

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RIGHTS AND RESERVATIONS GOVERNING BEARSE'S WAY**

Matthew J. Dacey, President of Champion Builders, Inc., a Massachusetts corporation having a usual place of business of 68 Evergreen Street, Suite 12, Kingston, MA 02364 and with a mailing address of P.O. Box 1414, Duxbury, MA 02331, being the owner of a certain parcel of real estate located off Pembroke Street/Route 27, Kingston, Plymouth County, Massachusetts, which real estate is shown on a plan entitled "Permit Plan under Planned Residential Development (PRD) Under Section 5.3 of Kingston Zoning By-Laws, Bearse's Way, Kingston, MA, dated November 16, 2011, Revised January 16, 2012, prepared by Flaherty & Stefani, Inc., 67 Samoset Street, Plymouth, MA", recorded with the Plymouth County Registry of Deeds on June 5, 2014, as Plan No. 14-263 in Plan Book 58, Page 773; and as referenced in Special Permit #PBSP 11-2, dated February 13, 2012, and recorded at said Registry of Deeds on October 30, 2015 in Book 46220, Page 22, does hereby make and declare said premises to be subject to the following covenants, imposed for the benefit of the Grantor and its successors in title and which shall apply to all of the lots shown on the above-mentioned plan.

1. The premises shall be used for residential purposes and purposes allowed by the Kingston Zoning By-law, as outlined in the Special Permit #PBSP 11-2 recorded at Plymouth County Registry of Deeds on October 30, 2015 in Book 46220, Page 22.
2. No business or trade, nor any mechanical, manufacturing or mercantile trade or business of any kind shall be conducted on any premises at any time.
3. No chickens or other fowl and no animals except household pets shall be kept or maintained on any premises.
4. No garbage or refuse shall be deposited on any property except in suitable containers.
5. All clotheslines and drying yards shall be enclosed by fencing or shrubbery so as not to be visible from the street or any adjacent property.
6. No building material of any kind or character shall be placed upon any property except for the immediate purpose of construction of an approved dwelling or accessory structure.
7. No advertising signs shall be placed or maintained on any property at any time except one (1) sign of not more than one hundred fifty (150) square inches in size denoting the name of the resident living on said property, and one (1) sign of not more than one hundred fifty (150) square inches in size denoting that the residence located on said property is for sale. This restriction shall not apply to any signs placed or maintained by the Grantor.

8. No vehicles other than pleasure vehicles, and no trucks, except of the light pick-up kind, or trailer or boats (exceeding 20 ft.) shall be parked on or adjacent to any property, except that such vehicles or craft may be stored within an enclosed garage or out of view of the neighboring lots, with fencing or shrub screening allowed by approval.
9. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any exterior lights installed on any property shall be indirect or controlled with respect to direction, focus and intensity in such a manner as not to disturb the residents of adjacent property.
10. No metal buildings or temporary structures shall be erected or maintained on the premises. No unregistered automobiles shall be placed or stored on any lot where the same may be exposed to the public view, or seen from adjacent property. Notwithstanding those provisions stated herein, the Grantor shall be permitted to locate on any lot in which it has any interest as shown on the plan referred to above, a construction/storage structure and/or sales structure. These structures may be maintained by the said Grantor for as long as it continues to have a fee interest in the Development.
11. The structures and grounds on any property shall be maintained in a neat and attractive manner, and the entire property shall be kept free of rubbish, debris or material of any kind which render the same unsanitary, unsightly, offensive or detrimental to any property within Bearse's Way.
12. The ways, together with the pipes and appurtenances leading to same, together with the water pipes and appurtenances thereto, together with the roadway, appurtenances and drainage system, as shown on the above mentioned subdivision plan, shall be for the non-exclusive common use of all the lot owners within the development and said ways shall be used for all purposes for which town ways are commonly used within the Town of Kingston. Every lot owner shall have the non-exclusive common right and easement to so use all of said ways, open space, and water pipes and appurtenances leading thereto, which right shall be appurtenant to and pass with the title to the lot.
13. The Association shall be responsible for maintenance and operation of the storm water system including any and all retention basins, maintenance of the private roads within the subdivision, and all other common land and facilities within the subdivision. Each owner is responsible for maintenance of their own property and septic system, with only organic fertilizer being on all properties.
14. A breach of any of the foregoing restrictions shall give to the Grantor, its successors or assigns the right to use all legal and equitable remedies available by law, including the right to recover damages and/or to seek injunctive relief, and the right to enter upon any lot and abate and remove, at the expense of the party at fault, any erection of work that may be thereon contrary to the interest of these restrictions, without being deemed guilty of any manner of trespass therefore.
15. By the acceptance of a deed to any property or properties shown on the aforementioned plans, the Grantee therein named, for himself, his heirs, executors, administrators, successors and assigns, agrees to become a member of the Bearse's Way Homeowners Association, Inc., all as set forth in the by-Laws of the Bearse's Way Homeowners Association, Inc., and to pay an annual assessment to said Association, said assessment to

be a proportion of the actual annual costs of the administration of the Association, maintenance, repair, taxes, improvement assessments or expenses incurred on any of the ways, sidewalks and any improvements of Bearse's Way and including a capital reserve for repair and replacement of said way and any capital improvements.

16. In the event of a default in the performance of these provisions and if such default shall not have been cured within fourteen (14) days after written notice thereof, the Grantor, its successors and assigns, shall have the right to enter upon said lot to remove all weeds, rubbish, debris or materials; to cut the grass the vegetation; to remove dead trees, shrubs and plants; and to do all things necessary to pace said property in a neat and orderly condition. The cost of any work so required shall become due and payable by the property owner or owners to the Grantor, its successors or assigns, immediately after completion thereof. If the Association undertakes the work described herein, the cost shall be assessed against the property owner.
17. Any assessment, together with the interest thereon and the cost of collection thereof, including attorney's fees, shall be a personal obligation of the person who was the owner of the property at the time when the assessment become due and payable and, additionally, shall be a lien on the effected property. If any assessment made by the Association remains unpaid after thirty (30) days, said assessment may be enforced pursuant to the provisions of Massachusetts General Laws Chapter 254.
18. The Grantor may delegate or assign any or all of its rights, powers and obligations under these restrictions to any corporation, association, or agent said assignment to be in writing and duly recorded in said Registry. Until such assignment, the Grantor reserves the right to modify, amend, release and waive said covenants, restrictions and conditions at any time.
19. These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of the Grantor and Champion Builders, Inc., a Massachusetts corporation with a usual place of business at 68 Evergreen Street, Suite 12, Kingston, MA 02364 and a mailing address of P.O. Box 1414, Duxbury, MA 02331, and the owner of any land subject to this Declaration, a respective legal representative, heirs, successors and assigns for a period of twenty-five (25) years from the date this declaration is recorded. All rights of enforcement under these covenants that may be exercised by the Grantor may also be exercised, either alone or together, with Grantor, by said Champion Builders, Inc.
20. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect.

EXECUTED as a sealed instrument this _____ day of November, 2015.

CHAMPION BUILDERS, INC.

By: _____
Matthew J. Dacey, President

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss

November _____, 2015

On this _____ day of November, 2015 before me, the undersigned notary public, personally appeared MATTHEW J. DACEY, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Champion Builders, Inc.

Notary Public

Printed Name

My commission expires: _____

BEARSE'S WAY HOMEOWNERS ASSOCIATION, INC.

BY-LAWS

ARTICLE I

Name

The name of the corporation shall be Bearse's Way Homeowners Association, Inc. (hereinafter referred to as "the Association").

ARTICLE II

Purposes

The purposes of this corporation are as follows:

To act as a Homeowners Association as defined by U.S. Internal Revenue Code Sec. 528(c) as amended.

To improve, enhance, preserve and maintain the private ways, infrastructure and residential amenities of the Bearse's Way subdivision in Kingston, MA, as shown on a plan recorded with Plymouth County Registry of Deeds on June 5, 2014, as Plan No. 14-263 in Plan Book 58, Page 773.

To regulate and provide for the orderly and safe use thereof by all residents who have the legal right, as described in their deeds to use said ways.

To exercise such rights of enforcement and other rights as may be delegated to the corporation pursuant to the "Declaration of Protective Covenants, Restrictions, Rights and Reservation Governing Bearse's Way" dated November _____, 2015, filed with the Plymouth Registry of Deeds in Book _____, Page _____, and/or pursuant to similar covenants or declarations affecting the property and ways shown on the aforesaid plans.

To acquire by gift, devise, purchase, lease, exchange or otherwise and/or own in its name or otherwise, the aforesaid ways, and such other real and personal property as may be necessary, appropriate or convenient in furtherance of the purposes of the Association; to purchase, own, construct, develop, maintain, operate, lease and make assessments for the use of the aforesaid ways, and other property which the members are entitled to use; to sell, assign, convey, transfer, lease or otherwise dispose of any such real or personal property; to borrow money and to issue notes and other evidences of indebtedness of the Association and to secure the same by mortgage, pledge or other lawful means; to contract for, perform, conduct and provide property maintenance and landscaping services and other residential community services for the benefit of the members; and in general to perform and do all other acts and things incidental thereto and in furtherance of the purposes of the Association, and to use and exercise all powers conferred from

time to time by the laws of the Commonwealth of Massachusetts upon corporations organized under Chapter 180 of the General Laws.

Without limiting the generality of the foregoing, the Association shall also have the power, and assume responsibility for, the maintenance of the roads, open space, as well as for the catch basins and vegetation in the in the common area and roadway within the subdivision as well as for the fences, guardrails, signs, and street lights on the common areas within the subdivision, if any. However, certain of these expenses shall be the individual responsibility of the individual lot owner or owners as described in the Declaration of Protective Covenants of Bears's Way.

ARTICLE III **Membership and Voting**

Section 1. Each person, including a corporation or other legal entity, who is a record owner of a fee interest in any Member Lot (as hereinafter defined) in said Bears's Way, shall automatically be a Member of the Association upon the payment of the amount of the then current annual assessment or such proportionate part thereof for the remaining part of the then current fiscal year of the Association as the Board of Directors shall determine. Each Member shall be required to maintain his good standing in the Association by complying with the obligations assumed as above and paying in full the annual assessment of the Association when due, as hereinafter stated. The term Member Lot shall be deemed to mean any lot in Bears's Way, excepting any and all lots owned by the Association or the Town of Kingston or other public body or any public or private charitable, religious or eleemosynary organization or institution.

Section 2. Each Member in good standing shall be entitled to one (1) vote (either in person or by written proxy or by e-mail or facsimile to the Clerk of the Corporation received prior to the date of the meeting) at all meetings of the Members of the Association for each Member Lot owned by such person; provided however, that for any Member who owns more than one Member Lot, the number of votes for that Member shall be determined by the number of Member Lots owned by that Member on which there exists a single family residential structure that is the principal structure on said lot; or, in the event that none of said lots have such a structure, then that Member shall be entitled to only one (1) vote. And provided, however, that whenever the fee interest in any of said Member Lots is owned of record by more than one person, the several owners shall determine and give notice in writing to the Clerk of the Association which one of such owners is entitled to cast his vote for such lot. In the absence of such notice, the Board of Directors may, by majority vote, designate any one such owner as entitled to cast such vote. And further provided, however, that so long as the Developer, as hereinafter defined, is the record owner of twenty-five (25%) or more of all such Member Lots, the Developer shall be entitled to three (3) votes for each of said lots owned by it at all meetings of the Members of the Association. The term "Developer" shall be deemed to be Champion Builders, Inc., a Massachusetts corporation with a usual place of business at 68 Evergreen Street, Suite 12, Kingston, MA 02364, and with a mailing address of P.O Box 1414, Duxbury, MA 02331, or their designees.

Section 3. The annual assessment shall be such amount, not in excess of THREE HUNDRED and 00/100 (\$300.00) Dollars for each of said Member Lots, as shall from time to time be determined by the Board of Directors of the Association. Notice of the amount of the annual assessment shall be sent to each Member within approximately thirty (30) days after the Annual Meeting of the Corporation in each year, and shall be due and payable no later than October 1 of each year. Provided, however, that all Member Lots owned of record by the Developer shall be exempt from all assessments. The initial annual assessment shall be \$300.00, and shall be due from each buyer at the closing where the Member Lot is purchased. Thereafter, unless notice of a different amount and/or date is sent to each member, the annual assessment shall be \$300.00 and shall be due and payable no later than January 31 of each year.

Section 4. In addition to the annual assessments authorized by Section 3 hereof, the Association, by a majority vote of those Members present or appearing by proxy at any meeting of the Association held in accordance with the provisions of Article IV hereof (other than the Developer), and a majority vote of the Board of Directors, may, if such votes are ratified by the Developer (during such time as the Developer owns at least twenty-five (25%) percent of the Member Lots), during any year levy one or more special assessments against each Member Lot to be used for those purposes set forth in Article II hereof; provided that no member shall be required to make payments on account of a special assessment in excess of Three Hundred and 00/100ths Dollars (\$300.00) for each Member Lot owned by him.

Section 5. the maximum amount the owner of a Member Lot may be required to pay during any one year on account of special assessments as provided in Section 4 hereof shall, each year, commencing with the year 2005, be increased or decreased to reflect fluctuations in the United States Department of Labor Bureau of Labor Statistics Consumer Price Index, United States Average, using June 2004 as the base month and June of the year preceding which a payment in respect to one or more special assessments is payable as the comparative month.

Section 6. If any assessment or any installment of any assessment payable in installments shall not be paid on the date when due, then such assessment or installment shall become delinquent and shall, together with interest thereon at the rate of one and one-half percent (1.5%) per month and all costs of collection thereof, including, but not limited to, reasonable attorney's fees, thereupon become a charge on the Member Lot and a continuing lien on the Member Lot against which assessed, which shall bind such Member Lot in the hands of the then owner or owners. It shall also be the personal obligation of the owner or owners of such Member Lot at the time the assessment became due and shall remain his or their personal obligation and shall not pass to his successors in title unless expressly assumed by them.

Section 7. All Members in good standing shall be entitled to use and enjoy all services of the Association provided for Members. The Board of Directors may establish reasonable rules and regulations relating to the purpose of the Association, and may suspend the rights of any Member for any period during which any

assessment remains unpaid for more than fifteen (15) days from the date due, and for any period not in excess of thirty (30) days for any infraction of such rules and regulations.

Section 8. The Board of Directors shall be responsible for determining whether a Member is a member in good standing of the Association, and any such determination by such Board shall be final and binding upon all Members of the Association.

ARTICLE IV **Meeting of the Association**

Section 1. The annual meeting of the Members in good standing of the Association for the election of Directors and other officers and the transaction of such other business as may legally come before the meeting shall be held at Kingston, Massachusetts at eleven o'clock A.M. on the third Monday in January or at such other time and place in the Commonwealth of Massachusetts as the Board of Directors may determine or to which any annual meeting of the Association may adjourn.

Section 2. Other meetings of the Association may be called at the direction of the president or of the Board of Directors or upon written call by Members in good standing having fee interest of record in at least five (5) Member Lots. Such written call shall state the time and purposes of the meeting.

Section 3. For so long as the Developer is the record owner of twenty-five (25%) percent or more of the Member Lots, a quorum for the transaction of business at any meeting of the Association shall consist of the Developer, and the Regular Members in good standing appearing in person or by proxy entitled to cast the vote for at least ten (10%) percent of said Member Lots. At such time as the Developer no longer owns twenty-five (25%) percent or more of said Member Lots, a quorum for the transaction of business at any meeting of the Association shall consist of Members in good standing appearing in person or by proxy entitled to cast the vote for at least a majority of the number of Member Lots then owned by the then Members. Less than a quorum, as defined above, shall have the power to adjourn the meeting from time to time if such a quorum is not present.

Section 4. A written notice of each meeting of the Association stating the place, day and hour thereof shall be given by the Clerk at least fourteen (14) days before such meeting to each Member of the Association, by mailing it to such Member at his address as it appears upon the records of the Association, or by leaving such notice with him or at his residence in Bearse's Way. Notices of meetings of the Association need not specify the purposes thereof, except as otherwise in these By-Laws provided. In the event of the absence or disability of the Clerk, any other officer of the Association may give such notices in the manner herein provided. No notice of any meeting of the Association shall be required if Members in good standing entitled to cast the vote of each of said Member Lots, by a writing or writings filed with the records of the meeting, waive such notice.

ARTICLE V
Officers and Directors

Section 1. The officers of the Association shall be a President, a Vice President, a Treasurer, a Clerk, such other officers as shall from time to time be appointed by the Board of Directors; and the Board of Directors shall consist of such number, not less than three (3) and not more than seven (7), as shall be determined prior to the election or, absent such determination, shall be elected at the annual meeting.

Section 2. The President, Vice President, Treasurer, Clerk and Directors shall be elected by the Members in good standing, voting in accordance with the provisions of Section 2 of Article III of these By-Laws, at the annual meeting, and shall hold office, except as in these By-Laws provided, for a term of three (3) years and until their respective successors are chosen and qualified, and shall be Regular Members in good standing of the Association. Provided, however, that so long as the Developer is the owner of twenty-five (25%) percent or more of all the Member Lots, the President, Vice President, Treasurer, Clerk and Directors need not be members of the Association, but the Clerk and a majority of the Directors shall in all events be residents of Massachusetts.

Section 3. The President shall at least fifteen (15) days before the date of each annual meeting appoint a nominating committee to suggest at the meeting names of officers and a Board of Directors for the following year. Nominations may also be made by the Members in good standing from the floor at the meeting.

Section 4. All elections shall be held by ballot and candidates receiving the largest vote cast by the Members in good standing shall be considered elected.

Section 5. Any officer appointed by the Board of Directors may be removed from office by the Board of Directors with or without cause at any meeting of the Board, provided, however, that any such officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon. No officer appointed by the Board need necessarily be a Member of the Association.

Section 6. Any officer (including Directors) of the Association elected by the Members as aforesaid may be removed from office with or without cause only at a meeting of the Members in good standing, provided, however, that any such officer may be removed for cause only after reasonable notice and opportunity to be heard before the Members in meeting assembled and prior to action thereon; and any officer may resign by filing with the Clerk or with the Board of Directors a written resignation which shall take effect on being so filed or at such other time as may be prescribed therein. Any vacancy at any time existing in the Board of Directors or in any office or in any committee may be filled by the Board of Directors at any meeting

and the person chosen to fill the vacancy shall hold office, except as in these By-Laws provided, until the next annual or special meeting of the Members and until his successor is chosen and qualifies.

ARTICLE VI
Powers and Duties of Officers other than Directors

Section 1. The President (and/or Vice President) when present shall preside at all meetings of the Members and of the Directors. It shall be his duty and he shall have the power to see that all orders and resolutions of the Directors are carried into effect. The President, as soon as reasonably possible after the close of each fiscal year, shall submit to the Directors a report of the operations of the Association for such year and a statement of its affairs and shall from time to time report to the Directors all matters within his knowledge which the interests of the Association may require to be brought to their notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 2. In the absence or disability of the President, his duties shall, until the election of a new President, be performed by the Vice President or, in the event of the absence or disability of the Vice President, by the Treasurer.

Section 3. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as shall be designated by the Directors or in the absence of such designation in such depositories as he shall from time to time deem proper. He shall disburse the funds of the Association as shall be ordered by the Directors, taking proper vouchers for such disbursements. He shall promptly render to the President and to the Directors such statements of his transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 4. The Clerk shall record in books kept for the purpose all votes and proceedings of the Members and Directors at their meetings, and shall perform such other duties as the President or the Board of Directors may require.

ARTICLE VII
Board of Directors

Section 1. The Board of Directors, subject always to the provisions of these By-Laws, shall have general supervision and control of the management and administration of the affairs of the Association and may exercise all or any of the powers of the Association, including (without limitation) power to accept the powers of the Association and to invest and reinvest its funds in any property, real or personal to such extent and of such kinds as the Board shall deem advisable.

Section 2. The first meeting of the Board of Directors shall be held without notice immediately after the adjournment of the first meeting of the incorporators of the Association. The annual meeting of the Board of Directors shall be held without notice immediately after the adjournment of the annual meeting of the Members of the Association. Special meetings of the Board of Directors may be called by the President or by any three (3) or more of the Directors then holding office.

Meetings of the Board may be in person, or by telephone conference or by e-mail or facsimile correspondence.

Section 3. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the Directors then holding office.

Section 4. Every Director shall be entitled to vote at any meeting on all matters; and, if not able to be in attendance at any meeting, any Director may vote by telephone or proxy.

Section 5. Except as herein otherwise provided, notice of every meeting of the Directors shall be given by the Clerk to each Director by mailing to him, postage prepaid, addressed to him at his last known address, a written notice of such meeting, at least two (2) days before the meeting, or by delivering such notice to him at least twenty-four (24) hours before the meeting, or by sending to him notice of such meeting at least twenty-four (24) hours before the meeting by pre-paid telegram, addressed to him at his last known address. Notice of Directors meetings need not specify the purposes thereof, except as herein otherwise provided.

Section 6. Whenever all of the Directors shall in writing have waived notice of a meeting, or after the meeting shall approve in writing the record thereof, the acts of any such meeting, whether or not it was duly called, and whether or not notice was given thereof, and whether it was held, shall be valid in all respects as if it had been regularly called, held and due notice given thereof.

ARTICLE VIII

Checks, Notes, Drafts and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Association may be signed by any officer or officers or person or persons authorized by the Board of Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by said Board to do so.

ARTICLE IX
Fiscal Year

The fiscal year of the Association shall be the year ending with the thirty-first day of December in each year.

ARTICLE X
Seal

The seal of the Association shall be circular in form, bearing the inscription "Bearses Way Homeowners Association, Inc. – Massachusetts, 2008". The Clerk shall have custody of the seal and may affix it (as may any other officer if authorized by the Board of Directors) to any instrument requiring the seal of the Association.

ARTICLE XI
Amendments

These By-Laws may be amended by a majority vote of votes entitled to be cast by Members in good standing present in person or by proxy at any annual or special meeting of the Association, the notice of which states that amendments of the By-Laws is proposed and sets forth the proposed amendment or amendments or a summary thereof.