

*** Electronic Recording ***
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ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
for
DUXBURROW ESTATES
BRIDGEWATER, MASSACHUSETTS

This Declaration of Covenants, Restrictions and Easements (this "Declaration") is made as of the 10th day of November, 2021, by Muhammad M. Itani, Manager of DUXBURROW ESTATES, LLC, a Massachusetts limited liability company, having an address at 32 Norfolk Avenue, South Easton, Massachusetts 02375 ("Grantor").

WHEREAS, Grantor is the fee simple owner of certain land in Bridgewater, Plymouth County, Massachusetts, more particularly described in **Exhibit A** attached hereto, together with the buildings and other improvements thereon, by virtue of a deed of Wisam R. Omran dated November 15, 2019 and recorded with the Plymouth County Registry of Deeds in Book 51961, Page 315 (collectively, the "Premises");

WHEREAS, Grantor intends to develop the Premises as a residential community (the "Subdivision") comprised of separate building lots, shown as Lots 1 to 148, inclusive (collectively, the "Lots", and singly a "Lot") and related improvements, drainage lots and open space parcels, all as shown on a plan of land entitled "A Comprehensive Permit Duxburrow Estates Affordable Distribution Index Assessor's Map 77, Lot 18; Assessor's Map 78, Lot 1, 2, 3, & 4; Map 91, Lots 1 & 2; Portions of Map 78, Lot 5; Map 91, Lots 3 & 6 dated November 4, 2019 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Page 983 (the "Subdivision Plan");

WHEREAS, the Bridgewater Zoning Board of Appeals (the "Municipality") has issued a Comprehensive Permit to Grantor dated November 14, 2018 and recorded with Plymouth County Registry of Deeds in Book 50634, Page 23 (the "Comprehensive Permit") for development of the Premises as shown on the Subdivision Plan; and

WHEREAS, the Grantor will be entering into a Regulatory Agreement with MassHousing; and

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 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 Duxburrow Estates, LLC and the Town of Bridgewater if necessary.

B. No building or other structure of any kind shall be erected, placed or allowed to stand on said land except one house designed for one family, a swimming pool, a storage shed, 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 premises. 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 without prior consent of the Trustees. Parking on sidewalks, curbs and landscaped areas (common areas and private yards-if not shielded from street view) is prohibited at all times. ATV's shall not be operated on any of the streets.

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 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 Duxburrow Estates, LLC.

K. No fences higher than eight feet (8') will be allowed and no fences may be installed in any area of the lot which any closer to the front of the lot than midway back on the house constructed thereon.

L. No above-ground swimming pools will be allowed.

M. No clothes lines may be visible from the street or any other lot.

N. All driveways must be either asphalt, concrete, or brick. Gravel or crushed stone will not be acceptable.

O. No Lot Owner may widen the paved area (not within their lot lines) connecting their driveway to the paved roadway.

P. Each Lot Owner (meaning every person or entity who or which is the record owner of the fee, or of an undivided interest in the fee of any of the 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 Duxburrow 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 Plymouth County Registry of Deeds.

Q. No one shall unreasonably obstruct any part of the common areas and facilities without the prior consent of the Trustees of the Association Trust.

R. All personal property of the Lot 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 Lot Owner, and the Trustees of the Association Trust shall have no responsibility therefore.

S. 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 Lot Owners. No Lot Owners 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 Lot Owners.

T. All domestic trash must be placed in the proper receptacles designed for refuse collection, all trash and recycle barrels must be kept in garages and/or sheds except on trash/recycle collection days and no garbage or trash shall be placed elsewhere upon any of the common areas and facilities.

U. The Bridgewater domestic animals by-laws shall be in full force and effect. Pets shall be leashed at all times. Should Lot Owners have to take their pet(s) for a “call of nature”, they must make sure that they go to a wooded area and NOT on any of the lawns and landscaped areas. Additionally, Lot 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).

V. Any damage to the common areas caused by a Lot Owner, or by a Lot Owner’s family, visitor(s) or pet(s), shall be repaired at the expense of the Lot Owner.

W. 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 Lot Owners within the Subdivision. Each Lot Owner shall have one vote. 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 the 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 Lot 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 cause to be filed with the Plymouth County Registry of Deeds and the Plymouth 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 more than fifty percent (50%) of the Lot Owners in the Subdivision. 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 of the Lots, 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 Lot 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 Duxburrow Estates Homeowners Association Trust, dated November 10, 2021 and recorded herewith.

Section 1.5 Notwithstanding anything to the contrary set forth herein, prior to the first annual meeting of Lot 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.

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 Lot Owners, public safety vehicles and personnel, and others entitled thereto, on, over, across and through the roads and paved ways shown on the Subdivision Plan (collectively, the "Roads") for all purposes for which streets and ways are now or may hereafter be used in the Town of Bridgewater. Unless and until the Roads shall become public ways, respectively, no portion of the Roads, respectively, 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, respectively, unless first approved in writing by the Association Trust; and no construction or paving of any portion of the Roads, respectively, shall be done, and no utilities or other municipal services shall be installed in, on, over, under or through the Roads, respectively, 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 Bridgewater 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 snow storms 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 Lot Owner.

(ii) The Association Trust shall annually establish a fee to be assessed to each Lot Owner 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 may be waived by the Association Trust in the event that municipal services are provided by the Town of Bridgewater or in the event that the Roads become public ways.

B. The perpetual right and easement for the use of such portions of the Premises as are designated on the Subdivision Plan as drainage or sewer easements, for drainage or sewerage purposes for the benefit of each and all of the Lots, as contemplated by the Subdivision Plan.

C. The Premises, including without limitation each of the Lots, on which all or any part of which the Subdivision Plan indicates that one or more easements are located or to be located, shall be subject to the easements so indicated, and such easement(s) shall be deemed perpetual unless otherwise indicated on the Subdivision Plan.

D. The portion of the Premises shown as "Open Space" on the Subdivision Plan (collectively, the "Open Space parcels") shall forever be maintained as open space for the benefit of the Lot Owners. The Open Space parcels shall be subject to a perpetual, non-exclusive easement in favor of the Lot Owners to use the Open Space parcels for passive recreation such as hiking and bird watching, in common with others whom the Association Trust may from time to time designate.

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. Grantor hereby reserves a perpetual easement for access to and shared use of the sewer pump station, which Grantor may assign to any successor or assign of the Grantor provided the costs of such shared use shall be divided equitably based upon the use thereof. 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 of 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 Bridgewater; and

(ii) The Open Space parcels.

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 Lot Owner (defined below), at the sole cost of Grantor or the Lot 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 Bridgewater for the acceptance of the roadways within the Subdivision; or (ii) the acceptance of the roadways within the Subdivision by the Town of Bridgewater as public ways, 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 Lot Owners by a vote of two-thirds (2/3) of the Lot Owners.

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 Comprehensive Permit, Regulatory Agreement 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 Lot 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 Comprehensive Permit. A fine of \$50.00 (or such greater amount as determined from time to time by vote of the Trustees of the Duxburrow Estates Homeowners Association Trust) may be imposed for each violation by a Lot Owner of any of these restrictions. Each day that a violation continues after receipt of notice of said violation by a Lot Owner shall be considered a separate violation.

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 Lot 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 Lot Owners, respectively, to be paid, performed or observed pursuant to Articles I to VII, 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 Lot Owners, respectively, shall pay, perform and observe all of the agreements, covenants, liabilities, obligations and conditions on the part of the Lot Owners, respectively, to be paid, performed or observed pursuant to this instrument.

ARTICLE VII. DUXBURROW ESTATES HOMEOWNERS ASSOCIATION TRUST

Section 7.1 Each Lot Owner (as hereinabove defined), by acceptance of a deed thereto or the devise or inheritance of the record title thereto, shall become a beneficiary of the Duxburrow 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 ("Duxburrow Estates Costs"). 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 Lot Owner shall be responsible for payment of any assessment except with reference to the period of his or her ownership of said Lot.

Section 7.2 The purposes and responsibilities of the Association Trust shall include, but shall not be limited to:

A. The maintenance and repair of the Roads, including, but not limited to, snowplowing needs (which, except for repair of initial construction defects, shall be the sole responsibility of the Association Trust and not the Developer notwithstanding any language to the contrary contained herein);

B. The maintenance and repair of all drainage and stormwater easements and facilities.

C. The maintenance and repair of all sidewalks, the storm water management system, all common landscaping, all infrastructure (including, but not limited to, the sewer pump station) and other common facilities.

D. The upkeep and maintenance, including, but not limited to, mowing or cutting of grass, within any of the Open Space parcels and other common areas;

E. Compliance with the terms and provisions of (i) the Comprehensive Permit; (ii) the Regulatory Agreement; and (iii) the provisions of any other agreements or covenants entered into by Grantor and the Town of Bridgewater, or the by the Grantor and MassHousing, which is applicable to the Premises; and

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

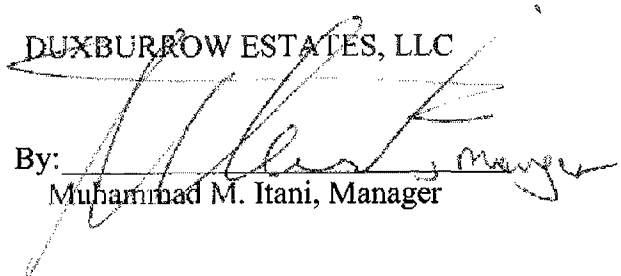
IT IS EXPRESSLY UNDERSTOOD THAT THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS IS SUBJECT TO THE COMPREHENSIVE PERMIT (ISSUED PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 40B) DATED NOVEMBER 14, 2018 AND RECORDED WITH PLYMOUTH COUNTY REGISTRY OF DEEDS IN BOOK 50634, PAGE 23 AND THE AFFORDABILITY REQUIREMENTS UPON WHICH SUCH COMPREHENSIVE PERMIT IS CONDITIONED.

Executed under seal this 10th day of November, 2021.

DUXBURROW ESTATES, LLC

By:

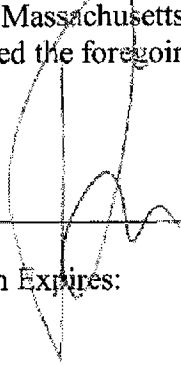
Muhammad M. Itani, Manager



COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 10th day of November, 2021, before me, the undersigned notary public, personally appeared Muhammad M. Itani, Manager as aforesaid, and proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed for its stated purpose, on behalf of Duxburrow Estates, LLC.



My Commission Expires: Notary Public

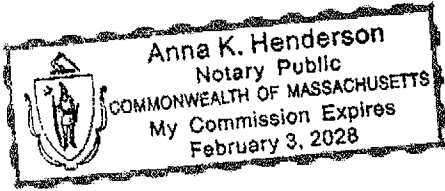


Exhibit A

Legal Description of Premises

The land in Bridgewater, Plymouth County, Massachusetts, located south and west of Curve Street, as follows:

Phase 1, Phase 2, Phase 3, Phase 4, Phase 5 and Phase 6 as shown on plan entitled "A Comprehensive Permit Duxburrow Estates Affordable Distribution Index Assessor's Map 77, Lot 18; Assessor's Map 78, Lot 1, 2, 3, & 4; Map 91, Lots 1 & 2; Portions of Map 78, Lot 5; Map 91, Lots 3 & 6 dated November 4, 2019 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Page 983.

The boundaries of said land are more particularly described on Lot Layout Sheets LL1.1-LL1.7, inclusive, on a plan entitled "A Comprehensive Permit Duxburrow Estates" dated March 15, 2016 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Pages 273-279.

*** Electronic Recording ***
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Recorded: 11/12/2021 11:12 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

DECLARATION OF TRUST ESTABLISHING THE DUXBURROW ESTATES HOMEOWNERS ASSOCIATION TRUST

AGREEMENT AND DECLARATION OF TRUST made this 10th day of November, 2021, by Rami Itani, of West Bridgewater, Massachusetts, and Michael Ojjeh, of Lakeville, Massachusetts (hereinafter jointly with their successors in trust referred to as the "TRUSTEES").

Witnesseth:

1. Name of Trust. The name of this trust shall be the DUXBURROW ESTATES HOMEOWNERS ASSOCIATION 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 not shown as Lots on the plan of land entitled "A Comprehensive Permit Duxburrow Estates Affordable Distribution Index Assessor's Map 77, Lot 18; Assessor's Map 78, Lot 1, 2, 3, & 4; Map 91, Lots 1 & 2; Portions of Map 78, Lot 5; Map 91, Lots 3 & 6 dated November 4, 2019 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Page 983 ("Subdivision Plan"), as conveyed to the TRUSTEES; the roadways shown on said Subdivision Plan, unless and until such roadways are accepted by the Town of Bridgewater; all portions of the drainage and stormwater control structures and facilities shown on said Subdivision Plan; and 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. All of the OWNERS shall have the right to use said trust property subject to:

(a) The Declaration of Covenants, Restrictions and Easements for Duxburrow Estates, Bridgewater, Massachusetts, dated November 10, 2021 and recorded with the Plymouth County Registry of Deeds just prior hereto;

(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 which constitutes a portion of the lands described in Exhibit A attached hereto and made a part hereof. 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 parcel or parcels 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 parcel or unit, such OWNER shall be treated as a separate OWNER for each parcel or unit.

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 establish and implement a maintenance plan to maintain, repair, improve, change or alter any trust property, real or personal, including building, repairing, tearing down and rebuilding structures or additions thereto, and maintaining the roadways and sidewalks, storm management system, common landscaping, all infrastructure and other common facilities shown on the Subdivision Plan. The TRUSTEES shall also be responsible for ensuring that the Homeowners Association makes adequate provisions for necessary snowplowing. The roadways shall be maintained as stated herein unless and until said roadways and related facilities are accepted by the Town of Bridgewater;

(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 TRUSTEES 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, the TRUSTEES 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 Bridgewater 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. 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 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 house has been constructed for which a certificate of occupancy has been issued. Determination regarding the amount of the assessment by the TRUSTEES shall be conclusive. 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.

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, shall be conclusive as to the facts stated therein.

6. Payment of Common and Special Charges. The 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. 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 land 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 land. All costs and expenses incurred by the TRUSTEES in enforcing or collecting any assessment, including reasonable attorneys' fees, together with a late fee of \$50.00 (or such greater amount as determined from time to time by vote of the Trustees) for each installment not paid when due, 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) per cent 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 him 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 him or be bound to see to the application of any money paid or property transferred to him 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 all of the lots shown on the aforementioned plan have been conveyed from Duxburrow Estates, LLC (hereinafter, the Developer).

12. Election of TRUSTEES. At each annual meeting of the OWNERS, commencing with the annual meeting held next after all of the lots shown on the aforementioned plan 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. Any action or consent by the OWNERS shall be taken or given at the annual meeting or at any special meeting of the OWNERS. The annual meeting of the OWNERS shall be held on the first Tuesday in April 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 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.

16. Quorum. 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. 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, as required by the Comprehensive Permit, is approved by the Town of Bridgewater Zoning Board of Appeals.

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 Comprehensive Permit 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 mailing address (or email 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 Plymouth County Registry of Deeds, 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 of the trust property.

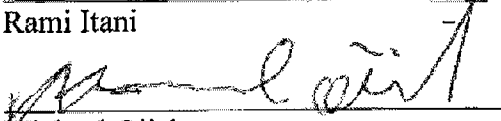
24. **Governing Law.** This trust shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IT IS EXPRESSLY UNDERSTOOD THAT THIS TRUST IS SUBJECT TO THE COMPREHENSIVE PERMIT (ISSUED PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 40B) DATED NOVEMBER 14, 2018 AND RECORDED WITH PLYMOUTH COUNTY REGISTRY OF DEEDS IN BOOK 50634, PAGE 23 AND THE AFFORDABILITY REQUIREMENTS UPON WHICH SUCH COMPREHENSIVE PERMIT IS CONDITIONED.

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



 Rami Itani

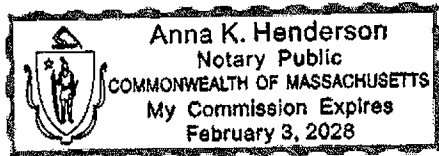


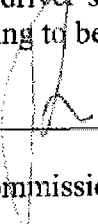
 Michael Ojeh

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 10th day of November, 2021, before me, the undersigned notary public, personally appeared Rami Itani, and proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed for its stated purpose.





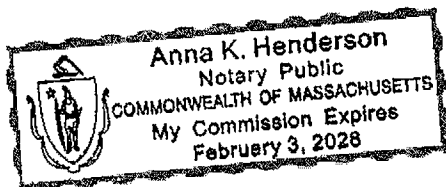
 Notary Public

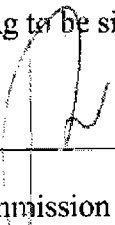
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 10th day of November, 2021, before me, the undersigned notary public, personally appeared Michael Ojeh, and proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed for its stated purpose.





 Notary Public

My Commission Expires:

Exhibit A

Description of Lots in Duxburrow Estates

Lots 1 to 148, inclusive (collectively, the "Lots", and singly a "Lot") and related improvements, drainage lots and open space parcels, all as shown on a plan of land entitled "A Comprehensive Permit Duxburrow Estates Affordable Distribution Index Assessor's Map 77, Lot 18; Assessor's Map 78, Lot 1, 2, 3, & 4; Map 91, Lots 1 & 2; Portions of Map 78, Lot 5; Map 91, Lots 3 & 6 dated November 4, 2019 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Page 983.

The boundaries of said land are more particularly described on Lot Layout Sheets LL1.1-LL1.7, inclusive, on a plan entitled "A Comprehensive Permit Duxburrow Estates" dated March 15, 2016 and recorded with Plymouth County Registry of Deeds in Plan Book 63, Pages 273-279.