

BK 12566PG065

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 - CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The owner of each of the Lots hereby covenants and each owner of any of the Lots, by the acceptance of a deed thereto or the devise or inheritance of the record title thereto, whether or not it shall be expressed in the devise, deed or other conveyance, does and shall be deemed to covenant and agree to pay to the Association:

- (1) Annual Assessments or Charges; and
- (2) Special Assessments for capital improvements; both of such assessments to be fixed, established and collected from time to time as hereinafter provided. Both the annual and/or the special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon such of the Lots against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such of the Lots at the time when the assessment fell due.

SECTION 2 - PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the shareholders, and, in particular for the improvement and

BK 12566PG066

maintenance of the Common Property and incidental facilities thereon, including but not limited to, the payment of bond premiums, taxes, if any, and insurance, if any, repairs, replacements and additions thereon. Without limiting the generality of the foregoing, such assessments shall include the cost of maintaining and repairing the Common Property and any improvements (such as play yard equipment) thereon from time to time, as provided herein, in the Zoning By-Law and in the applicable General Laws as the same may be from time to time amended.

SECTION 3 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the assessments authorized by SECTION 2 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing for the payment of (and unexpected repairs or replacements to) a capital improvement on the Common Properties, including the necessary fixtures, provided that, regardless of any change in the Articles of Organization and/or By-Laws of the Association, any special assessment may only be made for repairs or replacements to capital improvements and any such special assessment authorized by said Association must receive a two-thirds majority of the votes of each class of shareholders entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which

BK12566PG067

shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 4 - DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for hereinbefore shall commence on the date the Class A shares are issued, and shall be payable on the date fixed by the duly elected officers of said Association. Said Association shall furnish, upon demand by any owner, a certificate that any annual or special assessment is paid or outstanding. The Owner or any individual director or officer of the Association shall be authorized to sign and issue a Certificate of Compliance indicating that all assessments have been paid to date for a certain Lot, which signed Certificate may be conclusively relied upon as valid by any person seeking to purchase any of the Lots or by any person or entity seeking to secure a mortgage on any of the Lots.

SECTION 5 - ASSESSMENTS PRIOR TO ISSUANCE OF CLASS A SHARES. Prior to the date on which the Class A shares of common stock are to be issued as described in Articles II and III hereof, the following assessment may be levied on the owners of any of the Lots: all costs related to the maintenance, repair and replacement of the Common Property, including, but not limited to, the entryway landscaping, the esplanade and the park, which are to be shared equally by all of the Lots which have frontage on a road which is paved with at least a base coat as of the date of the levying of such assessment. During the period prior to

BK 12566 PG 068

the issuance of Class A shares, no assessment for capital improvements may be levied on the owners of any of the Lots.

SECTION 6 - EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due, then the amount thereof and interest thereon and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien on the Lots for which payment has not been received, which shall bind such Lots in the hand of the then owner and his successors in record title. Similarly, any and all reasonable costs, including legal fees, which are incurred by the Association in order to enforce the terms of this Declaration against any of the Lots shall immediately upon being incurred become a continuing lien on the Lots for which such payments are incurred, which shall bind such Lots in the hand of the owner and all successors in title. While any such lien shall run with the land regardless of the title holder, it shall also be the personal obligation of the then owner to pay such assessment.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring any action against the owner personally obligated to pay the same or foreclose the lien against the lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in

BK12566PG069

such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

SECTION 7 - PROCEDURE FOR FORECLOSURE OF LIEN. The lien provided for hereinabove may be enforced, in case of nonpayment for two (2) years from the due date of the assessment or from the date on which the owner is given notice of the amount of the enforcement costs incurred by the Association, by sale by public auction on or near the lot owner's lot in the same manner as the exercise of the Statutory Power of Sale for foreclosure of a Massachusetts real estate mortgage, provided that a notice of the commencement of said lien foreclosure will have been recorded in the Plymouth Registry of Deeds, said recording to take place two (2) years or more after the date on which payment was due. The recording of an affidavit of such sale together with the Association's deed to the purchaser(s) shall forever bar the delinquent lot owner and his successors in record title, from all right and interest in said lot at law or in equity.

ARTICLE V

GENERAL PROVISIONS

SECTION 1 - DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any of the Lots subject to this Declaration and

BK | 2566PG070

their successors in record title, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be extended in accordance with General Laws (Ter. Ed.) Chapter 184, Section 27, if the then existing shareholders of the Association so decide. The owner of each of the Lots hereby covenants and each owner of any lot by the acceptance of a deed thereto or the devise or inheritance thereof, covenants that his shares in the Association shall be voted in favor of extending said covenants and restrictions for the maximum period then allowed by law, and each such lot owner shall hereby be deemed to grant an irrevocable proxy to the President of the Association to vote his share(s) in favor of such extension and in favor of successive extensions for the maximum period allowed by law upon the expiration of each such extension.

SECTION 2 - NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed Certified Mail, Return Receipt Requested, postpaid, to the last known address of the person who appears as a shareholder or owner of any of the Lots on the records of the Association at the time of such mailing.

SECTION 3 - WAIVER OF BREACH. A waiver by the Owner or of the Association of the covenants, restrictions, agreements or charges herein contained, in any instance, shall not constitute a

BK 12566 PG 071

waiver of the right to enforce any of such covenants, restrictions, agreements or charges thereafter.

SECTION 4 - INVALIDITY. If any easement, covenant, restriction, agreement or charge herein contained, or any part thereof, should be held invalid by any court, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or charge herein contained, or any other part thereof.

SECTION 5 - ADDITIONAL PHASES. When and if subsequent phases are developed at the Millbrook Subdivision in Rockland the Owner may, at such time as they Owner deems appropriate, add such phases to and subject such phases to this Declaration whereupon this Declaration shall then be amended accordingly by an amendment executed by the Owner.