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COMPASS POINTE MAINTENANCE TRUST

DECLARATION OF TRUST

This DECLARATION OF TRUST made this 2nd day of June, 2010 by Signature Homes Communities LLC of Shrewsbury, Massachusetts 01545, who hereby declare that it and its successors in Trust hereunder will hold for the benefit of the beneficiaries hereunder upon the term herein set forth all of the rights and powers in and with respect to the land and structures and easements held by said Trustees for the purposes set forth in this Declaration of Trust.

ARTICLE I

NAME OF TRUST

Section 1.1 The Trust hereby created shall be known as the *COMPASS POINTE MAINTENANCE TRUST* and under that name, so far as legal, convenient and practical, all business should be carried on by the Trustee and all instruments shall be executed by the Trustee in that name (and the word "Trust" whenever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustee in its capacity as Trustee, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Homeowners as later defined in the Declaration of trust.

ARTICLE II

THE TRUST AND ITS PURPOSES

Section 2.1 This Trust is established for the purpose of (1) maintaining, controlling, and preserving the retention/detention basins, the fences surrounding such basins, if any, the drainage structures, drainage easements, and any other appurtenances which may now or in the future exist on Lot 14, Lot 4 and Lot 5 shown on the Definitive Subdivision Plan hereinafter described, and the gravel walkway connecting the subdivision to the Boylston Elementary School. (2) inspection *but not the maintenance* of so-called septic systems located on any Lot shown on the Plan and (3) for the purpose of owning and maintaining any other property real or personal which may hereafter be conveyed or transferred to this Trust.

Section 2.2 It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Homeowners are beneficiaries and not partners or associates nor

Alward St, Rte 150 Main St, Boylston
 See Duds Book 45815, Page 196
 Book 45489, Page 319

in any other relation to the Trustees other than as beneficiaries, with only such rights and liabilities as are set forth in this Declaration of Trust.

ARTICLE III DEFINITIONS

In this Declaration of Trust, wherever the context permits, the following words shall have, respectively, the following meanings:

Section 3.1 "Bylaws" shall mean bylaws contained in Article VI hereof as the same may be amended from time to time.

Section 3.2 "Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. Reference in this Declaration of Trust to "hereof", "herein" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

Section 3.3 "Home" shall mean the land comprising any one lot of the Subdivision as shown on the Plan or any single condominium unit if any Lot shall have been subjected to the provision of Massachusetts General Laws Chapter 183A ("Lot" or in the plural, "Lots").

Section 3.4 "Homeowner" shall mean the person or persons owning a Lot or a Condominium Unit on any Lot shown on the Plan.

Section 3.5 "Percentage." Any given percentage of Homeowners shall mean that Homeowner's percentage interest of the beneficial interest in the Trust.

Section 3.6 "Person" or "Persons" shall mean any person or persons, whether acting in an individual, representative, or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

Section 3.7 "Plans" shall mean a plan of land entitled "Definitive Subdivision Plan, Compass Pointe, Boylston, Massachusetts" drawn by Seltec Engineering, Inc. dated October 2, 2000, and recorded at Worcester District Registry of Deeds in Plan Book 838 Plan 30 (the "Definitive Subdivision Plan") if there shall be additional plan or plans recorded subsequent to the Definitive Subdivision Plan and the subsequent plan or plans shall be inconsistent with the Definitive Subdivision Plan the subsequently recorded plan or plans shall control so that the last recorded plan shall be the controlling plan.

Section 3.8 "Rules and Regulations" shall mean any rules and regulations for the operation of the Trust.

Section 3.9 "Sponsor" shall mean Signature Homes Communities LLC.

Section 3.10 "Subdivision" shall mean all lots shown on the Plans, whether improved or unimproved.

Section 3.11 "Trust Expenses" shall mean the expenses of ownership, maintenance, administration, insuring repair or replacement of the Trust Property, insurance, and expenses declared Trust Expenses herein,

Section 3.12 "Trust Funds" shall mean all funds held by the Trustees.

Section 3.13 "Trust Profits" shall mean the balance of all income from the Trust Funds remaining after deduction of the Trust Expenses.

Section 3.14 "Trust Property" shall mean any and all property, whether real, personal or mixed, tangible or intangible, including but not limited to easements held by the Trustees under the terms and provisions of this Declaration of Trust on behalf of the Trust including but not limited to benefits or proceeds available from any and all insurance policies.

Section 3.15 "Trustee" or "Trustees" shall mean a Trustee or Trustees for the time being under this Declaration Trust, however appointed, and the rights, powers, authority and privileges granted hereunder to the Trustees may be exercised by such person or persons.

ARTICLE IV

THE TRUSTEES

Section 4.1 Numbers and Vacancy. During the development and construction of the Subdivision, The Sponsor shall have the exclusive right to determine the number of Trustees and designate who shall serve as Trustees.

Upon the lapse of four (4) months subsequent to the sale and conveyance by the Sponsor or its successors of the last lot on the subdivision plan or upon the lapse of Eight (8) years subsequent to the date the first Lot has been conveyed to a purchaser, by the Sponsor whichever shall first occur, the Sponsor shall transfer control of the Trust to the Homeowners. The Homeowners shall elect, by majority vote, three (3) Trustees to serve for a term of two (2) years. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Homeowner or Trustee and notice to all other Homeowners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Notwithstanding any foregoing provisions of this Section 4.1 to the contrary, during the period of any vacancy, however caused and for whatever duration, the remaining trustees, subject to the provisions of Section 4.2, shall continue to exercise and discharge all of the powers, discretions and duties conferred or imposed upon the Trustees by this Trust. Any successor trustee shall become a Trustee and shall be

vested with the title to the trust property jointly with the remaining Trustees or Trustee without the necessity of any deed of transfer or conveyance.

Section 4.2 Trustee Action. In any matters relating to the administration of this Trust and to the exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called meeting at which a quorum is present; and, if and whenever the number of Trustees shall become less than three (3), the then remaining Trustee(s), if any, shall act unanimously. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 4.3 Resignation and Removal. Any Trustee may resign at any time by instrument writing, signed and acknowledged, and delivered to any other Trustee then in office. By vote of Homeowners entitled to not less than fifty—one (51%) percent of the Beneficial Interest, any Trustee may be removed with or without cause and the vacancy among the Trustees caused by such removal shall be filled in the manner above provided.

Section 4.4 Surety Bonds. No Trustee named or appointed as herein before provided, whether as original Trustees or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, unless owners entitled to not less than seventy five (75%) percent of the Beneficial Interest, vote that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such vote. Any cost of such bond shall be a Trust Expense.

Section 4.5 Compensation. No Trustee shall receive any compensation for serving as such; provided, however, each Trustee shall be entitled to reimbursement for all reasonable expenses incurred by him on behalf of the Trust.

Section 4.6 No Personal Liability. No Trustee shall under any circumstance or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted by him in good faith while serving as Trustee, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law, except for willful acts in bad faith.

Section 4.6 Trustees May Deal With Trust. No Trustee shall be disqualified by reason of being a Trustee from contracting or dealing with the Trustees or with one or more Homeowners (whether directly or indirectly) because of such Trustee's interest, personally or as Trustee, or because of any owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason, as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into with respect to this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or

arrangement by reason of such Trustee's holding office or because of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of such Trustee's interest before the dealing, contract or arrangement is entered into.

Section 4.7 Indemnity. The Trustees and each of them shall be indemnified out of the Trust Property and by the Homeowners in proportion to their Beneficial Interest, against any liability incurred by them or any of them in the carrying out of their duties hereunder, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines insofar as and to the extent that any such liability shall not be covered by any insurance policy; the Trustees shall indemnify and hold the Homeowners, and each of them, harmless from and against any loss or damage for property damage or personal injury resulting from the failure of the Trustees to properly discharge their duties under this Trust including but not limited to the maintenance of any Trust Property. Such indemnification shall be from Trust Property only and from any applicable insurance policy or policies, and, in no event, shall any trustee ever be personally liable hereunder.

Section 4.8 Arbitration. Notwithstanding anything to the contrary in this Trust, in the event that the Homeowners, or Trustees, shall be unable to act for failure of a majority vote, with respect to any matters contained herein, and after ten (10) days written notice of the deadlock to the Homeowners and Trustees, and such deadlock shall not have resolved within thirty (30) days after such notice, then either the Trustees or Homeowners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the Homeowners, and a third by the two arbitrators so designated, and the decision of such arbitrators shall be binding. Arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE V

HOMEOWNERS

Section 5.1 Beneficial Interest. The Beneficial Interest in the Trust Property will be in the Homeowners. All of the Beneficial Interests in the Trust shall be divided among the Homeowners; each Homeowner shall have a 17.593% interest of the beneficial interests of the Trust.

Section 5.2 Each Home to Vote by One Person. Each Beneficial Interest shall be exercised by one person and shall not be divided among several owners of any Home. To that end, whenever any Home is owned of record by more than one person, the several owners of such Home shall designate, by a notice in writing to the Trustees signed by all, of the record owners of such Home,

one of such owners who shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Home hereunder. Such designation shall take effect upon receipt of said notice by the Trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate, by written notice to all such owners, any one such owner for such purposes.

ARTICLE VI

BYLAWS

The Trustee hereby adopts the provisions of this Article VI as the Bylaws of this Trust (the "Bylaws"):

Section 6.1 Powers of the Trustees. The Trustees shall have all the powers and duties necessary for the administration of the Trust and Trust Property and may do all things, subject to and in accordance with all applicable provisions of applicable law, and, without limiting the generality of the foregoing the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

- (i) retain the Trust Property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;
- (iii) borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

- (iv) enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases or easements, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;
- (v.) incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sum as they shall deem necessary or proper for the furtherance of the purposes of this Trust;
- (vi) to determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or surplus any of the funds of this Trust;
- (vii) deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- (viii) maintain such offices and other places of business in the Commonwealth of Massachusetts as they shall deem necessary or proper; and to employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust Property, or any part or parts thereof, or for conducting the business of the Trust.
- (ix) improve any property owned by the Trust;
- (x) manage, maintain, repair, restore, and improve the Trust Property and enter into contracts for same;
- (xi) determine the Trust Expenses required for the affairs of the Trust Property;
- (xii) collect the Trust Expenses from the Homeowners;

- (xiii) adopt and amend rules and regulations covering the details of the operation and use of the Trust Property;
- (xiv) obtain insurance covering the Trust Property;
- (xv) enforce obligations of the Homeowners and have the power to levy fines against the Homeowners for violations of reasonable Rules and Regulations established by the Trustees to govern the conduct of the Homeowners. No fine may be levied for more than \$10 for any one violation, but for each day a violation continues after written notice, it shall be considered a separate violation. All such fines shall be the personal obligation of such Homeowner and shall be deemed an assessment against such Homeowner;
- (xvi) generally, in all matters not herein otherwise specified, to control and to do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein to manage and dispose of the Trust Property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Homeowners.

Provided, however, that the Trustees shall abide by all covenants made with and requirements of the Town of Boylston Planning Board and Superintendent of Highways, and their successors thereto and any other government or municipal agencies having proper jurisdiction over the Trust Property.

Section 6.2 Operation, Maintenance, Control, Repair and Replacement of Trust Property, Assessment of Trust Expenses Therefor. The Trustees shall be responsible for the proper maintenance, operation, control, repair and replacement of the Trust Property, and any two Trustees or any others who may be so designated by the Trustees may approve payment of vouchers for such work. If there shall be only one duly qualified and acting Trustee such trustee shall acting singly have the foregoing powers. The expenses of such maintenance, operation repair and replacement shall be assessed to the Homeowners as Trust Expenses at such times and in such amounts as provided in Section 6.3

Section 6.3 Trust Expense Funds.

Section 6.3.1 Reserve Funds. The Homeowners shall be liable for Trust Expenses and subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (Trust Profits), if any, of the Trust in proportion to their beneficial interest in the Trust. The Trustees shall, to the extent they deem advisable, set aside Trust Funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, or, subject to the provisions of the following Section 6.3.2 and 6.3.3, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be Trust Profits available for distribution.

Section 6.3.2 Estimates of Trust Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Trust Expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. In the event that the Trustees shall determine during any fiscal year that the budget is less than the Trust Expenses actually incurred, or in the reasonable opinion of the Trustees Likely to be incurred, the Trustees shall make a supplemental assessment or assessments, and such assessments shall be payable within thirty (30) days after the same are rendered. The amount of each annual and/or supplemental assessment shall be the personal liability of each Homeowner (jointly and severally among the owners of each Home) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, each such Homeowner shall pay interest on such unpaid amount at an interest rate determined from time to time by the Trustees together with the cost of collection of such amounts, including attorneys' fees. A purchaser of a Home shall not be personally liable for delinquent common assessments or other charges attributable to the Home prior to his becoming the owner, unless assumed by such purchaser. Each Homeowner, by acceptance of the Deed to his Home, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments.

In the event an assessment against a Home remains unpaid for more than thirty (30) days from its due date, the Trustees shall take whatever lawful action they deem necessary to collect such assessment. All rights and remedies of the Trustees with respect to collection of delinquent assessments shall be cumulative.

The Trustees may designate one or more of the Trustees or an officer or agent who

shall have the authority to issue certificates on behalf of the Trust indicating the status of unpaid Trust Expenses assessed against a Home if requested by parties deemed appropriate by the Trustees.

Section 6.3.3 Application of Trust Funds. The Trustees shall expend Trust Funds only for the purposes permitted by this Trust and as may be required by law.

Section 6.4 Rebuilding and Restoration, Improvements and Condemnation.

Section 6.4.1 Submission to Homeowners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the Trust Property, or shall be requested in writing by the Homeowners holding fifty (50%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Homeowners a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, upon delivery to the Trustees of such agreement signed by fifty one (51%) percent or more of the Homeowners, or the expiration of ninety (90) days after such agreement was first submitted to the Homeowners, whichever shall first occur, the Trustees shall notify all Homeowners of the percentage of Homeowners who have then signed such agreement. If such percentage is fifty one (51%) percent or more of the Homeowners, the Trustees shall proceed to apply to the appropriate municipal body for approval of such improvement, when and if such approval is received, the Trustees shall make the improvement or improvements specified in such agreement and, shall charge the cost of such improvement to all the Homeowners. The foregoing to the contrary notwithstanding, if any improvement shall be lawfully required by agreement or by order of the Town of Boylston from which no appeal can be taken, the Trustees shall promptly take all necessary steps to comply with such order.

Section 6.4.2 Condemnation. In the event of a total or partial taking under the powers of eminent domain, the Homeowners shall be represented by the Trustees hereunder, all awards or damages shall be payable to the Trustees for the benefit of the Homeowners and their mortgage holders and the taking shall be treated as (i) a casualty loss, or (ii) a termination of the Trust and shall be governed by the applicable provisions of this Trust. By the acceptance of a deed to a Home, each Homeowner irrevocably appoints the Trustees hereunder as his attorneys-in-fact to execute all instruments necessary to accomplish a just and equitable adjustment of such proportionate interests if such a situation occurs.

Section 6.4.3 Arbitration of Disputed Trustee Action. Notwithstanding anything to the contrary in this Trust: (a) In the event that any Homeowner(s), shall dissent from any determination of the Trustees with respect to the value of the Trust Property or any other determination or action of the Trustees under this Article VI by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Homeowner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Homeowner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair; rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 6.4.4 Rules, Regulations, Restrictions and Requirements. The Trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the use and maintenance of the Trust Property as is consistent with provisions of any maintenance contract in effect at the time of such action by the Trustees and with regulatory authorities of the Town of Boylston or the Commonwealth of Massachusetts.

Section 6.5 Insurance. The Trustees may, in their discretion, obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trust, the Trustees and all of the Homeowners who shall be named insurers under such policies, and with loss proceeds payable to the Trustees hereunder (or to one of the Trustees designated by them as the Insurance Trustee).

Section 6.5.1 Certificate of Insurance. Certificates of insurance together with proof of payment of premiums will be delivered by the Trustees to any Homeowner or mortgagee upon request.

Section 6.5.2 Liability Insurance. The Trust shall maintain a comprehensive general liability insurance policy covering all Trust Property and facilities and any other areas that are under

its supervision or that may be used in the maintenance repair or restoration of the Trust property. The policy shall provide coverage of for bodily injury and property damage in amounts of not less than \$5,000,000 in any single instance and \$5,000,000 in the aggregate.

Section 6.5.3 Insurance, a Common Expense. The cost of the insurance purchased pursuant to this Trust shall be a Trust Expense assessable and payable as provided herein.

Section 6.6 - Meetings.

Section 6.6.1 Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Homeowners and at such meeting may elect a Chairperson, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 6.6.2 Meetings of Homeowners. There shall be an annual meeting of the Homeowners on the third Tuesday in March in each year at eight o'clock p.m. (8:00 p.m.) at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Homeowners at least seven (1) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Homeowners may be called at any time by the Trustees and shall be called by them upon the written request of Homeowners entitled to more than fifty (50%)percent of the beneficial interest in the Trust
written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Homeowners at least seven (7) days prior to the date so designated.

Section 6.6.3 Notice of Certain Matters; Quorum; Majority Vote. Whenever at any meeting the Trustees propose to submit to the Homeowners any matter with respect to which specific approval of, or action by, the Homeowners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Homeowners entitled to more than fifty (50%) percent of the beneficial interest of this Trust either in person or by written proxy shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than fifty (50%) percent of the beneficial interest in the Trust.

Section 6.7 Restriction on Use Trust Property. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Trust Property is used for the purposes set forth in this Declaration of Trust.

Section 6.8 Notices to Homeowners Every notice to any Homeowner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if in writing addressed to the Owner of such Home last appearing on the Trustees' records, and mailed, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Home or, if no address other than the Home appears on the Trustees' records mailed or delivered to the Home at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner or Owners of such Home shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Home and any address other than the Home to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records. Such a correction received by the Trustees shall not affect the validity of any notice previously sent by the Trustees in accordance with this agreement.

Section 6.9 Inspection of Books; Reports to Homeowners. Books accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Homeowner and first mortgagee of any Home at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Homeowners a written report of the operations of the Trust for such year, which report shall include without limitation a statement of all receipts and expenditures and shall include financial statements, in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 6.10 Checks, Notes, Drafts, and Other Instruments. Check, notes, drafts and other

instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one Trustee or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 6.11 - The fiscal year of the Trust shall be the year ending with the 31st day of December or such other date as may from time to time be determined by the Trustees.

ARTICLE VII

SALES AND MORTGAGES OF HOMES

Section 7.1 No Severance of Ownership. The beneficial interest of each Homeowner in the Trust shall be an appurtenant interest, and no Homeowner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Home without including therein the interest of such Homeowner in the Trust Property and assets of the Trust. Any such deed, mortgage, or other instrument purporting to affect any such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Trust Property of any Home may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Home to which such interests are appurtenant.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 8. Reliance on Identify of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof duly recorded or registered, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein and of their authority to act. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be

required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Homeowners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occurrence thereof.

Section 8.2 Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust Property for any debt, damage, judgment or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Homeowners under the provisions of this Trust.

Section 8.3 All Obligations Subject to This Trust. Every note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 8.4 Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any

manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by both Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

ARTICLE IX

AMENDMENTS AND TERMINATION

Section 9.1 Amendments. The Trustees, with the consent in writing of Homeowners entitled to not less than fifty one (51%) percent of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment alteration, addition or change which purports to alter in any manner or to any extent modify or affect the percentage of the beneficial interest hereunder of any Homeowner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Homeowner in the Trust Property as set forth herein without the consent of 100% of the Homeowners, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of applicable law including but not limited to any lawful order, condition, or regulation of the Town of Boylston or the Commonwealth of

Massachusetts, or (c) which would alter, amend or revoke the obligations of the Trustees as set forth in Section 6.4.5 hereof without the approval of the Planning Board of the Town of Boylston shall be valid or effective. The foregoing to the contrary notwithstanding, the original trustee hereunder shall have the right to amend this trust at any time without the consent of Homeowners in order to make technical corrections or clarify ambiguities, said right to amend shall include, but not be limited to the right to amend percentage interest and to amend the purpose of the trust for so long as the original trustee is the sole trustee. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by a majority of the Trustees, if there be at least three then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Homeowners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 9.2 Termination. The Trust hereby created shall terminate only upon the approval of the Planning Board of the Town of Boylston. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

Section 9.3 Working Capital Fund. To insure that the Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Sponsor shall establish a working capital fund commencing with the sale of the last lot and prior to transfer of this trust to the Homeowners equal to the estimated cost of yearly maintenance of the detention basins, walkway and other structures transferred to the trust. Any amounts paid into this fund shall not be considered as advance payments or regular assessments.

Section 9.4 Maintenance. The Trustees shall establish and maintain an adequate reserve fund

for the periodic maintenance, repair and replacement of improvements to the Trust Property that it is obligated to maintain. The fund shall be maintained out of regular assessments for Trust Expense.

Section 9.5 Homeowner's Right and Restrictions. Each Homeowner shall become a beneficiary of the Trust and shall be subject to all the rights and duties assigned to Homeowners under this Trust. So long as there are Homes in subdivision which have not been conveyed to the first purchaser, the Sponsor also shall enjoy these rights and responsibilities as they relate to each individual unsold Home.

Section 9.6 Limitations of Ability to Sell. The Trustees shall not in any way restrict Homeowner's right to sell, transfer or convey his Home.

Section 9. Restrictions of Mortgaging Homes. There shall be no restrictions on the Homeowner's right to mortgage his Home.

ARTICLE X

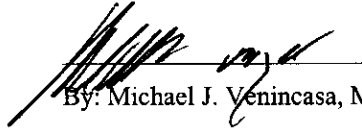
CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience or reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

June

Executed to take effect as an instrument given under seal as of the 2nd day of
2010.

Signature Homes Communities LLC

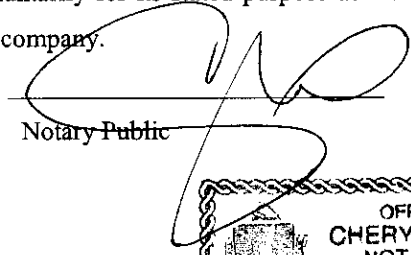


By: Michael J. Venincasa, Manager

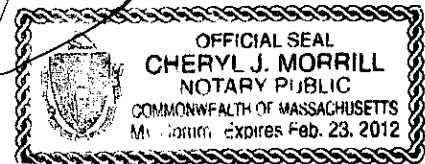
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 2nd day of June 2010, before me, the undersigned notary public, personally appeared Michael J. Venincasa, Manager of Signature Homes Communities LLC, proved to me through satisfactory evidence of identification which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as manager of Michael J. Venincasa, a Massachusetts limited liability company.



Notary Public



Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

Document Number	: 44996
Document Type	: AFM
Recorded Date	: May 04, 2017
Recorded Time	: 12:28:31 PM
Recorded Book and Page	: 57069 / 76
Number of Pages(including cover sheet)	: 3
Receipt Number	: 999195
Recording Fee	: \$75.00

Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

REAFFIRMATION OF THE COMPASS POINTE MAINTENANCE TRUST

Boylston CP LLC on this 4th day of May, 2017 hereby reaffirms the terms and conditions of the Compass Pointe Maintenance Trust dated June 2, 2010 (the "Maintenance Trust") recorded on June 3, 2010 in Book 45871 at Page 114 in the Worcester County Register of Deeds, which terms and conditions are incorporated herein by reference as if fully set forth herein.

WHEREAS, Signature Home Communities, LLC (the "Developer") was the grantor of the Maintenance Trust which burdened/benefitted all of the lots shown on the Compass Pointe Definitive Subdivision plan (the "Plan") dated October 2, 2000 and recorded in the Worcester Registry of Deeds in Plan Book 838, Plan 30. Said lots are defined in Section 3.10 of the Maintenance Trust as the "Subdivision."

WHEREAS, Boylston CP, LLC (the "Successor Developer") pursuant to a foreclosure deed dated August 5, 2015 and recorded with the Worcester County Registry of Deeds in Book 54131 at Page 139 (the "Foreclosure Deed") received an ownership interest in real property ("the Property") encumbered by a mortgage (the "Mortgage") to Country Bank for Savings dated January 13, 2006 and recorded with the Worcester County Registry of Deeds in Book 38209 at Page 112.

WHEREAS, the Property is part of the Subdivision;

WHEREAS, it is the intent of the Successor Developer to reaffirm the terms and conditions of the Compass Pointe Maintenance Trust to burden/benefit the Successor Developers ownership interest in the Property.

NOW, THEREFORE, and for the purposes stated above, the Successor Developer reaffirms the terms and conditions of the Compass Pointe Maintenance Trust to burden/benefit the Successor Developers ownership interest in the Property. The terms and conditions of the Maintenance Trust are incorporated herein by reference as if fully set forth herein.

(This Space Intentionally Blank)

IN WITNESS WHEREOF, the undersigned has executed this reaffirmation on the date and year first written above.

I, Michael C. Kent, as Manager of Boylston CP LLC, hereby execute the aforesaid reaffirmation and certify that the reaffirmation was duly noticed to the members of Boylston CP LLC, discussed and voted or agreed upon unanimously by the members, cast in accordance with the operating agreement of Boylston CP LLC.

Boylston CP LLC

By


Michael C. Kent, Manager

State of Rhode Island

County of Kent

On this 4th day of May, 2017, before me, the undersigned notary public, personally appeared Michael C. Kent in his capacity as Manager of Boylston CP LLC, proved to me through satisfactory evidence of identification, which was his Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public

Name: Lisa Marie Gavin

My Commission Expires: 5-6-18

Worcester South District Registry of Deeds Electronically Recorded Document

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Recording Information

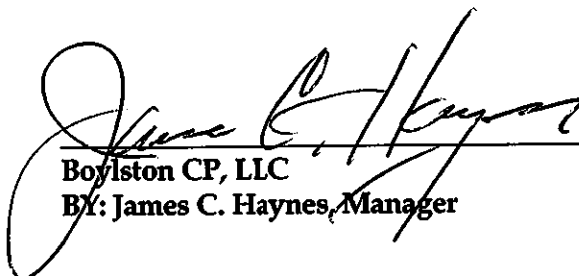
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Recorded Time	: 03:20:15 PM
Recorded Book and Page	: 57071 / 53
Number of Pages(including cover sheet)	: 2
Receipt Number	: 999282
Recording Fee	: \$75.00

Worcester South District Registry of Deeds
Anthony J. Vigliotti, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

IDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Compass Pointe Maintenance Trust

Boylston CP, LLC, as successor for Signature Homes Communities, LLC, Trustee of the Compass Pointe Maintenance Trust, their successors and/or assigns, recorded in Book 45871, Page 114, hereby agree to indemnify and hold harmless Anastasia Grady and Sean Grady, their successors and/or assigns, the record land owners of 80 (lot 17C) Compass Circle, Boylston, Massachusetts, 01505, from and against any and all claims and liability including, but not limited to, all reasonable costs, expenses and fees arising out of failure to properly maintain and enforce all matters listed in said Maintenance Trust.

IN TESTIMONY WHEREOF, We hereunto set our hand and seal this 28th day of April, 2017.



 Boylston CP, LLC
 BY: James C. Haynes, Manager

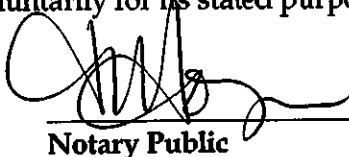
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

April 28, 2017

On this 28th day of April, 2017, before me, the undersigned Notary Public, personally appeared James C. Haynes as Manager of Boylston CP, LLC, proved to me through satisfactory evidence of identification, which was his driver's license, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





 Notary Public

My Commission Expires: 11-04-22

80 Compass Circle, Boylston, MA

ATTEST: WORC Anthony J. Vigliotti, Register