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DECLARATION OF COMMON SCHEME RESTRICTIONS
FOR
CLARKVILLE WOODS
HAMILTON, MASSACHUSETTS

WHEREAS, Robert L. Clark, as Trustee of Bridge Street Realty Trust under Declaration of Trust dated December 24, 1985, and recorded with Essex County South District of Deeds in Book 8058, Page 537, hereinafter referred to as "Developer", owns the land in Hamilton, Essex County, Massachusetts, shown as lots 1-4 and 6-13, hereinafter referred to as the "Lots" on a plan entitled "Definitive Subdivision Plan, Clarkville Woods, Hamilton, Mass." dated March 16, 1988, revised June 20, 1988 by Hayes Engineering, Inc., consisting of 4 plan sheets and 4 topo sheets, all of which are hereinafter referred to as the "Plan", to be recorded with said Deeds herewith; and

WHEREAS, Developer desires to insure orderly development of the Lots and preservation of the value and amenities thereof; and

WHEREAS, Developer desires to subject the Lots to the covenants and restrictions hereinafter set forth for the benefit of the Lots and the owners thereof;

NOW, THEREFORE, the Developer declares for the benefit of Developer and Developer's successors and assigns, and for the benefit of the owners from time to time of the Lots, that the Lots are and shall be held, transferred, sold, conveyed, devised, inherited and occupied subject to and with the benefit of the following covenants and restrictions:

1. SINGLE-FAMILY DWELLING. No more than one single-family dwelling with a minimum size of 3,000 square feet and a maximum size of 7,500 square feet of living area, together with customary outbuildings or ancillary buildings, shall be constructed or placed on any one of the Lots.

2. SUBDIVISION. There shall be no division or subdivision of any one of the Lots such that a separate or additional building lot would be created either as a part of any one of the Lots or in conjunction with contiguous land.

3. BUILDING ENVELOPES. No buildings, structures or improvements, except as hereinafter provided, shall be erected, placed or allowed to stand on the Lots outside the designated "Building Envelopes" as shown on the Plan.

4. APPROVAL OF PLANS.

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A. Site Development Plans. The owner of any of the Lots shall submit to Developer, from time to time, all site development plans for Developer's review and comment. Such site development plans shall in any case show in generalized terms the location of structures, driveways and other paved areas, fences, grades and site utilities, new trees and shrub massing, and shall include preliminary architectural plans and illustrations, including a perspective sketch with shadows indicating building configuration and materials. Within thirty (30) days of the submission of such plan, Developer agrees that he shall certify in recordable form that (a) he approves the plan; (b) he disapproves the plan as submitted, in which case he will give such owner the reasons for such disapproval, in writing, along with written suggestions for modification whereby such plan may be made acceptable; or (c) he acknowledges receipt of the plan and neither approves nor disapproves the plan. Any failure so to act in a timely manner, or any acknowledgement made pursuant to clause (c), shall be deemed to be an approval by the Developer of the plan so submitted and the respective owner of any of the Lots shall be authorized to issue an affidavit, in recordable form, to the foregoing effect.

B. Construction in Accordance with Site Development Plans. No improvements or structures, including residence, accessory building, swimming pools, tennis courts, wall or any other improvement, shall hereafter be constructed on any of the Lots, nor shall any substantial alterations to the exterior of a structure be made except in conformity with site development plans submitted to and approved by the Developer in the manner prescribed herein, except insofar as such approval is modified by the exercise of Developer's authority pursuant to the following paragraph C. Within thirty (30) days of receipt of written request from the owner of any of the Lots, Developer agrees that he shall certify in recordable form that any such improvement or structures (1) were constructed in conformity with site development plans submitted and approved as provided above; or (2) were not constructed in conformity with such plan, in which case the nonconformities will be specified in writing. Any failure so to act in a timely manner shall be deemed to be an approval by the Developer of any such construction; and the respective owner of any of the Lots shall be authorized to issue an affidavit, in recordable form, to the foregoing effect. Any certificate issued pursuant to the terms of this sub-paragraph, when issued, shall conclusively establish the action taken by the Developer as of such time with respect to the site development plans submitted, to all persons and for all purposes.

C. Building Development Plans. The owner of any of the Lots shall submit to Developer, from time to time, all building development plans prepared on a 1/4" = 1' scale, showing (i) all information required or appropriate for any permit by any

governmental authority, and (ii) all access, lot dimensions, site improvements, location of house sites, wells and sewage disposal sites, and schematic building plans showing exterior design details, height, building material and color scheme thereof, location of structures plotted horizontally and vertically, location and size of driveways, location of wells and sewage disposal system and other site utilities, general plan of landscaping, fencing and walls and grading plans. Such building development plans shall be submitted for Developer's approval in writing, which shall not be unreasonably withheld. Within thirty (30) days of the submission of any such plans, Developer agrees that he shall certify in recordable form that (a) he approves the plan, (b) he disapproves the plan as submitted, in which case he will give such owner the reasons for such disapproval, in writing, along with written suggestions for modification whereby such plans may be made acceptable; or (c) he acknowledges receipt of the plans and neither approves nor disapproves the plan. Any failure so to act in a timely manner, or any acknowledgment pursuant to clause (c) shall be deemed to be an approval by the Developer of the plan so submitted and the respective owner of any of the Lots shall be authorized to issue an affidavit, in recordable form, to the foregoing effect.

D. Construction in Accordance with Building Development Plans. No building, improvement or structure, whether residence, accessory building, swimming pool, tennis court, fence, wall or any other improvement shall be constructed on any lot except in conformity with building development plans approved by the Developer in the manner prescribed herein. Within thirty (30) days of receipt of written request from the owner of any of the Lots, Developer agrees that he shall certify, in recordable form, that any such improvement or structures (1) were constructed in conformity with building development plans submitted and approved as provided above; or (2) were not constructed in conformity with such building development plans, in which case the nonconformities will be specified in writing. Any failure so to act in a timely manner shall be deemed to be an approval by the Developer of any such construction; and the respective owner of any of the Lots shall be authorized to issue an affidavit, in recordable form, to the foregoing effect. Any certificate issued pursuant to the terms of this sub-paragraph, when issued, shall conclusively establish the action taken by the Developer as of such time with respect to the building development plans submitted, to all persons and for all purposes.

E. Subsequent Alterations. Should the owner of any of the Lots, his heirs, successors or assigns wish to make alterations in plans already approved pursuant to the procedures described in the foregoing paragraphs or in construction already completed, such alterations shall be submitted to the same review procedure as described therein.

5. CONSTRUCTION STANDARDS.

A. Exterior Lighting. Any exterior lighting shall be installed and operated in such manner as to prevent offensive glare or illumination beyond the Lots. The foregoing restriction shall not be determined to prohibit flood lights so long as the same do not interfere in a unreasonable manner with any of the other Lot owner's enjoyment of their property.

B. Fences. Fences may only be placed or erected within said Building Envelopes. Fences shall be constructed of natural, unpainted wood, shall not be so-called "stockade" fences, and shall be no higher than six (6') feet. The design and location of permitted fences is further subject to review as described in Paragraph 4 hereof.

C. Utility Lines. All utility service lines and pipes shall be placed underground and meters shall be reasonably removed from view from off the Lots.

D. Prohibited Structures. Commercial signs, electric insect killing devices, utility towers or lines, exterior television or radio antennae or towers, flagpoles higher than twenty-five (25') feet or non-wooden flagpoles, satellite dishes, solar panels (except as hereinafter provided), and above-ground swimming pools shall not be placed, erected or allowed to stand on the Lots. Wooden flagpoles, shorter than twenty-five (25') feet, statuary, sculpture and walls shall only be placed, erected or allowed to stand within said Building Envelopes. Swing sets and other play or recreational equipment, doghouses, in-ground swimming pools, tennis courts storage sheds and clotheslines shall only be placed, erected or allowed to stand within said Building Envelopes. Solar panels which are built into and form an integral part of the roof of a house shall not be prohibited by this section.

E. Mailboxes and Signs. All mailboxes must comply with regulations of the United States Postal Service from time to time in effect, and shall be of a dark and subdued color. A mailbox may display the name of the owner of a Lot and the number of the house thereon. No other signs shall be placed upon a Lot.

F. Exterior Walls. All exterior walls which are not an integral part of the dwelling on each of the Lots including, without limitation, free-standing or landscaping walls, shall be constructed only of fieldstone or weathered boulders and shall not exceed three feet and six inches (3'6") in height. Notwithstanding the foregoing, retaining walls may be constructed at a height in excess of three feet and six inches (3'6") as needed to accommodate grade changes only. Such walls may be constructed

with mortar, but all mortar shall be internal so that such walls have a "dry" appearance.

G. Driveways. Driveways shall be no wider than twelve (12') feet except in parking and turning areas. All parking and turning areas must be constructed within said Building Envelopes. The surface of driveways, parking and turning areas shall be either natural peastone or bituminous pavement (with or without natural peastone finish).

H. Chimneys. All chimneys shall have an exterior surface of brick or fieldstone. Metal stacks or flashing may be used but shall not be visible from the ground.

K. Roofing. Shingles of cedar, slate or asphalt shall be used for roof surfacing.

L. Prohibited Materials. Stucco, concrete block or poured concrete (except for foundation and only visible for a height of twelve (12") inches above ground level), asphalt siding, plywood, aluminium or vinyl siding, and stone veneer shall not be used for improvements on the Lots.

M. Garages. A garage large enough to contain at least two (2) automobiles shall be constructed within the said Building Envelopes on each of the Lots. No garage shall accommodate more than four (4) automobiles.

6. FILLING, EXCAVATING, ETC. There shall be no filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, nor change in the topography of any of the Lots outside of said Building Envelopes, except the maintenance of bridal paths and foot trails thereon and except as may be reasonably necessary for construction of driveways as shown or indicated on the Plan and except for the adding of top soil to and/or seeding or sodding of existing driveways or pathways and as may be reasonably necessary for installation of utilities.

7. OPERATION OF VEHICLES. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles upon the Lots (except farm vehicles used to maintain or cultivate the same and motor vehicles used for access or egress to and from the same upon driveways to the street abutting the Lots.

8. MISCELLANEOUS PROVISIONS.

A. Trash. All garbage, trash, and rubbish placed outdoors shall be within said Building Envelopes and shall be in covered containers, protected from animals and screened from view from off the Lots.

B. Vehicles. No boat, trailer, or unregistered vehicles shall be placed, parked or stored on the Lots except in a garage. No mobile homes or campers shall be placed, parked or stored on the Lots unless in a garage. No commercial vehicles shall be parked on the Lots overnight unless in a garage.

C. Pets. No animals, except common household pets, shall be kept on the Lots and such pets shall not be kept in such number as to be unreasonably noisome or offensive to the neighborhood.

D. Certain Drainage Installations. The owners of Lot 7 and Lot 8 shall be jointly and severally liable for the maintenance and repair of all surface and subsurface drainage and soil erosion prevention equipment and installations placed in or on said Lot 7 and Lot 8, and shall keep such equipment and installations in good operating condition.

9. ENFORCEMENT. Subject to the proviso in the following sentence, Developer shall have the sole power and authority to enforce the covenants and restrictions contained herein so long as Developer retains legal title to any of the Lots, which authority Developer may delegate, in whole or in part, by a written instrument recorded with the Essex South District Registry of Deeds. The owner of any of the Lots may enforce the covenants and restrictions when Developer no longer has legal title to any of the Lots; provided that, so long as Developer retains legal title to any of the Lots, if the Developer does not enforce the covenants and restrictions contained herein, the owner of any of the Lots may do so. The authority to approve plans described in Paragraph 4 hereof shall be automatically assigned to a majority of the owners of the Lots when Developer no longer has legal title to any of the Lots. Each of the Lots shall then have one (1) vote.

10. NO WAIVER. The failure to enforce the covenants and restrictions contained herein shall not be deemed a waiver of the right to do so thereafter.

11. MODIFICATION OR TERMINATION. The covenants and restrictions contained herein shall not be modified, altered, amended or terminated except with the written consent of all the owners of the Lots.

12. PARTIAL INVALIDITY. Invalidity of any one of the covenants or restrictions contained herein by court order or judgment shall in no way affect any of the remaining covenants or restrictions and the same shall remain in full force and effect.

13. WRITTEN APPROVAL. Any consent, approval, or waiver, given hereunder shall be in writing and shall be executed and acknowledged so as to be in recordable form.

14. RIGHT OF ENTRY. The covenants and restrictions hereby imposed do not reserve or grant to the Developer, to the public, or to any other person any right to enter upon the Lots, except as follows: for and during the period of time in which Developer holds legal title to any of the Lots, there is hereby reserved to the Developer the right at reasonable times and during daylight hours, to enter upon any of the Lots for the purpose of inspecting the same to determine compliance herewith, or enforcing the same or of taking any and all actions with respect to the premises as may be necessary or appropriate with or without order of court to remedy or abate any violation thereof, provided that Developer shall give at least ten (10) days' advance written notice to the owner and shall only enter a Lot when the owner or the owner's representative is present, except in the event of emergency or unavailability of owner or owner's representative, as the case may be. In the event Developer determines that there are any violations, notice shall be given to the Lot owner, in writing, and such owner shall have thirty (30) days from the date of mailing of such notice to cure the same or diligently attend to curing the same (if not capable of being cured within thirty (30) days). Failure to so cure or to have diligently attended to such curing shall be cause for Developer to remedy or abate any such violation which shall be done at the then fee owner's sole cost and expense.

15. DEVELOPER'S COSTS AND EXPENSES. The owner of each Lot covenants and agrees (i) to reimburse the Developer for all reasonable costs and expenses, including counsel fees, incurred in successfully enforcing the covenants and restrictions contained herein against such owner, or in successfully remedying or abating any violation thereof by such owner, and (ii) that without limiting any right or remedy otherwise available to him, the Developer shall be entitled to have the provisions of the covenants and restrictions contained herein specifically enforced by injunctive relief in any court having jurisdiction, the rights hereby granted being in addition to, and not in limitation of, any other rights and remedies available to the Developer for enforcement of such covenants. The provisions of this paragraph 15 and paragraph 14 above shall run in favor of Developer and/or any other Lot owner who is eligible by the provisions of this instrument to and, in fact, does enforce the covenants and restrictions contained herein. Rights of enforcement shall not obtain for and during any reasonable period of time during which remedy of any violation has been prevented due to an event of force majeure.

16. TIME FOR CONSTRUCTION COMPLETION. Once construction is commenced in any one instance, completion shall be required as soon as practicable for the specific improvement but in any event and without implied limitation, the original and any replacement dwelling house shall be completed no later than one (1) year from the time construction commences. Completion shall be deemed to include, where relevant and without implied limitation, all grading, landscaping, and top coat of driveway.

18. TERM. The covenants and restrictions contained herein shall expire thirty (30) years from the date of recording of the same; provided, however, that such term may be extended by the recording, before such date, of an instrument extending the term of the same for not more than twenty (20) years, signed by the owners of record, at the time of such recording, of not less than fifty (50%) percent of the Lots, describing the land owned by each, specifying the premises and the instrument imposing the same and its place of recording, and naming one or more of the owners of record of the subject land. Said covenants may be further extended by the recording of like extensions before the expiration of each respective prior extension.

19. BINDING EFFECT. The rights and obligations set forth in this Declaration shall be binding upon and enure to the benefit of the owners of said Lots 1-4 and 6-14 and their successors, heirs and assigns.

Witness the execution hereof under seal this 2nd day of November, 1988.

Robert L. Clark

Robert L. Clark, Trustee as
aforesaid but not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 2, 1988

Then personally appeared the above-named Robert L. Clark, and acknowledged the foregoing instrument to be his free act and deed, as Trustee as aforesaid, before me,

W. Robert Allison

Notary Public
My Commission Expires: February 6, 1992