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2023 00013547

Bk: 28407 Pg: 233 Page: 1 of 22  
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ATTEST: Barry J. Amaral, Register  
Bristol County North Registry of Deeds

DECLARATION OF TRUST  
OF SAWMILL VILLAGE COMMUNITY TRUST

THIS DECLARATION OF TRUST made this 12<sup>th</sup> 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 (hereinafter together called the “Declarant” or “Trustee” or “Trustees,” which term any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the contact so permits), being the owners of certain real property situated in the Town of Easton, County of Bristol, Massachusetts described in the Saw Mill Village Declaration of Covenants, Conditions, Restrictions and Easements recorded contemporaneously herewith.

ARTICLE I

NAME OF TRUST

The Trust hereby created shall be known as the “SAWMILL VILLAGE COMMUNITY TRUST” (the “Trust” or “Condominium Trust”), and under that name, so far as legal, convenient and practicable, all business carried on by the Trustees shall be conducted and all instruments in writing by the Trustees shall be executed.

ARTICLE II

THE TRUST AND ITS PURPOSE

Section 2.1. Owners Organization. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the “Common Area” or “Common Elements”) of the compact neighborhood residential development (hereinafter called the “Community”) established by said Declaration of Covenants, Conditions, Restrictions and Easements and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of Lots and Homes of the Community (hereinafter called the “Owners”). This Trust, being the organization of the Owners established

pursuant to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Section 2.2. Entity Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Owners are beneficiaries and not partners or associates or any other relation whatsoever between and among themselves and with respect to the Trust Property and hold no relation to the Trustees other than as beneficiaries with only such rights as are conferred upon them as such beneficiaries hereunder.

### ARTICLE III

#### INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in in Section 1.1 of the Declaration of Covenants, Conditions, Restrictions and Easements of the Saw Mill Village ("Declaration").

### ARTICLE IV

#### MEETINGS OF OWNERS

Section 4.1. Annual Meetings. The annual meeting of the Trust shall be held on the first Wednesday in May of each year which occurs after there is an Owner other than the Declarant or Builder, at such time and place as designated by Trustees, or upon a date in lieu of a missed meeting as fixed by the Trustees.

Section 4.2. Special Meetings. The Trust shall hold a special meeting: (1) if so directed, by majority vote of the Trustees; (2) upon a petition presented to the Trustees and signed by Owners entitled to cast at least forty-five (45%) percent of the total number of votes (excluding the Declarant's votes); or (3) upon request of the Declarant. The signatures on a petition requesting a special meeting shall be valid for a period of ninety days after the date of the first such signature. Such petition or request must: (1) specify, with particularity, the purpose, or purposes, for which the meeting is to be held; and (2) be delivered to the Trustees. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting. Such meeting shall be held within not less than thirty (30) days but within sixty (60) days of the Trustees' receipt of a duly presented petition or, in all cases, such earlier date, which allows for proper notice, as the Trustees may determine.

Section 4.3. Notice of Meetings.

(a) Content and Timing. Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by or as directed by the Trustees to each Owner entitled to vote at such meeting not less than seven (7) nor more than sixty (60) days before the date of the meeting.

(b) Extraordinary Actions. Notwithstanding the provisions of Subsection (a), notice of a meeting to act on a plan of merger or consolidation or dissolution of the Trust shall be given not less than twenty-five nor more than sixty days before the date of meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution.

Section 4.4. Waiver of Notice of Meetings.

(a) Written Waiver. Whenever any notice is required to be given of any meeting of the Trust, a waiver thereof in writing signed by an Owner entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Owner and such waiver shall be delivered to the Trustee for filing with the Trust records.

(b) Waiver by Attendance. An Owner who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

Section 4.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Trust if Owners entitled to cast at least fifty-one (51%) percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once an Owner is present at a meeting such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is or shall be set for that adjourned meeting.

If at any meeting of the Trust a quorum is not present, the Trustees may recess or adjourn or close the meeting.

Section 4.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Trust shall be as follows: (1) report of managers; (2) report of Trustee's; (3) Treasurer's report; (4) reports of committees, if any; (5) appointment of inspectors of election (when so required); (6) election of Trustees (when so required); (7) unfinished business and (8) new business, if any; provided, however, that balloting for election of Trustees may commence at any time at the direction of the Trustees.

Section 4.7. Conduct of Meetings. The Chairman shall preside over all meetings of the Trust and the Trustees or its Manager shall keep the minutes of the meetings and record all votes adopted at the meetings and proceedings occurring at such meetings. The Chairman may designate any person to act as the presiding officer. The Trustees may adopt such rules for the conduct of the meeting as it may determine.

## ARTICLE V

### VOTING

Section 5.1. Voting Rights. The voting rights of the Owners of the Trust is as follows:

- (a) Each Owner 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. The Declarant shall be the Owners of all Lots owned by them.

Section 5.2 Additional Provisions Governing Voting.

- (a) Trust Votes. If the Trust is an Owner, the Trust shall not cast its votes with respect to any Lot it owns, however, such votes shall be counted for the purpose of establishing a quorum. Lots A thru M shall not be entitled to vote and shall not be counted for the purpose of establishing a quorum.
- (b) Multiple-Person Owners. Since an Owner may be more than one Person, the Owners may designate the Person who may vote with respect to the subject Lot by a designation instrument submitted to the Trustees and signed by all Owners. If no

designation form is submitted, the Trustees may determine the designated voter for the Lot.

(c) Voting Certificate. If an Owner is not a natural person, the vote by such Owner may be cast by any natural person authorized by such Owner. Any vote cast by a natural person on behalf of such Owner shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast. Wherever the approval or disapproval of an Owner is required by the Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Owner at any meeting of the Trust.

(d) Delinquency. No Owner may vote at any meeting of the Trust, have their consent or approval be counted, be elected to serve on the Board of Trustees or serve as a Trustee or Officer if payment by such Owner of any financial obligation to the Trust is delinquent, but may be counted solely for purposes of establishing a quorum.

(e) Required Vote. A Majority Vote of those Owners present in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon, except as otherwise provided in the Documents. The Trust shall be amended only in accordance with the terms hereof. The Trust is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof.

(f) Cumulative Voting. There shall be no cumulative voting.

### Section 5.3. Manner of Voting.

(a) At a Meeting. Voting by Owners at a meeting shall be by a show of hands vote (except for the election of Trustees which shall be by written ballot or a vote by acclamation) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Trustees, elections of Trustees (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot or by mail. Ballots shall be returned to the Trustees by the date specified on the ballot. The Trustees shall determine the method of voting, the form of all ballots and the deadline for return of ballots.

Section 5.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holders discretion). Proxies shall be in writing, shall be dated, shall be signed by the Owner or a Person authorized by the Owner, shall be valid through the date of the subject meeting or any adjournment thereof, and shall be filed with the Trustees. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner prior to the meeting and/or Vote authorized.

## ARTICLE VI

### TRUSTEES

Section 6.1. Number of Trustees. During the Declarant Control Period, the Trustees shall be appointed by Saw Mill Village, LLC. After the Declarant Control Period, the Board shall consist of three (3) Trustees.

Section 6.2 Election of Trustees and Term of Office.

(a) Declarant-Controlled Trustees. During the Declarant Control Period, all Trustees shall be appointed by the Declarant who shall appoint, remove and replace such Trustees at will, and designate the terms thereof, until the meeting described in Section 6.2(b) below is held at which all Owners with voting rights are entitled to elect a majority of the Trustees. The initial Declarant appointed Trustee shall be Saw Mill Village, LLC.

(b) Owner-Controlled Trustees. At the first annual meeting of the Trust following the end of the Declarant Control Period or at any special meeting called by the Declarant to transfer control of the Trustees, the number of Trustees shall be increased to three (3). The Trustees shall be voted upon by all Owners having voting rights, including the Declarant.

Persons elected shall have terms so that the term of office of one-third (or a whole number as near to one-third of the total number of Trustees as possible) of the Trustees shall expire at the first three annual meetings after their election. The Trustee receiving the greatest number of votes shall be elected for the longest available term and thereafter in succession. All successive Trustees shall be elected to serve for staggered terms of three years each, unless elected to fill a vacancy, in which case such Trustee shall serve as provided in Section 6.5 below. Except for death, resignation or removal, the Trustees shall hold office until their respective successors shall have been elected and qualified. If an election is not held when required, the Trustees holding over shall have the authority and power to manage the business of the Trust until their successors are duly elected. Persons elected or appointed Trustees shall become Trustees upon recording of such election or appointment and acceptance with the Registry of Deeds.

Section 6.3 Qualifications. Election Procedures.

(a) Qualifications. No person shall be eligible for election as a Trustee unless such person is an Owner, an Owner's spouse, an officer, manager, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative of such Owner shall be elected as a Trustee or continue to serve as a Trustee if such Owner is delinquent in meeting financial obligations to Trust or found by the Trustees after a hearing to be in violation of the Documents or Rules and Regulations.

(b) Election Procedures. Prior to each meeting of the Trust at which Trustees are elected by Owners other than the Declarant, the Trustees shall develop election procedures and administer such procedures for election of Trustees by ballot of the Owners at annual meetings and, where appropriate, special meetings, or as otherwise provided for in this Trust.

Section 6.4 Removal or Resignation of Trustees. Except with respect to Trustees appointed by the Declarant and replacements thereof, at any special meeting of the Trust duly called for that purpose, any one or more of the Trustees may be removed with or without cause-by the Owners

entitled to cast a majority of the total number of votes in the Trust, and a successor may then and there be elected to fill the vacancy thus created or at a meeting subsequently called therefor.

Section 6.5 Vacancies. Vacancies on the Board of Trustees caused by any reason other than: (1) the removal of a Trustee by the Owners; or (2) removal or resignation of a Trustee by the Declarant shall be filled by a Majority Vote of the remaining Trustees at the meeting of the Trustees held for such purpose or, if the Trustees remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the Trustees remaining in office even though the Trustees present at such meeting constitute less than a quorum. Each person so elected shall be a Trustee until a successor shall be elected at the next annual meeting of the Trust. Vacancies caused by removal of a Trustee by the Owners shall be filled by a vote of the Owners and the successor Trustee shall serve the remainder of the term of the Trustee being replaced. If the Owners do not fill the vacancy within thirty (30) days, the remaining Trustees may appoint a Trustee to fill the vacancy. The term of the replacement Trustees shall expire so that the staggered terms shall remain unaffected.

Section 6.6. Powers and Duties of the Trustees. The business and affairs of the Trust shall be managed by the Trustees elected or appointed in accordance with the procedures set forth above. The Trustees shall have all of the powers and duties necessary for the administration of the affairs of the Trust and may do all such acts and things as are not required by the Documents to be exercised and done by the Owners. In addition to the duties imposed by any other provision of the Documents or by any vote of the Trust that may hereinafter be adopted, the Trustees shall perform the following duties and take the following actions on behalf of the Trust:

(1) Provide goods and services in accordance with the Documents and provide for Upkeep of the Common Area and, to the extent provided in the Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and the general administration of the Trust and, to the extent provided in the Documents, of the Lots; and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.



(3) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Trustees and use the proceeds to carry out the Upkeep of the Property and other land (to the extent the Trust is so authorized by the Documents) and the general administration of the Trust.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Documents.

(5) Open bank accounts on behalf of the Trust and designate the signatories thereon; provided that reserve accounts shall require the signature of two Trustees.

(6) Enforce the provisions of the Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Owners of any litigation against the Trust.

(9) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefore and adjust and settle any claims thereunder.

(10) Pay the cost of goods and services rendered to the Trust.

(11) Notify the appropriate Mortgagee of any default by an Owner in paying Assessments for Common Expenses or for any other default, simultaneously with the notice sent to the defaulting Owner, but the Trustees shall only be obligated to notify the mortgagee if the mortgagee has requested that notices of delinquency be sent to it.

(12) Provide a Statement of Common Expenses with respect to a Lot within ten days (or as otherwise required by law) after a written request therefore and payment of the appropriate fee in accordance with the Declaration.

(13) Prepare and adopt an annual budget and make Assessments to defray the Common Expenses of the Trust, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Annual Assessment for Common Expenses in accordance with the Declaration.

(14) Borrow money on behalf of the Trust, when required for any valid purpose, and 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.

(15) Sign deeds, leases, instruments and applications for construction permits or similar documents for the Common Area owned in fee simple by the Trust, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or Builder or upon its own determination.

(16) Dedicate, lease or transfer any portion of the Common Area or grant or terminate easements, rights-of-way or licenses over and through all the Common Area pursuant to the Declaration and subject to the restrictions as may set forth therein.

(17) In accordance with the Declaration, suspend the right of any Owner; occupant of a Lot, and the right of such Person's household member, guests, employees tenants, agents and invitees to use the Common Area.

(18) Acquire, hold and dispose of Lots to enforce the collection of Assessments and mortgage the same.

(19) Do anything else not inconsistent with the Documents.

#### Section 6.7. Meetings of Trustees

(a) Types of Meetings The first (organizational) meeting of the Trustees following an annual meeting of the Trust shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the Trustees for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board of Trustees for the ensuing year. Regular meetings of the Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Trustees may be called by the Chairman and shall be called upon written request of at least two Trustees. Any final action taken by the Trustees in executive

session shall be recorded in the minutes. The Trustees shall hold their meetings in the Commonwealth of Massachusetts.

(b) Notice. Notice of meetings of the Trustees shall be given to each Trustee personally or by mail, electronic mail, telegraph, telecopy or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose therefore. No notice of the organizational meeting of the Trustees shall be necessary if such meeting is held immediately following the annual meeting. If all Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

(c) Waiver of Notice. Any Trustee may at any time, in writing, waive notice of any meeting of the Board of Trustees, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Trustees shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the Trustee attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

(d) Quorum of the Trustees. At all meetings of the Board of Trustees, a majority of the total number of Trustees shall constitute a quorum for the transaction of business, and a vote of the majority of the total number of Trustees shall constitute the decision of the Board of Trustees, unless provided otherwise in the Documents. If at any meeting of the Board of Trustees there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the recessed or adjourned meeting is reconvened, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A Trustee who participates in a meeting by any means of communication by which all Trustees simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

(e) Conduct of Meetings. The Chairman shall preside over meetings of the Trustees and the Secretary shall keep or cause to be kept by the managing agent the meetings and recording of all votes adopted at the meetings and proceedings occurring at the meetings. The Board may adopt rules for the conduct of its meetings.

Section 6.8. Action by Trustees Without Meeting. Any action by the Board of Trustees required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the Trustees. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Trustees.

## ARTICLE VII

### MANAGING AGENT

Section 7.1. Compensation. The Trustees may employ or contract with, for the purpose of administering the Property, a managing agent at a compensation to be established by the Trustees.

Section 7.2 Requirements. The managing agent shall be a bona fide business enterprise which manages residential projects or common interest communities. The managing agent or its principals shall have a minimum of five (5) years experience in community management. The managing agent must be competent to advise the Board of Trustees regarding the administrative operation of the Property.

Section 7.3. Duties. The managing agent shall perform such duties and services as the Trustees shall direct. Such duties and services may include, without limitation, the duties listed in Sections 6.6 (1), (2), (3), (6), (7), (8), (9), (10), (11), (12), and (19). The Trustees may delegate to the managing agent all of the powers granted to the Trustees by this Trust other than the powers set forth in Sections 6.6 (4), (5), (13), (14), (15), (16), (17), and (18). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Documents.

Section 7.4. Standards. The Board of Trustees shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Trustees:

(1) a cash method of accounting shall be employed and expenses required by this Trust to be charged to one or more but less than all Owners shall be accounted for and reported separately;

(2) one or more persons shall be responsible for handling cash but this authority may be delegated to the managing agent (reserve accounts shall only be accessible by joint signature of two Trustees or one Trustee, if there be only one). If a management agent is retained, the management contract shall spell out any additional financial controls and the authority of the manager;

(3) cash accounts of the Trust shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Trust whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Trust;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Trust shall be disclosed promptly to the Trustees; and

(6) a financial report shall be prepared for the Trust at least quarterly, containing: (i) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (ii) an "account , status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iii) a "balance sheet" reflecting the financial condition of the Trust on an unaudited basis; (iv) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (v) a "delinquency report" listing all Owners who are delinquent in paying assessments and describing the status of any actions to collect such assessments; (vi) copies of all bank statements; (vii) check registers and an expense distribution report shall be provided to the Treasurer monthly.

Section 7.5. Limitations. The Board of Trustees may employ a managing agent for an initial term not to exceed two years; provided, however, that the terms of any such management agreement may be renewable by mutual agreement of the parties for successive one-year terms.

## ARTICLE VIII

### OFFICERS

Section 8.1. Designation and Duties of Officers. The principal officers of the Trust shall be the Chairman, the Secretary and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. Each Officer shall perform such duties as are normally associated with such office in a volunteer organization except to the extent (if any) inconsistent with the Documents, and shall perform such duties as may be assigned to such Officer by resolution of the Board of Trustees. If any Officer is unable for any reason to perform the duties of their office, the Chairman (or the Board of Trustees if the Chairman fails to do so) may appoint another qualified person to act in such Officer's stead on interim basis.

Section 8.2. Election of Officers. The Officers of the Trust shall be elected annually by the Trustees at the first meeting of new Trustees and shall hold office at the pleasure of the Trustees. Any Officer may hold more than one position. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Trustees.

Section 8.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Trustees. Unless otherwise specified, such resignation shall take effect upon receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of Trustees any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Trustees or at any special meeting of the Trustees called for such purpose.

Section 8.4. Vacancies. A vacancy in any Office may be filled by appointment by the Board of Trustees. The person appointed to fill an Officer vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 8.5. Chairman. The Chairman shall be the chief executive officer of the Trust; preside at all meetings of the Trust and of the Board of Trustees; have general and active direction of the business of the Trust subject to the control of the Trustees; see to the execution of the resolutions of the Trust and the Board of Trustees; see that all orders and resolutions of the Trustees are carried into effect; and, in general, perform all the duties incident to the Office of Chairman.

Section 8.6. Secretary. The Secretary shall keep or cause to be kept by the managing agent or otherwise the minutes of all meetings of the Trust and of the Trustees; have charge of such books and papers as the Trustees may direct; give or cause to be given all notices required to be given by the Trust; give or cause to be given to each Owner notice of any Assessment against such Owner's Lot as soon as practicable after any such Assessment is made; give or cause to be given each Owner notice and a copy of the Rules and Regulations or amendments thereof; maintain or cause to maintain a register setting forth the place to which all notices to Owners and Mortgagees hereunder shall be delivered; file or cause to be filed the annual reports required by law; make it possible for any Owner or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Trust; and, in general, perform all the duties incident to the Office of Secretary. The managing agent shall provide a copy of the minutes to the Secretary to be kept as part of the records of the Trust.

Section 8.7. Treasurer. The Treasurer shall be responsible for Trust funds and securities; keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data including the Statement of Common Expenses required by the Declaration or by law; deposit or cause to be deposited all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees; and, in general, perform all the duties incident to the Office of Treasurer.

## ARTICLE IX

### COMMITTEES

Section 9.1. Committees. The Board of Trustees may create and abolish from time to time such committees consisting of two or more persons as the Trustees may deem appropriate to aid in the

administration of the affairs of the Trust. Such committees shall have the power and duties fixed by resolution of the Trustees from time to time.

Section 9.2. Appointment and Removal. The Trustees shall appoint the chair of each committee and either appoint the other members thereof or leave such appointment to the committee chair. The Trustees may remove a member of a committee with or without cause.

Section 9.3. Committee Meetings. The procedures for committee meetings shall be the same as set forth for meetings of the Trustees in Article VI, and the chair shall serve as the presiding officer of the committee.

Section 9.4. Action by Committee Without a Meeting. Any action required or permitted to be taken at a committee meeting may be taken without a meeting with written consent, setting forth the action taken, signed, either before or after such action, by all of the committee members. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

## ARTICLE X

### FIDUCIARY DUTIES

Section 10.1. Signature Requirements. Unless otherwise provided by vote of the Trustees: (1) all agreements, contracts, deeds, leases and other instruments (but excluding checks for operations) of the Trust for expenditures or obligations shall be signed by the managing agent or one or more Trustee. All checks for operations may be signed by any one person designated by the Trustees, including the managing agent. The managing agent, if so designated by the Board of Trustees, or any Officer of the Trust may sign a Statement of Common Expenses on behalf of the Trust.



Section 10.2. Conflicts of Interest. Each Trustee or Officer shall exercise such Trustee's or Officer's power and duties in good faith and in the perceived best interests of the Trust.

Section 10.3. Liability and Indemnification.

(a) No Personal Liability. The Trustees, Officers and members of any committee shall not be liable to the Trust or any Owner for any mistake of judgment, negligence or otherwise, except if he is adjudicated to have acted with individual willful misconduct, or bad faith or beyond their authority. Trustees and Officers shall have no personal liability with respect to any contract made by them on behalf of the Trust and each contract shall be deemed to so state. Every agreement made by the Board of Trustees, the Officers or the managing agent on behalf of the Trust shall, if obtainable, provide that the Trustees, the Officers or the managing agent, as the case may be, are acting only as agents for the Trust and shall have no personal liability thereunder.

(b) Indemnification. The Trust shall, to the extent legally permissible, defend and indemnify each of its Trustees, Officers and Committee Members against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office, or thereafter, by reason of his or her being or having been such a Trustee, Officer or Committee Member, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his or her duties or not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Trust. The rights of defense and indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law.

(c) Trustees and Officers Liability Insurance. The Trust shall have the power, pursuant to the Declaration, to purchase and maintain insurance on behalf of any person who is or was a Trustee, Officer or member of a committee against any liability asserted against such person and incurred by such person in any such capacity or rising out of such person's status as such, whether or not the Trust would have the power to defend and indemnify such person

against such liability under the provisions of this section. Further, the availability of the Trust's defense and indemnity shall not relieve any insurer of any liability under an insurance policy held by the Trust.

Section 10.4. Compensation of Trustees and Officers. The Trust may pay a recording secretary. Otherwise, no salary or other compensation shall be paid by the Trust to any Trustee or Officer of the Trust for serving or acting as such, unless such compensation is approved by a Majority Vote of the Owners. The foregoing shall not preclude the payment of salary or other compensation for the performance by such Trustee or Officer of other services to the Trust nor shall preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a Trustee or Officer.

## ARTICLE XI

### BOOKS AND RECORDS

Section 11.1. Maintenance. The Trust shall keep accurate books and records of its affairs. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be reviewed annually by an accountant or shall be reviewed upon a Majority Vote of the Owners, or upon the determination of the Board of Trustees by a certified public accountant retained by the Trustees who shall not be an Owner, an occupant of a Lot, or the managing agent or employee of the managing agent. The cost of such review or audit shall be a Common Expense.

Section 11.2 Availability. The books and records of the Trust shall be available for examination by the Owners during such hours on such days and in the manner as may be reasonably established by the Trustees; provided, however, that the Trust is not required to maintain or make available records over three years old unless otherwise required by law. The Trustees may fix, from time to time, a reasonable charge to cover the direct and indirect costs of providing any documents and reasonable procedures to ensure the integrity of the Trust's records.

Section 11.3. Accounting Report. Within no more than one hundred twenty days after the end of each fiscal year, the Trustees shall make available to all Owners, and to each Mortgagee requesting the same, a financial statement prepared in conformity with so-called review

standards by a certified public accountant which shall include a balance sheet, income statement, expense statement and statement of funds.

Section 11.4. Fiscal Year. The first fiscal year of the Trust shall begin on the date of the conveyance of the first Lot to an Owner other than the Declarant and end on the last day of December, unless otherwise determined by the Trustees. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Trustees.

## **ARTICLE XII**

### **NOTICES**

Except as specifically provided otherwise in the Documents, all notices, demands, bills, statements or other communications under the Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid or if notification is of a default, hearing or lien, sent by first class mail, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Trustees or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner (2) if to the Trust, the Trustees or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Trust. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Trust records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner.

## **ARTICLE XIII**

### **AMENDMENTS**

This Trust may be amended upon the written consent of the Owners holding at least fifty-one percent of the available votes. Any consent once given may not be revoked. The consent granted by an Owner who sells their Lot during this period shall bind the purchaser. No

amendment to this Trust shall be valid or enforceable during the Development Period unless such Amendment is signed by the Declarant.

(a) Special Amendments. The foregoing notwithstanding, the Trustees shall have the power coupled with the interest to amend this Trust to (1) correct any scrivener's or technical error made herein; or (2) to make this Trust comply with applicable state or federal law or regulation; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Trust (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 provision, but also to delete theretofore required provisions should such no longer be required.

#### ARTICLE XIV

##### ELECTRONIC COMMUNICATIONS – Meetings, Voting, and Notice

Section 14.1. Meetings. Any and all meetings contemplated and provided for the Trust or the Declaration of Covenants, Conditions, Restrictions and Easements, including but not limited to meetings of Trustees, meetings of Owners, and meetings of Committees may be conducted in person as provided herein, or through alternative electronic means including but not limited to telephonically, video conference (Zoom, Skype, etc.), or any other “virtual” meeting system (hereinafter referred to as “Electronic Meeting”), or a combination of in-person and Electronic Meeting. At any meeting, votes, unless otherwise required by law, may be cast electronically. All notices of meetings when sent must state whether the meeting will be held in person, as an Electronic Meeting, or as a combination of the two, and provide the necessary platform and log-in information and/or the necessary date, time, and location. The Trustees may establish regulations governing the form and format of Electronic Meetings, the manner to cast electronic votes, the ability to cast votes prior to the meeting, usage of software or on-line systems to capture and tally votes as well as authenticate the users, and the use of proxies for Electronic Meetings.

The Trustees and any Committees may also act without a meeting by an instrument, which instrument may be electronic mail (email) or other electronic mechanism, signed or

consented to by a majority of the Trustees or Committees Members as the case may be, all of which can be done electronically.

Any reference in the Trust, the Declaration of Covenants, Conditions, Restrictions and Easements or any Rules and Regulations as to “meetings” shall be read to comply with the language of this Article XIV. Any reference to “meetings” shall be read to include and also mean Electronic Meeting.

Section 14.2. Voting. Voting by Owners, Proxies, Trustees, or Committees at any meeting may be conducted using electronic means including but not limited to on-line/web-based systems, electronic mail (email), and the Association’s web portal (if any) which web portal may be maintained by the Manager. Voting on any matter that does not require a meeting, can also be voted on by using electronic means including but not limited to on-line/web-based systems, electronic mail (email), and the Association’s web portal (if any). Electronic signatures and/or the usage of such electronic means of voting shall be deemed and treated as original votes and signatures. The Trustees may establish regulations governing the form and format of voting using electronic means.

Any action or vote to be taken by the Owners may be taken without a meeting, provided that the vote threshold necessary for such action or matter is obtained, which vote may be cast using electronic means and such vote shall be treated for all purposes as a vote at a meeting.


Any reference in the Trust, the Declaration of Covenants, Conditions, Restrictions and Easements or any Rules and Regulations as to “voting” shall be read to comply with the language of this Article XIV.

Section 14.3. Conflicts. Any conflict between this Article XIV and any other provisions of the Trust, the Declaration of Covenants, Conditions, Restrictions and Easements or any Rules and Regulations, the terms of this Article XIV shall control.

[END OF DOCUMENT – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said Trustee has hereunto set its hand and seal on this 10<sup>th</sup>  
day of May, 2023

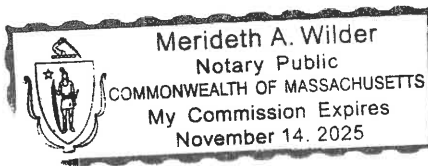
Saw Mill Village, LLC  
As Trustees of the Sawmill Village  
Community Trust, and not individually

  
Robert R. Lincoln, Manager

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth County, ss.

On this 10<sup>th</sup> 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