

RESTRICTIVE COVENANTS
AND DECLARATION OF COMMON SCHEME RESTRICTIONS
FOR RYEBROOKE ESTATES-PHASE IV
MIDDLETON, MA

KNOW ALL MEN BY THESE PRESENTS, that RYEBROOKE, LLC, having its principal place of business at PMB 184, 733 Turnpike Street, North Andover, Massachusetts 01845 (hereinafter referred to as the DEVELOPER), and RICHARDSON'S FARMS, INC., having its principal place of business at 156 So. Main Street, Middleton, MA 01949 (hereinafter referred to as the CO-OWNER), do hereby impose the following restrictions on the land owned by them and located in Middleton, Essex County, Massachusetts, shown as Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and Parcels A and B on a plan entitled, "Definitive Subdivision Plan 'Ryebrooke Estates' Phase IV, located in Middleton, Mass. Record Owners: Ryebrooke Estates, LLC and Richardson's Farms, Inc., Applicant: Ryebrooke, LLC, 403 Sutton Street, North Andover, MA 01845 Prepared by Christiansen & Sergi, Professional Engineers Land Surveyors 160 Summer Street, Haverhill, MA 01830 Date: October 22, 2007, Revised 4/14/08, 7/14/08 and 9/15/08", which plan is recorded in Essex South District Registry of Deeds in Plan Book 418 as Plan 98, and to which plan referenced may be had for a more particular description of said Lots.

WHEREAS, DEVELOPER and CO-OWNER desire 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 and CO-OWNER declare for themselves and their 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 DEVELOPER, acting in its discretion individually but said restrictions and covenants shall expire thirty (30) years from the date of these presents.

I. 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 and CO-OWNER, 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, covenant and agree 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 and external decoration and improvements and location of proposed structure with respect to topography and finished grade elevation.

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 ninety (90) days, then the lot owner may record an Affidavit, sworn to under the pains and penalties or 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.

II. 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.

Upon completion of the work performed, the DEVELOPER shall issue a Certificate of Completion acknowledged for the purpose of recording, certifying that the work has been completed in conformity with the plans and specifications approved by the DEVELOPER. The issuance of said Certificate by the DEVELOPER shall be conclusive evidence that such work has been completed.

III. 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 basement and garage) of 2,600 square feet, two attached and/or detached garage adapted for the storage of not

more than three but not less than two 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 Middleton. Appurtenant outbuildings may include a greenhouse, tennis court, inground pool (above ground pools shall not be allowed) or similar structure, provided always that the plans for the erection and installation of any buildings or outbuildings shall, prior to the commencement of construction, be approved by the DEVELOPER or its successors or assigns, as hereinafter provided. No homes shall be of "prefab" or modular construction unless specifically approved by DEVELOPER. Utilities service connections to any building(s) erected on any lot, aforesaid, as shown on said plan, shall be constructed and maintained underground.

b. Outside television antennae or dishes not to exceed 24 inches in diameter 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 nor shall there be any clotheslines or poles.

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 fences or walls approved by the DEVELOPER shall be allowed forward of the front line of the dwelling.

d. No lot or building which may be erected thereon shall be used for any trade, business, professional, commercial activity or other occupation except as may be specifically provided for within the Town of Middleton zoning by-law regarding "professional activities." The foregoing, however, shall not prevent an owner of a residence from renting said property for residential use consistent 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, reasonable in number.

f. No yard or open area on any lot shall be used for the storage or parking of commercial vehicles, 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.

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 24" length in size denoting the owner's name(s) and/or profession, and one such sign indicating the property is for sale.

h. No temporary building, shed, trailer, vehicle or structure shall be erected or placed on a lot except during the active phase of constructing a residence. For purposes of interpreting this clause, the "active phase of construction" shall be limited to a period of twelve

(12) consecutive months from the day work is commenced in clearing for the foundation of the residence.

i. No earth, stone or gravel which is disturbed on the lot or site of the foundation shall be allowed to remain on the lot in an unsightly manner.

j. All oil, gas, or liquid fuel tanks shall be installed either underground or on a cement base and shall be shielded vertically on all sides so as not to be visible from either public or private ways or other lots.

k. All lawns or other suitably landscaped areas shall be regularly maintained in an attractive manner.

l. No gravel, loam, compost, leaves, fertilizers or other mineral waste product or commodity shall be maintained or stored within fifteen (15) feet of lot lines of adjoining property or of public or private ways.

m. No Off Highway Recreational Vehicles, as the term is commonly defined by the Massachusetts Registry of Motor Vehicles, shall be operated on any lot, public way, roadway or right of way within the subdivision.

n. All driveways shall be located at least ten (10) feet from electric and telephone services as required by the Town of Middleton.

o. In order to insure the architectural integrity throughout the Subdivision, there shall be no changes, additions or alterations to the exterior of the structure for a period of five (5) years from the date of issuance of the Certificate of Completion except with the written permission of the DEVELOPER.

IV. ENFORCEMENT OF COVENANTS

The DEVELOPER alone shall have the power to enforce the covenants herein contained as long as it owns any of the lots in the "Ryebrooke Estates Phase IV" Subdivision. After the DEVELOPER has divested itself of all lots, any of the lot owners shall have the power to enforce the covenants herein contained.

V. NO WAIVER

The failure by the DEVELOPER to enforce any restrictions, covenant or agreement herein contained shall in no way be deemed a waiver of its right to do so thereafter.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

VI. MODIFICATION OR TERMINATION OF RESTRICTIONS

The DEVELOPER reserves the right to modify, amend, change or terminate any or all of the restrictions and covenants as herein contained when, in its sole judgment, that course of action becomes necessary or advisable.

VII. EASEMENT TO ENTER UPON LOTS

The DEVELOPER, its agents, servants, employees, successors and assigns shall have the right and easement at any time, before or after conveyance of said lots, during working hours, to enter upon same for the purpose of constructing the streets and sidewalks, together with the right and easement to grade such lots in accordance with the requirements of the Town of Middleton and to plant trees on such lots as the DEVELOPER deems appropriate. All of the foregoing may be accomplished without being guilty of trespass or in any way answerable for damages. This right shall terminate upon acceptance by the Town of the streets shown on the Plan.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed, acknowledged, and delivered this _____ day of _____, 2009.

RYEBROOKE, LLC

Witness

By: _____
Richard F. Jones, Manager

Witness

By: _____
Elaine P. Zaloga, Manager

RICHARDSON'S FARMS, INC.

Witness

By: _____
David M. Daniels, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared Richard F. Jones and Elaine P. Zaloga, Managers, as aforesaid, and proved to me through satisfactory evidence of identification, which was Photographic

identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged the foregoing instrument to be the free act and deed of RYEBROOKE, LLC.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared David M. Daniels, President & Treasurer, as aforesaid, and proved to me through satisfactory evidence of identification, which was Photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged the foregoing instrument to be the free act and deed of RICHARDSON'S FARMS, INC.

Notary Public
My Commission Expires: