



Seabrook Village Association

CCR Reinstatement — Frequently Asked Questions

For property owners — June 13, 2026 Signing Day

We have received thoughtful questions from several owners since our recent communication. If your question is not covered here, please contact the Board at seabrookvillageassoc@gmail.com.

The Basics

Q. What am I being asked to sign?

A notarized "Assent" document. Your signature reinstates the Seabrook Village Declaration of Covenants, Conditions, and Restrictions (the "CCR") onto your lot — recording the covenants against your lot's certificate of title at the Barnstable County Land Court.

Your assent reinstates the covenants onto your lot. The amendments approved by the membership at Annual Meetings over the years are filed separately afterward, by the Board — no further signature is needed for those. **You are bringing your lot under the covenants that already govern the community.**

Q. Why are we doing this now?

First, an important clarification: the Association itself, its bylaws, and its authority are all in force, and the Association is operating normally. What was not extended is the registration of the covenants' restrictions on individual lots. Because of an error made years ago, the covenants are currently registered against only certain lots the Association owns — namely 203 Surf Drive, the mailbox kiosk, and the tennis court — and not against the 156 individual homeowner lots.

In 2003, a former board sought to extend the covenants through the Land Court. That filing — an amendment to extend the covenants, though most owners would think of it as a renewal — was registered against only those Association-owned lots, not the 156 individual lots it should also have covered. That inconsistency went unnoticed until an astute resident raised it (thank you), pointing out that the lots were being treated differently from one another. When the Land Court reviewed the matter, it declined our 2023 application as a result.

Our attorney pursued an appeal. It was denied. The remedy is the one we are now carrying out: each homeowner assents to reinstating the covenants onto their own lot, and the assents are filed lot by lot. Had the 2003 extension been done correctly — covering all 156 listed lots, not just the common ones — individual assents would not have been needed at all. **We are completing what that filing should have accomplished.**

Q. So what was missed?

The Association, its bylaws, and its authority are all in force — that part was never in question. What was missed is the registration of the covenants' restrictions on individual homeowner lots. The covenants were never recorded against those 156 lots, and the 2004 extension did not fix that. **This project closes that gap, lot by lot.**

Q. Who needs to sign?

Each owner of record signs, based on how the property is titled. Properties held by a married couple, by joint owners, or by co-trustees require a signature from each owner. Each individual person signs their own form before a notary. LLC owners will be contacted separately. **We need signatures from everyone.**

Q. Where and when can I sign?

Signing Day 1: Saturday, June 13, 2026, 9:00 a.m. to 3:00 p.m., at the SVA tennis courts. Rain date Sunday, June 14, same hours. All paperwork and notaries provided at no cost.

On your own: Have the form notarized at a bank, UPS Store, town hall, by a neighborhood notary, or by a mobile notary (\$5 home visit; contact the Board for a referral). Return the signed, notarized document to the SVA drop box at the mailbox kiosk or to any board member.

Out of state: You can have the form notarized wherever you are by a notary commissioned in that state. You do not need to travel to Massachusetts.

Why This Matters

Q. What do the covenants actually do for me?

They are the reason Seabrook Village looks and feels the way it does. From the original 1974 Declaration onward, the covenants were written "to preserve and enhance the character of the community and the enjoyment of life therein." In practical terms, **they are what keep the neighborhood residential, orderly, and well-kept.** Among the things they do:

- **Keep it residential.** Lots are for single-family residential use only — no commercial operations run out of homes, and tight limits on short-term rentals.
- **Keep yards and homes presentable.** Properties must be kept neat year round and not allowed to become unkempt or debris-laden to the point of harming the value of that property or its neighbors.
- **Control what gets parked and stored.** Limits on oversized boats, trailers, campers, commercial trucks, and unregistered vehicles — and a requirement that boats and trailers be kept behind the front line of the house, not in front yards or on the street.
- **Keep new construction and exterior changes in harmony.** Architectural review ensures that new homes, additions, and exterior alterations fit the character of the surrounding homes — design, colors, materials, landscaping.
- **Protect the common areas.** Lighting, entrances, the mail kiosk, the tennis court, landscaping, and tree care — funded and maintained for everyone.

Q. Why does that protect my investment?

The Association's own Property Maintenance Guidelines put it plainly: a consistently high standard of upkeep across the neighborhood is what protects "maximum value on our investment." Most of us will sell our homes one day, and when we do, we will want the highest return the property can bring. A buyer pays more for a home in a community that visibly takes care of itself — and pays less, or walks away, when the house next door has a junk-filled yard, a half-finished project, or a commercial operation running out of the garage.

The covenants are the mechanism that holds that standard in place. **They are the difference between a neighborhood that stays desirable and one that drifts.**

Q. Doesn't most of this happen anyway, because neighbors are considerate?

Largely, yes — and that is exactly the point. Seabrook Village works because the great majority of owners already keep their homes up and respect their neighbors. The covenants do not change anything for those owners. What the covenants do is provide a backstop for the rare situation where good faith is not enough — where a property is genuinely neglected, or an owner does something that materially harms the neighbors around them. **Without that backstop, the considerate majority is left with no recourse against the occasional exception.**

Q. So why should I sign?

Four reasons, plainly:

- **It protects your property value.** The whole point of the covenants is to keep Seabrook Village looking like Seabrook Village. The more lots that are covered, the stronger the protection against the rare bad-faith owner who would let a property fall into disrepair, run a business out of the home, or build something out of character with the neighborhood.
- **It protects the neighborhood you chose.** Most of us bought here because of how Seabrook Village looks and feels. The covenants put that into writing. Signing the assent is how you keep your part of that shared agreement intact.
- **It costs you nothing if you already follow the rules.** If you keep your home up, respect the architectural guidelines, and pay your dues, signing changes nothing about how you live. It simply preserves the community's ability to act if someone else does not.
- **Your neighbors are counting on you.** Reinstatement only protects the lots whose owners sign. When you sign, you protect your assenting neighbors — and you ask them to do the same for you.

The Covenants Document and What Changed

Q. Which exact document am I assenting to?

You are assenting to reinstate the Seabrook Village Declaration of Covenants onto your lot. The recorded chain of this document at the Barnstable County Land Court is:

- **Original Declaration of Covenants:** Document No. 185,196, recorded April 17, 1974.
- **Extension Amendment:** Document No. 961,045, recorded March 22, 2004.

Later complete restatements were also approved by the membership over the years (a restated version in 2007, and again in 2018), and a further restatement was approved at the September 13, 2025 Annual Meeting. The full text and a redlined version showing the changes are **posted on the SVA website, seabrookvillageassociation.com**. If you would like a copy sent directly to you, contact the Board and we will provide it.

Q. Have the rules changed compared to the prior version?

Only modestly, and the changes do not take effect through your signature. Your assent reinstates the covenants; the amendments are filed separately afterward by the Board, and they were already approved by the membership at Annual Meetings. They include:

- **Accessory Dwelling Units (ADUs):** now expressly permitted with Board approval and Town compliance.
- **Architectural review modernized:** now expressly covers solar panels, tree removal, and major landscaping changes; submissions can be made by email.
- **6D Certificate fee:** memorialized at \$100 at sale (this clarifies existing practice; not a new charge).

- **Penalty provisions:** language tightened on how penalty assessments accrue per incident, per month, and on the Association's lien rights for unpaid penalties.
- **Recreational facilities:** maintenance of common-area structures is explicitly listed among the permitted uses of dues.

None of these changes make the rules materially more restrictive than what was already in place. **They reflect what the Board and the Architectural Compliance Committee were already doing under the existing covenants.**

Q. Are dues changing?

No. None of this raises dues. The dollar amount is set by the Board each year, as it always has been, and is **unaffected by the reinstatement.**

Q. What do my dues cover?

Aside from restrictions, the covenants describe what dues cover. The breakdown:

- **Taxes on common areas:** state, local, federal.
- **Insurance and legal:** liability insurance, workers' compensation, legal fees, potential liability defense, renewal of incorporation.
- **Maintenance and upkeep:** tennis court, mailbox kiosk, common property, snow plowing of common areas (especially the kiosk), entrance maintenance, landscaping, hazardous tree and limb removal, cutting back and raising trees as necessary.
- **Lighting and energy:** common-area lighting maintenance for entrances, roads, and circles; energy costs for all common lighting; lighting repairs.

Process and Logistics

Q. How many owners have to sign for this to take effect?

There is no minimum threshold required by the Land Court for the covenants to take effect on the lots that do sign. Reinstatement happens lot by lot. Each signed and notarized assent results in the covenants being recorded against that lot — and only that lot. The Association needs only one lot owner to sign (in addition to the previously stated lots the Association owns) for the filing to proceed, and each subsequent owner's assent is added.

Q. The assent has blank vote-count lines. What goes there?

At the September 13, 2025 Annual Meeting, the membership voted on the motion to approve pursuing the registration. The motion passed with 79 votes in the affirmative, 0 in the negative, and 77 members not voting. Those figures will be entered in the blank lines on the assent document before it is filed with the Land Court. The lines are left blank in the mailed copies only because the document is completed and certified at the filing stage.

Q. The September vote was 79 in favor. Isn't that only about half the 156 lots?

The two-thirds requirement is two-thirds of the owners voting at the meeting — those present in person or by proxy — not two-thirds of all 156 lots. Of the 79 who voted, all 79 were in the affirmative and 0 against. Measured against the owners who voted, that is unanimous, far exceeding the two-thirds needed. The 77 who did not vote are not counted against the motion; they simply did not cast a ballot.

Q. Is there a cost to file, and who pays it?

There is a per-lot recording fee charged by the Land Court. The Association has funds set aside for this — roughly \$16,000 is held in escrow by our attorney, Matthew P. Fitzsimmons, to cover the recording costs when the filing is made. Individual owners are not asked to pay a filing fee to sign the assent.

Q. What happens if I move or sell before this is filed?

If you sell after signing but before the filing is recorded, the new owner may need to assent in your place. Please notify the Board promptly of any pending sale, title change, or move into trust ownership so we can update records and re-execute if needed.

Q. Why is the Association using an attorney for this?

Because the Land Court process is technical, the 2023 denial was triggered by a procedural error from 2003 that has to be cleaned up correctly, and volunteer Board members are not lawyers. Our attorney, Matthew P. Fitzsimmons, Esq. handles all Land Court filings. The cost of repeating this process a second time would be substantially higher than doing it right once.

Q. Who do I contact with questions?

Email: seabrookvillageassoc@gmail.com

Phone: 508-534-5525

Or speak to any board member directly. We are also available at Signing Day on June 13 to answer questions in person.

If You're Considering Not Signing

We want everyone to make an informed decision, so here is the candid picture of what is at stake.

Q. If I don't sign, what is the real consequence?

It is not really about you — if you keep your home up, signing changes nothing about how you already live. The consequence is about the neighborhood as a whole.

Reinstatement works lot by lot. Every lot left out is a gap in the protection. A lot with no covenants on it can, in the hands of an indifferent or bad-faith owner — now or years from now — become the boat parked across the front yard, the commercial vehicles, the unkempt and debris-laden property, the addition thrown up without regard to the homes around it. The neighbors of that lot have no recourse. And the effect does not stop at the property line: an eyesore drags on the value and enjoyment of every home near it.

When you decline to sign, that is the risk you are leaving on the table — not for the Board, but for the people who live next to you and across from you, and for whoever buys your home after you. If you have a specific issue with signing that you would like to raise with the Board, please let us know.

Q. Is this a fair thing to ask of me?

We think so. The beauty and the market value of Seabrook Village today were not an accident. They are the product of decades of owners agreeing to a shared standard and holding to it. Every owner who has kept their home up has been quietly subsidizing the value of yours. The assent is simply your turn to do the same for them — to lock in, on your lot, the standard you have benefited from since the day you bought.

A reasonable question to ask yourself: would you want your neighbors to decline? Would you want the home beside yours to be free of any obligation to stay residential, maintained, and in character with the street? If the answer is no, then the assent is the thing that prevents it — and it only works if owners actually sign.

Q. What does NOT change if I don't sign?

Several things continue regardless:

- **You still owe annual dues.** Dues are separate from the covenants and continue under the Association's bylaws and under Massachusetts law. Our attorney has confirmed this in writing; the letter is posted on the SVA website.
- **You still use the common areas.** Lighting, mail kiosk, tennis court, snow removal, landscaping — all funded by dues from every lot, yours included.

So not signing does not save you dues or change your day-to-day. What it does is leave your lot — and, by extension, your corner of the neighborhood — outside the shared agreement that keeps Seabrook Village what it is.

Q. Can I change my mind later and sign?

Yes. If you are not ready now, you are not shut out. Our attorney has confirmed that an owner can be brought in later — and if you sell, the new owner will be asked to sign. We would simply rather have your lot protected now, alongside your neighbors'.

A Note from the Board

We are volunteers. We took this on because a legitimate effort to renew the covenants ran into a hidden, decades-old administrative defect that none of us caused but all of us inherited. The work is tedious — verifying 156 deeds, preparing owner-specific forms, coordinating notaries, tracking returns — and we appreciate the patience of every owner who has signed already and the thoughtful questions of every owner still considering.

Seabrook Village is what it is — a well-kept, tight-knit community on beautiful coastal Cape Cod, where most homes look loved and most neighbors look out for each other — because the people who live here choose to keep it that way. The covenants put that shared choice into writing. Signing the assent is your way of confirming you want that shared agreement to continue on your lot.

And to the many owners who have long taken care of their homes and their landscaping — who have quietly upheld the look and feel of this neighborhood year after year — thank you. The value and the character the rest of us enjoy are, in no small part, your doing.

Thank you.

The Seabrook Village Association Board of Directors