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ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

SAWMILL VILLAGE

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
(the "Declaration")

THIS DECLARATION is made this 12th day of MAY, 2023 by Saw Mill Village, LLC, a Massachusetts limited liability company, having a mailing address of 4 First Street, Bridgewater, Massachusetts 02324 (the "Declarant"); and Saw Mill Village, LLC, Trustee of SAWMILL VILLAGE COMMUNITY TRUST recorded herewith ("Trust").

WHEREAS, the Declarant owns in fee simple the land designated as Submitted Land in the legal description attached as Exhibit A hereto and made a part hereof by reference and the Declarant desires to subject such land to the covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges hereinafter set forth.

WHEREAS, the Easton Planning & Zoning Board has approved the Submitted Land for use as a compact neighborhood residential development with conditions by issuance of a Special Permit recorded with the Bristol County Northern District Registry of Deeds in Book 28317 at Page 62, a copy of which is attached hereto as Exhibit C for ease of reference.

WHEREAS, the Declarant deems it desirable to protect the value and the desirability of the Submitted Land by providing for the development thereof in accordance with a common plan and to also provide for the certain upkeep of the Lots and certain shared facilities.

WHEREAS, to provide a means for meeting the purposes and intents of this Declaration and the intents and requirements of the Town of Easton, the Declarant has created the Sawmill Village Community Trust (the "Trust") whose members shall consist of all owners of the Lots within the Submitted Land.

NOW, THEREFORE, the Declarant and the Trust hereby covenant and declare, on behalf of themselves and their respective successors and assigns, that from the date this Declaration is recorded, the land designated as the Submitted Land in Exhibit A shall be held, conveyed, acquired, encumbered and occupied subject to the terms and provisions hereof, all of which shall run with the land (including all improvements thereon) and bind and inure to the benefit of all Persons (as hereinafter defined) who may now or hereafter own or acquire any right, title, estate or interest in or to any of such land, or who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Declarant or the Trust to amend this Declaration from time to time in accordance with the provisions for amendment set forth herein. The Trust accepts the responsibilities and obligations set forth herein.

ARTICLE 1

GENERAL PROVISIONS

Section 1.1 Definitions. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 6. Assessments include Annual Assessments, Additional Assessments, Individual Assessments and Special Assessments.

(2) "Builder" means Saw Mill Village, LLC and/or Coneco Building LLC.

(3) "Common Area" means, at any given time, all of the Property then owned by the Trust and available to the Trust for the benefit, use and enjoyment of the Owners. "Common Easement Area" means, at any given time, any easement available to the Trust for the benefit or use of the Owners. The Common Areas existing as of the date of this Declaration are shown on the Plans and includes Lots A, E, F, G, J, K and L and Surrey Lane, Greenbrier Lane, Cutter Drive and Coach Road.

(4) "Common Expenses" means all expenses incurred by or on behalf of the Trust, together with all sums determined by the Trustees to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Documents.

(5) "Community Building" means the Community Building which will be built on Lot E and conveyed to the Trust as required by the Town.

(6) "Declarant" means Saw Mill Village, LLC, a Massachusetts limited liability company, having a mailing address of 4 First Street, Bridgewater, Massachusetts 02324. Following the recordation of an instrument assigning to another Person all or some of the rights reserved to the Declarant under the Documents, pursuant to Section 5.2, the term "Declarant" shall mean or include that assignee. Generally, the term Declarant shall include its successors or assigns.

(7) "Declarant Control Period" means the period of time beginning on the date the Declaration is recorded and ending the earlier of: (i) the twentieth anniversary date of recordation of the Declaration provided, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or (ii) the date specified by the Declarant in a written notice to the Trust and notice of which is recorded at the Registry of Deeds that the Declarant Control Period is to terminate.

(8) "Declaration" means this Declaration for Sawmill Village made by the Declarant and recorded with the Bristol County Registry of Deeds. The term "Declaration" shall include all amendments hereto and, except when the context clearly requires otherwise, any "Supplementary Declaration". "Supplementary Declaration" means any declaration: (i) submitting additional land to the terms of the Declaration and subjecting such land to the jurisdiction of the Trust, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the land being submitted.

(9) "Design Guidelines" means the standards or guidelines developed or to be developed by the Declarant or the Trustees pursuant to Article 9.

(10) "Development Control Period" means the period of time that the Declarant is engaged in development or sales of the Property or activities relating thereto, during which time the Declarant is entitled to exercise certain "Special Declarant Rights, under the Documents. Special Declarant Rights are described in Article 5. When all the Submitted Land is owned by Owners other than the Declarant, Builder or a lender holding Special Declarant Rights, and all the Declarant's bonds, if any, held by a governmental agency with respect to the Property have been released, then the Development Control Period shall end.

(11) "Development Plan" means the general development plan or plans for the Submitted Land as may be amended from time to time. Although the Declarant intends to develop the Submitted Land substantially in accordance with the Development Plan, the Declarant reserves the right to modify the Development Plan subject only to any requirements and procedures of the Town.

(12) "Document" or "Documents" means collectively, this Declaration and the Trust, all as amended from time to time. Any exhibit, schedule, certification or amendment to a Trust Document is an integral part of that document.

(13) "Lot" means a portion of the Property which is a separate subdivided lot of record or any other parcel of Submitted Land held in separate ownership (but not including land designated as Common Area and owned by the Trust or land dedicated for public purposes), together with any improvements now or hereafter made thereto.

(14) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present or by mail ballot since votes need not be made at a meeting. Any vote of a specified percentage of Owners means that percentage with respect to the total number of votes which could be cast by Owners if all Owners were present in person or by proxy at a duly held meeting of the Owners. Any vote of a specified percentage of the Trustees (or committee) means that percentage with respect to the total number of votes entitled to be cast by Trustees (or committee members) present at a duly held meeting of the Trustees (or committee) at which a quorum is present. Any vote of or approval of a specified percentage of the Mortgagees means a vote of or approval (whether actual or presumed) by the Mortgagees calculated according to the number of votes allocated to the Lots on which a Mortgage is held by a Mortgagee. The Declarant shall be the owner of all unsold Lots shall be the owner of all Lots owned by it.

(15) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan trusts, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) which holds a first mortgage ("Mortgage") encumbering a Lot and which has notified the Trustees of its status and requested all rights under the Documents in writing pursuant to Section 13.2. Only for the purposes of the notice and

inspection rights in Articles 13, 14 and 15, the term “Mortgagee” shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (DVA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guaranteeing or insuring Mortgages which has notified the Trustees of such participation in writing (“Secondary Mortgage Market Agency”). Where the approval of Mortgagees or Secondary Mortgage Market Agencies is required, such approval means: (i) written approval; (ii) any written waiver of approval rights; (iii) a letter stating no objection; or (iv) presumptive approval if a Mortgagee or a Secondary Mortgage Market Agency does not respond to a notice by certified or registered United States mail, return receipt requested, within thirty days after the date the request for approval is transmitted in accordance with the notice requirements of the Bylaws and Sections 13.2 and 14.4.

(16) “Officer” means any Person holding office pursuant to the Trust.

(17) “Owner” or “Lot Owner” means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. The term “Owner” is also used to mean a member of the Trust.

(18) “Person” means a natural person, corporation, partnership, association, trust, limited liability company, limited liability partnership or other entity capable of holding title or any combination thereof.

(19) “Plans” means that certain set of plans entitled “Sawmill Village Site Plans”, Prepared January 28, 2020, Revised thru November 9, 2022, Prepared by Coneco Engineers & Scientists and recorded with the Bristol County Northern District Registry of Deeds in Plan Book 538 at Pages 39 thru 43.

(20) “Property” means, at any given time, the Submitted Land, together with all improvements and appurtenances thereto now or hereafter existing.

(21) “Registry of Deeds” means the Bristol County Northern District Registry of Deeds.

(22) “Rules and Regulations” means the rules and regulations governing the use, occupancy, operation, Upkeep and physical appearance of the Property adopted from time to time by the Trustees.

(23) “Submitted Land” means the land designated as such in Exhibit A and all land which is from time to time submitted to the Declaration.

(24) “Town” means Easton, Bristol County, Massachusetts. All references to approval by the Town shall mean approval by the appropriate agency of the Town.

(25) “Trust” or “Community Trust” means Sawmill Village Community Trust, and, with respect to the rights and obligations of the Trust set forth in this Declaration, its successors and assigns.

(26) “Trustees” means the executive and administrative entity established by the Sawmill Village Community Trust as the governing body of the Trust.

(27) “Upkeep” means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 1.2 Construction of Documents.

(a) Captions and Cross-References. The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used. All cross-references are to the Declaration unless otherwise indicated.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of the Documents is severable from every other provision, and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Documents, the Declaration, and thereafter the applicable Supplementary Declaration, the Declaration shall control over any other Documents. Particular provisions shall control general provisions. The provisions of the Trust shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Documents. The Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

Section 1.3. The Trust.

(a) Creation. The Trust is a Massachusetts Trust organized and existing under the laws of the Commonwealth of Massachusetts, charged with the duties and vested with the powers prescribed by law and set forth in the Documents.

(b) Membership. Members of the Trust shall at all times be, and be limited to, the Declarant and Builder (during the Development Control Period) and Owners. If more than one Person owns a Lot, then all of such Persons shall collectively constitute one Owner and be

one member of the Trust. The Declarant and Builder and each such Person is entitled to attend all meetings of the Trust. Membership in the Trust is mandatory and automatic with ownership of a Lot.

(c) Members: Voting Rights. The Trust shall have the following members and voting rights:

The Members shall be the Owners, including the Declarant and Builder during the Declarant Control Period. Members shall have one vote for each Lot owned, and such vote shall not be divided if there are multiple Owners, but, rather, cast as a whole. Lots A, E, F, G, J, K and L and Survey Lane, Greenbrier Lane, Cutter Drive and Coach Drive when added to the Trust will not have a vote and will not have an obligation to pay Common Expenses.

(d) Trustees. The Trustees are responsible for the management and upkeep of the Property and the administration of the Trust. Unless otherwise specifically provided in the Documents, all rights, powers, easements, obligations and duties of the Trust may be performed by the Trustees on behalf of the Trust.

ARTICLE 2

COMMON AREA

Section 2.1. Conveyance; Title. The Declarant shall convey the Common Area in the Submitted Land to the Trust in fee simple subject to all easements and other encumbrances then of record (including those created by this Declaration) and subject to the retained rights of the Declarant and/or Builder. The Trustees shall accept title to any real estate or personal property offered to the Trust by the Declarant and/or Builder or as directed by the Declarant and/or Builder.

Section 2.2. Regulation of Common Area. The Trustees shall have the right to regulate use of the Common Area pursuant to Section 8.3. The Trust acting through its Trustees, without Owner or Mortgagee approval may also dedicate or convey Common Area or grant easements over and through the Common Area subject to the restrictions in Section 14.4.

ARTICLE 3

EASEMENTS

Section 3.1. Utility and Development Easements.

(a) General Utility Easement. A non-exclusive, perpetual blanket easement is hereby granted to the Declarant, Builder, Sawmill Village Trust and the Town, as applicable, over, across, under, and through the Common Area and the Lots (except that no easements may be granted which run or will run under a building except to serve such building) for the purpose of: (i) inspecting, installing, constructing, operating, maintaining, repairing, replacing, restoring, improving, relocating, and/or upgrading equipment used to provide to any portion of the Property or adjacent land any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone, television and telecommunication service, whether public or private; and

(ii) ingress and egress to inspect, install, construct, operate, maintain, repair, replace, restore, improve, relocate and/or upgrade such equipment and (iii) storm water management and storm water drainage, as necessary or desirable for the orderly development of the Property. Such easement is hereby granted to and reserved by the Declarant and Builder, and granted to any Person providing the aforesaid utilities or inspecting, installing, constructing, maintaining, repairing, replacing, restoring, improving, relocating, and/or upgrading equipment related thereto. The easement with respect to storm water management and drainage is granted to the Trust, as applicable, and reserved to the Declarant and Builder during the Development Control Period. Any pipes, conduits lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by the Declarant, where contemplated on any plan approved by the Declarant, or where approved by the Trustees and, as applicable, the Town. Equipment used to provide or meter such utilities or services may be installed above ground if approved by the Declarant. The Person providing a service or installing a utility pursuant to this easement shall inspect, install, construct, maintain, repair, replace, restore, improve, relocate and/or upgrade the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition (to the extent practical) as soon as possible.

(b) Specific Development Easement Areas. The Declarant hereby reserves to itself and to its successors and assigns and to Builder, and also grants to the Trust, the right to grant and reserve easements, rights-of-way and licenses over, across, under, and through the Common Area and any Lot for the purposes set forth in Section 3.1 (a) or for any other purpose necessary or desirable for the orderly Development of the Property or if the Person inspecting, installing, constructing, maintaining, repairing, replacing, restoring, improving, relocating, and/or upgrading a utility, or providing a service, requests a specific easement by separate recordable document, then the Declarant or the Trust, acting through its Trustees, without Owner or Mortgagee approval, shall have the power to execute and deliver an instrument for such easements.

(c) Easements to Facilitate Development

(1) Easement to Facilitate Construction. The Declarant hereby reserves to itself and its successors and assigns and to Builder a nonexclusive blanket easement over, across, under, and through the Property for all purposes related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) easements for the temporary storage of reasonable supplies of building materials and equipment necessary to complete improvements; and (iii) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, trees, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(2) Easement to Facilitate Sales. The Declarant hereby reserves to itself, its successors and assigns and to Builder the right to: (i) use any Lots owned or leased by the Declarant, Builder, any other Lot with written consent of the Owner thereof, or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant, shall remain responsible for the operating expenses of any portion of any improvements on the Common Area used exclusively for the foregoing purposes); (ii) place and

maintain in any location on the Common Area and each Lot roadways, sidewalks, street lights, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features or to grant easements for the Upkeep of any of the foregoing; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion. The Trust is hereby granted an easement to perform the Upkeep of any permanent structure or landscaping installed under (ii) above.

(d) Release of Bonds. The Declarant hereby reserves to itself, and its successors and assigns and to Builder an easement and a right to grant and reserve easements or to release or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or utility company in connection with the development of the Property or the release of bonds with respect to the Property.

(e) Easement to Correct Drainage. The Declarant reserves to itself and its successors and assigns and to Builder, and also grants to the Trust, both subject to Town approval as may be applicable, an easement and right on, over and under the ground within each Lot and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance, including any necessary right of access. Such right expressly includes, subject to any applicable governmentally imposed restriction, the right to cut any trees, bushes or shrubbery, to regrade the land, or to take any other similar action reasonably necessary, following which the Declarant or Builder or Trust, as applicable, shall restore the affected property to its original condition as near as practical, if appropriate.

(f) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns and to Builder and also grants to the Trust, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portions of the Common Area.

(g) Further Assurances. Any and all conveyances made to the Trust or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to the Declarant and Builder herein shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property at this time by the Declarant and Builder. Upon written request of the Declarant or Builder, the Trust and each Owner shall from time to time sign, acknowledge and deliver to the Declarant or Builder such further assurances of these reservations of rights and easements as may be requested.

(h) Duration of Development Rights; Assignments. The rights and easements reserved by or granted to the Declarant and Builder pursuant to this section shall continue throughout the Development Control Period, unless specifically stated otherwise. The Declarant and Builder may make limited temporary assignments of its easement rights hereunder to any Person performing construction, installation or Upkeep on any portion of the Property.

Section 3.2 Trust's Powers and Rights. The Trust's exercise of the rights, powers and easements granted in Section 3.1 (a), (b), (e) and (f), which exercise shall not occur until after the Development Control Period, is subject to Section 14.4, but the time limitations on duration applicable to the Declarant shall not apply to the Trust. If the Declarant or any Owner requests the Trust to exercise its powers under this section, the Trust's cooperation shall not be unreasonably withheld, conditioned, delayed or refused.

Section 3.3. Easement for Upkeep. The Trust and any other Persons authorized by the Trustees, are hereby granted the right of access over and through any portion of the Property for the exercise and discharge of their respective powers and responsibilities including without limitation, to make inspections, to correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area to correct drainage, to perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Trust is responsible for Upkeep, or to correct any condition which violates the Documents. Each Owner shall be liable to the Trust for the cost of all Upkeep performed by the Trust and rendered necessary by any act, neglect, carelessness or failure to comply with the Documents for which such Owner is responsible pursuant to Section 12.1, and the costs incurred by the Trust shall be assessed against such Owner's Lot in accordance with Sections 6.2 and 12.1.

Section 3.4. Easement for Emergency Access. An easement over and through all or any portion of the Property is hereby granted to the Town or other governmental entity for police, fire, ambulance and other rescue and/or repair personnel in the lawful performance of their functions during emergencies.

Section 3.4(a). Easement for Public Access. An easement is hereby granted to the Town for purposes of providing access for members of the public, on foot and by vehicle, from Foundry Street to land owned by the Town adjacent to the Property. Said easement is limited to the areas shown as "Public Access" and "Public Access Nature Trail" over and through Lot L, Surrey Lane, Greenbrier Lane and Cutter Drive on the plan attached hereto as Exhibit G (the "Public Access Plan"). No public parking shall be permitted except in that area designated for parking and shown on the Public Access Plan as Public Access Parking.

Section 3.5. Easement for Use of Common Area.

(a) Use and Enjoyment. The Declarant reserves to itself and to Builder during the Development Control Period, and grants to each Owner a non-exclusive right and easement of use and enjoyment in common with others entitled thereto of the Common Area and Common Easements. Each Owner is also hereby granted a non-exclusive easement for egress and ingress and utility services (including driveway aprons and utility services) over the Common Area to the extent necessary to provide vehicular and pedestrian access to such Lot for such Owner and such Owner's household members, tenants, guests, employees, agents and invitees or for the use of such utilities. Each Owner hereby agrees that the Trust, acting through its Trustees without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area or Common Easement Area granted to the benefit of Owners or otherwise provided, however, that each Owner retains (in a location determined by the Trustees) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services for all such purposes for which streets and ways are used in the Town. The foregoing rights and easements of use and enjoyment and

access, ingress and egress and utility services shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

(b) Delegation. Subject to any Rules and Regulations and such other restrictions as may be adopted by the Trust, any Person having the right to use and enjoy the Common Area or Common Easement Area may delegate such rights (except for voting rights) to such Person's household members, tenants, guests, employees, agents and invitees and to such other Persons as may be permitted by the Trust. The easements and rights granted by this Declaration shall not, however, be enforceable by Persons to whom such easements and rights may be delegated by Owners, including without limitation the household, tenants, guests, employees, agents and invitees of any Owner. This section does not affect, however, the rights of Mortgagees in possession or court-appointed officers in possession and control of a Lot acting in the name, place and stead of Owners, or any Person's right to enforce any easements or rights granted in any lease or agreements between such Person and an Owner.

(c) Limitations. The rights and easements of enjoyment created by this section shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Documents) to all rights and powers of the Declarant, Builder or the Trust when exercised in accordance with the other applicable provisions of the Documents, including without limitation the Trust's right (acting through its Trustees) to regulate the use of the Common Area and Common Easement Area to grant easements across the Common Area and to dedicate portions of the Common Area owned in fee simple by the Trust.

Section 3.6. Limitations on Exercise of Rights and Easements.

(a) Other Easements. These easements are subject to all other easements and encumbrances of record (including those created by this Declaration).

(b) Notice; Standard. The Declarant or Builder or the Trust, as appropriate, when exercising the rights and easements granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots or the Common Area. All work shall be undertaken in a good and workmanlike manner using first class materials and promptly brought to a conclusion.

(c) Relocation. If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(d) Damage. Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practical by the Declarant, Builder or the Trust, as appropriate, or, at the option of the Declarant, Builder or the Trust, the Person responsible for such damage shall be assessed for all cost incurred, including reasonable attorneys' fees to enforce repayment. In either case, the cost of such repair and restoration shall be paid for by the Person responsible for the damage or requesting the relocation.

Section 3.7. Land Submitted by Owners Other than the Declarant. Any Person other than the Declarant or Builder submitting land to this Declaration hereby grants to the Declarant, the Trust and to each other Owner all rights, easements and other interests with respect to such land granted or reserved in this Article and shall provide such further assurances thereof as may be required.

Section 3.8. Community Facilities Easements. The Declarant hereby reserves to itself and its successors and assigns and Builder during the Development Control Period, and also grants to the Trust, an easement over and through the Common Area, and over and through any Lot. These easements shall be for the purpose of construction, installation, irrigation and Upkeep of landscaping features, including without limitation plants, turf, trees and earth berms and other earth contouring and shall include access as necessary to perform such tasks. Such easement area shall also be available for entrance features, project signage, bus stops, fencing, and associated lighting and irrigation system. This easement solely created a right but not an obligation to undertake any of the permitted work. The Owner of a Lot burdened by the easement shall not construct any improvements within the easement without the permission of the Trustees. If the Trustees so determine, then the cost of the Upkeep of these easement areas by the Trust shall be a Common Expense. Otherwise, the Owner of a Lot shall maintain the easement area located on such Owner's Lot at such Owner's own expense. Notwithstanding the foregoing, the Lot Owner and not the Declarant, Builder or Trust shall be responsible for the watering of lawns, trees and plants and other landscaping on the Lot except as provided in Section H Subsection 12 of the Rules and Regulations.

Section 3.9 Right to Record Easement Plan. Each Lot Owner and its successors and assigns by recording of a Deed and each Mortgage holder and its successor and assigns by recording of a Mortgage or Security Agreement grants to Declarant and/or builder the right without consent of any Lot Owner or Mortgage holder to record an Easement Plan depicting same or all of the Easements described in this Declaration by a Special Amendment to this Declaration or otherwise.

Section 3.10 Public Easements. Declarant reserve the right, but not the obligation, to grant easements to the Town.

Section 3.11 Access and Utility Easement for Additional Land. The Declarant reserves to itself and to its successors and assigns and Builder an easement for the benefit of for ingress and egress to and from over the streets and ways shown on the Plans for all purposes streets and ways may be utilized in the Town, and the further easement over, on or under the Property to connect to all utilities installed pursuant to Section 3.1(a) and (b) and to exercise such rights as there and in Section 3.1(c) are provided, as may be necessary, appropriate or desirable in connection with the development of whether such is submitted to this Declaration or not as provided for in Section 4.1(a).

ARTICLE 4

EXPANSION OF THE PROPERTY

Section 4.1. Expansion.

(a) By the Declarant. The Declarant hereby reserves a unilateral right, without the approval or joinder of the Trust or any Owner or Mortgagee, until the twentieth anniversary of the date of recordation of this Declaration to expand the Property from time to time without the approval of the Trust or any, Owner (except the owner of such land) or Mortgagee by unilaterally submitting all or any, portion of any located adjacent to the Property to the provisions of this Declaration and the jurisdiction of the Trust whether or not such land is owned by the Declarant. This right to expand may be terminated only upon the recordation by the Declarant of an Instrument relinquishing such right. The Declarant also reserves the unilateral right, without the approval or joinder of the Trust or any Owner (except the owner of such land) or Mortgagee, to sign and record a Supplementary Declaration, subjecting any portion of the Property to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such portion of the Property as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not record a Supplementary Declaration affecting a Lot after the conveyance of such Lot to an Owner other than the Declarant without the written consent of the Owner of such Lot. The Declarant shall add additional land in accordance with the procedures set forth in Section 4.3. There are no limitations on the right to expand except as set forth in this Article.

(b) By the Trust. Only with the written consent of the fee simple owner of such land, and upon approval by: (i) at least a Sixty-seven Percent vote of Owners; and (ii) the written consent of the Declarant during the Development Control Period, the Trust may submit any additional land to the provisions of this Declaration and the jurisdiction of the Trust, in accordance with the procedures set forth in Section 4.1(c) and subject to the limitations of Section 14.4.

(c) Procedure for Expansion. The Declarant or the Trust, as appropriate, may record one or more amendments to the Declaration submitting the land described therein to this Declaration and to the jurisdiction of the Trust ("Supplementary Declarations"). Each Supplementary Declaration shall include a legally sufficient description of the land. Any Supplementary Declaration may contain such additional provisions to this Declaration as may be necessary to reflect the different character of the land described therein and as are not inconsistent with the overall scheme of this Declaration. Upon recording a Supplementary Declaration submitting land to the Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land was originally part of the Submitted Land.

Section 4.2. Limitation On Development. Notwithstanding the foregoing, there shall be no more than forty-six buildable lots on the Submitted Land described in Exhibit A, nor more than forty-four (44) single-family homes built thereon; nor shall there be more than one Community Building built on the Common Land.

Section 4.3. Withdrawal. During the Development Control Period, the Declarant has the unilateral right, without the approval or joinder of the Trust or any Owner or Mortgagee, to sign and record an amendment to the Declaration withdrawing any portion of the Submitted Land, if such land is: (i) dedicated or is to be dedicated to public use or (ii) conveyed to a public agency; provided, however, that to withdraw a Lot not owned by the Declarant, the consent of the Owner is required.

The Declarant hereby also reserves a unilateral right, without the approval or joinder of the Trust or any Owner or Mortgagee, to withdraw any portion of the Property until such time as a portion of the Property is owned by an Owner other than the Declarant or Builder but subject to the approval of the Town, if required. The Declarant may record one or more amendments to this Declaration and Exhibit A removing the land described therein from the jurisdiction of the Trust, and upon the recordation of any such amendment, this Declaration shall thereupon cease to bind, run with or otherwise affect the real estate so withdrawn.

The Declarant may exercise the rights reserved without the approval or joinder of the Trust or any Owner (except the owner of the land withdrawn) or Mortgagee, and such right may be terminated only upon the recordation by the Declarant of an instrument relinquishing such right or upon the conclusion of the Development Control Period. There are no limitations on the right to withdraw except, to the extent applicable as set forth herein and Section 14.5.

In addition, any portion of the Property dedicated to the public may be withdrawn by the Trust upon: (i) the approval of the Trustees; (ii) the approval of the Declarant, during the Development Control Period; (iii) the approval of Owners by a sixty-seven Percent Vote of the Owners, and (iv) the approval of the owner of the land being withdrawn.

ARTICLE 5

SPECIAL DECLARANT RIGHTS: TRANSFER

Section 5.1. Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant as provided for in the Documents, and shall include without limitation the following rights: (i) to have, use, grant, reserve and terminate easements over and throughout the Property for the purpose of making improvements within the Property as provided in Article 3; (ii) to maintain models, management offices, construction offices, sales offices, customer service offices, maintenance buildings, maintenance offices or offices for similar purposes and signs advertising the Property as provided in Article 3; (iii) to remove and replace any Trustee elected or appointed by Declarant; (iv) to make unilateral amendments to the Documents as provided in Sections 4.1, 4.3 and 14.1; (v) to add additional land pursuant to Section 4.1; (vi) to withdraw Submitted Land pursuant to Section 4.3 and (vii) to exercise any other rights reserved or given to the Declarant by the Documents.

Section 5.2. Transfer of Special Declarant Rights.

The Declarant may unilaterally transfer (without the approval or joinder of the Trust or any Owner or Mortgagee) Special Declarant rights created or reserved under the Documents to (i) any Person acquiring Lots or additional land owned by the Declarant at the time of transfer or (ii) to any lender holding a Mortgage on Lots or additional land owned by the

Declarant at the time of transfer. Such transfer shall be evidenced by an instrument evidencing the transfer recorded in the Registry of Deeds. The instrument is not effective unless signed by the transferor and transferee; provided, however, that a Person or Persons may unilaterally sign an instrument to acquire some or all of the Special Declarant Rights with respect to the land acquired. Such instrument must be recorded within a reasonable time after acquisition of the land.

A successor to Special Declarant Rights held as a transferee who succeeded to those rights pursuant to a Mortgage or a foreclosure or a deed in lieu of foreclosure may declare the intention in an instrument recorded in the Registry of Deeds to hold those rights solely for transfer to another Person. Thereafter, until transferring the Special Declarant Rights to a Person acquiring title to any Lots or additional land Owned by such successor, or until such successor records an instrument assuming the right to exercise the Special Declarant Rights, that successor may not exercise any of the Special Declarant Rights other than (A) any right held to vote as the Owner or (B) to approve or disapprove (i) amendments to the Documents, (ii) dissolution of the Trust, or (iii) termination of the Declaration. So long as a successor does not exercise Special Declarant Rights (except the right to vote as an Owner) under this subsection, such successor is not subject to any liability or obligation as a declarant.

A partial transfer of Special Declarant Rights does not prevent the transferor Declarant from continuing to exercise Special Declarant Rights with respect to land retained by such Declarant. The instrument providing for a partial transfer of Special Declarant Rights shall allocate voting rights between the transferor and the transferee as such Persons shall agree among themselves or based on the number of Lots and/or square footage of additional land owned by each Declarant if not otherwise provided. Each Person having Declarant rights under the Documents has the right to transfer such rights unilaterally with respect to land owned by such Person except to the extent provided otherwise in an instrument assigning the Special Declarant Rights to such Person. If at any time the Declarant ceases to exist and has not made an assignment of the Special Declarant Rights, a successor may be appointed by an amendment to the Declaration made pursuant to Section 14.2.

Section 5.3. No Obligations. Nothing contained in the Documents shall impose upon the Declarant or Builder any obligation of any nature to build, construct, renovate, provide or warranty any improvements. The Declarant or Builder shall not be liable to any Owner or occupant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration premised upon this Declaration. This section shall not be construed to release or absolve the Declarant, its successors or assigns, from any obligation imposed by the duly adopted Bylaws of the Town or any requirement or regulation of the DEP.

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Budget.

(a) Fiscal Year. The first fiscal year of the Trust shall be the calendar year.

(b) Preparation and Approval of Budget.

(1) Prior to the beginning of each fiscal year, the Trustees shall adopt a budget for the Trust containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of any reserve due to the Trust, the management and upkeep of the Common Area and, to the extent provided in the Documents, the Upkeep of the Lots or portions thereof, the cost of administration of the Trust and other expenses that may be declared to be Common Expenses by the Documents or by a resolution of the Trustees, including without limitation services provided to the Owners, Lots or Common Area.

(2) Such budget shall also include such reasonable amounts as the Trustees consider necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles relative to Common Areas) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for). Prior to the beginning of each fiscal year, the Trustees shall make available a copy of the budget which sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining the Assessment against each Lot.

(c) Installment Payments and Due Dates. Any and all Assessments and other charges shall be a lien against each Owner's Lot as provided in Section 12.2. On or before the first day of each fiscal year, and/or on or before the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Trust, at such place as the Trustees may direct, that installment of the Annual Assessment which is due during such period. The Trustees shall establish one or more payment periods and the due dates for each such payment in each fiscal year; provided, however, that payments shall be due not less frequently than monthly unless specifically provided otherwise herein but said monthly installments may be accelerated for the year if the Owner becomes delinquent in payments or assessments. All sums collected by the Trustees from Assessments or any other source may be segregated as appropriate into an Operating Account, a Reserve Account and a Working Capital Account.

(d) Initial Assessment.

(1) The first installment of the Annual Assessment for Common Expenses shall be prorated based upon the number of days remaining in the payment period and shall be due on the date the Lot is first subject to Assessment pursuant to Section 6.2. Any additional amounts due shall be divided by the number of full payment periods (if any) remaining in that fiscal year and paid in equal installments on or before the first day of each payment period remaining in that fiscal year.

(2) Each initial purchaser of a Lot from the Declarant shall pay to the Trust at closing an "Initial Assessment" equal to three (3) month's assessments to provide necessary working capital for the Trust and this shall not be considered an advanced payment of assessments.

(e) Effect of Failure to Prepare or Adopt Budget. For the first fiscal year of the Trust following the first conveyance of any Lot to an Owner other than the Declarant or Builder, and for all fiscal years thereafter, the Trustees shall establish the Annual Assessment

against each Lot for Common Expenses. The failure or delay of the Trustees to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay their allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay Assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the final day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

(f) Pledge of Revenues. The Trustees shall have the right and power to assign and pledge all revenues to be received by the Trust, including but not limited to Annual and Additional Assessments, in order to secure the repayment of any sums borrowed by the Trust from time to time.

Section 6.2 Assessments.

(a) Purpose and Rate of Assessment.

(1) Subject to the provisions of Section 6.3, and after determining the total amount of the estimated funds required: (i) for the management and Upkeep of the Property; (ii) for services to the Lots and Owners; (iii) for the maintenance of adequate reserves; or (v) for meeting other obligations of the Trust established pursuant to this Declaration, the Documents and other maintenance agreements, easements, or governmental requirements, the Trustees shall establish an Annual Assessment for each Lot for Common Expenses, in an equal amount against all Lots which have been conveyed to parties other than the Declarant or Builder or Trust, the intent being that the Declarant, Builder and Trust shall not be responsible for assessments for Lots owned by them.

(b) Additional Assessments. In such event as the Trustees may determine that the Assessments made pursuant to Section 6.2(a)(1) are inadequate they may levy Additional Assessments on the Lots subject to Assessment. The Trustees shall give notice of any Additional Assessment to the Owners specifying the amount and reasons therefore, and such Assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or in installments, as the Trustees may otherwise determine. Such Assessment shall be a lien as set forth in Section 12.2 and the personal liability of the Lot Owner.

(c) Individual Assessments. The Trustees shall have the power to assess an Owner's Lot individually: (i) for the amount of any costs, including reasonable attorneys' fees incurred by the Trust pursuant to Section 7.2(a) in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Section 12.1 (h); (iii) for any costs incurred by the Trust because of any violation or negligence for which that Owner is responsible under Section 12.1; and (iv) for contractual charges levied pursuant to Section 6.2(d). Each such Assessment shall be due within ten days after notice thereof is given to the Owner unless the notice specifies a later date. Such Assessment shall be a lien as set forth in Section 12.2.

(d) Optional Expenses. Upon request, the Trust may provide certain services to Owner (including the Declarant) on a contractual basis; provided, however, that the charge for such services shall be assessed against such Owner's Lot in accordance with the terms of the contract.

(e) Reserves. The Trustees shall build up and maintain reasonable reserves for working capital, contingencies and replacements. As to each separate reserve account:

(1) Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, shall be charged first against the appropriate reserves to the extent that there is no adverse tax consequences of doing so. Except for expenses for normal Upkeep shown in the Annual operating budget, all expenses for repair and replacement of physical assets maintained by the Trust shall be charged first against the appropriate reserves to the extent there is no adverse tax consequences of doing so.

(2) If regular Annual Upkeep extends the useful life of components so that reserves are excessive, the reserves may be adjusted by reallocation to other budget items or by distribution to each Owner in equal shares.

(3) If the reserves are inadequate to meet actual expenditures for any reason then the Trustees shall, in accordance with Subsections 6.2(b) and (g), levy an Additional Assessment against the Lots.

(g) Surplus and Deficit.

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Trustees: (i) be placed in reserve accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Owners; (iii) be credited to the next periodic installments due from Owners under the current fiscal year's budget, until exhausted, or (iv) be distributed to each Owner (including the Declarant and Builder as to any Lot or Lots for which Declarant or Builder is paying Common Expenses) in equal shares.

(2) Unless the budget for the next two succeeding fiscal years can be and are adjusted to amortize the deficit during such fiscal years, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an Additional Assessment in accordance with Section 6.2(b); provided, however, that during the Declarant Control Period the Declarant may, but is not obligated to make up any net shortage (expenses and/or reserves) in the Trust's budgeted operating income over the Trust's ordinary operating expenses as provided in Section 6.3. The Declarant may, but is not obligated, provide this deficit funding by the provision of in-kind services or materials or both.

(h) Lots Added During the Fiscal Year. Notwithstanding any other provision of this Article, whenever any Additional Land is added, the Assessment against each Lot being added (other than unoccupied Lots which are owned by the Declarant or Builder and exempt from Assessment in accordance with Section 6.3) shall be calculated in the same manner and be due in the same number of installments as the Assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall

pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to Assessments and the due date of the next installment. Such proration of the Assessment due for any Lot added shall be based upon the total Assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the final installment to be paid by the Owner of any Lot added.

Section 6.3. Assessment Against Lots Owned by the Declarant. Lots and unsold dwellings owned by the Declarant and/or Builder which have never been occupied shall not be subject to assessments or common expenses.

Section 6.4. Liability for Common Expenses.

(a) Owner Liability. Each Owner of a Lot shall pay to the Trust all Assessments and other charges assessed by the Trustees pursuant to the provisions of this Declaration. Each Owner shall also be personally liable for all Assessments against such Owner's Lot. No Owner shall be exempted from liability for Assessment by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot or by temporary unavailability of the Common Area. Nor shall any Owner be entitled to any off-set, deduction of credit for any sum claimed due to the Owner by the Trust. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance by such Owner of such Lot, provided that prior to or at the time of any such conveyance, all liens, unpaid charges and Assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid Assessments against the latter up to the time of such recordation not to exceed the amount shown on a Statement of Common Expenses plus all accruing late charges, interest and collection costs, including attorneys' fees, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor. Any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Section 6.6

(b) Mortgagee Liability. Except as provided in the next sentence, each holder of a Mortgage who comes into possession or ownership of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the date such person comes into possession or ownership thereof, and except for claims for a pro rata share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes title. If the Trustees substantially comply with the provisions of Massachusetts General law Chapter 183A, § 6, as if the Assessments were condominium common expenses, the priority therein accorded to the lien shall here apply, meaning and intending to make applicable said statute, or any replacement or amendment thereof.

Section 6.5. Collection of Annual Assessments. Any Assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and may accrue a late charge in the amount of Twenty-Five Dollars (\$25.00) and an additional \$25.00 per month or such other greater amount as may be established from time to time by the Trustees. The Trustees shall take prompt action to collect any Assessments due from any Owner which remain unpaid for more than sixty days after the due date for payment thereof. The late charge is in addition to the Trust's other enforcement powers and remedies pursuant to Article 12 including, but not

limited to, the Trust's power to assess attorneys' fees incurred in enforcing the lien and said amounts shall constitute a lien against the Lot and shall be the personal liability of the Lot Owner.

Section 6.6. Statement of Common Expenses. The Trustees shall provide any Owner, purchaser or Mortgagee, within ten days after a written request therefore (or within such other time period as may be required by law), with a written statement of all unpaid Assessments due with respect to a specific Lot (or a statement that the amount of unpaid Assessments is zero) ("Statement of Common Expenses"). The Trustees may impose a reasonable charge for the preparation and provision of such statement.

ARTICLE 7

OPERATION OF THE PROPERTY

Section 7.1. Upkeep by Trust.

(a) General. The Trust shall be responsible for the management and Upkeep of all of the Common Area and Common Easement Areas, including without limitation (i) Upkeep of all open areas, including grass cutting, landscaping and lawn maintenance to the extent provided for in the Trust and/or the Rules and Regulations; (ii) Upkeep of the private streets and roadways and common area parking areas, including snow and ice removal of the Common Area; (iii) Upkeep and operation of all Recreational Facilities located on the Common Area; and (iv) Upkeep of all other improvements located thereon. The cost of such management and Upkeep shall be charged to Owners as a Common Expense. The driveway aprons, driveways and utility laterals shall be maintained by the Owner of the Lot served or, if so determined by the Trustees, by the Trust at such Owners expense. Except as provided in the sentence above, the Trust shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Documents for easement areas pursuant to Article 3 or other areas described in the Documents or separate easement agreements. Notwithstanding the general provisions for Upkeep of Common Area set forth in this section, other specific responsibilities for Upkeep and allocations of the costs of Upkeep shall be determined by any provisions therefore included in a Supplementary Declaration or as part of any easement for a portion of the Property. If the Trustees determines that certain Upkeep was necessitated by the negligence, misuse or misconduct of an Owner or for which an Owner is responsible pursuant to Section 12.1, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Sections 6.2(c) and 12.1 (h).

(b) Storm Water Management. The Upkeep of any storm water management facilities, structures and easements on or serving the Property, including those located on Lots, shall be performed by the Trust and shall be a Common Expense, including the following on any Lot: the removal of debris and other matter where such debris or matter has impeded or threatens to Impede the free flow of storm water through drainage facilities and structures. Owners shall notify the Trust of (i) any defects in, with, or surrounding any drainage easements, facilities and structures; and (ii) any excessive erosion within the area of any drainage easements, facilities and structures. The Trust shall have easements pursuant to Sections 3.1, 3.2 and 3.3 to enter upon any Lot to the extent necessary for Upkeep of such drainage facilities and structures. The Upkeep and maintenance of the storm water management system shall be completed in accordance with strict requirements of the guidelines set forth in Exhibit "B" attached hereto and made a part hereof.

(c) Entrance, Features, Signs and Rights-of-Ways. The Trustees shall also provide for the Upkeep of any center roadway islands, road frontage (including public rights-of-way to the extent not maintained by the appropriate governmental authorities and to the extent permitted by the appropriate governmental authorities) and sidewalks within the Property, such Upkeep to include without limitation: (i) entrance features; (ii) sidewalks and paths; (iii) project, street, traffic and directional signage and accessories, including poles; (iv) bus stops; (v) street lights and accessories, including poles; (vi) landscaping and associated lighting and irrigation systems, if any, and street pavement area. The Trust shall also maintain the items listed above located within the Property to the extent such items are not maintained by a governmental authority or others or to the extent required and permitted by the appropriate governmental authorities.

(d) Town of Easton Requirements. The Trust, Trustees and Owners shall be responsible for compliance with all restrictions, requirements, regulations and conditions of the Town, including, but not limited to the restrictions, requirements, regulations and conditions set forth in the Special Permit issued by the Town of Easton Planning & Zoning Board attached hereto as Exhibit "C" which shall be considered covenants running with the Submitted Land and shall be perpetual and any perpetual restrictions contained in those permits and approvals issued by the Easton Conservation Commission.

(e) Other Features. The Trustees shall also provide for the Upkeep of any emergency access road(s) and any open space areas as shown on the Plans for use according to the easement granted under Section 3.9 or as otherwise required.

Section 7.2 Upkeep by Owners.

(a) Individual Upkeep. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition including without limitation, all necessary grounds maintenance and snow removal, except as provided otherwise in this Declaration or otherwise in a Supplementary Declaration or in the Rules and Regulations and/or Design Guidelines. Each Owner shall repair, maintain and replace the driveway, driveway apron and utility laterals serving each Owner's Lot, even if located on Common Area. Each Owner shall perform these responsibilities in such a manner as shall not unreasonably disturb or interfere with the reasonable enjoyment by the other Owners of their Lots. Driveways shared by two or more Lots shall be jointly repaired, maintained and replaced by the Owners of the Lots served thereby as provided in Article 17. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as when acquired (normal wear and tear excepted) and in a neat and orderly condition, consistent with any such Rules and Regulations as the Trustees may promulgate, then the Board may give notice to that Owner of the condition complained of, describing generally the action to be taken to rectify the condition. If the Owner fails to take the actions specified or to otherwise rectify the condition within ten days after the date the notice is given, or such other period as may be described in the notice if the circumstances warrant a different period, the Trustees shall have the right, but not the obligation, pursuant to Sections 3.3 and 12.1(f) and any resolutions adopted by the Trustees, to rectify that condition by taking action (or by causing action to be taken) as was generally described in the notice. The costs incurred by the Trust in rectifying the condition and all attorneys' fees shall be assessed against such Owners Lot in accordance with Sections 6.2(c) and 12.1. The Owner shall immediately reimburse the Trust for such expenses.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements by the Trustees shall be substantially similar to the existing construction and installation and shall be of first-class quality, but may be made with contemporary materials. The method of approving payment vouchers for all repairs and replacements made by the Trust shall be determined by the Trustees.

Section 7.4. Additions, Alterations or Improvements by the Trustees. Any capital additions, improvements or replacement items or items of Upkeep may be made by the Trustees without approval of the Owners and the cost thereof shall constitute a Common Expense.

Section 7.5. Disclaimer of Liability. The Trustees, the Trust, any Owner and the Declarant and Builder shall not be considered a bailee of any personal property stored or placed on the Common Area (Including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto. The Trust shall not be liable for any failure of or interruption to the water supply or other services to be obtained by the Trust or paid for as a Common Expense, if any, or for personal injury or property damage which is caused by the elements or by any Owner or any other Person, or which results from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any Assessment shall be claimed or allowed for inconvenience or discomfort or relieve any insurer of its contractual obligations under any policy benefiting the Trust or an Owner.

Section 7.6. Services to Owners. The Trust may, in the sole discretion of the Trustees, provide additional services to Owners (including the Declarant or Builder), on a contractual basis at the request of such Persons. The charges for such services shall be assessed against the Lot of the Owner.

ARTICLE 8

RESTRICTIONS ON USE OF LOTS AND COMMON AREA; RULES AND REGULATIONS

Section 8.1. Permitted Uses. No Lot shall be used for other than single-family residential purposes which are permissible under the Town Zoning Bylaws. Notwithstanding the foregoing, nothing in the Documents shall be construed to prohibit the Declarant or Builder from using any Lot owned by the Declarant or Builder (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area as may be desired by the Declarant or Builder for the purposes of developing the Property and marketing any of the Lots or for offices, maintenance buildings or storage.

Section 8.2. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Lots, the Homes and the Common Area shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

(a) Number of Occupants. No Home may be permanently occupied by more than four (4) occupants per Home unless approved by the Board.

(b) Architectural Integrity. The architectural integrity of the Lot(s) and the Homes shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, antenna (except for antennas and satellite dishes permitted by the Telecommunications Act of 1996 and the orders and regulations of the Federal Communications Commission, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Home or Lot, or any part thereof or upon any Common Areas; and no painting, attaching of decalomania or other decoration shall be done on any exterior part or surface of any Home nor on the interior surface of any window without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict an Owner's right to decorate his Home, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Home, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict an Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Home; provided, however, that such shall not adversely affect the structural integrity of the Home nor overload the Home's systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; and (3) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

(c) Pets. Customary domestic household pets may be kept in any Home pursuant to the restrictions and regulations contained in the Trust; provided, however, (1) that such pet(s) are in no greater number than three (3) pets per Home, so as to maintain appropriate peaceful enjoyment of the Community by all residents there at, (2) that no such pets are raised or bred for commercial and/or remunerative purposes, (3) any such pets must be properly vaccinated as well as spayed; (4) no dog houses or dog runs shall be erected or used on the Lot; (5) that any dog properly licensed by the Town and that the Owner shall adhere to the so-called leash laws of the Town; (6) that the Owner is responsible for the prompt and proper disposal of their pets waste matter; (7) the term "domestic animals" shall be dogs, cats, birds, ferrets and related animals; (8) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations; (9) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine; (10) any such pet(s) are duly registered with the Trustees and (11) the Trustees may issue fines or order the removal of pets from the Home and community for repeated violations of the foregoing at the sole expense of the Owner subject to the due process provisions of this Declaration, the Trust and/or Rules and Regulations, if any. Moreover, the conduct of such pet(s) upon the Lots and Common Areas is subject to rules and regulations adopted from time to time by the Trustees.

(d) Use and Maintenance. No Lot or Home shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Declaration, the Trust or any Rules and

Regulations promulgated pursuant thereto and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Owners and residents.

(e) Nuisance. No nuisance shall be allowed in or upon the Lots, Homes or Trust Property nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the property by its residents.

(f) Laws, Orders and Rules. No legally immoral, improper, offensive, or other unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Lot or Home shall be eliminated by and at the sole expense of the Owner of said Lot or Home and those relating to the Common Area shall be eliminated by the Trustees, except as may be otherwise provided for herein.

(g) Use of Common Area. No use of the Common Area shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Lots and Homes.

(h) Detraction from Value. No Lot or Home shall be maintained or used in such a manner as to detract from the value of the other Lots or Homes or the Community as a whole.

(i) Town Requirements. Each Owner shall be responsible for adhering to all requirements of the Town.

(j) No Waste. Nothing shall be done or kept on the Property which will increase the amount of insurance for the Common Area without the prior written approval of the Trustees; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Property.

(k) Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning and other ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Trust or the Declarant or Builder, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Trust, then the cost of such compliance shall be a Common Expense.

(l) Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, gases or other substances into the atmosphere (other than normal residential emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquids, solid wastes or other harmful matter into the ground, sewer or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any

portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

(m) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(n) Obstructions. No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person lawfully on any portion of the Property. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area or Common Areas without the approval of the Trustees. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Trustees or the Declarant during the Development Control Period.

(o) Trust Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots or provided for in any easement. The improvements located on the Common Area, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Trustees, and then only on a temporary basis. No other Person, other than the Trustees, shall engage or direct any employee of the Trust, if any, on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Trust.

(p) Home Businesses. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided however, that an Owner may maintain an office or home business in the dwelling on such Owner's Lot if: (i) such office or business generates no significant number of visits or unreasonable parking usage (as determined by the Trustees) by clients, customers or other persons related to the business; (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure; (iii) such is in compliance with local zoning ordinances use.

(q) Signs. Except for such signs as may be posted by the Declarant for promotional or marketing purposes or by the Trust, no signs of any character shall be erected, posted or displayed in a location that is visible from the neighboring property that does not comply with Design Guidelines without the prior written approval of the Trustees.

(r) Landscaping; Utility Lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or private streets and roadways. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be permitted

subject to the Rules and Regulations and Design Guidelines. Except for hoses, temporary lines and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground except for those located in easements existing prior to the recordation of this Declaration or as approved by the Declarant, during the Development Control Period, or the Trustees thereafter.

(s) Temporary Structures. No structure of a temporary character, and no temporary trailer, tent, shack, barn, pen, kennel, run, stable or other temporary accessory building shall be erected, used or maintained on any Lot except in connection with construction or marketing activities by the Declarant or Builder without the prior written approval of the Trustees.

(t) Antenna and Satellite Dish. No exterior antenna except as otherwise permitted by the Telecommunications Act of 1996 and the regulations and orders promulgated by the Federal Communications Commission relating thereto, no exterior antenna or satellite dish shall be maintained upon the Property unless the consent of the Trustees is obtained. Notwithstanding the foregoing, the Trustees may install and maintain antenna, satellite dishes or similar equipment on the Common Area to serve the Property. Antennas permitted by applicable law shall be installed in compliance with such Rules and Regulations as the Trustees may establish from time to time.

(u) Fences. No fence shall be installed on any Lot unless approved by the Trustees.

(v) Hunting. No hunting or trapping of any kind or discharge of any weapon or similar device shall be permitted.

(w) Mining. No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(x) Lighting. No exterior lighting on a Lot shall be directed outside the boundaries of such Lot except for required street and parking area lighting; typical residential flood lights or other reasonable residential lighting shall be permitted. Holiday lighting is permitted.

(y) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail daily, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

(z) Garages. No garages shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the addition of replacement garages unless approved by the Trustees and, if necessary, the Town.

(aa) Construction and Upkeep Activities. This section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is performed and carried out: (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not materially violate the rights of any Person under other provisions of this Declaration; (iii) in accordance

with all applicable restrictions in any Rules and Regulations, the resolutions of the Trustees and the other provisions of this Declaration; and (iv) subject to any appropriate governmental permit. The Trustees may approve temporary structures for construction purposes which may otherwise be in violation of the Documents or the Rules and Regulations.

The foregoing restrictions shall be for the benefit of the Owners and the Trustees, and may be administered on behalf of the Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Owner, or person occupying a Home, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Owner, for the recovery of damages, or for injunctive relief, or both.

Section 8.3. Rules and Regulations. The Trustees shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof and the actions of the Owners and occupants which affect the Property, which may supplement, but may not be inconsistent with the provisions of the Documents. For the purposes of interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Property within the public rights-of-ways or otherwise to the extent an Owner or occupant's actions affect the appearance of the Property. Rules and Regulations governing the actions of Owners or occupants on land adjacent to the Property shall be consistent with and reasonably necessary to the maintenance of a uniform quality of appearance for the Property. Copies of the Rules and Regulations shall be furnished by the Trustees to each Owner. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Trustees may issue exceptions to any prohibitions expressed or implied by this Article, for good cause shown. The Trustees may alter amend, modify or rescind any rule or regulation duly adopted by the Trustees. The initial Rules and Regulations are attached hereto as Exhibit "D".

Section 8.4. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Documents, neither the foregoing restrictions in this Article nor the Rules and Regulations of the Trust shall apply to any otherwise lawful acts or omissions of the Declarant or Builder during the Development Control Period.

Section 8.5. Leasing and Resale of Lots.

(a) Leasing. No dwelling or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than one year. No portion of any dwelling (other than the entire dwelling) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the lessee to comply with the Documents; and (ii) providing that failure to comply constitutes a default under the lease. The Trustees may suggest or require a standard form provision for use by Owners. All leases shall contained the following notice, in capital letters, double spaced:

THE HOME BEING LEASED UNDER THIS LEASE IS LOCATED IN A
HOMEOWNER ASSOCIATION. THE COMMUNITY IS OCCUPIED BY THE

INDIVIDUAL OWNERS OF EACH HOME AND LOT (EXCEPT FOR CERTAIN HOMES, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE COMMUNITY ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY. THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE SAWMILL VILLAGE COMMUNITY TRUST, THE DECLARATION OF TRUST OF THE SAWMILL VILLAGE COMMUNITY TRUST, THE RULES AND REGULATIONS THERETO AND DESIGN GUIDELINES, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE SAWMILL VILLAGE COMMUNITY TRUST (WHO ARE ELECTED BY THE OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, ATTORNEYS' FEES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

The foregoing provisions of this subsection, except the restriction against use or occupancy for hotel or transient or revolving use purposes, shall not apply to Lots owned by the Trust, by the Declarant or Builder or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(b) Resale.

(1) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the provisions of this Declaration, as well as any applicable Supplementary Declaration. Notwithstanding a failure to include a

reference to this Declaration in a deed or instrument transferring title to a Lot, the covenants, restrictions, easements, conditions, charges and liens set forth herein shall encumber the Lot as though reference thereof was set forth in such deed or instrument.

(2) Notification. The seller of a Lot shall notify the Trustees of the name, address and telephone number of the purchaser and the scheduled date and place the conveyance will be accomplished. A purchaser shall provide the Trust with such information as it may reasonably require to efficiently perform its functions including the name of the purchaser's mortgage holder.

(3) Documents. The Trustees shall, upon such notification by a seller of a Lot, and upon payment of a reasonable fee, furnish the purchaser with copies of the Documents.

Section 8.6. Resubdivision. A Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot, only with the prior written approval of the Declarant, during the Development Control Period, or the Trustees thereafter, and with any required approvals by the Mortgagees of the affected Lots and the appropriate governmental authorities. This section is not intended to require the approval of the Declarant or the Trustees to leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, or deeds granting any easement, right-of-way or license to any governmental or public entity, utility, the Trust or the Declarant or Builder for any purpose.

ARTICLE 9

ARCHITECTURAL REVIEW

Section 9.1. Architectural Covenants Enforcement.

(a) Duty. The Trustees shall, among its duties, attempt to reasonably assure that the Property shall always be maintained in a manner (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or tenants'), household members, guests, employees, agents and invitees.

(b) Powers.

(1) The Trustees shall regulate the external design, signage, appearance, use and Upkeep of the Property; provided, however, that the Trustees shall not have the power to regulate the activities of the Declarant or Builder on the Common Area or any Lot owned by the Declarant or construction on any Lot which has been approved by the Declarant during the Development Control Period; and provided, further, that the Trustees shall not have the power to review initial construction on the Property.

(2) The Trustees may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Trustees shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed

by an Owner. Such fees shall be assessed against the Lot owned by the Owner making application; provided, however, that the Trustees shall inform the applicant Owner of an estimate, to the best of their knowledge, of the potential fees before incurring or assessing such fees and the Owner shall have the option to withdraw such Owner's application.

(3) The Trustees shall have the power pursuant to Section 12.1(h) (upon petition of any Owner or upon its own motion) to impose reasonable charges and attorneys fees and fines upon, and issue a cease and desist request to, an Owner, such Owners tenant and such Owner's (or tenant's) household, guests, employees, agents and invitees whose actions are inconsistent with the provisions of the Documents or the Rules and Regulations.

(4) The Trustees shall from time to time provide interpretations of the Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner. The Trustees may publish and record such interpretations in order to establish precedents for application of the Documents or the Design Guidelines or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(5) The Trustees may adopt Design Guidelines for the construction of improvements and the repair and maintenance of the Lots. Such Design Guidelines approved by the Trustees (as the same may be amended by the Trustees from time to time) are hereby incorporated by this reference and shall be enforceable as if set forth herein in full.

(c) Variances. The Trustees shall not have the right or power, either by action or failure to act, to waive enforcement or grant variances or exceptions from written Design Guidelines without a specific finding stating the variance or exception in a written instrument which shall be part of the records of the Trust. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply.

Section 9.2. Architectural Review During the Development Control Period. During the Development Control Period, architectural review shall be performed by the Declarant.

(a) Initial Construction. The Declarant shall have the right to adopt all initial Design Guidelines for the Property and review and approve or disapprove the plans for the initial construction of any structure to be located on the Property, including without limitation the site development plan, architectural design, architectural materials, landscaping plans, minimum square footage, non-structural improvements and general appearance, in order to ensure the quality and compatibility of style of all the improvements to be located on the Property during the Development Control Period. Such Design Guidelines are hereby incorporated herein by this reference and shall be enforceable as if set forth herein in full. All additions and modifications to the Design Guidelines during the Development Control Period must be approved by the Declarant.

(b) Modifications and Rules Enforcement. Review of the plans for any additions, alterations or modifications to the exterior of existing improvements located on the Property and possible violations of the Documents and Rules and Regulations by an Owner, shall be conducted by the Trustees or its managing agent in accordance with this Article.

Section 9.3. Additions, Alterations or Improvements by the Owners.

(a) Approval.

(1) No Person shall make any exterior addition, exterior alteration, exterior improvement or change of grade in or to any Lot (other than for ordinary and routine repairs and maintenance and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written approval of the Trustees. No Person shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvements, including the doors and windows, without the prior written approval of the Trustees. Approval by the Trustees shall not relieve an Owner from any obligation to obtain required governmental approvals and permits. Upon request, the Owner shall deliver all approvals and permits required by law to the Trustees prior to the commencement of the construction requiring such approval or permit. If any application to any governmental authority for an approval or a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires signature by the Trust and, provided approval has been given by the Trustees, then the application shall be signed on behalf of the Trust by an Officer without incurring any liability on the part of the Officer, Trustees, the Trust, or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any Person having a claim for personal injury or property damage arising therefrom. Any addition, alteration or improvement upon any Lot in violation of the Documents shall be removed or altered, at the expense of the Owner of the Lot, to conform to the Documents (including the Design Guidelines) within thirty days after notice of the violation.

(2) During the Development Control Period, the provisions of this Section shall not apply to Lots owned by the Declarant or Builder or to improvements on any Lot if such improvements have been approved by the Declarant except for those contained in Section 9.3(b). The Declarant, Builder or an Owner, if approved by the Declarant, shall have the right to construct improvements or make alterations without the approval of the Trustees and an authorized Officer shall sign any application required therefore.

(3) The provisions of this section shall not apply to a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure which affixes a sign or takes any other actions that may be necessary to sell or lease all or any portion of the Lot, if such actions are in accordance with applicable zoning and other ordinances and not detrimental to the value of the Property.

(b) Limitations.

(1) Any Person obtaining approval of an improvement, alteration or modification shall substantially complete any construction or alteration within three months after the date of approval, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval may provide for a different period during which to commence or complete construction. If any such Person does not complete the work within three months after approval, or such other time period determined by the Trustees, the approval shall lapse.

(2) Any Person obtaining approval of the Trustees shall not deviate materially from the plans and specifications approved without the prior written approval of the Trustees. Such Person shall notify the Trustees when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Trustees to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

(3) No home shall be approved for construction unless it is to be located within the building areas of a Lot as shown on the Plans.

(c) Certificate of Compliance. Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Trustees, the Trustees, at the request of the Owner thereof, shall issue a certificate of compliance in recordable form which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved by the Trustees. The certificate shall not be used and may not be relied upon for any other purpose and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Trustees or the quality or soundness of the construction, alterations or improvements or as a substitute for governmental approvals or permits. The Trustees may impose a reasonable charge to cover the costs of inspection and preparation of such a certificate.

(d) New Construction. With respect to Initial construction, all references In the Declaration to the Trustees shall be deemed to mean the Declarant and no certificate of compliance shall be required and the initial construction shall be deemed to comply.

ARTICLE 10

INSURANCE

Section 10.1. Authority to Purchase: Notice.

(a) The Trustees shall have the power and responsibility on behalf of the Trust to: (i) purchase insurance policies relating to the Common Area and the activities of the Trust; (ii) adjust all claims arising under such policies; and (iii) sign and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Trustees shall be a Common Expense. The Trustees or the Declarant shall not be liable for failure to obtain any coverage's required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are so available only at an unreasonable cost; or (iii) if the Trust's insurance professionals advise that the coverages required by Section 10.2(b)(2) are unnecessary. Exclusive authority to negotiate losses under policies purchased by or on behalf of the Trust shall be vested in the Trustees or its authorized representative.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, Builder, the Trust, the Trustees, any managing agent, any Owner or any member of an Owners household;

(2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any Owner, or such Owner's tenant or such Owner's (or tenant's) household members, guests, employees, agents and invitees, or of any Officer or employee of the Trustees or any managing agent; and

(3) Such policy may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days prior written notice to the Trustees.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Massachusetts.

(d) The deductible or retained limit (if any) on any insurance policy purchased by the Trustees shall be a Common Expense; provided, however, that the Trust may, pursuant to Sections 6.2(c) and 12.1 (a), assess any deductible amount necessitated by the misuse or neglect of an Owner, or the Persons the Owner is deemed responsible for, against the Lot owned by such Owner.

(e) The Declarant and Builder, so long as the Declarant and Builder shall own any Lot, shall be protected by all such polices as an Owner.

Section 10.2. Physical Damage Insurance.

(a) The Trustees shall obtain and maintain a property policy, including fire damage, vandalism, malicious mischief, sprinkler leakage (if applicable), cost-of demolition, debris removal, and water damage, insuring any improvements located on the Common Area, including without limitation any floor coverings, fixtures and appliances, together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Trust, in an amount equal to one hundred percent of the then current full insurable replacement cost of any improvements located on the Common Area (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined periodically by the Board with the assistance of the insurance company affording such coverage). The Trustees shall also obtain and maintain appropriate coverage on all personal property owned by the Trust on a replacement cost basis.

(b) Each such policy shall also provide:

(1) A waiver of any right of the Insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so;

(2) The following endorsements (or equivalent): A) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents when such act or neglect is not within the control of the insured or the Owners collectively, nor by any failure of the Insured, or the Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the insured, or the Owners collectively, have no control); B) "cost of debris removal"; C) contingent liability from operation of building laws or code.; D) "increased cost of construction" or "inflation guard"; E) "replacement cost" or a "guaranteed replacement cost"; and F) "agreed amount" clause;

(3) Such deductibles as to loss, but not coinsurance features, as the Trustees in its sole discretion deems prudent and economical.

(c) Certificates of physical damage insurance signed by an agent of the Insurer, all renewals thereof, and certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same.

Section 10.3. Liability Insurance. The Trustees shall obtain and maintain commercial general liability (including libel, slander, and property damage liability insurance in such limits as the Board may from time to time determine, insuring the Trust, each Trustee, any managing agent, the Owners and the employees of the Trust against any liability to the public or to any Owner or such Owner's tenant and such Owner's (or tenants) household members, guests, employees, agents and invitees arising out of, or incident to the ownership or care, custody, control and use of the Common Area, operation of the Trust or legal liability arising out of employment contracts of the Trust, if any. Such insurance shall be issued on a comprehensive liability basis and shall contain: (1) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named Insured; (2) hired and non owned vehicle coverage; (3) host liquor liability coverage with respect to events sponsored by the Trust; (4) deletion of the normal products exclusion with respect to events sponsored by the Trust; and (5) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts of the Trust or of another Owner. The Trustees shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than two million dollars.

Section 10.4. Other Insurance. The Trustees shall obtain and maintain:

(a) Adequate fidelity coverage to protect against dishonest acts on the part of Trustees, Officers and employees of the Trust and all others who handle or are responsible for handling funds of the Trust, including any managing agent. If the Trust has delegated some or all of the responsibility for handling funds to a managing agent, such managing agent shall be covered by the Trust's fidelity insurance. Such fidelity insurance shall (i) name the Trust as an obligee; (ii) be written in an amount not less than one-fourth the total Annual Assessment for Common Expenses or the amount required by the Mortgagees, the Federal National Mortgage Trust or the Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;

(b) If required by a majority of the Mortgagees or governmental regulations, flood insurance in accordance with the then applicable regulations for such coverage;

(c) Workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) If applicable, pressure, mechanical and electrical equipment, including air conditioning equipment coverage on a comprehensive form in an amount not less than fifty thousand dollars per accident per location;

(e) Directors and officers liability insurance in an amount not less than one million dollars; and

(f) Such other insurance as the Trustees may determine.

Section 10.5. Separate Insurance on Lots.

(a) Lot Owner's Insurance. Each Owner shall have the right and obligation to obtain Insurance for such Owner's benefit, at such Owners expense, covering the improvements located on such Owners Lot in an amount equal to one hundred percent (100%) of the then current full insurable replacement costs of any improvements located on the Lot (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) without deduction for depreciation and Owners personal liability. No Owner shall acquire or maintain insurance coverage on the Common Area insured by the Trust so as to: (i) decrease the amount which the Trustees may realize under any insurance policy maintained by the Board; or (ii) cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner. No Owner shall obtain separate insurance policies on the Common Area except owners may be required to purchase insurance for specific use of the Community Building or other Common Area.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11.1 When Required.

(a) Common Area. Except as otherwise provided herein and if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Trustees shall arrange for and supervise the prompt repair and restoration thereof. Any shortfall in insurance proceeds shall be a Common Expense. Any surplus in such funds shall be added to the Trust's reserves. If destruction of the improvements located on the Common Area is insubstantial, the Trustees may elect not to repair such insubstantial damage. Otherwise, any decision not to repair or restore improvements on the Common Area shall be made in accordance with Section 14.4. If damaged improvements are not repaired, then the Trustees shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate

reserve account. The Trust shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements or as additions to the reserves, except in accordance with this section and Section 14.4.

(b) Lots. If a building or other major improvement located upon a Lot Is damaged or destroyed, the Owner thereof shall restore the site by repairing or reconstructing such building or other major improvement to a state substantially similar to the condition it was in prior to the loss. Unless the Trustees permit a longer time period, such work must be commenced within six months after the casualty or other event causing the damage and substantially completed within twelve months after the casualty.

ARTICLE 12

COMPLIANCE AND DEFAULT

Section 12.1 Enforcement Provisions.

(a) Compliance. Each Owner and such Owner's tenants and such Owners (or tenant's) household members, guests, employees, agents or invitees, shall be governed by, and shall comply with, all of the terms of the Documents and Rules and Regulations, as amended from time to time. A default by an Owner, such Owner's tenants (or such tenant's), household members, guests, employees, agents or invitees in complying with the Documents or the Rules and Regulations shall entitle the Trust to the following relief.

(b) Additional Liability. Each Owner shall be liable to the Trust for any costs incurred by the Trust and the expense of an Upkeep rendered necessary by such Owner's act or omission, or for the act or omission of such Owner's tenant and such Owners (or tenant's) household members, guests, agents, or invitees, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Trust. Such liability shall include any increase in casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Documents and Rules and Regulations by any Owner may be assessed against such Owner's Lot.

(c) Costs and Attorneys' Fees. In any proceeding arising out of a default by an Owner, the Trust shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees, even if the proceeding is settled prior to judgment.

(d) No Waiver of Rights. The failure of the Trust, the Trustees or an Owner to enforce any right, provision, covenant or condition which may be granted by the Documents shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Trust, the Trustees or any Owner pursuant to any term, provision, covenant or condition of the Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Person exercising the same from exercising such

other privileges as may be granted to such Person by the Documents, the Act or at law or in equity.

(e) Interest and Late Charges. If a default by any Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of thirty days, interest from the due date at a rate eighteen percent per annum may be imposed in the discretion of the Trustees on the principal amount unpaid from the date due until paid. The imposition of interest shall not preclude collection of a late charge nor shall a late charge levied pursuant to Section 6.5 be considered interest subject to the limitations of this subsection.

(f) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Trustees, or the breach of any provision of the Documents, or the violation of any requirement or restriction imposed by the Town shall give the Trustees (or the Town, if such violation affects its rights) the right, in addition to any other rights set forth in the Documents: (i) to enter the portion of the Property pursuant to Section 3.3, on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Documents or the Rules and Regulations, and the Trustees shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Documents or the Rules and Regulations on the Property (including, without limitation, the towing of vehicles); or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(g) Legal Proceedings. Failure to comply with any of the terms of the Documents or Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for in the Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Trust, the Trustees and by any aggrieved Owner and shall not constitute an election of remedies.

(h) Charges and Suspension of Rights. The Trustees shall have the power to impose charges and to suspend the right to vote in the Trust and the right to use any facilities, other Common Area (other than for access or utilities) or other rights in the case of an Owner found to be responsible for a violation at the Documents or Rules and Regulations; provided, however, that the Board may not deny an Owner use of the Common Area for ingress or egress to such Owners Lot or for utility services. The Board may suspend the right of an Owner or other occupant, and the right of such Person's household members, guests, employees, agents or invitees to use any facilities or other Common Area (other than for access or utilities) for a reasonable period for any violation of any provision of any of the Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's lot remains unpaid. Charges may not exceed Fifty Dollars per day for each violation of a continuing nature. No charge may be imposed for failure to pay an Assessment except as otherwise provided in this Declaration. Charges are Individual Assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2. Imposition of a charge does not preclude the liability of an Owner for reimbursement to the Trust of costs incurred by the Trust as a result of such Owners acts or omissions or those for whom the Owner is responsible hereunder. The Trustees may determine to take certain other actions, including, without limitation, towing vehicles or performing Upkeep on a Lot pursuant to Sections 6.2 and 7.2

without providing a hearing. The Board may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof thereafter in writing.

(i) Dispute Resolution. The Trustees may, but are not required to establish procedures to attempt to resolve disputes between Owners or between Owners and the Trust.

(j) New Owner Address. If a new Owner does not give the Trustees written notice of such Owners name and the number or address of the Lot within thirty days after acquiring title to such Lot then reasonable record-keeping costs incurred by the Trust, as determined by the Trustees, may be assessed against such Owner's Lot. The Board may set or change the amount of such Assessment from time to time. Such Assessment shall be a lien against such Owner's Lot as provided in Section 12.2.

Section 12.2 Lien for Assessments.

(a) Lien. The total Annual Assessment of each Owner for Common Expenses, including any Additional Assessment, any Individual Assessment or any other sum duly levied (including, without limitation, charges, interest, late charges, contractual charges, etc.), made pursuant to the Documents, is hereby declared to be a lien against any Lot owned by such Owner in accordance with this Declaration. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were or are owned by the Owner from whom payment was due. With respect to Annual Assessments, the lien is effective on the first day of each fiscal year of the of the Trust and, as to Additional Assessments, Individual Assessments and other sums duly levied, the lien is upon the date of notice to the Owner of such Assessment or levy. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes, and other charges levied by governmental authority and made superior by law. The lien shall additionally have the priority over a recorded first mortgage accorded to condominium common expenses under Massachusetts General Law Chapter 183A, Section 6, or its replacement, as if the sum due were such condominium common expenses. The personal obligation of the Owner to pay such Assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any Assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Acceleration. Where an Assessment against an Owner is payable in installments and upon default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Trustees, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(c) Enforcement. The lien for Assessments may be enforced and foreclosed in any manner permitted by Massachusetts General Law Chapter 183A, Section 6 and Chapter 254 Sections 5 and 5A, or its replacement which is hereby made applicable hereto. During the pendency of any such action to enforce the Trust's lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to

the appointment of a receiver, if available under the law. The Trust shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

ARTICLE 13

MORTGAGEES

Section 13.1 Notice to Trustees. An Owner who mortgages such Owner's Lot shall notify the Trustees of the name and address of the Owner's Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Documents unless such Mortgagee has notified the Trust of its address as required by Section 13.2 and has requested all rights under the Documents.

Section 13.2 Notices to Mortgagees. Any Mortgagee who desires notice from the Trust shall notify the Trustees to that effect by certified or registered United States mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee and the name of the person or office to whom notices from the Trust should be directed. To facilitate the giving of this notice, the Trust shall record with the Registry of Deeds a certificate of its mailing address duly referenced to this Declaration. The initial address of the Trust is 4 First Street, Bridgewater, MA 02324. The Mortgagee shall be responsible for keeping such information up to date. The Trustees shall notify Mortgagees specifically requesting same in writing of the following:

(1) Any default by an Owner of a Lot upon which the Mortgagee has a Mortgage, in paying Assessments (which remains uncured for sixty consecutive days) or any other default, simultaneously with the notice sent to the defaulting Owner (failure to notify the Mortgagee shall not affect the validity of the Trust's lien);

(2) Any event giving rise to a claim under the Trust's physical damage insurance policy arising from damage to improvements located on the Common Area in excess of twenty percent of the then current replacement cost of such improvements and twenty percent of the annual budget for Common Expenses;

(3) All actions taken by the Trust with respect to reconstruction of the Common Area or a Lot upon which the Mortgagee has a Mortgage;

(4) Any termination, lapse or material adverse modification in an insurance policy held by the Trust;

(5) Any taking by condemnation or by eminent domain of the Common Area and the actions of the Trust in connection therewith;

(6) Any proposal to terminate this Declaration or dissolve the Trust, at least thirty days before any action is taken to terminate or dissolve; and

(7) Any proposal to amend materially this Declaration or the Trust or to undertake an extraordinary action, at least ten days before any action is taken pursuant to Section 14.4.

Section 13.3. Other Rights of Mortgagees. Upon written request, Mortgagees or the authorized representatives shall have the right to receive notice of and to attend and to speak at meetings of the Trust. All Mortgagees shall have the right to examine the Documents, Rules and Regulations and books and records of the Trust and to request annual financial reports and other budgetary Information. Mortgagees may make a request and shall be entitled to a financial statement for the preceding fiscal year of the Trust prepared at the Trust's expense and provided within a reasonable time.

ARTICLE 14

AMENDMENT: EXTRAORDINARY ACTIONS

Section 14.1. Amendment by the Declarant. During the Development Control Period, the Declarant may unilaterally, without the approval or joinder of the Trust, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration to: (i) make non-material, clarifying or corrective changes; (ii) satisfy the requirements of the governmental approvals or of any government, governmental agency, Secondary Mortgage Market Agency or Mortgagee; and (iii) withdraw Submitted Land in accordance with Section 4.2.

Section 14.2. Amendment by the Trust.

(a) Owner Approval. Subject to Sections 14.3, 14.4 and 14.5, the Trust may amend this Declaration only with at least a fifty-one (51%) Percent Vote of the Owners at a duly held meeting or with the written approval of Owners entitled to cast at least fifty-one (51%) Percent of the total number of votes and whether at a meeting or not.

(b) Certification. An amendment of the Documents shall not be effective until certified by the Trustees as to compliance with the procedures set forth in this Article, signed and acknowledged by a majority of the Trustees, and recorded with the Registry of Deeds.

Section 14.3. Prerequisites to Amendment. Written notice of any proposed amendment to this Declaration by the Trust shall be sent to every Owner and in all events at least fifteen days before any action is taken. If an amendment is adopted by written approval, all approvals shall be obtained within six months of the date of the first approval. Any approval once given may not be revoked and the approval of an Owner who sells their Lot during this period shall bind the purchaser. No amendment shall increase the financial obligations of an Owner in a discriminatory manner or further restrict development on existing Lots in a discriminatory manner. No amendment to the Declaration during the Development Control Period under the Declaration or Building shall be valid or enforceable or permitted without the prior written consent of the Declarant and Builder. No amendment may modify this Article or the rights of any Person hereunder without obtaining the approvals required by Subsections 14.4 (c) and (9). Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 14.4. Extraordinary Actions and Material Amendments. The provisions of this section shall not be construed to reduce the vote that must be obtained from Owners where a greater vote is required by other provisions of the Documents nor shall it be construed to lessen the unilateral rights given to the Declarant pursuant to Articles 3, 4 and 14 to amend the Declaration or a Supplementary Declaration without the approval of the Trust or any Owner or Mortgagee or Secondary Mortgage Market Agency. To the extent this section applies to amendments to a Supplementary Declaration, the approval of the Owners required shall be deemed to refer only to the Owners owning Lots subject to such Supplementary Declaration.

(a) Material amendments to the Trust Documents include any amendment adding, deleting or amending any provisions regarding:

- (1) Assessment obligations or Assessment liens;
- (2) Any method of imposing or determining any charges to be levied against Owners;
- (3) Reserves for maintenance, repair or replacement of the Common Area;
- (4) Owners' maintenance obligations;
- (5) Allocation of rights to use the Common Area;
- (6) Reduction of insurance requirements;
- (7) Restoration or repair of the Common Area or Lots;
- (8) The addition, annexation or withdrawal of land to or from the Property;
- (9) Voting rights;
- (10) Restrictions affecting leasing of a Lot; or
- (11) Any provision which is for the express benefit of Mortgagees.

(b) Extraordinary actions of the Trust include:

(1) Determining not to require professional management after the Declarant Control Period, if professional management has been required by a Secondary Mortgage Market Agency;

(2) Expanding the Trust or amending Exhibit A to include land which increases the overall land area of the Property as described in Exhibit A by greater than ten percent in land area or increases the number of planned dwellings by greater than ten percent; and

(3) Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of the Common Area except for

(i) Granting easements for utilities or other purposes to serve the Property or adjacent land which are not inconsistent with and which do not interfere with the intended use of such Common Area;

(ii) Dedicating or conveying a portion of the Common Area to a public authority;

(iii) Making conveyances or resubdivisions as part of a boundary-line adjustment;

(iv) Leasing portions of the Common Area; and

(v) Conveyances to an entity formed for similar purposes pursuant to a consolidation or merger.

(4) Using insurance proceeds for purposes other than repair and reconstruction or placing them into the Reserve Account;

(5) Making capital improvements (other than for Upkeep) costing in excess of ten percent in the aggregate of the total Annual Assessment for Common Expenses for the fiscal year; or

(6) Withdrawing land from the provisions of the Declaration, except as provided in Sections 4.2 and 15.1.

(c) Owner Approval. Any material amendment or extraordinary action listed above must be approved at a meeting or by mail ballot by Owners entitled to cast at least Sixty-seven Percent of the total number of votes. Approval of the Declarant and Builder is required during the Development Control Period.

(d) The following additional material amendments and extraordinary actions must be approved by Owners entitled to cast at least ninety percent of the total number of votes in the Trust:

(1) Amendment or addition of any provisions of the Documents regarding rights of first refusal or similar restrictions on the right of Owners to sell, transfer or otherwise convey a lot;

(2) Termination of the Declaration;

(3) Dissolving, merging or consolidating the Trust, except pursuant to a merger or consolidation with another nonprofit entity formed for purposes similar to the purposes for which the Trust was formed; or

(4) Conveyance of all the Common Area, except to an entity formed for similar purposes pursuant to a consolidation or a merger.

(e) Mortgagee Approvals. Any material amendment or extraordinary action listed in subparagraphs (a), (b) and (c) except item (b)(5) above must also be approved by Fifty-one Percent of the Mortgagees requesting approval in writing. If a Mortgagee is notified of proposed amendments or actions of the Trust in writing by certified or registered United States mail, return receipt requested, and such Mortgagee does not deliver a negative response within thirty days, such Mortgagee shall be deemed for the purposes of this Declaration to have approved such amendment or action.

(f) Corrective Amendments. Any amendment to the Documents shall not be considered material if made only for the purposes of correcting technical errors or for clarification. Any amendment to the Documents adding provisions to or interpreting the application of provisions of the Declaration, contained in a Supplementary Declaration and applied to a specific portion of the Property, shall not be considered a material amendment.

Section 14.5. Special Amendments. The foregoing notwithstanding, the Trustees of the Trust shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with the Registry of Deeds, amend this Declaration to (1) correct any scrivener's or technical error made herein; or (2) to make this Declaration comply with applicable state or federal law or regulation; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required.

Section 14.6. Town Approval. Certain provisions are contained within this Declaration and/or Trust to comply with the conditions of subdivision and/or approval protection applicable to the Property. No amendment, including an amendment withdrawing land as provided in Section 4.2 or otherwise, shall impair the right and authority of the Town to require compliance with the approval conditions applicable to the Property without the prior written approval of the Town. In addition, the Trust shall not be dissolved, except pursuant to a consolidation or merger with an entity formed for similar purposes or the Declaration terminated without the prior written approval of the Town. The Town shall have the right to enforce any provision or condition of this Declaration, the Documents, and any Rules and Regulations which affect its rights or violates its requirements.

ARTICLE 15

TERMINATION

Section 15.1. Duration; Termination by the Trust. The covenants and restrictions of this Declaration shall run with the land and bind the Property and be in full force and effect in perpetuity unless amended as provided or terminated as hereinafter provided or by applicable law, if required. The Trustees shall be entitled and are hereby granted a power of attorney coupled with sufficient interest to extend the covenants and restrictions contained herein in

accordance with Massachusetts General law Chapter 184, Section 27, unless the Owners vote to terminate as provided. Subject to Section 14.4, the Trust may terminate this Declaration only with the approval of Owners entitled to cast at least ninety percent of the total number of votes. The termination shall not be effective until certified by the Trustees as to compliance with the procedures set forth in this Article, signed and acknowledged by the Trustees and recorded with the Registry of Deeds. However, this Declaration may not be terminated, except as is expressly provided for in regard to withdrawal, without the approval of the appropriate agencies of the Town and DEP and approval of Declarant and Builder during the Development Control Period.

Section 15.2. Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee and to the Town at least thirty days before any action is taken. The Declaration may not be terminated during the Development Control Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Property created by or pursuant to the Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Trust herein to a successor entity which is assuming the Trust's Upkeep and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

Section 15.3. Conveyance of Common Area Upon Dissolution. Upon the dissolution of the Trust other than incident to a merger or consolidation, the assets of the Trust shall be granted, conveyed and assigned to another nonprofit corporation, Trustor other organization or governmental agency devoted to purposes similar to those for which the Trust was created or offered for dedication to the Town; provided however, that if a site plan is approved for the Property, or any portion thereof containing Common Area, which changes the design, layout, or use of the Property in such a manner that the Common Area is no longer necessary to the new design, layout or use, or the Town refuses a dedication, then such Common Area and other associated assets of the Trust may be distributed as agreed upon by at least fifty-one Percent Vote of the Owners. The Trust shall also comply with the requirements of Section 14.4.

ARTICLE 16

CONDEMNATION

Section 16.1. Definition. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area or of any interest therein or right accruing thereto as a result of, in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by the action of a governmental entity affecting the value of the Common Area or any part thereof so severely as to amount to condemnation.

Section 16.2. Taking of Common Area. If there is a Taking of all or any part of the Common Area, then the Trust shall notify the Owners, but the Trustees shall act on behalf of the Trust in connection therewith and no Owner shall have any right to participate in the proceedings incident thereto. The award made for such Taking shall be payable to the Trust, to be disbursed as follows. If the Taking involves a portion of the Common Area on which improvements have been constructed, then the Trust shall restore or replace such improvements so taken on another portion of the Common Area, to the extent land is available therefor, in accordance with plans

approved by the Trustees, unless within sixty days after such Taking the Declarant or Builder (during the Declarant Control Period) or the Owners by a Sixty-seven Percent Vote (after the Declarant Control Period) shall otherwise agree. The provisions of Article 11 regarding the disbursement of funds following damage or destruction shall apply.

ARTICLE 17

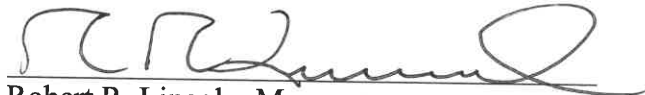
MISCELLANEOUS

All easements granted or reserved in this Declaration shall exist by virtue of this Declaration without the necessity of confirmation by any other instrument, unless expressly provided otherwise herein. However, each person subject to this Declaration, upon request of a person reserving or granted an easement herein, shall execute such instrument as is requested by the holder, by grant or reservation, of such easement to memorialize the existence of such easement.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be signed pursuant to due and proper authority as of this 12th day of MAY, 2023.

DECLARANT

Saw Mill Village, LLC



Robert R. Lincoln, Manager

Saw Mill Village, LLC
As Trustees of the Sawmill Village
Community Trust, and not individually

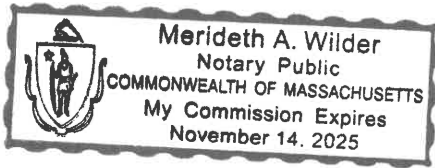


Robert R. Lincoln, Manager

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 12th day of May, 2023, before me, the undersigned notary public, personally appeared Robert R. Lincoln, proved to me through satisfactory evidence of identifications, being (check whichever applies): driver's licenses or other state or federal governmental documents bearing a photographic image, oaths or affirmations of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Manager of Saw Mill Village, LLC, the Declarant hereunder.

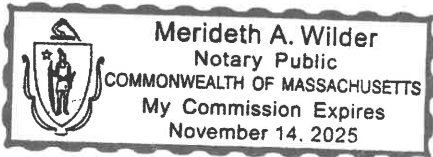


Merideth A Wilder
Notary Public
My Commission Expires: November 14, 2025
Print Notary Public's Name: Merideth A Wilder
Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 12th day of May, 2023, before me, the undersigned notary public, personally appeared Robert R. Lincoln, proved to me through satisfactory evidence of identifications, being (check whichever applies): driver's licenses or other state or federal governmental documents bearing a photographic image, oaths or affirmations of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Manager of Saw Mill Village, LLC, as Trustee of the Sawmill Village Community Trust.



Merideth A Wilder
Notary Public
My Commission Expires: November 14, 2025
Print Notary Public's Name: Merideth A Wilder
Qualified in the Commonwealth of Massachusetts

EXHIBIT "A"

DESCRIPTION OF SUBMITTED LAND

Lots 1 thru 44, Lots A, and E thru M, Survey Lane, Greenbrier Lane, Cutter Drive and Coach Drive shown on a plan entitled "Sawmill Village Site Plans", Prepared January 28, 2020, Revised thru November 9, 2022, Prepared by Coneco Engineers & Scientists and recorded with the Bristol County Northern District Registry of Deeds in Plan Book 538 at Pages 39 thru 43.

For title, see deeds recorded with the Bristol County Northern District Registry of Deeds in Book 24766 at Page 170 and Book 24221 at Page 23; and Land Court Registered Land Endorsed Notice of Voluntary Withdrawal recorded with Bristol County Northern District Registry of Deeds in Book 27705 at Page 273.

EXHIBIT "B"

GUIDELINES FOR OPERATION AND MAINTENANCE OF STORMWATER
MANAGEMENT SYSTEM

OPERATION AND MAINTENANCE PLAN

To keep the Stormwater Management System (SMS) functioning properly and to ensure that the Total Suspended Solids (TSS) are reduced, periodic maintenance is required. The owner/operator of the facility is responsible for the periodic maintenance requirements of the SMS. Saw Mill Village, LLC is the owner and will be the party responsible for the maintenance of the SMS. The following is a guideline of the specific maintenance schedules and tasks required to keep the SMS functioning properly.

- Deep Sump Hooded Catch Basins
 - General Maintenance
 - Remove any accumulated leaves from the grates during the fall and spring.
 - Clean catch basin sumps when sediment has reached one half the depth from the bottom of the invert of the lowest pipe via clamshell bucket or vacuum truck.
 - Quarterly Maintenance
 - Inspect and clean sumps for accumulated sediment via a clamshell bucket or vacuum truck.
 - Annual Maintenance
 - Inspect hood to ensure that it is properly secured.
 - Remove accumulated sediment via clamshell bucket or vacuum truck.
- Stormceptors (or approved proprietary separators)
 - General Maintenance
 - All operation and maintenance to follow Proprietary Separator Manufacturer's guideline.
 - Sediment to be removed once it reaches approximately 15% of unit storage capacity. Approximate Depths for Stormceptors on site:
 - Stormceptor 450i – 9"
 - Stormceptor 900 – 8"
 - Units to be cleaned immediately after an oil, fuel, or chemical spill.
 - Quarterly Maintenance
 - Inspect structure for accumulated sediment and oil. Remove sediment if sediment has reached maximum depth. If oil is present, pump off oil layer.
 - Annual Maintenance
 - Inspect structure for accumulated sediment and oil. Remove sediment if sediment has reached maximum depth. If oil is present, pump off oil layer.
- Sediment Forebays
 - General Maintenance
 - Maintain grassy side slopes through regular mowing. Keep the grass between three and six inches (3"-6") in length. Remove the grass clippings to prevent them from impeding the flow of stormwater.
 - During the fall and the spring remove any accumulated leaves and woody vegetation.
 - Inspect forebays monthly and clean when sediment has reached 3" to 6" via clamshell bucket or vacuum truck.
 - Quarterly Maintenance
 - Clean accumulated sediment via a clamshell bucket or vacuum truck.
 - Annual Maintenance
 - Check for signs of erosion and repair as needed.
 - Remove any branches, trash or other large debris that could interfere with the proper operation of the inlet or outlet of the basin. Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.) when it exceeds three-inches (3") but not less than annually.

- Drainage Channels
 - General Maintenance
 - During the fall remove any accumulated leaves and woody vegetation from the channels.
 - Quarterly Maintenance
 - Inspect channels for debris. Remove any branches, trash or other large debris that could interfere with the proper operation of the inlet or outlet of the channel.
 - Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.) when it exceeds three-inches (3") but not less than annually.
 - Inspect channels for exposed soils and reseed as necessary during growing season.
 - Annual Maintenance
 - Check for signs of erosion and repair as needed.
 - Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.).
- Infiltration Basins
 - General Maintenance
 - Inspect infiltration basins after every major storm event during the first 3 months of operation.
 - Maintain grassy side slopes through regular mowing. Keep the grass between three and six inches (3"-6") in length. Remove the grass clippings to prevent them from impeding the flow of stormwater.
 - During the fall remove any accumulated leaves and woody vegetation from the infiltration basins.
 - Quarterly Maintenance
 - Inspect infiltration basins for debris. Remove any branches, trash or other large debris that could interfere with the proper operation of the inlet or outlet of the basin.
 - Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.) when it exceeds three-inches (3") but not less than annually.
 - Annual Maintenance
 - Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.).
- Constructed Stormwater Wetlands
 - General Maintenance
 - Inspect wetland during both the growing and non-growing seasons twice a year for the first three years of construction
 - Semi Annual Maintenance
 - Clean out sediment forebays using hand tools or vacuum truck
 - Long-term Maintenance
 - Clean out sediment in basin/wetland systems once every 10 years
- Infiltration Facilities
 - General Maintenance
 - Inspect subsurface infiltration facilities twice a year
 - Remove any debris that may clog the system via vacuum truck.

- Plunge Pools/Splash Pads
 - General Maintenance
 - During the fall and the spring remove any accumulated leaves or large debris.
 - Annual Maintenance
 - Check for signs of erosion and repair as needed.
 - Remove any branches, trash or other large debris that could interfere with the proper operation of the inlet or outlet of the basin. Remove any accumulated sediment, by the use of hand tools (shovels, rakes, wheelbarrows, etc.) when it exceeds three-inches (3") but not less than annually.
- Rain Garden
 - General Maintenance
 - Inspect and remove trash on a monthly basis
 - Mow grasses when between 3" to 6", 2 to 12 times annually
 - Annual Maintenance
 - Inspect and repair voids within the mulched areas
 - Apply fertilizers as recommended by the manufacturer for each plant species within the garden
 - Remove and prune dead vegetation as necessary. Replant vegetation of similar species that was removed during maintenance activities.

EXHIBIT "C"

SPECIAL PERMIT ISSUED BY THE EASTON PLANNING & ZONING BOARD

10
DATE MARCH 3, 2023

THIS IS TO CERTIFY THAT NO APPEAL HAS BEEN FILED ON THIS DECISION

Danielle M. Sicard
TOWN CLERK
TOWN OF EASTON



TOWN OF EASTON
Planning & Zoning Board
136 Elm Street
North Easton, Massachusetts 02356
Tel: (508) 230-0630 Fax: (508) 230-0639

RECEIVED
EASTON TOWN CLERK

2023 FEB 10 A 10:14

RETURN TO
②

Application: "Saw Mill Village" – 560 Foundry Street, Easton, MA

Applicant/Owner: Saw Mill Village, LLC
4 First Street
Bridgewater, MA 02324

RE: **Definitive Subdivision - A 44-unit single-family Subdivision (#20-178) and Special Permit – Compact Neighborhood Overlay District (#20-179)**
Easton Assessor's Map 44U, Lot 52 and 582R Foundry Street, Easton, MA
Map 44U, Lot 61, and 468R Foundry Street, Map 44U, Lot 62



Bk: 28317 Pg: 62 Page: 1 of 10
Doc: PERMIT 03/07/2023 10:15 AM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

NOTICE OF CORRECTED DECISION OF THE EASTON PLANNING AND ZONING BOARD ON THE DEFINITIVE SUBDIVISION AND SPECIAL PERMIT APPROVAL UNDER §235-51.1 COMPACT NEIGHBORHOOD OVERLAY DISTRICT OF THE EASTON ZONING BYLAW "Saw Mill Village" 560 Foundry Street

Coneco Engineers & Scientists, Inc. (Coneco) (hereinafter the "Applicant") submitted an application for Definitive Subdivision Approval an application for Special Permit Compact Neighborhood Overlay District (CNOD) to create a forty-four unit (44) single family unit subdivision on 26.31 acres of land to be known as "Saw Mill Village" located at 560 Foundry Street, Assessor's Map 44 U, Lot 52 and 582R Foundry Street, Map 44U, Lot 61, and 468R Foundry Street, Map 44U, Lot 62 and more particularly shown on a plan set entitled "Saw Mill Village Site Plans, 560 Foundry Street, Easton, Massachusetts," dated January 28, 2020, revised through November 9, 2022, prepared by Coneco Engineers & Scientists, signed and stamped by Damien J. Dmitruk, P.E. and Timothy S. Bodah, P.L.S.

In conformance with M.G.L. Chapter 40A, Section 11, the Easton Planning and Zoning Board (hereinafter the "Board") caused notice of the scheduled joint public hearing with the Easton Conservation Commission to be advertised in a newspaper having a general circulation in the Town of Easton, namely the "Enterprise," in its February 4, 2020 and February 10, 2020 editions. Said hearing was opened on February 18, 2020 and closed on September 19, 2022. Notice of the public hearing was sent to the Applicant, all Town Boards, and all property owners deemed by the Easton Board of Assessors to be Parties of Interest.

Members of the Easton Planning and Zoning Board present on September 19, 2022 and qualified to act included the following: Gregory Strange, Chair; Peter Deschenes, Vice Chair; Deborah Balcarek, Member; Robert Stetson, Member; Amos Keddem, Alternate Member served as a Full Voting Member.

A True Copy Attest
Danielle M. Sicard
Town Clerk

A synopsis of the evidence set forth at the public hearing is recited as follows:

Prior to commencement of the scheduled hearing, Peter Deschenes read the notice of the public hearing as it appeared in the "Enterprise" along with a synopsis of the subject application. In addition, the following plans shall be deemed part of this Decision. Any changes, revisions or modifications to the plans as approved herein shall require approval by the Planning & Zoning Board:

1. Plan set entitled "Saw Mill Village Site Plans, 560 Foundry Street, Easton, Massachusetts," prepared by Coneco Engineers & Scientists, signed and stamped by Damien J. Dmitruk P.E. and Timothy S. Bodah, P.L.S. dated January 28, 2020, revised through November 9, 2022.
2. Architectural Plans and Elevations of Dwellings and Clubhouse Schematic for Saw Mill Village, 558 Foundry Street, Easton, MA for Coneco Engineers by BKA Architects, Brockton, MA. Proposed Gathering House Elevations, Sawmill Village LLC dated September 12, 2022.
3. Project Narrative addressed to the Town of Easton Planning Board, Sawmill Village – 560 Foundry Street Definitive Subdivision & CNOD Special Permit 468R, 560, 568 & 582R Foundry Street, Easton, MA dated January 28, 2020.
4. Memorandum of Understanding executed March 5, 2021 and March 9, 2021 between the Developer, Sawmill Village, LLC and the Town of Easton, Dottie Fulginiti, its Select Board Chair.
5. Project Narrative Summary of the 2022 revisions addressed to the Planning and Zoning Board and Conservation Commission, by Megan Dutra, E.I.T. dated July 12, 2022.
6. Wavier Request List for Sawmill Village, 560 Foundry Street prepared for the Easton Planning Board dated August 28, 2020.
7. Environmental Assessment Memorandum RE: 558 Foundry Street, Easton, MA prepared by Woodard & Curran for Andrea Langhauser, Assistant Planning Director/Environmental Planner, Town of Easton, MA dated January 3, 2020.
8. Drainage Calculations and Stormwater Management Report prepared by Coneco Engineers & Scientists prepared for Saw Mill Village, LLC. Bridgewater, MA. dated January 28, 2020, revised March 11, 2022.
9. Floodplain Analysis Report prepared by Coneco Engineers & Scientists, for Saw Mill Village, LLC, Bridgewater, MA dated January 27, 2022 and revised and uploaded to PermitEyes on July 6, 2022.
10. Peer Review Reports on the Stormwater Management System by Woodard & Curran, prepared for the Conservation Commission and the Planning & Zoning Board dated January 28, 2020 revised through March 11, 2022.
11. Peer Review Report on Sawmill Village Floodplain by Woodard & Curran prepared for Planning & Zoning Board dated February 25, 2022.

12. Staff Report submitted by Stephanie Danielson, Planning Director dated October 1, 2020, Updated August 11, 2022.

13. Department Comments:

John Dzialo, Fire Department dated September 16, 2020.

Andrea Langhauser, Environmental Planner dated February 18, 2020.

Gregory Swan, Department of Public Works dated September 22, 2020 and January 29, 2020.

Wayne Beitler on behalf of the Affordable Housing Trust dated January 29, 2020.

Wayne Beitler on behalf of the Historical Commission dated January 29, 2020.

Findings

A. General

1. The subject property, 26.31 acres of land, is located at 560 Foundry Street, Easton, MA, as shown on the Plan.
2. The Applicant proposes to create a 44-unit single-family subdivision as allowed by Special Permit under §235-51.1 CNOD of the Town of Easton Zoning Bylaw.
3. The parcel of land is located in the Furnace Village District Resident, Foundry Compact Neighborhood Overlay, Solar Photovoltaic Overlay District and aquifer Protection District.
4. The roadways are to be private ways maintained by a homeowners' association
5. As indicated on the Plan, approximately 41% of the site, or 11.554 acres, will remain permanently protected open space which will be conveyed to the Conservation Commission.

B. Special Permit Criteria

Special Permit – Foundry Compact Neighborhood Overlay District

Pursuant to Easton Town Code Chapter 235: Zoning, Section 235-56 and Section 235-51.1 the Planning & Zoning Board (the Board) finds adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood in view of the particular characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in the By-Law, the determination shall include consideration of each of the following:

Special Permit Review Consideration – Compact Neighborhood Overlay District

The Objectives of the CNOD are to:

- (1) Provide a mechanism by which residential development can contribute directly to increasing the supply and diversity of housing;
- (2) Provide an opportunity for a variety of residential development and, where appropriate,

- mixed-use development, including both new construction and renovation of existing buildings, within a distinctive, attractive and livable environment;
- (3) Promote continuing development and redevelopment in Easton that is pedestrian friendly and consistent with Easton's history and architecture;
 - (4) Provide for a diversified housing stock, by means of smaller lots that minimize the footprint of development and enhance open space at a variety of costs within walking distance of services;
 - (5) Ensure high quality site planning, architecture and landscape design that enhances the distinct visual character and identity of Easton and provides an environment with safety, convenience and amenity;
 - (6) Encourage adoption of energy efficient building practices and sustainable construction methods.

The demand for housing in Easton exceeds the number of available units, especially for more moderate sized homes. The project will provide 44 units of housing at a maximum square footage of 1,800 s.f. which is expected to be attractive to people looking to downsize and first-time home buyers. Located in the Furnace Village Districts, which was recently more broadly rezoned to encourage denser development and mixed-use development, the site is within walking distance to existing amenities including restaurants, entertainment, a grocery store, and open space associated with the Old Pond and New Pond Conservation Management Areas. Approximately 41% of the site, or 11.54 acres will remain permanently protected open space which the applicant proposes to convey to the Conservation Commission, primarily for the purpose of wildlife habitat protection and observation.

C. Specific Findings

Based upon the project plans and supporting documents, the proposed improvements to the site in consideration of the existing features that will be preserved, the testimony and expert opinion provided during the public hearings and the findings made herein, the Board in consideration of the Special Permit Criteria, finds that the project is consistent with the goals for housing set forth in Easton's Master Plan, Envision Easton, meeting a need for diverse housing types within the town and preserving historical buildings. The Board finds adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to the site.

D. Decision

Pursuant to M.G.L. c. 41, on September 19, 2022 on a motion made by Mr. Stetson, seconded by Mr. Keddem, the Planning Board voted (5-0) by roll call: (Strange, Deschenes, Balcarek, Stetson, Keddem) to approve Saw Mill Village Definitive Subdivision and the Special Permit CNOD under §235-51.1 Compact Neighborhood Overlay District as shown on the above referenced Plan as incorporated herein.

Waivers of Subdivision Rules and Regulations

The Board found in favor of the applicant's requests for waivers as noted below and voted to waive the following requirements of its Subdivision Rules and Regulations as part of this decision:

Section 6.2.1.i: Roadway construction in a floodplain. Waive the requirement that all streets shall be designed so that they will not require filling or construction within the 100-year flood plain as defined in the Zoning Bylaw. *The project constructs a portion of Surrey Lane within the floodplain. The road is located to have the least impact on wetland resources located on this portion of the site, and provides foot-by-foot compensatory storage.*

Section 6.2.1.l: Emergency access. Waive the requirement that lanes, roads, or easements provided for the exclusive use of emergency access are not allowed. *A single point of access road is proposed to reduce wetland resource impacts. Houses will be equipped with residential sprinklers.*

Section 6.2.1.h: Pedestrian Ways. Waive the requirement that pedestrian ways or bridle paths of not less than 15 feet in width may be required where deemed desirable to provide circulation or access to schools, playgrounds, parks, shops, churches, transportation, open spaces and/or other facilities. Such ways shall be graded suitable for vehicular passage. *The locations of the cul-de-sacs back up to a conservation area surrounded by wetlands and the Beaver and Mulberry Brooks.*

Section 6.2.f: Vehicular Easement. Waive the requirement that the proposed roadway network shall be designed to ensure free circulation of traffic. *The easterly and southeasterly portions of the site are abutted by single-family residents and the southerly and westerly portions of the site are abutted by conservation land. The terminus of Greenbrier Lane is a small parking area/hammerhead that provides the ability for motor vehicles to turn around and exist Greenbrier Lane. The Autoturn Movements plan sheet shows that fire apparatus can move freely through the cul-de-sacs.*

Section 6.2.3: Minimum number of access points. Waive the requirement that a subdivision with more than thirty-six lots must have three means of access. *The proposed layout has less wetland impacts than previously considered designs. An emergency access lane is provided and homes will be sprinklered.*

Section 6.2.4: Planting strips. Waive the requirement for street construction and design standards for planting strips. *Eliminating planting strips contributes to a smaller site layout consistent with Foundry Compact Neighborhood District (FCNOD) and allows additional yard area for residents.*

Section 6.2.4: Curves, radii less than 125 feet. Waive the requirement for street construction and design standards for curves, radii less than 125 feet. *The road design promotes compact design and a neighborhood setting consistent with FCNOD; maximizes the use of space furthest wetland resources; and maximizes the number of units that can be built on the site.*

Section 6.4.8: Bounds, Monuments & Markers. Waive the requirement for bounds, monuments and markers. *The road within the project will remain private owned and maintained by a Homeowners' Association. Perimeter boundary monuments and the required minimum of two special monuments tied into the Massachusetts State Plane Coordinate System will be installed.*

As used herein the term "applicant: or "developer" shall mean the original applicant or any successor thereto, including any developer of a single lot within the project. This approval is subject to the following conditions:

1. This Decision shall be binding upon every owner or owners of each of the lots, as shown on the Plan, and the executors, administrators, heirs, successors and assigns of such owners, and the obligations and restrictions herein set forth shall run with the land in full force and effect for the benefit of and enforceable by the Town of Easton. Reference of this approval shall be entered upon the Plan and this Decision shall be recorded at the Bristol County Northern District Registry of Deeds with the Plan and the recording information shall be provided to the Board for its records.
2. The applicant shall comply with all terms of the Memorandum of Understanding executed between Sawmill Village LLC and the Town of Easton Select Board dated March 3, 2021 and any amendments thereto which provide for mitigation for certain impacts of the development.
3. Final version of any approved plans shall be submitted on mylar for endorsement of the Planning and Zoning Board.
4. The roadways shall remain private in perpetuity and shall be maintained by a Homeowner's Association. The roadways shall not be extended or connected to any other way.
5. Ownership of a lot in the development shall confer automatic membership in the Homeowners' Association.
6. The Homeowners' Association shall indemnify, hold harmless, and release the Town from liability for any damages resulting from an action brought by a third party or the Association in any court due to the repair, use or maintenance of the private roads in the development.
7. A draft of the Homeowners' Association Declaration of Trust shall be submitted to the Board and Town Counsel for review and approval prior to execution.
8. Evidence of proper execution and recording of the Homeowners' Association Declaration of Trust shall be submitted to the Board prior to the commencement of construction activities.
9. Buffer areas and landscape screening depicted on the plans will be maintained by the applicant or homeowners' association in perpetuity in order to maintain a visual and noise buffer to adjacent properties.
10. A perpetual easement shall be granted to the Town of Easton to allow access to and maintenance of public utilities. This utility easement shall be deeded to the Town prior to the issuance of any Certificates of Occupancy.
11. The construction of all ways and installation of all municipal services shall be completed in accordance with applicable rules and regulations of the Board, unless explicitly waived in the

decision, within a period of three (3) years from the date of endorsement of the plan. The top course of the road shall be completed within one (1) year of installation of the binder course. Failure to do so may cause the plan to be subject to rescission. An extension of this timeframe must be approved in writing by the Board.

12. Prior to commencement of work at the site, the Applicant shall submit evidence of a recorded Form E Covenant. Prior to the release of any lots, the Applicant shall either demonstrate all roadway improvements, stormwater management components, and utilities have been constructed or execute a suitable agreement with the Board for surety in one of three methods, but the final form of any such agreement shall be subject to the approval of the Board and Town Counsel. Any and all financial surety shall be in an amount necessary to cover the costs of the uncompleted work as determined by the Board in conjunction with the Town staff and the Board's engineer.
13. Prior to commencement of construction the developer shall provide the planning department with an updated phasing plan schedule with timelines for each phase.
14. Prior to the commencement of construction, the developer will present the Planning & Zoning Board with final designs for street light poles for the Board's review and approval.
15. Prior to construction, detailed plans shall be provided to the Easton Planning Department for review and shall include the following items:
 - a. Landscape Plan with native and adaptive species
 - b. Lighting Plan updated showing lighting not greater than 1500 lumens and color temperature of less than 3,000K
 - c. Confirmation that plans have been revised to reduce the slope for sewer line p-14 or revised to include an inside manhole drop connection.
16. Prior to commence of work, the Applicant shall submit the stormwater system Operations & Maintenance plan and illicit discharge statement.
17. Prior to commencement of construction, the open space parcel is to be conveyed consistent with Article 97 to the town under the care and management of the Conservation Commission for permanent protection and the enjoyment of the public for passive recreation.
18. Daylighting the culverted section of Beaver Brook requires a construction easement from the Town of Easton. The work shall be scheduled to occur concurrent with road work and prior to issuance of Occupancy Permit for first house.
19. Once construction begins on the development as approved under Section 235-51.1 Compact Neighborhood Overlay District, the underlying zoning for the district becomes null and void and any future development of the site shall comply with said bylaw section.
20. Any changes to the final approved plan, including, but not limited to the grading or drainage system of the lots shall be approved by the Planning & Zoning Board, per M.G.L. C. 81 §81W.
21. Upon clearing the area associated with Lot #14 and Lot #15 the developer shall contact the Planning Director who will arrange for a Board member or members to perform a site inspection to determine if sufficient buffer remains between those lots and the abutting property. The developer shall install additional vegetation as required, should it be

determined during the inspection that additional buffering is required to properly shield the abutting properties from the new development.

22. The Easton Planning & Zoning Board shall review all exterior building designs and building placement for approval prior to submission of foundation and building permit applications.
 - a. No foundation or building permit for any of the dwellings shall be granted until the Planning and Zoning Board have approved all architectural and site plans as they pertain to the exterior design and placement of the buildings.
 - b. Care will be taken in placing homes to insure sensitive siting in relation to other neighboring homes.
 - c. Exterior architectural designs shall preserve traditional New England neighborhood designs through rich detail, continuity of theme and proper architectural scale for lots of this size. Houses shall be a maximum of 1,800 s.f. finished living area.
23. The Department of Planning and Economic Development must be notified at least 48 hours in advance of any construction activities requiring inspection, as outlined in the Easton Subdivision Rules and Regulations.
24. The following conditions of approval shall apply in regards to construction period monitoring:
 - a. One week prior to any land disturbance activities, the Applicant shall coordinate an onsite pre-construction meeting with the Town of Easton's Environmental Planner and/or Town's designated representative to observe the erosion controls installed at the site and review the sediment controls anticipated to be employed during construction, discuss the project schedule and meet the project general manager and construction supervisor. The Applicant/Developer, project manager, construction supervisor and Applicant's engineer shall be in attendance at this meeting.
 - b. At any point during construction, the Applicant shall allow the Town of Easton's Environmental Planner and/or Town's designated representative, to enter the site for the purpose of making observations as to the compliance of construction with the approved Site Plans.
 - c. The Town of Easton, may, at its discretion, use consultants to supplement Town Staff for, but not limited to, the purpose of construction observation. The cost of these services shall be paid for by the Applicant from an escrow account. The escrow account shall be fully funded 30 days prior to any land disturbance activities.
 - d. Upon completion of construction, the Applicant's engineer shall provide a report to the Town of Easton Planning and Zoning Board certifying the stormwater management system was installed in accordance with the approved plans. The report shall include a certification that the excavations of the proposed stormwater BMP's were inspected prior to backfilling. An as-built plan of the stormwater management system shall be provided with the report.

25. At a minimum, the Town of Easton's Land Use/Environmental Planner and/or Town's designated representative shall observe the construction of the stormwater management system at the following times:

Infiltration Basins, Detention Basin, and Constructed Wetland:

1. Upon completion of excavation and prior to backfill.
2. Upon completion of landscaping with periodic inspections following the completion of construction to evaluate the vitality of the plantings.

Rain Gardens:

1. Upon completion of excavation and prior to backfill.
2. Upon completion of landscaping with periodic inspections following the completion of construction to evaluation the vitality of the plantings.

Subsurface Infiltration Systems:

1. Upon completion of excavation.
2. Upon completion of chamber and crushed stone installation and prior to backfill.

26. The Applicant shall provide at least 72 hours' notice for said inspections.

27. If oils or hazardous materials are encountered at any point during construction activities at the Site, requisite notification shall be provided and conditions shall be addressed under the applicable provisions of the MCP

28. There will be no operation of tools or equipment used in construction, drilling or demolition work between the hours of 8:00 P.M. and 7:00 A.M. Monday through Saturday, or at any time on Sundays or Holidays.

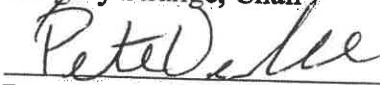
29. If the rights granted by this Special Permit are not exercised within two (2) years from the date of the filing of this Decision with the Town Clerk, the Special Permit shall automatically lapse.

**CORRECTED DECISION OF THE EASTON PLANNING AND ZONING BOARD
ON THE DEFINITIVE SUBDIVISION AND SPECIAL PERMIT APPROVAL
UNDER §235-51.1 COMPACT NEIGHBORHOOD OVERLAY DISTRICT
OF THE EASTON ZONING BYLAW**

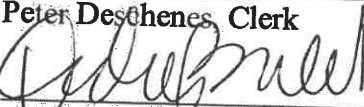
"Saw Mill Village" 560 Foundry Street (#20-178) and (#20-179)



Gregory Strange, Chair



Peter Deschenes, Clerk



Deborah Balcerek

Corrected Decision on the Definitive Subdivision and Special Permit - CNOD Approval
"Saw Mill Village" 560 Foundry Street, Easton, MA



Robert Stetson



Amos Keddem

Date: _____

2.9.2023

A True Copy Attest

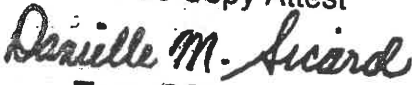

Town Clerk

EXHIBIT "D"

SAWMILL VILLAGE COMMUNITY TRUST

RULES AND REGULATIONS

A. GENERAL

1. These initial Rules and Regulations (the "Regulations") are promulgated to promote the convenience, quiet enjoyments, safety and welfare of the (the "Owners") of the dwelling lots (the "Lots") in the Sawmill Village Community Trust (the "Trust" or the "Community") and to preserve and enhance the quality and appearance of the Trust. These Regulations, as they may be amended from time to time, together with the Trust, the Declaration and the provisions of each Lot Deed, as well as all applicable laws and governmentally promulgated regulations, shall govern the Owner's occupancy and use of the Lots as well as the Owner's use of the Common Areas within the Community.
2. The Trustees of the Trust may change these Regulations from time to time and will give written notice of same to the owners of each Lot within a reasonable time thereafter.
3. The Owner is responsible for its residents, occupants, guests, tenants, visitors and servants and invitees to their Lots, and will further ensure that they abide by the Rules and Regulations of the Community as herein set forth and as amended and will abide by the Declaration and the Trust. The Owner is liable for any damage or destruction to the Lot or the Common Areas of the Trust caused by the Owner's guests, tenants, visitors and servants and invitees.
4. The Owner is responsible for securing its own homeowner's and/or fire insurance coverage.

B. COMMUNITY BUILDING AND RECREATIONAL FACILITIES

1. Reservations and scheduling of the Community Building for private and social events by the Owners shall be made in writing through the Trustees or their agent.
2. Who May Use The Community Building:
 - a. Owners may use the Community Building on an individual basis or with a group in which they will be present at all times.
 - b. Group activities that are open to the Community are listed below with the following stipulations:
 - i. Political meetings are permissible as long as all candidates for a given position are invited; i.e. candidate nights.

- ii. Group activities that will include participants from outside the community, in addition to Owners, must be approved by written request of the Trustees for each function. If public advertising is desired, this must also be included in the written request to the Trustees.
- c. Guests may use the Community Building for such occasions as wedding receptions, family gatherings and private parties that are not open to the entire Community if and only if they are accompanied by the Owner who shall be present and responsible at all times. All guests shall abide by the Regulations. Public advertising of such functions is not permitted. Any other uses must be approved by written request to the Trustees. No member may use the Community Building for an event for which he or she is not the host.
- d. The Community Building is not intended for the use by the general public.

3. Responsibilities and Rules.

- a. An Owner must obtain insurance for the use of the Community Building to protect the Trust and provide proof of the insurance to the Trustees or their agent prior to utilizing the facility. The Owner is responsible for any damage to the facility or common areas regardless of whether insurance covers them for it.
- b. Underage guests must be accompanied by an adult Owner and assumes full responsibility for them during Community Building use. If an Owner is scheduling a group event, the Owner should first check availability with the Trustees or their agent and have your activity put on the master schedule. If the guests are under the age of 18, they must be chaperoned by the Owner and a minimum of one adult per 15 minors.
- c. Community Building keys are not to be transferred or duplicated. Violation of this rule forfeits the key and use of the facility for one year. There will be a \$50.00 charge for lost keys.
- d. No decorations are allowed to be taped, tacked, nailed, stapled or adhered in any manner, shape or form, to the walls, ceilings or light fixtures. Exit signs must not be covered or obstructed from view.

Intentionally Omitted.

- e. If alcoholic beverages are to be served or consumed, the Owner and its adult guests must strictly adhere to the following: No parent or guardian shall knowingly suffer or permit any minor under the age of 21 to have in his or her possession or physical control any alcoholic liquor nor shall any person give away, dispose of, exchange or deliver, gift or procuring of any alcoholic liquors to any minor under the age of 21.
- f. No smoking is allowed on the premises.

- g. No animals are allowed inside the premises.
 - h. No profit-making activities may be held unless first approved by the Trustees and, if necessary, the Town.
 - i. Cancellations or change in scheduling must be communicated by the Owner to the Trustees, or their agent, as soon as known.
 - j. Owners are responsible for cleaning and returning the Community Building back to the same condition in which it was found after each use. This includes, but is not limited to, policing the restrooms, kitchen area and meeting rooms. Receptacles are to be used for all trash. If the kitchen area is used, it should be left clean. All garbage and trash are to be removed from the building and properly disposed of by the Owner.
 - k. In the event of a closing of the Community Building due to power outages, inclement weather or the like, the Trustees, or their agent, shall notify the Owner scheduled to use the facility who will then, in turn, be responsible for notifying its guests.
 - l. The Owner is responsible while using the Community Building to control the lighting, heating and air-conditioning. At departure, the Owner should set the thermostat for heat to 60 degrees in the winter and for air-conditioning to 75 degrees in the summer.
 - m. The Owner is responsible to ensure that all doors to the Community Building are fully closed and locked when leaving the facility, unless otherwise advised by the Trustees or their agent.
 - n. At no time may the number of occupants in the Community Building exceed the maximum occupancy permitted by the Town
4. A refundable security deposit is required in the amount of \$50.00. A cleaning/damage deposit of \$250.00, payable by separate check to be returned when, upon inspection by the Trustees or their agent, no damage has occurred and the Community Building is determined to be in the same condition as prior to its use. If damage has been found or cleaning needs to be done, an appropriate portion or the entire deposit is forfeited. Damages in excess of the deposit will be charged to the Owner which will be immediately due and payable. The security deposits shall be provided to the Trustees at least one week prior to the event. The security deposit will be held until final inspection is made and returned to the Owner within seven (7) days of the event.

C. EXTERIOR MAINTENANCE, APPEARANCE AND IMPROVEMENTS

- 1. The Owner must maintain the Lot and home's exterior to reasonable aesthetic standards and Design Guidelines which are established by the Trust and applied uniformly throughout the Community (including the Design Guidelines established

by the Trustees), and to keep the exterior of the Home and the Lot neat and in good repair and in keeping with the original construction design.

2. The Owner shall not place gravel, stone, pebbles, slate, lava or bricks and other non-organic improvements on the Lot without the prior written approval of the Trustees of the Trust. Upon obtaining written approval, if wood chips, rocks and/or pebbles are used as part of the landscaping, Owners shall not permit such groundcover to spread or otherwise disburse into the street, driveway and/or neighbor's space(s) and must remove and clean up such ground cover from the street, driveway and/or neighbor's space(s) immediately.
3. The Owner may not alter the exterior features or appearance of the Home (exterior paint colors being specifically excluded from this prohibition) or make additions or improvements of any kind to the exterior of the Home, or make physical improvements on the Lot, unless the Trust approves of the change in writing in advance. Any such requested changes must be in keeping with the continuity of the community as well as in accordance with the Town's permit and approval process. In the event the requested alterations or additions are approved, the same shall be at the sole expense of the Owner. In the event the Trust incurs fees needed to approve or disapprove requested improvements, the cost shall be at the sole expense of the Owner. No fencing shall be permitted unless originally installed at the time of construction of the dwelling house or subsequently approved by the Trustees.
4. In order to protect the integrity of the underground utilities, the Owner may not allow any rods, stakes or pipes to be driven into the ground or otherwise dig in any area on the Lot, unless the Trust approves of such action in advance in writing and with the approval of Dig Safe.
5. The Home, as well as any garage, steps, deck or other structures that have been placed on the Lot (all of which must be with the prior written permission of the Trustees of the Trust unless placed by Declarant or Builder), must be kept in their original locations, properly maintained and insured by the Owner, and in colors approved by the Trustees.
6. Man-made objects, including but not limited to, bird baths, statues, figurines, pagodas, bird feeders, wind sticks, etc., are not permitted if visible from street.
7. If the home's exterior does not comply with these Rules and Regulations, the Trust may notify the Owner of that fact, and of the cost for the required work to be done. If the Owner does not remedy the problem with 10 days of receiving the notice then the Trust may do the work, and the Owner must pay the cost of the work, together with the costs including attorneys' fees of collecting this debt.
8. The Owner may not use the driveway or lawn area of the Lot for storage of boats, campers and unregistered vehicles. These items may be stored in the Home or garage, if any.

9. In order to preserve and enhance the quality and appearance of the Community, window air conditioners are not permitted.
10. No sign of any kind may be erected on any common elements of the Community or Lots except with the prior written approval of the Trustees. This Rule and Regulation does not apply to signs installed by the Declarant or Builder.

D. DESIGN STANDARDS

The Trustees, in their sole discretion, shall have the right to determine and establish the design standards to be maintained by any and all construction in the subdivision, and their approval shall be required for the plans for any and all replacement or renovation construction, and all such construction must be in accordance with such approved plans except for construction by the Declarant or Builder. The Declarant has established the initial Design Guidelines attached hereto as Exhibit E and the Trustees or an Architectural Review Board, appointed by the Trustees, if any, shall have the right to add additional Design Guidelines and to enforce all Design Guidelines after the Declarant Control Period.

- E. The Owner shall store garbage, trash and recyclables inside the home or garage until 6:00 a.m. on the day(s) designated for trash removal, and shall dispose of garbage, trash and recyclables in accordance with the rules and regulations of the Trust, as may be amended from time to time. Trash bags and any containers must be placed adjacent to the curb of the Owner's Lot but in no case shall it be placed in such a position as to obstruct the sidewalk or the free movement of traffic. Trash contained must be brought back inside the home the same day.

F. OTHER

1. The Trust has a "No Solicitation and No Peddling" policy, to the extent allowed by applicable law or regulations. The Trust requests that the Owner notifies the Town Police Department of any solicitation or peddling within the Community.
2. The Owner may hire any contractor or supplier to provide goods and services on the Lot, provided that before such work commences the Owner determines that such contractor or supplier carries adequate insurance.
3. The Owner may not dump, flush or discharge any harmful or improper wastes or substances into any disposal system serving the Lot or other recreational facility. Examples of substances and wastes which cause damage to or clog the collection system when placed in toilets, showers, bathtubs and sinks include but are not limited to aluminum foil, sanitary napkins, coffee grounds, leaves, grease, paint, oil, and gas. The Owner shall dispose of such substances and waste, including hazardous waste and toxic substances, according to handling and removal instructions issued by the Town and/or the state and Federal government. The Owner shall pay for the cost of removing any obstruction or otherwise repairing any damage to the sewer line caused by the negligent act or omission or willful misconduct of the Owner.

4. Sports Equipment: Basketball hoops or backboards or other sports equipment such as play sets may be erected or installed on any Lot or Home but only with the written consent of the Trustees.
5. Clothesline: No clothesline or clothes poles shall be erected or installed on any Lot or Home unless they can't be seen from street or by neighbors or abutters.
6. Seasonal Decorations and Lighting: Seasonal holiday decorative lighting may be displayed between Thanksgiving Day and January 22nd only. Said seasonal lighting and decorations must be promptly removed and stored no later than January 31st. Decorations for other holidays or special occasions may only be displayed up to two weeks in advance of the occasion or the month of occasion, whichever is longer. Decorative lighting for other holidays must be removed and stored no later than two days following the holiday.
7. Fences: The style of any fences installed on any Lots or homes must be approved, in writing by the Trust which approval may not be unreasonably withheld.
8. Swimming Pools: Swimming pools, spas and hot tubs of any kind, above-ground or in-ground, are prohibited unless with the prior written approval of the Trustees and the Town.
9. Intentionally Omitted.
10. Mailbox and Newspaper Boxes: No mailbox or newspaper boxes shall be installed on the Lot except for the mailboxes or newspaper boxes installed by the Declarant. But owners may replace mailboxes or newspaper boxes with identical style. If not available, prior written approval of the Trustees is required.

G. MOTOR VEHICLES AND TRAFFIC

1. The Owners and their guests may park up to two automotive vehicles (passenger cars, non-commercial trucks of less than 10,000 pounds and sport-utility vehicles) in the designated parking spaces provided on the Lot's driveway. Car covers are prohibited. No trucks with lettering visible from the street for overnight parking.
2. The Trust is not responsible for any damage to or theft of a motor vehicle, its accessories or contents parked anywhere within the Community.
3. Pedestrians must have the right of way on all roadways within the Community. Owners must operate motor vehicles in a safe and courteous manner and obey all signs and signals. The speed limit is 20 miles per hour on all roadways within the Community.
4. Unregistered vehicles (including, but not limited to, automobiles, trucks, motor homes, RVs, campers, go-carts, mini-bikes, motorcycles or snowmobiles) may not be stored on the Lot, unless in garage or hidden from street and abutters.

5. Recreational vehicles, boats and trailers may not be stored or parked on the Lot or within the Common Areas of the Community.

H. SATELLITE/ANTENNA RULES

Rules relating to satellite dishes and antennas are attached hereto as Exhibit "F".

EXHIBIT "E"

DESIGN GUIDELINES

The Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") establishes the responsibilities of the Declarant during the Declarant Control Period and the Trustees thereafter for Architectural Review and sets forth the procedures for making exterior changes to homes. This document places limitations on the exterior changes homeowners may make to their property. The Declaration, a legal document, binding on all homeowners, is provided to each homeowner. Every homeowner is encouraged to read the document in its entirety and to refer to it before beginning exterior changes. Exterior changes, except as noted in the first paragraph below, must be approved in writing. The purposes of the Architectural Review (the "AR") are to establish and preserve the harmonious design for the community and to protect the value of property in the community. Major improvements can have a significant impact on the appearance of the original building and on neighboring property. The Declarant or Trustees, as the case may be, will be sensitive to this fact in making its decisions regarding all requests. After the Declarant Control Period, the Trustees shall have the right, but not the obligation, to establish an Architectural Review Board ("ARB") if they so desire. Otherwise, the Trustees shall perform this function. The Architectural Review Approval Authority ("ARAA") is hereby used and refers to the Declarant during the Declarant Control Period and the Trustees or ARB thereafter and their managing agent, if any.

Procedures for Obtaining Written Approval

If general maintenance and repair is being done that does not alter the design or materials used in the original structure no approval is required. Some examples are: Replacement of roof of the same type, design, and color as the original; replacement shutters, if any, of the same size, design, style, and color as the originals; and replacement of the deck of the same type, design, and materials as originally constructed.

- Step 1: The homeowner shall completely fill out an Architectural Request Form available from the ARAA. Only written requests will be considered.
- Step 2: The homeowner shall deliver the filled out Architectural Request Form with detailed drawings and specifications of the project to the ARAA if any, as the case may be. A copy of the house location plot plan should be attached as well as a current photograph of the house. The plan should be drawn to scale neatly with full dimensions and details clearly labeled. Any request for color changes must be accompanied by a color sample.

Timeline Schedule: To facilitate the approval process and to provide a thorough and timely response to requests for architectural improvements, requests should be submitted a minimum of 30 days prior to expected commencement of work and at least 10 days prior to a regularly scheduled Board meeting. ARAA's reply will be given within 30 days of receipt of a complete package. Approved projects must be completed within six (6) months from date of approval.

Step 3: The ARAA will receive the Request package from the Owner. If all of the documentation is not received, the Declarant, Trustees or ARB will return the package to the Owner with a request for the required information. If the package is considered complete, the Trustee or member of the ARB if any will review the request making a visual inspection of the property.

Step 4: The ARAA will review all requests, and either approve as submitted, suggest changes to the plans to adhere to these Guidelines, or disapprove. The applicant will receive written notification of a final decision.

If the applicant desires to modify the plans or specifications for architectural changes during construction, a revised application must be submitted to the ARAA. The ARAA will review the revised application and reply to the Owner.

Step 5: Approvals are valid for six (6) months from the date the applicant receives the official notification. Upon completion of the proposed project, the homeowner should notify the ARAA and the ARAA will make an inspection to determine compliance with the approved plan. A letter certifying the compliance of the work will be issued upon completion or a written request for corrective action will be issued if the project was not built as approved.

If the application is not approved, the ARAA will respond in writing to the Owner and homeowners are encouraged to work with the ARAA to resolve any objections to a request. The ARAA may make suggestions for modifying the application to make it acceptable. The ARAA will notify the applicant via telephone or in writing.

General Considerations

Homeowners may not cause drainage problems to their yards, their neighbor's yards, and/or to the Common Area, but must provide for the proper watering and maintenance of same.

All homeowners are entitled to use the Common Area. However, no individual homeowner may convert any portion of the Common Area for his or her exclusive use. Homeowners may not plant gardens or store firewood. Everything that is not a private lot is considered Common Area.

NON-COMPLIANCE:

Failure to obtain the necessary prior approvals or non-conformance to the approved plans or schedule constitutes a violation of these Guidelines and/or the Declaration of Covenants, Conditions, Restrictions and Easements and may require modification or removal of unauthorized work at the sole risk and expense of the homeowner.

An owner who does not obtain the required written authorization prior to the start of a project will be issued a letter constituting a stop work order upon three (3) business days of the observance of the violation by a member of the ARAA. The stop work order shall remain in effect until the matter is resolved and a hearing with the ARAA is scheduled and convened. A fine may be imposed at the rate of \$100.00 per day for violations and the Owner shall be

responsible for all costs and attorney's fees incurred by the Trust. Fines and attorneys' fees are due and payable upon notification of the fine.

MISCELLANEOUS

In appropriate cases, as determined solely by the ARAA, the ARAA may require the consent of neighbors. No provision contained in these Guidelines shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur and these Guidelines may be amended, modified, or replaced by the Declarant, Trustees or ARB, as the case may be.

EXHIBIT "F"

ANTENNA AND SATELLITE DISH RESTRICTIONS

1. Definitions.

(a) "Video Antenna" means an antenna or satellite dish designed to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, wireless cable and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location – The definition does NOT include, among other things, Amateur ("HAM") Radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Video Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Antenna or similar structure are part of the Video Antenna. .

(b) "Impermissible Antenna" means any antenna, satellite dish, or structure used to transmit or receive radio, television, cellular, or other signals other than a Video Antenna not permitted in 1(a) above are as follows: Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS") and AM/FM radios.

2. (a) No resident shall install a Video Antenna on any portion of the Common Area.

3. If a Video Antenna is installed on a Lot, such installation shall be subject to the following:

(a) Video Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Video Antennas for satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Trustees. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Video Antennas should be placed in areas that are shielded from view from outside the project or from other homes; provided that nothing in this rule shall require a Video Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available. Owners must first attempt to install the video antenna in the back of the yard of the Home. If that does not provide an acceptable signal, the Owner must install the video antenna on the side of the Home securely attached to the siding. Owners are solely responsible to ensure that such installation will not void any warranties on components of the Home. All wiring shall be run so as to be inconspicuous as possible. On removal of the Video Antenna, any disturbed areas must be restored.

(d) Video Antennas shall not be placed in areas where they block fire exits, walkways, driveways, ingress or egress from an area (including the Home), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the community. The primary purpose of this rule is to provide clear access for emergency personnel.

(e) Video Antennas shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Video Antennas are allowed to be placed outside the building, the Trustee may require it to be painted to match, or be compatible with, the color of the Home if such painting does not cause an unacceptable quality signal. In addition, the Trustees may require a resident to install and maintain inexpensive screens or plants to shield the Video Antenna from view consistent with the requirements of Federal Communications Commission rules.

(g) Any resident installing, maintaining, or using a Video Antenna shall do so in such a way that does not damage the general common elements or the homes, void any warranties or impair the watertight integrity of the Home.

(h) The residents who own or use a Video Antenna are responsible for all costs associated with their Video Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Video Antenna; (b) repair damages to the common area, the Home, other homes, and other property caused by the installation, existence, or use of the Video Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Video Antenna; and (d) reimburse residents or the Trust for damages caused by the installation, existence, or use of the Video Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Trustees prior to the commencement of work, naming the Trust and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Video Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Video Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses. In addition, the Board may seek injunctive relief.

5. Impermissible Antennas as defined in Section 1(b) are prohibited.

6. To the extent permitted by the FCC, in order to allow the Trust's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Video Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Video Antenna, the Board may do so at the resident's expense.

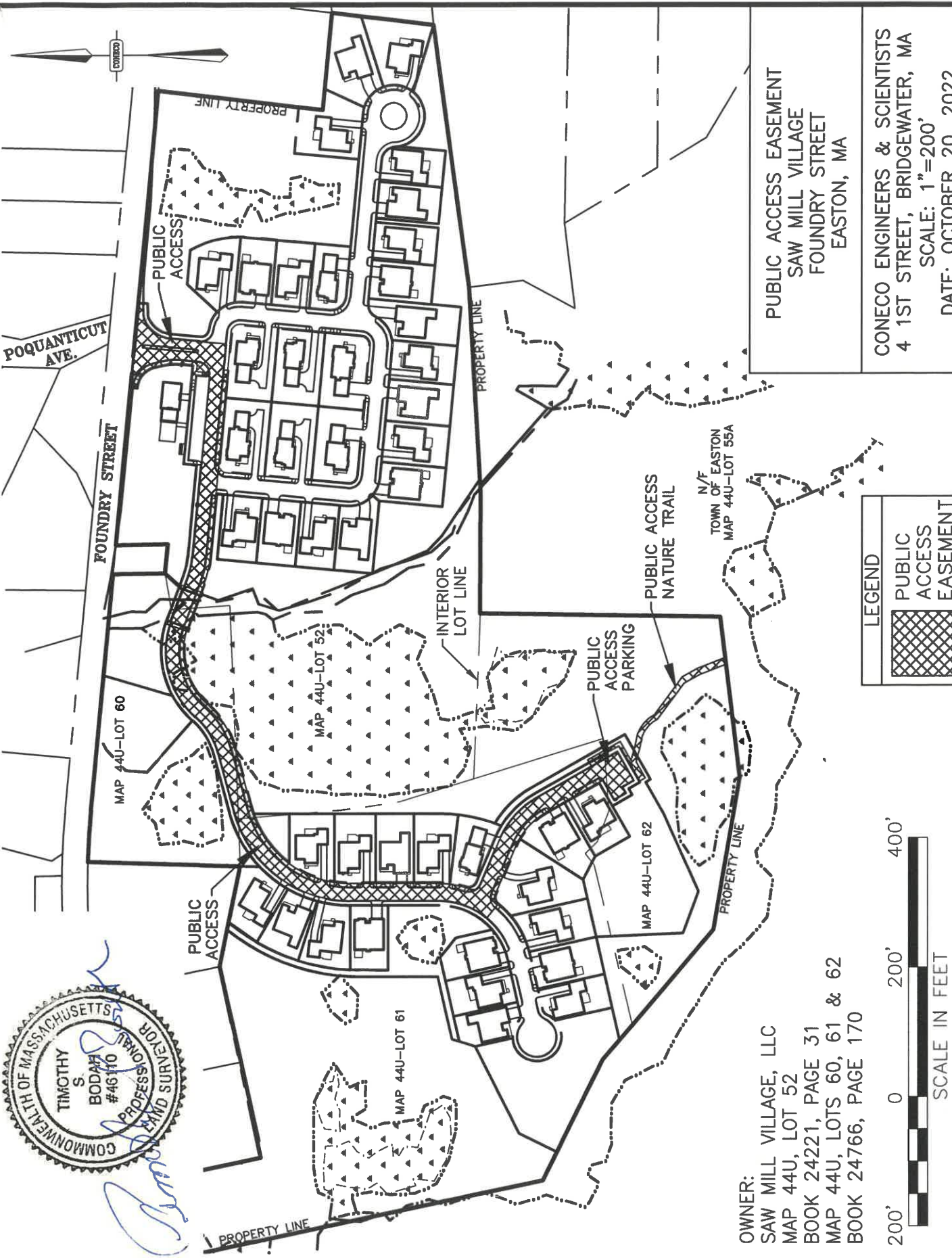
8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are determined to create unreasonable costs, unreasonable delay or prevention of an acceptable quality signal by a resident or Owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. The Board may amend these Restrictions from time to time as it deems necessary.

EXHIBIT "G"
PUBLIC ACCESS PLAN



Timothy S. Bodafi



OWNER:
SAW MILL VILLAGE, LLC
MAP 44U, LOT 52
BOOK 24221, PAGE 31
MAP 44U, LOTS 60, 61 & 62
BOOK 24766, PAGE 170



LEGEND	
	PUBLIC ACCESS EASEMENT

PUBLIC ACCESS EASEMENT
SAW MILL VILLAGE
FOUNDRY STREET
EASTON, MA

CONECO ENGINEERS & SCIENTISTS
4 1ST STREET, BRIDGEWATER, MA
SCALE: 1"=200'
DATE: OCTOBER 20, 2022