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Plymouth County Registry of Deeds

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

OWLS NEST RESIDENTIAL DISTRICT

PLYMOUTH, MASSACHUSETTS

DATE: MAY 12, 2023

TABLE OF CONTENTS

ARTICLE 1	Statement of Purpose of Supplemental Declaration	4
Section 1.1	Introduction.....	4
Section 1.2	District Designation	5
Section 1.3	Binding Effect; Enforcement	5
Section 1.4	Term	6
Section 1.5	Addition of Property to and Removal of Property from District.....	6
ARTICLE 2	General Provisions	7
Section 2.1	Incorporation of Declaration.....	7
Section 2.2	Conflicts of Provisions.....	7
Section 2.3	Definitions.....	7
ARTICLE 3	District Association Rights and Responsibilities	8
Section 3.1	Maintenance by District of Limited Common Area, Limited Common Open Space or Facilities, and Restricted Access Common Open Space or Facilities	8
Section 3.2	Provision of Services to Units.....	10
Section 3.3	Allocation of Costs	11
Section 3.4	Easements for District Association Access.....	12
Section 3.5	District Association's Responsibility with Respect to Transfer of Units.....	12
ARTICLE 4	Supplementary Restrictions Applicable to the District.....	13
Section 4.1	Applicability	13
Section 4.2	Supplementary Use Restrictions	13
Section 4.3	Supplementary Use Restrictions	17
Section 4.4	Supplementary Design Restrictions.....	17
Section 4.5	Certificate of Compliance	17
ARTICLE 5	District Governance and Administration	17
Section 5.1	Function of District Association	17
Section 5.2	Rights of Builder During Builder Control Period.....	18
Section 5.3	District Advisory Committee	18
ARTICLE 6	Additional Covenants and Easements	18
Section 6.1	Easements for Utilities and Infrastructure, Etc	18
Section 6.2	Easements for Certain Common Area	19
Section 6.3	Easements for the Private Sewer Treatment Facility.....	19
Section 6.4	Approval of Location of Certain Easements.....	19
Section 6.5	Easements for Access to Abutting Parcel	20
Section 6.6	Easements for Access to and Use of the Clubhouse and related Amenities	20
Section 6.7	Emergency Access Easement	20
ARTICLE 7	Amendments	21
Section 7.1	By Declarant	21

Section 7.2 By Owners 21

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>	<u>Section First Mentioned</u>
"A"	Legal Description of District Property	1.1
"B"	Limited Common Area, Limited Access Common Open Space or Facilities, and Restricted Access Common Open Space or Facilities	3.1(a)
"C"	Calculation of District Assessments	3.3
"D"	District Association Bylaws	2.3.3
"E"	Plan of the Owls Nest Residential Area	2.3.7

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FOR
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PLYMOUTH, MASSACHUSETTS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OWLS NEST RESIDENTIAL DISTRICT (this "Supplemental Declaration") is made as of this 12th day of May, 2023, by **Pinehills LLC**, a Massachusetts limited liability company ("Declarant").

ARTICLE 1 Statement of Purpose of Supplemental Declaration

Section 1.1 Introduction

Reference is made to that certain Declaration of Covenants, Conditions and Restrictions for the Pinehills, dated as of October 11, 2000, recorded in the Plymouth County Registry of Deeds in Book 18966, Page 1 (the "Registry"), as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for the Pinehills, dated as of March 1, 2002, recorded in the Registry in Book 21662, Page 63, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Pinehills, dated as of September 16, 2002 and recorded with the Registry in Book 22881, Page 132, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for the Pinehills, dated as of October 20, 2004 and recorded with the Registry in Book 29308, Page 186, as further amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Pinehills dated as of February 28, 2006 and recorded with the Registry in Book 32330, Page 205, as further amended by Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions for the Pinehills dated as of September 13, 2006 and recorded with the Registry in Book 34017, Page 140, as further amended by Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for the Pinehills dated as of December 30, 2008 and recorded with the Registry in Book 36650, Page 122, as further amended by Seventh Amendment to Declaration of Covenants, Conditions, and Restrictions for the Pinehills dated as of September 16, 2011 and recorded with the Registry in Book 40334, Page 216, as further amended by Eighth Amendment to Declaration of Covenants, Conditions, and Restrictions dated as of December 19, 2014 and recorded with the Registry in Book 45078, Page 324, as further amended by Ninth Amendment to Declaration of Covenants, Conditions, and Restrictions for the Pinehills dated as of August 20, 2019 and recorded with the Registry in Book 51532, Page 132, as further amended by Tenth Amendment to Declaration of Covenants, Conditions, and Restrictions for the Pinehills dated as of July 7, 2020 and recorded with the Registry in Book 53297, Page 259, as affected by Notice of Extension of Declaration of Covenants, Conditions and Restrictions for The Pinehills dated as of April 19, 2023 and recorded with the Registry in Book 57841, Page 1, as it may be further amended, restated and/or extended from time to time (the "Declaration"). The Declaration pertains to certain specifically described property located within Plymouth, Massachusetts, as described in the Declaration as "Pinehills" in order to establish a balanced community accommodating a mix of residential and other land uses, including open space, and

to develop and convey all of the property subject to the Declaration pursuant to a general plan for the maintenance, care, use and management of the property.

Pursuant to the terms of Sections 2.40 and 6.5 and Article XIII of the Declaration, Declarant may, by Supplemental Declaration, establish Districts within Pinehills, impose additional covenants and easements on property subject to the Declaration, and may submit certain additional property described on Exhibit "B" of the Declaration to the terms of the Declaration. Any such Supplemental Declaration may supplement or otherwise modify the terms of the Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

The property consisting of approximately 5.18 acres and easements appurtenant thereto as described on Exhibit A attached hereto (the "District Property") is a portion of property which is subject to the Declaration. The Declarant is the owner of the District Property. The District Property shall be developed for not more than twenty (20) Limited Occupancy Community (LOC) Residential Units (as such term is defined in the Declaration), which LOC Residential Units shall consist of free-standing, single-family dwelling structures, and for Limited Common Area, including the Amenities (hereinafter defined).

By Amendment No. Forty Nine to the Supplemental Declaration of Covenants, Conditions and Restrictions for the Pinehills General District, dated of even date herewith and recorded simultaneously herewith, the Declarant removed the District Property from the Pinehills General District. Declarant desires to designate the District Property as the "Owls Nest Residential District" (hereinafter sometimes referred to as the "District") and to subject it to certain easements and covenants in addition to those contained in the Declaration, as more particularly set forth herein.

Section 1.2 District Designation

Pursuant to the powers retained by Declarant under the Declaration, Declarant hereby assigns the District Property to the Owls Nest Residential District and subjects the District Property to the provisions of this Supplemental Declaration, which shall apply to the District Property in addition to the provisions of the Declaration.

Section 1.3 Binding Effect; Enforcement

All property described in Exhibit A attached hereto shall be subject to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property. The provisions of this Supplemental Declaration shall be binding upon the District Association (as defined in Section 2.3) and the owners of Units within the District in accordance with the terms of the Declaration. Declarant, the Association and the District Association shall have the right to enforce this Supplemental Declaration by proceeding at law or in equity.

Section 1.4 Term

The easements and rights granted in this Supplemental Declaration shall be perpetual. Nothing in this Section shall be construed to permit termination of any easement created in this Supplemental Declaration without the consent of the holder of such easement.

The restrictions established in this Supplemental Declaration applicable to the District Property (the "District Restrictions") shall be perpetual to the extent enforceable under applicable law. To the extent that perpetual restrictions may not be enforceable under applicable law, the District Restrictions are imposed for a period of ninety (90) years. The enforceability of the District Restrictions may be extended beyond thirty (30) years as provided under Massachusetts General Laws, Chapter 184, Section 27, as amended, which as of the date hereof provides that the period of enforceability of the District Restrictions may be extended by the recording in the Registry before the expiration of thirty (30) years and before the expiration of any subsequent twenty (20) year extension period, as applicable, of an instrument of extension executed by the then Owners of fifty percent (50%) or more of the District Property extending such period of enforceability of the District Restrictions for additional periods not exceeding twenty (20) years each.

Upon a written request by the Declarant or Association, the Owner(s) and their successors agree to execute and deliver a recordable instrument extending the District Restrictions or the Property Restrictions (as that term is defined in Section 1.4 of the Declaration) or a notice of such extension (each, an "Extension Instrument") in the form provided by Declarant or the Association within ten (10) business days of the receipt of such request. By becoming an Owner of the District Property, each such Owner grants to the Declarant and Association, acting together or singly, an irrevocable power of attorney to execute and record any and all Extension Instruments at the appropriate time on its behalf, if and to the extent necessary, and consents to the execution and recording of any and all Extension Instruments under such power of attorney.

Section 1.5 Addition of Property to and Removal of Property from District

The District is a portion of the area known as the "Owls Nest Residential Area" (as hereinafter defined). Pursuant to this Supplemental Declaration, approximately 5.18 acres of land are initially being included within the District. All or a portion of the remaining approximately 45 acres of land within Owls Nest Residential Area (the "Remaining Owls Nest Residential Area") as shown on Exhibit E attached hereto, may be added in one or more phases to the District from time to time by amendment(s) and or substitution(s) by Declarant to or of Exhibit A attached to this Supplemental Declaration pursuant to Section 6.5(a) of the Declaration. The Remaining Owls Nest Residential Area may include up to seventy-eight (78) additional LOC Residential Units and at least forty (40) but no more than forty-four (44) Planned Retirement Units (as that term is defined in the Declaration), which Planned Retirement Units shall consist of free-standing, single-family dwelling structures subject to the restrictions set forth in Section 4.5 of the Declaration. Notwithstanding the foregoing, nothing herein shall prevent Declarant from adding additional land, additional LOC Residential Units and additional Planned Retirement Units to the District from time to time by amendment(s) or substitution(s) by

Declarant to or of Exhibit A attached to this Supplemental Declaration pursuant to Section 6.5(a) of the Declaration.

Also, as provided in Section 6.5(a) of the Declaration, any property may be removed from this District and either combined with a different existing District or established as an additional District by the Declarant's recording a Supplemental Declaration and amending this Supplemental Declaration. Such removal shall require the consent of the Owners of the Units within this District so to be removed, but shall not require the consent of any other Owners of Parcels within this District.

ARTICLE 2 General Provisions

Section 2.1 Incorporation of Declaration

The provisions of the Declaration apply in full to the District Property and such provisions of the Declaration are incorporated herein by reference with respect to the District Property, including the incorporation as District Restrictions applicable to the District Property of any restrictions set forth in the Declaration as Property Restrictions. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Supplemental Declaration shall be in accordance with the terms and provisions of the Declaration as if set forth herein as applicable to the terms and provisions of this Supplemental Declaration.

Section 2.2 Conflicts of Provisions

In the case of any conflict between this Supplemental Declaration and the Declaration, the Declaration shall control.

Section 2.3 Definitions

The definitions set forth in Article II of the Declaration are incorporated herein by reference. Unless otherwise defined herein, all capitalized terms shall have the same meaning as defined in the Declaration. The following capitalized terms shall be defined as set forth below:

2.3.1 Amenities and Amenities Area: "Amenities" shall mean the mail delivery facilities, bocce court, clubhouse with pool and other recreational facilities to be constructed by the Builder in accordance with the architectural plans approved by the Design Review Committee for The Pinehills, which shall be Limited Common Area anticipated to serve up to ninety-eight (98) LOC Residential Units and at least forty (40) but no more than forty-four (44) Planned Retirement Units within the District and the Remaining Owls Nest Residential Area (subject to the addition of additional land pursuant to Section 1.5 above). The Amenities shall consist of a community center/clubhouse of approximately 2,200 square feet, a pool, mail boxes located within one or more enclosed, climate-controlled mail delivery facilities, and certain other recreational facilities and the parking areas and other facilities accessory thereto which may be constructed within the Amenities Area. The "Amenities Area" shall mean the approximately 2.23 acres of land within the District shown as Lot S-278 on the Owls Nest Plan, hereinafter defined and referenced on Exhibit A. On or prior to the termination of the Builder

Control Period (as defined in Section 2.3.3 herein below), the Builder shall convey title to the Amenities and Amenities Area to the District Association.

2.3.2 Builder: Toll MA Land Limited Partnership, a Massachusetts limited partnership with a mailing address of 1140 Virginia Drive, Ft. Washington, PA 19034, or any successor Builder.

2.3.3 Builder Control Period: The period of time during which the Builder is entitled to appoint members to the District Board as provided in the District By-Laws attached hereto as Exhibit D. The Builder Control Period shall expire on the earliest to occur of (i) the date of the annual meeting of the District Association next occurring after the sale of all Residential Units within the District to Persons other than the Builder which the Builder is entitled to construct in the District, or (ii) one hundred and twenty days from the date of the sale of all the Residential Units within the District to Persons other than the Builder which the Builder is entitled to construct in the District, or (iii) the date that is twenty (20) years from the date hereof, or (iv) the date designated by Builder as the termination date of the Builder Control Period by written notice given to the District Association and by recording in the Registry of a certificate to that effect.

2.3.4 District Association: Owls Nest Residential District Landowners Association Inc., its successors or assigns, which shall consist of all Owners within the District.

2.3.5 District Board: The governing body of the District Association.

2.3.6 District By-Laws: The By-Laws of the District Association, attached hereto as Exhibit D, as they may be amended from time to time.

2.3.7 Owls Nest Residential Area: The approximately 50 acre area shown on Exhibit E attached hereto, as it may be modified from time to time with the approval of the Declarant and Builder to reflect additions or removal of property from the Owls Nest Residential Area. The District is located within the Owls Nest Residential Area. Notwithstanding the foregoing, nothing in this Section 2.3.7 requires the Owls Nest Residential Area to be amended or modified to put land into this District or another District in the Pinehills.

2.3.8 Remaining Owls Nest Residential Area: The portion of the Owls Nest Residential Area which is not included in the District.

ARTICLE 3 District Association Rights and Responsibilities

Section 3.1 Maintenance by District of Limited Common Area, Limited Common Open Space or Facilities, and Restricted Access Common Open Space or Facilities

(a) The District Association shall maintain, repair, replace and insure the Limited Common Area, the Limited Access Common Open Space or Facilities, and the Restricted Access Common Open Space or Facilities within the District Property and identified in Exhibit B or thereafter designated by the Board or the District Board in accordance with the Declaration or this Supplemental Declaration, and such other property as set forth herein or by resolution of the Board under the Declaration.

(b) Maintenance, repair, replacement and insurance responsibility of the District Association shall include the following:

- (i) any entry features for the District Property;
- (ii) streets and roadways within the District Property, including repaving, maintenance of roadway landscaping and irrigation (including sprinklers), if any, maintenance of street lighting (if any), drain cleaning and snow plowing;
- (iii) open space areas within the District Property, including landscaping maintenance services (which may include maintenance of a common area irrigation system including without limitation a well permitted under the Pinehills Landowners Association Common Area Water Management Act Permit, irrigation lines and sprinklers, if such well and common area irrigation system is approved and installed);
- (iv) any Limited Common Area, Limited Access Common Open Space or Facilities, or Restricted Common Open Space or Facilities within the District Property, including the Amenities and Amenities Area, whether the District Association's interest therein is fee title, an easement or lease, including but not limited to retaining walls in excess of 4' in height located along a lot line, together with related security fencing, and stormwater facilities;
- (v) certain portions of the Area of Common Responsibility within or adjacent to the District Property, if any; and
- (vi) provision of management services for the District to be provided under a contractual agreement between the District Association and a manager, if so determined by the District Association.

The Builder reserves the right to transfer ownership and/or easement interest in and to any of the Limited Access Common Open Space or Common Facilities or in the Restricted Access Common Facilities to the District Association at any time during the Builder Control Period. The District Board shall carry insurance on the Limited Common Area and the Limited Access Common Open Space or Facilities pursuant to Section 7.3 of the Declaration, the premiums for which shall be a District Expense, but shall not maintain insurance on Units within the District.

(c) The Unit Owners shall maintain, repair, replace and insure the Restricted Access Common Open Space or Facilities identified in Exhibit B or thereafter designated by the Board or the District Board in accordance with the Declaration or this Supplemental Declaration, except with respect to lawn areas on and in the Restricted Access Open Space and Facilities pertaining to the Units to be designated by the District Board in accordance with this Supplemental Declaration which shall be maintained by the District Association as provided in Section 3.1(b)(iv) above. As provided in Section 10.3 of the Declaration, Restricted Access Common Open Space or Facilities may consist of portions of the landscaped buffer located within the boundaries of a Parcel, and are reserved for the exclusive use of the Owner of a Unit. Each Unit Owner shall maintain insurance on its Unit within the District.

Section 3.2 Provision of Services to Units

The District Board may provide a higher level of service than that which the Association generally provides to all Districts or may provide special services for the benefit of all Units in the District. Such special services may include the following, to the extent the Association is not generally providing such services to all Districts, or as otherwise designated by resolution of the District Board:

- (a) snow plowing of driveways within the District Property and snow removal from the front walkway of Units. Unit Owners are responsible for removing snow, ice and debris from the decks and patios appurtenant to their Units;
- (b) trash removal services from Units;
- (c) operation, management, maintenance and repair of the Amenities and Amenities Area; and
- (d) landscaping and lawn maintenance of individual LOC Residential Units and Planned Retirement Units as follows:
 - (i) seasonal lawn mowing, fertilization and aeration;
 - (ii) spring and fall cleanup of leaves and debris; and
 - (iii) spring bed edging and mulching.

Charges for the foregoing services provided for the benefit of all Units in the District shall be assessed against the Units within the District Property as District Assessments and charges for the foregoing services provided for the benefit of less than all Units in the District shall be assessed against the Units within the District Property receiving the benefit of such services as District Specific Assessments.

Notwithstanding the foregoing, landscaping and lawn maintenance shall be the responsibility of the Unit Owner when either: a) a yard area is fenced in accordance with the provisions of Section 4.2 herein, in which case the fenced enclosure shall be the sole responsibility of the Unit Owner; or b) a Unit Owner elects to install additional landscaping with the approval of the District Board, and such additional landscaping results in added costs to the District Association's landscaping contract and budget, which evaluation shall be solely determined by the District Board. In the event of circumstances under clause b) above, the Unit Owner may elect to either i) pay any additional fee allocable to the additional landscaping installed by Unit Owner; or ii) elect to exclude the additional landscaping improvements from the District Association's maintenance program and attend to such improvements in much the same manner as fenced improvements enumerated in clause a) above.

In any circumstance, Unit Owners are responsible for individual irrigation systems and periodic watering of the landscaping, lawn and foundation plantings for their Units. Such responsibilities shall include water fees, winterization and general maintenance responsibilities. Furthermore, in all instances and without limitation, landscaping and lawn maintenance shall be

subject to the provisions of the Declaration, provisions of state and local regulation, applicable permit conditions and rules, regulations or restrictions imposed by the Pinehills Water Company relative to irrigation and water consumption. Unit Owners shall also be responsible for the replacement of all dead and dying plant material, including lawn, flowers, shrubs, and trees (excluding street trees within 10' of the road right of way).

In the event a Unit Owner creates a fenced enclosure or installs additional landscaping that triggers Unit Owner responsibility as provided herein, there shall be no adjustment or reallocation of District Association costs commonly assessed against all Unit Owners in accordance with Section 3.2 herein.

Except as expressly set forth herein as a maintenance responsibility of the District Association, each Unit Owner shall be responsible for the maintenance, repair and replacement of improvements on his or her Unit, including, but not limited to, retaining walls constructed at less than 4' in height, utility infrastructure emanating from the stub connection at the road right of way, gutters and downspouts affixed to the Unit and connecting to the drywell and/or foundation drains on each Unit, if any, together with other Unit improvements not specifically defined as the responsibility of the District Association. The failure of any Unit Owner to perform the foregoing obligations shall entitle the District, after notice to the Unit Owner, to perform the obligations and assess the Unit Owner for the expenses incurred by the District Association. In addition, specific utility infrastructure, including sewer laterals, foundation drain laterals (if any) located on the Unit between the road right of way (or reserved easement area) and the foundation of the home, shall be maintained with the oversight and supervision of the District Association. In all instances and without limitation, maintenance responsibilities shall be subject to the provisions of the Declaration, provisions of state and local regulation, applicable permit conditions and any rules or regulations or restrictions of the Pinehills Private Sewer Treatment Facility LLC. Any expenses incurred by the District shall be charged to the individual Unit Owner and such charge shall be considered an assessment against said Unit for all purposes of collection and enforcement as provided herein.

Section 3.3 Allocation of Costs

All costs incurred by the District Association in performing its responsibilities under this Supplemental Declaration, including costs of operating and insuring the property and improvements for which it has maintenance responsibility under the Declaration and hereunder, shall be assessed against the Units within the District Property as a District Assessment pursuant to Section 8.3 of the Declaration in accordance with the formula set forth in Exhibit C.

District Assessments on Unit Parcels shall commence consistent with the provisions of Section 8.10 of the Declaration.

Notwithstanding the foregoing, each Unit Owner shall be obligated to reimburse the District Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Areas damaged by his act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the District Association's statement therefore. Such reimbursement shall be considered an unpaid

assessment collectable in any manner provided herein in the case of unpaid and past due annual assessments.

Section 3.4 Easements for District Association Access

The District Association shall have a perpetual, non-exclusive easement over every portion of the District Property, including the Units (but excluding the interior of structures thereon, except in the case of emergency), for the purpose of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the District Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

Section 3.5 District Association's Responsibility with Respect to Transfer of Units

At the request of an owner of a Unit proposing a transfer of such Unit, the District Association shall furnish to the purchaser of a Unit, within seven (7) days after receipt of such request, a dated statement containing the following:

- (a) the telephone number and address of a principal contact for the District Association, as designated by the District Board;
- (b) the amount of all District Assessments, fees or charges then owed by the seller of the Unit;
- (c) a statement regarding whether any portion of the Unit is covered by insurance the District Association maintains;
- (d) a statement regarding whether the District Association has any knowledge of any alterations or improvements to the Unit that violate any provision of this Supplemental Declaration;
- (e) a statement as to whether the District Association has any knowledge of any violations of Permits, including local health or building codes, with respect to the Unit; and,
- (f) a statement of case names and case numbers for pending litigation with respect to the Unit filed by the District Association against the Member or, to the knowledge of the District Association, filed by the Member against the District Association.

The District Association may charge a fee for the costs to the District Association in preparing any document required by this Section. Any statement required by this Section shall be certified to the best knowledge and belief of the District Association, but may be relied upon by the purchaser, its Mortgagee and their successors and assigns.

ARTICLE 4 Supplementary Restrictions Applicable to the District

Section 4.1 Applicability

Subject to the exemption of the Declarant and others as set forth in the Declaration, all property within the District shall be subject to the limitations and restrictions set forth in this Supplemental Declaration. The strict application of the limitations and restrictions in this Article 4 may be modified or waived by the District Board or any District Design Review Committee appointed by the District Board in specific circumstances where strict application would be unduly harsh. Any such modification or waiver is required to be in writing. Neither the District Association, the District Board nor any District Design Review Committee, nor their respective members, officers or employees shall be liable to any Owner or any other Person as a result of the failure to enforce any restriction or for the granting or withholding of a waiver or modification of a restriction.

Section 4.2 Supplementary Use Restrictions

In addition to the restrictions set forth in the Declaration, each LOC Residential Unit and each Planned Retirement Unit shall be subject to the following Supplemental Use Restrictions:

(a) No clotheslines and no outdoor clothes drying or hanging shall be permitted in the District, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Builder) shall be affixed or placed upon the exterior walls or roofs of Units, or any part thereof, nor relocated or extended, without the prior written consent of the District Board. Window air conditioners are prohibited.

(b) Unit Owners shall not keep in any Unit animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The District Board may restrict the walking of pets to certain areas. Unit Owners who walk their pets on Common Areas must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the District. Pets may not be left unattended or leashed in yards or garages or on porches or decks. Pursuant to Rules and Regulations, the Board may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted.

(c) To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected within a home or on a Unit provided it is not greater than two (2') feet in diameter and prior approval of the District Board is obtained and subject to approval by Pinehills Design Review in accordance with Article V of the Declaration. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas

may be erected. Qualified antennas must be erected within a home or on a Unit provided that it is not visible from the street frontage or front yard area, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable. Qualified antennas, once installed, must be maintained by the Unit Owner, and the Unit Owner shall bear all responsibility for any loss or damage resulting from installation and operation of the qualified antennas.

(d) Each Unit Owner shall maintain his Unit in a manner satisfactory to the District Board and in accordance with this Supplemental Declaration and the Declaration. In the event that a Unit is not so maintained, the District Board shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the District Board exercises its right of entry for maintenance purposes, the District Board shall have the right to assess the particular Unit Owner for the cost of such maintenance. The District Board shall have the right to establish Rules and Regulations governing the maintenance of any Unit.

(e) Motor vehicles including, but not limited to, mini-bikes, snowmobiles and motorcycles, may not be driven on the Common Areas by any Unit Owner, occupant or guest.

(f) No Unit Owner shall alter or perform or permit to be performed any work to any portion of the Common Areas without the prior consent of the District Board except in case of an emergency. All such work may only be performed by a Person who shall deliver to the District Board prior to commencement of such work, in form satisfactory to the District Board:

(i) releases of the District Board and the District Association for all claims that such Person may assert in connection with such work;

(ii) indemnities of the District Board and the District Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Areas;

(iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the District Board; and

(iv) all other information and protections which the District Board may reasonably require.

(g) Nothing herein shall give the District Board authority to regulate, control or determine external design, appearance, use or location of portions of the Property under development, or to be developed, or Units under construction, or to be constructed, marketed or sold by the Builder if and from after when such design, appearance, use and location shall have received any required approvals by Pinehills Design Review under Article V of the Declaration and the appropriate departments or officials of the Town.

(h) The District Board may prohibit or restrict the use of the Common Areas from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons.

(i) No Unit Owner shall erect or permit to be erected on any Unit any patio, landscape wall, planting beds or plantings, fence, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of the District Design Review Committee, Pinehills Design Review under Article V of the Declaration, and the Builder during the Builder Control Period, after which time the approval by the Builder will no longer be required. In addition, no above-ground pool, in-ground pool, tennis court or other outdoor game court, stockade or similar fence will be permitted under any circumstances. Post and rail fences and picket fences (with spaces between the vertical picket posts) no greater than four feet high are permitted. All fences or structures must also comply with all federal, state and local regulations. Storage sheds shall be of material similar to homes constructed in the District (i.e. matching vinyl siding, brick, stone or similar material) and shall have a roof with shingles. Metal sheds are not permitted under any circumstances. Under no circumstances may any fences, hedges (more than three feet (3') high) or mass plantings of any type be erected or planted in front of the front wall line of the main house structure. The grading of any Unit is not to be changed by a Unit Owner in any manner that will cause an adverse effect on the adjacent Units or District Common Area.

(j) No wall or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadway shall be placed in any area that adversely affects sight distance for safe roadway travel. No tree shall be permitted to remain within such distances of the roadways unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(k) No Unit Owner shall have an easement for light, air or view over the Unit of another Owner and no diminution of light, air or view by any building or improvement now existing or hereafter erected shall entitle the Owner or any other Person to claim any easement for light, air or view within the District.

(l) The provisions of this Article 4 are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the District. The restrictions are not intended to prohibit Builder from performing such work as may be necessary in the completion of the work in the District. The restrictions of this Article shall therefore not be binding upon Builder in the performance of any of the work required in order to complete construction of the District.

(m) In the event the Unit Owner shall fail to pay any assessment levied by the District Board against a leased Lot, and such failure to pay continues for ten (10) days, the District Board shall so notify the lessee of such Lot in writing of the amount due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the District Association the amount of such unpaid Assessment. The Unit Owner agrees that the amount of such unpaid assessment paid to the District Association by lesscc after the nonpayment by the Unit Owner shall be credited

against and shall offset the next monthly rental installment due to the Unit Owner from such lessee following the payment by the lessee of such assessment to the District Association.

(n) Each Unit Owner shall have the right, at its sole cost and expense, to install a solar energy system within its own Unit, provided such solar energy system is in compliance with the Design Guidelines, and subject to the following:

(i) The Unit Owner is responsible for the cost to install, repair and maintain any solar energy system.

(ii) The Unit Owner is responsible for any damage attributable to the installation of the solar energy system and will indemnify and hold harmless the District Association from any harm or damage caused by the solar energy system.

(iii) If the Unit is sold or transferred, the new Unit Owner will be subject to the same conditions set forth herein.

(iv) The application for installation of a solar energy system shall be on a form prescribed by the District Board and/or the District Design Review Committee and shall include plans and specifications and a schematic for the location of all system components. The application shall require identification of panel type and method of installation. Reference is made to the Design Guidelines for permissible installation techniques.

(v) Installation shall be performed by a qualified and insured contractor, in a good and workmanlike manner and pursuant to all applicable permits required by the Town of Plymouth, copies of which shall be provided to the District Board and/or the District Design Review Committee upon request.

(vi) No portion of the solar energy system is permitted on the roof surface that is oriented to the street frontage. In addition, all components of the solar energy system, shall be located on the interior of the Unit with the exception of the solar panels and mounting hardware, which are installed in the designated location on the roof. No component of the solar energy system or supporting mechanical components, with the exception of net zero meters, are permitted to be installed on the exterior siding of the Unit.

(vii) The Unit Owner shall remove the solar energy system at the end of its useful life, and shall do so in a good and workmanlike manner, and shall restore and/or repair the roof as necessary as part of the removal.

(viii) All costs incurred by the District Board and/or the District Design Review Committee related to the application for installation of the solar energy system, including but not limited to fees charged by the District Board and/or the District Design Review Committee, if any, will be paid by the Unit Owner.

(ix) A deposit may be requested and held by the District Board and/or the District Design Review Committee to insure the proper removal of the solar energy system at the end of its useful life.

Section 4.3 Supplementary Use Restrictions

The District Board, with the approval of the Board, may adopt additional District Supplementary Use Restrictions and Rules. The District Supplementary Use Restrictions and Rules are additional to and shall supplement the Use Restrictions and Rules applicable to Pinehills adopted under the Declaration and those Use Restrictions and Rules set forth in this Supplemental Declaration. In case of conflict between the District Supplementary Use Restrictions and Rules and the Use Restrictions and Rules adopted under the Declaration, the more restrictive provision shall control.

Section 4.4 Supplementary Design Restrictions

The District Board shall establish a District Design Review Committee to consist of not less than three (3) nor more than five (5) members. During the Builder Control Period, Builder retains the right to appoint all members of the District Design Review Committee. Thereafter, members of the District Design Review Committee shall be appointed by and serve at the District Board's discretion. The structures, policies, procedures, and standards set forth in Article V of the Declaration shall apply to the District Design Review Committee. Members of the District Board shall be eligible to serve on the District Design Review Committee.

All improvements and work requiring approval of the Design Review Committee under Article V of the Declaration shall also be subject to approval of the District Design Review Committee. In addition, the District Board may adopt, modify and amend, supplementary District Design Guidelines, with the approval of the Board, to be implemented by the District Design Review Committee, unless otherwise designated by resolution of the District Board.

Section 4.5 Certificate of Compliance

Any Owner may request that the District Board and/or the District Design Review Committee issue a Certificate of Design Compliance certifying that there are no known violations of Section 4.4 of this Supplemental Declaration. The District Design Review Committee shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the District Association from taking enforcement action with respect to any condition as to which the District Association had notice as of the date of such certificate.

ARTICLE 5 District Governance and Administration

Section 5.1 Function of District Association

The District Association is the entity responsible for management, maintenance, operation and control of the Limited Common Area and the Limited Access Common Open Space or Facilities within the District Property, and for the performance of other rights and

responsibilities of the District Association under the Declaration and hereunder. The District Association may enforce the Use Restrictions and Rules and the Design Guidelines as applicable to the District Property, and is also the primary entity responsible for the enforcement of any District Supplementary Use Restrictions and Rules and any District Design Guidelines. The District Association shall perform its functions in accordance with its governing documents and the laws of the Commonwealth of Massachusetts.

Section 5.2 Rights of Builder During Builder Control Period

As provided in the District By-Laws, during the Builder Control Period the Builder shall be entitled to appoint the members of the District Board and to cast all votes with respect to "Statutory Decisions" as defined in the District By-Laws.

Section 5.3 District Advisory Committee

Until the expiration of the Builder Control Period, there shall be an advisory committee (the "District Advisory Committee") which shall be appointed as provided in the District By-Laws. The District Advisory Committee shall act as a liaison between the Unit Owners and the District Board with respect to any matter within the jurisdiction of the District Association which a Unit Owner shall desire to bring to the attention of the District Board. The District Board and the District Advisory Committee shall hold periodic meetings not less than quarterly to discuss any items desired by the District Advisory Committee pertaining to the District Association. The Advisory Committee shall not have any veto power or other legal control over the Builder or the District Association.

ARTICLE 6 Additional Covenants and Easements

Section 6.1 Easements for Utilities and Infrastructure, Etc

Under Section 9.3 of the Declaration, the Declarant has reserved the right to grant to a District Association to the extent set forth in its Supplemental Declaration certain easements for utilities and infrastructure, etc. as more particularly set forth in such Section 9.3. In the exercise of this reserved right of Declarant, the Declarant grants to the District Association the perpetual non-exclusive easements reserved under Section 9.3 of the Declaration throughout the District Property (but not through any structure) for installing infrastructure to serve the District, security and similar systems, walkways, pathways and trails, roadways, drainage systems, street lights, mailboxes, and signage, on property owned by the District Association, within easements designated for such purpose on recorded instruments or plans of the District Property, or on a Parcel owned by a Person other than Declarant and the District Association, provided that the location of such easement on a Parcel owned by a Person other than Declarant and the District Association (x) is shown on an instrument or plan of the District Property recorded prior to the conveyance of such Parcel to an Owner, or (y) is located within fifteen (15) feet within of the street or the roadway abutting such Parcel, or (z) if not so located, shall be subject to the approval of such Person, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 6.2 Easements for Certain Common Area

Without limiting any rights reserved to the Declarant pursuant to the Declaration, under Sections 3.4 or 6.1 of this Supplemental Declaration, or otherwise, the Declarant hereby reserves for itself and grants to the Association and the District Association perpetual non-exclusive easements throughout District (but not through any structure): (i) for parking purposes within twelve (12) feet of a street or roadway abutting any Parcel in the District; and (ii) for the provision of services or similar amenities customarily provided for the safety, security or convenience of landowners, provided that the location of such easement on a Parcel owned by a Person other than Declarant and the District Association (x) is shown on an instrument or plan of the District Property recorded prior to the conveyance of such Parcel or (y) is located within fifteen (15) feet within of the street or the roadway abutting such Parcel or (z) if not so located, shall be subject to the approval of such Person, which approval shall not be unreasonably withheld, delayed or conditioned.

If following completion of the installation of any facilities which the District Association has the right to install under this Supplemental Declaration, the easement area in which such facilities are so located is in a location different from that shown on a plan referenced in this Section, the District Association shall prepare at its sole cost and expense a plan showing the new location of such easement area, which shall be recorded with the Registry to reflect the new locations. Upon such recording, the rights and easements herein granted and/or reserved as to such easement area shall attach to the easement area shown on such plan and shall, to the extent relevant, no longer be in effect as to any area shown on the plan referenced in this Section which is no longer serving as the easement area.

Section 6.3 Easements for the Private Sewer Treatment Facility.

Under a certain Reciprocal Easement Agreement dated October 11, 2000 between Declarant and the Pinehills Private Sewer Treatment Facility LLC (the "PSTF"), as it may be amended from time to time (the "PSTF REA"), the PSTF has the right and easement to locate certain lines and facilities for the private sewer treatment facility within the District. The Declarant hereby reserves the right to impose an easement throughout the District Property to the extent reasonably necessary for the creation of the PSTF Easement Areas (as defined in the PSTF REA) on property that is owned by the District Association, and/or other Person, provided that the location of such easement on a parcel owned by a Person other than the District Association (x) is shown on a plan recorded prior to the conveyance of the parcel to an Owner, or (y) is located within fifteen (15) feet of a street or roadway abutting such parcel, or (z) is subject to the reasonable approval of such Person, which approval shall not unreasonably be withheld, delayed or conditioned. Nothing contained in this Supplemental Declaration shall abridge, modify or limit in any fashion the rights reserved to the PSTF under the PSTF RE of which are and shall remain superior to the rights of the District Association hereunder.

Section 6.4 Approval of Location of Certain Easements.

Reference is made to the rights to locate certain easements reserved to the Declarant under Article IX of the Declaration and reserved to the PSTF under the PSTF REA (the "Reserved Easement Rights"). In all cases in which the location of the Reserved Easement

Rights is subject to the reasonable approval of the District Association, such approval shall be deemed given to the location of any easement provided that such easement is within the Open Space Areas designated (or to be designated) in any Covenant and shown on plans filed therewith, without the necessity of further action on the part of the District Association or the Owner of any Unit.

Section 6.5 Easements for Access to Abutting Parcel

The roadways located or to be located within the District Property, as said roadways may be modified or extended, shall be used in common by the Owners of Units within the District Property and other Owners within the Pinehills, as defined in the Declaration, as amended, for all purposes for which streets and ways are commonly used in the Town of Plymouth. The Declarant hereby reserves, and the Builder, to the extent it is the owner of such roadways, grants to the Declarant, as appurtenant to the Pinehills (as defined in the Declaration), the right and easement to convey to others the right and easement to use said roadways in common with others entitled thereto for all such purposes as streets and ways are commonly used in the Town of Plymouth, and to adjust or extend the layout or location of said roadways, provided that said adjustment or extension does not preclude or unreasonably interfere with access to and from the Units.

Section 6.6 Easements for Access to and Use of the Clubhouse and related Amenities

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant grants to the Builder, its successors and assigns, the following rights to be in full force and effect during the Builder Control Period: the right of access, ingress, and egress over and upon certain Common Area consisting of the Amenities, including, but not limited, to the area comprised of the Clubhouse, for i) sales and marketing purposes (which right shall include operation of the Promotional Facilities and the right to place a trailer or other temporary structure on the Premises for such marketing purposes); ii) offices or for any other use the Builder deems necessary or desirable in connection with the marketing and sale of Units; iii) the right to use parking spaces in connection with the Promotional Facilities; and iv) the right to post signs, displays and fixtures to promote sales of Units in the District Property and to conduct general sales activities. For purposes hereof, the term "Promotional Facilities," shall include any and all design, model, sales, marketing and/or promotional facilities operated and maintained by the Builder for services related to the design, construction, sales and marketing of the Units.

Section 6.7 Emergency Access Easement

Declarant has granted an easement for the benefit of the District Property, designated as "Proposed 20' Wide Emergency Access (Approximate Location)" (the "Emergency Access") on the Owls Nest Plan, for purposes of the installation, construction, maintenance and repair of an access way to be used for ingress and egress by emergency vehicles. Declarant specifically reserves the right to convey to others the right to use the Emergency Access in common with others entitled thereto for said purposes.

ARTICLE 7 Amendments**Section 7.1 By Declarant**

Until termination of the Declarant Control Period, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on the Units; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) to satisfy the requirements of any governmental agency, provided such amendment has no material adverse effect upon any right of any Owner with respect to any Unit, unless the Owner shall consent in writing.

Any such amendment shall be binding on each Owner, but shall not adversely affect the title to any Unit unless the Owner shall consent in writing, and shall not affect the formula for the calculation for District Assessments unless the District Association shall consent in writing.

Section 7.2 By Owners

Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended as provided under Section 15.2 of the Declaration with respect to amendments of the Declaration. No amendment shall be inconsistent with the Declaration. Any amendment to this Supplemental Declaration shall be subject to the approval of Declarant so long as Declarant owns any property subject to the Declaration or which may become subject to the Declaration in accordance with Section 13.1 of the Declaration.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent or the written consent of Declarant's assignee of such right or privilege. Any amendment or modifications of the Supplemental Declaration authorized hereunder shall be deemed superior and senior to any rights, interests and estates recorded subsequent to this Supplemental Declaration and to all liens, including the lien of mortgages, with the same effect as if such instruments had been executed concurrently herewith.

[This page ends here.]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration as of the date and year first written above.

PINEHILLS LLC, a Massachusetts limited liability company

By: Pinehills Holdings LLC, a Massachusetts limited liability company, its Manager

By: *Anthony D. Green*
Anthony D. Green, Authorized Signatory
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 11 day of May, 2023, before me, the undersigned notary public, personally appeared Anthony D. Green, a duly authorized signatory of Pinehills Holdings LLC, a Massachusetts limited liability company, the Manager of Pinehills LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, which was 0 photographic identification with signature issued by a federal or state governmental agency, 0 oath or affirmation of a credible witness who is personally known to me and who has stated to me that he/she is unaffected by the document or transaction and that he/she knows the person(s) whose name(s) is/are signed on the preceding/attached document, 0 personal knowledge of the undersigned, to be the person(s) whose name is/are signed on the preceding/attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Suzanne O. Stone
Notary Public
My commission expires:

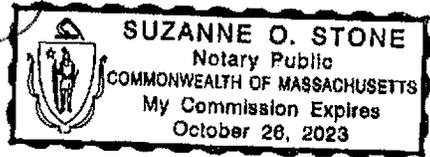


EXHIBIT A**Legal Description of District Property****TRACT ONE:**

Those certain parcels of land situated on Owls Nest and Kestrel Heights in Plymouth, Plymouth County, Massachusetts, being shown as Lots S-278, 11-607, 11-608, 11-609, 11-610, 11-622, 11-623, 11-624, 11-625, 11-693, 11-694, 11-695, 11-696, 11-697, 11-698, 11-699, 11-700, 11-701, 11-702 and 11-703 on a plan entitled “Modified Definitive Subdivision Plan Long Ridge Road, Birmingham, Watch Hill Road, Owls Nest, Kestrel Heights & Chimney Swift at Pinehills in Plymouth, Massachusetts”, dated August 9, 2022, revised September 16, 2022, prepared by Tetra Tech, and recorded with the Registry as Plan No. 474 of 2022 in Plan Book 66, Page 768 (the “2022 Plan”).

TRACT TWO:

That certain parcel of land situated on Owls Nest in Plymouth, Plymouth County, Massachusetts, being shown as Lot 11-704 on a plan entitled “#4 Owls Nest at Pinehills in Plymouth Massachusetts Plan of Land”, dated February 6, 2023, prepared by Tetra Tech, and recorded with the Registry as Plan No. 134 of 2023 in Plan Book 66, Page 1124 (the “2023 Plan” and, together with the 2022 Plan, the “Owls Nest Plan”).

EXHIBIT B

**Limited Common Area, Limited Access Common Open Space or Facilities
and/or Restricted Access Common Open Space or Facilities**

<u>Limited Access Common Open Space or Facilities:</u>	97,261 sf
<u>Limited Common Area:</u>	0 sf
<u>Restricted Access Common Open Space or Facilities:</u>	27,426 sf
<u>Retaining Walls (part of Limited Common Area):</u>	TBD

EXHIBIT C

Calculation of District Assessments

District Assessments:

The percentage of assessments for all Units subject to assessment under this Supplementary Declaration shall be determined based on a formula.

- The numerator of such formula shall be the number 1.
- The denominator of such formula shall be the total number of Units subject to assessment within the District under Section 8.10 of the Declaration and Section 3.3 of this Supplemental Declaration.

The calculations of such formula shall be revised not less than annually by the District Board as of the first date of each fiscal year of the District Association. In determining the formula, the District Board may consider any additional Units reasonably anticipated to become subject to assessment during the fiscal year.

EXHIBIT D

BY-LAWS OF OWLS NEST RESIDENTIAL DISTRICT LANDOWNERS
ASSOCIATION, INC.

Index To By-Laws Of Owls Nest Residential District Landowners Association, Inc.

Article I	Name, Principal Office, and Definitions	
1.1	Name	D-3
1.2	Principal Office	D-3
1.3	Definitions	D-3
Article II	District Association: Membership, Meetings, Quorum, Voting, Proxies	
2.1	Membership	D-5
2.2	Place of Meetings	D-5
2.3	Annual Meetings	D-5
2.4	Special Meetings	D-6
2.5	Notice of Meetings	D-6
2.6	Waiver of Notice	D-6
2.7	Adjournment of Meetings	D-6
2.9	Proxies	D-7
2.10	Majority	D-8
2.11	Quorum	D-8
2.12	Action of District Association	D-8
2.13	Conduct of Meetings	D-8
2.14	Action Without a Meeting	D-8
2.15	Declarant's Reserved Rights	D-8
Article III	Board of Directors: Number, Powers, Meetings	
3.1	Governing Body; Composition	D-10
3.2	Number of Directors	D-10
3.3	Directors During Builder Control Period	D-10
3.4	Nomination and Election Procedures	D-10
3.5	Election and Term of Office	D-11
3.6	Removal of Directors and Vacancies	D-11
3.7	Organization Meetings	D-12
3.8	Regular Meetings	D-12
3.9	Special Meetings	D-12
3.10	Waiver of Notice	D-11
3.11	Telephonic Participation in Meetings	D-13
3.12	Quorum; Action	D-13
3.13	Compensation	D-13
3.14	Conduct of Meetings	D-13
3.15	Notice to Owners; Open Meetings	D-13
3.16	Action Without a Meeting	D-14
3.17	Powers	D-14
3.18	Duties	D-14
3.19	Management	D-16
3.20	Borrowing	D-16
3.21	Enforcement	D-17
Article IV	Officers	
4.1	Officers	D-18
4.2	Election and Term of Office	D-18
4.3	Removal and Vacancies	D-18

4.4 Powers and Duties	D-18
4.5 Resignation	D-19
4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc	D-19
4.7 Compensation	D-19

Article V Committees

5.1 General	D-19
5.2 Advisory Committee	D-19
5.3 District Design Review Committee	D-19

Article VI Miscellaneous

6.1 Fiscal Year	D-20
6.2 Parliamentary Rules	D-20
6.3 Conflicts	D-20
6.4 Indemnification and Insurance	D-20
6.5 Amendment	D-22

Article I

Name, Principal Office, and Definitions

1.1 Name. The name of the association is Owls Nest Residential District Landowners Association, Inc. (the "District Association").

1.2 Principal Office. Following the Builder Control Period (hereinafter defined), the principal office of the District Association shall be located in Plymouth, Massachusetts. The District Association may have such other offices, either within or outside the Commonwealth of Massachusetts, as the Board of Directors may determine or as the affairs of the District Association may require. During the Builder Control Period the principal office of the District Association shall be at a location designated by the Builder.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth below and as set forth in that certain record Supplemental Declaration of Covenants, Conditions, and Restrictions for the Owls Nest Residential District at the Pinehills District, dated May __, 2023 and recorded in the Plymouth County Registry of Deeds (the "Registry") together herewith, as it may be amended (the "Supplemental Declaration"), unless the context indicates otherwise:

1.3.1 "Builder Control Period": The period of time during which the Builder is entitled to appoint members to the District Board as provided in the District By-Laws. The Builder Control Period shall expire on the earliest to occur of (i) the date of the annual meeting of the District Association next occurring after the sale of all Residential Units within the District to Persons other than the Builder which the Builder is entitled to construct in the District, or (ii) one hundred and twenty days from the date of the sale of all the Residential Units within the District to Persons other than the Builder which the Builder is entitled to construct in the District, or (iii) the date that is 20 years from the date of the Supplemental Declaration, or (iv) the date designated by Builder as the termination date of the Builder Control Period by written notice given to the District Association and by recording in the Registry of a certificate to that effect.

1.3.2 "District": The real property described in Exhibit "A" of the Supplemental Declaration.

1.3.3 "District Board": The Board of Directors of the District Association.

1.3.4 "District Governing Documents": As applied to a Unit and any Common Area, a collective term referring to the Supplemental Declaration, these By-Laws, the Articles of Organization of the District Association, any Supplemental Use Restrictions and Rules and any Supplementary District Design Guidelines promulgated in accordance with Section 4.3 of the Supplemental Declaration, as they may be amended.

1.3.5 "Member": A Person entitled to membership in the District Association. During the Builder Control Period, the District Association shall have two classes of Members: Owner and the Builder. After the termination of the Builder Control Period, the District Association shall have one class of Members: Owner.

1.3.6 “Owner”: One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.3.7 “Person”: A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.

1.3.8 “Unit”: Any parcel or property within the District, whether undeveloped or developed, which may be independently owned and is intended for use and occupancy. The term “Unit” shall refer to the land, if any, which is part of the Unit as well as any improvements thereon, as the context appropriately would admit or require. The term “Unit Parcel” is also sometimes used to refer to the land which is part of the Unit.

Each Unit shall be classified as a “Residential Unit(s)” which may consist of Limited Occupancy Community Units or undeveloped Unit Parcels intended for such development. Each Residential Unit permitted under the Master Plan or, if a lesser number, under the Deed to the Owner, to be developed on a parcel shall constitute one Residential Unit.

In case the Owner of two or more Unit Parcels builds only one principal residential structure thereon, such parcels shall be considered as a single Residential Unit.

1.3.12 “Unit Owner”: One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Article II

District Association: Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. All Unit Owners, including the Builder while it owns any Unit(s), shall be Members of the District Association. During the Builder Control Period, the Association shall have two classes of membership: Owner and Builder. Thereafter, the District Association shall have one class of membership: Owner.

2.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the District Association or at such other suitable place convenient to the Members as the District Board may designate.

2.3 Annual Meetings. The date of the first and subsequent annual meetings shall be set by the Board to occur during the fourth quarter of the District Association’s fiscal year on a date and at a time set by the District Board. During the Builder Control Period, meetings shall be of Owner Members and the Builder. After the termination of the Builder Control Period, meetings shall be of Owner Members.

2.4 Special Meetings. The President may call special meetings of the District Association. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the District Board, upon a petition signed by at least 33% of the total Owner Member votes.

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the District Association shall be delivered, personally, electronically or by mail, to all Unit

Owners, and, if required under Section 2.3, to Builder, not more than 50 days and not less than 10 days before the date of such meeting, by or at the direction of the President or the Clerk or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the respective Unit Owner at such Unit Owner's address as it appears on the records of the District Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of notice of a meeting of Unit Owners shall be deemed the equivalent of proper notice. Any Unit Owner may waive, in writing, notice of any meeting of Unit Owners, either before or after such meeting. Attendance at a meeting by a Unit Owner shall be deemed a waiver by such Unit Owner of notice thereof, unless such Unit Owner specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of the Owner Members who are present at such meeting may adjourn the meeting to a time not more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Unit Owners in the manner prescribed for regular meetings.

2.8 Voting. The voting rights of the Members shall be as set forth in the Supplemental Declaration and in these By-Laws.

(a) Unit Owners. Owner Members shall be all Unit Owners, except the Builder during the Builder Control Period. After the termination of the Builder Control Period, to the extent that the Builder still owns any Units, the Builder shall also be an Owner Member. Owner Members shall have one vote for each Unit owned. No vote shall be exercised for any property which is exempt from assessment under Section 8.10 of the Declaration. All Unit Owner votes shall be cast as provided in Section 2.8(c) below.

(b) Builder. During the Builder Control Period, the Builder shall have the sole right to cast all votes with respect to the Statutory Decisions which are hereby defined as the following actions or decisions: (i) dissolution of the District Association; (ii) merger or consolidation involving the District Association; (iii) sale of all or substantially all of the assets of the District Association; (iv) election of directors; (v) amendment of the Articles of Organization; (vi) amendment of these By-Laws; and (vii) any other action or decision from time to time so designated as requiring a vote of the members under Massachusetts law, including without limitation M.G.L. Ch. 180 or any amendment or successor statute thereto. Upon termination of the Builder Control Period, Builder shall be a Unit Owner entitled to a vote for each Unit which it owns.

(c) Exercise of Voting Rights. The vote for each Unit shall be exercised by the Unit Owner, including the Builder for Units owned by the Builder, except as otherwise provided herein, either personally, or, in accordance with Section 2.9 below, through some person designated by a Unit Owner to act as proxy, which person need not be a Unit Owner. Each Unit is entitled to one vote in the District Association. If a Unit is owned by two or more persons, any one of such persons may act for all unless

one of such owners objects, in which case the vote attributed to such Unit shall not be counted for any purpose. A fiduciary shall exercise the vote with respect to any Unit owned in a fiduciary capacity.

2.9 Proxies. Members may vote in person or by proxy, subject to the limitations of Massachusetts law relating to use of proxies and subject to the provisions of these By-Laws.

Every proxy shall be in writing specifying the Unit for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the Clerk of the District Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Unit for which it was given; (b) receipt by the Clerk of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) six months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10 Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owner Members, or other group as the context may indicate, totaling more than 50% of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Supplemental Declaration, during the Builder Control Period the presence of the Builder Member shall constitute a quorum at all meetings of the District Association and after the termination of the Builder Control Period, the presence of Members (and/or proxies) representing a majority of the total Owner Votes in the District Association shall constitute a quorum at all meetings of the District Association.

2.12 Action of District Association. During the Builder Control Period, any action of the District Association at any meeting of the District Association shall require the presence of a quorum and, except with respect to Statutory Decisions and the appointment and/or removal of directors concerning which the Builder shall have the sole voting right, a majority vote of the Owner Votes present personally or by proxy at such meeting (and the consent of Builder as provided in Section 2.15). After the termination of the Builder Control Period, any action of the District Association at any meeting of the District Association shall require the presence of a quorum and a majority vote of the Owner Votes present personally or by proxy at such meeting. The foregoing provisions of this Section 2.12 do not in any way negate or derogate from the Builder's reserved rights to approve or disapprove District Association actions as provided below in Section 2.15.

2.13 Conduct of Meetings. The President shall preside over all meetings of the District Association and the Clerk shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.14 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of Unit Owners may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Unit Owners. Such consents shall be filed with the minutes of the District Association and shall have the same force and effect as a vote of Members at a meeting.

2.15 Builder's Reserved Rights. During the Builder Control Period, the Builder shall have the right to approve, or withhold approval of, all actions of the District Association, including, without limitation, all actions by the directors and all actions by the Unit Owners. After the termination of the Builder Control Period, the Builder shall have a right to disapprove any action, policy or program of the District Association, the District Board and any committee which, in the sole judgment of the Builder, would tend to impair rights of Builder under the Supplemental Declaration or these By-Laws, or interfere with development, construction or marketing of any portion of the District, or diminish the level of services being provided by the District Association. Such post- Builder Control Period rights of the Builder shall terminate upon the earlier of: (i) two (2) years after expiration of the Builder Control Period; or (ii) when, in its discretion, the Builder so determines and declares in an instrument recorded in the Registry.

Prior to the termination of Builder's foregoing disapproval right, no action, policy or program of the District Association, the District Board or any committee shall become effective, nor shall any action, policy or program of the District Association, the District Board or any committee be implemented until and unless the following requirements have been met:

(a) Notice. Until the termination of the Builder's post- Builder Control Period rights as set forth above in this Section 2.15, the Builder shall be given written notice of all meetings and proposed actions, policies or programs approved at meetings (or by written consent in lieu of a meeting) of the District Association, the District Board, or any committee. Such notice shall be given by certified mail, return receipt requested, by overnight delivery by Federal Express or other similarly reputable service, or by personal delivery at the address it has registered with the Clerk of the District Association, which notice complies as to the District Board meetings with Sections 3.8, 3.9, 3.10, and 3.11 and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity To Be Heard. The Builder shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Builder, through its representatives or agents, shall make its concerns, thoughts, and suggestions known to the District Board and/or the members of the subject committee. The Builder, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the District Board, or the District Association. The Builder shall not use its right to disapprove to reduce the level of services which the District Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

3.1 Governing Body; Composition. The affairs of the District Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Builder, the directors shall be Unit Owners or residents or representatives of Unit Owners (in the case

of Unit Owners that are not natural persons); provided, however, that no Owner and resident representing the same Unit may serve on the District Board at the same time. A "resident" shall be any natural person 18 years of age or older whose residence is a Unit within the District who has completed, prior to being elected to the Board, such training or other service requirement as established by the District Board. In the case of a Unit Owner that is not a natural person, any officer, director, partner or trust officer of such Unit Owner who is designated in writing to the District Association's Clerk by such Unit Owner as the representative of such Unit Owner shall be eligible to serve as a director; provided that no Unit Owner may have more than one such representative on the District Board at a time, except in the case of directors appointed by the Builder.

3.2 Number of Directors. The District Board shall consist of no less than three or more than five directors, as provided in Sections 3.3 and 3.5 below. The initial District Board shall consist of three directors as identified in the Articles of Organization of the District Association.

3.3 Directors During Builder Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Builder acting in its sole discretion and shall serve at the pleasure of the Builder Member until the date of the annual meeting of the District Association next occurring after the termination of the Builder Control Period, except that, prior to the termination of the Builder Control Period, the Builder Control Period can be extended by the affirmative vote of 67% of the total Owner votes in the District Association and the consent of the Builder Member.

3.4 Nomination and Election Procedures.

(a) Nominations After Builder Control Period. With respect to the elections of directors after the termination of the Builder Control Period, the District Board, from time to time, subject to the provisions of Article III of these By-Laws, shall establish procedures for the nomination of directors, including without limitation, the establishment of a nominating committee to make nominations of candidates for election to the District Board.

(b) Election Procedures After Builder Control Period. After the termination of the Builder Control Period, each Owner Member shall cast all votes assigned to the Units which such Owner Member owns or represents for each vacancy to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

Elections for directors shall be conducted by mail. Ballots shall be mailed to all Owner Members. All such ballots shall be mailed at least 45 days prior to the next scheduled annual meeting and shall specify the deadline for submission of completed ballots, which deadline shall be no less than 25 days after the placing of all ballots in the mail and at least 5 days prior to the next scheduled annual meeting.

3.5 Election and Term of Office. Notwithstanding any other provision of these By-Laws, for the first annual meeting after the termination of the Builder Control Period, directors shall be elected as follows: five directors shall be elected by Owner Members. Three directors shall serve a term of two years, and two directors shall serve a term of one year, as such directors determine among themselves. Prior to the expiration of the initial term of office for each of these directors, Owner Members shall elect a successor to serve a term of two years, in the manner set forth in Section 3.4(b) above. The directors elected by Owner Members shall hold office until the next annual meeting and their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by Owner Members may be removed, with or without cause, at a meeting of the District Association, by the vote of Owner Members representing a majority of Unit Votes present personally or by proxy. Upon removal of a director at such meeting, notwithstanding any provisions of Sections 3.4(b) or 3.5, a successor shall be elected by Owner Members to fill the vacancy for the remainder of the term of such director.

Any director elected by Owner Members who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the District Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the remaining directors may appoint a successor to fill the vacancy until the next annual meeting, prior to which meeting Owner Members shall elect a successor for the remainder of the term, in accordance with Sections 3.4(b) and 3.5.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, prior to which meeting the Members shall elect a successor for the remainder of the term, in accordance with Sections 3.4(b) and 3.5.

This Section shall not apply to directors appointed by the Builder during the Builder Control Period. The Builder Member, during the Builder Control Period, shall be entitled, at its sole discretion, to remove any director appointed by the Builder Member and the Builder Member shall be entitled to appoint a successor to fill any vacancy on the District Board resulting from the death, disability, removal by the Builder Member or resignation of a director appointed by the Builder Member.

B. Meetings.

3.7 Organization Meetings. The first meeting of the District Board following each annual meeting of the membership shall be held within 30 days thereafter at such time and place the District Board shall fix.

3.8 Regular Meetings. Regular meetings of the District Board may be held at such time and place as a majority of the directors shall determine, but at least two such meetings shall be held during each fiscal year, with at least one meeting during each six month period. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting by any means set forth below in Section 3.9; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the District Board shall be held when called by written notice signed by the President or by any three directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiberoptics, electronic or such other communication device. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the District Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the District Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the District Board or any committee designated by the District Board may participate in a meeting of the District Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum; Action. At all meetings of the District Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of those directors that are present at a meeting at which a quorum is present shall constitute the decision of the District Board, unless otherwise specifically provided in these By-Laws (including, without limitation, as set forth in Section 2.15). If any meeting of the District Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors may receive compensation from the District Association for acting as such, and any director may be reimbursed for expenses incurred on behalf of the District Association, provided that the total compensation and reimbursement paid to each director shall be reported annually to all Members. The District Association also may compensate a director, or any entity with which a director is affiliated, for services or supplies furnished to the District Association in a capacity other than as a director pursuant to a contract or agreement with the District Association, provided that (i) such director's interest was made known to the District Board prior to entering into such contract, (ii) such contract was approved by a majority of the District Board, excluding the interested director, and (iii) all such contracts are disclosed at least annually to the Members.

3.14 Conduct of Meetings. The President shall preside over all meetings of the District Board, and the Clerk shall keep a minute book of District Board meetings, recording all District Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of District Board meetings shall be posted at least 48 hours in advance of the meeting at a conspicuous place within the District which the District Board establishes for the posting of notices relating to the District Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16, all meetings of the District Board shall be open to all Members, but attendees other than directors may not participate in any discussion or deliberation unless a director requests that such attendee(s) be granted permission to speak and such permission to speak is authorized by a vote of the majority of a quorum of the District Board. Notwithstanding the above, the President may adjourn any meeting of the District Board and reconvene in executive session, and may exclude persons other than directors, to discuss any or all of the following:

- (a) employment or personnel matters for employees of the District Association;

- (b) legal advice from an attorney retained for the District Board or the District Association;
- (c) pending or contemplated litigation;
- (d) pending or contemplated matters relating to enforcement of the District Governing Documents; or
- (e) any other matter, discussion of which outside of executive session the District Board determines to be detrimental to the best interests or proper functioning of the District Association.

3.16 Action Without a Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the District Association's affairs and for performing all responsibilities and exercising all rights of the District Association as set forth in the Supplemental Declaration, these By-Laws, the Articles of Organization, and as provided by law. The District Board may do or cause to be done all acts and things which the Supplemental Declaration, the Articles of Organization, these By-Laws, or Massachusetts law do not direct to be done and exercised exclusively by the membership generally. The District Board in no event shall take any action that would breach the provisions of the Supplemental Declaration.

3.18 Duties. In addition to any duties imposed by any resolution of the District Association that may hereafter be adopted, the duties of the District Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Supplemental Declaration, an annual budget and establishing each Unit Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Unit Owners and, in accordance with the provisions of the Supplemental Declaration, establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of Common Area, Limited Common Area, Limited Access Common Open Space or Facilities and Restricted Access Common Open Space or Facilities within the District in accordance with the Supplemental Declaration;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the District Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the District Association in a bank depository which it shall approve, and using such funds to operate the District Association, provided, any reserve funds may be deposited, in accordance with the District Board's business judgment, in depositories other than banks;

(f) enforcing Supplemental Use Restrictions and Rules in accordance with the Supplemental Declaration;

(g) opening of bank accounts on behalf of the District Association and designating the signatories required;

(h) enforcing the provisions of the District Governing Documents, any District Design Guidelines and the rules and regulations adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Unit Owners concerning the District Association; provided, the District Association shall not be obligated to take action to enforce any covenant, restriction or rule if the District Board determines that the District Association's position is not strong enough to justify taking enforcement action;

(i) obtaining and carrying property and liability insurance and fidelity bonds, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the District Association or its Members and not chargeable directly to specific Unit Owners;

(k) keeping books with detailed accounts of the receipts and expenditures of the District Association, specifying the maintenance and repair expenses and any other expenses incurred;

(l) permitting utility suppliers to use portions of the District Property reasonably necessary to the ongoing development or operation of the District;

(m) making available to any prospective purchaser of a Unit, any Unit Owner and the holders, insurers, and guarantors of any first Mortgage on any Unit, current copies of the District Governing Documents, minutes of meetings of the District Association and the District Board and financial statements of the District Association;

(n) indemnifying the Builder, a director, officer or committee member, or former director, officer, or committee member of the District Association to the extent such indemnity is required by Section 6.4 below, Massachusetts law, the Articles of Organization, or the Declaration or the Supplemental Declaration;

(o) assisting in the resolution of disputes between Unit Owners and others without litigation, as set forth in the Supplemental Declaration; and

(p) enforcing the provisions of recorded title encumbrance documents and contracts that benefit the District Association.

3.19 Management. The District Board may engage for the District Association a professional management agent or agents at such compensation as the District Board may establish, to perform such duties and services as the District Board shall authorize. The District Board may delegate such powers as are necessary to perform the management agent's assigned duties but shall not delegate policymaking authority or those duties set forth in Sections 3.18(a) (with respect to adoption of the budget), 3.18(b), 3.18(f), and 3.18(g), and, except as otherwise permitted under Section 3.21 below, 3.18(i). The Builder or an affiliate of Builder may be employed as management agent.

The District Board may delegate to a management committee or other committee the authority to act on behalf of the District Board on all matters relating to the duties of the management agent, if any, which might arise between meetings of the District Board.

The District Association shall not be bound, either directly or indirectly, by any management contract executed during the Builder Control Period unless such contract contains a right of termination exercisable by the District Association, without cause and without penalty, at any time after termination of the Builder Control Period upon not more than 90 days' written notice.

3.20 Borrowing. During the Builder Control Period, the District Association shall have the power, acting through the District Board, to borrow money for the purpose of maintenance, repair or restoration of the certain Common Area, Limited Common Area and Common Open Space or Facilities identified in Section 3.1 of the Supplemental Declaration without the approval of Members. The District Association, acting through the District Board, shall have the power to borrow money for any legal purpose without the approval of Members, except that, after the termination of the Builder Control Period, the District Board shall obtain Owner Member approval in the same manner provided in Section 8.5 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of annual debt service obligations associated with such borrowing, together with all other annual debt service obligations incurred within the previous 12-month period, exceeds or would exceed 10% of the budgeted gross expenses of the District Association for that fiscal year. During the Builder Control Period, no Mortgage lien shall be placed on any portion of the Common Area, Limited Common Area or Common Open Space or Facilities without the affirmative vote or written consent, or any combination thereof, of 51% of Owner Members.

3.21 Enforcement. The District Association shall have the power to impose (i) sanctions for any violation of any of the District Governing Documents or (ii) reasonable late charges for a failure of a Unit Owner to timely make any payment of charges required or permitted under the Declaration or the Supplemental Declaration. In the event that any occupant, tenant, employee, guest, or invitee of a Unit violates the District Governing Documents, and a fine is imposed, the Owner shall pay the fine upon notice from the District Association.

The District Association shall not be obligated to take any enforcement action if the District Board determines that the District Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the District Association to enforce such provision at a later time under the same or different circumstances or preclude the District Association from enforcing any other covenant, restriction, or rule.

To the extent required by the Declaration, the District Board shall comply with the following procedures prior to imposition of any sanction hereunder:

(a) Notice. The District Board or its management agent shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the District Board, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the District Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the District Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article and without limiting any authority of the District Board, the District Board may elect to enforce any provision of the Supplemental Declaration, these By-Laws, or the Supplemental Use Restrictions and Rules of the District Association by exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or by bringing suit at law or in equity to enjoin any violation, to abate nuisances or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. Any entry onto a Unit for purposes of exercising this power of self-help shall not be deemed a trespass. In any of such enforcement actions, the Unit Owner or occupant responsible for the violation shall pay all costs, including the District Association's reasonable attorney's fees actually incurred.

Article IV

Officers

4.1 Officers. The required officers of the District Association shall be a President, Vice President, Clerk, and Treasurer, to be elected from among the members of the District Board. The District Board may appoint such other officers, including one or more Assistant Clerks and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the District Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Clerk.

4.2 Election and Term of Office. The District Board shall elect the officers of the District Association at the first meeting of the District Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The District Board may remove any officer whenever in the District Board's judgment the best interests of the District Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the District Association each shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may specifically be conferred or imposed by the District Board of Directors. The President shall be the chief executive officer of the District Association. The Treasurer shall have primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the District Board, the President, or the Clerk. Such resignation shall take effect on the date of the receipt of such

notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the District Association shall be executed by such person or persons as may be designated by District Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same requirements as compensation of directors under Section 3.13.

Article V

Committees

5.1 General. The District Board may appoint such committees, including without limitation a nominating committee and a management committee, as it deems appropriate to perform such tasks and to serve for such periods as the District Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Advisory Committee. Within 90 days after the closing of 91 of the Residential Units to a Person, other than Builders, there shall be an advisory committee (the "Advisory Committee") which, as determined by the District Board, shall be appointed. The Advisory Committee shall act as a liaison between the Unit Owners and the District Board with respect to any matter within the jurisdiction of the District Association which a Unit Owner(s) shall desire to bring to the attention of the District Board. The Advisory Committee shall be in existence until the expiration of the Builder Control Period. The District Board and the Advisory Committee shall hold periodic meetings not less than quarterly to discuss any items desired by the Advisory Committee. The Advisory Committee shall not have any veto power or other legal control over the Builder or the District Association.

5.3 District Design Review Committee. There shall be a District Design Review Committee (the "District Design Review Committee") consisting of not less than three (3) members nor more than five (five) members appointed by the District Board, except that, during the Builder Control Period, Builder retains the right to appoint all members of the District Design Review Committee. Members of the District Board shall be eligible to serve on the District Design Review Committee. The District Design Review Committee shall approve all improvements and work requiring approval of the Design Review Committee under Article V of the Declaration, and such other matters as shall be delegated to the District Design Review Committee by the District Board. In addition, the District Design Review Committee may adopt, modify and amend, supplementary District Design Guidelines, with the approval of the District Board, to be implemented by the District Design Review Committee, unless otherwise designated by resolution of the District Board. The structures, policies, procedures, and standards set forth in Article V of the Declaration shall apply to the District Design Review Committee.

Article VI

Miscellaneous

6.1 Fiscal Year. The fiscal year of the District Association shall be the calendar year, unless the District Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by District Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of District Association proceedings when not in conflict with Massachusetts law, the Articles of Organization, the Supplemental Declaration, or these By-Laws.

6.3 Conflicts. If there are conflicts among the provisions of Massachusetts law, the Articles of Organization, the Supplemental Declaration, and these By-Laws, the provisions of Massachusetts law, the Supplemental Declaration, the Articles of Organization, and the By-Laws (in that order) shall prevail.

6.4 Indemnification and Insurance. To the extent legally permissible, any person or class of persons (and such person's or class of persons' heirs and legal representatives) (i) who shall be, or shall at any time have been, a Director, trustee or officer of the District Association or (ii) who the Directors by their vote shall designate (A) who shall be, or who shall at any time have been, any other officer, employee or agent of the District Association, or (B) who, at the request of the District Association, shall serve, or who shall at any time have served, as an incorporator, Director, trustee, officer, employee, agent or member of any other corporation, trust, association, firm or other organization (all of the persons described in this clause (ii) being referred to individually and without distinction as a "Designated Person"), shall be indemnified by the District Association against all liabilities, costs, and expenses reasonably incurred by, or imposed upon, him or her in connection with, arising out of, or as a result of any claim, action, suit, or other proceeding (whether brought by or in the right of the District Association or such other corporation, trust, association, firm, plan, or otherwise), civil or criminal, or in connection with an appeal relating thereto, in which he or she may be or become involved or with which he or she may be threatened, as a party, witness, or otherwise, by reason of his or her being or having been such a Director, trustee, officer, or Designated Person, or by reason of any alleged action taken or omission made by him or her in any such capacity, whether or not he or she shall be such Director, trustee, officer, or Designated Person at the time any such liability, cost, or expense is incurred by, or imposed upon, him or her, provided such person shall not be entitled to indemnification to the extent prohibited by applicable law in effect from time to time.

The extent of the rights of indemnification, as hereinabove set forth, shall include, without limitation, all liabilities, costs, and expenses of defending, compromising, or settling any such claim, action, suit, or other proceeding, and the satisfaction of any judgment or decree entered or rendered therein, including the payment of fines or penalties imposed in criminal actions or proceedings.

Except as hereinabove provided, any such Director, trustee, officer, or Designated Person referred to herein who has been wholly successful, on the merits or otherwise, with respect to any claim, suit, or proceeding of the character described herein shall be entitled to such indemnification as is hereinabove provided as of right.

In the event that any such claim, action, suit, or other proceeding shall be compromised or settled, by consent decree or otherwise, such Director, president, treasurer, clerk, assistant clerk, or Designated Person shall also be entitled to such indemnification as of right, provided, however, that such compromise or settlement shall first have been approved by a vote of the District Board, acting by a quorum consisting of Directors who are not parties to (or who have been wholly successful with respect to) such claim, action, suit, or other proceeding.

In all other instances, such indemnification by the District Association shall be made solely at the discretion of the District Association, but only if (1) the District Board, acting by a quorum consisting of Directors who are not parties to (or who have been wholly successful with respect to) such claim, action, suit, or other proceeding, shall find that such Director, president, treasurer, clerk, assistant clerk, or

Designated Person has met the standards of conduct required by law or otherwise set forth in the District Governing Documents, or (2) independent legal counsel shall deliver to the District Association their written advice that, in their opinion, such Director, president, treasurer, clerk, assistant clerk, or Designated Person has met such standards.

The termination of any claim, action, suit, or proceeding, civil or criminal, by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that such Director, president, treasurer, clerk, assistant clerk, or Designated Person did not meet the standards of conduct hereinabove set forth as entitling him or her to indemnification.

Expenses incurred with respect to any such claim, action, suit, or other proceeding shall be advanced by the District Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount if it shall ultimately be adjudicated that he or she is not entitled to indemnification hereunder, which undertaking shall be accepted without reference to the financial ability of such person to make repayment.

Each person who shall at any time serve as such Director, president, treasurer, clerk, assistant clerk, or Designated Person shall be deemed so to serve in reliance upon the provisions hereinabove set forth, which provisions shall not be exclusive of any other rights of indemnification to which such person may be entitled pursuant to contract or to valid and applicable law, shall be separable and enforced to the extent permitted by valid and applicable law, and shall inure to the benefit of the legal representatives of such person.

The District Association shall have power to purchase and maintain insurance on behalf of any person who shall be, or who shall at any time have been, a Director, officer, employee, or other agent of the District Association, or who, at the request of the District Association shall serve, or who shall at any time have served, as an incorporator, Director, trustee, officer, employee, agent, or member of another corporation, trust, association, firm or other organization, against any liability incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

6.5 Amendment.

(a) By the Builder Member. Prior to termination of the Builder Control Period, the Builder may unilaterally amend these By-Laws for any purpose. Thereafter, so long as the Builder owns property described in Exhibit A of the Supplemental Declaration for development as part of the District, the Builder may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any Permit or any other applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. In addition, so long as the Builder owns property described in Exhibit A of the Supplemental Declaration for development as part of the District, the Builder may amend these By-Laws for any other purpose (except with respect to the Unit Owners' rights to vote on Statutory Decisions after the termination of the Builder Control Period), provided the amendment has no material adverse effect upon any right of any Unit unless the Unit Owner of such Unit shall consent in writing.

Any such amendment shall be binding, but shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(b) By Board of Directors. The Board of Directors, by a majority vote of the directors, may amend these By-Laws, subject to the consent of the Builder, so long as the Builder owns any property subject to the Supplemental Declaration. In no event shall any amendment to these By-Laws be made which would breach the provisions of the Supplemental Declaration.

(c) By Owner Members Generally. Except as expressly provided above and elsewhere in these By-Laws, these By-Laws may be amended only by (i) the affirmative vote of 75% of the total Owner votes in the District Association (but excluding any Unit Owner votes to the extent held by the Builder) and (ii) the consent of the Builder, so long as the Builder owns any property subject to the Supplemental Declaration. To the extent that any action under a provision of these By-Laws requires a vote in excess of 75%, the required vote to amend such specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under such provision. In no event shall any amendment to these By-Laws be made which would breach the provisions of the Supplemental Declaration. In addition, the approval requirements set forth in Article XIX of the Declaration shall be met, if applicable.

(d) Limitation on Amendments. Notwithstanding any provisions to the contrary contained herein, the following limitations apply to amendments to these By-Laws.

(1) The vote of Owner Members representing at least 67% of the Owner votes and of Builder, so long as it owns any land subject to the Supplemental Declaration, and the approval of Eligible Holders of first Mortgages on Units representing at least 50% of the votes of Units subject to a Mortgage, shall be required to materially amend any provisions of these By-Laws, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

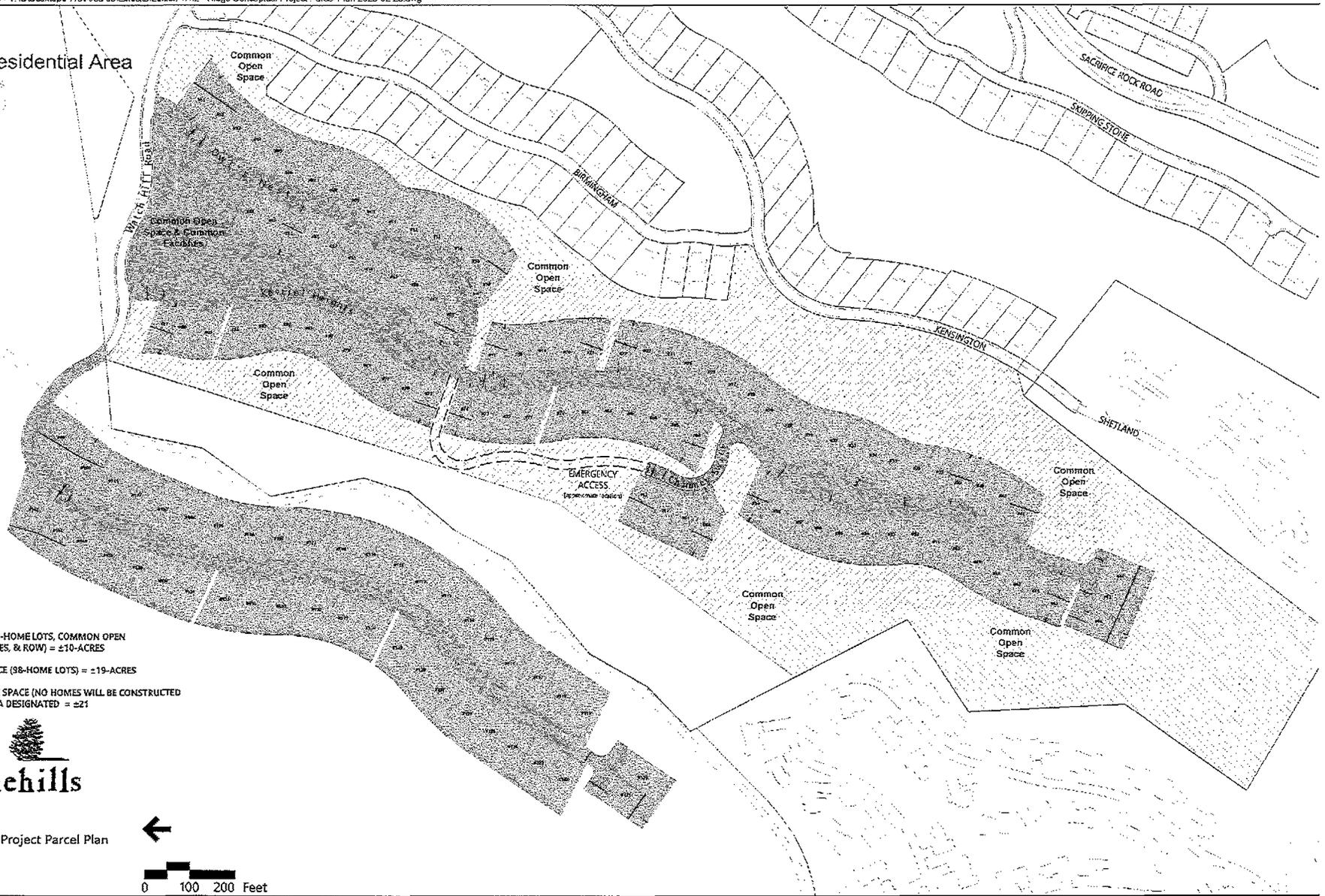
- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) any provisions included in the Supplemental Declaration, By Laws, or Articles of Organization of the District Association which are for the express benefit of holders, guarantors, or insurers of first

EXHIBIT E

Plan of the Owls Nest Residential Area

[to be attached]

EXHIBIT E Owls Nest Residential Area



-  - OPEN SPACE (98-HOME LOTS, COMMON OPEN SPACE & FACILITIES, & ROW) = ±10-ACRES
-  - BUILDABLE SPACE (98-HOME LOTS) = ±19-ACRES
-  - COMMON OPEN SPACE (NO HOMES WILL BE CONSTRUCTED WITHIN THE AREA DESIGNATED) = ±21



The Pinehills

Exhibit 1.1.2
Ridge Conceptual Project Parcel Plan
The Pinehills
1"=200'
February 28, 2023

