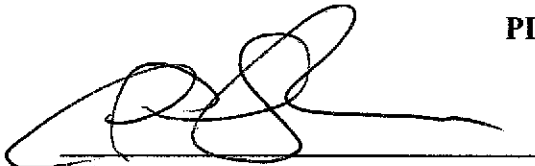


PINE FOREST PARK HOMEOWNERS ASSOCIATION TRUST
CERTIFICATE OF NO DUES

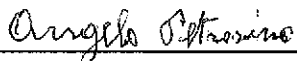
The undersigned, being a Trustee of the PINE FOREST PARK HOMEOWNERS ASSOCIATION TRUST u/d/t dated May 31, 2013, recorded with the Essex North District Registry of Deeds in Book 13493, Page 196 hereby certify, in accordance with the applicable laws of the Commonwealth of Massachusetts that there are no dues owed and payable as of the present date on regard to Lots #4 and #5 as shown on a plan of land entitled, "Definitive Subdivision Plan of Land, Andover, Massachusetts PINE FOREST PARK Subdivision Plan" prepared for Angelo Petrosino, Date: May 1, 2009, Scale: 1"=40', prepared by O'Neill Associates Civil Engineers & Land Surveyors, and being recorded with the Essex North District Registry of Deeds as Plan Number 16884 ("Plan"), as amended.

Executed as a sealed instrument this 4th day of January ~~10~~, 2016



Witness:

PINE FOREST PARK HOMEOWNERS ASSOCIATION



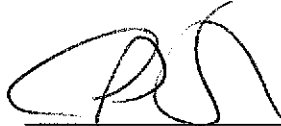
Angelo Petrosino
Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.
(County)

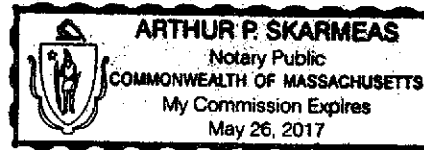
January 6, 2016

On this 6 day of January, 2016, before me, the undersigned notary public, personally appeared Angelo Petrosino as Trustee aforesaid proved to me through satisfactory evidence of identification, which was his/her Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public:

My commission expires: 5-26-2017



**TRUSTEE'S CERTIFICATE
RELIANCE REALTY TRUST
PINE FOREST PARK HOMEOWNERS' ASSOCIATION TRUST**

The undersigned Angelo Petrosino hereby certifies that he is the sole Trustee of Reliance Realty Trust under Declaration of Trust dated January 13, 2006 filed with the Essex North District Land Court Department as Document Number 91711, with Certificate Number 15413 in Book 120, Page 185, and filed with the Middlesex South District Land Court Department as Document Number 1408101, with Certificate Number 236541, in Book 1318, Page 87 and the sole Trustee of Pine Forest Park Homeowners' Association Trust, under Declaration of Trust dated May 31, 2013, recorded with the Essex North District Registry of Deeds in Book 13493, Page 196 and that:

1. The Trusts are in full force and effect without an unrecorded amendment or modification, and the Trusts have not been revoked or terminated;
2. No beneficiary of the Trusts is a minor;
3. No beneficiary of the Trusts is deceased;
4. No beneficiary of the Trusts is incompetent or under any legal disability;
5. No beneficiary of the Trusts is a personal representative of an estate subject to estate tax liens;
6. I have full and absolute power to execute, acknowledge, grant, and deliver the Easement on Lot 11 of the Pine Forest Park Subdivision to the Pine Forest Park Homeowners' Association Trust on the terms and conditions stated in the easement.
7. No purchaser of Lots in the Pine Forest Park Subdivision nor any third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power;
8. There is no unfulfilled condition precedent to the grant.

Executed as a sealed instrument and signed under the pains and penalties of perjury this 10 day of January 2017.

Angelo Petrosino Trustee
Angelo Petrosino, Trustee
Reliance Realty Trust

Angelo Petrosino Trustee
Angelo Petrosino, Trustee
Pine Forest Homeowners'
Association Trust

Commonwealth of Massachusetts

County of Middlesex, ss.

On this the 10th day of January 2017, before me, the undersigned Notary Public, personally appeared Angelo Petrosino, proved to me through satisfactory evidence of identity, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding Trustee Certificate, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacities as Trustee of Reliance Realty Trust and as Trustee of Pine Forest Park Homeowners' Association Trust.

Jawice M. Wood
Signature of Notary Public

JAWICE M. WOOD
Printed Name of Notary

My Commission
Expires 8-21-20

Place Notary Seal and/or Any Stamp Above

**BY-LAWS OF THE PINE FOREST PARK
HOMEOWNERS' ASSOCIATION TRUST**

**ARTICLE I
GENERAL PROVISIONS**

1. PURPOSE:

The administration of the Pine Forest Park Homeowners' Association Trust (the "Trust") shall be by a Board of Trustees (the "Board") and governed by these By-Laws which are annexed to the Declaration of Pine Forest Park Homeowners' Association Trust and Protective Covenants (the "Declaration") and made a part thereof, and all present and future Owners of any Lots within the Pine Forest Park Subdivision (the "Owners" or "Lot Owners") shall be subject to these By-Laws, as well as to the Declaration and any rules promulgated thereunder or hereunder.

2. BY-LAWS APPLICABILITY:

The provisions of these By-Laws are applicable to the Property described in the Declaration, and shall be binding on the Owners of all Lots, as defined therein. The acceptance of a deed of conveyance of a Lot shall constitute an acknowledgment that such Owner has accepted and ratified the Declaration, these By-Laws and any rules promulgated thereunder or hereunder, and will comply with them. Capitalized terms used but not defined herein shall have the same meaning as set forth in the Declaration.

3. OFFICE:

The office of the Trustees shall be located at the Subdivision or at such other place as may be designated from time to time by the Trustees. The Trustees shall notify the Town and North Reading of the address of the office of the Trustees.

**ARTICLE II
HOMEOWNERS' ASSOCIATION**

1. COMPOSITION:

All of the Lot Owners shall constitute the Pine Forest Park Homeowners' Association (the "Association") and shall be beneficiaries of the Trust. The Lot Owners shall elect the Trustees of the Trust who shall have the responsibility of administering the Trust, establishing the means and methods of collecting assessments, and performing all of the acts that may be required to be performed to comply with the Declaration.

2. VOTING REQUIREMENTS:

A Lot Owner of record shall be deemed to be in good standing and entitled to vote at any

annual meeting or at any special meeting of the Association if, and only if, he shall have paid all assessments made or levied and due against him or his Lot by the Board as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

3. VOTING:

Each Lot in good standing shall be entitled to one vote in the Association. Since a Lot Owner may be more than one person, if only one of the persons owning a Lot is present at a meeting of the Association, that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protests being made forthwith by the others to the person presiding over the meeting. As applied to a person which is not a natural person, the word 'person' shall be deemed for the purposes of this section to include, without limitation, any one natural person having authority to execute deeds on behalf of such person which is not a natural person and which is, either alone or in conjunction with another person or persons, a Lot Owner. Except where a greater number is required by the Declaration or these By-Laws, a simple majority of votes of the Lot Owners present and in good standing and entitled to vote shall be decisive. While the Declarant owns a Lot or Lots in the Subdivision, the Declarant shall be the Association and may take all actions as if the Declarant owned all of the Lots. If the President of the Board decides to conduct certain business for an annual or special meeting of the Association by E-mail, all Lot Owners must be notified by E-mail to their designated E-mail and respond with an E-mail acknowledgement for the business to go forward. In such a case, a majority vote of all the Owners in good standing shall be necessary to conduct business and the E-mails shall serve as a written consent in lieu of a meeting.

4. PLACE OF MEETING:

Meetings of the Association shall be held at the Subdivision or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.

5. DECLARANT SHALL BE THE ASSOCIATION UNTIL CONVEYANCE OF ALL OF THE LOTS:

Until the Declarant has conveyed out all Lots in the Subdivision, the Declarant shall be the Association and may take all actions as if the Declarant owned all of the Lots but he shall take no action which will impose on a Lot Owner, other than the Declarant, a burden greater than that Lot Owner's pro rata share of the Trust charges or expenses. Within three (3) months after the conveyance of all of the Lots within the Subdivision, the Declarant shall call the first meeting of the Association for the purpose of election of the Board. Thereafter the Association shall meet annually within three (3) months of the

anniversary date of the first meeting.

6. SPECIAL MEETINGS:

It shall be the duty of the President of the Board (the "President") to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed and presented to the Clerk of the Board (the "Clerk") by Lot Owners having not less than (30) percent of the votes of all Owners. The notice of any special meeting shall set forth the purpose thereof and business shall be transacted at the special meeting as stated in the notice.

7. NOTICE OF MEETING:

It shall be the duty of the Clerk to mail, by certified mail return receipt requested, a notice of each annual meeting or special meeting, at least twenty-one (21) days in advance of such 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 the address of their respective Lots and at such other address as each Lot Owner may have designated by notice in writing to the Clerk; provided, however, such notice may be hand delivered or E-mailed by the Clerk, if the Clerk obtains a receipt of acceptance of such notice from the Lot Owner or an E-mail of acceptance from the Lot Owner's designated E-account.

8. VOTING REQUIREMENTS:

A Lot Owner of record shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have paid all assessments made or levied and due against him or his Lot by the Board as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, at least three (3) days prior to the date fixed for such annual or special meeting.

9. PROXIES:

The vote appertaining to any Lot in good standing may be cast pursuant to a proxy executed by or on behalf of the Lot Owner of record or, where the Lot Owner of record is more than one person, by or on behalf of a majority of such persons.

10. QUORUM:

A quorum shall be deemed to be present throughout any meeting of the Lot Owners until adjourned, if persons entitled to cast more than thirty-three and one-third percent (33.33%) of the total votes are present themselves or through proxy at the beginning of such meeting.

11. ORDER OF BUSINESS:

The order of business at all meetings of the Association may be as follows: (a) roll call; (b) recitation of proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Trustees; (f) reports of committees; (g) election of Trustees, if applicable; (h) unfinished business; and (i) new business, any of which may be waived.

12. CONDUCT OF MEETING:

The President of the Board, or his designated alternative, shall preside over all meetings of the Association and the Clerk of the Board shall keep the minutes of the meeting and shall record all transactions occurring and all resolutions adopted at the meeting. The minutes shall be recorded electronically and in print format and communicated within ten days electronically or in print format to all Lot Owners.

13. RECORDS OF MEETING:

The Clerk shall maintain a record of all Association E-mail, and print records and that record shall be open to inspection by all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

ARTICLE III BOARD OF TRUSTEES

1. POWERS AND DUTIES:

The affairs and business of the Trust shall be managed by a Board of Trustees which shall have all of the powers and duties necessary for the administration of the affairs of the Trust and of all such acts and things as are specified in the Declaration. The Board shall have the power, from time to time, to adopt any rules deemed necessary for the enforcement of the Declaration. In addition to the general duties imposed by these By-Laws, the Board shall have the power to, and be responsible for, the following:

- (a) preparation of an annual budget, in which there shall be established the assessment of each Lot Owner;
- (b) making assessments against Lot Owners to defray the common expenses, establishing the means and methods of collecting such assessments, depositing the proceeds thereof in a bank depository which the Board shall approve, and using the proceeds to carry out the purposes of the Declaration. Unless otherwise determined by the Board, the annual assessments against each Lot Owner for his/her/its proportionate share of the common expenses shall be payable in equal monthly installments to be due and payable in advance of the first day of each month for said month. The term common expenses, shall include, but not be limited to, the following:

- (i) all costs incurred in performing the maintenance described in the Declaration; and
- (ii) any other actions authorized or taken pursuant to the Declaration or these By-Laws;
- (c) designating, hiring and dismissing the personnel necessary for the performance of the maintenance set forth in the Declaration, and where appropriate, providing compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment, if purchased, shall be deemed the common property of the Lot Owners;
- (d) making and amending rules respecting the provisions of the Declaration, these By-Laws and bringing any legal process which may be authorized and instituted on behalf of the Trust;
- (e) maintaining the books of account showing the receipt and expenditures of the Trust. The said books shall be available for examination by the Lot Owners, their duly authorized agents or attorneys, during general business hours on business days;
- (f) maintaining, repairing and replacing, as set forth in the Declaration, the Drainage System and Waterworks as those terms are defined in the Declaration, and the ways within the Subdivision and the electronic gate at Rahnden Terrace in North Reading, all as more fully described in the Declaration;
- (g) metering water use by Owners of Lots within the Subdivision, billing such Owners therefor, collecting charges for water service, liening Lots to enforce such charges, paying North Reading for water service to the Lots, and otherwise complying with the requirements of the Declaration with respect to the provision of water to the Lots for domestic consumption and to the Subdivision for fire suppression; and
- (g) doing such other things and acts not inconsistent with the Declaration

2. **NUMBER OF TRUSTEES:**

There shall be three (3) Trustees after the Declarant ceases to serve.

3. **QUALIFICATIONS FOR TRUSTEES:**

The Declarant shall serve as the sole Trustee until the initial Board is elected pursuant to

Article III, section 4. After the Declarant ceases to serve, a Trustee shall be a Lot Owner in good standing to be elected Trustee and shall remain a Lot Owner in good standing throughout his tenure as a Trustee. A Trustee who ceases to own a Lot or ceases to be in good standing is disqualified from further service.

4. ELECTION AND REPLACEMENT OF TRUSTEES:

The Declarant shall be the initial Trustee of the Trust and shall serve alone. If and when the Declarant hereunder resigns, dies or fails so to serve without replacement under the terms of the Declaration of Trust of the Reliance Realty Trust, or within three months of the time Declarant no longer owns any Lot in the Subdivision, the Association of Owners of all of the Lots shall meet and, by majority vote, elect three Trustees who shall assume the responsibilities of Declarant hereunder and serve staggered three year terms with two of those three Trustees so elected serving lesser terms of one or two years respectively. Thereafter the Owners shall annually elect one Trustee(s) so to serve. If any trustee dies, submits a resignation to the Board, ceases to be a Lot Owner in good standing or no longer owns a Lot in the Subdivision, he/she shall cease to serve as a Trustee and the remaining Trustee(s) may appoint a replacement until a meeting of the Association can be held to elect a replacement. A notification of Trustee(s)' election/appointment, accepted by the Trustee(s) so named and filed with the Registry, shall be conclusive proof of the identity of the person(s) entitled to act hereunder until a subsequent election/appointment and acceptance is so filed. The Trust shall promptly notify the Town and North Reading, in writing, of all changes in the identity of the Trustee(s), and the Town and North Reading shall be entitled at all times to deal with the Trust through the Trustee(s) identified herein or, if applicable, the Trustee(s) most recently so identified to the Town or North Reading.

5. OFFICERS:

The principal officers of the Board shall be a President, a Clerk and a Treasurer, all of whom shall be elected by the Board from among their own. The Board may appoint assistants or such other officers as in its judgment may be necessary. The offices of the Treasurer and Clerk may be held by the same person.

6. ELECTION OF OFFICERS:

The officers of the Board shall be elected annually by the Board at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or a special meeting of the Board called for such purpose.

7. TRUSTEES' LIABILITY:

Every agreement made by the Trustees shall provide that the Trustee are acting as agents

for the Trust and shall have no personal liability thereunder (except as Owners) and that each such Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Trust.

8. REMOVAL OF TRUSTEES OR OFFICERS:

The Trustees shall hold office until their respective successors are chosen and qualify in their stead. A Trustee may be removed by a two-thirds vote of the members of the Association of Owners at an annual or special meeting. A replacement Trustee may be elected at the same time. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

9. DUTIES OF THE PRESIDENT OF THE BOARD:

The President or his designated alternate shall preside at meetings of the Board and of the Association and shall be an ex officio member of all committees. He shall have general and active management of the business of the Trust and Association and shall see that all orders and resolutions of the Board are carried into effect.

10. DUTIES OF THE CLERK OF THE BOARD:

The Clerk, or his designated alternate, shall attend all meetings of the Board and all meetings of the Association, shall record the minutes of all proceedings in the Record Book of the Association and shall perform like duties for committees when required. The Clerk shall keep the record book current and in his custody. He shall give, or cause to be given, notice of all meetings of the Association, the Board, and the committees and shall perform such other duties as may be prescribed by the Board or the President. The Clerk shall compile and keep current at the principal office of the Board a complete list of the owners of record, their last known post office address, their eligibility to vote, and their designated E-mail. This list and all other records of the Board and Association shall be open to inspection by all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

11. DUTIES OF THE TREASURER OF THE BOARD:

The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, cause all required tax returns and financial reports to be compiled and filed and shall deposit all monies and other valuable personal property in such depositories as may be designated by the Board, where possible, taking proper vouchers for such disbursements, and shall render to the President and the Trustees, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the

financial conditions of the Trust. The financial records of the Board and Association shall be available and open to inspection by all Lot Owners and other persons lawfully entitled to inspect the same at reasonable hours during regular business days.

12. MEETINGS OF THE BOARD:

The Board shall meet annually no later than one week after the annual meeting of the Association to elect officers and conduct other business. The Board shall meet at least twice a year but may meet as often as necessary to conduct the business of the Trust. A special meeting of the Board may be called at any time by any Board member upon notification of all Board members by any means reasonable. Business shall be conducted by a majority vote of the entire Board. A Board member may attend any Board meeting by phone, internet conferencing or E-mail participation.

13. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC:

All agreements, contracts, deeds, leases, checks, and other instruments of the Board for expenditures or obligations may be executed by any Trustee or by such other person or persons as may be designated by the Board.

14. COMPENSATION OF TRUSTEES AND OFFICERS:

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

**ARTICLE IV
OPERATION OF THE PROPERTY**

1. FISCAL YEAR:

The fiscal year of the Association and Trust shall be the twelve month period commencing on January 1 of each year and terminating on December 31. The fiscal year herein established shall be subject to change by the Board.

2. PREPARATION AND APPROVAL OF BUDGET:

Each year the Board shall adopt a budget for the Trust containing an estimate of the total amount which it considers necessary to pay the costs of maintenance, inspections and improvements as contemplated by the Declaration. Such budget shall also include such reasonable reserves the Board considers necessary to provide general operating reserves and reserves for contingencies and replacements. The Board shall make reasonable efforts to send to each Lot Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the proportionate common expenses payable by each Lot Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies.

3. PAYMENT OF COMMON EXPENSES:

The Declarant shall pay \$2,000 into the Trust's accounts as an initial contribution. All Lot Owners shall be obligated to pay \$1,000 into the Trust's accounts upon acquiring a Lot and further to pay the annual and any special common expenses assessed by the Board pursuant to the provisions of the Declaration and these By-Laws. The annual assessments against each Lot Owner for his proportionate share of the common expenses shall be payable to the Trust in equal monthly installments to be due and payable in advance of the first day of each month for said month. Any special assessments against each Lot Owner for his proportionate share of the common expenses shall be payable to the Trust within thirty (30) days of notification by the Trustees or such time as otherwise allowed by the Trustees. No Lot Owner may exempt himself from liability for his contribution of the maintenance responsibility by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the common expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot or successor, owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling owner for all unpaid assessments against the Lot up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling owner the amounts paid by the purchaser therefore. However, that any such selling owner or purchaser shall be entitled to a recordable statement from the Board setting forth the amount of unpaid assessments against the Lot conveyed, subject to a lien for any unpaid assessments. Failure to furnish or make available such a statement within twenty-one (21) days from receipt of such request shall extinguish the lien for any unpaid assessments. Payment of a fee of ten (\$10.00) dollars shall be required as a prerequisite for issuance of such statement. If a mortgagee of a first mortgage of record or purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue of successors and assigns he shall not be subject to a lien for the payment of common expenses assessed prior to a lien for the payment of those common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all owners, including, the purchaser or first mortgagee, in proportion to their respective votes in the Association.

ARTICLE V AMENDMENT TO BY-LAWS

1. AMENDMENTS:

These By-Laws may be modified or amended either (a) by vote of at least seventy-five (75%) percent of the Lot Owners in good standing cast in person or by proxy at a meeting duly held in accordance with the provisions hereof, provided that notice of the

proposed amendment shall have been given each Lot Owner simultaneously with the notice of such meeting; or (b) pursuant to a written instrument duly executed by at least seventy-five (75%) percent of the Lot Owners in good standing provided, however, that until the control of the Trust has been turned over to the Lot Owners, as provided in Article II, section 5 or Article III, section 4, the Declarant shall have the sole right to make such amendments.

2. LIMITATION ON AMENDMENTS:

Notwithstanding the foregoing, these Bylaws may not be amended or dissolved in any manner without approval of a majority of the Planning Board.

IN WITNESS WHEREOF, the Declarant has caused these By-Laws to be executed this 31 day May, 2013

RELIANCE REALTY TRUST

By: Angelo Petrosino
Angelo Petrosino, Trustee

Commonwealth of Massachusetts

Middlesex, ss.

may 31, 2013

On this 31 day of May, 2013, before me, the undersigned notary public, personally appeared Angelo Petrosino, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Reliance Realty Trust

Alexandra A. Jacobs
Notary Public
My commission expires: 3/10/2017

