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**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
APPLE D'OR FARMS  
LITTLETON, MASSACHUSETTS**

This Declaration dated this Day of January 21, 2000 by Littleton Land Corporation, a Massachusetts corporation, located at 150 Wood Road, Braintree, MA.

**WITNESSETH**

WHEREAS, EN-DE-CON, INC., as owner of certain land in Littleton, Massachusetts, declared certain Protective Covenants dated July 24, 1961, and recorded with Middlesex South District Registry of Deeds in Book 9860, Page 112 ("1961 Covenants").

WHEREAS Littleton Land Corporation, hereinafter referred to as "Declarant" is the successor in title to EN-DE-CON, INC. as to a majority of the lots originally covered by the 1961 Covenants and owner of a certain parcel of (the "Land") located in Littleton, Massachusetts, being 68 Lots as shown on three (3) Plans of Land (collectively, "Plans") as follows: "A Plan of Land entitled "Apple D'Or Farms, Red Line Revisions, Definitive Subdivision Plan of Land in Littleton, Massachusetts" dated April 10, 1997 and recorded with Middlesex South Registry of Deeds as Plan Number 169 of 1998 being comprised of Lots 61, 62, 93, 94, 95 and 96 as shown thereon; and

A Plan of Land entitled "Phase II Apple D'Or Farms, Definitive Subdivision Plan of Land in Littleton, Massachusetts" dated January 2, 1998 and recorded with said Deeds as Plan Number 704 of 1998 being comprised of Lots 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A, 43A, 44A, 56A, 57A, 58A, 59A and 60A as shown thereon; and

A Plan of Land entitled "Apple D'Or Farms Plan of Land in Littleton, Massachusetts prepared for E.J. DiCarlo prepared by J.D. Marquedant & Associates, Inc. dated September 8, 1999 and recorded with Middlesex South Registry of Deeds as Plan Number 1419 of 1999 being comprised of Lots 16A, 17, 18A, 19A, 20, 21A, 22A, 23B, 24B, 25B, 26B, 27B, 28B, 29B, 30B, 31B, 32B, 33B, 45A, 46A, 47A, 48A, 49A, 50A, 51A, 52A, 53A, 54A, 55B, 72A, 73A, 74A, 75A, 76A, 97A, 98A, 99A, 100A, 101A, 102A, 103A, 104A, 105A, 127A, and 128A.

WHEREAS the 1961 Covenants provide that a majority of the then owners of the lots may change the 1961 Covenants in whole or in part by an instrument signed by said majority and recorded; and

WHEREAS the Declarant desires and intends to amend the 1961 Covenants in order to impose certain new conditions, covenants restrictions, reservations and agreements upon the Land and any subsequent owner of the Land or any part thereof.

NOW THEREFORE, the Declarant hereby amends the 1961 Covenants declares that each lot shown on the aforementioned Plans of the Land (individually, a "Lot" and collectively the

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“Lots”) shall be held and conveyed subject to easements, conditions, covenants, restrictions, reservations and agreements, as hereafter set forth.

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, with an attached two or three car garage. Provided, however, that other exterior appurtenant structures, including swimming pools, tennis courts and utility or storage structures ancillary to the residential use of the Lot may be permitted if and only if such structures are approved in accordance with the provisions of Paragraph 5 hereof entitled “Architectural Control.”
2. **DWELLING QUALITY AND SIZE:** The minimum dwelling size permitted on any Lot exclusive of open porches, breezeways, attics, basements and garages shall not be less than 2,400 square feet of finished living area. Basements of dwellings and garages, whether or not finished and heated shall not be included for purposes of determining the total of finished living space. Each dwelling shall have an attached garage for not less than two (2) automobiles.
3. **LOCATION STRUCTURES:** Dwellings, buildings and all other structures erected on any Lot shall comply with the set-back requirements of the zoning by-laws of the Town of Littleton, and all other applicable governmental laws, rules and regulations, when they are erected. Issuance of a Certificate of Occupancy from the Town of Littleton shall be evidence of compliance with this provision.
4. **SUBDIVISION OF LOTS:** No Lot shall be further subdivided in any manner whatsoever without the prior express written permission of the Declarant or its assigns.
5. **ARCHITECTURAL CONTROL:** No dwelling, building fence, or any other structure, including the alteration of existing contours of land, shall be erected, placed or altered on any Lot until and unless plans showing the nature, kind, shape, height, materials, floor plans, exterior color schemes and location of such dwelling, building fence or other structure on the Lot , and also showing the final contours of the Lot have been submitted to and approved in writing by the Declarant or its assigns, which approval shall not be unreasonably withheld.

Declarant or its assigns shall have the right to disapprove any such plans or specifications, which are not suitable or do not display the aesthetic appeal that these covenants and restrictions are intended to engender, in the reasonable judgment of Declarant or its assigns.

In making such decisions, consideration will be given to the suitability of the proposed dwelling, building, fence or other structure on the Lot , the materials with which it is to be constructed, the color scheme, the site on which it is proposed and the location on such site, the harmony thereof with the surroundings and the effect of such proposed dwelling.

building, fence or other structure as planned, with the character of aesthetic for adjacent or neighboring property.

Neither Declarant nor its employees nor its successors or assigns shall be liable in damages to anyone submitting any plans or requests to them for approval or to any other party affected by these covenants arising out of or in connection with approval, disapproval or failure to approve such plans or requests by reason of mistaken judgement, negligence or nonfeasance, provided such decision to approve is undertaken in good faith.

Provided, further, that any and all construction shall be subject to the following terms and conditions:

- A. **BUILDING MATERIALS:** Siding materials for any dwellings, buildings, or other structures erected on any Lot shall be of masonry, clapboard, cedar shakes, vinyl siding or other quality finish with no tar paper, tarred shingles or other types of tarred siding. Roofing materials of all such dwellings, buildings or other structures shall be cedar shakes, architectural asphalt shingles (25-year life minimum) or slate. No roofs shall have a pitch with a rise of less than one (1) inch per run of eight (8) inches unless as secondary portions of roof systems, i.e. bump-outs or bay windows. All driveways shall be paved with bituminous concrete (asphalt) or other alternative paving materials as may be approved by the Declarant or its assigns from time to time on a per Lot basis, which approval shall not be unreasonably withheld.
- B. **LICENSED CONTRACTORS:** All dwellings, buildings, or other structures erected on any Lot shall be constructed by a contractor who is licensed and in good standing with the laws of the Commonwealth of Massachusetts. Any foreign corporation or entity shall have filed with the Secretary of the Commonwealth those documents required to do business in the Commonwealth as a foreign corporation or entity. Declarant shall require that owners submit a copy of said license along with the submission of the plans and specifications for the structure to be erected.
- C. **TIME FOR COMPLETION:** All dwellings, buildings and other structures erected on any Lot shall be promptly and expeditiously completed as to their exteriors, including paint, stain, varnish, and exterior surfaces of the foundation, within eight (8) months after construction is commenced. All landscaping, grading, driveway surfacing in connection therewith shall be completed, weather permitting, within three (3) months after construction is completed.
- D. **APPURtenant STRUCTURES:** There shall be no more than one free standing appurtenant structure per Lot in addition to any detached garage. The area of the floor space shall not be more than two hundred (200)

square feet. No appurtenant structure shall be closer to the street or street bordering the Lot on which the accessory building is located than the house which is located on such Lot. No appurtenant structure shall be closer than sixty (60) feet from a property line unless first specifically approved in writing by the Declarant or its assigns but not, in any event, closer to a property line than is permitted by the law or as specified in this Declaration of Protective Covenants. The building materials used to construct an appurtenant structure shall match those used in the construction of the dwelling house on the Lot.

E. **PLANTINGS:** All required ground cover and plantings shall be installed at the earliest time that is reasonable to do so in relation to the final grading of the Lot and weather permitting.

6. **PROHIBITED USES:** No raising or keeping of animals, livestock or poultry of any kind except household pets belonging to the Lot owners, and no maintenance of a breeding or boarding kennel for dogs, cats, rabbits, pigs, sheep, goats, horses, cattle, or other such farm animals for household or commercial purposes shall be permitted on any Lot .

7. **VEHICLES:** No trailers, boats, campers, mobile homes, trucks (non-sport utility vehicles) or commercial vehicles may be stored or parked on any Lot or on any adjoining roads, walks or trails. No unregistered or non-operative non-commercial vehicles shall be stored, parked or permitted on any road, walk or trail on the Land.

8. **PROHIBITED STRUCTURES:**  
Without limiting in any way the provisions of any other Paragraph of this Declaration of Protective Covenants:

A. No free standing television aerials or antennas or satellite dishes or similar electronic transmission equipment shall be permitted on any Lot with the exception of 18" or smaller DSC type satellite dishes, which will require approval by the Declarant or its assigns as to location.

B. No aboveground swimming pools shall be permitted.

C. No trailer, mobile home, tent, shack, garage or other outbuilding shall be erected or used on any Lot at any time as a separate residence, temporary or permanent,

D. No artificial vegetation is permitted on the exterior of the properties. The Declarant must approve exterior sculptures, fountains, flags, non-conventional mailboxes, and similar items before being placed on any Lot .

E. No window-mounted air conditioners or heaters are permitted.

9. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot: except for one (1) standard residential real estate sign of not more than two (2) feet by three (3) feet advertising the Lot for sale, or small sign identifying a lot owner's name and/or street address that may be attached to a lamp post or mailbox.
10. **OFFENSIVE ACTIVITIES:** No obnoxious or offensive activities shall be carried on upon any Lot which may be or may become an unreasonable annoyance or nuisance to others.
11. **MAINTENANCE OF LOT:** Each Lot owner shall be obligated to maintain and keep in good order and repair his or her respective Lot and any dwelling or other structure thereon. Each Lot owner shall keep his or her respective lot in a good state of maintenance and cleanliness and shall keep lawns mowed and raked. Nothing shall be done on any lot, which shall affect the structural integrity of said Lot or any dwelling or structure therein. All Lots shall be kept clear of rubbish, debris, and other unsightly materials.
12. **AGRICULTURAL PRODUCTS:** No agricultural products of any type or kind whatsoever shall be grown on the Land for commercial purposes or shall be offered for sale.
13. **PROHIBITION ON YARD SALES:** No yard sales, rummage sales otherwise shall be conducted on any Lot without consent of the Declarant or its assigns, which consent shall not be unreasonably withheld.
14. **ACCUMULATION OF ADJOINING PROPERTY:** The Declarant may purchase and subdivide additional parcels of land and combine said parcels into the Apple D'Or Subdivision community. Said additional acreage may be accessed through Apple D'Or Subdivision at the Declarant's option.
15. **ENFORCEMENT:** Enforcement of the conditions, covenants, restrictions and reservations set forth herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such condition, covenant, restriction or reservation. However, so long as Declarant shall retain record title to any Lot Declarant shall have the sole authority and right to enforce and/or modify the conditions, covenants, restrictions and reservations of this Declaration.
16. **AMENDMENT OF RESTRICTIONS:** Declarant hereby reserves the right to amend these restrictions so long as it is the owner of any Lot. Once Declarant no longer owns any of the Lots, these Covenants may be amended or terminated by the vote of a majority of the Lot owners of record. Each Lot shall have one vote regardless of common ownership.
17. **ASSIGNMENT:** Declarant hereby reserves the right to specifically assign all its rights and powers established hereunder to any other person or entity that may acquire all of its

remaining Lots at the time of such assignment, provided there exists at least 2 Lots and some have not been substantially improved.

At such time as dwellings have been constructed on substantially all Lots shown on the Plan of Land, and Declarant ceases to retain record title to any Lot shown on the Plan of Land, then all authority, rights and powers provided to Declarant hereunder, shall, without further action on the part of Declarant, be assigned to those persons or entity designated in writing (which writings shall be recorded with said Deeds) by a majority of the Lot owners such as a homeowners association or trust for the benefit of the Lot owners; and those persons or entity may thereafter exercise all authority, rights, and power of the Declarant set forth in this Declaration.

18. **PERIOD OF COVENANTS:** These covenants and restrictions shall run with the land and shall remain in effect for a period of thirty (30) years from the date hereof, unless sooner terminated, as provided herein.
19. **NOTICE:** Any notice required to be sent to Declarant under the provisions of this declaration shall be deemed to have been properly sent when mailed certified mail, return, receipt requested to the address of Declarant recited herein.
20. **WAIVER:** No approval of, or failure to disapprove, any plans or specifications presented as herein provided and waiver of any of the foregoing restrictions, conditions, covenants and reservations, as to any Lot, parcel or plot shall not constitute a waiver of such or any conditions, covenants restrictions or reservations as to any other Lot, parcel or plot.
21. **UTILITIES:** Any and all utility lines pipes or wires, serving the Lots shall be underground.
22. **COMPLIANCE WITH ALL LOCAL AND STATE RESTRICTIONS:** All lots are subject to and all owners will comply with the following requirements issued by local and state authorities for the Land:
  - (a) "Order of Conditions" issued by the Town of Littleton, recorded in Book 07469, Page 022;
  - (b) "Certificate of Approval of Definitive Plan" issued by the Town of Littleton Planning Board dated May 22, 1998 and recorded with said Deeds as Instrument Number 977 of January 12, 2000.
  - (c) Amendment to Certificate of Approval of a Definitive Subdivision Plan dated August 26, 1999 and recorded with said Deeds as Instrument Number 978 of January 12, 2000.
  - (d) Certificate of Approval for Red-Line Revision of a Subdivision Plan dated August 28, 1997 and recorded with said Deeds as Instrument Number 975 of January 12, 2000.

- (e) Amendment to Certificate of Approval for Red-Line Revision of a Definitive Subdivision Plan dated August 26, 1999 and recorded with said Deeds as Instrument Number 976 of January 12, 2000.
- (f) Order of Conditions under the Massachusetts Wetlands Protection Act DEP File No. 204-328 recorded with said Deeds Book 28711, Page 213.
- (g) Order of Conditions under the Massachusetts Wetlands Act DEP File No. 204 – 326 recorded with said Deeds Book 28711, Page 220.

23. **ROADWAY OBLIGATIONS:** Until such time as the streets and ways shown on the Plans are accepted by the Town of Littleton as public ways Declarant covenants to provide snow removal services as reasonably necessary and the owners of the Lots shall be responsible for their respective pro rata share (1/68 per lot) of the cost for snow removal incurred by the Declarant and Declarant shall be responsible for the balance. Declarant will invoice the lot owners for his/her/their/its share of said cost and include therewith a copy of the snow removal invoice billed to Declarant. The Lot owners shall pay their respective shares within thirty (30) days of receipt. Promptly upon request, Declarant will provide a recordable certificate that fees are paid for such Lot.

24. **PERFORMANCE GUARANTY:** The Purchaser of any vacant lot or lots affected hereby shall deliver to Declarant at the time of closing a Performance Guaranty in the amount of \$2,500.00 (per Lot). Said funds shall be held in escrow by Declarant's attorney pending completion of all work on the Lot. Upon completion of said work the Purchaser shall make a written request to Declarant that Declarant inspect the Lot and abutting roadways (a "Request") to confirm that: 1. The dwelling/improvements constructed thereon are consistent with the design review provisions as set forth previously herein and, 2. No damage has been done to the roadway including but not limited to shoulders, curbing, berms, sidewalks, road surfaces and subsurfaces and the like, by Purchaser, its agents, servants, contractors, subcontractors, vendors and or employees. The Declarant shall within three (3) business days of receipt of the Request execute and forward to the Purchaser an affidavit verifying its inspection and noting thereon any damage or non-conformity. Purchaser agrees to remedy any deficiencies noted by Declarant immediately. Once said deficiencies have been, corrected Declarant will promptly return the Performance Guaranty funds and deliver to Purchaser a Certificate of Compliance in recordable form. In the event Purchaser shall fail to correct any deficiency or non-conformity set forth in Declarant's Affidavit, Declarant shall have the right, after written notice to Purchaser to use the Performance Guarantee or any portion thereof to remedy said deficiency and/or non-conformity and to hold Purchaser liable for any additional cost beyond the Performance Guaranty reasonably incurred by Declarant to correct said deficiencies or non-conformity; any balance of such Performance Guaranty shall be returned promptly to Purchaser.

25. **EROSION CONTROL** Any construction, landscaping or other work to be performed on any Lot must be done in a manner so as to prevent erosion on said Lot and to comply with any and all federal, state and local environmental laws, regulations and by-laws. (Hereinafter referred to collectively as "Environmental Laws"). Any Lot owner who fails after notice to prevent erosion or to bring said Lot into compliance with Environmental Laws shall be liable to Declarant for the cost to Declarant to take whatever action is necessary in Declarant's sole discretion to remedy any Purchaser deficiencies related to erosion and/or violation of Environmental Laws.

26. **CERTIFICATES OF APPROVAL** If requested in writing, Declarant will provide a Certificate of Approval in recordable form for all plans, improvements, designs, out buildings, accessory uses, etc. Declarant will use all reasonable efforts to forward said Certificate within a reasonable time after receiving a written request for same.

27. The 1961 Covenants replaced and superceded hereby for all of the Lots. The 1961 Covenants shall remain in full force and effect as to those lots not included within the definition of the "Land", as stated herein.

IN WITNESS WHEREOF, the said Littleton Land Corporation has caused its seal to be affixed hereto and those presents to be signed, acknowledged and delivered in its name and behalf, by the President, this 21<sup>st</sup> day of January, 2000.

LITTLETON LAND CORPORATION

By Stephen F. Volta

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 21, 2000

Then personally appeared the above-named Stephen F. Volta, Littleton Land Corporation, as aforesaid, and acknowledged the foregoing to be the free act and deed of Littleton Land Corporation before me

Notary Public

PAUL A. COSTELLO, JR.  
My Commission Expires: Notary Public

My Commission Expires August 24, 2001