

TOWN HOUSE ESTATES OF NORTON CONDOMINIUM TRUST

GRANT OF EASEMENT AND AMENDMENT TO MASTER DEED

Reference is hereby made to a certain Master Deed creating the Town House Estates of Norton Condominium (the "Condominium") dated July 18, 1980 and recorded with the Bristol County Northern District Registry of Deeds in Book 2065, page 201, as amended (the "Master Deed") and the Declaration of Trust and By-Laws of the Town House Estates of Norton Condominium Trust dated December 1, 1980, and recorded with said Deeds in Book 2065, page 232, as amended (the "Declaration of Trust").

WHEREAS, the undersigned Trustees are the duly-elected and/or appointed representatives of the Town House Estates of Norton Condominium Trust ("Trust"), which Trust is the organization of unit owners of the Condominium; and

WHEREAS, the undersigned _____ is the current owner of Unit Burt Street,
Norton, MA 02766 in said Condominium, pursuant to Unit Deed recorded with the Bristol
County _____ Northern _____ District
Registry of Deeds in Book _____, page _____; and

WHEREAS, the Unit Owner wishes to use a portion of the exterior limited common areas and facilities of the Condominium for his or her exclusive use, in order to enclose the existing exterior deck; and

WHEREAS, the Trustees of the Condominium (the "Trustees") have agreed to grant to the Unit Owner an easement for said purposes pursuant to the terms and provisions of Section 5 of the Massachusetts Condominium Act, M.G.L. Chapter 183A upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the payment of \$_____, for recording cost, the receipt and sufficiency of which is hereby acknowledged, the Master Deed is hereby amended as follows:

1. **Grant of Easement.** The Condominium, acting by and through its undersigned Board of Trustees, hereby grants to the Unit Owner and his or her successors in title to the Unit the right and easement to use the above-described Easement Area for the sole purpose of constructing, maintaining and hereafter utilizing an exterior deck or patio.

2. **Costs** The Unit Owner hereby agrees to pay the reasonable cost of the preparation, execution and recordation of this instrument, as required by said Section 5.

3. **Construction Activity.** Included herein shall be the right of the Unit Owner to construct, enclose, maintain, repair and replace the said patio and/or deck, upon the following conditions; (a) any such activity must be approved in writing in advance by the Trustees; (b) any such activity must be in strict compliance with any and all necessary governmental permits, approvals, laws, codes and ordinances; (c) any such activity must be carried out by contractors duly licensed and in good standing in the Commonwealth of Massachusetts; and (d) the Unit Owner must provide, in advance, evidence of workers' compensation insurance coverage and general liability insurance coverage in minimum amounts reasonably satisfactory to the Trustees, naming the Trustees and/or the Trust as additional insured's.

4. **Continuing Obligations** Henceforth from the date hereof, the following shall apply:

(a) Any and all obligations relating to the maintenance, repair and/or replacement of the above-described improvements to the Easement Area, as well as any common elements of the building to which same are attached, shall be the exclusive responsibility of the Unit Owner, subject to the reasonable requirements and/or regulation of the Trustees from time to time;

(b) Notwithstanding any contrary or inconsistent provisions set forth in the Master Deed and/or Declaration of Trust, the above-described deck and/or patio shall be continuously maintained and kept in a good state of repair at the sole cost and expense of the Unit Owner. Moreover, at such time as the said deck and/or patio must be replaced, same shall be carried out at the sole cost and expense of the Unit Owner. In the event of any violation of the foregoing, any and all costs to the Trust related thereto shall be the obligation of the Unit Owner and a

continuing lien upon the Unit until paid in full, pursuant to M.G.L. Chapter 183A, Section 6.

- (c) In the event of any violation of the terms of this instrument by the Unit Owner or any tenant or other occupant of the Unit, the Trustees may pursue any and all rights or remedies allowed or provided by law or by said Condominium's governing documents, or otherwise, and any and all reasonable costs of enforcement (including reasonable attorneys' fees and costs) shall be borne by the Unit Owner and shall constitute a continuing lien until paid in full, pursuant to said Chapter 183A.
- (d) The rights and obligations set forth in this instrument shall be deemed to run with the land.

Witness our hands and seals on the dates set forth below,

UNIT OWNER

Date

Date

COMMONWEALTH OF MASSACHUSETTS

, ss _____ , _____

Then personally appeared the above-named _____ and acknowledged the foregoing to be his/her/their free act and deed, before me.

Notary Public
My Commission Expires: