

RESTRICTIONS AND COVENANTS

WHEREAS, RICHARD W. LEYDON and ROBERTA F. LEYDON, TRUSTEES of the R.W. LEYDON TRUST, under a Declaration of Trust dated May 4, 1970, and recorded in Book 1471, Page 510, are the owners in fee of land in Sandwich, Barnstable County, Massachusetts, shown on a plan entitled: "Subdivision Plan of Land in East Sandwich, Mass. for R.W. Leydon Trust Scale 1" = 60' December 1971 Barnstable Survey Consultants, Inc. West Yarmouth, Mass.," which said plan is duly recorded in Barnstable County Registry of Deeds in Plan Book 253, Page 37.

WHEREAS it is the intention of Richard W. Leydon and Roberta F. Leydon, Trustees as aforesaid, to create an area designated on said plan as above noted in Sandwich as a desirable residential community in a natural wooded setting and to preserve the recreational and conservation facilities of the area for the lots within the subdivision.

NOW THEREFORE, to protect and preserve the natural beauty and scenic view and to create a desirable residential community and to appreciate the value of all the lots on said plan for the mutual enjoyment and privacy of all those lots presently owned and to be conveyed to future lot owners, we, the said Richard W. Leydon and Roberta F. Leydon, Trustees as aforesaid, do voluntarily impose the following restrictions, conditions and covenants to be applicable to all building lots shown on said plan as recorded in Plan Book 253, Page 37, shown thereon as LOTS 1 to 40 inclusive, which said restrictions, conditions and covenants shall run with the land and be binding on all the parties having or hereafter having a right, title or interest in said premises.

1. No lot shall be further subdivided; and two or more lots used in combination as a building site shall be deemed as one for the purpose of determining the number of buildings to be erected thereon.

2. No building or structure of any kind shall be constructed, exteriorly altered or placed upon the premises until the architectural and site plans therefor, including the specifications for the exterior color scheme, have been approved by the Grantors, their successors or assigns, said approval to be given in writing suitable for recording in the Registry of Deeds. Disapproval of such plans may be based upon any grounds, including purely esthetic grounds, and the fact that the dimensions of the building would unreasonably obstruct the view of the other lots in this subdivision; and shall be solely within the discretion of the Grantors; however, no approval will be unreasonably withheld. All architectural approvals shall require the use of wood roof shingles or architectural grade asphalt or fiberglass roofing shingles such as Timberline series by GAF, Architect 90 by Bird, Landmark XL by CertainTeed of approved equal. All roofing shingles must be approved by the Board of Directors or the Architectural Review Committee. The approving group shall determine that the color selected for the shingles shall be compatible with the colors selected for the house and with other houses in the neighborhood.

3. Only one single-family dwelling not more than two stories high with garage (for use in connection with the dwelling) designed to accommodate not more than three motor

vehicles shall be constructed or maintained thereon. The ground floor area of said dwelling shall contain total living area of not less than 750 square feet exclusive of garage, breezeway, porch, terrace, deck and the like. All buildings shall be erected on continuous poured concrete or cement block foundation. No open side or open end carport shall be permitted. All dwellings shall have a garage whether attached to or separate from the same in accordance with the foregoing.

4. The exterior of any building erected on any lot and the landscaping and grading in connection therewith shall be finished and completed within six (6) months after commencement of construction.

5. No live trees exceeding four inches in diameter at a point two feet above ground level shall be disturbed in their natural growth or removed from the premises, except as may be necessary for building construction, site development or grading, until consent shall have been first obtained in writing from the Grantors, except as hereinafter provided.

6. No fences, hedges, walls, foliage screen, or the like, which shall obstruct the view, shall exceed in height three and one-half feet above the ground, at any distance greater than fifteen feet from any building, and shall not be used anywhere on the premises without prior approval by the Grantors.

7. Clothes lines or drying yards shall be enclosed and shall be located at a distance no greater than fifteen feet from any building; and all exterior garbage and rubbish disposal facilities shall be either underground or suitably covered and enclosed. Satellite dishes & solar panels must not be visible from the street. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on the premises, and if, after proper notice, such condition is not corrected, the Grantors shall have the right to enter upon the premises and make such correction at the expense of the owner.

8. There shall be no parking, storage or use of house trailers, portable houses, recreational vehicles, tents or other temporary shelter. No boats over 25 feet in length and no unregistered vehicles or boats shall be kept or stored in the open on any lot, and no more than one commercial vehicles of any kind shall be parked in the open overnight.

9. No business, trade or calling shall be conducted on any lot other than the practice of a profession, and then only within the dwelling house thereon. No separate professional or office building shall be permitted. No so-called clubs or social organizations shall occupy the premises. All persons having an interest in the premises waive any objections to the temporary use of any lot within the subdivision as an office of the Grantors.

10. No sewerage disposal shall be made on the granted premises except by septic tank, cesspool or other method approved by the Board of Health of the Town of Sandwich.

11. The Grantors may delegate or assign any and all of their rights, powers and obligations under these restrictions to any corporation, association or agent which said Grantors

shall deem to be best suitable to perpetuate the intent of these restrictions, said assignment to be in writing, duly recorded in the Registry of Deeds for Barnstable County.

12. The Grantors or their fully authorized agent, 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 Grantors, or their agent, shall be the sole judge as to the desirability or necessity of such waiver, alteration or amendment.

13. These general restrictions and conditions as set forth hereunder are supplemental and complementary to the zoning requirements of the Town of Sandwich and to those of the Old King's Highway Historic District Commission; provided, however, that no variance by the Town of Sandwich or by the Old King's Highway Historic District Commission shall in any way be construed to reduce the restriction requirements as are set forth herein.

14. In the event of a violation or breach of any of these restrictions, the Grantors, their successors or assigns, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions herein contained shall not in any way affect any of the other restrictions which shall remain in full force and effect.

15. The Grantees hereby covenant and agree for themselves, their heirs and assigns, to annually pay to the Grantors, or to any persons or legal entity designated by the Grantor in writing recorded at the Barnstable Registry of Deeds, a proportion of the actual annual costs of the maintenance, repair, taxes, improvements or assessments on any of the ways and of recreation and conservation areas or improvements made thereon, all as shown on the aforementioned plan of land. The actual costs enumerated above shall be divided by the number of lots as shown on said plan and each lot owner pay to the Grantors as aforesaid that proportionate share on or before April 1st of the calendar year due.

16. The owners of each lot, by the acceptance of a deed or conveyance of said lot, covenant and agree that the foregoing restrictions shall be covenants running with the land and shall be binding upon all succeeding owners of the same.

For Grantors' title, see deed of Robert L. Armstrong et al to us dated January 28, 1972 and duly recorded in Book 1597, Page 067, at the Barnstable Registry of Deeds; and deed of Richard W. Leydon et ux to us dated September 17, 1971 and duly recorded in Book 1530, Page 198, with Barnstable Registry of Deeds, and also deed duly recorded in Book 1515, Page 381, of Arvo Syrjala et al.

WITNESS our hands and seals this 11th day April 1972.

Richard W. Leydon

Roberta F. Leydon
TRUSTEES of the R.W. LEYDON TRUST

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. : , 1972
:
:
:
:

Then personally appeared before me RICHARD W. LEYDON and ROBERTA F. LEYDON, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed.

Notary Public

My commission expires: