

Declaration of Covenants Brigham Farm, Seekonk, MA

The undersigned, Paul E. Bowen, President of Triple Eagle Enterprises LLC 26R Barney Avenue, Rehoboth, Massachusetts is owner of a lot of land located in the Town of Seekonk, Bristol County, and Commonwealth of Massachusetts, which is represented on the attached Exhibit A. Each tract constitutes the following declaration of limitations, restrictions and use. Restrictions are provided on the use of the property to prevent nuisances and to prevent the impairment of the attractiveness of the property. The use of this property will be for residential purposes only so that each owner will be able to enjoy their home and neighborhood.

- 1)- The premises shall be used for residential purposes only, and any dwelling built thereon shall be a one family home. No commercial or business use shall be permitted on any lot.

- 2) No dwelling or garage shall be erected, constructed or placed on a lot unless the plans and specifications of the dwelling or garage, including septic design and elevations of the structure and its location upon said lot, have been approved in writing by Triple Eagle Enterprises LLC. Modular, Prefabricated, Log homes and raised ranches are prohibited in this development. As per filing of house plans and specifications with Triple Eagle Enterprises, approval or denial of said plans will be issued within thirty (30) days of receipt of completed application. If Triple Eagle Enterprises dissolves or ceases to exist, without making specific assignment, the rights under this clause shall pass to existing lot owners of the subdivision acting by majority rule. A certificate of plan approval is required to evidence compliance with the terms of this declaration.

- 3) A dwelling to be constructed on any ½ acre lot shall be no less than 2,000 sq.ft. and on any 1 ½ acre lot shall be no less than 2,500 sq.ft. Living area of square footage does not include breezeways, decks, open porches, garages and cellar areas. Multiple story homes will have a minimum of 1250 square feet on the first floor. Single story homes will be a minimum of 2500 square feet.
- 4) All homes to be built must include a masonry package. All chimneys will be masonry. Asphalt, concrete or pavers will be the only materials acceptable for walkways. Driveways will be asphalt or concrete (min 13' wide). All walls in garages will be boarded and plastered.
- 5) A Certificate of Occupancy must be issued by the Town of Seekonk before any dwelling can be occupied.
- 6) Each dwelling shall have an attached garage with a minimum of two, maximum of three vehicle capacity.
- 7) No loam, trees, or other earth materials shall be removed from any lot without the written permission of Triple Eagle Enterprises LLC.
- 8) Tennis courts and swimming pools shall be constructed so that no portion of them shall extend closer to the street than a line parallel to the street and running through the corner of the principal dwelling located farthest from the street line.
- 9) The parking, standing or storage of large trucks (g.v.w. over 15,000lbs.), motorcycles, tractor trailers, buses, recreational vehicles and inoperable or unregistered vehicles is prohibited in the streets, driveways or yards of the subdivision.

- 10) A fence can be erected to enclose property with the exception of the front yard (within fifty feet of the street). A stonewall having a maximum height of 3 ½ ft. or a rail type fence will be subject to approval by Triple Eagle Enterprises LLC.
- 11) No campers, trailers, boats or similar vehicles shall be placed, erected or stored or allowed on any lot in front of the dwelling or garage or to stand in the street. All such vehicles can be stored in the garage, or behind the house or garage, out of plain view. These vehicles may be stored in the rear yard with some coverage from trees, or shrubbery designed to block the view from the street.
- 12) No animals, livestock, or poultry shall be kept, maintained, or boarded on any premises with the exception of household pets. Breeds of dogs consistently found to be vicious in nature; Pit Bulls, Rotweillers and any other uninsurable dogs are prohibited. No dog is to be left out overnight.
- 13) Any fertilizers and pesticides used on any property must comply with the rules and regulations of the Seekonk Board of Health and Conservation Commission.
- 14) All clothes lines shall be screened from street view. Air conditioner condensers shall not be located in front of any house, and if placed on the side of any house it must be enclosed/screened by masonry material or appropriate landscaping.
- 15) Aerials and antennas are prohibited on any dwelling or lot. Satellite dishes shall be no larger than 48" in diameter, attached to the dwelling, and be colored and placed to be screened from street view.
- 16) No containers or rubbish of any type shall be visible from the street. All rubbish shall be prepared properly for disposal and stored in an enclosure.

- 17) No commercial or professional signs of any kind shall be displayed for public view on any lot. A professional/real estate agency sign may be erected to indicate the sale of the parcel/ home.
- 18) All lots under construction will be loamed, finish raked and seeded within 6 months of the completion of the home. A minimum of 10 shrubs will be placed at the owner's discretion around each house.
- 19) Invalidation of any of the hereinabove list of provisions of this Declaration of Covenants by a Court Decree shall not affect the validity of any other provision of these covenants and restrictions, and such other provisions shall remain in full force and effect.
- 20) In case of violation or attempt to violate any of these covenants and restrictions herein set forth, it shall be lawful for any person or persons, firms or corporations owning or otherwise having an interest in any real property situated with the restricted premises to institute any proceedings at law or in equity against the person or persons, firms or corporations violating or attempting to violate any such covenant or restriction and both prevent him, her, them or it from so doing and to recover monetary damages, including costs and reasonable attorneys fees for such violation.
- 21) All the limitations and restrictions as to the use of the premises are imposed by the present zoning ordinances of the said Town of Seekonk, and any additions or amendments thereto are incorporated herein and made a part hereof.
- 22) The above covenants, conditions, restrictions and reservations shall be and continue in force for a period of thirty years from the date hereof.