

# Lakewood Hills Property Owners Association

~~SouthEast~~ Sandwich, Massachusetts

## Declaration of Protective Covenants – Amended and Restated

WHEREAS, all lots within the neighborhood known as Lakewood Hills have been governed by a document ~~known as “Voluntary Restrictions—Lakewood Hills” dated May 16, 1966, drafted and entitled~~ **“Declaration of Protective Covenants,”** recorded ~~by Sea Lake Corporation at~~ August 7, 1996 in the Barnstable County Registry of Deeds, in Book 10335 Page ~~845-1~~ (as amended from time to time); (the “Restrictions”); and

WHEREAS, the statutory ~~life of these restrictions will end in 1996~~ duration of the Restrictions is scheduled to expire in the year 2026; and

WHEREAS, the ~~interests of property owners of Lakewood Hills recognize that the continued preservation of~~ neighborhood appearance, ~~property values,~~ and ~~property value are well~~ community character is best served ~~by continuing prudent restrictions through the continuation of reasonable protective covenants;~~ and ~~providing for the~~

WHEREAS, it is further recognized that the long-term financial ~~security~~ support and maintenance of ~~Lakewood Hills’ the~~ amenities owned by ~~the~~ Lakewood Hills Property Owners Association, Inc. (hereinafter the “Association” or “LHPOA”) ~~and for the use~~ benefit of its active members is in the best interests of the community; and

WHEREAS, ~~it is agreed~~ the undersigned acknowledge that membership in the Association ~~yields a significant benefit~~ provides substantial benefits to those who are active members;

WHEREAS, pursuant to the Declaration of Protective Covenants recorded in Book 10335, Page 1, said Declaration may be amended by a two-thirds vote of the Association members attending a meeting called for that purpose and a recording a certificate of said vote by the Association Clerk; and

WHEREAS, the undersigned Clerk of the Association hereby certifies that at least two thirds of the members of the Association voted to approve of this Amended and Restated Declaration of Protective Covenants.

NOW, THEREFORE, those whose signatures appear attached hereto, in consideration of the foregoing and the mutual covenants contained herein, the undersigned property owners voluntarily commit agree to subject themselves, their ~~property~~ respective properties as identified adjacent to their signatures,

and their respective heirs, successors, ~~heirs~~ and assigns to the following covenants:

## **COVENANTS**

1. **Subdivision of Lots:** No lot shall be further subdivided without the prior written approval of the ~~Association through the~~ **LHPOA** Board of Governors.

2. **Construction and Improvements:** No structure shall be constructed, ~~moved onto a lot~~ placed, relocated, remodeled ~~as with respect to the its~~ exterior thereof, or ~~added to~~ enlarged upon any lot until plans, ~~and~~ site location, ~~screening and landscaping thereof~~ have been approved by the ~~Association and~~ **Town of Sandwich Building Department** and all required permits have been obtained.

~~All such approval recorded at plans and permits shall be recorded or filed as required with the~~ **Town of Sandwich** and, where applicable, the Barnstable County Registry of Deeds. ~~Construction, siting, and use of structures shall conform to the applicable zoning bylaws and building regulations of the Town of Sandwich. A copy of such Approval must be submitted to the LHPOA Board of Governors.~~

~~Such structures and their construction, siting, and location shall be consistent conform with the Zoning bylaws as established by the Town of Sandwich.~~

3. **Architectural Consistency:** The ~~type of architecture~~ architectural style of dwellings ~~in constructed within~~ Lakewood Hills shall ~~conform be generally consistent~~ with the ~~general architecture~~ predominant architectural character of the ~~majority of buildings existing homes~~ within the ~~subdivision, which are neighborhood, and maintain the Character~~ of Cape Cod or modified Cape Cod Design, ~~and shall comply with all construction laws and regulations administered by the~~ **Town of Sandwich Building Department.**

4. The owner of a lot shall maintain the property and any improvements so as to present a neat appearance and shall insure that the premises is clear of debris.

5. ~~No house trailers, recreational camper vehicles, school buses, temporary shelters, boats, garbage containers, or unregistered~~ **Storage of Vehicles and Equipment:** Unregistered motor vehicles shall not be parked, stored, or used on any lot unless reasonably screened from view from ~~roads and other lots. No commercial vehicles excess of 12,000 pounds gross vehicle weight shall not be parked in view~~ roadways and neighboring properties so as not to detract from the appearance or property values of ~~other lots overnight~~ surrounding properties. Storage of trailers, boats, campers, etc. on roadways is not permitted according to Sandwich Town Regulations.

~~6. No animals except customary household pets shall be kept on any lot.~~

**6. Commercial Vehicles:** Commercial vehicles exceeding **12,000 pounds gross vehicle weight** shall not be parked overnight on any lot in a location visible from other lots or roadways.

**7. Animals and Poultry:** All outdoor animal or poultry ownership must comply with applicable **Town of Sandwich ordinances**, including animal control and noise regulations. The **Town of Sandwich Animal Control Department** shall have authority to enforce any violations.

**8. Dwellings Residential Use:** All dwellings shall be constructed, and their use shall be consistent with used for residential use purposes only. Separate professional or office buildings shall not be permitted. Business or office signage ~~8. In addition to private rights of enforcement reserved hereby to each of the property owners whose property is governed by these covenants, prohibited within~~ the Association.

**9. Accessory Dwelling Units ("ADUs")** permitted under **Town of Sandwich regulations** may be constructed provided they comply with applicable laws, including limitations that such units:

- Be maximum 900 square feet, or half the Gross Floor Area of the main house; whichever is smaller.
- Can be attached, detached, or built within the main house.
- Must have a separate entrance from the main house.
- Attached ADUs can share an entry hall with the main house, but need a separate entry within the entry hall.
- Properties within ½ mile of a transit station do not require additional parking.
- Properties outside of that area require one additional off-street parking spot.
- Short-term rentals are not allowed. The minimum rental period for an ADU in Sandwich is twelve months.
- The main house and ADU must be owned by the same person(s).
- ADUs must have at least 1 dedicated parking space unless the ADU is within 0.5 miles from a transit station.
- ADUs must remain in common ownership.

**10. Enforcement:** The **LHPOA Association** shall have the right to enforce ~~each of the all~~ covenants contained herein. ~~No failure or delay of Failure by~~ the Association to enforce any ~~covenants nor partial covenant, or delay in~~ enforcement ~~of covenants,~~ shall not be deemed a waiver of ~~abandonment of~~ the right to ~~require strict enforcement at any time~~ enforce such covenant in the future.

#### **INITIATION FEE**

An initiation fee shall be assessed to any application for membership in an amount equal to three (3) times the current year annual assessment. Property owners in Lakewood Hills shall be exempt from the initiation fee assessment during the initial membership offering of 1994. This exemption for Lakewood Hills property owners shall expires on June 30, 1994.

## **ANNUAL CHARGES**

~~Each lot subject to the covenants shall be subject to an annual assessment beginning January 1, 1994. The assessment for 1994 has been set at \$65.00 for improved lots and \$45.00 for unimproved property (vacant lots). Said assessment shall be due and payable upon billing by the Association. The annual charge shall be the joint and several obligation of the owner(s) of each lot and is in addition to any initiate fee.~~

~~The annual charge may be adjusted from year to year by a majority vote of these Association members attending a meeting called for that purpose. One membership shall be owned in common by co-owners of a lot.~~

## **THE ASSOCIATION**

All ~~lots~~ owners in of lots within the Lakewood Hills ~~consenting~~Neighborhood who consent to subject their ~~lot(s) property~~ to these covenants and who pay the required annual ~~assessment dues~~ shall be, ~~thereby~~, members of the Lakewood Hills Property Owners Association.

~~There~~ Membership in the Association shall be limited to a maximum ~~number of 482 memberships available of 490 members.~~

~~Other property~~ Property owners whose ~~individual~~ lots are not in located within Lakewood Hills but ~~are who reside~~ in reasonable proximity to Lakewood Hills the community may apply for **External Membership** (pond and who make application to the clubhouse use only). Their lot will become bound by these covenants by recording a Joinder Letter referencing this Declaration, describing the property to be bound, and signed by the owner of such property and by the President of the Board of Governors ~~of Lakewood Hills Property Owners Association (the~~ on behalf of the LHPOA Association. The Joinder Letter must be notarized and then recorded to the Barnstable Registry of Deeds.

**ANNUAL DUES** Each lot subject to these covenants shall have annual dues beginning January 1 of each year. They shall have the full use of the Association amenities and recreational facilities subject to reasonable rules, regulations and rental fees related hereto.

Annual dues for property owners who reside within Lakewood Hill property boundaries, may be adjusted from time to time by the LHPOA Board") and who consent to subject their property to these covenants, and whose application and consent emailing a letter to voting members, outlining the proposed change and reasons why. The membership has 20 days to review proposed changes before a Special Meeting for a vote can be held. One member from each household is accepted by the entitled to vote. A majority vote is required

to move forward with a motion to change annual dues. The majority vote consists of those members that attend the Special Vote meeting. External Membership dues may be adjusted by majority vote of the LHPOA Board shall also be members of the Association upon payment of the Initiation Fee and Annual Assessment of Governors.

Non-payment of the required annual assessment within 90 days of billing by the Association shall result in termination of all membership privileges. Membership may be re-established, provided one is available, by making application to the Board of Governors, and paying the lesser of the accrued back assessments or the initiation fee.

All members whose annual assessments are paid in full shall have full use of the Association amenities and recreational facilities subject to reasonable rules, regulations, and rental fees related thereto. Membership may be suspended by the Board for misuse of Association facilities.

## CONSENT

These covenants shall bind the persons, lots, properties, heirs, successors, heirs and assigns as described above. Others herein.

Additional property owners may become bound hereby upon by these covenants by recording of a written instrument referring to Joinder Letter referencing this document Declaration, describing the property, to be bound, and signed by the owners thereof owner of such property and by the President of the Board of Governors on behalf of the LHPOA Association. The Joinder Letter must be notarized and then recorded to the Barnstable Registry of Deeds.

## EXTENSION

These covenants The provisions hereof shall be effective as deemed to bind any and all owners, mortgagees and occupants of the date of recording and for 30 Lots subject to this Declaration, and to run with said Lots. The restrictions contained herein shall expire not later than ninety (90) years from the date this Declaration is recorded with the Barnstable Registry of Deeds. As to the restrictions contained in this Declaration, they shall be subject to G.L. c. hereafter. They 184

§§ 23, 26-30, as said statute may be amended or replaced (the "restriction statute"), and the enforceability of such restrictions may be extended, beyond the first thirty (30) years of the term, for further periods of not more than twenty (20) years at a time by the owners of record pursuant to the provisions of MGL owners of record, at the time of recording of the extension, of fifty per cent

(50%) or more of Lots. Any such extension shall be recorded within the time, and shall contain such information and include such signatures, as is required by the restriction statute for such extension ~~G. 184, §27.~~

The Lots constitute the benefited land and the subject parcel(s) with respect to any and all such restrictions. Any and all restrictions contained in this instrument are for the benefit of the owner of each Lot, and his/her successors in interest in and to such Lot, and each such Lot shall have the benefit of, and shall be subject to, such restriction(s). The Association shall be entitled to enforce such restrictions against any one or more of the Lots.

## **AMENDMENT**

These covenants may be amended from time to time by a two-thirds (2/3) vote of the ~~Association~~ members attending of the LHPOA Association present at a meeting called for that purpose ~~and recording, provided that~~ a certificate of said such vote ~~by the Association Clerk,~~ together with the amendment.

Notwithstanding the provisions of this paragraph, amendment of the annual charges shall be governed by majority vote as stated above, is recorded by the Clerk of the Association in the Barnstable County Registry of Deeds.