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DECLARATION OF TRUST ESTABLISHING KING PHILIP ESTATES HOMEOWNERS ASSOCIATION TRUST

AGREEMENT AND DECLARATION OF TRUST made this 4th day of September, 2025, by Earle Stewart Lane, LLC, a Massachusetts Limited Liability Company with a business address of 135 Main St, Suite 5, Medway, Massachusetts 02053 (hereinafter referred to as the "DECLARANT"), and Mounir Tayara, of Medway, Massachusetts (hereinafter referred to as the "TRUSTEE").

Witnesseth:

1. Name of Trust. The name of this trust shall be the **KING PHILIP ESTATES ASSOCIATION TRUST**, and the mailing address of said Trust will be 135 Main Street, Suite 5, Medway, Massachusetts 02053. Said Trust is hereinafter referred to as the "Trust."

2. Purpose of Trust. The purpose of this Trust is to provide for the preservation and maintenance for the common enjoyment and benefit of the OWNERS (as hereinafter defined) of those areas designated as easements 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 45 (the "Subdivision Plan"), as conveyed to the TRUSTEES; the private roadways (identified as Earle Stewart Lane and King Philip Circle) shown on said Subdivision Plan, unless and until such roadways are accepted by the Town of Wrentham; to operate, maintain and repair said roadways and infrastructure, easements, open space, common areas, force mains, stormwater management system, snow removal, landscaping, emergency access to Earle Stewart Lane and King Philip Circle and other improvements within the areas designated as King Philip Estates on said Subdivision Plan in accordance with the terms of the Decision of the Wrentham Planning Board dated May 22, 2023 and recorded with the Norfolk County Registry of Deeds in Book 41458, Page 261, until such time, if any, that such facilities are accepted as public facilities and ways by the Town of Wrentham shown on said Subdivision Plan; and to provide for the preservation and maintenance of any other property, real or personal, including easement rights, which may thereafter or hereafter be conveyed to or acquired by the TRUSTEES or otherwise made subject to their administration for the benefit of the OWNERS (the "Trust Property") of the land situated on Earle Stewart Lane and King Philip Circle, as shown on said Subdivision Plan, in Wrentham, Norfolk County, Massachusetts. All of the OWNERS shall have the right to use said Trust Property subject to:

(a) The Declaration of Covenants, Restrictions and Easements for King Philip Estates, Wrentham, Massachusetts, dated September and recorded with the Registry just prior hereto;

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(b) The restrictions and obligations contained herein; and

(c) The rules and regulations as adopted or to be adopted and amended from time to time by the TRUSTEES.

3. Beneficiaries. The beneficiaries of this Trust shall be the OWNERS. The word "OWNER" shall mean and refer to the record holder from time to time of the legal title in fee to a Lot shown on the Subdivision Plan, as defined in Exhibit A attached hereto and made a part hereof, and to any structure constructed thereon which constitutes a portion of the lands described in said Exhibit A. The holder of legal title in fee shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession and also excluding the TRUSTEES as OWNERS of the Trust Property. Two or more persons or entities holding record title to the same Lot shall be treated as a single OWNER; exercise of their rights as such owners shall be by their unanimous action; their obligations to pay any assessment shall be joint and several. If the same OWNER shall hold record title to more than one Lot, such OWNER shall be treated as a separate OWNER for each Lot.

4. Powers and Duties of TRUSTEES. For the purpose of carrying out the terms of this Trust, the TRUSTEES shall have the powers and duties necessary for the administration of Trust Property, including without limitation the following powers which may be exercised by them without any action or consent by the OWNERS and which shall continue after the termination of the Trust for the purpose of disposing of the Trust Property and until final disposition thereof:

(a) to operate, maintain and repair all roadways and infrastructure, easements, open space, common areas, including the stormwater management system including mosquito control measures, snow removal, landscaping, emergency access to Earle Stewart Lane and King Philip Circle and other improvements within the subject property until such time, if any, that such facilities are accepted as public facilities and ways by the Town of Wrentham;

(b) to acquire by purchase, hire or otherwise, property convenient to the performance of their functions as TRUSTEES;

(c) to adopt reasonable rules and regulations governing the enjoyment by the OWNERS of the Trust Property;

(d) to convey permanent easements and lesser interests in, upon and over any ways for the installation, maintenance, repair and replacement of utilities and other services and rights incidental thereto;

(e) to make contracts which the TRUSTEES deem convenient to the performance of their duties as TRUSTEES;

(f) to borrow money;

(g) to open bank accounts in the name of the Trust or the TRUSTEES with power in any one of the TRUSTEES to draw on such accounts;

(h) to procure insurance;

(i) to pay, resist, compromise or submit to arbitration any claim or matter in dispute;

(j) to determine and collect the common and special charges from the OWNERS and to pay such common and special charges;

(k) to enforce compliance with and to administer the provisions of this Declaration; and

(l) to exercise any other powers which may be necessary or desirable for carrying out the terms of this Trust or which the TRUSTEE may have under any present or future statute or rule of law; and to execute and deliver all appropriate instruments in connection therewith.

For the purpose of carrying out the terms of this Trust, following the Turnover Event, with the consent of at least two-thirds of the OWNERS, shall also have the following powers which shall continue after the termination of this Trust for the purpose of disposing of the Trust Property and until final disposition thereof:

(a) to sell, exchange, mortgage, pledge, lease, rent and otherwise dispose of any Trust Property, real or personal;

(b) to convey or impose a conservation restriction upon, or otherwise dedicate such property with the benefit thereof running to a public body or other qualified entity for conservation purposes;

(c) to convey to the Town of Wrentham or other public body the fee or any lesser interest in any way for the purpose of making it a public way, and any interest in other Trust Property for the purpose of transferring ownership, maintenance and control of the Trust Property and any improvements thereon; and

(d) to discontinue any such way and convey the fee thereof, provided the OWNERS of all lands abutting on the way to be discontinued first assent thereto.

5. Common and Special Charges. The TRUSTEES shall from time to time, and at least annually, prepare a budget for the Trust to determine the amount of the common charges

payable by the OWNERS to meet the common expenses of the Trust. Beginning at the time that the first occupancy permit has been issued for a residence within the subdivision, the TRUSTEES shall have the power to raise such amounts of money to meet any needs of the trust by assessing on each occasion upon all of the land (which term shall include land and improvement) of each OWNER of a parcel, on which a building has been built and an occupancy permit has been issued, such OWNER's proportionate share of the total amount to be raised. Such share shall be determined by dividing the total amount to be raised by the total number of lots on which a building has been built and an occupancy permit has been issued. Determination regarding the amount of the assessment by the TRUSTEES shall be conclusive.

Notwithstanding the foregoing, until occupancy permits have been issued for at least 50% of the Lots, the proportionate share of the common expenses for the OWNER of each parcel, on which a building has been built and an occupancy permit has been issued, shall not exceed \$50.00 per month. Any shortfall in the annual budget shall be paid by the Developer (meaning the owner(s) of the undeveloped Lots) until occupancy permits have been issued for at least 50% of the Lots.

Common expenses shall include, without limitation the following:

(a) all costs relating to the construction, operation, care, upkeep and maintenance of the Trust Property;

(b) all insurance premiums for the master policy for the Trust Property, fidelity bonds for the TRUSTEES and agents and employees, any insurance purchased to protect the TRUSTEES and such other insurance as the TRUSTEES may deem necessary and appropriate; and

(c) the amount that the TRUSTEES shall deem necessary and appropriate for the working capital of the Trust, for an operating reserve for expenses, a reserve fund for replacements, and any charges for deficits from previous operating years.

In addition, the TRUSTEES shall have the power to assess OWNERS for special charges in connection with extraordinary repairs related to their responsibilities hereunder.

The TRUSTEES shall upon reasonable request render certificates suitable for recording, indicating that no payments are due to the Trust with respect to any common or special charges, which certificate, signed by any ONE Trustee, which shall be conclusive as to the facts stated therein.

6. Payment of Common and Special Charges. OWNERS shall pay the common charges assessed by the TRUSTEES in monthly installments on the first day of each month and every month, or at such other time or times as the TRUSTEES shall determine. OWNERS shall, at the time of first purchase of a Lot, each contribute in advance an amount not to exceed two months' estimated share of common expenses to provide a working capital fund, and to maintain said fund as required by the TRUSTEES. Special charges shall be paid within sixty days after notice from the TRUSTEES, or as the TRUSTEES in their sole discretion may otherwise require.

7. Lien for Common Charges. Each assessment so made upon an OWNER shall constitute and remain a charge and lien upon such Owner's Lot and every portion thereof from the date of the assessment until paid in full, and shall also constitute a personal debt of the OWNER who is the OWNER of such land on the date of assessment to the TRUSTEE. Such charge, lien or personal debt may be enforced or collected by the TRUSTEES by any available process including, without limitation, foreclosure of the charge or lien against the Lot. All costs and expenses incurred by the TRUSTEES in enforcing or collecting any assessment, including reasonable attorneys' fees, shall be paid by the OWNER responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said OWNER. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide first mortgage to a recognized mortgage lending institution outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this Trust takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the TRUSTEES thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. A purchaser of a Lot at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable to the fullest extent permitted by law for assessments due and payable at the time of said judicial or foreclosure sale or acceptance of a deed in lieu of foreclosure. If any assessment is not paid when due, such assessment shall bear interest at the rate of twelve (12) percent per year from the due date. The TRUSTEES may in addition to the other rights herein reserved, suspend the exercise of all rights given by this Trust to the OWNER of the land so assessed until that sum shall have been paid in full, and at their option, the TRUSTEES may accelerate the payment of its reasonable estimate of common charges for the twelve month period following the default and such sum shall serve as security for the payment of future common and special charge obligations.

8. Liability of TRUSTEES. All persons extending credit to or contracting with or having any claim against the TRUSTEES hereunder shall look only to the Trust Property for any such contract or claim, so that neither the TRUSTEES nor the OWNERS shall be personally liable therefor. No TRUSTEE hereunder shall be liable to this Trust or to the OWNERS for the default of any other TRUSTEE, or for leaving property in the hands of another TRUSTEE, or for any error of judgment of law on his own part, but shall be liable only for his own willful default. Any TRUSTEE hereunder shall be reimbursed in full for any loss or expense incurred or suffered by such TRUSTEE or estate as a result of his acting as TRUSTEE hereunder, excluding only such loss or expense resulting from his own willful default, and such payment shall be a common expense.

9. Reliance by Third Parties. No person dealing with any TRUSTEE shall be bound to inquire concerning the validity of any act purporting to be done by such TRUSTEE or be bound to see to the application of any money paid or property transferred to the TRUSTEE or upon his order. Any TRUSTEE may at any time or times by written power of attorney delegate all or any of his powers and authorities, except the power to make assessments as provided in Paragraph 5, whether discretionary or otherwise, to any other TRUSTEE in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

10. Financial Records. The TRUSTEES shall at all times keep proper records and accounts of the affairs of the Trust which shall be open to inspection by any Owner at all reasonable times. At least once a year the TRUSTEES shall render a written report and financial statement to the OWNERS. The approval by a majority of the OWNERS of any report or financial statement by the TRUSTEES shall be, as to all matters and transactions stated in said report or statement or shown thereby, a complete discharge of the TRUSTEES and final and binding upon all OWNERS.

11. TRUSTEES in Number and Terms. There shall always be at least two (2) TRUSTEES hereunder. No TRUSTEE need be an OWNER. The term of the initial TRUSTEES, including such successor TRUSTEES to the initial TRUSTEES appointed pursuant to Clause 13 below, shall expire at the time fixed herein for the annual meeting of the OWNERS to be held in that year after one hundred percent (100%) of the Lots shown on the aforementioned plan that are currently owned by Earle Stewart Lane, LLC have been conveyed from Earle Stewart Lane, LLC (hereinafter, the Developer).

12. Election of TRUSTEES. At each annual meeting of the OWNERS, commencing with the annual meeting held next after one hundred percent (100%) of the Lots shown on the aforementioned plan that are currently owned by the Developer have been conveyed from the Developer, the OWNERS shall elect the TRUSTEES for a term expiring at the time fixed for the annual meeting to be held in the third year after such election.

13. Vacancies and Removals. Any TRUSTEE may at any time resign as TRUSTEE by a written instrument signed by him, acknowledged and delivered to the remaining TRUSTEES. Upon the death or resignation of any TRUSTEE a vacancy in the office of TRUSTEE shall be deemed to exist, and a new TRUSTEE shall be elected for the unexpired term by the remaining TRUSTEE or TRUSTEES, or in the event of their inaction or non-existence, by the OWNERS at a special meeting called for that purpose. Any successor TRUSTEE shall qualify as a TRUSTEE by written acceptance, signed and acknowledged by him. Pending any appointment of a successor TRUSTEE, the remaining TRUSTEE or TRUSTEES shall have and may exercise all powers, authorities and discretions conferred by this Trust. Upon the election of a successor TRUSTEE the Trust Property shall vest in successor TRUSTEE and the continuing TRUSTEES without further action.

14. Fidelity Bonds and Surety. The TRUSTEES shall attempt to obtain fidelity bonds in amounts which they deem reasonably sufficient to cover TRUSTEES and employees of the Trust handling or responsible for funds.

15. OWNER'S Annual and Special Meetings. After one hundred percent (100%) of the Lots shown on the aforementioned plan that are currently owned by the Developer have been conveyed from the Developer, or sooner if the Developer so elects (the "Turnover Event"), any action or consent by the OWNERS shall be taken or given at the annual meeting or at any special meeting of the OWNERS. After the Turnover Event, an annual meeting of the OWNERS shall be held on the second Tuesday in June of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the TRUSTEES. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be

held. Special meetings of OWNERS may be called by the TRUSTEES on their own motion and, after the Turnover Event shall be called by the TRUSTEES upon written application to the TRUSTEES of at least fifty (50%) percent of the OWNERS. A written notice of the place, date, and hour of all meetings of OWNERS shall be given by the TRUSTEES at least fifteen (15) days before the meeting to each OWNER. Notice need not be given to an OWNER if a written waiver of notice, executed before or after the meeting by such OWNER or his attorney thereunto authorized, is filed with the records of the meeting.

Notwithstanding the foregoing, upon the recording at the Registry of Deeds of a declaration signed by not less than fifty (50%) of the OWNERS certifying under oath that the Declarant and current Trustees appear to have abandoned their responsibilities under this Trust and, that after diligent attempts have been made by or on behalf of the OWNERS to contact the Developer and current TRUSTEES for a period of not less than six months have been unsuccessful, the Turnover Event shall be deemed to have occurred and a special meeting of the OWNERS may be held for the purpose of electing new Trustees.

16. Quorum. At any meeting of the OWNERS held after the Turnover Event, a majority of the OWNERS shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice. Prior to the Turnover Event, the Trustees shall determine the number of OWNERS which will constitute a quorum. For the purpose of determining a quorum, an OWNER represented by a proxy, as defined in Paragraph 17 hereafter, shall be deemed to be present at any meeting provided such proxy is unlimited as to its authority for any proposed meeting.

17. Voting. Each OWNER shall be entitled to one vote for each Lot or unit owned. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the OWNER and acknowledged before notary public, shall be deemed a proxy. A proxy shall be revocable at any time by written notice to the TRUSTEES. When a quorum is present, any matter before the meeting shall be decided by a majority vote of the OWNERS, except where a larger vote is required by this Trust.

18. Termination or Amendment by Consent. This Trust may be terminated or amended at any time by an instrument in writing signed by the TRUSTEES assented to be two-thirds of the OWNERS, but shall be terminated only if alternative arrangements for the maintenance of roadways, common areas, and common facilities as described herein is approved by the Town of Wrentham Planning Board.

19. Disposition of Trust Property. Upon termination of the Trust, the Trust Property shall be conveyed to the OWNERS as tenants in common, subject to the terms and provisions of the relevant Subdivision approvals and all other matters of record which henceforth shall be enforceable by and against the OWNERS, joint and severally.

20. Notices. All notices to the OWNERS shall be in writing and shall be sent to the OWNERS or to such one of them as they may designate in writing from time to time, at the last address of such OWNER as it appears in the records of the Trust. Changes in the OWNERS or

their addresses shall be noted in the records of the Trust only upon written notice filed with the TRUSTEES. Notice shall be deemed given as of the date of mailing.

21. Termination by Law. This Trust unless sooner terminated as herein provided, shall have perpetual existence.

22. Incumbency of TRUSTEES. A certificate signed by any TRUSTEE and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation, trust or association acting in good faith in reliance thereon as to the truth of any matter or facts stated therein relating to:

- (a) the death, resignation, removal or appointment of a TRUSTEE or to the delegation by a TRUSTEE to another TRUSTEE of his powers, authorities and discretions;
- (b) compliance by the TRUSTEES and OWNERS with any requirement of this Trust;
- (c) the terms of this instrument and any amendment or termination of this Trust;
- (d) the fact of the validity of any action taken by the TRUSTEES or OWNERS and to the authority of the TRUSTEES or OWNERS to take such action; the number of OWNERS acting in favor of any matters; or
- (e) any other matter pertaining to the TRUSTEES, OWNERS or the Trust Property.

When recorded with the Registry, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

23. Recording. The termination and all amendments of this Trust, resignations and appointments of TRUSTEES shall be filed with said Registry and any person shall be entitled to rely on the records of said Registry with respect to the termination of the Trust, the terms of the Trust, any amendment thereto, and the identity of the TRUSTEES, the identity of the OWNERS, and to any other matter pertaining to the Trust, the TRUSTEES, the OWNERS or the Trust Property.

24. Governing Law. This Trust shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal on the day and year first above written.



Mounir Tayara, Manager of the
Earle Stewart Lane, LLC
and as Trustee of the King Philip Estates
Homeowners Association Trust

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COMMONWEALTH OF MASSACHUSETTS
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Bristol, ss.

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On this 4th day of September, 2025, before me, the undersigned notary public, personally appeared Mounir Tayara as Manager,*and proved to me through satisfactory evidence of identification, being a driver's license or other state or federal governmental document bearing a photographic image, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose in his capacity as Manager of Earle Stewart Lane, LLC.



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

***and as Trustee of the King Philip Estates Homeowners Association Trust**



