

The Estates at Harvard Hills Homeowners Association

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Land Disposition Agreement

T-4c

LAND DISPOSITION AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of June, 2000, by and between the MASSACHUSETTS DEVELOPMENT FINANCE AGENCY ("Agency"), a Massachusetts body politic and corporate established by Chapter 23G of the Massachusetts General Laws, successor in interest to the Government Land Bank under Chapter 289 of the Acts of 1998, having its principal place of business located at 75 Federal Street, 10th Floor, Boston, Massachusetts 02110 and MASS DEVENS LIMITED PARTNERSHIP (the "Redeveloper"), a Massachusetts limited partnership having a mailing address at 380 Union Street, West Springfield, Massachusetts 01089. The parties agree as follows:

RECITALS

- A. The Agency is the owner of a former United States military facility located in Ayer, Harvard and Shirley, Massachusetts formerly known as Fort Devens, Massachusetts ("Devens").
- B. The Agency, pursuant to Chapter 498 of the 1993 Massachusetts Acts, as amended ("Chapter 498"), is the public agency with exclusive authority to redevelop Devens.
- C. The Agency's redevelopment of Devens is detailed in the Devens Reuse Plan and Bylaws ("Reuse Plan"), which were approved by the Towns of Ayer, Harvard and Shirley at town meetings in December, 1994.
- D. The Reuse Plan includes the redevelopment of a portion of the existing residential properties at Devens (the residential properties designated for redevelopment, with the land thereon, the "Premises").
- E. The Redeveloper is a developer of residential properties with substantial experience in redeveloping former military base housing.
- F. The Agency and the Redeveloper desire to enter into this Agreement, inter alia, to provide criteria for the work that the Redeveloper will perform at the Premises, to detail the parameters of the project to be undertaken with respect to the Premises and to provide criteria and responsibilities for the operation and maintenance of the Premises.

NOW, THEREFORE, For good and valuable consideration as set forth herein, the receipt and sufficiency of which the parties mutually acknowledge, the Agency and the Redeveloper agree as follows:

SEE PLAN IN RECORD BOOK 31583
14# 1224
Fort Devens
Ayer, Harvard & Shirley
MSD 07/06/00 12:49:15 398 55.00

SEE PLAN IN RECORD BOOK 31583

ARTICLE I

THE REDEVELOPMENT PROJECT

Section 1.1. The Project.

By quitclaim deed of even date herewith from the Agency to the Redeveloper (the "Deed"), the Agency has deeded the Premises to the Redeveloper. The legal description of the Premises is set forth at Exhibit A, attached hereto and incorporated herein by reference. The Premises consists of 102 dwelling units ("Dwelling Units") of existing housing, as more particularly described in the Schedule of Housing set forth at Exhibit B, attached hereto and incorporated herein by reference. The Redeveloper and the Agency have agreed that the Redeveloper shall redevelop the Premises by renovating the Dwelling Units, providing additional site improvements, marketing the Dwelling Units for sale, and providing certain ongoing management and operational services for the Premises, all as more particularly set forth and detailed herein (the "Project").

ARTICLE II

DEFINITIONS

Section 2.1. Defined Terms.

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- a. "ACO" is defined in Section 5.2.a.5.
- b. "Affordable Housing Restriction" means that certain Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project in the form attached to the Purchase Agreement, to be granted by the Redeveloper in favor of the Agency and, if the Project is approved by DHCD, as defined below, as to certain affordable housing restrictions and compliance with the Commonwealth of Massachusetts Local Initiative Program with respect to the Premises, or if not ultimately approved by DHCD as provided for herein and in the Purchase Agreement, then as approved by the Agency, in either instance to be recorded at the applicable Registry or Registries of Deeds.
- c. "Affordable Units" means twenty-five (25) of the Dwelling Units shall be subject to the terms of the Affordable Housing Restriction and shall be sold at prices to be specified in the Affordable Housing Restriction to person(s) or households with incomes at or below eighty percent of the regional median household income as determined by DHCD. The Affordable Units are described in Exhibit B.
- d. "Agency" is defined in the Preamble.
- e. "Army" is defined in Section 5.2.a.5.
- f. "Certificate of Completion" is defined in Section 3.5.

- g. "Condominium" is defined in Section 3.2.
- h. "Condominium Documents" is defined in Section 3.2
- i. "Chapter 498" is defined in Recital B.
- j. "DEC" means the Devens Enterprise Commission created under Chapter 498.
- k. "DEP" is defined in Section 5.2.a.5.
- l. "Deed" is defined in Section 1.1.
- m. "Design Guidelines" is defined in the definition of "Legal Requirements".
- n. "Design Specifications" means the Scope of Work submitted to the Agency prior to the acquisition of the Premises by Redeveloper under the Purchase Agreement, showing the renovations to be made as to each of the Dwelling Units and the improvements to landscaping and infrastructure.
- o. "Devens" is defined in Recital A.
- p. "DHCD" means the Commonwealth of Massachusetts acting by and through its Department of Housing and Community Development pursuant to Chapter 204 of the Acts of 1996, having an address of One Congress Street, Boston, MA 02114.
- q. "Dwelling Units" is defined in Section 1.1.
- r. "Environmental Agreements" is defined in Section 5.2.a.5.
- s. "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 and 99-563; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. Section 651, et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 7401, et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 201, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Massachusetts General Laws Chapter 21E; the General Excavated Soil Management Plan, prepared by Haley & Aldrich as to Devens, dated June, 2000 and all federal, state and local environmental health and safety statutes, ordinance, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- t. "Environmental Reports" means collectively those environmental reports and test data set forth in the FFA, the Haley & Aldrich Letter Report dated December 23, 1999 and the report entitled "Appendix A of General Excavated Soil Management Plan, Procedures for Management of Pesticide Contaminated Soil Interim Final Draft"

prepared by Haley & Aldrich dated January 2000, together with all reports referenced therein.

- u. "EPA" is defined in Section 5.2, subsection a.9.
- v. "FFA" is defined in Section 5.2, subsection a.9.
- w. "Force Majeure" is defined in Section 9.9.
- x. "Hazardous Material" means any substance, material, waste, gas or particulate matter which is regulated by any local, state or federal governmental authority, including but not limited to any material or substance which is (i) defined as a "hazardous waste", "hazardous material", or "restricted hazardous waste" or words of similar import under any provision of any Environmental Law; (ii) petroleum or petroleum products; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) radon gas; (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (42 U.S.C. Section 1317); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903); (ix) defined as a hazardous material" or "oil" pursuant to M.G.L. Chapter 21E; (x) pesticides; or (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).
- y. "Historic Preservation Plan" is defined in the definition of "Legal Requirements".
- z. "Homeowner Association" is defined in Section 3.2(a).
- aa. "Homeowner Association Agreement" is defined in Section 3.2(a).
- bb. "Legal Requirements" means all federal, state, county, municipal, Agency, Devens Enterprise Commission, and other governmental statutes, laws (including, but not limited to the Americans with Disabilities Act, the National Historic Preservation Act of 1966, as amended, and regulations adopted pursuant thereto, and any Environmental Laws), the Programmatic Agreement among the United States Army, Advisor Council on Historic Preservation, and the Massachusetts State Historic Preservation Officer for the Base Closure and Disposal of Fort Devens, Massachusetts 1996 (the "Programmatic Agreement"), the Devens Design Guidelines promulgated by the Agency (the "Design Guidelines"), the Devens Housing Redevelopment Historic Preservation Plan prepared for the Agency by R.E. Dinneen Architects & Planners, Inc. (the "Historic Preservation Plan"), the Devens Enterprise Commission rules and regulations issued November, 1999, written rules, orders, regulations, ordinances, judgments, decrees, injunctions, and policies affecting either the Premises or the construction, use or alteration thereof, whether now or hereafter enacted and in force and uniformly applied, including any which may (i) require repairs, modifications or alterations in or to the Premises; (ii) in any way adversely affect the use and enjoyment thereof, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any

instruments, either of record or known to Redeveloper, at any time in force affecting the Premises; or (iii) require the cleanup or other treatment of any Hazardous Material and further specifically including but not limited to those set forth in the FFA; provisions in the deed by the United States of America acting by and through the Secretary of the Army of property including the Premises to the Agency dated May 9, 1996, recorded at Middlesex South Registry of Deeds at Book 26317, Page 3, and at Worcester District Registry of Deeds at Book 17907, Page 1, and/or any applicable Findings of Suitability to Transfer ("FOSTs") including the Final Environmental Baseline Survey for Proposed Lease and/or Transfer Fort Devens Base-Wide Base Realignment and Closure Environmental Evaluation (BRAC EE) Fort Devens, Massachusetts, prepared by Arthur D. Little, Inc., dated March 1996, revised April 1996. Notwithstanding the above definition, however, "Legal Requirements" shall not include policies promulgated by the Agency that materially adversely affect the Renovations or which apply to the Premises and do not otherwise have general applicability.

cc. "LIP" means the Local Initiative Program, established by DHCD regarding the creation and administration of affordable housing pursuant to Massachusetts General Laws Chapter 40B, Sections 20-23, as more particularly set forth in 760 CMR 45.00 (the "LIP Regulations") and the accompanying Guidelines for Communities (the "Guidelines").

dd. "NPL" is defined in Section 5.2, subsection 1.9.(a).

ee. "Premises" is defined in Recital D.

ff. "Programmatic Agreement" is defined in the definition of "Legal Requirements".

gg. "Project" is defined in Section 1.1.

hh. "Purchase Agreement" means that certain purchase and sale agreement of even date with this Agreement by and between the Agency and the Redeveloper with respect to the Premises.

ii. "Redeveloper" is defined in the Preamble.

jj. "Renovations" means the renovations to the Premises and improvements, landscaping and any infrastructure thereon to be completed by the Redeveloper pursuant to the Design Specifications.

kk. "Reuse Criteria" means the restrictions on the Premises to ensure compliance with the Reuse Plan, as set forth in the Affordable Housing Restriction and as further set forth in Exhibit C, attached hereto and incorporated herein.

ll. "Reuse Plan" is defined in Recital C.

ARTICLE III

RESTRICTIONS AND CONDITIONS UPON REDEVELOPMENT

Section 3.1. Completion of Project.

a. The Premises was deeded to the Redeveloper by the Agency by the Deed. The Premises is subject to certain restrictions, covenants and conditions set forth, inter alia, in the Deed, this Agreement, and shall be subject to the Affordable Housing Restriction upon execution and recording of the Affordable Housing Restriction.

b. The Redeveloper shall complete the Project in accordance with the Legal Requirements, this Agreement, the Reuse Criteria, the Reuse Plan, Chapter 498 and with respect to the Affordable Units in accordance with the Affordable Housing Restriction.

c. Within twenty (20) days after the date of this Agreement and as a precondition to the sale or rental of any of the Affordable Units, the Redeveloper agrees to execute and deliver to the Agency (i) an application to DHCD under LIP to qualify the Affordable Units as Affordable Units under LIP together with the Affordable Housing Restriction, and (ii) an affirmative marketing plan for the Affordable Units, as all of the same are approved by the Agency and DHCD pursuant to the LIP Regulations and Guidelines. Further, the Redeveloper agrees to complete any documents and applications reasonably required by the Agency and DHCD in order to qualify the Affordable Housing Units under LIP, and in connection therewith, the Redeveloper shall provide to the Agency and DHCD such documentation and plans that they may reasonably require. The Agency shall reasonably cooperate with the Redeveloper in obtaining LIP approval by DHCD. The parties will make good faith efforts to obtain the approval of DHCD to a program for the Affordable Units within ninety (90) days following the Time of Closing using the form of Affordable Housing Restriction in the form attached to the Purchase Agreement and in accordance with the terms of the Purchase Agreement. In the event the Redeveloper does not meet the twenty (20) day date for application submittal set forth above, the ninety (90) day date for program approval shall be extended on a proportional basis. In no event shall the Redeveloper execute and deliver the application later than sixty (60) days after the date of this Agreement.

Section 3.2. Creation of Homeowner Association and Condominium.

a. Redeveloper may sell the individual homes, consisting of the so-called colonials, bungalows, ranches as individual lots subject to a homeowner association ("Homeowner Association"). The document establishing and governing the homeowner association ("Homeowner Association Agreement") shall be subject to the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed and Agency's approval or written objections shall be provided within seven (7) business days of receipt of final form documents from the Redeveloper. In the event the Agency and the Redeveloper cannot resolve any issues raised by Agency's review of the Homeowner Association Agreement within such seven (7) business day period, the parties shall resolve the issue by the use of the expedited arbitration process set forth in section 9.15 of this Agreement. The Redeveloper shall record in the appropriate

Registry or Registries of Deeds the Homeowner Association Agreement. The Homeowner Association Agreement shall contain appropriate provisions to ensure that the Dwelling Units are at all times maintained in good and safe condition and repair and comply with the terms and conditions of Chapter 498, the Reuse Plan, this Agreement, and the Reuse Criteria. The Homeowner Association Agreement, inter alia, shall provide that the Homeowner Association shall be professionally managed at all times, that a change of management will require the consent of the Agency until such time as the Agency is no longer responsible for the redevelopment of Devens, which consent, subject to the limitation set forth in the next sentence, shall not be unreasonably withheld and which will be provided if the proposed management company is a professional, experienced management company managing at least three other multiple unit (greater than six units) properties, and that the Homeowner Association Agreement will not be amended to alter the requirements set forth in this subparagraph without Agency consent, which shall not be unreasonably withheld, and that the Agency will receive notice and a copy of all other amendments to the Homeowner Association Agreement. Notwithstanding the foregoing, in no event shall Redeveloper cease providing management of the Homeowner Association prior to the transfer of its interest in the Project in accordance with section 4.1, or the loss of control of the Homeowner Association in accordance with the Homeowner Association Agreement.

b. As to those Dwelling Units that will not be subject to the Homeowner Association, the Redeveloper shall record, prior to sale of any Dwelling Unit that will not be in the Homeowner Association, in the appropriate Registry or Registries of Deeds a condominium master deed, condominium trust, and condominium site and floor plans (collectively, the "Condominium Documents") to create a valid condominium under M.G.L. Chapter 183A with respect to the Premises (the "Condominium"), with each of such Dwelling Units constituting a unit in the Condominium. The Condominium Documents shall be subject to the prior written approval of the Agency, which approval shall not be unreasonably withheld and Agency's approval or written objections shall be provided within seven (7) business days of receipt of final form documents from the Redeveloper. In the event the Agency and the Redeveloper cannot resolve any issues raised by Agency's review of the Condominium Documents within such seven (7) business day period, the parties shall resolve the issue by the use of the expedited arbitration process set forth in section 9.15 of this Agreement. . The Condominium Documents shall provide appropriate provisions to ensure that the Condominium and the Dwelling Units are at all times maintained in good and safe condition and repair and comply with the terms and conditions of Chapter 498, the Reuse Plan, this Agreement, and the Reuse Criteria. The Condominium Documents, inter alia, shall provide that the Condominium shall be professionally managed at all times, that a change of management will require the consent of the Agency until such time as the Agency is no longer responsible for the redevelopment of Devens, which consent, subject to the limitation set forth in the next sentence, shall not be unreasonably withheld and which will be provided if the proposed management company is a professional, experienced management company managing at least three other multiple unit (greater than six units) properties, and that the Condominium Documents will not be amended to alter the requirements set forth in this subparagraph without Agency consent, which shall not be unreasonably withheld, and that the Agency will receive notice and a copy of all other

amendments to the Condominium Documents. Notwithstanding the foregoing, in no event shall Redeveloper cease providing management of the Condominium prior to the transfer of its interest in the Project in accordance with section 4.1, or the loss of control of the Condominium as Declarant in accordance with the Condominium Documents.

Section 3.3. Renovation of the Dwelling Units.

a. The Redeveloper shall renovate the Premises and the Dwelling Units in accordance with the Design Specifications and the applicable standards and controls of the Reuse Criteria.

b. The Redeveloper prior to this date has submitted to the Agency the Design Specifications and the Agency has approved the Design Specifications. The Redeveloper shall not apply for a building permit for the construction of the Renovations unless at least in accordance with the Design Specifications approved by the Agency. No work shall be done on the construction of the Renovations unless such work conforms at least with the approved Design Specifications.

c. In the event the Redeveloper shall fail to comply with the foregoing requirements, in addition to all other remedies available to the Agency under this Agreement or in law or in equity, the Agency may require that the Redeveloper modify or reconstruct such portions of the Renovations not completed in conformance with the Design Specifications or any approved modifications thereof. The Redeveloper shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the Agency may enforce the provisions of this subsection 3.3.c. by an action in a court of appropriate jurisdiction to compel specific performance.

d. All construction, alteration or repair work permitted herein shall be accomplished in accordance with good engineering practices. The Redeveloper shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. The Redeveloper shall pay (or cause to be paid) all costs and expenses associated with such work and shall indemnify and hold the Agency harmless from all damages, lawsuits and claims attributable to the performance of such work. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

e. The Renovations and the Premises shall conform to and be consistent with applicable zoning for the site, all other applicable Legal Requirements (including without limitation any conditional use permit or other license, permit, or certificate required to be issued in connection with the Renovations) and the Design Specifications. Before commencement of the Renovations, The Redeveloper shall, at Redeveloper's sole cost and expense, secure any and all applicable permits, licenses and other approvals which may be required. The Agency shall have no implied obligation to cause such permits to be issued other than in the ordinary course of business. The Agency shall, however, cooperate and assist the Redeveloper in such endeavors without expense to the Agency. The Redeveloper shall provide a copy of

each such permit, license or other approval to the Agency prior to commencing the subject work or activity and such permits shall provide for transfer to the Agency to the extent permissible under applicable law, subject only to the rights of any third-party, institutional Mortgagee.

f. The Redeveloper shall maintain a full-time management office on the Premises beginning on the date of commencement of occupancy of any Dwelling Unit. The Redeveloper shall manage the Premises, the Project and the Condominium at all times prior to transfer of Redeveloper's interest in the Project under section 4.1, subject to the provisions of this Agreement and the Condominium Documents, unless and until the Redeveloper no longer controls the Homeowner Association with respect to the Premises and until the Redeveloper no longer controls the Condominium Association with respect to the portion of the Premises on which the Condominium is created.

Section 3.4. Time for Commencement and Completion of Construction.

a. The Redeveloper shall begin the construction of the Renovations on the Premises in accordance with the Design Specifications no later than thirty (30) days after delivery of the Deed to the Redeveloper or as soon thereafter as is reasonable required for the Redeveloper to obtain all necessary permits and approvals.

b. The Redeveloper shall prosecute to completion the Renovations such that an inventory of Dwelling Units is reasonably available and marketed for sale, subject to Force Majeure.

c. Upon request of the Agency, but no more frequently than quarterly, the Redeveloper shall submit to the Agency a progress schedule indicating the status renovations of the Dwelling Units, the number of Dwelling Units sold, and the status of the Affordable Units.

Section 3.5. When Renovations Completed

The Renovations shall be deemed completed for the purposes of this Agreement when the Renovations required of the Redeveloper by the provisions of this Agreement, have been substantially completed and are ready for occupancy, and the Redeveloper has obtained all permits for occupancy required under law. The Renovations shall, as to each Dwelling Unit, incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Agency with respect to such Dwelling Unit (each, a "Certificate of Completion").

After completion of the Renovations as to each Dwelling Unit, the Redeveloper shall submit to the Agency a certificate stating that applicable lead paint and asbestos requirements were complied with, that the Renovations complied with the Historic Preservation Plan, that the interior sprinkler system specified in the Design Specifications was installed, and that the landscaping requirements set forth in the Renovations were completed, and that a certificate of occupancy has issued from the appropriate governmental authority, currently the DEC (the "Redeveloper Certification"). Within ten days after receipt of the Redeveloper Certification, the Agency shall either furnish the Redeveloper with a Certificate of Completion for such Dwelling Unit or Units

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or detail the Agency's findings that the matters covered by the Redeveloper Certification as to such Dwelling Unit or Units do not comply with this Agreement or Legal Requirements. The parties shall thereafter attempt to resolve the same in a reasonable good faith manner. Such certification shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, on the Premises, nor shall it constitute evidence of compliance with any applicable law. In the event that the Dwelling Unit in question is not an Affordable Unit, the Certificate of Completion will include a statement to that effect and thereafter the Dwelling Unit shall not be subject to the Affordable Housing Restriction.

Such certification shall mean and provide: (1) that any party purchasing or leasing such Dwelling Unit pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Renovations relating to such Dwelling Unit or to any other part or parcel of the Premises; and (2) that neither the Agency nor any other party shall thereafter have or be entitled to exercise with respect to any such Dwelling Unit so sold (or in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Premises or individual Dwelling Units as a result of a default in or breach of any provisions of this Agreement or the Deed by the Redeveloper, unless (i) such default or breach is by the purchaser or lessee, or any successor in interest or assign of or to such Dwelling Unit with respect to the covenants and obligations required to be assumed pursuant to Section 4.1 of this Agreement, and (ii) the right, remedy, or control relate to such default or breach. All certifications provided for in this Section shall be in such form as will enable them to be recorded in the applicable Registry or Registries of Deeds, Commonwealth of Massachusetts.

The Agency shall have the right, but not the obligation, to inspect the subject Dwelling Unit to confirm the accuracy of the Redeveloper Certification following submission by the Redeveloper of the Redeveloper Certification. In the event that the Agency does not respond during the ten (10) day period following receipt of the Redeveloper Certification by either issuing detailed objections or issuing the Certificate of Completion, the Redeveloper shall have the right to issue a Certificate of Completion as to the applicable Dwelling Unit or Units stating that the Agency did not timely respond. A Certificate of Completion issued by the Redeveloper with such statement and recorded with the applicable registries of deeds shall be binding as if issued by the Agency itself and all parties shall be entitled to rely on such Certificate of Completion without further inquiry.

Section 3.6. Sale of Dwelling Units.

a. Notwithstanding other transfer limitations set forth herein, after the Agency has issued a Certificate of Completion for any Dwelling Unit and, if an Affordable Unit is be sold, provided that the Affordable Housing Agreement has been recorded with the appropriate Registries, the Redeveloper shall have the right to sell the Dwelling Unit in accordance with terms herein. Upon obtaining a Certificate of Completion and all necessary permits for occupancy and use, the Redeveloper may sell individual Dwelling Units to persons that intend to occupy, or have a family member occupy, each such

Dwelling Unit, provided that Redeveloper complies with the requirements of the Legal Requirements, the Deed, the Affordable Housing Restriction, this Agreement, the Reuse Criteria, the Reuse Plan, Chapter 498, and all other applicable laws, including but not limited to those provisions of this Agreement and the Reuse Criteria relating to the number and type of Affordable Units and the number and type of salable units. All instruments of transfer shall incorporate the restrictions required herein including, but not limited to, purchase and rent affordability of the Dwelling Units (that constitute Affordable Units) and environmental matters.

b. All marketing of Dwelling Units, sales agreements and the terms therein, and transfer documents shall be in conformity with this Agreement, the Reuse Criteria and with respect to the Affordable Units, the LIP Guidelines. Upon request of the Agency, the Redeveloper shall make reasonable efforts to submit to the Agency copies of all materials regarding its sales program, including but not limited to, advertising matter, brochures, sales agreements, provided that failure to do so shall not constitute a default under this Agreement.

c. The Redeveloper shall not rent Dwelling Units in the normal course, but in the event Redeveloper has difficulty selling any Dwelling Units after marketing for sale for at least 45 days after receipt of a Certificate of Completion, Redeveloper shall have the right to rent such Dwelling Units at market rates with individual rental leases for a term of no longer than one year.

Section 3.7. Prompt Payment of Obligations.

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the Renovations required by this Agreement to be constructed upon the Premises and shall not permit any lien to arise, either by operation of law or otherwise, on the Premises or one or more Dwelling Units due to failure to so pay. Notwithstanding the foregoing, however, that the Redeveloper shall have the right to contest in good faith any claim for monies owed arising as aforesaid.

Section 3.8. Access to the Premises by Agency.

The Redeveloper shall from time to time, at all reasonable hours and upon reasonable advance notice, give to the duly authorized representatives of the Agency, free and unobstructed access for inspection purposes to any and all of the Renovations, the Premises and to each Dwelling Unit so long as such Dwelling Unit is owned by the Redeveloper.

Section 3.9. Maintenance and Operation of Dwelling Units.

At all times that the Redeveloper owns any or all of the Dwelling Units, the Redeveloper shall at all times maintain such Dwelling Units in good and safe condition and repair and ensure that the Premises comply with the terms and conditions of all

Legal Requirements, Chapter 498, the Reuse Plan, this Agreement, the Reuse Criteria and with all laws, ordinances, codes and regulations applicable thereto.

Section 3.10. Additions or Subtractions to Completed Renovations.

Any material alteration to the exterior or landscaping of a Dwelling Unit after a Certificate of Completion and prior to sale by the Redeveloper shall require the prior written approval of the Agency in accordance with Section 3.3 of this Agreement.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 4.1. General Terms Relating to Transfer of Interest in Premises by Redeveloper

a. Prior to the completion of the Renovations in accordance with this Agreement and sale of seventy five percent (75%) of all Dwelling Units to bona fide purchasers for value, no ownership interest in the Redeveloper (which terms shall be deemed to include successors in interest of such interest), shall be transferred, or caused or suffered to be transferred, except an involuntary transfer caused by the death or incapacity of any such party or except as provided in Section 4.3 hereof; without the written approval of the Agency; nor without such written approval, shall there be any other change in the ownership of such interests or in the relative distribution thereof or change in identity of the parties in control, or in the degree of control of the Redeveloper, by any other methods or means. The Redeveloper shall advise the Agency of any and all such proposed changes in ownership and shall in addition furnish the Agency with an up-to-date list of all present and proposed new owners thereof, setting forth the amounts of such interest owned or to be owned by each owner, and with any other information relating to such proposed change which the Agency shall require. Notwithstanding the aforesaid to the contrary, no changes to the limited partners composing the Redeveloper shall constitute a violation hereof nor shall change in the control of the general partner of the Redeveloper constituting 50% or less constitute a violation hereof.

b. The Redeveloper agrees that it will not, after delivery of the Deed and prior to the completion of the construction of all the Renovations, make or suffer to be made, any assignment, lease, or any other manner of transfer of its interest in the Premises, any Dwelling Unit, other portion the Premises, or in this Agreement, except as provided in Sections 4.2 and 4.3, and except that leases of individual Dwelling Units, to the extent permitted by the Reuse Criteria and Section 3.6, as residential units, may be entered into provided that rental payments commence only upon completion and Agency-certification of the unit leased pursuant to Section 3.5, unless Redeveloper complies with the following conditions:

1. The transferee or transferees shall have been approved as such in writing by the Agency.

2. The transferee or transferees, by valid instrument in writing, satisfactory to the Agency, shall have expressly assumed all obligations of any person or persons, including the Redeveloper, to begin, complete, and or maintain and operate, as applicable, the Renovations and all obligations of the Redeveloper provided for in this Agreement including the obligations of performance in accordance with the Reuse Criteria. Provided, that: the fact that any transferee of, or any other successor in interest whatsoever to the Premises, or any part thereof, shall for whatever reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or limitations or controls with respect to the Premises or the completion of the Renovations; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of or change, with respect to ownership, possession, or control, shall operate legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Premises and the completion of the Renovations that the Agency would have, had there been no such transfer or change. In the event of any such transfer without such assumption of obligations, the Redeveloper shall pay to the Agency the expenses and costs of any actions or proceedings instituted to enforce all such obligations, conditions, and restrictions, and all of the Agency's said rights, remedies, and controls as against such transferee. Therefore, in the absence of a specific written agreement by the Agency to the contrary, no such transfer or approval thereof by the Agency shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Renovations from any of its obligations with respect thereto.

3. Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Premises or interest therein transferred, including the cost of any Renovations made thereon and carrying charges, shall be paid over to the Agency.

4. There has been submitted to the Agency for review, and the Agency has approved, all instruments and other legal documents involved in effecting transfer.

5. The Redeveloper and its transferee or transferees shall comply with such other conditions as the Agency reasonably determines in order to achieve and safeguard the purposes of Chapter 498, the Reuse Plan, the Reuse Criteria and this Agreement.

c. In the event of any violation by such a transferee of any part or parcel of the Premises of any obligation assumed or required to be assumed under Subsection b

of this Section, which violation shall occur prior to receipt of the last and final certificate of completion granted pursuant to Section 3.5 for the last part or parcel of the Premises, the Redeveloper shall be responsible, jointly and severally with the transferee, for curing or effecting the cure of such violation in accordance with applicable cure periods set forth herein. If the Redeveloper shall fail or refuse to effect such cure, the Agency may institute such actions or proceedings against the transferee and/or the Redeveloper as the Agency deems appropriate, including, but not limited to, actions and proceedings to compel specific performance. Payment of all reasonable costs and expenses which may be incurred by the Agency in instituting and prosecuting such actions or proceedings shall be governed by Section 6.1 of this Agreement.

Section 4.2. Sale of Dwelling Units.

Notwithstanding other transfer limitations set forth herein, after the issuance of a Certificate of Completion for any Dwelling Unit and if an Affordable Unit is being transferred provided the Affordable Housing Restriction has been recorded at the appropriate Registries, the Redeveloper shall have the right to sell or rent individual Dwelling Units in accordance with the terms herein, including, but not limited to section 3.6.

Section 4.3. Mortgage of Premises by the Redeveloper

a. The Redeveloper shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Premises, or any portion or portions thereof, by way of a bona fide first mortgage loan from an institutional lender to secure the payment of any loan or loans obtained by the Redeveloper to finance the acquisition of the Premises from the Agency and completion of the Renovations, or to refinance any outstanding loan therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper shall give at least fourteen (14) days' prior written notice to the Agency of its intent to exercise such rights hereunder, including in such notice the name and address of such institutional mortgagee and any other information regarding the mortgagee and mortgage documents which the Agency may reasonably require. The holder of any such mortgage (including a holder who obtains title to the Premises or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Renovations or to guarantee such construction or completion, but shall have the options described in Section 4.4.

b. The Redeveloper shall have the right to encumber, pledge, or convey its rights, title and interest in and to the Premises, or any portion or portions thereof, by way of a bona fide first mortgage loan from an affiliated entity or person to secure the payment of any loan or loans obtained by the Redeveloper to finance the acquisition of the Premises from the Agency and completion of the Renovations, or to refinance any outstanding loan therefor obtained by the Redeveloper for any such purpose; provided, however, that, except as to the mortgage to be recorded hereafter to Grinspoon Group Limited Partnership, the Redeveloper shall give at least fourteen (14) days' prior written notice to the Agency of its intent to exercise such rights hereunder, including in such

notice the name and address of such affiliated mortgagee and any other information regarding the mortgagee and mortgage documents which the Agency may reasonably require. The holder of any such mortgage (including a holder who obtains title to the Premises or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not have any of the rights of an institutional mortgagee set forth above in Section 4.3(a) or in Sections 4.4 or 4.5 or any other provisions of this Agreement or any other agreements between Redeveloper and Agency and the lien held by such holder of a mortgagee shall be subordinate to all rights and claims of the Agency arising under this Agreement whether such rights and claims arise at the time the parties execute this Agreement or thereafter in the performance of the obligations of Redeveloper under this Agreement.

Section 4.4. Rights and Duties of Mortgagee Upon Acquisition Prior to Completion

a. If a mortgagee, through the operation of its agreement to finance the Renovations, or by foreclosure, acquires fee simple title to the Premises or any part thereof, the mortgagee shall have the following options:

1. complete construction of the Renovations in accordance with Legal Requirements, the Design Specifications, the Reuse Criteria and this Agreement, with application of any performance bonds, and in all respects comply with the provisions of this Agreement, or

2. sell, assign, or transfer, fee simple title to the Premises or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect of the Premises or part thereof, by written instrument reasonably satisfactory to the Agency and recorded forthwith in the applicable Registry or Registries of Deeds.

b. In the event that a mortgagee elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the Agency shall extend the time limits set forth in Section 3.4 herein as shall be reasonably necessary to complete construction of the Renovations, to one or more Dwelling Units, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificates of Completion pursuant to Section 3.5.

Section 4.5. Rights and Duties of Mortgagee Upon Acquisition After Completion

If a mortgagee acquires the mortgage or fee simple title to the Premises, any portion thereof or one or more Dwelling Units after completion of such Renovations, the mortgagee for the period during which said mortgagee holds such title shall comply with applicable provisions of this Agreement.

ARTICLE V

COMPLIANCE WITH LAWS, AGREEMENTS

Section 5.1. Compliance with Legal Requirements.

The Redeveloper shall, at its own cost and expense, promptly observe and comply with all applicable Legal Requirements, and the Redeveloper shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, that may in any manner arise out of or be imposed because of the failure of the Redeveloper to comply with the covenants of this Section 5.1 or any other term of this Agreement.

Section 5.2. Compliance with Environmental Requirements.

a. Hazardous Materials. Except as specifically set forth in the Environmental Reports, Redeveloper and Agency represent, warrant, and covenant as follows:

1. Operations. The Redeveloper warrants that except as set forth in the Environmental Reports, the Renovations shall be completed and the Premises shall be operated in compliance with all Environmental Laws and in accordance with all requirements set forth in the Environmental Reports.

2. Existing Condition. The parties acknowledge that the Premises is part of a site that has been designated a Federal Superfund Site as part of the property comprising the Fort Devens National Priorities List site. The nature of the hazardous materials issues, contamination and remediation plans and implementation relating to such designation is set forth in the Environmental Reports. Except (i) as set forth in the Environmental Reports and (ii) with respect to the presence of asbestos, pesticides, lead paint and/or radon in any existing structures on the Premises and surrounding grounds, to the best of the Agency's knowledge, there are no Environmental Laws requiring any remediation, cleanup, repairs or construction (other than normal maintenance) with respect to the Premises. THE REDEVELOPER HAS PURCHASED THE PREMISES IN "AS IS" CONDITION WITH THE INTENTION THAT THE AGENCY SHALL HAVE NO RESPONSIBILITY TO THE REDEVELOPER RELATIVE TO THE PREMISES OR ITS ENVIRONMENTAL CONDITION OF ANY KIND OR NATURE FROM AND AFTER THE DATE OF THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

3. Violations: Orders. Except as set forth in the Environmental Reports, (i) no notices of any violation or alleged violation of any Environmental Laws relating to the Premises or its uses have been received by the Agency, or, to the best knowledge of the Agency, by any prior owner, operator or occupant of the Premises, and (ii) except as to the Agency's claims and potential actions against the United States Army with respect to various environmental matters, there are no writs, injunctions, decrees, orders or judgments outstanding, or any actions, suits, claims, proceedings or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the Premises.

4. Permits. Except as set forth in the Environmental Reports, the Redeveloper warrants and represents that it will use all reasonable efforts to obtain all permits and licenses required under any Environmental Laws with respect to the operation of the Premises, and the Redeveloper shall comply with the terms and conditions of such permits and licenses.

5. Remediation. If the Redeveloper becomes aware of the release or threat of release on or after the date hereof of any Hazardous Material in a quantity sufficient to require remediation or reporting under any Environmental Law in, on or under the Premises or if the Redeveloper, the Agency, or the Premises becomes subject to any order of any Governmental Authority to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Premises with respect to a release or threat of release of any Hazardous Material on or after the date hereof, subject to the requirements, limitations, procedural provisions and responsibilities of the Redeveloper under section 5.2(a)(7) and subject further to the protections set forth in the deed by the U.S. Army of Devens to the Agency, the Redeveloper shall, at its sole expense, carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Premises in accordance with Legal Requirements to the extent applicable. If the Redeveloper fails to implement and diligently pursue any such repair, closure, detoxification, decontamination or other cleanup of the Premises in a timely manner, the Agency shall have the right, but not the obligation, to carry out such action and to recover its reasonable costs and expenses therefor from the Redeveloper, provided, however, that, the Agency shall provide five (5) business days prior written notice to the Redeveloper of the Agency's intent to carry out such action, unless a 2-hour or 72-hour notification is required pursuant to the Massachusetts Contingency Plan, 310 C.M.R. 40.0300 et seq., in which case the Agency shall provide the Redeveloper with notice as soon as reasonably possible. Unless Redeveloper agrees to comply during such notice period, the Redeveloper shall be responsible for reimbursing the Agency for any and all reasonable costs associated with responding to said action. The Redeveloper shall be responsible for providing any other notices required in connection with the discovery of Contamination, including any applicable notice to the United States Army (the "Army"), the Massachusetts Department of Environmental Protection ("DEP") or EPA, as defined below, as required under the ACO, defined below.

The Redeveloper and the Agency shall work cooperatively and expeditiously, in conjunction with other appropriate parties, to remediate any contamination consistent with the various statutes, regulations and agreements governing the discovery and remediation of Contamination on the Premises, including, to the extent applicable, but not limited to: the Comprehensive Environmental Response, Cleanup and Liability Act, 42 U.S.C. § 9601 et seq.; M.G.L. c. 21E; Section 330 of the National Defense Authorization Act of 1993, 106 Stat. 2371; Administrative Consent Order and Covenant Not to Sue, In the Matter of Government Land Bank Waste Site Cleanup for Fort Devens Redevelopment

CONFIDENTIAL

Ayer, Shirley and Harvard, ACO-CE-96-3001 (May 24, 1996) (the "ACO"); Record of Decision, Area of Contamination 63AX, Devens Reserve Forces Training Area, Devens, Massachusetts, prepared by ABB Environmental Services, Inc. (October, 1997); Federal Facility Agreement between the Army and the EPA, as amended (November 15, 1991) as may be amended from time to time; General Excavated Soil Management Plan, Devens Massachusetts, prepared by Haley & Aldrich, Inc. (November 1996); Memorandum of Agreement Between Devens Reserve Forces Training Area and Massachusetts Government Land Bank Devens Commerce Center (July 17, 1996); Quitclaim Deed dated May 9, 1996 and recorded in the Worcester County Registry of Deeds at Book 17,901, Page 1; and the Quitclaim Deed conveying the Premises from the Agency to the Redeveloper, to be recorded in the Worcester County Registry of Deeds and the Middlesex County, Southern District, Registry of Deeds on the Closing Date (collectively, the "Environmental Agreements"). The Redeveloper's obligation with respect to the Agency to remediate set forth in this subparagraph 5 shall not apply to the extent that the Agency: (y) caused and/or contributed to such contamination; or (z) caused an increase in the contamination. Furthermore, the Redeveloper shall have no responsibility of remediation with respect to the Agency with respect to any act or acts of any purchaser or lessee of any Dwelling Unit, such purchaser's or lessee's occupants, visitors, and invitees, provided such release or threat of release did not occur due to, was not caused by nor was increased due to the actions of Redeveloper.

6. The Redeveloper's Indemnification of Agency. The Redeveloper shall pay, protect, indemnify, save, hold harmless and defend the Agency (including, without limitation, their respective officers, directors and controlling persons), and any mortgagee of the Premises from and against all liabilities, obligations, claims, damages, penalties, causes of action, demands, judgments, costs and expenses (including reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against the Agency or the Premises by reason of any Environmental Law (irrespective of whether there has occurred any violation of any Environmental law) in respect of the Premises howsoever arising, without regard to fault on the part of the Redeveloper, including (i) liability for response costs and for costs of removal and remedial action incurred by the United States Government, any state or local governmental unit to any other person, or damages from injury to or destruction or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss, incurred pursuant to any Environmental Law, (ii) liability for costs and expenses of abatement, investigation, removal, remediation, correction or clean-up, fines, damages, response costs or penalties which arise from the provisions of any Environmental Law, (iii) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance or for carrying on of a dangerous activity, or (iv) by reason of a breach by Redeveloper of a representation or warranty in this Article V. The Redeveloper's obligation to indemnify the Agency under this Article V shall not apply to the extent that the Agency: (y) caused and/or contributed to such contamination; or

(z) caused an increase in the contamination. Furthermore, the Redeveloper shall have no responsibility of indemnification with respect to any act or acts of any purchaser or lessee of any Dwelling Unit, such purchaser's or lessee's occupants, visitors, and invitees, provided such release or threat of release did not occur due to, was not caused by nor was increased due to the actions of Redeveloper. Said obligation under this Subsection shall be applicable to Redeveloper's, successors, assigns and transferees.

7. Survival of Indemnification Obligations. The Redeveloper's obligations and/or liability under this Article V shall survive any termination of this Agreement.

8. Reservation of Rights under the Federal Facilities Agreement/Covenant Not to Sue. The Redeveloper has been provided a copy of the Administrative Consent Order and Covenant Not to Sue by and between Agency and the Massachusetts Department of Environmental Protection.

By accepting this Agreement, Redeveloper acknowledges that the Agency has provided Redeveloper with a copy of the Federal Facilities Agreement (the "FFA") between the Army and the U. S. Environmental Protection Agency (the "EPA"), dated May 11, 1991, and the modification thereto dated March 26, 1996. The Agency shall provide the Redeveloper with a copy of any future amendments to the FFA. In addition, Redeveloper is advised that pursuant to the terms of the Army Deed, the following provision contained in the Army Deed must be set forth in future instruments transferring any interest in property conveyed to Agency by the Army, including the Premises and therefore is set forth and incorporated herein and all defined terms set forth in the following quoted provisions to the extent not defined therein have the meaning subscribed to them in the Army Deed:

"(a) The Army, EPA and the Commonwealth of Massachusetts, and their agents, employees and contractors, shall have access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to CERCLA or the FFA found to be necessary before or after the date of this Deed on the Property or on other property comprising the Fort Devens National Priorities List (the "NPL") site. This reservation includes the right of access to and use of, to the extent permitted by law, any available utilities at reasonable cost to the United States.

(b) In exercising the rights hereunder, the United States and the Commonwealth of Massachusetts shall give the Grantee, or its successors or assigns, reasonable notice of actions taken on the Property under the FFA and shall, to the extent reasonable, consistent with the FFA, and at no additional cost to the United States, endeavor to minimize the disruption to the Grantee's, its successors or assigns' use of the Property.

- (c) The Grantee agrees that notwithstanding any other provision of the Deed, the United States assumes no liability to the Grantee, its successors or assigns, or any other person, should implementation of the FFA interfere with the use of the Property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States or the Commonwealth of Massachusetts or any officer, agent, employee or contractor thereof.
- (d) Prior to determination by the United States that all remedial action is complete under CERCLA and FFA for the Fort Devens NPL site, (i) the Grantee, its successors and assigns, shall not undertake activities on the Property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Devens NPL site and shall give prior written notice to the Army, EPA and the Commonwealth of Massachusetts of any construction, alterations or similar work on the Property that may interfere with or impede said clean-up, and (ii) the Grantee shall comply with all institutional controls established or put in place by the Army relating to the Property which are required by any record of decision ("ROD") or amendments thereto, related to the Property, which ROD was approved by the Army and EPA and issued by the Army pursuant to CERCLA or the FFA before or after the date of this Deed. Additionally, the Grantee shall ensure that any leasehold it grants in the Property or any fee interest conveyance of any portion of the Property provides for legally-binding compliance with the institutional controls required by any such ROD.
- (e) For any portion of the Property subject to a response action under CERCLA or the FFA, prior to the conveyance of an interest therein, the Grantee shall include in all conveyance provisions allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to the CERCLA or the FFA on said portion of the Property and shall notify the Army, EPA and the Commonwealth of Massachusetts by certified mail, at least sixty (60) days prior to any such conveyance of an interest in said Property, which notice shall include a description of said provisions allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to CERCLA or the FFA.
- (f) Prior to the determination by the United States that all remedial action under CERCLA and the FFA is complete under CERCLA and the FFA for the Fort Devens NPL site, the Grantee and all subsequent transferees of an interest in any portion of the Property will provide copies of the instrument evidencing such transaction to the Commonwealth of Massachusetts, the EPA and the Army by certified mail, within fourteen (14) days after the effective date of such transaction.
- (g) The Grantee and all subsequent transferees shall include the provisions of this Paragraph in all subsequent leases, transfer, or conveyance documents relating to the Property or any portion thereof that

are entered into prior to a determination by the United States that all remedial action is complete at the Fort Devens NPL site."

9. Agency Cooperation. The Agency agrees to cooperate with the Redeveloper in any action to recover costs of remediation in accordance with the above Section 5.2(a)8 and to the extent possible, the Agency grants to Redeveloper all of its rights against the United States Government with respect to the Premises pertaining to any of the aforesaid and agrees to assist the Redeveloper with respect to such rights, at no cost to the Agency.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Redeveloper's Indemnity.

Other than the matters set forth in Section 5.2(a)5 with respect to indemnifications with respect to contamination, to the fullest extent permitted by law, the Redeveloper shall indemnify and save harmless Agency, its successors, assigns, officers, employees, contractors and agents from and against any and all liability, damage, penalties or judgments and costs in connection therewith, including reasonable counsel fees arising from injury to persons or property sustained by anyone in and about the Premises resulting from any act or acts of omission or commission of any person other than Agency. The Redeveloper's obligation to indemnify the Agency under this Section 6.1 shall not apply to the extent that the Agency willfully or by gross negligence caused such injury. Furthermore, the Redeveloper shall have no responsibility of indemnification with respect to any act or acts of any purchaser or lessee of any Dwelling Unit, such purchaser's or lessee's occupants, visitors, and invitees, provided such action did not occur due to, was not caused by nor was increased due to the malicious actions or gross negligence of Redeveloper. The Redeveloper shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Agency or in which the Agency may be impleaded with others upon any such above-mentioned matter, claim or claims to which this indemnity applies. The Redeveloper shall pay all reasonable costs and expenses, and the amounts of all judgments and decrees which may be incurred by the Agency in any proceedings brought to enforce the obligations of the Redeveloper set forth in the provisions of this Agreement. It is expressly understood, however, that the mortgagee under any mortgage permitted hereunder shall not be liable to the Agency for any costs, expenses, judgements, decrees or damages which shall have accrued against the Redeveloper except that a mortgagee who becomes a mortgagee after, and who acquires title after the Redeveloper has become liable for any costs, expenses, judgements, decrees or damages, shall be liable for such liabilities.

ARTICLE VII
INSURANCE

Section 7.1. Insurance Coverage

a. On and after the date of this Agreement and until the expiration of the Reuse Criteria, Redeveloper shall maintain the following insurance:

1. Special Form (formerly known as All Risk) insurance, including fire and extended coverage, sprinkler leakage, if applicable, vandalism, malicious mischief plus earthquake and flood coverage upon the Premises, all improvements at the Premises, and property of every description and kind owned by Redeveloper and located at the Premises. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of the Agency shall be presumptive.

2. Commercial general liability insurance coverage on an occurrence basis, including personal injury, bodily injury (including wrongful death), broad form property damage, operations hazard, contractual liability (including Redeveloper's indemnification obligations under this Agreement), products and completed operations liability, and owned/non-owned auto liability, with an initial combined single limit of liability of not less than Three Million Dollars (\$3,000,000.00). Automobile liability may be contained on a separate automobile policy.

3. Worker's compensation and employer's liability insurance, in statutory amounts and limits, covering all persons employed by Redeveloper on or about the Premises for which claims for death or bodily injury could be asserted against Agency, Redeveloper or the Premises.

4. Redeveloper shall require all contractors or subcontractors of the Redeveloper working on the Premises to carry General Liability, Automobile Liability and Workers Compensation and Employers Liability insurance with limits reasonably acceptable to the Agency.

5. Any other form or forms of insurance as the mortgagees of Agency may reasonably require from time to time, in form, amounts and for insurance risks against which a prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

b. Each policy required to be obtained by the Redeveloper hereunder shall: (a) be issued by insurers authorized to do business in Massachusetts and rated not less than financial class VIII, and not less than policyholder rating A- in the most recent version of Best's Key Rating Guide (provided that, in any event, the same insurance company shall provide the coverages described in Subsection (a) above); (b) be in form reasonably satisfactory from time to time to the Agency; (c) name the Redeveloper as named insured thereunder and shall name the Agency, as additional insured thereunder, all as their respective interests may appear; (d) shall not have deductible

amounts exceeding \$75,000; (e) specifically provide that the insurance afforded by such policy for the benefit of the Agency and any other additional insureds shall be primary, and any insurance carried by the Agency or any other additional insureds shall be excess and non-contributing; (f) contain an endorsement that the insurer waives its right to subrogation as described below; (g) require the insurer to notify the Agency (and any other additional insureds) in writing not less than thirty (30) days prior to any material reduction in coverage, cancellation or other termination thereof; (h) contain a cross liability or severability of interest endorsement; and (i) be in amounts sufficient at all times to satisfy any coinsurance requirements thereof.

Each such policy shall also provide that any loss otherwise payable thereunder shall be payable notwithstanding (i) any act or omission of the Agency or the Redeveloper which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of the Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any mortgagee pursuant to any provision of the mortgage upon the happening of a default thereunder, or (iv) any change in title or ownership of the Premises. The Redeveloper agrees to deliver to the Agency, as soon as practicable after the placing of the required insurance, but in no event later than the date the Redeveloper is required to obtain such insurance as set forth in Subsection (a) above, certificates for each such insurance policy (or certificates from the insurance company evidencing the existence of such insurance and the Redeveloper's compliance with the foregoing provisions of this Article VII). The Redeveloper shall cause replacement policies or certificates to be delivered to Agency prior to the expiration of any such policy or policies. If any such initial or replacement policies or certificates are not furnished within the time(s) specified herein, the Redeveloper shall be deemed to be in default under this Agreement without the benefit of any additional notice or cure period provided herein, and the Agency shall have the right, but not the obligation, to procure such policies and certificates at the Redeveloper's expense.

c. If the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Agency at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Agency shall be payable by the Redeveloper to the Agency; with interest thereon at the lesser of the rate of twelve per centum (12%) per annum or the highest rate permitted by law from the date the same were paid by the Agency to the date of payment thereof by the Redeveloper. The Agency shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

d. Waiver of Subrogation. All insurance policies carried by either party covering the Premises including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. All written Occupancy Arrangements shall contain a similar provision in favor of the Agency.

e. Waiver of Rights. All claims, causes of action and rights or recovery for any damage to or destruction of persons, property or business which shall occur on or

about the Premises which result from any of the perils insured under any and all policies of insurance maintained by the Agency and the Redeveloper, are waived by each party as against the other party, and its respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance; provided, however, that this waiver shall be null and void to the extent that any such insurance shall be invalidated by reason of this waiver.

Section 7.2. Redeveloper's Obligations with Respect to Restoration and Reconstruction

a. Whenever any Renovations, or any part thereof, shall have been damaged or destroyed prior to the expiration of the term of the Reuse Criteria, as to Dwelling Units not sold to third parties, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Renovation, shall be deposited in full in a separate account of the Redeveloper or of any mortgagee.

b. The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Renovations which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder and the rights of the Agency. Notwithstanding the aforesaid to the contrary, if the damage is substantial, the Redeveloper, in its good faith judgment, may elect to demolish the Dwelling Unit and not rebuild the same, in which case it shall remove all debris, fill in any foundation to grade level, and shall have the right to retain the insurance proceeds with respect to the same.

c. Any reconstruction or repair undertaken pursuant to the provisions of this Section shall in all respects be in accordance with and conform to the provisions of the Reuse Criteria, the Design Specifications, and the provisions of this Agreement.

Section 7.3. Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any Renovations and equipment on the Premises, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Reuse Criteria, as to Dwelling Units not sold to third parties, within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper or any mortgagee (or, if the conditions then prevailing require a longer period, such longer period as is reasonable), and shall well and diligently and with dispatch prosecute such reconstruction or repair to completion, such reconstruction or repair in any event to be completed within twenty-four (24) months after the start thereof.

ARTICLE VIII

REDEVELOPER DEFAULTS AND AGENCY REMEDIESSection 8.1. Redeveloper Default

- a. If, prior to completion of the Renovations:
1. The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement, diligent prosecution, or completion of construction of Renovations;
 2. The Redeveloper shall fail to pay any general service fees, real estate taxes or assessments on the Premises or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien(s) authorized by this Agreement; or
 3. There is a violation of transfer restrictions with respect to the Premises and the Redeveloper;

the Agency shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation or if it cannot be reasonably cured within that time period, then such additional reasonable time not to exceed an additional ninety (90) days.

b. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be provided for herein) and if institutional first mortgagees do not exercise their rights to cure such violation or failure (as provided in Section 8.2 hereof), the Agency may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, and reasonable expenses and costs by the Redeveloper.

Section 8.2. Notices of Defaults to Mortgagees

If the Agency gives written notice to the Redeveloper of a default under this Agreement, the Agency shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Premises permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Agency provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the Agency of its address and request that the provisions of Section 9.6 as they relate to notices apply to it. The Agency agrees to comply with any such request.

Section 8.3. Mortgagee May Cure Default of Redeveloper

If the Redeveloper has received notice from the Agency of a default under this Agreement and such breach is not cured by the Redeveloper before the expiration of the period provided therefor, the institutional first mortgagees as permitted under this

Agreement may cure any such breach upon giving written notice of their intention to do so to the Agency within ninety (90) days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach.

Section 8.4. Remedies for Default

In addition to Agency's rights under section 8.1, in the event Redeveloper shall fail to comply with or violate any of the provisions of this Agreement, then the Agency may institute such actions and proceedings as may be appropriate and available under law or in equity, including, but not limited to: actions and proceedings to compel specific performance and payment of all damages, and reasonable expenses, and costs; and the right to enter the Premises and cure any condition causing such default at the sole cost and expense of the Redeveloper. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Obligations and Rights and Remedies Cumulative and Severable

The respective rights and remedies of the Agency and the Redeveloper hereunder shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times or any other such rights or remedies.

Section 9.2. Finality of Approvals.

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the Agency, and the Redeveloper has been notified in writing by the Agency that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Agency with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 9.3. Provisions Held Invalid

If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to applicable Legal Requirements.

Section 9.4. Covenants to be Enforceable by Agency

The covenants herein contained, which are expressed to be covenants running with the land, shall be stated or incorporated by reference in any instrument of conveyance or lease relating to the Premises or any portion thereof or any interest therein and shall in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the

benefit and in favor of, and enforceable by, the Agency against the Redeveloper (including its successors and assigns to or of the Premises or any part thereof or any interest therein and any party in possession or occupancy of the Premises or any part thereof for which no Certificate of Completion was issued). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Agency shall be deemed a beneficiary of the covenants herein, both for and in its own right and also for the purpose of protecting the interests of the community and the other public parties in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Agency has at any time been, remains or is an owner or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Agency that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Premises shall be enforceable only by the Agency and those holding title to an interest in the Premises and that such covenants shall not be enforceable by transferees of other land owned by the Agency in the area covered by the Reuse Criteria.

Section 9.5. Agency's Members and Officers Barred From Interest

a. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Agency shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or to its successors or on any obligations under the terms of this Agreement.

b. After the date hereinabove first written, the Redeveloper shall not, without a prior finding by the Agency that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Reuse Plan and who is named on any list which may be furnished by the Agency to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Premises prior to the completion of the Renovations thereon in accordance with this Agreement and the Reuse Criteria.

c. The Redeveloper covenants that it has not employed or retained any company or person (other than a full-time bona-fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 9.6. Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Agency or Redeveloper, and shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

Redeveloper:

c/o Aspen Square Management, Inc.
380 Union Street
West Springfield, MA 01089
ATTN: Mr. Fred Anthony

With a copy to Deborah Gaffney, Esquire
Aspen Square Management, Inc.
380 Union Street
West Springfield, MA 01089

Agency:

Massachusetts Development Finance Agency
75 Federal Street, 10th Floor
Boston, Massachusetts 02110
Attention: Victor R. Normand

With a copy to

Scott T. Fenton, Esquire
Massachusetts Development Finance Agency
75 Federal Street, 10th Floor
Boston, Massachusetts 02110

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notice and other communications to mortgagees and holders of construction loan agreements shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

Section 9.7. Matters to be Disregarded.

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 9.8. Good Faith Obligation.

Where the consent, approval or the like of either party is required hereunder, the same shall not be unreasonably withheld or delayed. The parties shall act in a reasonable good faith manner.

Section 9.9. Force Majeure.

For the purposes of any of the provisions of this Agreement, neither the Agency nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Premises for redevelopment, or the beginning and completion of construction of the Renovations, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, or other casualties, epidemics, quarantine restrictions, labor disputes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes (collectively, "Force Majeure"); it being the purpose and intent of this provision that in the event of the occurrence of any such Force Majeure delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Premises for redevelopment or of the Redeveloper with respect to construction of the Renovations, as the case may be, shall be extended for the period of the Force Majeure delay. Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such Force Majeure delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the Force Majeure delay. In calculating the length of the delay, the Agency shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty or inability to secure a building permit be a cause for an extension hereunder unless such difficulty or inability is due to an independent Force Majeure.

Section 9.10. Intentionally Omitted.

Section 9.11. Intentionally Omitted.

Section 9.12. Agreement Binding on Successors and Assigns

The respective provisions of this Agreement, in accordance with their terms, shall be binding upon, and shall inure to the benefit of the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interests of the Agency, and to any subsequent grantees of the Premises.

Section 9.13. Amendment of Plan

No modification or amendment to any provisions of this Agreement, the Affordable Housing Restriction, or the Reuse Criteria shall be effective, unless such modification or amendment is in writing, and signed by the Agency and the Redeveloper.

Section 9.14. Waivers

Any right or remedy which the Agency or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Agency or the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 9.15. Expedited Arbitration Process.

a. If Redeveloper and Agency shall be unable or unwilling to resolve a dispute under Section 3.2(a) as to the Homeowner Association Agreement or Section 3.2(b) as to the Condominium Documents (either or both, a "Documentation Dispute") within the seven (7) business day period, the Documentation Dispute shall be resolved by the Expedited Arbitration Process as hereinafter provided. After the expiration of the seven (7) business day period, either party may initiate the proceedings for such arbitration by written notice to the other and in such notice (and as an essential part thereof) shall designate the name and address of an arbitrator willing to act.

b. Within 3 days after the receipt by it of such notice, Redeveloper or Agency, as the case may be, shall by written notice to the other party designate the name and address of a second arbitrator willing to act, and if either Redeveloper or Agency as the case may be, shall fail, neglect or refuse within the time provided to designate a second arbitrator willing to act, the other party shall have the right (upon not less than 1 day written notice to the non-appointing party, stating in such notice the time and place at which application is to be made) to select the second arbitrator, who shall for all purposes have the same standing and power as though he/she had been seasonably appointed by such non-appointing party. The two arbitrators first appointed shall appoint a third arbitrator, but if they shall fail, neglect or refuse to appoint a third arbitrator within 3 days after the appointment of the second arbitrator, either arbitrator already appointed shall have the right (upon 1 day written notice to the other arbitrator, shall appoint a third arbitrator, and such third arbitrator shall have the same standing and power as though he/she had been seasonably appointed by the two arbitrators first appointed. Any arbitrator appointed pursuant to these provisions may resign as such by written notice to both Redeveloper and Agency. In case of the inability or refusal to serve of any person designated as an arbitrator, or in case any arbitrator for any reason ceases to be such, an arbitrator to fill such vacancy shall be appointed by the party or by the two arbitrators first appointed or by the Appointing Agent, as the case may be, whichever made the original appointment, or in case such authority making the original appointment fails, neglects or refuses to fill such vacancy, in the manner hereinbefore provided in case such authority had failed, neglected or refused to make the original appointment, and the arbitrator so appointed to fill such vacancy shall have the same standing and power as though originally appointed. Each arbitrator appointed shall be knowledgeable in property and condominium management. Each party shall pay the cost of the arbitrator it selects or had the right to select and one half of the third arbitrator.

c. The arbitrators shall, within five (5) business days of the appointment of the third arbitrator, hear the parties, review any submissions of the parties and their

witnesses and resolve the Documentation Dispute and notify the parties in writing of their determination no later than the end of such five (5) business day period. Any determination by a majority of the arbitrators shall be final and conclusive and may be entered into a court of law. If either party shall fail, neglect, or refuse to appear at the hearings appointed by the arbitrators, the arbitrators may act in the absence of such party.

ARTICLE X

COVENANTS, RESTRICTIONS AND CONDITIONS

Section 10.1. Covenants, Restrictions and Conditions Run With the Land.

THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT ARE COVENANTS RUNNING WITH THE LAND BINDING TO THE FULLEST EXTENT PERMITTED BY LAW AND EQUITY FOR THE BENEFIT AND IN FAVOR OF, AND ENFORCEABLE BY, THE AGENCY, ITS SUCCESSORS AND ASSIGNS, BOTH FOR AND IN ITS OWN RIGHT AND ALSO TO PROTECT THE INTEREST OF THE COMMUNITY AND OTHER PUBLIC PARTIES IN WHOSE FAVOR OR FOR WHOSE BENEFIT THE COVENANTS HAVE BEEN PROVIDED, AGAINST THE REDEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND EVERY SUCCESSOR IN INTEREST TO THE PREMISES OR ANY PART THEREOF OR ANY INTEREST THEREIN FOR WHICH NO CERTIFICATE OF COMPLETION WAS ISSUED, AND ANY PARTY IN POSSESSION OR OCCUPANCY OF THE PREMISES OR ANY PART THEREOF.

IN WITNESS WHEREOF, on the 27 day June, 2000, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY, a Massachusetts body
politic and corporate

By: Michael P. Hagan
Name: Michael P. Hagan
Title: Executive Director

MASS DEVENS LIMITED PARTNERSHIP, a
Massachusetts limited partnership

By: NEPSA 2000 PROPERTY
INVESTORS, INC., its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, on the 30 day June, 2000, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers or representatives, respectively


MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY, a Massachusetts body
politic and corporate

By: _____
Name: _____
Title: _____

MASS DEVENS LIMITED PARTNERSHIP, a
Massachusetts limited partnership

By: NEPSA 2000 PROPERTY
INVESTORS, INC., its General Partner

By: 
Name: Fred Anthony, Vice President
Title: _____

By: 
Name: Jeremy Pava, Treasurer
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Scott A, ss.

June 30th, 2000

Then personally appeared the above named Michael P. Hogan, Executive Director of Massachusetts Development Finance Agency and acknowledged the foregoing instrument to be the free act and deed of such entity, before me,

Scott A
Notary Public
My commission expires: 5/7/04

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June ___, 2000

Then personally appeared the above named _____ of NEPSA 2000 Property Investors, Inc., as General Partner of Mass Devens Limited Partnership and acknowledged the foregoing instrument to be the free act and deed of said limited partnership, before me,

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June ___, 2000

Then personally appeared the above named _____ of NEPSA 2000 Property Investors, Inc., as General Partner of Mass Devens Limited Partnership and acknowledged the foregoing instrument to be the free act and deed of said limited partnership, before me,

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June ____, 2000

Then personally appeared the above named _____ of
Massachusetts Development Finance Agency and acknowledged the foregoing
instrument to be the free act and deed of such entity, before me,

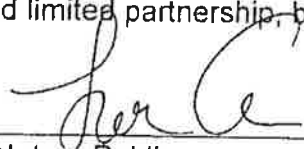
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

June 30, 2000

Then personally appeared the above named Fred Anthony, Vice President
of NEPSA 2000 Property Investors, Inc., as General
Partner of Mass Devens Limited Partnership and acknowledged the foregoing
instrument to be the free act and deed of said limited partnership, before me,



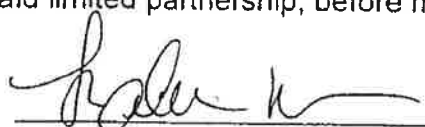
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

June 30, 2000

Then personally appeared the above named Jeremy Pava, Treasurer
of NEPSA 2000 Property Investors, Inc., as General
Partner of Mass Devens Limited Partnership and acknowledged the foregoing
instrument to be the free act and deed of said limited partnership, before me,



Notary Public
My commission expires:

SCHEDULE OF EXHIBITS

Exhibit A: Property Description

Exhibit B: Schedule of Housing Including Affordable Units

Exhibit C: Reuse Criteria

DR 51583FG595

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A
BOUNDARY DESCRIPTION
PARCEL ONE

Lot AS-1

A certain parcel of land known as Lot AS-1, located in the Town of Ayer, County of Middlesex, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot at the intersection of the southerly sideline of Antietam Street and the westerly sideline of Auman Street;

- Thence S 12°02'26" E, seven hundred three and 57/100 (703.57) feet to a stone bound to be set;
- Thence S 77°32'44" W, one hundred sixty-four and 63/100 (164.63) feet to a stone bound to be set;
- Thence N 13°46'33" W, five hundred ninety-eight and 21/100 (598.21) feet to an iron rod to be set;
- Thence N 78°01'49" E, fifty-seven and 90/100 (57.90) feet to an iron rod to be set;
- Thence along a non-tangent curve to the right with a radius of three hundred sixty and 00/100 (360.00) feet, a length of one hundred sixty-five and 19/100 (165.19) feet to a stone bound to be set;
- Thence S 70°32'30" E, ninety-nine and 17/100 (99.17) feet to the point and place of beginning.

Said Lot AS-1 containing 2.74± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-1, 2, 3, 4, & 5 Auman and Buena Vista Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., to be recorded immediately prior hereto in the Middlesex County (Southern District) Registry of Deeds.

Lot AS-2

A certain parcel of land known as Lot AS-2, located in the Towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot at the intersection of the southerly sideline of Buena Vista Street and the westerly sideline of Auman Street;

- Thence S 12°02'26" E, six hundred eighty and 35/100 (680.35) feet to a stone bound to be set;
- Thence N 71°18'15" W, one hundred thirty-eight and 04/100 (138.04) feet to a stone bound to be set;
- Thence N 12°50'13" W, three hundred nineteen and 05/100 (319.05) feet to an iron rod to be set;
- Thence S 78°24'54" W, forty-two and 62/100 (42.62) feet to an iron rod to be set;

- Thence N 12°08'16" W, two hundred eighty-nine and 24/100 (289.24) feet to a stone bound to be set;
- Thence N 77°32'44" E, one hundred sixty-six and 19/100 (166.19) feet to the point and place of beginning.

Said Lot AS-2 containing 2.09± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-1, 2, 3, 4, & 5 Auman and Buena Vista Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Middlesex County (Southern District) Registry of Deeds and the Worcester County Registry of Deeds.

Lot AS-3

A certain parcel of land known as Lot AS-3, located in the Town of Ayer, County of Middlesex, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot on the southerly sideline of Antietam Street;

- Thence S 12°32'39" E, six hundred seventeen and 22/100 (617.22) feet to a stone bound to be set;
- Thence S 77°32'44" W, one hundred sixty-nine and 58/100 (169.58) feet to a stone bound to be set;
- Thence N 12°02'26" W, six hundred seventy-eight and 92/100 (678.92) feet to a stone bound to be set;
- Thence along a non-tangent curve to the left with a radius of five hundred five and 00/100 (505.00) feet, a length of one hundred seventy-five and 83/100 (175.83) feet to the point and place of beginning.

Said Lot AS-3 containing 2.46± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-1, 2, 3, 4, & 5 Auman and Buena Vista Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Middlesex County (Southern District) Registry of Deeds.

Lot AS-4

A certain parcel of land known as Lot AS-4, located in the Towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northwest corner of said lot at the intersection of the southerly sideline of Buena Vista Street and the easterly sideline of Auman Street;

- Thence N 77°32'44" E, two hundred ninety-three and 16/100 (293.16) feet to a stone bound to be set;
- Thence S 12°01'53" E, two hundred eighty-seven and 21/100 (287.21) feet to a stone bound to be set;
- Thence S 80°56'41" W, one hundred twenty-five and 19/100 (125.19) feet to an iron rod to be set;

- Thence S 11°42'39" E, two hundred three and 23/100 (203.23) feet to an iron rod to be set;
- Thence S 06°30'14" E, three hundred five and 77/100 (305.77) feet to a stone bound to be set;
- Thence N 71°18'15" W, one hundred fifty-nine and 88/100 (159.88) feet to a stone bound to be set;
- Thence N 12°02'26" W, seven hundred four and 43/100 (704.43) feet to the point and place of beginning.

Said Lot AS-4 containing 3.61± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-1, 2, 3, 4, & 5 Auman and Buena Vista Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Middlesex County (Southern District) Registry of Deeds and the Worcester County Registry of Deeds.

Lot AS-5

A certain parcel of land known as Lot AS-5, located in the Towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northwest corner of said lot on the southerly sideline of Buena Vista Street;

- Thence N 77°32'44" E, one hundred twenty-four and 77/100 (124.77) feet to a stone bound to be set;
- Thence S 12°01'53" E, fifty and 00/100 (50.00) feet to an iron rod to be set;
- Thence N 77°58'07" E, fifty and 82/100 (50.82) feet to a stone bound to be set;
- Thence S 12°10'01" E, five hundred twenty-four and 34/100 (524.34) feet to a stone bound to be set;
- Thence S 78°01'55" W, ninety-four and 32/100 (94.32) feet to an iron-rod to be set;
- Thence S 12°05'50" E, thirty-six and 34/100 (36.34) feet to an iron rod to be set;
- Thence S 77°56'32" W, eighty-two and 55/100 (82.55) feet to a stone bound to be set;
- Thence N 12°01'53" W, six hundred nine and 69/100 (609.69) feet to the point and place of beginning.

Said Lot AS-5 containing 2.33± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-1, 2, 3, 4, & 5 Auman and Buena Vista Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Middlesex County (Southern District) Registry of Deeds and the Worcester County Registry of Deeds.

BOUNDARY DESCRIPTION
PARCEL TWO

Lot AS-6

A certain parcel of land known as Lot AS-6, located in the Town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the southerly corner of said lot at the intersection of the northerly sideline of Walnut Street and the westerly sideline of Sherman Avenue;

- Thence N 66°36'12" W, three hundred forty-three and 33/100 (343.33) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of six hundred ninety and 00/100 (690.00) feet, a length of seven hundred thirty-one and 64/100 (731.64) feet to an iron rod to be set;
- Thence N 05°50'58" W, two hundred fifty-nine and 35/100 (259.35) feet to a stone bound to be set;
- Thence S 82°08'59" E, two hundred fifteen and 58/100 (215.58) feet to a stone bound to be set;
- Thence S 34°02'53" E, three hundred sixty-one and 02/100 (361.02) feet to an iron rod to be set;
- Thence S 66°34'29" E, four hundred sixty-nine and 79/100 (469.79) feet to a stone bound to be set;
- Thence S 23°07'47" W, one hundred twenty-four and 38/100 (124.38) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of one hundred thirty-eight and 00/100 (138.00) feet, a length of one hundred thirty and 42/100 (130.42) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of seventy-five and 00/100 (75.00) feet, a length of seventy and 88/100 (70.88) feet to an iron rod to be set;
- Thence S 23°07'47" W, one hundred forty-five and 85/100 (145.85) feet to the point and place of beginning.

Said Lot AS-6 containing 9.14± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-6 & AS-7 Elm & Walnut Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Worcester County Registry of Deeds.

Lot AS-7

A certain parcel of land known as Lot AS-7, located in the Town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the easterly corner of said lot at the intersection of the southerly sideline of Walnut Street and the westerly sideline of Sherman Avenue;

- Thence S 23°07'47" W, one hundred eighty-five and 48/100 (185.48) feet to a stone bound to be set;
- Thence N 66°40'06" W, three hundred thirty and 34/100 (330.34) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of nine hundred twenty and 00/100 (920.00) feet, a length of nine hundred and 11/100 (900.11) feet to an iron rod to be set;
- Thence N 10°36'41" W, one hundred and 24/100 (100.24) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of nine hundred twenty and 73/100 (920.73) feet, a length of two hundred eleven and 83/100 (211.83) feet to an iron rod to be set;
- Thence N 02°34'14" E, seventy-seven and 79/100 (77.79) feet to a stone bound to be set;
- Thence S 82°08'59" E, one hundred sixty-eight and 44/100 (168.44) feet to a stone bound to be set;
- Thence S 05°50'58" E, two hundred sixty-nine and 10/100 (269.10) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of seven hundred thirty and 00/100 (730.00) feet, a length of seven hundred seventy-four and 06/100 (774.06) feet to an iron rod to be set;
- Thence S 66°36'12" E, three hundred forty-three and 52/100 (343.52) feet to the point and place of beginning.

Said Lot AS-7 containing 6.26± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-6 & AS-7 Elm & Walnut Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Worcester County Registry of Deeds.

BOUNDARY DESCRIPTION
PARCEL THREE

Lot AS-8

A certain parcel of land known as Lot AS-8, located in the Town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the westerly corner of said lot at the intersection of the northerly sideline of Walnut Street and the easterly sideline of Sherman Avenue;

- Thence N 23°07'47" E, one hundred forty-six and 13/100 (146.13) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of seventy-five and 00/100 (75.00) feet, a length of seventy and 88/100 (70.88) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of one hundred thirty-eight and 00/100 (138.00) feet, a length of one hundred thirty and 42/100 (130.42) feet to an iron rod to be set;
- Thence N 23°07'47" E, one hundred twenty-three and 15/100 (123.15) feet to a stone bound to be set;
- Thence S 66°34'29" E, nine hundred twenty-five and 88/100 (925.88) feet to a point;
- Thence S 23°25'31" W, five and 00/100 (5.00) feet to point;
- Thence S 66°34'29" E, seven hundred fifty-three and 33/100 (753.33) feet to a stone bound to be set;
- Thence S 56°17'05" W, five hundred twenty-three and 06/100 (523.06) feet to a stone bound to be set;
- Thence N 66°29'51" W, one thousand four hundred eighty-one and 37/100 (1481.37) feet to the point and place of beginning.

Said Lot AS-8 containing 16.02± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-8 & AS-9 Elm & Walnut Streets", Scale 1"=80", dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Worcester County Registry of Deeds.

Lot AS-9

A certain parcel of land known as Lot AS-9, located in the Town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northerly corner of said lot at the intersection of the southerly sideline of Walnut Street and the easterly sideline of Sherman Avenue;

- Thence S 66°29'51" E, one thousand four hundred fifty-five and 35/100 (1455.35) feet to a stone bound to be set;
- Thence S 41°25'28" W, two hundred fifty-six and 94/100 (256.94) feet to a stone bound to be set;

- Thence N 66°49'27" W, three hundred forty-four and 06/100 (344.06) feet to an iron rod to be set;
- Thence N 23°19'54" E, sixty-four and 10/100 (64.10) feet to an iron rod to be set;
- Thence N 66°40'06" W, one thousand thirty and 84/100 (1030.84) feet to a stone bound to be set;
- Thence N 23°07'47" E, one hundred eighty-five and 41/100 (185.41) feet to the point and place of beginning.

Said Lot AS-9 containing 6.52± Acres and shown on a plan entitled "Level 1 Subdivision Lots AS-8 & AS-9 Elm & Walnut Streets", Scale 1"=80", dated June 9, 2000, last revised, June 30, 2000, and prepared by Howe Surveying Associates, Inc. to be recorded immediately prior hereto in the Worcester County Registry of Deeds.

BK31583PG603

EXHIBIT B

SCHEDULE OF HOUSING INCLUDING AFFORDABLE UNITS

Devens Housing - Phase 1
Inventory

<u>Building Number</u>	<u>Street Address</u>	<u>Units</u>	<u>Reservations</u>
P000 40	17 Walnut Street	1	
P000 41	19 Walnut Street	1	
P000 42	21 Walnut Street	1	
P000 43	23 Walnut Street	1	
P000 44	25 Walnut Street	1	
P000 45	27 Walnut Street	1	
P000 46	31 Walnut Street	1	
P000 47	33 Walnut Street	1	
P000 48	35 Walnut Street	1	
P000 49	37 Walnut Street	1	
P000 50	41 Walnut Street	1	
P000 51	43 Walnut Street	1	
P000 52	45 Walnut Street	1	
P000 53	47 Walnut Street	1	
P000 54	49 Walnut Street	1	
P000 56	53 Walnut Street	1	
P000 58	59 Walnut Street	1	
P000 60	63 Walnut Street	1	
P000 61	65 Walnut Street	1	
P000 62	67 Walnut Street	1	
P000 63	69 Walnut Street	1	
P000 64	9 Elm Road	3	
P000 65	15 Elm Road	5	
P000 66	21 Elm Road	5	
P000 67	27 Elm Road	4	
P000 68	31 Elm Road	4	
P000 69	35 Elm Road	1	
P000 70	37 Elm Road	1	
P000 72	43 Elm Road	1	
P000 73	45 Elm Road	1	
P000 79	63 Elm Road	1	
P000 75	53 Elm Road	1	
P000 76	55 Elm Road	1	
P000 77	57 Elm Road	1	
P000 78	61 Elm Road	1	
P000 83	24 Walnut Street	1	
P000 84	5 Walnut Street	5	
P000 85	7 Walnut Street	5	
P000 86	26 Walnut Street	1	
P000 87	28 Walnut Street	1	
P000 88	30 Walnut Street	1	
P000 89	32 Walnut Street	1	
P000 90	34 Walnut Street	1	
P000 91	36 Walnut Street	1	

BA 31583PG605

Devens Housing - Phase 1
Inventory

P000 92	38 Walnut Street	1
P000 93	42 Walnut Street	1
P000 94	44 Walnut Street	1
P00 100	33 Auman Street	1
P00 101	31 Auman Street	1
P00 102	29 Auman Street	1
P00 103	27 Auman Street	1
P00 104	25 Auman Street	1
P00 105	23 Auman Street	1
P00 107	21 Auman Street	1
P00 108	19 Auman Street	1
P00 109	15 Auman Street	1
P00 110	13 Auman Street	1

P00 116	12 Auman Street	1
P00 117	14 Auman Street	1
P00 118	16 Auman Street	1
P00 119	20 Auman Street	1
P00 120	22 Auman Street	1
P00 121	24 Auman Street	1
P00 122	26 Auman Street	1
P00 123	28 Auman Street	1
P00 124	30 Auman Street	1
P00 125	32 Auman Street	1
P00 126	34 Auman Street	1
P00 130	19 Bates Street	5
P00 131	18 Bates Street	5

Devens Housing

102

BR 31583PG606

Affordable Units

<u>Building Number</u>	<u>Street Address</u>	<u>Units</u>
h000 65	15 Elm Road	5
h000 66	21 Elm Road	5
h000 84	5 Walnut Street	5
h000 87	28 Walnut Street	1
h000 89	32 Walnut Street	1
h000 90	34 Walnut Street	1
h000 92	38 Walnut Street	1
P00 110	13 Auman Street	1
P00 116	12 Auman Street	1
P00 121	24 Auman Street	1
P00 123	28 Auman Street	1
P00 125	32 Auman Street	1
P00 130	19 Bates Street	5
P00 131	18 Bates Street	5

EXHIBIT C
REUSE CRITERIA

- a. Affordability Housing Restriction executed by the Redeveloper of even date herewith with respect to the Premises.
- b. The Redeveloper shall comply with the requirements of the Local Initiative Program.
- c. The Redeveloper shall comply with the Legal Requirements.
- d. The Redeveloper shall comply with all the provisions of the Land Disposition Agreement.
- e. The term of the Reuse Criteria shall be that of the Affordable Housing Restriction.

*Confirmatory Easement Agreement
between Mass Devens Limited
Partnership and Massachusetts
Development Finance Agency*

38/20MB

CONFIRMATORY EASEMENT AGREEMENT

This Confirmatory Easement Agreement is executed as of the 22nd day of June, 2001, by and between MASS DEVENS LIMITED PARTNERSHIP, a Massachusetts limited partnership having a mailing address at 380 Union Street, West Springfield, Massachusetts 01089 ("Redeveloper") and the MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established by Chapter 23G of the Massachusetts General Laws, successor in interest to the Government Land Bank under Chapter 289 of the Acts of 1998, notice of which was recorded on October 7, 1998, with the Worcester County Registry of Deeds at Book 20505, Page 279, and with the Middlesex County, Southern District, Registry of Deeds at Book 29188, Page 568, having its principal place of business located at 75 Federal Street, 10th Floor, Boston, Massachusetts 02110 ("MassDevelopment").

RECITALS

A. By Quitclaim Deed dated as of June 30, 2000, recorded with the Middlesex County, Southern District, Registry of Deeds at Book 31583, Page 539, and with the Worcester County Registry of Deeds at Book 22769, Page 90 (the "Deed"), MassDevelopment conveyed certain real property known as

(1) Parcel One consisting of Lots AS-1, 2, 3, 4 & 5 located on Auman and Buena Vista Street, Devens Regional Enterprise Zone, Towns of Ayer and Harvard, Counties of Worcester and Middlesex, Commonwealth of Massachusetts, consisting of:

Lot AS-1, consisting of approximately 2.74 acres with buildings and improvements located thereon;

Lot AS-2, consisting of approximately 2.09 acres with buildings and improvements located thereon;

Lot AS-3, consisting of approximately 2.46 acres with buildings and improvements located thereon;

Lot AS-4, consisting of approximately 3.61 acres with buildings and improvements located thereon; and

Lot AS-5, consisting of approximately 2.33 acres with buildings and improvements located thereon.

As more particularly described in Exhibit A, attached hereto, and shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

01 JUN 29 PM 3:17

MARCUS, ERRICO, EMMER & BROOKS, P.C.
45 BRAINTREE HILL OFFICE PARK, SUITE 107
BRAintree, MA 02184

(2) Parcel Two consisting of Lots AS 6 & 7 located on Elm and Walnut Streets, Devens Regional Enterprise Zone, Town of Harvard, County of Worcester, Commonwealth of Massachusetts, consisting of:

Lot AS-6, consisting of approximately 9.14 acres with buildings and improvements located thereon; and

Lot AS-7, consisting of approximately 6.26 acres with buildings and improvements located thereon.

As more particularly described in Exhibit B, attached hereto, and shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-6 & AS-7 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. recorded with the Middlesex County, Southern District Registry of Deeds as Plan 772 of 2000 and with the Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 16.

(3) Parcel 3 consisting of Lots AS-8 & 9 located on Elm and Walnut Streets, Devens Regional Enterprise Zone, Town of Harvard, County of Worcester, Commonwealth of Massachusetts, consisting of:

Lot AS-8, consisting of approximately 16.02 acres with buildings and improvements located thereon; and

Lot AS-9, consisting of approximately 6.52 acres with buildings and improvements located thereon.

As more particularly described in Exhibit C, attached hereto, and shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-8 & AS-9 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County Southern District Registry of Deeds as Plan 772 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, Page 17.

as more specifically described in Exhibit A hereto, to Redeveloper.

B. The Deed contained a reservation by MassDevelopment of easements for providing utility services, including the perpetual and nonexclusive right and easement of the Grantor, its successors and assigns, transferees, employees, consultants, and contractors to enter upon the parcel, to have access and egress to, from, over and under the Parcel, in order to use, inspect, construct, install, operate, replace, repair and maintain all such utilities systems and facilities currently existing and all such future utilities systems and facilities which may be constructed, installed, operated, used, replaced, repaired and maintained therein for their intended purposes.

C. MassDevelopment desires to more specifically set forth the location of such easements and to record Plans describing the location of the Utility Easements, and Redeveloper desires to confirm the location of such easements, and to grant such easements as located hereby.

NOW, THEREFORE, MassDevelopment and Redeveloper hereby declare and agree as follows:

1. Parcel One

- a. Lots AS-1 and AS-3

The Utility Easement reserved in the Deed shall be located in the areas identified as "Utility Easement" on a plan entitled "PLAN OF EASEMENTS LOTS AS-1, AS-3 AUMAN & BUENA VISTA STREETS" dated December 15, 2000, and recorded simultaneously herewith at the appropriate Registry or Registries, and Redeveloper confirms and GRANTS the Utility Easement as so located.

- b. Lots AS-2, AS-4 and AS-5

The Utility Easement reserved in the Deed shall be located in the areas identified as "Utility Easement" on a plan entitled "PLAN OF EASEMENTS LOTS AS-2, AS-4, AS-5 AUMAN & BUENA VISTA STREETS" dated December 15, 2000, and recorded simultaneously herewith at the appropriate Registry or Registries, and Redeveloper confirms and GRANTS the Utility Easement as so located.

2. Parcel Two

- a. Lots AS-6 and AS-7.

The Utility Easement reserved in the Deed shall be located in the areas identified as "Utility Easement" on a plan entitled "PLAN OF EASEMENTS LOTS AS-6 AND AS-7 ELM AND WALNUT STREETS" dated December 15, 2000 and recorded simultaneously herewith at the appropriate Registry or Registries, and Redeveloper confirms and GRANTS the Utility Easement as so located.

3. Parcel Three

- a. Lots As-8 and AS-9

The Utility Easement reserved in the Deed shall be located in the areas identified as "Utility Easement on a plan entitled "PLAN OF EASEMENTS LOTS (AS-8 AND AS-9 ELM & WALNUT STREETS dated December 15, 2000 recorded simultaneously herewith* the appropriate Registry or Registries, and Redeveloper confirms and GRANTS the Utility Easement as so located.

*Plan Book 769 plan 119

Executed as a sealed instrument as of the day and year first above written.

MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY

Edward [Signature]
Approved as to Form,
Agency Counsel

By: Anne Marie Dowd
Name: Anne Marie Dowd
Title: General Counsel

MASSDEVENS LIMITED PARTNERSHIP,
a Massachusetts Limited Partnership

By: NEPSA 2000 PROPERTY INVESTORS,
INC., its General Partner

By: [Signature]
Name: Fred Anthony, Vice President
Title:

By: [Signature]
Name: Jeremy Pava, Treasurer
Title: ~~Treasurer/Assistant~~
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 22, 2001

Then personally appeared the above-named Anne Marie Dowd
of the Massachusetts Development Finance Agency,
and acknowledged the foregoing instrument to be his/her free act and deed and the free
act and deed of said agency before me,

Theresa V. Festa
Notary Public
My commission expires:

Aluc

COMMONWEALTH OF MASSACHUSETTS

Hamden, ss.

June 22, 2001

Then personally appeared the above-named Fred Anthony, Vice President of NEPSA 2000 Property Investors, Inc., as General Partner of Mass Devens Limited Partnership and acknowledged the foregoing instrument to be his/~~her~~-free act and deed and the free act and deed of said limited partnership, before me,



Notary Public
My Commission Expires:
LOU ANN M. MORSE, Notary Public
My Commission Expires: September 20, 2007

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

June 22, 2001

Then personally appeared the above-named Jeremy Pava, Treasurer of NEPSA 2000 Property Investors, Inc., as General Partner of Mass Devens Limited Partnership and acknowledged the foregoing instrument to be his/~~her~~-free act and deed and the free act and deed of said limited partnership, before me,



Notary Public
My Commission Expires:
LOU ANN M. MORSE, Notary Public
My Commission Expires: September 20, 2007

Paul

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL ONE

LOT AS-1

A certain parcel of land known as Lot AS-1, located in the town of Ayer, County of Middlesex, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot at the intersection of the southerly sideline of Antietam Street and the westerly sideline of Auman street;

- Thence S 12°02'26" E, seven hundred three and 57/100 (703.57) feet to a stone bound to be set;
- Thence S 77°32'44" W, one hundred sixty-four and 63/100 (164.63) feet to a stone bound to be set;
- Thence N 13°46'33" W, five hundred ninety-eight and 21/100 (598.21) feet to an iron rod to be set;
- Thence N 78°01'49" E, fifty-seven and 90/100 (57.90) feet to an iron rod to be set;
- Thence along a non-tangent curve to the right with a radius of three hundred sixty and 00/100 (360.00) feet, a length of one hundred sixty-five and 19/100 (165.19) feet to a stone bound to be set;
- Thence S 70°32'30" E, ninety-nine and 17/100 (99.17) feet to the point and place of beginning.

Said Lot AS-1 containing 2.74± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

LOT AS-2

A certain parcel of land known as Lot AS-2, located in the towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot at the intersection of the southerly sideline of Buena Vista Street and the westerly sideline of Auman street;

- Thence S 12°02'26" E, six hundred eighty and 35/100 (680.35) feet to a stone bound to be set;
- Thence N 71°18'15" W, one hundred thirty-eight and 04/100 (138.04) feet to a stone bound to be set;

- Thence N 12°50'13" W, three hundred nineteen and 05/100 (319.05) feet to an iron rod to be set;
- Thence S 78°24'54" W, forty-two and 62/100 (42.62) feet to an iron rod to be set;
- Thence N 12°08'16" W, two hundred eighty-nine and 24/100 (289.24) feet to a stone bound to be set;
- Thence N 77°32'44" E, one hundred sixty-six and 19/100 (166.19) feet to the point and place of beginning.

Said Lot AS-2 containing 2.09± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

LOT AS-3

A certain parcel of land known as Lot AS-3, located in the town of Ayer, County of Middlesex, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northeast corner of said lot on the southerly sideline of Antietam Street;

- Thence S 12°32'39" E, six hundred seventeen and 22/100 (617.22) feet to a stone bound to be set;
- Thence S 77°32'44" W, one hundred sixty-nine and 58/100 (169.58) feet to a stone bound to be set;
- Thence N 12°02'26" W, six hundred seventy-eight and 92/100 (678.92) feet to a stone bound to be set;
- Thence along a non-tangent curve to the left with a radius of five hundred five and 00/100 (505.00) feet, a length of one hundred seventy-five and 83/100 (175.83) feet to the point and place of beginning.

Said Lot AS-3 containing 2.46± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

LOT AS-4

A certain parcel of land known as Lot AS-4, located in the towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northwest corner of said lot at the intersection of the southerly sideline of Buena Vista Street and the easterly sideline of Auman street;

- Thence N 77°32'44" E, two hundred ninety-three and 16/100 (293.16) feet to a stone bound to be set;
- Thence S 12°01'53" E, two hundred eighty-seven and 21/100 (287.21) feet to a stone bound to be set;
- Thence S 80°56'41" W, one hundred twenty-five and 19/100 (125.19) feet to an iron rod to be set;
- Thence S 11°42'39" E, two hundred three and 23/100 (203.23) feet to an iron rod to be set;
- Thence S 06°30'14" E, three hundred five and 77/100 (305.77) feet to a stone bound to be set;
- Thence N 71°18'15" W, one hundred fifty-nine and 88/100 (159.88) feet to a stone bound to be set;
- Thence N 12°02'26" W, seven hundred four and 43/100 (704.43) feet to the point and place of beginning.

Said Lot AS-4 containing 3.61± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

LOT AS-5

A certain parcel of land known as Lot AS-5, located in the towns of Ayer, County of Middlesex, and Harvard, County of Worcester, in the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northwest corner of said lot on the southerly sideline of Buena Vista Street;

- Thence N 77°32'44" E, one hundred twenty-four and 77/100 (124.77) feet to a stone bound to be set;
- Thence S 12°01'53" E, fifty and 00/100 (50.00) feet to an iron rod to be set;
- Thence N 77°58'07" E, fifty and 82/100 (50.82) feet to a stone bound to be set;
- Thence S 12°10'01" E, five hundred twenty-four and 34/100 (524.34) feet to a stone bound to be set;
- Thence S 78°01'55" W, ninety-four and 32/100 (94.32) feet to an iron rod to be set;
- Thence S 12°05'50" E, thirty-six and 34/100 (36.34) feet to an iron rod to be set;
- Thence S 77°56'32" W, eighty-two and 55/100 (82.55) feet to a stone bound to be set;
- Thence N 12°01'53" W, six hundred nine and 69/100 (609.69) feet to the point and place of beginning.

Said Lot AS-5 containing 2.33± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS 1, 2, 3, 4 & 5 AUMAN & BUENA VISTA STREETS", Scale

1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County, Southern District, Registry of Deeds as Plan 272 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 15.

PARCEL TWO

LOT AS-6

A certain parcel of land known as Lot AS-6, located in the town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the southerly corner of said lot at the intersection of the northerly sideline of Walnut Street and the westerly sideline of Sherman Avenue;

- Thence N 66°36'12" W, three hundred forty-three and 33/100 (343.33) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of six hundred ninety and 00/100 (690.00) feet, a length of seven hundred thirty-one and 64/100 (731.64) feet to an iron rod to be set;
- Thence N 05°50'58" W, two hundred fifty-nine and 35/100 (259.35) feet to a stone bound to be set;
- Thence S 82°08'59" E, two hundred fifteen and 58/100 (215.58) feet to a stone bound to be set;
- Thence S 34°02'53" E, three hundred sixty-one and 02/100 (361.02) feet to an iron rod to be set;
- Thence S 66°34'29" E, four hundred sixty-nine and 79/100 (469.79) feet to a stone bound to be set;
- Thence S 23°07'47" W, one hundred twenty-four and 38/100 (124.38) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of one hundred thirty-eight and 00/100 (138.00) feet, a length of one hundred thirty and 42/100 (130.42) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of seventy-five and 00/100 (75.00) feet, a length of seventy and 88/100 (70.88) feet to an iron rod to be set;
- Thence S 23°07'47" W, one hundred forty-five and 85/100 (145.85) feet to the point and place of beginning.

Said Lot AS-6 containing 9.14± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-6 & AS-7 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. recorded with the Middlesex County, Southern District Registry of Deeds as Plan 772 of 2000 and with the Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 16.

LOT AS-7

A certain parcel of land known as Lot AS-7, located in the town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the easterly corner of said lot at the intersection of the southerly sideline of Walnut Street and the westerly sideline of Sherman Avenue;

- Thence S 23°07'47" W, one hundred eighty-five and 48/100 (185.48) feet to a stone bound to be set;
- Thence N 66°40'06" W, three hundred thirty and 34/100 (330.34) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of nine hundred twenty and 00/100 (920.00) feet, a length of nine hundred and 11/100 (900.11) feet to an iron rod to be set;
- Thence N 10°36'41" W, one hundred and 24/100 (100.24) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of nine hundred twenty and 73/100 (920.73) feet, a length of two hundred eleven and 83/100 (211.83) feet to an iron rod to be set;
- Thence N 02°34'14" E, seventy-seven and 79/100 (77.79) feet to a stone bound to be set;
- Thence S 82°08'59" E, one hundred sixty-eight and 44/100 (168.44) feet to a stone bound to be set;
- Thence S 05°50'58" E, two hundred sixty-nine and 10/100 (269.10) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of seven hundred thirty and 00/100 (730.00) feet, a length of seven hundred seventy-four and 06/100 (774.06) feet to an iron rod to be set;
- Thence S 66°36'12" E, three hundred forty-three and 52/100 (343.52) feet to the point and place of beginning.

Said Lot AS-7 containing 6.26± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-6 & AS-7 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc. recorded with the Middlesex County, Southern District Registry of Deeds as Plan 772 of 2000 and with the Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, page 16.

PARCEL THREELOT AS-8

A certain parcel of land known as Lot AS-8, located in the town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the westerly corner of said lot at the intersection of the northerly sideline of Walnut Street and the easterly sideline of Sherman Avenue;

- Thence N 23°07'47" E, one hundred forty-six and 13/100 (146.13) feet to an iron rod to be set;
- Thence along a curve to the right with a radius of seventy-five and 00/100 (75.00) feet, a length of seventy and 88/100 (70.88) feet to an iron rod to be set;
- Thence along a curve to the left with a radius of one hundred thirty-eight and 00/100 (138.00) feet, a length of one hundred thirty and 42/100 (130.42) feet to an iron rod to be set;
- Thence N 23°07'47" E, one hundred twenty-three and 15/100 (123.15) feet to a stone bound to be set;
- Thence S 66°34'29" E, nine hundred twenty-five and 88/100 (925.88) feet to a point;
- Thence S 23°25'31" W, five and 00/100 (5.00) feet to point;
- Thence S 66°34'29" E, seven hundred fifty-three and 33/100 (753.33) feet to a stone bound to be set;
- Thence S 56°17'05" W, five hundred twenty-three and 06/100 (523.06) feet to a stone bound to be set;
- Thence N 66°29'51" W, one thousand four hundred eighty-one and 37/100 (1481.37) feet to the point and place of beginning.

Said Lot AS-8 containing 16.02± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-8 & AS-9 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County Southern District Registry of Deeds as Plan 772 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, Page 17.

LOT AS-9

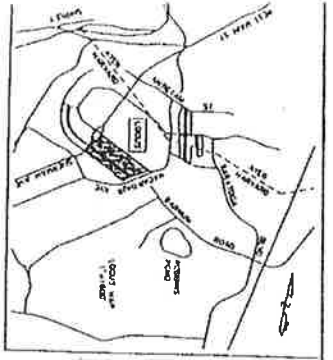
A certain parcel of land known as Lot AS-9, located in the town of Harvard, County of Worcester, and the Commonwealth of Massachusetts. Beginning at a stone bound to be set at the northerly corner of said lot at the intersection of the southerly sideline of Walnut Street and the easterly sideline of Sherman Avenue;

- Thence S 66°29'51" E, one thousand four hundred fifty-five and 35/100 (1455.35) feet to a stone bound to be set;

- Thence S 41°25'28" W, two hundred fifty-six and 94/100 (256.94) feet to a stone bound to be set;
- Thence N 66°49'27" W, three hundred forty-four and 06/100 (344.06) feet to an iron rod to be set;
- Thence N 23°19'54" E, sixty-four and 10/100 (64.10) feet to an iron rod to be set;
- Thence N 66°40'06" W, one thousand thirty and 84/100 (1030.84) feet to a stone bound to be set;
- Thence N 23°07'47" E, one hundred eighty-five and 41/100 (185.41) feet to the point and place of beginning.

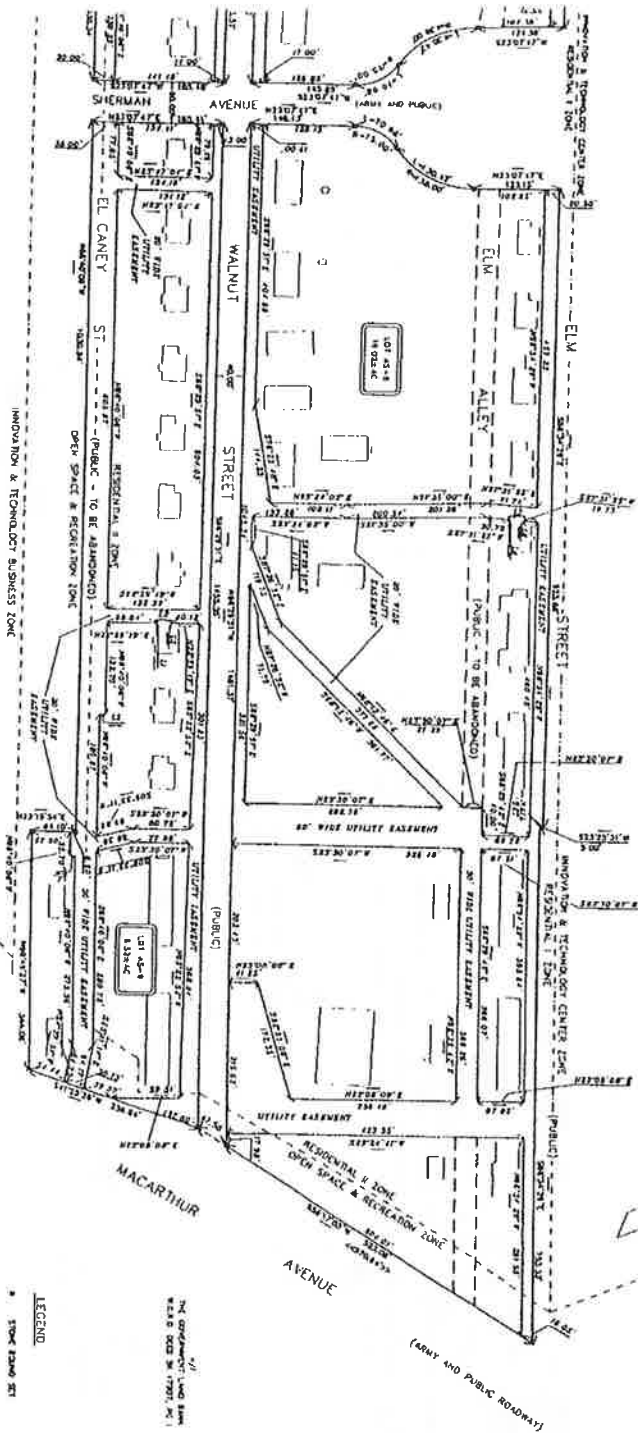
Said Lot AS-9 containing 6.52± Acres and being as shown on a plan entitled "LEVEL 1 SUBDIVISION LOTS AS-8 & AS-9 ELM & WALNUT STREETS", Scale 1"=80', dated June 9, 2000, last revised June 30, 2000, and prepared by Howe Surveying Associates, Inc., recorded with Middlesex County Southern District Registry of Deeds as Plan 772 of 2000 and with Worcester County Registry of Deeds on July 7, 2000 in Plan Book 757, Page 17.

ATTEST: WORC. Anthony J. Vigliotti, Register



LINE	DESCRIPTION	DATE
1	ELM STREET	12/15/20
2	WALNUT STREET	12/15/20
3	MACARTHUR AVENUE	12/15/20
4	SHERMAN AVENUE	12/15/20
5	ELM ALLEY	12/15/20
6	WALNUT ALLEY	12/15/20
7	MACARTHUR ALLEY	12/15/20
8	SHERMAN ALLEY	12/15/20

THE CONTINGENT LAND SHOWN ON THIS PLAN IS NOT PART OF THE PROJECT.



THE CONTINGENT LAND SHOWN ON THIS PLAN IS NOT PART OF THE PROJECT.

THE CONTINGENT LAND SHOWN ON THIS PLAN IS NOT PART OF THE PROJECT.

LEGEND

- 1. 10' WIDE SETBACK
- 2. 5' WIDE SETBACK
- 3. DISTINGUISHING EASEMENT

NOTES:

- 1) THE REPORT OF THE ENGINEER TO THE BOARD OF HEALTH IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH.
- 2) THE REPORT OF THE ENGINEER TO THE BOARD OF HEALTH IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH.
- 3) THE REPORT OF THE ENGINEER TO THE BOARD OF HEALTH IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH.
- 4) THE REPORT OF THE ENGINEER TO THE BOARD OF HEALTH IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH.
- 5) THE REPORT OF THE ENGINEER TO THE BOARD OF HEALTH IS SUBJECT TO THE APPROVAL OF THE BOARD OF HEALTH.

REFERENCES:

- 1) PLAN FOR THE PROPOSED INDUSTRIAL ZONE, 1. SUPERSEDES PLAN 101-4514 & 101-4515.
- 2) PLAN FOR THE PROPOSED INDUSTRIAL ZONE, 1. SUPERSEDES PLAN 101-4514 & 101-4515.
- 3) PLAN FOR THE PROPOSED INDUSTRIAL ZONE, 1. SUPERSEDES PLAN 101-4514 & 101-4515.

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE INFORMATION AND BELIEF:

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF HEALTH AND THE BOARD OF SUPERVISORS OF THE CITY OF HARVARD, MASSACHUSETTS, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS.



1-18-01

REGISTERED PROFESSIONAL LAND SURVEYOR FOR HOME SURVEYING ASSOCIATES, INC.

HARVARD, MASSACHUSETTS

**PLAN OF EASEMENTS LOTS AS-8 & AS-9
ELM & WALNUT STREETS**

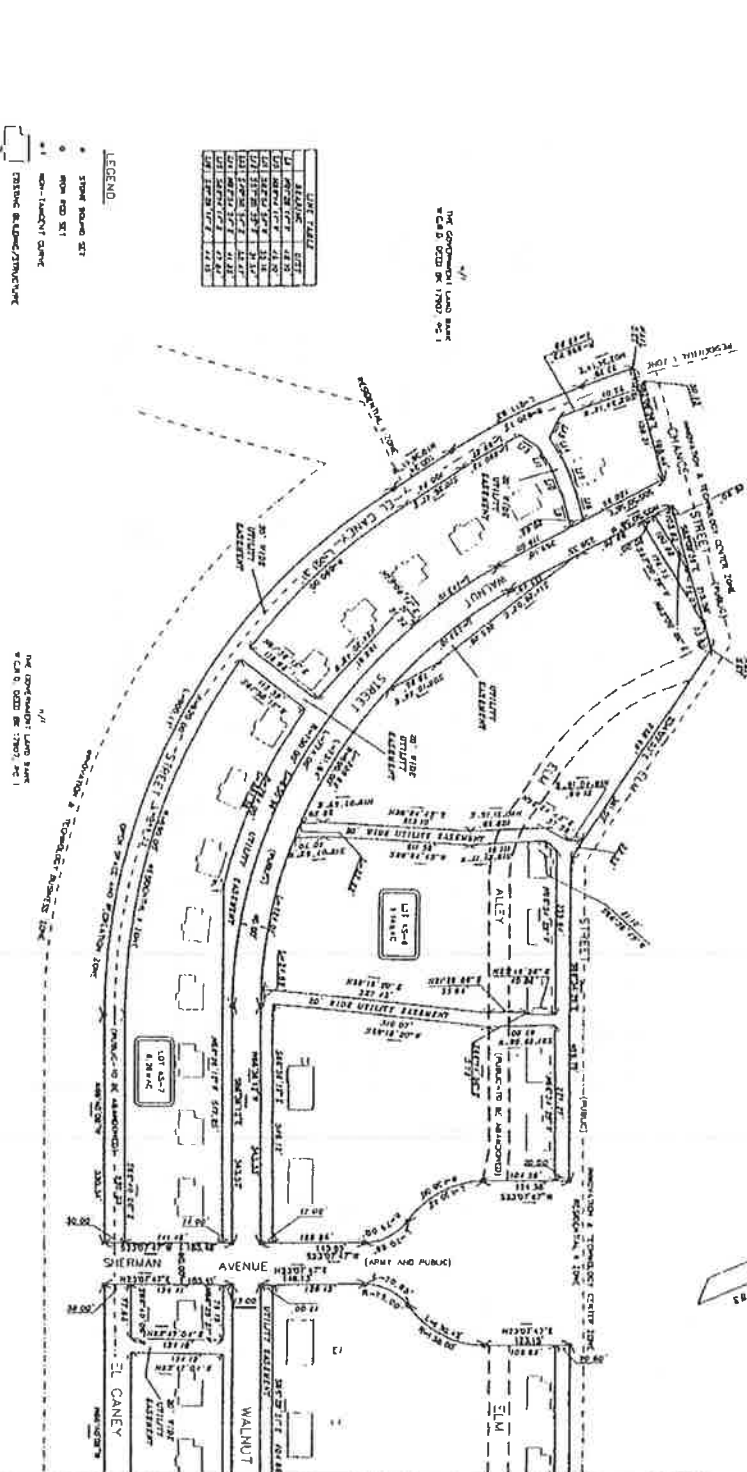
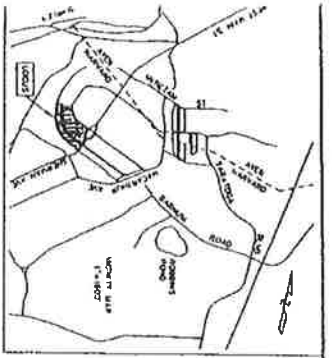
HOME SURVEYING ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1000 WASHINGTON STREET, HARVARD, MASSACHUSETTS 01931
TEL: 781-326-1234

NO.	DATE	DESCRIPTION
1	12/15/20	PRELIMINARY PLAN
2	12/15/20	FINAL PLAN

NO.	DATE	DESCRIPTION
1	12/15/20	PRELIMINARY PLAN
2	12/15/20	FINAL PLAN

SCALE: 1" = 40'

SHEET 2 OF 2

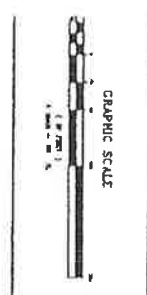


LOT TABLE

LOT 15-1	15.00
LOT 15-2	15.00
LOT 15-3	15.00
LOT 15-4	15.00
LOT 15-5	15.00
LOT 15-6	15.00
LOT 15-7	15.00
LOT 15-8	15.00
LOT 15-9	15.00
LOT 15-10	15.00
LOT 15-11	15.00
LOT 15-12	15.00
LOT 15-13	15.00
LOT 15-14	15.00
LOT 15-15	15.00
LOT 15-16	15.00
LOT 15-17	15.00
LOT 15-18	15.00
LOT 15-19	15.00
LOT 15-20	15.00
LOT 15-21	15.00
LOT 15-22	15.00
LOT 15-23	15.00
LOT 15-24	15.00
LOT 15-25	15.00
LOT 15-26	15.00
LOT 15-27	15.00
LOT 15-28	15.00
LOT 15-29	15.00
LOT 15-30	15.00

LEGEND

- STREET BOUND SET
- NON-LOADING DRIVE
- EXISTING BUILDING/STRUCTURE



HOME SURVEYING ASSOCIATES, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 70 FORT STREET
 BOSTON, MA 02109
 TEL: 617-552-1111
 FAX: 617-552-1112

NO.	DATE	DESCRIPTION
1	1/2/21	SEE EXHIBITS/REVISIONS
2	4/1	

HARVARD, MASSACHUSETTS
PLAN OF EASEMENTS LOTS AS-6 & AS-7
ELM & WALNUT STREETS
 PREPARED FOR: LAND SURVEYING ASSOCIATES, INC.
 70 FORT STREET, BOSTON, MA 02109
 DATE: DECEMBER 13, 2000
 SCALE: 1" = 40'
 SHEET 1 OF 2

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE INFORMATION AND BELIEF I HAVE DONE AND MADE THIS PLAN AND EASEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MASSACHUSETTS REGISTERED PROFESSIONAL LAND SURVEYOR FOR HOME SURVEYING ASSOCIATES, INC.

[Signature]
 1-10-01
 DATE

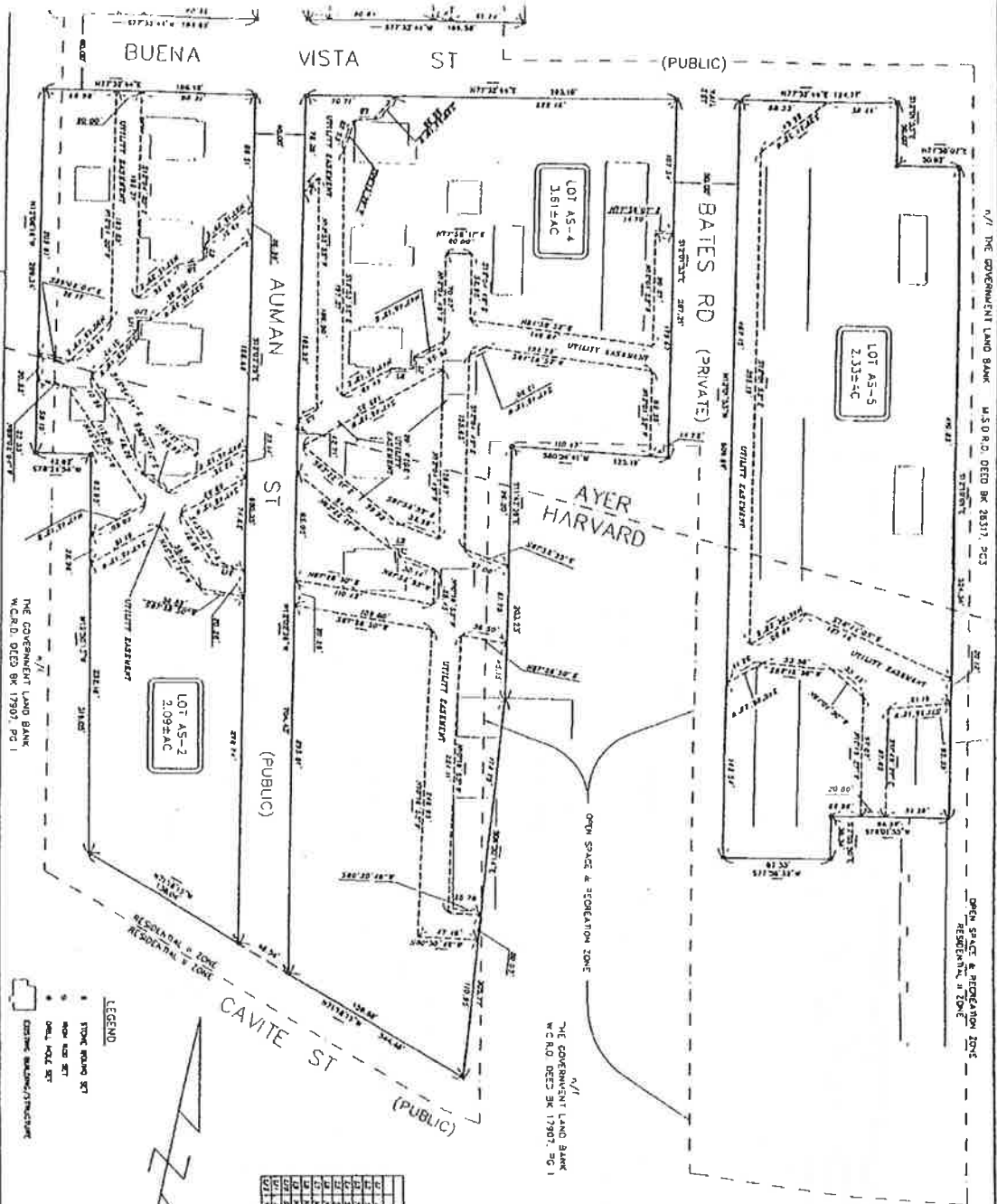
REFERENCES:

- 1) THE PROJECT OF THIS PLAN IS TO SHOW EASEMENTS FROM LOT 15-1 TO LOT 15-2 AND FROM LOT 15-2 TO LOT 15-3. THE PROJECT OF THIS PLAN IS TO SHOW EASEMENTS FROM LOT 15-1 TO LOT 15-2 AND FROM LOT 15-2 TO LOT 15-3.
- 2) RECORD MAP NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.
- 3) RECORD MAP NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

NOTES:

- 1) THE PROJECT OF THIS PLAN IS TO SHOW EASEMENTS FROM LOT 15-1 TO LOT 15-2 AND FROM LOT 15-2 TO LOT 15-3.
- 2) RECORD MAP NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.
- 3) RECORD MAP NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

FOR REVISION USE ONLY



GRAPHIC SCALE
1" = 100' ±

hee
HOME SURVEYING
ASSOCIATES, INC.
CIVIL ENGINEERS
LAND SURVEYORS

70 PRODUCTION STREET
ROSELAND, MA 01968
PHONE 978-338-1128

40 BRIDGE ST. SUITE 207
ROSELAND, MA 01968
PHONE 978-338-1128

THE GOVERNMENT LAND BANK
W.C.R.D. DECISION BK 17901, PG 1

NO.	DATE	DESCRIPTION
1	12/28/00	17901-11

AYER/HARVARD, MASSACHUSETTS

PLAN OF EASEMENTS LOTS AS-2, AS-4, AS-5

ADJACENT TO
13 FEDERAL STREET
ROSELAND, MA

MADE UNDER JUDICIAL PARTNERSHIP
AND SPECIAL ORDER
NO. 01839

SCALE: 1" = 40'

DRAWN BY: [Signature]

DATE: 1-18-01

FOR HOME SURVEYING ASSOCIATES, INC.

ADJACENT LOTS

NO.	DATE	DESCRIPTION
1	12/28/00	17901-11
2	12/28/00	17901-12
3	12/28/00	17901-13
4	12/28/00	17901-14
5	12/28/00	17901-15
6	12/28/00	17901-16
7	12/28/00	17901-17
8	12/28/00	17901-18
9	12/28/00	17901-19
10	12/28/00	17901-20
11	12/28/00	17901-21
12	12/28/00	17901-22
13	12/28/00	17901-23
14	12/28/00	17901-24
15	12/28/00	17901-25
16	12/28/00	17901-26
17	12/28/00	17901-27
18	12/28/00	17901-28
19	12/28/00	17901-29
20	12/28/00	17901-30

- NOTES:**
- 1) See general of lot area in 19; adjacent property owner's easements.
 - 2) See general of lot area in 19; adjacent property owner's easements.
 - 3) See general of lot area in 19; adjacent property owner's easements.
 - 4) See general of lot area in 19; adjacent property owner's easements.
 - 5) See general of lot area in 19; adjacent property owner's easements.
 - 6) See general of lot area in 19; adjacent property owner's easements.
 - 7) See general of lot area in 19; adjacent property owner's easements.
 - 8) See general of lot area in 19; adjacent property owner's easements.
 - 9) See general of lot area in 19; adjacent property owner's easements.
 - 10) See general of lot area in 19; adjacent property owner's easements.
 - 11) See general of lot area in 19; adjacent property owner's easements.
 - 12) See general of lot area in 19; adjacent property owner's easements.
 - 13) See general of lot area in 19; adjacent property owner's easements.
 - 14) See general of lot area in 19; adjacent property owner's easements.
 - 15) See general of lot area in 19; adjacent property owner's easements.
 - 16) See general of lot area in 19; adjacent property owner's easements.
 - 17) See general of lot area in 19; adjacent property owner's easements.
 - 18) See general of lot area in 19; adjacent property owner's easements.
 - 19) See general of lot area in 19; adjacent property owner's easements.
 - 20) See general of lot area in 19; adjacent property owner's easements.

REFERENCES:

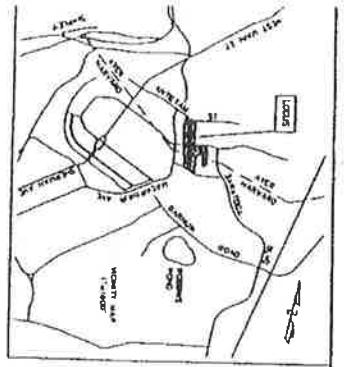
- 1) See general of lot area in 19; adjacent property owner's easements.
- 2) See general of lot area in 19; adjacent property owner's easements.
- 3) See general of lot area in 19; adjacent property owner's easements.
- 4) See general of lot area in 19; adjacent property owner's easements.
- 5) See general of lot area in 19; adjacent property owner's easements.
- 6) See general of lot area in 19; adjacent property owner's easements.
- 7) See general of lot area in 19; adjacent property owner's easements.
- 8) See general of lot area in 19; adjacent property owner's easements.
- 9) See general of lot area in 19; adjacent property owner's easements.
- 10) See general of lot area in 19; adjacent property owner's easements.
- 11) See general of lot area in 19; adjacent property owner's easements.
- 12) See general of lot area in 19; adjacent property owner's easements.
- 13) See general of lot area in 19; adjacent property owner's easements.
- 14) See general of lot area in 19; adjacent property owner's easements.
- 15) See general of lot area in 19; adjacent property owner's easements.
- 16) See general of lot area in 19; adjacent property owner's easements.
- 17) See general of lot area in 19; adjacent property owner's easements.
- 18) See general of lot area in 19; adjacent property owner's easements.
- 19) See general of lot area in 19; adjacent property owner's easements.
- 20) See general of lot area in 19; adjacent property owner's easements.

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE INFORMATION AND BELIEF

I, [Signature], a duly licensed Professional Engineer in the State of Massachusetts, do hereby certify that the above is a true and correct copy of the original plan and that the same has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Massachusetts.

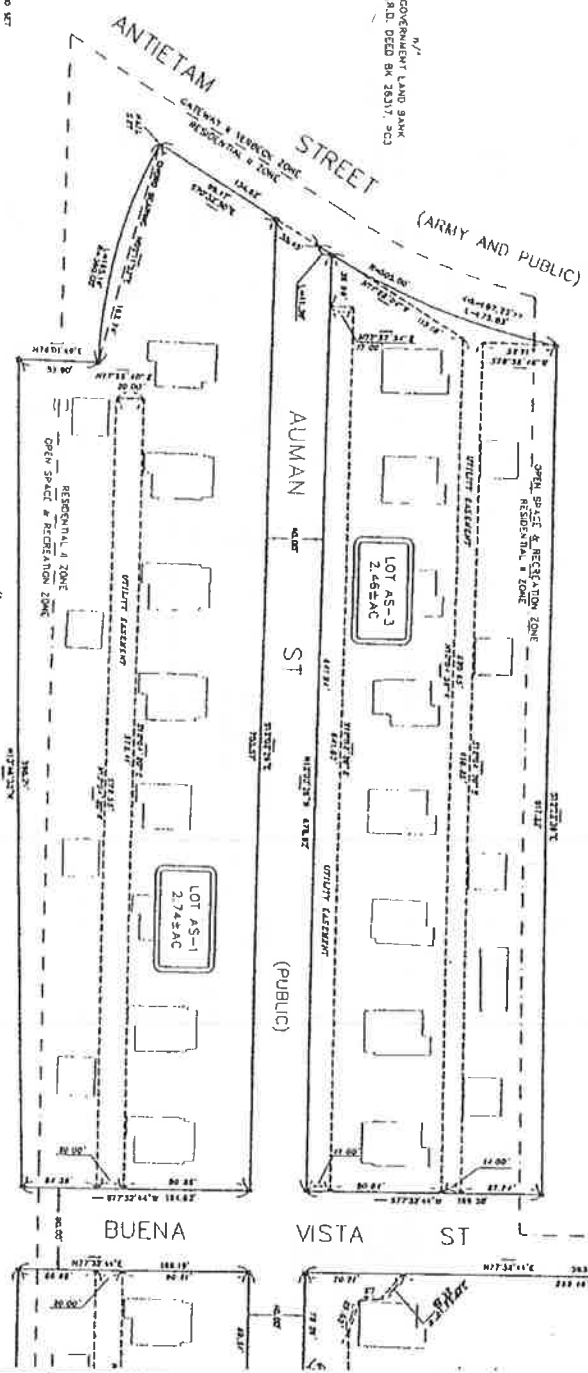
1-18-01

DATE



N/A
 THE GOVERNMENT LAND BANK
 M.S.D. R.D. DEED BK 28317, PG 3

N/A
 THE GOVERNMENT LAND BANK
 M.S.D. R.D. DEED BK 28317, PG 3



N/A
 THE GOVERNMENT LAND BANK
 M.S.D. R.D. DEED BK 28317, PG 3

LEGEND

- 1. STOK ROAD KIT
- 2. 1/8" = 10' KIT
- 3. LAYOUT PLACING/STRUCTURE



hse
 HOWE SURVEYING
 ASSOCIATES, INC.
 LAND SURVEYORS
 1000 W. 10th Street
 Phoenix, AZ 85001
 (602) 944-1234

N/A
 THE GOVERNMENT LAND BANK
 M.S.D. R.D. DEED BK 28317, PG 3

NO.	DATE	DESCRIPTION
1	11/18/10	PRELIMINARY PLAN
2	01/14/11	FINAL PLAN
3	01/14/11	FINAL PLAN
4	01/14/11	FINAL PLAN
5	01/14/11	FINAL PLAN
6	01/14/11	FINAL PLAN
7	01/14/11	FINAL PLAN
8	01/14/11	FINAL PLAN
9	01/14/11	FINAL PLAN
10	01/14/11	FINAL PLAN

AYER/HARVARD, MASSACHUSETTS
 PLAN OF EASEMENTS LOTS AS-1, AS-3
 AUMAN & BUENA VISTA STREETS
 SCALE: 1" = 40'
 SHEET 1 OF 3



1-18-01

TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF I HAVE MADE AND BELIEVE I HAVE MADE A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AND THE ORIGINAL SURVEY RECORD IS IN MY POSSESSION OR CONTROL.

- NOTES:
- 1) THE NUMBER OF THIS PLAN IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE.
 - 2) ALL INFORMATION AND RECORDS ARE TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE.
 - 3) THIS PLAN IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE.
 - 4) ALL INFORMATION AND RECORDS ARE TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE.
 - 5) ALL INFORMATION AND RECORDS ARE TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE.
- REFERENCES:
- 1) PLAN ENTITLED "AYER/HARVARD MASSACHUSETTS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100" RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON STATE ON JANUARY 1, 2000.
 - 2) RECORD OF WASHINGTON PLAT 773 OF 2000 RECORDED IN WASHINGTON, DC ON JANUARY 1, 2000.
 - 3) WASHINGTON PLAT 773 OF 2000 RECORDED IN WASHINGTON, DC ON JANUARY 1, 2000.
 - 4) WASHINGTON PLAT 773 OF 2000 RECORDED IN WASHINGTON, DC ON JANUARY 1, 2000.

Declaration of Utility Easement

94554

DECLARATION OF UTILITY EASEMENT

30/00MB

KNOW ALL MEN BY THESE PRESENTS that Mass Devens Limited Partnership, a Massachusetts limited partnership having a usual place of business at 380 Union Street, West Springfield, Hampden County, Massachusetts, on its own behalf and on behalf of its successors and assigns, does hereby reserve the perpetual right to lay, construct, run, operate, inspect, maintain, repair, replace and remove conduit, lines, cables, wires and associated equipment for the transmission and/or distribution of electricity in the "20' Utility Easement" areas shown on the plan entitled "Plan of Reserved Utility Easements", Location: Estates at Harvard Hills, Auman & Buena Vista Streets, Ayer and Harvard, MA, Prepared for: Mass Devens Limited Partnership, 380 Union St., Suite 300, W. Springfield, MA 01089" prepared by Howe Surveying Associates, Inc. dated June 12, 2001, Scale 1" = 60', recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds simultaneously herewith, to connect the same to other such conduit, lines, cables, wires and associated equipment adjacent to or contiguous with the easement areas, and to temporarily come upon the land of the Grantor for such purposes; provided that all such shall be underground and provided further the Grantee shall, after undertaking any of the foregoing, restore the premises to their condition prior thereto. All such conduit, lines, cable, wire and associated equipment shall remain the property of the Grantee. The Grantor, its successors and assigns, shall refrain from erecting any surface or subsurface structures in the easement area, or granting the use thereof to others, which might damage or interfere with Grantee's use thereof as herein provided without the Grantee's written consent, which consent shall not be unreasonably withheld, provided, however, that the easement are may be landscaped and/or paved over and used for lawns, roadways, sidewalks, or similar purposes.

For the Grantor's Title see Deed from Massachusetts Development Finance Agency dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 90, and the Middlesex County Southern District Registry of Deeds in Book 31583, Page 539.


IN WITNESS WHEREOF, this Easement has been executed by the Grantor as of this 22nd day of June, 2001.


* Plan Book 769 plan 120

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

By Nepsa 2000 Property Investors, Inc.
Its General Partner

01 JUN 29 PM 3:17

By 
Fred Anthony
Its Vice President

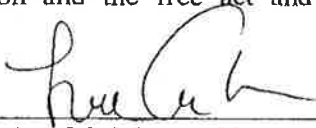
By 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

June 22 , 2001

Then personally appeared the above-named Fred Anthony and Jeremy Pava, Vice President and Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,


Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007

pmc

ATTEST: WORC. Anthony J. Vigliotti, Register



HOWE SURVEYING ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
3000 W. BROADWAY, SUITE 100
SPRINGFIELD, VA 22154
TEL: 540-433-1234
FAX: 540-433-1235
WWW.HOWESURVEYING.COM



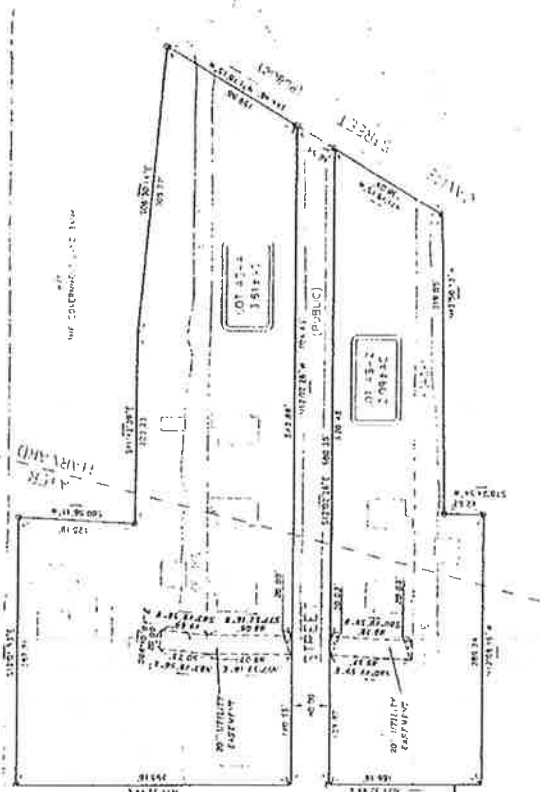
PLAN OF RESERVED UTILITY EASEMENTS

ESTATES AT HARVARD HILLS
ADAM & BUENA VISTA STREETS
AYER & HARVARD, VA

M&S DEVCO LIMITED PARTNERSHIP
340 GENEY ST., SUITE 200
SPRINGFIELD, VA 22154

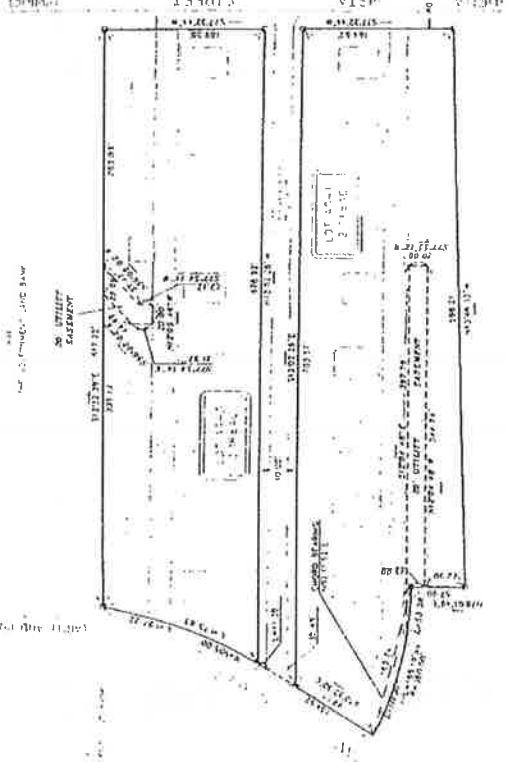
NO. OF LOTS	2
TOTAL AREA	1.38 AC
RESERVED AREA	0.00 AC
NET AREA	1.38 AC

DATE	12/14/18
PROJECT	ESTATES AT HARVARD HILLS
BY	[Signature]
SCALE	AS SHOWN



SEE SHEET 109 FOR EASEMENTS TO THE SOUTH

THIS PLAN IS THE PROPERTY OF HOWE SURVEYING ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HOWE SURVEYING ASSOCIATES, INC.



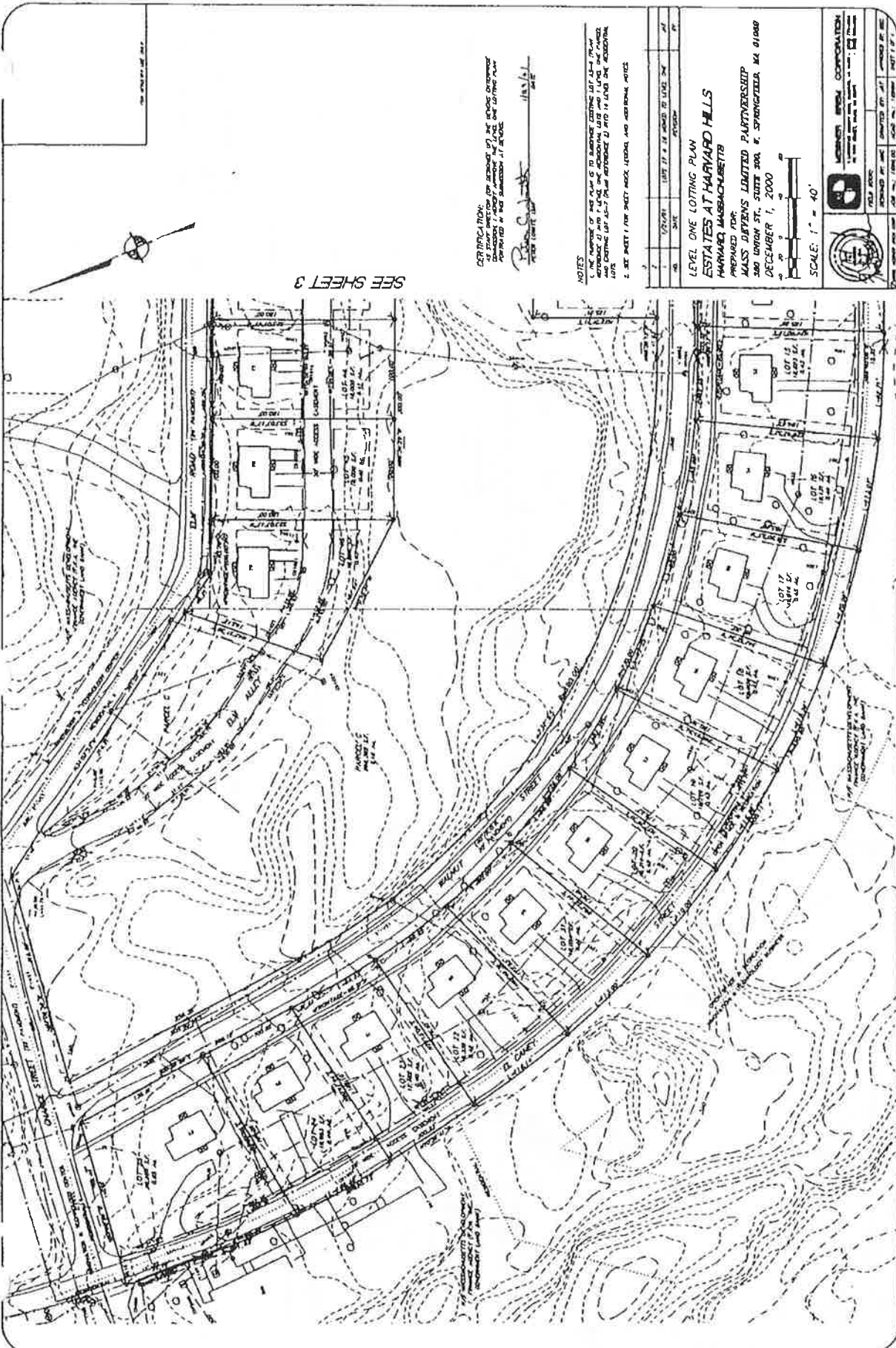
SEE SHEET 109 FOR EASEMENTS TO THE SOUTH

SEE SHEET 109 FOR EASEMENTS TO THE SOUTH

THIS PLAN IS THE PROPERTY OF HOWE SURVEYING ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HOWE SURVEYING ASSOCIATES, INC.

SEE SHEET 109 FOR EASEMENTS TO THE SOUTH

Subdivision Plans



FOR REFERENCE:
 THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.

NOTES:
 1. THE NUMBER OF LOTS IS SUBJECT TO SURVEY CONDITIONS AND THE FIELD OF VISION OF THE LOTS IS SUBJECT TO THE FIELD OF VISION OF THE LOTS.
 2. SEE SHEET 1 FOR SHEET INDEX, LEGEND, AND GENERAL NOTES.

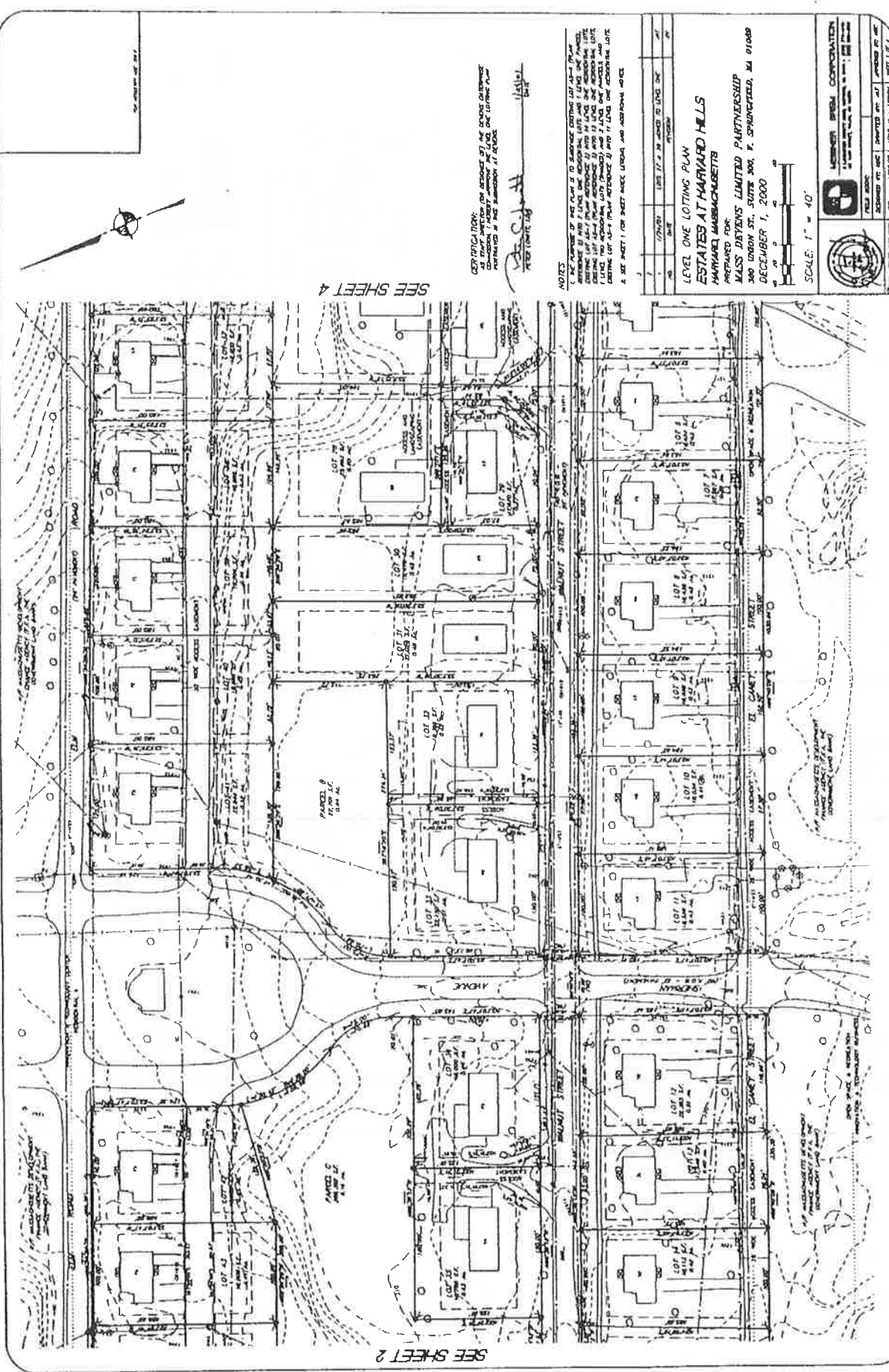
NO.	DATE	DESCRIPTION
1	10/20/00	ISSUE 11 - 11 SHEETS IN TOTAL
2	11/15/00	ISSUE 12 - 12 SHEETS IN TOTAL

LEVEL ONE LOTTING PLAN
 ESTATES AT HARVARD HILLS
 HARVARD MASSACHUSETTS
 PREPARED FOR:
 MASS. DUTYENS LIMITED PARTNERSHIP
 300 UNION ST. SUITE 300, F. SPRINGFIELD, MA 01108
 DECEMBER 1, 2000



SCALE: 1" = 40'

ROBERT E. SMITH
 ENGINEER
 MASSACHUSETTS
 LICENSE NO. 10000



CERTIFICATION:
 I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original as filed in my office, and that the same conforms to the requirements of the laws of the Commonwealth of Massachusetts.

NOTES:
 1. THE LOTS ARE TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN AND THE SUBDIVISION IS TO BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MASSACHUSETTS LAND USE AND ZONING ACT, CHAPTER 40A, SECTION 2C, AND THE MASSACHUSETTS LAND USE AND ZONING REGULATIONS, CHAPTER 80C, SECTION 1.0. THE LOTS ARE TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAN AND THE SUBDIVISION IS TO BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MASSACHUSETTS LAND USE AND ZONING ACT, CHAPTER 40A, SECTION 2C, AND THE MASSACHUSETTS LAND USE AND ZONING REGULATIONS, CHAPTER 80C, SECTION 1.0.

DATE	DESCRIPTION
12/1/2000	ISSUED FOR PERMITTING
12/1/2000	ISSUED FOR PERMITTING

LEVEL ONE LOTTING PLAN
 ESTATES AT HARVARD HILLS
 HARVARD, MASSACHUSETTS
 MASS' REVENUE LIMITED PARTNERSHIP
 300 NORTH ST., SUITE 300, F. SPRINGFIELD, MA 01108
 DECEMBER 1, 2000

SCALE: 1" = 40'

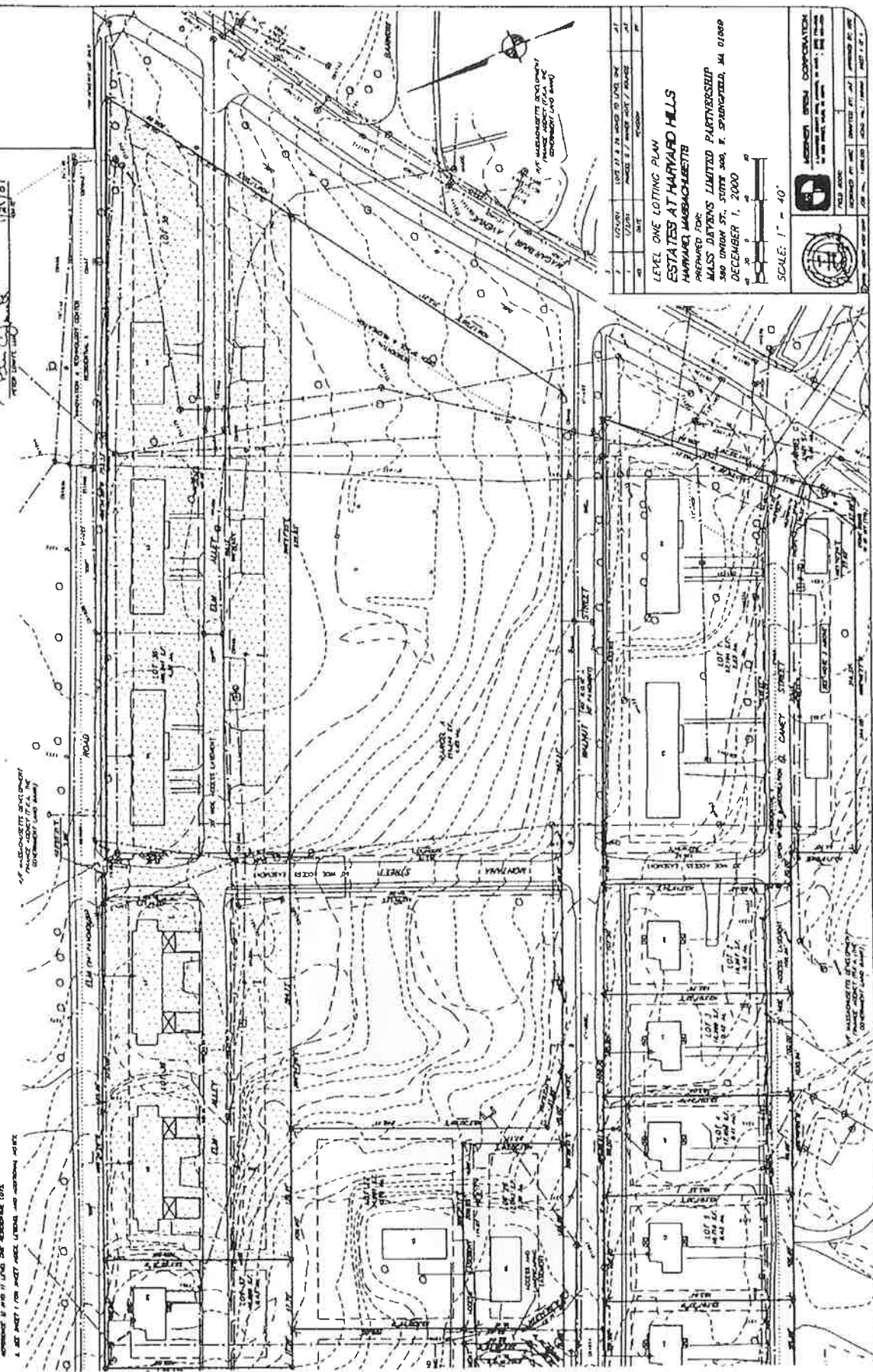
REGISTERED PROFESSIONAL ENGINEER
 MASSACHUSETTS
 REG. NO. 10100
 JOHN J. HARRIS, P.E.
 100 STATE STREET, SUITE 200, BOSTON, MA 02109
 TEL: 617-552-1111
 FAX: 617-552-1112
 WWW: WWW.HARRIS-ENGINEERS.COM

CONTRACTOR'S NOTE:
 THIS PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEERING COMMISSION.

NOTES:
 1. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 2. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 3. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 4. SEE SHEET 1 FOR ALLEY, LAYOUT, AND APPROXIMATE AREA.

NOTES:
 1. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 2. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 3. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 4. SEE SHEET 1 FOR ALLEY, LAYOUT, AND APPROXIMATE AREA.

NOTES:
 1. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 2. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 3. THE PROPERTY IS BOUND BY THE STATE OF MASSACHUSETTS TO THE NORTH AND WEST AND BY THE STATE OF CONNECTICUT TO THE SOUTH AND EAST.
 4. SEE SHEET 1 FOR ALLEY, LAYOUT, AND APPROXIMATE AREA.



SEE SHEET 3

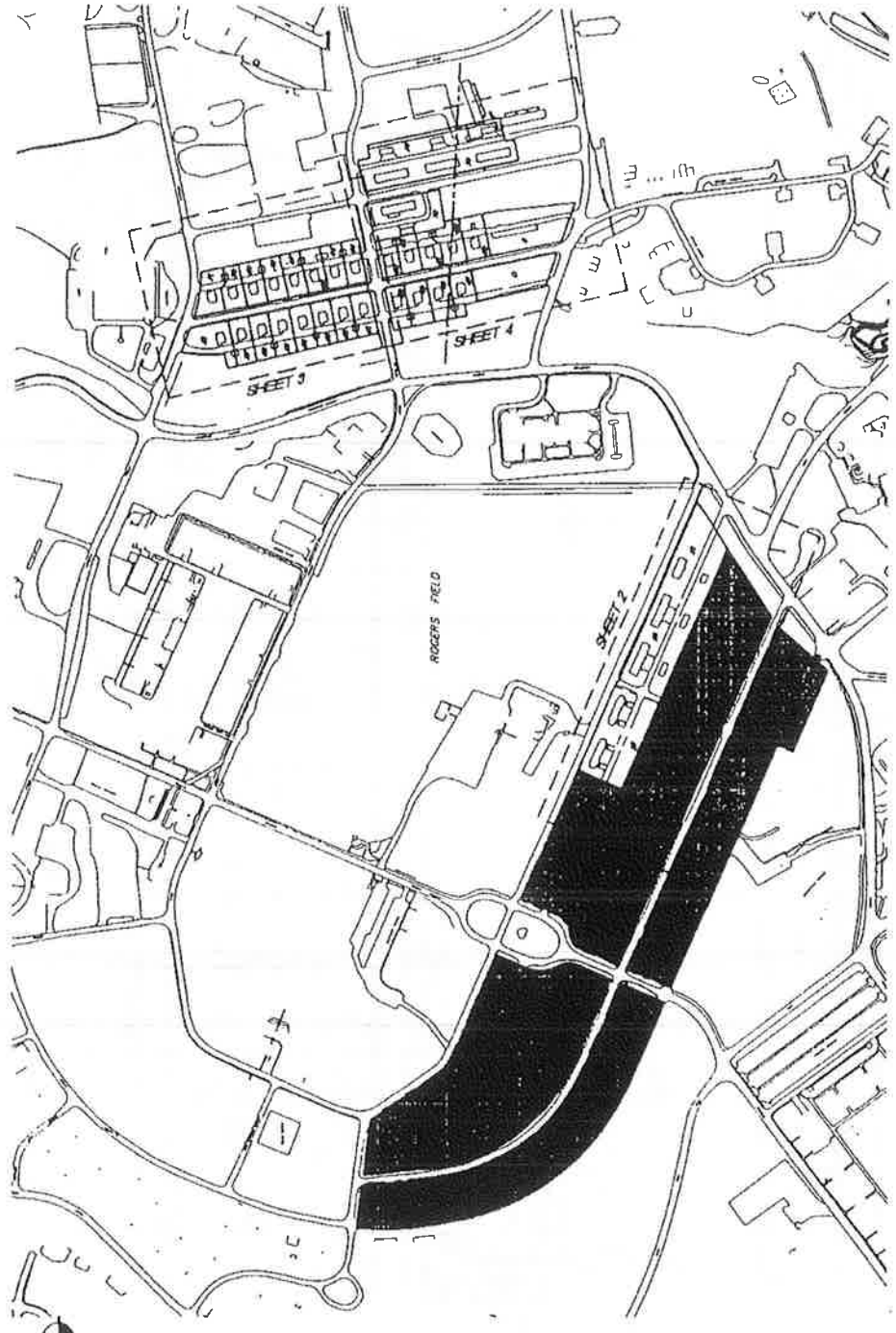
LOT	AREA	DATE
101	100.00	1/1/01
102	100.00	1/1/01
103	100.00	1/1/01
104	100.00	1/1/01
105	100.00	1/1/01
106	100.00	1/1/01
107	100.00	1/1/01
108	100.00	1/1/01
109	100.00	1/1/01
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197	100.00	1/1/01
198	100.00	1/1/01
199	100.00	1/1/01
200	100.00	1/1/01

LEVEL ONE LOTTING PLAN
ESTATES AT HARVARD HILLS
 HARVARD, MASSACHUSETTS

PREPARED FOR:
 MASS DEVENS LIMITED PARTNERSHIP
 360 UNION ST., SUITE 300, W. SPRINGFIELD, MA 01106
 DECEMBER 1, 2000

SCALE: 1" = 40'

MASSACHUSETTS ENGINEERING BOARD
 REG. NO. 10000
 EXPIRES 12/31/01
 REGISTERED PROFESSIONAL ENGINEER
 JOHN J. BROWN, JR.
 1000 STATE ST., SUITE 1000
 BOSTON, MA 02118
 TEL: 617-552-1100
 FAX: 617-552-1101



NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 1992 EDITION OF THE NATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND STRUCTURES IN PLACE AND UNHARMED.
5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND PAVEMENT.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES IN PLACE AND UNHARMED.
7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES IN PLACE AND UNHARMED.

PLAN REFERENCES

PLAN NO.	DESCRIPTION
100-100-100	GENERAL LAYOUT
100-100-200	PLUMBING
100-100-300	ELECTRICAL
100-100-400	Mechanical
100-100-500	Structural
100-100-600	Foundation
100-100-700	Interior Finish
100-100-800	Exterior Finish
100-100-900	Site Work

DATE: 12/15/94

BY: [Signature]

CHECKED: [Signature]

PLAN REFERENCES

1. The drawings are intended to be used in conjunction with the general contract documents and specifications. All dimensions and locations shall be as shown unless otherwise indicated.

2. The contract documents and specifications shall govern in the event of any conflict with these drawings.

3. The contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.

4. The contractor shall maintain access to all adjacent properties at all times.

5. The contractor shall maintain all utilities and structures in place and unharmed.

6. The contractor shall maintain all existing driveways and pavement.

7. The contractor shall maintain all existing utilities and structures in place and unharmed.

8. The contractor shall maintain all existing utilities and structures in place and unharmed.

PLAN REFERENCES

1. The drawings are intended to be used in conjunction with the general contract documents and specifications. All dimensions and locations shall be as shown unless otherwise indicated.

2. The contract documents and specifications shall govern in the event of any conflict with these drawings.

3. The contractor shall be responsible for obtaining all necessary permits and approvals from the local authorities.

4. The contractor shall maintain access to all adjacent properties at all times.

5. The contractor shall maintain all utilities and structures in place and unharmed.

6. The contractor shall maintain all existing driveways and pavement.

7. The contractor shall maintain all existing utilities and structures in place and unharmed.

8. The contractor shall maintain all existing utilities and structures in place and unharmed.

LEVEL 100 LOTTING PLAN - INDEX AND NOTES

ESTATES AT HARVARD HILLS

AYER AND HARVARD MARSHMENTS

PREPARED FOR:

MASS DRYERS LIMITED PARTNERSHIP

380 UNION ST., SUITE 300, B. SPRINGFIELD, MA 01108

DECEMBER 1, 2000

SCALE: 1" = 200'

MERRILL PETERSON CORPORATION

1000 MAIN ST., SUITE 100, BOSTON, MA 02110

TEL: 617-261-1100

FAX: 617-261-1101

PROJECT NO. 100-100-100

DATE: 12/15/94

BY: [Signature]

CHECKED: [Signature]

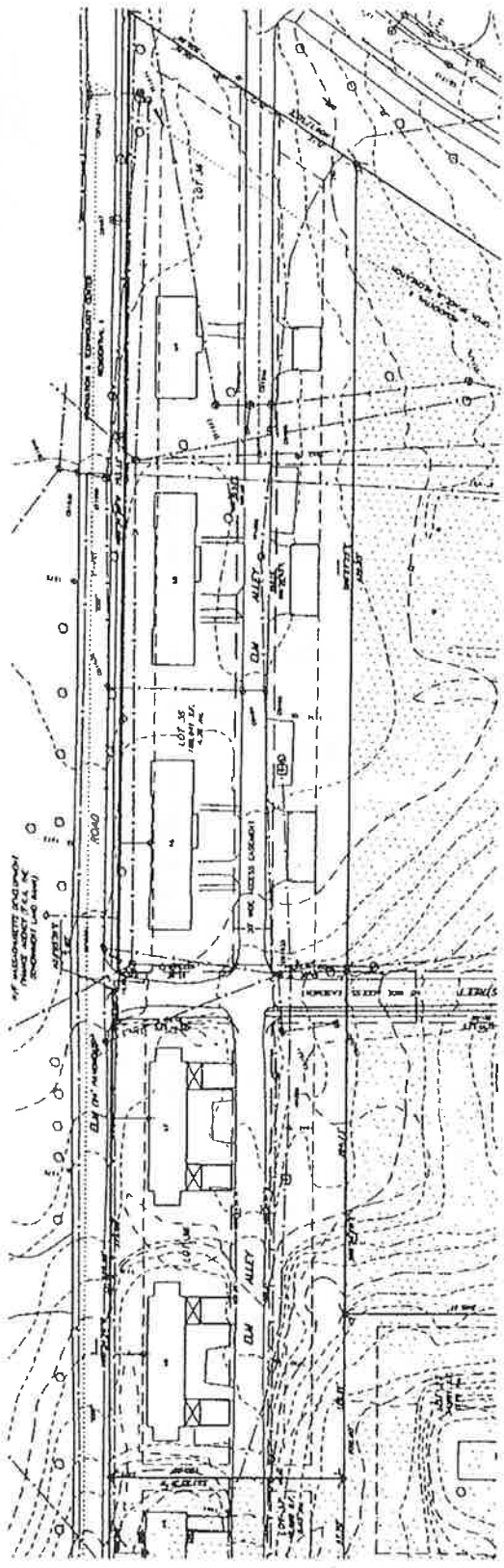
SITE OVERVIEW AND SHEET INDEX

DATE: 12/15/94

BY: [Signature]

CHECKED: [Signature]

[Handwritten signatures and notes in the top left corner of the drawing area.]

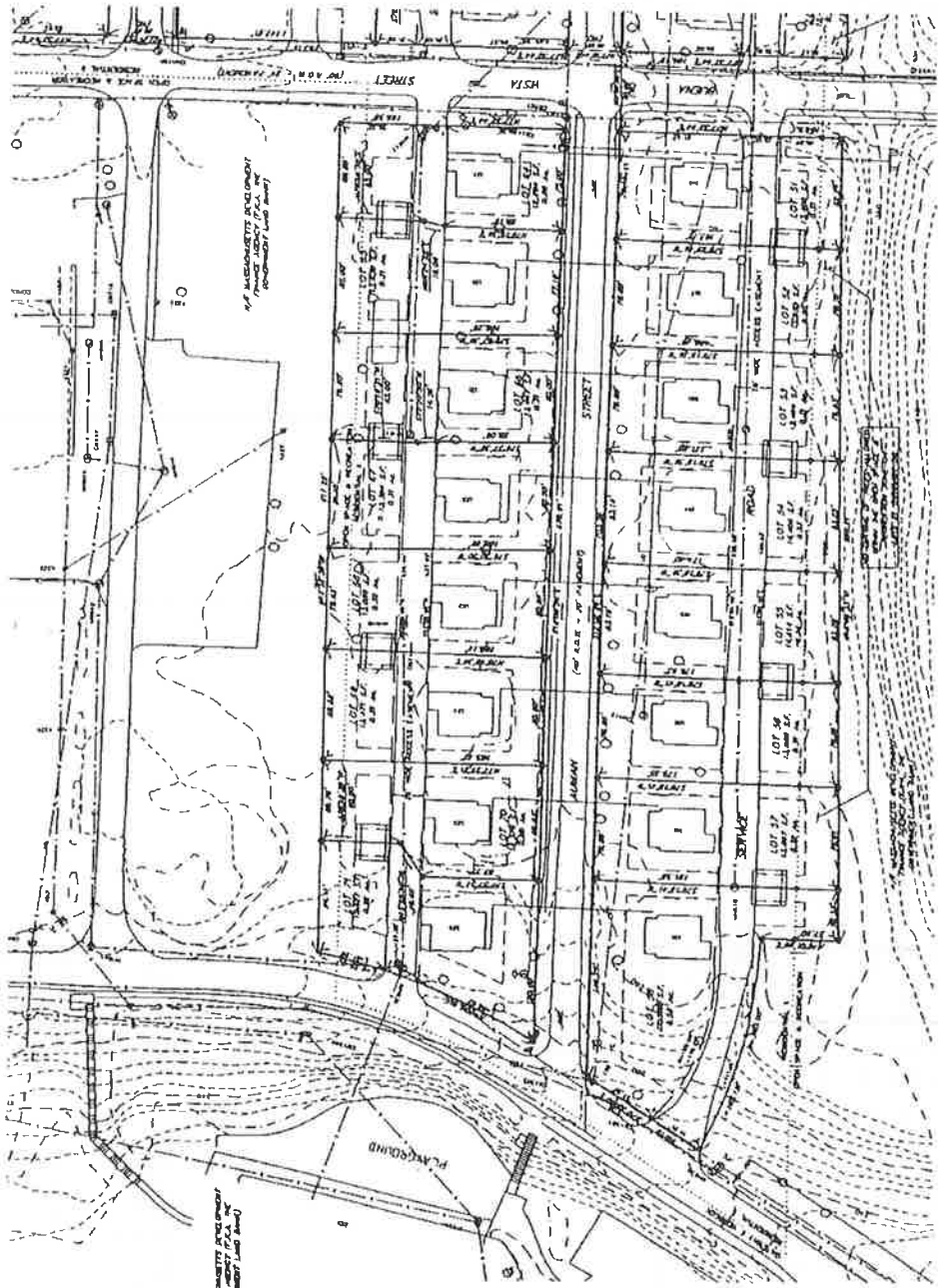


SHEET NO. 11 OF 11
 PREPARED BY: [Name]
 DATE: [Date]

DATE	1977 11 24	NO. OF SHEETS	11
PROJECT	LEVEL TWO LOTTING PLAN		
CLIENT	ESTATES AT HARVARD HILLS		
PREPARED FOR	HARVARD MASSACHUSETTS		
PREPARED BY	KALSS DRYDEN'S LIMITED PARTNERSHIP		
ADDRESS	300 UNION ST., SUITE 300, N. SPANGLERFIELD, MA 01089		
DATE	DECEMBER 1, 2000		

SCALE: 1" = 40'
 NORTH ARROW

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 THE CLIENT HAS REVIEWED AND APPROVED THIS PLAN.
 THE ENGINEER HAS REVIEWED AND APPROVED THIS PLAN.
 THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN.
 THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED.
 THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.



DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]



1. THIS PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

NOTES

1. THE PURPOSE OF THIS PLAN IS TO SUBMIT THE LAYOUT OF THE LOTTING PLAN AND TO SHOW THE LOCATION OF THE BUILDINGS AND THE PLACEMENT OF THE UTILITIES AND TO SHOW THE GENERAL LAYOUT OF THE LOTTING PLAN.

2. SEE SHEET 1 FOR SHEET INDEX, NOTES, AND ADDITIONAL NOTES.

**LEVEL TWO LOTTING PLAN
ESTATES AT HARVARD HILLS
AYER AND HARVARD, MASSACHUSETTS**

PREPARED FOR:
 MASS DEVENS LIMITED PARTNERSHIP
 300 WILSON ST., SUITE 300, K. SPANGFIELD, MA 01089
 DECEMBER 1, 2000



SCALE: 1" = 40'

MERRITT DEVS CORPORATION
 100 STATE ST., SUITE 1000, BOSTON, MA 02109
 TEL: 617-552-1000 FAX: 617-552-1001
 WWW.MERRITDEV.COM

SHEET NO. 2 OF 4
 DATE: 12/1/00
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

DATE: 12/1/00
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: LEVEL TWO LOTTING PLAN
 SHEET NO. 2 OF 2



A MAJOR ROAD BEING ILLUSTRATED BY DOTTED DASHES
 IS NOT TO BE CONSIDERED AS A PART OF THE
 PROPOSED DEVELOPMENT.

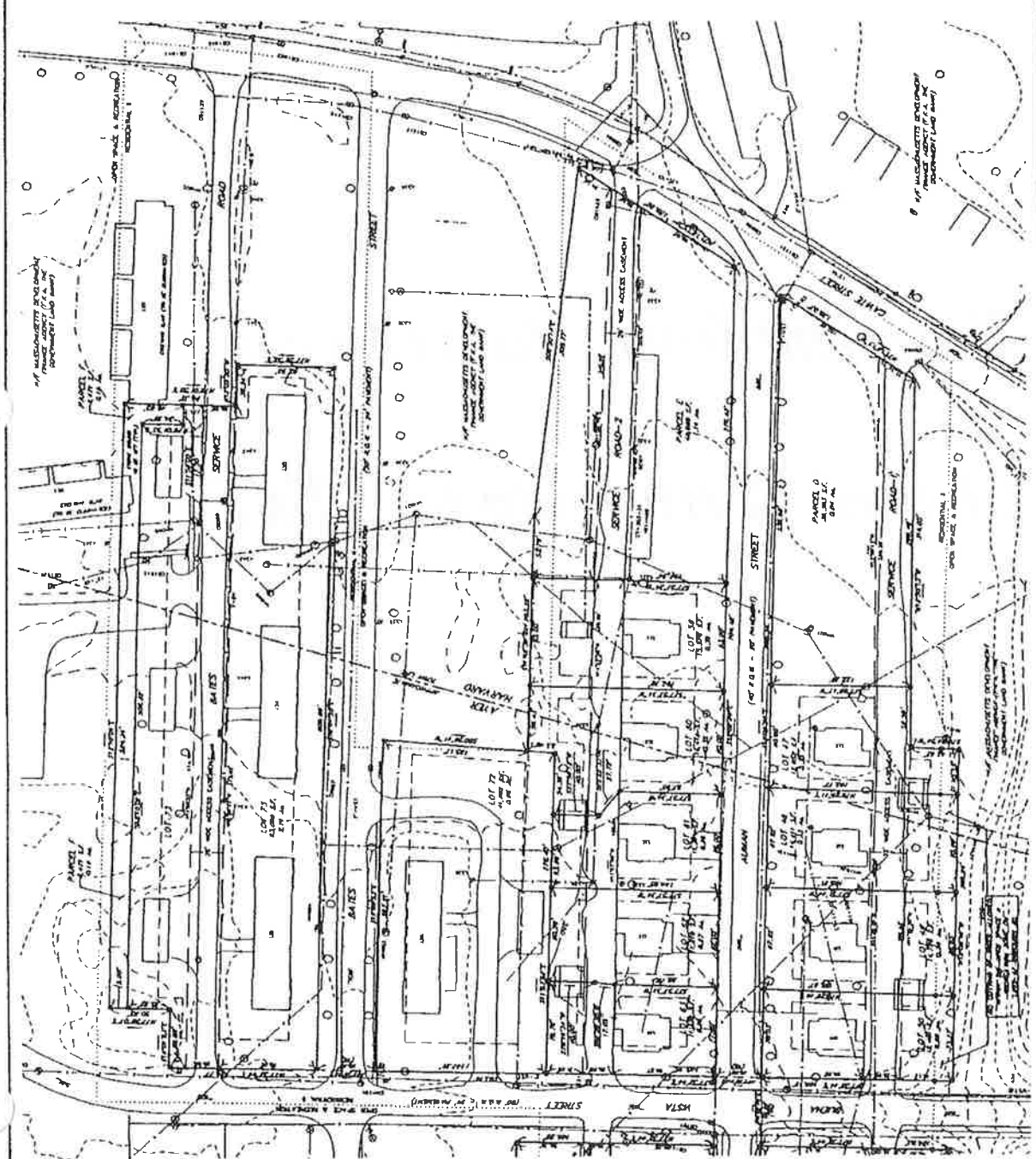
NOTES:
 1. THE BOUNDARY OF THE LAND IS TO BE DETERMINED BY THE SURVEYOR'S FIELD NOTES AND THE RECORDS OF THE MASS DEPARTMENT OF REVENUE AND TAXATION.
 2. THE BOUNDARY OF THE LAND IS TO BE DETERMINED BY THE SURVEYOR'S FIELD NOTES AND THE RECORDS OF THE MASS DEPARTMENT OF REVENUE AND TAXATION.
 3. THE BOUNDARY OF THE LAND IS TO BE DETERMINED BY THE SURVEYOR'S FIELD NOTES AND THE RECORDS OF THE MASS DEPARTMENT OF REVENUE AND TAXATION.
 4. SET SHEET 1 FOR SHEET NO. 1 AND ADDITIONAL SHEETS.

1	12/1/00	12/1/00	12/1/00
2	12/1/00	12/1/00	12/1/00
3	12/1/00	12/1/00	12/1/00
4	12/1/00	12/1/00	12/1/00

LEVEL TWO LOTTING PLAN
 ESTATES AT HARVARD HILLS
 4189 AND HARVARD HARVARDSTREETS
 PREPARED FOR
 MASS DAVENPORT PARTNERSHIP
 340 UNDER ST. SUITE 300, # SPRINGFIELD, MA 01108
 DECEMBER 1, 2000

SCALE: 1" = 40'

MASS DAVENPORT PARTNERSHIP
 340 UNDER ST. SUITE 300, #
 SPRINGFIELD, MA 01108
 SHEET 2 OF 2



SEE SHEET 3

Easement from Mass Devens

Limited Partnership to AT&T

94556

EASEMENT

30/00mz

KNOW ALL MEN BY THESE PRESENTS that **MASS DEVENS LIMITED PARTNERSHIP**, a Massachusetts limited partnership having a usual place of business at 380 Union Street, West Springfield, Hampden County, Massachusetts, (hereinafter called the "Grantor"), for consideration of less than one hundred dollars, grants to **AT&T CSC, Inc.**, a Delaware corporation offering services as **AT&T BROADBAND**, having its principal place of business at 6 Campanelli Drive, Andover, Massachusetts 01810, together with its respective successors and assigns (hereinafter called the "Grantee"), without covenants, the perpetual right to lay, construct, run, operate, inspect, maintain, repair, replace and remove conduit, lines, cables, wires and associated equipment for the transmission and/or distribution of data, intelligence and telecommunication signals in the "access easement" areas shown on the set of plans entitled " 'Level One Lotting Plan' and 'Level Two Lotting Plan' ", The Estates At Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" prepared by Meisner Brem Corporation dated December 1, 2000, recorded with the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto, and within a five foot (5') strip of land on either side of the boundary line separating any Lot shown on said plan, to connect the same to other such conduit, lines, cables, wires and associated equipment adjacent to or contiguous with the easement areas, and to temporarily come upon the land of the Grantor for such purposes; provided that all such shall be underground and provided further the Grantee shall, after undertaking any of the foregoing, restore the premises to their condition prior thereto. All such conduit lines, cable, wire and associated equipment shall remain the property of the Grantee. The Grantor, its successors and assigns, shall refrain from erecting any surface or subsurface structures in the easement area, or granting the use thereof to others, which might damage or interfere with Grantee's use thereof as herein provided without the Grantee's written consent, which consent shall not be unreasonably withheld; provided, however, that the easement area may be landscaped and/or paved over and used for lawns, roadways, sidewalks, or similar purposes.

For the Grantor's Title see Deed from Massachusetts Development Finance Agency dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 90, and the Middlesex County Southern District Registry of Deeds in Book 31583, Page 539.

- * Plan Book 769 plan 122
- * Plan Book 769 plan 123

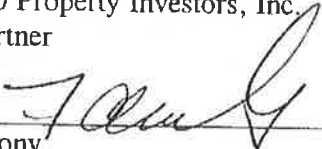
Worcester County Worcester District Registry of Deeds

01 JUN 29 PM 3:18

IN WITNESS WHEREOF, this Easement has been executed by the Grantor as of this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts limited partnership

By Nepsa 2000 Property Investors, Inc.
Its General Partner

By 
Fred Anthony
Its Vice President

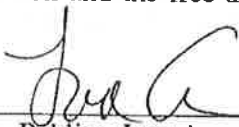
By 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

June 22, 2001

Then personally appeared the above-named Fred Anthony and Jeremy Pava, Vice President and Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,


Notary Public: Lou Ann M. Morse
My Commission Expires: 9/20/2007

Handwritten initials

ATTEST: WORC. Anthony J. Vigliotti, Register

*Easement from Mass Devens
Limited Partnership to Verizon
New England, Inc.*

94555

BK 2434 | PG 332

30/Book

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **MASS DEVENS LIMITED PARTNERSHIP**, a Massachusetts limited partnership having a usual place of business at 380 Union Street, West Springfield, Hampden County, Massachusetts, (hereinafter called the "Grantor"), for consideration of less than one hundred dollars, grants to **VERIZON NEW ENGLAND, INC.**, a New York corporation, having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02110, together with its respective successors and assigns (hereinafter called the "Grantee"), the perpetual right and easement to lay, construct, run, operate, inspect, maintain, repair, replace and remove conduit, lines, cables, wires and associated equipment for the transmission and/or distribution of data, intelligence and telecommunication signals in the "access easement" areas shown on the set of plans entitled "Level One Lotting Plan" and "Level Two Lotting Plan"; The Estates At Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" prepared by Meisner Brem Corporation dated December 1, 2000, recorded with the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto and within a five foot (5') strip of land on either side of the boundary line separating any Lot shown on said plan, to connect the same to other such conduit, lines, cables, wires and associated equipment adjacent to or contiguous with the easement areas, and to temporarily come upon the land of the Grantor for such purposes; provided that all such shall be underground and provided further the Grantee shall, after undertaking any of the foregoing, restore the premises to substantially the same condition that existed prior thereto. All such conduit lines, cable, wire and associated equipment shall remain the property of the Grantee. The Grantor, its successors and assigns, shall refrain from erecting any surface or subsurface structures in the easement area, or granting the use thereof to others, which might damage or interfere with Grantee's use thereof as herein provided without the Grantee's written consent, which consent shall not be unreasonably withheld; provided, however, that the easement area may be landscaped and/or paved over and used for lawns, roadways, sidewalks, or similar purposes.

For the Grantor's Title see Deed from Massachusetts Development Finance Agency dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 90, and the Middlesex County Southern District Registry of Deeds in Book 31583, Page 539.

*Plan Book 769 plan 122
 *Plan Book 769 plan 123

RECORD AND RETURN TO:

Verizon
 Attn: Kelly-Ann Condon
 15 Chestnut Street
 Worcester, MA 01609

MARCUS, ERRICO, EMMER & BROOKS, P.C.
 45 BRAINTREE HILL OFFICE PARK, SUITE 107
 BRAINTREE, MA 02184


01 JUN 29 PM 3:17

RECORDING DIVISION STAFF

IN WITNESS WHEREOF, this Easement has been executed the Grantor as of this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts limited partnership

By Nepsa 2000 Property Investors, Inc.
Its General Partner

By 
Fred Anthony
Its Vice President


By 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

June 22, 2001

Then personally appeared the above-named Fred Anthony and Jeremy Pava, Vice President and Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,


Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007



ATTEST: WORC. Anthony J. Vigliotti, Register

*Declaration of Covenants,
Conditions, Easements and
Restrictions*

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

94557

of THE ESTATES AT HARVARD HILLS

69/00MB

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT HARVARD HILLS (the "Declaration"), is made this day by the Mass Devens Limited Partnership, a Massachusetts limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Ayer and Harvard, Massachusetts, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and shown on a set of plans entitled "Level One Lotting Plan" and "Level Two Lotting Plan", Estates at Harvard Hills, Ayer and Harvard, Massachusetts Prepared For: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" dated December 1, 2000, Prepared by Meisner Brem Corporation, recorded at Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto (collectively, such real estate, together with any additional real estate that becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate"); and

WHEREAS, The Real Estate is divided into residential Lots in order to create a residential community to be known as "The Estates at Harvard Hills Homeowners Association, Inc." with, among other things, landscape easements, drainage easements, utility easements, access easements and common areas for the benefit of such residential community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values of the lots in such community and the common areas therein and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values of the lots in said community, to create an organization to which shall be delegated and assigned, among other things, the powers of owning, maintaining and administering any common areas located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

*Plan Book 709 plan 122
*Plan Book 709 plan 123

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WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the Commonwealth of Massachusetts, a not-for-profit corporation under the name "The Estates at Harvard Hills Homeowners Association" or a similar name for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that the Real Estate, including any additional real estate that may be subjected to this Declaration as provided herein, shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and shall be binding on, and inure to the benefit of, all persons or entities now or hereafter having any right, title, or interest in the Real Estate or any part thereof, their heirs, successors, successors-in-title, and assigns. Declarant, for itself and its successors and assigns, reserves the right and privilege to subject Additional Land (as hereinafter defined) to the terms and provisions of this Declaration by recording with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds, an amendment or supplement to this Declaration making reference to the terms and provisions hereof and purporting to subject such Additional Land to the provisions hereof. Such amendment or supplement shall not require the vote or approval of any Owners or Mortgagees. To the extent any such vote or approval is required, it shall be deemed that the Declarant has been given an irrevocable power of attorney to so vote and/or approve of such addition on behalf of the Owners and Mortgagees for which the Declarant shall have a power coupled with an interest. Any such Additional Land, from and after being so subjected to the provisions of this Declaration, shall be deemed a part of the Real Estate for all purposes of this Declaration. Additionally, the Declarant reserves the right to convert, subdivide and withdraw portions of the hereinafter defined Common Area into individual Lots and to build thereon Dwelling Units as hereinafter defined, all in accordance with Article XIV hereof.

ARTICLE I DEFINITIONS

Section 1.3. "Applicable Date" means the date determined pursuant to Section 4.3 of this Declaration.

Section 1.4. "Articles of Incorporation" means the Articles of Incorporation of the Association, as the same may be amended from time to time, as filed with the Secretary of State of the Commonwealth of Massachusetts.

Section 1.5. "Association" means The Estates at Harvard Hills Homeowners Association, Inc., or an organization of similar name, formed, or to be formed, as an Massachusetts not-for-profit corporation, its successors and assigns with a mailing address of 380 Union Street, Suite 300, West Springfield, Massachusetts 01089.

Section 1.6. "Association Documents" means this Declaration, the Articles of Organization, the By-Laws and all rules and regulations adopted by the Board of Directors.

Section 1.7. "Board of Directors" means the Board of Directors of the Association.

Section 1.8. "By-Laws" means the By-Laws of the Association, as the same may be amended from time to time.

Section 1.9. "Committee" means the "The Estates at Harvard Hills Architectural Control Committee" established pursuant to Section 6.1 of this Declaration.

Section 1.10. "Common Areas" means (i) that area designated on any Plans recorded hereunder as Common Area, (ii) all Lots conveyed by the Declarant to the Association by a deed that contains a statement to the effect that said Lot(s) are intended to be "Common Areas", (iii) the service roads designated as such on the Plan as service roads; (iv) all Easements conveyed by the Declarant to the Association by an instrument that contains a statement to the effect that such Easement is intended to the "Common Areas", and (v) all facilities and personal property owned or leased by the Association from time to time.

Section 1.11. "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, operation, maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including, without limitation, expenses for the improvement, maintenance, repair or replacement of any Easement areas, the drainage system located within and upon the Drainage Easements, the Common Areas or any streets and/or service roads within or upon the Real Estate (to the extent the same are the responsibility of the Association), (iii) all sums lawfully assessed against the Owners by the Association, and (iv) all sums declared by this Declaration to be Common Expenses.

Section 1.12. "Declarant" means Mass Devens Limited Partnership, a Massachusetts Limited Partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

Section 1.13. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Declarant no longer owns any Lot within or upon the Real Estate.

Section 1.14. "Drainage Easement" means that area designated on any Plan as a Drainage Easement, either separately or in combination with any other easement designated on such Plan, and such other drainage easements hereafter designated by Declarant as reasonably necessary for the future development of the Real Estate, provided the same do not interfere with the improvements constructed or to be constructed on the Real Estate.

Section 1.15. "Dwelling Unit" means one or more rooms connected together in a residential building which are arranged, designed, used and intended for use by one or more human beings living as a single household unit; and which includes lawful sanitary facilities and cooking, eating and sleeping space reserved solely for the occupants thereof.

Section 1.16 "Land Disposition Agreement" means that certain agreement made and entered into between the Massachusetts Development Finance Agency and the Declarant dated June 30, 2000, recorded with the Worcester County Worcester District Registry of Deeds in Book 22769,

Page 110, and with the Middlesex County Southern District Registry of Deeds in Book 31583, Page 559.

Section 1.17. "Landscape Easement" means that area designated on any Plan as a Landscape Easement, either separately or in combination with any other easement designated on such Plan.

Section 1.18. "Lot" means any numbered parcel of land shown and identified as a Lot on any Plan.

Section 1.19. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

Section 1.20. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot. The term Owner as used herein shall include Declarant so long as Declarant shall own any Lot.

Section 1.21. "Plan" means the subdivision plan of the Real Estate (as described on Schedule A) identified as the "Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, West Springfield, MA 01089 dated December 1, 2000, Prepared by Meisner Brem Corporation, Scale 1" = 200" as hereafter recorded in the Worcester District Registry of Deeds and Middlesex South Registry of Deeds (as the same may be amended or supplemented from time to time and any subdivision plan(s) for any Additional Land hereafter subjected to the provisions of this Declaration, which subdivision plans are hereafter recorded in the Worcester District Registry of Deeds and Middlesex South Registry of Deeds.

Section 1.22. "Regular Assessments" has the meaning set forth in Section 7.1 of this Declaration.

Section 1.23. "Special Assessments" has the meaning set forth in Section 7.1 of this Declaration.

Section 1.24. "Utility Easement" means that area designated on the Plan as a Utility Easement, be it water, sanitary sewer, gas, electric, telephone or cable, either separately or in combination with any other easement designated on such Plan, and such other utility easements designated or granted by Declarant as reasonably necessary for the development, current or future, of the Real Estate, provided the same do not interfere with the improvements constructed or to be constructed on the Real Estate. Any area designated on the Plan, or any other plan depicting the Real Estate, as an "Access Easement" area may also be utilized as a "Utility Easement". The placement of any pipe, wire, conduit, line main, pole or similar item used in connection with water, sanitary sewer, gas, electric, telephone or cable or similar item shall be deemed as the designation of a Utility Easement by the Declarant.

ARTICLE II
APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate, shall be subject to and shall observe and comply with the covenants, conditions, easements, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by Board of Directors on behalf of the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Declarant and the Association provided for by this Declaration, and also for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners from time to time of the Lots to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III
PROPERTY RIGHTS

Section 3.1. Owners' Easement of Enjoyment of Common Areas. Declarant hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot subject to the following:

- (i) the right of the Association (after conveyance of the Common Areas to the Association) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) of the votes cast, in person or by proxy, by all of the members of the Association entitled to vote, voting as a single voting group, present at a meeting at which a quorum is present;
- (ii) the right of the Association to grant a non-exclusive easement to the Unit Owners of The Estates At Harvard Hills Condominium to use the private ways shown on the Plans subject to such terms and conditions as may be set forth in the instrument granting the same.
- (iii) the right of the Board of Directors to suspend an Owner's right to use the Common Areas (except that access and utilities to the Dwelling Unit shall never be denied to the Owner) for any period during which such Owner shall be in default in the payment of any assessment

levied by the Association or the payment of any other amount or in the performance of any other term of this Declaration or for any violation by an Owner of the Association's rules and regulations;

- (iv) the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas; provided that the granting of such mortgage is consented to by the Owners holding two-thirds (2/3) of the votes and provided further, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, easements and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any Mortgage, irrespective of when executed;
- (v) the right (but not the obligation) of the Declarant to install, construct and dedicate to the Association playgrounds, basketball courts and/or recreation areas in and on the Common Areas;
- (vi) the Declarant's reserved easements and rights as described in this Declaration and the right of the Declarant to grant easements in and to the Common Areas to any public agency, authority, or utility for such purposes as benefit the Real Estate or portions thereof;
- (vii) all other easements declared, created or reserved elsewhere in this Declaration or in any Plan, including being shown thereon; and
- (viii) the terms and provisions of this Declaration.

Section 3.2. Any Owner may delegate, in accordance with the By-Laws and any reasonable rules and regulations promulgated from time to time by the Board of Directors, his right of enjoyment of the Common Areas to his family members or tenants who reside on the Lot or to any guests when accompanied by such Owner, family member or tenant.

Section 3.3. Prior to the conveyance of the first Lot by Declarant, Declarant shall convey all of its right, title and interest in and to the Common Areas designated as such on any Plan to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association, subject to its reserved rights as delineated in Article XIV hereof.

Section 3.4. Easements

A. Declarant hereby declares, creates and reserves the right to grant the Utility Easements (i) for the use of Declarant during the Development Period for access to and installation, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services; and (ii) for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of such utility services. Except for (i) retaining walls, sidewalks and driveways installed by Declarant or the Association or by the Owner with the approval of the Committee, or (ii) decks and/or patios approved by the Committee, no improvements or structures shall be erected or maintained upon said Utility Easements; provided, however, that any installations permitted hereby shall in all events be installed in compliance with and subject to all applicable rules or regulations of the public utility companies and governmental agencies for which such Utility Easements are herein created and reserved.

B. Declarant hereby declares, creates and reserves the right to grant the Drainage Easements (i) for the use of Declarant during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and governmental agencies having jurisdiction for access to and maintenance, repair or replacement of such drainage system; provided, however, that each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions (including providing for the installation of culverts as may be necessary to accomplish such purpose) so that the surface water drainage will be unimpeded. Except for (i) retaining walls, sidewalks and driveways installed by Declarant or the Association or by the Owner with the approval of the Committee, or (ii) decks and/or patios approved by the Committee, no improvements or structures shall be erected or maintained upon said Drainage Easements; provided, however, that any installations permitted hereby shall in all events be installed in compliance with and subject to all applicable rules or regulations of the governmental agencies for which such Drainage Easements are herein created and reserved.

C. Declarant hereby declares, creates and reserves the Landscape Easements (i) for the use of Declarant during the Development Period for access to and the installation or removal of walls, permanent signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair or replacement of walls, permanent signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements. Except as approved in writing by the Committee, no improvements or structures (including, without limitation, fences) shall be erected or maintained by any Owner in or upon said Landscape Easements.

D. Declarant hereby declares, creates and reserves the right to grant the Access Easements (i) for the use of Declarant during the Development Period for access to the Lots and Common Areas, (ii) for the use of the Owners, their family members, tenants and guests, for access to the Lots and Common Areas, (iii) for the use of the Association for access to the Lots and Common Areas, and (iv) for the use of governmental authorities, agencies, and departments for

access to the Lots and Common Areas. Except as approved in writing by the Committee, no improvements or structures (including without limitation, fences) shall be erected or maintained by any Owner in or upon said Access Easements.

E. Declarant hereby declares, creates and reserves an access easement over and across the entirety of the Real Estate (subject to the limitations hereinafter provided in this paragraph): (i) for the use of Declarant during the Development Period, and for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to the Utility Easements created and reserved herein; (ii) for the use of Declarant during the Development Period and for the use of the Association, and governmental agencies having jurisdiction for access to the Drainage Easements created and reserved herein; (iii) for the use of Declarant during the Development Period, and for the use of the Association for access to the Landscape Easements created and reserved herein; and (iv) for the use of the Declarant during the Development Period for installing and constructing improvements in or on the Common Areas. Notwithstanding the foregoing, the area of the access easement created by this paragraph shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement located on the Real Estate. The parties for whose benefit this access easement is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

F. Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby reserves unto itself, and its successors and assigns, the right to grant in the future, and the nonexclusive right, privilege, and easement in, on, over, under, and across the entirety of the Real Estate, without charge to Declarant, to tie into and/or otherwise connect to and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including (without limitation) cable television service, gas, water, electric, sewer and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Real Estate. Future grants shall be defined so as to not permanently interfere with the improvements constructed or to be constructed on the Real Estate.

G. If any Dwelling Unit and all improvements associated with it, including but not limited to patios, porches, walks, decks, and privacy fencing, or any other improvement in existence at the time Declarant transfers title to the Owner, encroaches or projects upon any other Lot or upon any portion of the Common Area as a result of the construction of such Dwelling Unit, or if any such encroachment or projection shall occur as a result of settling or shifting of such Dwelling Unit or portion thereof, there shall be an easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting Dwelling Unit or portion thereof shall stand. In the event one (1) or more Dwelling Units or portions thereof are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, or proceedings of similar import and effect, and such Dwelling Unit(s) or portions thereof are thereafter rebuilt, inadvertent encroachments or projections by such Dwelling Unit(s) or portions thereof upon any other Dwelling Unit or Lot, or upon any portion of the Common Area, in excess of any encroachment or projection which existed as a result of initial construction, due to such rebuilding, shall be permitted, and valid easements for such encroachments or projection and the maintenance thereof shall exist so long as such improvements shall stand; provided, however, that any increase in such encroachment or projection shall not be greater than two (2) feet.

H. Any lot sharing a driveway with any other Lot, or Lots, shall have an easement in common with such other Lot, or Lots, for the use thereof and such driveway shall be used and maintained so as not to impede access to any such Lot sharing the same. Unless otherwise provided herein or in the By-Laws, the Owners of the Lots sharing the use of such a driveway shall share equally in the costs of the maintenance thereof.

No rights, privileges, and easements reserved to Declarant herein shall be merged into the title of the Real Estate or any part thereof, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Real Estate.

The Board of Directors may establish reasonable rules and regulations (not inconsistent with the provisions of this Declaration) (a) governing the use and enjoyment of the Common Areas, the facilities located thereon, and individual Lots, and (b) for the enforcement of such rules and regulations and the provisions of this Declaration, including the imposition of fines and the suspension of privilege ledges. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such rules and regulations shall be binding upon the Owners, their family members, tenants, guests, invitees, and agents until and unless such rule or regulation shall be specifically overruled, cancelled, rescinded, amended or modified by the Board of Directors or by a majority of the votes cast, in person or by proxy, by all of the members of the Association, voting as a single voting group, present at a meeting at which a quorum is present. The Board of Directors shall have the authority to impose reasonable monetary fines and other sanctions for any violation of such rules and regulations, and monetary fines shall be and constitute a special assessment against the Owner against whom it is imposed and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 3.8 Character of the Community.

A. Lot Use. Except as expressly provided otherwise in this Declaration, all Lots shall be used exclusively for residential purposes and for occupancy by a single household unit with no more than two persons per bedroom plus one. No business building shall be erected on any Lot, and no trade or business of any kind may be conducted on any Lot; provided, however, that to the extent permitted by the applicable Rules of the Devens Enterprise Commission, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers.

B. Exterior Improvements. In order to preserve the natural quality and enhance the aesthetic appearance of the Real Estate, any fences, exterior lighting, basketball goal, play equipment, swimming pool, hot tub or other exterior improvement or structure or article of any kind must be approved in writing by the Committee in accordance with the provisions of Article VI of this Declaration as to size, location, height composition and appearance before it is installed. All modifications thereof must likewise be approved in writing by the Committee in accordance with the provisions of Article VI of this Declaration. Additionally, and not in limitation of the foregoing any

exterior change to, improvement of or modification to the exterior of any building on a Lot must be in compliance with and shall be subject to the legal requirements set forth in Article 2.1.bb of the Land Disposition Agreement and shall require the written approval of the Massachusetts Development Finance Agency, the Devens Enterprise Commission and the Massachusetts Historical Society.

C. Exterior Materials. All materials used on the exterior of any building on a Lot shall be subject to the approval of the Committee in accordance with the provisions of Article VI of this Declaration. All driveways must be paved. All window treatments shall have white exterior facing surfaces.

D. Diligence in Construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage unless a longer period is authorized in writing by the Committee.

E. Mobile Homes. Mobile homes shall not be permitted on any Lot.

F. Maintenance of Lots and Improvements. Except as expressly provided otherwise in this Declaration, the Owner of any Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, and, specifically, such Owner shall regularly:

- (i) Mow the grass on the Lot.
- (ii) Maintain the exterior landscaping on the Lot.
- (iii) Water the grass and the exterior landscaping and provide fertilizer and weed control at such times as may be reasonably required in order to maintain the grass and landscaping and to prevent the unsightly growth of vegetation and noxious weeds.
- (iv) Remove all debris and rubbish from the Lot.
- (v) Cut down and remove dead trees from the Lot.
- (vi) Keep the exterior of all improvements on the Lot in good repair and condition as required to avoid their becoming unsightly.
- (vii) Prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.
- (viii) Keep the yard and grounds in a neat appearance and prevent the storage of unregistered and/or inoperable motor vehicles and the storage of personal property such that it has an adverse affect on the aesthetic values of the community.

In the event the Owner of any Lot fails to so maintain his Lot or the exterior of any improvements thereon in the manner required by this Declaration as determined by the Board of Directors, the Association shall have the right (but not the obligation), through its Board of Directors, agents, officers, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements thereon. The cost thereof, including any attorneys fees and costs incurred in regard thereto, shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its Board of Directors, agents, officers, employees or contractors shall be liable for any damage which may result from any work performed hereunder.

G. Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee); and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No noxious or offensive activities shall be carried on any Lot nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and reasonable attorneys' fees, shall constitute a special assessment against the offending the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its Board of Directors, officers, agents, employees or contractors shall be liable for any damage which may result from any work performed hereunder.

H. Subdivision. Except as approved in writing by the Board of Directors and the Massachusetts Development Finance Agency, no Lot shall hereafter be further subdivided.

I. Applicable Laws. The use of Lots shall all times be in full compliance with the rules and regulations regarding use as regulated by the Devens Reuse Plan and By-Laws and the Rules and Regulations of the Devens Enterprise Commission as they may, from time to time, be amended.

J. No Waste. Nothing shall be done or kept on the Property which will increase the amount of insurance for the Common Area without the prior written approval of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be contained on the Property.

K. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning and other ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association or the Declarant, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common

Expense.

L. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, gases or other substances into the atmosphere (other than normal residential emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquids, solid wastes or other harmful matter into the ground, sewer or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

M. Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

N. Obstructions. No Person shall obstruct any of the Common Area, or otherwise impede the rightful access of any other Person lawfully on any portion of the Property. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors or the Declarant during the Development.

O. Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots or provided for in any easement or agreement. The improvements located on the Common Area, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors, and then only on a temporary basis. No other Person, other than the Board of Directors, shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

P. Clothes Drying Equipment. No exterior clotheslines or other clothes drying apparatus shall be permitted.

Q. Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

R. Garages. No garages shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the addition of replacement garages unless approved by the Board of Directors.

S. Leasing. No dwelling or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than one

year. No portion of any dwelling (other than the entire dwelling) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the lessee to comply with the Association Documents; and (ii) providing that failure to comply constitutes a default under the lease. The Board of Directors may suggest or require a standard form provision for use by Owners. The foregoing provisions of this subsection, except the restriction against use or occupancy for hotel or transient or revolving use purposes, shall not apply to Lots owned by the Association, by the Declarant or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

T. In addition to any restrictions or limitations contained elsewhere in this Declaration, the following limitations, restrictions and prohibitions shall apply to the use and occupancy of the Real Estate:

- (i) Signs. No signs or advertisements shall be displayed or placed on any Lot without the prior written approval of the Committee, other than signs provided by Declarant or the Association.
- (ii) Pets. No animals of any kind shall be raised, bred, or kept on any Lot, except that (a) normal household pets may be kept in reasonable numbers subject to rules and regulations established by the Board of Directors (provided that such pets are not kept, bred, or maintained for any commercial purpose) and (b) dogs of any breed that are determined by the Board of Directors to be of a viscous nature shall not be raised, bred, or kept on any Lot.
- (iii) Vehicles. No vehicle or watercraft shall be repaired or restored on any Lot or adjacent street, except in a carport or in a garage with the door closed. Except as approved in writing by the Board of Directors, no vehicle or watercraft shall be repaired or restored on any Lot or adjacent street, except in a carport or in a garage with the door closed. Except as approved in writing by the Board of Directors, disabled or inoperative vehicles or watercraft shall not be allowed to remain on any Lot or adjacent street, except in a garage with the door closed. Except as approved in writing by the Board of Directors, no commercial vans, trucks or tractors having a gross vehicular weight in excess of nine thousand five hundred (9,500) pounds shall be parked or stored on any Lot or adjacent street. Watercraft storage shall be permitted subject to written regulations promulgated by the Board of Directors from time to time. Except as approved in writing by the Board of Directors, no all-terrain vehicle, off-road vehicle, mini-bike, snowmobile or similar recreational vehicle and the like, shall be used or driven on any part of the Real Estate, except to enter or exit the Real Estate.
- (iv) Garbage, Trash and Other Refuse. No Owner shall burn or permit the burning out-of-doors of garbage, leaves or other refuse on his Lot, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot.

- (v) Temporary Structures. Except as approved in writing by the Board of Directors, no trailers or temporary storage sheds shall be erected or situated on any Lot, nor may any such structure or any structure of a temporary character be used as a residence. Except as approved in writing by the Board of Directors, overnight camping shall not be permitted on any vacant or unoccupied Lot or in any Common Area, nor shall any regular overnight camping be permitted on any Lot.
- (vi) Plantings. No planting, landscaping or gardening shall be done in any of the Common Areas, except as approved in writing by the Board of Directors. No hedges or shrub planting in excess of three (3) feet in height shall be permitted in any front yard. All exterior landscaping (other than flowers) that is installed or planted on any Lot shall be subject to the approval of the Committee in accordance with the provisions of Article VI of this Declaration.
- (vii) Satellite Dishes. No freestanding satellite dishes shall be installed or permitted on any Lot. With the written approval of the Committee, satellite dishes 18 inches or less in diameter are permitted on a Lot. Permitted satellite dishes shall be dwelling mounted so as not to be visible from any adjacent street. Notwithstanding the above, regulation of such 18 inch satellite dishes shall be done in compliance with Federal law.
- (viii) Antennas. Except as approved in writing by the Committee, no exposed antennas shall be installed or permitted on any Lot.
- (ix) Awnings. Except as approved in writing by the Committee, no awnings or patio covers shall be permitted on any Lot.
- (x) Tree Preservation. Except for dead trees, no trees shall be removed from any Lot without the written approval of the Committee, and all such requests for approval shall be made to the Committee in writing. In the event the Committee does not indicate in writing its approval or disapproval of a request for tree removal within thirty (30) days after submission, the Committee shall be deemed to have disapproved such request.
- (xi) Site Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such

distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- (xii) Address Identification. Individual address identification for each Lot shall be installed by each Owner in accordance with standards established by the Committee. All repairs and replacements to such standard address identification shall be consistent in color, quality and appearance with the originals thereof unless the prior written approval of the Committee is obtained.
- (xiii) Fences. Subject to the terms and conditions of Article VI of this Declaration, only fences that are five (5) feet or less in height shall be located on any Lot. No dog runs or animal pens of any kind will be permitted.
- (xiv) Time Sharing. No Dwelling Unit shall be made subject to any type of time-sharing, fraction-sharing or similar program whereby the right to exclusive use of such Dwelling Unit rotates among members of the program on a fixed or floating time schedule over a period of years.
- (xv) Firearms and Fireworks. Discharge of firearms within the Real Estate is prohibited. The term "firearms" includes bows and arrows, slingshots, "BB" guns, pellet guns and other firearms of all types, regardless of size. The possession of any type of illegal fireworks is not allowed in any Dwelling Unit or on the Real Estate.

ARTICLE IV ASSOCIATION

Section 4.1 Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership ceases, at which time his membership will terminate and the new Owner shall be and become a member of the Association.

Section 4.2 Classes of Membership. The Association shall have two (2) classes of membership, as follows:

- (i) Class A. Members. Class A members shall be all Owners other than Declarant (unless the Class B membership has been converted to Class A membership as provided in the following paragraph (ii), in which event Declarant shall then be a Class A member). Class A members shall not be entitled to vote for the election of directors, the transaction of any corporate business or any other matter until the passing of the Transition Date.
- (ii) Class B Members. The Class B member shall be Declarant. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Transition Date" (as such term is hereinafter defined in Section 4.3).

Section 4.3 Transition Date and Owner Status. As used herein, the term "Transition Date" shall mean the date which is the earlier of (a) the date on which the written resignation of Declarant as a Class B member is delivered to the Secretary of the Association, (b) until all Lots and owned by Declarant are transferred, or (c) until 15 years following the recording of this Declaration. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership), be cast with respect to such Lot.

Section 4.4. The Board of Directors shall manage the affairs of the Association.

Section 4.5 Professional Management. Notwithstanding anything to the contrary set forth herein, the Homeowner's Association shall be professionally managed at all times. Any change of management will require the consent of the Massachusetts Development Finance Agency (the "Agency") and the Commonwealth of Massachusetts acting by and through its Massachusetts Department of Housing and Community Development ("MDHCD") until such time as the Agency and MDHCD is no longer responsible for the redevelopment of Devens, which consent, subject to the limitation set forth in the next sentence, shall not be unreasonably withheld and which will be provided if the proposed management company is a professional, experienced management company managing at least three other multiple-unit (greater than six (6) units) properties, and that this Declaration will not be amended to alter the requirements set forth in this subparagraph without Agency or MDHCD consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, in no event shall Declarant cease providing management of the Homeowner's Association prior to the transfer of its interest in the Project in accordance with section 4.1 of the Land Disposition Agreement between the Agency and the Declarant, or the loss of control of the Homeowner Association, Inc., in accordance with section 4.3 above. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, on written notice of ninety (90) days or less. Such agreement shall not, however, be terminated by the Board of Directors unless, if applicable, the foregoing approvals are obtained and in all events unless a replacement management company is under contract.

Section 4.6 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to arranging for:

- (i) Installation, repair and replacement of such fences, walls, earth mounds, trees, foliage, landscaping, screening materials, signs, equipment and other improvements in and upon the Common Areas as the Board of Directors deem necessary or appropriate, and maintenance of the Common Areas and any improvements thereon in a clean and attractive condition and in good repair; provided, that in the event the Declarant elects to install or construct any swimming pools, tennis courts or recreation centers in or on any Common Areas, the cost and expense for the initial installation or construction thereof shall be the obligation and responsibility of the Declarant.

- (ii) Replacement of such fences, walls, signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements in and upon the Landscape Easements as the Board of Directors deem necessary or appropriate and maintenance of said Landscape Easements and any installation thereon installed by Declarant or the Association in a clean and attractive condition and in good repair.
- (iii) Maintenance of and repair and replacement of the curbs, gutters and streets in and upon the Access Easements and Common Areas as the Board of Directors deem necessary or appropriate.
- (iv) Replacement of the drainage system in and upon the Drainage Easements as the Board of Directors deem necessary or appropriate and the maintenance of any drainage system installed in or upon said Drainage Easements by Declarant or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Drainage Easement to keep the portion of the Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded.
- (v) Installation, maintenance, repair, replacement or removal of any equipment or facilities providing utility services to the Real Estate in or upon the Utility Easements as the Board of Directors deem necessary or appropriate, and the maintenance of any such equipment or facilities installed in or upon the Utility Easements by Declarant or the Association in good condition and repair.
- (vi) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under this Declaration and such other insurance as the Board of Directors deem necessary or advisable.
- (vii) Payment of General Services Fees as set forth under Chapter 498 of the Acts of 1993, as amended, if any, assessed against and payable with respect to the Common Areas.
- (viii) Assessment and collection from the Owners of the Common Expenses.
- (ix) Contracting for such services as management, snow removal, security control, trash removal or other services as required herein and/or as the Board of Directors deem necessary or advisable. Nothing contained herein shall be construed to require the Association to provide snow removal or other services to the Lots. In the event snow removal service is provided to all the Lots an amount therefor shall be included in the annual budget of the Association and collected as a Common Expense, with the understanding that a special assessment may be necessary in the event the amount budgeted therefor is insufficient to defray the actual snow removal costs due to

inordinate snow fall or number of snow falls during any season. Notwithstanding the above, the Association shall provide snow removal and maintenance of the private rights of way and common driveways serving one or more Lots provided, as to the latter, that the cost thereof shall be specially assessed pro rata to the Owners of the Lots served thereby. such services shall be as defined by the Board of Directors from time to time.

- (x) From time to time, adopting, overruling, canceling, rescinding, amending or modifying such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing (a) the use and enjoyment of the Common Areas, the facilities located thereon, and individual Lots and the management and administration of the Association, and enforcement of, and (b) enforcement of such rules and regulations and the provisions of this Declaration. As part of such rules and regulations, the Board of Directors may provide for reasonable interest and late charges on past due installments of any assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

In undertaking to perform any of the foregoing which involves work, maintenance, repair construction, improvement or like action, or whenever an obligation is imposed upon the Association to arrange for, perform, or otherwise accomplish any and all work, maintenance, repairs, construction, improvement or like action, the standard of care applicable thereto shall be that of ordinary due care or reasonable business judgment within budgetary constraints as determined in the sole discretion of the Board of Directions with respect to the scope, extent and timing of the aforesaid. In the event of any conflict or inconsistency between the foregoing and any other term or provision of this Declaration, the foregoing shall govern.

Section 4.7 Compensation. No director of the Association shall receive compensation for his services as such director, except to the extent expressly authorized by a majority of the votes cast, in person or by proxy, by all of the members of the Association, voting as a single voting group, present at a meeting at which a quorum is present.

Section 4.8 Non-Liability of Directors, Officers and Committee Members. Except and only to the extent provided in Section 4.9 of this Declaration, the directors and officers of the Association and members of the Committee shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association or members of the Committee, except for their own individual willful misconduct, or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

Section 4.9 Indemnity of Directors, Officers and Committee Members. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association or member of the Committee, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement or judgment rendered in any action, suit or proceeding. Notwithstanding the adjudication in any action, suit or proceeding against an Indemnity, no director, officer or Committee member shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such person relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director, officer or Committee member had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association or of the Committee. The costs and expenses incurred by any Indemnity in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification as provided in this Section 4.9.

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 5.2 Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 5.3 Declarant's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Declarant's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not

covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

Until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Declarant.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Creation. There shall be, and hereby is, created and established the The Estates at Harvard Hills Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Declarant and who shall be subject to removal by Declarant at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association and who shall be subject to removal by the Board of Directors at any time with or without cause.

Section 6.2 Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures and other improvements placed on any Lot, and the removal of any existing living trees from any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner, to maintain a harmonious relationship among structures and the natural vegetation and topography and to provide for the proper functioning of the storm drainage system for the Real Estate. The Committee shall have the right to promulgate, modify and amend at any time and from time to time architectural guidelines and standards (the "Guidelines") and reasonable rules and regulations for the submission of matters to the Committee for approval. The Guidelines and rules and regulations in effect from time to time shall be available upon request to all Owners and builders who seek to engage in construction upon all or any portion of the Real Estate. Such Guidelines, rules and regulations may set forth additional requirements to those set forth in this Declaration or any Plan, as long as the same are not inconsistent with this Declaration or such Plan(s), and shall be binding on all Owners of any Lot.

- (i) In General. No residence, building, structure, antenna, satellite dish, fence, wall, patio, swimming pool, or improvement of any type or kind ("improvements") shall be erected, constructed, placed, modified or altered on any Lot and no clearing, excavation, grading or other site work ("site work") and no removal of existing living trees ("tree removal") and no installation or planting of exterior landscaping (other than flowers) ("landscaping") shall take place on any Lot without the prior written approval of the Committee. Such approval shall include approval of exterior colors and materials and no change shall be made in the exterior color or materials of any improvement located on a Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall

be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed tree removal and landscaping, together with any other material or information which the Committee may require. Any such work shall be further subject to the legal requirements as set forth and defined in Article II, Section 2.1[bb] of the Land Disposition Agreement made and entered into between the Massachusetts Development Finance Agency and the Declarant dated June 30, 2000, recorded with Worcester District Registry of Deeds in Book 22769, Page 110, and with the Middlesex South Registry of Deeds in Book 31583, Page 559 (the "LDA").

- (ii) Power of Disapproval. The Committee may refuse to grant approvals required under this Article or elsewhere in this Declaration when:
- (a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvements, site work, tree removal or landscaping to be in violation of any restrictions in this Declaration or any Plan;
 - (b) The design or color scheme of a proposed repainting, modification or improvement or the design or type of the proposed landscaping is not, in the opinion of the Committee, in harmony with the general surroundings of the Lot, with adjacent buildings or structures or the Guidelines then in effect; or
 - (c) The proposed improvement, construction, modification or alteration, the proposed site work, the proposed tree removal or the proposed landscaping, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner or the Association.
- (iii) Devens Enterprise Commission. All approvals by the Committee shall be subject where applicable to the further review and approval by the Devens Enterprise Commission in accordance with the Rules and Regulations in force from time to time governing architectural changes with the Fort Devens Historic District and by the Massachusetts Historical Commission.

Section 6.3 Duties of Committee. The Committee shall approve or disapprove any matters submitted to it for approval within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its

permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 6.4 Liability of Committee. Neither the Committee, Declarant, the Association nor any director, officer, member or agent of any of the foregoing shall be responsible in any way for (i) any defects in any plans, specifications or other materials submitted to it, (ii) any defects in any work done according thereto, (iii) any damages arising out of or in connection with the approval or disapproval of any matter by the Committee, or (iv) the failure of any matter approved or disapproved by the Committee to comply with any applicable law, ordinance, rule or regulation of any governmental authority having jurisdiction.

Section 6.5 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

Section 6.6 Nonapplication to Declarant. Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, the Declarant, or any entity related to Declarant, shall not be required to apply for or secure the approval of the Committee in connection with any improvement, construction, modification, alteration, site work, tree removal or landscaping on the Real Estate by Declarant, or any entity related to Declarant.

ARTICLE VII ASSESSMENTS

Section 7.1 Creation of Lien and Personal Obligation. Each Owner (excluding the Declarant) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Regular Assessments and Special Assessments shall collectively be referred to as "Assessments". All Assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot and the payment of a reasonable fee established by the Board of Directors, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Assessments or other charges against the Lot signed by any officer of the Association. Such statement shall be binding upon the Association as of the date of such statement.

Section 7.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the

Real Estate, (ii) for the improvement, operation, maintenance and repair of the Common Areas, the Landscape Easements, and all improvements thereon, and the drainage system located within and upon the Drainage Easements, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are specifically provided herein. The Regular Assessment may include an amount to be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 7.3 Regular Assessments. The Board of Directors shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot not owned by Declarant.

Section 7.4 Special Assessments. The Board of Directors may make Special Assessments against each Lot not owned by Declarant for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of extraordinary or unanticipated maintenance and repairs or to recover any operating deficits which the Association may from time to time incur.

Section 7.5 Rate of Assessment. Except as provided in this Declaration, the Regular Assessment and Special Assessments levied by the Association shall be apportioned by multiplying the Assessment by the percentages set forth in Exhibit B.

Section 7.6 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessments shall commence on the first day of the first calendar month following the conveyance of the first Lot by Declarant. Such first annual Regular Assessment shall be prorated based on the number of calendar months remaining in the annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. All assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. The Board of Directors may provide for reasonable interest and late charges on past due assessments.

Section 7.7 Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments or Special Assessments or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon by nonuse of the Common Areas or abandonment of the Lot belonging to him and the Association shall have a lien on the Lot therefor. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be enforced in accordance with the provisions of Massachusetts General Law Chapter 183A as if the Real Estate were a condominium and the Lots were condominium units or, in the alternative, may be filed and foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property. Upon the failure of an Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board of Directors may in its discretion collect a late charge of such amount as the Board of Directors may determine and accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable

for the payment to the Association of reasonable rental for such Lot and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest at a rate specified by the Board of Directors from the date such assessments were due, until paid. This paragraph is not applicable to the Declarant.

Section 7.8 First Mortgage Liens. Except to the extent provided in Massachusetts General Laws Chapter 183A as herein made applicable, notwithstanding anything contained in this Section 7.7 or elsewhere in this Declaration, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor. Such unpaid share of any assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

Section 7.9 Declarant Contribution to Common Expenses. The Assessments on the Lots by the Declarant shall be an amount calculated in accordance with the following: the Declarant shall be obligated for the difference between the actual Common Expenses, exclusive of reserves applicable to completed improvements, and the Assessments levied on Owners who have closed title to their Lots. This Section may not be amended without the prior written consent of the Declarant.

ARTICLE VIII INSURANCE

Section 8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, owned by the Association or which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." Such insurance policy shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for repair or replacement of the property for which the insurance was carried.

Section 8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of

Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and Easement areas and shall insure the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

Section 8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance and non-owned automobile insurance, both with the limits provided in Section 8.2.

Section 8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE IX DAMAGE TO COMMON AREAS

Section 9.1 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any Easement area or improvements, equipment or facilities located therein or thereon, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such Easement areas) or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless and to the extent such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a special assessment against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X MORTGAGES

Section 10.1 Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide

the name and address of such Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of such Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

Section 10.2 Notice to Mortgagees. The Association, upon request and the receipt of a reasonable fee established by the Board of Directors, shall provide to any Mortgagee a written certificate specifying unpaid assessments and other known defaults of the Owner, if any, in the performance of such Owner's obligations under this Declaration or any other applicable documents.

ARTICLE XI AMENDMENT

Section 11.1 By the Association. Except as otherwise provided in this Declaration, this Declaration may be amended upon the written consent of the Owners entitled to two-thirds (2/3rds) of the votes in the Association, which consent has been certified and acknowledged by a majority of the Board of Directors and duly recorded with the amendment with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds; provided, however, that:

- a) All consents necessary thereto have been obtained within six (6) months of the date of signature of the first consent;
 - a. Any consent once given during this period may not be revoked.
 - b. In such case as a Unit is sold prior to the conclusion of this period, such consent shall bind the purchasing Unit Owner.
- (b) No amendment which alters or violates any of the rights reserved to the Declarant herein, or in the By-Laws reserved, shall be of any force or effect unless the same has been assented to in writing by the Declarant.
- (c) No amendment which violates the Land Disposition Agreement shall be of any force or effect.
- (d) No amendment which alters or violates any of the rights reserved to the MDFA herein, or in the By-Laws reserved, shall be of any force or effect unless the same has been assented to in writing by the MDFA.
- (e) Copies of the proposed amendments are provided to the Massachusetts Development Finance Agency and the Massachusetts Department of Housing and Community Development.

- (f) Notwithstanding the foregoing, the Declarant, until the Declarant no longer holds or controls title to any Lot, and thereafter the Directors, shall have the power, coupled with an interest to amend, alter, add to or change this Declaration, and, if necessary, shall have an irrevocable power of attorney to consent thereto on behalf of any Owner or any Mortgagee, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant or Trustees and duly recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Declaration or to any Plans; (b) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering Lots, or (c) bringing this Declaration into compliance with applicable law, to the extent of any non-compliance, or (d) bringing the Declaration into compliance with the terms and conditions of the Land Disposition Agreement or the requirements of the Massachusetts Development Finance Agency and/or this Devens Enterprise Commission (the Directors shall in all events provide copies of proposed amendments to the Massachusetts Development Finance Agency and Massachusetts Department of Housing and Community Development) in each case to the extent such amendment does not materially adversely affect any Owner's use and enjoyment of its Lot or any portion of the Common Areas.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions, easements or restrictions enumerated in this Declaration shall be grounds for an action by Declarant, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include payment of delinquent Regular Assessments and/or Special Assessments, recovery of damages or other sums due for such violation (e.g., fines), injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions. Declarant shall not be liable for costs and attorneys' fees incurred by the

Association or any owner in bringing a lawsuit against Declarant, regardless of the success or outcome of the lawsuit.

Section 12.2 Government Enforcement. Except for Massachusetts Department of Housing and Community Development and Massachusetts Finance Development Agency, or their respective successor agencies, no government or municipality shall have any right, power, or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions or limitations that expressly run in their favor. Nothing herein shall be construed to prevent the appropriate governmental authority from enforcing any provisions of applicable law, rule or regulation, as amended.

Section 12.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, easements or restrictions enumerated in this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

Section 12.4 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them for a period of thirty (30) years from the date hereof and thereafter upon being extended in accordance with the requirements for extending restrictive covenants under Massachusetts law, presently Massachusetts General Laws Chapter 184, Section 27. To the extent permissible under such law, each Owner, constituting the Owners of more than fifty percent (50%) of the restricted area, shall be deemed to have granted an irrevocable power of attorney to the Board of Directors to, on their behalf, extend these covenants, conditions and restrictions for additional periods as may be provided for in such law and to record all instruments required therefore, for which purpose the Board of Directors shall have a power coupled with an interest.

Section 12.5 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 12.6 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable and if the context so requires, the singular form of any word shall be taken to mean or apply to the plural, the plural form of any word shall be taken to mean or apply to the singular, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 12.7 Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Section 12.8 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a

court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and making and finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and other residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

In the event of a conflict between this Declaration and the By-Laws of the Association, this Declaration shall control.

Section 12.9 Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, including the Massachusetts Development Finance Agency, the Massachusetts Department of Housing and Community Development, the Devens Enterprise Commission and the Massachusetts Historical Commission, or by specific restrictions imposed by any deed or lease.

Section 12.10 Right Reserved to Impose Additional Provisions. In addition to rights reserved elsewhere herein, the Declarant reserves the right to record additional protective covenants, conditions, easements and restrictions prior to the conveyance of any lands encumbered by this Declaration.

ARTICLE XIII SPECIAL PROVISIONS

Section 13.1 Real Estate. The premises constituting the Real Estate were owned by the Massachusetts Development Finance Agency ("MDFA"), an instrumentality of the Commonwealth of Massachusetts, and were acquired by them from the United States Army upon the closure of Fort Devens. As a result, the Real Estate is subject to a substantial number of requirements many of which are delineated in the Land Disposition Agreement and others which were imposed under the terms of the Declarant's purchase agreement. Pursuant to these agreements certain Units are subject to restrictions on sale and resale and others shall be rented under a program for veteran's housing. Additionally, other unique matters apply to the Real Estate as are here delineated.

- (a) Local Initiative Program Lots. There are eleven (11) Lots listed on Exhibit C which are subject to restrictions on their sale as delineated in an Affordable Housing Rider to the individual Deed for such Lots pursuant to

a Local Initiative Program ("LIP") administered by the Massachusetts Department of Housing and Community Development ("MDHCD"). Those Lots, and the Owners thereof shall in all respects and for all purposes be treated no differently than any other Lot or Owner save for the restriction imposed upon the sale of the Lot.

- (b) Veterans Rental Lots. There are four (4) Lots listed on Exhibit D which are to be owned by the Massachusetts Development Finance Agency ("MDFA") and which shall be rented under a program with the Massachusetts Veterans Shelter ("MVS"). For so long as MDFA owns these Lots, or any of them, and leases them pursuant to its agreement with MVS, such Lots shall be exempted from the minimum lease term herein provided for herein and the tenant shall be treated as if they are the owner of the Lot; provided, however, that if the tenant fails to pay when due any and all assessments, fines, changes or levies, the Board of Directors shall first provide MDFA written notice of such default and MDFA shall have a period of fourteen (14) days in which to pay the sum due before the Association proceeds to enforce its lien therefore.
- (c) Additional Excluded Lots. There are four (4) Lots listed on Exhibit E which are to be owned by MDFA. For so long as MDFA owns these lots, MDFA shall be exempted from the minimum lease term herein provided for.
- (d) General Services Fee. Until such time as the Legislature might pass an act of permanent governance relative to the so-called Devens Regional Enterprise Zone, the Massachusetts Development Finance Agency ("MDFA") shall, pursuant to Chapter 498 of the Acts of 1993, impose and collect a General Services Fee for the provision of municipal services – that is, snow removal and street maintenance for public roads, fire protection and similar items. Such fee is currently computed on the basis of the number of square feet of gross floor area of residential space and the total square footage of land. In accordance with an agreement with the MDFA, this General Services Fee shall be assessed to each Lot, including a pro rata share of the Fee applicable to the Common Areas. Such fee may in the future be set on an ad valorem basis.
- (e) Restrictions On Use. The use of all Lots shall be in accordance with the so-called Devens Reuse Plan and By-Laws, the Rules and Regulations of the Devens Enterprise Commission, the requirements of the Land Disposition Agreement and all matters referenced therein including, but not limited to the "Legal Requirements," the "Devens Housing Redevelopment Historic Preservation Plan dated January 10, 2000," Chapter 498 of the Acts of 1993, and the "Environmental Reports," and the "Federal Facilities Agreement/Covenant Not to Sue" (also referred to as "Administrative Consent Order entitled 'In the Matter of Massachusetts Government Land Bank', No. ACO-CE-95-1005 and Administrative Consent Order and

Covenant Not to Sue entitled 'In the Matter of the Government Land Bank Waste Site Cleanup for Fort Devens Redevelopment', No. ACO-CE-3001".

In furtherance of the requirements respecting certain of these restrictions, the Historic Preservation Requirements restriction and the Federal Facilities Agreement/Covenant Not to Sue specific requirements are attached as Exhibit F and Exhibit G, respectively.

- (f) Granting and Accepting Easements. The Declarant's purchase agreement contains certain provisions with respect to the MDFA's development of Fort Devens and its possible need to undertake work affecting utility systems, roadways and other infrastructure. Similarly, the agreement recognized the Declarant's need in conjunction with the development of the Real Estate to undertake work affecting utility systems and infrastructure. As such, that agreement provides for both the MDFA and the Declarant granting, as necessary, further easements and agreements with regard to utilities, roadways and other infrastructure. Said provisions are as follows:

(i) Utility Systems: The parties acknowledge that the MDFA and its successor will be developing the Devens on an ongoing basis and that such development may involve the relocation from time to time of utility systems, roadways and other infrastructure. The MDFA hereby covenants and agrees that this shall at all times undertake such development activities in a manner so as to minimize any interference with the Declarant's use of and access to the Premises and that the Seller shall in no event relocate, suspend or interrupt utility services nor interfere with access to the Premises without first providing reasonable advance notice, except in emergency situations.

(ii) MDFA's Future Development. The Declarant covenants and agrees that if any such relocation or further development activities at Devens should require the granting of additional easements or agreement in favor of the MDFA the Declarant shall grant the same to the MDFA at no cost to the Declarant, in a form and location reasonably satisfactory to both parties.

(iii) Declarant's Future Development. The MDFA covenants and agrees that if any such relocation or future development activities by the Declarant on the Premises should require the granting of additional easements or agreements in favor of the Premises the MDFA shall grant the same to the Declarant at no cost to MDFA, in a form and location reasonably satisfactory to both parties.

In furtherance of the foregoing, the Declarant reserves the right to grant, make and/or accept all such easements and agreements as may be necessary and appropriate to the foregoing, for which purpose the Declarant shall have a power coupled with an interest. In such event as the Declarant should require the consent of any Owner, Mortgagee or other party, it shall be deemed that the

Declarant has an irrevocable power of attorney to so consent on behalf of the Owner, Mortgagee or other party. Additionally, the Association shall be entitled to enforce the above stated obligation of the MDFA jointly with the Declarant until such time as the Declarant owns no Lot and thereafter as assignee of the Declarant's right hereunder and shall be bound to grant such easements as may be required by said MDFA.

ARTICLE XIV DECLARANT'S RESERVED RIGHTS

The Declarant reserves the right, which reservation shall appear in the Declarant's deed of the Common Areas to the Association and which right shall be in the nature of and construed as a reversionary interest, to withdraw from the Common Areas and have title revert in the Declarant, its successors or assigns, all or a portion of the Common Areas designated and shown as Lots B, C, D and E on the Plan for the sole purpose of subdividing the same as individual lots ("Additional Lots") and constructing thereon dwelling units ("Additional Dwelling Units"), and related improvements and thereupon submitting such Additional Lots, Additional Dwelling Units and related improvements to the provisions hereof as herein provided for. Such withdrawal shall be affected by the recording in the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds of an instrument duly executed by the Declarant, or its successors and assigns, making reference to this reserved right and exercising the same (hereinafter the "Instrument of Withdrawal"). To the extent necessary the Board of Directors of the Association, or its appropriate Officers, shall join therein and convey the withdrawn land to the Declarant. No vote or consent of the Owners or Mortgagees shall be necessary therefore. To the extent such is necessary, it shall be deemed that the Declarant has an irrevocable power of attorney to so vote or consent on behalf of the Owners and/or Mortgagees for which it shall have a power coupled with an interest. The Declarant shall likewise be deemed to have an irrevocable power of attorney to execute the Instrument of Withdrawal on behalf of the Association for which it shall have a power coupled with an interest. The Declarant may exercise the foregoing right with respect to varying portions of said Lots B, C, D and E on one or more occasions as the Declarant may determine provided such occurs within fifteen years of the date of this Declaration and then only upon the Declarant obtaining the consent of the Massachusetts Finance Development Agency and the Devens Enterprise Commission to such withdrawal, subdivision and development, which consent shall appear on the Instrument of Removal.

In furtherance of the foregoing, the Declarant reserves the right to grant easements for the benefit of each Additional Lot to use all roads, ways, walkways, parking areas, improvements, and Common Areas; the right to grant easements for the installation and maintenance of underground utilities for the benefit of Additional Lots and improvements; the right to incorporate the Additional Lots and improvements herein; all rights necessary and appropriate to undertake and complete the construction of Additional Dwelling Units and appurtenant improvements on the Additional Lots, including the right to add additional improvements and to expand the property as here contemplated. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights under this Declaration: the right of access, ingress, and egress over and upon the Common Areas, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Declarant; the right to lay, maintain, repair and replace,

construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Additional Dwelling Units, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the Additional Lots and the Common Areas; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Additional Lots to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others, including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Areas not subject to rights of exclusive use appurtenant to any Lot; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Owners of the Common Areas to facilitate construction or for purposes of safety (provided that no Owner shall be denied at least one means of access to his/her/their Lot during such periods of restriction); to leave debris resulting from construction in the Common Areas, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Additional Dwelling Units without liability for such interruption of service, provided, however, that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Owner; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Additional Dwelling Units. Declarant further reserves the right to use any Lot or Dwelling Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Dwelling Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land and to erect and maintain signage in connection therewith. Until the expiration of the foregoing rights, such may be sold, granted, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which make specific reference hereto. Each Owner of a Lot, each Owner of an Additional Lot and the holder of a mortgage on any thereof shall be bound by the provisions of this Article.

ARTICLE XV
LAND DISPOSITION AGREEMENT

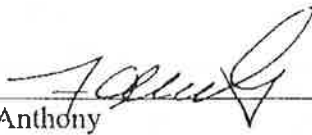
The approval of this Master Deed by the Massachusetts Development Finance Agency, ("MDFA") under the Land Disposition Agreement shall not be deemed as a waiver by MDFA of any provision of the Land Disposition Agreement, nor shall any nonperformance in any one instance of any provision of the Land Disposition Agreement be deemed to abrogate or waive such provision, irrespective of the number of violations or breaches as may occur. Should there exist any conflict between the Land Disposition Agreement and this Master Deed, the Land Disposition Agreement shall control.


BK24341PG369

IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

By: Nepsa 2000 Property Investors, Inc.,
Its General Partner

By: 
Fred Anthony
Its Vice President

By: 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

June 22, 2001

Then personally appeared the above-named Fred Anthony, Vice President, and Jeremy Pava, Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,



Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007



EXHIBIT A

Legal Description

Lots 2 through 35, 37-71, Parcels B, C, D and E and all contained service roads shown on a set of plans entitled " 'Level One Lotting Plan' and 'Level Two Lotting Plan', Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared For: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" prepared by Meisner Brem Corporation dated December 1, 2000, recorded at Worcester County District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto but excluding all public ways.

EXHIBIT B

ASSESSMENT PERCENTAGES

Lot Number	Street Address	Percentage
2	17 Walnut Street	1.98
3	19 Walnut Street	1.98
4	21 Walnut Street	1.98
5	23 Walnut Street	1.98
6	25 Walnut Street	1.98
7	27 Walnut Street	1.98
8	31 Walnut Street	1.98
9	33 Walnut Street	1.98
10	35 Walnut Street	1.98
11	37 Walnut Street	1.98
12	41 Walnut Street	1.98
13	43 Walnut Street	1.98
14	45 Walnut Street	1.98
15	47 Walnut Street	1.98
16	49 Walnut Street	1.98
17	51 Walnut Street	1.98
18	53 Walnut Street	1.98
19	57 Walnut Street	1.98
20	59 Walnut Street	1.98
21	61 Walnut Street	1.98
22	63 Walnut Street	1.98
23	65 Walnut Street	1.98
24	67 Walnut Street	1.98
25	69 Walnut Street	1.98
37	35 Elm Street	1.98
38	37 Elm Street	1.98
39	41 Elm Street	1.98
40	43 Elm Street	1.98
41	45 Elm Street	1.98
42	53 Elm Street	1.98
43	55 Elm Street	1.98
44	57 Elm Street	1.98
45	61 Elm Street	1.98
46	63 Elm Street	1.98
58	33 Auman Street	0.95
57	31 Auman Street	0.95
56	29 Auman Street	0.95
55	27 Auman Street	0.95
54	25 Auman Street	0.78
53	23 Auman Street	0.95
52	21 Auman Street	0.95

51	19 Auman Street	0.78
50	15 Auman Street	0.95
49	13 Auman Street	0.78
48	11 Auman Street	0.95
47	9 Auman Street	0.95
59	8 Auman Street	0.95
60	10 Auman Street	0.95
61	12 Auman Street	0.78
62	14 Auman Street	0.95
63	16 Auman Street	0.95
64	20 Auman Street	0.95
65	22 Auman Street	0.95
66	24 Auman Street	0.78
67	26 Auman Street	0.95
68	28 Auman Street	0.78
69	30 Auman Street	0.95
70	32 Auman Street	0.78
71	34 Auman Street	0.95
27	24 Walnut Street	1.16
26	26 Walnut Street	1.16
29	28 Walnut Street	0.79
28	30 Walnut Street	1.16
30	32 Walnut Street	0.79
31	34 Walnut Street	0.79
32	36 Walnut Street	1.16
33	38 Walnut Street	0.79
34	42 Walnut Street	1.16
35	44 Walnut Street	1.16

EXHIBIT C

LOCAL INITIATIVE PROGRAM LOTS

The following Lots are subject to an Affordable Housing Restriction administered by the Massachusetts Department of Housing and Community Development under the so-called Local Initiative program. These Lots are subject to The Affordable Housing Restriction set forth and defined in Article II, Section 21.1 (b) and (c) of The Land Disposition Agreement.

Lot 29	28 Walnut Street
Lot 30	32 Walnut Street
Lot 31	34 Walnut Street
Lot 33	38 Walnut Street
Lot 61	12 Auman Street
Lot 49	13 Auman Street
Lot 51	19 Auman Street
Lot 66	24 Auman Street
Lot 54	25 Auman Street
Lot 68	28 Auman Street
Lot 70	32 Auman Street

EXHIBIT D

VETERANS RENTAL LOTS

The following Lots shall, initially, be owned by the Massachusetts Development Financing Agency and leased under a program and agreement between it and the Massachusetts Veterans Shelter:

Lot 59	8 Auman Street
Lot 47	9 Auman Street
Lot 60	10 Auman Street
Lot 48	11 Auman Street

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EXHIBIT E

ADDITIONAL EXCLUDED LOTS

The following Lots shall, initially, be owned by *the Massachusetts Development Finance Agency*:

Lot 7	51 Walnut Street
Lot 19	57 Walnut Street
Lot 21	61 Walnut Street
Lot 39	41 Elm Road

EXHIBIT F

HISTORIC PRESERVATION REQUIREMENTS

No material alteration to the exterior of any Building or Unit, or to the landscaping shall be made without the written approval of the Massachusetts Development Finance Agency, the Devens Enterprise Commission and the Massachusetts Historical Society and upon compliance with, as applicable, the National Historic Preservation Act of 1966, as amended, and regulations adopted pursuant thereto, the Programmatic Agreement among the United States Army, Advisor Council on Historic Preservation, and the Massachusetts State Historic Preservation Office of the Base Closure and Disposal of Fort Devens, Massachusetts 1996 (the "Programmatic Agreement"), the Devens Design Guidelines promulgated by the Agency (the "Design Guidelines"), the Devens Housing Redevelopment Historic Preservation Plan prepared for the Agency by R.E. Dinneen Architects & Planners, Inc. (the "Historic Preservation Plan").

EXHIBIT G

FEDERAL FACILITIES AGREEMENT/CONVENANT NOT TO SUE REQUIREMENTS

The following must be included in this Master Deed and any instrument of conveyance affecting the Condominium:

By accepting this Deed, the Grantee acknowledges that the Grantor has provided the Grantee with a copy of the Federal Facilities Agreement (the "FFA") between the Army and the U.S. Environmental Protection Agency (the "EPA"), DATED May 11, 1991, and the modification thereto dated March 26, 1996. The Grantor shall provide the grantee with a copy of any future amendments to the FFA.

- (a) the Army, EPA and the Commonwealth of Massachusetts, and their agents, employees and contractors, shall have access to and over the Property as may be necessary for any investigation, response, or corrective action pursuant to CERCLA or the FFA found to be necessary before or after the date of this Deed on the Property or on other property comprising the Fort Devens National Priorities List (the "NPL") site. This reservation includes the right so access to and use of, to the extent permitted by law, any available utilities at reasonable costs to the United States.
- (b) In exercising the rights hereunder, the United States and the Commonwealth of Massachusetts shall give the Grantee, or its successor or assigns, reasonable notice of actions taken on the Property under the FFA and shall, to the extent reasonable, consistent with the FFA, and at no additional cost to the United States, endeavor to minimize the disruption to the Grantee's, its successor or assigns' use of the Property.
- (c) The Grantee agrees that notwithstanding any other provision of the Deed, the United States assumes no liability to Grantee, its successors or assigns, or any other person, should implementation of the FFA interfere with the use of the Property. The Grantee and its successors and assigns shall have no claim on account of any such interference against the United States of the Commonwealth of Massachusetts or any officer, agent, employee or contract thereof.
- (d) Prior to determination by the United States that all remedial action is complete under CERCLA and FFA for the Fort Devens NPL site, (i) the Grantee, its successors and assigns shall not undertake activities on the Property that would interfere with or impede the completion of the CERCLA clean-up at the Fort Devens NPL site and shall give prior written notice other Army, EPA and the Commonwealth of Massachusetts of any construction, alternation or similar work on the Property that my interfere with or impede said clean-up, and (ii) the Grantee shall comply with all institutional controls establishes or put in place by the Army relating to the Property which are required by any record of decision ("ROD") or amendment thereto, relating to the Property, which ROD was approved by the Army and EPA and issued by the Army pursuant to CERCLA or the FFA before or after the date of this Deed. ADDITIONALLY, THE grantee shall insure that any leasehold it grants in the Property or any fee interest conveyance of any portion of the Property provides for legally-binding compliance with the institution controls required by any such ROD.

(e) For any portion of the Property subject to a response action under CERCLA or the FFA, prior to the conveyance of an interest therein, the Grantee shall include in all conveyance provisions allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to the CERCLA or the FFA on said portion of the Property and shall notify the Army, EPA and the Commonwealth of Massachusetts by certified mail, at least sixty (60) days prior to any such conveyance of an interest in said Property, which notice shall include a description of said provision allowing for the continued operation of any monitoring wells, treatment facilities, or other response activities undertaken pursuant to CERCLA or the FFA.

(f) Prior to the determination by the United States that all remedial action under CERCLA and the FFA is complete under CERCLA and the FFA for the Fort Devens NPL site, the Grantee and all subsequent transferees of any interest in any portion of the Property will provide copies of the instrument evidencing such transaction of the Commonwealth of Massachusetts, the EPA and the Army by certified mail, within fourteen (14) days after the effective date of such transaction. (A list of the parties to be notified follows:

Mr. Jerry Keefe
Remedial Project
EPA, Region 1
John F. Kennedy
Federal Building
Boston, MA 02203-0001

William Birney, Esquire
The Office of the Assistant
Secretary of the Army
Installations, Logistics and
Environment
110 Army Pentagon
Washington, DC 20310-0110

Mr. John Regan
Project Manager
Massachusetts Dept.
Of Environmental Protection
Federal Facilities, CERO
627 Main Street
Worcester, MA 01608

Mr. James Chambers
U.S. Army, Reserve Forces
Training Area
BRAC Environmental Office,
Bldg. 666
66630 Quebec Street, Box 1000
Devens, MA 01432-4429

(g) The Grantee and all subsequent transferees shall include the provisions of this Paragraph in all subsequent leases, transfer, or conveyance documents relating to the Property or any portion thereof that are entered into prior to a determination by the United States that all remedial action is complete at the Fort Devens Site.

Articles of Organization

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

See Attached Continuation Sheet
Entitled "ARTICLE II - CONTINUATION SHEET"

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CORPORATION DIVISION

C
P
M
R.A.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

See Attached Continuation Sheet
Entitled "ARTICLE III - CONTINUATION SHEET"

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See Attached Continuation Sheet
Entitled "ARTICLE IV - CONTINUATION SHEET"

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE II - CONTINUATION SHEET

To provide the benefits arising from a homeowners association for its members including promoting and fostering the beneficial use and enjoyment of its property by the members; to own, hold, acquire, build, divest, operate and maintain facilities, including, but not necessarily limited to streets, footways, open space, recreation areas, and things appurtenant thereto; to improve streets and land owned by it; to pay taxes, if any, or general services fees in lieu thereto on land and facilities owned by it; to do those things deemed appropriate for the maintenance and preservation of the corporation and its property; to do those things meet and proper to that which is delegated to it by and under The Estates At Harvard Hills Declaration of Covenants, Conditions, Easements and Restrictions of even date herewith and recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds; to exercise all rights, powers and privileges, and to perform all of the duties and obligations, set forth in its by-laws; and to engage in any of the activities permitted of an organization formed under Chapter 180 of the General Laws of the Commonwealth of Massachusetts, including entering into partnerships and other combinations as may be appropriate to its purposes.

ARTICLE III - CONTINUATION SHEET

The corporation has two classes of members as follows:

- (i) Class A. Members. Class A members shall be all Owners other than Declarant (unless the Class B membership has been converted to Class A membership as provided in the following paragraph (ii), in which event Declarant shall then be a Class A member). Class A members shall not be entitled to vote for the election of directors, the transaction of any corporate business or any other matter until the passing of the Transition Date.

- (ii) Class B Members. The Class B member shall be Declarant. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Transition Date" (as such term is hereinafter defined).

The Declarant refers to the entity establishing the subdivision known as The Estates At Harvard Hills located in Ayer and Harvard, Massachusetts, the land comprising such having been subjected to the aforesaid Declaration of Covenants, Easements and Restrictions.

Owner means one or more persons who own a lot in The Estates At Harvard Hills.

"Transition Date" means the date which is earlier of (a) the date on which the written resignation of Declarant as a Class B member is delivered to the Clerk of the Association, (b) until all Lots owned by Declarant are transferred, or (c) until 15 years following the recording of this Declaration.

Other provisions concerning membership, qualification and rights, including voting rights, are set forth in the By-Laws.

ARTICLE IV - CONTINUATION SHEET

No part of the net earnings of the Corporation shall inure to the benefit of any Member, Director or Officer of the Corporation, or any private individual or other corporation, except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes.

Notwithstanding any other provisions of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization except a so-called "Homeowners Association" under the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

Except and only to the extent provided below, the directors and officers of the Association and members of the Committee shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association or members of the Committee, except for their own individual willful misconduct, or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association or member of the Committee, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnity for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding. Notwithstanding the adjudication in any action, suit or proceeding against an Indemnity, no director, officer or Committee member shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such person relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director, officer or Committee member had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association or of the Committee. The costs and expenses incurred by any Indemnity in

defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnity to repay the amount paid by the Association if it shall ultimately be determined that the Indemnity is not entitled to indemnification as provided in this Section 4.9.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Fred Anthony	150 Ashford Rd., Longmeadow, MA 01106	Same
Treasurer:	Jeremy Pava	258 Washington Blvd., Springfield, MA 01108	Same
Clerk:	Jeremy Pava	258 Washington Blvd., Springfield, MA 01108	Same
Directors: (or officers having the powers of directors)	Fred Anthony	150 Ashford Rd., Longmeadow, MA 01106	Same
	Jeremy Pava	258 Washington Blvd., Springfield, MA 01108	Same

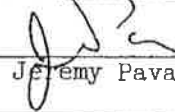
c. The fiscal year of the corporation shall end on the last day of the month of:

d. The name and business address of the resident agent, if any, of the corporation is:

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 22nd day of June, 2001.


Fred Anthony


Jeremy Pava

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 19 _____.

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Seth Emmer, Esquire

Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107

Braintree, MA 02184

Telephone: (781) 843-5000

By-Laws

BYLAWS

FOR

THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.

44/2004

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BYLAWS
FOR
THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 1.1 of the Declaration of Covenants, Conditions, Easements and Restrictions of The Estates At Harvard Hills (the "Declaration").

ARTICLE 2

MEETINGS OF OWNERS

Section 2.1. Annual Meetings. The annual meeting of the Association shall be held on the first Wednesday in March of each year which occurs after there is an Owner other than the Declarant, at such time and place as may be fixed by a resolution of the Board of Directors, or upon a date in lieu of a missed meeting as fixed by the Board of Directors. During the period of Developer control such meetings shall only be informational.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Clerk and signed by Owners entitled to cast at least twenty-five percent of the total number of votes (excluding the Declarant's votes); or (4) upon request of the Declarant during the Development Period. The signatures on a petition requesting a special meeting shall be valid for a period of ninety days after the date of the first such signature. Such resolution, petition or request must: (1) specify, with particularity, the purpose, or purposes, for which the meeting is to be held; and (2) be delivered to the Clerk. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting. Such meeting shall be held within thirty days of the Clerk's receipt of a duly presented petition or, in all cases, such earlier date, which allows for proper notice, as the Board of Directors may determine.

Section 2.3. Notice of Meetings.

(a) Content and Timing. Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by or as directed by the Clerk to each Owner entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

(b) Extraordinary Actions. Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Organization, a plan of merger or

consolidation or dissolution of the Association shall be given not less than twenty-five nor more than sixty days before the date of meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution.

Section 2.4. Waiver of Notice of Meetings.

(a) Written Waiver. Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by an Owner entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Owner and such waiver shall be delivered to the Clerk for filing with the Association records.

(b) Waiver by Attendance. An Owner who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection. ~,

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least fifty percent of the total number of votes are present, in person or by proxy beginning of such meeting, as well as Owners entitled to cast a majority of the Class B votes, if any. Once an Owner is present at a meeting such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is or shall be set for that adjourned meeting. When voting on any matter requiring a vote by a specified percentage of each class of Owners or of a specific class of Owners, a quorum of each class of Owners or the specific class of Owners must be present in person or in proxy.

If at any meeting of the Association a quorum is not present, a majority of the Owners who are present at such meeting in person or by proxy may recess or adjourn the meeting to such date, time and place as such Owners agree not more than thirty days after the date and time the original meeting was called. Such meeting to be resumed at such date, time and place and the Clerk shall announce the date, time and place at the meeting and make other reasonable efforts to notify all Owners thereof.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceding meeting; (4) reports of Officers; (5) reports of committees; (6) appointment of inspectors of election (when so required); (7) election of Directors (when so required); (8) unfinished business and (9) new business; provided, however, that balloting for election of Directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings The President shall preside over all meetings of the Association and the Clerk shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association and/or designate any person to act as the presiding officer. The Board of Directors may adopt such rules for the conduct of the meeting as it may determine, including the then current edition of Roberts Rules of Order.

Section 2.8. Record Date to Determine Owners: List of Owners. The date and time for determining which Persons are Owners and therefore entitled to vote ("Record Date") shall be the close of business on the day before the date of the notice to the Owners of the meeting. The Clerk shall have available a complete list of Owners, with the address of each, for review by the Owners before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Owners Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consent, setting forth the action so taken and signed by all of the Owners entitled to vote with respect to the subject matter thereof, is delivered to the Clerk for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 3

VOTING

Section 3.1. Voting Rights. The Classes and voting rights of the Owners of the Association shall be as set forth in the Articles of Organization and as follows:

(i) Class A. Members. Class A members shall be all Owners other than Declarant (unless the Class B membership has been converted to Class A membership as provided in the following paragraph (ii), in which event Declarant shall then be a Class A member). Class A members shall not be entitled to vote for the election of directors, the transaction of any corporate business or any other matter until the passing of the Transition Date (as such term is hereinafter defined in the Declaration).

(ii) Class B Members. The Class B member shall be Declarant. The Class B membership shall cease and terminate and be converted to Class A membership upon the Transition Date.

Section 3.2 Additional Provisions Governing Voting

(a) Association Votes. If the Association is an Owner, the Association shall not cast its votes with respect to any Lot it owns, however, such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since an Owner may be more than one Person, if only one of such Persons is present at a meeting of the Association or signs a consent, approval or a proxy, that Person shall be deemed entitled to cast the Owner's votes with respect to the subject Lot. If more than one of such Persons is present or otherwise gives consent or approval, the vote appertaining to that Owner shall be cast only in accordance with unanimous agreement of such Persons. Such agreement shall be conclusively presumed if any of them cast the vote appertaining to that Owner without protest being made forthwith by any of the other Persons constituting such Owner to the person presiding over the meeting or otherwise indicate such prior to the taking of the action, whereupon the vote with respect to the Owner's Lot shall not be counted.

(c) Voting Certificate. If an Owner is not a natural person, the vote by such Owner may be cast by any natural person authorized by such Owner. Such natural person must be named in a certificate signed by an officer, partner or trustee of such Owner and filed with the Clerk; provided, however, that any vote cast by a natural person on behalf of such Owner shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast or within ten days of such meeting by the Owner entitled to cast such vote. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. Wherever the approval or disapproval of an Owner is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Owner at any meeting of the Association.

(d) Delinquency. No Class A Owner may vote at any meeting of the Association, have their consent or approval be counted, be elected to serve on the Board of Directors or serve as a Director or Officer if payment by such Owner of any financial obligation to the Association is delinquent.

(e) Required Vote: A Majority Vote of the Owners shall be necessary for the adoption of any matter voted upon, except as otherwise provided in the Association Documents. The Bylaws shall be amended only in accordance with the terms hereof. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof. Voting shall not be conducted by class, unless specifically stated otherwise.

(f) Cumulative Voting: There shall be no cumulative voting.

Section 3.3. Manner of Voting.

(a) At a Meeting. Voting by Owners at a meeting shall be by voice vote (except for the election of Directors which shall be by written ballot) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, elections of Directors (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot or by mail. Ballots shall be returned to the Clerk by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots and the deadline for return of ballots.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holders discretion). Only instructed proxies may be granted by any Owner to the managing agent, if any. Proxies shall be in writing, shall be dated, shall be signed by the Owner or a person authorized by the Owner, shall be valid through the date of the subject meeting or any adjournment thereof, and shall be filed with the Clerk. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the owner prior to the meeting and/or Vote authorized.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Number of Directors. Until the Transition Date specified in the Declaration (the Declarant Control Period), the Board of Directors shall consist of two Directors. After the Declarant Control Period, the Board shall consist of five Directors, unless these By-laws are amended to provide for only three Directors.

Section 4.2. Election of Directors and Term of Office.

(a) Declarant-Controlled Board of Directors. During the Declarant Control Period, all Directors shall be appointed by the Class B Owner who shall appoint, remove and replace such Directors at will, and designate the terms thereof, until the meeting described in Section 4.2(b) below is held at which all Owners with voting rights are entitled to elect the Directors.

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Class B Owner to transfer control of the Board of Directors, the number of Directors shall be increased to five and the two of the Directors appointed by the Class B Owner shall resign.

Persons elected shall serve for the remainder of the terms of the Directors replaced or, if no resignation was required, for the terms of office necessary shall have terms so that the term of office of one-third (or a whole number as near to one-third of the total number of Directors as possible) of the Directors shall expire at the first three annual meetings after their election. The Director receiving the greatest number of votes shall be elected for the longest available term and thereafter in succession. All successive Directors shall be elected to serve for staggered terms of three years each, unless elected to fill a vacancy, in which case such Director shall serve as provided in Section 4.5 below. Except for death, resignation or removal, the Directors shall hold office until their respective successors shall have been elected. If an election is not held when

required, the Directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

Section 4.3 Qualifications; Election Procedures.

(a) Qualifications. No person shall be eligible for election as a Director unless such person is an Owner, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Class A Owner or representative of such Owner shall be elected as a Director or continue to serve as a Director if such Owner is delinquent in meeting financial obligations to Association or found by the Board of Directors after a hearing to be in violation of the Association Documents or Rules and Regulations.

(b) Election Procedures. Prior to each meeting of the Association at which Directors are elected by Owners other than the Class B Owner, the Board of Directors shall develop election procedures and administer such procedures for election of Directors by ballot of the Owners at annual meetings and, where appropriate, special meetings, or as otherwise provided for in these By-laws.

Section 4.4 Removal or Resignation of Directors. Except with respect to Directors appointed by the Class B Owner and replacements thereof, at any special meeting of the Association duly called for that purpose, any one or more of the Directors may be removed with or without cause by the Owners entitled to cast a majority of the total number of votes entitled to elect such Director, and a successor may then and there be elected to fill the vacancy thus created or at a meeting subsequently called therefor.

Section 4.5 Vacancies. Vacancies on the Board of Directors caused by any reason other than: (1) the removal of a Director by the Owners; or (2) removal or resignation of a Director by the Class B Owner shall be filled by a Majority Vote of the remaining Directors at the meeting of the Board held for such purpose or, if the Directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the Directors remaining in office even though the Directors present at such meeting constitute less than a quorum. Each person so elected shall be a Director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a Director by the Owners shall be filled by a vote of the Owners and the successor Director shall serve the remainder of the term of the Director being replaced. The term of the replacement Directors shall expire so that the staggered terms shall remain unaffected.

Section 4.6. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures set forth above. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Association Documents to be exercised and done by the Owners. In addition to the duties imposed by any other provision of the Association Documents or by any

resolution of the Association that my hereinafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services in accordance with the Association Documents and provide for Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and the general administration of the Association and, to the extent provided in the Association Documents, of the Lots; and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property and other land (to the extent the Association is so authorized by the Association Documents) and the general administration of the Association.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon; provided that reserve accounts shall require the signature of two Directors.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Owners of any litigation against the Association.

(9) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefore and adjust and settle any claims thereunder.

(10) Pay the cost of goods and services rendered to the Association.

(11) Notify the appropriate Mortgagee of any default by an Owner in paying Assessments for Common Expenses or for any other default, simultaneously with the notice sent to the defaulting Owner.

(12) Provide a Statement of Common Expenses with respect to a Lot within ten days (or as otherwise required by law) after a written request therefore and payment of the appropriate fee as may be set by the Board of Directors.

(13) Prepare and adopt an annual budget and make Assessments to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Annual Assessment for Common Expenses in accordance with the Declaration.

(14) Borrow money on behalf of the Association, when required for any valid purpose, and, upon a vote of two-thirds of the total number of Directors, assign and pledge all revenues to be received by the Association, including but not limited to Annual and Additional Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

(15) Sign deeds, leases, instruments and applications for construction permits or similar documents for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant, including upon Declarant's determination to withdraw portions of the Common Areas as provided for in the Declaration, or upon its own determination.

(16) Dedicate, lease or transfer any portion of the Common Area or grant or terminate easements, rights-of-way or licenses over and through all the Common Area pursuant to the Declaration and subject to the restrictions as may set forth therein.

(17) Grant easements in, to and under Common Area.

(18) In accordance with the Declaration, suspend the right of any Owner; occupant of a Lot, and the right of such Person's household member, guests, employees, tenants, agents and invitees to use the Common Area.

(19) Acquire, hold and dispose of Lots to enforce the collection of Assessments and mortgage the same.

(20) Do anything else not inconsistent with the Association Documents.

Section 4.7. Meetings of Directors

(a) Types of Meetings The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the Directors for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President and shall be called by the President or Clerk upon written request of at least two Directors. All meetings of the Board of Directors shall be open to Owners as observers except that the President or residing officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents or as

otherwise permitted by law. Any final action taken by the Board of Directors in executive session shall be recorded in the minutes. The Board of Directors shall hold their meetings in the Commonwealth of Massachusetts.

(b) Notice. Notice of meetings of the Board of Directors shall be given to each director personally or by mail, telegraph, teletype or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose therefor. Notice of meetings shall also be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the Board of Directors. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(c) Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the Director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

(d) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the total number of Directors shall constitute a quorum for the transaction of business, and a vote of the majority of the total number of Directors shall constitute the decision of the Board of Directors, unless provided otherwise in the Association Documents. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the recessed or adjourned meeting is reconvened, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A Director who participates in a meeting by any means of communication by which all Directors simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

(e) Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Clerk shall arrange for the keeping of the minutes of the meetings and recording of all resolutions adopted at the meetings and proceedings occurring at the meetings. The Board may adopt rules for the conduct of its meetings, including the then current edition of Robert's Rules of Order. Newly Revised.

Section 4.8. Action by Directors Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the Directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors.

ARTICLE 5MANAGING AGENT

Section 5.1. Compensation. The Board of Directors may employ or contract with, for the purpose of administering the Property, a managing agent at a compensation to be established by the Board and, during those periods specified in the Declaration, shall so employ a managing agent which, during the period of Developer Control, shall be the Declarant.

Section 5.2 Requirements. Subject to the provisions of the Declaration which shall supercede these provisions, the managing agent shall be a bona fide business enterprise, which may be affiliated with the Declarant, which manages residential projects or common interest communities. The managing agent or its principals shall have a minimum of two years experience in community management. The managing agent must be competent to advise the Board of Directors regarding the administration operation of the Property.

Section 5.3. Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in paragraphs 4.6 (1), (2), (3), (6), (7), (8), (9), (10), (11), (12), and (19). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.6 (4), (5), (13), (14), (15), (16), (17), and (18). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Association Documents.

Section 5.4. Standards. The Board of Directors shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Board of Directors:

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to one or more but less than all Owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures (reserve accounts shall only be accessible by joint signature of two Directors);

(3) cash accounts of the Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(6) a financial report shall be prepared for the Association at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis; (ii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Association on an unedited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing all Owners who are delinquent in paying assessments and describing the status of any actions to collect such assessments. Copies of all bank statements, checks, deposit slips and paid invoices shall be provided to the Treasurer monthly.

ARTICLE 6

OFFICERS

Section 6.1 Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its Judgment may be necessary. The President and Vice President shall be Owners (or an officer, partner, trustee or employee of an owner), except for those Directors designated by the Declarant, and Directors. Any other Officers may, but need not, be Owners, representatives of owners or Directors. Each Officer shall perform such duties as are normally associated with such office in a not-for-profit corporation, except to the extent (if any) inconsistent with the Association Documents, and shall perform such duties as may be assigned to such Officer by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of their office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Clerk shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take

effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the Office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Clerk. The Clerk shall keep or cause to be kept the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; give or cause to be given to each Owner notice of any Assessment against such Owner's Lot as soon as practicable after any such Assessment is made; give or cause to be given each Owner notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which all notices to Owners and Mortgagees hereunder shall be delivered; file or cause to be filed the annual reports required by law; make it possible for any Owner or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the Office of Clerk.

Section 6.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data including the Statement of Common Expenses required by the Declaration or by law; deposit all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the Office of Treasurer.

ARTICLE 7COMMITTEES

Section 7.1. Committees. The Board of Directors may create and abolish from time to time such committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the power and duties fixed by resolution of the Board from time to time.

Section 7.2. Appointment and Removal. The Board shall appoint the chair of each committee and the either appoint the other members thereof or leave such appointment to the committee chair. The Board of Directors may remove a member of a committee with or without cause on three days written notice.

Section 7.3. Committee Meetings. The procedures for committee meetings shall be the same as set forth for meetings of the Board of Directors in Article IV, and the chair shall serve as the presiding officer of the committee.

Section 7.4. Action by Committee Without a Meeting. Any action required or permitted to be taken at a committee meeting may be taken without a meeting if consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the committee members. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

BK 2434 1 PG 395
ARTICLE 8BOOKS AND RECORDS

Section 8.1. Maintenance. The Association shall keep accurate books and records of its affairs. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited annually by a certified public accountant retained by the Board who shall not be an Owner, an occupant of a Lot, or the managing agent or employee of the managing agent. The cost of such audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Secretary of State of the Commonwealth of Massachusetts or otherwise by law.

Section 8.2 Availability. The books and records of the Association shall be available for examination by the Owners, their attorneys, accountants, Mortgagees and authorized agents during such hours on such days and in the manner as may be reasonably established by the Board of Directors; provided, however, that the Association is not required to maintain or make available records over three years old unless otherwise required by law. The Board of Directors may fix, from time to time, a reasonable charge to cover the direct and indirect costs of providing any documents and reasonable procedures to ensure the integrity of the Association's records.

Section 8.3. Accounting Report. Within no more than one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all Owners, and to each Mortgagee requesting the same, a financial statement prepared in conformity with so-called review standards by a certified public accountant which shall include a balance sheet, income statement, expense statement and statement of funds.

Section 8.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of the conveyance of the first Lot to an Owner other than the Declarant and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

ARTICLE 9

NOTICES

Except as specifically provided otherwise in the Association Documents. All notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid or if notification is of a default, hearing or lien, sent by registered or certified United States mail return receipt requested, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Clerk or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner.

BK 24341 PG 397
ARTICLE 10

AMENDMENTS

These Bylaws may be amended by a Majority Vote of the Owners if the proposed amendment or a summary thereof has been provided with the notice of meeting or all of the Owners are present in person. These By-laws may also be amended upon the written consent of the Owners holding at least fifty-one percent of the available votes provided that all such consents are given within six months of the date of the grant of the first consent. Any consent once given may not be revoked. The consent granted by an Owner who sells their Lot during this period shall bind the purchaser. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written approval of the Class B

Owner, if any. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

(a) Special Amendments. The foregoing notwithstanding, the Board of Directors shall have the power coupled with the interest to amend these By-laws to (1) correct any scrivener's or technical error made herein; or (2) to make these By-laws comply with applicable state or federal law or regulation; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to / satisfy applicable insurance requirements; or (5) to bring these By-Laws into compliance with the Land Disposition Agreement defined in the Declaration or the requirements of the Massachusetts Development Finance Agency and/or the Devens Enterprise Commission. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required.

(b) Copies of Amendments. Copies of all proposed amendments shall be provided to the Massachusetts Development Finance Agency and the Massachusetts Department of Housing and Community Development.

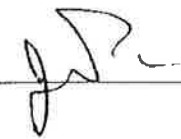
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the Clerk of THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION, INC.

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by the Board Directors at the time of incorporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 22nd day of June, 2001.



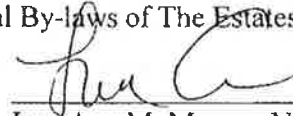
Jeremy Pava, Clerk

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

June 22 , 2001

Then personally appeared before me the above-named Jeremy Pava, Clerk of The Estates At Harvard Hills Homeowners Association, Inc., and attested to the foregoing as a true and correct copy of the duly adopted original By-laws of The Estates At Harvard Hills Homeowners Association, Inc.



Lou Ann M. Morse - Notary Public
My commission expires: 9/20/2007

SEAL

ATTEST: WORC. Anthony J. Vigliotti, Register

*Cross-Easement and
Maintenance Agreement with
Plan*

94561

30/00/01

CROSS-EASEMENT AND MAINTENANCE AGREEMENT

Reference is hereby made to that certain Declaration of Covenants, Conditions, Easements and Restrictions which created a planned unit community known as The Estates At Harvard Hills located in Ayer and Harvard, Massachusetts, which Declaration is of even date and recorded simultaneously herewith, but prior hereto in the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds (hereinafter referred to as the "Homeowners Association"). Reference is also made to that certain Master Deed ^{#94559} which created a condominium known as The Estates At Harvard Hills Condominium also located in Ayer and Harvard, Massachusetts, which Master Deed is of even date and recorded simultaneously herewith, but prior hereto in said Registries (hereinafter referred to as the "Condominium").

WHEREAS the Homeowners Association and the Condominium are contiguous to one another.

WHEREAS there are certain private ways (also known as service roads) which run within and between the Homeowners Association and the Condominium.

WHEREAS it is appropriate for there to exist between the Homeowners Association and the Condominium cross-easements for the use of such private ways.

AND WHEREAS it is committantly appropriate for there to exist an agreement for sharing the costs of maintaining these private ways on a fair and equitable basis and for the resolution of any disputes which arise in regard thereto.

NOW THEREFORE, The Estates At Harvard Hills Homeowners Association, Inc., a Massachusetts not-for-profit corporation organized and existing pursuant to Massachusetts General Laws, Chapter 180, being the operating entity of the Homeowners Association and the record owner of, inter alia, the subject land by Deed of the Mass Devens Limited Partnership of even date and recorded simultaneously herewith, but prior hereto, in the aforesaid Registries does hereby grant, subject to the terms and provisions hereof, to the divers Unit Owners of the Condominium and their respective family members, tenants, guests, invites, agents, servants and employees, a non-exclusive easement to utilize the private ways shown on the Plans referred to in and recorded with the aforesaid Declaration and Deed as being part of the Common Areas of the

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MEEB 5/01/01

Homeowners Association and also shown on the plan recorded herewith entitled "Cross-Easements Plan, Estates At Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" dated May 11, 2001, and recorded herewith (The "Cross Easement Plan"*) for all purposes to which a public way may be lawfully put.

Correlatively, the Trustees of The Estates At Harvard Hills Condominium Trust under a Declaration of Trust of even date and recorded simultaneously herewith, but prior hereto, with the aforesaid Registries does hereby grant to the divers Lot Owners of the Homeowners Association and their respective family members, tenants, guests, invitees, agents, servants and employees, a non-exclusive easement to utilize the private ways shown on the Plans referred to in and recorded with the aforesaid Master Deed and on the Cross-Easement Plan as being part of the Common Areas of the Condominium for all purposes to which a public way may be all lawfully put.

The cross-easements hereby granted are appurtenant to the realty of the respective grantees, not in gross, and the rights hereby granted may be enforced by any Unit Owner of the Condominium and/or the aforesaid Trustees of the Estates At Harvard Hills Condominium, on the one part, or any Lot Owner of the Homeowners Association and/or the aforesaid The Estates At Harvard Hills Homeowners Association, Inc., on the other part. The use of said private ways may be further regulated by rules and regulations adopted by mutual agreement of the Board of Trustees of The Estates At Harvard Hills Condominium Trust (hereinafter the "Condominium Trustees") and the Board of Directors of The Estates At Harvard Hills Homeowners Association, Inc. (hereinafter referred to as the "Homeowners Association Directors"); provided, however, that no such rule or regulation shall unreasonably inhibit the use of said private ways for access to and from the Condominium, its Units, the Homeowners Association and its Lots.

To ensure the proper maintenance of said private ways the Condominium Trustees and the Homeowners Association Directors shall arrange for the maintenance upkeep, repair and replacement of said ways, including, but not limited to patching, paving, resurfacing as necessary, the removal of snow and the treatment of ice. The expenses for such shall be shared in proportion to the relative linear footage of private ways in the Condominium and the Homeowners Association to the aggregate thereof. For this purpose it shall be deemed that there are three thousand one hundred fifty (3,150)

*Plan Book 770 plan 1

linear feet of private ways in the Condominium and seven thousand three hundred seventy-five (7,375) linear feet of private ways in the Homeowners Association. Therefore, the Condominium shall contribute twenty-nine and nine tenths percent (29.9%) to these expenses and the Homeowners Association shall contribute seventy and one tenth percent (70.1%) to these expenses. Such shares shall constitute part of the Common Expenses of the Condominium and Homeowners Association, respectively, and shall be estimated for and included in their respective budgets for each fiscal year. To the extent such funds are insufficient to defray expenses as incurred the Condominium and Homeowners Association shall supplement their respective contributions as necessary in the foregoing percentages and, if necessary, specially assess their respective Owners. All contracts for such maintenance, upkeep, repair and replacement shall be in the joint name of The Estates At Harvard Hills Condominium Trust and The Estates At Harvard Hills Homeowners Association, Inc.

In such event as the Condominium Trustees and the Homeowners Association Directors should be unable to agree hereunder, the matter shall be submitted to binding arbitration by three arbitrators – one selected by the Condominium Trustees, one selected by the Homeowners Association Directors and one chosen at lot from among a list of experienced community association attorneys submitted by the Massachusetts Housing Finance Agency, or its successor. Such arbitration shall otherwise be conducted under the rules and procedures established by the American Arbitration Association. The standard to be applied by said arbitrators shall be the proper maintenance of the subject ways and the perceived best interests of the Unit Owners of the Condominium and Lot Owners of the Homeowners Association. The cost of such arbitration shall be borne by the Condominium and Homeowners Association in accordance with the aforesaid percentages.

Should any party benefiting hereby institute a legal proceeding to enforce any provision hereof, the party prevailing therein shall be entitled to recoup their attorney's fees and costs incurred therein.

WITNESSETH this instrument executed under seal this 22nd day of June, 2001, this grant by the Trustees of The Estates At Harvard Hills Condominium Trust being made in full compliance with the requirements of Massachusetts General Laws Chapter 183A, § 5(b)(i).

THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Fred Anthony, President

By: [Signature]
Jeremy Pava, Treasurer

THE ESTATES AT HARVARD ^{*see Dec. 94560}
CONDOMINIUM TRUST

By its Trustees
[Signature]
Kevin Schulen, Trustee and
not Individually

[Signature]
Fred Anthony, Trustee and
not Individually

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 22 , 2001

Then personally appeared before me the above-named Fred Anthony, President, and Jeremy Pava, Treasurer, of The Estates At Harvard Hills Homeowners Association and acknowledged the foregoing as their respective free acts and deeds on behalf of said corporation.

[Signature] [Signature]
Lou Ann M. Morse - Notary Public
My commission expires: 9/20/2007

COMMONWEALTH OF MASSACHUSETTS

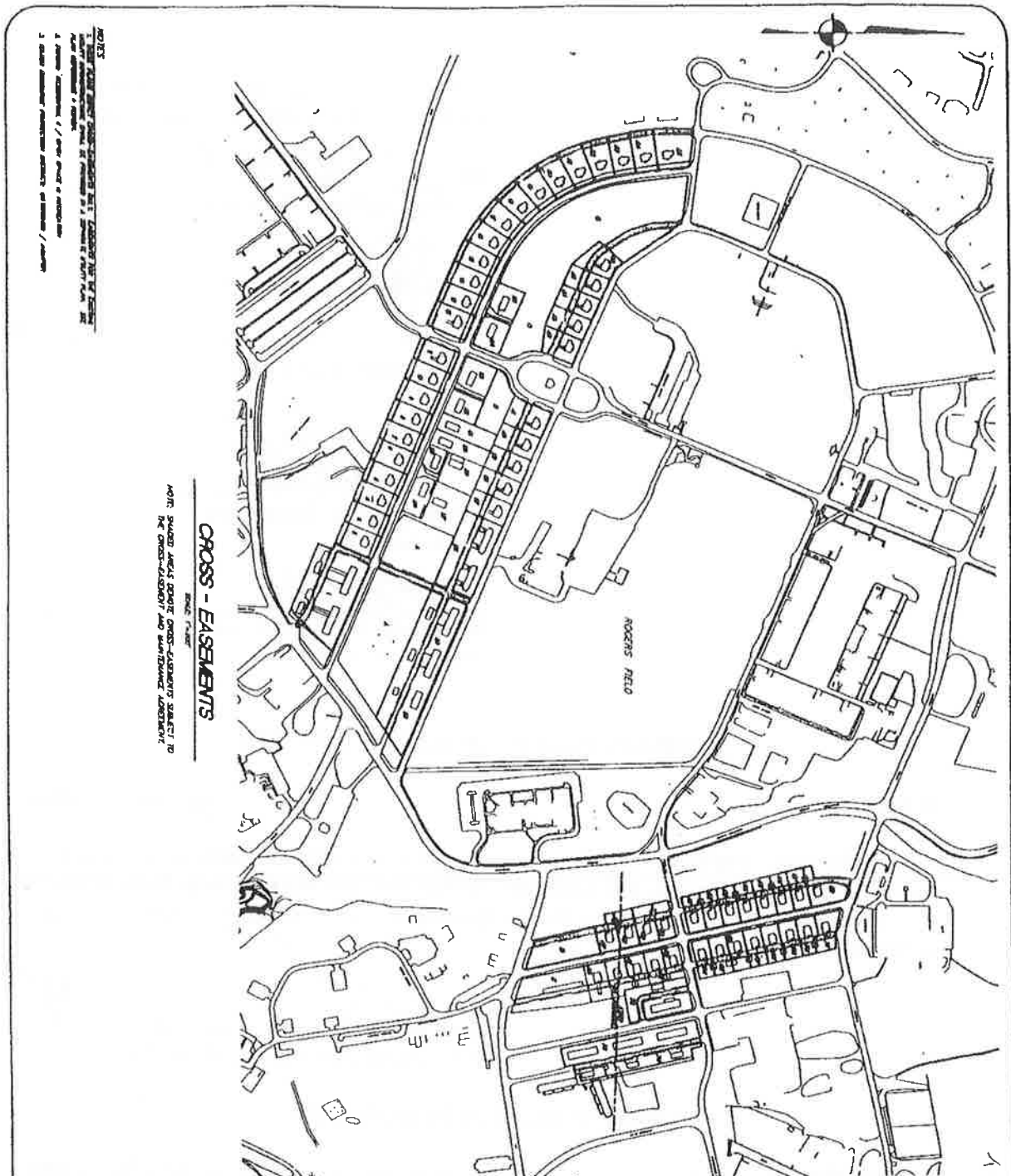
HAMPDEN, ss.

June 22 , 2001

Then personally appeared before me the above-named Kevin Schulen and Fred Anthony, Trustees of The Estates At Harvard Hills Condominium Trust and acknowledged the foregoing as their respective free acts and deeds on behalf of said Trust.

[Signature]
Lou Ann M. Morse - Notary Public
My commission expires: 9/20/2007

ATTEST: WORC. Anthony J. Vigliotti, Registrar



CROSS - EASEMENTS
 SCALE: 1" = 200'

NOTE: SHOWN AREAS SHOW CROSS-EASEMENT SUBJECT TO THE CROSS-EASEMENT AND EASEMENT AGREEMENT.

NOTES:
 1. ALL EASEMENTS ARE SUBJECT TO THE CROSS-EASEMENT AND EASEMENT AGREEMENT.
 2. ALL EASEMENTS ARE SUBJECT TO THE CROSS-EASEMENT AND EASEMENT AGREEMENT.
 3. ALL EASEMENTS ARE SUBJECT TO THE CROSS-EASEMENT AND EASEMENT AGREEMENT.

LEGEND

- 1" = 200'
- 2" = 400'
- 3" = 600'
- 4" = 800'
- 5" = 1000'
- 6" = 1200'
- 7" = 1400'
- 8" = 1600'
- 9" = 1800'
- 10" = 2000'
- 11" = 2200'
- 12" = 2400'
- 13" = 2600'
- 14" = 2800'
- 15" = 3000'
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- 49" = 9800'
- 50" = 10000'

CROSS-EASEMENTS PLAN
ESTATES AT HARVARD HILLS
ATEN AND HARVARD MARCHBERRY
 PREPARED FOR:
KLING STUBBINS LIMITED PARTNERSHIP
 380 BROAD ST., SUITE 200, K. SPRINGFIELD, MA 01109
 MAY 11, 2001

NO.	DATE	REVISION
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PLAN REFERENCES

1. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
2. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
3. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
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5. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
6. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
7. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
8. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
9. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.
10. "DEVELOPMENTAL SUBDIVISIONS - 1978" (AMERICAN LAND USE AND ZONING ACTS, 1978) PREPARED BY THE AMERICAN LAND USE AND ZONING ACTS, 1978.

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LEGEND

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Subordination Agreement

94562

SUBORDINATION AGREEMENT

40/000h3

KNOW ALL MEN BY THESE PRESENTS, that Grinspoon Group Limited Partnership does hereby subordinate its rights and interests under a certain Mortgage from Mass Devens Limited Partnership to it dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book, 22769, Page 159, and the Middlesex County Southern District Registry of Deeds in Book, 31584, Page 001, to the following:

1. An Confirmatory Easement Agreement dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94553
2. A Declaration of Utility Easements by Mass Devens Limited Partnership dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94554
3. Those certain plans entitled " 'Level One Lotting Plan^{*} and 'Level Two Lotting Plan^{**}, Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" dated December 1, 2000, Prepared by Meisner Brem Corporation recorded at the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
* Plan Book 769 plan 122
** Plan Book 769 plan 123
4. An Easement from the Mass Devens Limited Partnership to Verizon New England, Inc., dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94555

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5. An Easement from Mass Devens Limited Partnership to AT & T Broadband dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94556
6. That certain Declaration of Covenants, Conditions, Easements and Restrictions for The Estates at Harvard Hills dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94557
7. Those certain By-Laws of The Estates at Harvard Hills dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94558
8. That certain Master Deed of The Estates at Harvard Hills Condominium dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto;
94559
9. That certain Declaration of Trust of The Estates at Harvard Hills Condominium Trust dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto; and
94560
10. That certain Cross-Easement And Maintenance Agreement dated June 22, 2001, and recorded with Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto.
94561

BK 24342 PG 080

WITNESSETH, the execution hereof on this 22nd day of June, 2001.

**GRINSPOON GROUP LIMITED
PARTNERSHIP**

By Grinspoon Group, Inc.
Its General Partner

By 
Alissa S. Korn
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

June 22, 2001

Then, personally appeared before me the above-named Alissa S. Korn, Treasurer of Grinspoon Group, Inc., a Massachusetts corporation, the general partner of Grinspoon Group Limited Partnership, a Massachusetts limited partnership and acknowledged the foregoing instrument to be her free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership.


Lou Ann M. Morse, Notary Public
My Commission Expires: 9/20/2007



ATTEST: WORC. Anthony J. Vigliotti, Register

Partial Release of Mortgage

30/00/01

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that GRINSPOON GROUP LIMITED PARTNERSHIP ("Releasor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and discharge the premises hereinafter more particularly described from the lien of a certain Mortgage executed by MASS DEVENS LIMITED PARTNERSHIP, in favor of Releasor, dated June 30, 2000, and recorded in the Worcester District Registry of Deeds in Book 22769, Page 159, and in the Middlesex County Southern District Registry of Deeds in Book 31584, Page 001.


Lots B, C, D and E and all therein contained service roads shown on a plan entitled "Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" dated December 1, 2000, Prepared by Meisner Brem Corporation recorded at the Worcester County Worcester District Registry of Deeds ~~in Plan Book _____, Plan _____~~, and the Middlesex County Southern District Registry of Deeds ~~in Plan Book _____, Plan _____~~ and all easement areas and conduit, lines, cable, wire and associated equipment contained therein as described in that certain Declaration of Utility Easements dated June 22, 2001 and recorded at Worcester County Worcester District Registry of Deeds, ~~in Book _____, Page _____~~, and the Middlesex County Southern District Registry of Deeds, ~~in Book _____, Page _____~~.

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IN WITNESS WHEREOF, Releasor has executed this Partial Release as of the 22nd day of June, 2001.

GRINSPOON GROUP LIMITED PARTNERSHIP

By Grinspoon Group, Inc.
Its General Partner

By 
Alissa S. Korn
Its Treasurer

Plan Book 769 plan 122 Plan Book 769 plan 123
* Level One Lotting Plan and Level Two Lotting Plan
** simultaneously herewith but prior hereto

MARCUS, EMMER, EMMER & BROOKS, P.C.
45 BRAINTREE HILL OFFICE PARK, SUITE 107
BRAintree, MA 02184

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF HAMPDEN)

On this 22nd day of June, 2001, before me personally appeared the above-named Alissa S. Korn, Treasurer of Grinspoon Group, Inc., a Massachusetts corporation, the general partner of Grinspoon Group Limited Partnership, a Massachusetts limited partnership, and acknowledged the foregoing instrument to be her free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership.



Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007



ATTEST: WORC. Anthony J. Vigliotti, Register

*Deed from Mass Devens Limited
Partnership to The Estates at
Harvard Hills Homeowners
Association, Inc.*

4570000

THE ESTATES AT HARVARD HILLS

DEED

Mass Devens Limited Partnership, a Massachusetts limited partnership with an address of 380 Union Street, West Springfield, Hampden County, Massachusetts, for consideration less than one hundred dollars grants to The Estates At Harvard Hills Homeowners Association, Inc., a Massachusetts not for profit corporation with an address of 380 Union Street, West Springfield, Hampden County, Massachusetts, with QUITCLAIM COVENANTS, the land with the improvements thereon, if any, shown as Lots B, C, D and E and all therein contained service roads shown on a set of plans entitled " 'Level One Lotting Plan' and 'Level Two Lotting Plan', The Estates At Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" prepared by Meisner Brem Corporation, dated December 1, 2000, recorded with the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto, but excluding all public ways.

*Plan Book 769 plan 122 **Plan Book 769 plan 123

This conveyance is subject to and with the benefit of that certain Declaration of Covenants, Conditions, Easements and Restrictions of The Estates At Harvard Hills dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto, which provide, among other things, that:

- (a) Until such time as the Legislature might pass an act of permanent governance relative to the so-called Devens Regional Enterprise Zone, the Devens Enterprise Commission ("DEC") shall pursuant to Chapter 498 of the Acts of 1993 impose and collect a General Service Fee for the provision of municipal services - that is, snow removal, street maintenance for public roads, trash removal and similar items - such fee being computed on the basis of the number of square feet of gross floor area of residential space and the total square footage of land and assessed to each Lot, including a pro rata share of the Fee applicable to the Common Areas as defined in said Declaration ("Common Areas").
- (b) The use of all Units in the Condominium shall be in accordance with the so-called Devens Reuse Plan and By-Laws, the Rules and Regulations of the Devens Enterprise Commission, the requirements of the Land Disposition Agreement dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 110, and the Middlesex County Southern District Registry of Deeds in Book 31583, Page 559, and all matters referenced therein including, but not limited to the "Legal Requirements," the "Devens Housing

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DIVISION OF RECORDS MANAGEMENT

Redevelopment Historic Preservation Plan dated January 10, 2000," Chapter 498 of the Acts of 1993, and the "Environmental Reports," and the "Federal Facilities Agreement/Covenant Not to Sue" (also referred to as "Administrative Consent Order entitled 'In the Matter of Massachusetts Government Land Bank', No. ACO-CE-95-1005 and Administrative Consent Order and Covenant Not to Sue entitled 'In the Matter of the Government Land Bank Waste Site Cleanup for Fort Devens Redevelopment', No. ACO-CE-3001". In furtherance of the requirements respecting certain of these restrictions, the Historic Preservation Requirements restriction and the Federal Facilities Agreement/Covenant Not to Sue specific requirements are attached as Attachment A and Attachment B.

and intends that the realty conveyed is to be Common Areas as defined in said Declaration.

The Grantor hereby reserves the right, which right shall be in the nature of and construed as a reversionary interest to withdraw from the Common Areas and have title revert in the Grantor, its successors or assigns, all or a portion Lots B, C, D and E for the sole purpose of subdividing the same as individual lots ("Additional Lots") and constructing thereon dwelling units ("Additional Dwelling Units"), and related improvements and thereupon submitting such Additional Lots, Additional Dwelling Units and related improvements to the provisions of the aforesaid Declaration as therein provided for. Such withdrawal shall be affected by the recording in the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds of an instrument duly executed by the Grantor, or its successors and assigns, making reference to this reserved right and exercising the same (hereinafter the "Instrument of Withdrawal"). To the extent necessary the Board of Directors of The Estates At Harvard Hills Homeowners Association, Inc., or its appropriate Officers, shall join therein and convey the withdrawn land to the Grantor. No vote or consent of the Owners described in the said Declaration or their Mortgagees shall be necessary therefore. To the extent such is necessary, it shall be deemed that the Grantor has an irrevocable power of attorney to so vote or consent on behalf of said Owners and/or Mortgagees for which it shall have a power coupled with an interest. The Grantor shall likewise be deemed to have an irrevocable power of attorney to execute the Instrument of Withdrawal on behalf of said Association for which it shall have a power coupled with an interest. The Grantor may exercise the foregoing right with respect to varying portions of said Lots B, C, D and E on one or more occasions as the Grantor may determine provided such occurs within fifteen years of the date of the said Declaration and then only upon the Grantor obtaining the consent of the Massachusetts Finance Development Agency and the Devens Enterprise Commission to such withdrawal, subdivision and development, which consent shall appear on the Instrument of Removal.

In furtherance of the foregoing, the Grantor reserves the right to grant easements for the benefit of each Additional Lot to use all roads, ways, walkways, parking areas,

improvements, and Common Areas as described in said Declaration; the right to grant easements for the installation and maintenance of underground utilities for the benefit of Additional Lots and improvements; the right to incorporate the Additional Lots and improvements herein; all rights necessary and appropriate to undertake and complete the construction of Additional Dwelling Units and appurtenant improvements on the Additional Lots, including the right to add additional improvements and to expand the property as here contemplated. Without limiting the generality of the foregoing and in furtherance thereof, the Grantor hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights: the right of access, ingress, and egress over and upon the Common Areas, including that deemed by the Grantor to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Grantor; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Additional Dwelling Units, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the Additional Lots and the Common Areas; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Additional Lots to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others, including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Areas not subject to rights of exclusive use appurtenant to any Lot; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Owners of the Common Areas to facilitate construction or for purposes of safety (provided that no Owner shall be denied at least one means of access to his/her/their Lot during such periods of restriction); to leave debris resulting from construction in the Common Areas, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Additional Dwelling Units without liability for such interruption of service, provided, however, that the Grantor shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Owner; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Additional Dwelling Units.

The rights, agreements, easements, restrictions, easements, restrictions, provisions and interests set forth above, together with any amendments thereto shall

constitute covenants running with the land and shall inure to the benefit of and bind, as the case may be, any person having at any time any interest or estate in the Unit, his agents, servants, employees, licensees, invitees, visitors, guests, lessees and occupants as though the same were fully set forth herein.


This conveyance does not constitute all or substantially all of the assets of the Grantor.

Being a portion of the premises conveyed to the Grantor by the Massachusetts Development Finance Agency by deed dated June 30, 2000, and recorded with the Worcester County Worcester District Registry of Deeds in Book 22769, Page 90, and the Middlesex County Southern District Registry of Deeds in Book 31583, Page 539.

Executed under seal this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

By Nepsa 2000 Property Investors, Inc.
Its General Partner

By 
Fred Anthony
Its Vice President

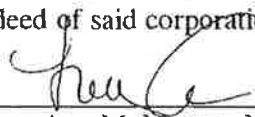
By 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

June 22, 2001

Then personally appeared the above-named Fred Anthony and Jeremy Pava, Vice President and Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,


Lou Ann M. Morse - Notary Public
My commission expires: 9/20/2007

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ATTEST: WORC. Anthony J. Vigliotti, Register,

*Assignment of Easement and Transfer
of Property by Mass Devens Limited
Partnership to The Estates at
Harvard Hills Homeowners
Association, Inc.*

ASSIGNMENT OF EASEMENT
AND TRANSFER OF PROPERTY

30/00M3

KNOW ALL MEN BY THESE PRESENTS that Mass Devens Limited Partnership, a Massachusetts limited partnership having a usual place of business at 380 Union Street, West Springfield, Hampden County, Massachusetts, for consideration of less than one hundred dollars, does hereby assign, set-over, transfer and convey to The Estates At Harvard Hills Homeowners Association, Inc., a Massachusetts not for profit corporation with an address of 380 Union Street, West Springfield, Hampden County, Massachusetts, all of its right, title and interest as reserved in that certain Declaration of Utility Easement dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto, and all of its right, title and interest in and to all conduit, lines, cables, wires and associated equipment for the transmission and distribution of electricity extant within the 20' Utility Easement areas as shown on the that certain plan entitled "Plan of Reserved Utility Easements", Location: Estates at Harvard Hills, Auman & Buena Vista Streets, Ayer and Harvard, MA, Prepared for: Mass Devens Limited Partnership, 380 Union St., Suite 300, W. Springfield, MA 01089" prepared by Howe Surveying Associates, Inc. dated June 12, 2001, Scale 1" = 60', intending the same to constitute part of the Common Areas of The Estates At Harvard Hills, a planned unit community to be created by a Declaration of Covenants, Conditions, Easements and Restrictions hereinafter to be recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds.

* Plan Book 769 plan 121

IN WITNESS WHEREOF, this Easement has been executed the Grantor as of this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP

a Massachusetts Limited Partnership

By Nepsa 2000 Property Investors, Inc.
Its General Partner

By [Signature]
Fred Anthony
Its Vice President

By [Signature]
Jeremy Pava
Its Treasurer

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COMMONWEALTH OF MASSACHUSETTS

Hampden, SS.

June 22 , 2001

Then personally appeared the above-named Fred Anthony and Jeremy Pava, Vice President and Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,



Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007



ATTEST: WORC. Anthony J. Vigliotti, Register

Budget

7/24/2002

Homeowner's Association- Devens
Projected Budget for 69 Units

	<u>2002 Budget</u>
<u>Revenue</u>	
Common Charges - Homeowners Market	32,343
Other Income	125
Total Revenue	<u>32,468</u>
<u>Expenses</u>	
Administrative Expenses:	
Management Fee	12,420
Insurance	4,500
Office	750
Legal/Audit	2,500
Miscellaneous	-
Total Administrative Expenses	<u>20,170</u>
<u>Operating Expenses:</u>	
Common Area Electricity	
Heat Expense	
Hot Water	
Snow Removal	4,348
Lawn Maintenance	2,300
Maintenance, Repair, Supplies, & Labor	
Clean Common Areas	650
Total Operating Expenses	<u>7,298</u>
Total Expenses	27,468
Reserve for Replacement Contribution	5,000
Total Expenses	<u>32,468</u>
Net Income (Loss)	<u><u>-</u></u>

Two-month reserve balance

* Future charges may be incurred.



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Page: 1 of 2 12/09/2003 02:50 PM

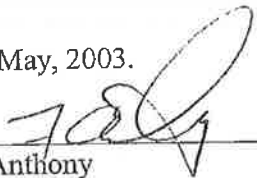
**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

RESIGNATION OF DIRECTORS


Reference is hereby made to those certain By-Laws dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 379, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 130, as may be amended, which By-Laws established, pursuant to Massachusetts General Laws, Chapter 183A, The Estates At Harvard Hills, a planned unit development established pursuant to a Declaration of Covenants, Easements and Restrictions dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 087, as may be amended.

The undersigned, Fred Anthony and Jeremy Pava, having been heretofore duly appointed as the Directors of The Estates At Harvard Hills Homeowners Association, Inc., do, pursuant to Article 4, Section 4.2(b) of said By-Laws, hereby resign as Directors thereof effective May 2, 2003.

WITNESS our hands and seals as of the 2nd day of May, 2003.




Fred Anthony



Jeremy Pava

[ACKNOWLEDGMENTS ARE ON NEXT PAGE]

Return:  Alpine Property Management
Damoy Mill Sq. Ste. EB-23
Concord, MA 01742

7/24/2002

Homeowner's Association- Devens
Projected Budget for 69 Units

	<u>2002 Budget</u>
Revenue	
Common Charges - Homeowners Market	32,343
Other Income	125
Total Revenue	<u>32,468</u>
Expenses	
Administrative Expenses:	
Management Fee	12,420
Insurance	4,500
Office	750
Legal/Audit	2,500
Miscellaneous	-
Total Administrative Expenses	<u>20,170</u>
Operating Expenses:	
Common Area Electricity	
Heat Expense	
Hot Water	
Snow Removal	4,348
Lawn Maintenance	2,300
Maintenance, Repair, Supplies, & Labor	
Clean Common Areas	650
Total Operating Expenses	<u>7,298</u>
Total Expenses	27,468
Reserve for Replacement Contribution	5,000
Total Expenses	<u>32,468</u>
Net Income (Loss)	<u> </u>

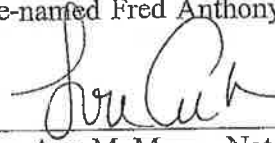
Two-month reserve balance
* Future charges may be incurred.

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Fred Anthony and acknowledged the foregoing to be his free act and deed.



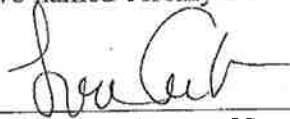
Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Jeremy Pava and acknowledged the foregoing to be his free act and deed.



Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007

ATTEST: WORC. Anthony J. Vigliotti, Register

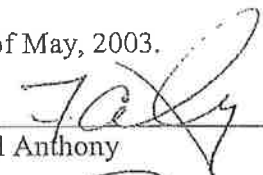
**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

RESIGNATION OF DIRECTORS


Reference is hereby made to those certain By-Laws dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 379, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 130, as may be amended, which By-Laws established, pursuant to Massachusetts General Laws, Chapter 183A, The Estates At Harvard Hills, a planned unit development established pursuant to a Declaration of Covenants, Easements and Restrictions dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 087, as may be amended.

The undersigned, Fred Anthony and Jeremy Pava, having been heretofore duly appointed as the Directors of The Estates At Harvard Hills Homeowners Association, Inc., do, pursuant to Article 4, Section 4.2(b) of said By-Laws, hereby resign as Directors thereof effective May 2, 2003.

WITNESS our hands and seals as of the 2nd day of May, 2003.



Fred Anthony



Jeremy Pava

1-2-04
DATE
NO. 74

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Fred Anthony and acknowledged the foregoing to be his free act and deed.



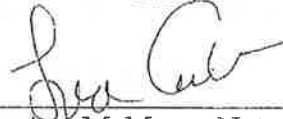
Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Jeremy Pava and acknowledged the foregoing to be his free act and deed.



Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007

09



**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

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Page: 1 of 4 12/18/2003 11:28 AM

**CERTIFICATE OF ELECTION OF DIRECTORS
AT SPECIAL MEETING**

Reference is hereby made to those certain By-Laws dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 379, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 130, as may be amended, which By-Laws established, pursuant to Massachusetts General Laws, Chapter 183A, The Estates At Harvard Hills, a planned unit development established pursuant to a Declaration of Covenants, Easements and Restrictions dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 087, as may be amended.

We, the undersigned, being all of the Directors of The Estates At Harvard Hills Homeowners Association, Inc., do hereby certify, pursuant to Article IV, Section 4.2(b), of said By-Laws, as follows:

1. On May 2, 2003, pursuant to Article IV, Section 4.2(b) of said By-Laws, a special meeting of Owners of The Estates At Harvard Hills was duly held.

2. At said meeting, pursuant to the provisions of Article IV, Section 4.2(b), the following individuals were duly elected by the vote, in person or by proxy, of a majority of the Owners:

Hongmin Chen

Daniel Saroff

Armen Demerjian

Dean Wade

Ian MacPherson

*MA 01
ALPINE PROPERTY MANAGEMENT
12 DAMON MILL SQ EB-2S
CONCORD, MA 01742-2841*

3. Giving effect to the foregoing, said individuals, by the execution hereof, hereby accepting said election, state the Directors of The Estates At Harvard Hills Homeowners Association, Inc., their respective offices, and the expiration of their respective terms, are as follows:

Dean Wade - Vice President	Annual Meeting 2004
Hongmin Chen - Treasurer	Annual Meeting 2005
Ian MacPherson - Clerk	Annual Meeting 2005
Armen Demerjian - President	Annual Meeting 2006
Daniel Saroff	Annual Meeting 2006

Sworn and subscribed to this 24 day of November, 2003.

**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

By Hongmin Chen
Hongmin Chen, Director

By Armen Demerjian
Armen Demerjian, Director

By Ian MacPherson
Ian MacPherson, Director

By Daniel Saroff
Daniel Saroff, Director

By Dean Wade
Dean Wade, Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Hongmin Chen, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Armen Demerjian, Director as aforesaid and acknowledged the foregoing to be his/her free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Ian MacPherson, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:

My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Daniel Saroff, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Eckert

Notary public

My commission expires:

My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Dean Wade, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Eckert

Notary public

My commission expires:

My Commission Expires
January 23, 2009

OL

THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION
To Execute Certificates
Under M.G.L.c. 183A, Section 6(d)

Reference is hereby made to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87.

We the undersigned, being a majority of the Trustees of said Estates at Harvard Hills, acting pursuant to our authority as contained in said Declaration of Covenants and Massachusetts General Laws Chapter 183A, do hereby designate and empower Ali L. Beyranevand, President of Alpine Property Management Corporation, to execute certificates pursuant to Massachusetts General Laws Chapter 183A, Section 6(d).

Armen Demerjian
Armen Demerjian, Trustee

Ian MacPherson
Ian MacPherson, Trustee

Dean Wade
Dean Wade, Trustee

Hongmin Chen
Hongmin Chen, Trustee

Daniel Saroff
Daniel Saroff, Trustee



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Page: 1 of 1 12/30/2003 11:55 AM

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS. December 1, 2003

Then personally appeared before me the above-named,
Armen Demerjian, Ian MacPherson, Dean Wade,
Hongmin Chen, and Daniel Saroff,

and acknowledged the foregoing instrument to be their free act and deed.

Cynthia B. Ecker
Notary Public

My Commission Expires
January 23, 2009

ATTEST: WORC. Anthony J. Vigliotti, Register

MA-1
ALPINE PROPERTY MANAGEMENT
12 DAMON MILL SQ EB-25
CONCORD, MA
01742-2841

M



Bk: 41718 Pg: 172

Recorded: 01/02/2004

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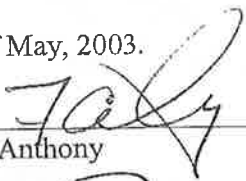
**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

RESIGNATION OF DIRECTORS

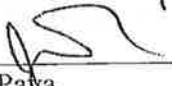
Reference is hereby made to those certain By-Laws dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 379, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 130, as may be amended, which By-Laws established, pursuant to Massachusetts General Laws, Chapter 183A, The Estates At Harvard Hills, a planned unit development established pursuant to a Declaration of Covenants, Easements and Restrictions dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 087, as may be amended.

The undersigned, Fred Anthony and Jeremy Pava, having been heretofore duly appointed as the Directors of The Estates At Harvard Hills Homeowners Association, Inc., do, pursuant to Article 4, Section 4.2(b) of said By-Laws, hereby resign as Directors thereof effective May 2, 2003.

WITNESS our hands and seals as of the 2nd day of May, 2003.



Fred Anthony



Jeremy Pava

1-2-04
DATE
72
NO.

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Fred Anthony and acknowledged the foregoing to be his free act and deed.



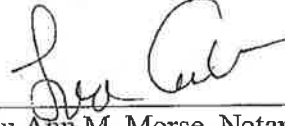
Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

November 7, 2003

Then personally appeared before me the above-named Jeremy Pava and acknowledged the foregoing to be his free act and deed.



Lou Ann M. Morse, Notary Public
My commission expires: 9/20/2007



Bk: 41719 Pg: 362

Recorded: 01/02/2004

Document: 00000363 Page: 1 of 4

**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE OF ELECTION OF DIRECTORS
AT SPECIAL MEETING**

Reference is hereby made to those certain By-Laws dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 379, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 130, as may be amended, which By-Laws established, pursuant to Massachusetts General Laws, Chapter 183A, The Estates At Harvard Hills, a planned unit development established pursuant to a Declaration of Covenants, Easements and Restrictions dated June 22, 2001, and recorded with the Worcester County Worcester District Registry of Deeds in Book 24341, Page 336, and the Middlesex County Southern District Registry of Deeds in Book 33131, Page 087, as may be amended.

We, the undersigned, being all of the Directors of The Estates At Harvard Hills Homeowners Association, Inc., do hereby certify, pursuant to Article IV, Section 4.2(b), of said By-Laws, as follows:

1. On May 2, 2003, pursuant to Article IV, Section 4.2(b) of said By-Laws, a special meeting of Owners of The Estates At Harvard Hills was duly held.

2. At said meeting, pursuant to the provisions of Article IV, Section 4.2(b), the following individuals were duly elected by the vote, in person or by proxy, of a majority of the

Owners:

Hongmin Chen

Daniel Saroff

Armen Demerjian

Dean Wade

Ian MacPherson

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3. Giving effect to the foregoing, said individuals, by the execution hereof, hereby accepting said election, state the Directors of The Estates At Harvard Hills Homeowners Association, Inc., their respective offices, and the expiration of their respective terms, are as follows:

Dean Wade - Vice President	Annual Meeting 2004
Hongmin Chen - Treasurer	Annual Meeting 2005
Ian MacPherson - Clerk	Annual Meeting 2005
Armen Demerjian - President	Annual Meeting 2006
Daniel Saroff	Annual Meeting 2006

Sworn and subscribed to this 24th day of Nov., 2003.

**THE ESTATES AT HARVARD HILLS
HOMEOWNERS ASSOCIATION, INC.**

By 
Hongmin Chen, Director

By 
Armen Demerjian, Director

By 
Ian MacPherson, Director

By 
Daniel Saroff, Director

By 
Dean Wade, Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Hongmin Chen, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Armen Demerjian, Director as aforesaid and acknowledged the foregoing to be his/her free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Ian MacPherson, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia L. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Daniel Saroff, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia B. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Nov. 24, 2003

Then personally appeared before me the above-named Dean Wade, Director as aforesaid and acknowledged the foregoing to be his free act and deed.

Cynthia B. Ecker
Notary public
My commission expires:
My Commission Expires
January 23, 2009

THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION
To Execute Certificates
Under M.G.L.c. 183A, Section 6(d)



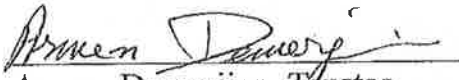
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Recorded: 01/02/2004

Document: 00000364 Page: 1 of 1

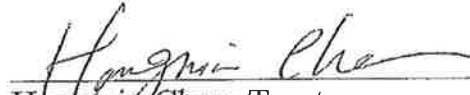
Reference is hereby made to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87. ✓


We the undersigned, being a majority of the Trustees of said Estates at Harvard Hills, acting pursuant to our authority as contained in said Declaration of Covenants and Massachusetts General Laws Chapter 183A, do hereby designate and empower Ali L. Beyranevand, President of Alpine Property Management Corporation, to execute certificates pursuant to Massachusetts General Laws Chapter 183A, Section 6(d).


Armen Demerjian, Trustee


Ian MacPherson, Trustee


Dean Wade, Trustee


Hongmin Chen, Trustee


Daniel Saroff, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

December 1

, 2003

Then personally appeared before me the above-named,

Armen Demerjian, Ian MacPherson, Dean Wade,
Hongmin Chen, and Daniel Saroff,

and acknowledged the foregoing instrument to be their free act and deed.


Notary Public

My Commission Expires
January 23, 2009

364

364

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THE ESTATES AT HARVARD HILLS HOMEOWNERS
PAYMENT RESOLUTION

We, the undersigned, being a majority of the Trustees of The Estates at Harvard Hills Homeowners Association, pursuant to the Master Deed dated June 26, 2001 recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, do hereby adopt the following resolution pursuant to Article III, Section 3.4 H of said Master Deed.

Homeowners' dues and all other applicable charges are due on the first day of each quarter with a twenty-eight (28) day grace period. Any and all payments received will be applied to the oldest charges first. Homeowners are required to send their payments in full and on time even if an invoice is not received.

Any homeowner whose payment has not been received in full and on time resulting in an outstanding balance of \$15 or more, will automatically be assessed a late fee of \$15. A Notice of Outstanding Charges (notice) will be sent by the managing agent shortly after the 28th of each month, including any late fees that have been assessed to the account.

If a homeowner wishes to dispute any charges on his/her account, he/she must:

1. Pay the stated charges in full. Otherwise, the owner's request to dispute the charge will be denied and the charges will remain on the homeowner's account.
2. Submit a written request (within 30 days of receipt of said Notice) stating why the disputed charges should be waived. Furthermore, it is the owner's responsibility to ensure that the Managing Agent has received said request and to find out when the next Board meeting is. **Note:** The owner may not dispute homeowners' dues or special assessments.

After receiving the request, the Managing Agent will acknowledge receipt of said request to the owner as well as the date when said request will be presented to the Board. In addition, owner may attend the meeting in person to answer any of the Trustees' questions.

After the Board meeting, the Managing Agent will notify the owner in writing of the Board's decision.

If the Board has approved the owner's request, the owner's account will be credited for that amount and the owner's next quarterly invoice will reflect the credit.

If the Board has denied the owner's request, the owner has exhausted all further appeals.

The Managing Agent has no authority to waive late fees or any other charges without the approval of the Board.

EXECUTED under seal this 8th day of November, 2004.


Trustee


Trustee


Trustee

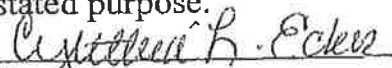

Trustee

Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 8th day of November, 2004, the undersigned notary public, personally appeared, Keens Keel, Daniel Saroff, Hongmin Chen, Armen Demegjian, and _____, being a majority of the Board of Trustees of The Estates at Harvard Hills Homeowners Association and acknowledged the foregoing instrument to be their free act and deed, and acknowledged to me that they signed the foregoing document voluntarily for its stated purpose.


Notary Public

My Commission Expires:

THE ESTATES AT HARVARD HILLS HOMEOWNERS
PAYMENT RESOLUTION

We, the undersigned, being a majority of the Trustees of The Estates at Harvard Hills Homeowners Association, pursuant to the Master Deed dated June 26, 2001 recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, do hereby adopt the following resolution pursuant to Article III, Section 3.4 H of said Master Deed.

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1. Pay the stated charges in full. Otherwise, the owner's request to dispute the charge will be denied and the charges will remain on the homeowner's account.
2. Submit a written request (within 30 days of receipt of said Notice) stating why the disputed charges should be waived. Furthermore, it is the owner's responsibility to ensure that the Managing Agent has received said request and to find out when the next Board meeting is. **Note:** The owner may not dispute homeowners' dues or special assessments.

After receiving the request, the Managing Agent will acknowledge receipt of said request to the owner as well as the date when said request will be presented to the Board. In addition, owner may attend the meeting in person to answer any of the Trustees' questions.

THE ESTATES AT HARVARD HILLS HOMEOWNERS
PAYMENT RESOLUTION

We, the undersigned, being a majority of the Trustees of The Estates at Harvard Hills Homeowners Association, pursuant to the Master Deed dated June 26, 2001 recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, do hereby adopt the following resolution pursuant to Article III, Section 3.4 H of said Master Deed.

Homeowners' dues and all other applicable charges are due on the first day of each quarter with a twenty-eight (28) day grace period. Any and all payments received will be applied to the oldest charges first. Homeowners are required to send their payments in full and on time even if an invoice is not received.

Any homeowner whose payment has not been received in full and on time resulting in an outstanding balance of \$15 or more, will automatically be assessed a late fee of \$15. A Notice of Outstanding Charges (notice) will be sent by the managing agent shortly after the 28th of each month, including any late fees that have been assessed to the account.

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1. Pay the stated charges in full. Otherwise, the owner's request to dispute the charge will be denied and the charges will remain on the homeowner's account.
2. Submit a written request (within 30 days of receipt of said Notice) stating why the disputed charges should be waived. Furthermore, it is the owner's responsibility to ensure that the Managing Agent has received said request and to find out when the next Board meeting is. **Note:** The owner may not dispute homeowners' dues or special assessments.

After receiving the request, the Managing Agent will acknowledge receipt of said request to the owner as well as the date when said request will be presented to the Board. In addition, owner may attend the meeting in person to answer any of the Trustees' questions.

*Met. L. Harvard Hills Home Owners Assoc
c/o Alpine Property Mgmt
12 Danonmill Sq
Concord, MA 01742*



2004 00297561

After the Board meeting, the Managing Agent will notify the owner in writing of the Board's decision.

If the Board has approved the owner's request, the owner's account will be credited for that amount and the owner's next quarterly invoice will reflect the credit.

If the Board has denied the owner's request, the owner has exhausted all further appeals.

The Managing Agent has no authority to waive late fees or any other charges without the approval of the Board.

EXECUTED under seal this 8th day of November, 2004.


Trustee


Trustee


Trustee

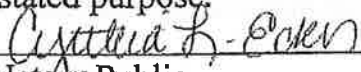

Trustee

Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 8th day of November, 2004, the undersigned notary public, personally appeared, Keena Keel, Daniel Saroff, Hongmin Chen, Armen Demerjian, and _____, being a majority of the Board of Trustees of The Estates at Harvard Hills Homeowners Association and acknowledged the foregoing instrument to be their free act and deed, and acknowledged to me that they signed the foregoing document voluntarily for its stated purpose.


Notary Public

My Commission Expires:

My Commission Expires
January 23, 2009

After the Board meeting, the Managing Agent will notify the owner in writing of the Board's decision.

If the Board has approved the owner's request, the owner's account will be credited for that amount and the owner's next quarterly invoice will reflect the credit.

If the Board has denied the owner's request, the owner has exhausted all further appeals.

The Managing Agent has no authority to waive late fees or any other charges without the approval of the Board.

EXECUTED under seal this 8th day of November, 2004.

[Signature]
Trustee

[Signature]
Trustee

[Signature]
Trustee

[Signature]
Trustee

Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 8th day of November, 2004, the undersigned notary public, personally appeared, Keena Keel, Daniel Saroff, Hongmin Chen, Armen Demerjian, and _____, being a majority of the Board of Trustees of The Estates at Harvard Hills Homeowners Association and acknowledged the foregoing instrument to be their free act and deed, and acknowledged to me that they signed the foregoing document voluntarily for its stated purpose.

[Signature]
Notary Public

My Commission Expires: [Signature]

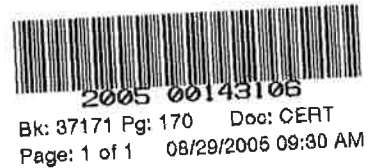
My Commission Expires
January 23, 2009

THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION
Certificate of Officers and Trustees

B/K

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

Officers: Armen Demerjian President
Keena Keel Secretary
Daniel Saroff Treasurer



Trustees: Mike Donabedian

WITNESS my hand and seal this 8th day of August, 2005.

(Signature of Keena Keel)
Keena Keel, Secretary

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 8th day of August, 2005, the undersigned notary public, personally appeared, Keena Keel, Secretary of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.

(Signature of Cynthia B. Eckers)
Notary Public

My Commission Expires
January 23, 2009

seal

rd

ATTEST: WORC. Anthony J. Vigliotti, Register

Alpine Property Management Co. Inc
12 Damon Mill Sq
Concord MA 01742

**THE ESTATES AT HARVARD HILLS HOMEOWNERS
ASSOCIATION
Certificate of Officers and Trustees**

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

25/10

Officers: Armen Demerjian President
Keena Keel Secretary
Daniel Saroff Treasurer



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Page: 1 of 1 08/29/2005 09:30 AM

Trustees: Mike Donabedian

WITNESS my hand and seal this 8th day of August, 2005.

[Signature]
Keena Keel, Secretary

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 8th day of August, 2005, the undersigned notary public, personally appeared, Keena Keel, Secretary of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.

*Alpine Property Management Corp
12 Damon Hill Sq
Concord MA 01742*

[Signature]
Notary Public

My Commission Expires
January 23, 2009

ATTEST: WORC. Anthony J. Vigliotti, Register

[Handwritten mark]

[Handwritten mark]

G

**THE ESTATES AT HARVARD HILLS HOMEOWNERS
ASSOCIATION**
Certificate of Officers and Trustees

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

Officers:	Daniel Saroff	President
	Keena Keel	Secretary
	Janet Kinch	Treasurer



BK: 47719 Pg: 553 Doc: CERT
Page: 1 of 1 08/29/2006 09:11 AM

Trustees: Armen Demerjian
Mike Donabedian

WITNESS my hand and seal this 25th day of May, 2006.



Keena Keel, Secretary




Attest. Middlesex S. Registrar

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 25th day of May, 2006, the undersigned notary public, personally appeared, Keena Keel, Secretary of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.



Notary Public

My Commission Expires
January 23, 2007

*Proposed to
Keel: April 21/06.
12 Down Hill SE.
Consent, up 0124L*

*Declaration of Covenants,
Conditions, Easements and
Restrictions*

BR 24341 PG 336

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

94557

of THE ESTATES AT HARVARD HILLS

69/2001

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES AT HARVARD HILLS (the "Declaration"), is made this day by the Mass Devens Limited Partnership, a Massachusetts limited partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Ayer and Harvard, Massachusetts, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and shown on a set of plans entitled "Level One Lotting Plan" and "Level Two Lotting Plan", Estates at Harvard Hills, Ayer and Harvard, Massachusetts Prepared For: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" dated December 1, 2000, Prepared by Meisner Brem Corporation, recorded at Worcester County Worcester District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto (collectively, such real estate, together with any additional real estate that becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate"); and

WHEREAS, The Real Estate is divided into residential Lots in order to create a residential community to be known as "The Estates at Harvard Hills Homeowners Association, Inc." with, among other things, landscape easements, drainage easements, utility easements, access easements and common areas for the benefit of such residential community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values of the lots in such community and the common areas therein and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values of the lots in said community, to create an organization to which shall be delegated and assigned, among other things, the powers of owning, maintaining and administering any common areas located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

*Plan Book Ho9 plan 122
*Plan Book Ho9 plan 123

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WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the Commonwealth of Massachusetts, a not-for-profit corporation under the name "The Estates at Harvard Hills Homeowners Association" or a similar name for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that the Real Estate, including any additional real estate that may be subjected to this Declaration as provided herein, shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and shall be binding on, and inure to the benefit of, all persons or entities now or hereafter having any right, title, or interest in the Real Estate or any part thereof, their heirs, successors, successors-in-title, and assigns. Declarant, for itself and its successors and assigns, reserves the right and privilege to subject Additional Land (as hereinafter defined) to the terms and provisions of this Declaration by recording with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds, an amendment or supplement to this Declaration making reference to the terms and provisions hereof and purporting to subject such Additional Land to the provisions hereof. Such amendment or supplement shall not require the vote or approval of any Owners or Mortgagees. To the extent any such vote or approval is required, it shall be deemed that the Declarant has been given an irrevocable power of attorney to so vote and/or approve of such addition on behalf of the Owners and Mortgagees for which the Declarant shall have a power coupled with an interest. Any such Additional Land, from and after being so subjected to the provisions of this Declaration, shall be deemed a part of the Real Estate for all purposes of this Declaration. Additionally, the Declarant reserves the right to convert, subdivide and withdraw portions of the hereinafter defined Common Area into individual Lots and to build thereon Dwelling Units as hereinafter defined, all in accordance with Article XIV hereof.

ARTICLE I
DEFINITIONS

Section 1.3. "Applicable Date" means the date determined pursuant to Section 4.3 of this Declaration.

Section 1.4. "Articles of Incorporation" means the Articles of Incorporation of the Association, as the same may be amended from time to time, as filed with the Secretary of State of the Commonwealth of Massachusetts.

Section 1.5. "Association" means The Estates at Harvard Hills Homeowners Association, Inc., or an organization of similar name, formed, or to be formed, as an Massachusetts not-for-profit corporation, its successors and assigns with a mailing address of 380 Union Street, Suite 300, West Springfield, Massachusetts 01089.

Section 1.6. "Association Documents" means this Declaration, the Articles of Organization, the By-Laws and all rules and regulations adopted by the Board of Directors.

Section 1.7. "Board of Directors" means the Board of Directors of the Association.

Section 1.8. "By-Laws" means the By-Laws of the Association, as the same may be amended from time to time.

Section 1.9. "Committee" means the "The Estates at Harvard Hills Architectural Control Committee" established pursuant to Section 6.1 of this Declaration.

Section 1.10. "Common Areas" means (i) that area designated on any Plans recorded hereunder as Common Area, (ii) all Lots conveyed by the Declarant to the Association by a deed that contains a statement to the effect that said Lot(s) are intended to be "Common Areas", (iii) the service roads designated as such on the Plan as service roads; (iv) all Easements conveyed by the Declarant to the Association by an instrument that contains a statement to the effect that such Easement is intended to the "Common Areas", and (v) all facilities and personal property owned or leased by the Association from time to time.

Section 1.11. "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, operation, maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including, without limitation, expenses for the improvement, maintenance, repair or replacement of any Easement areas, the drainage system located within and upon the Drainage Easements, the Common Areas or any streets and/or service roads within or upon the Real Estate (to the extent the same are the responsibility of the Association), (iii) all sums lawfully assessed against the Owners by the Association, and (iv) all sums declared by this Declaration to be Common Expenses.

Section 1.12. "Declarant" means Mass Devens Limited Partnership, a Massachusetts Limited Partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

Section 1.13. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Declarant no longer owns any Lot within or upon the Real Estate.

Section 1.14. "Drainage Easement" means that area designated on any Plan as a Drainage Easement, either separately or in combination with any other easement designated on such Plan, and such other drainage easements hereafter designated by Declarant as reasonably necessary for the future development of the Real Estate, provided the same do not interfere with the improvements constructed or to be constructed on the Real Estate.

Section 1.15. "Dwelling Unit" means one or more rooms connected together in a residential building which are arranged, designed, used and intended for use by one or more human beings living as a single household unit; and which includes lawful sanitary facilities and cooking, eating and sleeping space reserved solely for the occupants thereof.

Section 1.16 "Land Disposition Agreement" means that certain agreement made and entered into between the Massachusetts Development Finance Agency and the Declarant dated June 30, 2000, recorded with the Worcester County Worcester District Registry of Deeds in Book 22769,

Page 110, and with the Middlesex County Southern District Registry of Deeds in Book 31583, Page 559.

Section 1.17. "Landscape Easement" means that area designated on any Plan as a Landscape Easement, either separately or in combination with any other easement designated on such Plan.

Section 1.18. "Lot" means any numbered parcel of land shown and identified as a Lot on any Plan.

Section 1.19. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

Section 1.20. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot. The term Owner as used herein shall include Declarant so long as Declarant shall own any Lot.

Section 1.21. "Plan" means the subdivision plan of the Real Estate (as described on Schedule A) identified as the "Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared for: Mass Devens Limited Partnership, 380 Union Street, Suite 300, West Springfield, MA 01089 dated December 1, 2000, Prepared by Meisner Brem Corporation, Scale 1" = 200" as hereafter recorded in the Worcester District Registry of Deeds and Middlesex South Registry of Deeds (as the same may be amended or supplemented from time to time and any subdivision plan(s) for any Additional Land hereafter subjected to the provisions of this Declaration, which subdivision plans are hereafter recorded in the Worcester District Registry of Deeds and Middlesex South Registry of Deeds.

Section 1.22. "Regular Assessments" has the meaning set forth in Section 7.1 of this Declaration.

Section 1.23. "Special Assessments" has the meaning set forth in Section 7.1 of this Declaration.

Section 1.24. "Utility Easement" means that area designated on the Plan as a Utility Easement, be it water, sanitary sewer, gas, electric, telephone or cable, either separately or in combination with any other easement designated on such Plan, and such other utility easements designated or granted by Declarant as reasonably necessary for the development, current or future, of the Real Estate, provided the same do not interfere with the improvements constructed or to be constructed on the Real Estate. Any area designated on the Plan, or any other plan depicting the Real Estate, as an "Access Easement" area may also be utilized as a "Utility Easement". The placement of any pipe, wire, conduit, line main, pole or similar item used in connection with water, sanitary sewer, gas, electric, telephone or cable or similar item shall be deemed as the designation of a Utility Easement by the Declarant.

ARTICLE II
APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate, shall be subject to and shall observe and comply with the covenants, conditions, easements, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by Board of Directors on behalf of the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Declarant and the Association provided for by this Declaration, and also for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners from time to time of the Lots to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III
PROPERTY RIGHTS

Section 3.1. Owners' Easement of Enjoyment of Common Areas. Declarant hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot subject to the following:

- (i) the right of the Association (after conveyance of the Common Areas to the Association) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) of the votes cast, in person or by proxy, by all of the members of the Association entitled to vote, voting as a single voting group, present at a meeting at which a quorum is present;
- (ii) the right of the Association to grant a non-exclusive easement to the Unit Owners of The Estates At Harvard Hills Condominium to use the private ways shown on the Plans subject to such terms and conditions as may be set forth in the instrument granting the same.
- (iii) the right of the Board of Directors to suspend an Owner's right to use the Common Areas (except that access and utilities to the Dwelling Unit shall never be denied to the Owner) for any period during which such Owner shall be in default in the payment of any assessment

levied by the Association or the payment of any other amount or in the performance of any other term of this Declaration or for any violation by an Owner of the Association's rules and regulations;

- (iv) the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas; provided that the granting of such mortgage is consented to by the Owners holding two-thirds (2/3) of the votes and provided further, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, easements and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any Mortgage, irrespective of when executed;
- (v) the right (but not the obligation) of the Declarant to install, construct and dedicate to the Association playgrounds, basketball courts and/or recreation areas in and on the Common Areas;
- (vi) the Declarant's reserved easements and rights as described in this Declaration and the right of the Declarant to grant easements in and to the Common Areas to any public agency, authority, or utility for such purposes as benefit the Real Estate or portions thereof;
- (vii) all other easements declared, created or reserved elsewhere in this Declaration or in any Plan, including being shown thereon; and
- (viii) the terms and provisions of this Declaration.

Section 3.2. Any Owner may delegate, in accordance with the By-Laws and any reasonable rules and regulations promulgated from time to time by the Board of Directors, his right of enjoyment of the Common Areas to his family members or tenants who reside on the Lot or to any guests when accompanied by such Owner, family member or tenant.

Section 3.3. Prior to the conveyance of the first Lot by Declarant, Declarant shall convey all of its right, title and interest in and to the Common Areas designated as such on any Plan to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association, subject to its reserved rights as delineated in Article XIV hereof.

Section 3.4. Easements

A. Declarant hereby declares, creates and reserves the right to grant the Utility Easements (i) for the use of Declarant during the Development Period for access to and installation, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services; and (ii) for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of such utility services. Except for (i) retaining walls, sidewalks and driveways installed by Declarant or the Association or by the Owner with the approval of the Committee, or (ii) decks and/or patios approved by the Committee, no improvements or structures shall be erected or maintained upon said Utility Easements; provided, however, that any installations permitted hereby shall in all events be installed in compliance with and subject to all applicable rules or regulations of the public utility companies and governmental agencies for which such Utility Easements are herein created and reserved.

B. Declarant hereby declares, creates and reserves the right to grant the Drainage Easements (i) for the use of Declarant during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and governmental agencies having jurisdiction for access to and maintenance, repair or replacement of such drainage system; provided, however, that each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions (including providing for the installation of culverts as may be necessary to accomplish such purpose) so that the surface water drainage will be unimpeded. Except for (i) retaining walls, sidewalks and driveways installed by Declarant or the Association or by the Owner with the approval of the Committee, or (ii) decks and/or patios approved by the Committee, no improvements or structures shall be erected or maintained upon said Drainage Easements; provided, however, that any installations permitted hereby shall in all events be installed in compliance with and subject to all applicable rules or regulations of the governmental agencies for which such Drainage Easements are herein created and reserved.

C. Declarant hereby declares, creates and reserves the Landscape Easements (i) for the use of Declarant during the Development Period for access to and the installation or removal of walls, permanent signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair or replacement of walls, permanent signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements. Except as approved in writing by the Committee, no improvements or structures (including, without limitation, fences) shall be erected or maintained by any Owner in or upon said Landscape Easements.

D. Declarant hereby declares, creates and reserves the right to grant the Access Easements (i) for the use of Declarant during the Development Period for access to the Lots and Common Areas, (ii) for the use of the Owners, their family members, tenants and guests, for access to the Lots and Common Areas, (iii) for the use of the Association for access to the Lots and Common Areas, and (iv) for the use of governmental authorities, agencies, and departments for

access to the Lots and Common Areas. Except as approved in writing by the Committee, no improvements or structures (including without limitation, fences) shall be erected or maintained by any Owner in or upon said Access Easements.

E. Declarant hereby declares, creates and reserves an access easement over and across the entirety of the Real Estate (subject to the limitations hereinafter provided in this paragraph): (i) for the use of Declarant during the Development Period, and for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to the Utility Easements created and reserved herein; (ii) for the use of Declarant during the Development Period and for the use of the Association, and governmental agencies having jurisdiction for access to the Drainage Easements created and reserved herein; (iii) for the use of Declarant during the Development Period, and for the use of the Association for access to the Landscape Easements created and reserved herein; and (iv) for the use of the Declarant during the Development Period for installing and constructing improvements in or on the Common Areas. Notwithstanding the foregoing, the area of the access easement created by this paragraph shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement located on the Real Estate. The parties for whose benefit this access easement is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

F. Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby reserves unto itself, and its successors and assigns, the right to grant in the future, and the nonexclusive right, privilege, and easement in, on, over, under, and across the entirety of the Real Estate, without charge to Declarant, to tie into and/or otherwise connect to and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including (without limitation) cable television service, gas, water, electric, sewer and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Real Estate. Future grants shall be defined so as to not permanently interfere with the improvements constructed or to be constructed on the Real Estate.

G. If any Dwelling Unit and all improvements associated with it, including but not limited to patios, porches, walks, decks, and privacy fencing, or any other improvement in existence at the time Declarant transfers title to the Owner, encroaches or projects upon any other Lot or upon any portion of the Common Area as a result of the construction of such Dwelling Unit, or if any such encroachment or projection shall occur as a result of settling or shifting of such Dwelling Unit or portion thereof, there shall be an easement for such encroachment or projection and for the maintenance of same so long as such encroaching or projecting Dwelling Unit or portion thereof shall stand. In the event one (1) or more Dwelling Units or portions thereof are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, or proceedings of similar import and effect, and such Dwelling Unit(s) or portions thereof are thereafter rebuilt, inadvertent encroachments or projections by such Dwelling Unit(s) or portions thereof upon any other Dwelling Unit or Lot, or upon any portion of the Common Area, in excess of any encroachment or projection which existed as a result of initial construction, due to such rebuilding, shall be permitted, and valid easements for such encroachments or projection and the maintenance thereof shall exist so long as such improvements shall stand; provided, however, that any increase in such encroachment or projection shall not be greater than two (2) feet.

H. Any lot sharing a driveway with any other Lot, or Lots, shall have an easement in common with such other Lot, or Lots, for the use thereof and such driveway shall be used and maintained so as not to impede access to any such Lot sharing the same. Unless otherwise provided herein or in the By-Laws, the Owners of the Lots sharing the use of such a driveway shall share equally in the costs of the maintenance thereof.

No rights, privileges, and easements reserved to Declarant herein shall be merged into the title of the Real Estate or any part thereof, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Real Estate.

The Board of Directors may establish reasonable rules and regulations (not inconsistent with the provisions of this Declaration) (a) governing the use and enjoyment of the Common Areas, the facilities located thereon, and individual Lots, and (b) for the enforcement of such rules and regulations and the provisions of this Declaration, including the imposition of fines and the suspension of privilege ledges. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such rules and regulations shall be binding upon the Owners, their family members, tenants, guests, invitees, and agents until and unless such rule or regulation shall be specifically overruled, cancelled, rescinded, amended or modified by the Board of Directors or by a majority of the votes cast, in person or by proxy, by all of the members of the Association, voting as a single voting group, present at a meeting at which a quorum is present. The Board of Directors shall have the authority to impose reasonable monetary fines and other sanctions for any violation of such rules and regulations, and monetary fines shall be and constitute a special assessment against the Owner against whom it is imposed and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 3.8 Character of the Community.

A. Lot Use. Except as expressly provided otherwise in this Declaration, all Lots shall be used exclusively for residential purposes and for occupancy by a single household unit with no more than two persons per bedroom plus one. No business building shall be erected on any Lot, and no trade or business of any kind may be conducted on any Lot; provided, however, that to the extent permitted by the applicable Rules of the Devens Enterprise Commission, a person residing in any Unit, may maintain therein a personal office for his professional and/or business use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised or held out or used as a place for service to clients, patients or customers.

B. Exterior Improvements. In order to preserve the natural quality and enhance the aesthetic appearance of the Real Estate, any fences, exterior lighting, basketball goal, play equipment, swimming pool, hot tub or other exterior improvement or structure or article of any kind must be approved in writing by the Committee in accordance with the provisions of Article VI of this Declaration as to size, location, height composition and appearance before it is installed. All modifications thereof must likewise be approved in writing by the Committee in accordance with the provisions of Article VI of this Declaration. Additionally, and not in limitation of the foregoing any

exterior change to, improvement of or modification to the exterior of any building on a Lot must be in compliance with and shall be subject to the legal requirements set forth in Article 2.1.bb of the Land Disposition Agreement and shall require the written approval of the Massachusetts Development Finance Agency, the Devens Enterprise Commission and the Massachusetts Historical Society.

C. Exterior Materials. All materials used on the exterior of any building on a Lot shall be subject to the approval of the Committee in accordance with the provisions of Article VI of this Declaration. All driveways must be paved. All window treatments shall have white exterior facing surfaces.

D. Diligence in Construction. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage unless a longer period is authorized in writing by the Committee.

E. Mobile Homes. Mobile homes shall not be permitted on any Lot.

F. Maintenance of Lots and Improvements. Except as expressly provided otherwise in this Declaration, the Owner of any Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, and, specifically, such Owner shall regularly:

- (i) Mow the grass on the Lot.
- (ii) Maintain the exterior landscaping on the Lot.
- (iii) Water the grass and the exterior landscaping and provide fertilizer and weed control at such times as may be reasonably required in order to maintain the grass and landscaping and to prevent the unsightly growth of vegetation and noxious weeds.
- (iv) Remove all debris and rubbish from the Lot.
- (v) Cut down and remove dead trees from the Lot.
- (vi) Keep the exterior of all improvements on the Lot in good repair and condition as required to avoid their becoming unsightly.
- (vii) Prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.
- (viii) Keep the yard and grounds in a neat appearance and prevent the storage of unregistered and/or inoperable motor vehicles and the storage of personal property such that it has an adverse affect on the aesthetic values of the community.

In the event the Owner of any Lot fails to so maintain his Lot or the exterior of any improvements thereon in the manner required by this Declaration as determined by the Board of Directors, the Association shall have the right (but not the obligation), through its Board of Directors, agents, officers, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements thereon. The cost thereof, including any attorneys fees and costs incurred in regard thereto, shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its Board of Directors, agents, officers, employees or contractors shall be liable for any damage which may result from any work performed hereunder.

G. Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee); and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No noxious or offensive activities shall be carried on any Lot nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and reasonable attorneys' fees, shall constitute a special assessment against the offending the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its Board of Directors, officers, agents, employees or contractors shall be liable for any damage which may result from any work performed hereunder.

H. Subdivision. Except as approved in writing by the Board of Directors and the Massachusetts Development Finance Agency, no Lot shall hereafter be further subdivided.

I. Applicable Laws. The use of Lots shall all times be in full compliance with the rules and regulations regarding use as regulated by the Devens Reuse Plan and By-Laws and the Rules and Regulations of the Devens Enterprise Commission as they may, from time to time, be amended.

J. No Waste. Nothing shall be done or kept on the Property which will increase the amount of insurance for the Common Area without the prior written approval of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be contained on the Property.

K. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning and other ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association or the Declarant, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common

Expense.

L. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, gases or other substances into the atmosphere (other than normal residential emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquids, solid wastes or other harmful matter into the ground, sewer or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

M. Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

N. Obstructions. No Person shall obstruct any of the Common Area, or otherwise impede the rightful access of any other Person lawfully on any portion of the Property. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors or the Declarant during the Development.

O. Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots or provided for in any easement or agreement. The improvements located on the Common Area, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors, and then only on a temporary basis. No other Person, other than the Board of Directors, shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

P. Clothes Drying Equipment. No exterior clotheslines or other clothes drying apparatus shall be permitted.

Q. Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

R. Garages. No garages shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the addition of replacement garages unless approved by the Board of Directors.

S. Leasing. No dwelling or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than one

year. No portion of any dwelling (other than the entire dwelling) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (i) requiring the lessee to comply with the Association Documents; and (ii) providing that failure to comply constitutes a default under the lease. The Board of Directors may suggest or require a standard form provision for use by Owners. The foregoing provisions of this subsection, except the restriction against use or occupancy for hotel or transient or revolving use purposes, shall not apply to Lots owned by the Association, by the Declarant or by a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

T. In addition to any restrictions or limitations contained elsewhere in this Declaration, the following limitations, restrictions and prohibitions shall apply to the use and occupancy of the Real Estate:

- (i) Signs. No signs or advertisements shall be displayed or placed on any Lot without the prior written approval of the Committee, other than signs provided by Declarant or the Association.
- (ii) Pets. No animals of any kind shall be raised, bred, or kept on any Lot, except that (a) normal household pets may be kept in reasonable numbers subject to rules and regulations established by the Board of Directors (provided that such pets are not kept, bred, or maintained for any commercial purpose) and (b) dogs of any breed that are determined by the Board of Directors to be of a vicious nature shall not be raised, bred, or kept on any Lot.
- (iii) Vehicles. No vehicle or watercraft shall be repaired or restored on any Lot or adjacent street, except in a carport or in a garage with the door closed. Except as approved in writing by the Board of Directors, no vehicle or watercraft shall be repaired or restored on any Lot or adjacent street, except in a carport or in a garage with the door closed. Except as approved in writing by the Board of Directors, disabled or inoperative vehicles or watercraft shall not be allowed to remain on any Lot or adjacent street, except in a garage with the door closed. Except as approved in writing by the Board of Directors, no commercial vans, trucks or tractors having a gross vehicular weight in excess of nine thousand five hundred (9,500) pounds shall be parked or stored on any Lot or adjacent street. Watercraft storage shall be permitted subject to written regulations promulgated by the Board of Directors from time to time. Except as approved in writing by the Board of Directors, no all-terrain vehicle, off-road vehicle, mini-bike, snowmobile or similar recreational vehicle and the like, shall be used or driven on any part of the Real Estate, except to enter or exit the Real Estate.
- (iv) Garbage, Trash and Other Refuse. No Owner shall burn or permit the burning out-of-doors of garbage, leaves or other refuse on his Lot, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot.

- (v) Temporary Structures. Except as approved in writing by the Board of Directors, no trailers or temporary storage sheds shall be erected or situated on any Lot, nor may any such structure or any structure of a temporary character be used as a residence. Except as approved in writing by the Board of Directors, overnight camping shall not be permitted on any vacant or unoccupied Lot or in any Common Area, nor shall any regular overnight camping be permitted on any Lot.
- (vi) Plantings. No planting, landscaping or gardening shall be done in any of the Common Areas, except as approved in writing by the Board of Directors. No hedges or shrub planting in excess of three (3) feet in height shall be permitted in any front yard. All exterior landscaping (other than flowers) that is installed or planted on any Lot shall be subject to the approval of the Committee in accordance with the provisions of Article VI of this Declaration.
- (vii) Satellite Dishes. No freestanding satellite dishes shall be installed or permitted on any Lot. With the written approval of the Committee, satellite dishes 18 inches or less in diameter are permitted on a Lot. Permitted satellite dishes shall be dwelling mounted so as not to be visible from any adjacent street. Notwithstanding the above, regulation of such 18 inch satellite dishes shall be done in compliance with Federal law.
- (viii) Antennas. Except as approved in writing by the Committee, no exposed antennas shall be installed or permitted on any Lot.
- (ix) Awnings. Except as approved in writing by the Committee, no awnings or patio covers shall be permitted on any Lot.
- (x) Tree Preservation. Except for dead trees, no trees shall be removed from any Lot without the written approval of the Committee, and all such requests for approval shall be made to the Committee in writing. In the event the Committee does not indicate in writing its approval or disapproval of a request for tree removal within thirty (30) days after submission, the Committee shall be deemed to have disapproved such request.
- (xi) Site Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such

distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- (xii) Address Identification. Individual address identification for each Lot shall be installed by each Owner in accordance with standards established by the Committee. All repairs and replacements to such standard address identification shall be consistent in color, quality and appearance with the originals thereof unless the prior written approval of the Committee is obtained.
- (xiii) Fences. Subject to the terms and conditions of Article VI of this Declaration, only fences that are five (5) feet or less in height shall be located on any Lot. No dog runs or animal pens of any kind will be permitted.
- (xiv) Time Sharing. No Dwelling Unit shall be made subject to any type of time-sharing, fraction-sharing or similar program whereby the right to exclusive use of such Dwelling Unit rotates among members of the program on a fixed or floating time schedule over a period of years.
- (xv) Firearms and Fireworks. Discharge of firearms within the Real Estate is prohibited. The term "firearms" includes bows and arrows, slingshots, "BB" guns, pellet guns and other firearms of all types, regardless of size. The possession of any type of illegal fireworks is not allowed in any Dwelling Unit or on the Real Estate.

ARTICLE IV ASSOCIATION

Section 4.1 Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership ceases, at which time his membership will terminate and the new Owner shall be and become a member of the Association.

Section 4.2 Classes of Membership. The Association shall have two (2) classes of membership, as follows:

- (i) Class A. Members. Class A members shall be all Owners other than Declarant (unless the Class B membership has been converted to Class A membership as provided in the following paragraph (ii), in which event Declarant shall then be a Class A member). Class A members shall not be entitled to vote for the election of directors, the transaction of any corporate business or any other matter until the passing of the Transition Date.
- (ii) Class B Members. The Class B member shall be Declarant. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Transition Date" (as such term is hereinafter defined in Section 4.3).

Section 4.3 Transition Date and Owner Status. As used herein, the term "Transition Date" shall mean the date which is the earlier of (a) the date on which the written resignation of Declarant as a Class B member is delivered to the Secretary of the Association, (b) until all Lots and owned by Declarant are transferred, or (c) until 15 years following the recording of this Declaration. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership), be cast with respect to such Lot.

Section 4.4. The Board of Directors shall manage the affairs of the Association.

Section 4.5 Professional Management. Notwithstanding anything to the contrary set forth herein, the Homeowner's Association shall be professionally managed at all times. Any change of management will require the consent of the Massachusetts Development Finance Agency (the "Agency") and the Commonwealth of Massachusetts acting by and through its Massachusetts Department of Housing and Community Development ("MDHCD") until such time as the Agency and MDHCD is no longer responsible for the redevelopment of Devens, which consent, subject to the limitation set forth in the next sentence, shall not be unreasonably withheld and which will be provided if the proposed management company is a professional, experienced management company managing at least three other multiple-unit (greater than six (6) units) properties, and that this Declaration will not be amended to alter the requirements set forth in this subparagraph without Agency or MDHCD consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, in no event shall Declarant cease providing management of the Homeowner's Association prior to the transfer of its interest in the Project in accordance with section 4.1 of the Land Disposition Agreement between the Agency and the Declarant, or the loss of control of the Homeowner Association, Inc., in accordance with section 4.3 above. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, on written notice of ninety (90) days or less. Such agreement shall not, however, be terminated by the Board of Directors unless, if applicable, the foregoing approvals are obtained and in all events unless a replacement management company is under contract.

Section 4.6 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to arranging for:

- (i) Installation, repair and replacement of such fences, walls, earth mounds, trees, foliage, landscaping, screening materials, signs, equipment and other improvements in and upon the Common Areas as the Board of Directors deem necessary or appropriate, and maintenance of the Common Areas and any improvements thereon in a clean and attractive condition and in good repair; provided, that in the event the Declarant elects to install or construct any swimming pools, tennis courts or recreation centers in or on any Common Areas, the cost and expense for the initial installation or construction thereof shall be the obligation and responsibility of the Declarant.

- (ii) Replacement of such fences, walls, signs, earth mounds, trees, foliage, landscaping, screening materials and other improvements in and upon the Landscape Easements as the Board of Directors deem necessary or appropriate and maintenance of said Landscape Easements and any installation thereon installed by Declarant or the Association in a clean and attractive condition and in good repair.
- (iii) Maintenance of and repair and replacement of the curbs, gutters and streets in and upon the Access Easements and Common Areas as the Board of Directors deem necessary or appropriate.
- (iv) Replacement of the drainage system in and upon the Drainage Easements as the Board of Directors deem necessary or appropriate and the maintenance of any drainage system installed in or upon said Drainage Easements by Declarant or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Drainage Easement to keep the portion of the Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded.
- (v) Installation, maintenance, repair, replacement or removal of any equipment or facilities providing utility services to the Real Estate in or upon the Utility Easements as the Board of Directors deem necessary or appropriate, and the maintenance of any such equipment or facilities installed in or upon the Utility Easements by Declarant or the Association in good condition and repair.
- (vi) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under this Declaration and such other insurance as the Board of Directors deem necessary or advisable.
- (vii) Payment of General Services Fees as set forth under Chapter 498 of the Acts of 1993, as amended, if any, assessed against and payable with respect to the Common Areas.
- (viii) Assessment and collection from the Owners of the Common Expenses.
- (ix) Contracting for such services as management, snow removal, security control, trash removal or other services as required herein and/or as the Board of Directors deem necessary or advisable. Nothing contained herein shall be construed to require the Association to provide snow removal or other services to the Lots. In the event snow removal service is provided to all the Lots an amount therefor shall be included in the annual budget of the Association and collected as a Common Expense, with the understanding that a special assessment may be necessary in the event the amount budgeted therefor is insufficient to defray the actual snow removal costs due to

inordinate snow fall or number of snow falls during any season. Notwithstanding the above, the Association shall provide snow removal and maintenance of the private rights of way and common driveways serving one or more Lots provided, as to the latter, that the cost thereof shall be specially assessed pro rata to the Owners of the Lots served thereby. such services shall be as defined by the Board of Directors from time to time.

- (x) From time to time, adopting, overruling, canceling, rescinding, amending or modifying such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing (a) the use and enjoyment of the Common Areas, the facilities located thereon, and individual Lots and the management and administration of the Association, and enforcement of, and (b) enforcement of such rules and regulations and the provisions of this Declaration. As part of such rules and regulations, the Board of Directors may provide for reasonable interest and late charges on past due installments of any assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

In undertaking to perform any of the foregoing which involves work, maintenance, repair construction, improvement or like action, or whenever an obligation is imposed upon the Association to arrange for, perform, or otherwise accomplish any and all work, maintenance, repairs, construction, improvement or like action, the standard of care applicable thereto shall be that of ordinary due care or reasonable business judgment within budgetary constraints as determined in the sole discretion of the Board of Directions with respect to the scope, extent and timing of the aforesaid. In the event of any conflict or inconsistency between the foregoing and any other term or provision of this Declaration, the foregoing shall govern.

Section 4.7 Compensation. No director of the Association shall receive compensation for his services as such director, except to the extent expressly authorized by a majority of the votes cast, in person or by proxy, by all of the members of the Association, voting as a single voting group, present at a meeting at which a quorum is present.

Section 4.8 Non-Liability of Directors, Officers and Committee Members. Except and only to the extent provided in Section 4.9 of this Declaration, the directors and officers of the Association and members of the Committee shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association or members of the Committee, except for their own individual willful misconduct, or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

Section 4.9 Indemnity of Directors, Officers and Committee Members. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnatee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association or member of the Committee, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnatee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnatee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnatee for the reasonable costs of settlement or of judgment rendered in any action, suit or proceeding. Notwithstanding the adjudication in any action, suit or proceeding against an Indemnity, no director, officer or Committee member shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such person relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director, officer or Committee member had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association or of the Committee. The costs and expenses incurred by any Indemnity in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnatee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnatee is not entitled to indemnification as provided in this Section 4.9.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Selection of Directors. The nomination and election of Directors and the filling of vacancies on the Board of Directors shall be governed by the By-Laws of the Association.

Section 5.2 Powers and Duties of Directors. The powers and duties of the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 5.3 Declarant's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, the Board of Directors may not, without the Declarant's written consent, which consent will not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Property of the Association costing more than 20% of the then current annual budget, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to 150% of the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses, or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget or (iv) enter into any service or maintenance contract for work not

covered by contracts in existence on the date of the first closing of title to a Lot, or (v) reduce the quantity or quality of services or maintenance of the Association Property.

Until the Declarant, or its designee, no longer owns a Lot then subject to this Declaration, this Section of the Declaration or any other section of the Declaration shall not be amended without the prior written consent of the Declarant.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Creation. There shall be, and hereby is, created and established the The Estates at Harvard Hills Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Declarant and who shall be subject to removal by Declarant at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association and who shall be subject to removal by the Board of Directors at any time with or without cause.

Section 6.2 Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures and other improvements placed on any Lot, and the removal of any existing living trees from any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner, to maintain a harmonious relationship among structures and the natural vegetation and topography and to provide for the proper functioning of the storm drainage system for the Real Estate. The Committee shall have the right to promulgate, modify and amend at any time and from time to time architectural guidelines and standards (the "Guidelines") and reasonable rules and regulations for the submission of matters to the Committee for approval. The Guidelines and rules and regulations in effect from time to time shall be available upon request to all Owners and builders who seek to engage in construction upon all or any portion of the Real Estate. Such Guidelines, rules and regulations may set forth additional requirements to those set forth in this Declaration or any Plan, as long as the same are not inconsistent with this Declaration or such Plan(s), and shall be binding on all Owners of any Lot.

- (i) In General. No residence, building, structure, antenna, satellite dish, fence, wall, patio, swimming pool, or improvement of any type or kind ("improvements") shall be erected, constructed, placed, modified or altered on any Lot and no clearing, excavation, grading or other site work ("site work") and no removal of existing living trees ("tree removal") and no installation or planting of exterior landscaping (other than flowers) ("landscaping") shall take place on any Lot without the prior written approval of the Committee. Such approval shall include approval of exterior colors and materials and no change shall be made in the exterior color or materials of any improvement located on a Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall

be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed tree removal and landscaping, together with any other material or information which the Committee may require. Any such work shall be further subject to the legal requirements as set forth and defined in Article II, Section 2.1[bb] of the Land Disposition Agreement made and entered into between the Massachusetts Development Finance Agency and the Declarant dated June 30, 2000, recorded with Worcester District Registry of Deeds in Book 22769, Page 110, and with the Middlesex South Registry of Deeds in Book 31583, Page 559 (the "LDA").

- (ii) Power of Disapproval. The Committee may refuse to grant approvals required under this Article or elsewhere in this Declaration when:
- (a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvements, site work, tree removal or landscaping to be in violation of any restrictions in this Declaration or any Plan;
 - (b) The design or color scheme of a proposed repainting, modification or improvement or the design or type of the proposed landscaping is not, in the opinion of the Committee, in harmony with the general surroundings of the Lot, with adjacent buildings or structures or the Guidelines then in effect; or
 - (c) The proposed improvement, construction, modification or alteration, the proposed site work, the proposed tree removal or the proposed landscaping, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner or the Association.
- (iii) Devens Enterprise Commission. All approvals by the Committee shall be subject where applicable to the further review and approval by the Devens Enterprise Commission in accordance with the Rules and Regulations in force from time to time governing architectural changes with the Fort Devens Historic District and by the Massachusetts Historical Commission.

Section 6.3 Duties of Committee. The Committee shall approve or disapprove any matters submitted to it for approval within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its

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permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 6.4 Liability of Committee. Neither the Committee, Declarant, the Association nor any director, officer, member or agent of any of the foregoing shall be responsible in any way for (i) any defects in any plans, specifications or other materials submitted to it, (ii) any defects in any work done according thereto, (iii) any damages arising out of or in connection with the approval or disapproval of any matter by the Committee, or (iv) the failure of any matter approved or disapproved by the Committee to comply with any applicable law, ordinance, rule or regulation of any governmental authority having jurisdiction.

Section 6.5 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

Section 6.6 Nonapplication to Declarant. Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, the Declarant, or any entity related to Declarant, shall not be required to apply for or secure the approval of the Committee in connection with any improvement, construction, modification, alteration, site work, tree removal or landscaping on the Real Estate by Declarant, or any entity related to Declarant.

ARTICLE VII ASSESSMENTS

Section 7.1 Creation of Lien and Personal Obligation. Each Owner (excluding the Declarant) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Regular Assessments and Special Assessments shall collectively be referred to as "Assessments". All Assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot and the payment of a reasonable fee established by the Board of Directors, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Assessments or other charges against the Lot signed by any officer of the Association. Such statement shall be binding upon the Association as of the date of such statement.

Section 7.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the

Real Estate, (ii) for the improvement, operation, maintenance and repair of the Common Areas, the Landscape Easements, and all improvements thereon, and the drainage system located within and upon the Drainage Easements, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are specifically provided herein. The Regular Assessment may include an amount to be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

Section 7.3 Regular Assessments. The Board of Directors shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot not owned by Declarant.

Section 7.4 Special Assessments. The Board of Directors may make Special Assessments against each Lot not owned by Declarant for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of extraordinary or unanticipated maintenance and repairs or to recover any operating deficits which the Association may from time to time incur.

Section 7.5 Rate of Assessment. Except as provided in this Declaration, the Regular Assessment and Special Assessments levied by the Association shall be apportioned by multiplying the Assessment by the percentages set forth in Exhibit B.

Section 7.6 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessments shall commence on the first day of the first calendar month following the conveyance of the first Lot by Declarant. Such first annual Regular Assessment shall be prorated based on the number of calendar months remaining in the annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. All assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. The Board of Directors may provide for reasonable interest and late charges on past due assessments.

Section 7.7 Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments or Special Assessments or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon by nonuse of the Common Areas or abandonment of the Lot belonging to him and the Association shall have a lien on the Lot therefor. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be enforced in accordance with the provisions of Massachusetts General Law Chapter 183A as if the Real Estate were a condominium and the Lots were condominium units or, in the alternative, may be filed and foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property. Upon the failure of an Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board of Directors may in its discretion collect a late charge of such amount as the Board of Directors may determine and accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable

for the payment to the Association of reasonable rental for such Lot and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest at a rate specified by the Board of Directors from the date such assessments were due, until paid. This paragraph is not applicable to the Declarant.

Section 7.8 First Mortgage Liens. Except to the extent provided in Massachusetts General Laws Chapter 183A as herein made applicable, notwithstanding anything contained in this Section 7.7 or elsewhere in this Declaration, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor. Such unpaid share of any assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

Section 7.9 Declarant Contribution to Common Expenses. The Assessments on the Lots by the Declarant shall be an amount calculated in accordance with the following: the Declarant shall be obligated for the difference between the actual Common Expenses, exclusive of reserves applicable to completed improvements, and the Assessments levied on Owners who have closed title to their Lots. This Section may not be amended without the prior written consent of the Declarant.

ARTICLE VIII INSURANCE

Section 8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, owned by the Association or which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." Such insurance policy shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for repair or replacement of the property for which the insurance was carried.

Section 8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of

Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and Easement areas and shall insure the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

Section 8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance and non-owned automobile insurance, both with the limits provided in Section 8.2.

Section 8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE IX DAMAGE TO COMMON AREAS

Section 9.1 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any Easement area or improvements, equipment or facilities located therein or thereon, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such Easement areas) or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless and to the extent such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a special assessment against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X MORTGAGES

Section 10.1 Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide

the name and address of such Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of such Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

Section 10.2 Notice to Mortgagees. The Association, upon request and the receipt of a reasonable fee established by the Board of Directors, shall provide to any Mortgagee a written certificate specifying unpaid assessments and other known defaults of the Owner, if any, in the performance of such Owner's obligations under this Declaration or any other applicable documents.

ARTICLE XI AMENDMENT

Section 11.1 By the Association. Except as otherwise provided in this Declaration, this Declaration may be amended upon the written consent of the Owners entitled to two-thirds (2/3rds) of the votes in the Association, which consent has been certified and acknowledged by a majority of the Board of Directors and duly recorded with the amendment with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds; provided, however, that:

- a) All consents necessary thereto have been obtained within six (6) months of the date of signature of the first consent;
 - a. Any consent once given during this period may not be revoked.
 - b. In such case as a Unit is sold prior to the conclusion of this period, such consent shall bind the purchasing Unit Owner.
- (b) No amendment which alters or violates any of the rights reserved to the Declarant herein, or in the By-Laws reserved, shall be of any force or effect unless the same has been assented to in writing by the Declarant.
- (c) No amendment which violates the Land Disposition Agreement shall be of any force or effect.
- (d) No amendment which alters or violates any of the rights reserved to the MDFA herein, or in the By-Laws reserved, shall be of any force or effect unless the same has been assented to in writing by the MDFA.
- (e) Copies of the proposed amendments are provided to the Massachusetts Development Finance Agency and the Massachusetts Department of Housing and Community Development.

- (f) Notwithstanding the foregoing, the Declarant, until the Declarant no longer holds or controls title to any Lot, and thereafter the Directors, shall have the power, coupled with an interest to amend, alter, add to or change this Declaration, and, if necessary, shall have an irrevocable power of attorney to consent thereto on behalf of any Owner or any Mortgagee, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant or Trustees and duly recorded with the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Declaration or to any Plans; (b) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering Lots, or (c) bringing this Declaration into compliance with applicable law, to the extent of any non-compliance, or (d) bringing the Declaration into compliance with the terms and conditions of the Land Disposition Agreement or the requirements of the Massachusetts Development Finance Agency and/or this Devens Enterprise Commission (the Directors shall in all events provide copies of proposed amendments to the Massachusetts Development Finance Agency and Massachusetts Department of Housing and Community Development) in each case to the extent such amendment does not materially adversely affect any Owner's use and enjoyment of its Lot or any portion of the Common Areas.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions, easements or restrictions enumerated in this Declaration shall be grounds for an action by Declarant, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include payment of delinquent Regular Assessments and/or Special Assessments, recovery of damages or other sums due for such violation (e.g., fines), injunctive relief against any such violation or threatened violation, declaratory relief, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions. Declarant shall not be liable for costs and attorneys' fees incurred by the

Association or any owner in bringing a lawsuit against Declarant, regardless of the success or outcome of the lawsuit.

Section 12.2 Government Enforcement. Except for Massachusetts Department of Housing and Community Development and Massachusetts Finance Development Agency, or their respective successor agencies, no government or municipality shall have any right, power, or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions or limitations that expressly run in their favor. Nothing herein shall be construed to prevent the appropriate governmental authority from enforcing any provisions of applicable law, rule or regulation, as amended.

Section 12.3 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, easements or restrictions enumerated in this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

Section 12.4 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them for a period of thirty (30) years from the date hereof and thereafter upon being extended in accordance with the requirements for extending restrictive covenants under Massachusetts law, presently Massachusetts General Laws Chapter 184, Section 27. To the extent permissible under such law, each Owner, constituting the Owners of more than fifty percent (50%) of the restricted area, shall be deemed to have granted an irrevocable power of attorney to the Board of Directors to, on their behalf, extend these covenants, conditions and restrictions for additional periods as may be provided for in such law and to record all instruments required therefore, for which purpose the Board of Directors shall have a power coupled with an interest.

Section 12.5 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 12.6 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable and if the context so requires, the singular form of any word shall be taken to mean or apply to the plural, the plural form of any word shall be taken to mean or apply to the singular, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 12.7 Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Section 12.8 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a

court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions.

Any conflict in construction or interpretation between the Association and any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association. The Association may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and making and finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners and other residents of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization or approval, as herein provided, the Association may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the consideration set forth in the immediately preceding paragraph hereof.

In the event of a conflict between this Declaration and the By-Laws of the Association, this Declaration shall control.

Section 12.9 Conflict with Municipal Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, including the Massachusetts Development Finance Agency, the Massachusetts Department of Housing and Community Development, the Devens Enterprise Commission and the Massachusetts Historical Commission, or by specific restrictions imposed by any deed or lease.

Section 12.10 Right Reserved to Impose Additional Provisions. In addition to rights reserved elsewhere herein, the Declarant reserves the right to record additional protective covenants, conditions, easements and restrictions prior to the conveyance of any lands encumbered by this Declaration.

ARTICLE XIII SPECIAL PROVISIONS

Section 13.1 Real Estate. The premises constituting the Real Estate were owned by the Massachusetts Development Finance Agency ("MDFA"), an instrumentality of the Commonwealth of Massachusetts, and were acquired by them from the United States Army upon the closure of Fort Devens. As a result, the Real Estate is subject to a substantial number of requirements many of which are delineated in the Land Disposition Agreement and others which were imposed under the terms of the Declarant's purchase agreement. Pursuant to these agreements certain Units are subject to restrictions on sale and resale and others shall be rented under a program for veteran's housing. Additionally, other unique matters apply to the Real Estate as are here delineated.

- (a) Local Initiative Program Lots. There are eleven (11) Lots listed on Exhibit C which are subject to restrictions on their sale as delineated in an Affordable Housing Rider to the individual Deed for such Lots pursuant to

a Local Initiative Program ("LIP") administered by the Massachusetts Department of Housing and Community Development ("MDHCD"). Those Lots, and the Owners thereof shall in all respects and for all purposes be treated no differently than any other Lot or Owner save for the restriction imposed upon the sale of the Lot.

- (b) Veterans Rental Lots. There are four (4) Lots listed on Exhibit D which are to be owned by the Massachusetts Development Finance Agency ("MDFA") and which shall be rented under a program with the Massachusetts Veterans Shelter ("MVS"). For so long as MDFA owns these Lots, or any of them, and leases them pursuant to its agreement with MVS, such Lots shall be exempted from the minimum lease term herein provided for herein and the tenant shall be treated as if they are the owner of the Lot; provided, however, that if the tenant fails to pay when due any and all assessments, fines, changes or levies, the Board of Directors shall first provide MDFA written notice of such default and MDFA shall have a period of fourteen (14) days in which to pay the sum due before the Association proceeds to enforce its lien therefore.
- (c) Additional Excluded Lots. There are four (4) Lots listed on Exhibit E which are to be owned by MDFA. For so long as MDFA owns these lots, MDFA shall be exempted from the minimum lease term herein provided for.
- (d) General Services Fee. Until such time as the Legislature might pass an act of permanent governance relative to the so-called Devens Regional Enterprise Zone, the Massachusetts Development Finance Agency ("MDFA") shall, pursuant to Chapter 498 of the Acts of 1993, impose and collect a General Services Fee for the provision of municipal services – that is, snow removal and street maintenance for public roads, fire protection and similar items. Such fee is currently computed on the basis of the number of square feet of gross floor area of residential space and the total square footage of land. In accordance with an agreement with the MDFA, this General Services Fee shall be assessed to each Lot, including a pro rata share of the Fee applicable to the Common Areas. Such fee may in the future be set on an ad valorem basis.
- (e) Restrictions On Use. The use of all Lots shall be in accordance with the so-called Devens Reuse Plan and By-Laws, the Rules and Regulations of the Devens Enterprise Commission, the requirements of the Land Disposition Agreement and all matters referenced therein including, but not limited to the "Legal Requirements," the "Devens Housing Redevelopment Historic Preservation Plan dated January 10, 2000," Chapter 498 of the Acts of 1993, and the "Environmental Reports," and the "Federal Facilities Agreement/Covenant Not to Sue" (also referred to as "Administrative Consent Order entitled 'In the Matter of Massachusetts Government Land Bank', No. ACO-CE-95-1005 and Administrative Consent Order and

Covenant Not to Sue entitled 'In the Matter of the Government Land Bank Waste Site Cleanup for Fort Devens Redevelopment', No. ACO-CE-3001". In furtherance of the requirements respecting certain of these restrictions, the Historic Preservation Requirements restriction and the Federal Facilities Agreement/Covenant Not to Sue specific requirements are attached as Exhibit F and Exhibit G, respectively.

(f) Granting and Accepting Easements. The Declarant's purchase agreement contains certain provisions with respect to the MDFA's development of Fort Devens and its possible need to undertake work affecting utility systems, roadways and other infrastructure. Similarly, the agreement recognized the Declarant's need in conjunction with the development of the Real Estate to undertake work affecting utility systems and infrastructure. As such, that agreement provides for both the MDFA and the Declarant granting, as necessary, further easements and agreements with regard to utilities, roadways and other infrastructure. Said provisions are as follows:

(i) Utility Systems: The parties acknowledge that the MDFA and its successor will be developing the Devens on an ongoing basis and that such development may involve the relocation from time to time of utility systems, roadways and other infrastructure. The MDFA hereby covenants and agrees that this shall at all times undertake such development activities in a manner so as to minimize any interference with the Declarant's use of and access to the Premises and that the Seller shall in no event relocate, suspend or interrupt utility services nor interfere with access to the Premises without first providing reasonable advance notice, except in emergency situations.

(ii) MDFA's Future Development. The Declarant covenants and agrees that if any such relocation or further development activities at Devens should require the granting of additional easements or agreement in favor of the MDFA the Declarant shall grant the same to the MDFA at no cost to the Declarant, in a form and location reasonably satisfactory to both parties.

(iii) Declarant's Future Development. The MDFA covenants and agrees that if any such relocation or future development activities by the Declarant on the Premises should require the granting of additional easements or agreements in favor of the Premises the MDFA shall grant the same to the Declarant at no cost to MDFA, in a form and location reasonably satisfactory to both parties.

In furtherance of the foregoing, the Declarant reserves the right to grant, make and/or accept all such easements and agreements as may be necessary and appropriate to the foregoing, for which purpose the Declarant shall have a power coupled with an interest. In such event as the Declarant should require the consent of any Owner, Mortgagee or other party, it shall be deemed that the

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Declarant has an irrevocable power of attorney to so consent on behalf of the Owner, Mortgagee or other party. Additionally, the Association shall be entitled to enforce the above stated obligation of the MDFA jointly with the Declarant until such time as the Declarant owns no Lot and thereafter as assignee of the Declarant's right hereunder and shall be bound to grant such easements as may be required by said MDFA.

ARTICLE XIV DECLARANT'S RESERVED RIGHTS

The Declarant reserves the right, which reservation shall appear in the Declarant's deed of the Common Areas to the Association and which right shall be in the nature of and construed as a reversionary interest, to withdraw from the Common Areas and have title revert in the Declarant, its successors or assigns, all or a portion of the Common Areas designated and shown as Lots B, C, D and E on the Plan for the sole purpose of subdividing the same as individual lots ("Additional Lots") and constructing thereon dwelling units ("Additional Dwelling Units"), and related improvements and thereupon submitting such Additional Lots, Additional Dwelling Units and related improvements to the provisions hereof as herein provided for. Such withdrawal shall be affected by the recording in the Worcester County Worcester District Registry of Deeds and the Middlesex County Southern District Registry of Deeds of an instrument duly executed by the Declarant, or its successors and assigns, making reference to this reserved right and exercising the same (hereinafter the "Instrument of Withdrawal"). To the extent necessary the Board of Directors of the Association, or its appropriate Officers, shall join therein and convey the withdrawn land to the Declarant. No vote or consent of the Owners or Mortgagees shall be necessary therefore. To the extent such is necessary, it shall be deemed that the Declarant has an irrevocable power of attorney to so vote or consent on behalf of the Owners and/or Mortgagees for which it shall have a power coupled with an interest. The Declarant shall likewise be deemed to have an irrevocable power of attorney to execute the Instrument of Withdrawal on behalf of the Association for which it shall have a power coupled with an interest. The Declarant may exercise the foregoing right with respect to varying portions of said Lots B, C, D and E on one or more occasions as the Declarant may determine provided such occurs within fifteen years of the date of this Declaration and then only upon the Declarant obtaining the consent of the Massachusetts Finance Development Agency and the Devens Enterprise Commission to such withdrawal, subdivision and development, which consent shall appear on the Instrument of Removal.

In furtherance of the foregoing, the Declarant reserves the right to grant easements for the benefit of each Additional Lot to use all roads, ways, walkways, parking areas, improvements, and Common Areas; the right to grant easements for the installation and maintenance of underground utilities for the benefit of Additional Lots and improvements; the right to incorporate the Additional Lots and improvements herein; all rights necessary and appropriate to undertake and complete the construction of Additional Dwelling Units and appurtenant improvements on the Additional Lots, including the right to add additional improvements and to expand the property as here contemplated. Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights under this Declaration: the right of access, ingress, and egress over and upon the Common Areas, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Declarant; the right to lay, maintain, repair and replace,

construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Additional Dwelling Units, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the Additional Lots and the Common Areas; to pass and repass by foot and vehicle over all driveways, roadways, access ways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, access ways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Additional Lots to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others, including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Areas not subject to rights of exclusive use appurtenant to any Lot; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Owners of the Common Areas to facilitate construction or for purposes of safety (provided that no Owner shall be denied at least one means of access to his/her/their Lot during such periods of restriction); to leave debris resulting from construction in the Common Areas, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Additional Dwelling Units without liability for such interruption of service, provided, however, that the Declarant shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Owner; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Additional Dwelling Units. Declarant further reserves the right to use any Lot or Dwelling Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Dwelling Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structure on the Land and to erect and maintain signage in connection therewith. Until the expiration of the foregoing rights, such may be sold, granted, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which make specific reference hereto. Each Owner of a Lot, each Owner of an Additional Lot and the holder of a mortgage on any thereof shall be bound by the provisions of this Article.

ARTICLE XV
LAND DISPOSITION AGREEMENT

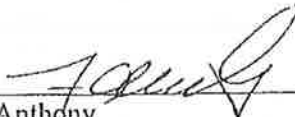
The approval of this Master Deed by the Massachusetts Development Finance Agency, ("MDFA") under the Land Disposition Agreement shall not be deemed as a waiver by MDFA of any provision of the Land Disposition Agreement, nor shall any nonperformance in any one instance of any provision of the Land Disposition Agreement be deemed to abrogate or waive such provision, irrespective of the number of violations or breaches as may occur. Should there exist any conflict between the Land Disposition Agreement and this Master Deed, the Land Disposition Agreement shall control.

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IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of this 22nd day of June, 2001.

MASS DEVENS LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

By: Nepsa 2000 Property Investors, Inc.,
Its General Partner

By: 
Fred Anthony
Its Vice President

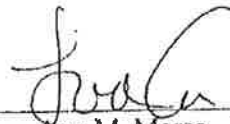
By: 
Jeremy Pava
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

June 22, 2001

Then personally appeared the above-named Fred Anthony, Vice President, and Jeremy Pava, Treasurer, respectively, of Nepsa 2000 Property Investors, Inc., the general partner of Mass Devens Limited Partnership, and acknowledged the foregoing instrument to be their free act and deed, the free act and deed of said corporation and the free act and deed of said limited partnership, before me,


Lou Ann M. Morse - Notary Public
My Commission Expires: 9/20/2007

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EXHIBIT A

Legal Description

Lots 2 through 35, 37-71, Parcels B, C, D and E and all contained service roads shown on a set of plans entitled " 'Level One Lotting Plan' and 'Level Two Lotting Plan', Estates at Harvard Hills, Ayer and Harvard, Massachusetts, Prepared For: Mass Devens Limited Partnership, 380 Union Street, Suite 300, W. Springfield, MA 01089" prepared by Meisner Brem Corporation dated December 1, 2000, recorded at Worcester County District Registry of Deeds simultaneously herewith but prior hereto and the Middlesex County Southern District Registry of Deeds simultaneously herewith but prior hereto but excluding all public ways.

Guillermo Rivera Property Management
12 Hamenmill St.
Concord, MA 01742



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THE ESTATES AT HARVARD HILLS HOMEOWNERS ASSOCIATION
Certificate of Officers and Trustees

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

- President: Guillermo Rivera term expires April 2017
- Secretary: Kenneth Ashe term expires April 2017
- Trustee: Brian McNulty term expires April 2016
- Trustee: Mike Donabedian term expires April 2017

WITNESS my hand and seal this 19th day of October 2015.

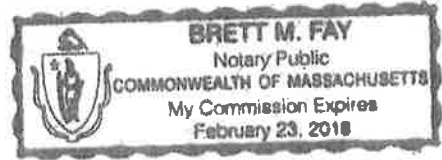

Guillermo Rivera, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 19th day of OCTOBER, 2015, the undersigned notary public, personally appeared, Guillermo Rivera, President of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.


Notary Public



THE ESTATES AT HARVARD HILLS HOMEOWNERS
ASSOCIATION

Certificate of Officers and Trustees



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Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

President: Guillermo Rivera term expires April 2017
Secretary: Keena Keel term expires April 2018
Treasurer: Jingqi Wang term expires April 2018
Trustee: Kenneth Ashe term expires April 2017
Trustee: Mike Donabedian term expires April 2017

WITNESS my hand and seal this 18TH day of November 2016.

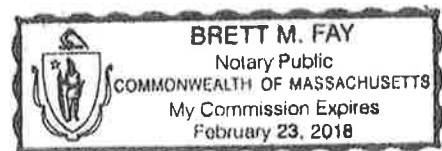

Keena Keel, Secretary

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS NOVEMBER 18, 2016

On this 18TH day of November, 2016, the undersigned notary public, personally appeared, Keena Keel, Secretary of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.


Notary Public



0 Hills Registry
12 Damb Mill Sq
Concord, MA 01742



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**THE ESTATES AT HARVARD HILLS HOMEOWNERS
ASSOCIATION
Certificate of Officers and Directors**

Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

- President: Guillermo Rivera term expires April 2018
- Vice President: Keena Keel term expires April 2018
- Treasurer: George Glazier term expires April 2018
- Director: Kenneth Ashe term expires April 2019
- Clerk: Mike Donabedian term expires April 2020

WITNESS my hand and seal this 30th day of October 2017.

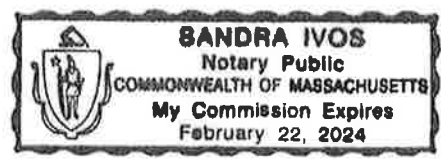
Mike Donabedian
Mike Donabedian, Clerk

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS October 30, 2017

On this 30 day of October 2017, the undersigned notary public, personally appeared, Mike Donabedian, Clerk of The Board of Trustees of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.

Sandra Ivos
Notary Public
My Commission Expires:



Alpine Property 1100 Myrtle St. W. 11.
12 Damonville Square
Concord, MA 01742-2841

**THE ESTATES AT HARVARD HILLS HOMEOWNERS
ASSOCIATION**

Certificate of Officers and Directors



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Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions dated June 26, 2001, and recorded with the Worcester County Worcester District Registry of Deeds on June 29, 2001 in Book 24341, Page 336, and in the Middlesex County Southern District Registry of Deeds on June 26, 2001, Book 33131, Page 87, I hereby certify that the following individuals are the duly elected officers and trustees of The Estates at Harvard Hills Homeowners Association

President:	Keena Keel	term expires April 2021
Vice President:	Kenneth Ashe	term expires April 2022
Treasurer:	George Glazier	term expires April 2023
Clerk:	Mike Donabedian	term expires April 2023

WITNESS my hand and seal this 26 day of MAY 2020.

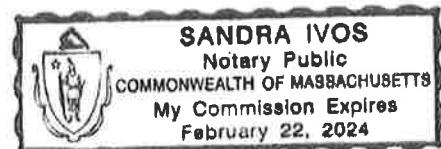
x Keena Keel
Keena Keel, President

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS May 26, 2020

On this 26 day of May 2020, the undersigned notary public, personally appeared, Keena Keel, President of The Board of Directors of The Estates at Harvard Hills Homeowners Association, personally known to me, and acknowledged to me that she signed the foregoing document voluntarily for its stated purpose.

Sandra Ivos
Notary Public
My Commission Expires:



ATTEST: WORC. Kathryn A. Toomey, Register