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PARTRIDGEBERRY WOODS SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

Robert G. Taisey, Trustee of TAISEY FAMILY NOMINEE TRUST, under Declaration of Trust dated January 23, 1987, recorded with Middlesex South District Registry of Deeds at Book 17844, Page 578, (hereinafter sometimes referred to as "Declarant") is the Owner of Lots 1 through 14, both inclusive, and Lots 37 through 56, both inclusive, all as shown on the plan of land entitled: "Definitive Subdivision Plan, Groton, Massachusetts, Partridgeberry Woods, Prepared for: Taisey Family Nominee Trust", which Plan is recorded with Middlesex South District Registry of Deeds as Plan No. 1475, of 1988, Sheets 1 through 17, both inclusive; and Parcel A as shown on a plan of land entitled: "Plan of Land in Groton, MA. Prepared for The Taisey Family Nominee Trust by Joseph R. Henry Associates, Inc.", dated December 3, 1987, which Plan is recorded with Middlesex South District Registry of Deeds as Plan No. 1695 of 1987, at Book 18741, Page 440; of 24 New England Executive Park, Burlington, Massachusetts, (hereinafter sometimes referred to as "Subdivision Plan").

WHEREAS, Robert G. Taisey, Trustee of the Partridgeberry Woods Homeowners Trust, under Declaration of Trust dated October 21, 1991, recorded with Middlesex South District Registry of Deeds as Instrument No. 339 of 10/25/91, is the owner of "Parcel B" shown on the aforesaid Plan by virtue of a deed dated October 21, 1991, recorded at Book 21498, Page 190; and is the owner of "Parcel C" shown on said Plan by virtue of a deed dated October 21, 1991, recorded at Book 21498, Page 193; and is the owner of "Parcel D" shown on said Plan by virtue of a deed dated October 21, 1991, recorded at Book 21498, Page 194; and is the owner of "Parcel F" shown on said Plan by virtue of a deed dated October 21, 1991, recorded at Book 21498, Page 197; and

WHEREAS, a certain "Certificate of Approval of a Definitive Plan" dated March 17, 1988, and recorded with Middlesex South District Registry of Deeds at Book 19856, Page 202, contains a Condition that said Parcels B, C, D and F be conveyed to a Homeowners Association; and

WHEREAS, as stated in Article VII of said "Partridgeberry Woods Homeowners Trust": "The beneficial interest of each lot owner shall be one eighty-eighth (1/88), which said interest shall vest upon the recording of a deed

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MARGINAL REFERENCE RECORD  
BOOK 21498 PAGE 197

to a lot in said Partridgeberry Woods Subdivision and shall terminate upon the conveyance thereof by said Beneficiary to another party."

NOW, THEREFORE, in consideration of and in compliance with said Certificate of Approval of the Definitive Subdivision Plan, the Declarant hereby makes this Declaration of Covenants and Restrictions, as follows:

1. That the ownership of any lot or lots numbered 1 through 14, both inclusive, and Lots 37 through 56, both inclusive, as shown on said Plan shall include a 1/88th proportionate or undivided beneficial interest in the aforementioned "Partridgeberry Woods Homeowners Trust", and each lot shall be subject to and with the benefit of the rights and obligations therein stated and to the rights of way and easements shown on said Plan.
2. Said lot or lots may be reconfigured pursuant to the provisions of M.G.L. c.41, 81P.
3. The aforementioned lots as shown on said Subdivision Plan shall be subject to and with the benefit of the terms and conditions of this Declaration of Covenants and Restrictions, which shall run with the land, and which shall be binding upon the owners of said lots shown on said Subdivision Plan, and their respective heirs, successors, and assigns.

EXECUTED AS A SEALED INSTRUMENT, this 22<sup>nd</sup> day of June, 1994

Taisey Family Nominee Trust

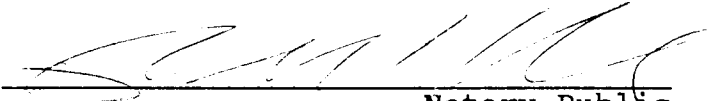
Robert G. Taisey, Trustee  
By: Robert G. Taisey, Trustee

Partridgeberry Woods Homeowners Trust

Robert G. Taisey, Trustee  
By: Robert G. Taisey, Trustee

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this 22 day of June, 1994, before me personally  
appeared Robert G. Taisey, Trustee of TAISEY FAMILY NOMINEE TRUST,  
and Trustee of PARTRIDGEBERRY WOODS HOMEOWNERS TRUST, and  
acknowledged the foregoing to be his free act and deed.

  
\_\_\_\_\_  
- Notary Public

My commission expires: 1/7/95

Robert L. Collins

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PARTRIDGEBERRY WOODS  
HOMEOWNERS TRUST

ARTICLE I - CREATION OF TRUST

Robert G. Taisey, Trustee of the Taisey Family Nominee Trust, pursuant to a Declaration of Trust dated January 23, 1987 and duly recorded with the Middlesex South District Registry of Deeds in Book 17844 at Page 578, record owner of the subdivision situated in Groton, Middlesex, Massachusetts, known as "Partridgeberry Woods" duly recorded with the Middlesex South District Registry of Deeds as plan number 1475 of 1988 in Book 19424 at Page 049, by execution and recording of this document creates the Partridgeberry Woods Homeowners Trust for the purposes pursuant to the terms set forth herein.

ARTICLE II - NAME OF TRUST

This trust shall be known as the Partridgeberry Woods Homeowners Trust and under that name, so far as is legal, convenient, and practicable shall carry on all of the functions of such Trust as herein set forth.

ARTICLE III - PURPOSE

The purpose of the Partridgeberry Wood Homeowners Trust is to maintain certain common lands set forth on Appendix A attached hereto which are shown on a Plan entitled "Partridgeberry Woods", duly recorded with the Middlesex South District Registry of Deeds as Plan No. 1475 of 1988 in Book 19424 at Page 049, and to maintain such properties as may be conveyed to said Trust.

ARTICLE IV - DEFINITIONS

The following words when used in this Agreement or any supplemental Agreement shall have the following meanings:

1. "Plan" shall mean and refer to the Plan entitled "Partridgeberry Woods" recorded at the Middlesex South District Registry of Deeds as Plan No. 1475 of 1988, Book 19424 at Page 049, including any Amendments to said Plan.
2. Common lands shall mean and refer to the parcels referred to in Appendix "A" attached hereto.

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3. "Drainage Structures and Drainage Ways" shall mean and refer to the culverts, the retention areas, culverts beneath driveway entrances, swales and any additional drainage structures or water courses necessary to the proper working of the drainage system for the ways shown on said plan.
4. "Utilities" shall mean and refer to water lines, sewer lines, electric lines, telephone lines, gas lines or other such utility lines and/or structures for such utilities within the Common lands which serve or potentially serve lots within this subdivision.
5. "Lot" shall mean and refer to the building lots labeled Lot 1 through 88, inclusive.
6. "Trails" shall mean and refer to trails shown and identified as such on the Plan.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple to Lots 1-88, inclusive within the Subdivision, and notwithstanding any applicable law with respect to mortgages, shall not refer to any mortgagee until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
8. "Trust" shall mean and refer to the Partridgeberry Woods Homeowners Trust as created by this document.
9. "Common expenses" shall mean and refer to the costs and expenses necessary to maintain the Common lands as to repair or replace the trails and to perform the terms and provisions of this Association, and such taxes, insurance, road and/or drainage structure maintenance, lighting expenses, other such expenses as the Association may assume or become obligated to irrespective of whether or not the Association owns properties which generate the expenses.
10. "Assessment" shall mean and refer to the proportional share of the Common Expenses allocated to the Owner of each Lot.

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ARTICLE V - TRUSTEES

- A. The initial Trustee shall be Robert G. Taisey, who shall continue in that capacity until Forty-five of the Eighty-eight lots shown on said plan are sold. In the event said Taisey shall resign prior to that time, successor trustees shall be elected as provided in Section B herein.
- B. There shall be five Trustees at all times subsequent to the sale of forty-five of the eighty-eight lots to be elected for a term of twelve (12) months at the annual meeting of said Trust, or as otherwise provided herein. All Trustees shall be lot owners within the Partridgeberry Woods Subdivision.
- C. In the event of a vacancy created by conveyance of a Trustee's beneficial interest, resignation, or otherwise, the remaining Trustees shall appoint a temporary successor Trustee who shall serve until the next annual meeting.
- D. The Trustees shall act by a majority vote at any meeting duly called at which a quorum is present. A quorum shall consist of four Trustees. The Trustees may also act without a meeting called as provided herein provided there is a written assent to such action signed by all Trustees.
- E. A Trustee may resign by providing notice to the remaining Trustees and/or by recording with the Middlesex South District Registry of Deeds a notarized instrument signed by him. Such resignation should be effective upon the providing or notice or recording of such instrument. A Trustee may be removed with or without cause by a vote of a majority of the lot owners at a special meeting called as provided herein. Such removal shall be effective upon said vote and shall be evidenced by a document recorded with said Deeds.
- F. No Trustee shall be personally liable or accountable for acts taken by him or the other Trustees in good faith, or by reason of honest errors of judgment, mistakes of fact or law, or the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance or default.

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- G. The Trustees shall, if a majority of the beneficiaries hereunder vote at an annual meeting of the Trust, procure a fidelity bond or bonds insuring the Trust as the named insured against malfeasance, default, or dishonest acts of any Trustees, or agents, employees or others appointed or hired by the Trustees. Said bond(s) shall be in an amount determined by the Trustees in their discretion, but in no event be less than one quarter (1/4) of the annual financial obligations of said Trust. All costs associated with said bond shall be borne by the lot owners as part of the common expense of said Trust.
- H. Trustees shall receive compensation for their services as Trustees only in an amount as may be determined by a vote of the beneficiaries at an annual meeting of said Trust.
- I. The Trustees and each of them shall be entitled to indemnity by the lot owners against any liability incurred by them or Trustees, including, but without limiting the generality of the foregoing, liabilities in contract, in tort, or for penalties, damages or fines. The Trustees are duly authorized to procure insurance in an amount they deem sufficient to cover such liability. Each lot owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of said Trust or for any liabilities or claims as set forth herein.

ARTICLE VI - DUTIES OF THE TRUSTEES

Subject to and in accordance with the terms and provisions hereof, the duties of the Trustees shall include the following:

1. To see to the maintainance of the common lands or to see to the repair, replacement or improvement of the trails, pond, landscaping, or other features of the landscape.
2. To provide and see to the maintainance of such structures as benches, signs or the like which the Trustees decide to install in the Common lands.
3. To take action necessary to fulfill the terms and provisions contained in this Trust.

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4. To assess each owner for his proportionate share of the Common Expenses.
5. To establish bank accounts for the Trust, and, pursuant to a vote of the beneficiaries at an annual meeting, borrow money on behalf of said Trust.

ARTICLE VII - BENEFICIARIES

It is hereby expressly declared that a Trust, and not a partnership, association, or corporation, is hereby created, and that the lot owners within the Partridgeberry Woods Subdivision are beneficiaries and not partners, associates, or stockholders between and among themselves with respect to the property of said Trust, and hold no other relation to the trustees other than as beneficiaries, with only such rights conferred upon them herein and under the applicable provisions of the laws of the Commonwealth of Massachusetts.

The beneficiary interest of each lot owner shall be one eighty-eight (1/88) which said interest shall vest upon the recording of a deed to a lot in said Partridgeberry Woods Subdivision and shall terminate upon the conveyance thereof by said beneficiary to another party. Conveyance as used herein shall not mean the conveyance of a mortgage interest in a lot, or transfer other than the conveyance of a fee simple interest in a lot.

ARTICLE VIII - INTEREST OF BENEFICIARIES

The beneficiaries shall be those individuals who own lots in said Partridgeberry Woods Subdivision from time to time, and their interest shall be of a duration and percentage as set forth in Article VII herein.

Each beneficiary shall have one vote for each lot he owns at an annual meeting of said Trust. Such beneficiaries may designate an individual to act in his or her stead by proxy but the beneficial interest created hereunder shall not be separated from the ownership of a lot within said subdivision.

ARTICLE IX - ASSESSMENTS

The Owner of each Lot shall be liable for 1/88 of the Common Expenses and entitled to 1/88 of any profits of the Trust.

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The Trust may set aside common funds of the Trust as reserve or contingent funds to be used for the reduction of indebtedness of the Trust or to carry out the duties of the Trustees.

The Trustees shall maintain accurate records and render proper statements of each assessment to each Owner. Prior to January 31 of each year the Trustees shall prepare and distribute to all Owners a statement of financial activities of the Trust during the previous calendar year and of the financial status of the Trust at the end of the year.

All Assessments are due and payable to the Trust within 30 days of each Assessment. Unpaid Assessments shall be charged interest at the maximum allowable statutory rate but not exceeding 1 1/2 percent per month.

The Trustees shall, upon the request of the owner of the legal or equitable title of any Lot, or a mortgagee, prospective mortgagee, purchaser of a Lot or other prospective transferee of a Lot, issue a written statement setting forth any amounts of Common Expenses unpaid with respect to such lot. Such statement, for which a reasonable fee may be charged, shall be binding upon the Trust in favor of any person who may rely thereon in good faith.

#### ARTICLE X - ENFORCEMENT

The Trust shall take such action, including legal proceedings, as may be necessary to enforce the conditions of this Agreement including collecting assessments from Owners, with or without foreclosing or waiving any lien.

An Owner against whom legal proceedings are brought shall be required to pay the costs and expenses of all legal foreclosure costs, including attorney's fees and costs. No Owners of any Lots shall exempt themselves from liability for the payment of common expenses under this Agreement either by waiver or abandonment of the use and enjoyment of the Common Driveway during their ownership of such Lot.

Enforcement of a lien for unpaid Common Expenses if made through foreclosure proceedings, shall be in accordance with the provisions of Chapter 244 of the General Laws of Massachusetts, it being understood and agreed by the Developer of the Plan and all persons taking title to any Lot, their successors and assigns, that the lien shall be deemed to be a mortgage under Chapter 244. This provision

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for foreclosure shall be covenant that runs with the land for the benefit of all Lot Owners, their successors and assigns.

ARTICLE XI - AMENDMENTS

This Agreement may be amended by a majority vote of the number of votes eligible to vote under this Agreement at a meeting duly held and called for such purpose. A written instrument setting forth the terms of any such Amendment shall be signed by a majority of the Owners and recorded with the Middlesex South District Registry of Deeds.

ARTICLE XII - INTERPRETATION

It is specifically the intent of this Agreement to assure the fair and harmonious operation of the Trust for the benefit of each and all Owners of Lots subject to the Agreement. Therefore, this Agreement is to be liberally construed to effectuate its purpose.

WITNESS my hand and seal this 30th day of September, 1991.

*Robert G. Taisey, Trustee*  
Robert G. Taisey

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

9-30-91

Then personally appeared the above-named Robert G. Taisey and acknowledged the foregoing to be his free act and deed, before me

*[Signature]*  
Notary Public  
My Commission expires: 1/2/92

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