

See Book 3734 Pg. 147
See Book 3893 Pg. 201
See Book 3969 Pg. 262
See Book 3617 Pg. 227
See Book 3685 Pg. 42
See Book 3734 Pg. 158

KINGSBERRY HILL CONDOMINIUM

NORTON, MASSACHUSETTS

MASTER DEED

G.P.DEVELOPMENT, INC., a Massachusetts Corporation with and usual place of business at Graham Hill Drive, Hanover, Plymouth County, Massachusetts, hereinafter referred to as Declarant, being the owner of the land on East Main Street, Norton, Bristol (North) County, Massachusetts as described in Exhibit "A" attached hereto, do hereby by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected or to be erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter referred to as the "Property", to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, all as shown on a plan to be recorded herewith, and does hereby state that they propose to create and do hereby create, with respect to the property a (7)Seven Phase Condominium to be governed by and subject to the provisions of said Chapter 183A.

I.

NAME AND DESCRIPTION OF PREMISES

The name of the Condominium hereby created shall be " KINGSBERRY HILL CONDOMINIUM ". The premises which constitute the condominium comprise the land (the "LAND") and buildings situated at East Main Street, Norton, Bristol (North) County, Massachusetts, (collectively, the "Condominium"), as shown on a site plan. Said plans being the Condominium plans hereafter referred to, all of which are recorded herewith, said premises being bounded and described as set forth on the attached Exhibit

"A", Kingsberry Hill Condominium Phase I consist of four (4) Units situated in one (1) building being numbered 37-40 inclusive and having access to East Main Street, Norton, Massachusetts, all as shown on the condominium plans which show the layout, location, unit numbers and demensions as built. Declarant intends, and hereby reserves the right, but not the obligation, to create six (6) additional phases, including any part thereof, as shown on the plans hereinbefore mentioned.

When and if all phases are completed the Condominium will contain forty (40) units. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas, and roadways and other amenities over that portion of the premises shown as subsequent phases on the condominium plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the addition of susequent phases an easement to pass and repass over all the said land in said Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the addition of the said additional phases. Thereafter, the Declarant shall have such right and easement to use the driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in said additional phases, provided that such easement for access and construction shall not interfere with the access of the owners of the units in Phase I and the owners of the units in each subsequent phase if and when added to the Condominium.

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

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

The Declarant reserves the right for a period of one year from the date Declarant relinquishes control of the Association as provided in Article II to re-enter the premises for the purpose of inspecting the premises and making repairs to the Common Areas and the Units. The right hereunder reserved may not be modified, amended or altered except by an amendment to this Master Deed assented to in writing by the Declarant.

II.

UNIT OWNERS ORGANIZATION

The unit owners shall manage, regulate or otherwise control and deal with the Condominium and the common elements through a Trust, which has been formed in conjunction with this Master Deed and enacted pursuant to said Chapter 183A.

The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST", the

name of the original Trustees are:

Raymond Passenti	Norton, MA
Arthur M. Graham	Hanover, MA

The Trustees shall serve for a term of one (1) year, but the original Trustees shall serve until 120 days after the Declarant of this Master Deed ceases to be the owner of at least twenty-five (25%) percent beneficial interest in said Trust, including subsequent Phases or five (5) years, whichever is sooner, or if an original Trustee or Trustees are unable to so serve, a designatee appointed by the Declarant shall serve until 120 days after the Declarant ceases to be the owner of at least twenty-five (25%) percent beneficial interest in said Trust, or five (5) years, whichever is sooner. Said Trust has been enacted by Laws pursuant to Chapter 183A.

III.

DESCRIPTION OF LAND

See Exhibit "A" attached hereto and made a part hereof.

IV.

DESCRIPTION OF BUILDINGS

When the seven (7) phases are completed, the buildings and improvements constructed on the property as shown on said plan to be recorded with Bristol (North) County Registry of Deeds and further described for the respective phase when said phase plans are recorded, are:

- a) Seven (7) buildings containing Forty (40) Townhouse style residential units, some with garages,
- b) walk ways, drive ways, steps, decks and patios all as set forth on said plan.

Phase I of the Condominium consists of (4) four units in one building, said building containing two stories and a basement. Said building is designated Building #7, and the Units designated 37-40 inclusive, all as shown on said plans.

The building is constructed primarily of concrete foundation, wood frame construction, with vinyl, and partial glass or wood siding, 1/2" plywood and concrete sub-floors, asphalt shingle roofs, sheetrock walls and glass windows and some doors.

The description of the improvements will be more particularly set forth in the operative amendments for the respective phases but all buildings and improvements in subsequent phases shall be consistent with the buildings and improvements in Phase I in terms of quality of construction.

V.

DESCRIPTION OF UNITS

See Exhibit "B" attached hereto and made a part hereof.

VI

DESCRIPTION OF UNIT BOUNDARIES AND RIGHTS

The boundaries of the units, with respect to the floors, ceilings and walls thereof, are as follows:

- a) FLOORS - the plane of the upper surface of the sub-flooring or in the case of the basement area and garage floors, the plane of the upper surface of the concrete floor slab.
- b) CEILINGS- the plane of the lower surface of the overhead ceiling joists.
- c) INTERIOR
WALLS -(ie. walls within the unit and walls between

units) The plane of the surface of the wall studs facing into the unit, ie. stud face to stud face, or in the case of basement or concrete walls, the plane of the interior surface of the concrete wall.

d) EXTERIOR BUILDING WALLS-

The plane of the interior surface of the wall studs, or in the case of basement or concrete walls, the plane of the interior surface of the concrete wall.

Included within each unit are the windows, doors and the inside portions of the window and doorframes located beyond the boundaries of the unit, or, if said frames are one unit, the entire frame is within the unit, or in the case of the green house units or skylights the entire unit frame and glass is within the unit. Light switches, electrical boxes, and light and other electrical fixtures beyond the boundaries of the unit, as to which each unit shall have the right of easement of encroachment over the common elements for replacement or repair. All such replacement or repair shall be done by qualified persons and shall be in such character and style as now exists unless the written approval of Trustees shall have been obtained.

There is appurtenant to each unit:

- a) the exclusive easement to use the parking area as set forth on Schedule "A", and the Condominium plans.
- b) The exclusive easement to use the decks or patio, as set forth in Article V, but with the obligation in such unit owner to keep said areas free of debris, maintained in good repair,

- (exclusive of painting) and to keep said areas free of snow and ice built up.
- c) The right in common, with all other unit owners, to use all of the common elements. This right shall not apply to parts of the common elements subject to an exclusive easement, nor to areas as set forth herein assigned for the use of a particular unit by the Board of Trustees, and is subject to the rules and regulations established by the Board of Trustees, the provisions of the Unit Owners Condominium Trust, the provisions of this Master Deed and Massachusetts General Laws, Chapter 183A.
- d) The unrestricted and perpetual right of ingress and egress to each unit.

VII.

DESCRIPTION OF THE COMMON ELEMENTS

The owner of each unit shall be entitled to an undivided interest in the common elements, in the percentages set forth in said Schedule "A" and as may be amended by the addition of subsequent phases.

The common areas and facilities of the Condominium, hereinafter referred to as the "COMMON ELEMENTS", consists of the entire property designated in Exhibit "A" aforesaid (Subject however, to the right and easement of the Declarant to add the units constituting subsequent Phases as hereinbefore described in conjunction therewith to grant mortgages in all or part of the buildings constituting such subsequent Phases, including the rights and easements hereunder reserved and hereafter to submit such phases by amendment to the Master Deed as provided in this

Master Deed and until such amendment is recorded by the Declarant submitted any of said buildings in such subsequent Phases the buildings will remain the property of the Declarant and shall not constitute part of the Condominium) including all the parts of the buildings and improvements thereon, but excluding the units as set forth above, and shall include without limitation the following:

- a) the land upon which the buildings and improvements are erected;
- b) all foundations, columns, beams, supports, studs, concrete floor slabs, exterior walls, interior walls, chimneys, roof, gutters, down spouts and all other elements attached to the buildings, but not included within the unit ownership.
- c) All attic areas above the interior plane of ceiling joists.
- d) All conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, air and all sewer and drainage pipes and sewage system, electric wires, electrical units or facilities, water pipes all if owned by the Declarant, and if not so owned, the right and easement to use the same.
- e) The land, lawns, gardens, decks, patios, roads, walks, pathways, walls, bridges, parking spaces, storage buildings, signs and other improved or unimproved areas not within the units.
- f) All installations outside the units for services of power, sewage and water.
- g) All other apparatus and installations existing for the common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

h) All and parking areas.

i) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the property.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed, and the terms and conditions of the special permit issued by the Town of Norton.

VIII.

MAINTENANCE OF COMMON AREA

The Trustees of the Unit Owners Condominium Trust shall be responsible for the maintenance, care, repair, improvement and management of the common elements.

If a unit owner who is responsible for the cosmetic maintenance, snow and ice removal from a deck or patio as set forth above, and such unit owner fails to do same and if in the opinion of the Trustees such failure effects the appearance or safety of the Condominium, the Trustees have the authority to contract to have the same done and charge the cost of such to the unit owner responsible for the same.

Pursuant to and in compliance with an agreement with the Town of Norton, all ways shown on the Condominium plan shall forever remain private ways and Kingsberry Hill Unit Owners Condominium Trust shall be responsible for the upkeep, maintenance, repair and rebuilding of said ways.

It is expressly stated that the Town of Norton shall NOT be responsible for any maintenance, upkeep, repair, rebuilding or

rebuilding work on said ways and shall NOT be responsible for the installation, maintenance, upkeep, repair or replacement of any utilities in, over or under said ways or to the units serviced by said ways.

If a unit owner, his agent, servant or tenant shall cause damage to the common elements, the Trustees have the authority to contract for repair of the damage and charge the cost of such repair to such unit owner.

IX.

FLOOR PLANS

Simultaneously with the recording hereof, there will be recorded a set of plans of the building showing the layout of units, location of driveways, parking area designations, and other common elements, and bearing the verified statement of a registered architect, registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units, as built.

X.

USE OF UNITS

A.) No use may be made of any unit except as the residence of the owner thereof or his lessees and members of their immediate families. No unit or any portion thereof may be used as a professional office, whether or not accessory to such residential use, unless authorized in writing by the Board of Trustees, and no commercial or other business use may be made of the units, provided, however, the Declarant may maintain and operate an office on the premises until all units have been sold.

B.) LEASING- Neither a unit owner nor the Declarant shall lease or rent his unit for a period of less than six (6) months. All leases shall be in writing and subject to the provisions of (1) Chapter 183A (2) this Master Deed and (3) the Declaration of Trust of Unit Owners Condominium Trust and By-Laws and any Rules and Regulations promulgated thereunder.

All leases shall be submitted promptly by the lessor to the Board of Trustees for approval.

C.) The architectural and structural integrity of the buildings and the units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed or attached to any such unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door or door frames shall be made, and no painting of decalomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window. This shall not restrict the right of unit owner to decorate the interior of their units, except that the window side of all drapes shall be white.

D.) No unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws and any and all rules and regulations pursuant to the foregoing document.

Said restrictions shall be for the benefit of the owners of all units and the Association, and shall be enforceable by law, be

perpetual; and, to that end, be extended at such time or times and in such manner as permitted or required by law, for the continued enforceability thereof.

No unit owner shall be liable for any such breach of the provisions of this paragraph, except such as occur during his or her ownership thereof.

E.) Any lease covering any unit must run for a minimum of six (6) months and must cover the entire unit. No unit can be sublet.

F.) This section on pets is included in the Master Deed pursuant to M.G.L. Chapter 183A and Johnson vs Keith 368 Mass.316

PETS- Except for seeing eye dog and paragraph B immediately following, no animals, birds or reptiles may be kept anywhere on the property at any time. Guests and lessees are not permitted to keep any pets.

EXCEPTION-

I. FISH AND BIRDS

Unit owners may keep, within their own units, those small fish usually found in home aquariums and domesticated caged birds of the canary and parakeet type.

2. DOGS AND CATS

A. The keeping of a dog or cat at the Condominium is not a right, but a conditional license available only when the unit owner is in residence. This conditional license is subject to termination at any time by the Board of Trustees upon determination that a dog or cat is vicious, annoying to other unit owners, or has otherwise become a nuisance, or if the unit owner keeping a dog or cat violates any other condition or reservation set forth herein. A unit owner having a dog or cat

at the Condominium assumes full liability for any damages, to persons or property, caused by his dog or cat or resulting from its presence. The conditional license to keep one dog or cat is granted to the unit owner subject to the foregoing and following conditions:

1. Each unit owner must register his dog or cat with the Board of Trustees and provide pertinent information requested by them.
2. A dog or cat must be of a size that can be comfortably transported in one's arms and must not weigh more than twenty-five pounds.
3. A dog or cat must be on a leash at all times at Condominium premises, except when in its owner's unit.
4. No dog or cat may be curbed anywhere on landscaped or paved areas.
5. Dog or cat owners shall make certain that their pets refrain from barking, howling, or making other noises that may disturb other unit owners.
6. Accidents will happen; pet owners are responsible for removing and disposing of their pets droppings from the common domain, and for cleaning up any mess caused by their droppings.

XI.

AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by the Declarant with the

written consent of a majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Law of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by them, or otherwise affect the rights reserved by the Declarant without the written assent of the Declarant in each instance, nor shall it modify the rights of any Unit Owner to the exclusive use of any portion of the common areas and facilities herein granted without the written assent thereto of the Unit Owner affected thereby and the first mortgagee holding a mortgage of record on the Unit.

If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. (Except for a percentage change as a result of a Phasing Amendment). No amendment shall be effective until filed with the Registry of Deeds.

Notwithstanding any of the provisions herein or of Chapter

183A, the Declarant, their heirs, successors, and assigns, reserve the right to construct on the premises such additional Units (or any lesser part thereof) as described in Article I and Article IV, and after such construction is substantially completed to amend this Master deed creating subsequent Phases (including any sub phase) as hereinbefore described, and each unit owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed, irrevocably appoint the Declarant, his successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instrument necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase or phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire the earlier of (i) five (5) years from the date of recording of this Master Deed, (ii) the recording of an instrument with the Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phase or phases; or (iii) the recording of the amendment adding the last phase (or sub phase in the last Phase) by which all units to which the Declarant is entitled will thereupon have been added to the Condominium. All future improvements with respect to the phase to be added shall be consistent with the initial improvements in terms of quality of construction.

PERCENTAGE OF INTEREST IN COMMON ELEMENTS

The percentage of interest in the common elements of each unit is set forth in Schedule "A". Such percentage shall be in the approximate relation that the fair value of the unit on the date of the Master Deed bears to the then aggregate fair value of all the units, taking into account:

1. Square footage
2. Location of the unit
3. Unique characteristics
4. Sales price

When activating the subsequent Phases the Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the units existing before as well as after each Phase Amendment provided that such percentage interests as modified are in compliance with Chapter 183A, as amended, and the above standard.

XIII.

ENCROACHMENTS

Each unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said unit encroaches upon any other unit or the common area upon any portion of the common elements encroach upon said unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

XIV.

PIPES, WIRES, FLUES, DUCTS, CABLES,
CONDUITS, PUBLIC UTILITY LINES AND
OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS

Each unit owner shall have an easement, in common with the owners of all other units, to use the pipes, wires, ducts, flues, cables, conduits, public utility lines or other common elements located in any of the other units, or elsewhere in the Condominium and serving his unit. Each unit shall be subject to an easement in favor of the owner of all other units or portions of the Condominium, to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common elements or other portions of the Condominium. The Board of Trustees shall have the right of access to each unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the common elements contained therein or elsewhere in the buildings.

XV.

USE OF THE COMMON ELEMENTS IN COMMON
WITH OTHERS

Except as to those common elements for which exclusive rights and easements are created by this Master Deed, each unit owner shall have the right to use the common elements, including the bridges, stairways, roads, paths and walks, in common with all others entitled thereto, as provided in the By-Laws of the Trust, and the Rules and Regulations adopted thereunder.

XVI.

ASSESSMENTS, CHARGES AND TAXES

Each unit owner shall pay all assessments and charges lawfully imposed by the Board of Trustees pursuant to this Master Deed, the Trust Document and the charges for fines imposed under the Rules and Regulations for violations of Rules or failure to pay assessments. In the event of non-payment, the Trustees shall record a lien statement covering the unit in question and its interest in the common elements and enforceable under Massachusetts General Laws, Chapter 183A. Even in the event of failure to record a lien, a purchaser of a unit shall be liable for the payment of such charges assessed and unpaid against said unit prior to such acquisition, unless at time of taking title, purchaser obtains and records a statement executed by the Trustees or one of them as designated by an instrument in writing recorded at Bristol (North) County Registry of Deeds, stating that no assessment exists as to said unit. A mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for, and such unit shall not be subject to a lien for payment of charges assessed prior to the foreclosure sale.

Each owner or occupant thereof shall be responsible to bear the charges, whether taxes, utilities or other charges, as may be separately charged or assessed against such owner or occupant, as provided by law. All units in activated Phases shall be allocated full assessments for common expenses no later than 60 days after the first unit is conveyed. However, each unit shall be allocated a full assessment upon conveyance of said unit.

XVII.

SERVICE OF PROCESS

In any suit, claim or proceeding against the Trust or Association, service of process shall be made upon the Trustees named herein or provided hereinafter, and such service shall be binding upon the Trust.

XVIII.

REBUILDING, RESTORATION OR IMPROVEMENT

1. In the event of any casualty loss to the common areas and facilities, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all unit owners of such determination. If such loss, as so determined, does not exceed the ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss, as so determined, does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all unit owners (a) a form of agreement (which may be in several counterparts) signed by unit owners, authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.
2. If and whenever the Trustees shall propose to make any

improvements to the common areas and facilities of the Condominium, or shall be required in writing by the unit owners holding twenty-five (25%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all unit owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by unit owners holding seventy-five (75%) percent or more of the beneficial interest, the Trustees shall proceed with the improvements with the cost borne by all unit owners. If such percentage exceeds fifty (50%) percent, the Trustees shall proceed to make the improvements specified, with the cost borne by the owners so agreeing, all as provided in Massachusetts General Laws, Chapter 183A, Section 18.

3. If and whenever any unit owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such unit owner's own expense, and the Trustees determine, in their reasonable discretion, that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the unit owner proposing the same without the consent or approval of other unit owners, subject to such contractual undertaking of the unit owner proposing such improvement as the Trustees, in their reasonable discretion, deem

to be necessary or desirable under the circumstances.

4. Notwithstanding anything in the preceding paragraph 1 and 2 contained (a) in the event that any unit owner shall, by notice in writing to the Board of Trustees, dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under the Section 4, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Board of Trustees or the dissenting unit owner or owners may submit the matter to arbitration, and, for that purpose, one arbitrator shall be designated by the Board of Trustees, one by the dissenting unit owner or owners, and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not, in any event, be obliged to proceed with any repair, rebuilding or restoration, or any improvement unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

5. Nothing contained herein shall allow the Trustees to have an improvement or capital requisition in excess of \$3,000.00 without first having obtained the approval of a majority in interest of the unit owners.

6. In the event of taking in condemnation or by eminent domain of part or all of the Condominium Property, the award made for such taking shall be payable to the Trustees or the Insurance Trustee for the benefit of the unit owners and their mortgage holders if such award amounts to twenty-five thousand

(\$25,000.00) dollars or less. If the award amounts to more than twenty-five (\$25,000.00) dollars, it shall be payable to the Insurance Trustee, if one has been designated, and otherwise to the Trustees for the benefit of the unit owners and their mortgage holders.

Except as hereinafter provided, damage to or destruction of the Condominium Property shall be promptly repaired and restored by the Trustees using the proceeds of condemnation for that purpose, and the unit owners shall be liable for assessment for any deficiency; provided, if there is substantial total destruction of the property and seventy-five (75%) percent of the unit owners vote not to proceed with the repair and restoration of the Condominium, the Trustees or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The Trust shall represent the unit owners in any proceedings, negotiations, settlements or agreements with respect thereto, and each unit owner by acceptance of a unit deed shall be deemed to have appointed the Trust as an attorney-in-fact for that purpose.

XIX.

REMOVAL OF PROPERTY FROM CHAPTER 183A

A. Eighty (80%) percent of the unit owners may remove all or a portion of the Condominium from the provisions of Massachusetts General Laws, Chapter 183A, by an instrument to that effect, duly recorded, provided that the holders of all liens upon any of the units affected consent thereto by instrument duly recorded, and the portion thereof thus removed shall be owned in common by the

unit owners and the organization of unit owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each unit owner shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities.

B. Such removal shall not bar the subsequent resubmission of the land and buildings involved to the provisions of Massachusetts General Laws, Chapter 183A.

XX.

UNITS SUBJECT TO MASTER DEED, UNIT DEED, TRUST
TRUST BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations as they may be amended from time to time, and the items affecting the title to the property as set forth in Article III above.

The acceptance of a deed of conveyance, or the entering into occupancy of any unit shall constitute an agreement that:

a) The provisions of the Master Deed, the Unit Deed, the Trust and By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the property, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate

in such unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

b) A violation of the provisions of the Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such owner shall be deemed substantial violation of the duties of the Condominium unit owner.

The Trust, Trustee and any agrieved unit owner shall have a right of action against any unit owner or who fails to comply with the constituent Documents or decisions of the Trust.

Any unit owner shall have a right of action against the Trustees or the Trust for failure to comply with the constituent Documents or decisions of the Trust.

XXI.

Invalidity

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had not been included herein.

XXII.

WAIVER

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

This Master Deed is set forth to comply with the requirements of

Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

XXIII.

PROVISIONS FOR THE PROTECTION OF MORTGAGES

Notwithstanding anything previously contained herein:

1. Any right of first refusal contained herein shall not impair the rights of a first mortgagee to:
 - a) Foreclosure or take title to a Condominium unit pursuant to the remedies provided in the mortgage, or
 - b) to accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor.
 - c) sell or lease a unit acquired by the mortgagee.
2. Any first mortgagee, who obtains title to a Condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.
3. Except as provided by statute in case of condemnation or substantial loss to the unit and or common elements of the Condominium project, unless at least 2/3 of the first mortgagees (based upon one vote for each first mortgage owned or owners (other than sponsor, developer or builder) of the individual Condominium units have given their prior written approval, the CONDOMINIUM OWNERS TRUST shall not be entitled to:
 - a) by act or omission seek to abandon or terminate the Condo-

minium project:

- b) change the pro rata interest or obligation of any individual Condominium units for the purpose of: (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium unit in the common elements;
 - c) partition or subdivide any Condominium unit;
 - d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project, shall not be deemed a transfer within the meaning of this clause)
 - e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such Condominium property.
4. A first mortgagee, upon request, will be entitled to written notification from the Board of Trustees of (1) any default in the performance by the individual unit borrower of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days (2) any condemnation or casualty loss which affects either a material portion of the Condominium or the unit securing its mortgage; (3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and (4) any proposed action

- that requires the consent of a specified percentage of eligible mortgage holders. Condominium Constituent Documents are the Master Deed, the Declaration of Trust, the By-Laws, and any Rules and Regulations promulgated thereto.
5. Any agreement for professional management of the Condominium, or other contract providing for the services of the developer, sponsor or builder, shall not exceed three years. Any such agreement must provide for termination by either party or 30 days notice without cause and without payment of a termination fee. (This section does not infringe on the Declarant's rights to maintain control until 120 days after seventy-five (75%) percent of the interest in the project is sold or five (5) years whichever is earlier, all as set forth above.)
 6. In addition to 66 2/3% of unit owners (as set forth in Article XI hereof, any material amendment to the Constituent Documents shall require the approval of at least 51% of all mortgage holders of the units that are subject to mortgages. The definition of "Material Amendment" as defined by the Federal National Mortgage Association (hereinafter "FNMA") and Federal Home Loan Mortgage Corporation (hereinafter FHLMC) is incorporated by reference into the Condominium Documents.
 7. Any vote, by unit owners, to terminate the legal status of the project for reasons other than substantial destruction or condemnation of the property, to be effective, must be agreed to by at least 67% of the eligible mortgage holders of the mortgaged units.

Nothing contained in this Article shall impair, limit, or prohibit the Declarant's rights for control until 120 days after 75% of the units sold, or five (5) years, whichever is sooner, or for phasing all as set forth above.

XXV.

BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and Lenders and to Holders, Insurers or Guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

XXVI.

CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and of the said By-Laws shall be construed so as to qualify any such mortgages for sale

to PHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

XXVII.

COVENANTS AND RESTRICTIONS

The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses and interest incurred by the Association and shall be collected as any other common charge from said Unit Owner.

XXVIII.

The Declarant herein expressly reserves the right, as long as it is the owner of at least one unit, to amend this Master Deed and Unit Owners Trust for the purpose of

correcting:

- 1.) Errors in spelling and punctuation.
- 2.) Scriveners errors.
- 3.) Typographical errors.
- 4.) Errors in phraseology.
- 5.) Bringing the Master Deed and Trust in conformity with FNMA requirements.

XXVIX.

CAPTIONS

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

XXX.

CONFLICTS

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, or the Declaration of easements by the Declarant of even date and recorded herewith, then the provisions of said statute or the Declaration of easements, as the case may be, shall control.

XXXI.

All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meaning herein unless the context otherwise requires.

IN WITNESS WHEREOF, the Declarant, G.P. DEVELOPMENT INC.. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passanti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 2 day of October 1987.

G.P.DEVELOPMENT INC.

Raymond Passanti
Raymond Passanti Pres.

Arthur M. Graham
Arthur M. Graham, Treasurer.

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

10-2 1987

Then personally appeared the above named Raymond Passanti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of G.P. Development Inc., before me.

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Robert J. Barrett
Notary Public
My comm. expires 11/21/91
Robert J. Barrett

SCHEDULE "A"

PHASE	BLDG. #	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE PHASE I	OF INTEREST IN PHASE I & II	IN THE COMMON ELEMENTS, PHASE I, II & III	PHASE I, II, III & IV	PHASE I, II, III, IV & V	PHASE I, II, III, IV, V, VI, VII
IV	6	35		35		TO BE SET FORTH	IN RESPECTIVE PHASE OPERATION			
IV	6	36		36						
V	3	13		13						
V	3	14		14						
V	3	15		15						
V	3	16		16						
V	3	17		17						
V	3	18		18						
VI	4	19		19						
VI	4	20		20						
VI	4	21		21						
VI	4	22		22						
VI	4	23		23						
VI	4	24		24						
VII	5	25		25						
VII	5	26		26						
VII	5	27		27						
VII	5	28		28						
VII	5	29		29						
VII	5	30		30						

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"EXHIBIT A "

DESCRIPTION OF LAND

A certain parcel of land with the buildings and improvements to be erected thereon situated on the corner of East Main Street and Leonard Street in Norton, Bristol County, Massachusetts, and being shown as LOT 1-20 on a plan of land entitled, "LOT 1-20, as BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA, SCALE 1" = 40', October 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS.," said plan to be recorded herewith.

Said parcel containing 47,083 acres of land, more or less. Said parcel of land is also shown as LOT 1-20 on a plan of land entitled, "DIVISION OF LAND IN NORTON, PREPARED FOR RAYMOND PASSENTI, SCALE 1"=100', JANUARY 28, 1986, REVISED AUGUST 6, 1986 BY HUGHES ASSOCIATES, PEMBROKE, MASS." said plan recorded Bristol (North) Registry of Deeds in Plan Book 243, Page 70.

Being the same premises conveyed to the Declarant by deed dated 12/22/86 recorded Bristol (North) County Registry of Deeds in Book 3264 Page 171.

1. Said parcel is subject to a 50' right of way along its southeasterly boundary, as shown on said plan.

2. Said parcel is subject to a mortgage to the Abington Savings Bank, recorded Bristol (N) County Registry of Deeds Book 3391 Page 52.

3. Said parcel is subject to a mortgage to Raymond Passenti

recorded with Bristol (N) County Registry of Deeds Book 3264, Page 172.

4. Said parcel is subject to the terms of a Special Permit with continuing conditions dated 12/24/86 recorded with Bristol (N) County Registry of Deeds Book 3297, Pages 30 - 44.

5. Said parcel is subject to an easement to the New England Telephone & Telephone Co., and Massachusetts Electric Co. dated 2/4/87 recorded with Bristol (N) Registry of Deeds Book 3318, Page 308.

6. That portion of the Condominium premises shown as and designated as "OPEN SPACE", on the plans to be recorded herewith are expressly subject to a Conservation Restriction to the Town of Norton.

The terms of the conservation restriction are as follows: that neither the Declarant nor its successors or assigns will perform the following acts nor permit others to perform them, hereby granting to the Town the right to enforce these restrictions against all persons:

1. No building, sign, outdoor advertising display, fence, mobile home, utility pole or other temporary or permanent structure will be constructed, placed or permitted to remain on said parcel except as provided in paragraph five.

2. No soil, loam, peat, sand, gravel, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish,

debris, junk waste or unsightly or offensive material will be placed, stored or dumped thereon.

3. No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be excavated or removed from said parcel in such manner as to affect the surface thereof, except as may be provided in paragraph five.

4. No trees, grasses or other vegetation shall be cut or otherwise destroyed, except as may be provided in paragraph five.

5. Notwithstanding anything contained in paragraphs one through four, the Declarant reserves to itself, its successors and assigns the right to conduct or permit the following activities on said parcel:

a. the cultivation and harvesting of crops, flowers, hay and shellfish; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection with cattle grazing;

b. the cultivation and harvesting of forest products in accordance with recognized forestry conservation practices, including the construction of fire roads, provided that all slash is chipped or removed from site;

c. the construction and maintenance of 2 storm drains, as shown on said plan.

The foregoing restriction is authorized by G.L. c. 184, section

31-33, and is intended to retain said parcel predominantly in its natural, scenic and open condition, in agricultural farming and forest use respectively, as various parts are used in order to protect the natural and watershed resources of said Town. The restriction shall be administered by the conservation commission of said Town, established under G.L. c.40, section 8C.

The conservation restrictions hereby conveyed does not grant either the Town or the public any right to enter upon said parcel except as follows:

1. We grant to the Town permanent easement of access to enter said parcel, by its conservation commission for the purpose of inspecting the premises and enforcing the foregoing restrictions and remedying any violation thereof. The right hereby granted shall be in addition to any other remedies available to the Town for the enforcement of the foregoing restrictions.
(Requires by G.L.c184, sec.32).

2. We grant to the Town a permanent easement to enter said parcel by its conservation commission or its designees to plant and selectively cut or prune trees, brush or other vegetation to improve the scenic view and to implement disease prevention measures.

3. We grant to the town and general public an easement to pass and repass upon said parcel on foot for purposes of fishing, hiking, winter sports or nature study, and to permit the town

through its conservation commission to clear and mark trails for said purposes. This easement is limited to the purposes set forth in this Article 3, and in time from dawn to dusk.

Notwithstanding the above it shall be the continued obligation of Kingsberry Hill Condominium Trust (the Homeowners Association) to maintain the open space common area.

The Declarant expressly reserves the right to grant said restrictions in such form and substance as requested by the Town of Norton and the Commonwealth of Massachusetts Secretary of the Executive Office of Environmental Affairs.

EXHIBIT " B "

The Condominium shall include 40 residential units in seven (7) buildings to be constructed and converted in seven (7) Phases; and each unit shall be of a design and with the rights as set forth below:

PHASE I BUILDING 7 - UNITS 37 - 40

UNITS:

37 & 40 - A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in building 7 as exterior units and contain:

1. A full cellar

2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.

3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.

- e) An exclusive easement to use the pad for the airconditioning equipment serving the respective unit.
- f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".
- g) An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

38 & 39

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in building 7 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 38 and 39 have an exclusive easement in common to use the front stoop and steps serving

- the unit,
- c) An exclusive easement to use the flue venting the furnace and fireplace,
 - d) An exclusive easement to use the attic area above the unit,
 - e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
 - f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
 - g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

All aforesaid units, their location, layout, number of rooms,

square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

PHASE II, BUILDING 1

Units 1 - 6

PHASE III, BUILDING 2

Units 7 - 12

PHASE IV, BUILDING 6

Units 31 - 36

PHASE V, BUILDING 3

Units 13 - 18

PHASE VI, BUILDING 4

Units 19 - 24

PHASE VII, BUILDING 5

Units 25 - 30

A description of the units, Phases II - VII, their rights, obligations and exclusive easements will be more particularly set forth in the documents and plans creating said respective Phases.

-4-

REC'D OCT 13 1987 AT 3-4 5 PM AND RECORDED

KINGSBERRY HILL CONDOMINIUM
AMENDMENT NO.1
TO THE MASTER DEED CREATING PHASE II

G.P. DEVELOPMENT, INC. a Massachusetts Corporation with an usual place of business at Graham Hill Drive, Hanover, Massachusetts, (hereinafter "Declarant") being the Declarant in the Master Deed creating "KINGSBERRY HILL CONDOMINIUM" (a 7 Phase Condominium) (hereinafter "Condominium"), which Master Deed is dated October 2, 1987, and recorded with Bristol (N) County Registry of Deeds in Book 3591, Page 192, in accordance with the provisions of said Master Deed and by virtue of this Amendment, does hereby create Phase II of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

I.

UNIT OWNERS ORGANIZATION

The unit owners shall manage and regulate and deal with the Condominium and the common elements through a Trust which was formed in conjunction with the above Master Deed. The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST" dated October 2, 1987 recorded Bristol (N) County Registry of Deeds Book 3591, Page 234, the term of which are incorporated by reference.

II.

DESCRIPTION OF PREMISES

Said Phase II is located on land at E. Main and Leonard Streets, Norton, Bristol County, Massachusetts, as described in Exhibit "A" of the Master Deed and said Phase II consists of one (1) building situated thereon, shown as Phase II on plans entitled "LOT 1-20 AS BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA., SCALE 1"=40', OCTOBER 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS."

Said plan recorded Bristol (N) County Registry of Deeds in Plan Book 259, Page 8 - 11. Said premises being bounded and described as set forth on Exhibit "A" of the Master Deed.

III.

DESCRIPTION OF BUILDING.

Phase II of the Condominium consists of six (6) Units with concrete foundation, wood frame construction, vinyl , partial glass or wood siding and asphalt shingle roofing, sheetrock walls, glass for windows and some doors and sky lights. The driveways and parking area's are asphalt, all as shown on said site plan and as built building plans to be recorded herewith.

IV.

DESIGNATION OF UNITS.

Approximate area and other descriptive information are shown on the attached Exhibit "A" and the said Condominium plans.

V.

INTEREST OF UNIT OWNERS.

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in the attached Schedule "A".

VI.

BOUNDARIES OF UNITS.

The boundaries of the units are set forth in Paragraph VI of the said Master Deed.

VII.

RESTRICTIONS ON USE OF UNITS.

The said units are subject to the restrictions as set forth in the Master Deed.

VIII.

UNIT APPURTENANCES.

Appurtenant to each unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in the

Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

IX.

COMMON AREAS AND FACILITIES.

The common areas and facilities are as set forth in Paragraph VII of the Master Deed and are further subject to the rights of the Declarant to construct subsequent Phases as provided therein.

X.

INCORPORATION OF PROVISIONS OF THE MASTER DEED.

Each of the units in Phase II is subject to all the provisions of said Master Deed, Condominium Trust and the By-Laws of the Condominium Trust and all such Rules and Regulations as may now or hereafter be established.

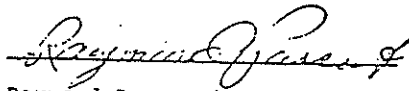
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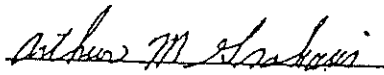
FLOOR PLANS.

Simultaneously with the recording hereof, there will be recorded a set of floor plans of the building, showing the layout, location, unit number, and dimensions of the units, and stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the unit as built.

IN WITNESS WHEREOF, the Declarant, G.P.DEVELOPMENT INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 2nd day of November 1987.

G.P.DEVELOPMENT INC.


Raymond Passenti, President

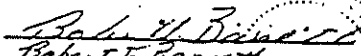

Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

11/2 1987

Then personally appeared the above named Raymond Passenti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of G.P.Development Inc., before me.


Robert F. Barrett
Notary Public

My comm.expires: 7/20/91

SCHEDULE "A"

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PHASE	BLDG. #	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS					
					PHASE I-II	PHASE I-IV	PHASE I-V	PHASE I-VI	PHASE I-VII	
I	7	37	2,370	37	11.7643	TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT				
I	7	38	1,815	38	8.8238					
I	7	39	1,815	39	8.8238					
I	7	40	2,364	40	11.7643					
II	1	1	2,406	1	11.7643					
II	1	2	1,818	2	8.8238					
II	1	3	1,819	3	8.8238					
II	1	4	1,819	4	8.8238					
II	1	5	1,818	5	8.8238					
II	1	6	2,406	6	11.7643					
III	2	7		7						
III	2	8		8						
III	2	9		9						
III	2	10		10						
III	2	11		11						
III	2	12		12						
IV	6	31		31						
IV	6	32		32						
IV	6	33		33						
IV	6	34		34						

EXHIBIT " A "

Phase II of the Condominium shall include 6 residential units in one (1) building.

PHASE II: BUILDING 1 - UNITS 1-6 inclusive

UNITS:

1 & 6 - A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 1 as exterior units and contain:

1. A full cellar

2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.

3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the airconditioning equipment serving the re-

spective unit.

f) An exclusive easement to use the driving area in front of the garage, labelled on the site plan with the number that corresponds with the unit as shown on schedule, "A".

g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

2,3,4 & 5

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 1 as interior units and contain:

- 1. A full cellar
- 2. A kitchen, dining area, living room, half bath and closets on the first floor
- 3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 3 and 4 have an exclusive easement in common to use the front stoop and steps serving the unit: units 2 and 5 have an exclusive easement to use the front stoop and steps serving

the unit on the first floor,

- c) An exclusive easement to use the flue venting the furnace and fireplace,
- d) An exclusive easement to use the attic area above the unit,
- e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
- f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
- g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

All aforesaid units, their location, layout, number of rooms,

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square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

A description of the units, Phases III- VII, their rights, obligations and exclusive easements will be more particularly set forth in the documents and plans creating said respective Phases.

-4-

REC'D NOV 5 1987 AT 12-1 2 PM AND RECORDED

KINGSBERRY HILL CONDOMINIUM
AMENDMENT
TO THE MASTER DEED CREATING PHASE III

G.P. DEVELOPMENT, INC. a Massachusetts Corporation with an usual place of business at Graham Hill Drive, Hanover, Massachusetts, (hereinafter "Declarant") being the Declarant in the Master Deed creating "KINGSBERRY HILL CONDOMINIUM" (a 7 Phase Condominium) (hereinafter "Condominium"), which Master Deed is dated October 2, 1987, and recorded with Bristol (N) County Registry of Deeds in Book 3591, Page 192 and as amended to create Phase II by instrument dated 11/2/87 recorded Bristol (N) County Registry of Deeds Book 3617, Page 227 in accordance with the provisions of said Master Deed and by virtue of this Amendment, does hereby create Phase III of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

I.

UNIT OWNERS ORGANIZATION

The unit owners shall manage and regulate and deal with the Condominium and the common elements through a Trust which was formed in conjunction with the above Master Deed. The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST" dated October 2, 1987 recorded Bristol (N) County Registry of Deeds Book 3591, Page 234, the term of which are incorporated by reference.

II.

DESCRIPTION OF PREMISES

Said Phase III is located on land at E. Main and Leonard Streets, Norton, Bristol County, Massachusetts, as described in Exhibit "A" of the Master Deed and said Phase III consists of one (1) building situated thereon, shown as Phase III on plans entitled "LOT 1-20 AS BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA., SCALE 1"=40', OCTOBER 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS."

Said plan recorded Bristol (N) County Registry of Deeds in Plan Book 259, Page 8 - 11. Said premises being bounded and described as set forth on Exhibit "A" of the Master Deed.

III.

DESCRIPTION OF BUILDING.

Phase III of the Condominium consists of six (6) Units with concrete foundation, wood frame construction, vinyl, partial glass or wood siding and asphalt shingle roofing, sheetrock walls, glass for windows and some doors and sky lights. The driveways and parking area's are asphalt, all as shown on said site plan and as built building plans to be recorded herewith.

IV.

DESIGNATION OF UNITS.

Approximate area and other descriptive information are shown on the attached Exhibit "A" and the said Condominium plans.

V.

INTEREST OF UNIT OWNERS.

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in the attached Schedule "A".

VI.

BOUNDARIES OF UNITS.

The boundaries of the units are set forth in Paragraph VI of the said Master Deed.

VII.

RESTRICTIONS ON USE OF UNITS.

The said units are subject to the restrictions as set forth in the Master Deed.

VIII.

UNIT APPURTENANCES.

Appurtenant to each unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in the

Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

IX.

COMMON AREAS AND FACILITIES.

The common areas and facilities are as set forth in Paragraph VII of the Master Deed and are further subject to the rights of the Declarant to construct subsequent Phases as provided therein.

X.

INCORPORATION OF PROVISIONS OF THE MASTER DEED.

Each of the units in Phase III is subject to all the provisions of said Master Deed, Condominium Trust and the By-Laws of the Condominium Trust and all such Rules and Regulations as may now or hereafter be established.

XI.

FLOOR PLANS.

Simultaneously with the recording hereof, there will be recorded a set of floor plans of the building, showing the layout, location, unit number, and dimensions of the units, and stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the unit as built.

IN WITNESS WHEREOF, the Declarant, G.P.DEVELOPMENT INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 20th day of Jan. 1988.

G.P.DEVELOPMENT INC.

Raymond Passenti
Raymond Passenti, President

Arthur M. Graham
Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

1/20 1988

Then personally appeared the above named Raymond Passenti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of G.P.Development Inc., before me.

Robert J. Barrett
Notary Public

My comm.expires: 7/25/91
Robert J. Barrett

EXHIBIT " A "

Phase III of the Condominium shall include 6 residential units in one (1) building.

PHASE III: BUILDING 2 - UNITS 7-12 inclusive

UNITS:

7 & 12 - A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 2 as exterior units and contain:

1. A full cellar
2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.
3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the airconditioning equipment serving the re-

spective unit.

f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".

g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

8, 9, 10 & 11

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 2 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 9 and 10 have an exclusive easement in common to use the front stoop and steps serving the unit: units 8 and 11 have an exclusive

- easement to use the front stoop and steps serving the unit on the first floor,
- c) An exclusive easement to use the flue venting the furnace and fireplace,
 - d) An exclusive easement to use the attic area above the unit,
 - e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
 - f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
 - g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

All aforesaid units, their location, layout, number of rooms, square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

A description of the units, Phases IV - VII, their rights, obligations and exclusive easements will be more particularly set forth in the documents and plans creating said respective Phases.

SCHEDULE "A"

PHASE	BLDG. #	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS			
					PHASE I-III	PHASE I-IV	PHASE I-V	PHASE I-VI
I	7	37	2,370	37	7.00	TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT		
I	7	38	1,815	38	5.80			
I	7	39	1,815	39	5.80			
I	7	40	2,364	40	7.00			
II	1	1	2,406	1	7.00			
II	1	2	1,818	2	5.80			
II	1	3	1,819	3	5.80			
II	1	4	1,819	4	5.80			
II	1	5	1,818	5	5.80			
II	1	6	2,406	6	7.00			
III	2	7	2,406	7	7.00			
III	2	8	1,818	8	5.80			
III	2	9	1,819	9	5.80			
III	2	10	1,819	10	5.80			
III	2	11	1,818	11	5.80			
III	2	12	2,406	12	7.00			
IV	6	31		31				
IV	6	32		32				
IV	6	33		33				
IV	6	34		34				

SCHEDULE "A"

PHASE	BLDG. #	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE PHASE I	OF INTEREST IN THE PHASE I & II	IN THE PHASE I, II & III	COMMON ELEMENTS PHASE I, II, III, IV & V	PHASE I, II, III, IV, V, VI, VII
IV	6	35		35		TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT			
IV	6	36		36					
V	3	13		13					
V	3	14		14					
V	3	15		15					
V	3	16		16					
V	3	17		17					
V	3	18		18					
VI	4	19		19					
VI	4	20		20					
VI	4	21		21					
VI	4	22		22					
VI	4	23		23					
VI	4	24		24					
VI	5	25		25					
VI	5	26		26					
VI	5	27		27					
VI	5	28		28					
VI	5	29		29					
VII	5	30		30					

RECORDED JAN 25 1988 AT 10-06 AM AND RECORDED

KINGSBERRY HILL CONDOMINIUM
AMENDMENT
TO THE MASTER DEED CREATING PHASE IV.

G.P. DEVELOPMENT, INC. a Massachusetts Corporation with an usual place of business at Graham Hill Drive, Hanover, Massachusetts, (hereinafter "Declarant") being the Declarant in the Master Deed creating "KINGSBERRY HILL CONDOMINIUM" (a 7 Phase Condominium) (hereinafter "Condominium"), which Master Deed is dated October 2, 1987, and recorded with Bristol (N) County Registry of Deeds in Book 3591, Page 192 and as amended to create Phase II by instrument dated 11/2/87 recorded Bristol (N) County Registry of Deeds Book 3617, Page 227 and as amended to create Phase III by instrument dated January 20, 1988, recorded Bristol (North) County Registry of Deeds Book 3685, Page 42 in accordance with the provisions of said Master Deed and by virtue of this Amendment, does hereby create Phase IV of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

I.

UNIT OWNERS ORGANIZATION

The unit owners shall manage and regulate and deal with the Condominium and the common elements through a Trust which was formed in conjunction with the above Master Deed. The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST" dated October 2,

1987 recorded Bristol (N) County Registry of Deeds Book 3591, Page 234, the term of which are incorporated by reference.

II.

DESCRIPTION OF PREMISES

Said Phase IV is located on land at E. Main and Leonard Streets, Norton, Bristol County, Massachusetts, as described in Exhibit "A" of the Master Deed and said Phase IV consists of one (1) building situated thereon, shown as Phase IV on plans entitled "LOT 1-20 AS BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA., SCALE 1"=40', OCTOBER 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS."

Said plan recorded Bristol (N) County Registry of Deeds in Plan Book 259, PAGE 8 - 11. Said premises being bounded and described as set forth on Exhibit "A" of the Master Deed.

III.

DESCRIPTION OF BUILDING.

Phase IV of the Condominium consists of six (6) Units with concrete foundation, wood frame construction, vinyl , partial glass or wood siding and asphalt shingle roofing, sheetrock walls, glass for windows and some doors and sky lights. The driveways and parking area's are asphalt, all as shown on said site plan and as built building plans to be recorded herewith.

IV.

DESIGNATION OF UNITS.

Approximate area and other descriptive information are shown on the attached Exhibit "A" and the said Condominium plans.

V.

INTEREST OF UNIT OWNERS.

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in the attached Schedule "A".

VI.

BOUNDARIES OF UNITS.

The boundaries of the units are set forth in Paragraph VI of the said Master Deed.

VII.

RESTRICTIONS ON USE OF UNITS.

The said units are subject to the restrictions as set forth in the Master Deed.

VIII.

UNIT APPURTENANCES.

Appurtenant to each unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right

and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

IX.

COMMON AREAS AND FACILITIES.

The common areas and facilities are as set forth in Paragraph VII of the Master Deed and are further subject to the rights of the Declarant to construct subsequent Phases as provided therein.

X.

INCORPORATION OF PROVISIONS OF THE MASTER DEED.

Each of the units in Phase IV is subject to all the provisions of said Master Deed, Condominium Trust and the By-Laws of the Condominium Trust and all such Rules and Regulations as may now or hereafter be established.

XI.

FLOOR PLANS.

Simultaneously with the recording hereof, there will be recorded a set of floor plans of the building, showing the layout, location, unit number, and dimensions of the units, and stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or

registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the unit as built.

IN WITNESS WHEREOF, the Declarant, G.P.DEVELOPMENT INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 11th day of MARCH 1988.

G.P.DEVELOPMENT INC.

Raymond Passenti
Raymond Passenti, President

Arthur M. Graham
Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

3/11 1988

Then personally appeared the above named Raymond Passenti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of G.P.Development Inc., before me.

Robert T. Barrett
Notary Public
My comm.expires: 7/15/91
Robert T. Barrett

SCHEDULE "A"

PHASE	BLDG.	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS			
					PHASE I-IV	PHASE I-V	PHASE I-VI	PHASE I-VII
I	7	37	2,370	37	5.325			
I	7	38	1,815	38	4.10			
I	7	39	1,815	39	4.10			
I	7	40	2,364	40	5.325			
II	I	1	2,406	1	5.325			
II	I	2	1,818	2	4.10			
II	I	3	1,819	3	4.10			
II	I	4	1,819	4	4.10			
II	I	5	1,818	5	4.10			
II	I	6	2,406	6	5.325			
II	I	7	2,406	7	5.325			
II	I	8	1,818	8	4.10			
II	I	9	1,819	9	4.10			
II	I	10	1,819	10	4.10			
II	I	11	1,818	11	4.10			
II	I	12	2,406	12	5.325			
II	I	13	2,406	13	5.325			
II	I	14	1,819	14	4.10			
II	I	15	1,818	15	4.10			
II	I	16	2,406	16	5.325			

TO BE SET FORTH IN RESPECTIVE OPERATION DOCUMENT

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SCHEDULE "A"

PHASE	BLDG.	UNIT #	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS		
					PHASE I-IV	PHASE I-V	PHASE I-VI
V	3	17					
V	3	18					
VI	4	19					
VI	4	20					
VI	4	21					
VI	4	22					
VI	4	23					
VI	4	24					
VII	5	25					
VII	5	26					
VII	5	27					
VII	5	28					
VII	5	29					
VII	5	30					

TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT

EXHIBIT " A "

Phase IV of the Condominium shall include 6 residential units in one (1) building.

PHASE IV: BUILDING 6 - UNITS 31 - 36 inclusive

UNITS:

31 and 36-

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 6 as exterior units and contain:

1. A full cellar

2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.

3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the airconditioning equipment serving the re-

spective unit.

- f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".
- g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

32,33,34 & 35

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 6 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 32 and 35 have an exclusive easement in common to use the front stoop and steps serving the unit; units 33 and 34 have an exclusive

- easement in common to use the front stoop and steps serving the unit on the first floor,
- c) An exclusive easement to use the flue venting the furnace and fireplace,
 - d) An exclusive easement to use the attic area above the unit,
 - e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
 - f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
 - g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

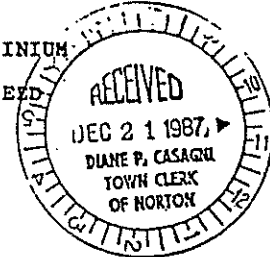
All aforesaid units, their location, layout, number of rooms, square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

A description of the units, Phases V - VII, their rights, obligations and exclusive easements will be more particularly set forth in the documents and plans creating said respective Phases.

196224

BOOK 3734 PAGE 158

KINGSBERRY HILL CONDOMINIUM
AMENDMENT OF MASTER DEED



REFERENCE:

BOOK 3591, PAGE 192

Pursuant to Article XXVIII of the Master Deed, in order to comply with FNMA requirements and the requirements of the Special Permit of the Town of Norton, Article VIII "MAINTAIN OF COMMON AREA" of the Master Deed is hereby amended by adding to paragraph 3 of said Article on Page 9 the following:

In order to provide sufficient funds to insure and accomplish the foregoing, the Trustees shall maintain a segregated account for Street maintenance and repair, including as a part thereof an appropriate reserve fund for the necessary resurfacing thereof.

So that the whole of said paragraph 3 shall read as follows:

Pursuant to and in compliance with an agreement with the Town of Norton, all ways shown on the Condominium plan shall forever remain private ways and Kingsberry Hill Unit Owners Condominium Trust shall be responsible for the upkeep, maintenance, repair and rebuilding of said ways.

In order to provide sufficient funds to insure and accomplish the foregoing, the Trustees maintain account for Street maintenance and repair, including as a part thereof an appropriate reserve fund for the necessary resurfacing thereof.

IN WITNESS WHEREOF, the Declarant, G.P. Development, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 14th day of Dec. 1987.

G.P. DEVELOPMENT, INC.

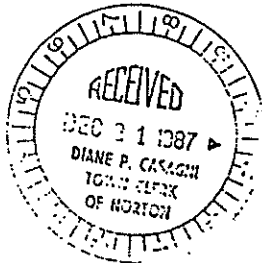
By Raymond Passenti
Raymond Passenti, President

By Arthur M. Graham
Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS 12/14 1987

Then personally appeared the above named Raymond Passenti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of G.P. Development, Inc., before me.



E. D. Krapp
Notary Public
My comm. expires: 2/18/88

REC'D MAR 28 1988 AT 2-25 PM AND RECORDED

CONSERVATION RESTRICTIONS

We, G.P.DEVELOPMENT, INC. a Massachusetts Corporation of Hanover, Massachusetts, County of Plymouth, grant without covenants, a permanent conservation restriction on a parcel of land located in the Town of Norton, Bristol County, Massachusetts, bounded and described as follows:

A certain parcel of land in Norton, Bristol County, Massachusetts, and being shown as and designated as "OPEN SPACE" on a plan of land entitled "KINGSBERRY HILL CONDOMINIUMS, NORTON, MA, OPEN SPACE PLAN, SCALE 1" = 100', SEPTEMBER 10, 1987, BY HUGHES ASSOCIATES OF CHURCH STREET, DUXBURY, MASS." Said OPEN SPACE area being approximately 36.41 acres of land more or less as shown on said plan recorded Bristol (N) Registry of Deeds Plan Book 259, Page 8.

Said parcel is a portion of Lots 1 - 20, as shown on a plan of land recorded Bristol (N) Registry of Deeds in Plan Book 243, Page 70.

The terms of the conservation restriction are as follows: that neither we nor our successors or assigns will perform the following acts nor permit others to perform them, hereby granting to the Town the right to enforce these restrictions against all persons:

1. No building, sign, outdoor advertising display, fence, mobile home, utility pole or other temporary or permanent structure will be constructed, placed or permitted to remain on said parcel except as provided in paragraph five.

2. No soil, loam, peat, sand, gravel, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste or unsightly or offensive material will be placed, stored or dumped thereon.

3. No loam, peat, gravel, sand, rock, or other mineral resource or natural deposit shall be excavated or removed from said parcel in such manner as to affect the surface thereof, except as may be provided in paragraph five.

4. No trees, grasses or other vegetation shall be cut or otherwise destroyed, except as may be provided in paragraph five.

5. Notwithstanding anything contained in paragraphs one through four, we reserve to ourselves, our successors and assigns the right to conduct or permit the following activities on said parcel:

a. the cultivation and harvesting of crops, flowers, hay and shellfish; the planting of trees and shrubs and the mowing of grass; the grazing of livestock; and the construction and maintenance of fences necessary in connection with cattle grazing;

b. the cultivation and harvesting of forest products in accordance with recognized forestry conservation practices, including the construction of fire roads, provided that all slash is chipped or removed from site;

c. the construction and maintenance of 2 storm drains, as shown on said plan.

The foregoing restriction is authorized by G.L. c. 184, section 31-33, and is intended to retain said parcel predominantly in its natural, scenic and open condition, in agricultural farming and forest use respectively, as various parts are used in order to protect the natural and watershed resources of said Town. The restriction shall be administered by the conservation commission of said Town, established under G.L. c.40, section 8C.

The conservation restrictions hereby conveyed does not grant either the Town or the public any right to enter upon said parcel except as follows:

1. We grant to the Town permanent easement of access to enter said parcel, by its conservation commission for the purpose of inspecting the premises and enforcing the foregoing restrictions and remedying any violation thereof. The right hereby granted shall be in addition to any other remedies available to the Town for the enforcement of the foregoing restrictions.

(Requires by G.L.c184, sec.32).

2. We grant to the Town a permanent easement to enter said

parcel by its conservation commission or its designees to plant and selectively cut or prune trees, brush or other vegetation to improve the scenic view and to implement disease prevention measures.

3. We grant to the town and general public an easement to pass and repass upon said parcel on foot for purposes of fishing, hiking, winter sports or nature study, and to permit the town through its conservation commission to clear and mark trails for said purposes. This easement is limited to the purposes set forth in this Article 3, and in time from dawn to dusk.

Notwithstanding the above it shall be the continued obligation of Kingsberry Hill Condominium Trust (the Homeowners Association) to maintain the open space common area.

No documentary stamps are needed for this instrument.

IN WITNESS WHEREOF, the said G.P.DEVELOPMENT, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer hereto duly authorized, this 22nd day of September 1987.

G.P. DEVELOPMENT, INC.

By Raymond Passenti
Raymond Passenti, President

By Arthur M. Graham
Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

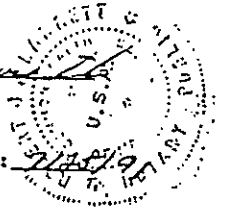
September 22, 1987

Then personally appeared the above named Raymond Passenti, President and Arthur M. Graham, Treasurer and acknowledged the foregoing instrument to be the free act and deed of the G.P. Development, Inc., before me.

Richard H. Bennett

Notary Public

My commission expires: 11/30/89



APPROVAL BY SELECTMEN .

We, the undersigned Board of Selectmen of the Town
of Norton, hereby certify that we approve the
receipt of the foregoing deed under G.L.Ch.40, Sec.8-C as it has
been and may be amended as requested by vote of the Conservation
Commission of the Town, for the protection of the natural and
watershed resources of the Town.

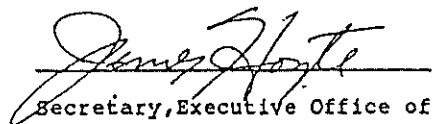
General Public
John Edwards
Charles P. Giddens

BOOK 3734 PAGE 166

APPROVAL BY SECRETARY

The Secretary of the Executive Office of Environmental Affairs
Commonwealth of Massachusetts, hereby certifies that he approves
receipt of the within conservation restriction under G.L.Ch. 184,
Sec. 32.

DATE 2/3/88


Secretary, Executive Office of
Environmental Affairs

-7-

REC MAR 28 1988 AT 2-25 PM AND RECORDED

KINGSBERRY HILL CONDOMINIUM
AMENDMENT
TO THE MASTER DEED CREATING PHASE V & VI.

G.P. DEVELOPMENT, INC. a Massachusetts Corporation with an usual place of business at Graham Hill Drive, Hanover, Massachusetts, (hereinafter "Declarant") being the Declarant in the Master Deed creating "KINGSBERRY HILL CONDOMINIUM" (a 7 Phase Condominium) (hereinafter "Condominium"), which Master Deed is dated October 2, 1987, and recorded with Bristol (N) County Registry of Deeds in Book 3591, Page 192 and as amended to create Phase II by instrument dated 11/2/87 recorded Bristol (N) County Registry of Deeds Book 3617, Page 227 and as amended to create Phase III by instrument dated January 20, 1988, recorded Bristol (North) County Registry of Deeds Book 3685, Page 42 and as amended to create Phase IV by instrument dated March 11, 1988, recorded Bristol (North) County Registry of Deeds Book 3734, Page 147 in accordance with the provisions of said Master Deed and by virtue of this Amendment, does hereby create Phase V and VI of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

I.

UNIT OWNERS ORGANIZATION

The unit owners shall manage and regulate and deal with the Condominium and the common elements through a Trust which was

formed in conjunction with the above Master Deed. The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST" dated October 2, 1987 recorded Bristol (N) County Registry of Deeds Book 3591, Page 234, the terms of which are incorporated by reference.

II.

DESCRIPTION OF PREMISES

Said Phase V and VI are located on land at E. Main and Leonard Streets, Norton, Bristol County, Massachusetts, as described in Exhibit "A" of the Master Deed and said Phases V and VI consist of two (2) buildings situated thereon, shown as Phase V and Phase VI on plans entitled "LOT 1-20 AS BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA., SCALE 1"=40', OCTOBER 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS."

Said plan recorded Bristol (N) County Registry of Deeds in Plan Book 259, Page 8 - 11. Said premises being bounded and described as set forth on Exhibit "A" of the Master Deed.

III.

DESCRIPTION OF BUILDING.

Phases V and VI of the Condominium consists of twelve (12) Units in two (2) buildings, six (6) units in each building with concrete foundation, wood frame construction, vinyl , partial glass or wood siding and asphalt shingle roofing, sheetrock walls, glass for windows and some doors and sky lights. The

driveways and parking area's are asphalt, all as shown on said site plan and as built building plans to be recorded herewith.

IV.

DESIGNATION OF UNITS.

Approximate area and other descriptive information are shown on the attached Exhibit "A" and the said Condominium plans.

V.

INTEREST OF UNIT OWNERS.

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in the attached Schedule "A".

VI.

BOUNDARIES OF UNITS.

The boundaries of the units are set forth in Paragraph VI of the said Master Deed.

VII.

RESTRICTIONS ON USE OF UNITS.

The said units are subject to the restrictions as set forth in the Master Deed.

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VIII.

UNIT APPURTENANCES.

Appurtenant to each unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

IX.

COMMON AREAS AND FACILITIES.

The common areas and facilities are as set forth in Paragraph VII of the Master Deed and are further subject to the rights of the Declarant to construct subsequent Phases as provided therein.

X.

INCORPORATION OF PROVISIONS OF THE MASTER DEED.

Each of the units in Phases V and VI are subject to all the provisions of said Master Deed, Condominium Trust and the By-Laws of the Condominium Trust and all such Rules and Regulations as may now or hereafter be established.

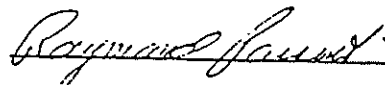
XI.

FLOOR PLANS.

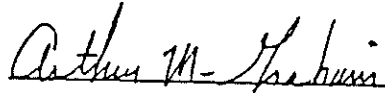
Simultaneously with the recording hereof, there will be recorded a set of floor plans of the building, showing the layout, location, unit number, and dimensions of the units, and stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the unit as built.

IN WITNESS WHEREOF, the Declarant, G.P.DEVELOPMENT INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 25th day of August 1988.

G.P.DEVELOPMENT INC.



Raymond Passenti, President



Arthur M. Graham, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

8/25 1988

Then personally appeared the above named Raymond Passenti,
President and Arthur M. Graham, Treasurer and acknowledged the
foregoing instrument to be the free act and deed of
G.P.Development Inc., before me.

Robert J. Barrett

Notary Public

My comm. expires: 7/25/91

Robert J. Barrett

EXHIBIT " A "

Phase V of the Condominium shall include 6 residential units in one (1) building.

PHASE V: BUILDING 3 - UNITS 13 - 18 inclusive

UNITS:

13 and 18- A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 3 as exterior units and contain:

1. A full cellar
2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.
3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the airconditioning equipment serving the re-

spective unit.

- f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".
- g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

14, 15, 16 & 17

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 3 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 15 and 16 have an exclusive easement in common to use the front stoop and steps serving the unit; units 14 and 17 have an exclusive

- easement to use the front stoop and steps serving the unit on the first floor,
- c) An exclusive easement to use the flue venting the furnace and fireplace,
 - d) An exclusive easement to use the attic area above the unit,
 - e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
 - f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
 - g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

BOOK 3893 PAGE 210

All aforesaid units, their location, layout, number of rooms, square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

Phase VI of the Condominium shall include 6 residential units in one (1) building.

PHASE VI: BUILDING 4 - UNITS 19 - 24 inclusive

UNITS:

19 and 24- A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 4 as exterior units and contain:

1. A full cellar
2. A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.
3. A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the airconditioning equipment serving the respective unit.

- f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".
- g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

20, 21, 22 & 23

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 3 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 21 and 22 have an exclusive easement in common to use the front stoop and steps serving the unit; units 20 and 23 have an exclusive easement to use the front stoop and

- steps serving the unit on the first floor,
- c) An exclusive easement to use the flue venting the furnace and fireplace,
 - d) An exclusive easement to use the attic area above the unit,
 - e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
 - f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
 - g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the respective unit with heat, airconditioning and hot water.

All aforesaid units, their location, layout, number of rooms,

square footage, access to common areas, decks or patios, parking areas or other designations, and other descriptive specifications thereof are as shown on certain, as built plans described aforesaid and to be recorded herewith.

A description of the Units in Phase VII, their rights, obligations and exclusive easements will be more particularly set forth in the documents and plans creating said respective Phase.

SCHEDULE "A"

PHASE	BLDG.	UNITS	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS PHASE I-VI	INTEREST IN THE COMMON ELEMENTS PHASE I-VII
I	7	37	2,370	37	3.513	TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT
I	7	38	1,815	38	2.627	
I	7	39	1,815	39	2.627	
I	7	40	2,364	40	3.513	
II	1	1	2,406	1	3.518	
II	1	2	1,818	2	2.627	
II	1	3	1,819	3	2.627	
II	1	4	1,819	4	2.627	
II	1	5	1,818	5	2.627	
II	1	6	2,406	6	3.518	
III	2	7	2,406	7	3.518	
III	2	8	1,818	8	2.627	
III	2	9	1,819	9	2.627	
III	2	10	1,819	10	2.627	
III	2	11	1,818	11	2.627	
IV	6	12	2,406	12	3.518	
IV	6	31	2,406	31	3.518	
IV	6	32	1,818	32	2.627	
IV	6	33	1,819	33	2.627	
IV	6	34	1,819	34	2.627	
IV	6	35	1,818	35	2.627	
IV	6	36	2,406	36	2.627	
V	3	13	2,406	13	3.518	
V	3	14	1,818	14	3.518	
V	3	15	1,819	15	2.627	
V	3	16	1,819	16	2.627	

SCHEDULE "A"

PHASE	BLDG.	UNIT#	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS PHASE I-VI	TO BE SET FORTH IN RESPECTIVE PHASE OPERATION DOCUMENT
V	3	17	1,818	17	2.627	
V	3	18	2,406	18	3.518	
VI	4	19	2,406	19	3.518	
VI	4	20	1,818	20	2.627	
VI	4	21	1,819	21	2.627	
VI	4	22	1,819	22	2.627	
VI	4	23	1,818	23	2.627	
VI	4	24	2,406	24	3.518	
VII	5	25				
VII	5	26				
VII	5	27				
VII	5	28				
VII	5	29				
VII	5	30				

REC'D 5 011 P 03

REC'D AUG 30 1988 2-04 P.M. AND RECORDED

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18-44986

KINGSBERRY HILL CONDOMINIUM
AMENDMENT
TO THE MASTER DEED CREATING PHASE VII.

G.P. DEVELOPMENT, INC. a Massachusetts Corporation with an usual place of business at Graham Hill Drive, Hanover, Massachusetts, (hereinafter "Declarant") being the Declarant in the Master Deed creating "KINGSBERRY HILL CONDOMINIUM" (a 7 Phase Condominium) (hereinafter "Condominium"), which Master Deed is dated October 2, 1987, and recorded with Bristol (N) County Registry of Deeds in Book 3591, Page 192 and as amended to create Phase II by instrument dated 11/2/87 recorded Bristol (N) County Registry of Deeds Book 3617, Page 227 and as amended to create Phase III by instrument dated January 20, 1988, recorded Bristol (North) County Registry of Deeds Book 3685, Page 42 and as amended to create Phase IV by instrument dated March 11, 1988, recorded Bristol (North) County Registry of Deeds Book 3734, Page 147 and as amended to create Phases V and VI by instrument dated August 25, 1988 recorded Bristol (North) County Registry of Deeds in Book 3893, Page 201 in accordance with the provisions of said Master Deed and by virtue of this Amendment, does hereby create Phase VII of said Condominium to be governed by and subject to the provisions of the Master Deed, By-Laws and the Massachusetts General Laws, Chapter 183A, as amended.

I.

UNIT OWNERS ORGANIZATION

The unit owners shall manage and regulate and deal with the Condominium and the common elements through a Trust which was formed in conjunction with the above Master Deed. The name of the Trust is "KINGSBERRY HILL CONDOMINIUM TRUST" dated October 2, 1987 recorded Bristol (N) County Registry of Deeds Book 3591, Page 234, the term of which are incorporated by reference.

II.

DESCRIPTION OF PREMISES

Said Phase VII is located on land at E.Main and Leonard Streets, Norton, Bristol County, Massachusetts, as described in Exhibit "A" of the Master Deed and said Phase VII consists of one (1) building situated thereon, shown as Phase VII on plan entitled "LOT 1-20 AS BUILT PLAN, KINGSBERRY HILL CONDOMINIUMS, NORTON, MA., SCALE 1"=40', OCTOBER 5, 1987, BY HUGHES ASSOCIATES, 9 CHURCH STREET, DUXBURY, MASS."

Said plan recorded Bristol (N) County Registry of Deeds in Plan Book 259, Page 8 - 11. Said premises being bounded and described as set forth on Exhibit "A" of the Master Deed.

III.

DESCRIPTION OF BUILDING.

Phase VII of the Condominium consists of six (6) Units in one (1) building. Said building has concrete foundation, wood frame

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construction, vinyl , partial glass or wood siding and asphalt shingle roofing, sheetrock walls, glass for windows and some doors and sky lights. The driveways and parking area's are asphalt, all as shown on said site plan and as built building plans to be recorded herewith.

IV.

DESIGNATION OF UNITS.

Approximate area and other descriptive information are shown on the attached Exhibit "A" and the said Condominium plans.

V.

INTEREST OF UNIT OWNERS.

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentage set forth in the attached Schedule "A".

VI.

BOUNDARIES OF UNITS.

The boundaries of the units are set forth in Paragraph VI of the said Master Deed.

VII.

RESTRICTIONS ON USE OF UNITS.

The said units are subject to the restrictions as set forth in the Master Deed.

VIII.

UNIT APPURTENANCES.

Appurtenant to each unit is Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such unit. All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in the Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

IX.

COMMON AREAS AND FACILITIES.

The common areas and facilities are as set forth in Paragraph VII of the Master Deed and are further subject to the rights of the Declarant to construct subsequent Phases as provided therein.

X.

INCORPORATION OF PROVISIONS OF THE MASTER DEED.

Each of the units in Phase VII is subject to all the provisions of said Master Deed, Condominium Trust and the By-Laws of the Condominium Trust and all such Rules and Regulations as may now or hereafter be established.

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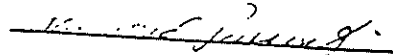
XI.

FLOOR PLANS.


Simultaneously with the recording hereof, there will be recorded a set of floor plans of the building, showing the layout, location, unit number, and dimensions of the units, and stating the numbered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the unit as built.

IN WITNESS WHEREOF, the Declarant, G.P.DEVELOPMENT INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond Passenti its President and Arthur M. Graham its Treasurer, respectively hereto duly authorized this 15th day of November 1988.

G.P.DEVELOPMENT INC.



Raymond Passenti, President



Arthur M. Graham, Treasurer

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COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

11/15 1988

Then personally appeared the above named Raymond Passenti,
President and Arthur M. Graham, Treasurer and acknowledged the
foregoing instrument to be the free act and deed of
G.P.Development Inc., before me.

Robert J. Darrett
Robert J. Darrett
Notary Public

My comm.expires: 7/25/91

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EXHIBIT " A "

Phase VII of the Condominium shall include 6 residential units in one (1) building, said building being building #5 on aforesaid site plan.

PHASE VII: BUILDING 5 - UNITS 25 - 30 inclusive

UNITS:

25 and 30-

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements. Said units are located in Building 5 as exterior units and contain:

1.A full cellar

2.A garage, kitchen, dining area, living room, bedroom, full bath and closets on the first floor.

3.A bedroom, full bath and study on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room and dining area on the first floor.
- b) An exclusive easement to use the front stoop and steps serving the unit on the first floor.
- c) An exclusive easement to use the flues venting the furnace and fire place.
- d) An exclusive easement to use the attic area above the unit.
- e) An exclusive easement to use the pad for the

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airconditioning equipment serving the respective unit.

f) An exclusive easement to use the driving area in front of the garage labelled on the site plan with the number that corresponds with the unit as shown on schedule "A".

g. An exclusive easement to use the patio area adjacent to unit off the basement entrance under the rear deck.

UNITS

26,27,28 & 29

A Townhouse style unit laid out on two floors and a cellar with separate entrances to the common elements.

Said units are located in Building 5 as interior units and contain:

1. A full cellar
2. A kitchen, dining area, living room, half bath and closets on the first floor
3. two bedrooms and two full baths and closets on the second floor.

Said units have appurtenant thereto:

- a) An exclusive easement to use the deck off the living room,
- b) Units 27 and 28 have an exclusive easement in common to use the front stoop and steps serving the unit; units 26 and 29 have an exclusive

easement to use the front stoop and

steps serving the unit on the first floor,

- c) An exclusive easement to use the flue venting the furnace and fireplace,
- d) An exclusive easement to use the attic area above the unit,
- e) an exclusive easement to use the pad for the airconditioning equipment serving the respective units,
- f) An exclusive easement for two parking spaces, as shown on schedule "A" and the site plan,
- g) An exclusive easement to use the patio area adjacent to the unit off the basement entrance under the rear deck.

All said units have the square footage and percentage of ownership in the common elements as set forth on schedule "A" and as may be amended by subsequent phases.

Said units are located in the buildings and with the appurtenances as set forth on aforesaid plans.

Said units shall have the right to install, in the patio off the basement, personal facilities on the proviso it is not a danger to other unit owners and is properly maintained by the unit owners.

Said units have ownership of and responsibility for the maintenance and replacement of the equipment which supplies the

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respective unit with heat, airconditioning and hot water.
All aforesaid units, their location, layout, number of rooms,
square footage, access to common areas, decks or patios, parking
areas or other designations, and other descriptive specifications
thereof are as shown on certain, as built plans described afore-
said and to be recorded herewith.

SCHEDULE "A"

PHASE	BLDG.	UNIT#	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS PHASE I - VII
I	7	37	2,370	37	2,968
I	7	38	1,815	38	2,2474
I	7	39	1,815	39	2,2474
I	7	40	2,364	40	2,9692
II	1	1	2,406	1	2,9692
II	1	2	1,818	2	2,2474
II	1	3	1,819	3	2,2474
II	1	4	1,819	4	2,2474
II	1	5	1,818	5	2,2474
II	1	6	2,406	6	2,9692
II	2	7	2,406	7	2,9692
II	2	8	1,818	8	2,2474
II	2	9	1,819	9	2,2474
II	2	10	1,819	10	2,2474
II	2	11	1,818	11	2,2474
II	2	12	2,406	12	2,9692
IV	6	31	2,406	31	2,9692
IV	6	32	1,818	32	2,2474
IV	6	33	1,819	33	2,2474
IV	6	34	1,819	34	2,2474
IV	6	35	1,818	35	2,2474
IV	6	36	2,406	36	2,9692
V	3	13	2,406	13	2,9692
V	3	14	1,818	14	2,2474
V	3	15	1,819	15	2,2474
V	3	16	1,819	16	2,2474

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SCHEDULE "A"

PHASE	BLDG.	UNIT#	SQUARE FOOTAGE	PARKING AREA	PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS PHASE I - VII
V	3	17	1,818	17	2.2474
V	3	18	2,406	18	2.9692
VI	4	19	2,406	19	2.9692
VI	4	20	1,818	20	2.2474
VI	4	21	1,819	21	2.2474
VI	4	22	1,819	22	2.2474
VI	4	23	1,818	23	2.2474
VI	4	24	2,406	24	2.9692
VII	5	25	2,406	25	2.9692
VII	5	26	1,818	26	2.2474
VII	5	27	1,819	27	2.2474
VII	5	28	1,819	28	2.2474
VII	5	29	1,818	29	2.2474
VII	5	30	2,406	30	2.9692
					100%

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KINGSBERRY HILL CONDOMINIUM TRUST

AMENDMENT

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County Northern District Registry of Deeds in Book 3591 Page 234, as amended (the "Trust"), having first obtained the written consent of unit owners collecting holding at least 67% of the Trust's beneficial interest, do hereby amend the Trust in accordance with Article VII thereof, as follows:

FIRST, by deleting the first paragraph of Article III, sec. (a) in its entirety.

SECOND, by inserting the following in substitution thereof:

"a) The following provisions shall apply to the appointment of Trust's Trustees, notwithstanding any conflicting or contrary language in the master deed. There shall be at all times a Board of Trustees hereunder consisting of not less than three (3) nor more than seven (7) unit owners. Trustees shall be elected annually by a majority vote of unit owners attending the annual meeting of unit owners either in person or by proxy. The Trustees' terms shall be for a period of three (3) years and shall be staggered so that, insofar as possible, the terms of one-third (1/3) of the Trustees shall expire each year. However, in order to establish and maintain such staggered Trustee terms, the terms of the Trustees elected at the 2000 annual meeting shall be a combination of one year, two year and three year terms, determined insofar as necessary by lot. Notwithstanding the above, each Trustee shall continue in office until his or her respective successor has been duly appointed and qualified, as provided herein."

In all other respects, the Trust is hereby ratified and affirmed.

EXECUTED as a sealed instrument this 5th day of June, 2000.

Jerry Kay)

Ann Coultter)

[Signature])

[Signature])

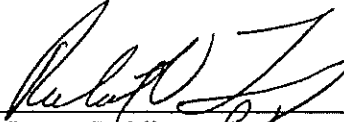
AS TRUSTEES
AND NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

June 5, 2000

Then personally appeared the above-named Jerry Katz, Ann Cutler,
George Fitzmaurice and Paul Van Wort who acknowledged the foregoing
instrument to be their free act and deed as trustees, before me.


Notary Public Robert U. Linney
My commission expires: Sept. 18, 2003

KINGSBERRY HILL CONDOMINIUM TRUST
AMENDMENT

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234 (the "Trust"), having first obtained the written consent of unit owners collectively holding sixty-seven (67%) percent or more of the Trust's beneficial interest, hereby amend the Trust pursuant to Article VII thereof, as follows:

FIRST, by deleting clause (b) of the first sentence in Article V, section (C)(1) of the Trust.

SECOND, by deleting the last sentence in Article V, section (C)(3) of the Trust in its entirety and, in substitution thereof, by inserting the following:

"The maximum deductible, if any, on such policy shall be \$2,500 if, and to the extent available at a reasonable cost."

THIRD, by adding a new paragraph 7 at the end of Article V, section (c) of the Trust, as follows:

"7.) Deductibles

The cost of any policy deductible provided for hereunder shall be assessed, as follows:

(a) Losses Related Solely to the Common Areas and Facilities:

The Trustees may: (i) pay the deductible amount from available trust funds, or (ii) assess the full amount of the deductible to all Unit Owners as a common expenses

(b) Losses Related Solely to One Unit:

The Trustees shall assess the full deductible amount to the owner(s) of the Unit to which the loss pertains.

(c) Losses Related to Two or More Units:

The Trustees shall assess the full deductible amount solely among the owners of Units to which the loss pertains, based upon the proportion that the amount of each Unit's loss bears to the total.

(d) Losses Related to One or More Units and the Common Elements:

After deducting a proportionate amount of the deductible related solely to common area loss, the Trustees shall assess the remaining deductible amount among the owners of Units to which the remaining loss pertains, based upon the percentage that the amount of each Unit's loss bears to the remaining amount of the loss."

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

Executed as a sealed instrument this 5th day of June, 2000.

James Kay)
Ann Coetter)
George F. Ferracane)
Paul Van Wart)

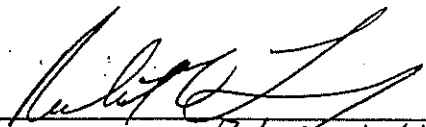
AS TRUSTEES
AND NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

June 5, 2000

Then personally appeared the above-named Serry Katz, Ann Coetter,
George F. Ferracane, and Paul Van Wart, who acknowledged the foregoing
instrument to be their free act and deed as trustees, before me.


 Notary Public Robert U. Linner
 My commission expires: Sept. 18, 2003

**KINGSBERRY HILL CONDOMINIUM TRUST
AMENDMENT**

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234, as amended (the "Trust"), having first obtained the written consent of unit owners collecting holding 67% percent or more of the Trust's beneficial interest, hereby amend the Trust pursuant to Article VII thereof, as follows:

**FIRST, by striking the last sentence of Article V, Section (B) (2) in its entirety; and
SECOND, by inserting the following in substitution thereof:**

"The amount of any such payment or assessment if not paid when due, together with:
(i) late charges not to exceed twenty-five (\$25.00) dollars for each thirty (30) days that the full amount of such payment remains unpaid; and (ii) all costs of collection, including court costs, service fees and attorneys' fees, shall constitute a lien upon the unit of the unit owner so assessed and shall be collectable as a common expense, pursuant to M.G.L. c. 183A, s. 6."

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

Executed as a sealed instrument this 5th day of June, 2000.

Jerry Katz)
)
Ann Coulter)
)
George Fitzmaurice)
)
Paul Van Wart)

AS TRUSTEES
AND NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

June 5, 2000

Then personally appeared the above-named Jerry Katz, Ann Coulter, George Fitzmaurice and Paul Van Wart, who acknowledged the foregoing instrument to be their free act and deed as trustees, before me.

Robert V. Linnar
Notary Public Robert V. Linnar
My commission expires: Sept 18, 2003

**KINGSBERRY HILL CONDOMINIUM TRUST
AMENDMENT**

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234, as amended (the "Trust"), having first obtained the written consent of unit owners collecting holding 67%) percent or more of the Trust's beneficial interest, hereby amend the Trust pursuant to Article VII thereof, as follows:

FIRST, by striking the words "if approved by majority vote of the units owners" as these words modifying the trustees' authority appear in various places in Article V, Section B(2); and

SECOND, by striking Article V, Section D(5) in its entirety.

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

Executed as a sealed instrument this 5th day of June, 2000.

<u>Jim Kay</u>)	AS TRUSTEES AND NOT INDIVIDUALLY
<u>Ann Coulter</u>)	
<u>George F. Ferriarice</u>)	
<u>Paul Van Wert</u>)	

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

June 5, 2000

Then personally appeared the above-named Jerry Katz, Ann Coulter, George F. Ferriarice and Paul Van Wert, who acknowledged the foregoing instrument to be their free act and deed as trustees, before me.

Robert W. Linnel
Notary Public Robert W. Linnel
My commission expires: Sept. 18, 2003

**KINGSBERRY HILL CONDOMINIUM TRUST
AMENDMENT**

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234, as amended (the "Trust"), having first obtained the written consent of unit owners collecting holding 67%) percent or more of the Trust's beneficial interest, hereby amend the Trust pursuant to Article VII thereof, as follows:

By striking Article V, Section A(13) in its entirety.

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

Executed as a sealed instrument this 5th day of June, 2000.

[Signature])
[Signature])
[Signature])
[Signature])

AS TRUSTEES
AND NOT
INDIVIDUALLY

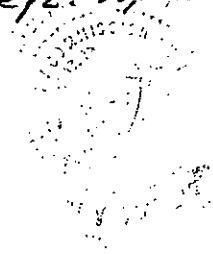
COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

June 5, 2000

Then personally appeared the above-named Jerry Katz, Ann Coulter, George Fitzmaurice and Paul Van Wert, who acknowledged the foregoing instrument to be their free act and deed as trustees, before me.

[Signature]
Notary Public Robert V. Linnex
My commission expires: Sept. 18, 2003



KINGSBERRY HILL CONDOMINIUM TRUST
AMENDMENT

The undersigned, being a majority of the trustees of the Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234 (the "Trust"), having first obtained the written consent of unit owners collectively holding sixty-seven (67%) percent or more of the Trust's beneficial interest, hereby amend the Trust pursuant to Article VII thereof, as follows:

By adding a new section "K" at the end of Article V of the Trust, as follows:

"K. Maintenance, Repairs & Replacements

1. Common Areas & Facilities

The Trustees shall be responsible to maintain, repair and replace the common areas and facilities, except for those common areas and facilities to which a unit has both an exclusive easement and an exclusive right of use as provided in the master deed, to the extent deemed reasonably necessary or appropriate in the exercise of the Trustees' discretion hereunder. The costs for such common area maintenance, repairs and replacements shall be a common expense.

2. Responsibilities of the Unit Owners

The unit owners shall be responsible to maintain, repair and replace their respective "units" as the term is defined in the master deed. The unit owners shall also be responsible for the following, as provided in the master deed and annexed exhibits:

- a. to maintain the deck or patio area appurtenant to a particular unit in good repair (exclusive of painting), to keep such areas free of snow, ice build up, and debris; and
- b. to maintain, repair and replace all equipment which supplies a particular unit with heat, air conditioning or hot water exclusively, whether or not such equipment is located within the boundaries of the unit served exclusively thereby."

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

Executed as a sealed instrument this 5th day of June, 2000.

[Signature])
[Signature])
[Signature])
[Signature])

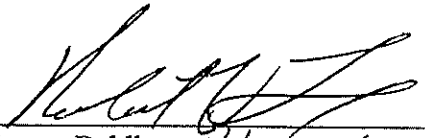
AS TRUSTEES
AND NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

June 5, 2000

Then personally appeared the above-named Jerry Katz, Ann Carter,
George Fitzmaurice, and Paul Van Wert, who acknowledged the foregoing
instrument to be their free act and deed as trustees, before me.


Notary Public Robert V. Linney
My commission expires: Sept. 18, 2003

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PAGE 1 OF 4**KINGSBERRY HILL CONDOMINIUM****AMENDMENT TO MASTER DEED**

The undersigned, being a majority of the Trustees of Kingsberry Hill Condominium Trust, under declaration of trust recorded with the Bristol County North District Registry of Deeds in Book 3591, Page 234, as amended, the organization of unit owners of the Kingsberry Hill Condominium (the "Condominium") created by master deed recorded with said Registry of Deeds in Book 3591, Page 192, as amended (the "Master Deed") hereby certify both that unit owners collectively holding sixty-seven (67%) percent or more of the Condominium's beneficial interest voted and that fifty-one (51%) percent of first mortgages holding first mortgages on units in the Condominium have consented in writing, to amend the said Master Deed pursuant to Article XI thereof, as follows:

FIRST, BY DELETING SECTION B OF ARTICLE X IN ITS ENTIRETY; AND

SECOND, IN SUBSTITUTION THEREOF, BY INSERTING A NEW SECTION B IN ARTICLE X, AS FOLLOWS:

"B. Restriction on Leasing Units.

The purpose of the following restrictions shall be to preserve the primarily owner-occupied nature of the Condominium.

(1) Title Holding Restrictions.

Except only for unit titles existing as of the date hereof and mortgages acquiring title to a unit after foreclosure, record title to all units shall be held only in the name of a natural person or persons and may not be held in the name of any corporation, limited liability company, trust or any other entity.

(2) Leasing Restrictions.

a. No unit may be rented, leased, let, licensed or sub-leased ("Rented") without the Trustees' prior written consent. The Trustees may, from time to time, establish such administrative procedures and criteria as they deem reasonably necessary or advisable to determine whether to grant such permission.

b. No unit may be Rented for a term of at less than twelve (12) continuous months, including all renewal terms thereof.

c. No unit shall be used for transient occupancy under any circumstances without the Trustees' express prior written approval. The term "transient occupancy" means occupancy exclusively by any person, persons, entity or entities who are neither a record owner of such unit nor members of such unit owner's immediate family for any period of seven (7) days during any calendar year (whether or not consecutive).

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(3) Rental Agreements - Minimum Requirements.

Notwithstanding any other criteria or conditions precedent to granting permission for a Rented unit that the Trustees may establish, the Trustees shall not grant permission for a Rented unit unless:

- (a) the Trustees receive an executed copy of the applicable written rental agreement prior to taking occupancy by the prospective tenant(s);
- (b) the executed rental agreement is for a term of at least twelve (12) continuous months, including all renewal terms; and clearly identifies to the Trustees' satisfaction: all persons expected to reside in the Rented unit, all vehicles to be parked at the condominium by the Rented unit's occupants; and
- (c) the Trustees are assured to their reasonable satisfaction that the requesting unit owner has provided each prospective tenant(s) with copies of the condominium's master deed, trust/by-laws and rules & regulations, as amended (the "Constituent Documents"), and that each rental agreement is made expressly subject to the requirements of the Constituent Documents, without exception.

(4) Maximum Number of Rental Units.

Notwithstanding the above, the maximum number of units that can be rented at the condominium at any particular time shall be limited to four (4) units in the aggregate. No unit shall be Rented, nor shall the Trustees grant permission therefor, if such rental would cause the total number of Rented units at the condominium to exceed four (4) Rented units in the aggregate.

(5) Unit Owner's Responsibilities.

Each owner of a Rented unit shall provide to each tenant, at his or her sole cost and expense, a full, accurate and complete set of the Constituent Documents, as amended, prior to the tenant(s) taking occupancy.

Each owner of a Rented unit shall be responsible for the conduct of his or her tenant(s), and such tenant(s) guests or invitees, while on the condominium premises, whether on the common elements or inside the unit to which the tenancy pertains.

Each owner of a Rented unit shall pay, as a common expense, all charges assessed to the owner's unit as a result of his or her tenant's conduct, after being given notice and an opportunity to be heard before the trustees relative thereto.

EX 133287 PG 132

(6) Trust's Remedies.

In addition to any other rights and remedies that the Trustees may have, either at law or in equity, the Trustees shall have the right to: (i) assess to the account of any owner who violates any of the foregoing provisions a fine of no more than \$500.00 for each violation; and (ii) in the case of persistent violations, require the offending owner to post a bond to secure compliance in an amount deemed necessary and appropriate by the Trustees.

The owner(s) of units used for transient purposes in violation hereof and the owner(s) of a Rented unit shall be charged all costs and expenses incurred by the Trust in enforcing any violation(s) of these provisions, including court costs, expenses and attorneys' fees. Such costs, expenses and fees shall be collected as an unpaid common expense, if necessary.

In all other respects, the Trust, as hereby amended, is ratified and affirmed.

EXECUTED as a sealed instrument this 29 day of December, 2003.

Maura J. [Signature]
[Signature]
[Signature]
Mary P. [Signature]
Cynthia A. [Signature]

AS TRUSTEES
AND NOT
INDIVIDUALLY

EN 13227 PG 133

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, SS.

12/29, 2003

Then personally appeared the above-named

James Jozynski; Thomas Fabrice
Kenneth R. Bowden; Mary E. Pichi and Cynthia H. Lingard who

acknowledged the foregoing instrument to be their free act and deed as Trustees, before me.

Maria M. Anderson

Notary Public

My commission expires: 04-11-08

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