

## **DECLARATION OF RESTRICTIVE COVENANT**

**WOODLARK DEVELOPMENT CORP.**, a Massachusetts business corporation having an address of P. O. Box 2532, Attleboro Falls, Massachusetts (hereinafter referred to as the “Developer”), being the record owner of the residential subdivision known as COOPER FARM ESTATES located in Attleboro, Bristol County, Massachusetts (hereinafter referred to as the “subdivision”) which said subdivision is shown on that plan of land entitled “**DEFINITIVE SUBDIVISION OF LAND – COOPER FARM – OFF PLEASANT STREET ATTLEBOROUGH, MA ASSESSORS MAP 124 LOTS 2 - 6 & 9 MAP 195 LOTS 1 & 8**” prepared by Farland Corp. consisting of 10 sheets recorded at the Bristol County Northern District Registry of Deeds in Plan Book 517, Page 2 through 11, inclusive, (hereinafter called the “plan”) as said plan may be amended from time to time in the future does hereby make and establish the following declarations as to limitations, protections, conditions, changes, covenants, restrictions and uses to which the lots or tracts constituting such subdivision may be put, and specifies that such declarations shall constitute covenants to run with the land as described in EXHIBIT A attached hereto, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this Declaration of Restrictive Covenants being designed to maintain and preserve the architectural and overall aesthetic character and quality of the subdivision in order to protect the value of those lots and the homes which are built thereon, from substandard home design, size and quality of the construction and landscaping thereon and for the purpose of keeping the subdivision desirable, uniform, and suitable in building design and use as specified herein:

### **SECTION ONE RESTRICTIONS IMPOSED**

1. The exterior of any building and improvement erected and the landscaping and grading in connection therewith shall be in full compliance with SECTION FOUR of this Declaration.
2. Any truck or commercial vehicle owned, leased or borrowed by any owner of a lot shown on said plan or by any person residing on a lot shown on said plan shall NOT be parked overnight on any lot shown on said plan, except within a garage, nor shall any such vehicle be parked overnight on any street or way shown on said plan. Pickup trucks and vans under 9,000 pounds Gross Vehicle Weight, whether used for commercial or private purposes, are allowed. No unregistered vehicle or vehicles under repair shall be kept on any lot except for those vehicles, which are kept or maintained in the garage.
3. No sign shall be placed upon the lot or in or on the dwelling house or any other building on the lot if the sign can be viewed or observed from outside the dwelling house or building. This restriction shall NOT include the so-called ‘For

Sale” signs placed by the owner or any other person. It also does not apply to any sign erected by the Developer at any entrance to the subdivision.

4. Clotheslines are prohibited. Rubbish or waste may not be placed or maintained on any lot in such a manner as to be detrimental to the view, enjoyment and property value of the adjoining property. At all times during construction of any building or structure upon any lot, the owner and/or contractor shall maintain the premises in safe condition and remove all trash.
5. Usual household pets shall not be of such number as to be unreasonably noisy or offensive to any adjacent lot owner. Prohibited are animals, livestock or poultry of any kind and a “kennel” as defined in Massachusetts General Laws, Chapter 140, Section 136A, as well as any structure or facility to be used in connection therewith. All pets shall be maintained on the pet owner’s property, by means of an underground fence type containing device which is electronic in nature or such similar device thereto.
6. The use of motorcycles, motorbikes, mini-bikes, trail bikes, snowmobiles or similar vehicles is not permitted except for ingress to and egress from the subdivision.
7. That portion of the land between the front property line of a lot and the edge of the traveled way shall be kept clear of debris by the owner or owners of such lot.
8. No sound or public address systems shall be used which may be unduly disturbing to other property owners.
9. No business activity or commercial pursuit of whatsoever kind or nature, including professional pursuits as may be permitted under the City of Attleboro Zoning Ordinance with a home occupation permit, shall be routinely carried on or conducted upon any lot or parcel of land shown on said plan, nor shall any business sign be displayed upon the lot or any dwelling or structure thereon. Nor shall any so-called “professional shingle” be displayed upon any lot or dwelling or structure thereon. This restriction shall not apply to any sign erected by the Developer at any entrance of the subdivision.
10. No boat, with or without boat trailer, or so-called “camp trailers” may be stored upon any lot on said plan except within the garage.
11. No house trailer, camper, or motor home shall be placed, erected, located, stored or allowed to stand, temporarily or otherwise, upon any lot within the subdivision, and are hereby prohibited whether placed on a foundation or on wheels, regardless of its being occupied or vacant.

12. No lot shall be used for any purpose injurious to the health, safety, morals or welfare of the community or be offensive in a residential neighborhood or harmful to property therein.
13. No dwelling or structure or facility of any kind shall be erected, constructed, placed, located, altered or maintained upon any lot described in EXHIBIT A except as set forth hereinafter in SECTION FOUR.
14. There shall be no storage sheds within ten (10) feet of adjacent property lines.

**SECTION TWO  
TEMPORARY SUSPENSION OF RIGHTS FOR THE ENFORCEMENT  
OF DECLARATION OF RESTRICTIVE COVENANTS**

Until all the land of the Developer shown on said plan is sold or transferred, or earlier at the sole discretion of the Developer, only the Developer or its designee shall enforce or amend these restrictive covenants. After all such property and rights have been sold or transferred by the Developer or its successor in interest, the owners of Benefited Parcels, as hereinafter defined in SECTION FIVE, may enforce these restrictions at law or in equity in any court of competent jurisdiction.

**SECTION THREE  
THE BUILDING REVIEW COMMITTEE**

The Building Review Committee shall be the Developer or an agent designated by the Developer, who shall serve as said Committee until all the property and rights set forth in SECTION TWO above have been sold or transferred by the Developer.

Any member or properly designated agent of said Committee may, at any time after reasonable notice as defined below, enter, inspect and report upon any lot or structure thereon as to compliance with the restrictions imposed hereunder and said committee or any properly designated agent or member thereof shall not thereby be guilty of any manner of trespass or other violation for such entry or inspection.

**SECTION FOUR  
APPROVAL OF BUILDING PLANS AND SPECIFICATIONS**

No structure or building, whether residence, appurtenant building, tennis court, fence, wall, swimming pool or other structure or improvement shall be constructed, planned, erected, placed or maintained on any lot, and no excavation or removal of any earth from any lot shall be commenced, and no alteration to the exterior of a structure or addition thereto shall be commenced unless complete plans, specifications and lot plans therefore, showing the design, nature, kind, shape, placement, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of the driveways, the general plan of landscaping, fencing, walls, and windbreaks, the approximate cost of such structure, and the proposed grading plan shall

have been submitted in written and /or graphic form to and approved, in writing, by the Building Review Committee, and until a copy of such plans, specifications and lot plans, as finally approved, is permanently filed with said Committee.

1. Any house must be detached and no more than two and one-half stories in height and intended and designed for use by one family. No modular or log cabin type homes shall be built, placed, erected or assembled on any lot.
2. Each home shall have a minimum gross living area of not less than 1,800 square feet excluding therefrom the square footage of any garage, basement, unheated porch, deck and attic storage space.
3. Each such home shall have a garage with a capacity of not less than two (2) nor more than three (3) cars on one level. Garage doors shall not be more than Nine (9) feet in height. Such garage may be a separate structure, which is attached or detached to the home, or it may be made an integral part of the home.
4. All homes shall be designed and constructed using one or another, or a combination of the following:

A. Exterior Surfaces: Homes and associated structures may be built using cedar clapboards, cedar shingles, stone, brick and premium vinyl siding. Specifically not permitted are aluminum siding, cinder block texture T- I I I Plywood, aspenite or wafer board sheathing and Stucco.

Only brick or stone on front stairs is allowed, unless for purpose of a porch which consists of a covered roof, then wood steps are allowed. There shall be no pressure treated or rough framing lumber exposed to site in any way, shape or form. All wood porches shall be trimmed professionally and shall be constructed in sequence with home.

B. Roofing Material and Roof Pitch Design : “Architect Grade” textured asphalt or fiberglass shingles, cedar-roofing shakes or high grade simulated wood roofing. All roofing material shall be color coordinated with the colors of the siding and trim used. Homes shall be designed with roof pitches in the range of ten (10) to sixteen (16). Permitted exceptions would be porch or verandah roofs and shed dormer roofs.

5. All lots shall be fully landscaped within one growing season of the date that the construction of the home is completed on the lot. The landscape design and plantings for each home shall be in scale with the home. Sod shall be used in the front yard, unless seeding is done between May 15<sup>th</sup> and October 15<sup>th</sup>. An underground sprinkler system shall be installed in the front yard. No bare or barren areas are to be left unlandscaped on any lot.

- A. Each owner/builder shall be directly responsible for the protections, repair, or replacement of any and all granite curbing, asphalt berm, water and gas service, gate boxes, electric structures, boundary stones, right of way plantings, sidewalks and street pavement within the subdivision, which are damaged as the result of construction activity. Such repair or replacement shall be complete enough to avoid the look of being patched or minimally repaired. Repairs shall be made as quickly after the damage occurs as is practical, but in no event shall the repair be made later than thirty (30) days after construction on the lot is completed.
6. Any and all roof mounted or free standing receiving or transmitting towers, aerials, satellite dishes over 24", and wind mills are prohibited and shall not be installed on any lot or home thereon. Satellite dishes and air conditioning condensers shall not be located in the front of any home. Condensers shall be screened by landscaping.
  7. Subdued earth tones shall be used on both the siding and trim, except that siding trim may be used. The siding trim and architect shingle colors shall be coordinated with one another. Change of home colors shall be reviewed and approved by the Developer or the Building Review Committee.
  8. Only those auxiliary structures hereinafter enumerated shall be allowed. Permitted auxiliary structures shall include an in-ground swimming pool, a pool house, tennis and/or basketball courts, and/or not more than one additional out building such as a tool/storage shed. The design, materials used and colors of any auxiliary building (s) shall be consistent with, in harmony with, or similar composition and built with similar material as the primary residence on that lot.
  9. All driveways in the subdivision shall be constructed of asphalt, reinforced cement concrete or stamped concrete from the edge of the paved roadway for a minimum distance of thirty (30) feet or to such a point where the driveway pitches or slopes away from the roadway, whichever is greater.

The Developer shall in its sole discretion, have the right to refuse to approve any such plans, specifications, grading or landscaping, which is not suitable or desirable in its opinion, for aesthetic or other reasons consistent with this Declaration.

The Building Review Committee shall, upon approval of such plans and specifications, issue a certificate signed by one or more of its members, in recordable form, certifying that the plans and specifications required by SECTION FOUR have been submitted to said Committee and have been approved. Nothing herein shall require the lot owner to record such instruments but they may be recorded at the lot owner's expense. Failure to approve plans, specifications or location within thirty (30) days after the date of submittal for the purposes of approval shall constitute conclusive evidence of approval.

In addition thereto, no approval hereunder granted by the Developer shall create or be deemed to create any liability upon the said Developer, as to the party granted the said approval or to any third party, including other lot owners or the officials, boards or agencies of the City of Attleboro.

Notwithstanding the foregoing, if no notice of suit to enforce these restrictions is recorded in the Bristol County Northern District Registry of Deeds, indexed in the Grantor Index under the name of the Lot Owners(s), within twelve (12) months after completion of any building, structure, tennis court, swimming pool or other improvements, alterations, additions or landscaping on any lot, the same shall be conclusively deemed to have complied with these restrictions. If the completion of any such improvement is evidenced by a Certificate of Occupancy issued by the Attleboro Building Inspector, the date of the issuance of such Certificate shall be conclusive evidence of such date of completion.

## **SECTION FIVE GENERAL PROVISIONS**

1. **DURATION**: The covenants and restrictions of this Declaration shall be enforceable by the Developer or the owner of any Benefited Parcel and their successors in record title, for a term of thirty (30) years from the date this Declaration of Restrictive Covenants is recorded, after which time said covenants and restrictions may be extended in accordance with Massachusetts General Laws Chapter 184, Section 27, (as amended), if the then existing lot owners so decide.
2. **NOTICES**: Any notice required to be sent to any Lot Owner under the provisions of this Declaration of Restrictive Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Lot Owner on the records of the City of Attleboro Assessors at the time of such mailing. The address of Woodlark Development Corp. is P. O. Box 2532, Attleboro Falls, MA 02763.
3. **CONFLICT**: In the case of conflict between these restrictions and any applicable code, by-law, rule or regulation of the City of Attleboro, or the laws of the Commonwealth of Massachusetts, the more stringent restrictions shall apply.
4. **INVALIDITY**: If any easement, covenant, restriction, agreement or charge herein contained should be held invalid by any court, such invalidity shall in no way serve to affect or invalidate any other easement, covenant, restriction, agreement or charge herein contained, which shall remain in full force and effect. If any restriction or provision herein stated or the application to any person or circumstance shall be held invalid, the validity of the remainder of the restrictions herein stated and their applicability to other persons or circumstances shall not be affected thereby.

5. DEFINITIONS: Whenever the term “Developer” is used in the Declaration of Restrictive Covenants it shall include, unless the context otherwise requires, any successor in title to the Developer who is designated as a successor Developer in a written instrument recorded with the Bristol County Northern District Registry of Deeds by the person then appearing of record as the Developer.
6. A lot, tract or parcel of land shown on said plan which is hereafter conveyed subject to this Declaration of Restrictive Covenants shall be and become a “subject parcel”, and in respect to any Subject Parcel, all other lots, tracts or parcels shown on said plan shall be and become “Benefited Parcels”.
7. Any lot owner, including his/her agent, employee or any subcontractor thereof who violates the foregoing covenants shall be deemed to make the owner thereof responsible and liable for any and all costs and damages, including attorneys’ fees and costs, which are or may hereafter be incurred to return or compel the return of the premises to the status of compliance with these covenants and restrictions.
8. AMENDMENT: The provisions of this Declaration of Restrictive Covenants may be amended, altered or revoked by the Developer or its successor in interest until all of said property described in EXHIBIT A has been sold or transferred and thereafter by a two-thirds majority of the owners of the Benefited Parcels (exclusive of any mortgagees of record). Such amendment shall not be effective until a Certificate has been recorded with the Bristol County Northern District Registry of Deeds, setting forth the Amendment and the facts relating to its adoption.
9. There shall be no above-ground pools allowed.
10. No fences shall be allowed except around swimming pools in accordance with applicable laws and codes. The fence shall not exceed four (4) feet in height and shall not be chain link style or wood picket . Fences shall be vinyl or rod iron type. Also see Section Four.

## **SECTION SIX RESERVED RIGHT TO GRANT EASEMENTS**

The Developer reserves the right to install and maintain all public utilities in, over, under, along and upon the streets, roads and ways as shown on the plan for the subdivision, reserving also to the Developer the right to grant easements to public service corporations for the installation and maintenance of such public utilities in, under and upon said streets, roads, and ways, and anchors and guys to support the lines in said streets, roads and ways and on land adjacent thereto; reserving also to the Developer the right to grant easements to public service corporations for the installation and maintenance of necessary equipment in, under and upon strips of land ten (10) feet wide or more, abutting said streets, roads and ways on the plan; reserving also to the Developer, the title to all public utilities on said premises, streets, roads and ways, except underground

service cable. Public utilities shall include but not be limited to, cable, television and the like.

**SECTION SEVEN  
RESERVATION OF FEE IN PRIVATE ROADS, STREETS OR WAYS**

The Developer reserves the fee in the streets, roads and ways as shown on the plan for this subdivision, whether or not the deeds conveying the record title to any of the lots reflect that the fee in said roads, streets or ways is reserved, which deeds, by reference to the plan and the plan, without more, shall convey a right to use in common with others entitled thereto, such of said roads, streets or ways as to give most direct access to a public way, but no right to park on said roads, streets or ways is granted hereby. However, the Developer reserves to itself, its successors and assigns, the right to change the locations, boundaries, courses and other features of any way shown on the plan for the subdivision, discontinue or abandon any such ways so long the exercise of such right does not deny any lot owner means of access to a public way, subject to compliance with requisite statutory provisions. The Developer also reserves the right to grant similar rights of way over the roads, streets or ways shown on the plan for the subdivision to others and for future land acquired by Developer.

The Developer further reserves the right to petition the City of Attleboro, Massachusetts for acceptance of any and all of the private roads, streets and ways in this subdivision as public ways and upon acceptance by said City, the Developer shall convey all its right, title and interest (including all reserved rights hereunder) in the private roads, streets and ways being accepted to the said City.

**IN WITNESS WHEREOF** the said **WOODLARK DEVELOPMENT CORP.** has caused these presents to be signed, acknowledged and delivered as a sealed instrument by its President and Treasurer, Timothy J. Caponigro on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WOODLARK DEVELOPMENT CORP.**

By:

\_\_\_\_\_  
Timothy J. Caponigro – President and Treasurer

COMMONWEALTH OF MASSACHUSETTS



BRISTOL, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared **Timothy J. Caponigro as President and Treasurer of Woodlark Development Corp.** and proved to me through satisfactory evidence of identification, which was 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.

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**DAVID C. MANOOGIAN – Notary Public**

My commission expires 10/22/2021.

**EXHIBIT A**

The land together with the buildings and improvements thereon located in Attleboro, Bristol County, Massachusetts more particularly described as follows:

Lots 1 through 40 as shown on that plan of land entitled “**DEFINITIVE SUBDIVISION OF LAND – COOPER FRAM – OFF PLEASANT STREET ATTLEBOROUGH, MA ASSESSORS MAP 124, LOTS 2-6, & 9 MAP 195 LOTS 1& 8**” prepared by Farland Corp. consisting of 10 sheets and recorded at the Bristol County Northern District Registry of Deeds in Plan Book 517, Pages 2 through 11 to which reference is hereby made for a more particular description of each of the aforesaid lots.

For Developer’s title see deeds recorded at the Bristol County Northern District Registry of Deeds in Book 23736 Page 275, Book 23736 Page 278, and in Book 23736 Page 280.