



**A.D. MAKEPEACE  
COMPANIES**

*Inspired by Nature*

December 7, 2023

Town of Wareham  
Town Clerk  
Planning Board  
54 Marion Road  
Wareham, MA 02571

*Sent via USPS Registered Mail, Hand Delivery, & Email (clerk@wareham.ma.us;  
planningboard@wareham.ma.us; kbuckland@wareham.ma.us)*

**Re: Release of Performance Bond for Crane Landing Subdivision**

Dear Town Clerk, Mr. Chairman and Members of the Planning Board:

Pursuant to the requests made by the Board at my last appearance on November 27, 2023, please find attached the following useful information:

1. Letter from Allen & Major, dated November 7, 2023, rendering the opinion that the roadway construction issues at Crane Landing were resolved.
2. Roadway "As-Built" Plan of Crane Landing Subdivision, prepared by GAF Engineering, dated December 6, 2023.
3. A list of home ownership for the parcels within the Crane Landing Subdivision provided by the Wareham Assessors Office on December 5, 2023.
4. The recorded Rights, Reservations and Restrictions for the Crane Landing Subdivision dated December 22, 2003.
5. The recorded Declaration of Trust of Crane Landing Owners Association Trust dated June 26, 2006.
6. The recorded Resignation of A.D. Makepeace as Trustee of the Crane Landing Owners Association Trust dated October 15, 2019.

Respectfully submitted,

Michael McVeigh

November 7, 2023

Town of Wareham Planning Board  
c/o Kenneth Buckland, Director of Planning and Community  
Development  
54 Marion Road  
Wareham, MA 02571

**A&M Project #:** 3292-01

**Re:** Crane Landing Subdivision  
Wareham, MA

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Dear Mr. Buckland and members of the Wareham Planning Board,

Allen & Major Associates, Inc. (A&M) has been conducting ongoing inspections of the Crane Landing Subdivision. The first inspection was conducted on June 8, 2023 and identified areas of concern within the roadway of the subdivision to be remedied during the installation of the asphalt top coat and were outlined in Field Report #1 dated the same. On October 31, 2023, A&M conducted a follow up visit to observe the roadway after the installation of the asphalt top coat throughout the subdivision. The previously reported concerns have been addressed and is outlined within Field Report #2. A&M reviewed the entirety of the roadway during the site visit and did not note additional concerns.

It is A&M's opinion that outstanding construction issues have been resolved and the Board can elect to act on this application in a manner of their choosing for the subdivision.

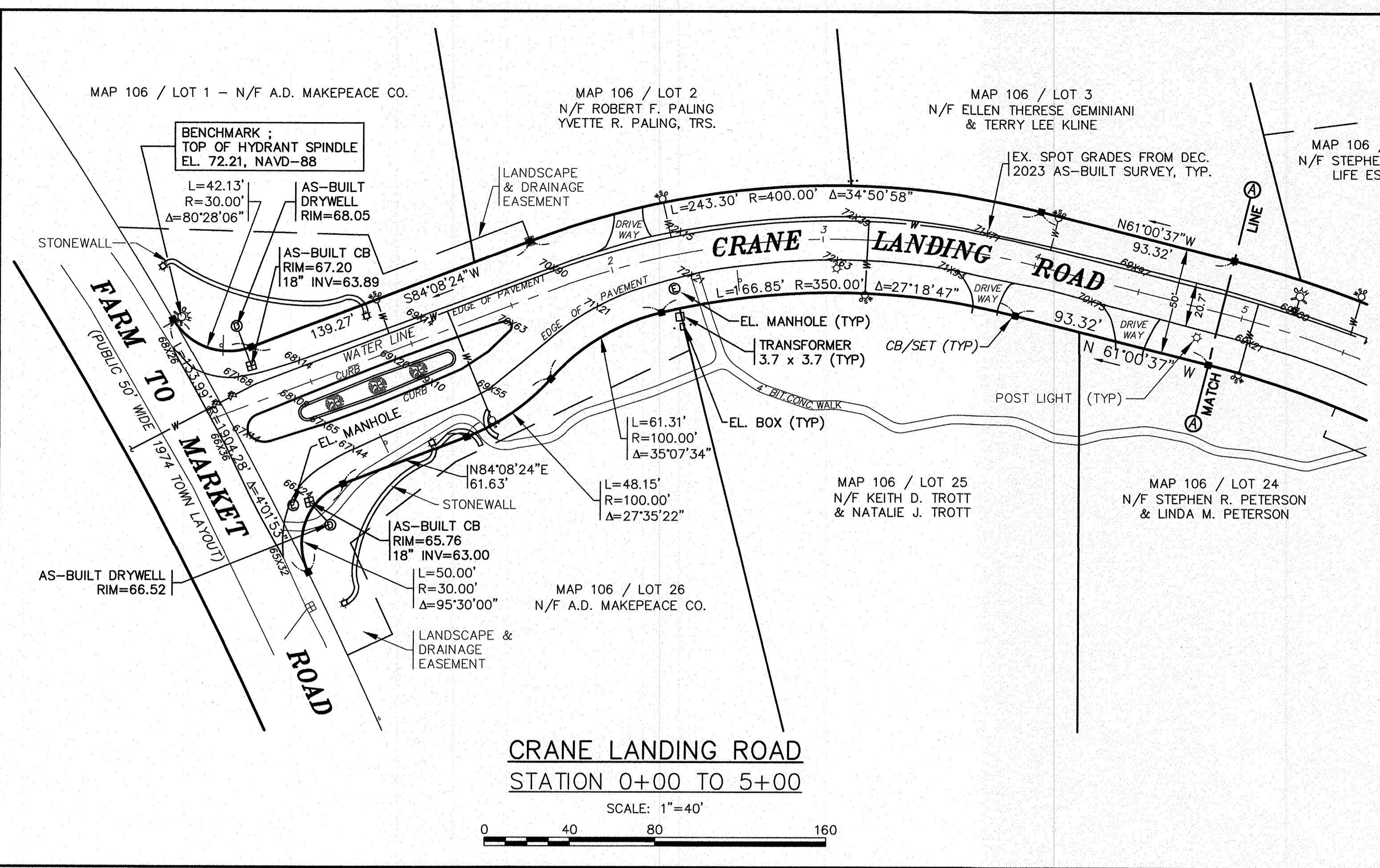
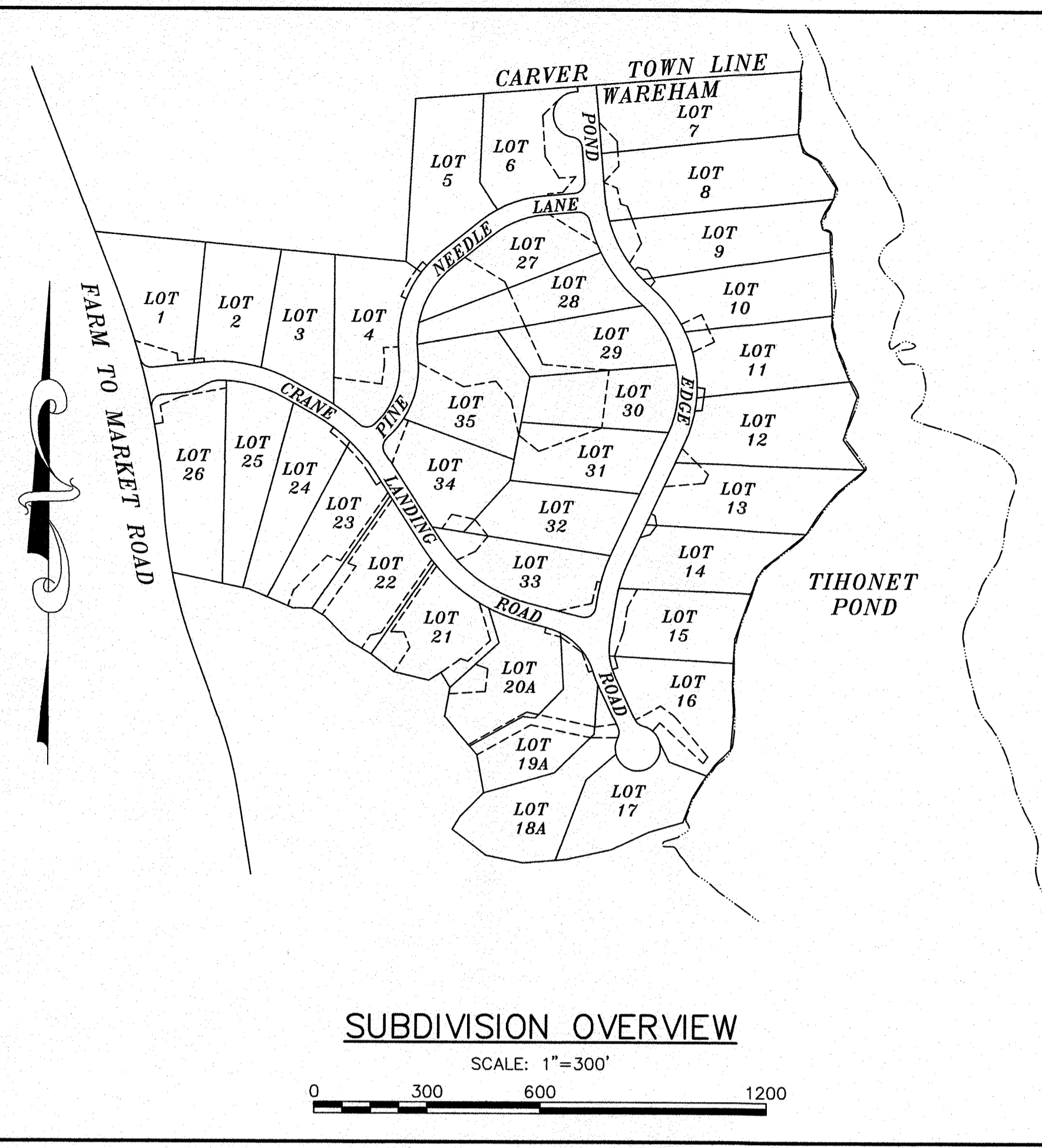
Very Truly Yours,

**ALLEN & MAJOR ASSOCIATES, INC.**

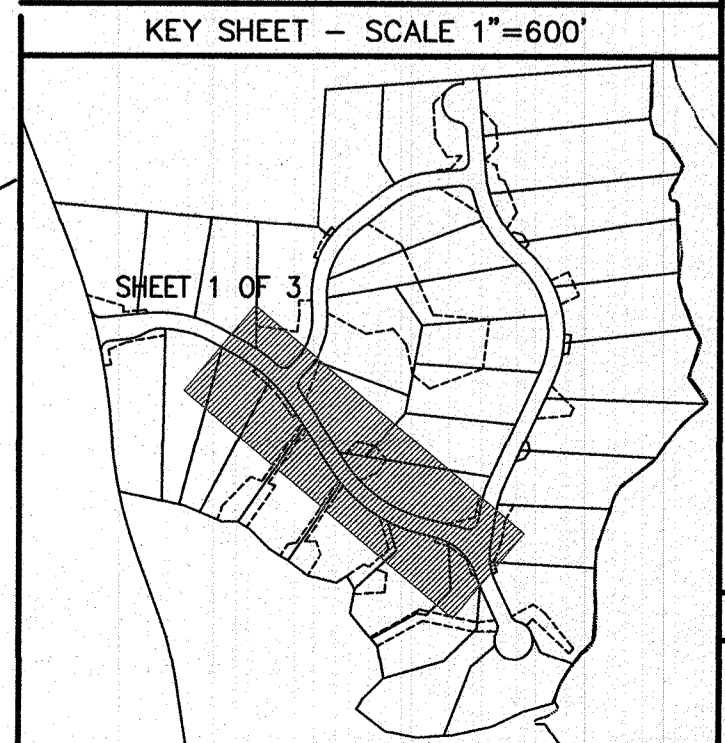
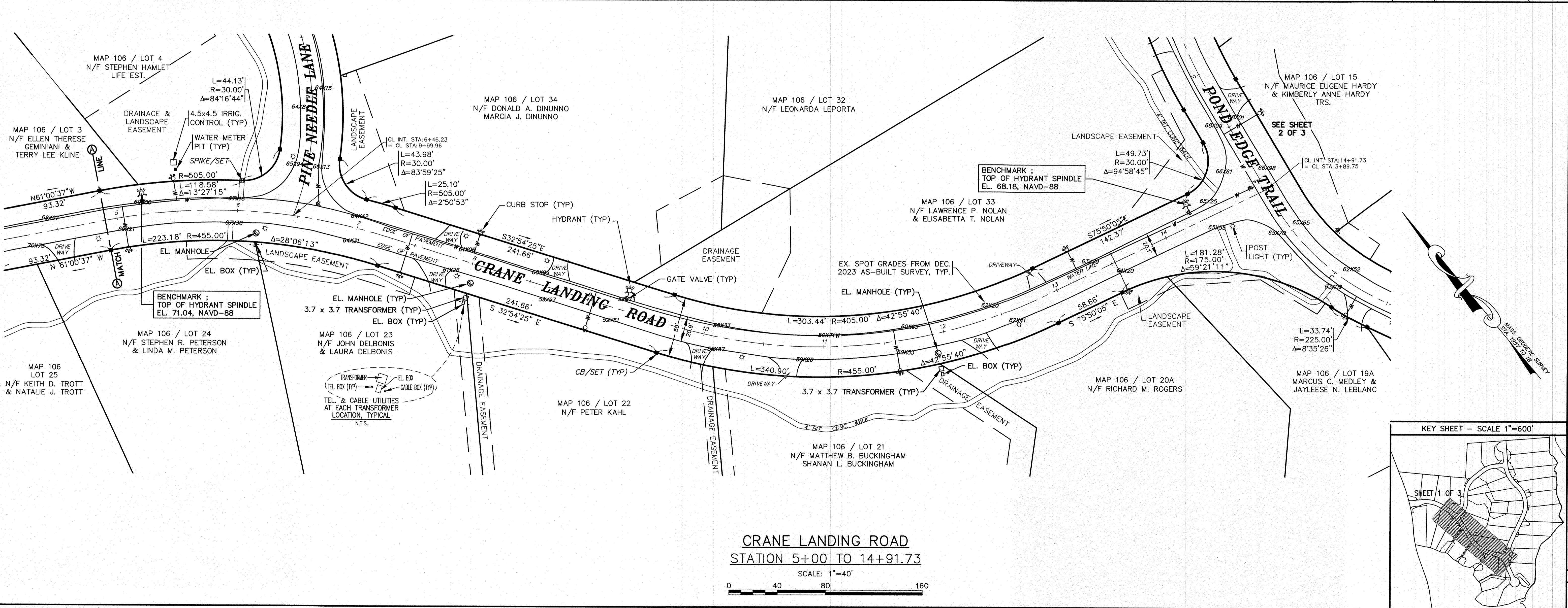
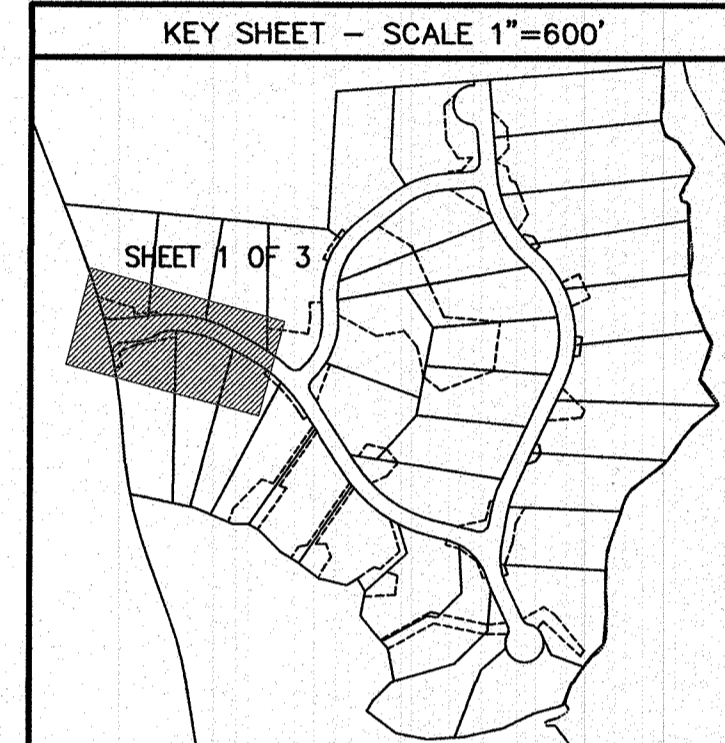


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Cordeiro  
Date: 2023.11.07  
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Phil Cordeiro, P.E.  
Branch Manager

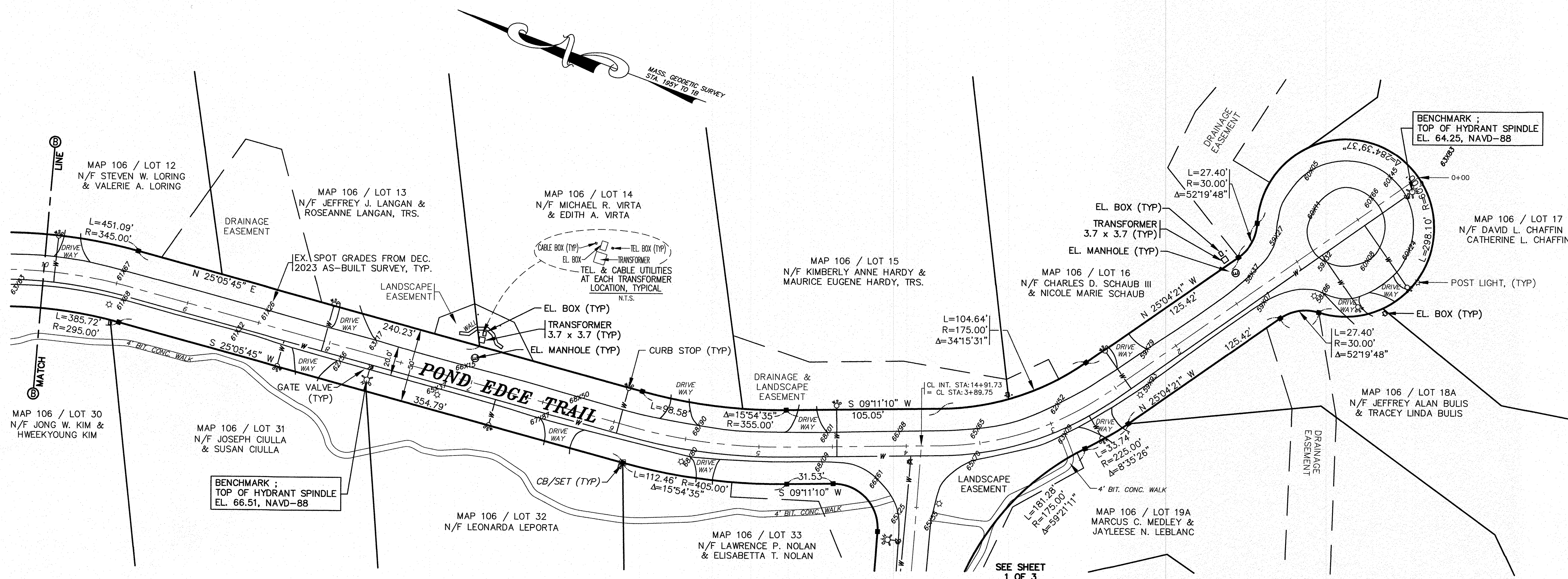


- NOTES:**
- ALL UNDERGROUND UTILITIES SHOWN OR NOT SHOWN WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS AND IN PART FROM FIELD SURVEY AND ARE APPROXIMATE ONLY.
  - AS-BUILT SURVEYS WERE PERFORMED BY G.A.F. ENGINEERING, INC. IN MAY & JUNE OF 2003, IN OCTOBER 2010, MAY 2011 AND MOST RECENTLY UPDATED IN DECEMBER OF 2023.
  - PROPERTY LINES AND ELEVATIONS ON HORIZONTAL DATUM OF NAD 1927 AND VERTICAL DATUM OF NAVD 1988.
  - REFERENCE TO SUBDIVISION PLAN RECORDED IN PLAN BOOK 46, PAGE 870, EASEMENTS PLAN RECORDED IN PLAN BOOK 51, PAGE 981, DEFINITIVE SUBDIVISION MODIFICATION PLAN CRANE LANDING & POND EDGE ROAD PLAN BOOK 53 PAGE 663.
  - LINE BEARINGS ON THIS AS-BUILT PLAN DIFFER 0'00"43" FROM THE ORIGINAL SUBDIVISION PLANS.
  - ABUTTERS SHOWN HEREON ARE ACCORDING TO THE TOWN OF WAREHAM TAX ASSESSMENT RECORDS.

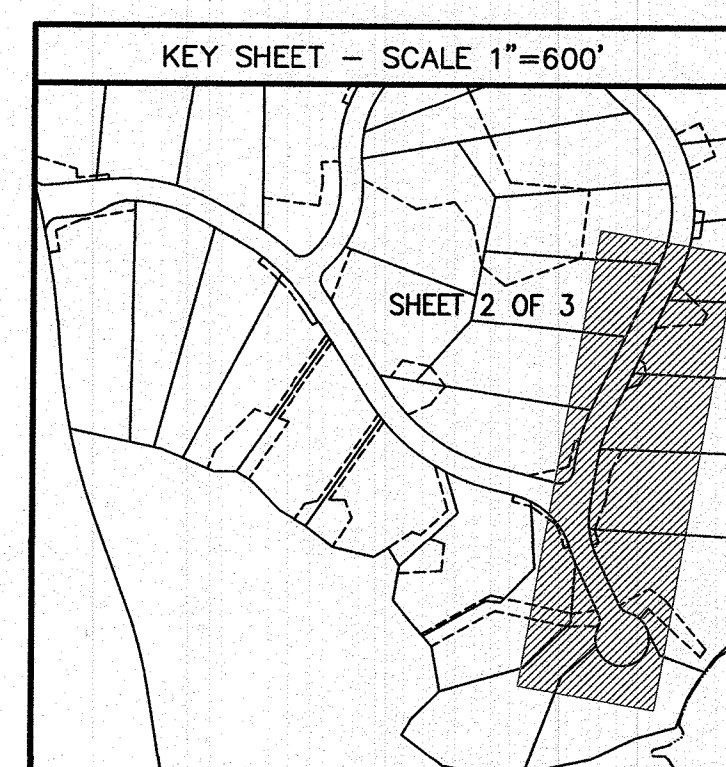


|                    |                          |  |   |
|--------------------|--------------------------|--|---|
| DATE: DEC. 6, 2023 | APPROVED BY:             |  | <b>G.A.F. ENGINEERING, INC.</b><br>PROFESSIONAL ENGINEERS & LAND SURVEYORS<br>266 MAIN STREET - WAREHAM, MA 02571<br>TEL: (508) 295-6600 FAX: (508) 295-6634<br>E-MAIL: gaf@vzw.net or info@gaf-eng.com |
| DRAWN BY: CDA/JH   | APPROVED BY: [Signature] |  |   |
| CHECKED BY: WFM    | APPROVED BY: [Signature] |  |   |
| JOB NO.: 23-10112  | APPROVED BY: [Signature] |  |   |
| SCALE: 1" = 40'    | DATE: DEC. 6, 2023       | <b>ROADWAY AS-BUILT PLAN</b><br><b>"CRANE LANDING"</b><br>OFF FARM TO MARKET ROAD<br>WAREHAM, MA | PREPARED FOR:<br><b>A.D. MAKEPEACE CO.</b><br>WAREHAM, MA   |
| REV. DATE BY APPD  |                          |  | JOB NO.: 23-10112<br>DWG. 1 OF 3  |

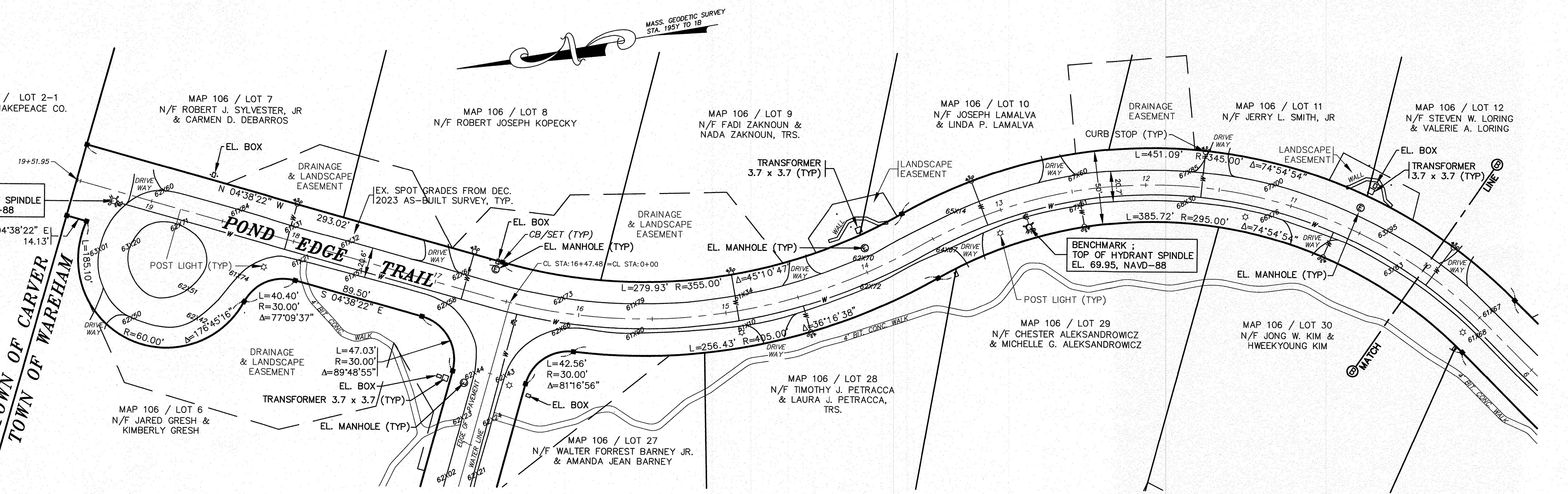
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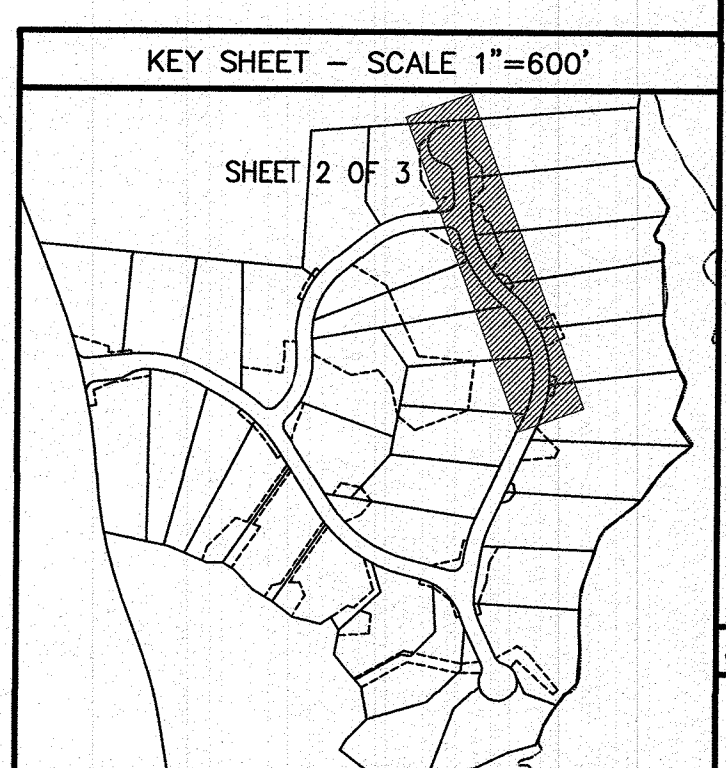
**POND EDGE TRAIL**  
 STATION 0+00 TO 10+00.00  
 SCALE: 1"=40'



| DATE         | BY      | DESCRIPTION       |
|--------------|---------|-------------------|
| DEC. 6, 2023 | CD/A/JH | DRAWN BY          |
|              | WCM     | CHECKED BY        |
|              |         | JOB NO.: 23-10112 |
|              |         | SCALE: 1" = 40'   |



**POND EDGE TRAIL**  
 STATION 10+00 TO 19+51.95  
 SCALE: 1"=40'



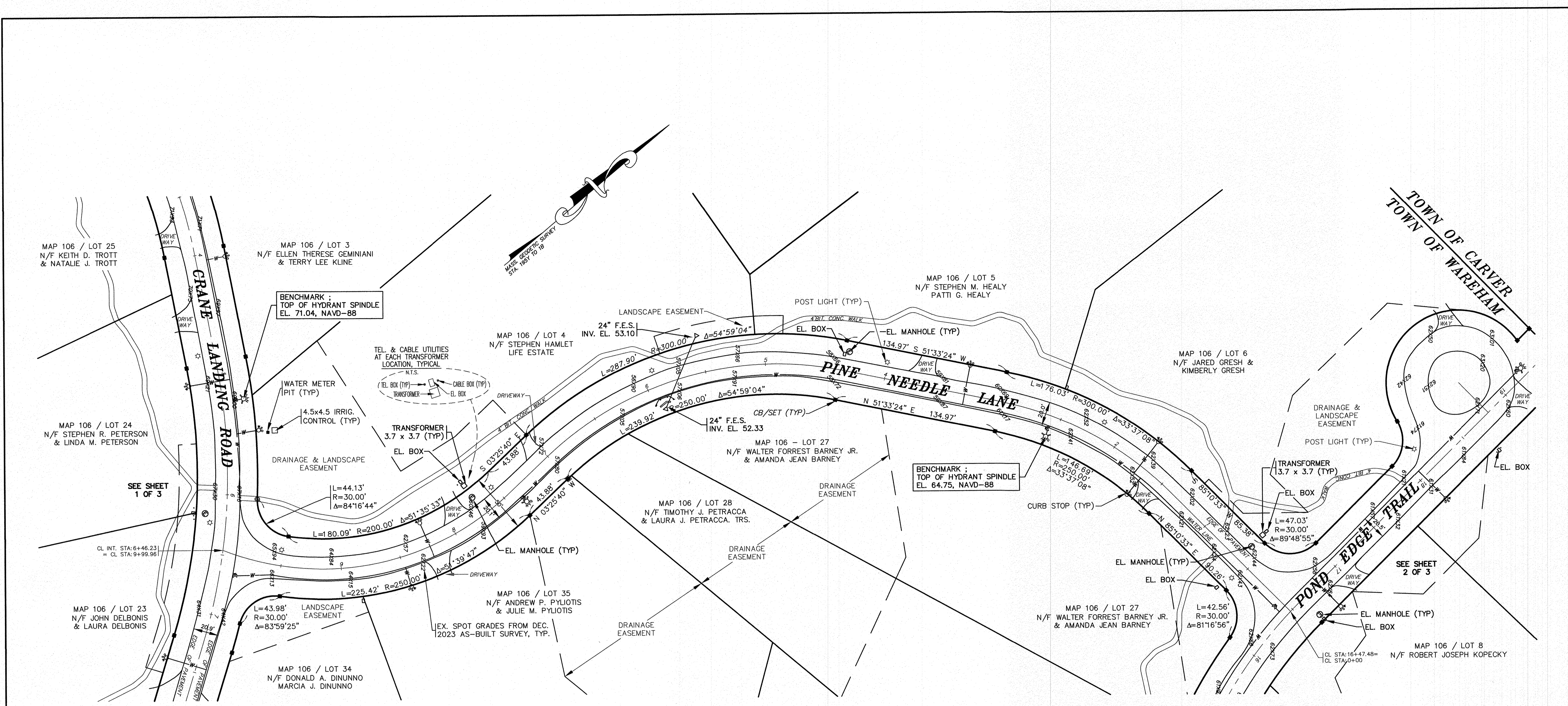
**G.A.F. ENGINEERING, INC.**  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 266 MAIN STREET - WAREHAM, MA 02571  
 TEL: (508) 295-6600 FAX: (508) 295-6634  
 E-MAIL: gaf.eng@verizon.net or info@gaf-eng.com

**A.D. MAKEPEACE CO.**  
 WAREHAM, MA  
 THONET ROAD

PREPARED FOR:  
**A.D. MAKEPEACE CO.**

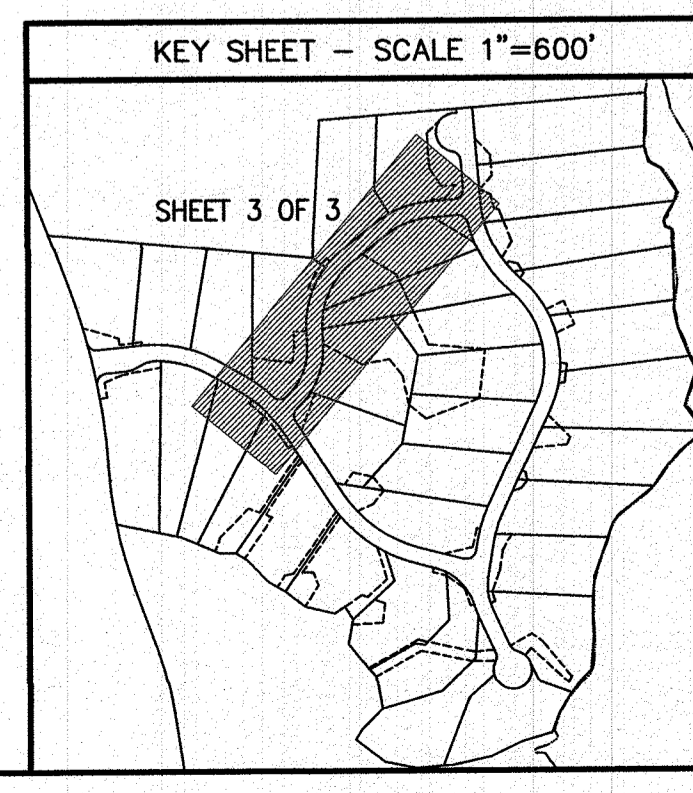
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 DWG. 2 OF 3

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| EXISTING | DESC.                   |
|----------|-------------------------|
|          | 10' CONTOURS            |
|          | 14x5 SPOT GRADES        |
|          | WETLANDS                |
|          | 15' NO TOUCH ZONE       |
|          | 30' NO BUILDING ZONE    |
|          | 100' BUFFER ZONE        |
|          | F.E.M.A. FLOOD ZONE     |
|          | CATCH BASIN (CB)        |
|          | DRAIN MANHOLE (DMH)     |
|          | OVERHEAD WIRES          |
|          | UTILITY POLE            |
|          | GUY POLE                |
|          | WATER GATE VALVE        |
|          | WATER SHUTOFF/CURB STOP |
|          | HYDRANT                 |
|          | WATER LINE              |
|          | UNDERGROUND ELECTRIC    |
|          | POST LIGHT              |
|          | GAS LINE                |
|          | GAS GATE/VALVE          |
|          | GAS SHUTOFF             |
|          | GAS METER               |
|          | FENCE                   |
|          | SIGN                    |
|          | BOUND SET               |
|          | STONE WALL              |
|          | REBAR                   |

**PINE NEEDLE LANE**  
 STATION 0+00 TO 9+99.96  
 SCALE: 1"=40'



|   |   |
|---|---|
| <b>G.A.F. ENGINEERING, INC.</b><br>PROFESSIONAL ENGINEERS & LAND SURVEYORS<br>266 MAIN STREET - WAREHAM, MA 02571<br>TEL: (508) 295-6600 FAX: (508) 295-6634<br>E-MAIL: gal@gafe.com or info@gafe.com |   |
| <b>ROADWAY AS-BUILT PLAN</b><br>"CRANE LANDING"<br>OFF FARM TO MARKET ROAD<br>WAREHAM, MA   | PREPARED FOR:<br><b>A.D. MAKEPEACE CO.</b><br>WAREHAM, MA   |
| APPROVED BY:<br>  | DATE: DEC. 6, 2023<br>DRAWN BY: CDA/JH<br>CHECKED BY: WFM<br>JOB NO.: 23-10112<br>SCALE: 1" = 40' |
| JOB NO.: 23-10112<br><b>DWG. 3 OF 3</b>   | REV. DATE BY APPD. DESCRIPTION  |

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## Subdivision Ownership

| MAP | LOT  | OWNER                    | REM_PID | REM_PRCL_LOCN       | LAND USE | LAND USE DESCRIPTION |
|-----|------|--------------------------|---------|---------------------|----------|----------------------|
| 106 | 1    | MAKEPEACE COMPANY A D    | 11016   | 2 CRANE LANDING RD  | 1300     | Vacant               |
| 106 | 2    | PALING ROBERT F          | 103230  | 4 CRANE LANDING RD  | 1010     | Single Family        |
| 106 | 3    | DEMIRANDA MANUEL         | 103231  | 6 CRANE LANDING RD  | 1300     | Vacant               |
| 106 | 20 A | ROGERS RICHARD M         | 103248  | 13 CRANE LANDING RD | 1010     | Single Family        |
| 106 | 21   | BUCKINGHAM MATTHEW B     | 103249  | 11 CRANE LANDING RD | 1010     | Single Family        |
| 106 | 22   | KAHL PETER               | 103250  | 9 CRANE LANDING RD  | 1010     | Single Family        |
| 106 | 23   | DEL BONIS JOHN           | 103251  | 7 CRANE LANDING RD  | 1010     | Single Family        |
| 106 | 24   | PETERSON STEPHEN R       | 103252  | 5 CRANE LANDING RD  | 1010     | Single Family        |
| 106 | 25   | TROTT KEITH D            | 103253  | 3 CRANE LANDING RD  | 1010     | Single Family        |
| 106 | 26   | MAKEPEACE COMPANY A D    | 103254  | 1 CRANE LANDING RD  | 1300     | Vacant               |
| 106 | 33   | NOLAN LAWRENCE P         | 103263  | 12 CRANE LANDING RD | 1010     | Single Family        |
| 106 | 34   | DINUNNO DONALD A         | 103255  | 10 CRANE LANDING RD | 1010     | Single Family        |
| 106 | 7    | SYLVESTER ROBERT J JR    | 103235  | 2 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 8    | KOPECKY ROBERT JOSEPH    | 103236  | 4 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 9    | ZAKNOUN FADI + NADA TRS  | 103237  | 6 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 10   | LAMALVA JOSEPH           | 103238  | 8 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 11   | SMITH JERRY L JR         | 103239  | 10 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 12   | LORING STEVEN W          | 103240  | 12 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 13   | LANGAN JEFFREY J         | 103241  | 14 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 14   | VIRTA MICHAEL R          | 103242  | 16 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 15   | HARDY KIMBERLY ANNE      | 103243  | 18 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 16   | SCHAUB CHARLES D III     | 103244  | 20 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 17   | CHAFFIN DAVID L          | 103245  | 21 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 18 A | BULIS JEFFREY ALAN       | 103246  | 19 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 19 A | MEDLEY MARCUS C          | 103247  | 17 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 28   | PETRACCA TIMOTHY J       | 103258  | 5 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 29   | ALEKSANDROWICZ CHESTER   | 103259  | 7 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 30   | KIM JONG W               | 103260  | 9 POND EDGE TRAIL   | 1010     | Single Family        |
| 106 | 31   | CIULLA JOSEPH            | 103261  | 11 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 32   | LEPORTA LEONARDA         | 103262  | 13 POND EDGE TRAIL  | 1010     | Single Family        |
| 106 | 4    | HOLMES ROGER A           | 103232  | 2 PINE NEEDLE LN    | 1017     | SF w In-law          |
| 106 | 5    | HEALY STEPHEN M          | 103233  | 4 PINE NEEDLE LN    | 1010     | Single Family        |
| 106 | 6    | GRESH JARED              | 103234  | 6 PINE NEEDLE LN    | 1010     | Single Family        |
| 106 | 27   | BARNEY WALTER FORREST JR | 103257  | 5 PINE NEEDLE LN    | 1010     | Single Family        |
| 106 | 35   | PYLLOTIS ANDREW P        | 103256  | 3 PINE NEEDLE LN    | 1010     | Single Family        |

**CRANE LANDING AT TIHONET POND  
RIGHTS, RESERVATIONS AND RESTRICTIONS**

A. D. MAKEPEACE COMPANY, a Massachusetts corporation with its principal place of business at 158 Tihonet Road, Wareham, Massachusetts 02571 (the "Grantor") is the owner of a certain land situated in Wareham, Plymouth County, Massachusetts located on the easterly side of Farm To Market Road and shown as:

Lots 1 through 35, inclusive, plus the fee in Crane Landing Road, Pine Needle Lane, and Pond Edge Trail as shown on a plan entitled: " 'Tihonet Pond - North' A Definitive Residential Subdivision Off Farm To Market Road, Wareham, Massachusetts Owner: A. D. Makepeace Co....Applicant: A. D. Makepeace Co....G. A. F. Engineering, Inc....July 8, 2002....Revised Through February 10, 2003..." , which plan is duly recorded at Plymouth Deeds as Plan No. 293 of 2003. For title, see Book 1408, Page 89; Book 1011, Page 462; and Book 9936, Page 245 .

It is the intention of the Grantor to create and develop a desirable residential community in a natural setting for the lots and to encourage the erection of attractive homes, properly designed and to secure proper and pleasing site development and to ensure a high quality of community appearance;

Therefore, to protect and preserve natural beauty and scenic views and create a desirable residential community and to increase the value of the lots for the mutual enjoyment and privacy of all those presently owned and to be conveyed to future building lot owners, the Grantor does voluntarily impose the following restrictions, conditions, reservations and rights to be applicable to the stated lots shown on said plan, which said restrictions, conditions, reservations and rights shall run with the land and be binding on all parties having any right title or interest in the lots :

The Master Association

The Grantor reserves the right to establish a master association of lot owners (the "Master Association"), for the purpose of providing and paying for common amenities to be shared by both the lot owners in this subdivision and the lot owners in certain other subdivisions created or to be created by the Grantor (the "Master Association Lot Owners"). All of the rights herein reserved by the Grantor in connection with said common amenities shall, if and when they are assigned to the Master Association, be deemed to be rights reserved for and granted to the Master Association. All costs of the Master Association shall be shared equitably by the Master Association Lot Owners. The Grantor and thereafter the Master Association shall have the right to establish liens by filing notice thereof against all lots and imposing reasonable penalties and costs for collection of the same in the event said annual fees remain outstanding for more than sixty (60) days.

b  
Wenokis Wenokis Serkey  
Rosenberg

### The Crane Landing Owners Association

In addition to the foregoing, all lots in this subdivision shall be conveyed with the right and easement to use Crane Landing Road, Pine Needle Lane, and Pond Edge Trail in common with the Grantor for all purposes for which streets and ways may now or hereafter be used in the Town of Wareham. The Grantor hereby reserves to itself and its successors and assigns (1) the right, appurtenant to other land of the Grantor located in the Town of Carver contiguous to the subdivision on the north, the right to use said private ways and other facilities in common with said lot owners; (2) the right at any time and from time to time to grant to any other person or persons as appurtenant to other land the right to use said private ways and other facilities in common with said lot owners ; (2) the right at any time and from time to time to install, maintain, repair, replace and relocate therein and thereover sidewalks and curbing; (3) without limiting such other rights as the Grantor may have with respect to said private ways, (i) the right at any time and from time to time to grant, change the grade of, surface, landscape and otherwise improve said private ways and to use, remove and dispose of soil therefrom and to cut trees and brush thereon in connection therewith, and (ii) the right to install and maintain all public utilities in, over, under, along and upon said private ways and in strips of land ten (10) feet in width adjoining said private ways reserving also to the Grantor the right to grant easements to public service corporations for the installation and maintenance of such public utilities in, under and upon said private ways and said ten(10) foot strips adjoining the same.

Independent of all other utilities, the Grantor and thereafter The Crane Landing Owners Association, as hereinafter described, shall own the water system inclusive of all pipes, services, hydrants, valves, fittings, service boxes, and associated appurtenances from and downstream of the gate valves located within the public right-of-way on Farm To Market Road and the private rights-of-way shown on the aforementioned plan . All costs associated with the maintenance, expansion, repair, and/or replacement of said water system shall be the sole responsibility of the Grantor and thereafter The Crane Landing Owners Association . Furthermore, the Grantor and thereafter The Crane Landing Owners Association, as hereinafter described, is bound by the rules and regulations, specifications, policies, standard operating procedures, and/or directives of the Wareham Fire District as now in effect, or as revised. It is understood that no party other than as authorized by the Water Superintendent may operate any valve or hydrant except for those valves installed downstream of a curb stop. Nor shall any party take or allow leakage of water from any portion of the water system before it is metered. It is further understood that by order of the Water Superintendent the water supply may be terminated, interrupted, curtailed, or restricted as necessary for operational efficiency and/or for failure to comply with the rules and regulations,



specifications, policies, standard operating procedures, and/or directives of the Wareham Fire District.

The Grantor and thereafter The Crane Landing Owners Association, as hereinafter described, reserve the right to maintain, improve and repair said private ways provided, however, by so doing the Grantor or thereafter the Association shall not become liable for any injury to persons or property using said private ways.

Said lot owners by acceptance and recording their deeds agree to pay to the Grantor or the Association as hereinafter set forth a pro rata share of the cost of maintaining, repairing and improving the said private ways and easement areas adjacent thereto, said shares to be equally apportioned between said lot owners. The Grantor and thereafter The Crane Landing Owners Association shall render a statement of the amount due annually at the end of each year and each said lot owner agrees to pay the same within thirty (30) days from the date said bill or statement is rendered.

The Grantor intends to establish an association of lot owners to be known as the "The Crane Landing Owners Association" (the "Association"). Seven years from the date of the recording of this instrument at the Plymouth Registry of Deeds or on a date sooner than seven years, which date shall be designated by the Grantor, all of the rights herein granted to and reserved by the Grantor in connection with said private ways shall be deemed to be rights reserved for and granted to the Association. All costs of the Association shall be shared equally by all of the said lot owners. The Grantor and thereafter the Association shall have the right to establish liens by filing notice thereof against the subject lot and imposing reasonable penalties and costs for collection of the same in the event said annual fees remain outstanding for more than sixty (60) days.

Layouts of such private ways shall not be presented to the Wareham Board of Selectmen or to the Wareham Town Meeting for acceptance unless reconstructed to the standards for streets established in the Wareham Planning Board's Rules and Regulations Governing the Subdivision of Land that are then applicable.

All lots shall be subject to and have the benefit of the rights, reservations, and restrictions set forth below, which shall be enforceable by the owner of any lot, except for restriction no. 11, which shall be enforced only by the Grantor (or the Association on and after the date on which said rights are deemed to be rights of the Association), provided, however, that until the Grantor owns none of said lots or an earlier date designated by the Grantor, the enforcement of these restrictions shall be solely by and in the sole discretion of the Grantor.

In the event that the Grantor, its nominee or successor, incurs costs and expenses in enforcing said restrictions, said costs, including, without limitation, attorneys' fees, shall be payable by the owner of the lot or lots in question to the Grantor or its successor

immediately. To secure such payment, the Grantor or its successor shall have an automatic lien upon such lot or lots.

1. No lot shall be subdivided, but two or more lots may be combined and redivided into the same or a lesser number of lots, no one of which shall contain fewer square feet or less frontage than any one of the lots so combined and redivided, and each of the lots produced by such combination and redivision shall constitute a lot within the meaning of this Declaration.
2. Only one single family dwelling not more than two and one-half stories high with garage for use of its residents accommodating not more than three motor vehicles shall be constructed or maintained on any lot.
3. No lot shall be used for any purpose other than for a residence for a single family. No business, trade or mercantile enterprise shall be conducted on any lot other than the practice of a profession, and then only within the dwelling house thereon. No separate professional or office building shall be permitted and no social organization, clubs, or similar organizations shall occupy any lot or building. This restriction shall not prevent the renting of a lot and all structures thereon as a unit, from time to time, for use as a private residence by the tenant, his family, personal assistants, and non-paying guests.
4. Clothes lines or drying yards shall be located and used so as not to be visible from any way and shall be enclosed with a fence or otherwise obscured from view. All facilities for the storage and disposal of garbage and rubbish shall be suitably covered and enclosed, shall be located within ten feet of the residence and shall not be visible from any way on which the lot has frontage. No refuse piles or unsightly objects shall be placed or suffered to remain on the premises.
5. No house trailers, portable houses, tents or other temporary shelters shall be parked or stored in the open or used as a temporary or permanent residence on a lot. No unregistered vehicles shall be kept or stored in the open and no buses or commercial vehicles of any kind except pickup trucks of not more than 1/2 ton capacity shall be parked in the open overnight. No structures shall be occupied prior to completion.
6. Sewage disposal shall be provided only by septic system duly approved by the Wareham Board of Health.
7. No fowl or animals other than a usual and reasonable number of common household pets shall be kept on any lot, provided same are not kept, bred or maintained for commercial purposes.

8. Exterior lighting on any building lot shall be of such controlled focus and intensity as not to be offensive to residents of neighboring property.

9. The use of trail bikes, mini-bikes, motorcycles, snowmobiles and similar vehicles shall not be permitted on the said private ways except that motor vehicles registered as such and actually used for transportation may be used for such purpose upon said ways.

10. No boats may be stored on any lot unless garaged or in a location not visible from any way on which the lot has frontage. However, notwithstanding the above, one boat may be stored behind the rear line of the dwelling located on the lot.

11. No residence, accessory building, swimming pool, tennis court, or other structure shall be sited, constructed, placed or maintained upon any lot, and no alteration to the exterior of any structure shall be made unless they are located within the building envelope shown on the subdivision plans and unless a site plan and a home plan have been submitted in duplicate to and approved by the Grantor or its nominee. The site plan shall depict the following information: cleared areas, well and septic systems, utility services, site lighting, driveways, walkways, and landscaping. The home plan shall consist of architectural drawings including elevations, floor plans, and basic structural information. A basic specification sheet shall be included listing exterior materials, design and color schemes, and interior materials. Every dwelling in the subdivision shall contain a living area of not less than : (a) 2,000 square feet for a one story dwelling, (b) 2,600 square feet for a dwelling containing more than one story, and exclusive, in either case, of basement, garage, terrace, porch, deck or the like. For purposes of this document, "story" shall be defined as set forth in the Wareham Zoning Bylaw, as the same may be in effect from time to time. All buildings shall be erected on a continuous foundation of poured concrete and shall have a separate or attached garage for at least two vehicles, and no open-side or open-end carport shall be permitted. All driveways shall be paved with an impervious surface acceptable to the Grantor. Approval of such plans may be denied in the sole discretion of the Grantor in the event that it determines that the implementation of the plans would not further the goals for which the restrictions are imposed. Such determination, without limiting the generality of the foregoing, may be based on aesthetic grounds, insufficient living space, insufficient undisturbed border, unreasonable interference with the view of another lot or on the fact that the plans or specifications are insufficiently detailed.

No work shall be commenced on any lot until written approval is received and recorded at the Plymouth County Registry Of Deeds.

Any structure, alteration addition or landscaping shall be deemed to have been approved unless suit to restrain the same shall have been commenced in or within six months after the completion of said work and notice of the filing of said suit has been

recorded at the Plymouth County Registry of Deeds within six months after the completion of said work.

12. No building materials of any kind shall be placed on any lot except in connection with construction approved as above provided. As soon as building materials are placed on any lot, such construction shall be commenced promptly and the exterior of any structure and related grading and landscaping shall be completed within eight (8) months after construction is begun.

13. No live trees exceeding four inches in diameter at a point two feet above grade shall be destroyed or removed, except as may be necessary for building, construction, site development, grading or landscaping which has been approved in accordance with these restrictions. No fences, hedges, walls, foliage screens or other obstructions of view shall be used on any lot without the prior approval of the Grantor and shall, in no event, exceed forty-two inches in height at any distance greater than fifteen (15) feet from any building provided, however that approval shall be given on reasonable and appropriate conditions for swimming pool enclosures required by the Wareham Zoning Bylaw, as the same may be in effect from time to time.

14. No signs of any kind shall be placed or maintained in or upon the way or any lot without the prior written consent of the Grantor, except that a single real estate "For Sale" sign of reasonable size and a sign of reasonable size bearing the name of the owner or occupant may be placed on any lot. The Grantor shall have the right to enter upon any land for the purpose of removing any nonconforming sign.

15. No loam, sand or gravel shall be removed from a lot except that resulting from approved construction or grading plans.

16. Any or all of the rights, powers, duties and reservations held by or reserved to the Grantor hereunder or under any other instruments of record affecting said premises may be assigned in whole or in part at any time and from time to time by the Grantor and its assignee provided such assignments are duly recorded at the Plymouth County Registry of Deeds.

17. The Grantor or its nominee or assignee may waive, modify or amend any or all of the rights, reservations, and restrictions herein contained, provided that no modification or amendment shall be more restrictive as to lots not then owned by the Grantor.

18. The above rights, reservations, and restrictions, unless released or waived, shall remain in full force and effect for a period of thirty years from the date of the recording

of this instrument at the Plymouth County Registry of Deeds unless extended in accordance with the procedures set forth in section 27 of chapter 184 of the Massachusetts General Laws.

19. Invalidation of anyone or more of the foregoing rights, reservations, and restrictions by judgment or order of a court of competent jurisdiction shall in no way affect any other provision hereunder.

Executed as a sealed instrument this <sup>nd</sup> 22 day of December, 2003.

A.D. MAKEPEACE COMPANY

FOR VOTE,  
SEE BOOK 22819, PAGE 78

BY: John Otis Drew  
John Otis Drew, Vice President

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

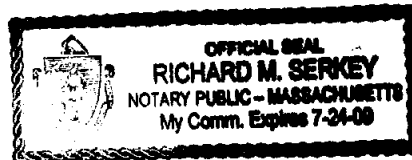
December 22 2003

Then personally appeared the above-named JOHN OTIS DREW, Vice President as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of A.D. MAKEPEACE COMPANY, before me,

Richard M. Serkey  
Notary Public:

My commission expires:

Rms/makepeace/CraneLandingdeclaration122103



Received & Recorded  
 PLYMOUTH COUNTY  
 REGISTRY OF DEEDS  
 27 JUN 2006 11:50AM  
 JOHN R. BUCKLEY, JR.  
 REGISTER  
 Bk 32931 Pg 104-112

Marginal Reference:  
 Book 27275, Page 266

DECLARATION OF TRUST  
 OF  
CRANE LANDING OWNERS ASSOCIATION TRUST

DECLARATION OF TRUST made this 26th day of June, 2006 by A. D. MAKEPEACE COMPANY, a Massachusetts corporation with its principal place of business at 158 Tihonet Road, Wareham, Massachusetts 02571 (the "Declarant" and "Trustee", which term and any pronoun referring thereto shall be deemed to include the successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits).

Witnesseth:

1. *Name of Trust.* The Trust hereby created shall be known as CRANE LANDING OWNERS ASSOCIATION TRUST (the "Trust"). Under that name, so far as legal, convenient, and practicable, all business shall be conducted by the Trustee and all instruments in writing shall be executed by the Trustee.
  
2. *Purpose of Trust.* The purpose of this Trust is to set forth all of the rights and powers conferred upon or exercisable by Crane Landing Owners Association, as defined in a document entitled: "CRANE LANDING AT TIHONET POND RIGHTS, RESERVATIONS, AND RESTRICTIONS" ("the declaration of Rights Reservations and Restrictions"), dated December 22, 2003 and recorded at Plymouth Deeds in Book 27275, Page 266-272, as amended Amendment to Crane Landing at Tihonet Pond Rights, Reservations and Restrictions dated June 14, 2004 and recorded with said Deeds in Book 28462, Page 292, as shown on a plan entitled: "'Tihonet Pond-North' A Definitive Residential Subdivision Off Farm To Market Road, Wareham, Massachusetts Owner: A.D. Makepeace Co.... Applicant: A.D. Makepeace Co.... G.A.F. Engineering, Inc.... July 8, 2002.... Revised Through February 10, 2003...", which plan is duly recorded in said deeds as Plan No. 293 of 2003 in Plan Book 46, Page 870. All property, real and personal, tangible and intangible, conveyed to the Trustee hereunder shall vest in the Trustee, in trust to exercise, manage, administer and dispose of the same, and to receive the income thereof, for the benefit of the Owners of record from time to time of Lots 1-35, inclusive.
  
3. *Beneficiaries.* The beneficiaries of this Trust shall be the Owners. The word "Owner" shall mean and refer to the record holder from time to time of the legal title in fee to each lot (Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35). The holder of legal title in fee shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession. Two or more persons or entities holding record title to the same parcel or parcels shall be treated as a single Owner; exercise of their rights as such

Return to: SHIRLEY M SHERIDAN ESQ  
 ONE WOLFPEN LANE  
 SOUTHBOROUGH MA 01772

owners shall be by their unanimous action; and their obligations to pay any assessment shall be joint and several. If the same Owner shall hold record title to more than one lot, such Owner shall be treated as a separate Owner for each lot.

4. *Powers and Duties of Trustees.* For the purpose of carrying out the terms of this Trust, the Trustee shall have the powers and duties necessary for the administration of Trust property, including without limitation the following powers, which may be exercised by the Trustee without any action or consent by the Owners and which shall continue after the termination of the Trust for the purpose of disposing of the Trust property and until final disposition thereof:

- (a) To maintain, repair, replace and improve the common areas;
- (b) to adopt reasonable rules and regulations governing the enjoyment by the Owners of the common areas;
- (c) to make contracts which the Trustee deems convenient to the performance of its duties as Trustee;
- (d) to open bank accounts in the name of the Trust or the Trustee with power in the Trustee to draw on such accounts;
- (e) to procure insurance;
- (f) to pay, resist, compromise or submit to arbitration any claim or matter in dispute;
- (g) to determine and collect the common and special charges from the Owners for the above purposes as referenced in said declaration, to disburse such common and any special charges and issue Certificates releasing any lien for such common or special charges to be executed by the Trustee;
- (h) to maintain, repair, replace and improve all utilities, equipment, pipes and appurtenances in or upon said common areas; and
- (i) to exercise any other powers which may be necessary or desirable for carrying out the terms of this Trust or which the Trustee may have under any present or future statute or rule of law; and to execute and deliver all appropriate instruments in connection therewith.

5. *Common and Special Charges.* The Trustee shall from time to time, and at least annually, prepare a budget for the Trust to determine the amount of the common charges payable by the Owners to meet the common expenses of the Trust. The Trustee shall have the power to raise such amounts of money to meet any needs of the Trust by assessing on each occasion upon all of the Lots each such Owner's 1/35<sup>th</sup> proportionate share of the total amount to be raised. Common expenses shall include, without limitation

the following:

- (a) all costs relating to the construction, operation, care, repair, replacement and maintenance of the property to be maintained and operated hereunder;
- (b) all insurance premiums for the Trust property, fidelity bonds for the Trustee and agents and employees, any insurance purchased to protect the Trustee and such other insurance as the Trustee may deem necessary and appropriate;
- (c) all expenses relating to the financing, operation and maintenance of all relevant facilities and equipment pertaining to the improvement and maintenance of the common areas and roadways and the cleaning, servicing, repair, replacement and maintenance of all pipes, equipment and appurtenances located therein;
- (d) the amount that the Trustees shall deem necessary and appropriate for the working capital of the Trust, for an operating reserve for expenses, a reserve fund for replacements, and any charges for deficits from previous operating years; and
- (e) all expenses relating to the Trustee's enforcement and administration of all obligations hereunder and under the Declaration.

In addition, the Trustee shall have the power to assess Owners for special charges in connection with extraordinary repairs or replacement of the common areas or utilities or appurtenances located therein.

The Trustee shall upon reasonable request render certificates suitable for recording, indicating that no payments are due to the Trust with respect to any common or special charges, which certificates shall be conclusive as to the facts stated therein and which shall be signed by the Trustee.

6. *Payment of Common and Special Charges.* All Owners shall pay the common charges assessed by the Trustee in monthly installments on the first day of each month and every month, or at such other time or times as the Trustee shall determine. Owners shall each contribute in advance an amount not to exceed two months' estimated share of common expenses to provide a working capital fund, and to maintain said fund as required by the Trustee. Special charges shall be paid within sixty days after notice from the Trustee, or as the Trustee in its sole discretion may otherwise require.

7. *Lien for Common Charges.* Each assessment so made upon an Owner shall constitute and remain a charge and lien upon such Owner's land and every portion thereof from the date of the assessment until paid in full, and shall also constitute a personal debt of the Owner who is the Owner of such land on the date of assessment to the Trustee. Such charge, lien or personal debt may be enforced or collected by the Trustee by any available process including, without limitation, foreclosure of the



charge or lien against the land. All costs and expenses incurred by the Trustee in enforcing or collecting any assessment, including reasonable attorneys' fees, shall be paid by the Owner responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said Owner. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide first mortgage to a recognized mortgage lending institution outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this Trust takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the Trustee thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. If any assessment is not paid when due, such assessment shall bear interest at the rate of twelve (12) per cent per year from the due date, the Trustee may in addition to the other rights herein reserved, suspend the exercise of all rights given by this Trust to the Owner of the land so assessed until that sum shall have been paid in full, and at its option, the Trustees may accelerate the payment of its reasonable estimate of common charges for the twelve month period following the default and such sum shall serve as security for the payment of future common and special charge obligations.

8. *Liability of Trustees.* All persons extending credit to or contracting with or having any claim against the Trustee hereunder shall look only to the Trust property for any such contract or claim, so that neither the Trustee nor the Owners shall be personally liable therefor. No Trustee hereunder shall be liable to this Trust or to the Owners for the default of any other Trustee, or for leaving property in the hands of another Trustee, or for any error of judgment of law on his own part, but shall be liable only for his own willful default. Any Trustee hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or his estate as a result of his acting as Trustee hereunder, excluding only such loss or expense resulting from his own willful default.

9. *Reliance by Third Parties.* No person dealing with any Trustee shall be bound to inquire concerning the validity of any act purporting to be done by him or be bound to see to the application of any money paid or property transferred to him or upon his order. Any Trustee may at any time or times by written power of attorney delegate all or any of his powers and authorities, except the power to make assessments as provided in paragraph 5, whether discretionary or otherwise, to any other Trustee in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

10. *Financial Records.* The Trustee shall at all times keep proper records and accounts of the affairs of the Trust which shall be open to inspection by any Owner at all reasonable times. At least once a year the Trustee shall render a written report and financial statement to the Owners. The approval by a majority of the Owners of any

report or financial statement by the Trustee shall be, as to all matters and transactions stated in said report or statement or shown thereby, a complete discharge of the Trustee and final and binding upon all Owners.

11. *Trustees in Number and Terms.* Until seven (7) years from the date hereof, or the resignation of A. D. MAKEPEACE COMPANY as Trustee, whichever comes sooner (the "Operating Event"), there shall be one (1) Trustee (the "Initial Trustee"). After the occurrence of the Operating Event, there shall at all times be three (3) Trustees. Each successor Trustee shall be an Owner. The term of each Trustee shall expire at the time fixed herein for the annual meeting of the Owners to be held in the third year after the election of such Trustee.

12. *Election of Trustees.* At each annual meeting of the Owners, commencing with the annual meeting to be held as of the Operating Event, a simple majority of those Owners present at the meeting shall elect the Trustees for a term expiring at the time fixed for the annual meeting to be held in the third year after such election.

13. *Vacancies and Removals.* Any Trustee may at any time resign as Trustee by a written instrument signed by him, acknowledged and delivered to the remaining Trustees. Upon the death or resignation of any Trustee a vacancy in the office of Trustee shall be deemed to exist, and a new Trustee shall be elected for the unexpired term by the remaining Trustee or Trustees. Any successor Trustee shall qualify as a Trustee by written acceptance, signed and acknowledged by him. Pending any appointment of a successor Trustee, the remaining Trustee or Trustees shall have and may exercise all powers, authorities and discretions conferred by this Trust. Upon the election of a successor Trustee the Trust property shall vest in successor Trustee and the continuing Trustees without further action.

14. *Fidelity Bonds and Surety.* The Trustees shall attempt to obtain fidelity bonds in amounts which they deem reasonably sufficient to cover Trustees and employees of the Trust handling or responsible for funds.

15. *Owner's Annual and Special Meetings.* Any action or consent by the Owners shall be taken or given at the annual meeting or at any special meeting of the Owners. The annual meeting of the Owners shall be held on the first Tuesday in April of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the Trustees. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held. Special meetings of Owners may be called by the Trustees on their own motion and shall be called by the Trustees upon written application to the Trustees of at least 35% of the Owners. A written notice of the place, date, and hour of all meetings of Owners shall be given by the Trustees at least fifteen (15) days before the meeting to each Owner. Notice need not be given to an Owner if a written waiver of notice, executed before or after the meeting by such Owner or his attorney thereunto authorized, is filed with the

records of the meeting.

16. *Quorum.* A majority of the Owners shall constitute a quorum..

17. *Voting.* Each Owner shall be entitled to one vote for each lot or unit owned in the Subdivision. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the Owner and acknowledged before a notary public, shall be deemed a proxy.

18. *Termination or Amendment by Consent.* Prior to the Operating Event, the Initial Trustee, acting with the written permission of the Declarant, may amend or terminate this Declaration of Trust. After the Operating Event, the Trustees may amend this Declaration of Trust, upon an affirmative vote of at least 75% of the beneficiaries and with the written consent of the Declarant, and may terminate this Trust upon an affirmative vote of 100% of the beneficiaries. No amendment shall be allowed, however, if it would render the Trust inconsistent with the declaration of Rights, Reservations and Restrictions, or applicable approvals of the Town of Wareham. Notwithstanding the foregoing, the Trust shall only terminate if another arrangement has been made which enables the Crane Landing Owners Association to remain in effect for the duration of the Crane Landing Subdivision, and to continue to fulfill its obligations hereunder and under the declaration of Rights Reservations and Restrictions..

19. *Disposition of Trust Property.* Upon termination of the Trust, the Trust property shall be conveyed to the Owners as tenants in common, subject to the terms and provisions of all matters of record which henceforth shall be enforceable by and against the Owners, jointly and severally.

20. *Notices.* All notices to the Owners shall be in writing and shall be sent to the Owners or to such one of them as they may designate in writing from time to time, at the last address of such Owner as it appears in the records of the Trust. Changes in the Owners or their addresses shall be noted in the records of the Trust only upon written notice filed with the Trustees. Notice shall be deemed given as of the date of mailing.

21. *Termination by Law.* This Trust, unless sooner terminated as herein provided or extended, shall terminate on June 1, 2052.

22. *Incumbency of Trustees.* A certificate signed by any Trustee and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation, trust or association acting in good faith in reliance thereon as to the truth of any matter or facts stated therein relating to:

(a) the death, resignation, removal or appointment of a Trustee or to the delegation by a Trustee to another Trustee of his powers, authorities and discretions;

- (b) compliance by the Trustees and Owners with any requirement of this Trust;
- (c) the terms of this instrument and any amendment or termination of this Trust;
- (d) the fact of the validity of any action taken by the Trustees or Owners and to the authority of the Trustees or Owners to take such action or the number of Owners acting in favor of any matters; or
- (e) any other matter pertaining to the Trustees, Owners or the Trust actions or property.


When recorded with the Plymouth County Registry of Deeds, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

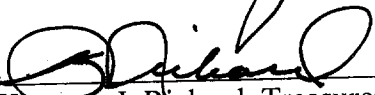
23. *Recording.* The termination and all amendments of this Trust and resignations and appointments of Trustees shall be filed with said Registry, and any person shall be entitled to rely on the records of said Registry with respect to the termination of the Trust, the terms of the Trust, any amendment thereto, and the identity of the Trustees, the identity of the Owners, and to any other matter pertaining to the Trust, the Trustees and the Owners of the Trust property.

24. *Governing Law.* This Trust shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal on this 26th day of June, 2006.

**A.D. MAKEPEACE COMPANY**

By:   
Michael P. Hogan, President

By:   
Kenneth J. Richard, Treasurer


For Vote See Book 30337, Page 286

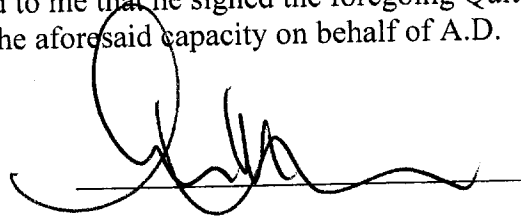
**COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss

June 26, 2006

On this June day of June, 2006, before me, the undersigned notary public, personally appeared Michael P. Hogan, the President of A.D. Makepeace Company, a Massachusetts corporation, proved to me through satisfactory evidence of identity, being in this instance driver's license, and acknowledged to me that he signed the foregoing Quitclaim Deed voluntarily and for its stated purpose in the aforesaid capacity on behalf of A.D. Makepeace Company.

 **Shirley M. Sheridan**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 6, 2009




Notary Public  
My Commission Expires

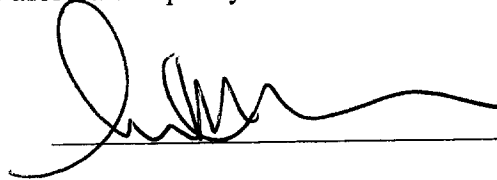
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

June 26, 2006

On this 26th day of June, 2006, before me, the undersigned notary public, personally appeared Kenneth J. Richard, the Treasurer A.D. Makepeace Company, a Massachusetts corporation, proved to me through satisfactory evidence of identity, being in this instance driver's license, and acknowledged to me that he signed the foregoing Quitclaim Deed voluntarily and for its stated purpose in the aforesaid capacity on behalf of A.D. Makepeace Company.

 Shirley M. Sheridan  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 8, 2009



Notary Public  
My Commission Expires

Marginal Reference:  
Book 32931, Page 104

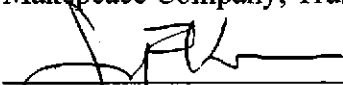
**CRANE LANDING OWNERS ASSOCIATION TRUST**  
**CERTIFICATE OF RESIGNATION OF TRUSTEE**

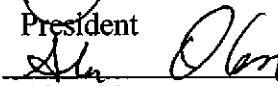
Reference is hereby made to the Declaration of Trust dated June 26, 2006, recorded with the Plymouth County Registry of Deeds in Book 32931, Page 104, which Declaration of Trust established the Crane Landing Owners Association Trust.

Now comes A. D. Makepeace Company and hereby certifies that it resigns as Trustee as of January 1, 2020.

Executed as a sealed instrument this 15th day of October, 2019.

A. D. Makepeace Company, Trustee

By:   
James F. Kane  
President

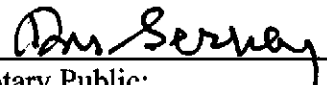
By:   
Alan Olans  
Assistant Treasurer

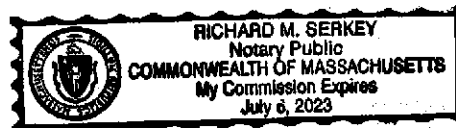
COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

October 15, 2019

Then personally appeared the above-named James F. Kane, President as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose.

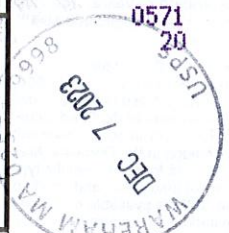
  
Notary Public:  
My commission expires:



Registered No.  
RB743946909US

Date Stamp

|   |   |  |
|---|---|--|
| To Be Completed By Post Office                                | Postage \$ <b>\$2.07</b>  | Extra Services & Fees (continued)                                      |
|   | Extra Services & Fees \$ <b>\$17.55</b>                               | <input type="checkbox"/> Signature Confirmation \$                     |
|   | <input type="checkbox"/> Registered Mail \$ <b>\$0.00</b>             | <input type="checkbox"/> Signature Confirmation Restricted Delivery \$ |
|   | <input type="checkbox"/> Return Receipt (hardcopy) \$ <b>\$0.00</b>   | <b>Total Postage &amp; Fees</b>  |
|   | <input type="checkbox"/> Return Receipt (electronic) \$ <b>\$0.00</b> | <b>\$ \$19.62</b>  |
| <input type="checkbox"/> Restricted Delivery \$ <b>\$0.00</b> | Customer Must Declare Full Value \$ <b>\$1.00</b>                     | Received by <b>12/07/2023</b>  |



Domestic Insurance up to \$50,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

**OFFICIAL USE**

|  |      |                                     |
|--|------|-------------------------------------|
| To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed | FROM | A. WAREHAM MA 02571 CO.             |
|  |      | 158 TITONET ROAD                    |
|  |      | WAREHAM, MA 02571                   |
|  | TO   | TOWN OF WAREHAM                     |
|  |      | TOWNSHIP MA 02571                   |
|  |      | 54 MARION ROAD<br>WAREHAM, MA 02571 |