& PLAN
SEE PL. B. 137
PL. 63

BK6234 PG544

DECLARATION OF COVENANTS AND RESTRICTIONS
of The West Newbury Riverfront Association

Declaration made this 20th day of April, 1976, by Ronald N. Tagney of West Newbury, County of Essex, Commonwealth of Massachusetts:

WHEREAS I am the owner of certain real estate situated in West Newbury, Essex County, Massachusetts and more particularly described in Article I hereof; and

WHEREAS I plan to develop a residential community with minimal impact upon the natural environment and to conserve and enhance the beauty of the surrounding landscape; and

WHEREAS I plan to construct a common right-of-way for lots three (3) through eight (8) in said community, which will require annual snow plowing and normal maintenance, from time to time; and

WHEREAS I plan to provide for the preservation of the values and amenities in said community and desire to subject such real property to the covenants and restrictions relating to environmental control set forth in Article V hereof; and

WHEREAS I deem it desireable to create an agency to which can be delegated the powers of maintaining said right-of-way, promoting the social welfare of the owners of the community, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, I declare that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens hereinafter set forth:

Article I
Description of Real Property

A certain estate situated in West Newbury, Essex County, Massachusetts, and being shown as Lots 3 through 8 on a plan entitled "Plan of Land in West Newbury, Mass., County of Essex Lots 1-9 for Ronald Tagney Scale 1"=100', January, 1976," recorded with Essex South District Registry of Deeds in Plan Book 137, Plan 24 and bounded and described as follows:

Northeasterly by Lot 2 on said plan 351.26 feet;
Northerly by Lot 2 on said plan 377 feet;
Easterly by Church St., 1,025 feet;
Southwesterly by land now or formerly of Mabelle Adams 300.38 feet;
Southerly by Lot 9 on said plan 843.98 feet;
Westerly by Lot 9 on said plan 139.95 feet;
Southerly by Lot 9 on said plan 49.93 feet; and
Northwesterly by the Merrimack River 1,425 feet more or less.

Containing 27.8 acres more or less according to said Plan.

Article II
Service Easements

Each lot shall be conveyed subject to easements for service boxes, wire

and conduits, above or below ground, poles for the transmission of electricity, telephone messages and other purposes and for necessary attachments in connection therewith; and subject to easements for the installation, maintenance and repair of a waterline under a right-of-way described in Article III hereof.

Article III
Right-of-way

The roadway constructed from Church Street passing across lots three (3) through seven (7) shall be used as a common right-of-way to pass and repass to lots three (3) through eight (8).

The roadway shall be kept open to vehicular traffic of the lot owners at all times. The declarant, and the Association upon its constitution as hereinafter set forth in Article IV, shall provide for snow removal and normal maintenance to afford reasonable and safe movement over said roadway.

The driveway access road shall be eighteen (18) feet wide with a six (6) foot easement on each side. At the Church Street entrance, a mailbox with a suitable nameplate may be installed along the shoulder.

The declarant, and the Association upon its constitution as hereinafter set forth in Article IV, shall repair and maintain, at its own expense, in a proper, substantial, and workmanlike manner, the above-mentioned waterline running under said roadway, but not including, however, service lines to each individual house.

The declarant's responsibility as set forth in this Article shall terminate upon the constitution of the Association as hereinafter provided in Article IV but in any event on or before October 11, 1978.

Article IV
Organization

There shall be constituted on or before October 1 ,1978 an Association to be known as The West Newbury Riverfront Association, hereinafter referred to as "the Association", which shall consist of each property owner of lots three (3) through eight (8).

The Association shall in or within ten days of ~~the~~ its constitution but in no event later than October 1 ,1978 meet and organize by choice of a President, Vice-President, Secretary and Treasurer. The President shall preside at all meetings of the Association, direct the work of the Association, consistent with the vote of the membership, appoint all sub-committees, except as otherwise may be provided. The Vice-President shall preside at all meetings of the Association in the absence of the President and shall perform all duties and have all powers of the President in case of the temporary absence of the President. The Secretary shall keep a record of the proceedings of the Association and shall notify each member by mail of each meeting of the Association. The Treasurer shall have the custody of all funds, consistent with the vote of the Association.

Each owner, even if more than one owner of a lot, shall have the right to attend all Association meetings. Each owner shall have one vote for each lot owned by him. If more than one owner of a lot attends a meeting, they must act unanimously in order to cast the vote to which they are entitled. Thirty-three (33) percent of the authorized membership of the Association shall constitute a quorum.

Article V
Restrictions

The following restrictions are imposed upon lots One (1) through nine (9) for the benefit of every other lot ~~included in the Association~~ and may be enforced by any owner, or by the Association, or by any abutter.

1. No business, commercial, manufacture or industrial use shall be made of the lots or living units at any time; but professions and trade activities such as architecture, law or artistic work may be carried on within the dwelling provided:
   a. The building shall not be structurally erected or altered for this purpose so as to appear to be other than a dwelling, barn or garage.
   b. No noise, odor or disorderly appearance shall be created to be unreasonably offensive to the neighborhood.
   c. No use shall generate traffic in such quantity as to be objectionable or unusually obstructive to resident circulation.
   d. The Association's decision on the above shall be final.

2. No fowl or animals shall be kept on any lot, except a reasonable and usual number of household pets. Horses or ponies may be kept provided that proper fencing is provided.

3. No garbage, rubbish, junk, cuttings or other refuge shall be deposited or permitted to remain on any lots unless placed in a closed container suitably located. Upon the failure of the landowner to comply with the above, the Association, by its agents or employees, may, at the option of the Association, and on not less than thirty (30) days notice of the owner, enter upon the lot and remove rubbish and debris therefrom.

4. Clothes lines and drying racks shall be screened or so located as not to be visible from any point on adjacent lots.

5. No sign of any kind shall be displayed on any lot or structure or from the windows of any structure, except one painted sign not more than two hundred (200) square inches in size setting forth only the name and the profession, if any, of the owner residing thereon. The Association or its agents shall have the right to enter upon any lot to remove any sign which violates this provision..

6. No unregistered or inoperable motor vehicle shall be moved onto or kept on any lot in such manner as to be visible from any point on an adjacent lot or the street.

7. No temporary house, permanent -type house trailer, temporary garage or other temporary outbuilding shall be placed or erected on any lot.

8. The exterior of every principal dwelling whose construction on a lot is begun, and the grading of the lots associated with the construction of such principal dwelling, shall be completed within one year from the commencement of construction.

9. Within the twenty (20) foot setback along each lot line, trees six (6) inches or more at a point one (1) foot above the surrounding ground level shall be preserved, except when their cutting would be consistent with accepted forest management practices. The density of the forest shall be maintained adequate to preserve the privacy of the several landowners.

10. Each dwelling unit shall be set back a minimum of twenty-five (25) feet from the crest of the river bank.

11. No lot shall be re-subdivided into building lots other than those shown on the recorded plan.

Article VI
Assessments

A fee, to be established by the Association, shall be paid annually to the Association by the owners of each lot, such fee being an equal amount for each lot.

Each owner agrees (hereby covenants) to pay to the Association upon its constitution an annual assessment to be fixed, established and collected, annually.

The amount of the annual assessment against lots three (3) through eight (8) shall each year be fixed by the Association, provided that it shall be the same amount for each lot.

Annual assessments for each year shall be fixed as promptly as practicable after October 1 of the year preceding and shall be payable on January 1 of the year for which the assessment is fixed.

Written notice of each assessment for which he is liable, shall be sent to every owner at least thirty (30) days before the due date thereof, but failure to send such notices shall not impair the validity of any assessments or any remedy of the Association for the collection thereof.

If any assessment shall not be paid thirty (30) days after the date due, then, such assessment shall become delinquent and shall, together with interest thereon and all costs of collection thereof, thereupon become a charge on the realty and a continuing lien on the property against which assessed.

Upon any assessments becoming delinquent as hereinbefore provided, written notice of such delinquency shall be delivered to mortgagees of record as their interests might appear and said mortgagees shall have the right to cure such delinquency or to pay and discharge any charge or lien as hereinbefore provided.

A lien setting forth the amount due and unpaid shall be recorded in the Essex South District Registry of Deeds, the form of the lien shall be determined by the Association.

If any such assessment or installment is not paid within thirty (30) days after the delinquency date, the same shall bear interest from the date of delinquency at the rate of 12% per annum until paid, and the Association may bring any appropriate action or proceeding for the collection thereof against the owner or to foreclose the lien against the property, and in either event, the Association shall be entitled to recover all its costs of collection, including a reasonable attorney's fee.

Article VII
Amendment

During the first twenty (20) years following the recording of this Declaration, the covenants and restrictions set forth herein, with the exception of the restriction set forth in Article V, Paragraph 11 which shall not be subject to amendment, may be amended at any time by a vote of two-thirds (2/3) of the membership. No such amendment shall be effective unless written notice of the proposed thereof shall be sent to every member of the Association at least thirty (30) days in advance of a meeting at which the same is considered, and unless and until said amendment is recorded with Essex South District Registry of Deeds.

The covenants and restrictions of this Declaration shall run with and bind the

land and be enforceable by the Association. At the end of the term of twenty (20) years from the date that this Declaration is recorded, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been duly recorded agreeing to change said covenants and restrictions in whole or in part.

Witness my hand and seal this 20th day of April, 1976.

Ronald N. Tagney

Commonwealth of Massachusetts

Essex, ss April 20, 1976

Then personally appeared the above-named Ronald N. Tagney, and acknowledged the foregoing to be his free act and deed before me,

Gordon E. Brown
Notary Public
My commission expires: Aug 20, 1976

GORDON E. BROWN NOTARY PUBLIC

ESSEX SS. RECORDED April 23, 1976 56 M. PAST 11 A. M INST #101