

Lakewood Hills Property Owners Association

East 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 entitled “**Declaration of Protective Covenants,**” recorded August 7, 1996 in the **Barnstable County Registry of Deeds**, in Book 10335 Page 1 (as amended from time to time) (the “Restrictions”); and

WHEREAS, the statutory duration of the Restrictions is scheduled to expire in the year **2026**; and

WHEREAS, the property owners of Lakewood Hills recognize that the continued preservation of neighborhood appearance, property values, and community character is best served through the continuation of reasonable protective covenants; and

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

WHEREAS, the undersigned acknowledge that membership in the Association 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, in consideration of the foregoing and the mutual covenants contained herein, the undersigned property owners voluntarily agree to subject themselves, their respective properties as identified adjacent to their signatures, and their respective heirs, successors, and assigns to the following covenants:

COVENANTS

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

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

All such 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.*

3. Architectural Consistency: The architectural style of dwellings constructed within Lakewood Hills shall be generally consistent with the predominant architectural character of existing homes within the 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. Storage of Vehicles and Equipment: Unregistered motor vehicles shall not be parked, stored, or used on any lot unless reasonably screened from view from roadways and neighboring properties so as not to detract from the appearance or property values of surrounding properties. Storage of trailers, boats, campers, etc. on roadways is not permitted according to Sandwich Town Regulations.

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. Residential Use: All dwellings shall be used for **residential purposes only**. Separate professional or office buildings shall not be permitted. Business or office signage is 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 all covenants contained herein. Failure by the Association to enforce any covenant, or delay in enforcement, shall not be deemed a waiver of the right to enforce such covenant in the future.

THE ASSOCIATION

All owners of lots within the Lakewood Hills Neighborhood who consent to subject their property to these covenants and who pay the required annual dues shall be members of the **Lakewood Hills Property Owners Association**.

Membership in the Association shall be limited to a **maximum of 490 members**.

Property owners whose lots are not located within Lakewood Hills but who reside in reasonable proximity to the community may apply for **External Membership** (pond and 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 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 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 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 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, properties, heirs, successors, and assigns described herein.

Additional property owners may 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 on behalf of the LHPOA Association**. The Joinder Letter must be notarized and then recorded to the Barnstable Registry of Deeds.

EXTENSION

The provisions hereof shall be deemed to bind any and all owners, mortgagees and occupants of the 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. 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 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.

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 members of the LHPOA Association present at a meeting called for that purpose**, provided that a certificate of such vote, together with the amendment, is recorded by the **Clerk of the Association** in the **Barnstable County Registry of Deeds**.