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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS of THE ESTATES AT HARVARD HILLS

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

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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 "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 of or judgment rendered in any action, suit or proceeding. Notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, 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 Indemnitee 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.

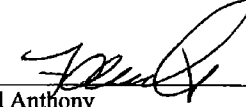
ARTICLE XV
LAND DISPOSITION AGREEMENT


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 nonenformance 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.

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

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, alteration 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 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.

NOTES

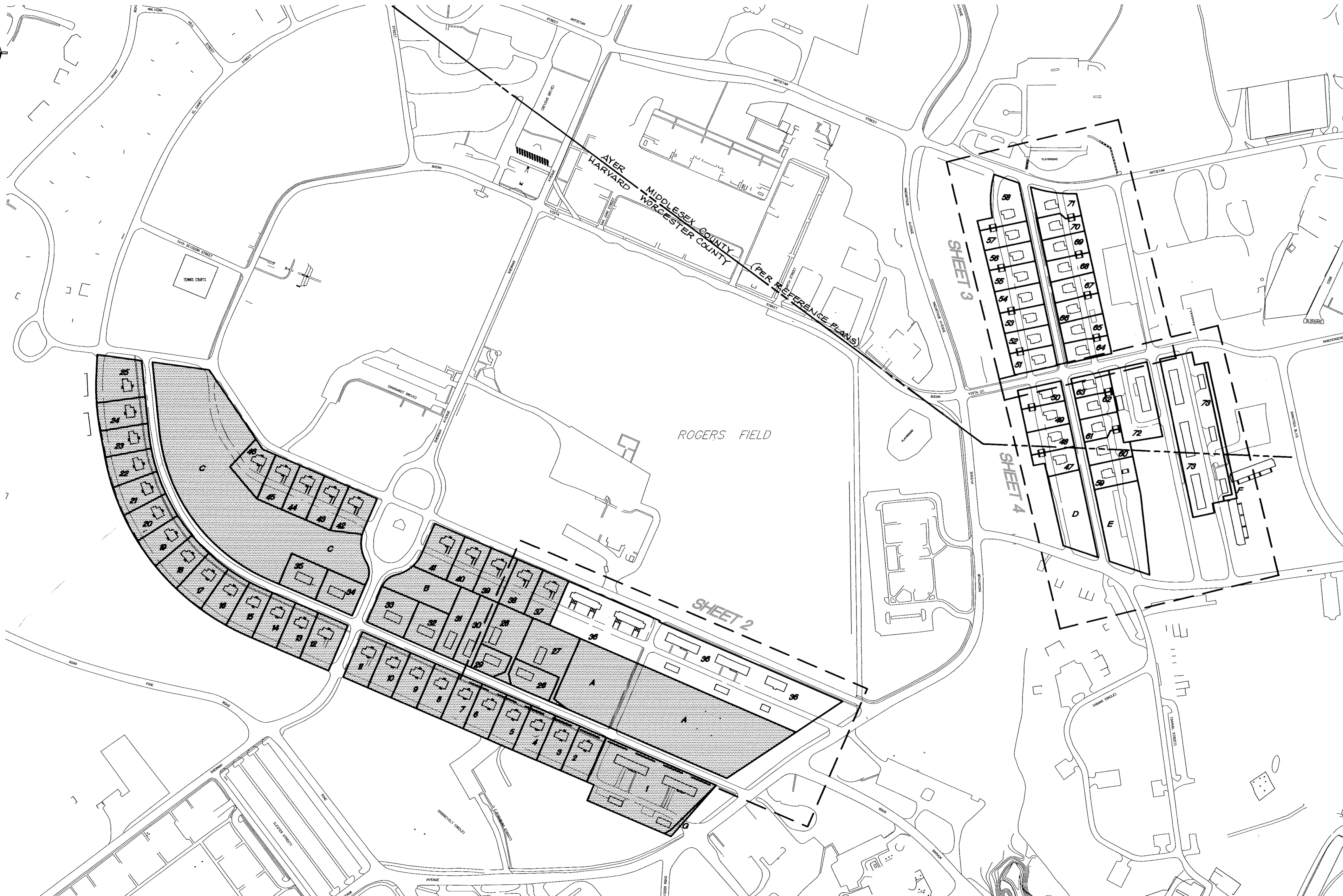
1. THE PURPOSE OF THIS PLAN IS TO GIVE AN OVERVIEW OF THE 'ESTATES AT HARVARD HILLS' PROJECT. THERE ARE 28 RESIDENTIAL LOTS AND 3 PARCELS WHICH REQUIRE LEVEL TWO REVIEW AND APPROVAL. THE REMAINING 45 RESIDENTIAL LOTS AND 3 PARCELS (SHOWN SHADED) HAVE BEEN PREVIOUSLY APPROVED BY A LEVEL ONE REVIEW.

2. THESE PLANS DEPICT ACCESS EASEMENTS ONLY. EASEMENTS FOR THE EXISTING UTILITY INFRASTRUCTURE SHALL BE PROVIDED IN A SEPARATE UTILITY PLAN. SEE PLAN REFERENCE 4 HEREIN.

3. ALL EXISTING MONUMENTATION (SEE LEGEND) SHOWN ON THESE PLANS WAS PROPOSED TO BE SET BY THE PLANS REFERENCED BELOW. SEVERAL MONUMENTS WERE RECOVERED DURING A FIELD SURVEY BY THIS OFFICE. HOWEVER, MEISNER BREM CORPORATION DOES NOT CONFIRM THAT ALL THOSE MONUMENTS WERE SET.

4. ZONING: RESIDENTIAL II / OPEN SPACE & RECREATION

5. WATER RESOURCE PROTECTION DISTRICT: WATERSHED / AQUIFER



SITE OVERVIEW AND SHEET INDEX

SCALE: 1"=200'

NOTE: SHADED LOTS WERE PREVIOUSLY APPROVED IN A LEVEL ONE REVIEW.

APPROVED: *[Signature]*
[Signature]
[Signature]
 Paul V. Johnston
 Eric A. McLaughlin

WORCESTER DISTRICT REGISTRY OF DEEDS - WORCESTER, MA
 PLAN BOOK 7169 PLAN 123
 Received June 29 2001
 Sheet 1 of 4
 With Doc. # _____
 in BOOK _____ PAGE _____
 Fee \$ 122.00

Devens Enterprise Commission
 ENDORSED _____

FOR D.E.C. USE ONLY

ATTEST: *[Signature]*
 Registered
 FOR REGISTRY USE ONLY

LEGEND

- 2 FOOT CONTOUR
- 10 FOOT CONTOUR
- TREE LINE
- CABLE LINE
- TELEPHONE LINE
- GAS LINE
- DRAIN LINE
- WATER LINE
- SEWER LINE
- ZONE LINE
- CABLE MANHOLE
- HANDHOLE
- GAS VALVE
- UTILITY POLE
- LIGHT POLE
- CATCH BASIN
- DRAIN MANHOLE
- WATER VALVE
- HYDRANT
- MANHOLE (TYPE UNKNOWN)
- WATER MANHOLE
- SEWER MANHOLE
- IRON ROD*
- STONE BOUND*
- IRON PIN (TO BE SET)
- EASEMENT LINE
- BUILDING SETBACK LINE

PLAN REFERENCES

1. "AYER/HARVARD, MASSACHUSETTS - LEVEL I SUBDIVISION LOTS AS-1, 2, 3, 4 & 5 - AUMAN & BUENA VISTA STREETS", PREPARED FOR: MASS. DEVELOPMENT FINANCE AGENCY (OWNER) AND ASPEN SQUARE MANAGEMENT, INC. (APPLICANT); PREPARED BY: HOME SURVEYING ASSOCIATES, INC.; SCALE: 1"=80'; DATED JUNE 9, 2000, LAST REVISED 6/30/00; ON FILE AT THE DEVENS ENTERPRISE COMMISSION AND RECORDED AT THE WORCESTER COUNTY REGISTRY OF DEEDS.
2. "HARVARD, MASSACHUSETTS - LEVEL I SUBDIVISION LOTS AS-6 & AS-7 - ELM & WALNUT STREETS", PREPARED FOR: MASS. DEVELOPMENT FINANCE AGENCY (OWNER) AND ASPEN SQUARE MANAGEMENT, INC. (APPLICANT); PREPARED BY: HOME SURVEYING ASSOCIATES, INC.; SCALE: 1"=80'; DATED JUNE 9, 2000, LAST REVISED 6/30/00; ON FILE AT THE DEVENS ENTERPRISE COMMISSION AND RECORDED AT THE WORCESTER COUNTY REGISTRY OF DEEDS.
3. "HARVARD, MASSACHUSETTS - LEVEL I SUBDIVISION LOTS AS-8 & AS-9 - ELM & WALNUT STREETS", PREPARED FOR: MASS. DEVELOPMENT FINANCE AGENCY (OWNER) AND ASPEN SQUARE MANAGEMENT, INC. (APPLICANT); PREPARED BY: HOME SURVEYING ASSOCIATES, INC.; SCALE: 1"=80'; DATED JUNE 9, 2000, LAST REVISED 6/30/00; ON FILE AT THE DEVENS ENTERPRISE COMMISSION AND RECORDED AT THE WORCESTER COUNTY REGISTRY OF DEEDS.
4. UTILITY EASEMENT PLAN TO BE PREPARED BY HOME SURVEYING ASSOCIATES, INC.

NO.	DATE	REVISION	BY
1	1/24/01	LOTS 27 & 28 MOVED TO LEVEL ONE	JAT

LEVEL TWO LOTTING PLAN - INDEX AND NOTES
ESTATES AT HARVARD HILLS
AYER AND HARVARD, MASSACHUSETTS
 PREPARED FOR:
MASS DEVENS LIMITED PARTNERSHIP - Owner
380 UNION ST., SUITE 300, W. SPRINGFIELD, MA 01089
DECEMBER 1, 2000

200 100 0 200 400

SCALE: 1" = 200'

MEISNER BREM CORPORATION
 6 LANCASTER COUNTY ROAD, HARVARD, MA 01451 - (978) 772-9196
 151 MAIN STREET, SALEM, NH 03079 - (603) 893-3301

FIELD BOOK: _____

DESIGNED BY: MBC DRAFTED BY: JAT APPROVED BY: MBC
 JOB No.: 1696.00 ACAD No.: 1696M SHEET 1 OF 4

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A WAIVER FROM SECTION 974CMR3.04(2)(G) OF THE DEVENS ENTERPRISE COMMISSION RULES AND REGULATIONS WAS GRANTED BY THE DEVENS ENTERPRISE COMMISSION.

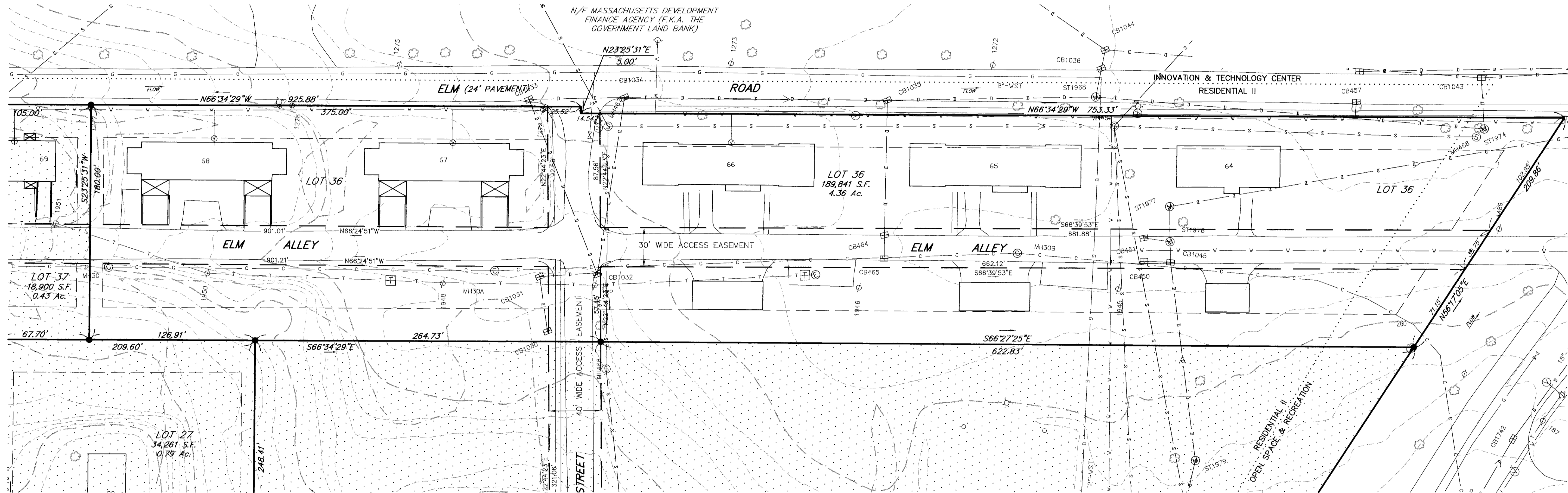
APPROVED
Paul A. Johnston
Rosa A. McLaughlin
 Paul A. Johnston
 Rosa A. McLaughlin

Devens Enterprise Commission Plan Book 769 Plan 123

ENDORSED _____

FOR D.E.C. USE ONLY

FOR REGISTRY USE ONLY



NOTES

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE 1 LOT THAT REQUIRES LEVEL TWO REVIEW AND APPROVAL FROM THE SUBDIVISION OF EXISTING LOT AS-B (PLAN REFERENCE 3) IN A PREVIOUS LEVEL ONE SUBMISSION. SHADED LOTS REPRESENT PREVIOUSLY APPROVED LEVEL ONE LOTS.

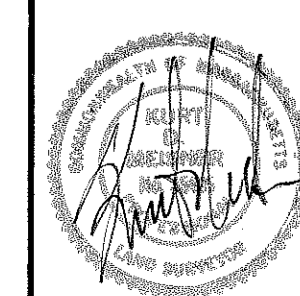
2. SEE SHEET 1 FOR SHEET INDEX, LEGEND, AND ADDITIONAL NOTES.

NO.	DATE	REVISION	BY
3			
2	1/24/01	LOTS 27 & 28 MOVED TO LEVEL ONE	JAT
1	1/3/01	WAIVER & VARIANCE NOTES	JAT

LEVEL TWO LOTTING PLAN
ESTATES AT HARVARD HILLS
 HARVARD, MASSACHUSETTS
 PREPARED FOR:
MASS DEVENS LIMITED PARTNERSHIP
 380 UNION ST., SUITE 300, W. SPRINGFIELD, MA 01089
 DECEMBER 1, 2000



SCALE: 1" = 40'

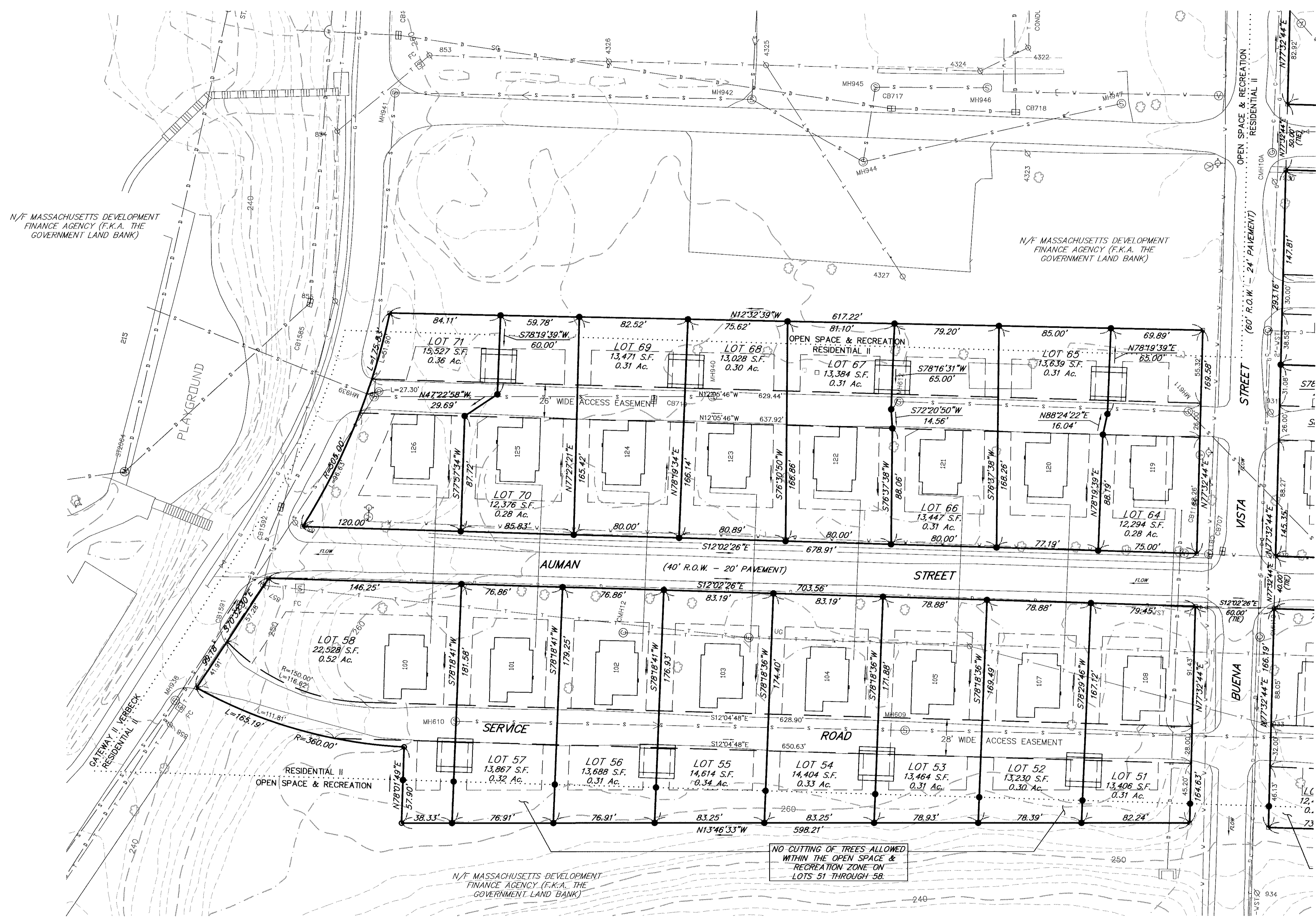
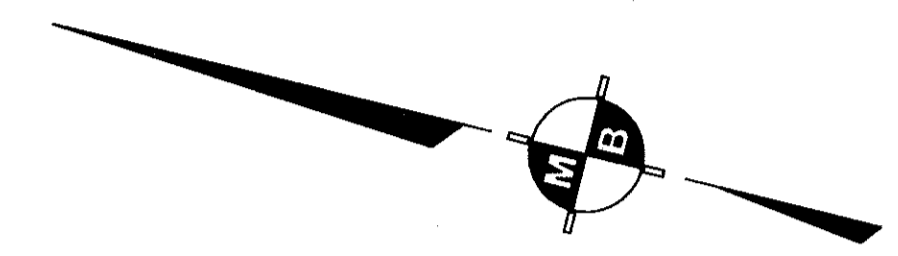


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FIELD BOOK:	DESIGNED BY: MBC	DRAFTED BY: JAT	APPROVED BY: MBC
©2000, MEISNER BREM CORP.	JOB No.: 1696.00	ACAD No.: 1696M	SHEET 2 OF 4

APPROVED
Paul Johnston
Lisa A. McLaughlin
 Paul Johnston
 Lisa A. McLaughlin
 Devens Enterprise Commission
 ENDORSED
 FOR D.E.C. USE ONLY
 FOR REGISTRY USE ONLY

PLAN BOOK 769 PLAN 123



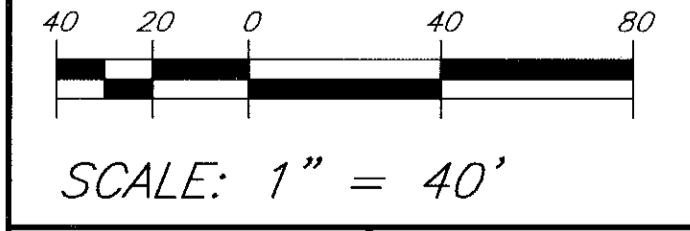
SEE SHEET 4

A WAIVER FROM SECTION 974CMR3.04(2)(g) OF THE DEVENS ENTERPRISE COMMISSION RULES AND REGULATIONS WAS GRANTED BY THE DEVENS ENTERPRISE COMMISSION.

- NOTES
1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE EXISTING LOT AS-1 (PLAN REFERENCE 1) INTO 8 LEVEL TWO RESIDENTIAL LOTS AND EXISTING LOT AS-3 (PLAN REFERENCE 1) INTO 8 LEVEL TWO RESIDENTIAL LOTS.
 2. SEE SHEET 1 FOR SHEET INDEX, LEGEND, AND ADDITIONAL NOTES.

NO.	DATE	REVISION	BY
3			
2	1/24/01	REVISE LOTS 66 & 67	JAT
1	1/3/01	WAIVER & NO CUT NOTE	JAT

LEVEL TWO LOTTING PLAN
ESTATES AT HARVARD HILLS
 AYER AND HARVARD, MASSACHUSETTS
 PREPARED FOR:
MASS DEVENS LIMITED PARTNERSHIP
 380 UNION ST., SUITE 300, W. SPRINGFIELD, MA 01089
 DECEMBER 1, 2000



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 JOB No.: 1696.00 ACAD No.: 1696M SHEET 3 OF 4

SEE SHEET 3



NO CUTTING OF TREES ALLOWED WITHIN THE OPEN SPACE & RECREATION ZONE ON LOTS 47 THROUGH 50.

APPROVED
[Signature]
 Devens Enterprise Commission
 ENDORSED

Plan Book 769 Plan 123

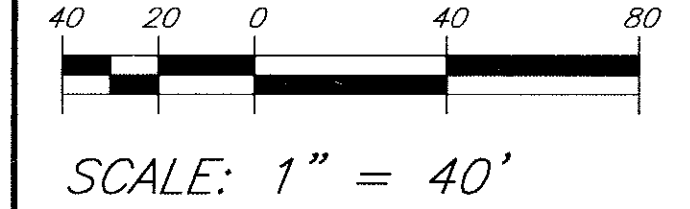
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A WAIVER FROM SECTION 974C MR3.04(2)(g) OF THE DEVENS ENTERPRISE COMMISSION RULES AND REGULATIONS WAS GRANTED BY THE DEVENS ENTERPRISE COMMISSION.

- NOTES
1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE EXISTING LOT AS-2 (PLAN REFERENCE 1) INTO 4 LEVEL TWO RESIDENTIAL LOTS AND 1 PARCEL, EXISTING LOT AS-4 (PLAN REFERENCE 1) INTO 6 LEVEL TWO RESIDENTIAL LOTS AND 1 PARCEL AND EXISTING LOT AS-5 (PLAN REFERENCE 1) INTO 1 LEVEL TWO RESIDENTIAL LOT AND 1 PARCEL.
 2. SEE SHEET 1 FOR SHEET INDEX, LEGEND, AND ADDITIONAL NOTES.

NO.	DATE	REVISION	BY
3			
2	1/24/01	REVISE LOTS 62 & 63	JAT
1	1/3/01	WAIVER & NO CUT NOTE / REVISE PARCEL F	JAT

LEVEL TWO LOTTING PLAN
ESTATES AT HARVARD HILLS
 AYER AND HARVARD, MASSACHUSETTS
 PREPARED FOR:
MASS DEVENS LIMITED PARTNERSHIP
 380 UNION ST., SUITE 300, W. SPRINGFIELD, MA 01089
 DECEMBER 1, 2000



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FIELD BOOK:
 DESIGNED BY: MBC DRAFTED BY: JAT APPROVED BY: MBC
 JOB No.: 1696.00 ACAD No.: 1696M SHEET 4 OF 4