

# **TABLE OF CONTENTS**

## **BIDDER'S INFORMATIONAL PACKAGE OFF CARVER STREET & MUNSING RIDGE GRANBY, MASSACHUSETTS**

<b>DESCRIPTION</b>	<b>PAGE #</b>
<b>DECLARATION OF RESTRICTIONS .....</b>	<b>1-10</b>
<b>MUNSING ESTATES HOMEOWNER'S ASSOCIATION MAINTENANCE AGREEMENT.....</b>	<b>11-18</b>
<b>PROPOSED PLANS .....</b>	<b>19-23</b>

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# DECLARATION OF RESTRICTIONS

## MUNSING ESTATES CARVER STREET, GRANBY, MA

**THIS DECLARATION**, made this 18th day of February, 2004 by the **MUNSING LAND CORPORATION**, a Massachusetts corporation with its principal office located at 75 Raymond Drive, Hampden, Hampden County, Massachusetts 01036, who is the owner of the property herein involved (hereinafter the "Owner") which expression shall include its successors and assigns, and **MUNSING ESTATES, Inc.**, a Massachusetts Corporation, with its principal office located at 75 Raymond Drive, Hampden, Hampden County, Massachusetts 01036, (the "Developer") which expression shall include its successors and assigns:

WHEREAS, The Owner and Developer are desirous of creating an attractive residential community, encouraging harmonious and pleasing homes, assuring a high quality of community appearance and providing and ensuring the preservation of the values created in said community; and

WHEREAS, The Owner and Developer are desirous of encumbering the Subject Property with certain covenants, agreements, restrictions, conditions and changes, as hereinafter set forth; and

NOW, THEREFORE, the Owner and Developer declares that the real property described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the following restrictions, which shall bind each and every lot described in Article I and which shall run with and benefit the land.

### ARTICLE I SUBJECT PROPERTY

The land situated in Granby, County of Hampshire, Commonwealth of Massachusetts, on Carver Street consisting of lots 1 through 14 (and excluding lot 15) as shown on Plan of Land entitled "Definitive Subdivision Munsing Estates, Granby, Massachusetts," prepared by Roberge Associates Land Surveying, dated June 20, 2003 and recorded in the Hampshire County Registry of Deeds at Plan Book 197, Page 18.

### ARTICLE II

#### 1. SUBDIVISION

No lot or combination of lots shall be subdivided or modified in any way for the purpose of increasing the total number of lots upon which single-family residential structures may be constructed. No conveyance of less than all of any lot or of any easement or license shall occur without the prior written approval of the Developer or its successors or assigns.

Property lines between lots may be re-plotted by said owners, provided no additional lots are being created. Such re-plotting will require the written approval of the Developer until January 1, 2020.

No ways, easements, streets or other means of access to other lots over any property as described in ARTICLE 1 shall be allowed without the express written consent of the Developer.

## **2. RESIDENTIAL USE**

The land included in said tract shall be used for residential or non-commercial purposes only. No mechanical, mercantile or manufacturing trade or business other than the practice of a professional, and then only within the dwelling house on the lot shall be carried out on or upon any lot. No boarding house, communal living residence, hospital, rest home or educational institution of any kind shall be established and maintained thereon. No separate professional building shall be permitted. No so-called clubs or social organizations shall occupy the premises. In no event shall the premises be used for any purpose which may be or may become an annoyance or nuisance to the neighborhood. No more than two (2) tag sales per year of the possessions of a lot owner shall be permitted.

No residential structure other than one single-family dwelling shall be erected or placed on any lot. Attached or detached garages for not less than two cars, together with accessory non-residential structures such as greenhouses, tool sheds, pools and fencing shall be permitted, but only if and so long as they are used in connection with a dwelling house. Single car garages shall be allowed only upon the approval of the developer.

## **3. RESIDENCE SIZE AND STYLE**

Dwellings shall contain not less than two thousand (2,000) square feet of framed living area. Living area is defined as "year round, heated living space located above grade" excluding porches, breezeways and garages.

## **4. LOCATION OF STRUCTURES ON A LOT**

Structures shall be placed on the lots with a consistent relationship to the common driveway or right of way (or public way) such that the distance from the front of the structure to the common driveway easement is to be approximately 40 feet, but final siting shall be at the Developer's discretion.

## **5. BUILDING APPROVAL**

No building or other structure shall be commenced or erected, nor shall any addition be made, until plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, and the grading plan of the lot to be built upon, have been submitted to and approved in writing by the Developer. The Developer shall have

the right to refuse to approve any such plans, specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall take into consideration the suitability of the proposed structure and materials to the site, including harmony with the surroundings and effects on the outlook from neighboring properties. Said submission of plans shall include:

- a. a plot plan of the lot, showing the location of the proposed construction and the final grade of the site after construction;
- b. building plans, including drawings which show the front, side and rear elevations of the proposed construction;
- c. a description of exterior materials and colors;
- d. the owners proposed construction schedule;
- e. the location of any wells and the septic system; and
- f. any necessary or planned erosion control methods.

If the Developer approves said plans and specifications, the Developer shall provide written approval of said plans suitable for recording.

If the Developer fails to approve or deny a proposed structure within ninety (90) days after receiving the full proposal as described above, the proposal shall be deemed approved. The Developer's rights of approval under this paragraph 5 shall expire on January 1, 2020.

## **6. SIDING**

No tarpaper, asphalt siding, aluminum siding, log siding, plywood siding, Texture 111 siding, roll brick or similar materials may be used as siding on outside walls. Vinyl-siding may be permitted, but only vinyl with an exposure of 4 ½" or less. The vinyl shall have a smooth or brushed finish and a matte or low-gloss sheen. Trim such as fascia, soffits and cornerboards shall be in an offsetting color.

## **7. ROOFING**

All roofing shall be "Architectural" style, 25 year or better asphalt or composite roofing shingles, or cedar, tile or slate roofing shingle. Three-tab style shingles are not permitted by right, but 30 year 3-tab shingles may be permitted with special approval from the developer if such use is deemed to be consistent with the design of a particular residence.

A roof pitch of 6 in 12 or greater will be required on all residences and garages, although a shallower pitch may be permitted on porches, gables or dormers.

## **8. INCOMPLETE DWELLINGS**

The exterior of any building erected on a lot and the landscaping and grading in

connection therewith shall be completed within 12 months after commencement. No structure of a temporary character, trailer, shack, tent or garage shall be used on any site at any time as a residence, either temporarily or permanently.

#### **9. BOATS, AUTOMOBILES, TRAILERS, CAMPERS, AND COMMERCIAL VEHICLES**

Parking of mobile homes, boats (including the trailer), recreational vehicles or campers over 22 feet in length, trailers, Class II trucks, heavy construction equipment, unlicensed/unregistered or derelict vehicles or any other similar property, on the premises shall be prohibited, unless parked or stored inside a garage. Such items 22 feet in length and under may be parked on the premises provided they can not be seen from the street.

#### **10. LOCATION OF UTILITIES**

The furnishing of all utility services to the rear flag lots shall be by means of underground installation. No underground storage of petroleum, oil or other substances harmful to the environment shall be permitted. Propane storage tanks servicing the residence are allowed.

#### **11. ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats or other usual household pets may be kept on lots provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance to other owners and occupants, unless specifically approved by the Developer in writing. Notwithstanding the above, horses shall be allowed on any lot consisting of 150,000 square feet or more provided they are not being used for commercial purposes.

#### **12. NUISANCES**

No noxious or offensive activities shall be carried out on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### **13. EXTERIOR STORAGE**

All equipment, trash containers, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring residences and streets except during such necessary periods as when said trash containers are made available for collection. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No dead trees or heavy brush of any kind shall be placed or permitted to accumulate for more than one (1) year upon or adjacent to any lot which will or may render the same or any portion thereof unsanitary, unsightly, offensive or otherwise detrimental to any other lot.

## **14. SIGNS**

No signs shall be erected or maintained on any lot except:

- a. Such signs as may be required by law;
- b. A residential identification sign having a total face area not larger than one hundred forty-four (144) square inches;
- c. Professional signs, not more than two (2) square feet which are otherwise permitted by the Granby Zoning Bylaws;
- d. During the time of construction of any building or other improvements, one job identification sign not larger in area than four (4) square feet;
- e. A "For Sale" or "For Rent" sign, of reasonable type, size and appearance, but only if attached to the building or free standing (and not attached to a tree); and
- f. Informational or directional signs erected or maintained by the Developer, its Successors or assigns.

## **15. ANTENNAS**

Television or other antenna structures, including dish antennas, aeriels or other electronic receiving devices shall be placed, constructed or maintained on said land only if they are under six (6) feet in height, are located in the rear yard, and are screened with fencing or plantings from the street and neighboring properties. Placement of any such structures that fall within these guidelines will require the written approval of the Developer until January 1, 2020. Notwithstanding the above paragraph the Developer reserves the right to allow the placement of electronic receiving devices on a structure. Such approval shall be in writing and shall not be unreasonably withheld.

## **16. FENCES**

No fences over six (6) feet in height or hedges over eight (8) feet in height shall be constructed. Fences shall not be allowed in front yards. "Front yard" shall refer to the yard from the rear corner of the house and continuing to the common driveway or right of way (or public way) for those accessed by such way.

## **17. EARTH REMOVAL**

No loam, sand, gravel or other solid material, except that resulting from customary landscaping or from construction permitted and approved hereunder, shall be removed from the Subject Property.

## **18. EXTERIOR LIGHTING**

No exterior lighting shall be installed so as to unreasonably interfere with or spill over onto neighboring properties.

## **19. DEVELOPER'S EXEMPTION FROM COVENANTS**

The foregoing covenants shall not apply to the business activities of the Developer, its successors or assigns during the construction and sale period, nor shall they apply to residential lots which are owned by the Developer and which remain unimproved or have not yet been conveyed.

## **20. DURATION**

The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of the Developer, its successors and assigns and all lot owners.

## **20. SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, each of which shall remain in full force and effect.

## **21. WAIVERS**

The Developer or its duly authorized delegate shall have the right to waive, alter or amend any of the foregoing restrictions in particular cases in the event it becomes necessary or equitable to do so, and the Developer or its delegate shall be the sole judge as to the propriety of such waiver, alteration or amendment. Any such waiver or any failure to enforce the restrictions herein shall not be deemed a waiver of the right to enforce the restrictions thereafter. The Developer's rights under this paragraph shall expire on January 1, 2020.

## **ARTICLE III ENFORCEMENT PROVISIONS**

### **22. ENFORCEMENT METHOD**

Enforcement of these Restrictions shall be by any proceeding at law in the District Court having jurisdiction over civil actions arising in the town of Granby or in a court of equity for Hampshire County against any person or persons violating or attempting to violate any restriction either to restrain such violation or attempted violation or to recover damages against any person or persons violating or attempting to violate these Restrictions.

### **23. DEVELOPER'S INTEREST IN RESTRICTIONS**

The Developer, being mindful of Massachusetts General Law c. 184, s. 30, hereby state that the Restrictions set forth in this Declaration are of actual and substantial benefit to the Developer; and each owner of a lot in the Subject Property acknowledges and agrees, by acceptance of a deed, that the Restrictions are of actual and substantial benefit to the Developer and all such lot owners; and that in any action to enforce these Restrictions a certified copy of these Restrictions shall be deemed admissible and admitted into evidence and shall constitute prima facie evidence that these Restrictions are of actual and substantial benefit to the Developer and such lot owners.

### **24. LOCAL ZONING PROVISIONS**

To the extent that these restrictions are less restrictive than local zoning by-law and subdivision rules and regulations for the Town of Granby then in that event the latter shall prevail.

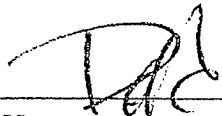
### **25. DEVELOPER EXEMPTION FROM LIABILITY**

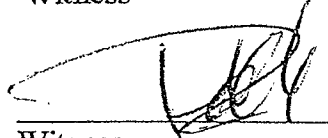
Under no circumstances shall the Developer be held responsible for any violation of the reservations and restrictions by any lot owner, or for any waiver of restrictions. The Developer may choose to grant, and each owner of a lot in the Subject Property, by acceptance of a deed thereto, assents to the within provision and he and his heirs, personal representatives and assigns shall be bound hereby.

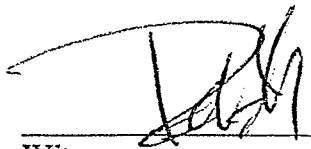
### **26. SEVERABILITY**


Invalidation of any one of the provisions contained in this Declaration by a court of competent jurisdiction shall not affect the validity of any other provision.




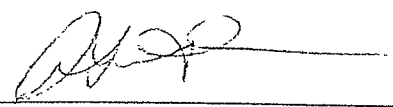
  
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Witness

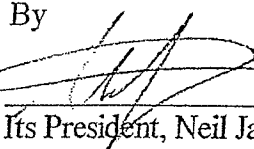
  
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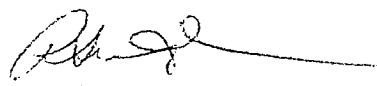
  
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Witness

  
\_\_\_\_\_  
Witness

Munsing Land Corporation  
By  
  
\_\_\_\_\_  
Is President, William J. Mullen

  
\_\_\_\_\_  
Is Treasurer, A. Stuart Fuller


Munsing Estates, Inc.  
By  
  
\_\_\_\_\_  
Its President, Neil Jackson

  
\_\_\_\_\_  
Its Treasurer, A. Stuart Fuller

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared William J. Mullen, as President for Munsing Land Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose named is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public:  
Richard H. Maynard  
My Commission Expires:  
November 28, 2008

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared A. Stuart Fuller, as Treasurer for Munsing Land Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose named is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:  
Richard H. Maynard  
My Commission Expires:  
November 28, 2008

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared Neil Jackson, as President for Munsing Estates, Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose named is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:  
Richard H. Maynard  
My Commission Expires:  
November 28, 2008

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared A. Stuart Fuller, as Treasurer for Munsing Estates, Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public:

Richard H. Maynard

My Commission Expires:

November 28, 2008

**MUNSING ESTATES  
HOMEOWNER'S ASSOCIATION MAINTENANCE AGREEMENT**

**THIS DECLARATION** made this 18th day of February, 2004 by William J. Mullen and A. Stuart Fuller, of Munsing Land Corporation, with principal offices at 75 Raymond Drive, Hampden, Massachusetts 01036, hereinafter called the "Developers", which expression shall include the assignees of the rights hereunder where the context so requires.

**WITNESSETH,**

**WHEREAS**, the Developers are the owner of real property described in Exhibit A of this declaration and desire to create thereon a residential community with permanent open spaces for drainage resources and structures, aesthetic purposes and other common facilities for the benefit of the community, and

**WHEREAS**, Developers desire to provide for the preservation of values and amenities in said community and for the maintenance of said drainage resources and structures and other common facilities designed for the common good of those residing within said community; and, to this end, desire to subject the real property described in Exhibit A together with such additions as may be made thereto hereafter to the covenants, restrictions, easements, charges and liens, hereafter set forth or otherwise set forth in the Declaration of Restrictive Covenants of even date; and

**WHEREAS**, Developers have deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administrating the community properties, services and facilities and administrating and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

**NOW THEREFORE**, the Developers declare that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to this Agreement, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration, unless the context so prohibits, shall have the following meanings:

**"ASSOCIATION"** shall mean and refer to the **"MUNSING ESTATES HOMEOWNER'S ASSOCIATION"**, which may be an incorporated or unincorporated organization to be created as determined by the Developers in accordance with this Declaration.

such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting rights. The Association shall have two classes of voting membership.

Class A: Class A members shall be all of those owners as defined in Article I who have an ownership interest in a Dwelling Unit. Class A members shall be entitled to one vote for each Dwelling Unit on a lot on which a Dwelling Unit has been constructed in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Dwelling Unit, all such persons shall be members, and the one vote for such Dwelling Unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Dwelling Unit.

Class B: Class B Members shall be the Developers as to all lots owned by the Developers whether or not a Dwelling Unit has been constructed on any such lot owned by the Developers. The Class B Member shall be entitled to one vote for each lot shown upon any recorded subdivision map of the properties, with the exception of any roadways as delineated on such map and any Common Properties as heretofore defined.

Any owner or the Developers shall have the right to vote by proxy or in person, provided that where such vote is by proxy such proxy shall be in writing signed by the owner and delivered to the Secretary of the Association at the meeting for which such proxy is to be exercised.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Dwelling Unit within the properties by acceptance of a deed for the Lot therefore, or a portion of such Lot, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association, from and after the date there is a Completed Dwelling thereon: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding the foregoing, the Developers shall not be required to pay annual or special assessments.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting services, recreation, health and safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the properties, group services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the dwelling units situated upon the Properties, including, but not limited to, the payments of taxes and

**“COMMON PROPERTIES”** shall mean and refer to those open space areas of land which are part of the real estate described in Exhibit A and as shown on a subdivision plan of the properties entitled “Munsing Estates Definitive Subdivision of Land in Granby, Massachusetts, and also any such land as shown on such plan and may be deeded to the “Association”.

**“DWELLING UNIT”** shall mean and refer to any dwelling unit erected upon any plot of land or subdivision thereof shown upon any recorded subdivision map of The Properties, with the exception of any roadways as delineated on such map and any Common Properties as heretofore defined.

**“OWNER”** shall mean and refer to the record owner of each dwelling unit, whether one or more persons or entities, of the fee simple title to any Dwelling Unit situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**“MEMBER”** shall mean and refer to all those owners who are members of the Association as provided in Article III, section 1, hereof.

**“OPEN SPACES”** shall mean and refer to those restricted areas of land within the development tract designed and intended for the common use and enjoyment of the residents of the development, it being the express intent of the Developers that such Open Spaces shall be kept in an open or natural state and shall not be built upon for any use other than drainage or for such accessory uses as deemed necessary by the Developer.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing property: the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located within the town of Granby, County of Hampshire, Commonwealth of Massachusetts, and is more particularly described in Exhibit A.

Section 2. Additions to Existing Property: Additional lands may become subject to this Declaration in the following manner:

- A. Additions in accordance with a general plan of development: The Developer, and its assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development without seeking or obtaining the approval of any owner, Member or Association.
- B. Mergers: Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, or by operation of law, its properties, rights and obligations may be transferred to another surviving or consolidated association.

## **ARTICLE III MEMBERSHIP IN THE ASSOCIATION**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Dwelling Unit which is subject by covenants or record to assessment by the Association shall be a member of the Association, provided that any

insurance thereon, and repair, replacement, and addition thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum Annual Assessments: The Board of Directors of the Association may, after consideration of current and estimated maintenance costs and future needs of the Association, fix the actual assessment for any year. Until the year beginning January 1, 2005, the annual assessment shall be not more than One Hundred Dollars (\$100.00) per dwelling unit. In each succeeding year the maximum annual assessment shall be set pursuant to the rules and regulations and by laws as adopted by the association.

Section 4. Initiation Fee: Any person or entity who purchases a Lot or any portion thereof from the Developers, shall pay at the time of the conveyance of the title to any such Lot, an Initiation Fee to the Association of \$200.00. Such Initiation Fee shall be payable only once, and only by the first purchaser from the Developers.

Section 5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, not to exceed two (2) times the annual assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of any of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting

Section 6. Change in Basis of Annual Assessments: Subject to the limitation of Section 3 hereof, the Association may change the basis of the assessments fixed by Section 3 hereof prospectively for any such periods provided that any such change shall have the assent of two-thirds (2/3 rds) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

Section 7. Quorum for Any Action Authorized Under Sections 5 and 6: At the first meeting called, as provided in Section 5 and 6 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice of requirements set forth in Sections 5 and 6 and the required quorum at any such subsequent meeting shall be one-half or the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments Due Dates: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against each Dwelling Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner or the Developers.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a Certificate in writing signed by an officer of the Association setting forth whether such assessments have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Directors shall provide, or cause to be provided, at cost, such maintenance services in support of the community as they may deem desirable, except that if 50 % of the membership requests a particular service, the Directors shall be mandated to provide such services to the community, prorating the cost back to the actual users, unless in the opinion of the Directors, the entire community benefits from the availability of the services in which case the members shall bear the cost equally.

Section 10. Effect of Non-Payment of Assessment (The Personal Obligation of the Owner): If the assessments are not paid on the date when due as specified herein, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment(s) however shall remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them, unless such successors shall have failed to obtain a certificate as described in Section 9 hereof, in which case the obligation to make payment to the Association shall be primarily that of the successors, but the successors shall retain legal rights to collect such amounts from the prior owner.


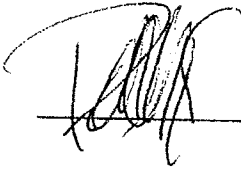


If any assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of sixteen (16%) percent per annum, and the Association may bring an action at law in any court having jurisdiction over the property against the owner personally obligated to pay the same or to foreclose the lien against the property or both, and there shall be added to the amount of such assessment the costs of such proceedings and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

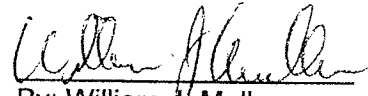
Section 11. Subordination of the Lien to the Mortgagees: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure sale under a power of sale contained in such mortgage, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, such liability and lien always being subordinate to any subsequent first mortgage.

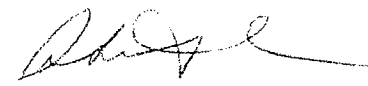
Section 12. Exempt Property: The following properties subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties and/or Open spaces as defined in Article I hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Massachusetts upon the terms and to the extent of such legally permitted exemption; and (d) all land owned by the Developer upon which no dwelling has been constructed. Notwithstanding any provisions herein, no land or improvement upon which a Completed Dwelling has been erected shall be exempt from said assessments, charges or liens.

IN WITNESS WHEREOF, the Developers have caused these presents to be executed.

  
\_\_\_\_\_  
  
\_\_\_\_\_

Munsing Land Corporation

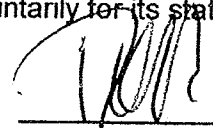
  
By: William J. Mullen,  
Its President

  
By: A. Stuart Fuller  
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

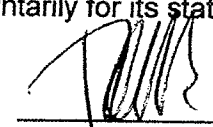
On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared William J. Mullen, as President for Munsing Land Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose named is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public:  
Richard H. Maynard  
My Commission Expires:  
November 28, 2008

COMMONWEALTH OF MASSACHUSETTS

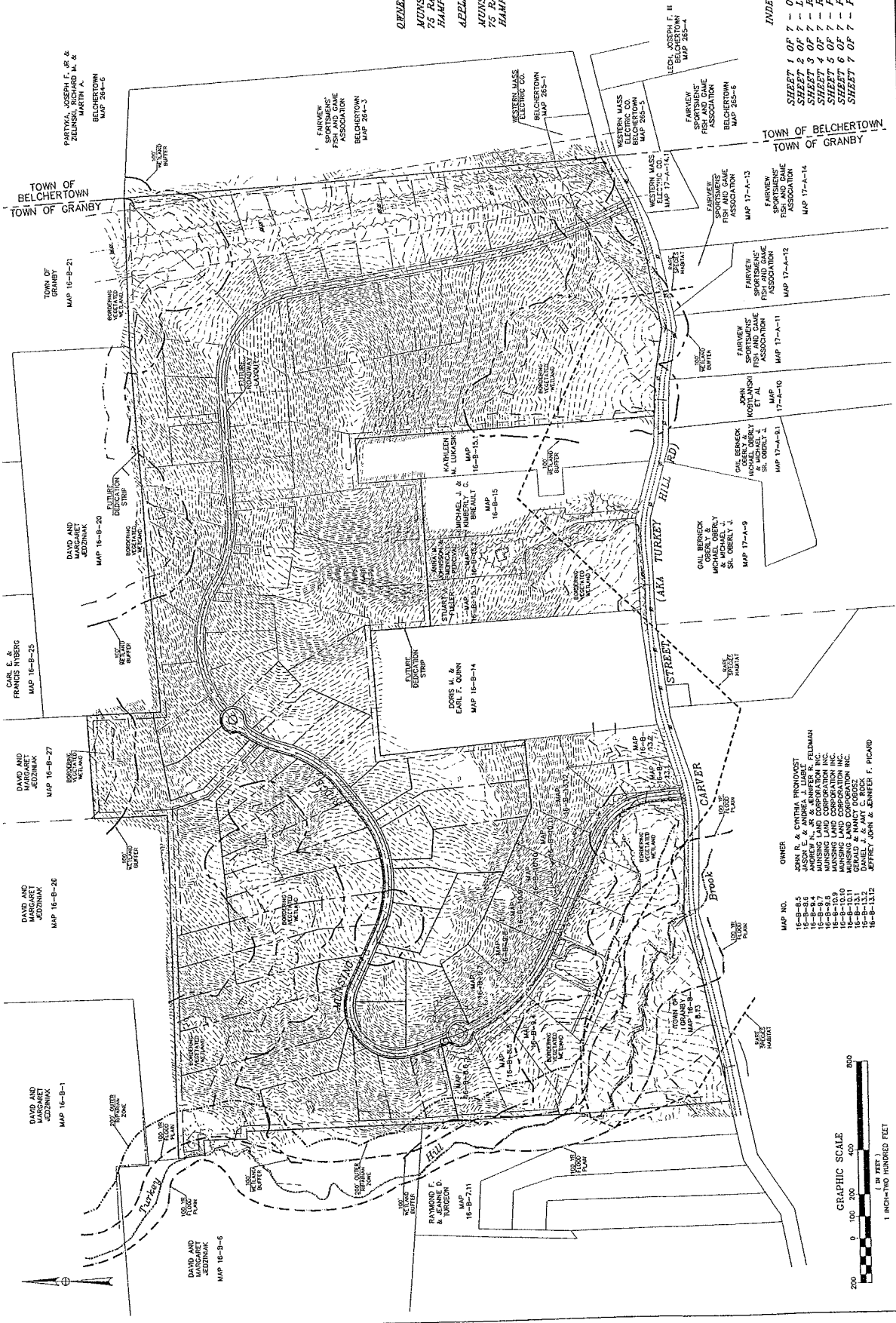
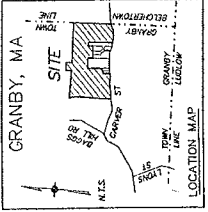
Hampshire, ss.

On this 18th day of February, 2004, before me, the undersigned notary public, personally appeared A. Stuart Fuller, as Treasurer for Munsing Land Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose named is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public:  
Richard H. Maynard  
My Commission Expires:  
November 28, 2008

## **Exhibit A**

The land situated on the northerly side of Carver Street in Granby, Hampshire county, Massachusetts, consisting of lots 1 through 14 (and excluding Lot 15) as shown on Plan of Land entitled "Definitive Subdivision Munsing Estates, Granby, Massachusetts," prepared by Roberge Associates Land Surveying, dated June 20, 2003 and recorded in the Hampshire County Registry of Deeds at Plan Book 197, Page 018.



**OWNER:**  
**MUNISING LAND CORPORATION INC.**  
 75 RAYMOND DRIVE  
 HAMPDEN, MA 01036

**APPLICANT:**  
**MUNISING ESTATES INC.**  
 75 RAYMOND DRIVE  
 HAMPDEN, MA 01036

**GENERAL NOTES:**  
 1. LAND IS ZONED RES. SINGLE FAMILY RESIDENTIAL.  
 2. LOTUS AS SHOWN CONTAINS PARCEL ASSESSORS' MAP 16 OF GRANBY.  
 3. PROPERTY LINE INFORMATION SEE PLAN BOOK 185, PAGE 32, TOPOGRAPHIC BY FRISCH ASSOCIATES.  
 4. WATER RIGHTS AS DESIGNATED BY KEVIN BROOKS.

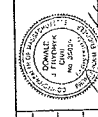
**INDEX OF SHEETS**  
 SHEET 1 OF 7 - OVERALL PLAN & ABUTTERS  
 SHEET 2 OF 7 - ROAD LAYOUT & GRADING - 1  
 SHEET 3 OF 7 - ROAD LAYOUT & GRADING - 2  
 SHEET 4 OF 7 - ROAD LAYOUT & GRADING - 3  
 SHEET 5 OF 7 - PROFILE MUNISING RIDGE - 1  
 SHEET 6 OF 7 - PROFILE MUNISING RIDGE - 2  
 SHEET 7 OF 7 - PROFILE FUTURE ROAD

PROJECT NAME  
 03140  
 SHEET NUMBER  
 1 OF 7

NEIL JACKSON  
 MUNISING ESTATES - PHASE 2  
 CARVER STREET  
 GRANBY, MA

PRELIMINARY PLAN  
 OVERALL PLAN & ABUTTERS

SCALE: HORIZ. 1"=200'  
 VERT. 1/4"=10'  
 DATE 3/27/06



REVISION: GPH  
 DRAFTING: GPH  
 CHECKED: JDE  
 APPROVED: DJF

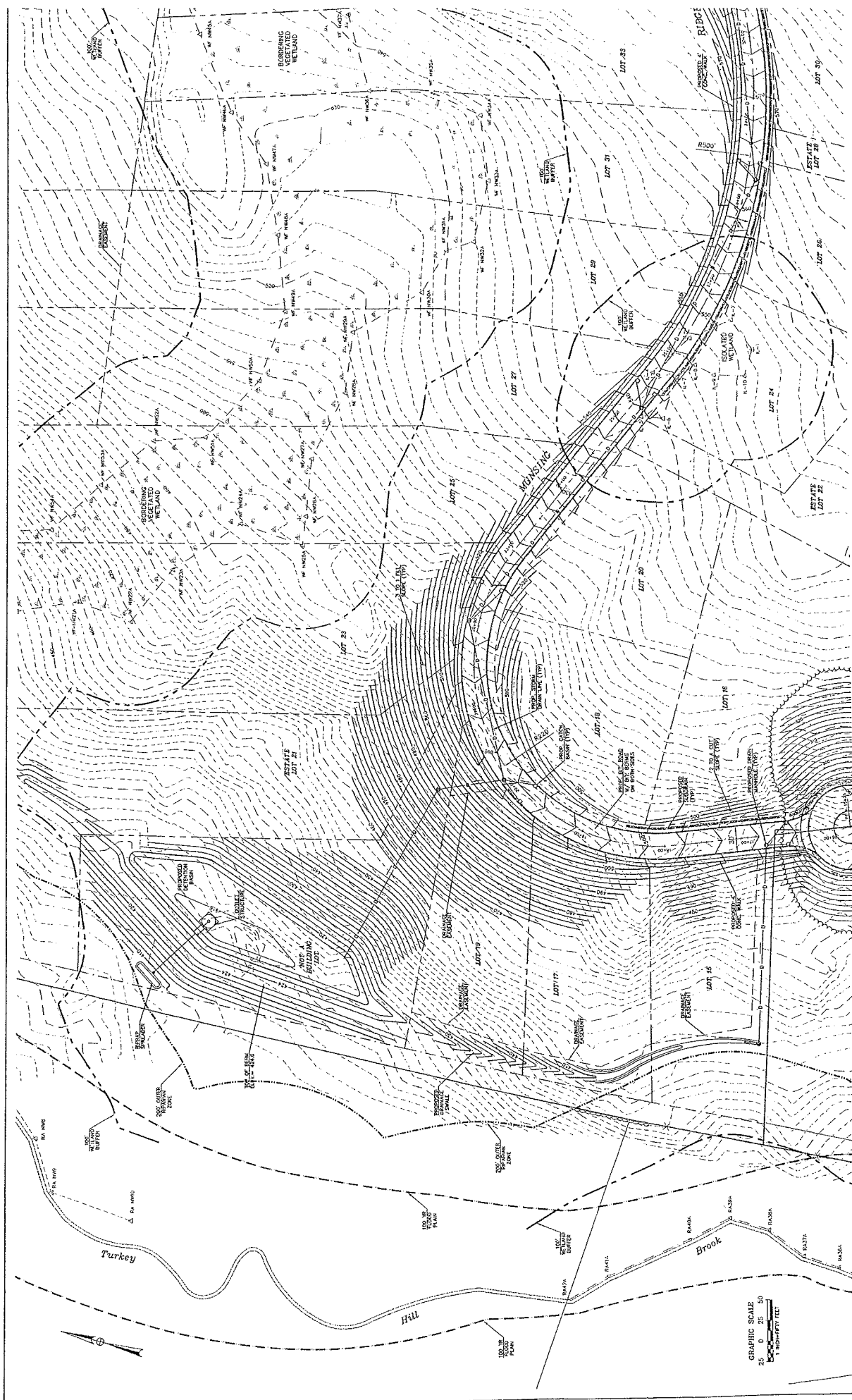
**SHERMAN & FRYDRYK**  
*Land Surveying and Engineering*  
 3 Converse Street, Suite 203  
 Palmer, MA 01069



NO.	DATE	BY	REVISIONS



D:\4282-5



GRAPHIC SCALE  
 25 0 25 50  
 1"=100' (PT)

PROJECT NUM  
 03140  
 SHEET NUM  
 3 OF 7

NEIL JACKSON  
 MUNISING ESTATES - PHASE 2  
 CARVER STREET  
 CRANBY, MA

PRELIMINARY PLAN  
 ROAD LAYOUT & GRADING - 1

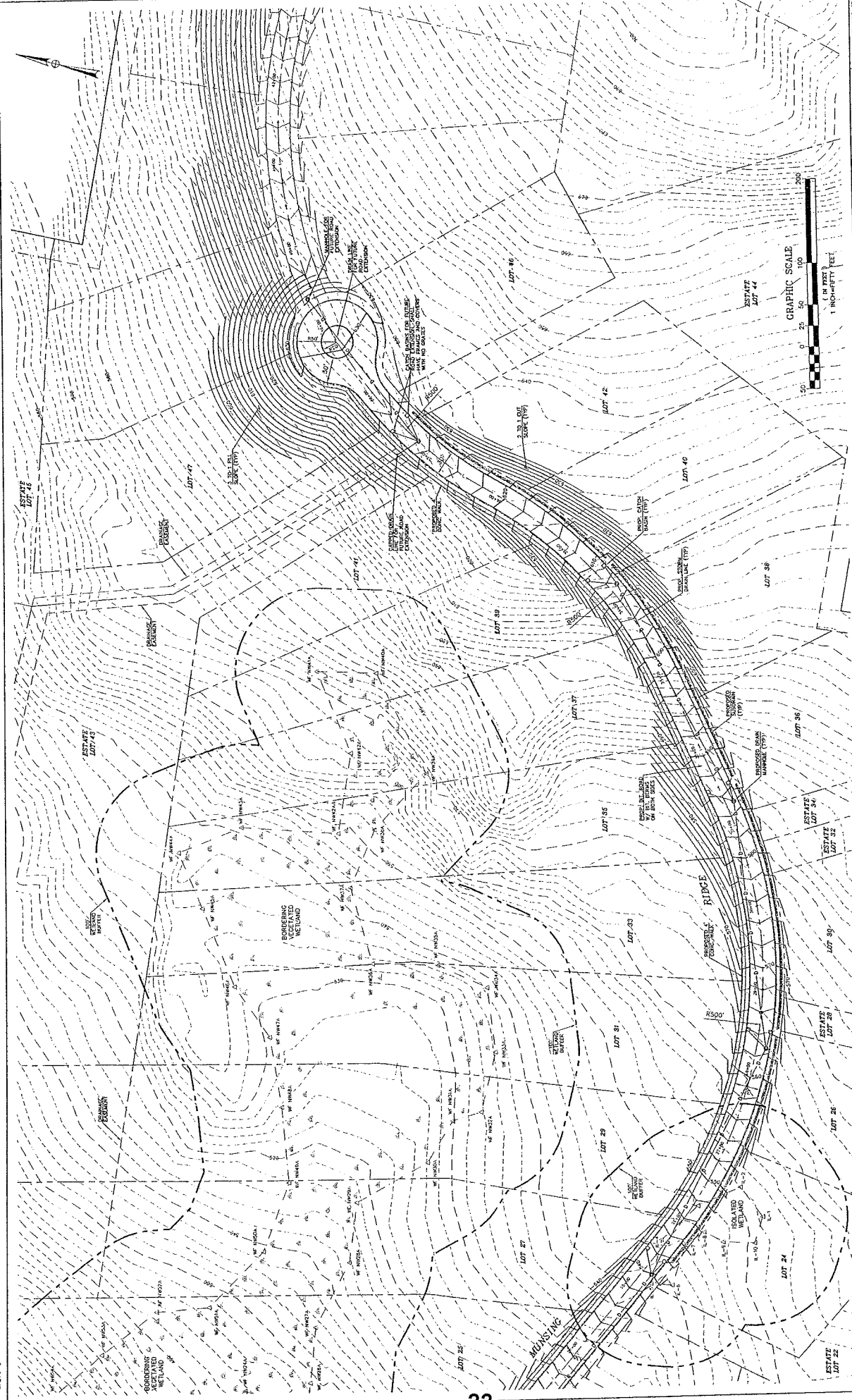
SCALE:  
 HORIZ: 1"=50'  
 VERT: 1"=4'  
 DATE: 3/22/05



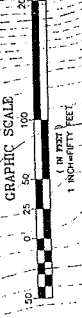
DESIGN: GPH  
 GRADING: GPH  
 CHECKED: DJF  
 APPROVED: DJF

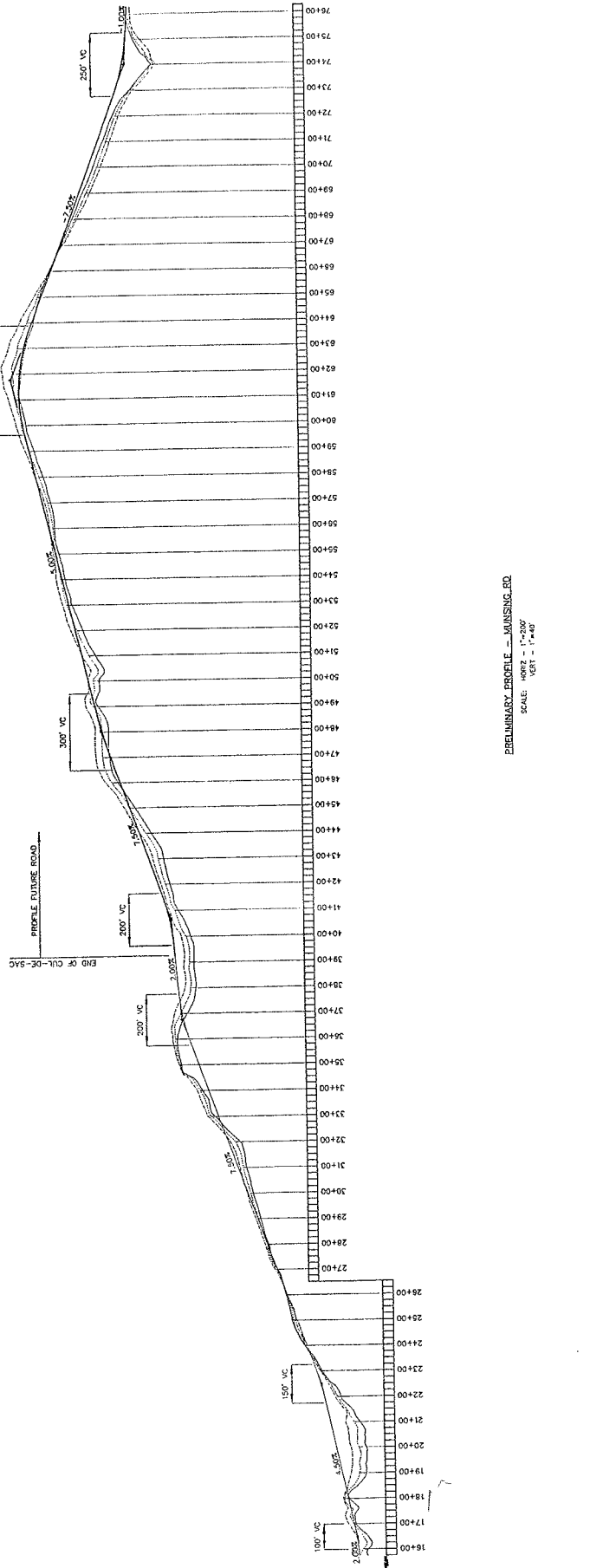
**SHERMAN & FRYDRYK**  
*Land Surveying and Engineering*  
 3 Converse Street, Suite 203  
 Palmer, MA 01069

NO.	DATE	BY	REVISIONS



PROJECT NUMBER 03140		SHEET NUMBER 4 OF 7	
NEIL JACKSON MUNSING ESTATES - PHASE 2		CRANBY, MA	
PRELIMINARY PLAN		ROAD LAYOUT & GRADING - 2	
SCALE HORIZ. 1"=50' VERT. 1/4"=10'		DATE 3/27/06	
DESIGN: GPH		CHECKED: DJF	
DRAFTING: GPH		APPROVED: DJF	
		<b>SHERMAN &amp; FRYDRYK</b> <i>Land Surveying and Engineering</i> 3 Converse Street, Suite 203 Palmer, MA 01069	
NO. DATE BY		REVISIONS	





PRELIMINARY PROFILE - MUNSING RD  
 SCALE: HORIZ - 1"=200'  
 VERT - 1"=40'

PROJECT NUMBER 03140	SHEET NUMBER 7 OF 7		
NEIL JACKSON MUNSING ESTATES - PHASE 2 CARYER STREET GRANBY, MA			
PRELIMINARY PLAN PROFILE FUTURE ROAD			
DESIGN: GPH	DRAFTING: GPH		
CHECKED: DJF	APPROVED: DJF		
DATE: 3/27/05			
SHERMAN & FRYDRYK Land Surveying and Engineering 3 Converse Street, Suite 203 Palmer, MA 01069			
NO.	DATE	BY	REVISIONS