

EASTON CROSSING CONDOMINIUM TRUST

DECLARATION OF TRUST

EXHIBIT A

RULES AND REGULATIONS

1. OCCUPANTS: Only authorized residents will be allowed to permanently occupy your unit. The Trustees must be notified in writing if guests of the household are expected to live in the unit for more than fourteen (14) consecutive days.
2. REPORT OF ACCIDENT/INJURY: Any personal injury occurring to residents or guests on premises or common areas must be reported to the Trustees immediately.
3. ILLEGAL USE OF THE PREMISES: Residents agree not to engage in or permit unlawful activities, including illegal drug related activities in the unit, common areas, grounds or anywhere else on property.
4. BUSINESS ESTABLISHMENT ON THE PREMISES: Residents shall not carry on any business whatsoever or display signs concerning any business on the premises.
5. NOISE: Good judgment and thoughtfulness for others must be observed in playing musical instruments, record players, radios, television sets, and in any and all activities, especially after 10:00 p.m. so as not to disturb others.
6. RESIDENT/GUEST RESPONSIBILITIES: Residents are responsible for the conduct of their guests at all times. Residents, *their family* and guests must comply with all rules and regulations. Grounds, Commons and Recreation areas, laundry rooms, and all other facilities are to be used solely at the risk of the person using them. Residents or their guests are not permitted to sleep in any of the common areas or on the grounds.
7. CHILD PLAY AREAS: Children are not permitted to play in the laundry rooms. Adult supervision is required throughout the Property.
8. LITTERING: Residents, family members, or their guests shall not litter the common areas or grounds of the buildings. No baby carriages, bicycles, or similar articles will be allowed in the front or rear of units or in common areas.

9. TRASH AND FOOD WASTES: All garbage, trash and food waste must be placed in a trash bag and disposed of in the designated dumpster. Do not overload dumpsters or leave trash on the ground. If they are full, please let Trustees know. Crush all cardboard boxes flat before placing in a dumpster.
10. FLAMMABLES/SAFETY: Resident shall not use or keep flammable materials in the units, nor use any method of heating or air conditioning other than supplied by the Trustees.
11. ELECTRIC LIGHT BULBS: When bulbs are needed, it will be necessary for you to purchase and install them. Do not exceed manufacturer's recommendations for maximum wattage.
12. ENERGY/UTILITY CONSERVATION: Residents and their guests shall not leave water running, nor waste or unreasonably use water or common area utilities. Washing of vehicles is not allowed.
13. KEYS: The cost for replacing unit door and mailbox keys is \$5.00 per key. Without Trustees' written consent, no lock may be changed or added to any door. The Trustees must retain a key for entry to each unit, for maintenance purposes and in case of emergency. The Unit Owner is responsible for replacing unit door lock and providing keys to the Trustees. The Trustees are not responsible to open doors in the event of a lockout or otherwise.
14. ATTACHMENTS of FIXTURES: Residents shall not attach or place any fixtures, signs or fences in or on the buildings or anywhere on premises, without the Trustees' written permission. Any such materials must be removed at the end of the lease. When hanging pictures please use "bull dog nails" or picture hooks. Please DO NOT use adhesive backed picture hangers.
15. VEHICLE INFORMATION: Parking is permitted for cars only. Recreational, commercial, or other vehicles are not permitted on the premises at any time without the Trustees written permission. Resident parking is in designated areas. Parking stickers will be issued for each resident. Washing of vehicles is not permitted. Tenants may not perform auto repairs on the Property. Cars on jacks will not be

permitted for any length of time. No unregistered or inoperable vehicles are permitted and will be subject to being towed at the owner's expense.

16. **SNOW REMOVAL:** Residents must cooperate with established snow removal procedures. The Trustees will provide plowing of the parking areas only. It is up to the resident to remove his/her car prior to plowing and we request removal of vehicles when plowing operations are in effect. Residents are responsible for shoveling out their own vehicles, and for clearing the front step.
17. **PET POLICY:** The pet policy for this property is described in the pet regulations and must be followed by all residents and guests. Please exercise mutual care and respect for other residents and your companion animals. If you have any questions regarding the pet policy, please contact the Trustees.
18. **SALES OR SOLICITING:** Solicitation and offering of items for sale is prohibited on the Property. This provision shall not prevent any resident from inviting any salesperson or person soliciting for any group as a guest to his/her unit.
19. **MOVE IN/MOVE OUT:** Moving in or out is only permitted from 9:00 AM to 5:30 PM.
20. **COMMONS AND RECREATIONAL FACILITIES:** These facilities are for the enjoyment of all residents and it is important that everyone respect each other's rights. The recreational rules and regulations are printed separately and must be followed at all times. Written indemnification is required prior to using any recreational facilities. The right to use the facilities may be revoked without advance notice.
21. **PEST CONTROL:** Prior to moving in, the Trustees will require an extermination certificate which provides evidence of treatment for common pests. If extermination is required during occupancy, you will be requested to comply with all necessary procedures. This is done for the benefit of all and failure to follow necessary procedures may result in a service charge to the resident.
22. **TELEPHONES:** Each unit is equipped with a telephone outlet. Residents may have a telephone installed at their own expense. Please report your phone number

as soon as it is known. All wiring must be professionally installed in a manner consistent with existing wiring.

23. **PROPER ATTIRE:** Proper attire is required in common areas at all times. Sleepwear is considered inappropriate attire in public areas of the property.
24. **LAUNDRY ROOMS:** No powdered detergent may be used at any time. Please use liquid detergent only. Laundry room hours are from 8:00 A.M to 10:00 P.M. Please do your laundry during this time only. Visitors and guests may not use the laundry rooms. Please do not overload the machines. Clothing left unattended may be removed after the cycle is completed (please respect the property of others in any such situation). If you have a problem with a machine, please call the laundry company directly at the number posted in the laundry room.
25. **WINDOWS:** When opening and closing windows, please be sure to secure them properly. It is your responsibility to make sure screens are tightly secured to not only protect the premises from inclement weather and pests, but also to conserve everyone's energy bills.
26. **DRAPES/CURTAINS:** Please be concerned with appearance. In order to maintain consistency and a pleasing appearance from the outdoors, all windows must have "white/off white" backed window accessories.
27. **HOLIDAY DECORATIONS:** "White lights only" in windows one will be permitted during the holiday season. Decorative pictures or fixtures are not permitted on doors. When removing holiday decorations for disposal, all trees must be removed off property as our dumpsters are not equipped to handle them. No decorations may be attached to the unit entry doors.
28. **SMOKING:** Smoking is not permitted in the Commons room, Fitness Center, or swimming pool area. When on the property, please dispose of all smoking materials properly (not on the ground).
29. **RANGE HOOD FANS:** All residents are responsible for replacing or cleaning the filters in the hood fans.

30. The Condominium Property is for residential purposes only. No Unit may be used, in whole or in part, for business purposes except for permitted accessory uses.
31. Each Unit Owner must maintain and repair his own Unit to keep it in good order; in accordance with the provisions of the Trust.
32. Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.
33. Each Unit Owner or Resident shall keep his Unit and decks in a good state of preservation and cleanliness.
34. Nothing shall be done in any unit or in, on or to the common areas and facilities which impair the structural integrity of the buildings or which would structurally change the buildings.
35. No clothes, clotheslines, 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 or facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
36. The common areas and facilities shall not be obstructed nor used for storage without the prior written consent of the Board of Trustees.
37. The common areas and facilities shall not be decorated or furnished by any Unit Owner or Resident in any manner without the prior written consent of the Board of Trustees.
38. In addition to all other prohibited signs, no real estate "For Sale" or "For Rent" or other signs may be placed on the common areas nor may any signs be visible from any unit. The use of the units, the common areas and facilities, the balconies and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and Residents kept in such areas and in the units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Residents, and neither the Trustees, the seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

39. Each Unit Owner or Resident assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
40. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.
41. Condominium Fees and related charges are due and payable the tenth day of each month. All Units with balances outstanding as of the fifteenth of each month will be charged a late fee. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
42. All Unit Owners are required to provide the condominium with the name, address and contact person of each mortgage holder for their unit. Failure to do so in a timely manner will result in the Trust securing the information from a "title search". The cost of completing said title search will be assessed against the Unit.
43. Pursuant to M.G.L. Chapter 183A and Article V, Section 5.12 and 5.13, the Trust may assess fines and attorneys' fees against unit owners for violations of the Master Deed, Trust and Rules and Regulations and these shall constitute a lien against the unit and be the personal liability of the unit owner.
44. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action, etc.
45. See attachments 1, 2 and 3 and Exhibit B attached hereto and made a part hereof.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 1

UNIT OWNER DATA FORM

1. UNIT OWNER(S): _____

(NOTE: Please list as they appear on the Unit Deed.)

2. UNIT OWNER(S) ADDRESS: _____

3. OWNER(S) MAILING ADDRESS: _____

4. UNIT OWNER PHONE NUMBER (DAYTIME): _____

5. UNIT OWNER PHONE NUMBER (EVENING): _____

6. MORTGAGEE(S): NAME: _____
ADDRESS: _____
LOAN NO: _____
PHONE NO: _____

7. OCCUPANT(S): NAME: _____
NAME: _____
NAME: _____

DAYTIME PHONE: _____

EVENING PHONE: _____

8. RESIDENT(S): NAME: _____
NAME: _____
NAME: _____

DAYTIME PHONE: _____

EVENING PHONE: _____

9. RESIDENT VEHICLE INFORMATION:
TYPE: _____ TYPE: _____
COLOR: _____ COLOR: _____
MODEL: _____ MODEL: _____
LICENSE PLATE NO: _____ LICENSE PLATE NO: _____

10. PERSON OR COMPANY RESPONSIBLE FOR MAINTENANCE OF UNIT (IF NOT UNIT OWNER):

Telephone: _____ Fax: _____ Email: _____

11. Owner is hereby informed that the company responsible for the maintenance of the common areas is:

Telephone: _____ Fax: _____ Email: _____

Original to be returned to _____
and Owner will receive copy back for their records.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 2

INSURANCE PROCEDURES

Master Policy : Easton Crossing Condominium Trust, as stated in Article V of the Declaration of Trust, maintains Master Policies of casualty and physical damage (if any) covering only common areas and facilities and certain fixtures within the units. Unit Owners are responsible for obtaining casualty and physical damage insurance for any items not covered by the master insurance policy and for the deductible.

A certificate of the coverage (if any) maintained on behalf of the Owners' Association can be secured by contacting the current Insurance Agent for the Condominium. When you call you should have the following information available in order to expedite your request:

- 1) Unit Owner's Name or New Buyer's Name
- 2) Number of Unit
- 3) Mortgagee name and complete mailing address
- 4) Loan or reference number

Home Owner Policy: It is the sole responsibility of each individual condominium unit owner to insure his/her own unit, personal effects/contents, personal liability, unit improvements to the extent not covered by the master insurance policy and coverage for the Association's deductible (usually \$5,000 - \$10,000 per unit/per claim for property damage).

All Unit Owners must purchase an insurance policy covering items not covered under the Master Insurance Policy and must require tenants to carry an HO-4 tenants policy. Your agent will need to know that a Master Policy does not provide coverage for damage to certain items within your unit and certain causes of loss are not covered by its Master Insurance Policy (e.g. earthquake and flood).

We strongly recommend the basic policy be endorsed to add HO32 coverage which extends perils insured against from a "named peril" basis to so called "all risk" coverage although some limitations still remain. This coverage will provide the Owner with coverage for the Association's deductible. Discuss particulars with your agent. Home Owners should also consider HO35 - Loss Assessment Coverage.

These comments are intended only as a guide for unit owners to assist them in developing a proper personal insurance program. We recommend to all unit owners to review their own personal insurance requirements with their insurance agent or advisor.

Liability: Liability insurance is the responsibility of Unit Owners and must be carried by each unit owner and tenants.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 3 SWIMMING POOL RULES

1. The swimming pool is for the sole use of the residents and occasional guests. All guests must be accompanied by a resident. Excessive use by guests may result in revocation of pool use privileges. Guests are allowed at the sole discretion of the Trustees. Pool passes must be shown upon signing in. There will be a \$3 replacement charge for lost passes. Guests will be charged a guest fee at the current rate.
2. No pool parties are allowed.
3. All persons using the pool do so at their own risk and sole responsibility as the Trustees does not assume responsibility for any accident or injury in connection with such use. Pool attendants may be provided, but only as a convenience, and are not liable for the safety of residents or guests. Pool attendants will not baby sit, nor clean up after residents or guests.
4. In consideration of the use of the pool as an added facility, residents and their guests make no claim against the Trustees for loss of life, limb, or property. Prior to using the pool each resident must sign an agreement specifying acknowledgment of such indemnification.
5. Depending on weather conditions, the pool will be open from 8:00 a.m. to 8:00 p.m. seven days a week, unless the Trustees determine otherwise. In addition, the pool may be closed at any time due to operational difficulties.
6. Children under 12 must be accompanied by an adult at all times.
7. Admission will be denied to anyone wearing bandages or with skin abrasions or communicable diseases. Children in diapers must wear rubber/plastic pants.

8. The use of mattresses and floats are not permitted. Water wings are permitted only as safety devices for small children. Strollers/carriages are not permitted in pool area.
9. Running, pushing, ball playing or other disturbances in or about the pool area are not allowed. No diving is allowed. Residents and guests must not disturb other residents or guests.
10. Anyone using the pool must take a cleansing bath or shower first.
11. No bottles, glass containers or food are to be brought into pool area.
12. No foreign objects (rocks, bottles, etc.) are to be thrown in the pool. Responsible parties will be held accountable for all damages to the pool equipment.
13. The Trustees reserve the right to refuse entry and or to deny pool privileges to anyone at its sole discretion for failure to abide by these rules and regulations. Failure to abide by Pool Attendants' requirements will result in immediate loss of pool privileges. Residents must also abide by all town, federal or state regulations in effect.

EASTON CROSSING CONDOMINIUM
EXHIBIT B

Unit Owner Maintenance Obligation

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 5.2 of the Declaration of Trust.

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, that the following obligations are the responsibility of each Unit Owner at the Condominium:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.
2. Unit Owners shall be responsible to:
 - (i) clean and dust the surfaces within a Unit on a regular basis;
 - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;

- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters prior to the end of the warranty period;
- (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or

(iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. In order to preserve the life of the septic system, no Unit Owner may install or utilize a garbage disposal and the Trustees have the right to access units to ensure compliance.

8. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

9. Any expenses or fines or attorneys' fees charged to a Unit Owner arising out of failure of the Unit Owner to fulfill its obligations hereunder shall constitute a lien against the unit and shall be a personal liability of the unit owner.



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**EASTON CROSSING CONDOMINIUM
SPECIAL AMENDMENT TO MASTER DEED**

KP Easton Crossing Condominiums LLC, a Massachusetts limited liability company with a principal place of business located at 14 Page Terrace, Stoughton, Massachusetts, 02072, being the successor Declarant of Easton Crossing Condominium created by Master Deed dated September 13, 2005 and recorded with the Bristol County North District Registry of Deeds ("Registry") in Book 15183, Page 192, as amended, (the "Master Deed") pursuant to Section 17(c) of said Master Deed in order to comply with the requirement of the Federal National Mortgage Association do hereby amend the Master Deed by adding a new Section 27 as follows:

27. New Fannie Mae Requirements. Notwithstanding anything to the contrary contained in this Master Deed, in order to comply with the legal requirements of the Federal National Mortgage Association, the following provisions shall control and prevail:

1. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
 - a. Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
 - 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 mortgagee or its assignee.

Stephen M. Morris, Esq.
Morris, Errico, Emmer & Brooks, PC
45 Braintree Hill Office Park, Suite 100
Braintree, MA 02104

RETURN TO

2. Amendments of a material adverse nature to mortgages must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages.
3. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.
4. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
5. Mortgagees and guarantors of the mortgage on any unit in a condominium project shall have the right to timely written notice of:
 - a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
 - c. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
 - d. Any proposed action that requires the consent of a specified percentage of mortgagees.
6. No provision of the condominium project. No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
7. Except as provided in Massachusetts General Laws Chapter 183A, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage

or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee.

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

Executed under seal this 27 day of October, 2008.

KP Easton Crossing Condominiums LLC
By: JWK Manager, Inc., Its Manager

By: John W. Keith
John W. Keith, Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 27 day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as, President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC.

Roberta L. Gallagher
Notary Public
My Commission Expires: June 25, 2010
Print Notary Public's Name: ROBERTA L. GALLAGHER
Qualified in the Commonwealth of Massachusetts

End of Document

EASTON CROSSING CONDOMINIUM

FIRST AMENDMENT TO MASTER DEED

REFERENCE IS HEREBY MADE to the Easton Crossing Condominium Master Deed dated September 13, 2005, and recorded on September 14, 2005, with the Bristol County Northern District Registry of Deeds ("Registry") in Book 15183, Page 192 (the "Master Deed").

WHEREAS, the Declarant is desirous of amending the Master Deed to describe the land that will be the subject of "Phase 2" of the Condominium, as described in Section 13 of the Master Deed ("Rights Reserved to Declarant").

WHEREAS, the Declarant is also desirous of amending the Master Deed to correct an inaccurate boundary call set forth in Schedule A ("Legal Description of the Land") attached to the Master Deed.

NOW, THEREFORE, the Declarant does hereby in accordance with Section 17 of the Master Deed ("Amendments of Master Deed") amend the Master Deed as follows:

1. The seventh call of the legal description set forth in Schedule A ("Legal Description of the Land") attached to the Master Deed, which seventh call reads "N17-03-05, 356.24 feet; thence", shall be revised so that it reads: "N17-03-50, 356.24 feet; thence".

Except as specifically modified and amended by this First Amendment to Master Deed, all of the terms and provisions of the Master Deed shall remain in full force and effect.

EXECUTED UNDER SEAL this 9 day of October 2008.

DECLARANT: Easton Crossing, LLC

By: Yule Development Co. Inc.,
its Manager

By: *Christopher Yule*
Christopher Yule, President and
Treasurer



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COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 8th day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____
Qualified in the Commonwealth of Massachusetts

 **DAVID H. ABBOTT**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 8, 2013

COLLATERAL ASSIGNMENT

Reference is made to the Master Deed (the "Master Deed") dated September 15, 2005, recorded at the Bristol County North District Registry of Deeds in Book 15183, Page 192, as amended by First Amendment to Master Deed dated as of October 9, 2008 and recorded herewith (the "Master Deed") creating the Easton Crossing Condominium, as amended (the "Condominium").

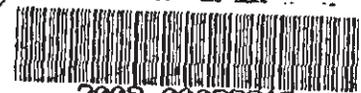
Reference is made also to a Deed and Assignment of Declarant's Rights of Easton Crossing, LLC, a Massachusetts limited liability company with a principal place of business at 942 Beacon Street, Newton Centre, Massachusetts 02459 (the "Declarant") to KP Easton Crossing Condominiums LLC (the "Grantee") dated October 9, 2008, recorded herewith, conveying certain units in the Condominium to KP Easton Crossing Condominiums LLC (the units conveyed by said deed being hereinafter referred to as the "Units"), and to two mortgages (the "Mortgages") from the Grantee to South Shore Savings Bank, having its principal place of business at 1530 Main Street, South Weymouth, Massachusetts 02190 (the "Bank"), both of which are dated October 9, 2008 and are recorded herewith, mortgaging the Units to the Bank.

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the payment of the obligations secured by the Mortgages, the Declarant and Grantee hereby assign to the Bank, with respect to the Units and each of them, all of the Declarant's rights under or with respect to Section 12.M of the Master Deed and any other provision of the Master Deed, the declaration of trust creating the organization of unit owners of the Condominium, the by-laws of the organization of unit owners of the Condominium or any other document creating, governing or regulating the Condominium or relating to the units therein or any of them, granting rights to the Declarant of the nature granted or purported to be granted by Section 12.M of the Master Deed (Section 12.M of the Master Deed and any such other provisions being hereinafter referred to as the "Brokerage Provision"), and the parties hereby agree that the Brokerage Provision shall not be applicable in whole or part to any sale, conveyance, transfer or other disposition of the Units or any of them occurring in connection with or subsequent to the exercise of the rights of the Bank under the Mortgages or either of them, whether by way of foreclosure, deed-in-lieu or otherwise.

The Declarant and Grantee warrant and represent to the Bank that neither has made no other assignment, transfer or disposition of all or any of its rights under or with respect to the Brokerage Provision and that each has the right, power and authority to assign said rights to the Bank and to enter into the within agreement.

This instrument shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(signature page to follow)



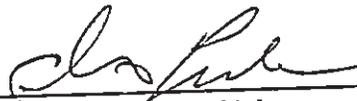
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Executed under seal this 9 day of October, 2008.

EASTON CROSSING, LLC

By: Yule Development Co., Inc.
Its Manager

By: 
Name: Christopher C. Yule
Title: President

KP EASTON CROSSING CONDOMINIUMS LLC

By: JWK MANAGER INC.
Its: Manager

By: _____
John W. Keith
Its President and Treasurer

SOUTH SHORE SAVINGS BANK

By: _____
Thomas Gillen, Vice President

Executed under seal this 9th day of October, 2008.

EASTON CROSSING, LLC

By: Yule Development Co., Inc.
Its Manager

By: _____
Name: Christopher C. Yule
Title: President

KP EASTON CROSSING CONDOMINIUMS LLC

By: JWK MANAGER INC.
Its: Manager

By: John W. Keith
John W. Keith
Its President and Treasurer

SOUTH SHORE SAVINGS BANK

By: Thomas Gillen
Thomas Gillen, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 8th day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, as President of Yule Development Co., Inc., as Manager of Easton Crossing, LLC, proved to me through satisfactory evidence of identification, which was known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Laura A. Cadogan
Notary Public

My Commission Expires: 11/05/10



LAURA A. CADOGAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 5, 2010

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, as President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared Thomas Gillen, as Vice President of South Shore Savings Bank, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, as President of Yule Development Co., Inc., as Manager of Easton Crossing, LLC, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 9th day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, as President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC, proved to me through satisfactory evidence of identification, which was a mess. Dennis Nurse, 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.

Chryp

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS



CHRISTOPHER J. CURRIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 23, 2015

Suffolk, ss.

On this 9th day of October, 2008, before me, the undersigned notary public, personally appeared Thomas Gillen, as Vice President of South Shore Savings Bank, proved to me through satisfactory evidence of identification, which was a mess. Dennis Nurse, 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.

Chryp

Notary Public
My Commission Expires:



CHRISTOPHER J. CURRIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 23, 2015