

## OLD HARVARD ESTATES

DECLARATION OF RESTRICTIONS  
AND RESERVATION OF EASEMENTS

This Declaration of Restrictions and Reservation of Easements is made this 22<sup>nd</sup> day of August, 1988 by OLD HARVARD PARTNERS LIMITED PARTNERSHIP, a Massachusetts limited partnership, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner in fee of the land known as Old Harvard Estates shown on a subdivision plan in (seven sheets) of land in Boxborough and Stow, Middlesex County, Massachusetts entitled "Plan of Land in Stow, MA (Middlesex County) A Definitive Plan in Boxborough, MA (Middlesex County)" dated August 14, 1987 by Beals and Thomas, Inc., recorded in Middlesex South District Registry of Deeds as Plan No. 1515 of 1987, Book 18665, Page 461, as amended by "Plan of Land in Boxborough, MA (Middlesex County) showing Lot Reconfiguration in Old Harvard Estates" dated May 31, 1988 by Beals and Thomas, Inc., recorded with said Registry as Plan No. 775 of 1988, Book 19112, Page 530, as amended by "Plan of Land in Boxborough, MA and Stow, MA (Middlesex County) showing Lot Reconfiguration in Old Harvard Estates" dated August 1, 1988 and revised August 15, 1988 by Beals and Thomas, Inc., recorded with said Registry as Plan \_\_\_\_ on August 30, 1988, as the same may be further modified or amended by instruments recorded in said Registry (hereinafter the "Subdivision Plan"); and

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WHEREAS, Declarant desires to restrict the nature and location of the improvements which may be made on the land shown on the Subdivision Plan in order to encourage the creation of an attractive residential community and enhance values; and

WHEREAS, Declarant desires to reserve certain easements in the ways, and in the numbered lots and other parcels of land shown on the Subdivision Plan. *X*

NOW THEREFORE, Declarant does hereby declare that the land shown on the Subdivision Plan shall be held subject to, and have the benefit of, the easements hereafter described and, further, that it shall be held subject to, and have the benefit of, the following PROTECTIVE COVENANTS AND RESTRICTIONS which shall run with said land and which shall remain in force until December 31, 2007, at which time they shall terminate unless a majority of the then owners of the numbered lots shown on the Subdivision Plan (hereinafter referred to as "Lots") shall agree in a recorded instrument to extend them in whole or in part:

1. Use of Lots. All Lots shall be used and occupied solely for one single-family residence, together with no more than two accessory buildings (in addition to any detached garage) normally appurtenant to single family residences as permitted by the Town of Boxborough zoning by-law. None of Lots 1 through 47 inclusive may be subdivided. No structure, tent, or shelter other than a completed house may be used even temporarily as a place of habitation on any such Lots. Temporary outbuildings

customarily used during construction of a residence are permitted only during such construction and may not be used as a place of habitation.

2. Common Areas. Parcels B, D & E shown on the Subdivision Plan shall be kept open and in a natural state (or landscaped) for the enjoyment of the owners of Lots and the public at large. The Declarant may retain title to said parcels or may convey the same to Old Harvard Homeowners Association, Inc., to the Town of Boxborough Conservation Commission, or to a private conservation organization, but if such a conveyance is made by the Declarant, it shall be for conservation purposes. The areas marked "Drainage Easement" on certain of the Lots shall be kept open and in a natural state except to the extent that they may be used for the purposes hereafter provided for.

3. Architectural Control. No improvements shall be made on any Lots, including fences and walls and landscaping, until a plan showing their location and design has been approved by an approval committee of three persons (the "Approval Committee"). The initial members of the Approval Committee shall be designated one by the Declarant, one by Boston Federal Savings Bank, and one by Coldwell Banker/Foster & Foster. Any party owning four or more Lots and the Building Inspector of Boxborough shall be invited to meetings of the Approval Committee but shall not be entitled to vote thereat. Any vacancies in the Approval Committee from time to time arising shall be filled by designation by the party who designated the member whose seat has

become vacant, except that Coldwell Banker/Foster & Foster may only fill vacancies so long as it is the exclusive broker for Old Harvard Estates. If it ceases to become the exclusive broker and its designee fails or ceases to serve, the vacancy shall be filled by a designee of the Declarant. Notwithstanding the foregoing, the terms of the members of the Approval Committee shall terminate when the Declarant no longer owns any Lots shown on the Subdivision Plan at which time the members of the Approval Committee shall be the Board of Directors of the Homeowners Association described below or its designees.

The Approval Committee shall act by a majority of its members. The designations of the original members of the Approval Committee and any designation to fill a vacancy shall be by a written instrument in recordable form which shall be recorded in the Middlesex South District Registry of Deeds. The Approval Committee's approval (or disapproval) of plans and specifications shall be in writing and in the case of an approval shall be in recordable form. In the event that the Declarant and the Approval Committee shall cease to exist, the design of any improvements shall be in harmony with improvements on the other Lots.

4. Size of Residences and Lot Amenities. No residence shall be constructed on any Lot having a habitable ground floor area, exclusive of open porches and garages, of less than one thousand two hundred (1,200) square feet or a total habitable area of less than two thousand six hundred (2,600) square feet

(exclusive of open porches, garages and unfinished attic and basement spaces) or a front width of less than seventy (70) feet (which may include wings, breezeways, and attached garages). Three bedroom residences shall have at least two thousand eight hundred (2,800) square feet of habitable floor area or a front width of at least seventy-five (75) feet. Four bedroom residences shall have at least three thousand (3,000) square feet of habitable floor area or a front width of at least eighty (80) feet. Every Lot shall have a garage (attached or detached) for at least two automobiles. Roofing materials shall be wood, asphalt shingles, tile, or slate. Siding materials shall be stone, brick, wood clapboard, stucco, or cedar shakes. No wall shall be more than forty percent (40%) glass. Building materials used for accessory buildings shall match those of the residence on the Lot. Driveways on the Lots shall be constructed of bituminous concrete, cement, or granite/brick pavers. Post lights of a design approved by the Declarant, or by the Approval Committee, shall be installed at the intersection of the driveway and the street from which it leads within twenty (20) feet of the street and ten (10) feet of the driveway. Fences or walls shall be constructed of wood, stone, or brick except that fences enclosing swimming pools or tennis courts may be vinyl coated chain link fencing. In order to preserve as much of the Lots in their natural state as possible, the maximum lawn area on any Lot shall be limited to twenty thousand (20,000) square feet. Any other cleared areas shall be naturalized with wood chips, ground

7. No Business Use of Residences. No business activities of any nature shall be conducted on any Lot except that a professional person permitted to maintain an office in his or her own residence under the Town of Boxborough Zoning By-Law shall not be prohibited by this Declaration from doing so.

8. Animals and Birds. No animals or birds shall be kept on any Lot except for normal household pets such as dogs, cats, or caged birds without the prior written consent of the Declarant or the Approval Committee. No more than two dogs and two cats shall be kept on any Lot.

9. Trash Receptacles. All rubbish and trash shall be stored in suitable containers with tops, and such containers shall be in turn stored in enclosed places such as in garages, cellars, or sheds.

10. Clothes Drying. Clothes shall not be dried on outside clothes lines visible from ways or other Lots.

11. Agricultural Activities. Agricultural activities such as vegetable gardening are not prohibited but must be conducted so as not to be visible from ways.

12. Fuel Tanks, Statuary, and Antennas. No external fuel tanks or other storage devices shall be so placed on any Lot as to be visible from ways. No statues or ornamental devices or structures of any kind may be placed on any Lot without the prior written approval of the Declarant or the Approval Committee.

cover, or planting. The first twenty-five (25) feet of land from rear and side lot lines shall be kept in a natural state, and no destruction of existing vegetation shall be permitted except in connection with the exercise of easement rights. All utilities between the street, near lot lines, and any structures or other improvements on a Lot shall be installed underground. All above-ground structures shall be setback at least fifty (50) feet from all lot lines.

5. Parking and Storage. No trucks, boats, boat trailers, campers, motor homes, house trailers, unregistered vehicles, off-road recreational vehicles, or commercial vehicles shall be parked or stored on any Lots or ways shown on said plan unless wholly contained in an enclosed garage, provided however that the foregoing restriction is not intended to prohibit routine truck deliveries of tradesmen. No off-road recreational vehicles shall be operated within Old Harvard Estates. No materials or parts of any vehicle shall be stored on any Lot.

6. Construction Activities. The erection of any structure after approval by the Declarant or the Approval Committee shall be carried forward to completion with diligence, without stopping, once begun; and, the exterior of any structure shall not be left incomplete for more than ninety (90) days from the commencement of framing. Any structure not substantially completed within one year after it is begun shall be removed, except that said one-year period shall be extended for any period during which construction activities are prevented by governmental regulation or acts of God.

13. Signs, Posters, Advertisements. No signs, posters or advertisements of any kind or description visible to public view, shall be erected, maintained or displayed on any Lot other than: (a) Usual small professional signs posted by a resident professional (b) "For Sale" signs no larger than six inches by twelve inches.

14. Maintenance Covenant; Nuisances. Lots shall be maintained in a generally neat and orderly condition. No nuisance shall be maintained or continued on any Lot.

The foregoing restrictions may be enforced by the Old Harvard Estates Homeowners Association, Inc., by the owners of record of any three (3) Lots shown on the Subdivision Plan, or by the Declarant for so long as the Declarant owns of record any Lots shown on the Subdivision Plan. The Declarant shall have the power to waive or release any of the foregoing restrictions so long as the Declarant owns of record any land shown on the Subdivision Plan.

#### EASEMENTS

Declarant reserves the following rights and easements in the land shown on the Subdivision Plan for so long as Declarant owns of record any land shown on the Subdivision Plan, and all Lots conveyed by Declarant shall be subject to said easements.

A. An easement to use all streets and ways shown on the Subdivision Plan and the "Access Easements" which cross Lot 21 and Lot 31 as shown on the Subdivision Plan, for all purposes for



which streets and ways are commonly used in the Town of  
Boxborough in common with others from time to time entitled to  
use the same, including the right to grant such an easement to  
others for the purpose of installing utilities or otherwise.

B. The right from time to time to grade, change the grade  
of, surface, landscape, and otherwise improve said ways and  
remove and dispose of soil therefrom and cut trees and brush  
thereon and the right to petition the Town of Boxborough to take,  
lay out, and accept such ways, or any part thereof, as public  
ways and to execute and deliver to said Town as agent for all  
owners of Lots shown on the Subdivision Plan appropriate instru-  
ments to release said Town from any claims for damages on account  
of any taking or laying out of such ways as public ways.

C. An easement for the installation, use, maintenance,  
replacement and removal of underground sewers and drains,  
together with related equipment, and for discharging ground and  
surface water runoff in all areas marked "Drainage Easement"  
shown on the Subdivision Plan; and, in addition thereto, an  
easement for such purposes and for the installation, use,  
maintenance, replacement and removal of underground water lines,  
gas pipes, electric and telephone lines, and other public  
services together with related equipment in an area between the  
rear lot line of each Lot and a line parallel to said rear lot  
line and ten (10) feet distant from said lot line in the interior  
of said Lots. The rear lot line of corner Lots shall be deemed  
to mean both interior lot lines. Declarant shall also have the  
right to grant such an easement to others.

D. An easement for the installation, use, maintenance, replacement and removal of underground sewers and drains to drain ground and surface water and storm water runoff from Steele Lane and Old Harvard Road and Lots abutting the same through the area marked "drainage easement" which crosses Lots 48, 42, 43 and 47 shown on the Subdivision Plan and onto the Drainage Easement granted by The Inhabitants of the Town of Boxborough to Declarant recorded June 15, 1988 in Middlesex South Registry of Deeds, Book 19123 Page 137, and shown on Plan No. 785 of 1988 recorded herewith.

E. An easement to drain ground and surface water and storm water runoff from Robinson Road and Old Harvard Road and Lots abutting the same onto the Drainage Easement granted by The Inhabitants of the Town of Boxborough to Declarant recorded June 15, 1988 in Middlesex South Registry of Deeds, Book 19123 Page 140, and shown on Plan No. 786 of 1988 recorded herewith.

#### HOMEOWNERS ASSOCIATION

1. Membership. The owner of record of each Lot shall automatically become a member of Old Harvard Estates Homeowners Association, Inc. (the "Homeowners Association") in accordance with and subject to the provisions and requirements of its Articles of Incorporation, its By-Laws, and rules and regulations from time to time adopted thereunder. Each Lot shall have one vote in the Homeowners Association, regardless of the number of owners of such Lot.

A Lot owner's membership and privilege to use the Common Areas owned or maintained by said Homeowners Association may be suspended by a majority vote of the Board of Directors of said Homeowners Association upon (i) non-payment of assessments to the members made by said Homeowners Association for the costs and expenses of operating, maintaining and improving the Common Areas, or (ii) conduct by the Lot owner, and/or such member's family members, guests, agents, lessees, sub-lessees or any others whose use of Common Areas is derived from such member's Lot, involving damage or destruction to the Common Areas or failure to comply with the provisions of the By-Laws and applicable rules and regulations adopted thereunder by said Homeowners Association, provided, however, that the Lot owner shall be given written notice, including a statement of the reasons for consideration of possible suspension and a reasonable opportunity to be heard prior to any such suspension, and further provided that no such suspension shall deny the Lot owner and those claiming under him the right to use the roads in the subdivision for access to and from the owner's Lot.

2. Assessments. The Homeowners Association shall adopt, in accordance with its By-Laws, annual budgets for the cost of operating, maintaining, landscaping, repairing, improving, insuring and providing security for the Common Areas of the subdivision and enforcing the provisions of this Declaration. The amount of such budget, which may include reasonable reserves for working capital and capital improvements and replacements, after

allowance for any anticipated user fees, contributions, insurance proceeds, dedicated reserves, and other funds or income, shall be assessed by the Homeowners Association to the owners of the Lots pro rata according to the number of Lots. Each such Assessment, together with interest thereon and any costs of collection as hereinafter provided, shall be the personal obligation of the owner(s) of each Lot. A Lot owner shall be obligated to pay all Assessments during any suspension as a member of the Homeowners Association and notwithstanding that (s)he does not use the Common Areas.

3. Lien for Assessments. If an Assessment is not paid on the date when due, then such Assessment shall be delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the respective Lot and the improvements thereon, which shall bind such property in the hands of the then owner of such Lot, his heirs, devisees, personal representatives, successors in title and assigns, provided, however, that a transfer of title shall not relieve such owner of his personal liability to pay any Assessment unless his successor expressly assumes such obligation in a writing delivered to the Homeowners Association.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at lower of (i) one and one-half percent (1.5%) per month or (ii) the highest rate allowed by law, and the Community Association may, seven (7) days after giving written notice to the

mortgagee(s), if any, holding a mortgage covering the Lot in question, bring an action to foreclose the lien against such Lot and the improvements thereon, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action; and, in the event a judgment is obtained, such judgment shall include interest on the Assessment the costs of the action and any other collection costs.

The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages, now or hereafter placed upon the Lot subject to such Assessment, which are held by a commercial or financial institution in the business of granting or investing in residential mortgage loans (an "Institutional Mortgagee") provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Lot and improvements thereon pursuant to a foreclosure, or any other proceeding or transfer in lieu of foreclosure. Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly and at their sole option, to pay any Assessments which are in default and which may or have become a charge against any Lot and improvements thereon.

4. Statement of Unpaid Assessments. The Homeowners Association shall promptly provide any member requesting the same in writing a written statement of all unpaid Assessments due from such member in form suitable for recording. The recording of such statement with said Registry of Deeds shall operate to dis-

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charge the member's Lot from any lien for any Assessments not described in such statement which were due prior to the date of such statement.

WITNESS the execution hereof under seal on the date first above set forth.

OLD HARVARD PARTNERS LIMITED PARTNERSHIP  
By its General Partner,  
LEADER CORPORATION

By Roland H. Sherman, Vice President

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 22, 1988

Then personally appeared the above named Roland H. Sherman in his capacity as Vice President of LEADER CORPORATION and acknowledged the foregoing instrument to be the duly authorized free act and deed of OLD HARVARD PARTNERS LIMITED PARTNERSHIP, before me

Bruce C. Ramsey  
Notary Public BRUCE C. RAMSEY, Notary Public  
My Commission Expires Sept. 20, 1989  
My Commission Expires:

FORM CD 150 Rev. 4-84 20M-509221

"EXHIBIT" ☆ ☆

## The Commonwealth of Massachusetts

Office of the Secretary of State  
One Ashburton Place, Boston, MA 02108  
Michael Joseph Connolly, Secretary

## ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

## NAME

## RESIDENCE

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

Bruce C. Ramsey

28 Goodhue Street  
Ipswich, MA 01938

88 194077

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

OLD HARVARD ESTATES HOMEOWNERS ASSOCIATION, INC.

2. The purposes for which the corporation is formed is as follows:

To be the association of lot owners of the Old Harvard Estates subdivision in the Towns of Boxborough and Stow, Middlesex County, Massachusetts for the purpose of taking title to, maintaining and operating the roadways and other common property in said subdivision pursuant to and as more particularly described in the Old Harvard Estates Declaration of Restrictions and Reservation of Easements to be recorded in the Middlesex County South District Registry of Deeds.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

## OLD HARVARD ESTATES HOMEOWNER ASSOCIATION, INC.

## CONTINUATION SHEET

"2"

All such activities shall serve the end that the corporation shall be a local civic organization which will enhance, beautify, improve, repair and maintain the common property for the benefit of the members of the corporation and for the general benefit of the Town of Boxborough, Massachusetts.

It is intended that the corporation be an exempt organization under Sections 501 (c) (3), (c) (3), (c) (4) or (c) (7) of the Internal Revenue Code of 1986, as now in force or as hereafter amended, if it can so qualify consistent with the provisions hereof.

The corporation shall have such other purposes as are permitted to a corporation organized under Chapter 180 of the General Laws of the Commonwealth, as now in force or as hereafter amended, but only to the extent that the status which the corporation may then have as an exempt organization under Section 501 (c) of the Internal Revenue Code of 1986, as now in force or as hereafter amended, is not affected by the inclusion of such other purposes.



OLD HARVARD ESTATES HOMEOWNERS ASSOCIATION, INC.

CONTINUATION SHEET

"4"

4. Other lawful provisions for the conduct and regulation of the corporation's business:

Subject to all limitations set forth in, or referred to by, other provisions of these articles, this corporation shall have, and may exercise in furtherance of its corporate purposes,

- (1) All of the powers specified in section 9 of Chapter 156B of the Massachusetts General Laws amended from time to time except the powers referred to in paragraph (m) thereof, and
- (2) All other powers necessary or convenient to effect any and all of the purposes for which the corporation is formed;

provided that no such power shall be exercised in a manner inconsistent with Chapter 180 or any other chapter of the General laws of the Commonwealth of Massachusetts.

To the fullest extent permissible under the laws of the Commonwealth of Massachusetts, as such laws now exist or hereafter may be amended, no director of the corporation shall be personally liable to the corporation or its Members for monetary damages for any breach of fiduciary duty as a director or officer. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date upon which this provision becomes effective. No amendment or repeal of this provision shall adversely affect the rights and protection afforded to a director under this provision for acts or omissions occurring while this provision is in effect.

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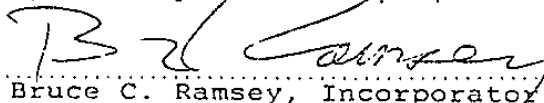
5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.
  - a. The post office address of the initial principal office of the corporation in Massachusetts is:  
1840 Massachusetts Avenue, Lexington, MA 02173
  - b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	David F. Holland	17 Ledgewood Circle Topsfield, MA	Same
Treasurer:	Stephen F. Kelly	31 Ruthellen Road Framingham, MA 01701	Same
Clerk:	Bruce C. Ramsey	28 Goodhue Street Ipswich, MA	Same
Directors: (or officers having the powers of directors)			
	Edward P. Callahan	32 The Great Road Maynard, MA 01754	Same
	David F. Holland	See Above	
	Stephen F. Kelly	See Above	

- c. The date initially adopted on which the corporation's fiscal year ends is:  
December 31
- d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:  
Fourth Wednesday in April
- e. The name and business address of the resident agent, if any, of the corporation is:  
N/A

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 1st day of July 1988

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

  
Bruce C. Ramsey, Incorporator

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

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SECRETARY OF THE  
COMMONWEALTH

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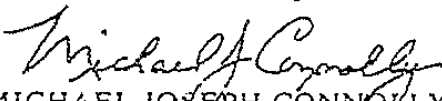
CORPORATION DIVISION

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 12th day of July 1993

Effective date

  
MICHAEL JOSEPH CONNOLLY  
Secretary of State

TO BE FILLED IN BY CORPORATION  
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO: Corporate Paralegal

Peabody & Brown

One Boston Place

Boston, MA 02108

Telephone 723-8700

Filing Fee \$30.00

Copy Mailed