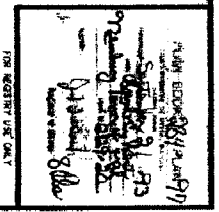


97-8-8-8

		<p><b>DEFINITIVE SHEET</b></p> <p><b>NEWELL FARM DRIVE</b></p> <p>West Newbury, MA</p> <p>OWNER: NEWELL FARM DRIVE PROJECT</p> <p>DESIGNED BY: W. CHARLTON ENGINEERING, INC.</p> <p>DATE: 12/1/83</p>
<p>W. CHARLTON ENGINEERING, INC.</p> <p>207 OLD STREET, ANDOVER, MA</p>		
<p>DEFINITIVE SUBMISSION</p> <p>REVISED BY: [Signature]</p> <p>DATE: Sept 1983</p>		
<p>PROJECT: NEWELL FARM DRIVE</p> <p>SHEET: 2 OF 8</p>		

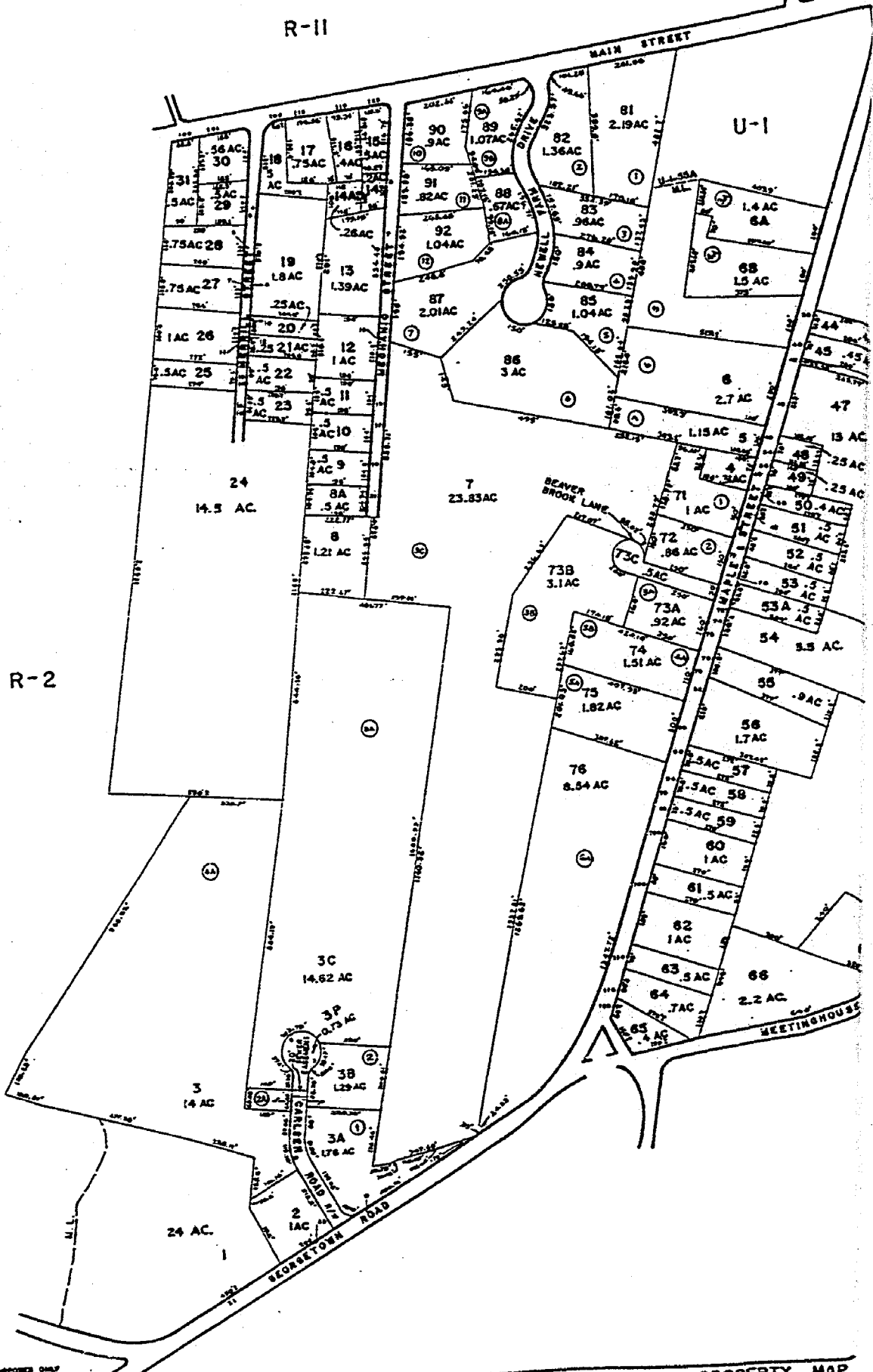


R-II

MAIN STREET

U-1

R-2



FOR REFERENCE PURPOSES ONLY  
NOT FOR PROPERTY CONVEYANCES

JOHN E. O'DONNELL & ASSOCIATES  
AUBURN, MAINE  
1966

PROPERTY MAP  
WEST NEWBURY

25

DEED

LOCUS: Lot 2, Newell Farm Drive, West Newbury, MA

I, RONALD N. TAGNEY, Trustee of Newell Farm Nominee Trust under Declaration of Trust dated October 23, 1992, recorded with Essex South District Registry of Deeds in Book 11,588, Page 574, of West Newbury, Essex County, Massachusetts for consideration of THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000.00) grant to WILLIAM J. PAPP, JR. and DAPHNE F. PAPP, Husband and Wife as Tenants by the Entirety, of 260 Lafayette Street, Salem, MA 01970, with QUITCLAIM COVENANTS a certain parcel of land together with the building thereon and all appurtenances thereto situated in West Newbury, Essex County, Massachusetts, and being shown as Lot 2 on a plan entitled "Newell Farm Drive a definitive subdivision in West Newbury, MA" dated March 3, 1993 and prepared by W. C. Cammett Engineering, Inc., said plan being duly recorded with the Essex South District Registry of Deeds in Plan Book 284, Plan 97.

Lot 2 contains 59,070 square feet (1.36 acres), more or less, according to said plan.

For Grantor's title see the following:

1. Deed of James T. Connolly, Executor, dated October 23, 1992 recorded with Essex South District Registry of Deeds in Book 11,588, Page 581;
2. Deed of Allene S. Jorgensen, Guardian, dated November 6, 1992 recorded with said deeds in Book 11,588, Page 584;
3. Deed of Jonathan R. Price dated October 26, 1992 recorded with said deeds in Book 11,588, Page 587;
4. Deed of Ronald N. Tagney dated November 9, 1993 recorded with said deeds in Book 12279, Page 495.

Subject to and with the benefit of covenants, restrictions and easements of record. Together with the right to use Newell Farm Drive in common with others entitled thereto for all purposes for which a public way may be used in the Town of West Newbury and the Commonwealth of Massachusetts.

I certify that:

1. Newell Farm Nominee Trust has not been altered, amended, revoked or terminated since its creation.
2. I am the present and sole Trustee of Newell Farm Nominee Trust.



04/29/1994 Doc: 0922

UNRECORDED  
155400 REC 11  
ESSEX SOUTH  
04/29/94

TAX 1036.40  
CASH 1476.00  
6616409 15101  
EXCISE TAX

3. None of the beneficiaries of Newell Farm Nominee Trust are minors or incapacitated.
4. I have been authorized and directed by the beneficiaries of Newell Farm Nominee Trust to sell the above-described real estate to the grantee for the consideration stated herein.

WITNESS my hand and seal this 28<sup>th</sup> day of April, 1994.

Ronald N. Tagney, Trustee  
Ronald N. Tagney, Trustee of  
Newell Farm Nominee Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

April 28, 1994

Then personally appeared the above-named Ronald N. Tagney, Trustee of Newell Farm Nominee Trust, and acknowledged the foregoing instrument to be his free act and deed, and subscribed that the foregoing certifications are true, before me,

William O'F. White  
Notary Public  
My Commission Expires: July 1, 1994

18  
Covenants and Restrictions for the Newell Farm Subdivision in  
West Newbury, County of Essex, Massachusetts

Know all men by these presents, that Ronald N. Tagney, Trustee of the Newell Farm Nominee Trust, under Declaration of Trust dated October 23, 1992, and recorded with Essex South District Registry of Deeds in Book 11,588, Page 574, of 33 Indian Hill Street, P. O. Box 418, West Newbury, Essex County, Massachusetts, and his successor(s) (hereinafter the "Developer") does hereby impose the following covenants and restrictions on the land owned by him, as Trustee of the Newell Farm Nominee Trust, shown as Lots 1 through 12, inclusive, on a plan entitled: "Definitive Subdivision, Newell Farm Drive, West Newbury, MA, Owner and Applicant Newell Farm Nominee Trust, Ronald N. Tagney, Trustee, 33 Indian Hill Street, West Newbury, MA 01985, Engineers, W. C. Cammett Engineering, Inc., 297 Elm Street, Amesbury, MA," 8 Sheets, dated 3/3/93, which Plan is recorded with the Essex South District Registry of Deeds at Plan Book 284 Plan 77 .

Whereas, the Developer desires to provide for the preservation of the values and amenities in said subdivision; and, to this end, desires to subject the aforesaid lots on said plan and any future lots subdivided therefrom to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said land and each owner thereof.

Now, Therefore, the Developer declares for himself and his successors in record title, that those lots enumerated above are and shall be held, transferred, sold, conveyed, inherited, and occupied subject to and with the benefit of the covenants and restrictions hereinafter set forth, which restrictions shall run with the land.

1. Restrictions:

a. Homes constructed on lots within the subdivision shall contain a minimum of 2000 square feet, exclusive of breezeways, garages, and porches. They shall be designed in a compatible New England style, such as cape, colonial, or another design approved by the Developer; shall be constructed with materials of good quality; and shall be painted or stained in a color or shade which enhances the structure and the neighborhood. Siding shall be installed horizontally, or as approved, and shall be redwood, red cedar, brick, stone, or another material approved by the Developer. All roofs shall be constructed of treated cedar shakes/shingles or architectural-grade asphalt. No modular or pre-fabricated home may be erected on any lot. The Developer or his nominee shall issue a written certificate, acknowledged for

the purposes of recording, certifying that the building plans required by this restriction have been approved as herein required. The issuance of such a certificate by the Developer or his nominee shall be conclusive evidence that such approval has been obtained. In the event that the Developer or his nominee fails to act on the written request for a such a certificate within thirty (30) days after submission of a complete set of building plans to the Developer, then the lot owner may record an Affidavit, sworn to under the pains and penalties of perjury, reciting same, and said Affidavit shall, when recorded, be of the same force and effect as a certificate of approval issued by the Developer or his nominee. Approval of any plan by the Developer, however, does not imply or warrant that the plans meet local or state codes, by-laws or laws.

Whether or not specifically stated in any conveyance by the Developer, or by any grantee or devisee of the Developer, the owner or occupant of any such lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that the surface of such lot shall not be disturbed, and no structure, including, but not necessarily limited to, any residential structure, appurtenant building or other improvements, shall be constructed, built or maintained on such lot, unless complete plans, specifications and site plans therefore shall have been submitted to and approved in writing by the Developer or his nominee. Said approval may be granted solely by the Developer or his nominee. Lots 2 and 9, with the buildings thereon, are exempt from this provision.

b. No building or other structure of any kind shall be erected, placed or allowed to stand on any lot except one single detached dwelling house designed and used as a residence for one family only, which may have an "in-law" apartment, with a garage, and such fences as shall from time to time be customarily used in connection with single-family dwelling houses situated in similar neighborhoods in West Newbury, MA. Appurtenant buildings shall be limited to a garden house, greenhouse, tennis court, pool and/or pool house, and barns for storage of animals and/or equipment. No appurtenant outbuilding shall be located in front of any dwelling situated along Newell Farm Drive or closer than twenty-five (25) feet to any side or rear lot line. All utilities service connections to any building(s) erected on any lot shall be constructed and maintained underground.

c. Outside television antennas and radio aeriels shall be located on or near each residence in such a way that they are, as much as reasonably possible, not visible from road frontage along Newell Farm Drive of that particular lot. Solar collectors, microwave dishes, clothes lines and poles shall not be located on any lot in a manner that they are visible from said street. No swimming