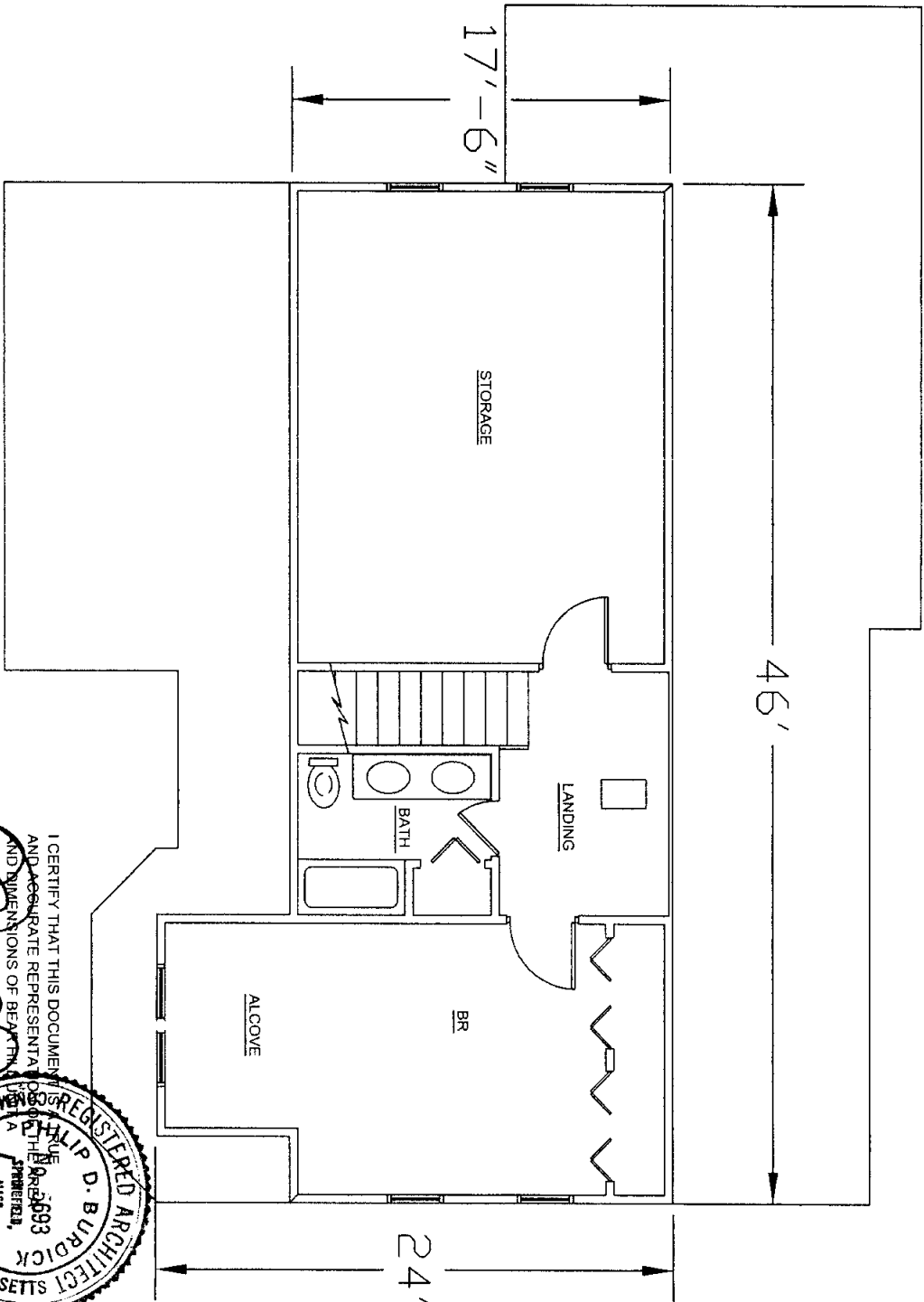
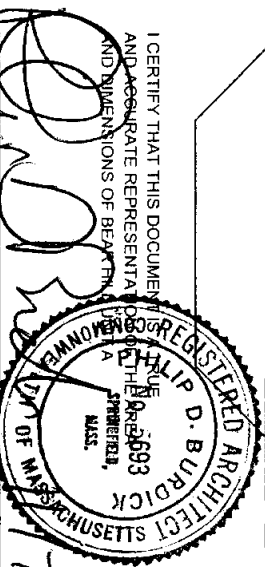


EXHIBIT "D"

UNIT DEED

KNOW ALL MEN BY THESE PRESENTS that **BRIDGE ROAD, LLC**, a Massachusetts Limited Liability Company with a place of business at 48 East Otis Road, Otis, Berkshire County, Massachusetts

in consideration of

grants to

with **QUITCLAIM COVENANTS**

The dwelling Unit in Northampton, Hampshire County, Massachusetts, known as Unit _____ of BEAR HILL ESTATES SENIOR CONDOMINIUM located at Bridge Road, Northampton, Massachusetts and created by the Grantor pursuant to Chapter 183A of the Massachusetts General Laws by a Master Deed dated July 12, 2006, and recorded with Hampshire County Registry of Deeds on July 12, 2006 in Book 8791, Page 66 as amended.

Said Unit _____ is conveyed with a _____undivided percentage interest in the Common Areas and Facilities as set forth in said Master Deed which percentage may decrease in the event additional phase(s) are added to the Condominium pursuant to the Master Deed.

Said Unit is shown on the plans filed with said Master Deed and on the copy of a portion of said plans attached hereto and made a part hereof, and to which is affixed the verified statement in the form required by Section 9 of Chapter 183A.

Said Unit is conveyed subject to the provisions of the aforesaid Master Deed the By-laws and Rules and Regulations as set forth for the Bear Hill Estates Senior Condominium.

This conveyance is made subject to and with the benefit of an encroachment easement, an easement for pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements, all other provisions of the Master Deed, Trust, By-Laws, and Floor Plans of the Condominium recorded with said Registry, or as later amended of record, and all provisions of Chapter 183A.

Said Unit is to be used only for residential purposes.

Said Unit is subject to restrictions regarding occupancy by residents who must be 55 years of age or older and reporting requirements to verify occupancy by residents 55 years of age or older.

By acceptance hereof, the Grantee(s), for themselves and their heirs and successors and assigns, hereby expressly acknowledge and agree that the Grantor, as Declarant of said Master Deed has reserved and shall have the rights, as set forth in the Master Deed to amend said Master Deed to include additional phase(s) as described and defined therein, whereupon the percentage of interest of the Unit hereby conveyed in the common areas and facilities shall be changed as provided in said Master Deed; and, to that end, the Grantee(s) hereby consent for him, his heirs, administrators, executors, successors and assigns and all those persons claiming by, through or under him, to the Grantor reserved rights and do hereby constitute and appoint the Grantor the true and lawful attorney of the Grantee(s) in the name and stead and on behalf of the Grantee(s) to execute, acknowledge and deliver and record any such amendments of said Master Deed and/or other instruments deemed by the Grantor to be necessary or appropriate to effectuate the inclusion of additional phase(s) in the Condominium, the power of attorney granted being coupled with an interest and irrevocable.

EXECUTED AS A SEALED INSTRUMENT THIS ____ DAY OF _____, 2008.

BRIDGE ROAD, LLC

By: _____

Its
Duly Authorized

By: _____

Its
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this ____ day of _____, 2008 before me, the undersigned notary public, personally appeared before me _____
proved to me through satisfactory evidence of identification, which was _____
knowledge, to be the person whose name is
signed on this document and acknowledged to me that he/she signed it voluntarily for

its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

On this _____ day of _____, 2008 before me, the undersigned notary public, personally appeared before me _____ proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

**BEAR HILL ESTATES SENIOR CONDOMINIUM
BY-LAWS**

ARTICLE I

Introduction

These are the By-laws of BEAR HILL ESTATES SENIOR CONDOMINIUM (the "Association") organized pursuant to a certain Declaration of BRIDGE ROAD, LLC (the "Declarant") dated July 12, 2006 the "Declaration"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Declaration.

ARTICLE II

Board of Directors Section 2.1

Number and Qualification

(a) From and after the recording of the Master Deed for Bear Hill Estates Senior Condominium, the affairs of the Condominium and the Association shall be governed by a Board of Directors which shall consist of an odd number of at least three (3) members, at least a majority of whom shall be Unit Owners, except that the Declarant may appoint Directors who are not Unit Owners. If any Unit is owned by a corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity, any officer, partner, employee, member, beneficiary, fiduciary or official thereof shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purpose of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these By-laws or the law of the Commonwealth of Massachusetts. At all times, at least one Board member must be a Unit Owner of one of the units in Exclusive Use Areas A, B, C and D, and such board member shall be elected by all Unit Owners. The initial Board of Directors shall be John Chakalos and Ziter Saloomey and Edwin C. Warner. The term of Ziter Saloomey shall be one year and the term of John Chakalos shall be two years and Edwin C. Warner shall be three years.

(b) The terms of at least one-third (1/3) of the Directors shall expire annually, as established in a resolution of the Unit Owners setting such terms.

(c) Section 7.10 of the Declaration shall govern appointment of Directors of the Association during the period of Declarant control.

(d) The Board of Directors shall elect the officers of the Association in accordance with Article IV hereunder. The Directors and officers shall take office upon election.

(e) At any time after Unit Owners other than the Declarant are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice to each and every Unit Owner of a meeting of the Unit Owners for this purpose.

Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the

powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

(a) Adopt and amend the By-laws and Rules, except that may not amend the By-Laws or Rules to adversely affect the rights granted to and obligations of units built on Exclusive Areas A, B, C and D granted under the Master Deed without the consent of each unit so located on Exclusive Use Areas A, B, C and D.;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Condominium;

(g) Make contracts and incur liabilities; including borrowing monies and securing the same with liens on the assets of the Association;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional Improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, provided however, that Common Elements may be conveyed or subjected to a Security Interest only pursuant to the Act;

(k) Grant easements, leases, licenses and concessions through or over the Common Elements;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Exclusive Use Areas, and for services provided to Unit Owners and other occupants of Units;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, and Rules of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by the Act or statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Directors and maintain directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

- (q) Exercise any other powers conferred by the Declaration or By-laws;
- (r) Exercise all other powers that may be exercised in the Commonwealth of Massachusetts by legal entities of the same type as the Association;
- (s) Exercise any other powers necessary and proper for the governance and operation of the Association;
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting; and
- (u) By regulation, require that disputes between the Board of Directors and Unit Owners or between two (2) or more Unit Owners regarding the Residential Condominium must be submitted to non-binding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding.

Section 2.3 - Rules and regulations affecting the Units. The Association may adopt rules and regulations that affect the use or occupancy of Units only to:

- (a) Prevent the use of a Unit in violation of the Declaration or the Act;
- (b) Regulate any occupancy of a Unit which violated the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners; or
- (c) Restrict the leasing of Units to the extent those rules are reasonably designed to meet the requirements of the Declaration and first mortgagee underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in condominiums, provided no such restrictions shall be enforceable unless notice thereof is recorded in the Hampshire County Registry of Deeds under the name of the Association as grantor and grantee.

Other than as provided for in subsections (a), (b) and (c) of Section 2.3 above, the Association may not regulate any use or occupancy of Units.

Section 2.4 -Tenants. If a tenant of a Unit Owner violates the Declaration, Bylaws or Rules of the Association, in addition to exercising any of its powers against the Unit Owner, the Association may, in addition to the powers set forth in Article IX of the Declaration: (a) exercise directly against the tenant the powers described herein; (b) after providing Notice and Hearing to the tenant and the Unit Owner, levy reasonable fines against the tenant or Unit Owner or both for the violation; and (c) enforce any other rights against the tenant for a violation which the Unit Owner as landlord could lawfully have exercised under the lease or for which the Association could lawfully have exercised directly against the Unit Owner hereunder, including any such right to bring a summary process action under Massachusetts law.

The rights granted under this paragraph may only be exercised if the tenant or Unit Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Unit Owner of that violation pursuant to the procedures for Notice and Hearing.

Unless the lease otherwise provides, this Section does not:

(a) Affect rights that the Unit Owner has to enforce a lease or that the Association has under other law; or

(b) Permit the Association to enforce the lease to which it is not a party except to the extent that there is a violation of the Declaration, Bylaws, or Rules.

Section 2.5 -Standard of Care. In the performance of their duties, the officers and Directors of the Association are required to act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the Association.

Section 2.6 - Manager. The Board of Directors may employ a manager for the Condominium at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager only the powers granted to the Board of Directors by these By-laws under Subdivisions 2.2(c), (e), (g), (h) and (i). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors, and to fulfill the requirements of the budget.

Section 2.7 - Removal of Directors. The Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Board of Directors with or without cause, other than a Director appointed by the Declarant.

Section 2.8 -Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, in the following manner:

(a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Board of Directors;

(b) as to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.9 - Annual Meeting. Annual meetings of the Board of Directors shall be held on the second Tuesday of each December at such time as shall be fixed by the Directors. The Directors may transact any business at such meetings as may properly come before them. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing there is a quorum.

Section 2.10 - Special Meetings. Special meetings of the Board of Directors may be called by the president or a Director on at least three (3) business days' notice to each Director. The

notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.11 - Location of Meetings. All meetings of the Board of Directors shall be held within the City of Northampton, unless all Directors consent in writing to another location.

Section 2.12 - Waiver of Notice. Any Unit Owner or Director may waive notice of any meeting in writing. Attendance by a Unit Owner or Director at any meeting of the Unit Owners or Board of Directors shall constitute a waiver of notice. If all the Unit Owners or Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.13 - Quorum, Majority Vote. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors.

Section 2.14 -Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.15 -Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purpose, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The secretary shall file such consents with the minutes of the meetings of the Board of Directors .

ARTICLE III

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held on the second Tuesday of each December in Northampton, Massachusetts. At such meeting the Directors shall be elected by ballot of the Unit Owners in accordance with the provisions of Article II. The Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 17.05 and 17.06 of the Declaration. The budget may be considered at annual or special meetings called for other purposes as well.

Section 3.3 -Special Meetings. Special meetings of Unit Owners may be called by the president, a majority of the Board of Directors, or by Unit Owners having twenty percent (20%) of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place within the City of Northampton convenient to the Unit Owners as may be designated by the Board of Directors or the president of the Association.

Section 3.5 – Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Sections 17.05 and 17.06 of the Declaration, the secretary of the Association shall cause notice to be hand-delivered or sent prepaid by United States mail, not less than ten

(10) days nor more than sixty (60) days in advance of any meeting, to the mailing address of each Unit, or to any other mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Association. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Board of Directors (if required and noticed)
- (f) Election of Directors of the Association (when required).
- (g) Ratification of budget (if required and noticed).
- (h) Unfinished business.
- (i) New business.

Section 3.9 – Voting.

(a) If only one of multiple owners of a Unit is present at a meeting of the Association, that owner is entitled to cast all the votes allocated to that Unit. If more than one of the owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if anyone of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this Subsection only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.

(c) The vote of a corporation or business trust owning a Unit may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership or joint venture owning a Unit may be cast by any general partner of the owning partnership or joint venture in the absence of express notice of the designation of a specific person by the owning partnership or joint venture. The vote of an

estate owning a Unit may be cast by the executor or administrator of the owning estate in the absence of express notice of the designation of a specific person by the estate. The vote of a trust owning a Unit may be cast by the trustee or the beneficiary of the owning trust in accordance with the terms of the trust. The vote of a government or governmental subdivision or agency owning a Unit may be cast by a duly authorized employee or official of the owning government, governmental subdivision or agency. The person presiding over the meeting may require reasonable evidence that a person voting on behalf of a legal, commercial, or governmental entity is qualified so to vote.

(d) No votes allocated to a Unit owned by the Association may be cast.

Section 3.10 - Quorum. Except as otherwise provided in these By-laws, the Unit Owners present in person or by proxy representing twenty-five (25%) percent of the total interest of Unit Owners at any meeting of Unit Owners shall constitute a quorum at such meeting.

Section 3.11 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these By-laws, the Act, or by other applicable law.

ARTICLE IV Officers

Section 4.1 - Designation. The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, must be Directors. Any two offices may be held by the same person, except the offices of president and vice president and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first regular meeting and shall hold office at the pleasure of the Board of Directors.

Section 4.3 - Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Board of Directors or by the president.

Section 4.6 – Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors. The secretary shall have charge of such books and papers as the Board of Directors may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the Commonwealth of Massachusetts. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock association organized under the laws of the Commonwealth of Massachusetts. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board of Directors may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 - Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.9 - Agreements, Contracts, Deeds, Checks, Etc. Except as provided in Sections 4.4, 4.5, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any authorized officer of the Association.

Section 4.10 - Resale Certificates and Statement of Unpaid Assessments. The treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates and statements of unpaid assessments.

The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board of Directors. The Association may refuse to furnish statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V
Enforcement

Section 5.1- Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules adopted by the Board of Directors, or the breach of any provision of the Documents shall give the Board of Directors the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these

By-laws:

(a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that is existing and creating a danger to the Common Elements or another Unit contrary to the intent and meaning of the provisions of the Documents, and the Board of Directors shall not thereby be deemed liable for any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a fine of up to Fifty Dollars (\$50.00) per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board of Directors.

ARTICLE VI
Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Massachusetts General Laws, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII
Records

Section 7.1 - Records and Audits. The Association shall maintain financial records as required by law.

Section 7.2 - Examination. All records maintained by the Association shall be available for examination and copying by any Unit Owner, or by any holder of a Security Interest in a Unit.

Section 7.3 - Records. The Association shall keep or cause to be kept the following records:

(a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each Eligible Mortgagee, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.

(b) An account for each Unit Owner showing any other fees payable by the Unit Owner.

(c) The current operating budget adopted by the Association;

(d) A record of insurance coverage provided for the benefit of Unit Owners and the Association.

(e) Minutes of proceedings of Unit Owners, Directors and committees of Directors and waivers of notice.

(f) A record of any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.

(g) The current operating budget.

(h) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.

(i) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.

(j) Annually the Association shall prepare a balance sheet showing its financial condition as a corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten (10) years from such date in the principal office of the Association.

(k) Tax returns for state and Federal income taxation.

(l) Records required to be kept by Article IX of the Declaration.

(m) All existing contracts of the Association.

(n) All other documents required to be kept by Massachusetts General Laws Chapter 183A.

ARTICLE VIII

Miscellaneous

Section 9.1 - Notices. All notices to the Association or the Board of Directors shall also be delivered to all Unit Owners.

Section 9.2 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws 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.

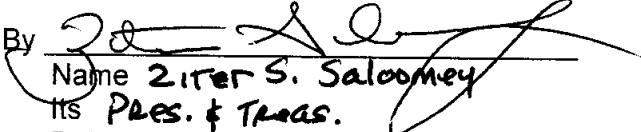
Section 9.3 - Fiscal Year. The Board of Directors shall establish the fiscal year of the Association.

Section 9.4 - Office. The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

ARTICLE IX
Amendments to Bylaws

The Bylaws may be amended only pursuant to the provisions of the Declaration. I hereby certify that the foregoing By-laws were adopted by resolution of the members of BRIDGE ROAD, LLC on January 22, _____, 2008.

Bridge Road, LLC
by: *Salomey Development, Inc. - member*

By 
Name *Ziter S. Salomey*
Its *Pres. & Treas.*
Duly Authorized

By _____
~~Name~~
~~Me~~
~~XXXX~~
~~Duly Authorized~~

BEAR HILL ESTATES SENIOR CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Unless otherwise expressly provided herein, the definitions of terms set forth in the Master Deed of Bear Hill Estates Senior Condominium shall apply to these Rules and Regulations.

All residents must comply with the Rules and Regulations and Bylaws of the Association. Any violations of the Rules and Regulations or Bylaws of the Association by a Unit Owner, Tenant or their guests will subject that Unit to fines as described in these Rules and Regulations subject to Section 4.

Section 1: Use of Units

- 1.1 Units are limited to occupancy as Single Family Residences. Residents must comply with all state and local health, safety and sanitary codes including the codes governing the maximum occupancy of the Unit. In addition, except for the Warner units defined in the Master Deed and except as set forth in the Master Deed and By-Laws, units may only be occupied by persons who are 55 years of age or older. For purposes of this paragraph, the term occupied shall mean living, or occupying or residing in a unit for more than two successive weeks or more than 20 days in any 30 day period.
- 1.2 No Unit shall be used for industry, business, trade or any other commercial occupation, whether or not for profit, nor shall any religious or educational services be conducted within a Unit.
- 1.3 Except for the Warner units, nothing shall be done in any Unit which will impair the structural integrity of any Building or which would structurally change any of the Buildings. No electrical device creating electrical overloading of standard circuits may be used without permission from the Trust and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused.
- 1.4 The tasteful use of floral displays, plants and the like are permitted on doors and stoops. The Board of Trustees shall use its discretion to determine if such decoration is appropriate for Bear Hill Estates Senior Condominium and may request the removal of any decoration which is deemed inappropriate. However, no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on or

at any window, without the prior written consent of the Trustees. (This regulation shall not apply to the Warner units.)

- 1.5 Except for the Warner Units, any Unit Owner wishing to install a satellite dish must contact the Board of Trustees to obtain a copy of the restrictions, regulations and procedures for the proper installation.
- 1.6 Except for the Warner Units, draperies, curtains and/or appropriate window dressing must be installed by each Unit Owner or occupant on all windows of his or her Unit and must be maintained in good condition in said windows at all times, with a beige, white, off white, light gray backing facing the exterior of the unit.
- 1.7 No laundry of any kind or other articles shall be hung out of a Unit or exposed from any part of the Common Areas.
- 1.8 Decks and patios are intended for use as extended living quarters, not as storage areas. Neatly arranged, usable furniture and well tended plants may be kept there, but trash may not, nor may laundry be hung there. Anyone operating a gas grill on a deck or patio must keep it at least three (3) feet from the side of the Building, must be careful not to produce excessive smoke, and shall be responsible for any damage caused by the grill. Unit Owners may be required to remove from their decks/patios any items which, in the reasonable judgment of the Trustees, presents a hazard, nuisance or eyesore, including but not limited to excessive accumulation of snow. Floor covering of any kind may not be installed on deck floors. No deck or patio shall be enclosed, covered or otherwise improved by the installation of any awning, railing, decks, lighting or other exterior feature without the consent in writing of the Board of Trustees. (This regulation shall not apply to the Warner Units.)
- 1.9 Unit Owners shall not paint, stain or otherwise change the color or appearance of the exterior portion of any Building without the prior written consent of the Board of Trustees. Storm doors and windows must be compatible with those previously approved by the Board.
- 1.10 Each Unit Owner or occupant shall keep his or her Unit in a good state of preservation and cleanliness. No storage will be permitted in any Unit in such manner as to permit the spread or encouragement of fire or vermin. The Board of Trustees or its designee reserves the right to enter any Unit to inspect for such conditions.
- 1.11 All construction/renovation work within a Unit shall be restricted to the hours of 8:00 am to 5:00 p.m. on weekdays and Saturdays. No construction shall take place on Sundays or Massachusetts' legal holidays.

Section 2: Use of Common Areas

- 2.1 The Common Areas shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Areas or interfere with their proper use by others, or commit any nuisance, vandalism, boisterous or improper behavior in the Common Areas which interferes with, or limits the enjoyment of such by all others.
- 2.2 There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas such as bicycles, toys, trash or laundry, without prior written consent of the Trustees, for any length of time.
- 2.3 Each Unit owner shall deposit his own trash container in the receptacles provided by the Trust or if there is a trash pick up on the pick up day of the servicing entity the Unit Owner shall be responsible for placing said container at the designated pick-up point and removing said containers by the end of the day set for pick-up. Unit Owner shall be responsible to pick up any trash on Common Grounds around their Unit emanating from such Unit. Under no circumstance are trash containers to be placed out the evening prior to the designated pick-up day.
- 2.4 The disposal of furniture, appliances, mattresses or other large items is the responsibility of each individual Unit Owner or Tenant. The trash removal company will not pick up any of the above items. It is up to the Unit Owner or Tenant to make arrangements to have said items removed and disposed of at Unit Owner's/Tenant's expense.
- 2.5 All vehicles, whether or not motorized, must conform to standard traffic patterns when used in roadways or parking lots.
- 2.6 Nothing shall be altered or constructed in or removed from the Common Areas and facilities, except upon the written consent of the Trustees; nor shall any portion of the Common Area be decorated or furnished by any Unit Owner or occupant in any manner without written consent of the Board.
- 2.7 Unit Owners are permitted to plant flowers, vegetables, shrubs, etc., in the designated area for each unit 25 feet from the rear porch in an area not to exceed 9 feet by 12 feet on common property without the written permission of the Board of Trustees. All other plantings require written consent of the Board of Trustees. Any and all plantings are at the Unit Owner's sole risk and expense. Any plantings by Unit Owners will be maintained in an attractive appearance by Unit owner at Unit Owner's expense. (This shall not apply to Warner Units or Exclusive Use Areas A through D inclusive.)

- 2.8 Washing vehicles is not allowed anywhere on Bear Hill Estates Senior Condominium property, except that Unit Owners and/or Tenants may wash their personal vehicles once a week in the driveway of their Unit using their own water.
- 2.9 Except for emergency repairs, there shall be no routine maintenance of motor vehicles nor will motor vehicles be disassembled, repaired, rebuilt, painted or constructed on the Property.

Section3: Parking/Motor Vehicles

- 3.1 The speed limit for all vehicles within the condominium complex is 15 mph.
- 3.2 All vehicles parked on the property shall be lawfully registered and insured unless stored in a garage. Unregistered vehicles will be towed at the vehicle owner's expense. No inoperable vehicle may be brought onto the property.
- 3.3 All Units will have garages contained in the Unit. All Units have driveways serving such Units and each Unit Owner shall have the exclusive right to use and park in the driveways serving such Units. The balance of the surface parking is on-street parking and all parking on street must comply with the City of Northampton Parking Ordinances and the Rules and Regulations of the Bear Hill Estates Senior Condominium Association.
- 3.4 Parking of boats, campers, trailers or other recreational or commercial vehicles on Bear Hill Estates Senior Condominium property is prohibited. For purposes of this Regulation, commercial vehicles are defined as vehicles in excess of 3/4-ton or containing exterior lettering advertising company or entity, or containing working equipment on the exterior of a vehicle.
- 3.5 Garages are restricted to use as a parking space for vehicles and for noncommercial storage. Operation of vehicle engines within garages is limited to the duration of time necessary to start, remove and/or park the vehicle. Garage doors must be open at all times during such engine operation. At all other times garage doors must be kept closed when not in use.
- 3.6 Unit Owners who may be away from the complex for an extended period of time should notify the Management Office and should, also, leave a key to the automobile that will be left with a neighbor so that the vehicle can be moved, if necessary, in the event of an emergency, a snow storm or parking lot maintenance. The name of said neighbor should also be left with the Management Office.

- 3.7 All vehicles must be moved from the driveways and roadways in compliance with the snow removal policy as set forth by the City of Northampton Management and the servicing contractor.
- 3.8 The Board of Trustees may from time to time establish regulations or policies regarding parking on the Bear Hill Estates Senior Condominium property including the number of vehicles per Unit and/or guest parking allowable per Unit.

Section 4: Violations/Fines/Late Charges

- 4.1 A fine of not more than Twenty-five (\$25.00) Dollars per day may be levied against any Unit Owner for violations of the Rules and Regulations or Bylaws, and each day or part thereof a violation continues shall be considered a separate offense.
- 4.2 Violations of the Rules and Regulations will result in a written warning from Management and/or Trustees. If the violation continues, the Unit Owner will be notified of the Board's intent to fine. If within the time specified in the warning, the Unit Owner has not eliminated the violation, a fine will be assessed. A separate fine may be levied for each day the violation exists thereafter.
- 4.3 Any Unit Owner may request and receive a hearing before the Board of Trustees to appeal any rules violation charge brought against them.
- 4.4 Any Unit Owner may register a rules violation complaint to the Board of Trustees. Complaints should be in writing, should be addressed to the Management Office but need not be signed.
- 4.5 The Board of Trustees or its designated agent shall impose late charges of three (3%) percent of any outstanding monthly installment, reasonable attorney's fees and costs and/or other associated charges for the collection of outstanding condominium fees that are fifteen (15) days overdue.

Section 5: Insurance

- 5.1 Nothing that will increase the insurance rate of any building or its contents may be done or kept in any Unit or Common Area, nor may anything be done or kept which would either void that insurance or violate any law.
- 5.2 The Condominium Association provides insurance only for common property and is not responsible for providing insurance for individual Units and their contents, or relocation insurance for tenants. Unit Owners and Tenants are advised to consult Management for insurance recommendations.

Section 6: Pets

- 6.1 All definitions, rules and regulations regarding pets which may be promulgated by the City of Northampton are in full force at the Bear Hill Estates Senior Condominium. A complete copy is available upon request from the City Clerk's office.
- 6.2 Residents are limited to not more than two (2) household cats or two (2) dogs or one (1) cat and (1) dog. However, the Board of Trustees may require permanent removal of any pet constituting "public nuisance/vicious animal" under the Ordinances of the City. Unit Owners may, at their discretion, ban pets from any Unit which may be rented to another person.
- 6.3 Owners of cats or dogs will be asked to fill out a Pet Registration Form and return same to the Management Office with a picture. All cats and dogs must have tags identifying their owners.
- 6.4 All cats and dogs are the sole responsibility of the Owner of the Unit in which such cat or dog resides. Unit Owners are responsible for any cats or dogs owned by renters. The behavior of all cats or dogs belonging to visitors is the sole responsibility of the host/owner.
- 6.5 Cats and dogs shall not be permitted in Common Areas at any time unless carried or walked on a leash. Cats and dogs shall not be tied outside a Unit and left unattended for any length of time.
- 6.6 Cat and dog owners are responsible for removing any fecal matter deposited by their cat or dog. A "pooper scooper" and plastic bag are recommended for this purpose. Cat or dog waste, including cat litter, should be bagged and disposed of in property receptacles. Cat or dog waste should never be disposed of through the plumbing system.

Section 7: Leasing of Units

- 7.1 A Unit Owner may lease or rent such Unit Owner's Unit provided that all leases and rental agreements shall be in writing and a copy of such lease or rental agreement be kept on file at the Management Office. Notwithstanding anything to the contrary contained herein, a Unit will not be considered rented if it is leased to a parent, spouse, grandparent, son, daughter, uncle or aunt of a Unit Owner. At no time shall there be more than 14 (14) rental units in Bear Hill Estates Senior Condominium. (This rental limitation shall not limit the right of the owners of the Warner Units to rent such units.)

- 7.2 All leases and rental agreements shall be specifically subject to the requirements of the Master Deed, the Trust and all Rules and Regulations.
- 7.3 No Units may be leased or rented for a period of less than one (1) year or more than two (2) years.
- 7.4 No portion of the Unit (other than the entire Unit) may be leased or rented.
- 7.5 Unit Owners renting or leasing their Units must provide tenants with a copy of the Rules and Regulations for the Bear Hill Estates Senior Condominium. Tenants must sign a document stating their agreement to abide by said Rules and Regulations. A copy of said document is to be kept on file at the Management Office.
- 7.6 All leases shall include a provision that the Tenants will pay rent directly to the Condominium Association in the event the Condominium Association notifies Tenant in accordance with M.G.L. ch. 183A that Owner has failed to pay common charges, special assessments, fines, or costs of collection, including reasonable attorney's fees.
- 7.7 All leases must provide that lease can be terminated by the Condominium Association for repeated violations of the Rules and Regulations by Tenant.
- 7.8 Units shall not be rented to anyone under the age of 55 and there shall be no occupants under the age of 55 under said lease.

Section 8: General

- 8.1 Nothing which is a nuisance shall be done or kept at the Bear Hills Estates Senior Condominium. No Unit or Common Area shall be used for any purpose, business or otherwise, which interferes with any resident's quiet enjoyment of the Bear Hill Estates Senior Condominium for residential and recreational purposes. No resident shall play any musical instrument, radio, television or sound system in a manner which causes a disturbance to other Unit Owners or occupants.
- 8.2 To the extent that any maintenance, repairs or replacements are necessitated by the negligence, misuse or neglect of a Unit Owner, the expense of restoring same will be charged to the Unit Owner.
- 8.3 Any consent or approval required by these Rules and Regulations must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time at the option of the Trust.
- 8.4 Any complaint regarding the actions or another Unit Owner or resident must be made in writing and forwarded to the Management Office.

- 8.5 No provision of any of the Bear Hill Estates Senior Condominium Association Documents, including these Rules and Regulations, shall be so construed as to violate any anti-discrimination law or any other federal, state, county or municipal law. However, if any provision of these Rules and Regulations is invalid or conflicts with statute, all other provisions shall remain valid and enforceable.
- 8.6 All Unit Owners will be required to complete a Unit Owner Registration Form and update the Management Office with any changes.