

DECLARATION OF RESTRICTIVE COVENANTS

To facilitate the plan of ownership herein established, to set forth standards for the ownership and sale of Lots in SEABROOK SHORES, as hereinafter set forth, and to preserve and enhance the character of the community and the enjoyment of life therein, REDBROOK CORPORATION, and LEISURE-LIVING DEVELOPMENT CORPORATION, corporations duly organized under the laws of the Commonwealth of Massachusetts and having their usual place of business at P. O. Box 1 in Mashpee, Barnstable County, Massachusetts, and their successors and assigns (hereinafter referred to as "the Corporations"), and all future owners of Lots in SEABROOK SHORES, as hereinafter set forth, by their acquisition of title thereto, Covenant and Agree as follows:

A. THE PROPERTY.

1. The Corporations own certain real estate in Mashpee, Barnstable County, Massachusetts, which is set forth and shown on a plan of land entitled: "Subdivision Plan of Land of Redbrook Corporation in Mashpee, Mass. Scale 1" = 80' Date: June 14, 1984 holmes and mcgrath, inc. civil engineers and land surveyors 200 main street falmouth, ma. 02540", which said plan is duly recorded with the Barnstable County Registry of Deeds in Plan Book , Pages and a copy of a portion of which is filed with the Barnstable County Registry District of the Land Court being Land Court Plan No. 35350-J. This plan subdivides said real estate into building lots and areas reserved for open space.

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 SHORES and to run with and legally encumber each and every Lot and open space area therein.

B. AUTOMATIC HOMES ASSOCIATION.

1. The corporation has caused to be created under Massachusetts law a non-profit corporation known as SEABROOK SHORES ASSOCIATION, INC. (hereinafter referred to as "the Association") for the purposes of providing for the management, improvement and safekeeping of common areas of SEABROOK SHORES for the administration and enforcement of the land use restrictions hereinafter set forth and generally for the enhancement of enjoyment of the members in the open space 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 Corporations, their successors or assigns, commence with the recording of a deed of conveyance of any Lot in SEABROOK SHORES and terminate only when said Lot is conveyed to a new owner by duly recorded deed of conveyance or by the death of the current owner.

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 Corporations, 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 SHORES;
- b. Landscaping and beautification of shoulders of the private ways and of open space areas adjacent thereto;
- c. Installing and maintaining a series of walkways and piers where permitted through certain open space areas;
- 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

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the annual or special assessments;

- e. Payment of taxes and assessments, if any, levied by public authorities on any private ways, walkways, open space areas or other improvements of the Association;
- f. Constructing and maintaining recreational facilities including structures in any of the common areas; and,
- 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 SHORES.

3. The initial annual assessment will be \$50.00 per vacant Lot and \$100.00 per improved Lot beginning July 1, 1985. This annual assessment may be increased in succeeding years only by a corresponding increase in the Cost of Living Index for Urban Wage Earners published by the Bureau of Labor Statistics of the U. S. Department of Labor, or, if such index is no longer published, then by a similar index measuring statistical increases in the cost of living. Said annual assessment of each vacant lot shall never exceed fifty (50%) percent of the annual assessment of each improved lot. The annual assessment shall be payable on July 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 open space areas and other improvements administered by the Association are legally transferred to said Association by the Corporations, the Corporations, 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 open space 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 18% 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 (including change of exterior color) be made until the following 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 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:

1. A complete Architectural Review Form and application fee of \$150.00;
2. A site layout and landscaping drawing that has been properly prepared of a minimum scale of 1" = 20'; and,
3. A set of building construction drawings that have been properly prepared at a minimum scale of 1" = 8'.

If plans and specifications submitted under the provisions of this section are not approved or disapproved within forty-five (45) 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 attached private garage for not more than two cars shall be constructed or used on any Lot. This provision shall not apply to open space 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. All improved Lots shall be landscaped.

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 Corporations 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. None of the following are permitted outside on any Lot: tents, trailers, tool sheds, commercial vehicles, unregistered automobiles or trucks, boats exceeding twenty-two (24') feet in length, exterior--unenclosed clotheslines, commercial signs (except sign for model home and office). Permitted boats must be screened from view of the adjoining street.

9. Rubbish and waste cans must be enclosed and screened from view from the adjoining street and from adjoining Lots.

10. No dwelling or attached garage may be erected less than fifty (50') feet from a vegetative wetland.

11. No walkways, docks or piers may be erected on any residential dwelling Lot, except by the Corporations pursuant to easements reserved for such purposes. In the event walkways, docks or piers are permitted and are constructed by the Corporations, then every Lot owner shall have a right and easement of enjoyment in and to the same and such easement shall be appurtenant to and shall pass with the title to every Lot. The easement over docks and piers shall be for the sole purposes of boarding and disembarking pleasure craft. The mooring or docking of any privately owned vessel to such docks or piers shall be prohibited.

12. Parking of motor vehicles on the private ways as shown on the aforementioned plan is prohibited.

13. 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.

14. 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.

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

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Lot owners.

F. EASEMENTS.

1. Easements and rights of way for access and utility purposes and functions are hereby expressly reserved to the Corporations and their successors and assigns.

2. Lots are conveyed together with the benefit of an appurtenant right of way for all purposes for which ways are used in the Town of Mashpee over Bayshore Drive and Brookside Circle to Monomoscoy Road, a public way, in common with the Corporations and others now or hereafter entitled thereto; reserving to the Corporations, their successors and assigns, the fee in Bayshore Drive and Brookside Circle as shown on the aforementioned plan and also the right to convey similar rights to use said way, as appurtenant to their remaining land, including grants to utility companies.

The Corporations reserve to themselves, their successors and assigns, an easement in, through and under a strip of land ten (10) feet in width running along the sideline of Bayshore Drive and Brookside Circle as shown on said plan, over the above-described premises for the purposes, from time to time of installing, maintaining, repairing, replacing overhead or underground utilities and apparatus for the purpose of carrying or transmitting electric power, water, gas, telephone service, cable television service or sewage and provided, however, that the Corporations, their successors and assigns, shall restore the surface thereof to its original condition at no cost to the lot owners, all such work in connection therewith, if any, to be done in a good and workmanlike manner.

G. PROPERTY RIGHTS IN OPEN SPACES.

1. The open space areas of SEABROOK SHORES are set forth and shown as Lots 274, 274A, 276, 276A, 276B, 277, 277A, 278, 299 and 300 on the plans hereinabove referred to.

2. Every Lot owner shall have a right and easement of enjoyment in and to the open space areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

3. The Corporations may retain the legal title to the open space areas until it has completed improvements thereon and until such time as, in the opinion of the Corporations, the Association is able to maintain the open space areas as improved. However, the Corporations, their successors and assigns, hereby

convenient that title to the open space 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 Corporations shall be equal to the votes of the Corporations. From that date forward, the Corporations shall no longer be responsible for any expenses of the Association exceeding its budget.

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

- a. the right of the Corporations and of the Association to borrow money for the purpose of improving open space areas and in aid thereof to mortgage said 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 open space 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 open space areas; and,
- e. the right of the Corporations or the Association to dedicate or transfer all or part of the open space areas 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-third vote of the members.

H. AMENDMENTS.

The Corporations 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 open space areas, such open space areas shall be subject to the same rights of enjoyment and easements as are the present open space areas. The Corporations 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 Corporations 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.

I. TERM.

The provisions created by this instrument shall run with the land and inure to the benefit of and be enforceable by the Corporations, 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.

J. 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.

K. GOVERNING LAW.

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

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signed, acknowledged and delivered in its name and behalf by EARLE M. MARSTERS, its President, hereto duly authorized; and LEISURE-LIVING DEVELOPMENT CORPORATION has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by EARLE M. MARSTERS, its President and Treasurer, hereto duly authorized this 7th day of December, 1984

REDBROOK CORPORATION

By: Earle M. Marsters
President



LEISURE-LIVING DEVELOPMENT CORPORATION

By: Earle M. Marsters
President and Treasurer

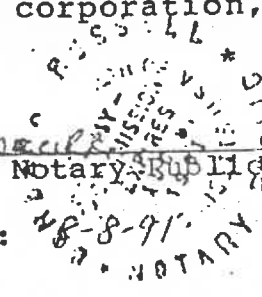
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. December 7, 1984

Then personally appeared EARLE M. MARSTERS, President of REDBROOK CORPORATION, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Barbara Russell
Barbara Russell Notary Public

My commission expires: 12-8-91



Notary Public
herein signed
our approval

JAN 10 1985
Plan 35350J
(Examined as to description only)
Engineer

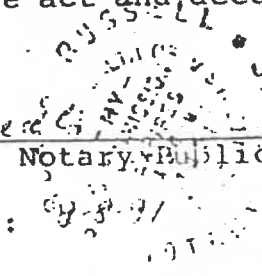
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. December 7, 1984

Then personally appeared EARLE M. MARSTERS, President and Treasurer of LEISURE-LIVING DEVELOPMENT CORPORATION, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Barbara Russell
Barbara Russell Notary Public

My commission expires: 12-8-91



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REGISTER DISTRICT
STEPHEN WEEKES
REGISTER

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A TRUE COPY, ATTEST
Stephen Weeks
STEPHEN WEEKES, REGIS

RECORDED JAN 11 85