

Doc:1,115,443 11-06-2006 2:49
Ctf#:C333
Norfolk County Land Court

OCT 13, 2006
ALLOWED
Charles Esposito
Justice

PLAN FILED AT TIME OF RECORDING

**CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

**CONDOMINIUM MASTER DEED
 NORFOLK TOWN CENTER CONDOMINIUMS
 MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS
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**CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, with a usual place of business c/o Paul D. Borrelli, Needham Investment Company, Post Office Box 247, Medfield, Massachusetts 02052, (hereinafter called the "Declarant"), being the owner of certain premises ("Premises"), with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property," to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and does hereby state that it proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

To the above-stated end, the Declarant does hereby declare and provide as follows:

1. The Name of the Condominium

The name of the condominium shall be Norfolk Town Center Condominium (hereinafter sometimes referred to as "Condominium").

2. Organization of Unit Owners

The Trust through which the Unit Owners will manage and regulate the Condominium is Norfolk Town Center Condominium Trust established by a Declaration of Trust of even date as THE NORFOLK TOWN CENTER CONDOMINIUM TRUST and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder, and includes By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Trustee appointed by the Declarant thereof is as follows:

Norfolk Town Center, LLC
284 Main Street
Norfolk, Massachusetts 02056

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases more fully described hereinafter.

4. Description of the Buildings

Phase 1 of the condominium is comprised of three (3) Buildings that are explained as follows:

1. Building 1, is a multi-level residential building containing four (4) units located on Lot 26, the northernmost building on the Premises;
2. Building 2 is a multi-level residential building containing four (4) units on Lot 26 and is located east of Building 1; and
3. Building 4 is a multi-level residential building containing eight (8) units on Lot 27 and is located to the southwest of Building 2;

The aforementioned buildings are located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Buildings are further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

5. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units

Phase 1 of the Condominium is comprised of 16 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on

the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.
- (iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.
- (iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.
- (v) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are a part of the common areas and facilities.
- (vi) All structural portions of the building area part of the common areas and facilities.
- (vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

6. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

B. the foundation of the Building, the roof, and all structural portions of the Building;

C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);

D. all common equipment;

E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;

F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and

G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

7. Undivided Interest

The Unit Owners shall have an Undivided Interest in the Common Areas and Facilities in the percentages specified in Exhibit C, pursuant to the provisions of this Master Deed. The Beneficial Interest appurtenant to the Units shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units. The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a one hundred (100%) percent total for all Units. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust. Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Limited Areas.

8. Plans

As stated above, simultaneously with the recording hereof, there has been recorded a set of floor plans of the Building(s) showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is the Site Plan showing the approximate location of the Building(s) and certain of the Common Elements.

9. Common Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of all other Units to the rear wall of the foundation as common area for pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not. The Trustees, in their discretion, shall determine when a situation is an emergency.

10. Encroachments

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

11. Intended Use

The Building(s), the Units and other Common Areas and Facilities are intended to be used solely for residential purposes. The Building(s), the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained, provided however, that the Declarant, its successors or assigns, may use any Units owned by the Declarant as rental offices, as models for display, and for similar purposes related to the sale of leasing of Units.

12. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law. However, the Trustees shall not be permitted to amend, revise or delete the restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) hereunder.

See also Exhibit E. and Exhibit F, attached hereto, incorporated by reference, and recorded herewith.

A. The following Units are restricted for sale and occupancy by persons aged fifty-five years of age and older ("Age Restricted Units"): Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8.

B. The following Age Restricted Units are also subject to Section 13 hereof: Unit 3, Unit 6 ("Senior Affordable Units")

C. Residents of the Age Restricted Units shall be subject to and comply with the Age Restriction Requirement and Policy in Exhibit D, which is attached hereto and incorporated herein by reference.

D. At least one (1) owner and at least one (1) occupant of the Age Restricted Units must be over the age of fifty-five.

E. The Age Restricted Units shall not be occupied full time by anyone under the age of eighteen (18). Full time shall mean residing 14 or more days concurrently. In no event shall anyone under the age of eighteen (18) occupy the unit for 90 cumulative days throughout the calendar year.

F. The maximum occupancy of each Unit shall not be greater than two persons per bedroom.

G. Parking of boats, campers and/or unregistered vehicles is prohibited. Parking shall be restricted to areas shown on the site plan, if any. Nothing shall be placed in the side or rear yards that may prevent vehicular access.

H. A Unit Owner may lease his premises for a period of not less than (1) one full year, expressly subject to written permission of the Board of Trustees. As only thirty percent (30%) of the units in the Condominium may be rented at any given time in order to comply with the current guidelines of the FNMA, the Board of Trustees will not give permission to rent any units if this percentage has already been reached. Lessee's must comply with the terms and conditions of the condominium rules, regulations, and constituent documents and abiding by the following regulations:

1. a copy of said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto, which the Trustees shall provide to the occupants upon such reasonable notice as they determine;

2. it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of

said agreement or a violation of this Master Deed, the Declaration of Trust and/or give the Unit Owner notice of said violation and reasonable period to affect a cure;

3. the letting is for the entire Unit;
4. no subletting is permitted;
5. in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant; and
6. The following units ("Affordable Units") shall not be leased, rented or let:
Unit 3, Unit 6, Unit 19, Unit 22.
- 7.

In such event as during the course of occupancy a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term.

I. The architectural integrity of the Building(s) and the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof on the Building(s) or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching 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 without, in each instance, the prior express consent thereto in writing by the Trustee and such restrictions shall not, however, be construed to restrict a Unit Owners right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Building(s) nor overload the Building(s) systems and provided further, that:

1. reasonable advance notice thereof is given to the Trustees;
2. all reasonable and necessary documents, amendments of the Master Deed, and all plans to be filed therewith are provided in advance to the

satisfaction of the Trustees, such amendment requiring no consents other than the Trustees;

3. all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities;
4. all conditions as may be reasonably imposed by the Trustees are satisfied;
5. any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work; and
6. no change shall create an additional bedroom within the units.

J. One customary household pet 30 pounds or under may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, that:

1. such pet is in compliance with all applicable governmental laws, ordinances, rules and regulations;
2. said pet does not create a nuisance as the Trustees may in their reasonable discretion determine; and
3. any such pet is duly registered with the Trustees. Moreover, the conduct of such pet upon the Common Elements is subject to rules and regulations adopted from time to time by the Trustees.
4. All pets must be leashed when outside the Unit
5. Unit Owners are responsible for cleaning up after their pets

K. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

L. No Unit shall be maintained at an ambient temperature of less than fifty Five (55) degrees Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Building(s).

M. No nuisance shall be allowed in or upon the Condominium common areas nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

N. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

O. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

P. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose.

Q. No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

R. No unregistered vehicles, commercial vehicles, or vehicles with commercial lettering shall be kept upon the Common Elements, except for Declarant's or its agents' vehicles.

S. Each Unit Owner shall be responsible for adhering to all regulatory requirements of the Town of Norfolk.

T. Each Unit Owner shall be responsible for following the guidelines, rules, and regulations of the Wastewater Treatment Plant ("Plant") servicing the Condominium and shall be responsible for any damage caused to the Plant due to the acts or omissions of the Unit Owner, occupants, or guests of the Unit.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Restrictions and Obligations Imposed By the Comprehensive Permit

A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit").

B. The Affordable Units (Unit 3, Unit 6, Unit 19, Unit 22) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

14. Rights Reserved to the Declarant

14.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of 16 dwelling units. The Condominium shall consist of additional Phases constructed and to be constructed, on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase 1) any other portions of the building(s) shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by, and shall be the exclusive responsibility of, the Declarant.

14.2 The building(s) (and portions of buildings) for Phase 2 and all subsequent Phases ("Future Phases") are to be constructed on the areas described or shown on said Site Plan or on areas to be shown on subsequently recorded site plan(s). When all Phases of the Condominium have been developed, it is anticipated that there will be a total of up to 44 Units in numerous Phases and/ or Sub-Phases.

14.3 The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

14.4 As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Building(s) or portions of Building(s), as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas shown on the Site Plan located beyond the Phase 1 area, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master

Deed or in future Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

14.5 The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the dwelling units constructed on the Land described in Exhibit A.

14.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 14. Until the happening of one of the events described in Section 14.7 below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

(a) The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Building(s) containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A;

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create one or more additional units, as well as the right to create and designate limited common areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Building(s) in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the Unit in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed;

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within seven (7) years after the date of recording of this Master Deed, such later date as may be allowed by the then-current guidelines of the Federal National Mortgage Association ("FNMA") for multiple-phase projects, as may be otherwise specifically allowed in writing by FNMA as to this Property, then the foregoing reserved

rights shall terminate and be of no effect with respect to any such later Phases not yet created; and

(d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and location of Units in any of such later Phases or Sub-Phases. Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

14.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 14.7, certain portions of the Building(s) as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond the Phase 1 Area on the-Site Plan or any revised Site Plan or Phasing Plan hereafter recorded may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) when the time limit to record such Phasing Amendment(s) expires, as set forth in 14.6 above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 14.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 14.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

14.8 The designation of each Unit in said Future Phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to Future Phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject

to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. All intended improvements in future Phases will be substantially completed prior to annexation in such Phasing Amendment(s).

14.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond the Phase 1 Area shown or designated on the Site Plan, for all purposes necessary or desirable in order to construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and sewer to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety

(provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure the Land.

14.10 The rights and easements reserved by the Declarant in this Section 14 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

14.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive the sale of all of the Units in Phase for Future Phases or Sub-Phases by the Declarant, and are to be deemed to be fully transferable, running with the land.

14.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the Declarant in connection with the development and construction of the Condominium and/ or such other development and/ or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of

the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

14.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

15. Title to Units

Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety or in the name of a fiduciary.

16. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in

furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units (Unit 3, Unit 6, Unit 19, Unit 22) cannot be combined with any contiguous Unit.

17. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

18. Sale of Units

A Unit Owner may, subject to the restrictions of this Master Deed and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium (i), (ii), (iii) and (iv) above hereinafter collectively called the Appurtenant Interests in the manner set forth below in Section 18A and 18B. Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 19, Unit 22,) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

A. Subject to Condominium Documents.

Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease

shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance.

No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

19. Amendment of Master Deed

(a) Declarant's Consent.

Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium any instrument of amendment must be signed by the Declarant and/or its successors and/or assigns. Notwithstanding the foregoing, no instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Comprehensive Permit as referenced and described above in Section 13, shall be of any force or effect unless agreed to, in writing, by the Town of Norfolk.

(b) General Amendments.

Except as otherwise provided in (a) or (c) of this Section 18, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the undivided interests in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:

(i) any such amendment shall not substantially reduce the enjoyment or substantially increase the burden of any Unit owner and no instrument of amendment

that alters this Master Deed in any manner contrary to or inconsistent with provisions of the Comprehensive Permit shall be of any force or effect unless agreed to in writing by the Town of Norfolk.

(ii) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded;

(iii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;

(iv) Except as provided for in Section 19 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected PROVIDED HOWEVER that the declarant or successors in interest reserves the right to amend this Master Deed without the consent of any Unit Owner or any Mortgagee as to all or any portion of all future phases to be constructed on the land shown on the Plan referred to in this Master Deed, so as to subject all or any portion of said phases to Chapter 183A of the General Laws of Massachusetts as part of this Condominium;

(v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Comprehensive Permit as referenced and described above in Section 13 shall be of any force or effect unless agreed to, in writing, by the Town of Norfolk.

(vi) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Specific Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the

Department of Housing and Community Development ("DHCD"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Home Loan Bank of Boston, and any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium.

20. FNMA/FHLMC Provisions

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

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

- a) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c) sell or lease a Unit acquired by the First Mortgagee.

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

C. Except as may be otherwise provided by applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law may be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by statute, and except as provided for in this Master Deed, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirements of Section 19 of this Master Deed unless sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgagee), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- a) by any act or omission, seek to abandon or terminate the Condominium; or
- b) change the undivided interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities.
- c) partition or subdivide any Unit; or
- d) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- e) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

E. Consistent with the provisions of Chapter 183A all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the ease of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

G. A First Mortgagee, upon prior written request made to the Trustees, shall be entitled to:

- a) written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;
- b) inspect the books and records of the Trust at all reasonable times;

- c) receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;
- d) receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e) receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- f) receive timely written notification of any lapse, cancellation or material modification of any insurance policy including fidelity insurance maintained by the Trust;
- g) receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days notice. Any agreement for professional management with the Declarant, or any entity affiliated with the Declarant, shall be terminable by the Trustees at any time subsequent to the transfer of control to the Unit Owners.

I. In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest herein shall be required for the following:

- a) the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
- b) the partition or subdivision of any Unit or of the Common Areas and Facilities;
- c) a change in the Undivided Interest of any individual Unit, except as provided in Section 14 above;
- d) to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:

- i) Voting;
- ii) Assessments, assessment liens or subordination of such liens; Reserves for maintenance, repair and replacement of the common areas; Insurance or Fidelity insurance;
- iii) Reserves for maintenance, repair and replacement of common areas;
- iv) Insurance or Fidelity insurance;
- v) Rights to use of the Common Areas and Facilities;
- vi) Responsibility for maintenance and repair of the several portions of the Property;
- vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- viii) Boundaries of any Unit;
- ix) The interests in the Common Areas and Facilities;
- x) Convertibility of Units into Common Areas or of Common Areas into Units;
- xi) Leasing of Units;
- xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Home Loan Bank of Boston (FHLBB) and the Department of Housing and Community Development (DHCD) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

21. Conflicting Provisions.

If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

A. In the event of a conflict between the Master Deed and said Chapter 183A as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control.

C. In the event of a conflict between any numerical voting requirements for action set forth in Section 19 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and

D. In the event of any conflict, other than as set forth in subsection B above, between the provisions of Section 19 hereof and any other provisions of this Master Deed or the Declaration of Trust, the provisions of Section 19 shall control.

22. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability 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 provision had never been included herein.

23. Waiver.

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

24. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

25. Chapter 183A

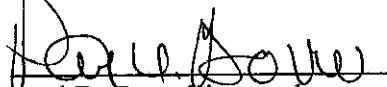
The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

26. Duration

The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section.

EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this
13th day of Oct^r 2006

BY: Norfolk Town Center LLC

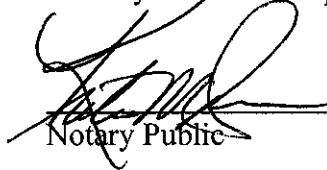


Paul D. Borrelli, member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 13th day of October, 2006 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.



Notary Public

KIRSTEN M. JENSEN
My commission expires: A Notary Public of Massachusetts
My Commission Expires December 27, 2007

EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 26 and 27 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 26 and Lot 27. .

So much of said lot numbered 26 and 27 as is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 26 and 27 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 25 and 26 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks, equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements and Restrictive Covenants recorded at Norfolk County Registry District of the Land Court

as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 as amended and all easements and restrictions recorded in Certificate of Title No. 150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Certificate of Title No. 150889 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE ONE

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF BUILDINGS IN FIRST PHASE

There are three (3) individual buildings in Phase One on the land described in Exhibit A to this Master Deed. Each building is described as follows:

Building 1

Unit 1

Unit 1 is a town house style multi-level unit. It is located in Building 1. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 1 is located in the northernmost section of Building 1 adjacent to Unit 2. Unit 1 has a one-car garage that is accessed from the front of the building.

Unit 2

Unit 2 is a town house style multi-level unit. It is located in Building 1. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 2 is located between Unit 1 and Unit 3. Unit 2 has a one-car garage that is accessed from the front of the building.

Unit 3

Unit 3 is a town house style multi-level unit. It is located in Building 1. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 3 located between Unit 2 and Unit 4. Unit 2 has a one-car garage that is accessed from the front of the building.

Unit 4

Unit 4 is a town house style multi-level unit. It is located in Building 1. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 4 is located in the southernmost section of Building 1, adjacent to Unit 3. Unit 4 has a one-car garage that is accessed from the front of the building.

Building 2

Unit 5

Unit 5 is a town house style multi-level unit. It is located in Building 2. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 5 is located in the northernmost section of Building B adjacent to Unit 6. Unit 6 has a one-car garage that is accessed from the front of the building.

Unit 6

Unit 6 is a town house style multi-level unit. It is located in Building 2. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 6 is located between Unit 5 and Unit 7. Unit 6 has a one-car garage that is accessed from the front of the building.

Unit 7

Unit 7 is a town house style multi-level unit. It is located in Building 2. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 7 located between Unit 6 and Unit 8. Unit 7 has a one-car garage that is accessed from the front of the building.

Unit 8

Unit 8 is a town house style multi-level unit. It is located in Building 2. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 8 is located in the southernmost end of Building B, adjacent to Unit 7. Unit 8 has a one-car garage that is accessed from the front of the building.

Building 4

Unit 17

Unit 17 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 17 is located in the easternmost section of Building 4 adjacent to Unit 18. Unit 17 has a one-car garage that is accessed from the front of the building.

Unit 18

Unit 18 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 18 is located between Unit 17 and Unit 19. Unit 18 has a one-car garage that is accessed from the front of the building.

Unit 19

Unit 19 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 19 located between Unit 18 and Unit 20. Unit 19 has a one-car garage that is accessed from the front of the building.

Unit 20

Unit 20 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 20 is located between Unit 19 and Unit 21. Unit 20 has a one-car garage that is accessed from the front of the building.

Unit 21

Unit 21 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 21 located between Unit 20 and Unit 22. Unit 21 has a one-car garage that is accessed from the front of the building.

Unit 22

Unit 22 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 22 is located between Unit 21 and Unit 23. Unit 22 has a one-car garage that is accessed from the front of the building.

Unit 23

Unit 23 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood.

The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 23 located between Unit 22 and Unit 24. Unit 23 has a one-car garage that is accessed from the front of the building.

Unit 24

Unit 24 is a town house style multi-level unit. It is located in Building 4. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 24 is located in the westernmost end of Building 4, adjacent to Unit 23. Unit 24 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE ONE

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominiums, located at Meetinghouse Road, Norfolk, MA for Phase One

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
1	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	17 Meetinghouse Rd.
2	1	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	19 Meetinghouse Rd.
3	1	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.25%	21 Meetinghouse Rd.
4	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	23 Meetinghouse Rd.
5	2	1962	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	25 Meetinghouse Rd.

6	2	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.25%	27 Meetinghouse Rd.
7	2	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	29 Meetinghouse Rd.
8	2	1841	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	6.5833%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
17	4	2106	3BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	7.5%	53 Meetinghouse Rd.
18	4	2004	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	7.5%	55 Meetinghouse Rd.

19	4	2004	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	4.5%	57 Meetinghouse Rd.
20	4	2190	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	7.5%	59 Meetinghouse Rd.
21	4	2130	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	7.5%	61 Meetinghouse Rd.
22	4	1980	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	4.5%	63 Meetinghouse Rd.
23	4	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	7.5%	65 Meetinghouse Rd.
24	4	2106	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	7.5%	67 Meetinghouse Rd.

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

**EXHIBIT D - AGE RESTRICTION REQUIREMENT AND POLICY TO ENSURE
ADHERENCE WITH RESTRICTION**

Norfolk Town Center Condominiums have been created with the purpose of creating a community whereby sixteen (16) Age Restricted Units must be occupied by persons who are 55 years of age or older. In order to maintain this purpose and in order to comply with the Housing for Older Persons Act of 1995, the following restrictions, regulations and policies shall apply to all residents and prospective residents of the Age Restricted Units:

1. The Age Restricted Units are:

Building 1: Unit 1, Unit 2, Unit 3, Unit 4
Building 2: Unit 5, Unit 6, Unit 7, Unit 8

2. All residents and prospective residents shall be required to provide to the Trustees and/or Declarant evidence of complying with the age restriction. To that end, the Trustees and/or the Declarant shall have the authority to conduct an age verification of all occupants in each unit from time to time and all occupants shall be required to provide the information required by the age verification.
3. The verification shall be in a form adopted from time to time by the Trustees. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:
 - (a) Date of birth for any occupant.
 - (b) Dates of birth for each unit owner with back-up information.
 - (c) Copies of driver's license, voter registration card, birth certificate and/ or Medicare card or other proof of age and residence for each occupant and each unit owner.
 - (d) The date the occupants first began to reside in the dwelling.
 - (e) The identity and location of the specific dwelling.
 - (f) The signatures of the occupants for additional verification of the accuracy of the verification information.
4. The initial form of verification is attached hereto but may be modified from time to time by the Trustees and/or Declarant. No person shall occupy a unit at the condominium without obtaining from the Trustees and filing with the Registry of

Deeds a Certificate of Approved Occupancy which form shall state the name of the approved occupant. At least one occupant and one owner must be 55 years of age or older.

5. The Trustees may rescind approval for occupancy if they determine that any information provided to the Trustees by the occupant was false or inaccurate.
6. Violation of Section 12C in the Master Deed shall be considered to constitute irreparable harm to the Trustees, Trust and other owners and residents and therefore, the Trustees and any Unit Owner shall be entitled to obtain injunctive relief from a Court of competent jurisdiction for any such violation.
7. If any unit owner and/ or occupant violates these rules and regulations or any other provision of the Master Deed and Trust, said unit owners and/ or occupants shall be subject to a fine of \$20.00 per violation and shall be responsible for all costs and attorneys' fees incurred related to enforcing the restriction. Each day of a violation shall constitute a new violation. Said fines, costs and attorneys' fees shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.
8. The Trustees shall have the power to enforce any violations of the age restriction by Court action or otherwise against the unit owners and/ or occupants and all costs incurred in said action, including but not limited to, reasonably attorney's fees and costs shall be the responsibility of the unit owners and shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.
9. The Trustees, may in their discretion and only in extraordinary circumstances, may allow a unit to be occupied despite the fact that no occupant is over 55 years of age but said permission to occupy must be in writing and may not be for a period of more than six (6) months. By way of example, if a unit is occupied by a couple, one who is 55 years of age or older and one is not 55 years of age or older, if the older occupant were to die, the Trustees have the right, but not the obligation, to allow the unit to be occupied by the younger occupant for a period of not more than six (6) months. This requirement is applicable to all of the Age Restricted Units except for the Senior Affordable Units, which are subject to paragraph 11a hereunder.
10. In the event of the death of a qualifying occupant, one may inherit the unit but may not occupy the unit unless the occupant is 55 years of age or older. This requirement is applicable to all of the Age Restricted Units except for the Senior Affordable Units, which are subject to paragraph 11b hereunder.

11. The Senior Affordable Units, as described in Section 12B of the Master Deed, are subject to the following additional requirements:
 - a. In the event the household member who qualified as age 55 or older at the time the Property was purchased (the "Age Qualified Person") no longer occupies the Property due to death or departure, the then holder of title to the Property shall, within six (6) months following the date of such death or departure, provide the Notice required in Section 1(a) of the Deed Rider (attached to the Unit Deed) and the Property shall be sold pursuant to the terms and procedures set out in Section 1, unless any remaining occupant of the Property demonstrates to the satisfaction of the Municipality that he or she was an occupant of the Property prior to the death or departure of the Age Qualified Person and that he or she is the surviving spouse of the Age Qualified Person.
 - b. Notwithstanding the requirements of Section 4 of the Deed Rider (attached to the Unit Deed), the Grantee may delegate, transfer or otherwise convey his/her/their title to the Property to a trust or other estate-planning vehicle under which the Grantee and the Age Qualified Person (if other than the Grantee) hold a beneficial interest, so long as the Grantee and the Age Qualified Person demonstrate to the Municipality that he/she/they occupy or intend to occupy the Property as his/her/their primary residence. Following the death or departure of such beneficial interest holder who is also the Age Qualified Person, the provisions of the preceding paragraph shall apply
12. The Trustees may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing for Older Persons Act of 1995 and Massachusetts General Laws Chapter 151B and any regulation promulgated pursuant to either law.

Norfolk Town Center Condominium - Age Requirement Verification

1. Unit #:
2. Address:
3. Telephone Number:
4. Names of All Proposed Occupants:
5. Dates of Birth of Each Proposed Occupant:
6. Social Security Numbers of all Occupants:
7. A Copy of a Driver's License is required to be attached hereto for all proposed Occupants.
8. Proposed Occupancy Date:

I/we, the undersigned, being the proposed Owners and Occupants of the above captioned Unit, hereby certify that we have read the condominium documents and the rules and regulations and agree to be bound by the terms thereof.

Executed under seal this ____ day of _____, 2006.

Signature-Owner

Print Name:

Signature-Owner

Print Name:

Signature-Owner

Print Name:

EXHIBIT E
ADDITIONAL RULES AND REGULATIONS OF
NORFOLK TOWN CENTER CONDOMINIUMS

1. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit owner shall permit anything to be done, or kept in his unit, or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any laws.

2. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No Unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M.

3. Nothing shall be done in any Unit or in, on or to the common areas and facilities which will (i) impair the structural integrity of the building, (ii) structurally change the building, or (iii) change the exterior appearance of the building, except as may be permitted upon approval of the Trustees in accordance with the By-laws and pursuant to Section 8 of the Master Deed.

4. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

5. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees

6. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements

or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

8. The agents of the Trustees, and any contractor or workman authorized by the Trustees, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

9. No Unit Owner or occupant or any of his agents, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except paints, varnishes, paint thinners and the like, and such lighting and cleaning fluids as are customary for residential use.

10. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Trustees.

11. Each Unit Owner shall be responsible for clearing snow from the sidewalk adjacent to the exclusive easement area of that Unit Owner as shown on the Site Plan filed with the Master Deed.

12. Any and all outside incendiary cooking devices shall be used at a minimum distance of eight feet from any building of the Condominium.

PLAN FILED AT TIME OF RECORDING

[Handwritten Signature]
21 August 2007

**FIRST AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 284 Main Street, Norfolk, Massachusetts 02056 , (hereinafter called the "Declarant"), being the Declarant in that Master Deed creating the Norfolk Town Center Condominium (the "Condominium"), recorded with the Norfolk County Registry of Deed Land Court Division in Certificate Number C333 (the "Master Deed") by this Amendment to the Master Deed (the "Amendment") made pursuant to and in accordance with said Master Deed, does hereby propose to create, and hereby does create Phase II of the Norfolk Town Center Condominium, with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof. The Declarant does hereby, by duly executing and recording this Amendment, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (hereinafter called "Phase 2") to the provisions of Massachusetts General Laws, Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium (the "Declaration of Trust" recorded with the Norfolk County Registry of Deed Land Court Division as Certificate Number C333, and the rules and regulations adopted pursuant thereto (the "Rules and Regulations") and to that end the Declarant declares and provides as follows:

1. Description of Phase 2 Building

The Phase 2 Building contains eight (8) condominium units (the "Phase II Units"). The Phase 2 Building is constructed of the same principal materials of constructions as the Phase 1 buildings. Phase 2 of the condominium is comprised of one Building (Building 3) that is explained as follows:

- Building 3, is a multi-level residential building containing eight (8) units located on Lot 26, and is located south of Building 1.

The aforementioned building is located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Building is further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

2. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases.

4. A Description of the Units

Phase 2 of the Condominium is comprised of 8 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.

(iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.

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

(vi) All structural portions of the building area part of the common areas and facilities.

(vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

5. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. the foundation of the Building, the roof, and all structural portions of the Building;
- C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. all common equipment;
- E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;
- F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and
- G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

6. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law. However, the Trustees shall not be permitted to amend, revise or delete the restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) of the Master Deed. All restrictions contained in the Master Deed shall apply to Phase 2 and are incorporated by reference herein. In addition, Unit 18 and Unit 23 are hereby permitted for rental according to the terms of the Master Deed, Sections 12 H- 1-7. and permission as it pertains to the rental of these Units may not be revoked unless by unanimous vote from the Board of Trustees.

- A. Building 1, Building 2 , Building 3 is restricted for sale and occupancy by persons aged fifty-five years of age and older ("Age Restricted Units")
- B. The following Age Restricted Units are also subject to Section 13 of the Master Deed: Unit 2, Unit 6, Unit 10, Unit 14 ("Senior Affordable Units")
- C. Residents of the Age Restricted Units shall be subject to and comply with the Age Restriction Requirement and Policy in Exhibit E of the Master Deed.
- D. At least one (1) owner and at least one (1) occupant of the Age Restricted Units must be over the age of fifty-five.
- E. The Age Restricted Units shall not be occupied full time by anyone under the age of eighteen (18). Full time shall mean residing 14 or more days concurrently. In no event shall anyone under the age of eighteen (18) occupy the unit for 90 cumulative days throughout the calendar year.

The following units ("Affordable Units") shall not be leased, rented or let: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22.

7. Restrictions and Obligations Imposed By the Comprehensive Permit

- A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit") .
- B. The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

8. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22) cannot be combined with any contiguous Unit.

9. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

10. Sale of Units

A Unit Owner may, subject to the restrictions of the Master Deed as amended and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14 Unit 19, Unit 22,) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

11. Percentage Interest

Each Phase 2 Unit shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and made a part hereof. In addition, Exhibit D sets forth the Beneficial Interest of the Phase 1 Units as such Beneficial Interests have been changed with the inclusion of the Phase 2 Units.

12. Master Deed


Except as described herein, the Phase 2 Units and the Common Areas and Facilities of Phase 2 shall be subject to and have the benefit of all of the provision of the Master Deed, the Declaration of Trust ,the Rules and Regulations, and any amendments made thereto from time to time

The provisions of said Master Deed, as amended, except as the context thereof clearly indicates, are hereby incorporated by reference into this Amendment as if they had been set forth herein and are hereby ratified and confirmed.

ADD LANGUAGE TO MODIFY CONTROL BEFORE TURNING OVER AND ALSO

6 EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this day of ~~Aug~~ 2007

BY: Norfolk Town Center LLC


Paul D. Borrelli, member

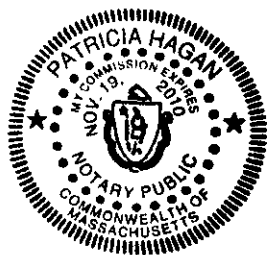


COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this *6th* day of *August*, 2007 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.

Patricia Hagan
Notary Public



My commission expires:

Mar. 19, 2010

EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of this Amendment of the Norfolk Town Center Condominium Master Deed is the Norfolk Town Center Condominium located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 26 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 26.

So much of said lot numbered 26 is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 26 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 26 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks, equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements

and Restrictive Covenants recorded ah Norfolk County Registry District of the Land Court as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 and all easements and restrictions recorded in Certificate #150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Document # 150889 and Certificate C333 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE TWO

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF BUILDINGS IN PHASE TWO

There is one (1) individual buildings in Phase Two on the land described in Exhibit A to this Amendment. The building is described as follows:

Building 3

Unit 9

Unit 9 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 9 is located in the northernmost section of Building 3 adjacent to Unit 10. Unit 9 has a one-car garage that is accessed from the front of the building.

Unit 10

Unit 10 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 10 is located between Unit 9 and Unit 11. Unit 10 has a one-car garage that is accessed from the front of the building.

Unit 11

Unit 11 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 11 is located between Unit 10 and Unit 12. Unit 11 has a one-car garage that is accessed from the front of the building.

Unit 12

Unit 12 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 12 is located between Unit 11 and Unit 13. Unit 12 has a one-car garage that is accessed from the front of the building.

Unit 13

Unit 13 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 13 is located between Unit 12 and Unit 14. Unit 13 has a one-car garage that is accessed from the front of the building.

Unit 14

Unit 14 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 14 is located between Unit 13 and Unit 15. Unit 14 has a one-car garage that is accessed from the front of the building.

Unit 15

Unit 15 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 15 is located between Unit 14 and Unit 16. Unit 15 has a one-car garage that is accessed from the front of the building.

Unit 16

Unit 16 is a town house style multi-level unit. It is located in Building 3. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 16 is located in the southernmost section of Building 3, adjacent to Unit 15. Unit 16 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE TWO

Description of the Units in Phase 2 of the Condominium, together with their respective percentage interest in the Condominium

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
9	3	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	33 Meetinghouse Rd.
10	3	2004	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	35 Meetinghouse Rd.
11	3	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	37 Meetinghouse Rd.
12	3	2190	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	39 Meetinghouse Rd.
13	3	2130	2BR, 2.5B, K, LR, DR, D, G, OB	4.5%	41 Meetinghouse Rd.



			6 Rooms Total		
14	3	1600	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	43 Meetinghouse Rd.
15	3	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	45 Meetinghouse Rd.
16	3	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	47 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT D – Percentage of Undivided Interest Phase 1 and Phase 2

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
1	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	17 Meetinghouse Rd.
2	1	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	19 Meetinghouse Rd.
3	1	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	21 Meetinghouse Rd.
4	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	23 Meetinghouse Rd.
5	2	1962	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	25 Meetinghouse Rd.

6	2	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	27 Meetinghouse Rd.
7	2	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	29 Meetinghouse Rd.
8	2	1841	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
9	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	33 Meetinghouse Rd.
10	3	2004	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	35 Meetinghouse Rd.

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11	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	37 Meetinghouse Rd.
12	3	2190	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	39 Meetinghouse Rd.
13	3	2130	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	41 Meetinghouse Rd.
14	3	1600	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.5%	43 Meetinghouse Rd.
15	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	45 Meetinghouse Rd.
16	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	4.5%	47 Meetinghouse Rd.

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Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
17	4	2106	3BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	5.0%	53 Meetinghouse Rd.
18	4	2004	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	55 Meetinghouse Rd.
19	4	2004	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	57 Meetinghouse Rd.
20	4	2190	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	59 Meetinghouse Rd.
21	4	2130	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	61 Meetinghouse Rd.
22	4	1980	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	63 Meetinghouse Rd.
23	4	1977	3BR, 2.5B,	5.0%	65 Meetinghouse

			K, LR, DR, G, OB 6 Rooms Total		Rd.
24	4	2106	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	67 Meetinghouse Rd.

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

**EXHIBIT E- AGE RESTRICTION REQUIREMENT AND POLICY TO ENSURE
ADHERENCE WITH RESTRICTION**

Norfolk Town Center Condominiums have been created with the purpose of creating a community whereby sixteen (16) Age Restricted Units must be occupied by persons who are 55 years of age or older. In order to maintain this purpose and in order to comply with the Housing for Older Persons Act of 1995, the following restrictions, regulations and policies shall apply to all residents and prospective residents of the Age Restricted Units:

1. The Age Restricted Units are:

Building 1: Unit 1, Unit 2, Unit 3, Unit 4

Building 2: Unit 5, Unit 6, Unit 7, Unit 8

Building 3: Unit 9, Unit 10, Unit 11, Unit 12, Unit 13, Unit 14, Unit 15, Unit 16

2. All residents and prospective residents shall be required to provide to the Trustees and/or Declarant evidence of complying with the age restriction. To that end, the Trustees and/or the Declarant shall have the authority to conduct an age verification of all occupants in each unit from time to time and all occupants shall be required to provide the information required by the age verification.
3. The verification shall be in a form adopted from time to time by the Trustees. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:
 - (a) Date of birth for any occupant.
 - (b) Dates of birth for each unit owner with back-up information.
 - (c) Copies of driver's license, voter registration card, birth certificate and/ or Medicare card or other proof of age and residence for each occupant and each unit owner.
 - (d) The date the occupants first began to reside in the dwelling.
 - (e) The identity and location of the specific dwelling.
 - (f) The signatures of the occupants for additional verification of the accuracy of the verification information.
4. The initial form of verification is attached hereto but may be modified from time to time by the Trustees and/or Declarant. No person shall occupy a unit at the

condominium without obtaining from the Trustees and filing with the Registry of Deeds a Certificate of Approved Occupancy which form shall state the name of the approved occupant. At least one occupant and one owner must be 55 years of age or older.

5. The Trustees may rescind approval for occupancy if they determine that any information provided to the Trustees by the occupant was false or inaccurate.
6. Violation of Section 12C in the Master Deed shall be considered to constitute irreparable harm to the Trustees, Trust and other owners and residents and therefore, the Trustees and any Unit Owner shall be entitled to obtain injunctive relief from a Court of competent jurisdiction for any such violation.
7. If any unit owner and/ or occupant violates these rules and regulations or any other provision of the Master Deed and Trust, said unit owners and/ or occupants shall be subject to a fine of \$20.00 per violation and shall be responsible for all costs and attorneys' fees incurred related to enforcing the restriction. Each day of a violation shall constitute a new violation. Said fines, costs and attorneys' fees shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.
8. The Trustees shall have the power to enforce any violations of the age restriction by Court action or otherwise against the unit owners and/ or occupants and all costs incurred in said action, including but not limited to, reasonably attorney's fees and costs shall be the responsibility of the unit owners and shall constitute a lien against the unit as provided for in Massachusetts General Laws Chapter 183A.
9. The Trustees, may in their discretion and only in extraordinary circumstances, may allow a unit to be occupied despite the fact that no occupant is over 55 years of age but said permission to occupy must be in writing and may not be for a period of more than six (6) months. By way of example, if a unit is occupied by a couple, one who is 55 years of age or older and one is not 55 years of age or older, if the older occupant were to die, the Trustees have the right, but not the obligation, to allow the unit to be occupied by the younger occupant for a period of not more than six (6) months. This requirement is applicable to all of the Age Restricted Units except for the Senior Affordable Units, which are subject to paragraph 11a hereunder.
10. In the event of the death of a qualifying occupant, one may inherit the unit but may not occupy the unit unless the occupant is 55 years of age or older. This requirement is applicable to all of the Age Restricted Units except for the Senior Affordable Units, which are subject to paragraph 11b hereunder.

11. The Senior Affordable Units, as described in Section 12B of the Master Deed, are subject to the following additional requirements:

a. In the event the household member who qualified as age 55 or older at the time the Property was purchased (the "Age Qualified Person") no longer occupies the Property due to death or departure, the then holder of title to the Property shall, within six (6) months following the date of such death or departure, provide the Notice required in Section 1(a) of the Deed Rider (attached to the Unit Deed) and the Property shall be sold pursuant to the terms and procedures set out in Section 1, unless any remaining occupant of the Property demonstrates to the satisfaction of the Municipality that he or she was an occupant of the Property prior to the death or departure of the Age Qualified Person and that he or she is the surviving spouse of the Age Qualified Person.

b. Notwithstanding the requirements of Section 4 of the Deed Rider (attached to the Unit Deed), the Grantee may delegate, transfer or otherwise convey his/her/their title to the Property to a trust or other estate-planning vehicle under which the Grantee and the Age Qualified Person (if other than the Grantee) hold a beneficial interest, so long as the Grantee and the Age Qualified Person demonstrate to the Municipality that he/she/they occupy or intend to occupy the Property as his/her/their primary residence. Following the death or departure of such beneficial interest holder who is also the Age Qualified Person, the provisions of the preceding paragraph shall apply

12. The Trustees may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing for Older Persons Act of 1995 and Massachusetts General Laws Chapter 151B and any regulation promulgated pursuant to either law.

Norfolk Town Center Condominium - Age Requirement Verification

1. Unit #:
2. Address:
3. Telephone Number:
4. Names of All Proposed Occupants:
5. Dates of Birth of Each Proposed Occupant:
6. Social Security Numbers of all Occupants:
7. A Copy of a Driver's License is required to be attached hereto for all proposed Occupants.
8. Proposed Occupancy Date:

I/we, the undersigned, being the proposed Owners and Occupants of the above captioned Unit, hereby certify that we have read the condominium documents and the rules and regulations and agree to be bound by the terms thereof.

Executed under seal this ____ day of _____, 2006.

Signature-Owner

Print Name:

Signature-Owner

Print Name:

Signature-Owner

Print Name:





The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 21, 2007

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NORFOLK TOWN CENTER, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 9, 2003**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PAUL D. BORELLI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PAUL D. BORELLI, MATHEW D. BORELLI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PAUL D. BORELLI, MATHEW D. BORELLI**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Doc:1,141,622 11-14-2007 10:11
Norfolk County Land Court

PLAN FILED AT TIME OF RECORDING

**SECOND AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

**SECOND AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 284 Main Street, Norfolk, Massachusetts 02056 , (hereinafter called the "Declarant"), being the Declarant in that Master Deed creating the Norfolk Town Center Condominium (the "Condominium"), recorded with the Norfolk County Registry of Deed Land Court Division in Certificate Number 333 (the "Master Deed") by this Amendment to the Master Deed (the "Amendment") made pursuant to and in accordance with said Master Deed, does hereby propose to create, and hereby does create Phase II of the Norfolk Town Center Condominium, with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof. The Declarant does hereby, by duly executing and recording this Amendment, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (hereinafter called "Phase 2") to the provisions of Massachusetts General Laws, Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium (the "Declaration of Trust" recorded with the Norfolk County Registry of Deed Land Court Division as Certificate Number 333, and the rules and regulations adopted pursuant thereto (the "Rules and Regulations") and to that end the Declarant declares and provides as follows:

1. Description of Phase 3 Building

The Phase 3 Building contains seven (7) condominium units (the "Phase III Units"). The Phase 3 Building is constructed of the same principal materials of constructions as the Phase 1 and 2 buildings. Phase 3 of the condominium is comprised of one Building (Building 5) that is explained as follows:

- Building 5, is a multi-level residential building containing seven (7) units located on Lot 27, and is located south east of Building 4.

The aforementioned building is located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Building is further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

2. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases.

4.B Description of the Units

Phase 3 of the Condominium is comprised of 7 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.
- (iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.

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

(vi) All structural portions of the building area part of the common areas and facilities.

(vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

5. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights,

interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

B. the foundation of the Building, the roof, and all structural portions of the Building;

C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);

D. all common equipment;

E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;

F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and

G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

6. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by

law. However, the Trustees shall not be permitted to amend, revise or delete the restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) of the Master Deed. All restrictions contained in the Master Deed shall apply to Phase 3 and are incorporated by reference herein.

A. The following Units are also subject to Section 13 of the Master Deed: Unit 27, Unit 30 ("Affordable Units")

The following units ("Affordable Units") shall not be leased, rented or let: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30

7. Restrictions and Obligations Imposed By the Comprehensive Permit

A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit").

B. The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

8. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may

thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30) cannot be combined with any contiguous Unit.

9. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

10. Sale of Units

A Unit Owner may, subject to the restrictions of the Master Deed as amended and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14 Unit 19, Unit 22, Unit 27, Unit 30) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

11. Percentage Interest

Each Phase 3 Unit shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and made a part hereof. In addition, Exhibit D sets forth the Beneficial Interest of the Phase 1 and Phase 2 Units as such Beneficial Interests have been changed with the inclusion of the Phase 3 Units.

12. Master Deed

Except as described herein, the Phase 3 Units and the Common Areas and Facilities of Phase 3 shall be subject to and have the benefit of all of the provision of the Master Deed,

the Declaration of Trust ,the Rules and Regulations, and any amendments made thereto from time to time

The provisions of said Master Deed, as amended, except as the context thereof clearly indicates, are hereby incorporated by reference into this Amendment as if they had been set forth herein and are hereby ratified and confirmed.

EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this 23rd day of Oct, 2007

BY: Norfolk Town Center LLC

Paul D. Borrelli
Paul D. Borrelli, member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 23rd day of October, 2007 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were MADL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.

Patricia Hagan
Notary Public

My commission expires: Nov 19, 2010



EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of this Amendment of the Norfolk Town Center Condominium Master Deed is the Norfolk Town Center Condominium located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 27 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 27.

So much of said lot numbered 27 is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 27 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 27 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a

perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks, equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements and Restrictive Covenants recorded ah Norfolk County Registry District of the Land Court as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 104132 and all easements and restrictions recorded in Document 150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Document # 150889 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE TWO

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF BUILDINGS IN PHASE TWO

There is one (1) individual building in Phase Three on the land described in Exhibit A to this Amendment. The building is described as follows:

Building 5

Unit 25

Unit 25 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 25 is located in the easternmost section of Building 5 adjacent to Unit 26. Unit 25 has a one-car garage that is accessed from the front of the building.

Unit 26

Unit 26 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 26 is located between Unit 25 and Unit 27. Unit 26 has a one-car garage that is accessed from the front of the building.

Unit 27

Unit 27 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 27 is located between Unit 26 and Unit 28. Unit 27 has a one-car garage that is accessed from the front of the building.

Unit 28

Unit 28 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 28 is located between Unit 27 and Unit 29. Unit 28 has a one-car garage that is accessed from the front of the building.

Unit 29

Unit 29 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 29 is located between Unit 28 and Unit 30. Unit 29 has a one-car garage that is accessed from the front of the building.

Unit 30

Unit 30 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 30 is located between Unit 29 and Unit 31. Unit 30 has a one-car garage that is accessed from the front of the building.

Unit 31

Unit 31 is a town house style multi-level unit. It is located in Building 5. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 31 is located in the westernmost section of Building 5, adjacent to Unit 30. Unit 31 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE THREE

Description of the Units in Phase 3 of the Condominium, together with their respective percentage interest in the Condominium

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
25	5	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	81 Meetinghouse Rd.
26	5	1860	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	79 Meetinghouse Rd.
27	5	1977	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	77 Meetinghouse Rd.
28	5	2226	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	75 Meetinghouse Rd.
29	5	2226	3BR,2.5B, K, LR, DR, G, OB 6 Rooms	5.0%	73 Meetinghouse Rd.

			Total		
30	5	1977	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	71 Meetinghouse Rd.
31	5	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	69 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT D – Percentage of Undivided Interest Phase 1, Phase 2, Phase 3

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
1	1	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	17 Meetinghouse Rd.
2	1	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	19 Meetinghouse Rd.
3	1	1977	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	21 Meetinghouse Rd.
4	1	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	23 Meetinghouse Rd.
5	2	1962	2BR, 2.5B, K, LR, DR,	3.0%	25 Meetinghouse Rd.

			D, G, OB 6 Rooms Total		
6	2	1977	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	27 Meetinghouse Rd.
7	2	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	29 Meetinghouse Rd.
8	2	1841	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
9	3	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	33 Meetinghouse Rd.
10	3	2004	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms	1.0%	35 Meetinghouse Rd.

			Total		
11	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	37 Meetinghouse Rd.
12	3	2190	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	39 Meetinghouse Rd.
13	3	2130	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	41 Meetinghouse Rd.
14	3	1600	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	43 Meetinghouse Rd.
15	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	45 Meetinghouse Rd.
16	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	47 Meetinghouse Rd.

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
17	4	2106	3BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	5.0%	53 Meetinghouse Rd.
18	4	2004	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	55 Meetinghouse Rd.
19	4	2004	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	57 Meetinghouse Rd.
20	4	2190	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	59 Meetinghouse Rd.
21	4	2130	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	61 Meetinghouse Rd.
22	4	1980	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	63 Meetinghouse Rd.

23	4	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	65 Meetinghouse Rd.
24	4	2106	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	5.0%	67 Meetinghouse Rd.
25	5	2221	3BR,2.5B, K, LR, DR, G, OB	5.0%	81 Meetinghouse Rd.
			6 Rooms Total		
26	5	1860	3BR,2.5B, K, LR, DR, G, OB	5.0%	79 Meetinghouse Rd.
			6 Rooms Total		
27	5	1977	3BR,1.5B, K, LR, DR, G, OB	1.25%	77 Meetinghouse Rd.
			6 Rooms Total		
28	5	2226	3BR,2.5B, K, LR, DR, G, OB	5.0%	75 Meetinghouse Rd.
			6 Rooms Total		

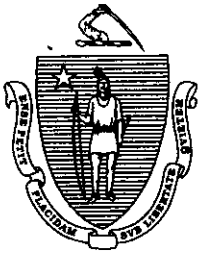
29	5	2226	3BR, 2.5B, K, LR, DR, G, OB	5.0%	73 Meetinghouse Rd.
			6 Rooms Total		
30	5	1977	3BR, 1.5B, K, LR, DR, G, OB	1.25%	71 Meetinghouse Rd.
			6 Rooms Total		
31	5	2221	3BR, 2.5B, K, LR, DR, G, OB	5.0%	69 Meetinghouse Rd.
			6 Rooms Total		

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 6, 2007

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NORFOLK TOWN CENTER, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 9, 2003.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PAUL D. BORRELLI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MATTHEW D. BORRELLI, PAUL D. BORRELLI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MATTHEW D. BORRELLI, PAUL D. BORRELLI**

In testimony of which,

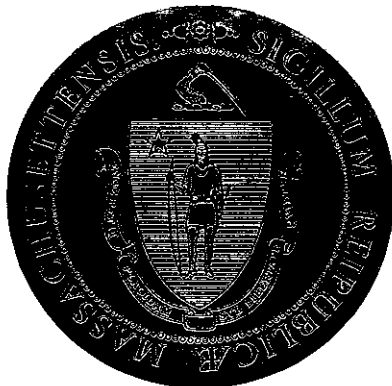
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



July 14, 2008

ALLOWED
Charles Crowley
Justice

Doc:1,161,652 10-08-2008 12:28
Norfolk County Land Court

PLAN FILED AT TIME OF RECORDING

**THIRD AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 284 Main Street, Norfolk, Massachusetts 02056 , (hereinafter called the "Declarant"), being the Declarant in that Master Deed creating the Norfolk Town Center Condominium (the "Condominium"), recorded with the Norfolk County Registry of Deed Land Court Division in Certificate Number 333 (the "Master Deed") by this Amendment to the Master Deed (the "Amendment") made pursuant to and in accordance with said Master Deed, does hereby propose to create, and hereby does create Phase IV of the Norfolk Town Center Condominium, with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof. The Declarant does hereby, by duly executing and recording this Amendment, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (hereinafter called "Phase 4") to the provisions of Massachusetts General Laws, Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium (the "Declaration of Trust" recorded with the Norfolk County Registry of Deed Land Court Division as Certificate Number 333, and the rules and regulations adopted pursuant thereto (the "Rules and Regulations") and to that end the Declarant declares and provides as follows:

1. Description of Phase 4 Building

The Phase 4 Building contains three (3) condominium units (the "Phase IV Units"). The Phase 4 Building is constructed of the same principal materials of constructions as the Phase 1 and 2 and 3 buildings. Phase 4 of the condominium is comprised of one Building (Building 8) that is explained as follows:

- Building 8, is a multi-level residential building containing three (3) units located on Lot 27, and is located south/southeast of Building 5.

The aforementioned building is located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Building is further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

2. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

LLC attached to 1160623

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases.

4.B Description of the Units

Phase 4 of the Condominium is comprised of 3 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.
- (iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.

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

(vi) All structural portions of the building area part of the common areas and facilities.

(vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

5. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is

herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

B. the foundation of the Building, the roof, and all structural portions of the Building;

C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);

D. all common equipment;

E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;

F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and

G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

6. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law. However, the Trustees shall not be permitted to amend, revise or delete the

restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) of the Master Deed. All restrictions contained in the Master Deed shall apply to Phase 4 and are incorporated by reference herein.

A. The following Units are also subject to Section 13 of the Master Deed: Unit 27, Unit 30 ("Affordable Units")

The following units ("Affordable Units") shall not be leased, rented or let: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30

7. Restrictions and Obligations Imposed By the Comprehensive Permit

A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit").

B. The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

8. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may

thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30) cannot be combined with any contiguous Unit.

9. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

10. Sale of Units

A Unit Owner may, subject to the restrictions of the Master Deed as amended and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14 Unit 19, Unit 22, Unit 27, Unit 30) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

11. Percentage Interest

Each Phase 4 Unit shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and made a part hereof. In addition, Exhibit D sets forth the Beneficial Interest of the Phase 1, Phase 2, and Phase 3 Units as such Beneficial Interests have been changed with the inclusion of the Phase 4 Units.


12. Master Deed

Except as described herein, the Phase 4 Units and the Common Areas and Facilities of Phase 4 shall be subject to and have the benefit of all of the provision of the Master Deed, the Declaration of Trust ,the Rules and Regulations, and any amendments made thereto from time to time

The provisions of said Master Deed, as amended, except as the context thereof clearly indicates, are hereby incorporated by reference into this Amendment as if they had been set forth herein and are hereby ratified and confirmed.

EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this 30th day of June, 2008

BY: Norfolk Town Center LLC



Paul D. Borrelli, member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 30th day of June, 2008 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.



Notary Public

My commission expires:

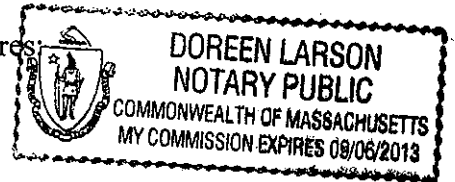


EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of this Amendment of the Norfolk Town Center Condominium Master Deed is the Norfolk Town Center Condominium located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 27 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 27.

So much of said lot numbered 27 is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 27 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 27 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks,

equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements and Restrictive Covenants recorded at Norfolk County Registry District of the Land Court as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 104132 and all easements and restrictions recorded in Document 150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Document # 150889 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE FOUR

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF BUILDINGS IN PHASE FOUR

There is one (1) individual building in Phase Four on the land described in Exhibit A to this Amendment. The building is described as follows:

Building 8

Unit 42

Unit 42 is a town house style multi-level unit. It is located in Building 8. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 42 is located in the southernmost section of Building 8 adjacent to Unit 43. Unit 42 has a one-car garage that is accessed from the front of the building.

Unit 43

Unit 43 is a town house style multi-level unit. It is located in Building 8. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 43 is located between Unit 42 and Unit 44. Unit 43 has a one-car garage that is accessed from the front of the building.

Unit 44

Unit 44 is a town house style multi-level unit. It is located in Building 8. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 44 is located in the northernmost section of Building 8 adjacent to unit 43. Unit 44 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE FOUR

Description of the Units in Phase 4 of the Condominium, together with their respective percentage interest in the Condominium

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
42	8	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	103 Meetinghouse Rd.
43	8	1977	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	105 Meetinghouse Rd.
44	8	2221	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	107 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT D – Percentage of Undivided Interest Phase 1, Phase 2, Phase 3, Phase 4

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
 F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
1	1	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	17 Meetinghouse Rd.
2	1	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	19 Meetinghouse Rd.
3	1	1977	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	21 Meetinghouse Rd.
4	1	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	23 Meetinghouse Rd.

5	2	1962	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	25 Meetinghouse Rd.
6	2	1977	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	27 Meetinghouse Rd.
7	2	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	29 Meetinghouse Rd.
8	2	1841	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas ³	Street Address
9	3	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	33 Meetinghouse Rd.
10	3	2004	2BR, 1.5B, K, LR, DR,	1.0%	35 Meetinghouse Rd.

			D, G, OB 6 Rooms Total		
11	3	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	37 Meetinghouse Rd.
12	3	2190	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	39 Meetinghouse Rd.
13	3	2130	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	41 Meetinghouse Rd.
14	3	1600	2BR, 1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	43 Meetinghouse Rd.
15	3	1977	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	45 Meetinghouse Rd.
16	3	2192	2BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	47 Meetinghouse Rd.

		Total	
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Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
17	4	2106	3BR, 2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.5%	53 Meetinghouse Rd.
18	4	2004	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	55 Meetinghouse Rd.
19	4	2004	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	57 Meetinghouse Rd.
20	4	2190	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	59 Meetinghouse Rd.
21	4	2130	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	61 Meetinghouse Rd.
22	4	1980	3BR, 1.5B, K, LR, DR, G, OB	1.25%	63 Meetinghouse Rd.

			6 Rooms Total		
23	4	1977	3BR-2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	65 Meetinghouse Rd.
24	4	2106	3BR-2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	67 Meetinghouse Rd.
25	5	2221	3BR-2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	81 Meetinghouse Rd.
			6 Rooms Total		
26	5	1860	3BR-2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	79 Meetinghouse Rd.
			6 Rooms Total		
27	5	1977	3BR-1.5B, K, LR, DR, G, OB 6 Rooms Total	1.25%	77 Meetinghouse Rd.
			6 Rooms Total		
28	5	2226	3BR-2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	75 Meetinghouse Rd.
			6 Rooms Total		

29	5	2226	3BR, 2.5B, K, LR, DR, G, OB	3.5	73 Meetinghouse Rd.
			6 Rooms Total		
30	5	1977	3BR, 1.5B, K, LR, DR, G, OB	1.25%	71 Meetinghouse Rd.
			6 Rooms Total		
31	5	2221	3BR, 2.5B, K, LR, DR, G, OB	3.5	69 Meetinghouse Rd.
			6 Rooms Total		

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas ³	Street Address
42	8	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	103 Meetinghouse Rd.
43	8	1977	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	105 Meetinghouse Rd.
44	8	2221	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	3.5%	107 Meetinghouse Rd.

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards; crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

PLAN FILED AT TIME OF RECORDING

ALLOWED

Juan C. Cutler
Justice
1/19/10

**FOURTH AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 284 Main Street, Norfolk, Massachusetts 02056, (hereinafter called the "Declarant"), being the Declarant in that Master Deed creating the Norfolk Town Center Condominium (the "Condominium"), recorded with the Norfolk County Registry of Deed Land Court Division in Certificate Number 333 (the "Master Deed") by this Amendment to the Master Deed (the "Amendment") made pursuant to and in accordance with said Master Deed, does hereby propose to create, and hereby does create Phase IV of the Norfolk Town Center Condominium, with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof. The Declarant does hereby, by duly executing and recording this Amendment, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (hereinafter called "Phase 5") to the provisions of Massachusetts General Laws, Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium (the "Declaration of Trust" recorded with the Norfolk County Registry of Deed Land Court Division as Certificate Number 333, and the rules and regulations adopted pursuant thereto (the "Rules and Regulations") and to that end the Declarant declares and provides as follows:

* Doc. No. 1115443

1. Description of Phase 5 Building

The Phase 5 Building contains four (4) condominium units (the "Phase V Units"). The Phase 5 Building is constructed of the same principal materials of constructions as the Phase 1 and 2 and 3 and 4 buildings. Phase 5 of the condominium is comprised of one Building (Building 7) that is explained as follows:

- Building 7, is a multi-level residential building containing four (4) units located on Lot 27, and is located south of Building 5.

The aforementioned building is located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Building is further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

2. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases.

4.B Description of the Units

Phase 5 of the Condominium is comprised of 4 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.
- (iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.

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

(vi) All structural portions of the building area part of the common areas and facilities.

(vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

5. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is

herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. the foundation of the Building, the roof, and all structural portions of the Building;
- C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. all common equipment;
- E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;
- F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and
- G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

6. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law. However, the Trustees shall not be permitted to amend, revise or delete the

restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) of the Master Deed. All restrictions contained in the Master Deed shall apply to Phase 5 and are incorporated by reference herein.

A. The following Units are also subject to Section 13 of the Master Deed: Unit 27, Unit 30 unit 40 (“Affordable Units”)

The following units (“Affordable Units”) shall not be leased, rented or let: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 40

7. Restrictions and Obligations Imposed By the Comprehensive Permit

A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit") .

B. The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 40) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

8. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners’ expense, and recorded with the Registry of Deeds. Units so combined may

thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 40) cannot be combined with any contiguous Unit.

9. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

10. Sale of Units

A Unit Owner may, subject to the restrictions of the Master Deed as amended and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14 Unit 19, Unit 22, Unit 27, Unit 30, Unit 40) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

11. Percentage Interest

Each Phase 4 Unit shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and made a part hereof. In addition, Exhibit D sets forth the Beneficial Interest of the Phase 1, Phase 2, and Phase 3 and Phase 4 Units as such Beneficial Interests have been changed with the inclusion of the Phase 5 Units.

12. Master Deed

Except as described herein, the Phase 4 Units and the Common Areas and Facilities of Phase 4 shall be subject to and have the benefit of all of the provision of the Master Deed, the Declaration of Trust ,the Rules and Regulations, and any amendments made thereto from time to time

The provisions of said Master Deed, as amended, except as the context thereof clearly indicates, are hereby incorporated by reference into this Amendment as if they had been set forth herein and are hereby ratified and confirmed.

01-05-2010 10:08

EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this 28th day of Dec, 2009

BY: Norfolk Town Center LLC

Paul D. Borrelli
Paul D. Borrelli, member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 28th day of December, 2009 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.

Joanne Flaherty Mailhot
Notary Public

My commission expires:

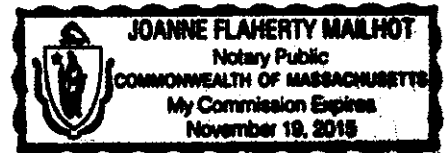


EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of this Amendment of the Norfolk Town Center Condominium Master Deed is the Norfolk Town Center Condominium located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 27 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 27.

So much of said lot numbered 27 is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 27 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 27 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the

construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks, equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements and Restrictive Covenants recoded ah Norfolk County Registry District of the Land Court as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 104132 and all easements and restrictions recorded in Document 150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Document # 150889 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE FIVE

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

FILED
JAN 12 AM 11:27

DESCRIPTION OF BUILDINGS IN PHASE FIVE

There is one (1) individual building in Phase Five on the land described in Exhibit A to this Amendment. The building is described as follows:

Building 7

Unit 38

Unit 38 is a town house style multi-level unit. It is located in Building 7. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 38 is located in the westernmost section of Building 7 adjacent to Unit 39. Unit 39 has a one-car garage that is accessed from the front of the building.

Unit 39

Unit 39 is a town house style multi-level unit. It is located in Building 7. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 39 is located between Unit 38 and Unit 40. Unit 39 has a one-car garage that is accessed from the front of the building.

Unit 40

Unit 40 is a town house style multi-level unit. It is located in Building 7. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 40 is located in the between Unit 39 and 41. Unit 40 has a one-car garage that is accessed from the front of the building.

Unit 41

Unit 41 is a town house style multi-level unit. It is located in Building 7. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 41 is located in the Easternmost section of Building 7 adjacent to unit 40. Unit 41 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE FIVE

Description of the Units in Phase 5 of the Condominium, together with their respective percentage interest in the Condominium

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
38	7	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20	95 Meetinghouse Rd.
39	7	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	1.12	97 Meetinghouse Rd.
40	7	1860	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	3.20	99 Meetinghouse Rd.
41	7	2221	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	3.20	101 Meetinghouse Rd.
			6 Rooms Total		

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

*Subject to reduction, if, as, and when, future phases are added to the Condominium

EXHIBIT D – Percentage of Undivided Interest Phase 1, Phase 2, Phase 3, Phase 4 Phase 5

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
1	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	17 Meetinghouse Rd.
2	1	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	19 Meetinghouse Rd.
3	1	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	21 Meetinghouse Rd.
4	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms	3.0%	23 Meetinghouse Rd.

			Total		
5	2	1962	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	25 Meetinghouse Rd.
6	2	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	27 Meetinghouse Rd.
7	2	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	29 Meetinghouse Rd.
8	2	1841	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
9	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	33 Meetinghouse Rd.

10	3	2004	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	35 Meetinghouse Rd.
11	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	37 Meetinghouse Rd.
12	3	2190	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	39 Meetinghouse Rd.
13	3	2130	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	41 Meetinghouse Rd.
14	3	1600	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	1.0%	43 Meetinghouse Rd.
15	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.0%	45 Meetinghouse Rd.
16	3	2192	2BR,2.5B, K, LR, DR, D, G, OB	3.0%	47 Meetinghouse Rd.

			6 Rooms Total	
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Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*		Street Address
17	4	2106	3BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.20%		53 Meetinghouse Rd.
18	4	2004	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%		55 Meetinghouse Rd.
19	4	2004	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.10%		57 Meetinghouse Rd.
20	4	2190	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%		59 Meetinghouse Rd.
21	4	2130	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%		61 Meetinghouse Rd.
22	4	1980	3BR,1.5B, K, LR, DR, G, OB	1.12%		63 Meetinghouse Rd.

			6 Rooms Total		
23	4	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	65 Meetinghouse Rd.
24	4	2106	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	67 Meetinghouse Rd.
25	5	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	81 Meetinghouse Rd.
			6 Rooms Total		
26	5	1860	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	79 Meetinghouse Rd.
			6 Rooms Total		
27	5	1977	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.12%	77 Meetinghouse Rd.
			6 Rooms Total		
28	5	2226	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	75 Meetinghouse Rd.
			6 Rooms Total		

29	5	2226	3BR,2.5B, K, LR, DR, G, OB	3.20%	73 Meetinghouse Rd.
			6 Rooms Total		
30	5	1977	3BR,1.5B, K, LR, DR, G, OB	1.12%	71 Meetinghouse Rd.
			6 Rooms Total		
31	5	2221	3BR,2.5B, K, LR, DR, G, OB	3.20%	69 Meetinghouse Rd.
			6 Rooms Total		

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
42	8	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	103 Meetinghouse Rd.
43	8	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	105 Meetinghouse Rd.
44	8	2221	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	3.20%	107 Meetinghouse Rd.

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT E
ADDITIONAL RULES AND REGULATIONS OF
NORFOLK TOWN CENTER CONDOMINIUMS

Except as described herein, the Phase 5 Units and the Common Areas and Facilities of Phase 5 shall be subject to and have the benefit of all of the provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, and any amendments made thereto from time to time

These Rules and Regulations are intended to replace Exhibit E in the Master Deed October 13, 2006 and Recorded on November 6, 2006. In the Event of any conflict between this Exhibit E and the Master Deed and Amendments and/or the Master Trust, this Exhibit shall control. All provisions shall be retroactive to the date of the Master Deed.

1. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit owner shall permit anything to be done, or kept in his unit, or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any laws.

2. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No Unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M.

3. Nothing shall be done in any Unit or in, on or to the common areas and facilities which will (i) impair the structural integrity of the building, (ii) structurally change the building, or (iii) change the exterior appearance of the building, except as may be permitted upon approval of the Trustees in accordance with the By-laws and pursuant

to Section 8 of the Master Deed.

4. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

5. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees

6. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

8. The agents of the Trustees, and any contractor or workman authorized by the Trustees, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

9. No Unit Owner or occupant or any of his agents, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except paints, varnishes, paint thinners and the like, and such lighting and cleaning fluids as are customary for residential use.

10. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Trustees.

11. Each Unit Owner shall be responsible for clearing snow from the sidewalk adjacent to the exclusive easement area of that Unit Owner as shown on the Site Plan filed with the Master Deed as well as the porch area of said Unit.

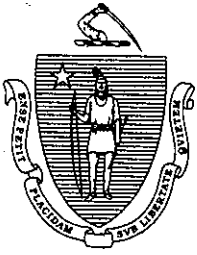
12. Any and all outside incendiary cooking devices shall be used at a minimum distance of eight feet from any building of the Condominium.

13. No exterior signs shall be permitted in common areas, except for real estate signs for the benefit of the Declarant

14. No boats, trailers, campers, buses, motor homes, unregistered vehicles, commercial trucks or vans or other commercial type of vehicles shall be operated, stored, parked or maintained anywhere on the condominium property. No vehicle shall be repaired or maintained on the Premises.

One customary household pet 100 pounds or 2 pets under 30 pounds each may be kept in any Unit pursuant to the restrictions and regulations provided however:

1. such pet is in compliance with all applicable governmental laws, ordinances, rules and regulations;
2. said pet does not create a nuisance as the Trustees may in their reasonable discretion determine
3. All pets must be leashed when outside the Unit
4. Unit Owners are responsible for cleaning up after their pets otherwise a fine of \$50 per violation shall be imposed by the Association for cleanup



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 29, 2010

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NORFOLK TOWN CENTER, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 9, 2003.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PAUL D. BORRELLI, MATTHEW D. BORRELLI ESQ**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PAUL D. BORRELLI, MATTHEW D. BORRELLI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PAUL D. BORRELLI, MATTHEW D. BORRELLI**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

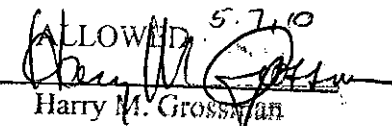
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



PLAN FILED AT TIME OF RECORDING

ALLOWED 5.7.10

Harry M. Grossman
Justice

**FIFTH AMENDMENT TO THE CONDOMINIUM MASTER DEED
NORFOLK TOWN CENTER CONDOMINIUM
MEETINGHOUSE ROAD, NORFOLK, MASSACHUSETTS**

Norfolk Town Center, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 284 Main Street, Norfolk, Massachusetts 02056, (hereinafter called the "Declarant"), being the Declarant in that Master Deed creating the Norfolk Town Center Condominium (the "Condominium"), recorded with the Norfolk County Registry of Deed Land Court Division in Certificate Number 333 (the "Master Deed") by this Amendment to the Master Deed (the "Amendment") made pursuant to and in accordance with said Master Deed, does hereby propose to create, and hereby does create Phase IV of the Norfolk Town Center Condominium, with the buildings thereon, in Norfolk, Norfolk County, Massachusetts, described on Exhibit A, which is attached hereto and incorporated herein by this reference and made part hereof. The Declarant does hereby, by duly executing and recording this Amendment, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (hereinafter called "Phase 5") to the provisions of Massachusetts General Laws, Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium (the "Declaration of Trust" recorded with the Norfolk County Registry of Deed Land Court Division as Certificate Number 333, and the rules and regulations adopted pursuant thereto (the "Rules and Regulations") and to that end the Declarant declares and provides as follows:

* Doc # 115443

1. Description of Phase 6 Building

The Phase 6 Building contains four (6) condominium units (the "Phase VI Units"). The Phase 6 Building is constructed of the same principal materials of constructions as the Phase 1 and 2 and 3 and 4 and 5 buildings. Phase 6 of the condominium is comprised of one Building (Building 6) that is explained as follows:

- Building 6, is a multi-level residential building containing six (6) units located on Lot 27, and is located west of Building 8.

The aforementioned building is located on the Land comprising the Condominium (the "Buildings") and are shown on the Site Plan, which Building is further described in Exhibit B, which is attached hereto and incorporated herein by this reference and made part hereof, including the number of Units, and principal materials of construction.

2. Descriptions of the Units and Their Boundaries

The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

3. Description of the Land.

The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Norfolk, Norfolk County, Massachusetts, and described on Exhibit A. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of additional phases.

4.B Description of the Units

Phase 6 of the Condominium is comprised of 6 residential dwelling units whose locations, designations, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Exhibit C, which is attached hereto and incorporated herein by this reference and made part hereof, and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the Unit, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units

The boundaries of the Units are as follows:

- (i) Floors: The plane of the upper surface of the concrete floor in the basement and garage.
- (ii) Ceilings: The plane of the lower surface of the roof rafters.
- (iii) Interior Walls between Units or between Units and Common Area: The plane of the interior surface of the wall studs facing such Unit.

(iv) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors leading to any common area, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames. All doors and all glass window panes shall be part of the Unit to which they are attached and shall be replaced promptly, if damaged or destroyed, by the Unit owner thereof; but any replacement shall be consistent with the exterior of the Building, and of the same materials and construction, and approved by the Trustees in accordance with Section 5.8 of the Condominium Trust.

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

(vi) All structural portions of the building area part of the common areas and facilities.

(vii) Exterior Equipment. All equipment, lines and installations which exclusively serve an individual Unit but are located outside of the Unit envelope including, shutoffs, metering devices and air conditioning equipment, if any.

C. Appurtenances to Units

Each of the Units shall have as an appurtenance thereto the exclusive right and easement, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, to use the following (sometimes herein also referred to as the "Limited Common Areas and Facilities" or "Limited Common Elements"):

(1) the exterior deck and/or covered deck and/or balcony if available affixed to or leading from the Unit and the area directly below the balconies, if any, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies, and areas beneath balcony, if any, and shoveling of deck and balcony, including but not limited to staining deck if necessary

(2) any exterior lights serving the Unit and Unit owner shall be responsible for repair and replacement of same including but not limited to any light bulbs in said lights

(3) The driveway leading to the garage portion of the Unit and the walkway leading to each respective Unit.

5. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is

herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

- A. the Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
- B. the foundation of the Building, the roof, and all structural portions of the Building;
- C. installations for central and/or common services such as: utilities serving more than one Unit; common area water supply, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- D. all common equipment;
- E. the yards, lawns, walkways, passageways, and the improvements thereon and thereof;
- F. the common driveway, including the exterior or "open air" parking spaces and that their use will be governed by the provisions set forth in the by laws; and
- G. the Limited Common Elements located outside the Unit's boundaries.

The Common Elements shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall not include the following: (i) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant, until such time as all Units contemplated to be developed hereunder have been sold and conveyed by Declarant to third parties (other than to any successor or assign of the Declarant).

6. Restrictions on Use

Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Building(s) and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law. However, the Trustees shall not be permitted to amend, revise or delete the

restrictions contained in paragraphs 12A, 12B, 12C, 12D, 12E and 12 H (6) of the Master Deed. All restrictions contained in the Master Deed shall apply to Phase 6 and are incorporated by reference herein.

A. The following Units are also subject to Section 13 of the Master Deed: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 33, Unit 36, Unit 40

The following units ("Affordable Units") shall not be leased, rented or let: Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 33, Unit 36, Unit 40

7. Restrictions and Obligations Imposed By the Comprehensive Permit

A. The Units are subject to the terms of a Comprehensive Permit issued by the Norfolk Zoning Board of Appeals as amended, recorded with the Norfolk County Registry District of the Land Court as Document # 1041324 (hereinafter "Comprehensive Permit").

B. The Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 33, Unit 36, Unit 40) are also subject to the following restrictions:

1. Without limiting the generality of the foregoing, the Affordable Units shall be subject, in perpetuity, to the resale provisions and affordability criteria as set forth in a Deed Rider that shall be attached to the Unit Deed for said Units.

2. The provisions of this section shall constitute a permanent restriction pursuant to G.L. c. 184 § 26 running in favor of the Town of Norfolk and encumbering the Affordable Units.

8. Combining Contiguous Units

Notwithstanding anything herein otherwise provided, if the Declarant develops any Building containing more than one (1) Unit, a Unit Owner who owns two or more contiguous Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may

thereafter be restored as separate Units in the same configuration as originally as here provided.

The Affordable Units cannot be combined with any contiguous Unit.

9. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit 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, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

10. Sale of Units

A Unit Owner may, subject to the restrictions of the Master Deed as amended and the Trust, assign, sell or otherwise transfer all of his interest in his Unit(s), Provided however, that the Owner(s) of the Affordable Units (Unit 3, Unit 6, Unit 10, Unit 14, Unit 19, Unit 22, Unit 27, Unit 30, Unit 33, Unit 36, Unit 40) shall not lease the Units and shall use and occupy the Units as his, her or their principal residence.

11. Percentage Interest

Each Phase 6 Unit shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Exhibit C attached hereto and made a part hereof. In addition, Exhibit D sets forth the Beneficial Interest of the Phase 1, Phase 2, and Phase 3 and Phase 4 and Phase 5 Units as such Beneficial Interests have been changed with the inclusion of the Phase 6 Units.

12. Confirmation of Reservation of Rights and Easements

Declarant confirms all Rights reserved in the Master Deed and Amendments, and reserves all of its interest, rights, and benefits of any granted easements located on the Site for itself and its successors and assigns. All servient parcels owned by Declarant and easements remain the property interest of the Declarant and survive the sale of all of the Units in the Phases and Future Phases or Sub Phases by the Declarant and are to be deemed by the Declarant fully transferable, running with the Land.

13. Master Deed

The provisions of said Master Deed, as amended, except as the context thereof clearly indicates, are hereby incorporated by reference into this Amendment as if they had been set forth herein and are hereby ratified and confirmed.

EXECUTED as an instrument under seal at Norfolk, Norfolk County, Massachusetts this ^{29th} day of April, 2010

BY: Norfolk Town Center LLC

Paul D. Borrelli

Paul D. Borrelli, member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this ^{29th} day of April, 2010 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were MADL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.

Doreen Larson

Notary Public

My commission expires:

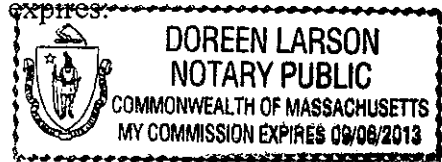


EXHIBIT A - DESCRIPTION OF THE LAND

Incorporated by reference into and made part of this Amendment of the Norfolk Town Center Condominium Master Deed is the Norfolk Town Center Condominium located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF THE LAND

Said parcel is shown as lots numbered 27 on a plan drawn by Coler & Colantonio Inc., Surveyors, dated January 18, 2004, as approved by the Land Court, filed in the Land Registration Office as No.37477G, a copy of a portion of which is filed in Norfolk Registry District with Certificate No.150889 to which plan reference is hereby made for a more particular description of Lot 27.

So much of said lot numbered 27 is included within the limits of the ways, approximately shown on said plan as crossing locus, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said lot numbered 27 is subject to the right of way, etc., as set forth in Document No.425761 and shown on said plan as Way (30.00 Wide).

Said lot numbered 27 is subject also to the Access and Utility Easements shown on said plan. Reference Land Court Document number 951785 and Land Court Document Number 1062042.

The above-described land is subject to the 11' Pedestrian and Utility Easements shown on said plan.

The above-described land is subject also to the M.B.T.A. Surface Easement shown on said plan.

The above-described land is subject to an Access Easement to the Water Treatment Plant Building.

The above-described land is subject to an Access Easement to the Town of Norfolk's water tower.

The above-described land is subject to a reservation of Paul D. Borrelli, as owner of Lots 25, 28, and 29 on the above referenced plan all of which lots are a portion of the land shown on Grantor's Certificate of Title No. 150889, his heirs, successors, or assigns, of a perpetual non exclusive right, and easement within the easement area hereinafter defined to enter, pass, and repass, and to use the land, above and below ground, for the

construction, inspection, maintenance, protection, repair, and upgrade of all pipes, tanks, equipment, structures and all other appurtenances only to the extent necessary for the Operation of the Wastewater Treatment Plan described in the Agreement of Easements and Restrictive Covenants recoded ah Norfolk County Registry District of the Land Court as Document #951785. This easement is subject to the rights and obligations enumerated in said Agreement of Easements and Restrictive Covenants.

Property Address: Meetinghouse Road, Norfolk, Massachusetts

The above described premises are subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 104132 and all easements and restrictions recorded in Document 150889 recorded with the Norfolk County Registry District of the Land Court.

For title see Document # 150889 recorded with the Norfolk County Registry District of the Land Court.

EXHIBIT B – DESCRIPTION OF THE BUILDINGS IN PHASE SIX

Incorporated by reference into and made part of the Master Deed of Norfolk Town Center Condominium, located at Meetinghouse Road, Norfolk, MA.

DESCRIPTION OF BUILDINGS IN PHASE SIX

There is one (1) individual building in Phase Six on the land described in Exhibit A to this Amendment. The building is described as follows:

Building 6

Unit 32

Unit 32 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 32 is located in the northernmost section of Building 6 adjacent to Unit 33. Unit 32 has a one-car garage that is accessed from the front of the building.

Unit 33

Unit 33 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 33 is located between Unit 32 and Unit 34. Unit 33 has a one-car garage that is accessed from the front of the building.

Unit 34

Unit 34 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 34 is located between Unit 33 and 35. Unit 34 has a one-car garage that is accessed from the front of the building.

Unit 35

Unit 35 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 35 is located between Unit 34 and 36. Unit 35 has a one-car garage that is accessed from the front of the building.

Unit 36

Unit 36 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 36 is located between Unit 35 and 37. Unit 36 has a one-car garage that is accessed from the front of the building.

Unit 37

Unit 41 is a town house style multi-level unit. It is located in Building 6. The townhouse is constructed upon a concrete foundation. The building is constructed primarily of wood. The exterior of the building has composite siding. The roof is covered in asphalt shingles. Unit 37 is located in the southernmost section of Building 6 adjacent to unit 36. Unit 37 has a one-car garage that is accessed from the front of the building.

EXHIBIT C – UNIT DESCRIPTION IN PHASE SIX

Description of the Units in Phase 6 of the Condominium, together with their respective percentage interest in the Condominium

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
32	6	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00	83 Meetinghouse Rd.
33	6	1977	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	1.00	85 Meetinghouse Rd.
34	6	2226	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00	87 Meetinghouse Rd.
35	6	2226	3BR, 2.5B, K, LR, DR, G, OB	3.00	89 Meetinghouse Rd.
36	6	1977	3BR, 1.5B, K, LR, DR, G, OB	1.00	91 Meetinghouse Rd.

37	6	2221	3BR, 2.5B, K, LR, DR, G, OB	3.00	93 Meetinghouse Rd.
			6 Rooms Total		

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT D – Percentage of Undivided Interest Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den; F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
1	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	17 Meetinghouse Rd.
2	1	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	19 Meetinghouse Rd.
3	1	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	7.75%	21 Meetinghouse Rd.
4	1	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	23 Meetinghouse Rd.
5	2	1962	2BR,2.5B,	7.75%	25 Meetinghouse

			K, LR, DR, D, G, OB 6 Rooms Total		Rd.
6	2	1977	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	75%	27 Meetinghouse Rd.
7	2	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	29 Meetinghouse Rd.
8	2	1841	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	31 Meetinghouse Rd.

K = Kitchen; LR = Living Room; BR = Bed Room; B= Bathroom; G = Garage; D=Den;
F= Foyer; DR-Dining Room; OB= Open Basement

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
9	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	33 Meetinghouse Rd.
10	3	2004	2BR,1.5B, K, LR, DR, D, G, OB	75%	35 Meetinghouse Rd.

			6 Rooms Total		
11	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	37 Meetinghouse Rd.
12	3	2190	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	39 Meetinghouse Rd.
13	3	2130	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	41 Meetinghouse Rd.
14	3	1600	2BR,1.5B, K, LR, DR, D, G, OB 6 Rooms Total	75%	43 Meetinghouse Rd.
15	3	1977	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	45 Meetinghouse Rd.
16	3	2192	2BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	2.25%	47 Meetinghouse Rd.

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas*	Street Address
17	4	2106	3BR,2.5B, K, LR, DR, D, G, OB 6 Rooms Total	3.00%	53 Meetinghouse Rd.
18	4	2004	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	55 Meetinghouse Rd.
19	4	2004	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.10%	57 Meetinghouse Rd.
20	4	2190	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	59 Meetinghouse Rd.
21	4	2130	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	61 Meetinghouse Rd.
22	4	1980	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.12%	63 Meetinghouse Rd.

23	4	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	65 Meetinghouse Rd.
24	4	2106	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	67 Meetinghouse Rd.
25	5	2221	3BR,2.5B, K, LR, DR, G, OB	3.00%	81 Meetinghouse Rd.
			6 Rooms Total		
26	5	1860	3BR,2.5B, K, LR, DR, G, OB	3.00%	79 Meetinghouse Rd.
			6 Rooms Total		
27	5	1977	3BR,1.5B, K, LR, DR, G, OB	1.12%	77 Meetinghouse Rd.
			6 Rooms Total		
28	5	2226	3BR,2.5B, K, LR, DR, G, OB	3.00%	75 Meetinghouse Rd.
			6 Rooms Total		

29	5	2226	3BR,2.5B, K, LR, DR, G, OB	3.00%	73 Meetinghouse Rd.
			6 Rooms Total		
30	5	1977	3BR,1.5B, K, LR, DR, G, OB	1.12%	71 Meetinghouse Rd.
			6 Rooms Total		
31	5	2221	3BR,2.5B, K, LR, DR, G, OB	3.00%	69 Meetinghouse Rd.
			6 Rooms Total 3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	83 Meetinghouse Rd.

Unit Designation	Building Location	Approximate Area of Unit in Square Feet	Number and Designation of Rooms	Percentage Of Unit Undivided Interest in Common Areas	Street Address
33	6	1977	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	1.0%	85 Meetinghouse Rd.
34	6	2226	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	87 Meetinghouse Rd.
35	6	2226	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	89 Meetinghouse Rd.
36	6	1977	3BR, 1.5B, K, LR, DR, G, OB 6 Rooms Total	1.0%	91 Meetinghouse Rd.
37	6	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	93 Meetinghouse Rd.
38	7	2221	3BR, 2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	95 Meetinghouse Rd.

39	7	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	97 Meetinghouse Rd.
40	7	1860	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	1.0%	99 Meetinghouse Rd.
41	7	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	101 Meetinghouse Rd.
42	8	2221	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	103 Meetinghouse Rd.
43	8	1977	3BR,2.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	105 Meetinghouse Rd.
44	8	2221	3BR,1.5B, K, LR, DR, G, OB 6 Rooms Total	3.00%	107 Meetinghouse Rd.

TOTAL 100%

Exclusive Use Areas Include Main Entrance, Porches, Balconies and Basements, if any, as shown on the Plans Recorded Herewith.

The total number of rooms does not include porches, decks, bathrooms, pantries, halls, corridors, foyers, closets, yards, crawl spaces, garage spaces, basement spaces, parking spaces, or stairs which are part of a Unit

***Subject to reduction, if, as, and when, future phases are added to the Condominium**

EXHIBIT E
ADDITIONAL RULES AND REGULATIONS OF
NORFOLK TOWN CENTER CONDOMINIUMS

Except as described herein, the Phase 6 Units and the Common Areas and Facilities of Phase 6 shall be subject to and have the benefit of all of the provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, and any amendments made thereto from time to time

These Rules and Regulations are intended to replace Exhibit E in the Master Deed October 13, 2006 and Recorded on November 6, 2006. In the Event of any conflict between this Exhibit E and the Master Deed and Amendments and/or the Master Trust, this Exhibit shall control. All provisions shall be retroactive to the date of the Master Deed.

1. Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit owner shall permit anything to be done, or kept in his unit, or in the common areas and facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any laws.

2. No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No Unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction if the same shall disturb or annoy other occupants of the building and in no case between the hours of ten o'clock P.M. and the following eight o'clock A.M.

3. Nothing shall be done in any Unit or in, on or to the common areas and facilities which will (i) impair the structural integrity of the building, (ii) structurally change the building, or (iii) change the exterior appearance of the building, except as may be permitted upon approval of the Trustees in accordance with the By-laws and pursuant to Section 8 of the Master Deed.

4. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

5. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees

6. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

8. The agents of the Trustees, and any contractor or workman authorized by the Trustees, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

9. No Unit Owner or occupant or any of his agents, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except paints, varnishes, paint thinners and the like, and such lighting and cleaning fluids as are customary for residential use.

10. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the Trustees.

11. Each Unit Owner shall be responsible for clearing snow from the sidewalk adjacent to the exclusive easement area of that Unit Owner as shown on the Site Plan filed with the Master Deed as well as the porch area of said Unit.

12. Any and all outside incendiary cooking devices shall be used at a minimum distance of eight feet from any building of the Condominium.

13. No exterior signs shall be permitted in common areas, except for real estate signs for the benefit of the Declarant

14. No boats, trailers, campers, buses, motor homes, unregistered vehicles, commercial trucks or vans or other commercial type of vehicles shall be

operated, stored, parked or maintained anywhere on the condominium property.
No vehicle shall be repaired or maintained on the Premises.

One customary household pet 100 pounds or 2 pets under 30 pounds each may be kept in any Unit pursuant to the restrictions and regulations provided however:

1. such pet is in compliance with all applicable governmental laws, ordinances, rules and regulations;
2. said pet does not create a nuisance as the Trustees may in their reasonable discretion determine
3. All pets must be leashed when outside the Unit
4. Unit Owners are responsible for cleaning up after their pets otherwise a fine of \$50 per violation shall be imposed by the Association for cleanup