

DECLARATION OF RESTRICTIVE COVENANTS
FOR LAND OWNED BY
COUNTRY HILL ASSOCIATES REALTY TRUST

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KNOW ALL MEN BY THESE PRESENTS, that MAUREEN A. BERNARD and JUDITH A. LaBONTE, Trustees of Country Hill Associates Realty Trust, under a Declaration of Trust dated September 28, 1987 and recorded with Essex South District Registry of Deeds in Book 9206, Page 061, of Seven Winter Street, Peabody, Massachusetts, (hereinafter the Developer), do hereby impose the following restrictions on the land owned by us and located in Boxford, Essex County, Massachusetts, shown as Lots 1 through 10, inclusive on a plan entitled "Plan of Land in Boxford, MA., property of Maureen A. Bernard and Judith A. LaBonte, Trustees, Country Hill Associates Realty Trust, Scale 1"=60', dated February 10, 1988, Donohoe and Parkhurst, Inc., 152 Main Street, Wenham, MA", as recorded with the Essex South District Registry of Deeds in Plan Book 236, Plan 70, sheets 1 and 2, to which plan reference may be made for a more particular description of said lots.

WHEREAS, DEVELOPER desires to provide for the preservation of the values and amenities in said community; and, to this end desire to subject the aforesaid lots on said plan, to the Covenants and Restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the DEVELOPER declares for itself and its

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DECLARATION OF RESTRICTIVE COVENANTS/Page 2

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, unless modified, amended, revoked or terminated by the said Country Hill Associates Realty Trust, acting in its discretion individually, but said restrictions and covenants shall expire in any event, thirty (30) years from the date of these presents.

1. APPROVAL OF THE PLANS

Whether or not provision therefor is specifically stated in any conveyance of any one or more of the aforesaid lots by the DEVELOPER, or by any devisee in title to it, the owner or occupant of each such lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that 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 lot plans therefor shall have been submitted to and approved in writing by the DEVELOPER or its nominee, and a copy of such plans, specifications and lot plans, as finally approved, deposited with the DEVELOPER or its nominee. Said plans shall include, but not be limited to, the exterior and color harmony of the primary and all lesser structures together with all landscaping

DECLARATION OF RESTRICTIVE COVENANTS/Page 3

and external decoration and improvements, location of proposed structures with respect to topography and finished grade elevation, tree removal impact, location and size of driveway.

The DEVELOPER shall have the sole and exclusive right to refuse to approve any plan, architectural design specifications, building size, building square footage, color, landscaping or building materials which the DEVELOPER deems not suitable, desirable, consistent or appropriate for the overall development of the tract of land. As part of its review and approval process, the "developer" specifically reserves the right to require modifications, additions or deletions in order to reasonably preserve the architectural integrity and continuity of the area, provided, same does not unreasonably increase the cost to the lot owner of the improvements proposed.

The DEVELOPER or its nominee shall issue a written certificate, acknowledged for the purpose of recording, certifying that the building plans required by this restriction have been submitted and have been approved as herein required. The issuance of such a certificate by the DEVELOPER shall be conclusive evidence that such approval has been obtained.

In the event that the DEVELOPER fails to act on the request for such a certificate within thirty (30) days, 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.

DECLARATION OF RESTRICTIVE COVENANTS/Page 4

2. COMPLETION OF WORK

The DEVELOPER shall have the right to insure that any building on any such lot be completed in conformity with the plans, specifications, and information submitted to Developer and approved by Developer. All exterior work on such structure, together with any landscaping and driveways in connection therewith, shall be completed within one (1) year from the date of approval of the plans and specifications as aforesaid.

Any work which has been completed for ninety (90) days without a Certificate of Approval being issued, or without action of disapproval being taken by the filing of suit and the recording of notice thereof with the Essex South District Registry of Deeds, shall be deemed approved; and 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.

3. RESTRICTIONS

a. Single Family Dwelling House

No building or other structure of any kind shall be erected, placed or allowed to stand on the lots described above except one detached dwelling house designed and used as a residence for one family only and having a minimum living area (exclusive of breezeway, basement and garage) of 3,000 square feet, one

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DECLARATION OF RESTRICTIVE COVENANTS/Page 5

attached and/or detached garage adapted for the storage of not more than three automobiles (which must be constructed as an integral part of the dwelling house unless otherwise approved by the DEVELOPER), appurtenant outbuildings and such fences and other structures as shall from time to time be customarily used in connection with single family dwelling houses situated in similar neighborhoods in The Town of Boxford. Appurtenant outbuildings may include a greenhouse, tennis court, pool or similar structure, provided always that the plans for the erection and installation of any buildings or outbuilding shall, prior to the commencement of construction, be approved by the DEVELOPER or its successors or assigns, as hereinafter provided. All homes shall be custom built. No home shall be of "prefab" or modular construction and shall not contain vinyl or aluminum siding. Driveways shall be surfaced with hot-top, concrete, crushed stone or other commonly used surfacing material.

b. Clothelines and poles, outside television antennae and radio aerials shall be located on or near each residence in such a way that they are, as much as reasonably possible, invisible from the road frontage of that particular lot. Solar Collectors shall not be located within view of the frontage of that particular lot.

c. No wall, screen or fence erected at a boundary shall be constructed with a height of more than six (6) feet above the ground level of the adjoining property. Only post-and-rail

DECLARATION OF RESTRICTIVE COVENANTS/Page 6

style fences or stone/brick walls shall be allowed forward of the front line of the dwelling and shall not exceed three (3) feet in height.

d. No lot or building which may be erected thereon shall be used for any trade, business, profession, commercial activity or other occupation except as may be specifically provided for within the Town of Boxford zoning by-laws. The foregoing, however, shall not prevent an owner or a lessee from renting said property for residential purposes, in accordance with the other provisions of this Declaration. However, said lessee and/or tenant and their families shall be subject to all of the restrictions, easements and covenants set forth herein.

e. No poultry house or yard, rabbit hutch, dog, cat or other type of commercial kennel shall be erected or maintained on any lot nor shall pigs or other barnyard animals be stabled or maintained thereon. This restriction shall not apply to household pets or horses, reasonable in number.

f. No yard or open area on any lot shall be used for the storage or parking of trucks (larger than one ton), machinery, supplies, materials or equipment of any business conducted by any lot owner off the premises, or for parking or storage of boats, campers or trailers, or unregistered automobiles, or mobile homes, unless stored so as not to be visible from the Public Way or other lots.

g. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6" width and

