

**DECLARATION OF PROTECTIVE COVENANTS FOR  
"SCHOONER VILLAGE"**

WHEREAS, it is the intention of Jacques N. Morin, Trustee of SCHOONER VILLAGE REALTY TRUST to create a desirable residential neighborhood in a natural wooded setting for the house lots in the subdivision; and to encourage the erection of attractive homes, properly designed; and to secure proper and pleasing site development and to ensure a high quality of community appearance.

AND WHEREAS, the plans referred to herein below comprise a total of twenty three (23) "market rate homes" as well as six (6) "workforce homes" as required by both state law and by local ordinance, it is the intent to apply these covenants equally as written to both market rate and workforce homes except as otherwise herein provided.

THEREFORE, to protect and preserve natural beauty and scenic views and create a desirable residential community and to increase the value of said lots 1 through 29 on plan referred to below as SCHOONER VILLAGE and hereinafter collectively referred to as "SCHOONER VILLAGE", for the mutual enjoyment and privacy of all those presently owned and to be conveyed to the future (29) building lot owners,

KNOW ALL MEN BY THESE PRESENTS:

That Jacques N. Morin, Trustee of "SCHOONER VILLAGE REALTY TRUST" being the owner of certain real estate in Barnstable, Barnstable County, Massachusetts, being known and designated as, "SCHOONER VILLAGE", do hereby make and declare said premises to be subject to the following covenants, restrictions and conditions hereinafter set forth, which are imposed for the benefit of the Grantors and their successors in title and which shall apply to all of the (29) lots in said SCHOONER VILLAGE as shown on a plan entitled: "SCHOONER VILLAGE"; subdivision plan of land in (Hyannis) Barnstable, Mass., prepared for "Schooner Village Realty Trust; Jacques N. Morin, Trustee; Scale: 1" = 40'; August 18, 2005; by Down Cape Engineering, Inc.; 939 Main Street, Route 6A, Yarmouth Port, Mass., and recorded in Plan Book \_\_\_\_\_, Pages \_\_\_\_\_ & \_\_\_\_\_.

1.) No trade or business activity shall be carried out upon the granted premises.

2.) No commercial vehicle shall be parked in the open overnight and no trucks greater than a one-half ton gross vehicle weight, work vans or box trucks shall be parked or garaged over night upon the granted premises. Any vehicle or truck that has lettering and or logos shall also be deemed to be of a commercial use unless the same is otherwise approved by the Grantor-Trustee or his assignee in writing as incidental and the aggregate area of the lettering and or logo does not exceed 40 square inches on either side of the vehicle or truck. No more than one vehicle per bedroom shall be parked, stored or garaged over night at the granted premises and no more than one vehicle per bedroom shall be registered at the granted premises.

3.) No animals of any kind shall be kept except household pets, but in any case limited to no more than two domestic dogs and/or cats. None shall constitute a nuisance or be troublesome or objectionable to the occupants of

adjoining nearby properties.

4.) No building or structure shall be erected on any lot except one single family dwelling containing no less than 1,100 square feet of habitable living space for a "ranch" style or no less than 1,400 square feet of habitable living space for a "1 1/2 or 2" story house as specified in Item #5. Sheds shall be allowed at a location from the rear line of the home to the rear lot line provided all local zoning setbacks are adhered to. The Grantor reserves the right to waive up to twelve percent of said floor requirement if in the opinion of the Grantor said reduction results in a more functional and/or aesthetically pleasing design for the intended lot.

5.) The exterior of all dwellings must be of a traditional or modified Cape Cod, Salt Box, Ranch, or Colonial design.

6.) All main roofs shall have a minimum 9-inch per foot slope for Ranch and Colonial style homes and, except for dormers, an 11-inch per foot slope for Capes or Saltboxes. Roof shingles shall be an architectural grade shingle. Siding shall consist of red cedar stained or painted clapboard on the front elevation and white cedar shingles on the side and rear elevations. White cedar shingles may be applied to all four elevations provided the shingles are all weather stained treated.

7.) Any garage so constructed on any lot shall be attached to the dwelling, shall be set back a minimum of twenty feet from the front lot line and shall be constructed of materials similar to that of the dwelling.

8.) All dwellings shall have an outside post light to the front of the property within 20' of the front lot line and shall be on a stained or painted white decorative post; type as specified by Grantor. An alternate lighting or lighting location may be granted or required for lots abutting cul-de-sacs where, in the opinion of the Trustee, such modification avoids a clustered appearance of lighting. Except those mailboxes which are attached directly to the residential dwelling, any mailbox installed on any dwelling site shall have the color white as the primary and predominant background color and shall be placed upon a white stained or painted wooden post, type as specified by Grantor. Plastic type newspaper boxes are prohibited on any lot within SCHOONER VILLAGE.

9.) No live trees exceeding 6" in diameter at a point 2 feet above ground level shall be disturbed from their natural growth except as may be necessary for construction of the dwelling, site development, or proper grading to assure the desired degree of visual aesthetics.

10.) No residential dwelling constructed on any lot is to be occupied until the exterior of the building is complete. The exterior of any building erected, landscaping and grading in connection therewith shall be completed within six months after commencement of construction. Also, no house trailers may be brought onto nor maintained on any lot at any time. All dwelling lots within "SCHOONER VILLAGE" shall be required to contain an underground sprinkler system and at minimum shall cover grassed areas from the front line of the home to the front property line and for the appearance of continuity, shall be further placed, maintained and utilized by each respective property owner to irrigate those grassed areas that extend from the front property line to the roadway.

11.) No signs shall be permitted on any lot except for one sign not over 1 and 1/2 square feet in area indicating the owner's name and/or identifying his property. Property owners shall first check with local sign codes to ensure compliance.

12.) No rubbish or waste cans shall be placed in the open from the front line of the home to the street and shall be reasonably screened from view of adjoining neighbors. At all times, rubbish collection shall occur behind the front line of the house and not at the street. Boats shall not be stored in the open at any time and shall be garaged so as to not be in view of the adjoining properties. Boats shall not exceed 16' in length and shall not be used for commercial purposes. All clotheslines and/or drying yards shall be enclosed by fencing or shrubbery so as not to be visible from the street or any adjacent lot. While play of children is encouraged, any toys, bikes or similar play items shall not be stored over night in the open as viewed from the street.

13.) No metal buildings, trailers, or temporary structures shall be erected, parked or maintained on the premises. For the purpose of marketing and security, the Grantor may utilize an area within the development for the temporary use as an on site sales trailer which shall be removed after all lots are conveyed.

14.) No noxious or offensive activity shall be carried out upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15.) The structures and grounds on any property shall be maintained in a neat and attractive manner, lawns shall not exceed three and a half inches in height and the entire property shall be kept free of rubbish, debris or material of any kind which render the same unsanitary, unsightly, offensive, or detrimental to any property within "SCHOONER VILLAGE".

In the event of a default in the performance of these provisions and if such default shall not have been cured within fourteen (14) days after written notice thereof, the Grantors, their successors and assigns, shall have the right to enter upon the property in default to correct said grass and vegetation; to remove dead trees, shrubs and plants; and to do all things necessary to place the property in a neat and orderly condition or to correct any default of the provisions contained herein. The cost of any work so required shall become due and payable by the property owner or owners to the Grantors, their successors or assigns, immediately upon the completion thereof.

16.) The Grantors may delegate or assign any or all of their rights, powers and obligations under these restrictions to any person, corporation, association or agent, said assignment to be in writing and duly recorded in the Barnstable County Registry of Deeds. Until such assignment, the Grantors reserve the right to release, modify, amend and waive said covenants, restrictions and conditions at any time.

17.) All electric wiring and telephone cables and other utilities within the subdivision shall be underground. Any exterior floodlighting must be non-glaring and subdued and must not be unreasonably objectionable to the occupants of adjacent properties. Alarm systems and any detached electrical or mechanical devices on the lot must not emit any noise to the exterior unless otherwise approved by the Grantor.

18.) No living unit may be leased for periods of less than three months each, and no living unit may be leased for more than twice within a twelve (12) month period. The lessee and his family members and guests shall comply with and abide by all the PROTECTIVE COVENANTS as they may apply, and in the event of failure to do so, the SCHOONER VILLAGE RESIDENTS ASSOCIATION, INC. or its designated successor or assign shall have all legal rights to enforce the same by injunction or otherwise. Workforce unit homes shall not be leased and shall be owner occupied.

19.) No structure, whether residence, accessory building, or other improvements shall be erected, placed or maintained or used on the granted premises and no alteration, demolition, addition, or remodeling or changes to the exterior of any building or structure on such premises, shall be undertaken or made until complete plans and specifications, drawn in detail and to suitable scale by a professional architect, engineer or landscape designer, as may be required, showing the nature, kind, color, shape, extent, location, materials and other aspects of the project, shall have been submitted to, as the case may be, and approved by Jacques N. Morin, Trustee of SCHOONER VILLAGE REALTY TRUST or his designated successor or assign. Such prior approval shall be required for any excavation, grading or cutting of live trees, and shall, further, be required for, but not limited to, all improvements and features such as outside recreational equipment and/or facilities, fences, walls, decks, platforms, animal shelters, decorative art objects placed outside, solar panels, satellite dishes, exterior antennas and aerials of all types, windmills, outside heat pump, and/or air conditioning unit; also, landscaping, planting lawn and garden areas, driveways, parking areas, patios, play areas and outside clothes drying areas. The above Trustee(s) or their designated successor or assign, shall have the sole right to refuse to approve all or any portion of such submitted plans and specifications which, in the Trustees opinion, call for things not suitable, appropriate or desirable for aesthetic or other reasons, taking into consideration, among other factors, the harmony to be maintained within the immediate neighborhood and within the subdivision as a whole.

20.) Construction of improvements and all landscaping on any lot shall be diligently prosecuted and completed within a time frame that has been agreed upon and done in such a manner so as not to adversely affect any other lot owner. The owner shall insure that dust and noise during construction are limited by reasonable daylight hours and in no event prior to 7 A.M. A suitable rubbish container and a portable toilet shall be provided during construction periods and the work site is to be maintained in a clean and neat condition.

21.) A breach of any of the foregoing restrictions shall give to the Grantor, his successors or assigns, the usual legal and equitable remedies to recover

damages and to enjoin violations and the right to enter upon any lot and abate and remove, at the expense of the party at fault, any erection of work that may be therein contrary to the interest of these restrictions without being deemed guilty of any manner of trespass therefore; provided, however, if no action shall be commenced and notice thereof filed with the Barnstable County Registry of Deeds within three (3) months after completion of any building, structure, tennis court, platform tennis court, swimming pool or other improvement, addition or landscaping, the same shall be conclusively deemed to be in compliance with these restrictions.

22.) By the acceptance of a deed to any property within SCHOONER VILLAGE, the Grantee therein named, for himself, his heirs, executors, administrators, successors and assigns, agrees to become a member of SCHOONER VILLAGE RESIDENTS ASSOCIATION, INC., and to pay an annual assessment to said Association, said assessment to be a proportion of the actual annual cost of the maintenance, operating expense, repair, improvements, assessments or other expenses incurred on any of the ways and common areas or other improvements of SCHOONER VILLAGE, all as set forth in the By-Laws of SCHOONER VILLAGE RESIDENTS ASSOCIATION, INC.

IN WITNESS WHEREOF, We have hereunto set our hand and seal this day of \_\_\_\_\_, 2006.

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Jacques N. Morin, Trustee  
SCHOONER VILLAGE REALTY TRUST

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. \_\_\_\_\_, 2006

Then personally appeared before me the above-named Jacques N. Morin, Trustee of SCHOONER VILLAGE REALTY TRUST and acknowledged the foregoing instrument to be his free act and deed before me.

\_\_\_\_\_  
Notary Public  
My commission expires: