

GOLDEN OAKSDECLARATION OF EASEMENTS, RESTRICTIONS & COVENANTS

DECLARATION made as of this 1st day of March 2005 by Dennis Welch, Trustee of Poquantic Brook Realty Trust, under Declaration of Trust dated December 31, 1999, having a mailing address of 111 Eastman Street, South Easton, MA 02375 and recorded with Bristol County Northern District Registry of Deeds in Book 8632 at Page 272

WHEREAS, Poquantic Brook Realty Trust is the owner of certain real property situated in the Town of Easton, Bristol County, Massachusetts, known as and hereinafter called "Golden Oaks," consisting of Lots 1 through 48 (hereinafter the "Lots," any one of which may be referred to as a "Lot") as shown on a plan entitled, "Golden Oaks Subdivision Plan A Adult Retirement Community in Easton, MA" Prepared by Allen & Major Associates, Inc., Prepared for Poquantic Brook Realty Trust, dated January 14, 2003, approved by the Easton Planning and Zoning Board on July 9, 2003 and recorded with Bristol County Northern District Registry of Deeds in Plan Book 430 at Pages 2 to 8; (2) a plan entitled "Plan to Create Lot "B" Golden Oaks Subdivision Easton, MA Surveyed For Poquantic Brook Realty Trust Surveyed By Ribelin Land Surveyors, Inc." dated December 30, 2004, Revised February 2, 2005 and recorded with Bristol County Northern District Registry of Deeds in Plan Book 434 at Pages 5 to 7 and; (3) a plan entitled "Plan to Create Lots "C" and "D" Golden Oaks Subdivision Easton, MA Surveyed For Poquantic Brook Realty Trust Surveyed By Ribelin Land Surveyors, Inc." dated December 30, 2004, Revised February 2, 2005 and recorded with Bristol County Northern District Registry of Deeds in Plan Book 434 at Pages 5 to 7 to which plans reference may be made for a more particular description of each lot (hereinafter collectively the "Plan") and certain common areas, being all of the land shown on the Plan as Shannonmarie Way, Winthrop Street, Hancock Street, Lot A, Lot B, Lot C and Common Area 4, (hereinafter the "Common Land").

WHEREAS, Golden Oaks is to be developed as an Adult Retirement Development pursuant to the Town of Easton Zoning By-Law in accordance with: (1) the Plan and (2) Special Permit Petition # 02-10, as amended, issued by the Easton Planning & Zoning Board and recorded with the Bristol County Northern District Registry of Deeds in Book 14093 at Page 0208;

WHEREAS, Poquantic Brook Realty Trust intend to construct (in phases as the development proceeds) certain facilities, landscape and plant certain areas, dedicate the Common Land for the common use and enjoyment of the owners of record from time to time holding fee simple title to a Lot in Golden Oaks (hereinafter the "Owners"), to construct, in phases as aforesaid, such roadways, driveways, buildings, amenities and walks on land dedicated as aforesaid, and to declare and render Lots subject to the restrictive provisions hereof and entitled to beneficial ownership in Golden Oaks Homeowners Association Trust; and

Attest copy
by photostatic process

Attest: *D. Welch*
Bristol County N.D.
Register of Deeds

WHEREAS, Poquanticut Brook Realty Trust wish to create a mechanism for the collective control, repair and maintenance by Golden Oaks Homeowners Association Trust of the Common Land, and to provide for the enforcement and administration of the restrictions on use and improvement of land and the Lots, as set forth herein;

NOW, THEREFORE, Poquanticut Brook Realty Trust for itself, its successors and assigns, declares as follows:

1. Except as expressly provided herein, the easements, licenses, rights, privileges and restrictions established, created and granted by this instrument shall be for the benefit of, and limited solely to, Poquanticut Brook Realty Trust and the Owners from time to time of the Lots in Golden Oaks or any parts thereof, their immediate families, their tenants and the immediate families of such tenants and their guests for the duration of their tenancies, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of Golden Oaks not specifically set forth herein. As used hereafter in these restrictive provisions, the term "the Trust" means, where the context is appropriate, Golden Oaks Homeowners Association Trust with respect to any of the Common Land which is from time to time the property of the Trust, or such other person or approval committee as may from time to time be designated by the Trust or its successor, except that before Golden Oaks Homeowners Association Trust shall have been conveyed such land, such term shall mean Poquanticut Brook Realty Trust with respect to such unconveyed land. In order to give Poquanticut Brook Realty Trust necessary rights and easements to complete the development contemplated hereby, the right to create and execute easements and rights of way for access and utility purposes and functions are hereby expressly reserved to Poquanticut Brook Realty Trust, its successors and assigns, both as more particularly shown on the Plans referred to hereinabove, and such easements as may be necessary in the sole opinion of Poquanticut Brook Realty Trust or said successors or assigns for access to remote areas or for the location of recreational betterments and underground electric, telephone, cable television, storm drainage and pipe lines for supplying gas, water, or heat, including mains, service pipes and equipment.

2. Golden Oaks will contain no more than Forty-Eight (48) Lots and the Common Land, which Lots shall be used only for residential purposes and uses incidental thereto and which Common Land shall be used only for common recreational and incidental uses, subject in each case to the restrictions contained in Section 5 hereinbelow.

3. Poquanticut Brook Realty Trust do hereby establish and create for the benefit of the Owners and others mentioned herein and does hereby give, grant and convey to each of them the following easements, licenses, rights, privileges and restrictions subject to the obligation of each Owner to pay a proportionate share of the cost of the maintenance, repair and enforcement thereof as hereinafter set forth and contained in Section 6 hereinbelow:

a) Right of way for ingress and egress, by vehicle or on foot, in, to, upon and over in common with others; and for improvements on and under, the roads shown on the

aforesaid Plan after the same are constructed for all purposes for which ways are commonly used in the Town of Easton, including for the benefit of Poquanticut Brook Realty Trust all necessary or appropriate rights of way at all times and irrespective of the state of construction completion, for the transportation of construction materials and equipment for use in completing the construction of Golden Oaks. Poquanticut Brook Realty Trust or its successors in title shall not at any time dedicate such ways to the Town of Easton as public ways. Said ways do not meet the standards of the Town of Easton for acceptance of new ways and shall not now or at any time in the future be proposed for such acceptance. Said ways, including all drainage structures and lines, shall be maintained by the Trust. The Trust shall not look to the Town of Easton for maintenance of same. Further, the Trust shall be responsible for all drainage or water problems. The private ways shall not be connected to any other ways except as shown on the Plans:

b) Rights to connect with, make use of, maintain, repair and replace underground utility lines, pipes, conduits and drainage lines which may from time to time be located anywhere in Golden Oaks, provided that all damage caused by the exercise of such rights is promptly repaired, including without implied limitation the restoration of all surface areas to their condition immediately prior to such exercise as to any such road which becomes a public way, any of these rights which thereby become unnecessary shall terminate.

c) Rights to use in common with others entitled thereto that portion of Golden Oaks which is Common Land and is the property of the Trust (but none of the Lots) in accordance with and subject to the Form E Covenant with the Town of Easton dated September 23, 2004 and recorded with Bristol County Northern District Registry of Deeds in Book 14093 at Page 0205 (the "Covenants"), the provisions of the Trust dated March 1, 2005 and recorded herewith and any rules and regulations promulgated by the Trust. It is specifically provided with respect to the Common Land that:

(i) the landscaping, decorative walls, fencing, signs and nature trails, if any, shall for the duration of the Trust be preserved and maintained by the Trust in good and substantially similar condition;

(ii) all Common Land shall be preserved and maintained by the Trust in its present natural state, except as altered by the roadways, drainage lines, structures, utilities, etc. as shown on the Plan and other matters referred to elsewhere herein or in the Trust, and the Covenants or except as subsequently agreed to between the Trust and the Easton Planning and Zoning Board. In furtherance of said preservation, neither the Trust nor any successors or assigns will perform the following acts or permit others to perform them, hereby granting to the Owners and the Trust the right to enforce these restrictions against all persons.

a) No building, sign, outdoor advertising display, fence, mobile home, utility pole or other temporary or permanent structure will be constructed, placed or permitted to remain on said parcel, except for the structures specified in these Paragraphs (i) and (ii) hereinabove.

b) No soil, loam, peat, gravel, sand, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or unsightly or offensive material will be placed, stored or dumped thereon.

c) No loam, peat, gravel, sand, rock or other mineral substance or natural deposit shall be excavated or removed from said parcel in such a manner as to affect the surface thereof.

d) No trees, grasses or other vegetation shall be cut or otherwise destroyed, except as may be necessary to maintain pathways and structures specified in these Paragraphs (i) and (ii) hereinabove in a neat and accessible condition and to carry out the requirements of normal, reasonable forestry and lawn maintenance.

e) All contaminants emitting from recreational vehicles parked in or on the Common Land shall be disposed of off site pursuant to all applicable local and state statutes and regulations.

4. In the event of the taking under the power of eminent domain of all or any part of Golden Oaks, that portion of the award attributable to the value of any land within Golden Oaks so taken shall be payable only to the Owner, and no claim thereon shall be made by the Trust, except for portions thereof which it or its successors or assigns holds in fee; provided, however, an Owner may file collateral claims with the condemning authority, over and above the value of the land so taken, to the extent of any damage suffered by such Owner, resulting from the loss of easements, licenses and rights and privileges so taken; and provided, further, that the Owners shall promptly repair and restore the remaining portion of any land so taken as nearly as practicable to the condition it was in immediately prior to such taking, but if the proceeds of such award are not sufficient to pay the costs of such restoration and repair, the Owners shall contribute the net awards, if any, received by them, to the extent necessary to make up such deficiency. The easements, licenses, rights and privileges on the land of Golden Oaks which are the subject of the taking shall remain in full force and effect on the remaining portion of Golden Oaks as repaired and restored.

5. Lots 1 thru 48, inclusive, are hereby declared and rendered subject to the following Restrictive Provisions which shall remain in force for a period of thirty (30) years unless extended by the Owners with the sole exception of the restriction stated in Section 5(b) which shall remain in full force in effect in perpetuity:

a) No buildings or other structures of any kind shall be erected, placed or allowed to stand on each respective Lot except one dwelling unit of at least 1,000 square feet of living space, designed as a residence for one family, together with such accessory buildings and structures normally appurtenant to such a dwelling situated in other residential neighborhoods in said Easton as have been approved pursuant to Section 5(g) hereof.

b) Each dwelling unit is specifically limited to use, residence and occupancy by person who have achieved a minimum age of fifty-five (55) years of age.

c) No dwelling unit shall be used for any other purpose than as a dwelling for one family. No business activities of any nature shall be conducted upon any lot, and no advertising signs shall be displayed thereon, except such signs as may be installed by Poquanticut Brook Realty Trust or its agents during the course of construction and sale of units.

d) No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the failure to properly maintain the exterior of any building or the grounds surrounding it.

e) The Owner will not cause or permit any commercial breeding of any type of domestic or wild animal, but this covenant shall not prevent the occupant of the premises from keeping a reasonable number of domestic pets. No unregistered motor vehicles, no solar panels and no satellite dishes in excess of 18 inches shall be placed or kept upon any lot or Common Land within Golden Oaks at any time.

f) No structures of any kind or exterior additions or alterations (including change of color) thereto or driveways or landscaping shall be erected, placed or allowed to stand upon any Lot until the description, plans, specifications and locations thereof shall have been approved in writing by Poquanticut Brook Realty Trust. No Owner shall be responsible under this paragraph except for his acts and defaults while Owner, nor required to remove or alter, because of violation of this paragraph any structures, driveways or landscaping erected prior to his ownership (unless notice as specified in this paragraph hereinbelow has been recorded as specified); and any structure or additions thereto, or driveways or landscaping completed for more than two (2) years shall be deemed to comply with this restriction unless suit for enforcement of this restriction has theretofore been commenced and notice thereof recorded appropriately to affect the record title to the subject land. The provisions of this Section 5(f) shall not be deemed to give any Owner any right to approve the size, plans, specifications and/or locations of any structures, driveways or landscaping erected, placed or allowed to stand upon the remaining land, or any right to enforce any restriction imposed thereon, or to require that any such restriction be imposed on such remaining land for the benefit of any Owner.

g) Plans and specifications showing the location, the exterior design, height, color scheme, location of sewage disposal system, grading plan, and material for any proposed structure, driveway, landscaping or other improvement to any Lot shall be submitted for approval to Poquanticut Brook Realty Trust. Approval is not to be unreasonably withheld by the Poquanticut Brook Realty Trust. The purpose of this restriction is to provide for an attractive, aesthetically compatible Adult Retirement Development of single-family homes on the Lots.

In the event plans submitted for any Lot, dedicated or not, are not architecturally and aesthetically consistent with the above standards, the same may be disapproved by Poquanticut Brook Realty Trust unilaterally. Poquanticut Brook Realty Trust shall respond to a written request from an Owner for approval of such a proposed improvement within thirty (30) days after receipt of such request accompanied by plans showing such improvement. Failure to take action on any such request within thirty (30) days after subsequent written notice from an Owner that it intends to take action based upon Poquanticut Brook Realty Trust failure to respond, specifically referring to this Paragraph 5(g), shall be deemed approval of such improvement. Any person hereafter having an interest in the premises may rely upon a certificate signed by any member of Poquanticut Brook Realty Trust certifying that plans and specifications or completed construction has been approved or that this restriction has been waived or released in whole or in part.

h) All utility services to any building erected on any Lot shall be constructed and maintained underground.

i) Each Lot owner shall, upon construction of a residence on such Lot, provide an off-street parking area for the parking of at least two (2) automobiles used by a Lot owner and his family. There shall be no parking on any street.

j) No live trees in excess of four inches in diameter at the base of the tree shall be removed unless necessary for the construction of buildings, parking areas or driveways.

k) No structure or movable trailer or shelter shall be placed or maintained on the any lot or Common Land, other than as incidental to construction by Poquanticut Brook Realty Trust or its agent, or a completed or substantially completed dwelling house conforming in all respects with the requirements of these restrictive provisions, shall be used even temporarily as a place of habitation.

l) The Grantee and their successors in title to the property conveyed herein shall not alter any wetland resource area protected under the Wetlands Protection Act, G.L. c. 131, Sec. 40, and under the Easton Wetlands Protection Bylaw, Chapter 227 of the Bylaws of Easton, as the Act and Bylaw may be amended from time to time, and protected under the regulations promulgated pursuant to said Act and Bylaw.

m) Any member or agent of the Trust may, at any time after reasonable notice, enter and inspect any Lot.

n) The provisions of the foregoing paragraphs 5 (a-m), inclusive, of these restrictive provisions shall be enforceable. They may be waived or released in writing only by both members of the Trust, or a duly authorized agent of the Trust.

Any request by the Trust or Poquanticut Brook Realty Trust hereunder shall be deemed duly made when mailed by certified mail, postage and certification charges prepaid, addressed to the Owners as set forth in the records of the Board of Assessors of Easton, Bristol County, Massachusetts, at the address or addresses of such Owners set forth in such records.

Except for the above restrictions and reserved easements, and except as otherwise provided herein and in the Declaration of Trust of Golden Oaks Homeowners Association Trust dated March 1, 2005 and recorded herewith, Owners of Lots shall have the exclusive right to use and enjoy their property, and no right or easement of Owners or any other persons over individual Lots of Owners is hereby created or implied.

The terms and provisions hereof shall apply with equal force and effect to any Lots subsequently declared and rendered subject to the provisions hereof by a document to such effect signed by Poquanticut Brook Realty Trust and recorded with Bristol County Northern District Registry of Deeds or its successors and assigns. Poquanticut Brook Realty Trust, their successors and/or assigns hereby reserves the right to dedicate Lots from time to time, subject to the provisions hereof, so that the total number of dedicated lots may exceed forty-eight (48).

6. Each Owner of a Dedicated Lot, being an individual or any other entity, shall be entitled to an undivided two and eight one hundredths percent (2.08%) beneficial interest in Golden Oaks Homeowners Association Trust, the owner of the Common Land, which land is to be held for the benefit of all such Owners of Dedicated Lots by the Trustees of the Trust subject to the reduction from time to time of such percentage of beneficial interest proportionately in the event that more than forty-eight (48) Dedicated Lots are ultimately developed, dedicated and sold to Owners other than Poquanticut Brook Realty Trust, said percentage to be adjusted each time additional lots are so dedicated, with each and every lot, present or additional, to have the same percentage of beneficial interest. Any such reduction shall be conclusively evidenced by a certificate duly executed by Poquanticut Brook Realty Trust and recorded with the Bristol County Northern District Registry of Deeds specifying such change for any reason. Such portion of the Common Land as has been conveyed to the Trust and remains the property thereof shall remain in undivided beneficial ownership, and no Owner or any other person shall bring any action for partition or division of any part hereof except if and upon amendment as provided herein.

a) Expenses for the maintenance (including insurance and taxes of any kind), repair and improvement, whether common or special charges, of the common land and facilities which have been conveyed to the Trust and defined in its

Declaration of Trust, and remain the property thereof, shall be charged to the Owners by the Trustees of the Trust, or their successors, and shall be assessed and collected in the manner set forth in the Trust dated March 1, 2005 and recorded herewith. Expenses for the maintenance, repair and improvement of the Common Land not conveyed to the Trust, and all Lots not dedicated shall be borne by Poquanticut Brook Realty Trust or its successors or assigns, which expressly agrees for itself and such successors and assigns to be bound by the provisions of this Declaration and the Covenants as each of the same pertains to all land in Golden Oaks not Dedicated Lots or Common Land.

b) Each Owner of a Dedicated Lot shall be personally liable for all sums assessed for his share of such expenses, but only with respect to such period as he is and remains an Owner.

c) The aforesaid charges to each Owner shall be liens and/or encumbrances on the land of each said Owner and acceptance of each of the several deeds (not including thereby a mortgagee or a lender under a properly recorded Mortgage or Deed of Trust) shall be construed to be a covenant to pay said charges. The Trustees of the Trust shall have the right to take and prosecute all actions or suits, legal or otherwise, which may in its opinion be necessary for the collection of such charges. In this connection, the Trustees of the Trust shall have the right and obligation by action, legal or otherwise, to eliminate any violations of the within covenants, agreements, assessments, restrictions, conditions and charges. Such covenants, agreements, assessments, restrictions, conditions and charges are, however, to run with and bind the land and may, therefore, except to the extent otherwise restricted herein, be enforceable by any Owner of a Dedicated Lot within Golden Oaks.

d) The lien hereby reserved, however, shall be at all times subordinate to municipal liens and the lien of any first mortgagee or lender of any sums secured by a properly recorded mortgage or deed of trust, to the end and intent that the lien of any mortgagee, trustee or note holder shall be paramount to the lien for maintenance charges imposed herein accrued after the date of recording of said mortgage or deed of trust, and provided further such subordination shall apply only to the charges that shall become payable prior to the passing of the title under foreclosure of mortgage or deed of trust or acquisition of the title by deed in lieu of foreclosure.

e) In addition to any other remedy, each Owner's share of the said expenses which constitute a lien upon his Dedicated Lot as aforesaid shall be enforceable in the manner provided in Section Five of Chapter Two Hundred and Fifty-Four of the Massachusetts General Laws.

f) All costs and expense incurred by the Trustees or their successors in enforcing or collecting any assessment, including reasonable attorney's 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 of a Dedicated Lot.

g) If any assessment is not paid when due, such assessment shall bear interest at three percent (3%) over the prime rate charged by the Bank of America from the due date until paid in full. If any assessment is not paid in full thirty (30) days after its due date, the Trustees, or their successors, may in addition to the other rights herein reserved, suspend the exercise of all rights given by this Declaration or the Trust to the Owner of the land so assessed until that sum shall have been paid in full, and at their option, the Trustees or their successors 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.

h) A certificate from the Trust or its successor indicating that such common expenses have been paid shall discharge such lien upon recording in the Bristol County Northern District Registry of Deeds.

7. The Trustees of the Trust shall have the right reserved to impose additional easements and restrictions upon Golden Oaks, not inconsistent with those contained herein, which restrictions shall not affect any portion of Golden Oaks conveyed to an Owner prior to the date of recording of such restrictions in the Bristol County Northern District Registry of Deeds.

8. The easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land, except that the use and improvement restrictions set forth in Section 5 hereof shall expire thirty (30) years from the date hereof unless extended by the Owners with the sole exception of the restriction stated in Section 5(b) which shall remain in full force in effect in perpetuity. This Declaration shall create privity of contract and estate with and among all grantees of or any part of Golden Oaks, their heirs, executors, administrators, successors or assigns.

9. Except for extension of the period of restrictions set forth in Section 5, and except for Poquanticut Brook Realty Trust's right, expressly reserved hereby, to declare and rend additional Lots subject to the provisions hereof as contemplated hereby, provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the Trust, all Owners and all mortgagees of record under any first mortgage covering all or any part of Golden Oaks, by declaration in writing, executed and acknowledged by all Owners and first mortgagees duly recorded in the Bristol County Northern District Registry of Deeds, and this Declaration may not otherwise be abrogated, modified, rescinded or amended in whole or in part.

10. If any provisions of this Declaration or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this Declaration or the

application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, Poquanticut Brook Realty Trust has duly executed this Declaration under seal by its Trustees, duly authorized on this 1st day of March 2005.

Poquanticut Brook Realty Trust

By: Dennis Welch, (Trustee)
Dennis Welch, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

March 1, 2005.

On this day, before me, the undersigned notary public, personally appeared Dennis Welch, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

By: Matthew Labrie
MATTHEW LABRIE
2/16/2012