

## FOREST ROW ASSOCIATION AGREEMENT

An agreement between owners of Units 1-18  
located on land leased from

COMMUNITY LAND TRUST IN THE SOUTHERN BERKSHIRES  
at Forest Row, Great Barrington, Massachusetts

The undersigned, in consideration of the mutual promises and agreements herein and the parties' reliance thereon, being lessees from the Community Land Trust in the Southern Berkshires (hereinafter referred to as CLT), of land in "Forest Row" so-called, being a Planned Unit Residential Development (PURD) developed by CLT, hereby enter into this Agreement to specify the rights and obligations of the parties hereto (Lessees) in their use of dwelling units on and within the premises owned by CLT, and in their individual and common use of land within said premises.

1. Each of the parties hereto is a party to a lease with CLT for use of a residential site, and is an owner of a residential unit on that site, each unit being designated hereinafter on the signatories page in correspondence to the designations of eighteen (18) units on the Forest Row Plan attached to the leases of the parties and which plan is a part of the PURD plan approved by the town of Great Barrington, Massachusetts. Each unit owner, jointly and severally, acknowledges that he/she/they as holders of a valid lease from CLT, are entitled to a one-eighteenth (1/18) interest in matters of joint or mutual concern regarding use of land specified in the aforesaid lease agreement, and where a vote is required or allowed, each unit owner shall be entitled to one (1) vote of the total eighteen (18) votes.
2. For purposes of facilitating resolution of issues and concerns joint to the use of said premises and said units, the parties hereto agree to form an Association which will meet from time to time to discuss issues relating to their common interest in said units and common interest in and use of said premises, and to adopt regulations relating to such common interest and use and costs relating to same. Any such regulations shall be subject to and not inconsistent with the terms and provisions of the said CLT lease, and no such regulations shall be made or enforced in such a way as to impair or adversely affect the rights of mortgage holders of the parties hereto. A meeting of the Association may be held upon request of any two parties, such request to be upon reasonable notice. Decisions of the Association shall be by majority vote, the owners of each dwelling unit

being entitled to one (1) vote. In the event that not all eighteen (18) votes of the Association can be exercised by lessees due to lack of a valid lease from CLT, CLT shall be entitled to exercise those votes to make a total of eighteen (18). The parties hereto stipulate that their Association is not a partnership, and the parties have no intent of creating partnership rights and liabilities. A copy of the current By-Laws and Policies of the Forest Row Association is attached hereto. The signing of this Agreement constitutes an acceptance of these By-Laws and Policies.

3. The parties agree to share equally, joint costs regarding management and improvements of common areas, providing that no expenditures in excess of \$250.00 shall be made for such work without the vote or assent of the Association, in accord with its rules and regulations.
4. In accordance with the By-Laws of the Association, the parties hereto shall appoint a Management Committee to deal with the affairs of the Association. All records of the Association shall be available for inspection by any of the parties hereto, upon reasonable notice.
5. The Association shall discuss, from time to time, the advisability of maintaining singular or coordinated insurance policies, as to building and premises liability insurance.
6. Any party selling or otherwise conveying his/her/their interest in said premises shall give the transferee notice of the joint rights and liabilities of the Lessees of CLT and shall provide to such transferee a copy of the CLT lease and of the rules and regulations of the Association; the parties agree further, to provide to guests and invitees reasonable notice/explanation of the Association's rules and regulations, as such may pertain to such guests and invitees.
7. Any common expense not paid by a party hereto (or his/her/their successor in interest) shall be deemed a lien against the equity interest of such party, in accordance with the rights of the mortgage holders, if any, of such party and of CLT, and this Agreement shall be evidence of such right in the parties hereto to secure their claim for such contribution to common expenses. No party shall be entitled to transfer his/her/their interest to another party as long as such expense is not paid.
8. In the event a party ceases to be the owner of a unit, such party shall be entitled to receive, from the Treasurer of the Association, his/her/their pro-rata share of any funds held by the Association Treasurer.
9. The parties agree that no unit owner shall make a substantial material change to the exterior of his/her/their unit unless same is approved by the Association, and providing that such a change is not inconsistent with the terms of the CLT lease.

10. The parties agree that no unit owner shall make any interior change which may adversely affect the health and well-being of the other residents of Forest Row; nor shall any unit owner permit upon the premises (including within each unit) illegal acts or such other acts which may adversely affect the health and well-being of the other residents of Forest Row. All interior work concerning but not limited to the electrical, plumbing or heating must be done in compliance with all Federal, state or municipal codes.
11. This Agreement may be amended only by a vote, duly noticed, of at least 75% of the eligible votes in the affirmative and no such vote shall be or result in acts detrimental to the economic value of the units.
12. Any conflicts or disputes arising among parties to this Agreement shall be resolved by arbitration, which arbitration shall be in accord with the arbitration procedures of the CLT lease to which the parties hereto are Lessees.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_:

(Signatures of owners of Units)

\_\_\_\_\_ Unit \_\_\_\_\_

\_\_\_\_\_ Unit \_\_\_\_\_

**Berkshire Community Land Trust**  
P.O. Box 276  
Great Barrington, MA 01230  
(413) 528-4472 • [www.berkshirecommunitylandtrust.org](http://www.berkshirecommunitylandtrust.org)