

BYLAWS OF ECHO HILL SOUTH ASSOCIATION, INC.

Revision as Voted by the Membership at the Annual Meeting of the Association on 2/3/92

ARTICLE I : DEFINITIONS

Section 1. "Association" shall mean and refer to the Echo Hill South Association, Inc., a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts.

Section 2. " The Property" shall mean and refer to the real estate described in Appendix "A" attached hereto.

Section 3. "Common Property" shall mean and refer to parks, playgrounds, swimming pools, commons, footways, including buildings, structures, personal property incident thereto, and any other property owned and maintained by the Association for the common benefit and enjoyment of the residents within The Property.

Section 4. "Lot" shall mean and refer to any dwelling unit or any plot of land or subdivision thereof, with or without a building thereon, shown upon any recorded subdivision map of The Property with the exception of Common Property as heretofore defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I, hereof.

Section 7. "Developer shall mean and refer to William E. Aubin and Sophie T. Aubin, including their heirs and assignees.

ARTICLE II: LOCATION

Section 1. The principal office of the Association shall be located at the residence of the President of the Association.

ARTICLE III: MEMBERSHIP

Section 1. Every person or entity who is an Owner as herein described shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. The rights of Membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property, against which such assessments are made as provided by Article VI.

Section 3. The Membership rights of any person whose interest in the Property is subject to assessments under Article III, Section 2, whether or not he/she be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his/her rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Property they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty [30] days.

Section 4. No person shall be admitted to Membership in this Corporation under the provisions of Article III, Section 1, of these Bylaws unless he/she has previously paid a Membership fee to be set in each case by the Board of Directors.

ARTICLE IV: VOTING RIGHTS

Section 1: The Association shall have two classes of voting Membership.

Class A. Class A shall be all those owners as defined in Article I, Section 5 with the exception of the Developers as to those lots whereon no dwelling unit has been constructed until such time as a dwelling unit is constructed. Class A Members shall be entitled to one vote for each lot in which they hold the interests required for Membership by Article III, Section 1 of these Bylaws. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developers as to all lots upon which no dwelling unit has been erected. The Class B Member shall be entitled to one vote for each Lot in which they hold the interest required for Membership by Article III, Section 1.

Section 2: Any Owner or the Developer shall have the right to vote by proxy or in person, provided that where such vote is by proxy such proxy shall be in writing signed by the owner and delivered to the Secretary of the Association at the meeting for which such proxy is to be exercised.

ARTICLE V: PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot or dwelling unit.

Section 2. By virtue of a deed from William E. Aubin, Inc. to Echo Hill South Association, Inc. dated October 27, 1970, and recorded in Hampshire County Registry of Deeds, Book 1583, Page 247, title to the Common Property stands in the name of Echo Hill South Association, Inc. Such conveyance contains the restriction running in favor of the property that no building other than a club house for the use of the Members shall ever be erected upon the premises.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developers and of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said Common Property; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described Common Property against foreclosure; and
- (c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge its Members reasonable admission and other fees for the use of the Common Property; and

- (e) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of Membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. Any Member may delegate his/her rights of enjoyment in the Common Property to the Members of his/her family who reside thereon. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

ARTICLE VI: MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within the property by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Annual assessments and special assessments for capital improvements shall be levied equally upon each Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Property and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property and of the dwelling units situated upon The Property, including, but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1970, the annual assessment shall not be more than \$50.00 per lot. From and after January 1, 1970, the maximum annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, not to exceed three (3) times the annual assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3, of this article hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by said section 3 prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or otherwise.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

As provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Dates of Annual Assessments: The assessments for any year shall become due and payable on the first day of March of said year. The due date of any special assessment under Section 4 hereof shall be fixed according to the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each lot for each assessment period and shall, maintain a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member or the developers.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his/her heirs, devisees, personal representative, successors, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation for the statutory period and shall not pass to his/her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at an annual interest rate (not exceeding 18 percent) set by the Board of Directors at the time of setting the annual assessment, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property or both, and there shall be added to the amount of such assessment the costs of such proceedings and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action.

Section 10. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate only to the lien of any prior first mortgage placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, a foreclosure sale under a

power of sale contained in such mortgage, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property as defined in Article 1, Section 1 hereof; (c) all property exempted from taxation by the laws of the Commonwealth of Massachusetts upon the terms and to the extent of such legal exemption, and (d) all land owned by the developers upon which no dwelling has been constructed.

Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII: BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a board of ten (10) directors who shall be Members of the corporation. Six of the directors of the Board shall be elected by the Membership at large for terms of three years. The terms of these directors shall be staggered such that each year two (2) of the director positions shall be up for election. The president, vice-president, treasurer, and secretary (who are elected at the annual meeting) shall be members of the Board of Directors.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of remaining directors, any such appointed director to hold office until his/her successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VIII: ELECTION OF DIRECTORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy as many votes as they are entitled to exercise under the provisions of Article IV herein except that Class B Members shall be entitled to vote for only one such director at each election. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a nominating committee which shall be one of the standing committees of the Association. Other nominations may be made by Members from the floor at the annual meeting.

ARTICLE IX: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth [1/4] of the voting Membership, as provided in Article IV herein.
- (b) To appoint and remove at pleasure agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these bylaws shall be construed to prohibit the employment of any Member, officer, or director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2 herein.

- (d) To adopt and publish rules and regulations governing the use of the Common Property and facilities and the personal conduct of the Members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the Members in the Bylaws or elsewhere.
- (f) In the event that any Member of the Board of Directors of this Association shall be absent from three [3] consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such is called as provided in Article XII, Section 2 herein.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are performed properly.
- (c) As more fully provided in Article VI above:
 - (1) To fix the amount of the assessment against each dwelling unit property for each assessment period at least thirty days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the lots properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and
 - (3) To send written notice of each assessment to every owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X: DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held within the month before the annual meeting of the Membership and on the first Thursday of April, immediately following the annual meeting of the Membership and on the first Thursday of October, at 7:30 o'clock P.M., provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three [3] days notice of each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI: OFFICERS

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president, vice-president, treasurer and secretary shall be members of the Board of Directors.

Section 2. The officers shall be chosen annually by majority vote of the Class A Membership and each shall serve until his/her successor has been elected and qualified.

Section 3. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds, and all other written instruments.

Section 4. The vice-president shall perform all the duties of the president in his/her/absence.

Section 5. The secretary, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He/she shall keep the records of the Association. He/she shall record in a book kept for that purpose the names of all Members of the Association together with their addresses.

Section 6. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association.

Section 7. The treasurer shall keep proper books of account. He/she shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the Membership at its regular annual meeting. If the Board of Directors so vote, or the Annual Meeting of Members so votes for an audit of the books of the Association, the Board will direct the treasurer to surrender all records to a certified public accountant for a formal audit.

ARTICLE XII: MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held on the last Thursday in March in each year, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the Members for any purpose may be called at any time by the president, the vice-president, the secretary or treasurer, or by any two or more members of the Board of Directors or upon written request of the Members who have a right to vote one-fourth of the votes of the class A Membership.

Section 3. Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his/her address appearing on the books of the Corporation. Each Member shall register his/her address with the secretary, and notices of meetings, if mailed, shall be mailed to him/her at such address unless otherwise provided in these Bylaws. Notice of any meeting regular or special shall be mailed at least six [6] days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

Section 4. Unless otherwise provided in these Bylaws, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth [1/10] of the votes of Class A Membership shall constitute a quorum for any action governed by these Bylaws.

ARTICLE XIII : PROXIES

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven [11] months, and every proxy shall automatically cease upon sale by the Member of his/her lot or other interest in "The Property."

ARTICLE XIV: PERSONAL LIABILITY AND INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHERS

Section 1. The Members, directors and officers of the corporation shall not be personally liable for any debt, liability, or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the corporation, may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Section 2. The directors, officers, employees, and other agents of the corporation shall be indemnified for the payment of expenses incurred by them in defending a civil or criminal action or proceeding arising out of their conduct as a director, officer, employee or other agent of the corporation in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he/she shall be adjudicated to be not entitled to indemnification under M.G.L. c.180 S6, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any such indemnification may be provided although the person to be indemnified is no longer an officer, director, employee or other agent of the corporation. No indemnification shall be provided for any person with respect to any matter as to which he/she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his/her action was in the best interests of the corporation.

Section 3. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or other agent of the corporation, insuring against any liability incurred by him/her in any such capacity or arising out of his/her status as such whether or not the corporation would have the power to indemnify him/her against such liability.

ARTICLE XV: BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable hours, be subject to the inspection of any Members.

ARTICLE XVI: CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: Echo Hill South Association, Inc.

ARTICLE XVII: AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of three-fourths [3/4] of all Members present in person or by proxy.

ARTICLE XVIII: FISCAL YEAR

Section 1. The fiscal year of the Association shall be from May 1 - April 30.

APPENDIX A

The Property which is referred to in the Bylaws of the Echo Hill South Association, Inc.. is situated on the northeasterly side of Belchertown Road, Amherst, Hampshire County, Massachusetts, and is bounded and described as follows:

Beginning at a concrete bound set in the northeasterly line of said Belchertown Road at the northwesterly corner of land now or formerly of Edward P. Doleva et ux; thence running N. 34°08'31"W. along the northeasterly line of said Belchertown Road to the point of intersection with the northerly line of Gate House Road as shown on the plan hereinafter mentioned; thence running along the northerly line of said Gate House Road on the arc of a curve as shown on said plan 15 feet, more or less to a point; thence running S. 86°54'55" E. 179.53 feet to a point; thence running in a counterclockwise direction along the arc of a curve having a radius of 270 feet a distance of 282.74 feet to a point; thence running N. 33°05'05"E. 169.28 feet to a point; thence running in a clockwise direction along the arc of a curve having a radius of 830 feet a distance of 300 feet to a concrete bound, the last 5 course following the northerly and westerly line of Gate House Road as shown on said plan; thence running N. 64°39'31"W. along Lot 1B as shown on said plan 1,037.83 feet to a concrete bound; thence running S. 86°48'12"E. along land now or formerly of Regina G. Ellis 1,870.09 feet to a concrete bound; thence running N. 05°05'45" E. along land of said Ellis 296.16 feet to a concrete bound; thence running N. 04°25'02" E. along land now or formerly of Henry Wisneski 170.21 feet to a concrete bound at Massachusetts Coordinate System Y=499,649.378 X=334,414.988; thence running S. 87°03'32" E. along the subdivision known as "Echo Hill North" 1,671.95 feet to a concrete bound; thence running S. 01°06'04" E. along land now or formerly of John W. Zahradnik et ux 143.45 feet to a concrete bound; thence running S. 88°14'03" E. along said Zahradniks' land 254.21 feet across the Amherst-Pelham Town Line to a point in the westerly line of Harkness Road; thence running in a counterclockwise direction along the arc of a curve having a radius 525 feet 154.85 feet to a point; thence running S. 05°48'22" E. 824.01 feet to a concrete bound, the last 2 courses being by the westerly line of said Harkness Road; thence running N. 88°45'05" W. along land now or formerly of Albert C. and Arthur E. Owen 221.79 feet to a concrete bound; thence running S. 08°23'20" E. along said Owens' land 150 feet to a concrete bound; thence running N. 88°41'02" W. along land now or formerly of Francis and Ward D. Strange 886.29 feet to a concrete bound; thence running. 07°53'49" W. along said Stranges' land 253.34 feet; thence running S. 23°00'21" W. 161.59 feet to a concrete bound; thence running S. 40°42'10" W 125.60 feet to a concrete bound; thence running S. 65°36;20"W 60.75 feet to a concrete bound; thence running S. 28°22'37" W. 260.05 feet to a concrete bound; thence running S. 35°35'48" W. 359.69 feet to a concrete bound, the last 5 courses being by land now or formerly of Roger W. Owen et ux; thence running N. 85°33'01" W. along land now or formerly of Ruth Bundy 524.43 feet to a concrete bound; thence running N. 13°32'21" E. 815.40 feet to a concrete bound; thence running N. 87°08'55" W. 933.83 feet to a point; thence running N. 86°54'55" W. 841.17 feet to the place of beginning, the last 2 courses being by land now or formerly of Edward P. Doleva et ux.

For further reference see plan of land entitled, "Definitive Subdivision Plan 'Echo Hill South' Amherst, Mass. Prepared For William E. and Sophia Aubin", dated November 29, 1965, Almer Huntley Jr. & Assoc., Inc. surveyors.

THE FOREGOING IS A TRUE COPY OF THE RECORD
IN BOOK 1500, PAGE 327, OF THE HAMPSHIRE
COUNTY REGISTRY OF DEEDS.

DATE Jan 26, 1967 Attest: Robert F. Gilmsmadt
Register