

**DECLARATION OF PROTECTIVE COVENANTS  
RESTRICTIONS AND EASEMENTS AT HOLLAND WOODS**

I, **H. CHARLES TAPALIAN**, owner of that certain tract or parcel of land, situated in the Town of Seekonk, County of Bristol, Commonwealth of Massachusetts, laid out and delineated as Lots one (1) through twenty (20) and Lots A through E inclusive, on that certain plat entitled "DEFINITIVE SUBDIVISION, HOLLAND WOODS, BELONGING TO H. CHARLES TAPALIAN, BY CAPUTO AND WICK LTD., NOVEMBER 20, 2003, REVISED: JANUARY 26, 2007" and recorded in the Bristol County Northern District Registry of Deeds in Plan Book 458 at Page 30 and proposed Patricia Drive and Lindsey Court on said plat, in order to provide for and insure the orderly development of said tract or parcel of land and said plat as an attractive community of dwellings, does hereby for himself and his successors and assigns impose the following protective covenants, restrictions, setback lines, drainage easements, utility easements, fire tank easements and easements for right-of-way upon said tract or parcel of land, upon said plat and upon each and every lot delineated thereon, except as they may be further limited in scope as hereinafter set forth, and which shall be binding upon said **H. CHARLES TAPALIAN**, and his successors and assigns, and all persons claiming by, through or under it, and upon all owners of any lot on said plat, and the heirs and assigns of any such owner:

1. No structure shall be erected on any lot on said plat, other than one (1) single-family dwelling with an attached or detached garage of similar design to be used in connection therewith containing not less than two (2) bays but not more than (5) bays; no dwelling house shall be occupied until the exterior thereof is fully completed and the interior substantially completed.
2. No buildings or structures shall be erected or reconstructed upon said premises unless or until the plot plan showing the proposed location of said buildings and structures upon said premises, and the plans specifications and details of said building(s) and structure(s) shall have been approved in writing by the Grantor, his agent or nominee and a true copy of said plans, specifications and details shall have been lodged permanently with the Grantor, his agent or nominee. No dwelling house or building shall be erected, placed or suffered to remain upon any lot within fifty (50) feet of any road or way laid out in said plat. No part of any dwelling on said plat shall be erected any closer from the side lines than thirty five (35) feet. The location of driveways must be approved by the Grantor, his agent or nominee. Each dwelling must have a minimum of 1,800 square feet of living area for one (1) level dwellings or a minimum of 2,400 square feet of living area for two (2) level dwellings, both minimum square footages being exclusive of garage, breezeways or unheated porches. Upon completion of the construction of a dwelling house or any lot, it shall be conclusively presumed, insofar as any bona fide purchaser or mortgagee from the Grantee is concerned, that the location of said dwelling house and other buildings thereon has been approved by the Grantor, his agent or nominee, and that all plans, specifications and details of such dwelling house and any of any other buildings which shall have been constructed

on said premises, and all other plans hereinabove referred to, have been approved in writing by, and lodged permanently with the Grantor, his agent or nominee.

3. The following structures and designs are also not permitted: log cabins, raised ranches, trailers, shacks, and so-called "Quonset Huts". All dwellings shall be completed within one (1) year after the issuance of a building permit. Furthermore, no trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
4. The area between the street and building setback line, as established by the zoning ordinance of the Town of Seekonk, Massachusetts, shall be developed as a lawn and may be beautified by shrubbery, flower pots, walks, trees, ornamental statuary, fountains or similar ornamentation, and no buildings or improvements shall be placed within said setback area, or in the alternative, said area may be left in its natural state. Such areas may be maintained as such, provided, however, that the same shall in no way become unsightly or present an objectionable appearance or cause undue hardship to any owners. No tight-board, chain link or wire fences shall be erected or maintained nearer to any street line than the "building setback line" as delineated on said plat.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot hereby conveyed, except that dogs, cats and other household pets may be kept provided they are not kept or maintained for any commercial purposes.
6. No trade or commercial activity shall be carried on upon any lot on said plat nor shall anything be done on any lot which may be or become an annoyance or nuisance in the neighborhood.
7. No fence, wall or hedge of any kind higher than four (4) feet above ground level shall be erected, placed or suffered to remain upon or along any street line or side lines of any lot on said plat, excepting, however, that a fence, wall or hedge no higher than six (6) feet above ground level may be erected or placed along the side lines beyond the building setback line or along the rear line of said lot.
8. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises (except by Grantor, his agent or nominee), nor shall the premises be used in any way or for any purpose which may endanger the health, or unreasonably disturb the quiet of any holder of adjoining land in said plat. No privy or outside chemical toilet shall be maintained, placed or suffered to remain upon said premises, except during process of construction of the dwelling, and for not than four (4) months.
9. All above ground tanks, cylinders, or containers for the storage of liquefied petroleum, gas, or other fuel, garbage or trash, shall be placed in concrete or other suitable enclosures screened from view of adjacent lots and shall be properly maintained to prevent being a nuisance.
10. No burning of rubbish or other offensive materials shall be permitted on any lot.
11. No junk, abandoned, or unregistered cars or trucks may be stored on the premises. No commercial vehicles other than those used for commuting to and from work may be stored on the premises.
12. No loam or earth shall be removed from any lot without the permission of the Grantor, his agent or nominee, and said loam or earth must first be offered to the other property owners on the plat.

13. Whenever possible, all utilities, including telephone, gas and electric services or the like, affecting said lots within said plat, shall be placed underground between any house and the source of service.
14. The Grantor reserves easements and rights of way in, over, under and across such parts of said premises upon which no structures may be erected pursuant to the terms hereof, for the installation and maintenance of telephone, cable television, digital transmission lines and electrical lines or conduits, above ground and/or underground, or for any similar facility deemed convenient or necessary by the Grantor for the service of the premises hereby conveyed and for adjoining and adjacent property. The grantor further reserves the right to assign the use of said easements and rights of way to any person, firm or corporation furnishing any one or more of the aforesaid facilities.
15. The grantor reserves drainage easements, utility easements and fire tank easements as shown on the aforementioned plan, and reserves easements of right-of-ways shown on the aforementioned plan as Patricia Drive and Lindsey Court for all purposes for which a public way are used in Seekonk, Massachusetts, in common with all other persons so entitled, but reserving to the Grantor and its assigns for the benefit of other lots on said plan the right to use said streets, for the installation of any utilities which said grantor, its successors or assigns, deem reasonably necessary for the benefit of any of said lots, which easements lie in, over under and across such parts of said premises. All said drainage easements, utility easements and fire tank easements are hereby reserved to the Grantor, upon which no structures may be erected pursuant to the terms hereof, except for the installation and maintenance of utilities, drainage pipes and conduits, or for similar facility deemed convenient or necessary by the Grantor for the service of the premises hereby conveyed and for adjoining and adjacent property. The Grantor further reserves the right to convey and assign the use of said drainage, utility and fire tank easements and easements of right-of-ways, to any person, firm, municipality or corporation furnishing and/or servicing the aforesaid utility and/or drainage facility and/or right-of-ways. These easements appurtenant shall run with the land and shall be binding upon the Grantee, his heirs, executors, administrators, successors and assigns.
16. No placement of fill is allowed in any areas defined in 310CMR10.00 (Commonwealth of Massachusetts Wetland Regulations) as a wetland resource area.
17. No waiver or breach of any terms or conditions of these restrictions, easements and conditions shall be evidenced or construed as a waiver of any other subsequent breach of the same or, of any other terms or condition thereof.
18. The Grantor, his successors and assigns shall not make, execute or deliver any deeds of any lots on said plat to any person or persons without imposing these restrictions and protective covenants thereon or by reference to this instrument.
19. In the event there shall be any violation or attempted violation of any of these restrictions or protective covenants contained herein, it shall be lawful for the Grantor or any person or persons owning any lot or lots in said plat to bring or prosecute any action or proceedings in law or equity against the person violating said restrictions or protective covenant, and to prevent, or enjoin him, her, it or them from doing so, and to recover damages for said violation.

20. Each of said restrictions and protective covenants are to be construed as a separate covenant running with the land, and invalidation of any one (1) of said restrictions or protective covenants, or part thereof, by judgment, or court order, or decree or otherwise, shall in no way effect the validity of any of the other restrictions or protective covenants or part thereof, which shall remain in full force and effect.
21. The provisions of those restrictive and protective covenants shall run in favor of and shall be binding upon the Grantor, his successors or assigns, grantees in any such deed, and their respective heirs, executors, administrators, successors and assigns. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for a successive period of ten (10) years unless an instrument signed by the majority of the then land owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
22. The Grantor reserves the right to construe and interpret the foregoing restrictions, easements, protective covenants and conditions, and its construction or interpretations exercised in good faith, shall be final and conclusively binding on all property and persons affected by or interested in said restrictions, easements, protective covenants and conditions.
23. The provisions of this Declaration of Protective Covenants, restrictions and Easements at Holland Woods shall run in favor of and shall be binding upon the Grantor and the Grantee in any such deed and their respective heirs, executors, administrators, successors and assigns.

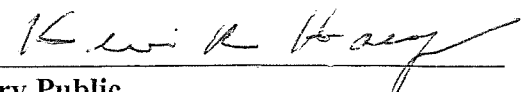
Witness his hand and seal this 10<sup>th</sup> day of December, 2009.

  
**H. CHARLES TAPALIAN**

**STATE OF RHODE ISLAND**

**COUNTY OF PROVIDENCE**

In East Providence on the 10<sup>th</sup> day of December, 2009 before me personally appeared the above-named **H. CHARLES TAPALIAN**, to me known and known by me to be the party executing the foregoing instrument to be his free act and deed.

  
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Notary Public  
My Commission Expires: 12/21/2012