



2014 00015988

Bk: 8573 Pg: 200 Doc: RSTR

Page: 1 of 10 11/05/2014 11:01 AM

**HIGH HILL ESTATES
DECLARATION OF RESTRICTIVE COVENANTS**

RBBC Properties, LLC, (the "Declarant") being the owner of the certain premises shown on that certain definitive Subdivision Plan entitled "Definitive Plan of High Hill Estates, Swansea, MA and being duly filed in the Bristol County Fall River District Registry of Deeds in Plan Book 156 at Page 42 (hereinafter the "Plan"), does hereby make, declare, covenant and subject all of the premises shown on the aforementioned Plan with the following restrictions, covenants and conditions that are to run with the land and be binding on all successors, heirs, assigns, claiming under it for a period of thirty (30) years from the date of the recording of this instrument, unless extended for an additional term of not less than twenty (20) years, at a time by owners of record, as required by statute:

1. DEFINITIONS.

- A. "Lot" shall mean any lot shown on the Plan.
- B. "Maintenance" shall mean the exercise of reasonable care to keep roadways and other related improvements and fixtures in the condition comparable to their original condition, normal wear and tear expected.
- C. "Lot Owner" or "Owner" shall mean that owner of a Lot subsequent to the sale of the Lot by the Declarant.

2. **LIMITATION ON FENCES.** In no event shall a silver color or aluminum color chain link fence be erected. Under no circumstances shall any Lot Owner erect fences in front of the front wall line of the main house structure.

3. **LAND USE AND BUILDING TYPE.** Only single-family residential use shall be many of any Lot. Only one (1) single-family building may be erected with optional garage for not more than 3 vehicles. All structures shall be sided with wood shingle, wood clapboards, natural wood, brick, stone or vinyl siding. Stucco, dryvite or like finishes are not allowed. No residence shall be constructed unless it exceeds 1,196 square feet if one story and 1,500 square feet if two stories, or, if Cape Style home, the footprint shall not be less than 24X32.

4. **ARCHITECTURAL CONTROL.** For the purpose of insuring that the development has high standards, the Declarant reserves the right to approve the building and accessory structures as well as other improvements placed upon each Lot. Accordingly, so long as the Declarant owns any Lot shown on the Plan, no structure or improvement shall be erected on any Lot without first obtaining the prior written approval of the Declarant. The approval or rejection by the Declarant shall be based upon architectural and aesthetic considerations of the proposed structure or dwelling when compared to the existing structures and dwellings on

the premises. The exterior appearance of all new buildings and structures will be limited to traditional designs. The use of overly bright or deep greens, blues, reds, blacks, or oranges shall be limited to accent features such as door entrances and shutters. Colors such as purple, pink, lime green or pale blue are specifically prohibited as primary color for a structure.

With respect to a Lot for which an Order of Conditions has issued by the Conservation Commission, the Owner is required to comply with the same during construction and to perform all required maintenance. Approval by the Declarant of Owner's Plans is not an acknowledgment or certification that the proposed work complies with the requirements of the Order of Conditions and each Owner should insure that his or her Plans do not violate the terms of any Order of Conditions.

No erection of any building shall commence and no building or portion thereof shall be erected or placed, altered or reconstructed on any Lot until the construction plans and specifications, have been approved in writing by the Declarant as to workmanship, design of the exterior color scheme, materials, location with respect to topography of the subject property and the abutting properties, property lines, finish grade elevations, and landscaping by the Owner. Said plans and specifications shall conform to the design standards set forth in these covenants, but refusal to approve any plans or specifications or a part thereof by the Declarant may be based upon any ground, including purely aesthetic grounds, which is within the sole discretion of the Declarant. Any such approval is for the sole benefit of the Declarant and shall not constitute a structural or quality review. See Paragraph 6 hereof for Certificate of Compliance procedure.

Upon the sale of the last Lot on the Plan by the Declarant, the rights to enforce these Restrictions shall rest with the individual Lot Owner except that the Restrictions as to the approval of structures and accessory buildings may be satisfied by obtaining the written approval of the Lot Owners abutting the Lot requesting approval.

5. **DRIVEWAY AND LANDSCAPING.** All driveways shall have a finished coat of asphalt, concrete or other suitable material. The asphalt portion of the driveway shall extend to the roadway. All landscaping shall conform to the Order of Conditions as issued or to be issued, or has been recorded at the Bristol County Fall River District Registry of Deeds. Each Lot Owner shall thereafter maintain the lawn and grounds in a neat and orderly fashion including mowing grass and trimming hedges and shrubs. On Lots where construction has not yet been initiated it is the responsibility of the Owner of said Lot to keep the grass trimmed and the Lot free of rubbish or storage of material or vehicles.

6. **CERTIFICATE OF COMPLIANCE.** A Certificate signed by the Declarant relating to compliance with the design criteria shall be conclusive evidence of conforming to these Restrictive Covenants. The Declarant shall have thirty (30) days from the time of delivery of the complete plans and specifications of the proposed structure in which to confirm compliance. The plans and specifications shall be delivered to RBBC Properties, LLC, 1565 North Main Street, Fall River, MA 02720, other address which may be established through amendment hereof. Said Certificate of Compliance shall be recorded in the Bristol County Fall River District Registry of Deeds.
7. **CONSTRUCTION TIME FRAME.** Construction of any structure on a Lot shall have weather tight shell completed within one hundred twenty (120) days from the date of the ground breaking. All construction, including driveways and walkways, landscaping and the like on each Lot must be completed within nine (9) months after the date of issuance of a building permit.
8. **NUISANCES.** No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. **TEMPORARY STRUCTURE.** No structure of a temporary character, trailer, tent, clothesline, clothes poles or apparatus designed for the purpose of drying clothes or other articles, boats, trailers, campers, shacks or temporary structures or other temporary buildings may be stored, constructed or used on any Lot for any time, either temporarily or permanently, for any reason, unless screened from sight from roadways or other dwellings.
10. **ANIMALS.** No animals, livestock, poultry or reptiles of any kind shall be kept or bred on any LOT providing, however, that dogs or cats and other household pets may be kept on Lots so long as they are not kept, bred or maintained for commercial purposes and so long as such pets are not a nuisance to the other Lot Owners.
11. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground of rubbish, trash, new or used lumber, metal, scrap, garbage, or other waste, and such material shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition. Such containers shall not be placed outside the dwelling except on collection days and in accordance with the regulations of the collecting agency and such containers shall be placed in the rear or inside the dwelling unit promptly after garbage, trash and rubbish is removed.
12. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot by an Owner except for a real estate "For Sale" sign. The foregoing shall not restrict

the Declarant during construction and sale period of new homes being built on the Lots from using signs of any type.

13. **STORAGE OF VEHICLES AND BOATS.** No commercial vehicle, unregistered vehicle, boat, camper or off road vehicles shall be stored on any portion of a Lot unless stored in a garage.
14. **LAND USE.** The sole permitted use for a Lot is for one single family dwelling; except that the foregoing shall not prohibit any Lot from also being used for a professional office, provided that such office shall be situated in the dwelling of a such practitioner, shall have no more than one assistant regularly employed therein, shall comply with the Zoning By-Laws of the Town of Swansea, and shall not be used by any colleagues or associates.

The foregoing shall not preclude Declarant from constructing a model home on a lot or placing a construction trailer for use as an office during the development process.

15. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water within drainage easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which the Town of Swansea other public authorities or utility companies are responsible. Additional utility easements over and under any Lot for the installation of utilities to service that Lot as utility companies may require are hereby reserved. Such utility easements shall be ultimately granted to such utility companies.
16. **SIGHT DISTANCE AT INTERSECTION.** No wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **GRADING/DRAINAGE.** Declarant reserves to itself its successors and assigns, but specifically excluding Lot Owners the right and privilege from the date hereon to enter any Lot at any time to change the grade of the ground and/or install or change drainage control devices on the herein above described premises or any improvements so as to alleviate any possible drainage and/or run-off problems incurred in resulting from the development of the premises.

Drainage swales which have been constructed to facilitate the drainage of one or more adjoining building lots shall have no structures or planting thereon. Modifications to the grade swales are prohibited. The drainage swales shall be maintained continuously by the Lot Owner. The grading of a Lot by an Owner shall not be changed in any manner that will cause an adverse effect to the adjacent or abutting lots.

18. **TELEVISION AND RADIO TOWERS OR ANTENNA.** No radio, television or other tower, pole, aerials, satellite dish or antenna or television camera or other devices for the transmission or reception of electromagnetic signals shall be erected on any part of any Lot hereby including, but not limited to, radio or television mast antenna except a satellite dish not to exceed 18 inches in diameter or an antenna attached to a wall, roof or chimney of the house.

19. **HOLIDAY LIGHTS.** Holiday lighting shall be of a tasteful nature, respectful of neighbors.

20. **REBUILDING.** If all or any portion of a residence on a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Lot Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within thirty (30) days after the damage occurs, and shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

21. **REPAIR AND MAINTENANCE.** Each Lot Owner, at such Owner's sole cost and expense, shall be responsible for the maintenance of the Owner's Lot and shall repair, when necessary, the improvement made to said Lot to the extent necessary to keep said improvements in a condition comparable to its original condition, normal wear and tear excepted.

22. **DEVELOPMENT BY DECLARANT.** The Declarant is undertaking work of developing all lots included with the subdivision. The completion of that work, and the sale, rental or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be

established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

A: Prevent the Declarant, or the employees, contractors, or subcontractors of Declarant from doing on any part or parts of the subdivision owned or controlled by Declarant or their representatives; whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

B: Prevent the Declarant, or the employees, contractors, or subcontractors of Declarant from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant or their representatives, such structures as may reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of Lots by sale;

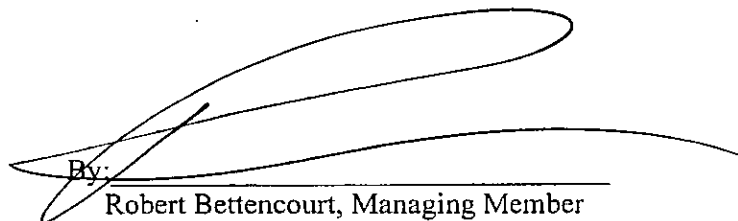
C. Prevent the Declarant, or the employees, contractors, or subcontractors of Declarant from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant or their representatives, the business of completing such work, of establishing of the subdivision as a residential community, and of disposing of Lots by sale.

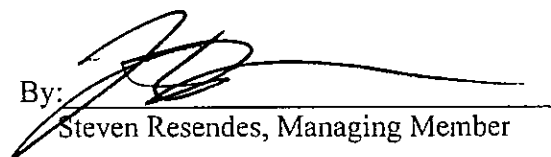
23. **WAIVER.** Any of the above restrictions may be waived by written permission of the Declarant in its sole discretion.
24. **SEVERABILITY.** Invalidation of any covenant or covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force or effect.
25. **DECLARANT NOT BOUND.** The Declarant reserves for itself, its mortgagees, its successors and assigns, its contractors, its agents, etc. the right not to be bound by any or all of the terms of the Declaration of Restrictive Covenants during the construction on the Lots more particularly described on the Plan.
26. **INVALIDATION.** Invalidation of any of these Restrictions by decree or other Court Order, shall not affect any of the other restrictions.
27. **AMENDMENT SUBDIVISION PLAN.** Declarant reserves the right to change alter or amend the said subdivision plan of "High Hill Estates" providing any change, alteration or amendment conforms at a minimum to the zoning ordinance or building laws of the Town of Swansea.

28. **ENFORCEMENT.** The violation or attempted violation of any covenant or Restriction in this Declaration is hereby declared to be a nuisance and may be remedied by appropriate legal proceeding.
29. **COST OF ENFORCEMENT.** In the event the Declarant or any lot owner, or their respective heirs, successors and assigns, enforces any of these protective covenants, restrictions, obligations, and conditions against the owner or owners of a lot who is in breach of violation thereof, all costs and expenses, including reasonable attorney's fees, incurred in such enforcement, shall be the obligation of and paid by the violating owner or owners. In the event any such owner or owners fail or refuse to pay such costs and expenses, a lien shall arise against such owner or owner's lot and shall continue thereon in favor of the Declarant or the lot owner, and their respective heirs, successors and assigns, upon recordation of a notice of such lien in the Bristol County Fall River District Registry of Deeds. Said lien shall be subordinate to any prior recorded mortgages on the lot made by the owner in good faith and for value. Interest shall accrue on the amount of said lien at the rate of twelve percent (12%) per year until all costs and expenses secured by such lien are paid in full.
30. **BENEFITTED AND BURDENED PARCEL.** Each of the lots created pursuant to the Plan shall be burdened by these restrictions upon the acquisition of the title by someone other than the Declarant or the Declarants Mortgagees.

IN WITNESS WHEREOF, the said **RBBC Properties, LLC** has caused its seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Robert Bettencourt, Steven Resendes, Peter J. Cannon and Francis Michael Barrett, III, its Managing Members this 4th day of November, 2014.

RBBC Properties, LLC

By: 
Robert Bettencourt, Managing Member

By: 
Steven Resendes, Managing Member



By: _____
Francis Michael Barrett, III,
Managing Member

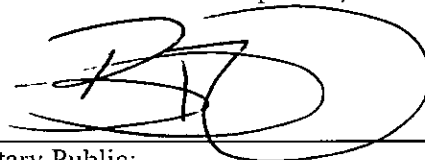


By: _____
Peter J. Cannon, Managing Member

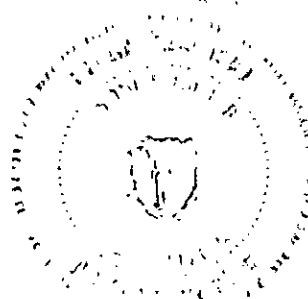
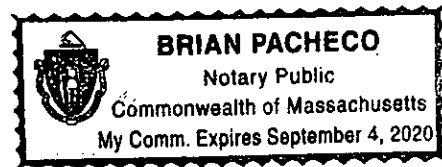
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 4th day of November, 2014, before me, the undersigned notary public, personally appeared Robert Bettencourt, Managing Member of RBBC Properties, LLC, proved to me through satisfactory evidence of identification, which was Mass. driver's license or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of RBBC Properties, LLC.



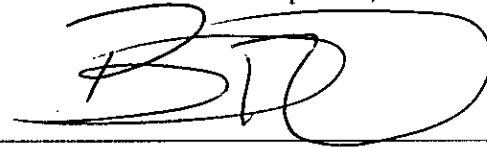
Notary Public:
My Commission Expires:



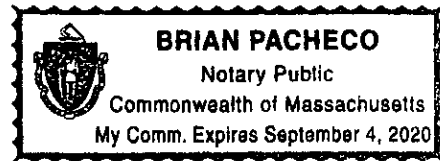
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 4th day of November, 2014, before me, the undersigned notary public, personally appeared Steven Resendes, Managing Member of RBBC Properties, LLC, proved to me through satisfactory evidence of identification, which was Mass. driver's license or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of RBBC Properties, LLC.



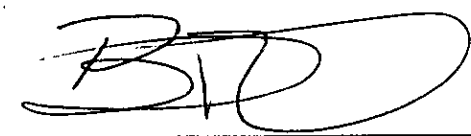
Notary Public:
My Commission Expires:



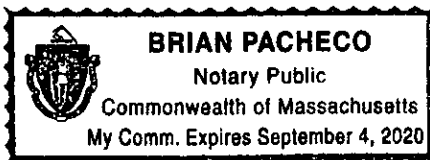
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this 4th day of November, 2014, before me, the undersigned notary public, personally appeared Francis Michael Barrett, III, Managing Member of RBBC Properties, LLC, proved to me through satisfactory evidence of identification, which was Mass. driver's license or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of RBBC Properties, LLC.



Notary Public:
My Commission Expires:

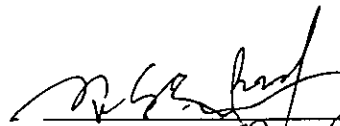


STATE OF CALIFORNIA

Los Angeles, ss.

On this 29th day of Oct, 2014, before me, the undersigned notary public, personally appeared Peter J. Cannon, Managing Member of RBBC Properties, LLC, proved to me through satisfactory evidence of identification, which was [] Mass. driver's license or [] _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of RBBC Properties, LLC.




Notary Public: Dong Guyn Kim
My Commission Expires: Jul 30, 2016