

DECLARATION

SANTUIT POND ESTATES

33373

Each owner of a lot in said subdivision shall automatically become a member of the Santuit Pond Estates Property Owners Association. Said Association, on the sale of the last lot in said subdivision or sooner if the declarants so elect, shall have transferred thereto, title to all roads shown on the plan entitled "Plan of Santuit Pond Estates for Donald B. Blakeman et ux in Mashpee & Sandwich" dated June 10, 1971, Newell B. Snow, R.L.S. recorded with Barnstable County Deeds in Plan Book 249, Page 119 and, in addition, the swamp, beach and park areas shown thereon and designated "reserved areas".

The declarants hereunder, Donald B. Blakeman and Nancy Blakeman, shall transfer, for enforcement, the right of approval required under the following set of restrictions to said Association upon the sale of the last lot in said subdivision shown upon said plan above set forth.

Each lot in said subdivision shall be conveyed subject to the following restrictions which, unless released, shall remain in full force and effect for a period of 20 years:

1. No dwelling house or other structure shall be moved onto, erected or maintained upon the granted premises or any portion thereof, until plans and specifications showing the nature, kind, shape, height, material and location thereof shall have been submitted to and approved by the Grantors, or such person as may be designated by them. The Grantors shall have the right to refuse to approve any such plans, specifications or location of any building or structure which in their opinion are not suitable or desirable for aesthetic or other reasons and shall take into consideration, among other factors, the suitability of the proposed building or other structure, the site upon which it is proposed to erect the same, the harmony thereof with the general neighborhood and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. Such approval shall not be unreasonably withheld and in the event that the Grantors or their agent, appointed as aforesaid, shall fail to approve or disapprove such plans and specifications in writing within thirty (30) days after they have been submitted to them, then this provision shall be deemed to be fully complied with.

2. When the construction of any structure on the premises is once begun or work of remodeling or alteration started, work must be prosecuted diligently and the exterior of any such dwelling or other structure to be erected, placed or maintained on the granted premises shall be fully completed within six (6) months from the beginning of the construction.

3. No Building Lot shall be used for any purpose other than for a single dwelling unit, unless otherwise approved by the Declarants, and in accordance with the respective Zoning By-Laws of the Towns of Mashpee and Sandwich.

4. No business, trade ~~or profession~~^{or business} shall be conducted on said premises at any time, nor shall the Grantees, their heirs, executors, administrators, successors and assigns, allow these premises to be used for any improper, offensive or objectionable activities or purpose.

D.B. Blakeman

5. No mechanical, manufacturing or mercantile trade or business shall be carried on on said premises at any time and no hospital or sanitarium for the care of the sick, feeble-minded or insane shall be established or maintained upon said premises.

6. Any area used for the drying of or airing of laundry or other clothings shall be enclosed with a fence or otherwise obscured from view.

7. No advertising sign or signs of any nature whatever shall be placed or erected on any lot except a small sign with the owner's name.

8. No animals or household pets shall be kept on the premises which shall constitute a nuisance to the occupants of adjoining lots or nearby properties.

9. Each owner of a lot or lots purchased in this subdivision shall be responsible for damage to ways done by the use of tracted vehicles or equipment or any other device used during the construction of a residence on said lot or any improvement of any lot so purchased. Said damage shall be repaired immediately upon the request of the Grantors or their agent to their satisfaction and at the expense of the owner of the individual lot or lots involved.

The Declarants reserve the right, to amend this Declaration at any time or from time to time, by recording or filing for registration, as the case may be, one or more Supplemental Declarations.

IN WITNESS WHEREOF, the declarants have executed this instrument this 14 day of November, 1972.

Donald B. Blakeman

Nancy Blakeman

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

November 14, 1972

Then personally appeared the above named Donald B. Blakeman and acknowledged the foregoing instrument to be his free act and deed, before me.



E. A. Kinsella
Notary Public

My commission expires:
EDMUND A. KINSELLA, Notary Public
My commission expires Aug. 17, 1973

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RECORDED NOV 20 1972

