

47.5 – 57 KIMBALL ROAD SUBDIVISION RESTRICTIVE COVENANTS
AFFECTING
LOTS 1-8 INCLUSIVE AND PARCEL X OWNED BY YVON CORMIER CONSTRUCTION
CORP., LOCATED AT 47.5 – 57 KIMBALL ROAD, AMESBURY, MA

WHEREAS, YVON CORMIER CONSTRUCTION CORP., (hereinafter “Developer”) is the owner of land shown as Lots 1-8 inclusive and Parcel X as shown on a Plan of Land entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@ (hereinafter “Plan”); and

WHEREAS, Developer desires to impose the following conditions and restrictions to preserve the values, aesthetics and amenities of the lots, and in furtherance of this goal, the following conditions and restrictions are imposed for the benefit of all current and future owners (“Owners”) individually and collectively, of Lots 1-8 inclusive and Parcel X as shown on said Plan;

NOW THEREFORE, Developer declares for itself and its successors in title, that Lots 1-8 inclusive and Parcel X as shown on said Plan are and shall be held, transferred, sold, conveyed, inherited, assigned, released, and occupied subject to and with the benefit of the Covenants and Restrictions hereinafter set forth, which restrictions shall run with the land, but shall expire thirty years from the date of recording of this document. Said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by a majority of the then owners of the Lots 1-8 has been recorded, agreeing to change said covenants in whole or in part.

1. LAND USE AND BUILDING TYPE:

- A. No building shall be erected or maintained on any lot except a single family residence for dwelling purposes. A single family residence may include an in-law apartment if permitted by the City of Amesbury Zoning By-Law in effect during the term of these restrictions. No such residence shall be used in whole or in part for carrying on any trade, commerce or profession, but this restriction shall not prohibit a homeowner from maintaining a so-called “home occupation” provided that it is allowed under the Amesbury Zoning By-Law and any other legal

requirements, and that the home occupation (i) shall be incidental to the primary use of the home for normal residential purposes and will not detract from the residential character of the development; (ii) there shall be no signs associated with such "home occupation" activity; (iii) vehicular traffic and parking associated with the home occupation shall not be increased; and (iv) client traffic associated with said "home occupation" shall be minimal.

Notwithstanding the foregoing, Developer or its successors in title may maintain and conduct construction and/or marketing activities on the lots as long as Developer in its sole discretion shall deem necessary, provided Developer still owns any of the Lots 1-8, inclusive as shown on the plan.

- B. The residential structures shall have a minimum of @2,000 square feet of living area exclusive of the attic, basement or porches. Attached garages may be constructed as appurtenant to each residential structure, but no garage for more than two cars shall be constructed. No detached garages, barns or outbuildings shall be constructed on any lot. No accessory sheds or pool cabanas may be constructed on any lot. Gazebos may be constructed on any lot, not to exceed a height of ten (10) feet, provided they are located and maintained to the rear of the residence or shielded from view to the extent possible from abutting residences. Any approved gazebo shall be screened from adjacent lots by trees, shrubs or approved fences. No more than one approved gazebo shall be erected on any lot. The floor area of any approved gazebo shall not exceed sixty four (64) square feet.

2. SUBMISSION OF PLANS AND RIGHT OF APPROVAL

- A. The purpose of this section of the Restrictive Covenants is to insure that the property shall consist of attractive residences, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the site, and thereby to guarantee the aesthetics of the lots and residences thereon.

So long as Developer continues to own any of the Lots 1-8, inclusive shown on the Plan, no buildings or fences or other structures or any kind or additions thereto shall be erected, placed or allowed to stand upon the lots described in said Plan, until the size, elevations, layout, specifications, and locations thereof shall have been approved in writing, or this restriction shall have been waived with respect thereto or released in writing by said Developer.

Further, plans for landscaping any lot within the subdivision, including sizes of shrubs to be provided, shall be submitted to said Developer and shall be subject to approval as set forth above prior to undertaking any landscaping thereon, and in any instance in accordance with the provisions of any wetlands Orders of Conditions imposed on such lot, if any. Notwithstanding the foregoing, the size,

appearance and location of any building, structure, or addition thereto erected on said lots as well as any landscaping completed shall be conclusively presumed to have been approved as above required unless within three months after the completion and occupancy of any such building, structure, or addition, or completion of such landscaping, there shall be pending in the Superior Court of Essex County or in the Land Court proceedings to enforce this restriction and a notice thereof recorded in the Essex South Registry of Deeds. A recorded certificate or statement of approval contained in a deed of the Developer that the written approval as required herein has been given shall be conclusive proof of such approval.

Such approval shall not be unreasonably withheld by Developer. In case of disapproval, the Developer shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans, landscaping or specifications which the Developer will approve for the subject property. Failure of the Developer to give either written approval or written disapproval of a submitted plan within thirty (30) days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the provisions of these restrictions in regard to the submitted plan.

No split entry, contemporary style, mobile or modular homes shall be allowed.

Siding shall be of wood, brick, stucco, stone or combinations thereof. Vinyl siding may also be permitted provided it is of a high quality, seamless type. In the case of wood and vinyl, colors shall be of an earth or natural tone approved by Developer in writing.

No residence shall have poured concrete stairs.

3. MISCELLANEOUS:

- A. No chain link fences shall be permitted on any lot. No fence exceeding six feet in height shall be permitted on any lot, nor shall be placed within three feet of any lot line. No fences shall be erected along any boundary line so as to have the effect of creating a fence line between lots.
- B. No farm animals, including without limitation, horses, sheep, pigs, cows, or fowl shall be maintained on any lot. No poultry house, dog or cat kennel shall be erected on any lot. (This restriction shall not apply to domesticated household pets, reasonable in number). Any household pets shall not be bred or maintained for the purposes of resale.

- C. No clothes lines shall be maintained on any lot.
- D. No dumpsters shall be maintained on any lot.
- E. No outside television antennas, radio aerials, satellite dishes over eighteen inches in diameter or receivers shall be maintained on any lot.
- F. No sign or advertising material shall be displayed on any lot, save for the purpose or subsequent resale of the lot or residence thereon. Any such sign shall be expressly approved as to its size, appearance and location by the Developer or Trust in its sole discretion.
- G. Underground swimming pools may be permitted on any lot, provided that the same shall be designed, located, and constructed so as to be compatible with the neighborhood. Any such pool shall be of high quality and design. No above ground pools shall be permitted on any lot.

Any pools shall be located in the rear yard of any lot, and in such a manner so as to preserve the views of others.

Any pools shall be properly screened from neighbors and the public view, to the extent possible, and no pool shall be placed nearer to a side lot line or to the rear lot line than the minimum setback lines imposed by the Merrimac Zoning Bylaw in effect from time to time.

The installation of any pools shall be completed in an expedited period and in no event shall exceed a period of ninety (90) days.

Within thirty (30) days of the completion of the installation of any pool, a pool owner shall landscape all yards and other areas disturbed during the installation of said pool in an aesthetically pleasing manner, giving due regard for abutting properties.

- H. There shall be no underground tanks for the storage of fuel or oil maintained on any lot, nor shall any fuel storage tanks be located outside residences.
- I. No trailer campers, mobile homes, boats, or other recreational vehicles of any kind, nor non-operative or unregistered automobiles, nor commercial trucks in excess of 10,000 gross vehicle weight, machinery, supplies, materials, nor equipment of any kind shall be stored outside of a garage on any lot unless approved by Developer, which approval may be conditional, and the Developer may limit the location and duration for storage of such items.

- J. Any utility service connection to any buildings erected on any lot shall be constructed and maintained underground.
- K. These restrictions may be amended at any time by unanimous vote of the then Lot owners.
- L. Jungle Gyms or swing sets may be permitted on any lot, provided they are constructed of wood and located on the Lot so as to be screened from adjacent lots (to the extent possible) by trees, shrubs, or approved fences.

4. ENFORCEMENT

As long as Developer retains legal title to any of the Lots 1-8 as shown on the Plan, Developer alone shall have the power to enforce the covenants herein contained. After all of the Lots 1-8 have been conveyed by Developer, then any lot owner may enforce the restrictions set forth herein.

Enforcement shall be proceeding at law or in equity against any persons violating or attempting to violate any restriction either to restrain violation or to recover damages.

5. NO WAIVER

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

6. AMENDMENT:

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 reasonable judgment that course of action becomes necessary or advisable, without the consent of any Lot owner, subject only to approval by the Amesbury Zoning Board of Appeals to the extent it has jurisdiction thereover, until the Developer no longer owns any Lot.

Thereafter, any modifications, amendments, changes or terminations must be approved in writing unanimously by all of the Lot Owners, and any such modifications, amendments, charges or terminations shall be recorded in the Essex South Registry of Deeds.

7. INVALIDATION:

Invalidation of any 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.

Executed under seal this day of , 2015.

Yvon Cormier Construction Corp.

By: Yvon Cormier
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this day of , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

Notary Public –
My Commission Expires: