

## VILLAGE GATE CONDOMINIUM TRUST

The following document titled; SYNOPSIS OF UNIT OWNER RESPONSIBILITY, BOUNDARIES OF UNITS, COMMON AREA AND LIMITED COMMON AREA, is provided only as a high level summarization of the Village Gate Condominium Master Deed. It is not intended to replace, revise or modify the content or intent of the Master Deed.

VILLAGE GATE CONDOMINIUM TRUST

SYNOPSIS OF UNIT OWNER RESPONSIBILITY, BOUNDARIES OF UNITS, COMMON AREA  
AND LIMITED COMMON AREA.

**Maintenance and Repair of Units (unit owner responsibility):**

The unit owners shall be responsible for the proper maintenance and repair of the units on those items that exclusively serve the unit, including and not limited to:

1. Interior finish walls, ceiling and floors
2. Windows, doors and applicable trim
3. Plumbing and sanitary waste fixtures for water and other utilities
4. Electric fixtures and outlets
5. All wires, pipes, drains and conduits for water, sewerage electric power and light, telephone and other utility services for which are contained in and exclusively serve such unit.
6. HVAC units and all of it's components. (Owners are responsible for maintaining these units cleared of leafs, ice, etc., so that it does not affect their performance).
7. Decks (rear of units). (The Trust will paint the decks when the building is being painted).

See Master Deed, Section 5.2 recorded on book 2337 page 273, copy attached

**Boundaries of the Units:**

Floors: Upper surface of concrete of the concrete flooring or the upper surface of the wood subflooring

Ceilings: The plane of the lower surface of the ceilings joists or the plane of the ceiling rafters.

Interior Walls: The plane of the interior surface of the board facing the unit or walls between the units and walls between unit and common areas.

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

See Master Deed, Boundaries of the units, recorded on book 2337 page 250, copy attached

**Common Area:**

All lawns, gardens, roads, walks, pathways, parking lots and all other areas not within the units. Those portions of the buildings not included within the boundaries of the units such as foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs, gutters, drainage and other elements attached to the buildings but not included within the units.

See Master Deed, Common Areas and Facilities, recorded on book 2337 page 250, copy attached

**Limited Common Area:**

Limited Common Area (exclusive common) means any specific common area which is reserved for the use of a certain unit to the exclusion of others Example: Attic, porch or deck or any patio or basement to which there is a direct access from said unit.

See Master Deed, Limited Common Areas, recorded on book 2337 page 252, copy attached.

LOT 3A

Village Gate Condominium

Amended Master Deed

Amendment No. I Creating Phase II In Accordance With Paragraph 11 of Master Deed.

I, Douglas A. King, Trustee of the Village Gate Trust under a Declaration of Trust dated July 6, 1983, and recorded in Bristol (No. District) Deeds in Book 2337, Page 245 (the "Grantor") being the Grantor in a Master Deed dated July 6, 1983, creating the Village Gate Condominium (the "Condominium") recorded with the Bristol (No. District) Registry of Deeds on July 8, 1983, in Book 2337, Page 248, being the sole owner of the land with the buildings and improvements thereon situated in Easton, Bristol County, Massachusetts more particularly described in Exhibit A annexed hereto and made a part hereof, by this amendment in accordance with the provisions of Paragraph 11 of said Master Deed, do hereby submit said land described in Exhibit A together with the buildings and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 183A of the Massachusetts General Laws, as amended, and do hereby state that I propose to create and do hereby create, with respect to said land, Phase II of the Village Gate Condominium to be governed by and subject to the provisions of Chapter 183A of the General Laws, as amended. Said Phase II of the Condominium shall be subject to and have the benefit of the provisions of the Village Gate Master Deed and Condominium Trust.

1. Description of the Buildings in Phase II

Until the further amendment of the Master Deed, as provided in Paragraph 11 thereof, to create a subsequent phase or phases of the Condominium, the Units of the Condominium shall be those

included within the buildings of Phase I and Phase II, said Phase II buildings and units being shown on the plans recorded herewith more specifically described in Paragraph 2 hereof. Phase II of the Condominium consists of one (1) building containing five (5) dwelling units which are designated Units 92, 94, 96, 98 and 100 on the site plan to be recorded herewith. In addition, Phase II includes two separate two-car garages which are designated Units 5A, 6A, 7A and 8A on said site plan. Said buildings and units are designated as set forth in Exhibit B annexed hereto and made a part hereof.

Units 92, 94, 96, 98 and 100 in Phase II consist of a two and one-half story wood frame building with an asphalt shingle roof. Garage Units 5A and 6A consist of a one-story wood frame building on a concrete slab with an asphalt shingle roof. Likewise, garage Units 7A and 8A consist of a one story building on a concrete slab with an asphalt shingle roof.

#### 2. Description of Units and their Boundaries in Phase II

The designation of each Unit in Phase II, a statement of its location, approximate area, number of rooms and immediate common area to which it has access, its limited common area, if any, and its proportionate interest in the common areas and facilities is set forth in Exhibit B annexed hereto and made a part hereof. The layout of each Unit in Phase II and location of the rooms therein are as shown on the plans recorded herewith and entitled "As Built Floor Plan - Lot 3A - Village Gate Condominiums - Village St. & Turnpike St. - Easton, MA", dated August 12, 1983, by Ernest W. Branch, Inc., Civil Engineers.

The boundaries of the Units and exclusive rights and easements pertaining to the Units in Phase II are as stated in Paragraph 4 of the Master Deed.

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

The owner of each unit in Phase II shall be entitled to

an undivided interest in the Common Elements of the Condominium in the percentage as set forth in Exhibit B subject to the provisions of Paragraph 8 of the Master Deed concerning further amendments of the Master Deed in accordance with the provisions of said Paragraph 8.

The Common Elements of the Condominium consist of the entire property with all the buildings and improvements thereon constituting Phase I and Phase II other than the Units as more particularly set forth in Paragraph 3 of the Master Deed.

Each Unit Owner of a Unit in Phase II shall have, appurtenant to said Unit, the exclusive right and easement to use the patio and/or deck adjacent to the Unit, subject to the rules and regulations of the Village Gate Condominium Trust.

#### 4. Floor Plans

Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the buildings in Phase II, showing the layout, location, unit numbers and dimensions of the Units, stating the designation of the building and bearing the verified statement of Robert S. Booth, Jr., 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 dwelling units are intended for residential purposes as provided in Paragraph 14 of the Master Deed. No use may be made of any dwelling unit except as provided in the Master Deed.

#### 6. Unit Owner's Organization

The Condominium will be managed and regulated by the Trustees of the Village Gate Condominium Trust, as provided in the Master Deed.

#### 7. Amendment of Master Deed

The Master Deed may be further amended in accordance with

the provisions of Paragraph 11 of the Master Deed. See plan entitled "Village Gate Condominium Phasing Plan - Plan of Land in Easton, Mass.", dated June 20, 1983, by Ernest W. Branch, Inc., Civil Engineers, to be recorded herewith.

8. Master Deed Incorporated by Reference

Each of the Units and the Common Elements in Phase II shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the by laws of the Condominium Trust and any and all rules and regulations promulgated pursuant thereto. The provisions of the Master Deed, as amended, except as the context thereof clearly applies only to Phase I, are hereby incorporated by reference into this Amended Master Deed and shall apply to Phase II and the Units and Common Elements included therein as if they had been completely set forth herein.

Witness my hand and seal this 22<sup>nd</sup> day of August, 1983.

Douglas A. King  
Douglas A. King, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

August 22, 1983

Then personally appeared the above-named Douglas A. King, Trustee, and acknowledged the foregoing instrument to be his free act and deed before me

John J. Morley  
Notary Public  
My Commission Expires: 11/22/85

Exhibit A

A certain parcel of land with the buildings thereon situated in Easton, Bristol County, Massachusetts, being shown as Lot 3A on a plan entitled "Plan of Land in Easton, Mass.", dated June 1, 1983, by Ernest W. Branch, Inc., Civil Engineers, which plan is recorded with Bristol (No. District) Registry of Deeds in Plan Book 202, Page 78. Said Lot 3A is bounded and described as follows:

Westerly, by Turnpike Street, 151.96 feet;

Northwesterly and Northerly, by Village Street by two lines measuring 59.95 feet and 83.22 feet respectively;

Northeasterly and Easterly, by Lot 4A, as shown on said plan, by three lines measuring 65.00 feet, 157.11 feet and 43.00 feet respectively; and

Southerly, by Lot 2 as shown on said plan 227.50 feet.

Said Lot 3A contains 40,001 square feet of land according to said plan.

VILLAGE GATE CONDOMINIUM  
Exhibit B

Unit No.	Approximate Area Square Feet	No. of Rooms Exclusive of Bathrooms	Limited Common Area	Access to Common Area	Percentage Interest in Common Areas and Facilities
92	2334	7	Patio, Wood Deck ME Plat.	Patio-ME Plat.	.0848
94	1885	5	Patio, Wood Deck ME Plat.	Patio-ME Plat.	.0640
96	2505	5	Patio, Wood Deck ME Plat.	Patio-ME Plat.	.0725
98	2372	6	Patio, Wood Deck ME Plat.	Patio-ME Plat.	.0755
100	2266	5	Patio, Wood Deck ME Plat.	Patio-ME Plat. Wood Deck	.0810
5A	249	1	None	Ent. - Overhead Door	.00305
6A	249	1	None	Ent. - Overhead Door	.00305
7A	273	1	None	Ent. - Overhead Door	.00305
8A	273	1	None	Ent. - Overhead Door	.00305

As additional phases are added, the percentage interest of each unit in the common areas and facilities will be reduced so that the same shall reflect the approximate relation that the fair value of the unit bears to the aggregate fair value of all of the units.

REC AUG 22 1983 AT 4 - 29 PM AND RECORDED