

## CONSERVATION RESTRICTION

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Massachusetts, being the sole owner, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to The Inhabitants of the City of Amesbury, a municipal corporation, having a usual place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, and its permitted successors and assigns (“Grantee”), for consideration paid of Less Than One Hundred (\$100.00) Dollars, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the City of Amesbury, Massachusetts constituting approximately 16.0439 acres, and more particularly described in Exhibit A. For Grantor’s title see deed of Laura P. Warner dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

### I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the adjacent Lake Attitash and Amesbury Town Forest areas, and the protection of the Premises will enhance the open-space value of these lands.
- **Protection of Wildlife Habitat.** The Premises contains approximately 16.0439 acres of wooded wetlands and forest.
- **Furtherance of Government Policy.** Protection of the Premises furthers the City of Amesbury’s Open Space and Recreation Plan; the protection of the Town’s scenic landscape, the protection of forests, the protection of the Town and Region’s water resources, and provides extra protection to the Town’s resources.
- **Public access trails** for passive recreation, education, and nature study.

### II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

#### A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (8) Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

#### B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
- (2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;
- (7) Trails. The marking, clearing, maintenance and construction of not more than two unpaved footpaths Trails are to be not wider than four feet;
- (8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; and,
- (9) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed

activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

#### B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

#### IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

#### V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.

#### C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee

interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. ASSIGNABILITY

### A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

### B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

### C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the

restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

#### VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction.

#### X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South Registry of Deeds.

#### XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Essex South Registry of Deeds. The Grantee shall record this instrument in timely manner in the Essex South Registry of Deeds.

#### XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Yvon Cormier, President and Treasurer  
Yvon Cormier Construction Corp.  
3 Crenshaw Lane  
Andover, Massachusetts

To Grantee: City of Amesbury  
Conservation Commission  
62 Friend Street  
Amesbury, MA 01913

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

### XIII. GENERAL PROVISIONS

#### A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

#### D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

### XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS my hand and seal this        day of        , 2016.

Yvon Cormier Construction Corp.

\_\_\_\_\_  
By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this        day of        , 2016, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by \_\_\_\_\_  
this            day of            , 2016.

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized

*(INSERT NOTARIZATION)*

APPROVAL OF CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Amesbury \_\_\_\_\_, hereby certify that at a meeting duly held on \_\_\_\_\_, 200\_, the Select Board voted to approve the foregoing Conservation Restriction to the \_\_\_\_\_ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

City Council

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(INSERT NOTARIZATION)*

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the City of Amesbury has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Ian A. Bowles  
Secretary of Energy and Environmental Affairs

*(INSERT NOTARIZATION)*

## Exhibit A

**DEED**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Massachusetts

For consideration paid of @ (\$@) Dollars

Grant to

of

With Quitclaim Covenants

A certain lot of land, with the buildings thereon, situate in Amesbury, Essex County, Massachusetts, located at Kimball Road, and being shown as Lot @ on a plan of land entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@.

Lot @ contains, according to said plan, @ acres, more or less.

Lot @ is conveyed subject to and with the benefit of the following:

1.

Meaning and intending to convey, and hereby conveying, a portion of the same premises described in a deed of Laura P. Warner to Yvon Cormier Construction Corp. dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

This conveyance does not constitute all or substantially all of the assets of the grantor.

Executed under seal this day of , 2016.

Yvon Cormier Construction Corp.

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By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this     day of                     , 2016, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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,

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Notary Public –  
My Commission Expires:

47.5 – 57 KIMBALL ROAD SUBDIVISION RESTRICTIVE COVENANTS  
AFFECTING  
LOTS 1-8 INCLUSIVE AND PARCEL X OWNED BY YVON CORMIER CONSTRUCTION  
CORP., LOCATED AT 47.5 – 57 KIMBALL ROAD, AMESBURY, MA

**WHEREAS**, YVON CORMIER CONSTRUCTION CORP., (hereinafter “Developer”) is the owner of land shown as Lots 1-8 inclusive and Parcel X as shown on a Plan of Land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@ (hereinafter “Plan”); and

**WHEREAS**, Developer desires to impose the following conditions and restrictions to preserve the values, aesthetics and amenities of the lots, and in furtherance of this goal, the following conditions and restrictions are imposed for the benefit of all current and future owners (“Owners”) individually and collectively, of Lots 1-8 inclusive and Parcel X as shown on said Plan;

**NOW THEREFORE**, Developer declares for itself and its successors in title, that Lots 1-8 inclusive and Parcel X as shown on said Plan are and shall be held, transferred, sold, conveyed, inherited, assigned, released, and occupied subject to and with the benefit of the Covenants and Restrictions hereinafter set forth, which restrictions shall run with the land, but shall expire thirty years from the date of recording of this document. Said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by a majority of the then owners of the Lots 1-8 has been recorded, agreeing to change said covenants in whole or in part.

**1. LAND USE AND BUILDING TYPE:**

- A. No building shall be erected or maintained on any lot except a single family residence for dwelling purposes. A single family residence may include an in-law apartment if permitted by the City of Amesbury Zoning By-Law in effect during the term of these restrictions. No such residence shall be used in whole or in part for carrying on any trade, commerce or profession, but this restriction shall not prohibit a homeowner from maintaining a so-called “home occupation” provided that it is allowed under the Amesbury Zoning By-Law and any other legal

requirements, and that the home occupation (i) shall be incidental to the primary use of the home for normal residential purposes and will not detract from the residential character of the development; (ii) there shall be no signs associated with such "home occupation" activity; (iii) vehicular traffic and parking associated with the home occupation shall not be increased; and (iv) client traffic associated with said "home occupation" shall be minimal.

Notwithstanding the foregoing, Developer or its successors in title may maintain and conduct construction and/or marketing activities on the lots as long as Developer in its sole discretion shall deem necessary, provided Developer still owns any of the Lots 1-8, inclusive as shown on the plan.

- B. The residential structures shall have a minimum of @2,000 square feet of living area exclusive of the attic, basement or porches. Attached garages may be constructed as appurtenant to each residential structure, but no garage for more than two cars shall be constructed. No detached garages, barns or outbuildings shall be constructed on any lot. No accessory sheds or pool cabanas may be constructed on any lot. Gazebos may be constructed on any lot, not to exceed a height of ten (10) feet, provided they are located and maintained to the rear of the residence or shielded from view to the extent possible from abutting residences. Any approved gazebo shall be screened from adjacent lots by trees, shrubs or approved fences. No more than one approved gazebo shall be erected on any lot. The floor area of any approved gazebo shall not exceed sixty four (64) square feet.

## **2. SUBMISSION OF PLANS AND RIGHT OF APPROVAL**

- A. The purpose of this section of the Restrictive Covenants is to insure that the property shall consist of attractive residences, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the site, and thereby to guarantee the aesthetics of the lots and residences thereon.

So long as Developer continues to own any of the Lots 1-8, inclusive shown on the Plan, no buildings or fences or other structures or any kind or additions thereto shall be erected, placed or allowed to stand upon the lots described in said Plan, until the size, elevations, layout, specifications, and locations thereof shall have been approved in writing, or this restriction shall have been waived with respect thereto or released in writing by said Developer.

Further, plans for landscaping any lot within the subdivision, including sizes of shrubs to be provided, shall be submitted to said Developer and shall be subject to approval as set forth above prior to undertaking any landscaping thereon, and in any instance in accordance with the provisions of any wetlands Orders of Conditions imposed on such lot, if any. Notwithstanding the foregoing, the size,

appearance and location of any building, structure, or addition thereto erected on said lots as well as any landscaping completed shall be conclusively presumed to have been approved as above required unless within three months after the completion and occupancy of any such building, structure, or addition, or completion of such landscaping, there shall be pending in the Superior Court of Essex County or in the Land Court proceedings to enforce this restriction and a notice thereof recorded in the Essex South Registry of Deeds. A recorded certificate or statement of approval contained in a deed of the Developer that the written approval as required herein has been given shall be conclusive proof of such approval.

Such approval shall not be unreasonably withheld by Developer. In case of disapproval, the Developer shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans, landscaping or specifications which the Developer will approve for the subject property. Failure of the Developer to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of these restrictions in regard to the submitted plan.

No split entry, contemporary style, mobile or modular homes shall be allowed.

Siding shall be of wood, brick, stucco, stone or combinations thereof. Vinyl siding may also be permitted provided it is of a high quality, seamless type. In the case of wood and vinyl, colors shall be of an earth or natural tone approved by Developer in writing.

No residence shall have poured concrete stairs.

**3. MISCELLANEOUS:**

- A. No chain link fences shall be permitted on any lot. No fence exceeding six feet in height shall be permitted on any lot, nor shall be placed within three feet of any lot line. No fences shall be erected along any boundary line so as to have the effect of creating a fence line between lots.
- B. No farm animals, including without limitation, horses, sheep, pigs, cows, or fowl shall be maintained on any lot. No poultry house, dog or cat kennel shall be erected on any lot. (This restriction shall not apply to domesticated household pets, reasonable in number). Any household pets shall not be bred or maintained for the purposes of resale.

- C. No clothes lines shall be maintained on any lot.
- D. No dumpsters shall be maintained on any lot.
- E. No outside television antennas, radio aerials, satellite dishes over eighteen inches in diameter or receivers shall be maintained on any lot.
- F. No sign or advertising material shall be displayed on any lot, save for the purpose or subsequent resale of the lot or residence thereon. Any such sign shall be expressly approved as to its size, appearance and location by the Developer or Trust in its sole discretion.
- G. Underground swimming pools may be permitted on any lot, provided that the same shall be designed, located, and constructed so as to be compatible with the neighborhood. Any such pool shall be of high quality and design. No above ground pools shall be permitted on any lot.

Any pools shall be located in the rear yard of any lot, and in such a manner so as to preserve the views of others.

Any pools shall be properly screened from neighbors and the public view, to the extent possible, and no pool shall be placed nearer to a side lot line or to the rear lot line than the minimum setback lines imposed by the Merrimac Zoning Bylaw in effect from time to time.

The installation of any pools shall be completed in an expedited period and in no event shall exceed a period of ninety (90) days.

Within thirty (30) days of the completion of the installation of any pool, a pool owner shall landscape all yards and other areas disturbed during the installation of said pool in an aesthetically pleasing manner, giving due regard for abutting properties.

- H. There shall be no underground tanks for the storage of fuel or oil maintained on any lot, nor shall any fuel storage tanks be located outside residences.
- I. No trailer campers, mobile homes, boats, or other recreational vehicles of any kind, nor non-operative or unregistered automobiles, nor commercial trucks in excess of 10,000 gross vehicle weight, machinery, supplies, materials, nor equipment of any kind shall be stored outside of a garage on any lot unless approved by Developer, which approval may be conditional, and the Developer may limit the location and duration for storage of such items.

- J. Any utility service connection to any buildings erected on any lot shall be constructed and maintained underground.
- K. These restrictions may be amended at any time by unanimous vote of the then Lot owners.
- L. Jungle Gyms or swing sets may be permitted on any lot, provided they are constructed of wood and located on the Lot so as to be screened from adjacent lots (to the extent possible) by trees, shrubs, or approved fences.

**4. ENFORCEMENT**

As long as Developer retains legal title to any of the Lots 1-8 as shown on the Plan, Developer alone shall have the power to enforce the covenants herein contained. After all of the Lots 1-8 have been conveyed by Developer, then any lot owner may enforce the restrictions set forth herein.

Enforcement shall be proceeding at law or in equity against any persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

**5. NO WAIVER**

The failure by the Developer to enforce any restriction, covenant, or agreement herein contained shall in no way be deemed a waiver of its right to do so thereafter.

**6. AMENDMENT:**

The Developer reserves the right to modify, amend, change or terminate any or all of the restrictions and covenants as herein contained, when in its reasonable judgment that course of action becomes necessary or advisable, without the consent of any Lot owner, subject only to approval by the Amesbury Zoning Board of Appeals to the extent it has jurisdiction thereover, until the Developer no longer owns any Lot.

Thereafter, any modifications, amendments, changes or terminations must be approved in writing unanimously by all of the Lot Owners, and any such modifications, amendments, charges or terminations shall be recorded in the Essex South Registry of Deeds.

**7. INVALIDATION:**

Invalidation of any of these covenants by judgment or court order shall in no way

affect any of the other provisions which shall remain in full force and effect.

Executed under seal this    day of    , 2015.

Yvon Cormier Construction Corp.

\_\_\_\_\_  
By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this    day of    , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public –  
My Commission Expires:

**DECLARATION OF COMMON DRIVE  
MAINTENANCE COVENANT**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Essex County, Massachusetts ("Grantor") for the consideration set forth below, the receipt and sufficiency of which is acknowledged, grants with quitclaim covenants to the Inhabitants of the Town of Amesbury, a municipal corporation acting by and through its Planning Board ("Town"), its successors and assigns and those claiming through or under it with an office and place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts, a covenant granted in gross with respect to the land described as follows:

The parcels of land situate in Amesbury, Essex County, Massachusetts, shown as Lots 3, 4, 6, 7 and 8 (collectively referred to as "Lots" and referred to individually as a "Lot") shown on a plan entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@ ("Plan").

1.) The Grantor covenants and agrees for itself, its heirs/successors and assigns to grant upon the conveyance or other transfer of a Lot or Lots, for the benefit of each lot individually and collectively, the perpetual right and easement to use in common with the owners of one or more of the Lots described above ("Lot Owners") each with the other and their successors that area designated as "@Common Drive" on the Plan. Said easement shall provide that the Common Drive may be used by the Lot Owners for all purposes for which driveways are now or may hereafter be used in the City of Amesbury, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. Said easement shall provide, at a minimum, for the following:

- a. The Lot Owners and their successors in title to each and any of the Lots shall have the right to use and enjoy the Common Drive for the purposes stated in the easement, in common with the other Lot Owners;
- b. If, in connection with the exercise of said easement right in the Common Drive, any Lot Owner shall make any excavations within the Common Drive, the Lot Owner so excavating will, as soon as possible, restore the Common Drive to its condition immediately prior to the excavation;
- c. Each Lot Owner will indemnify and save the others harmless from and against any loss, damage or liability arising out of the exercise of the rights granted herein;
- d. Each Lot Owner shall be responsible for 20% of the cost of maintenance of the Common Drive, including without limitation, maintenance of the driveway surface and snow removal. Sodium chloride is prohibited. Calcium chloride must be used for de-icing Common Drive. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive. Stone bollards must be used to mark Common Drive and maintained;

e. No Lot Owner shall use the Common Drive so as to hinder or prohibit or unreasonably interfere with or interrupt the use of the Common Drive by others entitled thereto; and

2.) The Grantor agrees and covenants for itself, its heirs/successors and assigns and those claiming through or under them, to the following covenants, which are hereby imposed for the benefit of the City of Amesbury and which shall be administered and enforced by its Planning Board, in consideration of the Town's granting of a special permit pursuant to the Amesbury Zoning By-law, @@@ and as amended subsequently of the Code of the City of Amesbury, and for additional consideration, the receipt and sufficiency of which is acknowledged, as follows:

a. The Common Drive shall be constructed in conformance with the special permit granted by the Amesbury Planning Board and used in compliance with the Amesbury Zoning By-law, @@ and as amended subsequently of the Code of the City of Amesbury;

b. The City of Amesbury shall have no responsibility for maintenance of the Common Drive and there shall be no plowing of the Common Drive or trash pickup within the Common Drive by the City of Amesbury. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive;

c. The Lot Owners shall never request the City of Amesbury to maintain, or plow the Common Drive, as it is the intent of the Grantor and the City of Amesbury that the Common Drive shall be a private easement and shall never be considered or accepted as a public way or private way open to the public;

d. This covenant shall be referenced by book and page/document number in each deed executed by the Grantor for the conveyance or other instrument of transfer of one or all of the Lots shown on the Plan;

e. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor shall include the grant of an easement or reference to a grant of easement agreement conforming to the terms of this Covenant;

f. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect;

g. The Lot Owners agree never to rescind or modify this Declaration of Shared Driveway Maintenance Covenant unless approved by the Planning Board of the City of Amesbury; and

h. The Grantor and its heirs/successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said covenants as a defense. If any provision of said Covenant shall nevertheless to any extent be held invalid, the remainder shall not be affected.

i. The Grantor agrees to record this covenant with the Essex South District Registry of Deeds in any event prior to the conveyance or other transfer of any interest in one or more of the Lots.

The Grantor further agrees to provide the Amesbury Planning Board with a copy of the recorded covenant within seven business days of its recording.

The covenants and obligations contained herein shall be enforceable by the Lot Owners and the City of Amesbury, acting by and through its Planning Board. The Town shall have the option to enforce said covenants, but does not have the obligation to do so. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

The Lots subject to this Declaration are a portion of those premises described in the deed of Laura P. Warner to Yvon Cormier Construction Corp. dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

Executed under seal this    day of           , 2015.

Yvon Cormier Construction Corp.

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By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this    day of           , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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,

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Notary Public –  
My Commission Expires:



# Amesbury

PLANNING BOARD

Town Hall

## APPLICATION FOR SPECIAL PERMIT

Date February , 2015

Name BC Realty Trust, John Cormier and Robert O. Cormier, Trs.

Address 64 School Street, Merrimac, MA 01860

Title Reference - Book 5697 Page 435

Application is hereby made for a special permit under the requirements of Section V, Paragraph D of the Amesbury Zoning Bylaw.

Premises affected are situated on Kimball Road Street, Amesbury, Massachusetts, and on Map # 60, Lot # 6, 6A, of the Assessor's Map.

1. Type of Special Permit Required: Common Access Driveway; Section XI.O of the Zoning Bylaw.
2. Zoning District: R40
3. Has there been any previous appeal or permit on this property: No  
If yes, explain: \_\_\_\_\_
4. Lot Size: 19.3350 acres
5. Size of Building(s) existing or proposed: Eight single family residences to be constructed, approximately 28' by 60' in size as shown on the plan. The ninth lot will remain common open space.
6. Occupancy of Use, existing /proposed: Eight single family residential lots and one lot of Common Open Space
7. Is site plan review required: No
8. Is Subdivision Control Law approval required: Yes

9. **Other permits required:** Wetlands; Definitive Plan approval; Cluster Residential Special Permit.

10. **Description of proposed work/use:** Construction of Common Access Driveway (CAD) and related infrastructure; construction of eight single-family residential dwellings is proposed. The CAD is proposed to serve three (3) units and two (2) abutting units located along the intersection of the CAD and the public way. Vital access to the public way, Kimball Road, is reasonably available for the two abutting units.

11. **Principal Points upon which application is based:** \_\_\_\_\_

This application is made pursuant to Amesbury Zoning Bylaw Section V, Table of Use Regulations as a

Specially Permitted use under section XI.O. The Petitioner states that the Special Permit may be appropriately granted for the reasons stated in the attached narrative.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Owner (if not Applicant)

**Filing Fee:** \$500.00 plus \$100 per lot (CAD, Cluster) or \$50 per dwelling unit (multi-family)

**Received:** \_\_\_\_\_

**Distributed:** \_\_\_\_\_

**Hearing:** \_\_\_\_\_

**Application must be filed in duplicate, accompanied by five (5) sets of plans, a list of abutters, and a Building Inspector refusal; If site plan approval or subdivision control law approval is necessary, eight (8) sets of plans shall be submitted.**

## SPECIAL PERMIT REQUIREMENTS

1. All special permit applications must be presented by individuals, partnerships or corporations being parties of interest in the permit applied for. No application will be acted upon unless accompanied by the name or names of the person having title to the property involved, and the book and page of the recording of the deed to said property. The applicant, their attorney, or representative must be present at the time of the public hearing; otherwise the application may be dismissed.
2. All applications shall be accompanied by a plot plan in ink, drawn to scale, showing the actual dimensions of the lot and the exact location and size of the existing building(s) or structure(s) or of the building(s) or structure(s) to be erected. Included on the plan should be the streets or ways adjacent to the lot. The Planning Board shall keep on file in their office a copy of the application and a copy of the plan.
3. The application must include the names and addresses of all abutters to the property in question, including property across the street or right of way, the owners of land within three hundred (300) feet of the property line; all as they appear on the most recent applicable tax list and certified by the Board of Assessors.
4. Applications requiring a recording of a plan must be accompanied by a recordable linen plan, plus copy, and said plan must contain an engineer's seal. A plan that is to be recorded in the Registry of Deeds must be at least 14 by 9½ inches.
5. All applications must specifically set out the nature of the special permit sought. Only the appeal that is specifically set forth in the application will be considered by the Board unless a change is voted by a majority of the Board.
6. A public hearing will be held by the Planning Board within 65 after filing of an application. Notice of public hearing will be given by publication in the newspaper once in each of two successive weeks, the first publication being not less than fourteen (14) days before the day of the hearing. Cost of the mailing and publication will be paid by the applicant.
7. No application will be accepted or published until the application form, the plan, the list of abutters, review fees and the filing fee have been submitted to the Planning Board or their representative.
8. Complete regulations for special permits are found in Section X, Paragraph J of the Amesbury Zoning Bylaw.

**DECLARATION OF  
47-5 – 57 KIMBALL ROAD HOMEOWNERS TRUST**

ARTICLE I - Purpose, Definitions, Applicability

Section 1.     Purpose of Trust

Pursuant to the Restrictive Covenants and Declaration of Common Drive Easement Rights and Responsibilities both dated the @ day of @, 2015, and recorded with the Essex South District Registry of Deeds herewith as part of this same transaction, the 47.5-57 Kimball Road Homeowners Trust is created. Under that name all business shall be conducted by the Trustees, and all instruments shall be executed in writing by them.

This unincorporated trust is the association of Property Owners (or Lot Owners) established pursuant to paragraph 1 of said Restrictive Covenants and Paragraph A of said Declaration of Common Drive Easement Rights and Responsibilities for the maintenance and management of the Common Drive (which may alternatively be referred to as the Proposed Road and Parcel X shown on the plan of land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@.

Each present and future holder of any interest in Lots 1-8, inclusive as shown on Plan shall hold said interest subject to the provisions of this trust and any By-Laws or Rules and Regulations promulgated in pursuance of the powers conferred to the Trustees hereunder.

Section 2.     Applicability of Trust

The provisions of this Trust are applicable to the maintenance of said Common Drive and to the use thereof, and to the maintenance of Parcel X and to the use thereof. All present and future owners, mortgagees, assignees, visitors, tenants, and occupants of Lots 1-8, inclusive (hereinafter referred to as the lots in question) are subject to this trust, any By-Laws, Rules and Regulations, and all covenants, agreements, restrictions, easements and declarations of record (“Title Conditions”). The acceptance of a deed of conveyance or the entering into of a lease, or the act of occupancy of any of the lots in questions shall constitute an agreement that this Trust,

any By-Laws, or Rules and Regulations, and the Title Conditions are accepted, ratified and will be complied with.

Section 3. Office

The office of this trust and the trustees shall be located at @@, or at such other places which may be designated by the Trustees.

ARTICLE II - Trustees

Section 1. Number

Until such time as the transfer of title by Yvon Cormier Construction Corp. of all of the lots in question, John M. Cormier and Robert O. Cormier shall serve as Trustees, who shall comprise the Board of Trustees of 47.5-57 Kimball Road Homeowners Trust.

Section 2. Qualification

The Trustees (aside from the original two appointments) shall be owners of any three lots in question. If all the lots in question are owned by the same owners, then there need only be one Trustee elected.

Section 3. Voting

The voting interest of each lot in question shall be held and exercised as a Unit, and shall not be divided among several owners of any such lot. To that end, whenever any lot is owned of record by more than one person or entity, the several owners of such lot shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the right appertaining to such lot hereunder; and (b) notify the Trustees of such designation by a notice, in writing, signed by all of the record owners of such lot. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice, the Trustees may designate any one such Owner for such purposes.

Section 4. Election and Term

Nomination for election to the Board of Trustees shall be made by the lot owners. The lot owners shall by majority vote, elect three Trustees for a term of two (2) years. At the end of each term, the successors shall be elected for a two-year term. A person is able to succeed himself or herself as Trustee.

The term of office will commence at the annual meeting of the lot owners (or special meeting in lieu thereof), at which the Trustee was elected, and shall end at the annual meeting (or

special meeting in lieu thereof), at which such Trustee's successor is to be elected, except that the term of any Trustee elected to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

#### Section 5. Resignation and Removal; Vacancies

Any Trustee of the Board may resign at any time by written notice to the remaining Trustee.

Any Trustee may be removed for cause by a majority vote of the lot owners' total voting power at any annual or special meeting provided that notice of such removal vote shall have been mailed or hand delivered to all lot owners at least fourteen (14) days prior to such meeting. In the event of any dispute, upon the application of any one lot owner, such Trustee may be removed by order of any court of competent jurisdiction.

Members of the Board shall serve until their respective successors have been elected, or until death, resignation, or removal; provided that if any member ceases to be a lot owner, his membership on the Board shall thereupon terminate. When a vacancy on the Board occurs due to death, resignation, removal or a member's no longer being an Owner, or due to any other cause, the remaining member of the Board shall call a special meeting of the lot owners, at which time any unexpired term shall be filled by the lots owners. If all positions on the Board are vacant at the same time, the lot owners shall fill said vacancies. If the vacancy in the office of the Trustee shall continue for more than 60 days and at the end of that time remain unfilled, a Trustee to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any lot owner and upon notice to all lot owners and such other, if any, parties in interest to whom the court may direct that notice be given.

The foregoing provisions of this section notwithstanding, despite any vacancy in the office of Trustee, the remaining or surviving Trustee shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

#### Section 6. Meetings

Regular meetings of the Board shall be held at least once a year, at such time and place as shall be determined from time to time by a majority of the members of the Board. Special meetings of the Board may be called by any member of the Board. Notice of regular and special meetings shall be given in hand or mailed to each member of the Board at least five days prior to said meeting. The notice of meeting shall set forth the time and place of the meeting, and in case of a special meeting, the purpose for which it is being called.

Such notice shall be deemed waived by any member of the Board who expressly waives the same in writing.

Section 7. Quorum

A majority of the Board shall constitute a quorum for the transaction of business, but less than a quorum may transact business if the remaining members of the Board subsequently assent in writing to the decisions of the Board by signing a copy of the Board minutes. When a quorum is present at any meeting, the votes of a majority of the members in attendance shall decide any business brought before such meeting.

Section 8. Action by Consent

The Board may also transact without a meeting, any business which it is authorized to transact at a meeting, provided that the members of the board unanimously assent to the decisions of the Board concerning such business by signing the official record of said decisions to be filed with the records of the Board.

Section 9. Liability of the Board - Indemnity of Trustees

The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board of Trustees against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liability in contract and in tort, and liability for damages, penalties and fines, unless such contract shall have been made in bad faith or contrary to the provisions of the Trust Deed or of the By-Laws.

The original Board of Trustees is specifically authorized to contract for goods or service with the Developer or employees or affiliates of it, whether or not such persons are then members of the Board of Trustees, and no such contracting shall be deemed to involve a conflict of interest.

It is intended that the liability of any lot owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the Board of Trustees shall be limited to such proportion of the total liability thereunder, as his voting interest bears to the voting interests of all the lot owners.

The Board of Trustees may purchase such liability insurance as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the trust.

Each lot owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the trust and for his proportionate share of any claims involving the Trust Property in excess thereof.

Section 10. Powers and Duties

The Board of Trustees shall have all the powers and duties necessary for the administration of the affairs of the trust, and may do all things subject to and in accordance with all applicable provisions of law. Such powers and duties shall include, but shall not be limited to, the following:

- (a) to make provisions for the operation, care, upkeep, maintenance and improvement of the Common Drive;
- (b) to determine the common expenses required for the affairs of the trust, if any;
- (c) to collect any common expenses from a lot owner;
- (d) to open any bank accounts on behalf of the trust and to delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the trust;
- (e) to obtain and maintain, to the extent obtainable, policies of fire, casualty and physical damage insurance for the roadway and its use, a public liability insurance policy and such other insurance as required by the terms hereof, by law or as the Board may determine, pursuant to the provisions of Article V, Section 7 hereof;
- (f) to make repairs, additions and improvements to, or alterations of the roadway, and repairs to and restoration of the roadway, in accordance with the other provisions of the trust;
- (g) to enforce obligations of lot owners in accordance with Article V hereof;
- (h) to employ and contract for such legal and accounting services necessary or proper for the operation of trust, or the enforcement of any provisions of the trust, the By-Laws and the trust Rules and Regulations;
- (i) to employ, appoint and remove such agents, managers, brokers, engineers, architects, employees and servants as they shall deem proper for conducting the business of the Association; the Board of Trustees may define their respective duties, and fix and pay their compensation, and the Directors shall not be answerable for the acts and defaults of any such person;
- (j) to receive a conveyance of the land constituting the Drive and improvements thereon or to otherwise convey the same;
- (k) to adopt and amend by-laws for the trust and/or rules and regulations concerning the details of the use, upkeep and preservation of the Drive and/or Parcel A;

(l) generally, in all matters not herein otherwise specified, to control and to do each and everything necessary, suitable, convenient or proper for the accomplishment of the purposes of the trust or incidental to the powers conferred herein; and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the trust.

Section 11. Fidelity Bonds

If voted by the lot owners, the Board of Trustees shall obtain adequate fidelity bonds for all officers and employees of the trust handling or responsible for trust funds. The premium on such bonds shall constitute a common expense.

Section 12. Authority, Reliance

Any instrument signed by one or more of the Trustees and acknowledged before a notary public shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of the execution and delivery of that instrument, such Trustees were, by appropriate vote of the Board of Trustees, authorized to execute and deliver the same.

Section 13. Compensation

No Trustee shall receive any compensation from the Association for acting as such.

ARTICLE III - Lot Owners

Section 1. Annual Meeting

Within forty-five (45) days after title to any five lots has been conveyed, the first annual meeting of lot owners shall be held at such reasonable place and time as may be designated by the Trustees. Written notice of said meeting shall be mailed or delivered to lot owners of record not less than ten (10) days prior to the date fixed for said meeting. Thereafter, annual meetings shall be held on the second Tuesday in March of each succeeding year. At such meetings, the members of the Board of Trustees shall be elected by the lot owners in accordance with Article 2, Section 4. The lot owners may also transact such other business of the trust as may properly come before them. The Board of Trustees shall present a statement of common expenses and assessments for the preceding fiscal year, itemizing receipts and disbursements, and a proposed budget of the estimated common expenses and assessments for the current fiscal year. Copies of the minutes of the annual meeting, including copies of the said statement and budget, shall be available to each lot owner.

Section 2. Special Meetings

Special Meetings of the lot owners (including a meeting in lieu of an annual meeting)

may be called at any time for the purpose of considering matters which by the terms of the trust require the approval of the owners, or for any other reasonable purpose. Any Member of the Board of Trustees may call a special meeting or a special meeting may be called upon written request signed by at least two lot owners (including one Trustee) and delivered to the Board of Trustees.

### Section 3. Notice

Written notice of the special meeting, designating the place, day and hour thereof, shall be given by the Board of Trustees to the lot owners at least seven (7) days prior to the date so designated. In the event of an emergency requiring immediate lot owner action, the Board of Trustees shall give written notice by mail or hand delivery, or shall notify the lot owners by telephone of such meeting place, day and time, which may be less than seven days from the day of notice. Such notice may be deemed waived by any owner who expressly waives the same in writing, or who is present at any such meeting.

### Section 4. Notice of Meetings

It shall be the duty of the Board of Trustees to mail or deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each lot owner of record at least seven (7) days prior to the date so designated. Such notice may be deemed waived by any owner who expressly waives the same in writing, or who is presently at any such meeting.

Whenever, at any meeting, the Trustees propose to submit to the lot owners any matter with respect to which specific approval of, or action by the lot owners is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter.

Every notice to any lot owner required under this trust, which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust hereby created, or which may be ordered in judicial proceedings, shall be deemed sufficient and binding if in writing, addressed to the owner of such lot last appearing on the trust records, postage prepaid, to such person at his address last appearing on the trust records, if other than the lot, or else mailed or delivered to the lot at least seven (7) days prior to the date fixed for the happening of the matter or event of which such notice is given. The owner or owners of the such lot shall have the responsibility of providing the trust with the name of the present owners of the lot, and any address other than the lot to which they desire notices to be mailed, as to which matters the Trustees shall have no duty of inquiring beyond their records.

### Section 5. Quorum - Adjournment of Meetings

Except as may be otherwise provided in this trust, the presence, in person or by proxy, of owners holding the owner's total voting power shall constitute a quorum. Less than a quorum

may transact business if the owner not present subsequently assents to the decisions made at said meeting by signing a copy of the minutes thereof to be filed with records of the trust.

When a quorum is present, all of the owners' total voting power present, in person or by proxy, shall decide any business brought before the meeting. If any meeting of the trust cannot be held because a quorum has not attended, the owner who is at the meeting may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6.     Voting

The voting member from each lot selected pursuant to Article 2, Section 3 hereof, or any person designated by such voting member to act as proxy on his behalf, shall be entitled to cast the votes appurtenant to such lot at any meeting of lot owners. The designation of any such proxy shall be made in writing to the Board of Trustees and shall be revocable at any time by written notice to the Board of Trustees by the voting member so eligible to vote. Each lot shall be entitled to cast as its vote one (1) vote.

Section 7.     Action Without Meeting

Any action to be taken by the lot owners may be taken without a meeting if all lot owners entitled to vote on the matter consent to the action by writing, filed with the records of the meetings of lot owners. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE IV - Operation of the Property

Section 1.     Determination of Common Expenses and Fixing of Common Charges

The Board of Trustees shall, from time to time, and at least annually, prepare a budget for the trust, determine the amount of common charges payable by the lot owners to meet the Common Expenses of the trust, and allocate and assess such common charges among the lot owners according to their respective voting interest. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Trustees pursuant to Section 7 of this Article.

The Common Expenses shall also include such amounts as the Board of Trustees may deem proper for the operation, repair and maintenance of the Common Drive and Parcel X, including without limitation, an amount for working capital of the trust, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses of any prior year.

Lot owners will not be entitled to any proration or refund of their applicable share of the operating reserve (working capital account) or monthly common charges from the said trust upon

the sale of said lot by said lot owners. Any proration or refund of said applicable share of the operating reserve (working capital account) or monthly common charges must be made between the said lot owners and their perspective purchasers.

The proposed budget showing the estimated Common Expenses and Owner Expenses shall be submitted to the annual meeting of the lot owner and shall be subject to change and approval at this meeting.

In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements thereof.

## Section 2. Payment of Common Charges

All lot owners shall pay the common charges assessed by the Board of Trustees monthly in advance, or at such other times, or in the manner as the Board of Trustees shall determine. Such charges shall be paid in full within thirty days after the same are rendered.

No lot owner shall be liable for the payment of any part of the Common Charges assessed against him or his lot or due subsequent to a sale, transfer or other conveyance by him, but shall continue to be personally responsible for such charges assessed to him or his lot and due prior to such sale, transfer or other conveyance.

Subject to the provisions of Section 6 of this Article, a purchaser of a Lot shall also be jointly liable with the previous owner for payment of Common Charges assessed and unpaid against said lot prior to the acquisition by him of such lot, except that a mortgagee or other purchaser of a lot at a mortgagee's foreclosure sale shall not be subject to a lien for the payment of common Charges assessed prior to the foreclosure sale.

Payment of Common Charges relative to the repair, maintenance and capital improvements to the Common Drive shall be in conformity with the provisions of the Declaration of Common Drive Easement Rights and Responsibilities recorded herewith.

## Section 3. Default in Payment of Common Charges and Assessments

The amount of each monthly Common Charge and any special assessments shall be a separate and distinct and personal liability of each lot owner (jointly and severally among the owners of each Lot) and if not paid when due, or upon expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount and at such rate (which amount or which rate need not be in proportion to the beneficial interest in this Association) as the Trustees shall determine. Suit to recover money judgments for unpaid Common Charges and unpaid assessments shall be maintainable and costs of suit, including a

reasonable attorney's fee, shall be recoverable in said suit.

Each lot owner, by acceptance of a lot deed, agrees to pay all costs and expenses incurred by the Trustees in collection of said assessment for Common Expenses, assessments and enforcement of said lien.

Section 4. Notice of Default to Mortgagees

Upon the default in payment of Common Charges and Assessments which remains uncured for a period of 60 days and/or the institution of court proceedings by the Board of Trustees to recover the same, the Trustees shall notify any first mortgagee of said default by the mortgagor of such Lot in the performance of the mortgagor's obligations under this Trust. Notice will be given only in those situations where the Trustees have been provided with the name and address of such first mortgagee by the mortgagee or lot owner.

Section 5. Sale of Lot - Statement of Common Charges

No owner shall sell, convey or lease his lot unless and until he shall have paid in full to the Board all such sums theretofore assessed by the Board against his lot, which are due and unpaid. Within ten (10) days after receiving an appropriate request and upon payment of a reasonable fee (to be set by the Board of Trustees), the Board shall supply a notarized certificate, executed by a majority of its members setting forth the amount of any unpaid Common Expenses and assessments assessed against any lot and any purchaser may rely on said certificate. Recording of said certificate in the Essex South District Registry of Deeds shall bind the trust as to matters set forth in said certificate.

The amount thereof which is then due and the amounts so stated shall be conclusively established as of such date in favor of 47.5-57 Kimball Road Homeowners Trust. This certificate shall be conclusive evidence of the facts stated therein, if signed by all Trustees and acknowledged before a notary public; and the same, when recorded in the Essex South District Registry of Deeds, shall operate to discharge the Lot from any lien for any sums then unpaid.

Section 6. Insurance

The Trustees shall obtain and maintain, to the extent available at reasonable costs, policies of casualty and physical damage insurance for the benefit and protection of the trust and all of the lot owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, such insurance to cover the Common Drive and Parcel X and all other insurable improvements forming part of the roadway areas and facilities.

Such insurance shall, insofar as practicable, be maintained in an amount not less than 100% of the replacement value of the insured property for insurance purposes, as determined by the Board of Trustees annually. Such policy shall insure against such hazards or risks as the

Board of Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, federal flood hazards, so called, to the extent that any of these coverages are available or applicable. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insured including all mortgagees of record; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the trust, the Trustees, the managers, agents, employees of the Board of Trustees or the trust, the lot owners, their respective employees, agents and guests; (c) for waiver of any defense based on the conduct of any insured; (d) to substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by lot owners; and (e) that such insurance shall not be prejudiced: (i) by any act or neglect of any owners or occupants of the lots, when such act or neglect is not within the control of the Trustees (or Owners) collectively, or (ii) by failure of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Directors (or Owners) collectively have no control.

The Board of Directors shall also so obtain and maintain to the extent available, policies of insurance with respect to the Common Drive areas and facilities, and Parcel X and facilities, for the benefit of the trust and all of the lot owners, which shall be in an amount of at least \$1,000,000.00 per occurrence or such other sum as the Board deems sufficient; for (a) comprehensive public and general liability insurance insuring each member of the Board and the owners, including the claims of any lot owner, and claims for property damage (this insurance, however, shall not insure against the individual liability for an owner for negligence occurring within his own lot); (b) workmen's compensation and employee's liability with respect to any manager, agent or employee of the Association, but excluding any independent agent or manager who shall provide the Board of Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Directors may waive such requirement in any particular instance in their discretion; and (c) such other insurance as the Board of Trustees may deem appropriate. All such insurance shall be in such accounts and forms as the Trustees in their discretion shall deem appropriate, and shall, insofar as practicable, contain the provisions as above set forth with respect to non-cancellation, waiver or subrogation, waiver of defense based on conduct of any insured, and non-contribution.

The cost of all such insurance obtained pursuant to this Article shall be a Common Expense.

The Trustees shall collect and receive all casualty loss proceeds, and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Article.

Section 7. Repair or Restoration, Improvements

In the event of any casualty loss to the Association property, the Trustees shall proceed with the necessary repairs, rebuilding or restoration of the same.

Section 8. Arbitration of Disputed Trustee's Action

In the event that any lot owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustees to any action of the Trustees under this trust, and such dispute shall not be resolved within thirty (30) days after such notice, then both the Trustees and the dissenting lot owner(s) shall select an arbitrator and a third shall be selected by the two arbitrators so designated to arbitrate the dispute. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties.

Section 9. Restriction on Use of Drive - Administration Rules and Regulations

(a) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances, and regulations of federal, state and local governments having jurisdiction shall be observed.

(b) The Directors may adopt, amend and rescind, from time to time, administrative rules and regulations governing the operations and use of the Common Drive areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Drive shall be binding on all of the lot owners. The Trustees may enforce the Rules and Regulations by imposition of fines and in any other manner permitted by law, including without limitation, court action for injunctive and/or mandatory relief and monetary damages.

(c) The Drive shall be used in accordance with the Declaration of Common Drive Easement Rights and Responsibilities dated @@, 2015 recorded herewith.

#### Section 10. Restriction on Use of Parcel X - Administration Rules and Regulations

(a) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances, and regulations of federal, state and local governments having jurisdiction shall be observed.

(b) The Directors may adopt, amend and rescind, from time to time, administrative rules and regulations governing the operations and use of Parcel X, and such restrictions on and requirements respecting the use and maintenance of Parcel X shall be binding on all of the lot owners. The Trustees may enforce the Rules and Regulations by imposition of fines and in any other manner permitted by law, including without limitation, court action for injunctive and/or mandatory relief and monetary damages.

#### Section 11. Mortgages

A lot owner who mortgages his Lot shall notify the Board of Trustees of the name and address of his mortgagee. The Board of Directors shall maintain such information by written records entitled "Mortgagees of Lot".

#### Section 12. Examination of Books

Books, accounts and records of the Association shall be open to inspection to any one or more of the Trustees and the lot owners and mortgagee of any lot at all reasonable times. Copies of trust, any By-Laws, and Rules and Regulations and plans of the Common Drive and Parcel X and improvements as the same may be amended from time to time, shall be kept at the office of the trust and shall be available for inspection as provided above. In addition, first mortgagees shall be entitled upon request to audited financial statements of the Association.

#### Section 13. Enforcement of Obligations of Lot Owners

The Board of Trustees is empowered to enforce obligations of the lot owners, including the power to levy fines against lot owners for violations of reasonable rules and regulations

established by the Trustees to govern the conduct of the lot owners. No fine may be levied for more than Fifty (\$50.00) Dollars for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the lot owner or owners involved as if the fines were common charges owed by the particular lot owner or owners.

In the case of persistent violation of the rules and regulations by a lot owner, the Trustees shall have the power to require such lot owner to post a bond to secure adherence to the rules and regulations.

#### Section 14. Notice of Transfer

Immediately upon the transfer of any Lot, by sale, lease, gift, devise, intestate succession, death of a joint tenant or otherwise, either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address of the acquiring Owner and the date of the transfer.

### ARTICLE V - Amendments

#### Section 1. Amendments

The Trustees, with the consent in writing of the lot owners entitled to seventy five (75%) percent of the voting interest of this trust may at any time, and from time to time, alter, amend, add to or change this trust or any by-laws in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change shall impose any additional liability upon the Trustees or invalidate the immunities and indemnities in favor of the Trustees hereunder.

Any amendments, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of a deed by the Trustees, if there be at least two then in office (or one Trustee, if there be only one in office) setting forth in full the amendments, alteration or change.

Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

### ARTICLE VI - General Provisions

Section 1. Invalidity

The invalidity of any part of this trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of the trust.

Section 2. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this trust or the intent of any provisions thereof.

Section 3. Waiver

No restriction, condition, obligation or provisions contained in this trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 4. Further Rights of Mortgage Holders

Upon written request to the Trustees, identifying the name and address of the holder and the lot in question, any such eligible mortgage holder will be entitled to written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Drive and Parcel A;
- (b) Any delinquency in the payment or assessments or charges owed by a lot owner which remain uncured for a period of sixty (60) days; and
- (c) Any lapse, cancellation or material modification of an insurance policy maintained by the trust (see also the 30 day modification provisions regarding insurance set forth in prior section).

Section 5. Termination

This trust shall terminate in any event NINETY (90) years from the date of death of Robert O. Cormier, if not earlier terminated by action of the lot owners. Upon termination, all monetary assets of the trust shall be distributed pro-rata to the lot owners in accordance with their voting interest after adjustment for any past due charges and assessments for any particular lot or lots.

IN WITNESS WHEREOF, John Cormier and Robert O. Cormier in acceptance of this trust hereunto set their hands and seals this @ day of @, 2015.

\_\_\_\_\_  
John Cormier

\_\_\_\_\_  
Robert O. Cormier

COMMONWEALTH OF MASSACHUSETTS

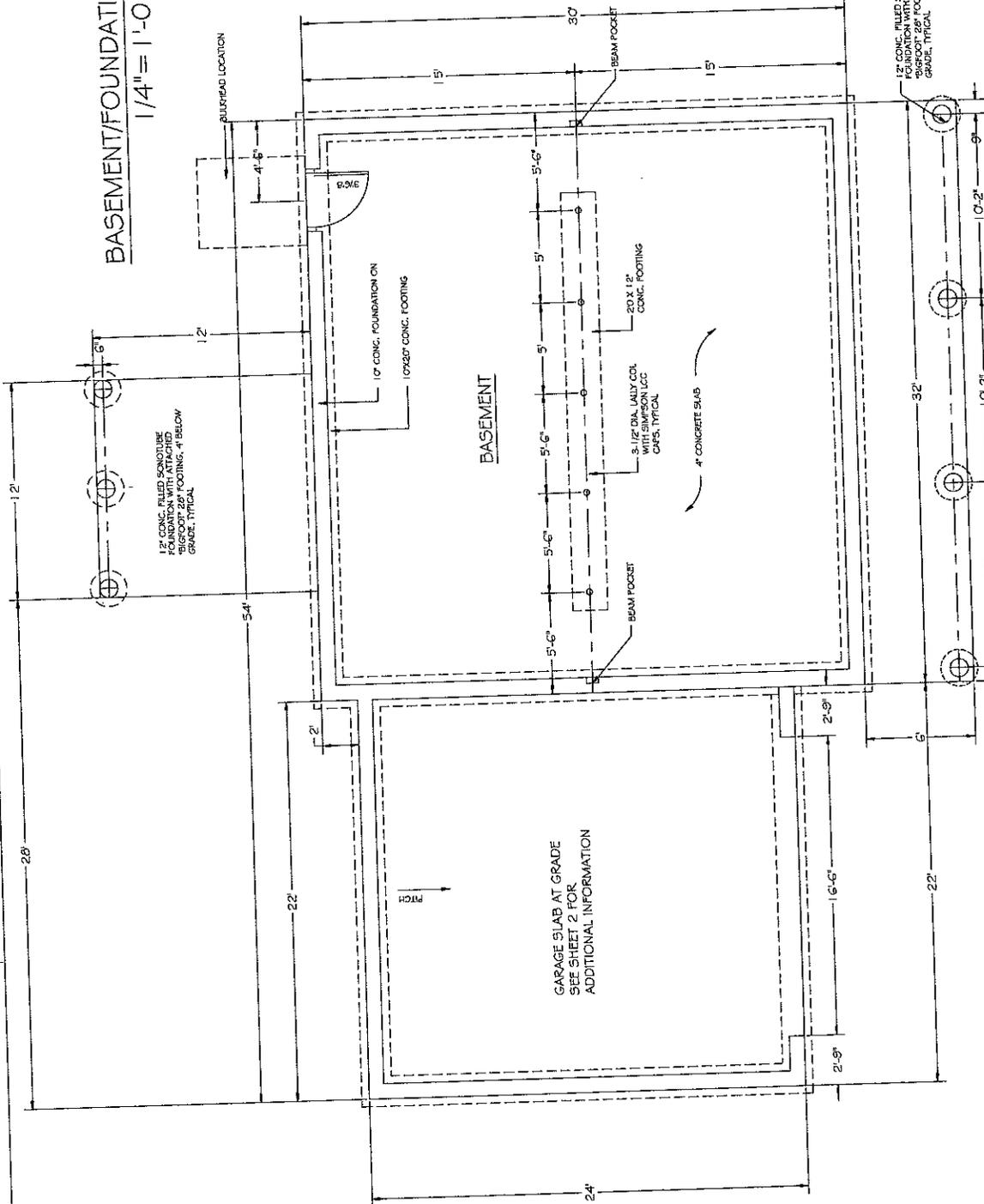
Essex, ss.

On this     day of                     , 2015, before me, the undersigned notary public, personally appeared John Cormier and Robert O. Cormier, proved to me through satisfactory evidence of identification, which were driver's licenses and personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public –  
My Commission Expires:

# BASEMENT/FOUNDATION PLAN

1/4" = 1'-0"



12" CONC. FULLED SQUARES  
 WITH SIMPSON LCC  
 20 X 12" CONC. FOOTING,  
 4" BELOW  
 GRADE, TYPICAL

10" CONC. FOUNDATION ON  
 10" X 20" CONC. FOOTING

BASEMENT

GARAGE SLAB AT GRADE  
 SEE SHEET 2 FOR  
 ADDITIONAL INFORMATION

8 1/2" DIA. LALLY COL.  
 WITH SIMPSON LCC  
 CAPS, TYPICAL

4" CONCRETE SLAB

12" CONC. FULLED SQUARES  
 WITH SIMPSON LCC  
 20 X 12" CONC. FOOTING,  
 4" BELOW  
 GRADE, TYPICAL

PROPOSED NEW CONSTRUCTION

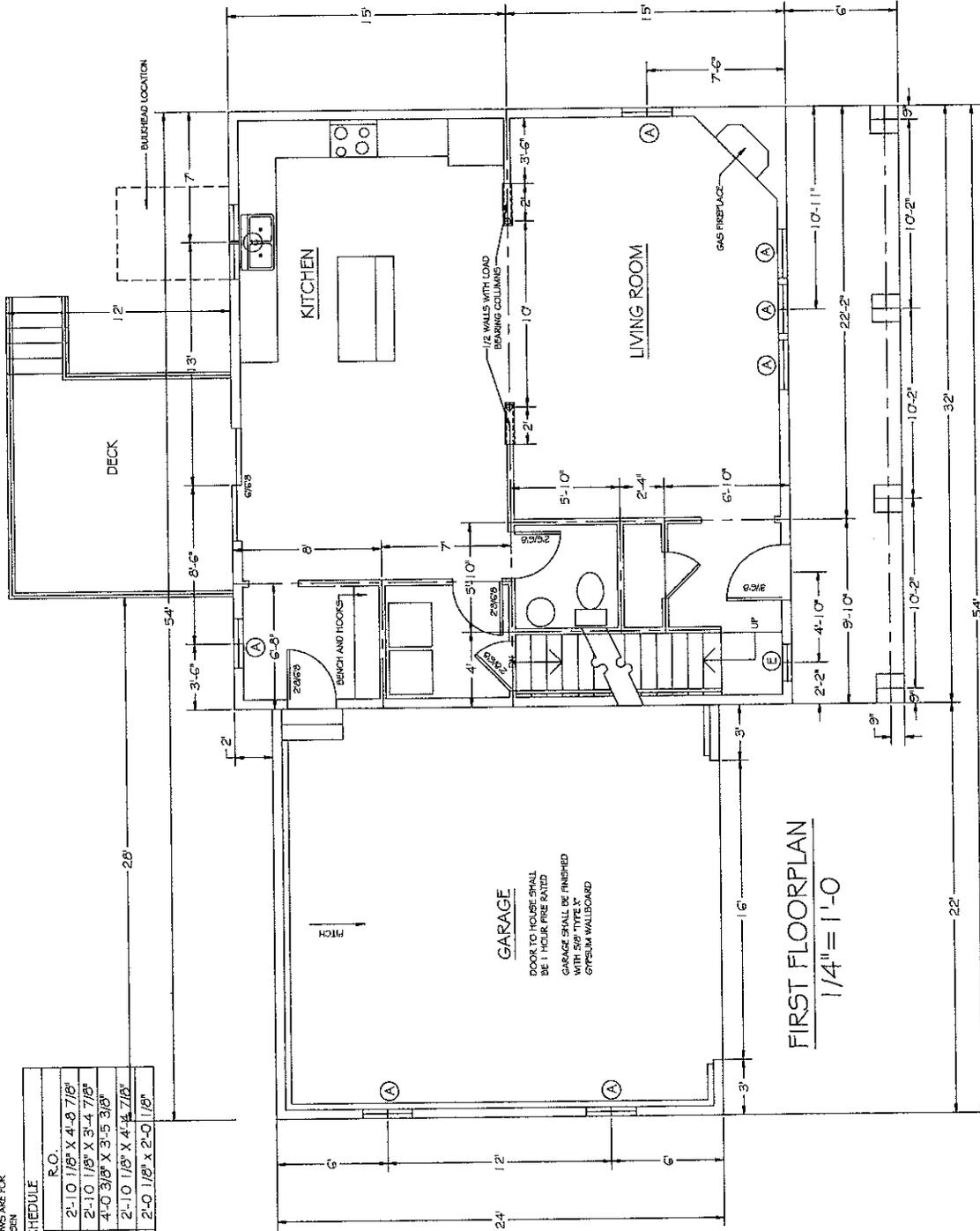
MARY CORMIER, LLC  
 64 SCHOOL STREET  
 MERRIMAC, MA.

APRIL 27, 2016

MARTHA MACINNIS  
 55 REGENT AVE.  
 BRADFORD, MA. 01 835  
 (978) 374-8719

MODEL NUMBERS SHOWN FOR WINDOWS ARE FOR THOSE AS MANUFACTURED BY ANDERSEN

WINDOW SCHEDULE		
No.	Model	Type
A	2846	DH
B	2832	DH
C	C235	Casement
D	2842	DH
E	A21	Awning



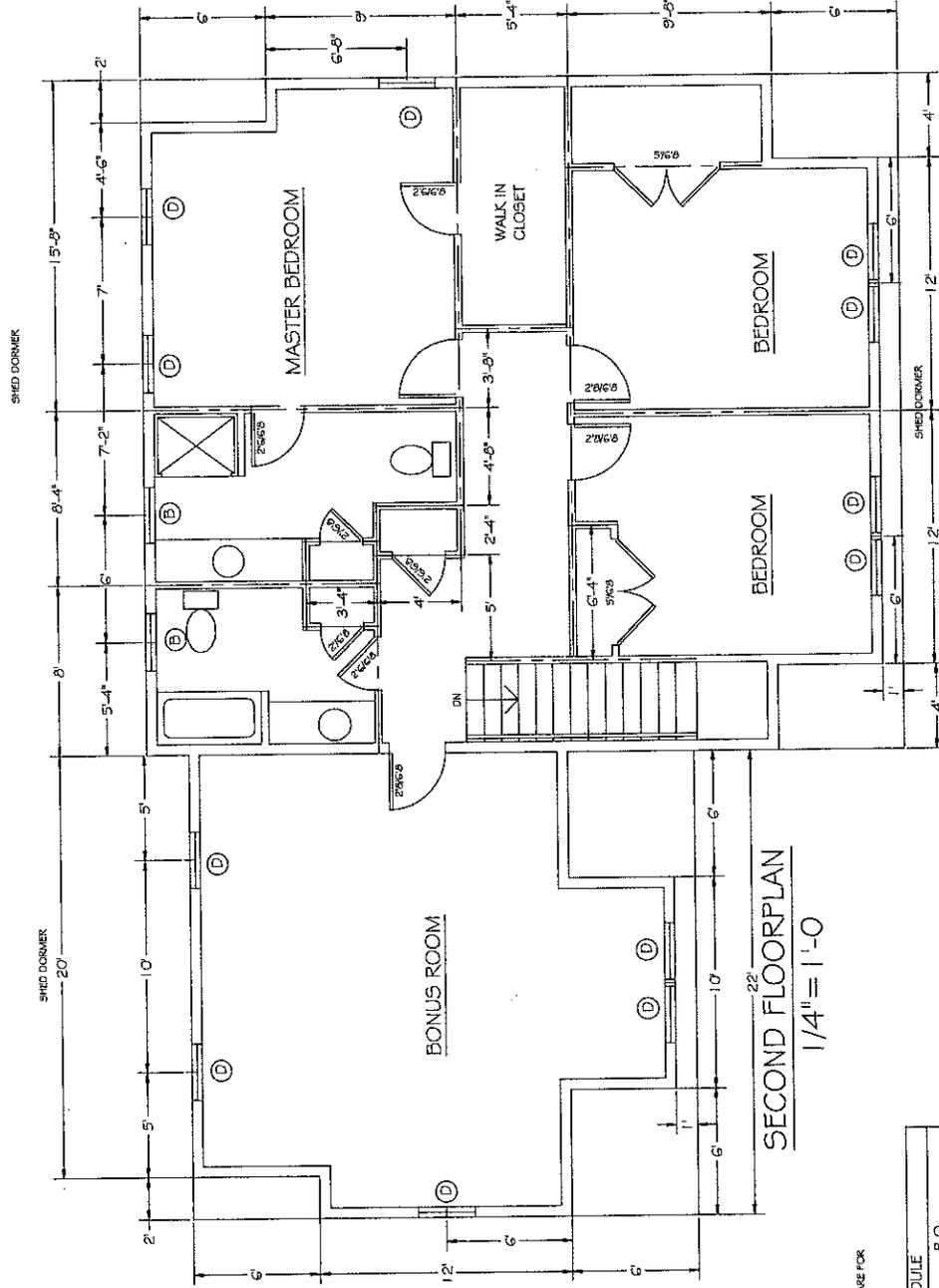
APRIL 27, 2016

2

MARY CORMIER, LLC  
64 SCHOOL STREET  
MERRIMAC, MA.

PROPOSED NEW CONSTRUCTION

MARTHA MACINNIS  
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BRADFORD, MA. 01835  
(978)374-8719



SECOND FLOOR PLAN  
1/4" = 1'-0"

MODEL NUMBERS SHOWN FOR WINDOWS ARE FOR  
THOSE AS MANUFACTURED BY ANDERSEN

WINDOW SCHEDULE		
No	Model	Type
A	284G	DH
B	2032	Casement
C	C235	DH
D	2842	DH
E	A21	Awning

R.O.  
2'-10 1/8" X 4'-3 7/8"  
2'-10 1/8" X 3'-4 7/8"  
4'-0 3/8" X 3'-5 3/8"  
2'-10 1/8" X 4'-4 7/8"  
2'-0 1/8" X 2'-0 1/8"

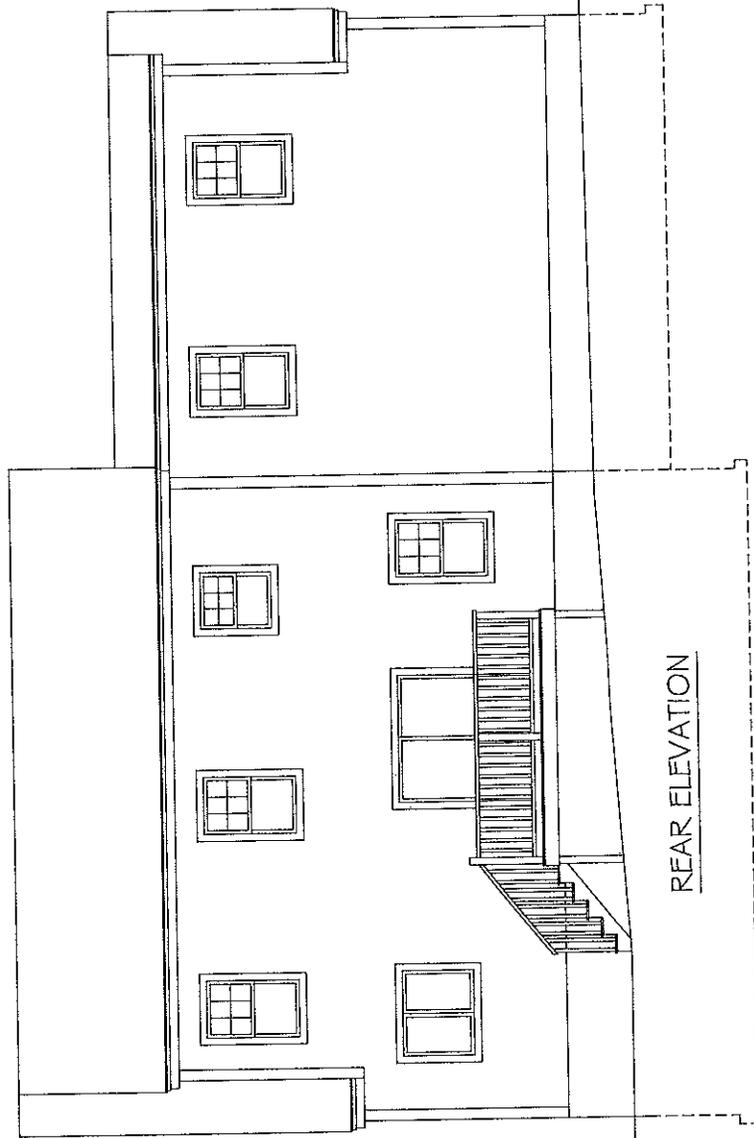
APRIL 27, 2016

3

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REAR ELEVATION

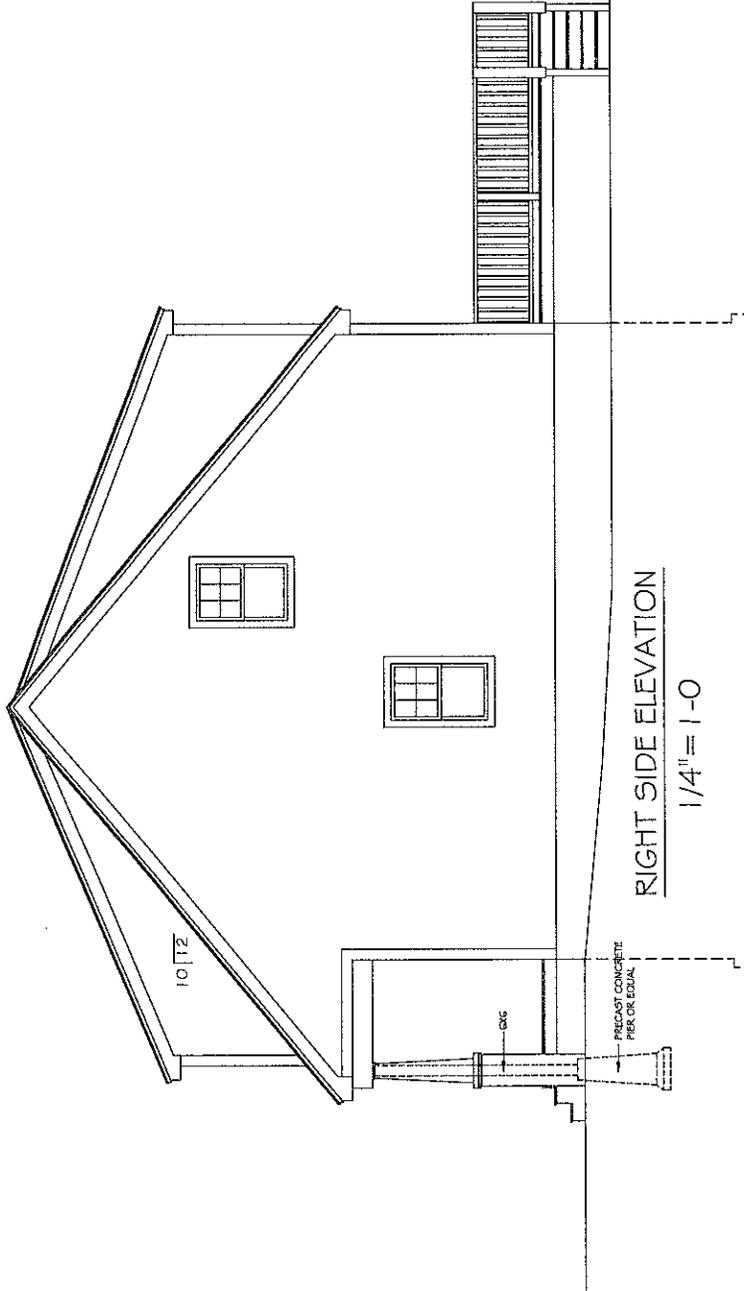
APRIL 27, 2016

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MERRIMAC, MA.

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(978)374-8719



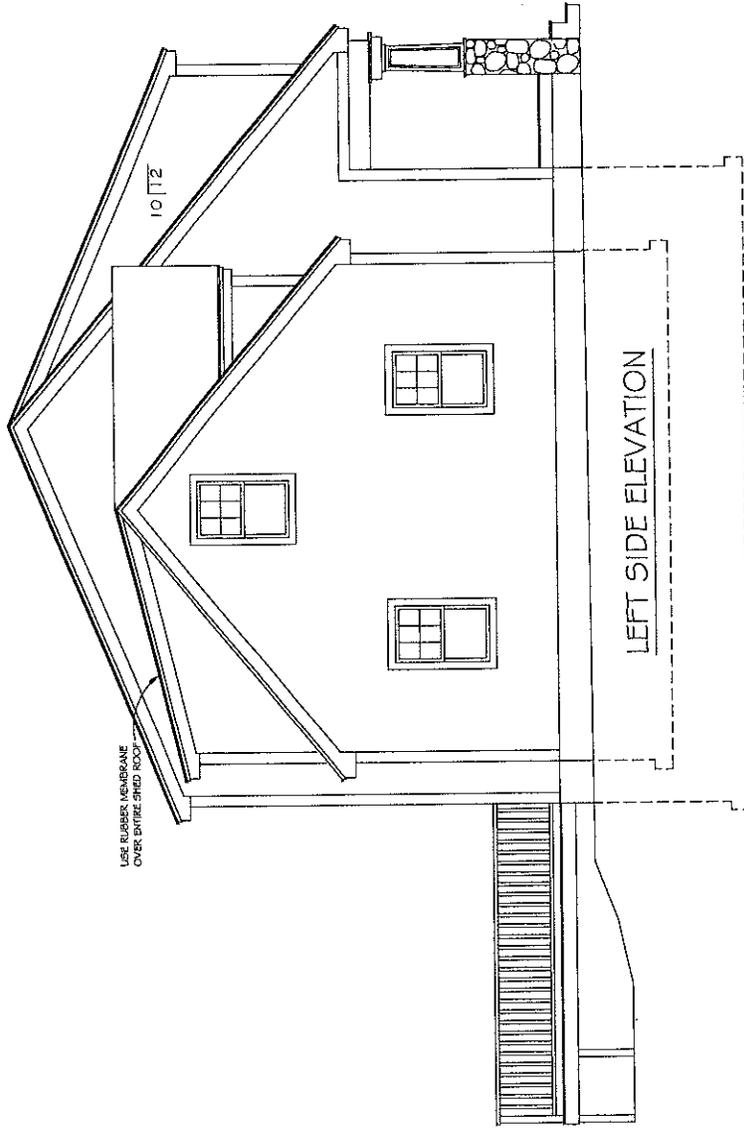
APRIL 27, 2016

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MERRIMAC, MA.

PROPOSED NEW CONSTRUCTION

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USE RUBBER MEMBRANE  
OVER ENTIRE SHED ROOF

10 | 12

LEFT SIDE ELEVATION

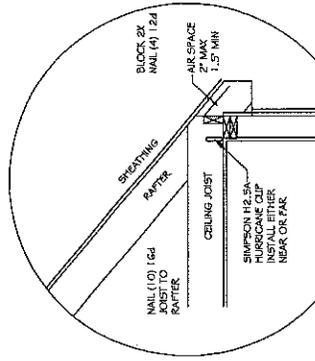
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7

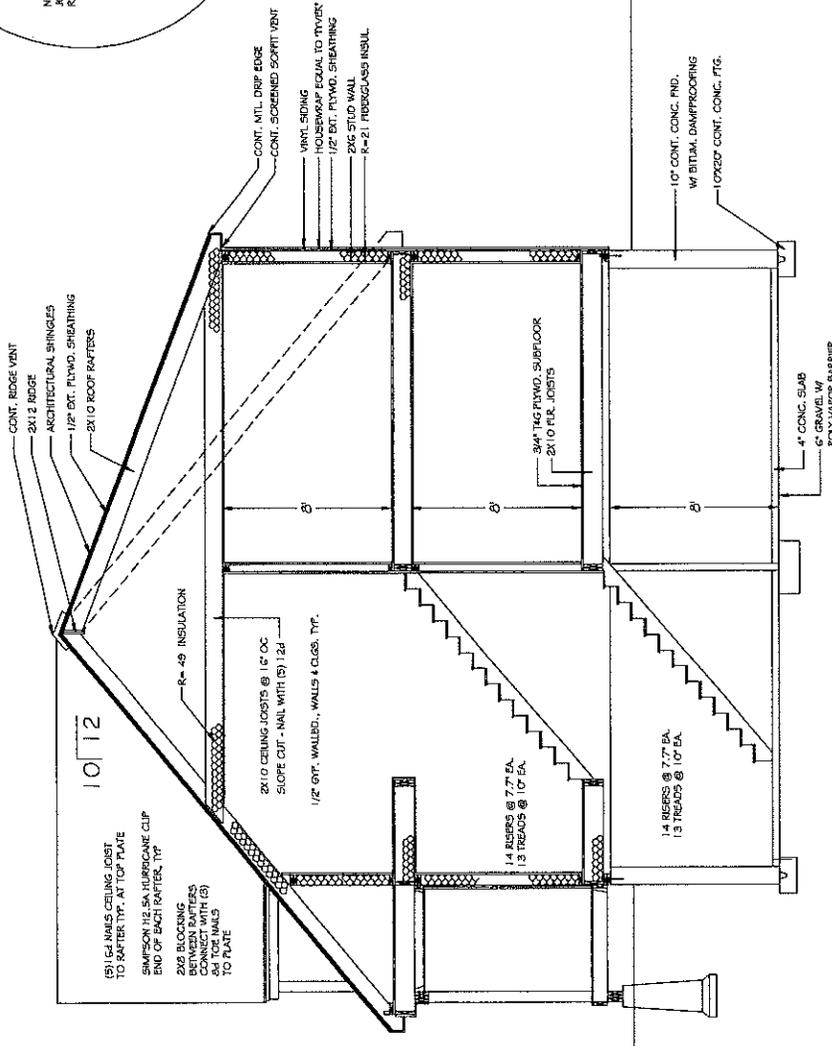
MARY CORMIER, LLC  
64 SCHOOL STREET  
MERRIMAC, MA.

PROPOSED NEW CONSTRUCTION

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TYP. EAVE BLOCKING DETAIL  
AT LAPPED CEILING JOIST



TYPICAL WALL SECTION  
1/4" = 1'-0"

NOTE:  
ANCHOR BOLTS SHALL BE 1/2" DIA.  
@ 6' O.C., NOT MORE THAN 12" FROM  
CORNERS. BOLTS SHALL EXTEND  
A MIN. OF 7" INTO CONCRETE

MARCH 21, 2016

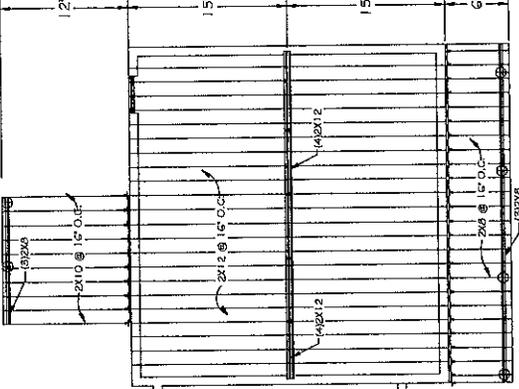
8

MARY CORMIER, LLC  
64 SCHOOL STREET  
MERRIMAC, MA.

PROPOSED NEW CONSTRUCTION

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ALL WOOD USED FOR DECK AND FRONT PORCH CONSTRUCTION SHALL BE PRESSURE TREATED

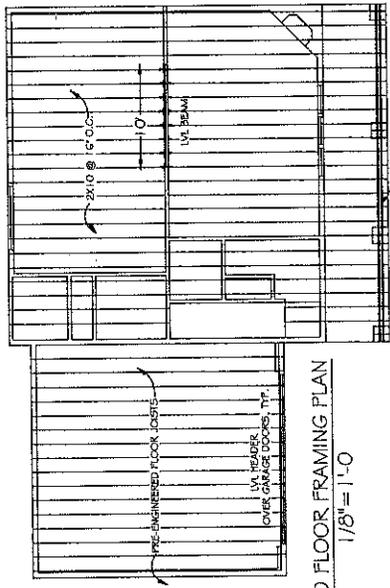


SEE SHEET 1.0 FOR ADDITIONAL GARAGE FRAMING REQUIREMENTS

FIRST FLOOR FRAMING PLAN  
1/8" = 1'-0"

USE ENG POSTS AT SKOTUBERS WITH SIMPSON A506C BASE WITH 1/2" ANCHOR BOLTS AND PAIR SIMPSON A45 OR A45C CAPS

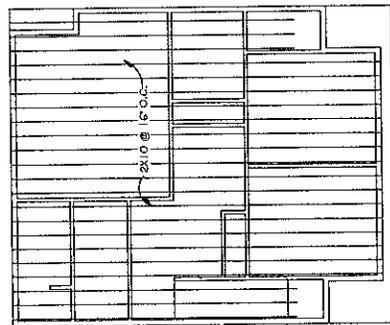
NOTE: SET WALL HEIGHT TO ACCOMMODATE DIFFERENCE IN FLOOR JOISTS - FLOORS TO BE FLUSH



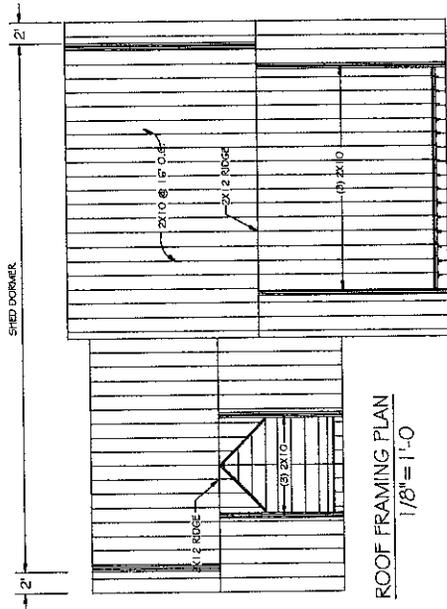
SECOND FLOOR FRAMING PLAN  
1/8" = 1'-0"

READERS:

- (S) 2X6 AND PILED, FILLERS - MAX SPAN = 4'-4"
- (S) 2X6 AND PILED, FILLERS - MAX SPAN = 5'-4"
- (S) 1-3/4" X 3-1/4" LVL - MAX SPAN = 10'-0"



CEILING JOIST FRAMING PLAN  
1/8" = 1'-0"



ROOF FRAMING PLAN  
1/8" = 1'-0"

SIMPSON HURRICANE CLIP END OF EACH RAFTER, TOP (S) 6d NAILS CEILING JOIST TO RAFTER TOP, AT TOP FLANGE

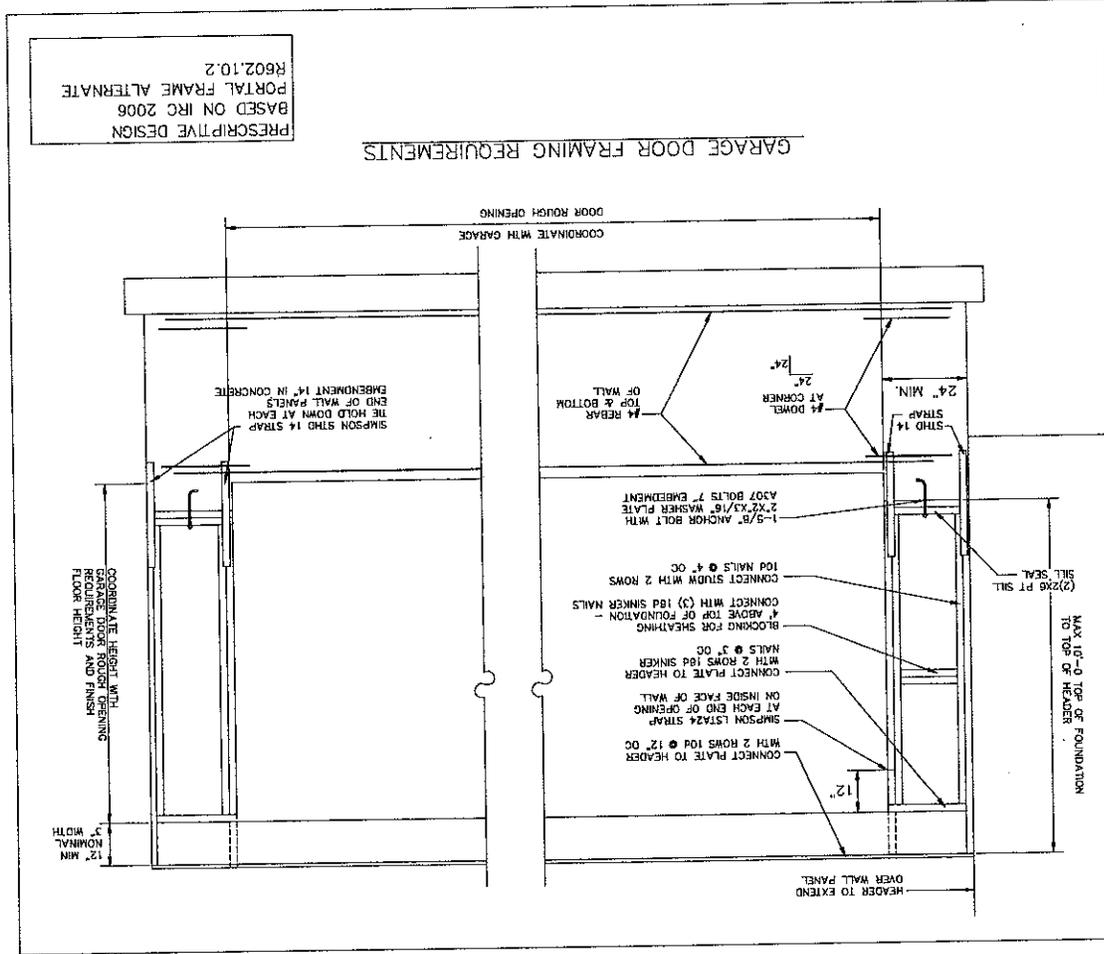
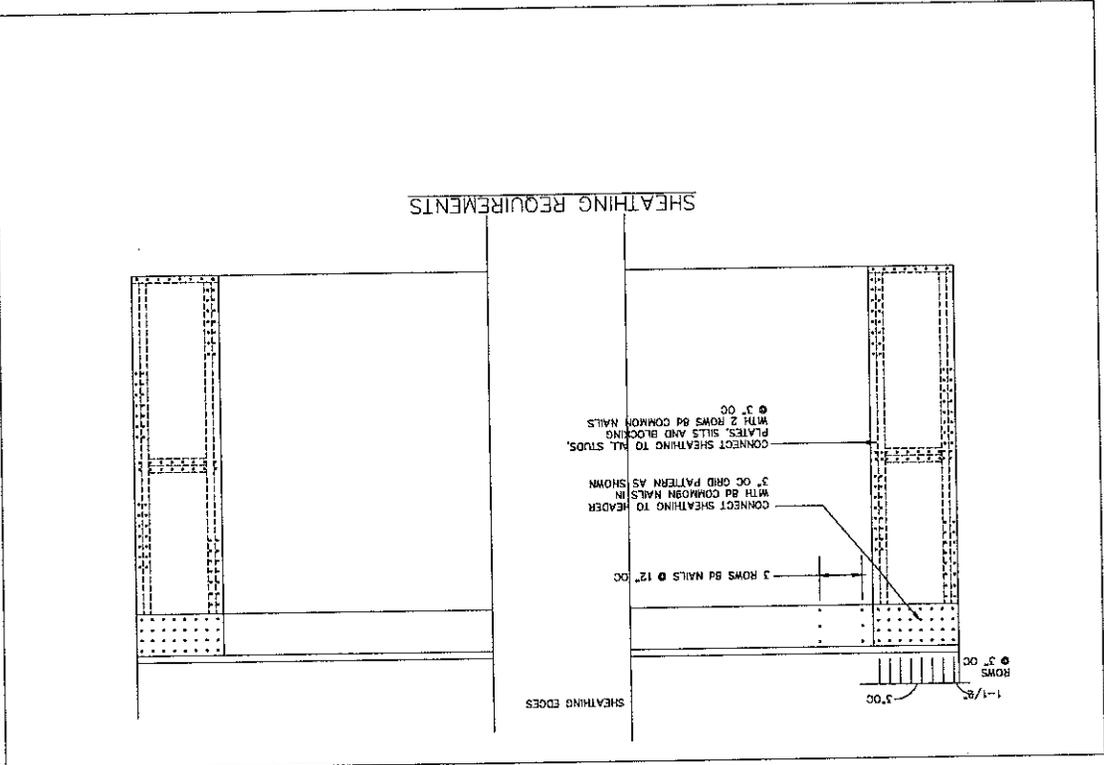
PROPOSED NEW CONSTRUCTION

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58 REGENT AVE.  
BRADFORD, MA. 01835  
(978)374-8719

MARY CORMIER, LLC  
64 SCHOOL STREET  
MERRIMAC, MA.

APRIL 27, 2016

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PRESCRIPTIVE DESIGN  
 BASED ON IRC 2006  
 PORTAL FRAME ALTERNATE  
 R602.10.2

10

MARY CORMIER, LLC  
 64 SCHOOL STREET  
 MERRIMAC, MA.

PROPOSED NEW CONSTRUCTION

MARTHA MACINNIS  
 58 REGENT AVE.  
 BRADFORD, MA. 01835  
 (978)374-8719

MARCH 21, 2016

**EXTERIOR DECKS, PORCHES AND STAIRS**

DECKS, PORCHES AND EXTERIOR STAIRS TO BE DESIGNED FOR THE FOLLOWING LOADS:

- 1. UNIFORM DEAD LOADS: 10 PSF MINIMUM
- 2. UNIFORM LIVE LOADS: 40 PSF OR 300 LBS. CONCENTRATED LOAD
- 3. WIND LOADS: AS SHOWN OR IF APPLICABLE AND WIND LATERAL AND UPLIFT FORCES
- 4. SNOW LOADS: AS SHOWN OR IF APPLICABLE AND WIND LATERAL AND UPLIFT FORCES

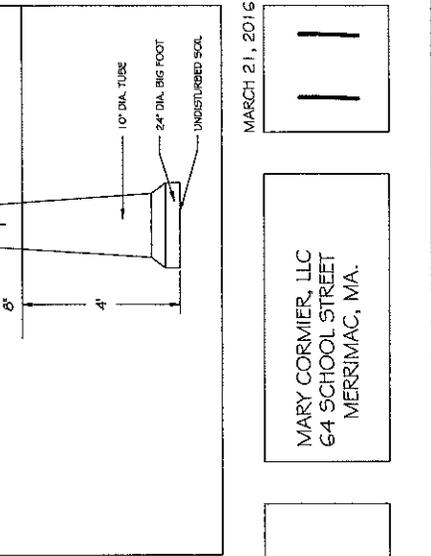
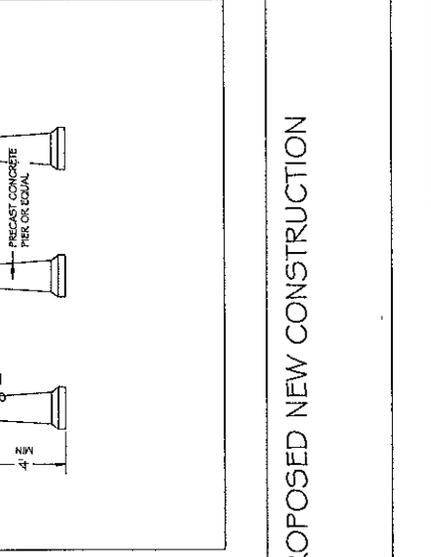
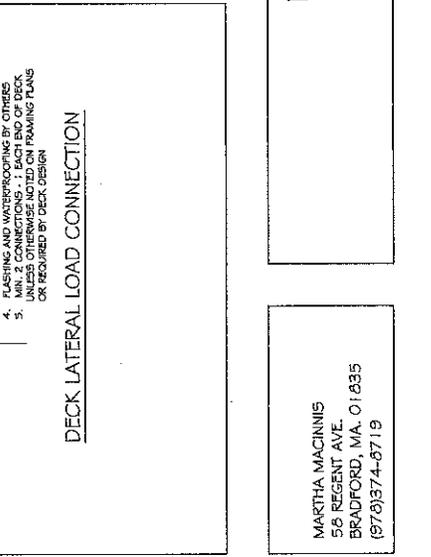
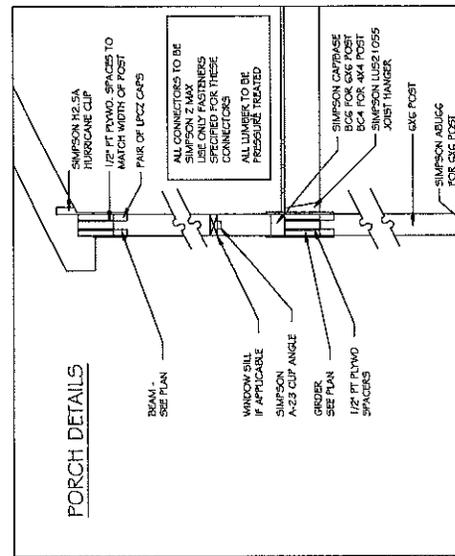
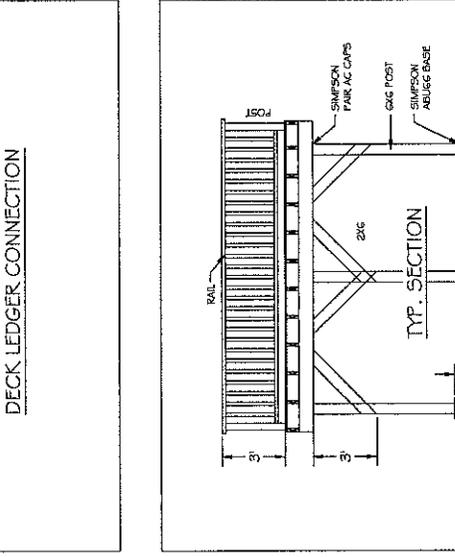
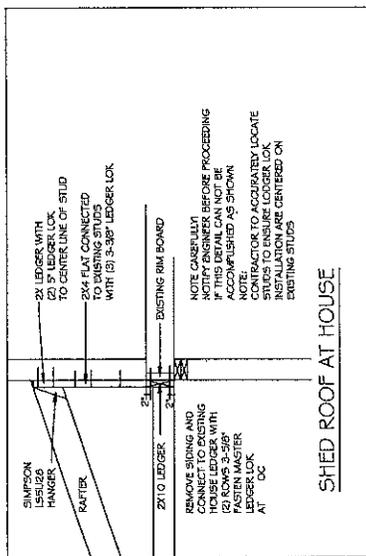
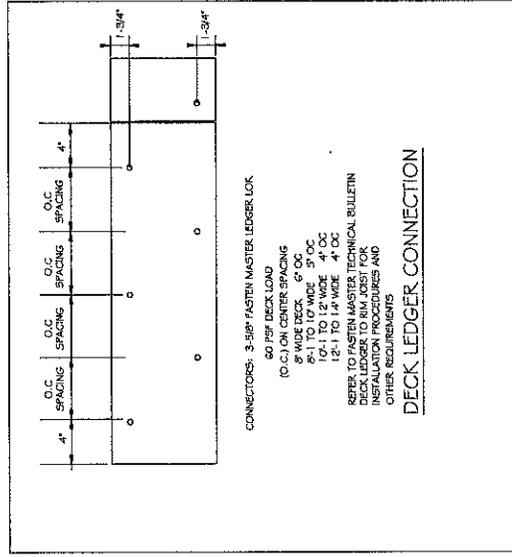
DECK CONSTRUCTION IS COVERED IN SECTION R502.2.2 OF THE 07th EDITION INTERNATIONAL RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE (ICDC-09) AND SECTION R502.2.3 OF THE 08th EDITION INTERNATIONAL RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE (ICDC-09). NOTE: NEW SECTION R502.2.3 REQUIRES A DECK LATERAL LOAD CONNECTION REFER TO AMERICAN FOREST & PAPER ASSOCIATION (AF&PA) WWW.AFPA.ORG A PREScriptive RESIDENTIAL WOOD DECK CONSTRUCTION GUIDE (DCAG-09) MASS AMENDMENT R301.1.1 CONSULT A REGISTERED DESIGN PROFESSIONAL FOR ITEMS THAT ARE NOT IN COMPLIANCE WITH THIS GUIDE

SIMPSON STRONG TIE ALSO PUBLISHES HELPFUL GUIDES TO DECK CONSTRUCTION ALL WOOD FRAMING MATERIALS TO BE PRESSURE TREATED

ALL EXTERIOR CONNECTIONS TO BE CORROSION PROTECTED.

CONTRACTOR TO COORDINATE TYPE OF CORROSION PROTECTION REQUIRED WITH THE TYPE OF PRESSURE TREATED LUMBER SUPPLIED

EXTERIOR FRAMING AND THE CONNECTION MANUFACTURERS RECOMMENDATIONS



MARTHA MACINNIS  
5.6 REGENT AVE.  
BRADFORD, MA. 01835  
(978)374-8719

PROPOSED NEW CONSTRUCTION

MARY CORMIER, LLC  
64 SCHOOL STREET  
MERRIMAC, MA.

MARCH 21, 2016



**DEED**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Massachusetts

For consideration paid of Less Than One Hundred (\$100.00) Dollars

Grant to The Inhabitants of the City of Amesbury, a municipal corporation, having a usual place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts

With Quitclaim Covenants

The following vacant tracts of land, situate in Amesbury, Essex County, Massachusetts, located at Kimball Road, and being shown as Lot 9 and Parcel Y on a plan of land entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@.

Lot 9 contains, according to said plan, 16.0439 acres, more or less. Lot 9 is conveyed subject to a Conservation Restriction to be recorded herewith.

Parcel Y contains, according to said plan, 5,186 square feet, more or less.

For Grantor's title, see deed of Laura P. Warner dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

This conveyance does not constitute all or substantially all of the assets of the grantor.

Executed under seal this day of , 2015.

Yvon Cormier Construction Corp.

---

By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this     day of             , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

---

Notary Public –  
My Commission Expires:

47.5 – 57 KIMBALL ROAD SUBDIVISION RESTRICTIVE COVENANTS  
AFFECTING

LOTS 1-8 INCLUSIVE AND PARCEL X OWNED BY YVON CORMIER CONSTRUCTION  
CORP., LOCATED AT 47.5 – 57 KIMBALL ROAD, AMESBURY, MA

**WHEREAS**, YVON CORMIER CONSTRUCTION CORP., (hereinafter “Developer”) is the owner of land shown as Lots 1-8 inclusive and Parcel X as shown on a Plan of Land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@@, as Plan No. @@ (hereinafter “Plan”); and

**WHEREAS**, Developer desires to impose the following conditions and restrictions to preserve the values, aesthetics and amenities of the lots, and in furtherance of this goal, the following conditions and restrictions are imposed for the benefit of all current and future owners (“Owners”) individually and collectively, of Lots 1-8 inclusive and Parcel X as shown on said Plan;

**NOW THEREFORE**, Developer declares for itself and its successors in title, that Lots 1-8 inclusive and Parcel X as shown on said Plan are and shall be held, transferred, sold, conveyed, inherited, assigned, released, and occupied subject to and with the benefit of the Covenants and Restrictions hereinafter set forth, which restrictions shall run with the land, but shall expire thirty years from the date of recording of this document. Said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by a majority of the then owners of the Lots 1-8 has been recorded, agreeing to change said covenants in whole or in part.

**1. LAND USE AND BUILDING TYPE:**

- A. No building shall be erected or maintained on any lot except a single family residence for dwelling purposes. A single family residence may include an in-law apartment if permitted by the City of Amesbury Zoning By-Law in effect during the term of these restrictions. No such residence shall be used in whole or in part for carrying on any trade, commerce or profession, but this restriction shall not prohibit a homeowner from maintaining a so-called “home occupation” provided that it is allowed under the Amesbury Zoning By-Law and any other legal

requirements, and that the home occupation (i) shall be incidental to the primary use of the home for normal residential purposes and will not detract from the residential character of the development; (ii) there shall be no signs associated with such "home occupation" activity; (iii) vehicular traffic and parking associated with the home occupation shall not be increased; and (iv) client traffic associated with said "home occupation" shall be minimal.

Notwithstanding the foregoing, Developer or its successors in title may maintain and conduct construction and/or marketing activities on the lots as long as Developer in its sole discretion shall deem necessary, provided Developer still owns any of the Lots 1-8, inclusive as shown on the plan.

- B. The residential structures shall have a minimum of @2,000 square feet of living area exclusive of the attic, basement or porches. Attached garages may be constructed as appurtenant to each residential structure, but no garage for more than two cars shall be constructed. No detached garages, barns or outbuildings shall be constructed on any lot. No accessory sheds or pool cabanas may be constructed on any lot. Gazebos may be constructed on any lot, not to exceed a height of ten (10) feet, provided they are located and maintained to the rear of the residence or shielded from view to the extent possible from abutting residences. Any approved gazebo shall be screened from adjacent lots by trees, shrubs or approved fences. No more than one approved gazebo shall be erected on any lot. The floor area of any approved gazebo shall not exceed sixty four (64) square feet.

## **2. SUBMISSION OF PLANS AND RIGHT OF APPROVAL**

- A. The purpose of this section of the Restrictive Covenants is to insure that the property shall consist of attractive residences, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the site, and thereby to guarantee the aesthetics of the lots and residences thereon.

So long as Developer continues to own any of the Lots 1-8, inclusive shown on the Plan, no buildings or fences or other structures or any kind or additions thereto shall be erected, placed or allowed to stand upon the lots described in said Plan, until the size, elevations, layout, specifications, and locations thereof shall have been approved in writing, or this restriction shall have been waived with respect thereto or released in writing by said Developer.

Further, plans for landscaping any lot within the subdivision, including sizes of shrubs to be provided, shall be submitted to said Developer and shall be subject to approval as set forth above prior to undertaking any landscaping thereon, and in any instance in accordance with the provisions of any wetlands Orders of Conditions imposed on such lot, if any. Notwithstanding the foregoing, the size,

appearance and location of any building, structure, or addition thereto erected on said lots as well as any landscaping completed shall be conclusively presumed to have been approved as above required unless within three months after the completion and occupancy of any such building, structure, or addition, or completion of such landscaping, there shall be pending in the Superior Court of Essex County or in the Land Court proceedings to enforce this restriction and a notice thereof recorded in the Essex South Registry of Deeds. A recorded certificate or statement of approval contained in a deed of the Developer that the written approval as required herein has been given shall be conclusive proof of such approval.

Such approval shall not be unreasonably withheld by Developer. In case of disapproval, the Developer shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans, landscaping or specifications which the Developer will approve for the subject property. Failure of the Developer to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of these restrictions in regard to the submitted plan.

No split entry, contemporary style, mobile or modular homes shall be allowed.

Siding shall be of wood, brick, stucco, stone or combinations thereof. Vinyl siding may also be permitted provided it is of a high quality, seamless type. In the case of wood and vinyl, colors shall be of an earth or natural tone approved by Developer in writing.

No residence shall have poured concrete stairs.

**3. MISCELLANEOUS:**

- A. No chain link fences shall be permitted on any lot. No fence exceeding six feet in height shall be permitted on any lot, nor shall be placed within three feet of any lot line. No fences shall be erected along any boundary line so as to have the effect of creating a fence line between lots.
- B. No farm animals, including without limitation, horses, sheep, pigs, cows, or fowl shall be maintained on any lot. No poultry house, dog or cat kennel shall be erected on any lot. (This restriction shall not apply to domesticated household pets, reasonable in number). Any household pets shall not be bred or maintained for the purposes of resale.

- C. No clothes lines shall be maintained on any lot.
- D. No dumpsters shall be maintained on any lot.
- E. No outside television antennas, radio aerials, satellite dishes over eighteen inches in diameter or receivers shall be maintained on any lot.
- F. No sign or advertising material shall be displayed on any lot, save for the purpose or subsequent resale of the lot or residence thereon. Any such sign shall be expressly approved as to its size, appearance and location by the Developer or Trust in its sole discretion.
- G. Underground swimming pools may be permitted on any lot, provided that the same shall be designed, located, and constructed so as to be compatible with the neighborhood. Any such pool shall be of high quality and design. No above ground pools shall be permitted on any lot.

Any pools shall be located in the rear yard of any lot, and in such a manner so as to preserve the views of others.

Any pools shall be properly screened from neighbors and the public view, to the extent possible, and no pool shall be placed nearer to a side lot line or to the rear lot line than the minimum setback lines imposed by the Merrimac Zoning Bylaw in effect from time to time.

The installation of any pools shall be completed in an expedited period and in no event shall exceed a period of ninety (90) days.

Within thirty (30) days of the completion of the installation of any pool, a pool owner shall landscape all yards and other areas disturbed during the installation of said pool in an aesthetically pleasing manner, giving due regard for abutting properties.

- H. There shall be no underground tanks for the storage of fuel or oil maintained on any lot, nor shall any fuel storage tanks be located outside residences.
- I. No trailer campers, mobile homes, boats, or other recreational vehicles of any kind, nor non-operative or unregistered automobiles, nor commercial trucks in excess of 10,000 gross vehicle weight, machinery, supplies, materials, nor equipment of any kind shall be stored outside of a garage on any lot unless approved by Developer, which approval may be conditional, and the Developer may limit the location and duration for storage of such items.

- J. Any utility service connection to any buildings erected on any lot shall be constructed and maintained underground.
- K. These restrictions may be amended at any time by unanimous vote of the then Lot owners.
- L. Jungle Gyms or swing sets may be permitted on any lot, provided they are constructed of wood and located on the Lot so as to be screened from adjacent lots (to the extent possible) by trees, shrubs, or approved fences.

**4. ENFORCEMENT**

As long as Developer retains legal title to any of the Lots 1-8 as shown on the Plan, Developer alone shall have the power to enforce the covenants herein contained. After all of the Lots 1-8 have been conveyed by Developer, then any lot owner may enforce the restrictions set forth herein.

Enforcement shall be proceeding at law or in equity against any persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

**5. NO WAIVER**

The failure by the Developer to enforce any restriction, covenant, or agreement herein contained shall in no way be deemed a waiver of its right to do so thereafter.

**6. AMENDMENT:**

The Developer reserves the right to modify, amend, change or terminate any or all of the restrictions and covenants as herein contained, when in its reasonable judgment that course of action becomes necessary or advisable, without the consent of any Lot owner, subject only to approval by the Amesbury Zoning Board of Appeals to the extent it has jurisdiction thereover, until the Developer no longer owns any Lot.

Thereafter, any modifications, amendments, changes or terminations must be approved in writing unanimously by all of the Lot Owners, and any such modifications, amendments, charges or terminations shall be recorded in the Essex South Registry of Deeds.

**7. INVALIDATION:**

Invalidation of any of these covenants by judgment or court order shall in no way

affect any of the other provisions which shall remain in full force and effect.

Executed under seal this    day of    , 2015.

Yvon Cormier Construction Corp.

\_\_\_\_\_  
By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this    day of    , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public –  
My Commission Expires:

## CONSERVATION RESTRICTION

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Massachusetts, being the sole owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to The Inhabitants of the City of Amesbury, a municipal corporation, having a usual place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("Grantee"), for consideration paid of Less Than One Hundred (\$100.00) Dollars, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the City of Amesbury, Massachusetts constituting approximately 16.0439 acres, and more particularly described in Exhibit A. For Grantor's title see deed of Laura P. Warner dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

### I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

*[State if the CR was purchased with or required by a grant or CPA funds and include the grant documents and a certified or attested copy of any town meeting votes showing the purpose of the purchase as an exhibit. Town meeting votes should include authorization for the granting of a CR. A vote for a CPA purchase should state that the purchase is for specific categories within "open space", rather than just "open space purposes," to avoid later disputes over the uses to be allowed, such as active vs. passive recreation.]*

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the adjacent Lake Attitash and Amesbury Town Forest areas, and the protection of the Premises will enhance the open-space value of these lands.
- **Protection of Wildlife Habitat.** The Premises contains approximately @ acres of wooded wetlands and an approximately @-acre vernal pool. *[If there are particular listed species or habitat, note them]*
- **Furtherance of Government Policy.** Protection of the Premises furthers the City of Amesbury's @ Open Space and Recreation Plan: the protection of the Town's scenic landscape (Objective 2a), the protection of forest and farmland (Objective 2b), the protection of the Town and Region's water resources (Objectives 3a & 5a), and provides extra protection to the Town's most fragile resources (Objective 3b).

- **Public access trails** for passive recreation, education, and nature study.

## II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

### A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises *[if applicable]*;
- (8) Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

*[Insert appropriate reservations of rights, such as the following examples]*

(1) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;

(2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows; *[Vistas and woods roads needs to be defined to prevent clear cutting for a 360° vista; multiple 50' wide woods roads, etc. – tie in to a defined area, by using language such as “as shown on Baseline Survey” (make sure the survey exists)]*

*[If forestry is to be allowed, must be conducted in accordance with a forest management plan and Forest Cutting Plan approved by The Department of Conservation and Recreation acting by and through its State Forester (or any successor agency) and designed to protect and enhance the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.]*

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;

(7) Trails. The marking, clearing, maintenance and construction of not more than 2 unpaved footpaths Trails are to be not wider than \_\_\_\_ feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; and,

(9) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a

violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a

different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements. [If a charitable deduction or tax credit, either put in the proportional values based on the appraisal, or add "The Grantor has provided the Grantee with a copy of the appraisal or other evidence of the proportional values which Grantee will keep on file as evidence of same.]

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

#### VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

#### VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction.

#### X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section

170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South Registry of Deeds.

#### **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Essex South Registry of Deeds. The Grantee shall record this instrument in timely manner in the Essex South Registry of Deeds.

#### **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Yvon Cormier, President and Treasurer  
Yvon Cormier Construction Corp.  
3-Crenshaw Lane  
Andover, Massachusetts

To Grantee: City of Amesbury  
Conservation Commission  
62 Friend Street  
Amesbury, MA 01913

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

#### **XIII. GENERAL PROVISIONS**

##### **A. Controlling Law**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

##### **B. Liberal Construction**

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Yvon Cormier Construction Corp.

\_\_\_\_\_  
By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_

Notary Public  
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Its: \_\_\_\_\_, duly authorized

*(INSERT NOTARIZATION)*

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of \_\_\_\_\_, hereby certify that at a meeting duly held on \_\_\_\_\_, 200\_, the Select Board voted to approve the foregoing Conservation Restriction to the \_\_\_\_\_ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(INSERT NOTARIZATION)*

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of \_\_\_\_\_ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 200\_

\_\_\_\_\_  
Ian A. Bowles  
Secretary of Energy and Environmental Affairs

*(INSERT NOTARIZATION)*

Exhibit A

Legal, metes and bounds description, and/or a reference to a recorded or registered plan showing the boundaries. Mention plan if there is one, and where it is recorded, or, "to be filed herewith".

Attach an 8 ½ x 11 copy of the plan as an Exhibit ("sketch plan"). "As further shown on the Plan/Sketch Plan, attached hereto."

Mention area of CR; "all of a 6 acre lot" or if it is a portion of a lot, say "an \_\_\_\_ acre portion of a \_\_\_\_ acre lot". For building envelopes or exclusions, a legal description of the exclusion(s) is needed, and show on the plan.

Said land is subject to (*mention any easements and or mortgages and their recording information*).

Said land has the benefit of (*mention any easements or other benefits and where they are recorded*).

Other Exhibits, as appropriate: Town Meeting Vote, Subordination Agreement, Baseline Survey, Forestry Plan, etc.

**(Sample) Subordination of Mortgage**

I/we, \_\_\_\_\_, Present holder(s) of a mortgage on property located at \_\_\_\_\_ Massachusetts ("Premises") from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and recorded with \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering all/a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said \_\_\_\_\_ has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by \_\_\_\_\_ its \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
by:

\_\_\_\_\_, 20\_\_

*[Attach acknowledgement certificate/notarization here]*

**DECLARATION OF COMMON DRIVE  
MAINTENANCE COVENANT**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Essex County, Massachusetts ("Grantor") for the consideration set forth below, the receipt and sufficiency of which is acknowledged, grants with quitclaim covenants to the Inhabitants of the Town of Amesbury, a municipal corporation acting by and through its Planning Board ("Town"), its successors and assigns and those claiming through or under it with an office and place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts, a covenant granted in gross with respect to the land described as follows:

The parcels of land situate in Amesbury, Essex County, Massachusetts, shown as Lots 3, 4, 6, 7 and 8 (collectively referred to as "Lots" and referred to individually as a "Lot") shown on a plan entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated @@@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@@, as Plan No. @@@ ("Plan").

- 1.) The Grantor covenants and agrees for itself, its heirs/successors and assigns to grant upon the conveyance or other transfer of a Lot or Lots, for the benefit of each lot individually and collectively, the perpetual right and easement to use in common with the owners of one or more of the Lots described above ("Lot Owners") each with the other and their successors that area designated as "@Common Drive" on the Plan. Said easement shall provide that the Common Drive may be used by the Lot Owners for all purposes for which driveways are now or may hereafter be used in the City of Amesbury, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. Said easement shall provide, at a minimum, for the following:
  - a. The Lot Owners and their successors in title to each and any of the Lots shall have the right to use and enjoy the Common Drive for the purposes stated in the easement, in common with the other Lot Owners;
  - b. If, in connection with the exercise of said easement right in the Common Drive, any Lot Owner shall make any excavations within the Common Drive, the Lot Owner so excavating will, as soon as possible, restore the Common Drive to its condition immediately prior to the excavation;
  - c. Each Lot Owner will indemnify and save the others harmless from and against any loss, damage or liability arising out of the exercise of the rights granted herein;
  - d. Each Lot Owner shall be responsible for 20% of the cost of maintenance of the Common Drive, including without limitation, maintenance of the driveway surface and snow removal. Sodium chloride is prohibited. Calcium chloride must be used for de-icing Common Drive. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive. Stone bollards must be used to mark Common Drive and maintained;

e. No Lot Owner shall use the Common Drive so as to hinder or prohibit or unreasonably interfere with or interrupt the use of the Common Drive by others entitled thereto; and

2.) The Grantor agrees and covenants for itself, its heirs/successors and assigns and those claiming through or under them, to the following covenants, which are hereby imposed for the benefit of the City of Amesbury and which shall be administered and enforced by its Planning Board, in consideration of the Town's granting of a special permit pursuant to the Amesbury Zoning By-law, @@@ and as amended subsequently of the Code of the City of Amesbury, and for additional consideration, the receipt and sufficiency of which is acknowledged, as follows:

a. The Common Drive shall be constructed in conformance with the special permit granted by the Amesbury Planning Board and used in compliance with the Amesbury Zoning By-law, @@ and as amended subsequently of the Code of the City of Amesbury;

b. The City of Amesbury shall have no responsibility for maintenance of the Common Drive and there shall be no plowing of the Common Drive or trash pickup within the Common Drive by the City of Amesbury. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive;

c. The Lot Owners shall never request the City of Amesbury to maintain, or plow the Common Drive, as it is the intent of the Grantor and the City of Amesbury that the Common Drive shall be a private easement and shall never be considered or accepted as a public way or private way open to the public;

d. This covenant shall be referenced by book and page/document number in each deed executed by the Grantor for the conveyance or other instrument of transfer of one or all of the Lots shown on the Plan;

e. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor shall include the grant of an easement or reference to a grant of easement agreement conforming to the terms of this Covenant;

f. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect;

g. The Lot Owners agree never to rescind or modify this Declaration of Shared Driveway Maintenance Covenant unless approved by the Planning Board of the City of Amesbury; and

h. The Grantor and its heirs/successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said covenants as a defense. If any provision of said Covenant shall nevertheless to any extent be held invalid, the remainder shall not be affected.

i. The Grantor agrees to record this covenant with the Essex South District Registry of Deeds in any event prior to the conveyance or other transfer of any interest in one or more of the Lots.

The Grantor further agrees to provide the Amesbury Planning Board with a copy of the recorded covenant within seven business days of its recording.

The covenants and obligations contained herein shall be enforceable by the Lot Owners and the City of Amesbury, acting by and through its Planning Board. The Town shall have the option to enforce said covenants, but does not have the obligation to do so. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

The Lots subject to this Declaration are a portion of those premises described in the deed of Laura P. Warner to Yvon Cormier Construction Corp. dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

Executed under seal this    day of    , 2015.

Yvon Cormier Construction Corp.

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By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this    day of    , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, 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,

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Notary Public –  
My Commission Expires:

**DECLARATION OF  
47-5 – 57 KIMBALL ROAD HOMEOWNERS TRUST**

ARTICLE I - Purpose, Definitions, Applicability

Section 1. Purpose of Trust

Pursuant to the Restrictive Covenants and Declaration of Common Drive Easement Rights and Responsibilities both dated the @ day of @, 2015, and recorded with the Essex South District Registry of Deeds herewith as part of this same transaction, the 47.5-57 Kimball Road Homeowners Trust is created. Under that name all business shall be conducted by the Trustees, and all instruments shall be executed in writing by them.

This unincorporated trust is the association of Property Owners (or Lot Owners) established pursuant to paragraph 1 of said Restrictive Covenants and Paragraph A of said Declaration of Common Drive Easement Rights and Responsibilities for the maintenance and management of the Common Drive (which may alternatively be referred to as the Proposed Road and Parcel X shown on the plan of land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@.

Each present and future holder of any interest in Lots 1-8, inclusive as shown on Plan shall hold said interest subject to the provisions of this trust and any By-Laws or Rules and Regulations promulgated in pursuance of the powers conferred to the Trustees hereunder.

Section 2. Applicability of Trust

The provisions of this Trust are applicable to the maintenance of said Common Drive and to the use thereof, and to the maintenance of Parcel X and to the use thereof. All present and future owners, mortgagees, assignees, visitors, tenants, and occupants of Lots 1-8, inclusive (hereinafter referred to as the lots in question) are subject to this trust, any By-Laws, Rules and Regulations, and all covenants, agreements, restrictions, easements and declarations of record (“Title Conditions”). The acceptance of a deed of conveyance or the entering into of a lease, or the act of occupancy of any of the lots in questions shall constitute an agreement that this Trust,

any By-Laws, or Rules and Regulations, and the Title Conditions are accepted, ratified and will be complied with.

Section 3. Office

The office of this trust and the trustees shall be located at @@, or at such other places which may be designated by the Trustees.

ARTICLE II - Trustees

Section 1. Number

Until such time as the transfer of title by Yvon Cormier Construction Corp. of all of the lots in question, John M. Cormier and Robert O. Cormier shall serve as Trustees, who shall comprise the Board of Trustees of 47.5-57 Kimball Road Homeowners Trust.

Section 2. Qualification

The Trustees (aside from the original two appointments) shall be owners of any three lots in question. If all the lots in question are owned by the same owners, then there need only be one Trustee elected.

Section 3. Voting

The voting interest of each lot in question shall be held and exercised as a Unit, and shall not be divided among several owners of any such lot. To that end, whenever any lot is owned of record by more than one person or entity, the several owners of such lot shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the right appertaining to such lot hereunder; and (b) notify the Trustees of such designation by a notice, in writing, signed by all of the record owners of such lot. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice, the Trustees may designate any one such Owner for such purposes.

Section 4. Election and Term

Nomination for election to the Board of Trustees shall be made by the lot owners. The lot owners shall by majority vote, elect three Trustees for a term of two (2) years. At the end of each term, the successors shall be elected for a two-year term. A person is able to succeed himself or herself as Trustee.

The term of office will commence at the annual meeting of the lot owners (or special meeting in lieu thereof), at which the Trustee was elected, and shall end at the annual meeting (or

special meeting in lieu thereof), at which such Trustee's successor is to be elected, except that the term of any Trustee elected to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Section 5. Resignation and Removal; Vacancies

Any Trustee of the Board may resign at any time by written notice to the remaining Trustee.

Any Trustee may be removed for cause by a majority vote of the lot owners' total voting power at any annual or special meeting provided that notice of such removal vote shall have been mailed or hand delivered to all lot owners at least fourteen (14) days prior to such meeting. In the event of any dispute, upon the application of any one lot owner, such Trustee may be removed by order of any court of competent jurisdiction.

Members of the Board shall serve until their respective successors have been elected, or until death, resignation, or removal; provided that if any member ceases to be a lot owner, his membership on the Board shall thereupon terminate. When a vacancy on the Board occurs due to death, resignation, removal or a member's no longer being an Owner, or due to any other cause, the remaining member of the Board shall call a special meeting of the lot owners, at which time any unexpired term shall be filled by the lots owners. If all positions on the Board are vacant at the same time, the lot owners shall fill said vacancies. If the vacancy in the office of the Trustee shall continue for more than 60 days and at the end of that time remain unfilled, a Trustee to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any lot owner and upon notice to all lot owners and such other, if any, parties in interest to whom the court may direct that notice be given.

The foregoing provisions of this section notwithstanding, despite any vacancy in the office of Trustee, the remaining or surviving Trustee shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 6. Meetings

Regular meetings of the Board shall be held at least once a year, at such time and place as shall be determined from time to time by a majority of the members of the Board. Special meetings of the Board may be called by any member of the Board. Notice of regular and special meetings shall be given in hand or mailed to each member of the Board at least five days prior to said meeting. The notice of meeting shall set forth the time and place of the meeting, and in case of a special meeting, the purpose for which it is being called.

Such notice shall be deemed waived by any member of the Board who expressly waives the same in writing.

Section 7. Quorum

A majority of the Board shall constitute a quorum for the transaction of business, but less than a quorum may transact business if the remaining members of the Board subsequently assent in writing to the decisions of the Board by signing a copy of the Board minutes. When a quorum is present at any meeting, the votes of a majority of the members in attendance shall decide any business brought before such meeting.

Section 8. Action by Consent

The Board may also transact without a meeting, any business which it is authorized to transact at a meeting, provided that the members of the board unanimously assent to the decisions of the Board concerning such business by signing the official record of said decisions to be filed with the records of the Board.

Section 9. Liability of the Board - Indemnity of Trustees

The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board of Trustees against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liability in contract and in tort, and liability for damages, penalties and fines, unless such contract shall have been made in bad faith or contrary to the provisions of the Trust Deed or of the By-Laws.

The original Board of Trustees is specifically authorized to contract for goods or service with the Developer or employees or affiliates of it, whether or not such persons are then members of the Board of Trustees, and no such contracting shall be deemed to involve a conflict of interest.

It is intended that the liability of any lot owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the Board of Trustees shall be limited to such proportion of the total liability thereunder, as his voting interest bears to the voting interests of all the lot owners.

The Board of Trustees may purchase such liability insurance as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the trust.

Each lot owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the trust and for his proportionate share of any claims involving the Trust Property in excess thereof.

Section 10. Powers and Duties

The Board of Trustees shall have all the powers and duties necessary for the administration of the affairs of the trust, and may do all things subject to and in accordance with all applicable provisions of law. Such powers and duties shall include, but shall not be limited to, the following:

(a) to make provisions for the operation, care, upkeep, maintenance and improvement of the Common Drive;

(b) to determine the common expenses required for the affairs of the trust, if any;

(c) to collect any common expenses from a lot owner;

(d) to open any bank accounts on behalf of the trust and to delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the trust;

(e) to obtain and maintain, to the extent obtainable, policies of fire, casualty and physical damage insurance for the roadway and its use, a public liability insurance policy and such other insurance as required by the terms hereof, by law or as the Board may determine, pursuant to the provisions of Article V, Section 7 hereof;

(f) to make repairs, additions and improvements to, or alterations of the roadway, and repairs to and restoration of the roadway, in accordance with the other provisions of the trust;

(g) to enforce obligations of lot owners in accordance with Article V hereof;

(h) to employ and contract for such legal and accounting services necessary or proper for the operation of trust, or the enforcement of any provisions of the trust, the By-Laws and the trust Rules and Regulations;

(i) to employ, appoint and remove such agents, managers, brokers, engineers, architects, employees and servants as they shall deem proper for conducting the business of the Association; the Board of Trustees may define their respective duties, and fix and pay their compensation, and the Directors shall not be answerable for the acts and defaults of any such person;

(j) to receive a conveyance of the land constituting the Drive and improvements thereon or to otherwise convey the same;

(k) to adopt and amend by-laws for the trust and/or rules and regulations concerning the details of the use, upkeep and preservation of the Drive and/or Parcel A;

(l) generally, in all matters not herein otherwise specified, to control and to do each and everything necessary, suitable, convenient or proper for the accomplishment of the purposes of the trust or incidental to the powers conferred herein; and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the trust.

Section 11. Fidelity Bonds

If voted by the lot owners, the Board of Trustees shall obtain adequate fidelity bonds for all officers and employees of the trust handling or responsible for trust funds. The premium on such bonds shall constitute a common expense.

Section 12. Authority, Reliance

Any instrument signed by one or more of the Trustees and acknowledged before a notary public shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of the execution and delivery of that instrument, such Trustees were, by appropriate vote of the Board of Trustees, authorized to execute and deliver the same.

Section 13. Compensation

No Trustee shall receive any compensation from the Association for acting as such.

ARTICLE III - Lot Owners

Section 1. Annual Meeting

Within forty-five (45) days after title to any five lots has been conveyed, the first annual meeting of lot owners shall be held at such reasonable place and time as may be designated by the Trustees. Written notice of said meeting shall be mailed or delivered to lot owners of record not less than ten (10) days prior to the date fixed for said meeting. Thereafter, annual meetings shall be held on the second Tuesday in March of each succeeding year. At such meetings, the members of the Board of Trustees shall be elected by the lot owners in accordance with Article 2, Section 4. The lot owners may also transact such other business of the trust as may properly come before them. The Board of Trustees shall present a statement of common expenses and assessments for the preceding fiscal year, itemizing receipts and disbursements, and a proposed budget of the estimated common expenses and assessments for the current fiscal year. Copies of the minutes of the annual meeting, including copies of the said statement and budget, shall be available to each lot owner.

Section 2. Special Meetings

Special Meetings of the lot owners (including a meeting in lieu of an annual meeting)

may be called at any time for the purpose of considering matters which by the terms of the trust require the approval of the owners, or for any other reasonable purpose. Any Member of the Board of Trustees may call a special meeting or a special meeting may be called upon written request signed by at least two lot owners (including one Trustee) and delivered to the Board of Trustees.

Section 3. Notice

Written notice of the special meeting, designating the place, day and hour thereof, shall be given by the Board of Trustees to the lot owners at least seven (7) days prior to the date so designated. In the event of an emergency requiring immediate lot owner action, the Board of Trustees shall give written notice by mail or hand delivery, or shall notify the lot owners by telephone of such meeting place, day and time, which may be less than seven days from the day of notice. Such notice may be deemed waived by any owner who expressly waives the same in writing, or who is present at any such meeting.

Section 4. Notice of Meetings

It shall be the duty of the Board of Trustees to mail or deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each lot owner of record at least seven (7) days prior to the date so designated. Such notice may be deemed waived by any owner who expressly waives the same in writing, or who is presently at any such meeting.

Whenever, at any meeting, the Trustees propose to submit to the lot owners any matter with respect to which specific approval of, or action by the lot owners is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter.

Every notice to any lot owner required under this trust, which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust hereby created, or which may be ordered in judicial proceedings, shall be deemed sufficient and binding if in writing, addressed to the owner of such lot last appearing on the trust records, postage prepaid, to such person at his address last appearing on the trust records, if other than the lot, or else mailed or delivered to the lot at least seven (7) days prior to the date fixed for the happening of the matter or event of which such notice is given. The owner or owners of the such lot shall have the responsibility of providing the trust with the name of the present owners of the lot, and any address other than the lot to which they desire notices to be mailed, as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 5. Quorum - Adjournment of Meetings

Except as may be otherwise provided in this trust, the presence, in person or by proxy, of owners holding the owner's total voting power shall constitute a quorum. Less than a quorum

may transact business if the owner not present subsequently assents to the decisions made at said meeting by signing a copy of the minutes thereof to be filed with records of the trust.

When a quorum is present, all of the owners' total voting power present, in person or by proxy, shall decide any business brought before the meeting. If any meeting of the trust cannot be held because a quorum has not attended, the owner who is at the meeting may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

#### Section 6. Voting

The voting member from each lot selected pursuant to Article 2, Section 3 hereof, or any person designated by such voting member to act as proxy on his behalf, shall be entitled to cast the votes appurtenant to such lot at any meeting of lot owners. The designation of any such proxy shall be made in writing to the Board of Trustees and shall be revocable at any time by written notice to the Board of Trustees by the voting member so eligible to vote. Each lot shall be entitled to cast as its vote one (1) vote.

#### Section 7. Action Without Meeting

Any action to be taken by the lot owners may be taken without a meeting if all lot owners entitled to vote on the matter consent to the action by writing, filed with the records of the meetings of lot owners. Such consent shall be treated for all purposes as a vote at a meeting.

### ARTICLE IV - Operation of the Property

#### Section 1. Determination of Common Expenses and Fixing of Common Charges

The Board of Trustees shall, from time to time, and at least annually, prepare a budget for the trust, determine the amount of common charges payable by the lot owners to meet the Common Expenses of the trust, and allocate and assess such common charges among the lot owners according to their respective voting interest. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Trustees pursuant to Section 7 of this Article.

The Common Expenses shall also include such amounts as the Board of Trustees may deem proper for the operation, repair and maintenance of the Common Drive and Parcel X, including without limitation, an amount for working capital of the trust, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses of any prior year.

Lot owners will not be entitled to any proration or refund of their applicable share of the operating reserve (working capital account) or monthly common charges from the said trust upon

the sale of said lot by said lot owners. Any proration or refund of said applicable share of the operating reserve (working capital account) or monthly common charges must be made between the said lot owners and their perspective purchasers.

The proposed budget showing the estimated Common Expenses and Owner Expenses shall be submitted to the annual meeting of the lot owner and shall be subject to change and approval at this meeting.

In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements thereof.

## Section 2. Payment of Common Charges

All lot owners shall pay the common charges assessed by the Board of Trustees monthly in advance, or at such other times, or in the manner as the Board of Trustees shall determine. Such charges shall be paid in full within thirty days after the same are rendered.

No lot owner shall be liable for the payment of any part of the Common Charges assessed against him or his lot or due subsequent to a sale, transfer or other conveyance by him, but shall continue to be personally responsible for such charges assessed to him or his lot and due prior to such sale, transfer or other conveyance.

Subject to the provisions of Section 6 of this Article, a purchaser of a Lot shall also be jointly liable with the previous owner for payment of Common Charges assessed and unpaid against said lot prior to the acquisition by him of such lot, except that a mortgagee or other purchaser of a lot at a mortgagee's foreclosure sale shall not be subject to a lien for the payment of common Charges assessed prior to the foreclosure sale.

Payment of Common Charges relative to the repair, maintenance and capital improvements to the Common Drive shall be in conformity with the provisions of the Declaration of Common Drive Easement Rights and Responsibilities recorded herewith.

## Section 3. Default in Payment of Common Charges and Assessments

The amount of each monthly Common Charge and any special assessments shall be a separate and distinct and personal liability of each lot owner (jointly and severally among the owners of each Lot) and if not paid when due, or upon expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount and at such rate (which amount or which rate need not be in proportion to the beneficial interest in this Association) as the Trustees shall determine. Suit to recover money judgments for unpaid Common Charges and unpaid assessments shall be maintainable and costs of suit, including a

reasonable attorney's fee, shall be recoverable in said suit.

Each lot owner, by acceptance of a lot deed, agrees to pay all costs and expenses incurred by the Trustees in collection of said assessment for Common Expenses, assessments and enforcement of said lien.

Section 4. Notice of Default to Mortgagees

Upon the default in payment of Common Charges and Assessments which remains uncured for a period of 60 days and/or the institution of court proceedings by the Board of Trustees to recover the same, the Trustees shall notify any first mortgagee of said default by the mortgagor of such Lot in the performance of the mortgagor's obligations under this Trust. Notice will be given only in those situations where the Trustees have been provided with the name and address of such first mortgagee by the mortgagee or lot owner.

Section 5. Sale of Lot - Statement of Common Charges

No owner shall sell, convey or lease his lot unless and until he shall have paid in full to the Board all such sums theretofore assessed by the Board against his lot, which are due and unpaid. Within ten (10) days after receiving an appropriate request and upon payment of a reasonable fee (to be set by the Board of Trustees), the Board shall supply a notarized certificate, executed by a majority of its members setting forth the amount of any unpaid Common Expenses and assessments assessed against any lot and any purchaser may rely on said certificate. Recording of said certificate in the Essex South District Registry of Deeds shall bind the trust as to matters set forth in said certificate.

The amount thereof which is then due and the amounts so stated shall be conclusively established as of such date in favor of 47.5-57 Kimball Road Homeowners Trust. This certificate shall be conclusive evidence of the facts stated therein, if signed by all Trustees and acknowledged before a notary public; and the same, when recorded in the Essex South District Registry of Deeds, shall operate to discharge the Lot from any lien for any sums then unpaid.

Section 6. Insurance

The Trustees shall obtain and maintain, to the extent available at reasonable costs, policies of casualty and physical damage insurance for the benefit and protection of the trust and all of the lot owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, such insurance to cover the Common Drive and Parcel X and all other insurable improvements forming part of the roadway areas and facilities.

Such insurance shall, insofar as practicable, be maintained in an amount not less than 100% of the replacement value of the insured property for insurance purposes, as determined by the Board of Trustees annually. Such policy shall insure against such hazards or risks as the

Board of Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, federal flood hazards, so called, to the extent that any of these coverages are available or applicable. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insured including all mortgagees of record; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the trust, the Trustees, the managers, agents, employees of the Board of Trustees or the trust, the lot owners, their respective employees, agents and guests; (c) for waiver of any defense based on the conduct of any insured; (d) to substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by lot owners; and (e) that such insurance shall not be prejudiced: (i) by any act or neglect of any owners or occupants of the lots, when such act or neglect is not within the control of the Trustees (or Owners) collectively, or (ii) by failure of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Directors (or Owners) collectively have no control.

The Board of Directors shall also so obtain and maintain to the extent available, policies of insurance with respect to the Common Drive areas and facilities, and Parcel X and facilities, for the benefit of the trust and all of the lot owners, which shall be in an amount of at least \$1,000,000.00 per occurrence or such other sum as the Board deems sufficient; for (a) comprehensive public and general liability insurance insuring each member of the Board and the owners, including the claims of any lot owner, and claims for property damage (this insurance, however, shall not insure against the individual liability for an owner for negligence occurring within his own lot); (b) workmen's compensation and employee's liability with respect to any manager, agent or employee of the Association, but excluding any independent agent or manager who shall provide the Board of Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Directors may waive such requirement in any particular instance in their discretion; and (c) such other insurance as the Board of Trustees may deem appropriate. All such insurance shall be in such accounts and forms as the Trustees in their discretion shall deem appropriate, and shall, insofar as practicable, contain the provisions as above set forth with respect to non-cancellation, waiver or subrogation, waiver of defense based on conduct of any insured, and non-contribution.

The cost of all such insurance obtained pursuant to this Article shall be a Common Expense.

The Trustees shall collect and receive all casualty loss proceeds, and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Article.

Section 7. Repair or Restoration, Improvements

In the event of any casualty loss to the Association property, the Trustees shall proceed with the necessary repairs, rebuilding or restoration of the same.

Section 8. Arbitration of Disputed Trustee's Action

In the event that any lot owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustees to any action of the Trustees under this trust, and such dispute shall not be resolved within thirty (30) days after such notice, then both the Trustees and the dissenting lot owner(s) shall select an arbitrator and a third shall be selected by the two arbitrators so designated to arbitrate the dispute. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties.

Section 9. Restriction on Use of Drive - Administration Rules and Regulations

(a) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances, and regulations of federal, state and local governments having jurisdiction shall be observed.

(b) The Directors may adopt, amend and rescind, from time to time, administrative rules and regulations governing the operations and use of the Common Drive areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Drive shall be binding on all of the lot owners. The Trustees may enforce the Rules and Regulations by imposition of fines and in any other manner permitted by law, including without limitation, court action for injunctive and/or mandatory relief and monetary damages.

(c) The Drive shall be used in accordance with the Declaration of Common Drive Easement Rights and Responsibilities dated @@, 2015 recorded herewith.

Section 10. Restriction on Use of Parcel X - Administration Rules and Regulations

(a) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances, and regulations of federal, state and local governments having jurisdiction shall be observed.

(b) The Directors may adopt, amend and rescind, from time to time, administrative rules and regulations governing the operations and use of Parcel X, and such restrictions on and requirements respecting the use and maintenance of Parcel X shall be binding on all of the lot owners. The Trustees may enforce the Rules and Regulations by imposition of fines and in any other manner permitted by law, including without limitation, court action for injunctive and/or mandatory relief and monetary damages.

Section 11. Mortgages

A lot owner who mortgages his Lot shall notify the Board of Trustees of the name and address of his mortgagee. The Board of Directors shall maintain such information by written records entitled "Mortgagees of Lot".

Section 12. Examination of Books

Books, accounts and records of the Association shall be open to inspection to any one or more of the Trustees and the lot owners and mortgagee of any lot at all reasonable times. Copies of trust, any By-Laws, and Rules and Regulations and plans of the Common Drive and Parcel X and improvements as the same may be amended from time to time, shall be kept at the office of the trust and shall be available for inspection as provided above. In addition, first mortgagees shall be entitled upon request to audited financial statements of the Association.

Section 13. Enforcement of Obligations of Lot Owners

The Board of Trustees is empowered to enforce obligations of the lot owners, including the power to levy fines against lot owners for violations of reasonable rules and regulations

established by the Trustees to govern the conduct of the lot owners. No fine may be levied for more than Fifty (\$50.00) Dollars for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the lot owner or owners involved as if the fines were common charges owed by the particular lot owner or owners.

In the case of persistent violation of the rules and regulations by a lot owner, the Trustees shall have the power to require such lot owner to post a bond to secure adherence to the rules and regulations.

#### Section 14. Notice of Transfer

Immediately upon the transfer of any Lot, by sale, lease, gift, devise, intestate succession, death of a joint tenant or otherwise, either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address of the acquiring Owner and the date of the transfer.

### ARTICLE V - Amendments

#### Section 1. Amendments

The Trustees, with the consent in writing of the lot owners entitled to seventy five (75%) percent of the voting interest of this trust may at any time, and from time to time, alter, amend, add to or change this trust or any by-laws in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change shall impose any additional liability upon the Trustees or invalidate the immunities and indemnities in favor of the Trustees hereunder.

Any amendments, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of a deed by the Trustees, if there be at least two then in office (or one Trustee, if there be only one in office) setting forth in full the amendments, alteration or change.

Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

### ARTICLE VI - General Provisions

Section 1. Invalidity

The invalidity of any part of this trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of the trust.

Section 2. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this trust or the intent of any provisions thereof.

Section 3. Waiver

No restriction, condition, obligation or provisions contained in this trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 4. Further Rights of Mortgage Holders

Upon written request to the Trustees, identifying the name and address of the holder and the lot in question, any such eligible mortgage holder will be entitled to written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Drive and Parcel A;
- (b) Any delinquency in the payment or assessments or charges owed by a lot owner which remain uncured for a period of sixty (60) days; and
- (c) Any lapse, cancellation or material modification of an insurance policy maintained by the trust (see also the 30 day modification provisions regarding insurance set forth in prior section).

Section 5. Termination

This trust shall terminate in any event NINETY (90) years from the date of death of Robert O. Cormier, if not earlier terminated by action of the lot owners. Upon termination, all monetary assets of the trust shall be distributed pro-rata to the lot owners in accordance with their voting interest after adjustment for any past due charges and assessments for any particular lot or lots.

IN WITNESS WHEREOF, John Cormier and Robert O. Cormier in acceptance of this trust hereunto set their hands and seals this @ day of @, 2015.

\_\_\_\_\_  
John Cormier

\_\_\_\_\_  
Robert O. Cormier

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this     day of             , 2015, before me, the undersigned notary public, personally appeared John Cormier and Robert O. Cormier, proved to me through satisfactory evidence of identification, which were driver's licenses and personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose,

\_\_\_\_\_  
Notary Public –  
My Commission Expires:

**DEED**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Massachusetts

For consideration paid of @ (\$@) Dollars

Grant to

of

With Quitclaim Covenants

A certain lot of land, with the buildings thereon, situate in Amesbury, Essex County, Massachusetts, located at Kimball Road, and being shown as Lot @ on a plan of land entitled "Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts," by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@.

Lot @ contains, according to said plan, @ acres, more or less.

Lot @ is conveyed subject to and with the benefit of the following:

1.

Meaning and intending to convey, and hereby conveying, a portion of the same premises described in a deed of Laura P. Warner to Yvon Cormier Construction Corp. dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

This conveyance does not constitute all or substantially all of the assets of the grantor.

Executed under seal this day of , 2015.

Yvon Cormier Construction Corp.

---

By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this     day of                     , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

---

Notary Public –  
My Commission Expires:



**PARRY & PARRY**  
PROFESSIONAL CORPORATION

4 MERRIMAC SQUARE  
MERRIMAC, MA 01860  
T | 978.346.0005  
F | 978.346.0066

PHILIP A. PARRY | Admitted in MA and NH  
ATTORNEY AT LAW phil@parrylawandtitle.com

DENISE L. PARRY | Admitted in MA  
ATTORNEY AT LAW denise@parrylawandtitle.com

October 15<sup>th</sup>, 2016

Town of Amesbury  
Planning Board  
c/o Community & Economic Development Department  
Attn: Joan Baptiste  
62 Friend Street  
Amesbury, MA 01913

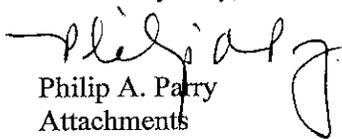
RE: BC Realty Trust, Petitioner -- Property: 47 ½ - 57 Kimball Road -- Definitive Plan and Special Permits

Dear Ms. Baptiste:

Please accept three complete sets of all of the documents previously filed, with interested party comments relative to the above-referenced. These copies supplement the information provided in my letters of September 26<sup>th</sup>.

Thank you for your consideration.

Yours very truly,

  
Philip A. Parry  
Attachments  
cc: John Cormier