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DECLARATION OF COVENANTS RESTRICTING AND PROTECTING USE
OF PROPERTY AGREEMENTS AND EASEMENTS
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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:

A. THE PROPERTY.

1. The Corporation 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, Mass., being a subdivision of Lot 7 as shown on L.C. Plan No. 35350A, Scale: 1 in. = 60 ft., Date: May 23, 1973, Charles N. Savery, Inc. Registered Engineers Surveyors, Hyannis, Mass." , said plan being numbered 35350C (Sheets 1 through 3) and filed in the Land Court at Boston with Land Court Case Number 35350; 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, Mass. for Redbrook Corporation, Scale 1 in. = 60 ft., Date May 14, 1973, Charles N. Savery Inc., Registered Engineers Surveyors, Hyannis, Mass.". These plans subdivide said real estate into building lots and areas reserved for common use.

2. This 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. AUTOMATIC HOMES ASSOCIATION.

1. The Corporation has caused to be created under Massachusetts law a non-profit corporation known as SEABROOK VILLAGE ASSOCIATION, INC. (hereinafter referred to as "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

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of enjoyment of the members in the common areas of the Community and in their respective Lots. Membership in the Association will be an automatic incident of ownership of any Lot and will, with the exception of the special membership of the Corporation, its successors or assigns, coincide with the recording of a deed of conveyance of any Lot in Seabrook Village and County only when said Lot is conveyed to a new owner by duly recorded deed of conveyance or by the death of the current owner. Further provisions and benefits of membership in the Association are set forth in the by-laws thereof as filed in the Barnstable Registry District of Land Court and noted on Certificate of Title No. 57260, also as filed and recorded in the Barnstable County Registry of Deeds.

2. The Association 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 regarding the compliance with any of the obligations set forth or referred to herein shall be conclusive evidence against all persons of the truth of the facts attested.

C. MAINTENANCE ASSESSMENTS.

1. Each Lot shall, from the date of its conveyance by the Corporation, 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 members:

- a. Lighting, maintaining and repairing the private ways of Seabrook Village.
- b. Landscaping and beautification of shoulders of the private ways and of common areas adjacent thereto.
- c. Installing and maintaining a series of walkways through the common areas, namely through Lots 168, 169, 170, 171, 172 and 173 on the plan referred to above as plan 35350C, together with the unregistered portions of such Lots as adjacent

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d. 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.

e. Payment of taxes and assessments, if any, levied by public authorities on any private ways, walkways, common areas or other improvements of the Association.

f. Constructing and maintaining recreational facilities including structures in any of the common areas.

g. 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.

3. The initial annual assessment per Lot will be \$100, based on the cost of living index as published by the Office of Economic Development of the United States as of August, 1974, said assessment to fluctuate based upon increases or decreases in said index as published by said agency or successor. The annual assessment shall be payable on August 1st of each year; the balance due on the current annual period shall be paid to the Association at the time of conveyance of any Lot by the Corporation and shall be an item of adjustment on subsequent sales of such Lot. At every third annual meeting of the Association, the annual assessment may be increased by vote of the members, by simple majority, for the ensuing three year period. Notwithstanding, the Association may, after consideration of current expenses and future needs of the Association, fix the actual assessment for any year at a lesser amount. In any event until such time as the common areas and other improvements administered by the Association are legally transferred to said Association by the Corporation, the Corporation shall be responsible for any maintenance expenses in excess of the budget of the Association.

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 assent of two-thirds of the votes of members, whether case in person or by proxy, at a meeting duly called for the purpose, written notice of which shall have been sent to all members at least thirty days prior to the date of meeting.

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5. The Clerk of the Association shall prepare a roster of the Lots and their owners with the assessments applicable thereto, which roster shall be kept in the office 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 weeks prior to the due date. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate of liens in writing signed by the Clerk of the Association, which certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

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 and shall, together with interest at the rate of 12% per annum thereon and cost of collection, including reasonable attorney's fees, thereupon become a continuing lien on the property in the hands of the owner, his heirs and assigns. In addition to the non-exclusive personal obligation of the owner to pay such assessment, which shall continue for the statutory period, such owner shall be deemed not in good standing for the purpose of voting on business of the Association while the delinquency continues. If the assessment is not paid within thirty (30) days of the due date, the Association may bring an action at law against the owner, or proceed to foreclose its lien against the Lot, adding to the amount of the assessment interest and attorney's fees as above stated.

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; however, 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 shall not relieve such Lot from liability for any assessments due thereafter

D. ARCHITECTURAL CONTROL COMMITTEE.

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape height, materials and location of the same, together with landscaping, shall have been submitted in writing by registered mail to the Association and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or

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by an architectural control committee composed of three or more representatives appointed by the Board, such approval to be communicated by a written statement of the Clerk of the Association. If plans and specifications submitted under the provisions of this section are not approved or disapproved within thirty (30) days from the date of submission, approval shall not be required and this section shall be deemed to have been complied with in full.

E. LAND USE RESTRICTIONS.

1. No building except a single-family dwelling and a private garage for not more than two cars shall be constructed or used on any Lot. This provision shall not apply to common areas.
2. All buildings so constructed shall comply with all State and Federal statutes and all municipal by-laws, restrictions and ordinances.
3. The first floor living area for any one-story house shall be at least 1,000 square feet and for any cape, colonial, split, etc. (more than one story) shall be at least 900 square feet of living area on the first floor. An attached garage is required on every house but may be omitted by the addition of 300 square feet to the first floor living area.
4. The exterior of every dwelling house must be completed including landscaping within six months from the date that construction commenced on such house. An extension not to exceed six months may be obtained for the landscaping to avoid planting during the winter months.
5. Lots are to be used for residential purposes only. This shall not prohibit the use of any Lot(s) by the Corporation as an office or model home.
6. The locations of wells and septic systems on each Lot are to be as designated by the Architectural Control Committee.
7. No permanent exterior tanks or other containers for the storage of fuel or flammable materials above ground are permitted.
8. No trailers or tents are to be placed or kept on any Lot. No commercial vehicles are to be kept unless garaged on any Lot with the approval of the Architectural Control Committee. No boats exceeding twenty-four (24) feet in length may be stored outdoors.
9. Exterior clotheslines are prohibited on any Lot. Rubbish or waste cans must be enclosed and screened from view from the street or from abutting property.

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10. Commercial signs of any type including "For Rent" or "For Sale" signs are prohibited except for a sign designating the model home(s) of the Corporation; this provision does not exclude signs identifying the development at either entrance from Redbrook Road. Temporary signs showing the name, address, and telephone number of any builder may be exhibited on the Lot said builder is working on subject to the approval of the Architectural Control Committee.

11. In the area from the front of the house to the street line, no screen fences may be used nor may any fence exceed three feet in height.

12. The entire area of each Lot from the front of the house to the street line must be kept in sod except for reasonable areas for foundation plantings and around trees and for path ways to the house as approved by the Architectural Control Committee.

13. No animals or fowls other than a reasonable number of household pets may be kept on the premises nor may any such pets be bred for the purposes of resale.

14. The Association is to have the right to construe these restrictions and to prevent variations and modifications thereof and any action taken by the Association in connection with such restrictions shall be conclusive and binding upon all Lot owners.

F. PROPERTY RIGHTS IN COMMON AREAS.

1. The common areas of SEABROOK VILLAGE are set forth and shown as Lots 166, 167, 168, 169, 170, 171, 172, 173, 174, 184 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 covenants that title to the common areas shall be conveyed to the Association, free and clear of all incumbrances, 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 expenses of the Association exceeding its budget.

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4. The property rights set forth in Paragraph 2 of this section are nonetheless subject to the following:

a. the right of the Corporation and of the Association to borrow money for the purpose or improving common areas and in aid thereof of the Bridge Land Areas. In the event such mortgage becomes in default, the lender's rights hereunder shall be limited to a right, after possession is taken of the mortgaged property, to charge admission and other fees as a condition to continued enjoyment by the members and to open the enjoyment of such property to a wider public until the mortgage debt is satisfied whereupon the possession of such property shall be returned to the Association and all rights of the members shall be fully restored.

b. the right of the Association to take reasonably necessary steps to protect the common areas against foreclosure.

c. the right of the Association, as provided by its Articles and by-laws, to suspend the enjoyment rights of any member for the period during which any assessment remains unpaid, and, for periods up to thirty days, for infractions of its published rules and regulations.

d. the right of the Association to charge reasonable admission and other fees for the use of the common areas.

e. the right of the Corporation or the Association to dedicate or transfer all or part of the common area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members, effective only upon a two-thirds vote of the members; and

f. the right of the Corporation or Association to lease portions of the common areas for use as a working cranberry bog or bogs, the earnings from such lease to be paid directly to the Association and to be used for the general purposes of said Association.

G. AMENDMENTS.

The Corporation shall have the right at any time to amend this Declaration during the term thereof by filing such amendment in the Barnstable Registry District and the Barnstable County Registry of Deeds and shall have the further right to file a supplemental plan enlarging the area subject to the terms and provisions of this Declaration and amendments thereto. Each additional building lot so established shall have the same rights and be subject to the same obligations as are the present Lots. If the new area contains common areas, such common areas shall be subject to the same rights of enjoyment and easements as are the

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present common areas. The Corporation shall have the right to grant easements in the ways as shown on the plans hereinabove referred to to lots in the new area, and vice versa. Finally, nothing herein shall be deemed or interpreted to reserve to the Corporation the right to amend in any way the restrictions created by this instrument insofar as they affect lots individually owned at the time of such amendment.

H. TERM.

The provisions created by this instrument shall run with the land and inure to the benefit of and be enforceable by the Corporation, the Association, and the owner 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 is recorded, after which time such provisions may be extended for two periods not exceeding twenty (20) years each by agreements executed and recorded prior to the expiration of the initial period or of the extension period, said agreements to be executed by not less than two-thirds of the Lots subject to such provisions. Notwithstanding, all easements shall continue in perpetuity.

I. SEVERABILITY.

If any provision contained herein should be held invalid by any court, such invalidity shall in no way affect the continued validity of any other provisions, which shall continue and remain in full force and effect.

J. GOVERNING LAW.

This Declaration shall be construed, interpreted and applied in accord with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, REDBROOK CORPORATION, has caused this instrument to be signed and its corporate seal to be hereunto affixed by JOHN R. UMINA, its President, duly authorized, this

April 17th day of
A.D., 1974.

REDBROOK CORPORATION

By *John R. Umina*
JOHN R. UMINA, President

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BARNSTABLE, S.S. AN April 17 A.N.A.D., 1974.
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Then personally appeared the above-named JOHN RYUMINA as
President of REDBROOK CORPORATION and acknowledged the foregoing
instrument to be the free act and deed of said corporation,
before me,

Felice P. Thibault
Notary Public
My commission expires: February 7, 1980