

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
for
KING PHILIP ESTATES
WRENTHAM, MASSACHUSETTS

This Declaration of Covenants, Restrictions and Easements (this "Declaration") is made as of the 4th day of September, 2025, by Earle Stewart Lane, LLC a Massachusetts liability company having a place of business located at 24 Forest Edge Road, South Easton, Massachusetts 02375, ("Grantor").

WHEREAS, Grantor is the fee simple owner of certain land in Wrentham, Norfolk County, Massachusetts, more particularly described in Exhibit A attached hereto, together with the buildings and other improvements thereon, by virtue of the following deed:

Deed of EARLE STEWART LANE, LLC dated January 27, 2023, and recorded with the Norfolk County Registry of Deeds in Book 41037, Page 588 (the "Premises").

WHEREAS, Grantor intends to develop the Premises as a residential community (the "Subdivision") comprised of 8 separate building lots for single-family residences, shown as Lots 1-8 inclusive, open space parcels containing vegetated wetlands and infiltration basins, related improvements and roadways (identified as Earle Stewart Lane and King Philip Circle), all as shown on a plan of land entitled "'King Philip Estates' prepared by United Consultants, Inc., dated August 31, 2022" and recorded with the Norfolk County Registry of Deeds in Plan Book 724, Page 42 (the "Subdivision Plan");

WHEREAS, the Wrentham Planning Board (the "Municipality") has issued a Definitive Subdivision Plan for King Philip Estates dated May 22, 2023, and recorded with the Norfolk County Registry of Deeds in Book 41458, Page 261 (the "Definitive Plan") which has been subsequently modified of record for development of the Premises as shown on the Subdivision Plan;

WHEREAS, Grantor desires to create thereon a residential community for the common use and enjoyment of the members of said community; and

WHEREAS, Grantor desires to provide for the preservation of the values and amenities of said community and to establish certain easements for the benefit of said community.

NOW, THEREFORE, Grantor declares for itself and its successors in record title that all of the Lots are and shall be held, transferred, sold, conveyed, inherited and occupied subject to and with the benefit of the covenants, restrictions, easements and provisions hereinafter set forth.

ARTICLE I. COMMON SCHEME RESTRICTIONS

Section 1.1 Grantor declares that the following common scheme restrictions (the "Common Scheme Restrictions") are imposed on the Single-Family Lots, in accordance with Sections 26-30 of Chapter 184 of the General Laws of Massachusetts, each of the Lots being subject to, and having the benefit of, the following restrictions, which shall be enforced as set forth further below:

A. No building or other structure of any kind shall be erected, placed or allowed to stand on the land hereby conveyed until the plans and specifications, together with the drawings showing the front and rear facades and the placement thereof on the land, shall be approved in writing by Downwind Realty, Inc. (and the Town of Wrentham, if necessary).

B. No building or other structure of any kind shall be erected, placed or allowed to stand on any of the Single-Family Lots except one house designed for one family, a swimming pool, a storage shed, a septic system and a private garage for said house designed for the storage of automobiles.

C. No metal buildings of any kind shall be erected, placed, or allowed to stand on any of the lots. The design and construction of any detached building will be consistent with the home on said lot. Consistency will relate to roof pitch, shingle color, siding, and siding color.

D. Any trailers, boats, and other recreational vehicles, or commercial vehicles (other than pick-up trucks), or any unregistered vehicles must be stored in a manner so as not to be visible from the street. No vehicles may be parked overnight on the street.

E. Television satellite dishes greater than two feet (2') in diameter and television antennas (of any size) may not be located anywhere outside the home or on the exterior of the home.

F. No signs may be erected on any site, except for "For Sale" signs and construction signs.

G. Lawns shall be reasonably maintained in character with the neighborhood. Any lawn that is within one hundred feet of any wetland can only be fertilized with organic fertilizer.

H. Residents shall take care that activities on their premises shall not result in excessive levels of noise and that noise shall whenever practicable be consistent with the residential character of the neighborhood.

- I. No livestock, including chickens and roosters, shall be kept on said premises.
- J. Exterior colors shall consist of whites, grays, earth tones and historic colors only and must be approved by Downwind Realty, Inc..
- K. No chain-link fences or fences higher than eight feet (8') will be allowed.
- L. No clothes lines may be visible from the street or any other lot.
- M. All driveways must be either asphalt, concrete, or brick. Gravel or crushed stone will not be acceptable.
- N. Each of the Lots shall be kept free and clear of rubbish, debris and other unsightly materials.
- O. Each Member/Owner (meaning every person or entity who or which is the single record owner of the fee, or, in the case of multiple owners, the combined owners of all undivided interests in the fee of any of the Single-Family Lots shall be personally liable for all sums assessed for his or her share of all common charges, as provided for in the Association Trust. Such common charges shall constitute a lien upon his or her land in King Philip Estates. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record. A certificate from the Association Trust indicating that such common charges have been paid shall discharge such lien upon recording in the Norfolk County Registry of Deeds.
- P. No one shall unreasonably obstruct any part of the common areas and facilities without the prior consent of the Trustees of the Association Trust.
- Q. All personal property of the Owners, whether in the homes or in the common areas and facilities, or elsewhere on the property, shall be kept therein at the sole risk and responsibility of the respective Owner, and the Trustees of the Association Trust shall have no responsibility therefore.
- R. No noxious, offensive or illegal activity shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners. No Owner shall do or permit anything to be done by his or her family, servants, employees, agents or visitors that will interfere with the rights, comforts or conveniences of other Owners.
- S. All domestic trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the common areas and facilities.
- T. Any by-laws in the Town of Wrentham concerning domesticated animals shall be followed. Pets shall be leashed at all times. Should Owners have to take their pet(s) for a "call of nature" off of their property, they must make sure that they go to a wooded area and NOT on any of the other lawns and landscaped areas. Additionally, Owners must pick up after their respective pet(s) and dispose of any excrement in a clean and non-hazardous way (*i.e.* Sealed container).

U. Any damage to the common areas caused by an Owner, or by an Owner's family, visitor(s) or pet(s), shall be repaired at the expense of the Owner.

V. Certificate of Compliance: The Grantor may at any time, but must within 90 days following the Turnover Event (as hereinafter defined in Section 1.5), appoint an Architectural Control Committee ("Committee"), which shall thereafter be responsible for reviewing and approving structures and improvements. The Committee shall be composed of three (3) Lot Owners. Each member of the Committee shall serve a one-year term. Following the initial appointment by the Grantor, the Committee shall be elected annually by the vote of the Members within the Homeowners Association. Each Member shall have the same proportionate vote as specified for elections pursuant to the Homeowners Association Trust. There shall be one election and the three candidates with the largest number of votes shall be elected to the Committee. In the event of a tie for third place on the Committee, there shall be an additional vote, but only those candidates that are tied for third place shall be considered. Membership on the Committee shall be open to all Owners within the Subdivision. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor for the unexpired term.

(i) A certificate signed by the Grantor, its appointed agent or two members of the Committee relating to compliance with the covenants, restrictions and agreements herein shall be conclusive evidence of compliance with this Declaration.

(ii) The Grantor or the Committee, as applicable, shall caused to be filed with the Norfolk County Registry of Deeds and the Norfolk County Registry District of the Land Court (the "Land Court"), if applicable, a certificate setting forth the name of those individuals authorized to sign on behalf of the Committee or as agents of the Grantor.

(iii) A certificate of compliance shall be conclusive proof of authorization until such certificate has been rescinded, revoked or amended by a writing filed with the Registry of Deeds or the Land Court, as applicable.

Section 1.2 The Common Scheme Restrictions may be amended by the Grantor so long as it owns at least one Lot in the Subdivision or after the Grantor no longer reserves his right to control the design of buildings and structures, the Committee may amend this Declaration with the assent of Members holding more than fifty percent (50%) of the beneficial interest within the Homeowners Association. Any amendment hereto shall be effective upon recording of the amendment at the Registry but shall not be binding on current mortgage holders without their consent.

Section 1.3 The Common Scheme Restrictions shall be enforceable for a period of thirty (30) years from the date hereof, and may be extended for further periods of not more than twenty (20) years at a time by the Owners, at the time of recording of the extension, of fifty percent (50%) or more of the restricted area, by recording an instrument of extension which shall name, or be signed by, one or more of the persons appearing of record at the time of such recording to own premises subject to the restrictions, said instrument of extension to be recorded, in the first instance, before the expiration of said thirty (30) years, and in all instances thereafter, before the expiration of twenty (20) years or the specified extension term if less than twenty (20) years. A

notice of restriction hereunder shall not extend the period of enforceability unless it (a) is signed by a person then entitled of record to the benefit of the Common Scheme Restrictions and describes his benefited land, if any, and (b) describes the land subject to the Common Scheme Restrictions, and (c) names one or more of the persons appearing of record to own the land subject to the Common Scheme Restrictions at the time, and (d) specifies this instrument imposing the Common Scheme Restrictions and its place of record in the public records. The provisions of the two preceding sentences are intended to comply with Sections 26, 27, and 29 of Chapter 184 of the General Laws of Massachusetts and any successor provisions of like import and shall be construed to permit the extension of the aforementioned restrictions to a maximum period of ninety (90) years from the date hereof.

Section 1.4 Each Owner by acceptance of a deed to such Lot or the devise or inheritance of the record title thereto, delegates to the Association Trust (as hereinafter defined in Section 1.5) the non-exclusive right to enforce the Common Scheme Restrictions, all in accordance with the terms of the King Philip Estates Homeowners Association Trust, dated September 4, 2025, and recorded herewith.

Section 1.5 Notwithstanding anything to the contrary set forth herein, prior to the first annual meeting of Owners held, pursuant to the terms of the Association Trust, next after all of the lots shown on the aforementioned plan have been conveyed from the Developer (hereinafter, the "Turnover Event"), the Common Scheme Restrictions created for the benefit of the Lot Owners shall be enforceable only by Grantor and its successors in title to the Premises. Grantor shall not be liable for any oversight or failure in enforcing any particular provision set forth in this Declaration and any such oversight or failure shall not serve to prevent or prohibit future enforcement of any such provision by Grantor or the Association Trust.

Section 1.6 Each Owner by acceptance of a deed to such Lot or the devise or inheritance of the record title thereto, delegates to the Association Trust (as hereinafter defined in Section 1.5) the right to the Homeowners Association to perform such actions permitted under the Definitive Plan and to enforce compliance with the terms expressed therein. At inception, there will be no fee associated with the Association, but the Association, at anytime and without approval of all homeowners, reserves the right to institute a fee which each Member/Owner will be required by the terms of Homeowners Association pay such fee which to be used to pay the costs of maintenance of the easements and those items set forth in the Definitive Plan.

ARTICLE II. EASEMENTS

Section 2.1 Each Lot shall have the benefit of and, to the extent located upon any such Lot, shall be subject to, the following rights and easements, each of which shall be deemed covenants running with the land and shall be binding upon all parties having any right, title or interest in and to the Premises, the Lots, or any part thereof, and their respective heirs, legal representatives, successors and assigns:

A. The perpetual and non-exclusive right and easement, as appurtenant to each of the Lots, to pass and repass, by foot and with vehicle, in common with all Owners, public safety vehicles and personnel, and others entitled thereto, on, over, across and through the roads shown on the Subdivision Plan identified as Earle Stewart Lane and King Philip Circle, (collectively, the "Roads") for all purposes for which streets and ways are now or may hereafter be used in the Town of Wrentham. Unless and until the Roads shall become public ways, no portion of the Roads shall be constructed or paved except in a manner approved in writing by the Association Trust; no utilities or other municipal services shall be installed in, on, over, under or through any portion of the Roads unless first approved in writing by the Association Trust; and no construction or paving of any portion of the Roads shall be done, and no utilities or other municipal services shall be installed in, on, over, under or through the Roads except by the Association Trust.

(i) The Roads shall be maintained by the Association Trust in the same manner as roads and ways are maintained in the Town of Wrentham so as to permit public safety vehicles, residents, visitors and guests access to each Lot. The Association Trust shall contract on an annual basis for snow plowing of the Roads, including all turnaround areas. Said contract shall include a provision that the pavement be plowed during all snowstorms at frequent intervals so that accumulation of snow on the paved surface shall not exceed a 3" to 5" range maximum. Nothing shall prohibit the Association Trust from contracting with Grantor or the same snow removal person or company providing snow plowing services to an individual Owner.

(ii) The Association Trust shall annually establish a fee to be assessed to each of the Owner(s) and amounts received placed in a fund to pay for such work, said fee to be based on a good faith estimate of total anticipated costs for the upcoming year, as well as, liability insurance and an allowance for future replacement costs for capital improvements and emergency situations which may arise.

(iii) The Association Trust shall procure and maintain public liability insurance in an amount that is commercially reasonable under the circumstances, but in no event less than \$2,000,000.00, to insure against any liability, costs, claims and suits arising out of or relative to the use of the Roads.

(iv) The provisions of this Section 2.1.A, or portions thereof, may be waived by the Association Trust in the event that municipal services are provided by the Town of Wrentham or in the event that the Roads become public ways.

B. The perpetual right and easement affecting Lot 1, Lot 2, and Lot 3 on the Subdivision Plan shown as Drainage Easements on the Plan recorded with the Norfolk County Registry of Deeds in Plan Book 724, Page 45.

C. The perpetual right and easement affecting Lot 3, Lot 4, and Lot 7 on the Subdivision Plan shown as Pedestrian Access Easements on the Plan recorded with the Norfolk County Registry of Deeds in Plan Book 724, Page 45.

D. The perpetual right and easement affecting Lot 3 and Lot 4 on the Subdivision Plan shown as Utility Easements on the Plan recorded with the Norfolk County Registry of Deeds in Plan Book 724, Page 45.

E. Such additional easements for construction, maintenance and drainage purposes as Grantor deems necessary in connection with the construction and maintenance of the Roads, improvements on the Lots, and the accomplishment of the purposes of the Association Trust. Grantor hereby reserves the right to create such additional easements by recording at the Registry an amendment to this Declaration executed by Grantor; provided, however, that Grantor's right to create such easements as to any one of the Lots shall be effective only until such time as said Lot has been conveyed by Grantor to a third-party purchaser for use by said purchaser as a residence.

ARTICLE III. RESERVED RIGHTS AND EASEMENTS

Section 3.1 Grantor hereby reserves the following rights and easements:

A. Construction Easement. Grantor shall have the right and easement, until the development of the Premises has been completed by Grantor, to access, use, construct, develop, install, alter, grade, maintain and repair improvements, equipment, and landscaping in the easements areas referenced above, including, but not limited to, the carrying on of all activities appurtenant thereto or associated therewith, as Grantor deems necessary or convenient for the development of the Premises.

B. Right to Further Grant. Until such times as the development of the Premises has been completed by Grantor and all of the Lots have been sold by Grantor, Grantor hereby reserves the right and easement to use and to convey to the Lot Owners within the Subdivision the right and easement to use in common with others entitled thereto:

(i) The Roads for all purposes for which ways are now or hereafter used in the Town of Wrentham; and

(ii) Any parcels not shown as lots on the Subdivision Plan.

C. Access. Grantor hereby reserves a perpetual easement for access in favor of the Association Trust or its designees to enter any Lot for the purposes of enabling the Association Trust to fulfill its duties and responsibilities of administration, maintenance, and repair of the easements created herein and the enforcement of any permit or approval pertaining to the Subdivision. Until the development of the Premises has been completed by Grantor and all of the Lots have been sold by Grantor, Grantor hereby reserves an easement for access for Grantor or its designees to enter upon any Lot to enable Grantor to exercise the rights set forth herein.

D. Perimeter Easement. Until such times as the development of the Premises has been completed by Grantor and all of the Lots have been sold by Grantor, Grantor hereby reserves unto itself the right to easements fifteen feet in width along and parallel to the perimeter lot lines of each Lot for any and all purposes relating to the development of the Subdivision or of

any Lot shown on the Subdivision Plan, including, but not limited to, the right to construct, inspect, repair, renew, replace, operate and maintain the following:

- (i) Service boxes, wires and conduits for the transmission of electricity, telephone service, cable television service and other purposes and for necessary attachments and connections therewith;
- (ii) Storm water drains, water and gas mains and service pipes, hydrants, or other equipment related thereto; and
- (iii) Fill and slope alterations to existing grades for the construction of accesses, egresses, and all utility services and septic system grading as may be needed for the same by the adjacent Lots. Any such grading shall be maintained by Grantor until such time Grantor no longer owns any Lots, then by the Owner (defined herein), at the sole cost of Grantor or the Owner, as applicable, and not subsequently altered.

E. Assignment of Reserved Rights. The rights and easements reserved hereunder unto Grantor may be assigned by Grantor in whole or in part to the Association Trust, any town, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Grantor.

F. No Obligation of Grantor. Notwithstanding the above, nothing contained herein shall obligate Grantor to exercise the rights set forth in this Article III.

G. End of Grantor's Responsibilities. Upon the earlier of: (i) twelve (12) months after submitting a complete application to the Town of Wrentham for the acceptance of the roadways within the Subdivision; (ii) the acceptance of the roadways within the Subdivision by the Town of Wrentham as public way; or (iii) recording a deed granting the roadways within the Subdivision to the Homeowners Association, the Grantor shall in no event have any further responsibility to with regard to any of the common elements or roadways within the Subdivision.

ARTICLE IV. AMENDMENTS

Section 4.1 Subject to Section 4.2 below, this instrument may be amended at a meeting of the Owners by a vote of two-thirds (2/3) of the aggregate amount of votes to which all of the Owners are entitled.

Section 4.2 So long as the Grantor remains the owner of any interest of record in any of the Lots, this instrument may not be amended so as to adversely affect the Grantor or so as to change the substance of this Declaration without the Grantor's prior written consent.

Section 4.3 So long as the Grantor remains the owner of any interest of record in any of the Lots, this instrument may be amended by the Grantor so as to make any changes deemed by the Grantor to be in keeping with the Definitive Plan, or the intended development of this subdivision.

ARTICLE V. ENFORCEMENT

Section 5.1 Any and all provisions of this Declaration shall be enforceable by the Grantor (provided Grantor owns at least one Lot in the Subdivision), by the Association Trust, and also by any Owner. The Municipality shall be deemed to have an interest in the provisions of this Declaration insofar as such provisions relate to performance of requirements of the Definitive Plan.

ARTICLE VI. MISCELLANEOUS

Section 6.1 This instrument shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be binding upon and shall inure to the benefit of the undersigned and their respective heirs, legal representatives, successors and assigns and the Owners. If any provision of this instrument or its application in a particular instance shall be found to be invalid, such invalidity shall not affect any other provision of this instrument or the application of any provision hereof in any other instance.

Section 6.2 The Premises, including without limitation each of the Lots, shall be subject to the provisions of this instrument. The provisions of this instrument, including without limitation the agreements, covenants, liabilities, obligations and conditions on the part of the Owners, respectively, to be paid, performed or observed pursuant to Articles I to VI, inclusive, of this instrument, shall be deemed covenants running with the land, binding upon all parties having any right, title or interest in or to the Premises, the Lots, or any part thereof, and their respective heirs, legal representatives, successors and assigns.

Section 6.3 Each of the Lots shall be subject to the covenant that the Owners, respectively, shall pay, perform and observe all of the agreements, covenants, liabilities, obligations and conditions on the part of the Owners, respectively, to be paid, performed or observed pursuant to this instrument.

ARTICLE VII. THE KING PHILIP ESTATES HOMEOWNERS' ASSOCIATION TRUST

Section 7.1 Each Owner (as hereinafter defined), by acceptance of a deed thereto or the devise or inheritance of the record title thereto, shall become a beneficiary of King Philip Estates Homeowners Association Trust (the "Association Trust"), and thereby agrees to abide by the terms and provisions of the Association Trust and to pay such annual and special assessments as may be imposed by the Trustees thereof in accordance with the terms thereof for the purpose of paying certain costs and expenses as set forth therein. The owner of each Lot shall hold (or, in the case of multiple owners of a Lot, shall collectively hold) a beneficial interest in the Association Trust appurtenant to each such Lot as follows: (a) one share in the total of all shares in the Association Trust for each single-family house Lot.

Section 7.2 A lien shall be created on a Lot by failure of the owner thereof to pay any such assessment when due, all in accordance with, and subject to, the terms and provisions of the Association Trust. No Owner shall be responsible for payment of any assessment except with reference to the period of his or her ownership of said Lot.

Section 7.3 The purposes and responsibilities of the Association Trust shall include, but shall not be limited to:

A. Unless and until such time the Roads shall be become public ways, the maintenance, repair and replacement of the Roads, including, but not limited to, snowplowing and sanding;

B. Unless and until such time the Roads shall be become public ways, the maintenance and repair of all drainage and stormwater easements and facilities, including those located on the drainage lots.

C. The maintenance of all Open Spaces;

D. The maintenance and repair of the components of the common septic system servicing the Lots within the Homeowners Association. Notwithstanding the foregoing, pursuant to 3.10 CMR Section 15.290 (2) (c), regarding shared systems, each Owner of the shared septic system shall have the legal ability to accomplish any necessary maintenance, repair or upgrade of any and all components of the shared septic system that services the Lots within the Homeowners Association and shall have the right to reimbursement from the Homeowners Association for any such necessary actions;

E. Compliance with the terms and provisions of (i) the Definitive Subdivision Plan, including, but not limited to: (a) the responsibility of the Homeowners Association to operate and maintain all common facilities within the development; and (b) the obligation of the Homeowners Association to maintain all site utilities and infrastructure, including, but not limited to, the stormwater management system, wastewater treatment plant, roadways and other common facilities; and

F. The assessment and collection of fees to support the purposes and responsibilities of the Association Trust.

Executed under seal this 4th day of September, 2025.

Earle Stewart Lane, LLC

By: 

Mounir Tayara, Manager

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 4th day of September, 2025, before me, the undersigned notary public, personally appeared Mounir Tayara, Manager as aforesaid, and proved to me through satisfactory evidence of identification, being his Massachusetts driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of Earle Stewart Lane, LLC.

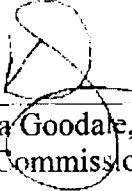

Karla Goodale, Esq. - Notary Public
My Commission Expires: March 13, 2026



Exhibit A
Legal Description of Premises

The land in Wrentham, Norfolk County, Massachusetts, with all the buildings and improvements thereon situated on the Westerly side of South Street and being shown on a plan entitled "Plan of land in Wrentham, Mass. Owned by Kenneth G. & Ruth G. Stewart Scale 1" = 50' April 19, 1976 William J. Rosetti R. L. S. Franklin, Mass.", recorded with Norfolk County Registry of Deeds on December 23, 1976 in Plan Book 258, Page 895, and bounded and described as follows:

Beginning at a Mass. Highway bound on the westerly side of South Street at land now or formerly of Francis J. Kennedy, thence running
 N. 38°17'45" E. by the westerly line of South Street, 50.00 feet to a point; thence turning and running
 N.44°14'41"E.248.20 feet to a point; thence turning and running
 N. 38°52'30"E.245.65 to an iron pipe at land now or formerly of Grace W. Proctor; thence turning and running
 N. 50°48'W. by land said Proctor land, 805.11 feet to a concrete bound at land of Old Colony R.R. Co. ; thence turning and running
 S.36°54'W. by said Railroad Company land 466.00 fee to a concrete bound at land now or formerly of B.H. Raymond; thence turning and running
 S.49°32'E. by said Raymond land, 529.76 feet to a drill hole set at land now or formerly of Francis J. Kennedy; thence turning and running
 N. 42°55'E. by said Kennedy land, 495.00 feet to a Mass Highway bound on South Street and the point of beginning.
 Containing 9.16 acres of land according to said plan.

For title see Deed from KRS Estates LLC to EARLE STEWART LANE LLC dated January 27, 2023, and recorded January 30, 2023, in Book 41037, Page 588 with the Norfolk County Registry of Deeds.