

Declaration of Covenants – List of Restrictions

ARTICLE I. COMMON SCHEME RESTRICTIONS

Section 1.1 Grantor declares that the following common scheme restrictions (the "Common Scheme Restrictions") are imposed on the Lots in accordance with Sections 26-30 of Chapter 184 of the General Laws of Massachusetts, each of the Lots being subject to, and having the benefit of, the following restrictions, which shall be enforced as set forth further below:

- A. No building or other structure of any kind shall be erected, placed or allowed to stand on the land hereby conveyed until the plans and specifications, together with the drawings showing the front and rear facades and the placement thereof on the land, shall be approved in writing by Duxburrow Estates, LLC (and the Town of Bridgewater if necessary).
- B. No building or other structure of any kind shall be erected, placed or allowed to stand on said land except one house designed for one family, a swimming pool, a storage shed, and a private garage for said house designed for the storage of automobiles. Said garage cannot be used as habitable space, nor can it be converted for use as habitable space.
- C. No metal buildings of any kind shall be erected, placed, or allowed to stand on premises. The design and construction of any detached building will be consistent with the home on said lot, to be no more than 120 square feet in size and located behind the house, within the building foot print and have a minimum eight (8) feet side setback and rear setback. Consistency will relate to roof pitch, shingle color, siding, and siding color.
- D. Boats, trailers, any unregistered vehicles, and any other recreational vehicles must be stored in a manner so as not to be visible from the street. Boxed trucks, school and transportation buses cannot be parked on the property.
- E. Television satellite dishes greater than two feet (2') in diameter and television antennas (of any size) may not be located anywhere outside the home or on the exterior of the home.
- F. No signs may be erected on any site, except for "For Sale" signs and construction signs.
- G. Lawns shall be reasonably maintained in character with the neighborhood. Any lawn that is within one hundred feet of any wetland can only be fertilized with organic fertilizer.
- H. Residents shall take care that activities on their premises shall not result in excessive levels of noise and that noise shall whenever practicable be consistent with the residential character of the neighborhood.
- I. No livestock shall be kept on said premises.
- J. Exterior colors shall consist of whites, grays, earth tones and historic colors only and must be approved by Duxburrow Estates, LLC.
- K. No fences higher than six feet (6') are allowed. Fences are only allowed in the backyard (from the back corners of the house)

- L. No above-ground swimming pools will be allowed.
- M. No clothes lines may be visible from the street or any other lot.
- N. All driveways must be either asphalt, concrete, or brick. Gravel or crushed stone will not be acceptable.
- O. Each of the Lots shall be kept free and clear of rubbish, debris and other unsightly materials.
- P. Each Lot Owner (meaning every person or entity who or which is the record owner of the fee, or of an undivided interest in the fee of any of the Lots) shall be personally liable for all sums assessed for his or her share of all common charges, as provided for in the Association Trust. Such common charges shall constitute a lien upon his or her land in Duxburrow Estates. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record. A certificate from the Association Trust indicating that such common charges have been paid shall discharge such lien upon recording in the Plymouth County Registry of Deeds.
- Q. No one shall unreasonably obstruct any part of the common areas and facilities without the prior consent of the Trustees of the Association Trust.
- R. All personal property of the Lot Owners, whether in the homes or in the common areas and facilities, or elsewhere on the property, shall be kept therein at the sole risk and responsibility of the respective Lot Owner, and the Trustees of the Association Trust shall have no responsibility therefore.
- S. No noxious, offensive or illegal activity shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Lot Owners. No Lot Owners shall do or permit anything to be done by his or her family, servants, employees, agents or visitors that will interfere with the rights, comforts or conveniences of other Lot Owners.
- T. All domestic trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the common areas and facilities. Trash receptacles must be placed in a manner as to they are not visible from the street.
- U. The Bridgewater domestic animals by-laws shall be in full force and effect. Pets shall be leashed at all times. Should Lot Owners have to take their pet(s) for a “call of nature”, they must make sure that they go to a wooded area and NOT on any of the lawns and landscaped areas. Additionally, Lot Owners must pick up after their respective pet(s) and dispose of any excrement in a clean and non-hazardous way (*i.e.* Sealed container).

Any damage to the common areas caused by a Lot Owner, or by a Lot Owner’s family, visitor(s) or pet(s), shall be repaired at the expense of the Lot Owner.