

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that JJAD, Inc., a corporation duly established under the laws of Massachusetts, and having its usual place of business at 85 Astor Avenue, Norwood, Norfolk, County, Massachusetts, (the "Declarant") being the owner of certain real estate situated in Middleborough, Plymouth, County, Massachusetts, which are lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81 and 82. within the subdivision known as Tanglewood (the "Development") as shown on a plan entitled "Definitive Subdivision Plans for Tanglewood, Middleborough, MA", dated December 31, 1998, and revised through June 26, 1999, prepared by Earth Tech for Bay Colony Investment and Development, Inc., which plan is recorded at Plymouth County Registry of Deeds as Plan No. 681 of 1999. For title to the property, see the following deeds:

- a. Deed from Roger H. Parent dated April 4, 1994 and recorded at the Plymouth County Registry of deeds in Book 12785, Page 227.
- b. Deed from the Co-operative Central Bank dated September 14, 1994 and recorded at the Plymouth County Registry of deeds in Book 13147, Page 341.
- c. Deed from Julia E. Bernier dated February 22, 1994 and recorded at the Plymouth County Registry of deeds in Book 12682, Page 073.
- d. Deed from the Cemetery at the Green dated June 19, 1998 and recorded at the Plymouth County Registry of Deeds in Book 16571, Page 99.

WHEREAS, the Declarant wishes to impose protective covenants and restrictions on the Development in order to create an attractive residential community;

NOW, THEREFORE, the Declarant hereby declares that the Development will be and is hereby subject to the following protective covenants and restrictions, as are hereinafter set forth:

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
17 SEP 1999 12:54PM
RICHARD C. SEIBERT
REGISTER
Bk 17873 Pg 311-316

A. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently.

B. ARCHITECTURAL APPROVAL

No building, fence, wall or other structure shall be commenced, erected or maintained, nor will any addition to or change or alteration therein be made, until a copy of the plan is submitted to and approved in writing by the Declarant. All designs and construction in the Development will be governed by the documented entitled "Tanglewood Design Guidelines" version: 1.0, Last Revision Date: 6/28/99, which document is filed with the Middleborough Planning Board and as such document maybe amended from time to time with the approval of the Middleborough Planning Board. If construction work has not begun or a written continuance has not been obtained from the Declarant within one (1) year of obtaining plan approval said approval will automatically expire. A re-application and re-approval, subject to any new guidelines or regulations, will then be necessary to begin construction. The Declarant, its successors, assigns or agents, shall have the right to waive such approval as to any lot in its sole judgment if such waiver is deemed to be desirable and the spirit and intent of these covenants are adhered to.

C. REPAIR REQUIRED DUE TO CONSTRUCTION

Each owner shall be directly responsible for the protection, repair or replacement of any and all curbing, right of way plantings, side walks and street pavement within the Development which are damaged as the result of construction activity. Such repair or replacement shall be complete enough to avoid the look of being patched or minimally repaired. Repairs shall be made as quickly after the damage occurs as is practical, but in no event shall the repair be made later than thirty (30) days after construction on the lot is completed.

D. CONSTRUCTION TIME LIMIT

Construction of any dwelling shall be completed within one (1) year of installation of the foundation, and any outbuilding shall also be completed within one (1) year of installation of the foundation for said outbuilding. Once construction of any dwelling or other improvements has begun

on any lot within the Development, it will continue without unreasonable delay until completion. In addition, all lots will be fully landscaped within one growing season of the date that the construction of the dwelling is completed on the lot. No bare or barren areas are to be left unlandscaped on any lot.

E. REGULATION OF VEHICLES

No unregistered vehicles or vehicles under repair will be kept on any lot except for those vehicles which are kept or maintained in the garage.

F. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and located at the rear of a dwelling.

G. PERSONAL PROPERTY

No storage of personal property on vacant lots shall be permitted.

H. ANIMALS

Dogs, cats or other household pets may be kept within the Development, provided that they are not kept, bred or maintained for any commercial purpose, unless permission is granted by the Declarant.

I. BUSINESS ACTIVITY

No business activity or commercial pursuit of any kind or nature, including conduct of a professional practice will be carried on upon any lot or parcel of land within the Development. No business sign will be displayed on any lot or attached to any dwelling or structure thereon. Nor will any so-called "professional shingle" be so displayed without specific written approval of the Declarant.

J. FUTURE USE OF STREETS AND UTILITIES

Reserving to the Declarant herein or any of them, their heirs, representatives or assigns, the right to connect any streets laid out on their remaining land or any abutting land acquired by them lying northerly, northeasterly and

easterly of the above described premises with any streets laid out by the grantee herein, its successors or assigns on the premises conveyed together with the right to connect with any sewer pipes, water pipes, surface drainage pipes, electric wires and utility pipes installed in any streets on the granted premises by the grantee herein, its successors or assigns; and to carry out the foregoing reservations, the grantors herein or any of them, their heirs, representatives or assigns may enter upon the premises hereby conveyed from time to time, for the purpose of using said streets laid out by the grantee, its successors or assigns for all purposes for which streets are commonly used and for purposes of constructing, repairing, connecting, maintaining, replacing or otherwise working with or on said pipes, wires, drains and roads provided the grantors herein or any of them, their heirs, representatives or assigns, leave the premises in the same general condition in which the same were before so entering.

K. ENFORCEMENT

Enforcement of the covenants set forth herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

L. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

M. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

N. AMENDMENT

For so long as the Declarant owns a lot shown in the Subdivision Plan, it hereby reserves the right to add to, modify or amend these protective covenants and restrictions in any manner it determines in its judgement to be

desirable, provided that a certificate setting forth such addition, modification or amendment, executed and acknowledged by the Declarant, its successors or assigns, is duly recorded with the Plymouth County Registry of Deeds. Such addition, modification or amendment shall in no way affect or impair buildings on any lots for which building permits have been issued prior to the date on which said certificate is recorded. In the event that the Declarant shall assign or transfer all of its interest in the Subdivision to another person, persons or entity (except for the sale of the last lot owned by the Declarant), this right to add to, modify or amend these protective covenants shall automatically be vested in such person, persons or entity. Notwithstanding anything contained herein to the contrary, no amendments affecting the "Tanglewood Design Guidelines" referred to in provision B shall be effective, unless also approved by the Middleborough Planning Board.

O. ASSIGNMENT

The Declarant, its successors and/or assigns, may assign any and all of its rights hereunder to any other party or entity.

EXECUTED as a sealed instrument this 31 day of AUGUST,
1999.

JTAD, Inc.

By: Jay Howland
As its PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

AUGUST 31, 1999

Then personally appeared the above named JAY HOWLAND, President
and acknowledged the foregoing instrument to be the free act and
deed, before me

Mary C. Adams
Notary Public
My commission expires OCTOBER 11, 2002.
Mary C. Adams