

Return Box 11
R. HANS ESQ

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

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Whereas, James H. Lyons, Trustee of the Dennysville-Lyons Realty Trust u/d/t dated June 4, 1998 and recorded with the Essex South District Registry of Deeds in Book 14872 Page 8, with a usual place of business at 261 Hyatt Avenue, Haverhill, MA, is the owner of certain tracts or parcels of land situated in Haverhill, County of Essex, Commonwealth of Massachusetts, shown as LOT 1 through LOT 33 inclusive on a Plan of land entitled "Definitive Subdivision Plan 'Lyons Farms' located in Haverhill, Mass., Applicant and Record Owner Dennysville-Lyons Realty Trust, 261 Hyatt Avenue, Haverhill, MA 01830" dated January 8, 2001 and revised April 19, 2001, recorded with the Essex South District Registry of Deeds in Plan Book 357 Plan 50, the following protective restrictions and covenants are hereby adopted and made applicable to said LOTS 1 through 33 inclusive, said restrictions and covenants being for the benefit of all owners of said Lots.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, not to exceed two and one-half stories in height, and a garage for not more than three cars. A single story dwelling shall consist of not less than 1800 square feet of living space exclusive of garage, basement, breeze way and open porches. A two-story dwelling shall consist of not less than 2,200 square feet of living space exclusive of garage, basement, breeze way and open porches. All houses are to have an attached garage or garages under allowing for a minimum of two cars.

2. **RIGHT OF APPROVAL.** No building or other structure shall be erected, placed, or altered on any lot nor sight preparation commenced on said lot until the construction plans and specifications, which shall include but not be limited to a list of materials and external colors to be used, and a plan showing the location of the structure, septic system, well and utilities has been submitted to and approved in writing by James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, or his designee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation. No dwelling shall be constructed on any lot which is in the nature of a log, split level, contemporary or modular type homes.

3. **LANDSCAPING.** All lots shall be graded, loomed and seeded within six months of construction completion.

4. **ZONING.** The dwelling to be erected on the premises shall be in accordance with the City of Haverhill Zoning Laws.

5. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. **TEMPORARY STRUCTURES.** No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

All construction of any building shall be fully completed within one year from commencement of construction. Commencement of construction being defined to mean the date upon which any site works, excavation, or preparation of the site for construction begins. All disturbed areas are to be raked and seeded and the exterior of the buildings painted and/or stained within this time period. The exterior of such structure shall be kept in a proper state of repair and maintenance. Notwithstanding the one-year provision set forth herein, this paragraph shall not apply to the interior of the dwelling so long as the interior is completed to the extent necessary to obtain an occupancy permit from the City of Haverhill. The exterior of such structure shall be kept in a proper state of repair and maintenance.

7. **LIVESTOCK.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

8. **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in an enclosed area.

9. **CLEARING OF TREES.** All stumps and trees which have been cut shall be completely removed from the lots and no stumps or tree limbs shall be buried on any lot.

10. **VEHICLES AND STRUCTURES.** No unregistered motor vehicles, boats, or trailers are to be stored outdoors on any lot. No above ground pools shall be erected on any lot. No in ground pools shall be placed on any lot except in the rear yard. No construction vehicles shall be stored in the rear yard. No construction vehicles shall be stored on any lot after construction is complete. No metal utility buildings or outside clotheslines shall be allowed on any lot.

11. **SIGHT OBSTRUCTIONS.** No fence, wall, hedge or planting except shade trees or single plants or bushes, shall be or allowed to become more than five (5) feet in height anywhere on the premises except where required by City ordinances. No solid fence, including but not limited to chainlink or stockade fences, shall be constructed past the front line of the house of any lot, or within three (3) feet of the side line of any lot, or within five (5) feet of the rear line of any lot.

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12. EASEMENTS. Easements if any, for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard flow of water through the drainage channels in the easements. The easement area of each lot and all improvements shall be maintained continuously by the lot owners through the Lyons Farms Association, with each lot owner being a member thereof, in accordance with the Declaration recorded herewith., except for those improvements for which a public authority or utility company is responsible. The City of Haverhill shall not be responsible for the maintenance of said utility and drainage easements.

13. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded. After the thirty-year period, the covenants can be extended for an additional twenty year period if an instrument signed by a majority of the owners of said lots agreeing to extend said covenants is recorded with the Essex South District Registry of Deeds before the expiration of the initial thirty year period. So long as James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, is the owner of record of one or more of said lots, these covenants and restrictions shall be enforceable only by said James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, and may be waived or released by an instrument in writing by said James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, which instrument shall be recorded with the applicable Registry of Deeds. From and after the date on which James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, ceases to own any of said lots of record, these covenants and restrictions shall be enforceable by the "Lyons Farm Association " established by the Declaration of Restrictions and Easements and Formation of Association recorded herewith.

Notwithstanding anything herein contained to the contrary, James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, reserves the right and power to record a special amendment to these covenants at any time and from time to time which amends these covenants to correct clerical or typographical errors in these covenants or any amendment thereto. Each deed, mortgage or other instrument effecting the lots in question and acceptance of such shall be deemed a consent to the reservation of this power by James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, to make, execute and record such special amendments. The right of James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, to act pursuant to the rights reserved and granted under this provision shall terminate such time as James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, no longer holds title to one of said lots.

14. ENFORCEMENT. Enforcement shall be proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event that an injunction is obtained, or damages recovered against an owner for violation of these covenants, said violating owner shall pay to the entity, person or persons instituting such action all costs of suit including but not limited to attorney's fees. These

Protective Covenants are imposed for the benefit of James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, and his successors and assigns to the property owned by James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, shown on said Plans referred to herein as LOTS 1 through 33 inclusive.


15. SEVERABILITY. Invalidation of any one of these covenants judgment or court shall not affect any of the other provisions which will remain in full force and effect.

16. DEEDS. Deeds of said lots shown on the above-referred-to plans shall have inserted therein the following language or language substantially similar thereto: "Said Lot is conveyed together with the benefit of and subject to the provisions of an instrument entitled "Declaration of Protective Covenants and Restrictions", dated June 17, 2002, and recorded in the Essex South District Registry of Deeds."


17. In addition to any other relief and/or damages which may be recovered against any owner for violation of said covenants, any owner (grantee) in violation of said covenants for a period of thirty (30) days shall pay a fine to James H. Lyons, Trustee of Dennysville-Lyons Realty Trust, or the Lyons Farms Association if the said James H. Lyons, Trustee as aforesaid, ceases to own any of said lots of record, demanding enforcement of said covenants, as set forth in Article 14 herein, in the amount of two hundred fifty (\$250.00) dollars per month beginning immediately at the end of said thirty (30) day violation period, until such covenants and restrictions are adhered to. Said fine will be payable immediately without the necessity of a formal demand.

I hereby certify that I have been duly authorized by all of the beneficiaries of said Trust to execute and record this Declaration, and that said Trust is in full force and effect and has not been amended or revoked.

Witness my hand and seal this 17th day of June, 2002.



James H. Lyons, Trustee of Dennysville-Lyons Realty Trust


witness

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

June 17, 2002

Then personally appeared the above named James H. Lyons, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,



Robert D. Harb -- Notary Public
My Commission Expires: 12/22/06

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