

Plymouth Registry District

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**DECLARATION OF  
PROTECTIVE COVENANTS and  
ESTABLISHMENT of CROSSROADS  
NEIGHBORHOOD ASSOCIATION**

Transaction: 14

Fee: 75.00

DECLARATION made this 21<sup>st</sup> day of July, 2006 by Kevin P. Sealund, Manager and Developer of PEMBROKE CROSSROADS LLC having a usual place of business at 794 Washington Street, Pembroke, MA 02359.

Affected Cert(s): 107385

Pages: 8

WITNESSETH:

WHEREAS, the said Kevin P. Sealund, Manager as aforesaid is the Developer of THE CROSSROADS situated in Pembroke, Plymouth County, Massachusetts, for owner's title see deed dated 6/7/05 and recorded 6/8/05 as Document no. 587542, affecting Certificate no. 107385, recorded in Book 536, Page 185 of the Land Court section of Plymouth County Registry of Deeds, hereinafter described and is desirous of creating an attractive residential community; encouraging harmonious and pleasing homes; assuring a high quality of community appearance; preserving and protecting the natural beauty of the land, conserving the trees, shrubbery and other natural features for the benefit of all property owners; preventing nuisances, to maintain the desired tone of the community, to subtly blend the environment and man-made structures together to result in an esthetically pleasing community, and to thereby secure for each site owner the full benefit and enjoyment of his home in the gratifying Crossroads atmosphere, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners; and

WHEREAS, the Developer desires to provide and insure the preservation of traditional values in said community and, to this end, desires to subject the real property described together with such additions as may hereinafter set forth, each of which is and are to be for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Developer declares that lots numbered 92, 94, 95, 96, 97, 99, 100, 101, 102, 103, 104, 107, 108, 109, 111, 112, 113, 114, 115, 116, 119, 120, 121, 122, 123, 125, 126, 127, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, and 140, all appearing on a plan entitled "PLAN OF LAND • VALLEY, FOREST, • PELHAM AND BIRCH STREETS • IN • PEMBROKE, MASSACHUSETTS • PLYMOUTH COUNTY", recorded in Land Court section of the Plymouth County Registry of Deeds as Plan No. 32145G and such additions thereto as may hereinafter be made is and shall be held, transferred, sold, conveyed, and occupied subject to and with the benefit of the covenants, restrictions, easements, charges, hereinafter set forth;

1. SUBDIVISION

No lot shall be further subdivided so as to create two or more building sites.

2. RESIDENTIAL USE

No building or other structure of any kind shall be erected, placed, moved or allowed to stand on said lots except one single family dwelling, one attached or detached

DOC #606825

garage for not more than three cars, suitable accessory non-residential structures such as boat houses, greenhouses, tool sheds, pools, tennis courts and fences and other structures as shall be from time to time customarily used in connection with single family houses situated in similar neighborhoods.

### 3. LOCATION of STRUCTURES

No building shall be erected or placed within forty (40) feet of the front (street) property line, nor within twenty (20) feet of any side property line nor twenty-five (25) feet of any rear property line.

### 4. USE of PREMISES

The premises shall not be used for business, professional or industrial purposes. No storage of materials or public display of goods for sale shall be made, nor shall any advertising display be permitted. In no event shall the premises be used for any purpose, which might be or become detrimental to the neighborhood as a desirable residential area.

### 5. BUILDING APPROVAL

No building, driveways, fences or other structures of any kind shall be placed, commenced, erected, maintained or moved nor shall any additions to or exterior change or exterior alteration be made including roof materials, colors and landscaping until all architectural, site and landscaping plans have been approved in writing by the Developers and or assignees. The Buyer shall submit said Architectural, Site and Landscaping plans to the Developer at least 10 days prior to closing. Once and if any revisions and comments have been addressed a copy of the final plans as approved will be kept on file with the Developers with a duplicate set for the Buyers construction prints. It is the intent of this provision to require that structures be in good taste, in harmony with the quality of nearby structures, and that they blend with the overall character of the Crossroads land. The Developer shall approve or disapprove said plans within ten (10) days of submission, and shall duly note directly on plan and duplicate plan of said approval. No construction included but not limited to cutting of trees and site work shall be commenced until said Certificate has been issued as herein provided. If the developer fails to act upon a plan submitted within ten (10) days it shall be deemed approved as required under this paragraph. After the expiration of one year from the completion of any building or other structure of any kind on the premises, it shall be conclusively presumed that said building or structure complies with the foregoing restrictions and no action can be brought to enforce same. Buyer shall be responsible to obtain the sewerage disposal permit from the Pembroke Board of Health and shall be shown on submitted plans.

### 6. ARCHITECTURAL DETAILS

Plans submitted for approval shall have sufficient detail to allow the Developer to determine all exterior architectural specifications and basic interior layouts. Including floor plans, elevations and all exterior trim details prepared by a licensed architect. Requirements as follows:

- (a). House sites and proposed grades shall be designed to create a sensitive and harmonious integration. Buyers shall be aware that the building sites along wetland areas may be subject to Conservation and/or DEP restrictions. Care shall be taken to minimize disturbed areas within the Riparian Zones. Roof drains and downspouts shall be routed into underground leaching pits where

applicable and/or required under DEP File No. SE56-756. Sighting of houses and garages must be approved by the Developers.

- (b). The predominant roof of the structure if gable style to have a minimum 8 over 12 pitch and if hip style to be minimum 6 over 12. Roofs are to be sheathed in "Architect" style roof shingles of a style and color to be approved by the Developer.
- (c). Corner boards, rakes and skirts shall be minimum 1" x 6" (nominal). All front elevation freeze boards to be 1" x 8 or 1 x 10". One water table board of 1"x 8" pine with 1"x 3" angle cut installed above shall be used on all front and side elevations.
- (d). All windows sizes and spacing to be approved by Developers and shall be true divided light or fitted with grills to resemble same on front and side elevations. Grills are required on any half round, custom shaped and transom window. If grills are used they must be installed at all times, and must match the color of the trim of the house...or be white.
- (e). Front entrance details shall be in keeping with traditional homes as to door type, sidelight style, pediment specifications and level of detail. Colonial style lights shall be installed as applicable on all exterior locations and shall require Developer's approval as to style and size.
- (f). Sidewall sheathing to be red cedar clapboard, white cedar shingle, vinyl clapboard, Hardi-Plank or similar materials. All exterior colors must be approved by the Developer. Vertical pine boards for sheathing will be allowed only to accent small sidewall areas. The type and style of bricks and/or stone if used are to be approved on all exterior elevations, walkways and appurtenances by the Developer.
- (g). On elevations visible from the street not more than one double incandescent floodlight is to be installed. Rear outdoor spotlights must also be incandescent and should be kept to a minimum. They shall sized and placed so as not to be a nuisance to abutting properties. Post light style and wattage shall require Developer's approval.
- (h). Buyer will install an asphalt driveway from the garage to the roadway, of a size and in a location to be approved by Developer.
- (i). Buyer will install a wooden mail box post to be 4" x 4", detail and color subject to Developer's approval.
- (j). No foundation tar shall be visible from street on any concrete foundation walls on all elevations.
- (k). Garage doors shall be textured panel, raised panel, simulated wood grain or approved similar style and must be shown on design plans.

#### 7. MINIMUM SQUARE FOOTAGE

No dwelling shall be erected that contains less than two thousand one hundred and sixty (2,160) square feet of living space exclusive of porches, breezeways or attached garages. Each dwelling shall have a garage which may be attached, unattached or under the first floor. Of the 2,160 square feet a minimum of 168 square feet must be in the form of an attached ell, or if no ell is constructed the garage must be attached to the dwelling, not under the first floor.

#### 8. SECURITY DEPOSIT

The Developers at the closing may require a deposit from the Buyers in the amount of two thousand (\$2,000.00) dollars, which will be held by the Developers in a non-interest bearing account. Said monies will be held until Buyer completes dwelling, landscaping and related obligations as set forth in the Architectural, Site and Landscape file plans, and as partial security for any damage to curbs, sidewalks, roadway and shoulders as applicable to Buyer's property or adjacent properties that the Buyer may have damaged. Buyer agrees to construct to Developer's reasonable satisfaction as stipulated herein. When construction is complete, including all landscaping, to the satisfactory of the Developer, the Developer shall refund said security deposit.

#### 9. LANDSCAPING

A landscaping plan (can be in conjunction with site plan) shall be submitted with the building plans for approval by Developers. It will show all plantings in plan view as well as a list designating size and species. All proposed fencing and driveway areas shall be so designated. Any disturbed areas to be treated with appropriate ground cover i.e. grass, mulch or planting bed. Existing trees shall be saved or moved by tree spade whenever possible. All roof drains shall be piped to leaching pits as required in SE56-756 Order of Conditions. Landscaping shall include as a minimum 10 shrubs not less than 2-1/2 gallon in size in front of each house foundation. Structures should fit the site and utilize existing topography, trees and sunlight to the best extent possible. The security deposit if required, as provided herein will not be released until the landscaping has been completed including but not limited to all lawn areas, shrubs, plantings and repair of any disturbed areas.

#### 10. INCOMPLETE DWELLINGS

The exterior of any building erected on any lot and the landscaping and grading in connection therewith shall be finished and completed within twelve (12) months after commencement. Completion is hereby deemed to include the surfacing of driveways with asphalt, all landscaping and any other incidental work on the exterior of the building and lot. No dwelling shall be occupied as a residence until it is completed, and no temporary building shall be so occupied on any lot.

#### 11. LOCATION UTILITIES

All house service cables and pipes for electricity, water, gas and telephones shall of be installed underground in areas selected to minimize disturbed ground cover.

#### 12. ROADS

Appurtenant to each lot shall be the right to use all roads, lanes and avenues located on the aforementioned plans of land.

### 13. TREES

No live trees of more than six (6) inches in diameter at a six (6) foot height shall be removed without the approval of the Developers, excepting as necessary for the immediately pending building construction. Any areas bereft of their natural growth during construction shall be covered with mulch, grass, plants and other ground cover of a type satisfactory to the Developers. Such ground cover shall be shown on landscaping plans as submitted. The Buyer as applicable shall maintain street trees installed along both sides of the roadway. Maintenance shall include feeding, trimming and replacing as necessary.

### 14. BOATS, etc.

No boats over 26 feet in length and no unregistered automobiles shall be placed or stored on or about any lot unless garaged and unexposed to public view, nor shall any boat or automobile parts be publicly displayed. No mobile homes, trailers, school buses or campers shall be permitted on or about any lot without written approval of the Developers. No commercial vehicles of over 5 tons gross vehicle weight shall be parked in the open.

### 15. ANIMALS

No animals of any kind may be kept or maintained excepting domestic household pets, unless with the written approval of the Developers and of abutting property owners. All domestic pets must be confined within the lot.

### 16. TRASH and LAUNDRY

Buyer shall at all times keep the premises in a clean condition, removing from the premises all debris and keeping the surface of the roadway free of stones, dirt, rubbish, nails and other offensive materials. Dumpsters are to be located behind the house foundation if possible, and to be removed within 48 hours once they have reached capacity. After construction is complete, as an ongoing condition, all garbage, trash and rubbish placed outdoors shall be kept in covered containers screened from public view. No garbage, trash or rubbish shall be burned on any lot, outside of the confines of any building. All exterior laundry drying facilities shall be screened from public view by suitable enclosures, screens or plantings.

### 17. REMOVAL of LOAM, SAND

No loam, sand or gravel, except that resulting from landscaping or from construction permitted under these restrictions shall be removed.

### 18. MAINTENANCE

Each Owner shall keep the exterior portion of his or her dwelling in a good state of repair and appearance and shall keep The Crossroads free and clear of rubbish, debris and other unsightly materials.

### 19. NUISANCE

Buyer agrees that Buyer and/or its employees shall not permit any machinery or power tools to be operated except between the hours of 7:00 am and 6:30 pm, Monday through Saturday during the construction period. No noxious, unlawful or offensive activity shall take place on any of the named lots in the Subdivision nor shall anything therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor

do or permit anything by such persons that will interfere with the peaceful possession and rights of other Owners.

#### 20. DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Kevin P. Sealund, Manager of PEMBROKE CROSSROADS LLC or the owner of any land subject to this Declaration, a respective legal representative, heirs, successors and assigns for a period of ten (10) years from the date this Declaration is recorded.

#### 21. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

#### 22. DEVELOPMENT

These restrictions shall not operate in any way nor shall they be interpreted to restrict Kevin P. Sealund, Manager of PEMBROKE CROSSROADS LLC or any person, firm or corporation acting on behalf of said Kevin P. Sealund, Manager of PEMBROKE CROSSROADS LLC in the development and sale of the lots contained in the plans above described, or in any enlargements to the parcel, inclusive of the right to erect signs and offices.

#### 23. ENFORCEMENT

The Developers may appoint or delegate an agent, agents, corporation or association to carry out any and all of the foregoing restrictions as to enforcement, approval, privileges, rights and other matters, said appointment to be in writing duly recorded in the Land Court section of the Registry of Deeds for Plymouth County. Pursuant to this paragraph the Developers hereby appoint Kevin P. Sealund, Manager of PEMBROKE CROSSROADS LLC, as agent hereof.

#### 24. WAIVERS

The Developers or their duly developers or their authorized delegate, as provided in the preceding paragraph, shall have the right to waive, alter or amend any of the foregoing restrictions in the event that it becomes necessary or equitable to do so, and the Developers or their delegate shall be the sole judge as to the properness of such waiver, alteration or amendment.

#### 25. WELLS

No lot shall have a well installed for irrigation or other purposes without the express written approval of the Developers.

PEMBROKE CROSSROADS LLC

*Kevin P. Sealund*

Kevin P. Sealund, Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

August 31, 2006

On this 31st day of August, 2006, before me, the undersigned notary public, personally appeared Kevin P. Sealund, Manager of Pembroke Crossroads LLC and proved to me through satisfactory evidence of identification, which were a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document are truthful and accurate to the best of his/her knowledge and belief.

*Linda S. Robbins*  
Notary Public Linda S. Robbins  
My commission expires: 10/19/12