

SECOND AMENDMENT TO DECLARATION OF COVENANTS

Beech Hill Limited Partnership, a Massachusetts limited partnership, generally referred to as the "Owner" of the real estate commonly known as the Millbrook Subdivision, Rockland, Massachusetts, pursuant to the powers granted it under Article I Section 7 of the "By-Laws of Millbrook Homes Homeowners Association, Inc., Rockland, Massachusetts" recorded with the Plymouth County Registry of Deeds at Book 12566, Page 073 (the "By-Laws") hereby declares that the "Declaration of Covenants, Restrictions and Easements for Millbrook Homes Homeowners Association, Inc., Rockland, Massachusetts" recorded with said Registry at Book 12566, Page 058, as amended by First Amendment dated June 28, 1994 and recorded with the Plymouth County Registry of Deeds at Book 13027, Page 232 (the "Covenants"), be further amended as follows, and that the Covenants remain unchanged and in full force and effect in all other respects:

1. That the words "Lots 1-25, lots 75-77 and lots 109-113" in the first paragraph of the Covenants be deleted and that the following language be inserted in its place:

"Lots 1-25, Lots 40-45, Lot 47, Lots 65-67,
Lots 72-77, Lots 98-104, Lots 109-113, Lots
177-193 and Lots 196-200"

2. That the following paragraph be added to the end of ARTICLE IV, SECTION 2:

"Notwithstanding any provision of this Declaration of Covenants or of the By-Laws of the Millbrook Homes Homeowners Association, Inc., the annual assessments and charges shall also include a contribution to the "Pump Station Painting Reserve" from those lots that are then receiving services from the Millbrook Pump Station located on Lot 252, as such is further shown on the plan described in this Declaration of Covenants.

The contribution shall be paid only by such affected lots, in equal shares, shall be kept in a separate account and shall only be used for the painting of the pump station. The contribution amount shall be determined by the Board of Directors from time to time based on an analysis of the cost to paint the exterior of the building that houses the pump station and the projected dates that the painting will become necessary. Upon the determination of any change in the amount of such contributions, the Board of Directors shall give notice to the lots so affected at least thirty days prior to the due date of the contributions. Upon request of the Town of Rockland Sewer Commission or upon the earlier determination of the Board of Directors that the painting of the pump station building is necessary, the Board of Directors shall cause the pump station building to be painted, and the cost of such painting shall be paid from the Pump Station Painting Reserve.

In witness whereof I have hereunto set my hand and seal this

_____ day of August, 1995.

Signed and sealed
in the presence of

Beech Hill Limited Partnership
By: Beech Hill Properties, Inc.
its sole general partner

Witness

Lloyd Geisinger, President and
Treasurer

THE UNDERSIGNED ACKNOWLEDGES
AND CONSENTS TO THE FOREGOING
AMENDMENT:

Joseph J. Iantosca, Jr., as Trustee
of the Deacon Reed Realty Trust,
owner of the aforementioned lots
numbered: 40-45, 47, 65-67, 98 and
99 by deed dated June 30, 1995 and
recorded in the Plymouth County
Registry of Deeds at Book ____, Page ____.

COMMONWEALTH OF MASSACHUSETTS

SS.

, 199

Then personally appeared before me the above named Lloyd Geisinger, President and Treasurer of Beech Hill Properties, Inc. and acknowledged the forgoing to be his free act and deed and the free act and deed of Beech Hill Properties, Inc. as the sole general partner of Beech Hill Limited Partnership.

Notary Public:
My Commission Expires:

MCDe*U6*

Recorded Plymouth Registry
of Deeds at Book 14371,
Page 296 on 5/20/96

THIRD AMENDMENT TO DECLARATION OF COVENANTS

Beech Hill Limited Partnership, a Massachusetts Limited partnership, generally referred to as the "Owner" of the real estate commonly known as the Millbrook Subdivision, Rockland, Massachusetts, pursuant to the powers granted it under Article I Section 7 of the "By-Laws of Millbrook Homes Homeowners Association, Inc., Rockland, Massachusetts" recorded with the Plymouth County Registry of Deeds at Book 12566, Page 073 (the "By-Laws") hereby declares that the "Declaration of Covenants, Restrictions and Easements for Millbrook Homes Homeowners Association, Inc., Rockland, Massachusetts" recorded with said Registry at Book 12566, Page 058, as amended by First Amendment dated June 28, 1994, and recorded with the Plymouth County Registry of Deeds at Book 13027, Page 232 and as further amended by Second Amendment dated August 28, 1995 and recorded with the Plymouth County Registry of Deeds at Book _____, Page _____ (the "Covenants"), be further amended as follows, and that the Covenants remain unchanged and in full force and effect in all other respects:

1. That the words "Lots 1-25, Lots 40-47, Lots 65-67, Lots 72-77, Lots 98-103, Lots 109-113, Lots 177-193 and Lots 197-200" in the first paragraph of the Covenants be deleted and that the following language be inserted in its place:

"Lots 1-27, Lots 34-58, Lots 61-67, Lots 69-77, Lots 92-103, Lots 109-113, Lots 177-193 and Lots 197-200"

RETURN TO:
MARIANNA CASSIDY
KOTIN, CRABTREE + STRONG
ONE BOWDOIN SQUARE
BOSTON, MA 02114

In witness whereof I have hereunto set my hand and seal this

15th day of May, 1996.

Signed and sealed
in the presence of

[Signature]
Witness

Beech Hill Limited Partnership
By: Beech Hill Properties, Inc.
its sole general partner

[Signature]
Lloyd Geisinger, President and
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

May 15, 1996

Then personally appeared before me the above named Lloyd Geisinger, President and Treasurer of Beech Hill Properties, Inc. and acknowledged the forgoing to be his free act and deed and the free act and deed of Beech Hill Properties, Inc. as the sole general partner of Beech Hill Limited Partnership.

[Signature]
Notary Public:
My Commission Expires:

MC06-13rd

MARYANN C. CASSIDY
NOTARY PUBLIC
My Commission Expires February 1, 2002