

SEABROOK VILLAGE ASSOCIATION, INC

**203 SURF DRIVE
MASHPEE, MA 02649**

DECLARATION OF COVENANTS AND BY-LAWS

Restatement, Revision and Amendment of Declaration of Covenants Restricting and Protecting Use of Property; Agreements and Easements

This Reinstatement, Revision and Amendment of Document number **1,054,186** entitled, "Declaration of Covenants Restricting and Protecting Use of Property; "Agreements and Easements" (hereinafter referred to as the "Declaration") which was duly executed and filed of record in the Barnstable Division of the Land Court, Department of the Trial Court of the Commonwealth of Massachusetts on **January 17, 2007** (Land Court Case Number 35350) by Redbrook Corporation, a corporation duly organized and then existing under the laws of the said Commonwealth, as such Declaration was duly amended and revised by amendments and revisions of record thereof, filed with the said Land Court Department.

WITNESSETH THAT:

WHEREAS:

A. The Preamble of the Declaration, as originally executed on April 17, 1974, states as follows:

"To facilitate the Automatic Homes Association plan of ownership herein established, to set forth standards for the ownership and sale of Lots in SEABROOK VILLAGE, as hereinafter set forth , and to preserve and enhance the character of the community and the enjoyment of life therein, REDBROOK CORPORATION, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having an usual place of business in Mashpee, Massachusetts, its successors and assigns (hereinafter referred to as "the Corporation", and all future owners of Lots in Seabrook Village, as hereinafter set forth, by their acquisition of title thereto, Covenant and Agree as follows:" and

B. Articles of Organization, dated March 1, 1974, (a copy of which is filed with the Clerk of the Association and by this reference, made a part hereof) creating SEABROOK VILLAGE ASSOCIATION, INC. (hereinafter referred to as the "Association") as a non-profit organization under Massachusetts law, were filed by the REDBROOK CORPORATION, the sole incorporator, with the Secretary of the Commonwealth of Massachusetts on March 5, 1974 and approved by the said Secretary on that date, and, as stated in its Articles of Organization, the said Association was created for the purposes of (i) providing for the management, improvement and safekeeping of common areas of SEABROOK VILLAGE; and

(ii) providing for the administration and enforcement of those certain land use restrictions hereinafter set forth; and (iii) generally enhancing enjoyment by Lot owners in their use of the common areas of the community and in the use and occupation of their respective Lots and improvements thereon; and (iv) granting to each Lot owner membership in the Association, with the exception of the special membership retained by the Corporation, as an automatic right and incident concomitant with each Lot owner's acquisition of title to a Lot in SEABROOK VILLAGE, such membership to terminate only when such lot is conveyed to a new owner by duly recorded deed of conveyance or by death of such Lot owner; and

C. Paragraphs 1, 2 and 3 of Article F, PROPERTY RIGHTS IN COMMON AREAS, of the Declaration, as originally executed on April 17, 1974, provide as follows:

"1. The common areas of Seabrook Village, are set forth and shown as Lots 165, 166, 167, 168, 169, 172, 173, 174, 184, 185, 190 and adjacent unregistered land as shown on the plans hereinabove referred to."

"2. Every lot owner shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot."

"3. The Corporation may retain the legal title to the common areas until it has completed improvements thereon and until such time as, in the opinion of the Corporation, the Association is able to maintain the common areas as improved. However, the Corporation, its successors and assigns, hereby covenant that title to the common areas shall be conveyed to the Association, free and clear of all encumbrances, not later than Thirty (30) days from the date when the votes of all Lots owned by other than the Corporation shall be equal to the votes of the Corporation. From that date forward, the Corporation shall no longer be responsible for any expense of the Association exceeding its budget;" and

D. Under the said Articles of Organization of the Association, (as originally filed and approved on March 5, 1974), in Article 3 thereof, covering membership in that corporation it is provided that:

Membership in the Corporation shall consist of two classes:

"A. Class A members shall be comprised of all persons or legal entities sharing record ownership of any lot subject to the terms and effect of the instrument referred to in section 2(b) hereinabove. [See Note A below] Regardless of the number of persons sharing said Ownership, there shall be one vote for each lot so owned. Redbrook Corporation and its successors and assigns as Developer are not within the purview of this provision. Membership in Class A is a right appurtenant to the ownership of subject lots and is coterminous with the ownership of said lots. Class A members shall be entitled to one vote for each of said lots."

"B. Class B members shall consist of Redbrook Corporation and its successors or assigns as Developer. Each lot so owned will entitle Redbrook Corporation, its successors or assigns to three votes."

[Note A. The instrument referred to in Article 2.B. of the Articles of Organization of the Association is an instrument executed by the incorporator REDBROOK CORPORATION and recorded in the Barnstable County Registry of Deeds which refers to the Association and provides for the administration and enforcement of restrictive covenants, running with the land, which are applicable to the lots in SEABROOK VILLAGE.]

- E. The contingency referred to in the second sentence of paragraph 3 of Article F of the Declaration (quoted in Paragraph C, above) occurred and was satisfied on the 27th day of February 1987, namely, at about that time, the votes of all Lots owned by other than the Corporation were equal to, or greater than the votes of the Corporation, and on the 27th day of March 1987, the Corporation;
- i. transferred to the Association, by deed of conveyance (recorded in the Registry of Deeds in and for Barnstable County, in Book number 5655, at Pages 347 et seq.), title to the private ways and common areas in Seabrook Village; and,
 - ii. assigned to the Association "all rights, including the Amendment rights specified in Section G, responsibilities authorities, and benefits which incurred to Redbrook Corporation under said Covenant", (i.e. the Declaration), by an instrument entitled, "Assignment of Right to Enforce Declaration of Restrictive Covenants". Copies of said deed and the said assignment are filed with the Clerk of the Association and by this reference, made a part hereof.
- F. Pursuant to Articles of Dissolution, dated the 19th day of May 1997, (a copy of which is filed with Clerk of the Association and by this reference, made a part hereof), which were duly filed with the Secretary of the Commonwealth of Massachusetts, the Corporation was on the 6th day of June 1997, dissolved in the manner required by Massachusetts General Laws, Chapter 156B, Section 100, and its corporate existence and its Class B membership in the Association were thereby terminated, cancelled and of no further force or effect.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the Association and of the present and future owners of lots in Seabrook Village, as hereinafter set forth, to facilitate the plan of ownership herein established and to set forth standards for the ownership and any future sales of lots in SEABROOK VILLAGE, and to preserve and enhance the character of the community and the enjoyment of life therein, the Association and the present and future owners of said lots, as the sole successors to all rights, power and authority at any time heretofore held, possessed or exercised by the Corporation, on behalf of themselves and their successors in ownership, exercising the right, power and authority vested in them by their respective titles to such lots, do hereby, as the act of themselves, as members of the Association, in

meeting duly convened and assembled, at which a quorum of members is present in person or by proxy, do hereby adopt, ratify and confirm this Declaration of Covenants Restrictions and Protecting Use of Property; Agreements and Easements as hereby restated, revised and amended, and they do individually as Lot owners, and collectively as members of the Association acting in concert, Covenant and Agree as follows:

A. The Property

1. The Association owns certain real estate in Mashpee, Barnstable County, Massachusetts which is set forth and shown on a plan of land entitled "Seabrook Village" Redbrook Corporation - Petitioner, Plan of Land in South Mashpee, MA, being a subdivision of Lot 7 as shown on L.C. Plan No. 35350A, Scale: 1 inch = 60 ft., Date: May 23, 1973, Charles N. Savery, Inc. Registered Engineers Surveyors, Hyannis, MA," said plan being numbered 35350C (Sheets 1 through 3) and plan 35350D and filed in Land Court at Boston with Land Court Case Number 35350; Certificate of Title Number 110427; said real estate is also shown on a plan of land filed in Plan Book 277, Pages 54 & 55 in the Barnstable County Registry of Deeds and entitled "Seabrook Village" - Plan of Land in South Mashpee, MA for Redbrook Corporation, Scale 1 in. = 60 ft., Date: May 14, 1973, Charles N. Savery, Inc., Registered Engineers, Surveyors, Hyannis, MA". These plans subdivide said real estate into building lots and areas reserved for common use.
2. The property shall henceforth be subject to the agreements, covenants, reservations, easements, charges and restrictions hereinafter set forth, all for the benefit and protection of every owner of any lot in Seabrook Village and to run with and legally encumber each and every lot and common area therein.

B. The Association

1. By Articles of Organization, dated March 1, 1974, filed with, and approved by the Secretary of the Commonwealth of Massachusetts, the Redbrook Corporation caused to be created under Massachusetts law a non-profit corporation known as Seabrook Village Association, Inc. (the Association) for the purposes of providing for the management, improvement and safekeeping of common areas of Seabrook Village, for the administration and enforcement of the land use restrictions hereinafter set forth and generally for the enhancement and enjoyment of the lot owners in the common areas of the community and in their respective lots. Membership in the Association is an automatic right and incidence of ownership of any lot and will commence with the recording of a deed of conveyance of any lot in Seabrook Village and terminate only when said lot is conveyed to a new owner by duly recorded deed of conveyance by the current owner. Further provisions and benefits of lot ownership in the Association are set forth in the bylaws thereof, as amended from time to time and filed in the Barnstable Registry District of Land Court and noted on Certificate of Title No. 57260, also filed and recorded in the Barnstable County Registry of Deeds.

2. The Association, acting through its duly elected officers, may take any action authorized by this Declaration upon the approval of a majority of its Board of Directors, such action to be effective only when reduced to writing and filed with the Clerk of the Association. A statement signed by the Clerk of the Association attesting to compliance with the applicable obligations set forth or referred to herein shall be conclusive evidence against all persons with respect to truth of the facts attested.

C. Assessments

C(1). Maintenance Assessments

1. Each lot shall, from the date of its conveyance to the owner(s) thereof, be subject to:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements, which assessments are to be fixed, established and collected from time-to-time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, with interest and costs of collection, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due.

2. The annual assessments levied by the Association shall be used to furnish the following benefits to its lot owners:

- a. Lighting, the right-of-ways, and mail kiosk area of Seabrook Village.
- b. Landscaping and beautification of entrances, mail kiosk area, and common areas adjacent thereto.
- c. Payment of expenses incident to the enforcement of the land use restrictions created herein and to the administration of the Association, including expenses, if any, incurred in the collection of the annual or special assessments.
- d. Payment of taxes and assessments, if any, levied by public authorities on any private ways, walkways, common areas or other improvements of the Association.
- e. Construction and maintaining recreational facilities including structures in any of the common areas.
- f. Payment of expenses contributing, in the opinion of the Board of Directors of the Association, to the welfare, enjoyment or other advantage of Seabrook Village.

- g To purchase liability and casualty insurance covering the common areas and as otherwise deemed to be required or appropriate for the protection of the members and/or their fiscal interest.
3. The annual assessment shall be payable within Thirty (30) days after the start of each fiscal year.
 4. The Association may levy in any assessment year a special assessment for that year for the purpose of defraying, in part or whole, the capital expense of any construction, reconstruction, unexpected repair or replacement of any specified improvement on the common areas provided that such assessment shall have the approval of two-thirds (2/3) of the lot owners present in person or by proxy, at a meeting of members of the Association, written notice of which shall have been sent to all lot owners at least Thirty (30) days prior to the meeting.
 5. The Clerk of the Association shall prepare a roster of lots and their owners, with the assessments applicable thereto, which roster shall be kept in the possession of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto not less than two (2) weeks prior to the due date. The Association shall upon demand at any time furnish to an owner liable for said assessment a certificate of paid assessment in writing signed by the Clerk of the Association, which certificate shall be conclusive evidence of the payment of all assessments therein stated to have been paid, in full to date.
 6. If the assessments of the Association are not paid within thirty (30) days of the date when due, then such assessments shall become delinquent. The Treasurer of the Association or its designee will mail statements monthly to any delinquent lot owner(s) and add an interest charge as per the "Assessment/Penalty Fee Guidelines" enacted and approved by the Board, increasing monthly, in increments as so determined in said guidelines. If the assessment plus accrued interest is not paid after Three (3) months, the Board of Directors under the authority granted to it by way of the Covenants and By-laws of the Seabrook Village Association, may take such action as it deems necessary to collect the amount due. This may include, but not be limited to seeking the collection by way of Small Claims Court action and/or placing a lien on the property which would be recorded with the Barnstable County Registry of Deeds. Reasonable attorneys' fees and other collection charges as may be incurred shall be added to the amount due and payable. In addition to the non-exclusive joint and several personal obligations of the owner(s) to pay such assessment, which shall continue for the statutory period, such owner(s) shall be deemed to be in violation of these covenants and, among other things, not eligible to vote on the business of the Association while the delinquency continues. Any lot owner(s) shall be deemed to be not in good standing if there is documentary evidence of a violation by such lot owner(s) of any of the Association's Covenants and By-laws. The Board of Directors shall reinstate said lot owner(s) to the status of lot owner(s) in good standing when the violation ceases to exist.

7. The lien of the assessments provided for in this section shall be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot; provided, however, that this subordination shall only extend to assessments due prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or by other proceeding in lieu thereof. Such sale or transfer shall not relieve such lot from liability for any assessments due thereafter.
 - a. The "Seller or Agent" will be required to request Form 6D Certification from the Clerk of the Association two (2) weeks prior to the sale and transfer of the deed, to assure all assessments, fees or penalties have been paid in full. A fee of One Hundred Dollars (\$100) shall be paid to the Seabrook Village Association for providing the 6-D Certificate.
8. Lot 157, 158, 231, and 232, on Red Brook Road, shall be assessed an amount equal to Thirty Percent (30%) of annual and special assessments levied by the Association against, and applicable to all other lots and their owners in the Association, but this provision in respect of the above numbered lots shall not apply to "Penalty Assessments".
9. Upon the sale or transfer of any lot it shall be the responsibility of the new lot owner(s) to inform the Association of the name(s) and mailing address(es) of such owner(s). The new owner(s) shall be responsible for any failure to pay, or delays in payment of assessments as per paragraph 6 of this section.

C(2.) Penalty Assessments

1. If, during new home construction, the condition of any lot (or materials, structures or improvements thereon) shall be deemed by the Architectural Compliance Committee (the "ACC") to be in violation of the Covenants, including but not limited to guidelines promulgated thereunder, penalties shall be assessed, as hereinafter provided, in an amount so determined by guidelines enacted by the Board in proportion to the violation per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly. The said penalty(ies) shall be assessed and charged, first, against, and paid out of any Performance Deposit received by the Association, pursuant to paragraph 2 of Section E(2) (New Home Construction) hereof, and held by the Association for the account of the owner(s) of such lot, then, to the extent of any deficiency, against the owner(s) of such lot.
2. If any lot or lot owner(s) are deemed by the Architectural Compliance Committee to be in violation of Section E hereof (Construction Restrictions) in respect of all construction on such lot, other than new home construction, there shall be assessed against such lot and such lot owner(s) a penalty in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be such assessed, together with interest

on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly.

3. The Board of Directors shall have all appropriate power and authority to respond to, and investigate complaints in writing, via standard mail or email, addressed to, and received by the Board alleged violations hereof and to pursue the resolution thereof, in accordance with its prescribed procedures, before exercising its right to impose penalties upon the offending lot owner(s). If the Board finds violation(s) of Section D (Land Use Restrictions), a penalty shall be assessed in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate interest per the Board enacted Guidelines, per annum and compounded monthly.
4. If any lot owner(s) shall fail to pay any penalty assessed against such lot and the owner(s) thereof, a continuing lien and/or attachment shall be levied and placed upon such lot. A continuing violation and failure by the lot owner(s) to correct the same, or a failure by the lot owner(s) to pay penalties assessed, may result in the Association's commencement of legal proceedings in which event reasonable attorney's fees and court costs incurred in connection with such proceedings and the collection of assessments and penalties shall be and become further and additional obligations of the lot owner(s), payable to the Association.
 - a. The Board may assign a Board member or Designee, as representative for the Seabrook Village Association, to attend court or other legal proceedings relative to violations, assessment payment or any other event necessitating court appearances, and be compensated in accordance with the current guidelines. Also, mileage will be compensated according to the level designated by the United States Department of Internal Revenue. All Fees and Assessments will be charged to the lot owner(s) in violation of Covenants and By-laws of the Seabrook Village Association (refer to Fee Guideline for Small Claims Court Charges 2017).
5. Association funds attributable to penalties collected hereunder shall be used and applied to the same purpose and for the same benefits to which and for which annual assessments are to be used and applied pursuant to paragraph 2 of Section C(1), Maintenance Assessments, above.

D. Land Use Restrictions

1. Except for common areas, as set forth in Section F, Property Rights in Common Areas, all lots are to be used for single family residential purposes only. Residential lots shall not be used for commercial purposes or be advertised as such.

- a. No residential property may be leased, rented, licensed or let (collectively "rented") for a term of less than Four (4) weeks ("minimum rental period"), and no Residential property may be rented more than Three (3) minimal rental periods per calendar year without the prior written approval of the Board.
 - b. All rental properties in Seabrook Village shall be subject to any and all restrictions, licensing, and inspection propagated by the Town of Mashpee and/or the Commonwealth of Massachusetts, and will provide evidence of such, prior to rental use, to the Board of Directors as stated in these restrictions. **Contact information (name, phone, email) of long-term renters shall be provided to the Board for use in case of emergency.**
2. Overnight parking of motor vehicles on the streets or common areas, including the shoulders of roads, is prohibited. No more than one (1) unregistered vehicle will be allowed on a property as stated by the Town of Mashpee By-Laws Chapter 168-1.
3. **Properties are to be kept in a neat manner year round and not allowed to become unkempt or debris-laden to the point where they become detrimental to the value of that property or surrounding properties. At the Board's discretion the following apply:**
 - a. **Plantings in the street right-of-way are subject to removal or pruning back at the owners expense if they become a safety risk.**
 - b. **No plantings are to be placed on Association property without Board permission.**
 - c. **Mulch and other landscape materials need to be kept confined to the property and kept out of the street.**
4. Animals or fowls other than a reasonable number of household pets may not be kept on the premises nor may any such animals or fowls be bred for the purposes of resale. All residents having household pets on their property shall be responsible for compliance with applicable leash laws and other applicable animal control laws established and promulgated by the Town of Mashpee By-laws (Chapter-79, Article 1, Section 79-5.1).
5. Permanent exterior, underground or above ground tanks or other containers for the storage of fuel, flammable materials or hazardous materials shall not be permitted.
6. The following are not permitted on any lot: trailers, tent trailers, landscaping trailers and campers greater than 12 feet in length (excluding the trailer tongue length), and boats- greater than 24 feet in length (excluding the trailer tongue length). All boats, trailers, tent trailers, landscaping trailers, and campers shall be placed or kept behind the front line of any residential structure on a lot.

- a. Travel/tent trailers will not be utilized as housing on any lot.
 - b. Trailers utilized for temporary housing while a home is under repair following fire, storm or other damage making the home inhabitable, will be at the approval of the Architectural Compliance Committee and the Board of Directors, and require an occupancy permit issued by the Town of Mashpee.
7. Exterior clotheslines, rubbish and waste cans, are permitted, but they must be enclosed or screened from the view of residents of abutting properties and from the street.
 - a. Solar panels (ground installation), windmills, temporary garages/ car ports will not be permitted without the Architectural Compliance Committee and Board of Directors approval.
 - b. Portable/temporary basketball hoops or other sporting equipment will not be allowed for street use due to traffic/safety issues. Portable/temporary basketball hoops and other sporting equipment shall be kept within the boundaries of the residence, and maintained in good condition. At no time will sporting equipment be allowed on Common Areas or Association property (excluding that used for tennis, **pickle ball or basketball** on the Association tennis courts).
8. Trucks, over Three Quarter (3/4) ton, motor homes, construction or like equipment or mobile homes/stationary trailers of any kind shall not be stored or parked on any lot (except while parked in a closed garage), nor parked on any residential street in the subdivision, except while engaged in transporting furniture, furnishings, goods or materials to or from a residence in the subdivision. See Also Section D(6)(a&b).
9. Except as hereinafter provided, commercial signs of any type, including For Rent, For Sale, or builder signs are prohibited. An individual owner may display a small (24" x 24") For Sale by Owner sign on the property. This provision excludes signs identifying Association entrances from Red Brook Road. A builder may display a temporary sign showing name, address and telephone number of the builder, within the lot where said builder is actively performing construction. All sign are subject to the approval of the Architectural Compliance Committee and shall be removed prior to, or at the time a Town of Mashpee Certificate of Occupancy is issued or when work project is completed.
10. Yard sales **are permitted**. The Board must be notified at least two (2) weeks prior to the Yard Sale.
11. The Board of Directors shall have the authority to enforce these restrictions and to prevent variations and modifications thereof and any action taken by the Board of Directors in connection with such restrictions shall be conclusive and binding upon all lot owners.

12. If any lot owner(s) shall fail to comply with these restrictions, or any of them, such lot owner(s);
- (i) shall not be entitled to vote on Association business so long as such failure shall continue; and
 - (ii) shall be subject to the imposition of penalties, assessments and other remedial actions and proceedings, including, but not limited to those hereinabove set forth in Section C, Assessments.

E. Construction Restrictions

E(1). General

1. All exterior construction must be in compliance with Section D, Land Use Restrictions, of these Covenants. All plans for construction or alterations must be submitted in writing, by certified mail, in person or by email to the Architectural Compliance Committee in advance, together with an application to the Architectural Compliance Committee for its approval thereof. The submitted material must contain a scaled site layout with landscaping drawings and building construction or alterations plans (as the case may be) which shall show and include an identification of proposed materials and colors for all exterior surfaces. In addition, all proposed tree removals for new home construction shall be identified on the site plan, for review and approval by the Architectural Compliance Committee prior to any pre-construction site work. All construction must be in compliance with the Architectural Compliance Committee Guidelines and Town of Mashpee Tree ByLaw in effect as of the time of such submission. These Guidelines/Applications will be made available to the applicant upon request and are available on the Seabrook Village Association Website.
 - a. For the purpose of insuring the orderly development of the lands in Seabrook Village as an area of high standards and salubrious environment, no building, structure or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications therefor and a detailed plan showing the location and position on the building lot of such building, structure or other improvement has been approved by the Architectural Compliance Committee with particular reference to its harmony of external design and colors with existing buildings, structures or other improvements and, as to location with respect to topography and finish grade elevation. More specifically, such approval shall also include type and color of brick, mortaer, roof shingles, outside colors, landscaping and any other such items as are herein further delineated in Section D, Land Use Restrictions. (Refer to Architectural Guidelines, and Addendum Number One (1) 08/16/2007, and Number Two (2) 06/17/2016 contained therein.)
 - b. Irrespective of the inclusion in, or absence from any deed, lease or other conveyance of title or a right of occupancy in or to any lot in Seabrook Village, of terms and conditions

authorizing and providing for the imposition of the obligations and restrictions set forth in this Declaration, and the duty and requirement to comply therewith, each and every owner and occupant of the lot, by accepting the title thereto, or taking possession and occupancy thereof, covenants and agrees that;

- (i) There shall not be any building, wall, driveway, or other structure or improvement erected, built, placed or installed, in any manner, in or upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Architectural Compliance Committee, as hereinafter provided, and;
 - (ii) Each such building, wall, driveway or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved.
 - c. No alteration in the exterior appearance of the buildings, walls, driveways, or other structures on any lot shall be made without approval in writing of the Architectural Compliance Committee.
- 2. Any pre-construction site work required by the Town of Mashpee in order for a lot owner to obtain a building permit may be carried out provided that, in advance of the commencement of any such work, the Architectural Compliance Committee is notified in writing of the said Town's requirements. All debris and felled trees must be moved out of sight from the road and adjoining property promptly. The abutting road(s) must be cleaned. Any damage to Association property must be repaired and restored to its original condition, to the satisfaction of the Architectural Compliance Committee, within One (1) week following the occurrence of any such damage.
- 3. The Architectural Compliance Committee shall examine each application and the related plans and specifications, as submitted to it pursuant to the requirements of paragraph 1 of this Section E, for the purpose, among others, of determining that the exterior design and location of the proposed structure shown in such plans is in harmony with the surrounding structures and topography; and is in conformity with the Architectural Compliance Committee guidelines in effect at the time of its plans review.
 - a. If the Architectural Compliance Committee approves of such plans and specifications, its approval thereof shall be evidenced by the Committee's written approval on such plans and specifications, and prior to the commencement of any construction, a copy thereof shall be delivered to the owner(s) of the lot upon which the proposed structure or other improvement is to be built, erected or installed, and the Chairperson of the Architectural Compliance Committee (or designee) shall issue to the lot owner(s), by mail, e-mail or both, a Conditional Certificate of Plan Approval. No structure or other improvement of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Compliance Committee, or which do not comply fully with plans, elevations and specifications, as approved by the Architectural Compliance

Committee, shall be erected, constructed, placed or maintained upon any lot. No changes or deviations in or from such plans, elevations and specifications, as approved, shall be made without the prior written consent of the Architectural Compliance Committee.

- b. The Architectural Compliance Committee shall not be responsible for any defects in such plans or specifications or in any building or structure erected according to such plans and specifications.
 - c. If plans, elevations and specifications submitted under the provisions of this Section E are neither approved nor disapproved by the Architectural Compliance Committee within thirty (30) days from the date that they are received by the Association, no approval by the Committee, or otherwise shall be required, and this Section E shall be deemed to have been complied with in full.
4. Failure to comply with Restrictions so written in Section E(1), shall be considered in non-compliance with these Restrictions and be subject to penalties and assessments as so stated in Section C(2) Penalty Assessments.

E(2). New Home Construction

1. No building, or structure, except a single-family dwelling and a garage for not more than two cars shall be constructed on any lot **except with Board approval. Accessory Dwelling Units (ADUs) are permitted with Board approval and compliance with Town Regulation.**
 - a. Owners of lots and their builders shall be responsible for keeping the streets free and clear of all debris (e.g. dirt, mud, stones, gravel and petroleum products) during construction. Any other debris shall be removed from the lot promptly after construction is completed.
2. Whenever any owner(s) of a lot in Seabrook Village elects to commence the construction of a new home on such lot there shall be submitted by such owner(s) to the Clerk of the Association, by hand, or by mail addressed to the Clerk of the Association, a completed Architectural Review Form, signed by the lot owner(s), and an Application Fee in the amount enacted and approved by the Board and referenced in the Architectural Compliance Committee "New Home Construction Guidelines". The Performance Deposit shall be refunded to the lot owner(s) or agent of the lot owner(s), with the Certificate of Completion, together with any interest earned on such Deposit, less;
 - (i) amounts that were deducted therefrom by the Association in complete or partial satisfaction of Penalty Assessments made pursuant to paragraph 1 of Section C(2) hereof; and;
 - (ii) any amounts spent by the Association for maintenance, repairs, or other costs resulting from site or construction activities.

3. The first floor living area for any one-story dwelling shall be at least One Thousand (1000) square feet. Any multilevel dwelling shall have at least Nine Hundred (900) square feet of living area on the first floor. A garage is required on every house, but may be omitted **with Board approval**.
4. Buildings shall be constructed to comply with all state and federal statutes and all municipal bylaws, restrictions and ordinances.
5. The locations of wells and septic systems on each lot are to be approved by the Board of Health of the Town of Mashpee, and documents manifesting the official approval by such Board of Health with respect to the proposed designs, specifications and locations of the well and septic system proposed to be installed on a given lot shall be furnished to the Architectural Compliance Committee prior to the commencement of such installations.
6. All homes constructed shall have a central heating system.
7. The exterior of every dwelling must be completed, including landscaping, within one (1) year from the date of issuance of the Conditional Certificate of Plan Approval unless an extension to a later specified completion date is granted and manifested by a written Notice of Extension Due to Extenuating Hardship from the Board of Directors in response to a written request therefore by the owner(s), addressed to the Architectural Compliance Committee, which shall have supported such request in a written report and recommendation to the Board of Directors.
8. All driveways shall be a minimum of Twenty (20) feet in width and paved with a hard surface such as concrete or asphalt. Under extenuating circumstances, including topography restrictions, the Board of Directors may approve a waiver of this requirement, provided that the driveway is approved by the Architectural Compliance Committee. In the event that the driveway is located in an area which falls under the jurisdiction of the Conservation Commission of the Town of Mashpee, then the lot owner(s) shall request from the said Conservation Commission approval for paving a minimum width of twenty (20) feet driveway extending into the lot from the street of Seabrook Village on which the lot fronts. In the event that the said Conservation Commission denies the lot owner permission to pave the driveway or any part thereof as provided herein, then the matter shall be referred to the Board of Directors for resolution.
 - a. Natural substance such as, but not limited to, crushed stone, "pea" stone, shells or gravel, shall not be permitted as a primary driveway on any lot.
9. Upon completion of construction in accordance with approved plans, the chairman (or designee) of the Architectural Compliance Committee, shall issue to the lot owner(s) a Certificate of Completion, in a form suitable for recording at the Barnstable County Division of the Land Court. Such Certificate shall be conclusive evidence that construction or alteration is in compliance with the provisions of this Section E, Construction Restrictions, and Section

D, Land Use Restrictions, and the Guidelines promulgated by the Architectural Compliance Committee.

E(3). All Other Exterior Construction/Alterations

1. Any lot owner(s) planning to undertake any exterior construction other than a new home, or any exterior alteration shall submit to the Architectural Compliance Committee a completed Architectural Review Form together with a complete set of plans, permits, and specifications showing the nature, kind, shape, height, materials, colors and location of the proposed exterior construction, change or alteration.
 - a. Alterations shall include, but not be limited to painting, roofing, solar panels, tree removal, major landscaping changes.
2. Construction, installation, erection or maintenance of non-residential buildings, fences or other structures, including storage sheds and swimming pools, shall not be commenced upon any lot without first obtaining the written approval of the Architectural Compliance Committee, and there shall not be any construction of any exterior addition to, change to, or alteration to any existing buildings commenced until all papers and documents required by this Section E shall have been submitted in writing, and delivered by mail, or E-mail to the Architectural Compliance Committee for its review and any right to proceed with any such proposed construction shall be conditioned upon the receipt by the lot owner(s) of written approval thereof from the Architectural Compliance Committee.

(4). Right of Appeal

1. Any lot owner(s) shall have the right to appeal to the Board of Directors for relief from any decision made by the Architectural Compliance Committee adverse to an application by owner(s) in respect of a proposed exterior construction or alteration.

F. Property Rights in Common Areas

1. The common areas of Seabrook Village are set forth and shown on the two plans of land referred to and identified in Section A, (The Property), hereof, and they are shown on such plans as lots 165, 166, 167, 168, 169, 172, 173, 174, 184, 185, 190 and adjacent unregistered land as shown on the plans hereinabove referred to.
2. Every lot owner(s) shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with title to every lot.
 - a. Encroachment of buildings, fences, plantings or any other object within the Town of Mashpee Zoning Regulations applied to the common land bounds, shall not be permitted without the written approval and variances of the Board of Directors and the Architectural Compliance Committee.

- b. Cutting of trees or other vegetation, disposal of trash, yard wastes, or destruction/vandalism of common land property or structures, will be subject to Town of Mashpee Zoning Regulations and Massachusetts State Law, and /or penalties and assessments as noted in C(2). Penalty Assessments and Section F (3), b (ii) of these Covenants.
 - c. Removal of trees in common areas that present a danger to adjacent homeowner property and/or public safety from extreme weather events and/or from other natural causes, shall be conducted **with the permission of the** Board of Directors.
3. The property rights set forth in paragraph 2 of this section F are subject to the following:
- a. The Association shall have the authority to borrow money for the purpose of improving common areas and, as security for the repayment of debts thus incurred, to grant mortgages on the common area
 - b. The right of the Association, as provided by its Covenants and Bylaws, to suspend the enjoyment rights of any lot owner(s) of a lot;
 - (i) who shall fail to pay any assessment duly levied against the lot owner(s), for the period during which such assessment remains unpaid; or;
 - (ii) who shall be the party responsible for any infraction of the Association's published rules and regulations, such suspension to be for a period to be determined by the Board of Directors.
 - c. The right of the Association to charge non-residents of Seabrook Village responsible admission fees and other fees for the use of the common areas, and to charge the lot owner(s) for certain uses of the common areas, such uses to be specified in guidelines to be issued and published by the Board of Directors.
 - d. The qualified right of the Association to dedicate or transfer all or part of the common area to any public or governmental agency or authority for such purposes and subject to such terms and conditions as may be agreed and approved by the affirmative vote of two-thirds (2/3) of all of the lot owners of record of the Association qualified and eligible to vote, and who shall be present in person or represented and voting by proxy or by mail ballot at a meeting of lot owners duly noticed to all members and duly called for the express purpose of considering and voting upon any such proposed dedication or transfer.
 - e. The right of the Association, by vote of the Board of Directors, to grant easements to individual lot owners into the common areas for underground installation of well, portion of septic system, or for nitrogen **aggregation** in accordance with prevailing State and Local regulations. This right shall be exercised or denied for cause at the will of the Board of Directors. If denied, the applicant must wait one (1) year to reapply. Such easements can be granted only if no adjacent lots will be affected and after all possible alternatives,

including zoning bylaw variance requests and appeals to the Town of Mashpee and all other controlling agencies have been exhausted and the lot would otherwise be deemed unbuildable. The installation shall be underground and the topography returned to its natural state within thirty (30) days following the completion of any such installation, and all costs associated therewith shall be borne by the petitioner. Non-compliance with this or any other condition required by the Board of Directors shall be cause for revocation of the right to complete and use such installation, or of the right to use any completed installation, as the case may be. Conditional Plan Approval Certificates and Completion Certificates will be _____ issued by the Clerk.

G. Amendments

1. The Association shall have the right to amend, revise or restate all or any part of this Declaration at any time during the term thereof. The adoption and effectiveness of any such amendment, revision, or restatement of this Declaration shall be conditioned upon and require its approval by a two-thirds vote in the affirmative, whether cast in person or by proxy, by lot owners present in person, or by proxy, qualified and eligible to vote and constituting a quorum, at an Annual Meeting or Special Meeting called for the purpose and written notice of which shall have been sent to all lot owner(s) at least thirty (30) days prior to the date of the meeting. Any such amendment, revision or restatement duly adopted as hereinabove provided shall be filed in the Barnstable Registry District. The Association shall have the right to file a supplemental plan enlarging the area subject to terms and provisions of this Declaration and amendments, revisions and restatements thereof; provided that such supplemental plan purporting to enlarge the area is voted on by all lot owners of Seabrook Village Association, Inc. at its Annual Meeting or Special Meeting called for such purpose, and a majority of said lot owners vote in the affirmative for said supplemental plan. Each of any additional building lots established pursuant to a supplemental plan enlarging the area subject to the terms and provisions hereof, as amended, revised, or restated, at any time and from time to time during the term hereof, shall have the same rights of enjoyment and easements as are enjoyed and possessed by the owners of the present lots constituting, collectively, Seabrook Village. If the new area contains common areas, such common areas shall be subject to the same rights of enjoyment and easements as the present common areas are subject to. Finally, nothing herein shall be deemed or interpreted to reserve to the Association the right to amend in any way the restrictions created by this instrument insofar as they affect lots individually owned at the time of any such amendment of this Declaration, or the covenants applicable to such lots which, by the deeds of original conveyance in respect of such lots, run with the land.

H. Term

1. The rights, privileges, obligations and restrictions, as stated herein, which apply to the tenure, use or enjoyment of any parcel of real property covered by this Declaration, or are created by

this instrument, shall run with the land and inure to the benefit of and be enforceable by the Association, and by the owner(s) of any lot subject thereto, their legal representatives, heirs, successors and assigns, as respectively appropriate, for a period of thirty (30) years from the date this Declaration was originally recorded after which time such provisions may be extended for further periods not exceeding twenty (20) years each by agreements duly executed on behalf of the Association by its duly authorized Officers acting pursuant to, and under the authority of its duly elected Directors and recorded not less than thirty (30) days prior to the expiration of the initial period or of each twenty (20) year extension period. The validity and effectiveness of any such agreements shall be subject to and conditioned upon the prior approval thereof by two-thirds (2/3) of the lot owners of record of the lots in Seabrook Village who shall be in attendance, whether in person or represented by proxy, or by mail ballot and voting thereon at an Annual Meeting or Special Meeting of the members of Seabrook Village duly called for this purpose. Written notice of any such meeting shall be sent to all lot owners well in advance of the date of the meeting, but not less than thirty (30) days prior to the date of the meeting. Notwithstanding any provisions hereof which may be construed or interpreted to the contrary, all easements applicable to real property within Seabrook Village shall continue in perpetuity.

I. Severability

1. If any provision contained herein should be held invalid by any court, of competent jurisdiction, such invalidity shall not, in any way or manner, affect the continued validity of any other provisions, and they shall continue and remain in full force and effect.

J. Conflicts

1. If there shall be any conflict between the provisions hereof and the provisions of the duly adopted By-laws of the Association, or between the provisions of any amendments, revisions or restatements of this Declaration and any duly adopted amendments, revisions or restatements of such By-laws, or any conflict in the interpretation, construction or application of any such provisions, the provisions of this Declaration shall control and govern in all matters and respects.

K. Governing Law

1. This Declaration shall be construed, interpreted and applied in accord with the laws of the Commonwealth of Massachusetts.
2. This document is a collation of the original Declaration of Covenants and all Amendments which are officially recorded in the Barnstable Division of the Land Court and which are listed in the Preamble to this Declaration, which Preamble is hereby made part hereof with equal binding effect with all other provisions hereof, from the date of execution and adoption of this

document as the Declaration of Covenants Restricting and Protecting Use of Property;
Agreements and Easements.

This Restatement, Revision and Amendment of Document number 185,196 “Declaration of Covenants Restricting and Protecting Use of Property; Agreement and Easements,” which was recorded in the Barnstable Division of the Land Court, Department of the Trial Court of the Commonwealth of Massachusetts on April 17, 1974 (Land Court Case Number 35350), and with the Barnstable County Registry of Deeds (Book 2587, Page 220) was voted upon and passed by the Membership of the Seabrook Village Association, Inc., at a duly constituted annual meeting on September 8, 2018.

Upon the recording of this document with the Barnstable Division of the Land Court, Department of the Trial Court of the Commonwealth of Massachusetts, and with the Barnstable County Registry of Deeds, all previously recorded Covenants, and applicable revisions and amendments thereto, of the Seabrook Village Association Inc., are null and void.

IN WITNESS WHEREOF, the Members of the **SEABROOK VILLAGE ASSOCIATION, INC.**, in a meeting duly assembled on ~~September 8, 2018,~~ and voting, having duly adopted, approved, and ratified this Declaration, including revisions and amendments, and together with the said Association have caused this instrument to be signed on behalf of the Association by ~~Matthew Hagan, President and Deborah Kirkland,~~ Treasurer, duly elected Officers of said Association on ~~this 28th day of September, 2018.~~

SEABROOK VILLAGE ASSOCIATION, INC.

By _____
~~Matthew Hagan, President~~

By _____
~~Deborah Kirkland, Treasurer~~

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, SS:

Then personally appeared before me the above named Matthew Hagan, President, and Deborah Kirkland, Treasurer, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of the SEABROOK VILLAGE ASSOCIATION, INC.

BEFORE ME:

_____, Notary Public

