

AMENDMENT TO CONSERVATION RESTRICTION

TO

CINNAMON RIDGE OPEN SPACE RESIDENTIAL DEVELOPMENT

TURNPIKE STREET, EASTON, BRISTOL COUNTY, MA

I. Grantor Clause:

Stonebridge Land Holding Corp., a Massachusetts corporation, having an address at 306 East Main Street, Norton, Massachusetts 02766 ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws, with the consent of the Easton Conservation Commission, the Board of Selectmen of the Town of Easton and the Massachusetts Secretary of Environmental Affairs hereby amends the Conservation Restriction to the Town of Easton acting by and through its Conservation Commission, dated 7/17/01 and recorded with the Bristol County (N.D.) Registry of Deeds in Book 9682 Page 165 (hereinafter, the "Conservation Restriction") as follows:

Section III.B. ("Exceptions to Otherwise Prohibited Acts and Uses") of the Conservation Restriction is amended to add the following Clauses (v) - (vii) after Clauses (i) - (iv) thereof:

- (v) Construction, maintenance and repair of the detention basins shown on the plan of land entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 20, 2000, as revised through February 9, 2001, and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396 Pages 49-59 (hereinafter, the "Plan") as "Proposed Access & Drainage Easement" and access over said area for the aforementioned purposes.
- (vi) Placing accumulated snow from storms thereon.

II. Ratification and Confirmation:

In all other respects the Conservation Restriction is ratified and confirmed.

III. Recordation:

The Grantor shall record this instrument in timely fashion in the Bristol County (N.D.) Registry of Deeds.

Executed under seal this 10th day of May, 2005.

STONEBRIDGE LAND HOLDING CORP.

By: Muhammad M. Itani P.d.T.
Muhammad M. Itani, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 10th day of May, 2005, before me, the undersigned notary public, personally appeared Muhammad M. Itani, President and Treasurer as aforesaid, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Stonebridge Land Holding Corp.

Thomas John Filipek
Thomas John Filipek - Notary Public
My commission expires: May 21, 2010

Acceptance of Grant by Easton Conservation Commission

The above Amendment to Conservation Restriction is accepted this 31st day of MAY, 2005 by vote of the Commission on the 31st day of MAY, 2005.

Richard G. Sites
Barbara E. Grant
Catherine E. Grant
Richard A. Spink

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 31st day of May, 2005, before me, the undersigned notary public, personally appeared Michael G. Sites, proved to me through satisfactory evidence of identification, which was his/her Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Easton Conservation Commission.

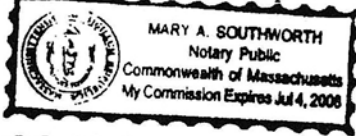


JANICE L. FOWLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 26, 2007

Janice L. Fowler
Janice L. Fowler - Notary Public
My commission expires: January 26, 2007

Approval by Board of Selectmen

We, the undersigned, being a majority of the Board of Selectmen of the Town of Easton, Massachusetts, hereby certify that at a meeting duly held on October 17, 2005, the Board voted to approve the foregoing Amendment to Conservation Restriction to the Town of Easton Conservation Commission pursuant to M.G.L. Ch. 184, §32 and Ch. 40, §8C.



[Handwritten signatures]
Charles P. King

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 17th day of October, 2005, before me, the undersigned notary public, personally appeared Cullen Cixona, John Haedrick - Irwin Cullen Cullen last, member(s) of the Board of Selectmen of the Town of Easton proved to me through Charles King satisfactory evidence of identification, which was personally known to me, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Mary Southworth
- Notary Public
My commission expires: July 4, 2008

Approval by Secretary of Environmental Affairs
Commonwealth of Massachusetts

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Amendment to Conservation Restriction to the Town of Easton Conservation Commission has been approved in the public interest pursuant to M.G.L. Ch. 184, §32.

Date: Oct 3, 2006

[Handwritten signature]
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 2nd day of October, 2008, before me, the undersigned notary public, personally appeared Robert W. Collidge, Jr., proved to me through satisfactory evidence of identification, which was his/her Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Neale Sean
- Notary Public
My commission expires: 12/15/2011

10/30/01

COMMON DRIVEWAY AND UTILITY EASEMENT

DECLARATION made this 30th day of October, 2001 by Stonebridge Land Holding Corp. (hereinafter "the GRANTOR").

WHEREAS, the GRANTOR owns and hold in fee simple the record title to certain real property situated on Turnpike Street in Easton, Bristol County, Massachusetts, known as and sometimes referred to as "Cinnamon Ridge," being the premises described in a deed from Muhammad M. Itani, Trustee of Stonebridge Land Development Trust, dated May 22, 2001, to the GRANTOR recorded with the Bristol County (N.D.) Registry of Deeds in Book 9454, Page 2, which premises include Parcels A and B and private ways designated as "Nutmeg Lane", "Sage Lane" and "Ginger Way" (hereinafter collectively "the Private Ways") all as shown on a certain cluster development definitive subdivision plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as revised through February 9, 2001, and recorded with said Registry of Deeds in Plan Book 396 Pages 49-59, as the same has been modified by a plan entitled "Private Lane Minor Modification Cinnamon Ridge Estates in Easton Massachusetts" dated October 10, 2001 and recorded with Bristol County (N.D.) Registry of Deeds in Book 401 Pages 15-16 to which reference may be made for a more particular description of each designated parcel thereon (collectively hereinafter referred to as "the Plan"); and

WHEREAS, Cinnamon Ridge is to be developed in accordance with the Plan as a Residential Cluster Development pursuant to the applicable provisions of By-laws of the Town of Easton now in force and in accordance with the provision of a Special Permit (hereinafter referred to as the "Special Permit") dated March 9, 2001, and granted by the Planning Board of the Town of Easton, in its Case No. 00-06, and a Special Permit (hereinafter referred to as the Common Driveways Special Permit) dated March 9, 2001, and granted by the Planning Board of the Town of Easton, in its Case No. 01-02; and

WHEREAS, the GRANTOR may construct or cause to be constructed in one or more of four separate areas designated on the Plan as "Proposed Common Drive & Utility Easement" common driveways and may install or cause to be installed thereon, or thereunder, the following utility lines or other services as needed or required: water, electric power, telephone, gas, drainage, and sewage disposal;

NOW, THEREFORE, the GRANTOR for itself, its successors in interest and assigns, declares as follows:

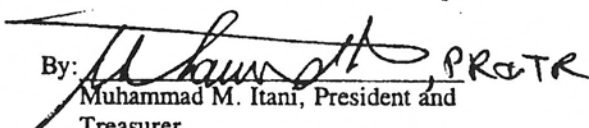
1. Wherever the Grantor constructs or allows construction of a common drive within an area designated on the Plan as "Proposed Common Drive & Utility Easement", neither the Town of Easton nor the Cinnamon Ridge Homeowners Association shall have any obligations with respect to maintenance or repair of said common drives or with respect to maintenance or repair of any utility lines installed within said "Proposed Common Drive & Utility Easement" area. All obligations of maintenance or repair of said common drives, or of any utility lines installed thereon, or thereunder, shall be the sole responsibility of the owners of the lots

which share said common drive. Where constructed, the Grantor shall grant to the owners of the lots which share such common drives an easement to pass and re-pass over said common drives and, additionally, a right of access to inspect, maintain and repair any utility lines installed thereon or thereunder, provided that all damages caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise.

2. This Covenant shall run with the land and be binding upon the Grantor's assigns and successors in the title to the land shown on said plan.
3. Reference to this Covenant shall be entered upon said plan and this Covenant shall be recorded in the Bristol County Northern District Registry of Deeds, with a copy thereof filed with the Easton Planning and Zoning Board and Building Department within _____ days after the recording of the definitive subdivision plan at said Registry of Deeds.

Signed and sealed this 30th day of October, 2001.

Stonebridge Land Holding Corp.

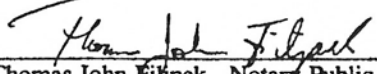
By:  PR & TR
Muhammad M. Itani, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

October 30, 2001

Then personally appeared the above named Muhammad Itani, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Stonebridge Land Holding Corp., before me


Thomas John Filipek - Notary Public
My commission expires: May 22, 2003

CONSERVATION RESTRICTION

TO

CINNAMON RIDGE OPEN SPACE RESIDENTIAL DEVELOPMENT

TURNPIKE STREET, EASTON, BRISTOL COUNTY, MA

I. Grantor Clause:

Stonebridge Land Holding Corp., a Massachusetts corporation, having an address at 306 East Main Street, Norton, Massachusetts 02766 ("Grantor"), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws, hereby grants a Conservation Restriction to the Town of Easton acting by and through its Conservation Commission, a Municipal Corporation with its principal offices at Town Hall, 136 Elm Street, Easton, Massachusetts 02356, and its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located in the Town of Easton, Massachusetts, constituting approximately 10.65 total acres, said parcels being described as follows:

The area shown as Parcels A and B on a plan of land entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 20, 2000, as revised through February 9, 2001, and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396 Pages 49-59.

For Grantors' title see Bristol County (N.D.) Registry of Deeds Book 9454, Page 2.

II. Purposes:

The Premises, comprised of approximately 10.65 acres of land (and/or water) contain unusual, unique or outstanding qualities the protection of which in their predominantly natural or open condition will be of benefit to the public.

The property contains open space land preserved from future development in order to maintain a more economical and efficient use of the entire parcel while preserving open space, land for recreation, conservation and possible agricultural uses. This area provides ample protection for existing wetlands, natural resources and wildlife. The preservation of this land was part of the Open Space Residential Development process followed by Applicants John Zappala and Ron Medeiros in accordance with the Easton Zoning By-law, Section 7-15 and 12-7 to allow an Open Space Residential Development. A copy of the special permit issued by the Town of Easton Zoning and Planning Board, on the 9th day of March, 2001 was recorded pursuant to Massachusetts General Laws Chapter 40A at the Bristol County Northern District Registry of Deeds on the 27th day of June, 2001 at Book 9558, Page 12.

III. Prohibited Acts and Uses, Exceptions Thereto, and Permitted Uses:

- A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the following acts and uses are prohibited on the Premises:
- (i) Constructing or placing of any sewage disposal area or water supply well;
 - (ii) Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line other temporary or permanent structure or facility on or above or below the premises;
 - (iii) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
 - (iv) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
 - (v) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
 - (vi) The subdivision of the Premises;
 - (vii) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or wildlife habitat;
 - (viii) Any other use of the Premises or activity which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.
- B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in subparagraph A are permitted but only if such acts or uses do not materially impair significant conservation interests.
- (i) The placing of fences that do not interfere with the conservation purpose of this restriction.
 - (ii) Subject to approval of grantee, selective cutting of trees for fire protection, unpaved trail maintenance, tick control, or otherwise to preserve the present condition of the Premises.

- (iii) Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the conservation restriction and to educate the public about the conservation values protected and any limitation relating to public access.
- (iv) Use of the property by members of the Cinnamon Ridge Homeowner's Association for passive outdoor recreational uses (such as walking or hiking), park purposes (except in Parcel A, which shall remain as a natural buffer to Parcels C, D, E, F and G), or outdoor education.

IV. Legal Remedies of the Grant

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.

B. Grantee's Disclaimer of Liability

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises.

C. Severability Clause

If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. Non-Waiver

Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

V. Access:

The Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises except there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith.

VI. Extinguishment

- A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.
- B. Condemnation

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, the proceeds of any award made incident to such a taking shall belong exclusively to the Grantor; Grantee shall execute such instruments as Grantor may request to vest the right to receive all such awards. Grantor shall be responsible for all cost and expense in pursuing such proceeds and the preparation, execution and recording of all such instruments.

VII. Assignability

- A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantors holding any interest in the Premises.

- B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantors on behalf of themselves and their successors and assigns appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

- C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

- (i) as a condition of any assignment, the Grantee requires that the purpose of this Conservation Restriction continue to be carried out, and
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly.

(iii) The grantee complies with the provision required by Article 97 of the Amendments to the State Constitution.

VIII. Subsequent Transfers

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Premises, including a leasehold interest.

IX. Estoppel Certificates

Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. Effective Date

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded, or if registered land, it has been registered.

XI. Miscellaneous

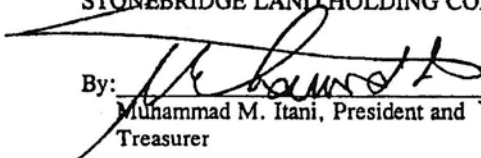
Approval of this Conservation restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

XII. Recordation:

The Grantor shall record this instrument in timely fashion in the Bristol County (N.D.) Registry of Deeds.

Executed under seal this 17th day of July, 2001.

STONEBRIDGE LAND HOLDING CORP. .

By:  P. & Tr.
Muhammad M. Itani, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Reynolds, ss.

July 18, 2001

Then personally appeared the above named Muhammad Itani, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Stonebridge Land Holding Corp., before me

Marsha Carey
- Notary Public
My commission expires: Sept. 1, 2006

Acceptance of Grant by Easton Conservation Commission

The above Conservation Restriction is accepted this 23rd day of July, 2001 by vote of the Commission on the 27th day of July, 2001.

[Signature]
Brian R. Swick
John C. Grant
Ray C. Spurr

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

, 2001

Then personally appeared the above named Michael G. Sites, and acknowledged the foregoing instrument to be his free act and deed on behalf of the Easton Conservation Commission, before me

Jamie L. Fowler
- Notary Public
My commission expires: January 26, 2007

Approval by Board of Selectmen

We, the undersigned, being a majority of the Board of Selectmen of the Town of Easton, Massachusetts, hereby certify that at a meeting duly held on July 30 2001, the Board voted to approve the foregoing Conservation Restriction to the Town of Easton Conservation Commission pursuant to M.G.L. Ch. 184, §32 and Ch. 40, §8C.

[Signature]
Patricia Webster
[Signature]
[Signature]

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. July 30, 2001

Then personally appeared the above named members of the Board of Selectmen of the Town of Easton, and acknowledged the foregoing instrument to be their free act and deed, before me

[Signature]
- Notary Public
My commission expires: April 17, 2003

Approval by Secretary of Environmental Affairs
Commonwealth of Massachusetts

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Easton Conservation Commission has been approved in the public interest pursuant to M.G.L. Ch. 184, §32.

Date: 8/6/01

Bob Duane
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Aug 6, 2001

Then personally appeared the above named Bob Duane, and acknowledged the foregoing instrument to be his free act and deed, before me

Nicole Sicard
- Notary Public

My commission expires:

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

6/12/20

Declaration of Easements and Restrictions

DECLARATION made this 30th day of October, 2001 by Stonebridge Land Holding Corp. (hereinafter "the GRANTOR").

WHEREAS, the GRANTOR owns and hold in fee simple the record title to certain real property situated on Turnpike Street in Easton, Bristol County, Massachusetts, known as and sometimes referred to as "Cinnamon Ridge," being the premises described in a deed from Muhammad M. Itani, Trustee of Stonebridge Land Development Trust, dated May 22, 2001, to the GRANTOR recorded with the Bristol County (N.D.) Registry of Deeds in Book 9454, Page 2, which premises include Parcels A and B and private ways designated as "Nutmeg Lane", "Sage Lane" and "Ginger Way" (hereinafter collectively "the Private Ways") all as shown on a certain cluster development definitive subdivision plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as revised through February 9, 2001, and recorded with said Registry of Deeds in Plan Book 396 Pages 49-59, as the same has been modified by a plan entitled "Private Lane Minor Modification Cinnamon Ridge Estates in Easton Massachusetts" dated October 10, 2001 and recorded with said Registry of Deeds in Plan Book 401 Pages 15-16, to which reference may be made for a more particular description of each designated parcel thereon (collectively hereinafter referred to as "the Plan"); and

WHEREAS, Cinnamon Ridge is to be developed in accordance with the Plan as a Residential Cluster Development pursuant to the applicable provisions of By-laws of the Town of Easton now in force and in accordance with the provision of a Special Permit (hereinafter referred to as the "Special Permit") dated March 9, 2001, and granted by the Planning Board of the Town of Easton, in its Case No. 00-06, and a Special Permit (hereinafter referred to as the Common Driveways Special Permit) dated March 9, 2001, and granted by the Planning Board of the Town of Easton, in its Case No. 01-02; and

WHEREAS, the GRANTOR will construct or cause to be constructed in or within Parcels A and B and the Private Ways on the Plan certain facilities for the common use and enjoyment of the owners of record from time to time of title in fee simple and shown as Lots 1 through 21 on the Plan (hereinafter collectively "the Owners" and singularly an "Owner"), driveways, and walks which will provide access to and egress from Cinnamon Circle and Turnpike Street, and will install or cause to be installed thereon the following utility lines or other services to Cinnamon Circle and Turnpike Street as needed or required: water, electric power, telephone, gas, drainage, and sewage disposal:

NOW, THEREFORE, the GRANTORS for themselves, their successors in interest and assigns, declare as follows:

- 1. Except as expressly provided herein, the easements, licenses, rights and privileges established, created and granted by this instrument shall be for the benefit of, and restricted solely to, the Owners, or and of them, their immediate families, their tenants and the immediate families of such tenants and their guests, who are residents in occupancy of dwellings on all or any of said Lots, for the duration of a their tenancies, but the same is not intended nor shall it be construed as



creating any rights in or for the benefit of the general public or any rights in or to any portion of not specifically set forth herein.

2. The GRANTOR will install or cause to be installed any utilities lines, natural gas and other types of pipes, wire, conducts and drainage lines reasonably necessary therefor.

3. The GRANTOR does hereby establish and create for the benefit of the Owners and shall give, grant, and convey to each of them the following non-exclusive easements, licenses, rights, and privileges subject to the obligation of each of the owners to pay a proportionate share of the cost of the maintenance and repair thereof as hereinafter set forth:

(a) The right and easement, in common with others entitled thereto, in, to, upon, over and under the Private Ways on the Plan to use the same for all purposes for which private ways are now or hereafter may be commonly used in the Town of Easton, including without limitation the transportation of construction materials, and the right to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may from time to time be located on said way, provided that all damages caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise; and

(b) The right and easement to use in common with others entitled thereto Parcels A and B on the Plan as open space for recreational uses in accordance with a Conservation Restriction dated July 17, 2001 and recorded with Bristol County (N.D.) Registry of Deeds in Book 9682 Page 165, the provisions of the Cinnamon Ridge Homeowners Association Trust of even date and recorded herewith and any rules and regulations promulgated by the Trustees of said trust, or their successors and assigns.

4. The GRANTOR does hereby covenant that it or its successors and assigns shall maintain (including but not limited to the removal of ice and snow) and repair or cause to be maintained and repaired those portions of the Private Ways which are subject to easements, licenses, rights and privileges described in this Declaration, subject to the obligation of the Owners to pay the Owners' proportionate share of the cost of the maintenance and repair thereof as hereinafter set forth.

5. In the event of a taking under the power of eminent domain of all or any part of Parcels A or B or the Private Ways, that portion of the award attributable to the value of any land within such land and fixtures so taken shall be payable only to the Owners, and no claim thereon shall be made by the GRANTOR, except for portions thereof which it or its successors or assigns holds in fee; provided, however, Owners may file collateral claims with the condemning authority, over and above the value of the land so taken, to the extent of any damage suffered by Owners resulting from the loss of easements, licenses and rights and privileges so taken; and provided further, that the Owners shall promptly repair and restore the remaining portion of any land so taken as nearly as practicable to the condition it was in immediately prior to such taking, but if the proceeds of such award are insufficient to pay the costs of such restoration and repair, the Owners shall contribute the net awards, if any, received by them, to the extent necessary to make

up such deficiency. The easements, licenses, rights and privileges on or affecting the land on the Private Ways which are the subject of the taking shall remain in full force and effect on the remaining portion of the Private Ways as repaired and restored.

6. Lots 1 through 21 shown on the Plan (hereinafter sometimes referred to collectively as "the Lots") are and each of them is hereby declared subject to the following Restrictive Provisions which shall remain in force until October 30, 2031, unless extended;

(a) No buildings or other structures of any kind shall be erected, placed or allowed to stand on any of the lots except one dwelling unit, designed as a residence for one family, together with accessory buildings and structures normally appurtenant to such a dwelling situated in other residential neighborhoods in said Town of Easton.

(b) No dwelling unit shall be used for any other purpose than as a dwelling for one family. No business activities of any nature shall be conducted upon any of the Lots, and no advertising signs shall be displayed thereon, except such signs as may be installed by the GRANTOR or its agents. No loam, sand, or gravel, except that resulting from landscaping or from construction permitted under this and the following paragraph, shall be removed from any of the Lots.

(c) Except for suitable fences around the perimeter of each of the Lots, no buildings, clothes-drying facilities or other structures of any kind or exterior additions or alterations thereto nor driveways shall be erected, placed or allowed to stand upon any of the Lots, and no changes in materials or color shall be made to the exterior of any structure until the description, plans, specifications and locations thereof shall have been approved in writing by the GRANTOR. No Owner shall be responsible under this paragraph except for such Owner's acts and defaults while an Owner, nor shall be required to remove or alter, because of violation of this paragraph any buildings, or other prohibited structures or driveways erected prior to such Owner's ownership; and any buildings or other structure or additions thereto, or driveways, completed for more than six (6) months shall be deemed to comply with this restriction unless suit for enforcement of this restriction has theretofore been commenced and notice thereof recorded appropriately to affect the record title to the subject land. The provisions of this subparagraph 7(c) shall not be deemed to give any other Owner any right to approve the size, plans, specifications and/or locations of any buildings, fences, clothes-drying facilities, or other structures of any kind or additions thereto or driveways erected, placed or allowed to stand upon the remaining land, or any right to enforce any restriction imposed thereon, or to require that any such restriction be imposed on such remaining land for the benefit of any Owner.

(d) Plans and specifications showing the location and the exterior design and material for any proposed structure shall be submitted to the GRANTOR for review and approval, which approval shall be in the sole discretion of the GRANTOR, the GRANTOR shall respond to a written request from an Owner for approval of such a proposed improvement within thirty (30) days after receipt of such a request accompanied by plans showing such improvement. Failure of the GRANTOR to take action on any such request

(l) Each Owner shall keep such Owner's dwelling unit in a good state of repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, decks or balconies thereof, any dirt or other substance.

(m) As used in these Restrictive Provisions, the term "the GRANTOR" means the Grantor and its successors or assigns, or such person or approval committee as may from time to time be designated by the GRANTOR, its successors or assigns, each such designation to be written instrument recorded with Bristol County (N.D.) Registry of Deeds.

(n) The provisions of the foregoing subparagraphs 6 (a) through (m), inclusive, of these Restrictive Provisions shall be enforceable only by the GRANTOR and may be waived or released in writing only by the GRANTOR. The Special Permit shall be enforceable by the Planning Board of the Town of Easton.

(o) Any request by the GRANTOR hereunder shall be deemed duly made when mailed by certified mail, postage and certification charges prepaid, addressed to an Owner as set forth in the records of the Assessors of said Town of Easton, at the address or addresses of such Owners set forth in such records.

7. Certain portions of Lots 4, 5, 6, 7, 8, 15, 16, 17, 18 and 19 shown on the Plan are subject to access, utility and natural gas easements in the areas so designated on the Plan. Expenses for the maintenance (including but not limited to snow and ice removal), repair, improvements and replacement of drives and roadways and related facilities within said easement areas shall be born exclusively by the title holders of the lots which constitute the dominant and servient estates of each said easement with each such lot sharing equally in said expenses. The Cinnamon Ridge Homeowners Association Trust shall not be responsible for any such expenses.

8. (a) Each Owner shall be entitled to an undivided one twenty-first (1/21st) beneficial interest in Parcels A and B (Open Space) and the Private Ways as shown on the Plan which are to be held by the Trustees of the Cinnamon Ridge Association Trust dated October 30, 2001 and recorded herewith subject to the right of the GRANTOR to increase such beneficial interest in the event that less than twenty-one (21) dwelling units are constructed. Any such increase shall be conclusively evidenced by a certificate duly executed by the GRANTOR and recorded with the Bristol County (N.D.) Registry of Deeds. Said Parcels A and B shall remain in undivided beneficial ownership, and no Owner or any other person shall bring any action for partition or division of any part thereof except upon amendment as provided herein.

(b) Expenses for the maintenance, repair, improvement and replacement relative to Parcels A and B and the Private Ways shall be charged to the Owners and shall be assessed and collected in the manner set forth in said Cinnamon Ridge Homeowners Association Trust.

(c) Each Owner shall be personally liable for all sums assessed for his or her share of such expenses.

(d) An Owner's share of such expenses shall constitute a lien upon his or her land in Cinnamon Ridge. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record.

(e) A certificate from the GRANTOR indicating that such common expenses have been paid shall discharge such lien upon recording in the Bristol County (N.D.) Registry of Deeds.

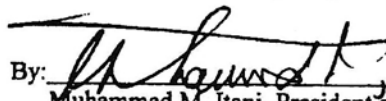
9. The GRANTOR reserves the right to impose additional restrictions upon all of the Lots, not inconsistent with those contained herein, which restrictions shall not affect any portion of any of the Lots conveyed to an Owner prior to the date of recording of such restrictions with the Bristol County (N.D.) Registry of Deeds.

10. Except as otherwise limited, the easements, covenants, restrictions, benefits, and obligations hereunder shall be perpetual and run with the land. This Declaration shall create privity of contract and estate with and among each and every Owner of the Lots or any part of the Lots, their heirs, executors, administrators, successors or assigns.

11. Provision of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the GRANTOR, and of all mortgagees under any first mortgage covering all or any part of the Lots, by declaration in writing, executed and acknowledged by all Owners and first mortgagees duly recorded with Bristol County (N.D.) Registry of Deeds, and this Declaration may not otherwise be abrogated, modified, rescinded or amended in whole or in part.

WITNESS the execution hereof under seal as of the day and year first above written.

Stonebridge Land Holding Corp.

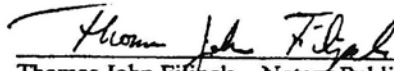
By:  PR & Tr.
Muhammad M. Itani, President and
Treasurer

Commonwealth of Massachusetts

Bristol, ss.

October 30, 2001

Then personally appeared the above named Muhammad M. Itani, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Stonebridge Land Holding Corp., before me


Thomas John Filipek - Notary Public
My Commission Expires: May 22, 2003

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DECLARATION OF TRUST ESTABLISHING THE CINNAMON RIDGE HOMEOWNERS ASSOCIATION TRUST

AGREEMENT AND DECLARATION OF TRUST made this 30th day of October, 2001, by Bisher Hashem and Muhammad Itani, both of Easton, Massachusetts (hereinafter jointly with their successors in trust referred to as the "TRUSTEES").

Witnesseth:

1. **Name of Trust.** The name of this trust shall be the CINNAMON RIDGE HOMEOWNERS ASSOCIATION TRUST.

2. **Purpose of Trust.** The purpose of this Trust is to provide for the preservation and maintenance for the common enjoyment and benefit of the OWNERS (as hereinafter defined) of the recreational facilities, wetlands, ways, open areas, and the area shown as Parcels A and B together with a private ways designated "Nutmeg Lane," "Sage Lane" and "Ginger Way" on a plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as revised through February 9, 2001, and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396 Pages 49-59, as the same has been modified by a plan entitled "Private Lane Minor Modification Cinnamon Ridge Estates in Easton, Massachusetts" dated October 10, 2001 and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 401 Pages 15-16, as conveyed to the TRUSTEES from Bisher Hashem and Muhammad Itani, Trustees of Stonebridge Land Development Trust by deed of even date and record herewith, and of any other property, real or personal, which may hereafter be conveyed to or acquired by the TRUSTEES or otherwise made subject to their administration for the benefit of the OWNERS. All of the OWNERS shall have the right to use said trust property subject to:

(a) The restrictions and obligations contained herein; and

(b) The rules and regulations as adopted or to be adopted and amended from time to time by the TRUSTEES.

3. **Beneficiaries.** The beneficiaries of this Trust shall be the OWNERS. The word "OWNER" shall mean and refer to the record holder from time to time of the legal title in fee constructed thereon which constitutes a portion of the lands described in **Exhibit A** attached hereto and made a part hereof. The holder of legal title in fee shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession and also excluding the TRUSTEES as OWNERS of the trust property. Two or more persons or entities holding record title to the same parcel or parcels shall be treated as a single OWNER; exercise of their rights as such owners shall be by their unanimous action; their obligations to pay any assessment shall be joint and several. If the same OWNER shall hold record title to more than one parcel or unit, such OWNER shall be treated as a separate OWNER for each parcel or unit.

4. Powers and Duties of TRUSTEES. For the purpose of carrying out the terms of this trust the TRUSTEES shall have the powers and duties necessary for the administration of trust property, including without limitation the following powers which may be exercised by them without any action or consent by the OWNERS and which shall continue after the termination of the trust for the purpose of disposing of the trust property and until final disposition thereof:

(a) to establish and implement a maintenance plan to maintain, repair, change or alter any property, real or personal, including repairing, tearing down and rebuilding structures or additions thereto;

(b) to acquire by purchase, hire or otherwise, property convenient to the performance of their functions as TRUSTEES;

(c) to adopt reasonable rules and regulations governing the enjoyment by the OWNERS of the trust property;

(d) to convey permanent easements and lesser interests in, upon and over any ways for the installation, maintenance, repair and replacement of utilities and other services and rights incidental thereto;

(e) to make contracts which the TRUSTEES deem convenient to the performance of their duties as TRUSTEES;

(f) to borrow money;

(g) to open bank accounts in the name of the trust or the TRUSTEES with power in any one of the TRUSTEES to draw on such accounts;

(h) to procure insurance;

(i) to pay, resist, compromise or submit to arbitration any claim or matter in dispute;

(j) to determine and collect the common and special charges from the OWNERS and to pay such common and special charges; and

(k) to exercise any other powers which may be necessary or desirable for carrying out the terms of this Trust or which the TRUSTEES may have under any present or future statute or rule of law; and to execute and deliver all appropriate instruments in connection therewith.

For the purpose of carrying out the terms of this Trust, the TRUSTEES with the consent of at least two-thirds of the OWNERS, shall also have the following powers which

shall continue after the termination of this Trust for the purpose of disposing of the trust property and until final disposition thereof:

(a) to sell, exchange, mortgage, pledge, lease, rent and otherwise dispose of any property, real or personal;

(b) to convey or impose a conservation restriction upon, or otherwise dedicate ~~such property~~ with the benefit thereof running to a public body or other entity for conservation purposes;

(c) to convey to the Town of Easton or other public body the fee or any lesser interest in Cinnamon Circle for the purpose of making it a public way; and

(d) to discontinue any private way and convey the fee thereof, provided the OWNERS of all lands abutting on the way to be discontinued first assent thereto.

5. Common and Special Charges. The TRUSTEES shall from time to time, and at least annually, prepare a budget for the trust to determine the amount of the common charges payable by the OWNERS to meet the common expenses of the Trust. The TRUSTEES shall have the power to raise such amounts of money to meet any needs of the trust by assessing on each occasion upon all of the land (which term shall include land and improvement) of each OWNER such OWNER'S proportionate share of the total amount to be raised. The OWNERS of Lots 1, 2, 3, 4, 7, 8, 19, 20 and 21 shall each be required to pay (as their proportionate share) 1/27 of the total amount to be raised, while the OWNERS of Lots 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall each be required to pay (as their proportionate share) 1/18 of the total amount to be raised. Determination regarding the amount of the assessment by the TRUSTEES shall be conclusive. Common expenses shall include, without limitation the following:

(a) all costs relating to the construction, operation, care, upkeep and maintenance of the trust property;

(b) all insurance premiums for the master policy for the trust property, fidelity bonds for the TRUSTEES and agents and employees, any insurance purchased to protect the TRUSTEES and such other insurance as the TRUSTEES may deem necessary and appropriate;

(c) all expenses relating to the financing, operation and maintenance of any common open space, community building and improvement and maintenance of the ways within said Parcels A and B and the cleaning, servicing, repairing, replacement and maintenance of all sewage disposal systems serving said Parcels A and B.

(d) the amount that the TRUSTEES shall deem necessary and appropriate for the working capital of the trust, for an operating reserve for expenses, a reserve fund for replacements, and any charges for deficits from previous operating years; and

(e) all expenses relating to the TRUSTEES' enforcement and administration of the Special Permit, and to include the services of the Easton Conservation Commission agent to monitor the perpetual conservation restriction on an annual basis.

In addition, the TRUSTEES shall have the power to assess OWNERS for special charges in connection with extraordinary repairs.

The TRUSTEES shall upon reasonable request render certificates suitable for recording, indicating that no payments are due to the Trust with respect to any common or special charges, which certificates shall be conclusive as to the facts stated therein.

6. Payment of Common and Special Charges. All OWNERS shall pay the common charges assessed by the TRUSTEES in monthly installments on the first day of each month and every month, or at such other time or times as the TRUSTEES shall determine. OWNERS shall each contribute in advance an amount not to exceed two months' estimated share of common expenses to provide a working capital fund, and to maintain said fund as required by the TRUSTEES. Special charges shall be paid within sixty days after notice from the TRUSTEES, or as the TRUSTEES in their sole discretion may otherwise require.

7. Lien for Common Charges. Each assessment so made upon an OWNER shall constitute and remain a charge and lien upon such Owner's land and every portion thereof from the date of the assessment until paid in full, and shall also constitute a personal debt of the OWNER who is the OWNER of such land on the date of assessment to the TRUSTEE. Such charge, lien or personal debt may be enforced or collected by the TRUSTEES by any available process including, without limitation, foreclosure of the charge or lien against the land. All costs and expenses incurred by the TRUSTEES in enforcing or collecting any assessment, including reasonable attorneys' fees, shall be paid by the OWNER responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said OWNER. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide first mortgage to a recognized mortgage lending institution outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this trust takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the TRUSTEES thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. If any assessment is not paid when due, such assessment shall bear interest at the rate of twelve (12) per cent per year from the due date, the TRUSTEES may in addition to the other rights herein reserved, suspend the exercise of all rights given by this trust to the OWNER of the land so assessed until that sum shall have been paid in full, and at their option, the TRUSTEES may accelerate the payment of its reasonable estimate of common charges for the twelve month period following the default and such sum shall serve as security for the payment of future common and special charge obligations.

8. Liability of TRUSTEES. All persons extending credit to or contracting with or having any claim against the TRUSTEES hereunder shall look only to the trust property for any such contract or claim, so that neither the TRUSTEES nor the OWNERS shall be personally liable

therefor. No TRUSTEE hereunder shall be liable to this trust or to the OWNERS for the default of any other TRUSTEE, or for leaving property in the hands of another TRUSTEE, or for any error of judgment of law on his own part, but shall be liable only for his own willful default. Any TRUSTEE hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or estate as a result of his acting as TRUSTEE hereunder, excluding only such loss or expense resulting from his own willful default.

9. Reliance by Third Parties. No person dealing with any TRUSTEE shall be bound to inquire concerning the validity of any act purporting to be done by him or be bound to see to the application of any money paid or property transferred to him or upon his order. Any TRUSTEE may at any time or times by written power of attorney delegate all or any of his powers and authorities, except the power to make assessments as provided in paragraph 5, whether discretionary or otherwise, to any other TRUSTEE in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

10. Financial Records. The TRUSTEES shall at all times keep proper records and accounts of the affairs of the trust which shall be open to inspection by any Owner at all reasonable times. At least once a year the TRUSTEES shall render a written report and financial statement to the OWNERS. The approval by a majority of the OWNERS of any report or financial statement by the TRUSTEES shall be, as to all matters and transactions stated in said report or statement or shown thereby, a complete discharge of the TRUSTEES and final and binding upon all OWNERS.

11. TRUSTEES in Number and Terms. There shall always be at least two (2) TRUSTEES hereunder. No TRUSTEE need be an OWNER. The term of each TRUSTEE shall expire at the time fixed herein for the annual meeting of the OWNERS to be held in the third year after the election of such TRUSTEE, provided that:

(a) the initial term of Bisher Hashem shall expire at the time fixed for the annual meeting to be held in 2002;

(b) the term of Muhammad Itani shall expire at the time fixed for the annual meeting to be held in 2003.

12. Election of TRUSTEES. At each annual meeting of the OWNERS, commencing with the annual meeting to be held in 2002, the OWNERS shall elect the TRUSTEE for a term expiring at the time fixed for the annual meeting to be held in the third year after such election.

13. Vacancies and Removals. Any TRUSTEE may at any time resign as TRUSTEE by a written instrument signed by him, acknowledged and delivered to the remaining TRUSTEES. Upon the death or resignation of any TRUSTEE a vacancy in the office of TRUSTEE shall be deemed to exist, and a new TRUSTEE shall be elected for the unexpired term by the remaining TRUSTEE or TRUSTEES. Any successor TRUSTEE shall qualify as a TRUSTEE by written acceptance, signed and acknowledged by him. Pending any appointment of a successor

TRUSTEE, the remaining TRUSTEE or TRUSTEES shall have and may exercise all powers, authorities and discretions conferred by this trust. Upon the election of a successor TRUSTEE the trust property shall vest in successor TRUSTEE and the continuing TRUSTEES without further action.

14. Fidelity Bonds and Surety. The TRUSTEES shall attempt to obtain fidelity bonds in amounts which they deem reasonably sufficient to cover TRUSTEES and employees of the trust handling or responsible for funds.

15. OWNER'S Annual and Special Meetings. Any action or consent by the OWNERS shall be taken or given at the annual meeting or at any special meeting of the OWNERS. The annual meeting of the OWNERS shall be held on the first Tuesday in June of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the TRUSTEES. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held. Special meetings of OWNERS may be called by the TRUSTEES on their own motion and shall be called by the TRUSTEES upon written application to the TRUSTEES of at least fifty (50%) percent of the OWNERS. A written notice of the place, date, and hour of all meetings of OWNERS shall be given by the TRUSTEES at least fifteen (15) days before the meeting to each OWNER. Notice need not be given to an OWNER if a written waiver of notice, executed before or after the meeting by such OWNER or his attorney thereunto authorized, is filed with the records of the meeting.

16. Quorum. A majority of the OWNERS shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice.

17. Voting. Each OWNER shall be entitled to one vote for each lot or unit owned. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the OWNER and acknowledged before notary public, shall be deemed a proxy. A proxy shall be revocable at any time by written notice to the TRUSTEES. When a quorum is present, any matter before the meeting shall be decided by a majority vote of the OWNERS, except where a larger vote is required by this trust.

18. Termination or Amendment by Consent. This trust may be terminated or amended at any time by an instrument in writing signed by the TRUSTEES assented to by two-thirds of the OWNERS.

19. Disposition of Trust Property. Upon termination of the Trust, the trust property shall be conveyed to the OWNERS as tenants in common, subject to the terms and provisions of the Special Permit and all other matters of record which henceforth shall be enforceable by and against the OWNERS, joint and severally.

20. Notices. All notices to the OWNERS shall be in writing and shall be sent to the OWNERS or to such one of them as they may designate in writing from time to time, at the last

address of such OWNER as it appears in the records of the trust. Changes in the OWNERS or their addresses shall be noted in the records of the trust only upon written notice filed with the TRUSTEES. Notice shall be deemed given as of the date of mailing. 67

21. Termination by Law. This trust unless sooner terminated as herein provided, shall terminate eighty-nine (89) years after the date first written above.

22. Incumbency of TRUSTEES. A certificate signed by any TRUSTEE and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation, trust or association acting in good faith in reliance thereon as to the truth of any matter or facts stated therein relating to:

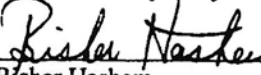
- (a) the death, resignation, removal or appointment of a TRUSTEE or to the delegation by a TRUSTEE to another TRUSTEE of his powers, authorities and discretions;
- (b) compliance by the TRUSTEES and OWNERS with any requirement of this trust;
- (c) the terms of this instrument and any amendment or termination of this trust;
- (d) the fact of the validity of any action taken by the TRUSTEES or OWNERS and to the authority of the TRUSTEES or OWNERS to take such action; the number of OWNERS acting in favor of any matters; or
- (e) any other matter pertaining to the TRUSTEES, OWNERS or the trust property.

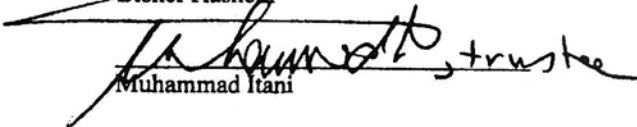
When recorded with the Bristol County (N.D.) Registry of Deeds, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

23. Recording. The termination and all amendments of this trust, resignations and appointments of TRUSTEES shall be filed with said Registry and any person shall be entitled to rely on the records of said Registry with respect to the termination of the trust, the terms of the trust, any amendment thereto, and the identity of the TRUSTEES, the identity of the OWNERS, and to any other matter pertaining to the trust, the TRUSTEES, the OWNERS of the trust property.

24. Governing Law. This trust shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal on the day and year first above written.


Bisher Hashem

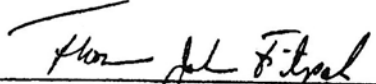

Muhammad Itani, trustee

Commonwealth of Massachusetts

Bristol, ss.

October 30, 2001

Then personally appeared the above named Bisher Hashem and Muhammad Itani and acknowledged the foregoing instrument to be their free act and deed, before me



Thomas John Filipek - Notary Public
My commission expires: May 22, 2003

Exhibit A

Lots 1-21 on a plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as revised through February 9, 2001, and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396 Pages 49-59.

DRAINAGE AND ACCESS EASEMENT

STONEBRIDGE LAND HOLDING CORP., a Massachusetts corporation, for consideration of less than one hundred dollars, hereby grants to the TOWN OF EASTON, a Municipal Corporation with its principal offices at Town Hall, 136 Elm Street, Easton, Massachusetts 02356, and its successors and permitted assigns, in perpetuity the right to pass and re-pass over areas shown as "Proposed Access & Drainage Easements" on a plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as revised through February 9, 2001 and recorded with Bristol County (N.D.) Registry of Deeds in Plan Book 396, Pages 49-59, in order to access, inspect, maintain, repair and replace detention basins and drainage structures which are located within such areas, said areas being more particularly bounded and described as follows:

Parcel One:

BEGINNING on the Westerly sideline of Turnpike Street at a concrete bound being the most Easterly point of Parcel A,

THENCE N 40°-02'-12" W, 457.05 feet bounded by Parcel C to a point,

THENCE S 73°-34'-07" W, 113.89 feet to a concrete bound,

THENCE S 08°-42'-05" E, 102.79 feet bounded by Lot 20 to a concrete bound,

THENCE S 28°-15'-56" E, 202.20 feet to a concrete bound,

THENCE S 85°-35'-00" E, 125.00 feet to a concrete bound,

THENCE S 04°-25'-00" W, 125.00 feet to a concrete bound,

THENCE N 85°-35'-00" W, 100.00 feet to a concrete bound,

THENCE S 04°-25'-00" W, 50.00 feet to a concrete bound on the Northerly sideline of Cinnamon Circle,

The last four courses bounded by Lot 21,

THENCE S 85°-35'-00" E, 100.00 feet to a concrete bound,

THENCE Northeasterly, 48.56 feet along a curve to the left having a radius of 35.00 feet to a concrete bound being a point of tangency,

THENCE N 14°-55'-30" E, 229.36 feet to a concrete bound on the Westerly sideline of Turnpike Street being the point of beginning,

Said Drainage Easement contains 73,005 square feet, more or less.

TOWN CLERK - TOWN OF EASTON
136 ELM ST.
NO EASTON MA 02356

RETURN TO

Parcel Two:

BEGINNING on the Westerly sideline of Cinnamon Circle at a concrete bound being the most Southeasterly point of Lot 7,

THENCE N 90°-00'-00" W, 24.70 feet to a concrete bound,

THENCE S 00°-00'-00" E, 130.00 feet to a concrete bound,

THENCE N 90°-00'-00" W, 176.93 feet to a concrete bound,

The last three courses bounded by Lot 7,

THENCE N 64°-13'-22" W, 149.39 feet to the Southwest corner of Open Space Parcel E to a concrete bound,

THENCE S 41°-54'-31" E, 129.85 feet to a concrete bound,

THENCE N 01°-10'-54" W, 103.70 feet to the Southwest corner of Lot 12 to a concrete bound,

THENCE N 63°-23'-13" W, 184.78 feet to the Southeast corner of Open Space Parcel G to a concrete bound,

THENCE N 57°-54'-16" W, 143.44 feet bounded by Open Space Parcel G to a concrete bound,

THENCE S 02°-31'-35" W, 28.74 feet bounded by land now or formerly of Joseph Wilbur to the Northwest corner of Open Space Parcel F to a concrete bound,

THENCE S 57°-54'-16" E, 165.38 feet to a concrete bound,

THENCE S 03°-18'-03" W, 219.10 feet to a concrete bound,

THENCE S 73°-28'-11" E, 118.24 feet to a concrete bound,

The last three courses bounded by Open Space Parcel F,

THENCE S 73°-28'-11" E, 282.20 feet to a concrete bound,

THENCE S 90°-00'-00" E, 176.93 feet by Lot 6 to a concrete bound,

THENCE S 88°-21'-17" E, 104.31 feet to a concrete bound on the Westerly sideline of Cinnamon Circle,

THENCE N 00°-09'-09" E, 48.31 feet to a concrete bound being a point of curvature,

THENCE Northwesterly, 45.36 feet along a curve to the left having a radius of 30.00 feet to a concrete bound being a point of reverse curvature,

THENCE Northwesterly, 83.16 feet along a curve to the right having a radius of 55.00 feet to a concrete bound being a point of tangency,

THENCE N 00°-09'-09" E, 24.64 feet to a concrete bound being the point of beginning.

The last four courses bounded on the Westerly sideline of Cinnamon Circle,

Said Drainage and Access Easement contains 68,827 square feet, more or less

The use of this easement for said purposes is entirely in the town's discretion and the recording of this easement imposes no legal obligation or responsibility on the town regarding the access and drainage easement areas.

For Grantor's title, see deed of Muhammad M. Itani, Trustee of Stonebridge Land Development Trust, dated May 22, 2001 and recorded with Bristol County (N.D.) Registry of Deeds in Book 9454, Page 2.

Executed as a sealed instrument this 24th day of April, 2006.

STONEBRIDGE LAND HOLDING CORP.

By: Muhammad M. Itani Pres. & Tr.
Muhammad M. Itani, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 24th day of April, 2006, before me, the undersigned notary public, personally appeared Muhammad M. Itani, President and Treasurer as aforesaid, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Stonebridge Land Holding Corp.

[Signature]
- Notary Public

My commission expires:



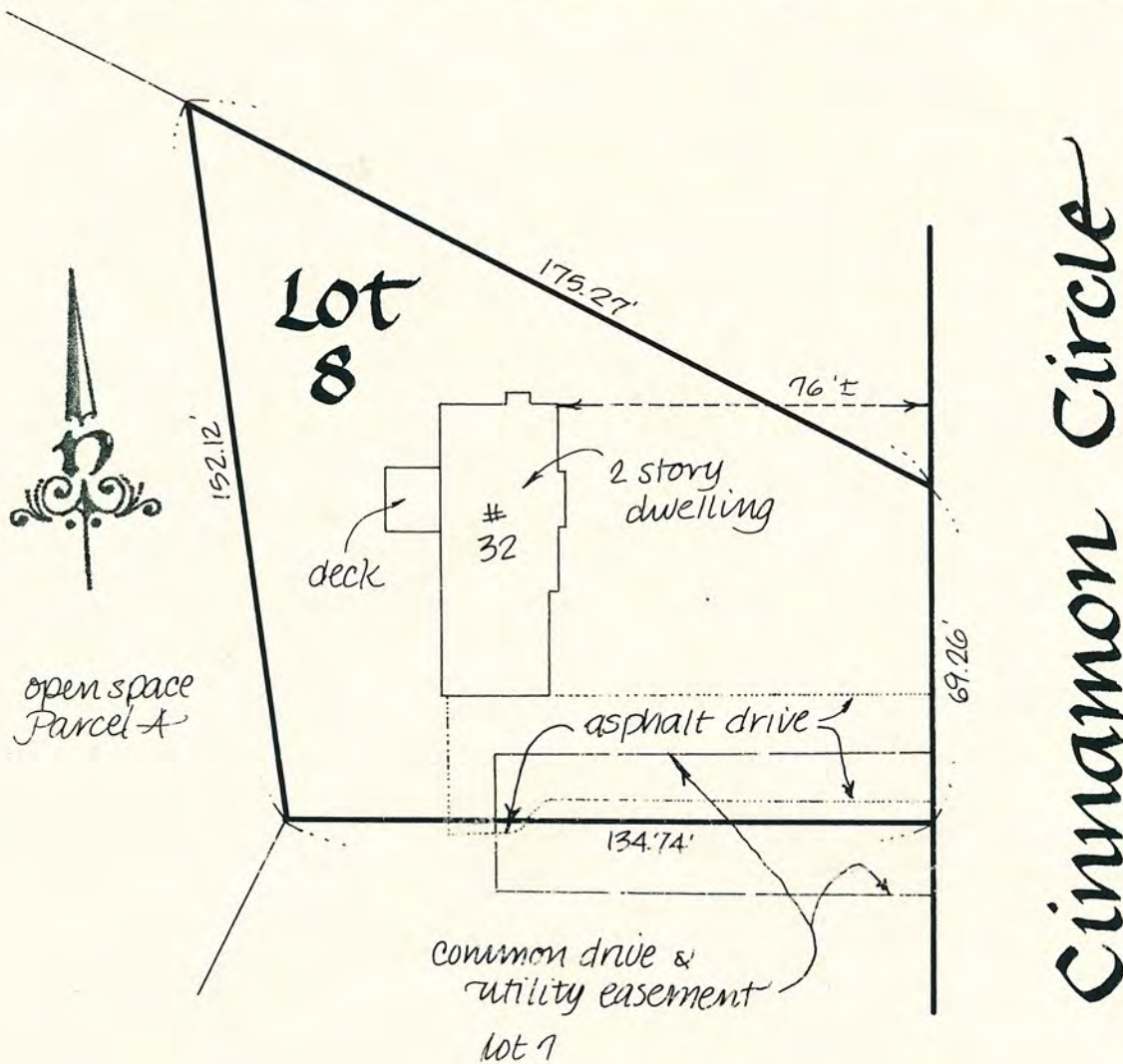
RAMI ITANI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 11, 2011

End of Document

MORTGAGE INSPECTION PLAN

Applicant: *Avery*

location of property: *Easton*



ref: 11421/6 flood panel: 250053 0010 D flood zone: X

I hereby certify that this mortgage inspection was prepared for *Lynch and Lynch & Taylor, Bean & Whitaker*. The dwelling shown hereon does not fall in a special FEMA flood hazard area with an effective date of 5-16-95 and the location of the dwelling does conform to the local zoning by-laws in effect at the time of construction with respect to horizontal dimensional setback requirements or is exempt from violation enforcement action under Mass. General Laws Chapter 40A-Section 7.

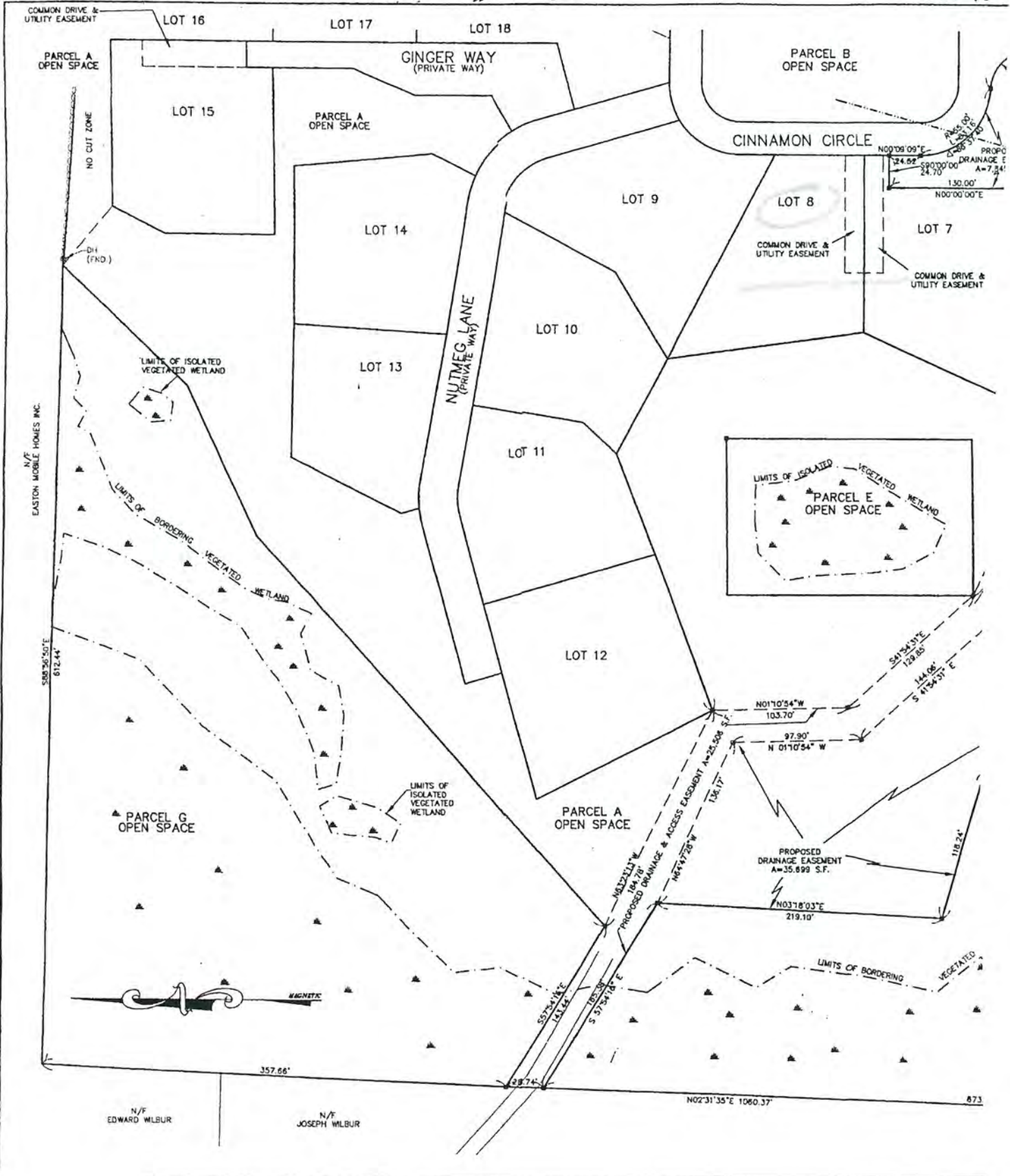


Scale: 1" = 40'
Date: 5-16-07
File No. 07-0820

PLEASE NOTE: The structures as shown on this plot plan are approximate only. An actual survey is necessary for a precise determination of the building location and encroachments, if any exist, either way across property lines. This plan must not be used for recording purposes or for use in preparing deed descriptions and must not be used for variance or building plan purposes. This plan must not be used to locate property lines. Verification of building locations, property line dimensions, fences or lot configuration can only be accomplished by an accurate instrument survey which may reflect different information than what is shown hereon. Please note that this is "NOT A BOUNDARY SURVEY" and is "FOR MORTGAGE PURPOSES ONLY".

COLONIAL LAND SURVEYING COMPANY, INC.

269 Hanover Street · Hanover, Mass. 02339 · Phone: 781-826-7186 · Fax: 781-826-4823



COMMON DRIVE & UTILITY EASEMENT

LOT 16

LOT 17

LOT 18

PARCEL A OPEN SPACE

GINGER WAY (PRIVATE WAY)

PARCEL B OPEN SPACE

LOT 15

PARCEL A OPEN SPACE

CINNAMON CIRCLE

NO CUT ZONE

PROPOSED DRAINAGE EASEMENT A=7,544
124.62' S90°00'00" W
24.70'
130.00'
N00°00'00" E

LOT 14

LOT 9

LOT 8

LOT 7

COMMON DRIVE & UTILITY EASEMENT

COMMON DRIVE & UTILITY EASEMENT

DH (FNO)

LOT 13

NUTMEG LANE (PRIVATE WAY)

LOT 10

N/E EASTON MOBILE HOMES INC.

LIMITS OF ISOLATED VEGETATED WETLAND

LIMITS OF BORDERING VEGETATED WETLAND

LIMITS OF ISOLATED VEGETATED WETLAND
PARCEL E OPEN SPACE

LOT 11

LOT 12

PARCEL G OPEN SPACE

PARCEL A OPEN SPACE

S61°34'31" E 129.85'
114.06' S 41°54'31" E

PROPOSED DRAINAGE EASEMENT A=35,699 S.F.

PROPOSED DRAINAGE & ACCESS EASEMENT A=22,500 S.F.



MAGNETIC

LIMITS OF BORDERING VEGETATED WETLAND

357.66'

N/F EDWARD WLBUR

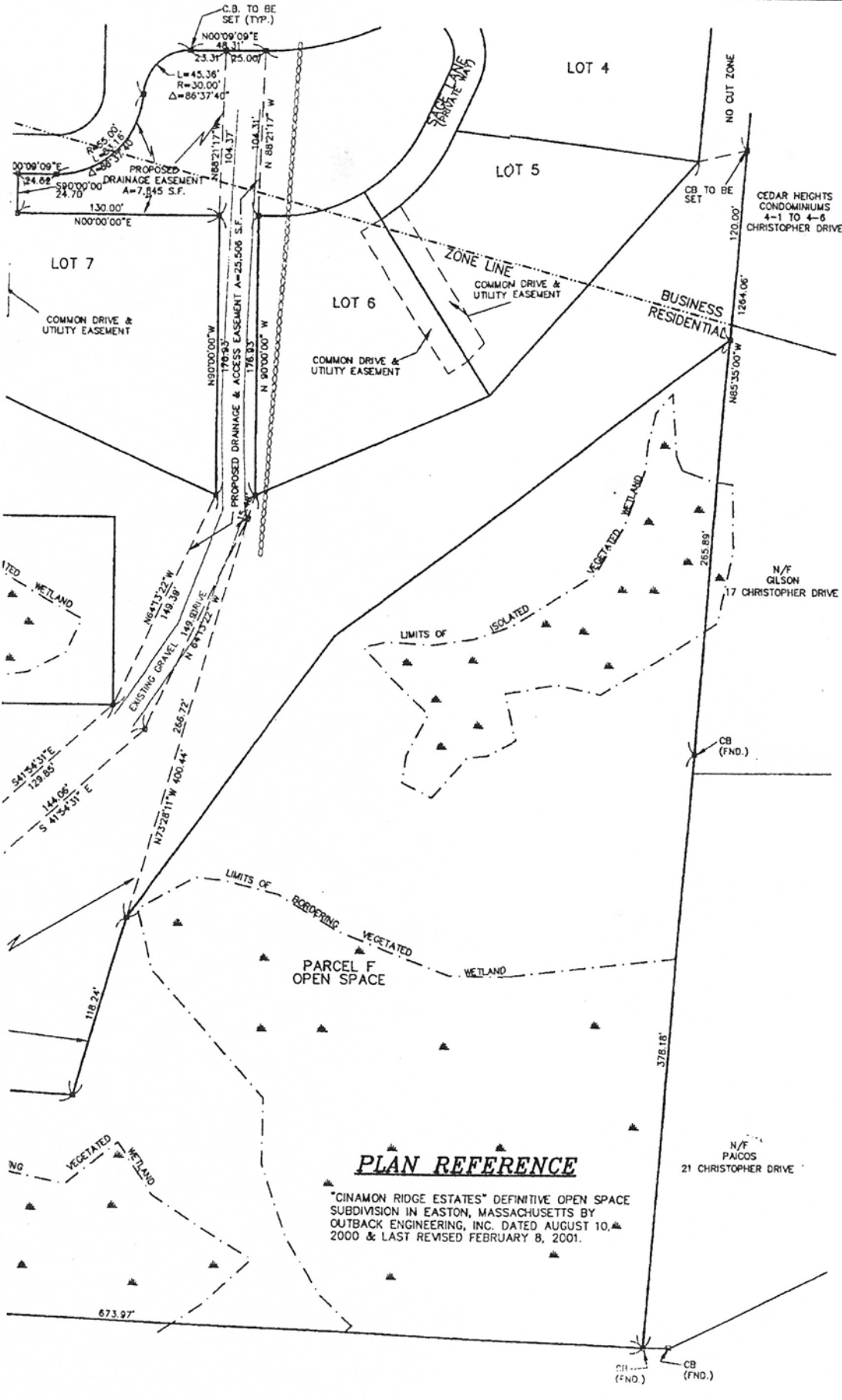
N/F JOSEPH WLBUR

N02°31'35" E 1060.37'

873

396-48

See Book 9362 PG 260



PLAN BOOK 396 PAGE 48
 BRISTOL COUNTY NORTHERN DISTRICT
 REGISTRY OF DEEDS TANTON, MA.
 RECEIVED 4-20-2001
 TIME 3:48PM
 ATTEST: Joseph L. Paul
 REGISTER OF DEEDS

FOR REGISTRY USE ONLY

CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AND THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP'S, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



2-9-01
 DATE: PROFESSIONAL LAND SURVEYOR

APPLICANT
 JOHN ZAPPALA & RON MEDEIROS
 297 CAP'N LUJAH'S ROAD
 CENTERVILLE, MA 02832

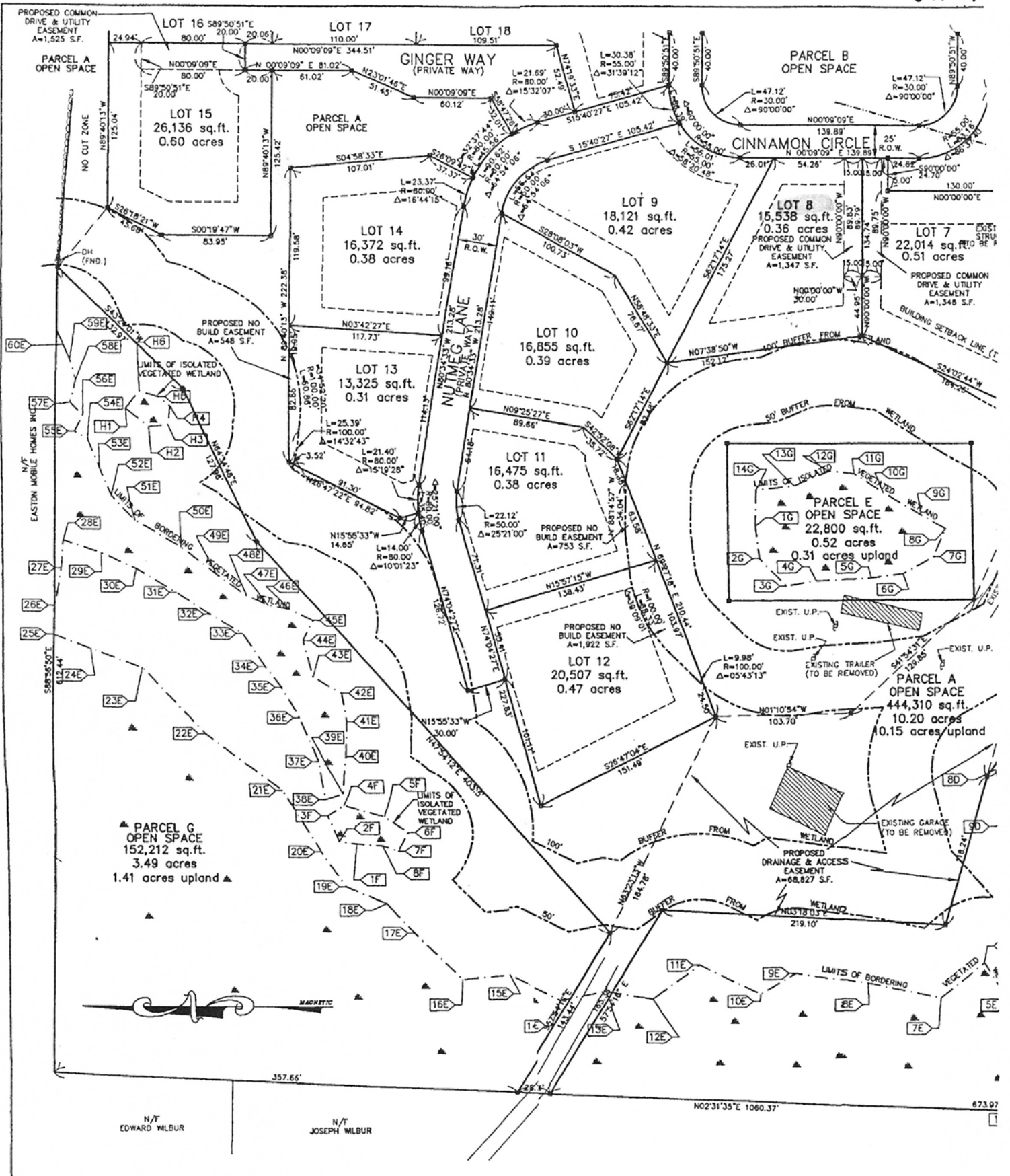
OWNER
 MICHAEL A. KEHOE, COMMISSIONER
 BRISTOL COUNTY PROBATE COURT
 ASSESSOR'S REFERENCES:
 MAP U51 PARCELS 2 & 4
 MAP U47 PARCEL 31
 DEED BOOK 889 PAGE 348
 DEED BOOK 1029 PAGE 55
 DEED BOOK 1455 PAGE 189

PROPOSED DRAINAGE & ACCESS EASEMENT PLAN OF LAND
 CINNAMON RIDGE ESTATES
 DEFINITIVE OPEN SPACE SUBDIVISION
 IN
 EASTON MASSACHUSETTS

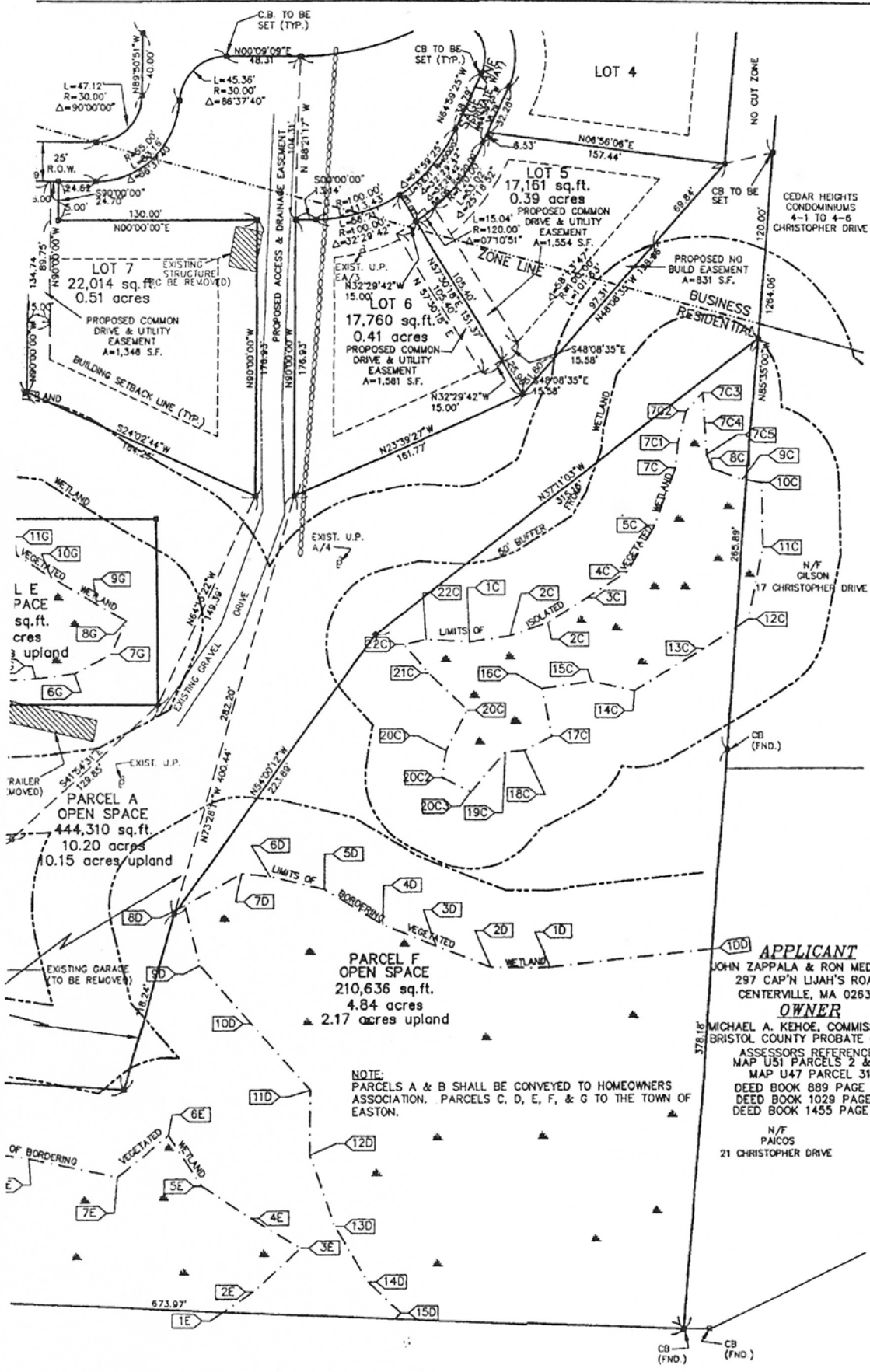
OUTBACK ENGINEERING INC.
 321 WEST GROVE STREET
 MIDDLEBOROUGH, MASS 02346
 TEL: (508)-946-9231
 FAX: (508)-947-8873

DATE: MARCH 30, 2001
 SCALE: 1" = 40'
 PROJECT OE-489
 DRAWN BY: J.G. CHECKED BY: K.W.
 DEED BOOK 1455 PAGE 189 SHEET 1 OF 1

PLAN REFERENCE
 "CINAMON RIDGE ESTATES" DEFINITIVE OPEN SPACE
 SUBDIVISION IN EASTON, MASSACHUSETTS BY
 OUTBACK ENGINEERING, INC. DATED AUGUST 10, 2000 & LAST REVISED FEBRUARY 8, 2001.



396-51



PLAN BOOK 396 PART 51
BRISTOL COUNTY PROBATE DISTRICT
REGISTER OF DEEDS EASTON, MA.
RECEIVED 4-29-01 2001
TIME 3:49 PM
ATTY: Joseph J. Paul
REGISTER OF DEEDS

FOR REGISTRY USE ONLY
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



2-9-01
DATE PROFESSIONAL LAND SURVEYOR
APPROVED [Signature] SUBJECT TO A COVENANT EXECUTED BY MICHAEL KEHOE DATED 4/13/01 AND TO BE RECORDED HEREWITH.
DATE: 4-11-01
[Signatures]

EASTON PLANNING & ZONING BOARD

THE SUBJECT PARCEL IS SUBJECT TO THE TERMS AND CONDITIONS OF SPECIAL PERMIT NO. 00-06 DATED [Signature] ISSUED BY THE TOWN OF EASTON PLANNING & ZONING BOARD UNDER SECTION 7-15 OF THE EASTON ZONING BY-LAW TO BE DULY RECORDED HEREWITH.
DATE: 4-11-01
[Signatures]

EASTON PLANNING & ZONING BOARD ACTING AS SPECIAL PERMIT GRANTING AUTHORITY.

I CERTIFY THAT 20 DAYS HAVE ELAPSED SINCE PLANNING BOARD APPROVAL, AND THAT NO APPEAL HAS BEEN FILED AT THIS OFFICE.
[Signature]
TOWN CLERK - TOWN OF EASTON

REVISIONS

NO.	DATE	DESCRIPTION
1.	10/20/00	REVISE LAYOUT
2.	11/13/00	PLANNING BOARD COMMENTS
3.	11/29/00	DPW/FIRE DEPARTMENT COMMENTS
4.	12/7/00	PLANNING BOARD COMMENTS
5.	1/10/01	PLANNING BOARD COMMENTS
6.	3/9/01	PLANNING BOARD COMMENTS

LOT LAYOUT SHEET
CINNAMON RIDGE
ESTATES
DEFINITIVE OPEN
SPACE SUBDIVISION
IN
EASTON
MASSACHUSETTS

OUTBACK ENGINEERING INC.

321 WEST GROVE STREET
MIDDLEBOROUGH, MASS 02346
TEL: (508)-946-9231
FAX: (508)-947-8873

DATE: AUGUST 10, 2000
SCALE: 1"=40' PROJECT OE-489
DRAWN BY: J.C. CHECKED BY: KMW
OE489SH3.DWG SHEET 3 OF 10

PRIVATE ROAD COVENANT

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Whereas Stonebridge Land Holding Corp., a Massachusetts corporation with its principal place of business at 306 East Main Street, Norton, Massachusetts is the current owner of land shown on a plan of land in Easton, Massachusetts entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision in Easton, Massachusetts" surveyed and engineered for Michael A. Kehoe, Commissioner, Bristol County Probate Court by Outback Engineering, Inc., 321 West Grove Street, Middleborough, MA 02346; plan dated August 10, 2000, revised through February 9, 2001 and consisting of ten sheets, recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396, Pages 49-59, as the same has been modified by a plan entitled "Private Lane Minor Modification Cinnamon Ridge Estates in Easton Massachusetts" dated October 10, 2001 and consisting of two sheets, recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 401 Pages 15-16 (collectively hereinafter referred to as the "Plan"); and

Whereas applicants John Zappala and Ronald Medeiros, on behalf of the prior owner, had requested the Easton Planning and Zoning Board (pursuant to Massachusetts General Laws, Chapter 41, Section 81R) to waive certain of its Rules and Regulations with respect to said plan and the construction of certain ways shown thereon;

Now, therefore, in consideration of the Easton Planning Board's waiver of certain of its Rules and Regulations and endorsement of said plan pursuant to Massachusetts General Laws, Chapter 41, Section 81R, the undersigned current owner (hereinafter, the "Covenantor") does hereby covenant and agree with the Town of Easton Planning and Zoning Board and successors in office of said Board as follows:

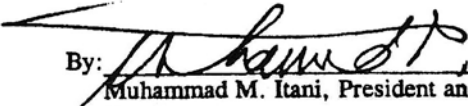
1. To design and construct the private ways to be known as Nutmeg Lane, Ginger Way and Sage Lane, in accordance with said plan as approved on February 28, 2001 and endorsed by the Easton Planning and Zoning Board on April 11, 2001. Said Nutmeg Lane, Ginger Way and Sage Lane shall be private ways owned by the Cinnamon Ridge Homeowners Association Trust, its successors and assigns, after conveyance to it by the undersigned. Deeds for the lots in Cinnamon Ridge Estates shall specifically indicate that a beneficial interest in the Cinnamon Ridge Estates Homeowners Association Trust, which owns the private ways known as Nutmeg Lane, Ginger Way and Sage Lane shall be appurtenant to the ownership of the lot. Said private ways known as Nutmeg Lane, Ginger Way and Sage Lane shall be used in common by the owners of the lots in the Cinnamon Ridge Estates subdivision, together with their guests and other authorized persons, for access to and from Cinnamon Circle and Turnpike Street (Route 138) in the manner in which streets are typically used in the Town of Easton, and are to be constructed and maintained as private ways in perpetuity and not proposed for acceptance as a public way by the Town of Easton since they have not been built to the standards of a public way within the Town of Easton. Said private ways shall be kept open for the safe passage of emergency and municipal vehicles at all times.

2. Nutmeg Lane, Ginger Way and Sage Lane shall not be connected to any other way except as shown on the Plan.
 3. Nutmeg Lane, Ginger Way and Sage Lane shall have:
 - A. A leveling area of at least 40 feet in length from the street pavement with a minimum depth of 20 feet of pavement in accordance with the Easton Subdivision Regulations (except where such paving is prohibited by other Town of Easton By-laws), and sloped not more than 4% grade for the 40 feet it extends from the street pavement;
 - B. A center line intersection with the street centerline of not less than 60%;
 - C. A roadway surface, on that portion of the private way extending beyond the leveling area, of a minimum of 6 inches of graded gravel, placed over a properly prepared base, graded and compacted to drain from the crown. Where the property rises in elevation from the street, the way shall be paved from the street to the first high point (break in grade) in order to prevent erosion toward the street, except where such paving is prohibited by other Town By-laws.
 - D. Proper drainage appurtenances, where required, to prevent washout and excessive erosion, with particular attention to the leveling area, so that water draining onto the street surface from the leveling area is eliminated to the maximum extent feasible.
 4. The private ways known as Nutmeg Lane, Ginger Way and Sage Lane shall be maintained in good order and repair by the Cinnamon Ridge Homeowner's Association Trust, its successors and assigns, without obligation on the Town of Easton, including but not limited to removal of snow and ice, maintenance, repair, improvement replacement of the private ways and any appurtenant drainage structures in the right of way. This shall also include responsibility for the maintenance and repair of the eight-inch water line and the fire hydrant on Nutmeg Lane and any other water lines located within or under Nutmeg Lane, Ginger Way, Sage Lane which service homes on Nutmeg Lane, Ginger Way and Sage Lane, respectively.
 5. The Town of Easton shall be granted an easement to access, inspect, connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may be located under Nutmeg Lane, Ginger Way and Sage Lane. The granting of such easement shall in no way obligate the Town of Easton to perform any of said activities. Should the Town of Easton elect to exercise its right of access and repair due to an emergency situation, the Town shall have no responsibility to do anything further.
 6. Construction, maintenance and placement of street signs identifying Nutmeg Lane, Ginger Way and Sage Lane shall be the responsibility of the Cinnamon Ridge Homeowners Association Trust.
-

7. The Cinnamon Ridge Homeowners Association Trust shall indemnify, hold harmless and release the Town of Easton from any liability for any damages resulting from an action brought by a third party or the association in any court concerning the repair, use or maintenance of the private ways.
8. No final occupancy permits for the homes to be constructed on Lots 5 or 6 shall be granted by the Town of Easton prior to Sage Lane being completed as per the approved plan. No final occupancy permits for the homes to be constructed on Lots 10, 11, 12, 13 or 14 shall be granted by the Town of Easton prior to Nutmeg Lane being completed as per the approved plan. No final occupancy permits for the homes to be constructed on Lots 15, 16 or 17 shall be granted by the Town of Easton prior to Ginger Way being completed as per the approved plan. Verification, in each case, shall be in the form of a Massachusetts Professional Engineer certifying same.
9. This Covenant shall run with the land and be binding upon the undersigned as long as it owns the private ways known as Nutmeg Lane, Ginger Way and Sage Lane, and then it shall be binding upon the Cinnamon Ridge Homeowners Association Trust, its assigns and successors in the title to the land shown on said plan.
10. Reference to this Covenant shall be entered upon said plan and this Covenant shall be recorded in the Bristol County Northern District Registry of Deeds, with a copy thereof filed with the Easton Planning and Zoning Board and Building Department within _____ days after the recording of the definitive subdivision plan at said Registry of Deeds.

Signed and sealed this 30th day of October, 2001.

Stonebridge Land Holding Corp.

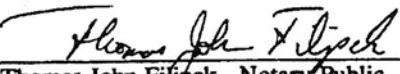
By:  P.R. & Tr.
Muhammad M. Itani, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

October 30, 2001

Then personally appeared the above named Muhammad Itani, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Stonebridge Land Holding Corp., before me


Thomas John Filipek - Notary Public
My commission expires: May 22, 2003

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QUITCLAIM DEED

White Craig, Inc., a Massachusetts corporation, (hereinafter called the GRANTOR"), for consideration paid and in full consideration of Four Hundred Sixty-Four Thousand Three Hundred Sixty-Six and 52/100 Dollars (\$464,366.52), grants to Sebastian J. Silva and Maria G. Silva, husband and wife as tenants by the entirety, both of 32 Cinnamon Circle, South Easton, Massachusetts (hereinafter called the "GRANTEES"), with QUITCLAIM COVENANTS a certain parcel of land, together with the buildings and other improvements thereon, now known as and numbered as Lot 8 on a plan entitled "Cinnamon Ridge Estates Definitive Open Space Subdivision" dated August 10, 2000, as amended through February 9, 2001, and recorded with the Bristol County (N.D.) Registry of Deeds in Plan Book 396 Pages 49-59, (hereinafter "the Plan") to which reference may be made for a more particular description.

Meaning and intending to convey the same premises conveyed to it by deed of Stonebridge Land Holding Corp., recorded immediately prior hereto. **

The GRANTOR hereby grants to the GRANTEES the following non-exclusive easements, licenses, rights, and privileges subject to the obligation of the GRANTEES to pay a proportionate share of the cost of the maintenance and repair thereof as hereinafter set forth:

(a) The right and easement, in common with others entitled thereto, in, to, upon, over and under the ways designated as Nutmeg Lane, Sage Lane and Ginger Way on the Plan to use the same for all purposes for which private ways are now or hereafter may be commonly used in the Town of Easton, including without limitation the transportation of construction materials over said Nutmeg Lane, Sage Lane and Ginger Way, and the right to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may from time to time be located on or under said Nutmeg Lane, Sage Lane and Ginger Way, provided that all damages caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise; and

(b) The right and easement to use in common with others entitled thereto Parcels A and B on the Plan as Open Space for recreational uses in accordance with a Conservation Restriction dated July 17, 2001, recorded with said Deeds in Book 9682, Page 165, the provisions of the Cinnamon Ridge Homeowners Association Trust recorded with said Deeds in Book 9906 Page 227 and any rules and regulations promulgated by the Trustees of the Cinnamon Ridge Homeowners Association Trust, or their successors and assigns.

(c) Together with the right and easement to use in common with the owner(s) of Lot 7, to use that portion of said Lot 7 shown on the Plan as "Proposed Common Drive and Utility Easement" and consisting of approximately 1,346 square feet of land, according to the plan, to use the same for all purposes for which driveways are now or hereafter may be commonly used in the Town of Easton, including without limitation the

** The undersigned hereby certifies that the foregoing does not constitute a sale of all or substantially all of the assets of the Grantor corporation in the Commonwealth of Massachusetts.

Loc: 32 Cinnamon Circle, Easton, MA 02575



Handwritten signature or scribble at the bottom of the page.

transportation of construction materials over said common driveway, and the right to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may from time to time be located on or under said easement area, provided that all damages caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise.

(d) Subject to the right and easement of the owner(s) of Lot 7, to use that portion of Lot 8 shown on the Plan as "Proposed Common Drive and Utility Easement" and consisting of approximately 1,347 square feet of land, according to the plan, to use the same for all purposes for which driveways are now or hereafter may be commonly used in the Town of Easton, including without limitation the transportation of construction materials over said common driveway, and the right to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may from time to time be located on or under said easement area, provided that all damages caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise.

The Grantees herein by their acceptance hereof also agree as follows:

(a) that the land hereinabove conveyed shall be subject to all of the terms and conditions set forth in a certain special permit between Michael A. Kehoe, Commissioner and the Planning Board of the Town of Easton dated March 9, 2001, notice of which is recorded with said Deeds in Book 9558, Page 12;

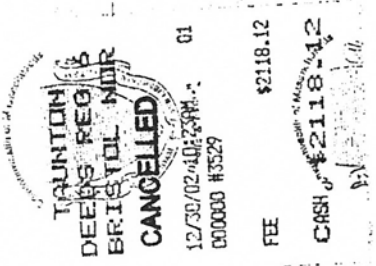
(b) that the land hereinabove conveyed shall be subject to all of the restrictions set forth in Declaration of Easements and Restrictions, dated October 30, 2001, recorded with said Deeds in Book 9906, Page 221, and all of said restrictions shall be considered to be covenants running with the land; and

(c) that the land hereinabove conveyed shall be subject to all of the provisions set forth in the Cinnamon Ridge Homeowners Association Trust dated October 30, 2001, recorded with said Deeds in Book 9906, Page 227 and that the Grantees shall promptly pay any and all common expenses and special charges assessed by the Trustees of the Cinnamon Ridge Homeowners Association Trust.

WITNESS the execution hereof under seal this 24 day of December, 2002.

WHITE CRAIG, INC.

By: Bisher I. Hashem, Pres. & Treas.
Bisher I. Hashem, President and
Treasurer



Commonwealth of Massachusetts

Bristol, ss.

December 24, 2002

Then personally appeared the above named Bisher I. Hashem, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of White Craig, Inc., before me

David P. Reilly
Notary Public
My Commission Expires: 11-25-2005

RETURN TO

**KEVIN M. REILLY, ESQ.
ATTORNEY AT LAW
7 CABOT PLACE
STOUGHTON, MA 02072**