

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
340	DECLARATION		21494/14	10/25/1991	
Property-Street Address and/or Description					
PRTV CVNT SEE RECORD					
Grantors					
TAISEY ROBERT G TR, TAISEY FAMILY NOMINEE TRUST /S TR					
Grantees					
References-Book/Pg Description Recorded Year					
22003/504 PR 1992, 22019/389 APPR 1992, 22108/213 APPR 1992, 22136/61 PR 1992, 22241/519 APPR 1992, 31965/286 APPR 2000					
Registered Land Certificate(s)-Cert# Book/Pg					

PARTRIDGEBERRY WOODS
DECLARATION OF PROTECTIVE COVENANTS

DECLARATION made this 21 day of OCTOBER,
1991, by ROBERT G. FAISEY, TRUSTEE, FAISEY
FAMILY NOMINEE TRUST under declaration of Trust
dated Jan 23, 1987 and recorded in Middlesex South Registry
hereinafter called the Grantors; of Deeds, Book 17844 page 578

WITNESSETH

WHEREAS, the Grantors are the owners of land situated in Groton, Middlesex County, Massachusetts, hereinafter described and are desirous of creating an attractive residential community; encouraging harmonious and pleasing homes; assuring a high quality of community appearance; preserving and protecting the natural character of the land, conserving the trees, shrubbery, and other natural features for the benefit of all property owners; preventing nuisances, to maintain the desired tone of the community and to thereby secure to each lot owner the full benefit and enjoyment of his home, with no greater restrictions upon the

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free and undisturbed use of his site than is necessary to insure the same advantages to the other lot owners; and

WHEREAS, the Grantors desire to provide and insure the preservation of the values in said community and, to this end, desire to subject the real property described thereto to the covenants, restrictions, easements and charges hereinafter set forth, each of which is and are to be for the benefit of said property and each owner thereof;

NOW THEREFORE, the Grantors declare that the lots appearing as numbers 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 on a plan of land entitled: "Partridgeberry Woods", recorded with Middlesex South District Registry of Deeds in Book 19424 at Page 049, situated in Groton, MA, is and shall be held, transferred, sold, conveyed and occupied subject to and with the benefit of the covenants, restrictions, easements and charges hereinafter set forth:

1. SUBDIVISION

No lot conveyed by the Grantor shall be further subdivided so as to create two or more building lots by the Grantee thereof or any successor in interest.

This restriction shall not be construed to prevent two or more lots from being combined as a single building site. This restriction shall not operate in any way nor shall it be interpreted to restrict the Grantors from re-subdividing this property or any portion hereof not conveyed by the Grantor in a different fashion.

2. RESIDENTIAL USE

No structures other than one single family dwelling to be used for such residential purposes, one garage for not more than three cars, and such non-residential structures such as garden sheds, woodsheds and the like which are customarily accessory to residential uses in a rural area shall be erected, placed or allowed to remain on any lot. The lots and houses shall be used only for purposes allowed in Residential/Agricultural Zones in Groton pursuant to Section 3.3 of the Groton Zoning By-law and those permitted as a Home Occupation under Section 3.6 of said by-law. In no event shall a lot be used for any purpose which might be or become detrimental to the neighborhood as a desirable residential area. Above-ground swimming pools are

not permitted.

3. LOCATION OF STRUCTURES ON LOT

No building shall be erected or placed within fifty (50) feet of the front (street) property line, nor within 25 feet of any side or rear property line.

4. BUILDING APPROVAL

No building or structure of any kind shall be constructed, or placed upon the premises and no alterations shall be made to the exterior thereof until the architectural, site plan (location of building, well and septic system on lot, septic system design) and the four exterior elevation plans have been approved by the Grantors, their successors or assigns, said approval to be given in writing suitable for recording in the Middlesex South District Registry of Deeds. Disapproval of such plans may be based upon any grounds, including but not limited to, exterior finish, other purely aesthetic buildings would unreasonably obstruct the view from the other lots in this subdivision, and shall be solely within the discretion of the Grantors. It is intended that the structures and

other improvements will become part of the landscape, blend into their surroundings, and be compatible with the surroundings. All roofs shall have a pitch of not less than six inches per foot.

The restrictions set forth in this section shall not apply once the principal residence to be constructed on each and every lot has been built in accordance with the provisions hereof.

5. ROADS

Appurtenant to each lot shall be the right to use all roads, located on the aforementioned plan of land, for all purposes for which public ways are used in the Town of Groton. Said rights shall be exercised in common with the Grantors and all others lawfully entitled to use the same. Grantors specifically reserve the right to grant to others easements to use all roads and rights of way shown on the aforementioned plan of land for all purposes for which public ways are used in the Town of Groton.

6. BUILDING SIZE RESTRICTION

No building shall be erected which has a front

elevation (elevation which is parallel to the road) which is less than thirty-two feet in length.

7. INCOMPLETE DWELLINGS

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

No dwelling shall be occupied as a residence until a Certificate of Occupancy has been issued by the Town of Groton and no temporary building shall be occupied for residential purposes on any lot.

Site construction shall be contained to each respective lot and all debris collected and hauled away bi-weekly.

8. SIGNS

No signs shall be erected or maintained on any lot except one sign of not more than three (3) square feet identifying lot owners, occupants, or contractor job identification, and one sign of not more than six

(6) square feet, advertising a lot for sale. Nothing herein shall preclude the Grantor or its sales agent from erecting and maintaining signs and structures as may, in the Grantor's judgment, promote the development and sale of lots or other interest in the real property.

9. LOCATION OF UTILITIES

All house service cables for electricity, telephone, cable television, and other utilities shall be installed underground, except as may be permitted by the Grantors.

10. TREES AND NATURAL LANDMARKS

No live trees of more than four inches in diameter at a four (4) foot height shall be removed without approval of the Grantors, and no such tree shall be removed within 10 feet of the exterior perimeter lot line of each lot except as may be required for the restriction of a driveway and/or utilities serving that lot unless this provision is waived by the Grantor. Large stones in excess of 1,000 pounds shall not be moved or removed without approval of the Grantors.

11. FENCES, DRIVEWAYS AND GROUNDS

In order to preserve the attractive appearance of the landscape, any fences erected shall be of wood construction. Chain link fences shall not be utilized. It is the hope and expectation of the Grantors that all lot owners will maintain their property in a well-kept landscaped setting.

Concrete, black top materials, cobblestones or paving stones are required for the finish coat of driveway areas.

12. BOATS, AUTOMOBILES, TRAILERS, CAMPERS AND COMMERCIAL VEHICLES

No mobile home, either with or without wheels shall be permitted to be stored in the open on any lot or open space. No unregistered automobile shall be placed or stored on any part of the lot where it is exposed to public view or from any adjacent lot. No trailer, vehicle or boat shall be constructed, reconstructed, or repaired upon any lot in such a manner that such construction, reconstruction or repair is visible from neighboring property or the

street. No commercial vehicle shall be parked on any lot where it is exposed to public view. This restriction shall not prohibit the temporary parking of commercial vehicles in the normal course of delivering goods or performing services for an owner.

13. TRASH AND LAUNDRY

All garbage, trash and rubbish placed outdoors shall be kept in covered containers screened from public view. No garbage, trash or rubbish shall be burned on any lot.

All exterior laundry drying facilities shall be screened from public view and from adjacent lots by suitable enclosures, screens or plantings.

14. MAINTENANCE

Each lot and each home, together with accessory structures and grounds, shall be maintained in a neat appearing manner by the owner.

15. SATELLITE DISHES AND ANTENNAE

No satellite dish of any size or antennae larger than three (3) feet in diameter shall be constructed or placed on the lot or the buildings or structures located thereon.

16. APPLICABILITY OF ZONING BY-LAW

These general restrictions and conditions as set forth hereunder are supplemental and complimentary to the zoning requirements of the Town of Groton; provided, however, that no variance by the Town of Groton or zoning changes or amendments shall in any way be construed to reduce or change the restriction requirements as set forth herein.

17. DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Grantors of the owner of any land subject to this Declaration, a respective legal representative, heirs, successors and assigns for a term of twenty-five (25) years from the date of this Declaration.

18. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in

full force and effect.

19. EXCAVATED SOIL

Any excavated or disturbed soil not retained on the conveyed premises shall be deposited elsewhere in the subdivision as directed by the Grantors.

20. SALE OF LOTS

These restrictions shall not operate in any way nor shall they be interpreted to restrict the Grantors or any person, firm or corporation acting on behalf of said Grantors in the sale of the lots contained in the plan above described inclusive of the right to erect signs and offices.

21. ACCEPTANCE OF RESTRICTIONS

The owners of each lot, by acceptance of a deed of 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.

22. ENFORCEMENT

The Grantors may appoint or delegate an agent,

agents, corporation or association to carry out any and all of the foregoing restrictions as to enforcement, approval, privileges, rights and other matters, said appointment to be in writing duly recorded in the Middlesex South District Registry of Deeds.

23. WAIVERS

The Grantors or their duly authorized delegate, 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 delegate shall be the sole judge as to the propriety of such waiver, alteration or amendment.

The premises which are subject to the foregoing protective covenants are described in a deed to the Grantors herein dated hereinafter recorded ~~recorded~~ in said Registry, Book , Page This date.

Executed as a sealed instrument the day and date first above written.

Beverly C. Johnson
- WITNESS -

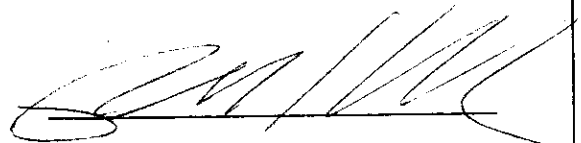
Robert G. Taisey trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

21 October 1991

Then personally appeared the above-named ROBERT G. TAISEY
and acknowledged the foregoing to be ^{HIS} ~~their~~ free act and deed, before me



Notary Public

My Commission expires: 1/2/95

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10/21/91