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May 20, 2014

Bill Homans, President
Pinecrest Property Owners Association, Inc.
P.O. Box 123
Hubbardston, MA 01452

Re: Pinecrest Subdivision/Wachusett Shores
Restrictions and Covenants

Dear Bill:

Please consider this letter a follow-up to our conversation last week wherein you asked me to clarify the current status of the Wachusett Shores deed restrictions, their enforceability, and individual owners' liability for possible legal wrongdoing of Pinecrest Property Owners Association, Inc. (hereinafter "PPOA") in connection with said restrictions.

The deed restrictions were originally placed on the Wachusett Shores subdivision, a common scheme development, in 1964 by the developer, American Central Company. A Notice of Extension of the restrictions was recorded with the Worcester District Registry of Deeds in 1994 in accordance with Mass. Gen. Laws chapter 184, section 26, et. seq. This Extension made the restrictions effective for an additional 20 years. While the current restrictions will expire on June 23, 2014, it is my understanding that the PPOA membership voted to extend the Restrictions again, as amended, at your recent annual meeting.

In the unlikely event that PPOA is ever sued in connection with the viability, legality, or enforcement of the aforesaid Restrictions, the individual owners' properties in Pinecrest / Wachusett Shores could not be reached to satisfy a possible judgment against the Association. Only the assets of PPOA, Inc. (e.g. the common recreational lands, the lodge, PPOA, Inc. funds, etc...) would be subject to attachment for same. However, individual owners do have the right to seek redress in court if they believe the restrictions are being violated by another lot owner. Typically, an equity action would have to be filed asking the court to enforce the restriction. Money damages could also be awarded against the offending party, but not against every property owner in the Association.

I have enclosed copies of the aforementioned Massachusetts statute governing property

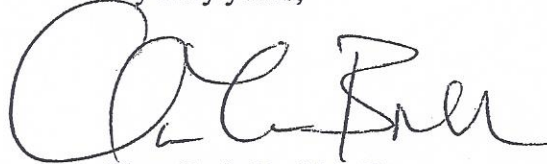
restrictions as well as the original 1975 Agreement between American Central and PPOA, Inc. which makes clear that management, collection, and assessment of the deeded maintenance fees, as stated in the Restrictions, is the responsibility of PPOA, Inc.

Enclosed are the documents previously provided to you as drafts, which must be signed by the Board members (in front of a Notary Public) and recorded at the Worcester District Registry of Deeds prior to June 23, 2014 in order to keep the Restrictions in effect.

I have also enclosed an invoice for my services which includes previously unbilled time from October 2013.

Please feel free to contact me with any additional questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to read "Clare Frain Brekka". The signature is fluid and cursive, with a large initial "C" and "F".

Clare Frain Brekka, Esq.

CFB/ld
Enc.