

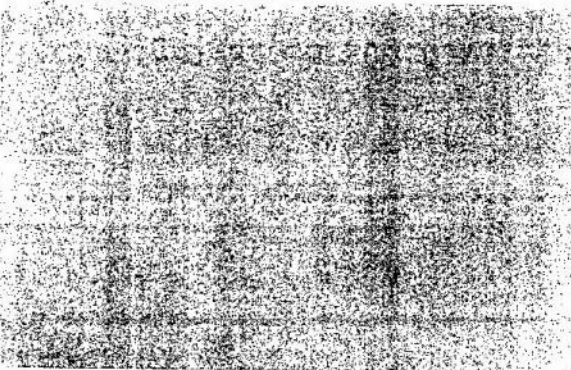
BAYBERRY SQUARE CONDOMINIUM

21806

AMENDMENT NO. 1 CREATING PHASE 2 IN ACCORDANCE WITH PARAGRAPH 16 OF MASTER DEED

STANLEY P. NOWAK, PETER M. DAIGLE and MARY C. CROUGHWELL, Trustees of the Bayberry Square Realty Trust, a Massachusetts business trust, under a Declaration of Trust dated March 11, 1982, recorded at Barnstable County Registry of Deeds in Book 3476, Page 324 (the "Grantor") being the Grantor in that Master Deed dated July 13, 1982 creating Bayberry Square Condominium (the "Condominium"), recorded with Barnstable County Registry of Deeds on July 13, 1982 in Book 3517, Page 1, being the sole owners of the land with the buildings and improvements thereon situated in Barnstable (Centerville), Barnstable County, Massachusetts, as more particularly described in said Master Deed, by this amendment in accordance with the provisions of paragraph 16 of said Master Deed, do hereby submit said Phase 2 land described in said Master Deed together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws, as amended, and do hereby state that they propose to create, and do hereby create, with respect to said land, Phase 2 of Bayberry Square Condominium, to be governed by and subject to the provisions of Chapter 183A, General Laws, as amended. Said Phase 2 of the Condominium shall benefit of the provisions of said Bayberry Square Condominium Trust.

SEE PLAN BOOK 366 PAGE 46



1. Description of Buildings in Phase 2

Until the further amendment of the Master Deed, as provided in paragraph 16 of the Master Deed, to create a subsequent phase or phases of the Condominium, the Units of the Condominium shall be those included within the buildings of Phase 1 and Phase 2, said Phase 2 building and units being shown on the plans recorded herewith more specifically listed in paragraph 2 hereof. Phase 2 of the Condominium consists of three buildings, A, B and C, containing seven (7) units, said units being designated as set forth in Schedule A-1 of said Master Deed.

The new building in Phase 2 - Building C - is two-story wood frame construction with wood shingled sidewalls; wood shingled roof, on poured concrete slab, with crawl space but no basement.

2. Description of Units and their Boundaries in Phase 2

The designation of each Unit in Phase 2, a statement of its location, approximate size, number of rooms and immediate common areas to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibit A annexed hereto and made a part hereof, and Schedule A-1 and B of said Master Deed. The layout of each Unit in Phase 2 and location of the rooms therein are as shown on the plans recorded hereby and entitled: Bayberry Square Condominiums in Barnstable (Centerville) Mass. for Bayberry Square Realty Trust, dated Aug. 9, 1982, drawn by Baxter & Nye, Inc.

The boundaries of the Units and exclusive rights and

easements pertaining to the Units in Phase 2 are as stated in paragraphs 8 and 11 of the Master Deed, and in paragraph 3 of this amendment.

3. Description of the Common Areas and Facilities  
(hereinafter "Common Elements")

The Owner of each Unit in Phase 2 shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages as set forth in Schedule B subject to the provisions of paragraph 16 of the Master Deed concerning further amendments of said Master Deed in accordance with the provisions of said paragraph 16.

The Common Elements of the Condominium consist of the entire property with all the buildings and improvements thereon constituting Phases 1 through 2 other than the Units as more particularly set forth in said Master Deed.

4. Floor Plan

Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the building in Phase 2, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built.

5. Use of Units

The building and each of the Units are intended for professional and limited business use, as more fully set forth in said Master Deed.

6. Unit Owner's Organization

The Condominium will be managed and regulated by Trustees of the Bayberry Square Condominium Trust, as set forth in the Master Deed, which trust is recorded in Book 3517, Page 33.

7. Amendment of Master Deed

The Master Deed may be further amended in accordance with the provisions of paragraph 16 of said Master Deed.

8. Master Deed Incorporated by Reference

Each of the Units and the Common Elements in Phase 2 shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the By-laws of the Association and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed, as amended, except as the context thereof clearly restricts portions of said Master Deed in Phase 1, are hereby incorporated by reference into this Amendment and shall apply to Phase 2 and the Units and Common Elements included therein as if they had been completely set forth herein.

WITNESS our hands and seals this

19 day of August,



1982.

BAYBERRY SQUARE REALTY TRUST

Stanley P. Nowak Trustee  
Peter M. Daigle Trustee  
Mary C. Croughwell Trustee

COMMONWEALTH OF MASSACHUSETTS

August 19, 1982

Barnstable, ss.

Then personally appeared the above named Stanley P. Nowak, Peter M. Daigle and Mary C. Croughwell, Trustees aforesaid and acknowledged the foregoing to be their free act and deed, before me

[Signature]  
 Notary Public

My commission expires:

January 21, 1988

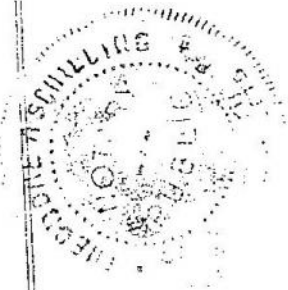


EXHIBIT A

## BAYBERRY SQUARE CONDOMINIUM

## AMENDMENT NO. 1 - PHASE 2

## Description of Units

The Unit designation, phase, approximate square footage and floor designation for each unit in Phase 2 is set forth under Schedule A-1 of said Master Deed.

PHASE TWO, Building C of <sup>Building C</sup> Phase 2 consists of four (4) units, 1-C, 2-C, 3-C and 4-C.

Unit 1-C consists of one room on the first level with bathroom and spiral staircase, having access to the common area courtyard by two direct doors, with a second floor single room.

Unit 2-C is a ground level unit containing seven rooms, two bathrooms, with access to the common area courtyard by a direct door, with access to Foyer C-1, which foyer has access to the common area courtyard. Foyer C-1 also provides access to Unit 3-C.

Unit 3-C is a second story unit containing five rooms, a bathroom and a staircase with access to Foyer C-1, which foyer has access to the common area courtyard by a direct door and is also access for Unit 2-C.

Unit 4-C is a two story unit. The first floor contains two rooms, a bathroom and a staircase. The second floor contains one room and a bathroom. Unit 4-C has access to the common area courtyard by two direct doors. The bathroom for Unit 4-C, as shown on the plans recorded herewith, do not indicate bathroom fixtures, which will be installed by the unit owner.

PHASE III

RECORDED AUG 19 82

AMENDED

MASTER DEED

46869

BAYBERRY SQUARE CONDOMINIUM

This Amended Master Deed of the Bayberry Square Condominium dated this 31 day of October, 1983, is an amendment of the original Master Deed, as amended dated July 13, 1982, and recorded at the Barnstable County Registry of Deeds in Book 3517, Page 001.

WHEREAS the purpose for this amendment of the Master Deed is as follows: (1) To correct errors and omissions in the said original Master Deed as amend, all of which are technical in nature and do not effect the validity of the condominium, (2) to created Phase 3 in accordance with paragraph 16 of the Master Deed (3) to amend schedule A-1 of said original Master Deed increasing the number of units and changing the percentage of unit ownership affecting all units of the condominium now or hereafter created, (4) to amend all sections of said Master Deed necessary to accomplish the same. Meaning and intending and hereby amending, revising and restating the original said Master Deed including the first amendment thereto dated August 19, 1982, recorded in Book 3539, Page 239, as follows:

STANLEY P. NOWAK, PETER M. DAIGLE and MARY C. CROUGHWELL Trustees of the Bayberry Square Realty Trust, a Massachusetts business trust, under Declaration of Trust dated March 11, 1982, recorded at Barnstable County Registry of Deeds in Book 3476, Page 324 (the "Grantor") being the Grantor in that original Master Deed dated July 13, 1982, creating Bayberry Square Condominium (the "Condominium"), recorded with

SEE PLAN BOOK 377  
PAGES 68, 69 & 70

M.R. BOOK 3517  
PAGE 001

BAEN

Barnstable County Registry of Deeds on July 13, 1982 in Book 3517, Page 1, together with the parties set forth schedule C attached sheets being the sole owners of the land with the buildings and improvements thereon situated in Barnstable (Centerville), Barnstable County, Massachusetts, as more particularly described in said Master Deed, by this amendment in accordance with the provisions said Master Deed, do hereby submit said Phase 3 land described in said Master Deed together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the General Laws, as amended, and do hereby state that they propose to create, and do hereby create, with respect to said land, Phase 3 of Bayberry Square Condominium, to be governed by and subject to the provisions of Chapter 183A, General Laws, as amended. Said Phase 3 of the Condominium shall be subject to and have the benefit of the provisions of said Master Deed and By-laws of Bayberry Square Condominium Trust, and further amends and restates said original Master Deed as amended as follows:

1. NAME OF CONDOMINIUM.

The name of the condominium shall be BAYBERRY SQUARE CONDOMINIUM. Said condominium will be developed in seven (7) phases, designated as Phase 1 through Phase 7 by amendment to this Master Deed, as hereinafter provided in Paragraph 16, said phases being shown on a plan entitled "Plan of Land in Barnstable (Centerville) Mass. for Bayberry Square Realty Trust" dated August 5, 1983 drawn by Baxter & Nye, Inc., to be recorded herewith said plan being part of the condominium plans hereafter referred to.

## 2. DESCRIPTION OF LAND.

The premises which constitute the condominium comprise the land shown as Lot 1 containing about 1.68 acres on 1639 Falmouth Road (Route 28) in Barnstable (Centerville), Barnstable County, Massachusetts as shown on a plan entitled "Plan of Land in Barnstable (Centerville) Mass. for Bayberry Square Realty Trust" dated April 9, 1982 and revised May 11, 1982, drawn by Baxter & Nye, Inc. to be recorded herewith. Said plan shows the location of all buildings in Phases 1, 2 and 3, together with the proposed location of buildings in Phases 4 through 7. (Phases 4 and 7 are horizontal and vertical phasing to the existing building in Phase 1).

The land, being Lot 1 as shown on the first plan as hereinbefore described, is bounded and described as follows:

A certain parcel of land in Barnstable (Centerville), Barnstable County, Massachusetts being Lot 1 on a plan entitled "Plan of Land in Barnstable (Centerville), Mass. for Bayberry Square Realty Trust" dated April 9, 1982 and May 11, 1982, drawn by Baxter & Nye, Inc., recorded in Plan Book 365, Page 40 being bounded and described as follows:

NORTHERLY            by Falmouth Road (Route 28), a State highway, two hundred thirty-eight and 27/100 (238.27) feet;

NORTHEASTERLY    by land now or formerly of Sun Oil Company and land now or formerly of Massachusetts Society for the Prevention of Cruelty to Animals, three hundred ninety-six and 74/100 (396.74) feet;

SOUTHERLY by land formerly of Norma I. Sims (Lot 2 on a plan in Plan Book 363, Page 36) two hundred forty-seven and 77/100 (247.77) feet; and

SOUTHWESTERLY by land now or formerly of William J. and Muriel R. Fitzpatrick, three hundred ninety and 52/100 (390.52) feet.

CONTAINING about 1.68 acres according to said plan.

Said premises are conveyed subject to an easement to Cape & Vineyard Electric Company et al dated June 24, 1971, recorded in Barnstable Deeds Book 1516, Page 1137, insofar as the same is now in force and applicable.

Said premises are conveyed subject to an easement to Commonwealth Electric recorded in Barnstable, Book 3673, Page 66.

Said premises are conveyed subject to a taking by the County of Barnstable for the layout of South County Road (now known as Route 28 or Falmouth Road) dated December 19, 1930, recorded in Barnstable Deeds Book 479, Page 284.

For title see a portion of the land in deed of Norma I. Sims dated April 19, 1982 recorded in Book 3476, Page 330

Said premises are conveyed subject to and with the benefit of rights in common with others now or hereafter entitled to use the parking areas and proposed drives as shown on the "Phase Plan" (dated August 5, 1983) hereinbefore referred to, for all purposes for which parking areas and ways are used in the Town of Barnstable, but not limited to the right of the Declarants, their successors and assigns, to use said parking areas and ways being shown on the Phase Plan hereinbefore referred to or as now laid out and used, together with the right to reconstruct and/or relocate within the layout of said parking areas and ways, to be laid out or as now exist and, further, the right of the Declarants, their successors and assigns, to install,



repair, replace and maintain now or in the future drain lines, electric, water lines, pipes and conduits for all types of utilities including the right to grant access and other similar rights for the benefit of other land of the Declarants, whether or not now owned or hereafter acquired adjoining the same, or to any land owners adjoining said condominium and as shown on said plan and, further, reserving the right of Declarants to discontinue any parking or ways as shown or now or hereafter existing for the purpose of construction in any phase provided access is always provided to Route 28 and the total number of parking spaces in the whole condominium at the end of Phase Seven is not less than the total parking space as are now shown on said phase plan. Until all of the phase areas as shown on said "Phase Plan" have been made subject to the provisions of Chapter 183A of the General Laws of Massachusetts by amendment of this Master Deed as hereinafter set forth, the Declarants herein hereby reserve for themselves, their successors, assigns or agents, the right to pass and repass over the parking areas, ways and other portions of the common areas of the condominium, for the purpose of constructing and marketing the units in all of said succeeding phases of the condominium.

### 3. DEFINITIONS.

All terms and expressions herein used which are defined in Chapter 183A of General Laws of Massachusetts, as amended, shall have the same meaning unless the context otherwise requires. "Association" shall refer to the Bayberry Square Condominium Trust (see legal organization, Paragraph 4 of this document). In addition, "By-laws of the Association" shall refer to the By-laws of the Bayberry Square Condominium Trust.

4. LEGAL ORGANIZATION.

The Bayberry Square Condominium Trust, hereinafter referred to as the "Association" is a trust formed in accordance with said Chapter 183A, through which the Unit Owners will manage and regulate the Bayberry Square Condominium pursuant to the By-laws of the Association, this instrument, and Chapter 183A of General Laws of Commonwealth of Massachusetts.

The initial Trustees of the Trust shall be Stanley P. Nowak, Peter M. Daigle and Mary C. Croughwell, and shall always consist of at least three trustees, in accordance with the terms and conditions of said Trust to be recorded herewith.

The "By-laws of the Association" shall refer to those By-laws of the Association which have been duly adopted in accordance with the provisions of said Chapter 183A set forth in said Trust recorded herewith, and such amendments thereto as may from time to time be enacted.

The "Bayberry Square Condominium Rules & Regulations" shall refer to those rules and regulations as may be hereafter adopted by the Trustees of the Association for use of the common areas and facilities of the Bayberry Square Condominium.

5. DESCRIPTION OF BUILDINGS.

PHASE ONE:

Two buildings comprise Phase One of the Condominium. Said buildings are described as follows:

1. Building A. This building is a one-story structure of wood frame construction, approximately 40.4 feet long and 34.4 feet in width, constructed on a poured concrete

foundation with basement, with wood shingled sidewalls, and wood shingled roof (or other roofing material), containing one unit with basement.

2. Building B. This building is a one-story building of wood frame construction, approximately 68.4 feet long and 28.4 feet in width, constructed on a poured concrete slab, with crawl space but no basement, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing two units.

PHASE TWO:

One building comprises Phase Two of the Condominium. Said building is described as follows:

1. Building C. This building is a two-story structure of wood frame construction, approximately 40.3 feet long and 28.4 feet in width, constructed on a poured concrete slab, with crawl space but no basement, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing four units.

PHASE THREE:

Phase Three of the Condominium will involve the addition of the following described building:

1. Building D. This building will be a two-story building of wood frame construction, approximately 79 feet long and 34 feet in width, constructed on a poured concrete foundation with basement, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing nine units.

PHASE FOUR:

Phase Four of the Condominium will involve the following vertical and horizontal additions to Building B in Phase One:

1. Building B (Phase Four). This is an addition to Building B in Phase One by adding a horizontal addition, approximately 30 feet long and 24 feet in width, increasing Unit 2B in Building B of Phase One, and by adding a second floor over the existing Units 1B and 2B of Phase One described above. Said second floor is to be approximately 75 feet long and about 28.4 feet in width, said additions are to be wood frame construction, with poured concrete slab with crawl space but no basement, with covered exterior sidewalls and wood shingled roof (or other roofing material), containing two additional units, together with the two units established under Phase One.

PHASE FIVE:

Phase Five of the Condominium will involve the addition of the following described building:

1. Building E (Phase Five). This building will be a two-story building connected to Building "B" in Phase Four of the condominium of wood frame construction, approximately 85 feet long and 40 feet in width with ell, constructed on a poured concrete foundation with basement, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing eleven units.

PHASE SIX:

Phase Six of the Condominium will involve the addition of the following described building:

1. Building F. This building will be a two-story building attached to the east side of Building "E" of wood frame construction, approximately 46 feet long and 40 feet in width, with all constructed on a poured concrete foundation with no basement, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing seven units. The location of the existing building, proposed additions thereto, and shown on said aforementioned Phase Plan. The Declarants hereunder reserve the right to vary the locations as proposed, provided the variations does not affect the percentage ownership of the units as set forth in Schedule B herein.

PHASE SEVEN:

Phase Seven of the Condominium will involve the following vertical and horizontal additions to Building A in Phase One:

1. Building A (Phase Seven). This is an addition to Building A in Phase One by adding a vertical and horizontal (two-story) addition, approximately 32 feet long and 27 feet in width, and a second floor over the existing Building A in Phase One, approximately 40.4 feet long and 34.4 feet in width, said horizontal addition to be constructed on poured concrete foundation, with a full basement, both horizontal and vertical addition to be of wood frame construction, with wood shingled sidewalls and wood shingled roof (or other roofing material), containing two additional units, together with the one unit established in Phase One, for a total of three units in Building A (Phase Seven)

## 6. DESCRIPTION OF UNITS.

The description of Units 1A, 2A, and 3A in Building A; and 1B, 2B, 3B and 4B in Building B; and 1C, 2C, 3C and 4C in Building C; and 1D, 2D, 3D, 4D, 5D, 6D, 7D, 8D, and 9D in Building D; and 1E, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 10E, and 11E in Building E; and 1F, 2F, 3F, 4F, 5F, 6F, and 7F in Building F, the type, number of floors, number of rooms, approximate area, location and other descriptive information are shown on Schedule A attached hereto.

## 7. INTEREST OF UNIT OWNER.

The owner of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the (%) percentages set forth in Schedule B attached hereto.

## 8. BOUNDARIES OF THE UNITS.

The boundaries of the condominium units are as follows:

A. Floors: The upper surface of the concrete basement floor, in those units containing basements, and the upper surface of the subflooring, in those units without a basement.

B. Ceilings: The plane of the lower surface of the ceiling joists.

C. Interior Building Walls: Non basement unit; the plane of the interior surface of the wall studs facing each unit, basement units; interior surface of the walls.

D. Exterior Building Walls, Doors and Windows: As to the walls, the plane of the interior surface of the wall studs; as to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and window frame; as to



the basement, where applicable, the interior surface of the concrete walls; as to the roof skylight, where applicable, the exterior surface of the skylight.

E. Chimneys: Within the boundaries of the units are part of the common areas and facilities of the condominium.

#### 9. MODIFICATION OF UNITS.

The owner of any unit may not at any time make any change or modifications of the exterior of said unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its surfaces; however, such owner may at any time and from time to time change the use and designation of any room or space within such unit, subject always to the provisions of this Master Deed, and the provisions of the By-laws of the Association including the Rules and Regulations promulgated thereunder as the same may be amended from time to time. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Barnstable where required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees or managing agent, as the case may be, of the Association. Such approval shall not be unreasonably withheld or delayed.

#### 10. RESTRICTIONS ON USE OF UNITS.

No unit is intended or designated for occupancy for residential purposes. Each unit is hereby restricted to limited commercial use, as hereinafter defined, and/or professional use, by the unit owner (thereof). No unit shall be used for any purpose other than the maintenance of limited retail and professional purposes and offices therein and purposes which

in the case of each unit owner or occupant are incidental to the maintenance of such purposes and offices by that owner or occupant in one or more units such as, but not limited to, a low-traffic retail store compatible with professional use as would be allowable in a limited business zone surrounded by residential use, banking, brokerage, travel agency, limited restaurant with seating of less than twenty-five persons for breakfast and lunch type food, but no MacDonalld or other franchise type restaurant or fast food restaurant, newsstands, barbershop, health and fitness store and/or clinic, medical office, dental office, lawyer, accountant, architect, and similar type professional offices, however, no use, including without limitation, any office use or retail use shall be permitted which in the opinion of the Trustees is inconsistent with the maintenance of the general character of the condominium development as a limited retail, professional business complex of the first class, in the quality of its maintenance, use and occupancy. In addition, the use of the property shall be limited in accordance with the following provisions:

- A. The units and common elements shall be used only for purposes consistent with their design.
- B. Each unit shall be used only for such purposes and to such extent as will not overload or interfere with any common element or the enjoyment thereof by the owners of other units.
- C. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is in violation of the By-laws or Rules and Regulations of the Association or which unreasonably interferes with or is an unreasonable

annoyance to the peaceful possession or proper use of the property by other unit owners or occupants or which requires (unless the Trustees consent thereto) any alteration of or addition to any common element.

D. No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Trustees in accordance with the By-laws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any of such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-laws, or result in an increase in the insurance rate or premium unless, in the case of such increase, the unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Trustees in accordance with the By-laws, or with respect to any policy of insurance carried independently by any unit owner in the building as permitted by the By-laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated unit in the building, by reason of anything that is done or kept in a particular unit, or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Trustees, or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this Master Deed, the By-laws or the Rules and Regulations, the unit owner of that particular unit shall reimburse the Trustees and such other unit

owners respectively for the resulting additional premiums which shall be payable by the Trustees or such other unit owners as the case may be. The amount of any such reimbursement due the Trustees may without prejudice to any other remedy of the Trustee be enforced by assessing the same to that particular unit as a Special Common Charge under the By-laws.

E. No unlawful use shall be made of the Property or any part thereof, and all valid laws, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirement shall be accomplished by and at the sole expense of the unit owner or owners, or the Trustees, as the case may be, whichever shall have the obligation under the By-laws to maintain and repair the portion of the property affected by any such Legal Requirement. Each unit owner shall give prompt notice to the Trustees of any written notice it receives of the violation of any Legal Requirement affecting its unit or the property. Notwithstanding the foregoing provisions, any unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith the validity or applicability of any Legal Requirement affecting any portion of the property which such unit owner is obligated to maintain and repair, and the Trustees shall cooperate with such unit owner in such proceedings, provided that:

(i) Such unit owner shall pay and shall defend, save harmless, and indemnify the Trustees, the Association, and each other unit owner against all liability loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such unit owner shall keep the Trustees advised as to the status of such proceedings. Such unit owner need not comply with any Legal Requirement so long as it shall be so contesting the validity or applicability thereof, provided that non-compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Trustees may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to deferral of compliance. The costs and expenses of any contest by the Trustees shall be a common expense as defined in the By-laws. The amount due the Trustees and the Association under the foregoing obligation of a

unit owner to defend, save harmless and indemnify the Trustees and the Association may, without prejudice to any other remedy of the Trustees and the Association, be enforced by assessing the same to the unit or units of such unit owner as a Special Common Charge under the By-laws.

F. If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the building as a whole and required in order to render lawful the operation of the building for general limited retail office purposes) shall be required for the proper and lawful conduct of business in any particular unit, and if failure to secure such license or permit would in any way affect any other unit or the owner thereof or the Trustees or Association, the owner of such particular unit at its expense shall procure and maintain such license or permit, submit the same to inspection by the Trustees and comply with all the terms and conditions thereof.

G. No unit owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the building which might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive.

H. All business machines and equipment, kitchen equipment and all other mechanical equipment installed in any unit shall be so designed, installed, maintained and used by the owner and occupant of such unit, at the expense of such owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors



and other objectionable transmissions from such unit to any other area of the building.

The Trustees of the Association also reserve the right and easement to enter upon the premises from time to time at reasonable hours, for the purpose of reconstructing and repairing adjoining units, common areas and facilities, and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-laws of the Association.

The maintenance, repair and improvement of the exterior portion of the units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each unit owner in the Bayberry Square Condominium as any other common expense.

11. UNIT APPURTENANCES.

Appurtenances to each unit are the following:

A. The exclusive right and easement to use that portion of the chimney, if any there be, beyond the limits of the unit.

B. The exclusive right and easement to use the steps and outside wooden stairways adjacent to the unit, where applicable.

C. The exclusive right and easement to maintain, install, use and repair and replace, the air conditioning compressor, if any, serving the unit together with the concrete pad providing support therefor.

D. Membership in the Association which shall be the same percentage as an individual unit owner's common interest, which memberships are not assignable or severable from the ownership of the unit.

All of the units shall have appurtenant thereto, in common with each other, the right and easement to use the remaining yard area and the parking areas of the said condominium, subject to and in accordance with restrictions, limitations, provisions, and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-laws of the Association, and the Rules and Regulations promulgated under the By-laws as the same may be amended.

#### 12. COMMON AREAS AND FACILITIES.

The common areas and facilities of the Bayberry Square Condominium comprise and consist of (a) the land described in paragraph 2 hereof, as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in paragraph 2 hereof and common areas and facilities shown on the Bayberry Square Condominium Plans annexed hereto; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor and ceiling joists, including all studding, balconies, if any, foyers where applicable, exterior stairs where applicable, roofs of the buildings, and the carrying common walls between said units of the buildings; (c) all sewer, water and electric lines, chimneys and flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the

furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the units, other units or common areas and facilities, but not including the lighting, heating, plumbing, fixtures and kitchen (where applicable) and bathroom cabinets located within said unit serving the same exclusively; (d) all such facilities contained within any unit which serve parts of the Condominium other than the unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; and (f) the parking spaces.

13. ENCROACHMENTS.

If any unit, now or hereafter, encroaches upon any other unit or upon a portion of the common areas and facilities, or if any portion of the common areas and facilities, now or hereafter, encroaches upon any unit as a result of the settling or construction of a building, or a unit therein, or the alteration or repair of such building or unit, a valid easement of the encroachment and for the maintenance of the same, so long as the buildings stand, shall exist.

14. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each unit to the aggregate fair market value of all the units in the condominium, including Phases 1 through 7, or such portions

thereof as are included by amendment to the Master Deed.

15. RIGHT OF FIRST REFUSAL.

The Declarants shall have a right of first refusal with respect to all sales of units and to that end, no owner of any unit shall sell or convey the same to any person other than a spouse or child of such owner unless (1) the owner has received a bona fide offer to purchase the unit, (2) the owner has given the Declarants written notice stating, the name and address of the offeror, the price less broker's commission and conditions of said offer, and containing a signed offer by the owner at the price less broker's commission to sell said unit to the Declarants on the same terms and conditions of the bona fide offer, and (3) the Declarants shall not, within fifteen (15) days after the receiving of such notice, have given the owner written notice of the election of the Declarants to purchase the unit in accordance with the offer. In the event that the Declarants shall so elect to purchase, the deed shall be delivered and consideration paid at Barnstable Registry of Deeds at 11:00 a.m. on the thirtieth registry business day after the date of the giving of such notice of election to purchase or any other date and time agreed upon. In the event that the Declarants do not elect to purchase the unit, then said owner shall be free thereafter to sell and convey the unit to the offeror named in the owner's notice at a price not lower than that specified therein, but the owner shall not sell or convey the unit to any other person or at any lower price without again offering the same to the Declarants .

The provisions of this section shall not be construed to apply to bona fide mortgages of any unit or to sales or other proceedings for the foreclosure thereof.

The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of units because of race, creed, sex, color or national origin.

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

The Declarants may assign this right to the Association at any time during the development of the Bayberry Square Condominium but in any event, said right of first refusal shall be in the Association, acting through its Trustees, when the Declarants no longer own any unit (s) in the Bayberry Square Condominium.

When the Association holds the right of first refusal, it may purchase, by and through its Trustees, any unit directly from the owner in accordance with the above or at foreclosure sale; provided however, that any such purchase by the Association shall have the prior approval of eighty-five percent (85%) of the members of the Association, and provided that in the event that the majority of the Trustees do not desire to purchase said unit, then no further approval or disapproval shall be obtained from the members.

Before a unit, or any part thereof, may be leased or subleased, a copy of the proposed lease or sublease shall be filed with the Association. Approval of the Trustees, which approval may not unreasonably upheld, must be obtained with respect to all terms thereof, except the amount of rent stipulated therein. Any such instrument shall be consistent with the terms of the Master Deed, the By-Laws, and Rules and Regulations of the Condominium and shall provide that it cannot be modified, amended, extended or assigned, without the prior written consent of the Association, that the tenant shall not sublet all or part thereof without the Trustees written consent, and that the majority of the Trustees of the Association shall have power to terminate such lease and/or sublease, and to bring summary proceedings to evict the tenant in the name of the landlord, in the event of a default by the tenant or subtenant in the performance of the lease or sublease, or in the event such persons shall violate the terms of the Master Deed, By-Laws or Rules and Regulations of the Condominium, as the same shall exist from time to time.



## 16. AMENDMENT OF MASTER DEED.

A. While the Declarants own at least fifty percent (50%) of the units, this Master Deed may be amended by a majority vote of unit owners which shall constitute written consent of the unit owners and the written consent of the majority of the holders of the first mortgages on mortgaged units, but any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any unit owner, thereafter, this Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-laws of the Association, by a vote of sixty-six and two-thirds percent (66 2/3%) in interest of the unit owners and written consent of the holders of a majority of the first mortgages on mortgaged units.

If the amendment involves a change in percentage interest, such vote shall be by one hundred percent (100%) in interest of the unit owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged units; PROVIDED HOWEVER, that this Master Deed may be amended without the consent of any unit owner or any mortgagee by Declarants, their successors in interest as to all or any portion of Phases 1 through 7 as shown on the plan referred to in paragraph 1 of this Master Deed, so as to subject all or any portion of Phases 3 through 7 to Chapter 183A of the General Laws Massachusetts. The Declarants or their successors in interest shall have the right prior to creating each such phase to change the number, size, layout, location and

percentage interest in the common elements of units in Phases 3 through 7; provided that no such change shall alter substantially the effective percentage interest in common areas and facilities set forth in this Master Deed or any amendment thereto with respect to units in Phases 1 and 2 or any phases which have already been submitted to the provisions of Chapter 183A of the General Laws of Massachusetts. In no event shall the Master Deed be voluntarily amended by the Declarants or their successors in interest aforesaid so as to provide for more units in Phases 3 through 7, than are indicated on Schedules A and B hereof. Any such amendment shall contain with respect to Phases 3 through 7, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. No amendment shall be effective until recorded with the Barnstable Registry of Deeds.

Notwithstanding anything herein contained to the contrary Declarants reserve the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed as amended (i) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (ii) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarants to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be.

All amendments except the following:

- (i) Creating subsequent Phases (4 through 7)
- (ii) Compliance with 183A
- (iii) Corrections of clerical or typographical errors;

Shall require prior written approval, not to be unreasonably withheld of mortgagee with a security interest in five or more units.

17. TERMINATION.

The unit owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the unit owners shall be deemed to own the condominium property as tenants in common, with undivided interest therein in the percentage of undivided interest previously owned by each owner in the common areas and facilities.

The removal provided for in this paragraph and in the By-laws of the Association shall not bar the subsequent resubmission of the property to the provision of Chapter 183A of the General Laws of Massachusetts.

The Unit owners may not remove the property from the provisions of Chapter 183A, as amended, and this Master Deed until such time as the Declarants have conveyed all of the proposed units in Phases 3 through 7 to unit owners or until four years after the date of recording of this Master Deed, being the date by which the Declarants intend to submit said Phases 3 through 7 to the provisions of Chapter 183A, as amended, of the General Laws of Massachusetts.

18. MORTGAGEE STATUS.

A mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure shall continue to be considered a mortgagee, as well as a unit owner, until such time as the foreclosure deed or deed in lieu of foreclosure is recorded with the Barnstable Registry of Deeds, or until the expiration of three (3) years from the date of entry for breach of the terms and conditions of a mortgage or the obligations secured by said mortgage, provided a certificate of entry as required by General Laws of Massachusetts Chapter 244, Section 2, is recorded.

In addition, a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall be subject to, and shall be liable for, a lien of the payment of common charges assessed both prior to and subsequent to the foreclosures sale.

19. MISCELLANEOUS.

Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define,

limit or describe the scope of this Master Deed nor the intent of any provision hereof.

Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision has never been included herein.

Conflicts. This Master Deed is set forth to comply with the requirements of General Laws Chapter 183A, the provisions of such statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarants, the Association and the unit owners acting through the Association or their respective legal representative, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions,

charges and liens and subject to such rights of amendment and termination herein set forth. The said unit owner shall, in the event any action be instituted to enforce these restrictions, in addition to the Court order enforcing said restriction, be liable for the legal expenses incurred by the Association.

Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

WITNESS our hands and seals this 31 day of October 1983.

BAYBERRY SQUARE REALTY TRUST

By Stanley P. Nowak, Trustee  
Trustee  
By Peter M. Daigle, Trustee  
Trustee  
By Mary C. Croughwell, Trustee  
Trustee

COMMONWEALTH OF MASSACHUSETTS

Earnstable, ss. October 31, 1983

Then personally appeared the above named Stanley P. Nowak, Peter M. Daigle and Mary C. Croughwell, Trustees and acknowledged the foregoing instrument to be their free act and deed, before me

Richard A. Schilling  
Notary Public  
THE COMMONWEALTH OF MASSACHUSETTS  
NOTARY PUBLIC  
RICHARD A. SCHILLING  
COMMISSION EXPIRES JANUARY 31, 1988

My commission expires: January 31, 1988  
26



SCHEDULE ABAYBERRY SQUARE CONDOMINIUMDESCRIPTION OF UNITS

The unit designation, Phase, square footage and floor designation for each unit in each phase is set forth herein under Schedule A-1 attached hereto. Level on which each unit is located is designated by "1" for first floor, "2" for second floor, and "TH" for a unit located on both floors, equivalent to a town house unit, and "base" for basement.

PHASE ONE:BUILDING A

Unit 1A contains five (5) rooms, a bathroom, and central hallway, which is part of the unit. The unit has access to the common area courtyard by a direct door and access to Foyer A-1, which is a common area reserved for Phase Seven construction, and access to Phase Seven units in Building A. The access of Unit 1-A to Foyer A-1 may be eliminated in Phase Seven at the Declarants' option. The recording of the Phase Seven amendment and plans shall be the final determination on the existence of said access to Foyer A-1 for Unit 1-A. Unit 1-A also contains a basement as part of the unit, containing two (2) finished rooms, two (2) bathrooms with sink, a hallway and an unfinished room.

BUILDING B

Unit 1-B contains seven (7) rooms, two (2) bathrooms with sink, and a central hallway, as part of said unit. Said unit has direct access to the common area courtyard. Unit 2-B contains two (2) rooms, one (1) bathroom with sink, and two (2) accesses to common area courtyard.

SCHEDULE A CONTINUED

PHASE TWO:

BUILDING C

Building C of Phase 2 consists of four (4) units, 1-C, 2-C, 3-C and 4-C.

Unit 1-C consists of one room on the first level with bathroom and spiral staircase, having access to the common area courtyard by two direct doors, with a second floor single room.

Unit 2-C is a ground level unit containing seven rooms, two bathrooms, with access to the common area courtyard by a direct door, with access to Foyer C-1, which foyer has access to the common area courtyard. Foyer C-1 also provides access to Unit 3-C.

Unit 3-C is a second story unit containing five rooms, a bathroom and a staircase with access to Foyer C-1, which foyer has access to the common area courtyard by a direct door and is also access for Unit 2-C.

Unit 4-C is a two story unit. The first floor contains two rooms, a bathroom and a staircase. The second floor contains one room and a bathroom. Unit 4-C has access to the common area courtyard by two direct doors. The bathroom for Unit 4-C, as shown on the plans recorded herewith, do not indicate bathroom fixtures, which will be installed by the unit owner.

PHASE THREE:

BUILDING D

Building D of Phase 3 consists of nine (9) units, 1-D, 2-D, 3-D, 4-D, 5-D, 6-D, 7-D, 8-D and 9-D.

Unit 1-D consists of six (6) rooms, two (2) bathrooms and a central hallway on the first level which is part of the unit. The unit has access to the common area courtyard by a direct door and access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 4-D, 5-D, 6-D, 7-D, 8-D and 9-D. Unit 1-D also contains a basement beneath a part of the first floor level, containing two (2) finished rooms and one (1) bathroom with a shower and sink

Unit 2-D consists of two (2) rooms and one (1) bathroom. The unit has access to the common area courtyard by two (2) direct doors.

Unit 3-D consists of four (4) rooms, one (1) bathroom with sink and a stairway which is part of the unit. The unit has access to the common area courtyard by one (1) direct door.

Unit 4-D consists of two (2) rooms with access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 5-D, 6-D, 7-D, 8-D and 9-D.

Unit 5-D consists of two (2) rooms with access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 4-D, 6-D, 7-D, 8-D and 9-D.

Unit 6-D consists of two (2) rooms, one with sink, with access to foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 4-D, 5-D, 7-D, 8-D and 9-D.

Unit 7-D consists of two (2) rooms, one with sink, with access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 4-D, 5-D, 6-D, 8-D and 9-D.

Unit 8-D consists of one (1) room with access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 4-D, 5-D, 6-D, 7-D and 9-D.

Unit 9-D consists of two (2) rooms with access to Foyer D-1, which foyer has access to the common courtyard area. Foyer D-1 also provides access to Units 1-D, 4-D, 5-D, 6-D, 7-D and 8-D. Common area for water services is also located in Unit 9-D.

## BAYBERRY SQUARE CONDOMINIUM

## SCHEDULE A-1

PHASE 1:

<u>BLDG.</u>	<u>UNIT</u>	<u>SQ. FEET</u>	<u>FLOOR</u>
A	1A	1014	1
B	1B	1064	1
B	2B	720	1

PHASE 2:

A	1A	1014	1
B	1B	1064	1
B	2B	720	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH

PHASE 3:

A	1A	1014	1
B	1B	1064	1
B	2B	720	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH
D	1D	2397	1&BASE
D	2D	374	1
D	3D	889	2
D	4D	462	2
D	5D	542	2
D	6D	369	2
D	7D	570	BASE
D	8D	437	BASE
D	9D	485	BASE

PHASE 4:

A	1A	1014	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH
D	1D	2397	1&BASE
D	2D	374	1
D	3D	889	2
D	4D	462	2
D	5D	542	2
D	6D	369	2
D	7D	570	BASE
D	8D	437	BASE
D	9D	485	BASE

B	1B	1064	1
B	2B	710	1
B	3B	1064	2
B	4B	560	2

PHASE 5:

A	1A	1014	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH
D	1D	2397	1&BASE
D	2D	374	1
D	3D	889	2
D	4D	462	2
D	5D	542	2
D	6D	369	2
D	7D	570	BASE
D	8D	437	BASE
D	9D	485	BASE
B	1B	1064	1
B	2B	710	1
B	3B	1064	2
B	4B	560	2
E	1E	260	1
E	2E	900	1
E	3E	390	1
E	4E	560	1
E	5E	560	1
E	6E	900	BASE
E	7E	560	BASE
E	8E	720	BASE
E	9E	900	2
E	10E	560	2
E	11E	560	2

PHASE 6:

A	1A	1014	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH
D	1D	2397	1&BASE
D	2D	374	1
D	3D	889	2
D	4D	462	2
D	5D	542	2
D	6D	369	2
D	7D	570	BASE
D	8D	437	BASE
D	9D	485	BASE
B	1B	1064	1
B	2B	710	1
B	3B	1064	2
B	4B	560	2



SCHEDULE A-1, continued

E	1E	260	1
E	2E	900	1
E	3E	390	1
E	4E	560	1
E	5E	560	1
E	6E	900	BASE
E	7E	560	BASE
E	8E	720	BASE
E	9E	900	2
E	10E	560	2
E	11E	560	2
F	1F	280	1
F	2F	680	1
F	3F	680	1
F	4F	360	1
F	5F	680	2
F	6F	680	2
F	7F	680	2

PHASE 7:

A	1A	1014	1
C	1C	708	TH
C	2C	1189	1
C	3C	1088	2
C	4C	602	TH
D	1D	2397	1&BASE
D	2D	374	1
D	3D	889	2
D	4D	462	2
D	5D	542	2
D	6D	369	2
D	7D	570	BASE
D	8D	437	BASE
D	9D	485	BASE
B	1B	1064	1
B	2B	710	1
B	3B	1064	2
B	4B	560	2
E	1E	260	1
E	2E	900	1
E	3E	390	1
E	4E	560	1
E	5E	560	1
E	6E	900	BASE
E	7E	560	BASE
E	8E	720	BASE
E	9E	900	2
E	10E	560	2
E	11E	560	2

F	1F	280	1
F	2F	680	1
F	3F	680	1
F	4F	680	1
F	5F	680	2
F	6F	680	2
F	7F	680	2
A	2A	1014	2
A	3A	1152	TH

SCHEDULE B - BAYBERRY SQUARE CONDOMINIUM - PERCENTAGE OF COMMON OWNERSHIP

UNIT NO.	100% PHASE 3	100% PHASE 4	100% PHASE 5	100% PHASE 6	100% PHASE 7
1A	9.441	8.430	5.763	4.805	4.438
2A					3.427
3A					4.214
1B	8.905	7.948	5.434	4.531	4.185
2B	6.036	5.656	3.866	3.224	2.979
3B		6.830	4.668	3.892	3.595
4B		3.630	2.480	2.068	1.919
1C	5.500	4.910	3.355	2.798	2.584
2C	9.323	8.323	5.689	4.744	4.382
3C	7.830	7.000	4.778	3.984	3.680
4C	4.721	4.216	2.881	2.402	2.220
1D	19.724	17.610	12.035	10.036	9.271
2D	3.350	2.990	2.042	1.703	1.572
3D	6.340	5.655	3.866	3.224	2.977
4D	3.346	2.987	2.042	1.703	1.572
5D	3.884	3.468	2.370	1.977	1.825
6D	2.690	2.400	1.642	1.369	1.263
7D	3.410	3.040	2.078	1.703	1.601
8D	2.630	2.347	1.605	1.369	1.235
9D	2.870	2.560	1.752	1.459	1.348
1E			1.422	1.186	1.095
2E			4.923	4.106	3.792
3E			2.115	1.764	1.630
4E			3.063	2.555	2.360
5E			3.063	2.555	2.360
6E			3.282	2.737	2.528
7E			2.042	1.703	1.571
8E			2.845	2.372	2.190
9E			3.939	3.284	3.032
10E			2.480	2.068	1.910
11E			2.480	2.068	1.910
1F				1.276	1.180
2F				3.103	2.865
3F				3.103	2.865
4F				1.644	1.516
5F				2.495	2.303
6F				2.495	2.303
7F				2.495	2.303

SCHEDULE C

The undersigned, being 100 percent of the unit owners and their mortgage holders of units at Bayberry Square Condominium, hereby join in, assent to and, as the case may be, subordinate to this amendment, revision and restatement of the original Master Deed of Bayberry Square Condominium.

UNIT

1-B Bldg B

OWNER

Stanley P. Nowak ✓  
Stanley P. Nowak

Janet A. Nowak ✓  
Janet A. Nowak

Peter M. Daigle ✓  
Peter M. Daigle

Grace M. Daigle  
Grace M. Daigle

Owen F. Croughwell ✓  
Owen F. Croughwell

Mary C. Croughwell ✓  
Mary C. Croughwell

MORTGAGEE

SHARON & CO., INC. ✓

By: Gerald D. Blaisman  
President

By: Gerald D. Blaisman  
Treasurer

4-C Bldg C

OWNER

Celtic Investment Trust

By: Brian T. Dacey  
Brian T. Dacey, Trustee

MORTGAGEE

THE GREENBRIER CORPORATION

By: William D. [Signature]  
President

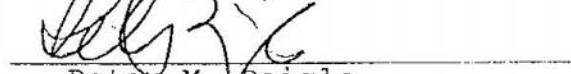
By: William D. [Signature]  
Treasurer

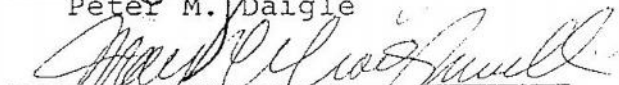
UNIT

2-B Bldg B

OWNER

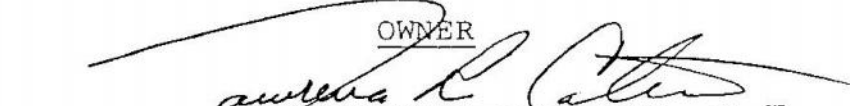
  
Stanley P. Nowak

  
Peter M. Daigle

  
Mary C. Croughwell

1-C Bldg C

OWNER

  
Lawrence R. Catusi

  
Sandra Catusi

UNIT

2-B Bldg B

OWNER

~~Stanley P. Nowak~~

~~Peter M. Daigle~~

~~Mary C. Croughwell~~

1-C Bldg C

OWNER

~~Lawrence R. Catusi~~

~~Sandra Catusi~~

MORTGAGEE

"THE COMMERCE"  
COMMERCE INSURANCE CO.

By: *Arthur J. Remillard, III*  
President *Asst Secretary*

Arthur J. Remillard, III

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

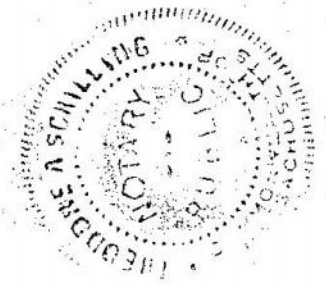
*October 31*, 1983

Then personally appeared the above named Stanley P. Nowak and acknowledged the foregoing instrument to be his free act and deed, before me

*Arthur J. Remillard, III*  
Notary Public

My commission expires:

*January 21, 1988*





The undersigned, being the mortgage holder for the developer/ declarant, hereby assents to this amendment, revision and restatement of the Master Deed and further agrees to hold its construction mortgage subject to the same as if it existed at the time the mortgage was granted.

THE CONNECTICUT NATIONAL BANK  
(Formerly known as Hartford National Bank and Trust Company)

By [Signature]  
Joseph S. Kastrup, Vice President

BY Mary Beth Geckler  
Mary Beth Geckler, Commercial Mortgage Office

ACKNOWLEDGEMENT:

Commonwealth of Massachusetts  
County of Barnstable

October 26, 1983

On the above date, personally appeared the above officers of The Connecticut National Bank, Joseph S. Kastrup and

Mary Beth Geckler  
and they severally acknowledged that the execution of the foregoing instrument to be their free act and deed on behalf of such National Banking Association before me.

[Signature]  
Notary Public

My commission expires 3/31/85

RECORDED NOV 3 1983