

June 7, 2023

Karen Sherman  
Town Planner  
Town Hall  
703 Washington Street  
Holliston, MA 01746

**RE: 120 Goulding Street (Lot 1R)**

Dear Ms. Sherman:

I understand that you have inquired as to the rights of Diana Harrington as the owner of 120 Goulding Street to make improvements to what is known as Goulding Place. Please be advised that I represent Ms. Harrington, and I have reviewed the applicable documents relative to Ms. Harrington's right to make the requested improvements.

In May of 1994, Iverson Bready Development Corporation ("I. B. D. C."), as the owner of Lots 1R (120 Goulding Street), 2R (140 Goulding Street), 3R (136 Goulding Street), 4R (128 Goulding Street) and 5R (110 Goulding Street) recorded a Declaration of Covenants relating to access over Lot 1R. A copy of the Declaration is attached hereto, along with the Plan depicting the lots and the area over which Goulding Place is located (Access and Utility Easement within layout of Lot 1R). The lot owners were ultimately granted the use of the Access and Utility Easement for access and utilities for the respective lots. The Declaration, in addition to other items, sets out the responsibility of each of the lot owners in the maintenance of the Easement Area servicing the lots.

At the time of the recording of the Declaration, Lot 1R had two (2) dwellings on the lot. The Declaration took into consideration that two (2) dwellings were on the lot given the percentage of costs for maintenance of Lot 1R of sixty-five percent (65%), more than four (4) times the percentage of any other lot, as the use of the Easement Area was to serve two (2) dwellings.

Subsequent to the recording of the Declaration, I. B. D. C. conveyed off Lots 1R, 2R, 3R, 4R and 5R subject to the restrictions set forth in the first deed, subsequent to the recording of the Declaration, which conveyed Lot 1R from I. B. D. C. to Iverson Construction. A copy of that deed is attached. The deed sets forth that the owner of Lot 1R (120 Goulding Street) has the right to use the Easement Area in common with others, specifically including Lots 2R, 4R and 5R. Lot 3R has access directly onto Goulding Street. The right to use the Easement Area would be for each of the two (2) dwellings which existed at the time of conveyance.

Subsequently, all of the owners of the lots (Lots 1R, 2R, 3R, 4R and 5R) executed a change in the Declaration of Covenants (a copy of which is attached). The change did not affect the

**Fletcher Tilton**<sup>PC</sup>  
Attorneys at law

Karen Sherman  
June 7, 2023  
Page 2

easement rights of any of the Parties nor did it change the percentage of costs attributable to Lot 1R.

In conclusion, although Lot 1R is subject to easement rights for roadway purposes, for which all roadways in the Town of Holliston are customarily used, by the other lot owners, there is no restriction on the right of the owner of Lot 1R to separate the lot, creating separate lots for each of the dwellings that existed at the time of the Declaration.

The rights of the lot owners under the Declaration and the deeded Easement Rights are not affected by Ms. Harrington's creation of two (2) lots so each of the existing dwellings is on its own lot. The sixty-five percent (65%) cost attributed to Lot 1R will proportionately be split by the owners of Lots 1 and 2 as shown on the submitted Plan.

Should you have any questions, please do not hesitate to call.

Very truly yours,



**Peter R. Barbieri, Esq.**  
Fletcher Tilton PC  
161 Worcester Road, Suite 501  
Framingham, MA 01701  
Tel. 508-532-3517  
Email: [pbarbieri@fletcherilton.com](mailto:pbarbieri@fletcherilton.com)

PRB/cam  
Enclosures

cc: Diana Harrington  
Joyce Hastings

Surveyed by: [illegible]  
Date: 1/1/53  
Page 1 of 1

ORDER OF ADJUDICATION  
[illegible text]

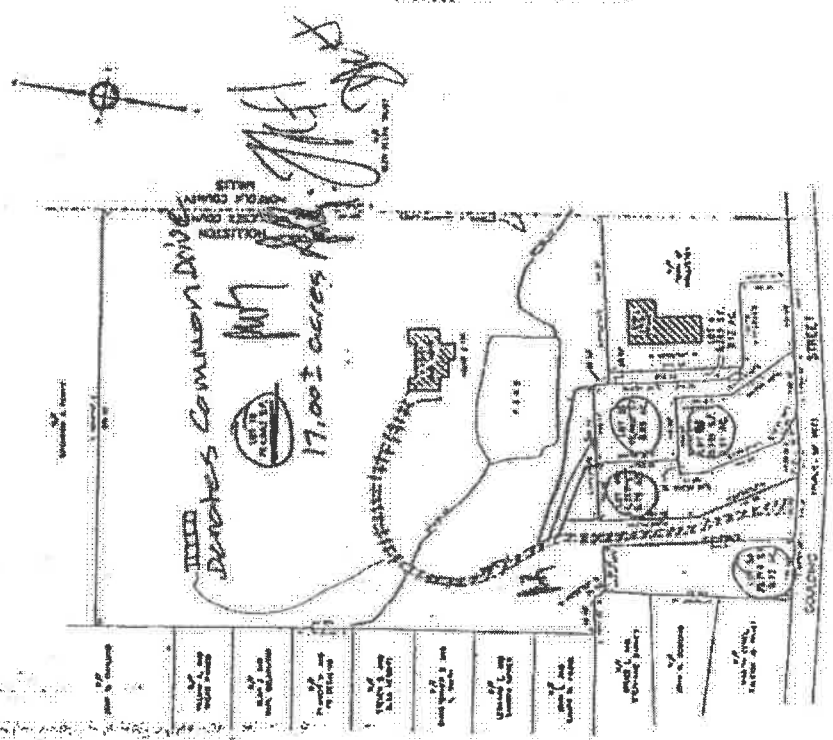
ORDER OF ADJUDICATION  
[illegible text]

ORDER OF ADJUDICATION  
[illegible text]

ORDER OF ADJUDICATION  
[illegible text]

PLAN OF LAND  
IN  
HOLLISTON, MASS.  
SCALE: 1"=40' MAY 25, 1953  
[illegible text]

YJ-103-00



LOCUS MAP  
[illegible text]

[illegible text]

EX 24567-172

9E

GOULDING PLACE

Declaration of Covenants

Declaration made on this, the 24th day of May, 1994, by IVERSON BREADY DEVELOPMENT CORP., a duly organized and existing Massachusetts corporation having an usual place of business located at Nine Robert Sproul Road, Medfield, County of Norfolk, Massachusetts (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain premises known as and hereinafter referred to as GOULDING PLACE, located on Goulding Street in Holliston, Middlesex County, Massachusetts, which premises, now designated as lots 1-R, 2-R, 3-R, 4-R, and 5-R, all as depicted on a plan entitled, "Plan of Land, Holliston, Mass., Scale: 1" = 50', May 9, 1994, Prepared for: Iverson Bready Development Corp., Prepared by: GLM Engineering Consultants, Inc., 1750 Washington St., Holliston, MA, (508) 429-1100", which plan is recorded herewith. See also Deed recorded at the Middlesex South District Registry of Deeds in Book 23321, Page 105; and

WHEREAS, Declarant has subdivided Goulding Place into five (5) lots, all as hereinbefore designated; and

WHEREAS, the area described on Schedule A, a copy of which is attached hereto and expressly made a part hereof, constitutes the "Residential Area" and is herein and after referred to as such; and

WHEREAS, Declarant desires to subject the "Residential Area" to certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth, all for the purpose of ensuring the use of the premises for attractive, residential purposes only, as defined by the Zoning By-Laws of Holliston, and in connection therewith, to prevent nuisances, the impairment of the attractiveness of the property and to maintain the desired tone of the community thereby securing to each grantee the full benefit and enjoyment of their property; and

NOW THEREFORE, in order to provide for the mutual protection and benefit of each home site, and ways therein, within the "Residential Area", Declarant hereby and herewith declares that each home site shall be held, owned and conveyed subject to the agreements, covenants, reservations, easements, charges and restrictions hereinafter set forth and applicable to the "Residential Area".

Property address Goulding Street, Holliston, MA

250

MSD 05/26/94 10:55:21

#486 24567 171  
SEE PLAN IN RECORD BOOK PAGE

DK 24567 173

ARTICLE I

THE HOMEOWNERS ASSOCIATION

- A. Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until such time as provided for in Paragraph B of the within Article I.
- B. Declarant shall, not later than ninety (90) days next following the date of conveyance of the last building lot within GOULDING PLACE, cause to be formed an unincorporated association (hereinafter referred to as the "Association"), of which all owners of building lots within GOULDING PLACE shall be members, so long as they shall own any such building lot.
- C. Once established, the "Association" shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are set forth herein and all rights, powers, reservations and duties of the Declarant (except such as it may have as owner of the building lot or lots) shall terminate the same to be thereafter exercised solely by the "Association".
- D. The Grantees of each building lot shall be subject to an annual lot charge and in the percentages set forth below:

<u>LOT NUMBER</u>	<u>PERCENTAGE</u>	<u>TOTAL ESTIMATED ANNUAL COST</u>	<u>LOT CHARGE</u>
1-R	65%	x 1200	= \$ 780
2-R	15%	x 1200	= \$ 180
3-R	0%	x 0	= Nil
4-R	10%	x 1200	= \$ 120
5-R	10%	x 1200	= \$ 120
<hr/>			
100%			\$1200

The lot charge will be paid by each building lot owner on or before the first day of January of each year, provided, however, that the first charge on any lot shall become due and payable on

the date of the aforementioned conveyance on a pro rata basis. Such payment is to be made at the address designated by the Declarant or the "Association", as the case may be. All charges assessed hereunder shall constitute a lien upon the building lot enforceable as provided herein.

E. The annual charges shall be applied by the Homeowner's Association as follows:

1. Care and maintenance of the driveway serving the lots which will include, but shall not be limited to, paving, repaving, repair, replacement, sanding, snow plowing and control of snow/ice conditions, etc.

2. Payment for and procurement of a liability insurance policy or policies, having minimum coverage of \$500,000/\$1,000,000, covering the referenced driveway.

The liability insurance policy or policies shall name members of the unincorporated association, their successors and assigns, as insured parties.

3. Care and maintenance of any and all easements, drainage or otherwise, crossing the driveway or any one or more of the lots as hereinbefore designated.

4. Expenses necessary for or incidental to the administration of the terms and provisions of the within Declaration, including, but not limited to, the enforcement of the agreements, covenants, reservations, easements, charges, and restrictions as contained herein. Once said conveyances are duly recorded, the annual charges shall be established and applied by the association in accordance with the provisions of the instrument or instruments giving rise to its creation.

F. The Declarant shall, not later than ninety (90) days next following the date of conveyance of the last building lot within GOULDING PLACE grant, convey, transfer and assign to the unincorporated association, by an appropriate instrument or instruments duly recorded at the Middlesex South District Registry of Deeds, all right, title and interest said Declarant has in and to the aforementioned driveway and easements. It is expressly provided, however,

## ARTICLE II

### THE RESIDENTIAL AREA

A. The Declarant reserves unto itself the right to easements, twenty (20) feet in width, along the interior sidelines and



front and rear lines of the building lots for any and all purposes relating to the development of GOULDING PLACE, including, but not limited to, the following:

1. Service boxes, wires, and conduits for the transmission of electricity for lighting, telephone and other purposes and for necessary attachments in connection therewith.
  2. Storm water drains, water mains and pipes, hydrants, etc.
  3. Any other method of conducting and performing any public or quasi public utility or function over or beneath the surface of the grounds.
- B. It is further expressly provided that the agreements, covenants, reservations, easements, charges and restrictions set forth herein are to run with the land in perpetuity.
- C. No accessory building or other similar structure of any kind shall be erected, placed, used or allowed to stand on any building lot without the express written approval of the Declarant but specifically excepting any and all temporary structures erected by the Declarant for the purpose of developing GOULDING PLACE.
- D. The structure and immediate grounds on each building lot shall be maintained in a neat and attractive manner, free of dead trees, dead shrubs and dead plants, trash, debris and garbage. Except during initial or subsequent construction (but excluding normal grounds maintained by grantee), no living trees or shrubs shall be removed from any building lot without prior written approval of the Declarant. In the event the Declarant may, at its option, and after giving thirty (30) days' notice to such owner by registered mail sent to the lot owner's last known address, enter upon said property as often as it is necessary in its sole discretion to maintain the property and remove dead trees, dead shrubs, and dead plants, trash, debris and garbage, and if the owner fails to maintain the exterior of any structures in good repair and appearance, the Declarant may, after six (6) months' written notice sent in the manner and to the address of the owner as aforesaid, enter upon said property as often as it is necessary in its sole discretion to make repairs and improve the appearance in a reasonable and workmanlike manner, all of the foregoing without being guilty of trespass.

The grantee shall reimburse the Declarant for the cost of any work as above required, and, to secure the payment of same, the Declarant shall have a lien upon such building lot

enforceable as hereinafter provided in Article IV, Section A.

- E. No grantee or his heirs, successors and assigns, agents, servants, tenants or other person or persons for whom the grantee has a legal responsibility, may:
1. Store business trucks, equipment, boats or boat trailers, campers and the like on any building lot unless said items are not visible from the street or adjacent lots or are in a garage or other approved structure. It is expressly provided, however, that such items may be parked within sight of the roadway if said parking is for temporary purposes only but, in any event, not longer than seventy-two (72) hours.
  2. Place, maintain or store any commercial vehicle, unregistered vehicle of any type, motorcycle or other two or three wheel motor vehicles of any description on any building lot overnight unless parked in a garage or other approved structure.
  3. Place any garbage or other refuse containers on any building lot unless enclosed and placed in such a manner so as not to be visible from the roadways or adjacent lots except in connection with normal pickup and collection of same.
  4. Place or erect any radio or television towers or other appurtenant structures upon any building or building lots, nor erect any antenna device exceeding a height of six (6) feet.
  5. Install or maintain exterior lighting of such intensity that the same unreasonably disturbs any of the residents of GOULDING PLACE.
  6. Alter the exterior materials or colors of any structure whether a residential dwelling or an accessory building.

### ARTICLE III

#### ADMINISTRATIVE PROVISIONS

- A. The liens referenced in Articles I and II above may be enforced by the Declarant by sale of the premises subject thereto, in the manner provided by law for the foreclosure of mortgages containing a power of sale, providing that notice of the commencement of such proceedings or an affidavit of such sale, is filed in the Middlesex South District Registry of Deeds within two (2) years of the date on which payment is



due.

- B. The Declarant shall, upon written request, issue a certificate setting forth the current status of any liens referenced in Articles I and II on any building lot within GOULDING PLACE and such certificate shall, when recorded, be binding upon the Declarant as of the date of such certificate.

The liens provided for herein shall be subordinate to the lien of any mortgage given by the owner of any such building lot to any bank or other lending institution; provided, however, that any such mortgagee then in possession and any purchaser at any foreclosure sale and all persons claiming under them shall hold such property subject to the obligations and liens set forth in Articles I and II.

- C. All notices and requests directed to the Declarant shall be addressed to Nine Robert Sproul, Medfield, County of Norfolk, Massachusetts, 02052, c/o Paul Bready, or to such other address as may hereinafter be designated by the Declarant and notices directed to a lot owner shall be addressed to the lot or to any address designated by such lot owner in writing.
- D. If any easement, covenant, restriction, agreement or charge herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or charge herein contained.
- E. Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm or corporation, while acting on behalf of the Declarant in its real estate business during the course of the development of GOULDING PLACE.
- F. A certificate signed by the Declarant relating to compliance with the covenants, restrictions, agreements and charges as required by the Declaration shall be conclusive evidence against all persons of the truth of the facts therein stated.
- G. The term "Declarant" shall mean, where appropriate, the Declarant or the Association or their respective successors or assigns. Where appropriate, references in the singular shall mean in the plural and references to the male gender shall, where appropriate, mean the female gender.
- H. Unless expressly qualified herein, the term "grantee" shall mean a lot owner or land owner, his or her heirs, successors and assigns and/or his or her agent, servants, tenants or other person or persons for whom the grantee has a legal responsibility.

- I. No provisions in this within Declaration is intended to be in violation or derogation of any town by-law or ordinance or state statute or law. In the event of a conflict, the law shall prevail. In the event of any alleged ambiguity involving the provisions of the within Declaration, the more restrictive interpretation shall be applicable.
- J. Meetings of members of the Association will be held on dates, times and places all in accordance with By-Laws to be adopted by the Association. At all meetings three (3) lot owners, one (1) of whom must be the owner of Lot 1, shall constitute a quorum. However, a motion will pass only upon approval of sixty-six and two-thirds (66-2/3) interest as set forth in Item D of Article I. In the event a quorum is not present at any meeting, a lot owner or lot owners shall have the power and authority to adjourn the meeting to a date certain for a continued hearing of the Association.

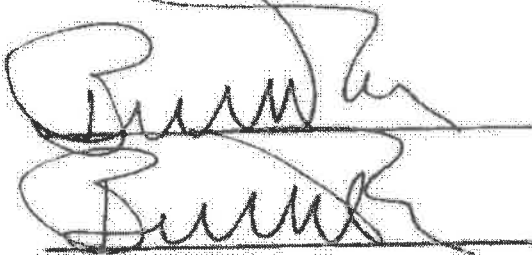
The within Declaration shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Declarant, herein named \_\_\_\_\_, has executed the within instrument and caused its Corporate Seal to be affixed hereto on the date first above mentioned.

Witness our hands and seals on this the 24th day of May, 1994.

Witnesses:

IVERSON BREADY DEVELOPMENT  
CORP.



By:

  
David Iverson, Jr.

By:

  
Paul K. Bready

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 24, 1994

Then personally appeared the above named David Iverson, Jr.  
and Paul K. Bready, and acknowledged the foregoing instrument to  
be their free act and deed, before me

  
Notary Public

My Commission Expires: 3/7/97

8K 24567 PC 180

RESIDENTIAL AREA

The following described premises shall constitute the "Residential Area":

The land shown as Lots 1-R, 2-R, 3-R, 4-R and 5-R on a plan entitled, "Plan of Land, Holliston, Mass., Scale: 1" = 50', May 9, 1994, Prepared for: Iverson Bready Development Corp., Prepared by: GLM Engineering Consultants, Inc., 1750 Washington St., Holliston, MA, (508) 429-1100", which plan is recorded at the Middlesex South District Registry of Deeds as Plan No. of 1994, Instrument No.

024567 181

# 251 al  
5-76

3LE

DEED

Iverson Bready Development Corp., a Corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Nine Robert Sproul Road, Medfield, Norfolk County, Massachusetts for consideration paid and in full consideration of less than One Hundred (\$100.00) Dollars grants to Iverson Construction Co. Inc., a Corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Nine Robert Sproul Road, Medfield, Norfolk County, Massachusetts, with Quitclaim Covenants the land, with the buildings situated thereon, on Goulding Street, Holliston, Middlesex County, Massachusetts, which premises are depicted as Lot 1-R (includes area designated as Access and Utility Easement) on a plan entitled, "Plan of Land, Holliston, Mass., Scale: 1" = 50', May 9, 1994, Prepared for: Iverson Bready Development Corp., Prepared by: GLM Engineering Consultants, Inc., 1750 Washington St., Holliston, MA (508) 429-1100", which plan is recorded herewith.

The granted premises are conveyed subject to a development, pedestrian, vehicular and utility and access easement, which shall run with the land in perpetuity, reserved unto the Grantor, its successors and assigns, in, on, upon, over and under that portion of Lot 1-R described on the hereinbefore referenced plan as, "Access and Utility Easement", for the purposes of development of Goulding Place, including, but not limited to, the installation, placement, repair, replacement and maintenance of service boxes, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and for necessary attachments in connection therewith, gas lines, above ground markers, meters and necessary attachments in connection therewith, storm water mains, water mains and pipes, hydrants, drainage swales and systems, retention/retention filtration/basins, underground drainage pipes, manholes, catch basins etc. and any other method of conducting and performing any public or quasi public utility or function in, over, upon or under the surface of the designated area. In addition to the foregoing, an express purpose of the easement is to permit and allow the owners of Lots 2-R, 4-R and 5-R to gain access to the existing bituminous concrete driveway within the area designated as "Access and Utility Easement".

The granted premises are further conveyed subject to and with the benefit of a non-exclusive vehicular and pedestrian easement, which shall run with the land, in perpetuity, reserved unto the Grantor, its successors and assigns, upon and over the paved area designated as "Existing Bit Conc. Driveway" within the area depicted as "Access and Utility Easement", all as shown on the hereinbefore referenced plan, but granting herewith the right to use said paved driveway for all purposes for which streets and ways are used in Holliston, in common with others entitled thereto, namely owners of lots 2-R, 4-R and 5-R, their successors and assigns.

MSD 05/26/94 10:55:22 251 25.00  
Grantees Address: Nine Robert Sproul Road, Medfield, MA  
Property Address: Goulding Street, Holliston, MA  
SEE PLAN IN RECORD BOOK PAGE 171

AK 24567K182

The within conveyance is further subject to and/or with the benefit of any and all rights of way, easements or restrictions of record which are in full force and effect and applicable to the subject premises.


The within conveyance does not constitute a transfer of all or substantially all of the Grantor's assets in the Commonwealth of Massachusetts.


For Grantor's title, see Deed recorded at the Middlesex South District Registry of Deeds in Book 23321, Page 105.

IN WITNESS WHEREOF, the said Iverson Bready Development Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by David Iverson, Jr., its President and Paul K. Bready, its Treasurer, hereto duly authorized, this 24th day of May, 1994.

IN WITNESS WHEREOF, the said Iverson Bready Development Corp. has caused these presents to be signed, acknowledged and delivered in its name and behalf by David Iverson, Jr., its President and Paul K. Bready, its Treasurer hereto duly authorized, this 24th day of May in the year one thousand nine hundred and ninety-four.

IVERSON BREADY DEVELOPMENT CORP.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

By:   
David Iverson, Jr. - President

By:   
Paul K. Bready - Treasurer



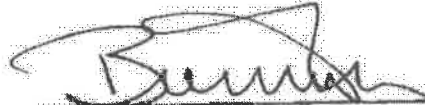
DK 24567 N 183

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 24, 1994

Then personally appeared the above named David Iverson, Jr. and Paul K. Bready and acknowledged the foregoing instrument to be their free act and deed of Iverson Bready Development Corp. before me,



Notary Public

My Commission Expires: 3/7/97

P12

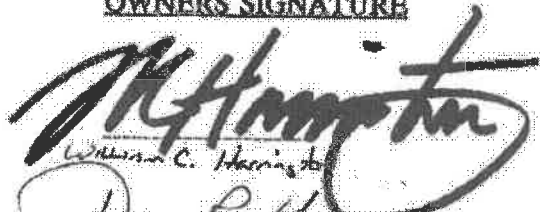

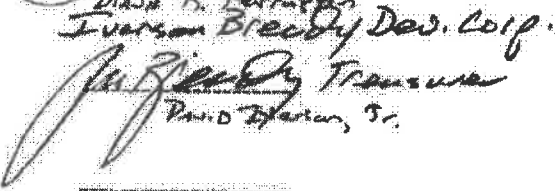
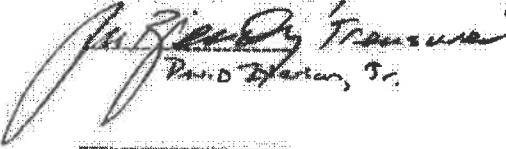

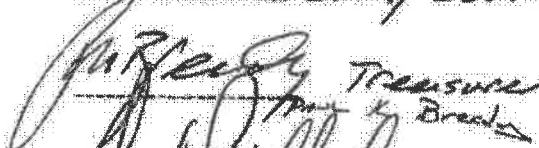
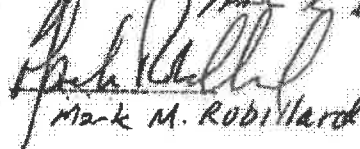

GOULDING PLACE HOMEOWNERS ASSOCIATION

Resolution of Change in Declaration of Covenants

The members of the Goulding Place Homeowners Association hereby resolve to change the current Declaration of Covenants and replace it with a revised Goulding Place Homeowners Association Declaration of Covenants. This revised Declaration of Covenants is herewith attached.

\*recorded in the South Middlesex Registry of Deeds in Book 24567, Page 172.

MSD 01/17/96 08:40:29 71 18.00


<u>LOT NUMBER</u>	<u>OWNERS SIGNATURE</u>	<u>DATE</u>
1-R	 William C. Harrington	12/10/94
2-R	 David B. Harrington  Iverson Bready Dev. Corp.  Paul Bready Treasurer Paul Bready, Sr.	12/10/94 12/10/94
3-R	 Iverson Bready Dev. Corp.  Paul Bready Treasurer Paul Bready, Sr.	12/10/94
4-R	 Mark M. Robillard	12/10/94
5-R	 Mark M. Robillard	12/10/94

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

DECEMBER 10, 1994

Then personally appeared the above-named Paul K. Bready, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of Iverson Bready Development Corp., before me



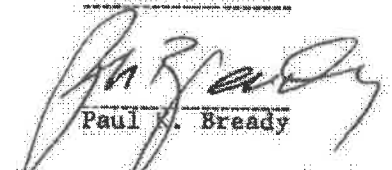
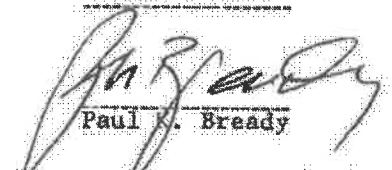
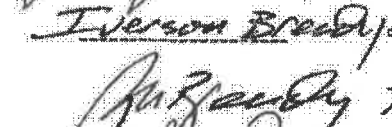
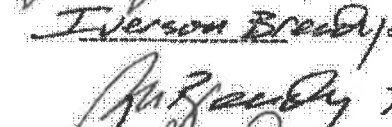
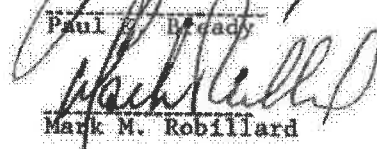
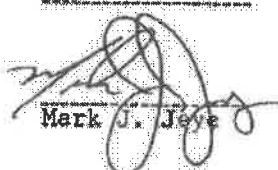
  
Alan F. Dodd, Notary Public  
My Commission Expires: 01/18/96

## GOULDING PLACE HOMEOWNERS ASSOCIATION

## Agreement to Change of the Declaration of Covenants for Goulding Place

The Goulding Place Homeowners Association has meet and voted out of existence the old Declaration of Covenants for Goulding Place,\*and has adopted the attached Declaration of Covenants for Goulding Place. All current property owners agree to the changes contained in the new Declaration of Covenants.

\*recorded in the South Middlesex Registry of Deeds in Book 24567, Page 172,

<u>LOT NUMBER</u>	<u>OWNERS SIGNATURE</u>	<u>DATE</u>
1-R	 William C. Harrington	12/10/94
	 Diana R. Harrington	12/10/94
2-R	 Paul K. Bready	12/10/94
	 Transw	
3-R	 Paul K. Bready	12/10/94
	 Transw	
4-R	 Mark M. Robillard	12/10/94
5-R	 Mark J. Jey	12/10/94

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

DECEMBER 10, 1994

Then personally appeared the above-named Paul K. Bready, Treasurer, and acknowledged the foregoing instrument to be the free act and deed of Iverson Bready Development Corp., before me



Alan F. Dodd, Notary Public  
My Commission Expires: 01/18/96

OK 25973 PG 282

GOULDING PLACE

Declaration of Covenants

Declaration made on this, the 19th day of December, 1994 by IVERSON BREADY DEVELOPMENT CORP., a duly organized and existing Massachusetts Corporation having an usual place of business located at Nine Robert Sproul Road, Medfield, County of Norfolk, Massachusetts (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain premises known as and hereinafter referred to as GOULDING PLACE, located on Goulding Street in Holliston, Middlesex County, Massachusetts, which premises, now designated as lots 1-R, 2-R, 3-R, 4-R, and 5-R, all as depicted on a plan entitled, "Plan of Land, Holliston, Mass., Scale: 1" = 50', May 9, 1994, Prepared for: Iverson Bready Development Corp., Prepared by: GLM Engineering Consultants, Inc., 1750 Washington St., Holliston, MA, (508) 429-1100", which plan is recorded herewith. See also Deed recorded at the Middlesex South District Registry of Deeds in Book 23321, Page 105; and

WHEREAS, Declarant is in the process of subdividing Goulding Place into five (5) lots, all as hereinbefore designated; and

WHEREAS, Declarant desires to subject the "Residential Area" to certain agreements, covenants, reservations, easements, charges and restrictions as hereinafter set forth, all for the purpose of ensuring the use of the premises for attractive, residential purposes only and in connection therewith, to prevent nuisances, the impairment of the attractiveness of the property and to maintain the desired tone of the community thereby securing to each grantee the full benefit and enjoyment of their property; and

NOW THEREFORE, in order to provide for the mutual protection and benefit of each home site, and ways therein, within the "Residential Area", Declarant hereby and herewith declares that each home site shall be held, owned and conveyed subject to the agreements, covenants, reservations, easements, charges and restrictions hereinafter set forth and applicable to the "Residential Area".



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ARTICLE I

THE HOMEOWNERS ASSOCIATION

- A. Declarant shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are herein set forth until such time as provided for in Paragraph B of the within Article I.
- B. Declarant shall, not later than ninety (90) days next following the date of conveyance of the last building lot within GOULDING PLACE, cause to be formed an unincorporated association (hereinafter referred to as the "Association"), of which all owners of building lots within GOULDING PLACE shall be members, so long as they shall own any such building lot.
- C. Once established, the "Association" shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are set forth herein and all rights, powers, reservations and duties of the Declarant (except such as it may have as owner of the building lot or lots) shall terminate the same to be thereafter exercised solely by the "Association".
- D. The Grantees of each building lot shall be subject to an annual lot charge and in the percentages set forth below:

LOT NUMBER	PERCENTAGE		TOTAL ESTIMATED ANNUAL COST		LOT CHARGE
1-R	65%	x	1200	=	\$ 780
2-R	15%	x	1200	=	\$ 180
3-R	0%	x	0	=	NIL
4-R	10%	x	1200	=	\$ 120
5-R	10%	x	1200	=	\$ 120
	100%				\$1200

The lot charge will be paid by each building lot owner on or before the first day of January of each year, provided, however, that the first charge on any lot shall become due and payable on the date of the aforementioned conveyance on a pro rata basis. Such payment is to be made at the address designated by the Declarant or the "Association", as the case may be. Such funds are to be held by Declarant in a segregated account or by the Association, when formed, to be applied only as set forth in subsection E below. All charges assessed hereunder shall constitute a lien upon the building lot enforceable as provided herein.

E. The annual charges shall be applied by the Declarant Homeowner's Association to fulfill the following obligations of Declarant or the Association:

1. Care and maintenance of the driveway serving the lots which will include, but shall not be limited to, paving, repaving, repair, replacement, sanding, snow plowing and control of snow/ice conditions.
2. Payment for and procurement of a liability insurance policy or policies, having minimum coverage of \$500,000/\$1,000,000, covering the referenced driveway.  
  
The liability insurance policy or policies shall name members of the unincorporated association, their successors and assigns, as insured parties.
3. Care and maintenance of any and all easements, drainage or otherwise, crossing the driveway or any one or more of the lots as hereinbefore designated.
4. Expenses necessary for or incidental to the administration of the terms and provisions of the within Declaration, including, but not limited to, the enforcement of the agreements, covenants, reservations, easements, charges, and restrictions as contained herein. The annual charges shall be established and applied in accordance with Article III J of this document or by the Association in accordance with the provisions of the instrument or instruments giving rise to its creation.

F. The Declarant shall, not later than ninety (90) days next following the date of conveyance of the last building lot within GOULDING PLACE grant, convey, transfer and assign to the unincorporated association, by an appropriate instrument or instruments duly recorded at the Middlesex South District Registry of Deeds, all right, title and interest said Declarant has in and to the aforementioned driveway and easements. It is expressly provided, however,

## ARTICLE II

### THE RESIDENTIAL AREA

A. The Declarant reserves unto itself (to be transferred to said Association) the right to easements, ten (10) feet in width, along the interior sidelines and front and rear lines of the building lots for any and all purposes relating to the development of GOULDING PLACE, including, but not limited to, the following:

1. Service boxes, wires, and conduits for the transmission of electricity for lighting, telephone and other purposes and for necessary attachments in connection therewith.
2. Storm water drains, water mains and pipes, hydrants, etc.
3. Any other method of conducting and performing any public or quasi public utility or function over or beneath the surface of the grounds.

B. It is further expressly provided that the agreements, covenants, reservations, easements, charges and restrictions set forth herein are to run with the land in perpetuity.

**AGREEMENT REGARDING RANGE OF CARE AND MAINTANCE OF "DRIVEWAY"  
GOULDING PLACE - SECTION E OF HOMEOWNERS AGREEMENT**

The driveway serving lots 1-R to 5-R is construed to mean the road serving the property up to and including the continuation of the road onto lot 1-R up to the house and including the parking area, but not including the spur driveway leading from the Goulding Place driveway to lot 2-R (as noted on the attached map.)

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C. The structure and immediate grounds on each building lot shall be maintained in a neat and attractive manner.

D. No grantee or his heirs, successors and assigns, agents, servants, tenants or other person or persons for whom the grantee has a legal responsibility, may:

1. Store business trucks, equipment, boats or boat trailers, campers and the like on any building lot unless said items are not visible from the street or adjacent lots or are in a garage or other approved structure. It is expressly provided, however, that such items may be parked within sight of the roadway if said parking is for temporary purposes only but, in any event, not longer than seventy-two (72) hours.
2. Place, maintain or store any commercial vehicle, unregistered vehicle or any type motorcycle, or other two or three wheel motor vehicles of any description on any building lot overnight unless parked in a garage or other approved structure.
3. Place any garbage or other refuse containers on any building lot unless enclosed and placed in such a manner so as not to be visible from the roadways or adjacent lots except in connection with normal pickup and collection of same.
4. Place or erect any radio or television towers upon any building or building lots, nor erect any antenna device exceeding a height of six (6) feet.
5. Install or maintain exterior lighting of such intensity that the same unreasonably disturbs any of the residents of GOULDING PLACE.
6. Alter the exterior materials or colors of any structure whether a residential dwelling or an accessory building, except that the exterior of any structure may be repainted in so-called "neutral" colors.

ARTICLE III

ADMINISTRATIVE PROVISIONS

A. The liens referenced in Articles I and II above may be enforced by the Declarant by sale of the premises subject thereto, in the manner provided by law for the foreclosure of mortgages containing a power of sale, providing that notice of the commencement of such proceedings or an affidavit of such sale, is filed in the Middlesex South District Registry of Deeds within two (2) years of the date on which payment is due.

B. The Declarant shall, upon written request, issue a certificate setting forth the current status of any liens referenced in Articles I and II on any building lot within GOULDING PLACE and such certificate shall, when recorded, be binding upon the Declarant as of the date of such certificate.

The liens provided for herein shall be subordinate to the lien of any mortgage given by the owner of any such building lot to any bank or other lending institution; provided, however, that any such mortgagee then in possession and any purchaser at any foreclosure sale and all persons claiming under them shall hold such property subject to the obligations and liens set forth in Articles I and II.

C. All notices and requests directed to the Declarant shall be addressed to Nine Robert Sproul, Medfield, County of Norfolk, Massachusetts, 02052, c/o Paul Bready, or to such other address as may hereinafter be designated by the Declarant and notices directed to a lot owner shall be addressed to the lot or to any address designated by such lot owner in writing.

D. If any easement, covenant, restriction, agreement or charge herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easement, covenant, restriction, agreement or charge herein contained.

E. A certificate signed by the Declarant relating to compliance with the covenants, restrictions, agreements and charges as required by the Declaration shall be conclusive evidence against all persons of the truth of the facts therein stated.

G. The term "Declarant" shall mean, where appropriate, the Declarant of the Association or their respective successors or assigns. Where appropriate, references in the singular shall mean in the plural and references to the male gender shall, where appropriate, mean the female gender.

H. Unless expressly qualified herein, the term "grantee" shall mean a lot owner or land owner, his or her heirs, successors and assigns and/or his or her agent, servants, tenants or other person or persons for whom the grantee has a legal responsibility.

I. No provisions in this within Declaration is intended to be in violation or derogation of any town by-law or ordinance or state statute or law. In the event it is more restrictive than set forth herein, the law shall prevail. In the event of any alleged ambiguity involving the provisions of the within Declaration, the more restrictive interpretation shall be applicable.

J. Meetings of members of the Association will be held on dates, times and places all in accordance with By-Laws to be adopted by the Association. Meetings may be called by any lot owner by written notice delivered at least 48 hours in advance to all other owners. At all meetings two (2) lot owners, one (1) of whom must be the owner of Lot 1, shall constitute a quorum. However, a motion will pass only upon approval of sixty-six and two-thirds (66-2/3) interest as set forth in Item D of Article I. In the event a quorum is not present at any meeting, a lot owner or lot owners shall have the power and authority to adjourn the meeting to a date certain for a continued hearing of the Association.

- K. This Declaration may be amended by the recording of an instrument at the Middlesex Registry of Deeds, signed by more than 66 2/3% in interest.

The within Declaration shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Declarant, GOULDING PLACE, has executed the within instrument and caused its Corporate Seal to be affixed hereto on the date first above mentioned.

Witness our hands and seals on this the 19th day of December, 1994

Witnesses:

IVERSON BREADY DEVELOPMENT  
CORP.

By: \_\_\_\_\_

David Iverson, Jr.

By: \_\_\_\_\_

Paul K. Bready

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 19, 1994

Then personally appeared the above named David Iverson, Jr. and Paul K. Bready, and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public *Ann K. DeH*  
My commission expires: *12/96*



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