

**Locus: Turtle Run
Harwich, Massachusetts**

DECLARATION OF PROTECTIVE COVENANTS

DECLARATION made this _____ day of _____, 2022, by **EASTWARD MBT, LLC, Trustee of EASTWARD COMPANIES BUSINESS TRUST**, under Declaration of Trust dated December 26, 2000, as amended of record (see C. 184 s. 35 Trustees Certificate filed with the Barnstable Registry District of the Land Court (“Registry”) as Document No. 12667260), a Massachusetts Business Trust, with a mailing address of 155 Crowell Road, Chatham, MA 02633 (“Declarant”).

WITNESSETH:

WHEREAS, DECLARANT is the Owner of land situated in Harwich, Barnstable County, Massachusetts, hereinafter described, and is desirous of creating an attractive residential community; encouraging harmonious and pleasing homes; assuring a high quality of community appearance; preserving and protecting the natural character of the land, conserving the trees, shrubbery and other natural features for the benefit of all Property Owners; preventing nuisances, to maintain the desired tone of the community and to thereby secure to each site Owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site Owners; and

WHEREAS, DECLARANT desires to provide and insure the preservation of the values in said community and, to this end, desires to subject the real Property together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, and liens hereinafter set forth, each of which is and are to be for the benefit of said Property and each Owner there of;

NOW, THEREFORE, DECLARANT declares that the land in Harwich, Barnstable County, Massachusetts, consists of Lots 1, 2, 3, 4, and 5, Open Space Lots A and B, and the fee in the way abutting said Lots being Turtle Run, all as shown on a definitive subdivision plan entitled, “Division Plan in Harwich, MA as prepared for Eastward Companies Business Trust, Scale: 1” = 40’, Dated: 4/8/22, Revised: _____, Clark Engineering LLC”, and recorded with Barnstable County Registry of Deeds in Plan Book _____, Page _____, and such additions thereto as may hereinafter be made is and shall be held, transferred, sold, conveyed and occupied subject to and with the benefit of the covenants, restrictions, easements, charges, hereinafter set forth:

1. Definition of Terms. Whenever used in this Declaration, the following terms shall have the following meanings:
 - A. “Declarant” shall mean the owner of the real estate, its executors, successors, or assigns.

- B. “Declaration” shall mean this entire document entitled “Declaration of Protective Covenants”.
 - C. “Improvement(s)” shall mean any improvements, structural or otherwise, alterations, additions, repairs, excavation, grading, landscaping, or other work which in any way alter any lot, including but not limited to, dwelling units, buildings, outbuildings, additions, swimming pools, patio covers, awnings, the painting or other change of any exterior surfaces of any visible structure, walkways, outdoor sculptures or artwork, sprinkler or irrigation systems, garages, carports, roads, driveways, parking areas, ponds, ditches, fences, screening walls, retaining walls, stairs, decks, flag poles, fixtures, landscaping (including the addition, alteration, or removal of any tree, shrub or other vegetation), hedges, windbreaks, plantings, planted trees, and shrubs, gardens, poles, signs, and tanks, exterior air conditioning, utilities, antennae, and satellite dishes or receivers. Once an Improvement has been constructed or accomplished on a lot, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an “Improvement” hereunder.
 - D. “Lot” refers to each of the above-numbered Lots.
 - E. “Owner” or “Owner of Lot” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.
 - F. “Plan” refers to the definitive subdivision plan entitled, “Division Plan in Harwich, MA as prepared for Eastward Companies Business Trust, Scale: 1” = 40’, Dated: 4/8/22, Revised: _____, Clark Engineering LLC”, and recorded with Barnstable County Registry of Deeds in Plan Book _____, Page _____.
 - G. “Property” shall mean and refer to that land shown on the Plan and such additions thereto.
 - H. “Road” shall mean and refer to Turtle Run as shown on the Plan.
2. Subdivision of Lots and Use.
- A. There shall be no more than one (1) principal house and such other buildings and structures permitted by the Town of Harwich Zoning By-Law on a Lot.
 - B. The Property shall not be used for business, professional, or industrial purposes. No storage of materials or public display of goods for sale shall be made, nor shall any advertising display be permitted. In no event shall the premises be used for any purpose which might be or become detrimental to the neighborhood as a desirable residential area.

3. Building Approval. No structure, building or improvements shall be commenced, erected, placed, maintained, or moved, nor shall any addition to or exterior changes or exterior alteration be made until the architectural and site plans have been approved in writing by the DECLARANT or Eastward Companies, agent for the DECLARANT. It is the intent of this to require that structures be in good taste, in harmony with the quality of nearby structures, and that they fit the site. The approval of building plans is solely the decision of the DECLARANT or Eastward Companies. Cape Cod or modified Cape Cod style architecture shall be required.
4. Exclusive Homebuilder. Eastward Companies shall be the exclusive homebuilder in the Turtle Run subdivision. Lots may be sold to individuals, corporations, and/or partnerships, but all homes must be constructed by Eastward Companies, unless a waiver is granted by the DECLARANT.
5. Residential Purposes. Without the written approval of the DECLARANT, no Lot shall be used for any purpose other than for single-family residential use. There shall be no townhouse, condominium, apartment, institutional, congregate, assisted living or other similar use on any Lot. The DECLARANT, for himself and to anyone he assigns the herein reserved rights, reserves the right to build, erect, or construct buildings on any of the Lots for any purpose which is authorized by the Zoning By-Laws of the Town of Harwich. This restriction shall not prevent the use of the Property for the practice of a profession or for a home office or, with the prior written approval of 70% or more of the Owners of Lots, other similar home occupations, except as limited or prohibited by paragraph 16(a) herein, or the renting of a building, a Lot and all the buildings thereon as a unit, from time to time, to be used only as a private residence by the tenant, his family, servants and non-paying guests.
6. Utilities. There is reserved to the DECLARANT the right to install or maintain or have installed and maintained all public utilities in, over, under, along and upon the Road as shown on the Plan reserving also to the DECLARANT the right to grant easements to public service corporations for the installation and maintenance of such public utilities (water, sewer, electricity, gas, cable (television and telephone), and other utilities) and anchors and guys to support lines in said Road and on land adjacent thereto; and reserving also to the DECLARANT the right to grant an easement to the Town of Harwich to lay, relay, construct, maintain, operate, inspect, repair, and replace and remove water mains, service pipes, and appurtenances thereto in, under, through, and over the said Road.
7. Road. Except as otherwise provided herein, every Owner shall have a right of way and an easement of enjoyment for all purposes for which roads are commonly used in the Town of Harwich, with all others who are or may become lawfully entitled thereto, in, over, and upon the Road, without rights of parking motor vehicles thereon, which right and easement shall be appurtenant and shall pass with the title to every Lot, subject to this Declaration. Lot Owners and their guests may on a temporary short term

basis, but in no event overnight, park motor vehicles on the Road in the area immediately adjacent to Lot Owner's Lot.

8. Incomplete Dwellings. The exterior of any building erected on any Lot and the landscaping and grading in connection therewith shall be finished and completed within six (6) months after commencement. No dwelling shall be occupied as a residence until it is completed, and no temporary building shall be so occupied on any Lot.
9. Boats, Automobiles, Trailers, Campers, & Commercial Vehicles. No boats exceeding twenty (20') feet in length, no unregistered automobiles, automobile parts, mobile homes, trailers or campers shall be placed or stored on or about any Lot unless garaged and unexposed to public view. No repair work on any vehicle of any nature is to be undertaken except within a garage and to the extent permitted in accordance with the Town of Harwich By-Laws. Except for service deliveries and contractors or repairmen and then only on a temporary basis while working at a Lot, no commercial vehicles shall be parked on any Lot or the Road unless parked within an enclosed garage or basement.
10. Trash. All garbage, trash, and rubbish placed outdoors shall be kept in covered containers, screened from public view. No garbage, trash, or rubbish shall be burned on any Lot, outside of the confines of any building. The burning of leaves outdoors is prohibited. Mulching is encouraged.
11. Laundry. All exterior laundry drying facilities shall be screened from public view by suitable enclosures, screens or planting(s).
12. Trees. No live trees of more than four (4") inches in diameter at a four (4') foot height shall be removed without approval of the DECLARANT or Eastward Companies, except as necessary for building construction.
13. Natural State Area: As shown on the Plan dated 4/8/22 and last revised _____, with the "Natural State Line" designated on Lots 2, 3, 4, and 5. As required by Harwich Zoning By-Law Section 325-51.E.4.d, every dwelling "shall be set back a minimum of 50 feet from the outer perimeter of the entire open space residential development." It is the purpose of the natural state area to provide an undisturbed area on the building lots, to the extent possible, adjacent to the open space lots. The natural state area will be fifteen (15') feet wide on Lots 2, 3, and 4 and will be thirty (30') feet wide on Lot 5, providing the required 50 foot setback from the outer perimeter of the subdivision for houses on these lots. The natural state area will remain, to the greatest extent practicable, in its natural state. If the natural state area is disturbed, it will be revegetated with a combination of lawn, deciduous and/or evergreen shrub/trees. It may not include sheds or other structures. Fences, approved by the Declarant, may be installed within the natural state area.
14. Animals: No animals of any kind may be kept or maintained except domestic

household pets, unless with the written approval of the DECLARANT or Eastward Companies and of the abutting property Owners. All domestic pets must be confined within the area of the Lot.

15. Fuel Storage.

A. No tank for the storage of fuel may be maintained in, on or under any Lot unless contained in a structure and in a location approved in writing by the DECLARANT and further only to the extent permitted by law. Underground propane tanks used to heat homes and above ground 25lb propane tanks used to fuel outdoor grills will be excluded from this restriction.

16. Building Materials. No building material of any kind or character shall be placed or stored upon any Lot until the Lot Owner is ready, willing, and able to commence construction.

17. Miscellaneous Restrictions.

A. No mechanical, mercantile, or manufacturing business or trade of any kind shall be carried on or upon any Lot nor within any structure on a Lot and no hospital, rest home, club, social organization, group home, day care, or educational institution of any kind, whether for elderly or children, shall be established or maintained thereon or therein; nor shall any illegal or offensive activity be carried on upon any building Lot or the Road adjacent to any Lot, in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The practice of a profession or the maintenance of a home office as provided for in paragraph 5 shall include the services of the residents of the Property only and no more than one non-resident employee, shall be conducted entirely within a structure on a Lot incidental and subordinate to the residential use and without in any manner changing the residential character of the of the Property or a building or buildings on a Lot.

B. No freestanding antennas, satellite dishes with a diameter of more than three (3') feet, and windmills each of any kind shall be erected, moved into or maintained on or upon any Lot. No antennas, satellite dishes, so called, and windmills each of any kind shall be attached to any structure, including the roofs thereof, moved onto or maintained on or upon any Lot or on or from any structure on a Lot unless first approved in writing by the DECLARANT.

B. No solar panels shall be erected or attached to the front elevation of any home nor shall any be erected, moved onto, or maintained on or upon any Lot so that they are visible from Turtle Run.

18. Signs. Without the written approval of the DECLARANT, no sign of any kind shall be displayed to the public view on any building or Lot except one (1) sign

of not more than six (6) square feet in size and, on a temporary basis only one (1) "For Sale"/real estate sign of a size not greater than four (4) square feet in dimension.

19. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.
20. Excavations. Without the written approval of the DECLARANT, no excavation for stone, gravel, sand, or earth shall be made on any Lot, except for the purpose of building previously approved improvements, grading, and landscaping, provided however, that the DECLARANT shall have the right to excavate and grade on any building Lots then owned by the DECLARANT and to remove material or deposit material thereon in connection with the work of laying out and improving the same.
21. Maintenance. Each Lot and each home, together with accessory structures and grounds, shall be maintained in a neat appearing and aesthetically-pleasing manner by the Owner.
22. Terms of Restrictions. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of DECLARANT, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, SPECIFICALLY EXCEPTING Restriction No. 3 herein which, insofar as the same requires approval of the DECLARANT or Eastward Companies, shall expire after a term of ten (10) years from the date this Declaration is recorded. The provision of this Restriction as to Restriction No. 3 may be extended provided the party enforcing said Restrictions records a written extension at the Barnstable County Registry of Deeds within said ten (10) year period. Pursuant to the provisions of M. G. L. Chapter 184, section 27(b) these restrictions may be extended for further periods, not exceeding twenty (20) years.
23. Amendments, Waivers, and Assignment of Rights.
 - A. The DECLARANT, from time to time, shall have the right to waive, alter, or amend any of the provisions of these Restrictions if the DECLARANT, in DECLARANT'S sole judgment, deems it necessary or equitable to do so; and any such waiver, alteration or amendment may apply to one or more or all of the Lots as the DECLARANT in any such waiver, alteration, or amendment states. When the DECLARANT owns no Lots, these Restrictions may be amended by recording at the Barnstable County Registry of Deeds a certificate of vote certifying that these Restrictions have been amended by the Owners of 2/3 or more of the Lots as shown on the Plan. Neither the DECLARANT nor the Owners shall have the right to waive, alter, or amend Restriction Number 13.

- B. The DECLARANT and its successors in interest as herein provided for, may from time to time, by a written instrument recorded at the Barnstable County Registry of Deeds, assign all or any one or more of the powers, duties, and rights reserved to the DECLARANT to any other person or entity, and the DECLARANTS, or their successors as herein provided for, may exercise this right of assignment as and whenever in their judgment they deem it advisable or necessary.
24. Remedies. These Protective Covenants are made for the benefit of the DECLARANT, its successors and assigns, and after the DECLARANT owns no Lots, then for the benefit of any and all persons or legal entities who may own any of the Lots and who shall derive title from or through the DECLARANT, its successors and assigns. The DECLARANT, and after the DECLARANT owns no Lots, the majority of owners shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, to recover any damages resulting from such violation.
25. Invalidity. If any easement, covenant, restriction, or agreement or part thereof, or any charge herein contained should be held invalid by any court, such invalidity shall in no way affect any other covenant, restriction, agreement, or charge herein contained.
26. Development. These restrictions shall not operate in any way nor shall they be interpreted to restrict DECLARANT or any person, firm, or corporation acting on behalf of said DECLARANT in the development and sale of the Lots contained in the Plan(s), or in any enlargements to the parcel, inclusive of the right to erect signs and offices.
27. Enforcement. The DECLARANT may appoint or delegate an agent or agents to carry out any and all of the foregoing restrictions as to enforcement, approval, privileges, rights, and other matters, said appointment to be in writing duly recorded in the Registry of Deeds for Barnstable County. The DECLARANT may delegate or assign all responsibility relating to the foregoing restrictions as to enforcement, approval, privileges, rights, and other matters, to any individual or any agent without recourse provided however that the individual or agent be an Owner of one of the Lots which is subject to the terms of these restrictions.
28. DECLARANT. Eastward Companies Business Trust shall have all of the rights of enforcement, waiver, and any and all other rights, as the DECLARANT in and under the Declaration of Protective Covenants.

In Witness whereof, Eastward MBT, LLC, Trustee of Eastward Companies Business Trust, hereunto set my hand and seal this _____ day of _____, 2022.

**EASTWARD MBT, LLC, Trustee
EASTWARD COMPANIES BUSINESS TRUST**

By: William Marsh, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Then personally appeared before me William Marsh, Manager, and proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Eastward MBT, LLC, Trustee of Eastward Companies Business Trust.

Notary Public
My commission expires: