

TUTTLE LANE HOMEOWNERS' ASSOCIATION TRUST
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, the Declarant, HPI Mass RE Development, LLC, a Massachusetts limited liability company, with a mailing address of 23 Stiles Road, Salem, New Hampshire 03079, owner of the property at 333, 339 and 349 Summer Street, Lynnfield, Essex County, Massachusetts (hereinafter referred to as either "Declarant" or "Trustee"), all of which land is shown on the plan referenced below, in full consideration of the promises and covenants hereinafter set forth, declares and agrees on behalf of itself, the Association and subsequent Owners as hereinafter defined, as follows:

I. Statement of Purposes

It is the intent of the Declarant/Trustee:

- A. To provide for the continued maintenance of the Drainage System, including the surface water runoff detention and recharge basin located on Lot 5, and each of the individual stormwater management facility and drainage systems on each individual Lot, being Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 as shown on the Subdivision Plan and all related appurtenances in order to adequately ensure proper drainage of the Property and protect adjacent resource areas for the benefit of the Owners and the Lynnfield Planning Board, as required by the final action of the Lynnfield Planning Board recorded herewith (hereinafter collectively referred to as "Drainage System").
- B. To implement the Planning Board Conditions of Approval of the Subdivision Plan (the "Conditions of Approval").
- C. To provide for the continued maintenance, including landscaping, of the island in the cul-de-sac as shown on the Subdivision Plan.
- D. To enforce and insure compliance with the terms and conditions of a letter agreement dated March 29, 2019 between the Lynnfield Historical Commission and:

Janet M. Tobin, Trustee
DiGiovanni Family Trust
333 Summer Street
Lynnfield, MA 01940

Stephen C. Wallace and
Laura Singleton Wallace
339 Summer Street
Lynnfield, MA 01940

Jane W. Coonrod
349 Summer Street
Lynnfield, MA 01940

regarding properties at 333, 339 and 349 Summer Street (the "Historical Commission Agreement") attached hereto as Exhibit "1".

II. Certain Definitions

The following words when used in this Declaration shall have the following meanings:

- a. "Association" shall mean the Trustee from time to time of the Tuttle Lane Homeowners' Association Trust.
- b. "Common Expenses" shall mean all expenses incurred by the Association relating to all of the Drainage System located on Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 as shown on the Subdivision Plan to be recorded herewith, to be proportionately shared by all of the aforementioned Lots, including, without limitation, all maintenance costs, repair costs, insurance premiums and deductibles, attorney's fees, accountant's fees, taxes, assessments, interest and the cost of labor, equipment and materials and the management and supervision thereof, together with provision for a reserve for capital improvements. In addition, Common Expenses shall cover all direct and indirect costs incurred in regularly complying with the "Long Term Operation and Maintenance Plan" and "Long Term Pollution Prevention Plan" for Tuttle Lane, Lynnfield, Mass." dated July 2, 2019, prepared by Williams and Sparages Engineers, attached hereto as Exhibits 2 and 3, respectively (collectively, the "Operation and Maintenance Plan"), as the same may be amended by the mutual consent of the Lynnfield Planning Board and the Trustee hereof, and a copy of which is on file in the office of the Lynnfield Planning Board.

Common Expenses shall also mean all expenses by the Association incidental to enforcing the terms and conditions of the Conditions of Approval and the Historical Commission Agreement.

- c. "Declaration" shall mean this Declaration of Protective Covenants.
- d. "Drainage System" is defined as set forth in Section I.A, above.
- e. "Initial Contribution" shall mean the payment made by the Declarant, Trustee or first owners, as provided in Section III i. below.
- f. "Lot or Parcel" shall mean and refer to any and all of the lots shown on the Subdivision Plan, all of which are subject to the terms of this Homeowners' Association Trust.
- g. "Operation and Maintenance Plan" is defined in Section II.b, above.
- h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property including the Declarant, and such Owner's successors, assigns and grantees, but shall not refer to a holder of a mortgage secured by any Lot unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure. Each Lot shall be entitled to one vote concerning all Association matters.
- i. "Subdivision Plan" or "Plan" shall mean that certain plan entitled "Definitive Subdivision Plan Tuttle Lane in Lynnfield Mass., Assessors Map 34, Lots 2015, 2017 and 2055, Scale 1"=40'", originally dated November 21, 2018, revised May 9, 2019, and further revised through August 12, 2019, consisting of 12 sheets, to be recorded with the Essex South District Registry of Deeds herewith.
- j. "Planning Board" shall mean the duly elected members of the Town of Lynnfield, Massachusetts Planning Board.
- k. "Property" shall mean all of the land described on the Plan, which includes all the property located at 333, 339 and 349 Summer Street, Lynnfield, Massachusetts.
- l. "Registry of Deeds" shall mean the Essex South District Registry of Deeds.
- m. "Town" shall mean the Town of Lynnfield, Massachusetts.

III. Protective Covenants

- a. Applicability. This Declaration and these covenants shall be binding on the Declarant and its successors and assigns, including all Owners. The covenants imposed herein shall run in perpetuity with the Property, shall operate as restrictions upon the Property and shall be for the mutual benefit of the Property Owners and the Town. A duly executed original hereof shall be recorded with the Plan at the Registry of Deeds. Any amendment of this provision shall require written Planning Board approval, and shall not be effective until a certified copy thereof is recorded with the Registry of Deeds.
- b. The Association. Prior to conveyance of any Lots on the Plan, the Trustee does, by the execution hereof, create the Association, the holders of the beneficial interest in which shall be the Owners. Each Owner shall have a beneficial interest in the Association equal to a fraction, the numerator of which is the number of lots owned by such Owner and the denominator of which equals the number of Lots comprising the Property. Each Owner shall have one vote in the Association and, unless otherwise provided, the Association shall act on the majority vote of the Owners. If and when the initial Trustee hereunder resigns or fails to so serve or at such time as it no longer owns any Lot shown on the Subdivision Plan, the Owners of all the Lots shall, by majority vote, elect one or more Trustee who shall assume the responsibility of the Trustee hereunder. Thereafter the Owners shall annually elect said Trustee to so serve. A duly acknowledged appointment of Trustee, accepted by the Trustee so named and recorded in the Registry of Deeds, shall be conclusive proof of the identity of the persons entitled to act hereunder until a subsequent appointment and acceptance is so recorded. The Association shall promptly notify the Town, in writing, of all changes in the identity of the Trustee, and the Town shall be entitled at all times to deal with the Association through the Trustee identified herein or, if applicable, most recently so identified to the Town.
- c. Maintenance of the Drainage System. The Association shall be responsible for all necessary maintenance, repairs and replacement of the entire Drainage System, including, without limitation, cleaning, clearing, cutting and removing vegetation from the Drainage System at such frequency as is necessary to ensure its continued effective functioning, as determined from time to time by the Town, exclusive of such maintenance, repairs and replacement of any portion of the Drainage System which now is or hereafter may become the responsibility of the Town. The Association shall also be responsible for continued maintenance including landscaping of the

island in the cul-de-sac as shown on the Subdivision Plan. In the event that the Association fails to perform such obligations, upon thirty (30) days prior written notice sent to the Trustee by Certified Mail, Return Receipt Requested (except emergency situations deemed such by the Town, which shall require no notice), the Town shall have the right, but shall not be required, to perform such obligations. The Association shall reimburse the Town within thirty (30) days of the date of completion of such repairs for all costs which the Town incurs in performing such obligations. Prior to conveying out the Lots by recorded deeds, the Declarant shall be responsible for performing such obligations. Attached hereto as Exhibits 2 and 3 and incorporated herein by this reference is the Operation and Maintenance Plan for all portions of the surface water runoff systems for which the Owner and future owners are responsible, a copy of which is on file in the office of the Planning Board. By acceptance of a deed for Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 as more particularly shown on the Subdivision Plan, any and all subsequent Owners assume the responsibility to comply with said Operation and Maintenance Plan, including the necessary inspections and reports to the Town of Lynnfield Planning Board and as otherwise provided in said plan.

With respect to the requirement that the Association perform annual inspections of the surface water runoff systems shown on the Subdivision Plan and/or referred to herein, it shall be an express requirement of the Homeowners' Association Trust that a copy of each annual report also be filed with the Lynnfield Department of Public Works ("LDPW") within 10 days of receipt thereof by the Association, failing which, and upon an additional 14 days written notice of such failure to the Association by the LDPW, the LDPW shall have the right but not the obligation to perform any of the annual inspection(s) and obtain the report therefor, in which event, the Association shall reimburse the LDPW for all reasonable costs incurred in performing such inspection(s) and obtaining said report.

SUBSEQUENT OWNERS OF ANY LOT SHOWN ON THE SUBDIVISION PLAN ARE HEREBY ADVISED THAT THEY ARE DIRECTLY RESPONSIBLE FOR THE CONTINUED CLEANING AND MAINTENANCE OF THE INDIVIDUAL ROOF GUTTERS, DOWNSPOUTS, DRYWELLS AND APPURTENANCES LOCATED ON THEIR DWELLINGS AND LOTS AS THE SAME CONSTITUTE PART OF THE OVERALL SURFACE WATER RUNOFF SYSTEMS.

THE DECLARANT AND THE ASSOCIATION SHALL IN ADDITION THERETO BE JOINTLY AND SEVERALLY RESPONSIBLE FOR COMPLIANCE WITH THE CONDITIONS OF APPROVAL AND

ENFORCEMENT OF THE PROVISIONS OF THE HISTORICAL
COMMISSION AGREEMENT.

- d. Insurance. The Association shall obtain and maintain, to the extent attainable and permitted by applicable law: (i) a multi-peril type insurance policy including casualty and extended coverage covering all perils normally covered by the standard coverage endorsement insuring the Drainage System; (ii) worker's compensation insurance if the Association shall have any employee or employees; (iii) comprehensive general liability insurance covering the Drainage System and all portions of the Property used by the Association to perform its obligations pursuant to subsection c. above, in such amounts and with such coverages as the Association shall from time to time reasonably determine with a combined single limit for personal injury, death and property damage of not less than One Million (\$1,000,000.00) Dollars, but at least covering each Trustee of the Association, the managing agent or the manager, if any, and each Owner and with a cross liability endorsement to cover liabilities of the Association to an Owner and a severability of interest provision precluding the insurer's denial of an Owner's claim because of negligent acts by the Association or other Owners; (iv) defalcation, theft and misappropriation insurance covering the Association and all other persons handling or responsible for funds administered by the Association whether or not they receive compensation for their services; and (v) such other insurance as the Association may determine.
- e. Assessments and Lien for Non-Payment. The Declarant hereby covenants for each Lot owned by it, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so express in any such deed or other conveyance, shall be deemed a covenant to pay to the Association his/her/their/its pro rata share of all Common Expenses when due and payable. Each Owner's pro rata share of Common Expenses shall correspond to such Owner's interest in the Association. At least thirty (30) days prior to the commencement of each fiscal year of the Association, the Association shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provisions for contingencies and reserves and, after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Association shall promptly furnish copies of each budget upon which such assessment is based to all Owners and render statements to the Owners for their respective shares of such assessment. Each Owner shall pay his/her/their/its pro rata share of the Common Expenses or any special assessment required by the Association for capital purposes, within thirty

(30) days of receipt of a statement therefor. In the event that at any time and from time to time the Association shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or to be incurred including, but not limited to, provisions for proper reserve funds, the Association shall make a special assessment or assessments and render statements therefor in the manner aforesaid and such statements shall be payable and take effect as set forth in such statements. In addition, the Association shall, to the extent necessary, set aside common funds to create reserves for the purpose of capital improvements to the Drainage System. The annual and special assessments, with interest thereon, if not paid when due, at a rate equal to 1 ½% per month, together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceeding brought to collect such assessments, shall constitute a continuing lien against the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person(s) who was the record Owner of such Lot at the time when the assessment was made.

- f. Certificate of Lien. The Association shall, upon demand, at any time furnish to any Owner, a certificate in form recordable in the Registry of Deeds, setting forth the amount and due date of any outstanding assessment and whether the same has been paid. Such certificate may be signed by a Trustee or any officer designated by the Association, and the signature of such Trustee or officer shall be conclusive of his/her authority, and shall be conclusive evidence of payment of any assessment therein stated to be unpaid. Any cost associated therewith shall be paid to the Association by the Owner.
- g. Effect of Non-Payment of Assessment. If any assessment is not paid when due, determined as aforesaid, and in accordance with this Homeowners' Association Trust, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are herein provided, thereupon become a continuing lien on the Lot with respect to which the assessment was levied which shall bind such Lot of the then Owner and the Owner and his or her heirs, devisees, personal representatives, successors, assigns and grantees. Such assessment shall also be the personal obligation of the Owner and his or her heirs, devisees, personal representatives, successors, assigns and grantees. If the assessment is not paid within ninety (90) days after the date upon which the same may be payable, the Association may bring an action at law against the Owner liable therefor and there shall be added to the amount of such assessment the fees and costs incurred by the Association in connection with such action; and in the event a judgment is obtained, such judgment

shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the cost of the action. Once a judgment is obtained, the Association may, among other remedies available to it, also proceed to foreclose the lien on the Lot through the same procedure utilized to foreclose condominium common charge liens.

- h. Easements. The Association hereby reserves, and shall have the benefit of a perpetual easement to use, to the extent necessary, such portions of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 as aforesaid for purposes of access to and egress from the Drainage System, the individual drainage systems on the said Lots, as well as the retention system on Lot 5, and for inspections, maintenance, repair, alteration and replacement of any and all portions of said Drainage System. However, the Association shall be liable to the respective Owners of Lots, 1, 2, 3, 4, 5, 6, 7, 8 and 9, for any damage to said Lot(s) or any improvements thereto or thereon caused by such action, not properly repaired by the Association, which shall be promptly reimbursed to said Owner, once said Owner has provided a good faith estimate of the cost to repair said damage caused by the Association or its duly authorized agents or contractors, said estimate to be prepared by a disinterested professional qualified to make the same and agreed to by the Association. The perpetual easement hereby reserved and granted to the Association is also hereby granted to the Town for the purpose of exercising, and to the extent reasonably necessary to exercise, its rights under Section III.c. above, provided, however, that any liability incurred by the Town to the Owners of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 on account of damage to said Lot(s) or to any improvements thereof or thereon shall be the obligation of the Association, unless such liability arises from intentional wrongdoing or gross negligence by personnel of the Town.
- i. Initial Contribution. Upon execution of this Declaration, the Declarant shall establish an account to hold funds to be used by the Association and/or the Trustee to satisfy the duties and obligations imposed by this Agreement. At the time said account is established, or upon the conveyance of each Lot shown on the Plan, whichever is later, the Declarant or new Owner shall deposit \$1,500.00 into the account for each Lot shown on the Plan (such payments to be referred to as the "Initial Contribution"). The Initial Contribution shall be used only for maintenance, capital improvements to the Drainage System and insurance costs, provided, however, that any interest accruing on the Initial Contribution following its deposit by the Declarant may be used to fund any Common Expenses. The Initial Contribution may be used in place of or in conjunction with any other monies available to the Association to fund maintenance, capital improvements to the Drainage System and insurance costs, and may be

commingled with other monies held by and for the benefit of the Association, including, but not limited to, any assessments paid by Lot Owners, it being expressly understood that any such commingling shall not affect in any way the foregoing limitation on the use of the Initial Contribution.

IV. General

- a. Counterparts. This Declaration may be executed in any number of counterparts, each of which, when recorded in the Registry of Deeds, shall be an original instrument, and all counterparts shall constitute one and the same instrument.
- b. Enforcement. The provisions hereof may be enforced by the Trustee, by its successors and assigns in interest, by the Owners from time to time of any Lot shown on the Plan, and by the Town through a civil action in any court of competent jurisdiction. In the event the Town must initiate any civil action to enforce the provisions of the Declaration, the Town shall have the right to reimbursement of all costs and attorney's fees incurred in said action. The obligations owed by the Association to the Town, under §III.c. and otherwise hereunder, shall be the joint and several obligation of each and all of the Owners personally and of their respective heirs, devisees, personal representatives, successors, assigns and grantees. Any amendment of this provision shall require written approval and consent of the Lynnfield Planning Board, a certified copy of which must be recorded in the Registry of Deeds before becoming effective.
- c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions which shall remain in full force and effect.
- d. Amendments. Except as herein provided, the provisions hereof may be amended only by a two-thirds affirmative vote of all the Association Members, with approval of the Town (acting through its Planning Board), and will only become effective when recorded in the Registry of Deeds referencing this recorded instrument.
- e. Liability. Notwithstanding any provision of this instrument, the then Declarant, conveying any Lot to a grantee by recorded deed, shall thereupon be released from all liability hereunder to the same extent that the Lot conveyed represents a fraction of the total Lots of record, it being the intention of this instrument that upon the sale and recorded

conveyances of all Lots in this subdivision, the then Declarant shall be free of all duties, obligations and liabilities hereunder.

- f. Notice. Any notice which may or shall be given hereunder to the Town shall be given (and shall not be deemed effective unless given) by certified mail, return receipt requested, to:

Lynnfield Planning Board
55 Summer Street
Lynnfield, MA 01940

with a copy to:

Town Administrator
55 Summer Street
Lynnfield, MA 01940

or to such other addresses as the Town may, from time to time by written notice to the Trustee, indicate.

[TEXT ENDS HERE - SIGNATURE PAGE FOLLOWS]

Executed as a sealed instrument this ____ day of _____, 2019.

DECLARANT:

HPI Mass RE Development, LLC

By _____
MICHAEL HANNON, Manager

By _____
KENNETH W. GUDEK, SR., Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared MICHAEL HANNON, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager and authorized signatory of HPI Mass RE Development, LLC.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared KENNETH W. GUDEK, SR., Manager as aforesaid, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager and authorized signatory of HPI Mass RE Development, LLC.

Notary Public
My Commission Expires: _____

EXHIBIT 1



Lynnfield Historical Commission
35 South Common
Lynnfield, MA 01940
781-334-9620 lhc@town.lynnfield.ma.us

March 28, 2019

Janet M. Tobin, Trustee
DiGiovanni Family Trust
333 Summer Street
Lynnfield, MA 01940

Stephen C. Wallace and
Laura Singleton Wallace
339 Summer Street
Lynnfield, MA 01940

Jane W. Coonrod
349 Summer Street
Lynnfield, MA 01940

Re: Properties at 333, 339 and 349 Summer Street

Ladies and Gentlemen,

As you know, the Town of Lynnfield's Historic Preservation By-Law was approved at the October 20, 2008 Special Town Meeting and later codified as Chapter 154 of the General Bylaws of the Town. This bylaw was enacted for the purpose of preserving and protecting significant structures within the town which constitute or reflect distinctive features of architectural, cultural, economic, political or social history of the town and to limit the detrimental effect of demolition on the character of the town. By preserving and protecting significant structures, streetscapes and neighborhoods, this bylaw promotes the public welfare by making the town a more attractive and desirable place in which to live and work. To achieve these purposes the Lynnfield Historical Commission is empowered to advise the Building Inspector with respect to the issuance of permits for demolition of significant structures.

In order to qualify as subject to the bylaw, a structure must be listed on, or is within an area listed on, the National Register of Historic Places, or is the subject of a pending

March 28, 2019

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application on said National Register; is included in any historical or architectural inventory maintained by the Commission or has been determined by vote of the Commission to be historically or architecturally significant in terms of period, style, method of building construction, or association with a famous architect or builder.

In this case, after meeting with Attorney Ted Regnante, Architect Mat Cummings and Michael and Brian Hannon, as representatives of the developer HPI, LLC, and after inspection of your homes at 333, 339, and 349 Summer Street, the Historical Commission has conditionally determined that they do not meet all of the requirements of potentially significant structures and are released from any delay enforcement under the Demolition Delay Bylaw. This also should be considered a conditional release from enforcement for all structures on your properties, including garages and outbuildings. We understand that you will be selling the subject properties to HPI, LLC of Salem, New Hampshire, or its designee, subject to obtaining necessary approvals for a nine-lot subdivision on the Properties. A copy of the Subdivision Plan dated November 21, 2018, has been submitted to us. This conditional release shall apply to HPI, LLC's, or its designee's, ownership and development of the properties in accordance with said Subdivision Plan as finally approved by the Planning Board and Conservation Commission.

The Commission also conditionally releases the applicant from the requirement to submit measured drawings or other documentation for the town's historic records. Although the existing structures fit well in the fabric of the neighborhood, the Commission finds that if the conditions set forth below are fulfilled, removing them would not be detrimental to the historical or architectural heritage or resources of the town and shall so notify the Building Inspector. The Building Inspector may issue a Demolition Permit at any time following the recording of a subdivision plan as described below.

This release is conditioned upon compliance with the following conditions to protect the streetscape from Summer Street and the preservation of the historical values of the Town of Lynnfield.

1. Plans for the properties to be built upon Lot 1 and 9 shown on the Subdivision Plan shall be in substantial conformity with Conceptual Plans dated January 24, 2019, revised February 13, 2019, drawn by Cummings Architects on file with the Commission and in accordance with building specifications contained in a Covenant attached hereto as Exhibit A.

2. The buildings on remaining lots 2, 3, 4, 5, 6, 7 and 8 will be subject to building specifications described in a covenant attached hereto as Exhibit B.

3. The Covenants set forth in Exhibits A and B will be recorded as part of common scheme restrictions for the respective lots upon final approval by the Planning Board and Conservation Commission of your final Subdivision Plans and will be in effect for the longest period allowed by law. The covenants will be subject to enforcement by HPI, LLC, or its designee, during the development of the nine lots and thereafter by the Subdivision Home Owners Association. Neither HPI, LLC, its designee, nor the individual homeowners shall have any right to waive or modify these covenants.

4. Construction shall in all respects be in compliance with the said plans and exhibits.

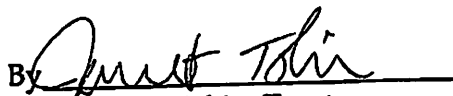
Best Regards,

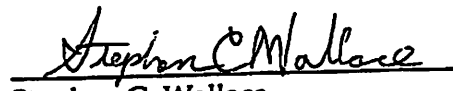


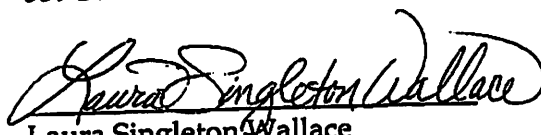
Steve Todisco
Lynnfield Historical Commission, Chair
Roy Sorli
Shelley Lynch
Steven Richard
Robert MacKendrick
Kirk Mansfield

The foregoing terms are agreed upon:

DiGiovanni Family Trust

By 
Janet M. Tobin, Trustee
333 Summer Street


Stephen C. Wallace
339 Summer Street


Laura Singleton Wallace
339 Summer Street

HPI, LLC

By 
its duly authorized Manager

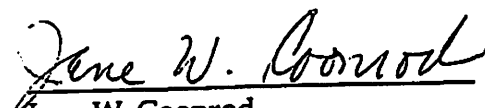

Jane W. Coonrod
349 Summer Street

EXHIBIT A



CUMMINGS ARCHITECTS

57 South Main Street / Ipswich, MA 01938
tel: 978.350.5026 / info@cummingsarchitects.com

Lots 1 and 9 Covenant

Date: 2.15.19

By-Way Restriction

1. Is to be 10 feet running parallel with Summer Street.
2. The existing stone farmer's wall on the southerly side of new proposed road entrance (running parallel with Summer Street in front of #349) will be extended on the northerly side of the new proposed road entrance (running parallel with Summer street in front of what is now #333 and #349). The details are as follows:
 - Stones for the extension shall be relocated from interior existing stone walls and be hand placed with no visible grout.
 - The northerly wall height should mirror as closely as possible the height of the existing wall in front of #349.
 - Opening locations in front of the two lots for proposed wooden gate entrances would be reviewed and given approval by the Historic Commission.
 - Stone piers on either side of the entry to the new street are allowed; the same may also be located on either side of proposed wooden gate entrances to the two lots.
3. No fencing is allowed excepting for wood as approved by the Historic Commission and located behind the stone wall.
4. Landscape is allowed but only behind stone wall and not to deter from the streetscape of the homes or wall.
5. No signage allowed except by local, state, federal requirements.

Building Materials

The following building materials and details listed refer only to any buildings to be built at the corner of Summer Street and the new proposed street.

1. All windows are be simulated divided lights with 2" minimum solid sills. Sashes may be clad or of wood. Flange style windows are not allowed and wood frames or equal with face applied trims are required.
2. All window pane proportions must be vertical in height.
3. All windows and exterior doors must have trims being approximately 4" minimum width.
4. Vinyl trims and sidings are not allowed.



CUMMINGS ARCHITECTS

57 South Main Street / Ipswich, MA 01938
tel: 978.258.5026 / info@cummingsarchitects.com

5. Trims are to be of solid material such as wood, pvc (not hollow or vinyl) or fly ash (such as 'Boral') or equal SMOOTH (no wood grain).
6. Clapboards shall be smooth, no woodgrain or rough side is allowed, 4" +/- to the weather.
7. Shingles can be of any wood select.
8. Columns and other decorative millwork can be wood, PVC or fly ash, such as 'Boral'.
9. All trims, handrails, guardrails, columns and any items other than siding, decking, porch ceilings or masonry must be painted.
10. Stone/ brick may be of veneer type but must be of natural material. No manufactured stone or brick is allowed.
11. Roofing can be of any material except for solar or three tab asphalt roofing. No rubber roofing shall be visible from Summer Street.
12. No main roof slopes are allowed to be less than a 7 slope. Exceptions are shed dormers, top slope of gambrel or mansard, canopy roofs above bay windows and doors or similar, cupolas, porches and arched roof lines on elements such as dormers.
13. Garage doors must be painted a dark color.
14. Front door shall be wood or, if of a manufactured material, must be painted dark color.
15. No flood lights allowed to be projected toward Summer Street or new street. All lighting must be of onion or colonial lantern type or similar.

Exhibit B

Lots 2, 3, 4, 5, 6, 7 and 8 Covenant

Date: 3.21.19

This covenant is pertains to the lots of the proposed subdivision that do not have frontage on Summer St. These requirements are intended to allow for a consistent quality of construction across all lots, and equally encourage a variety of house styles avoiding the new McMansion style.

Materials Allowed

- 1. Shingles, clapboards smooth only, or vertical siding can be of any wood select.**
- 2. Wood, PVC, or fly ash, such as 'Boral' or equal for trims, columns etc.**
- 3. Contextual-style homes such as colonial, craftsman, Tudor etc. .. must have vertically proportioned simulated divided wood or clad lights with 2" minimum solid sills and trims approximately 4" minimum width. Contemporary-style homes or other, do not require grilles - these windows can be of flange type.**
- 4. Manufactured trims and railing systems must be painted.**
- 5. Natural stone or brick may be used as a veneer type.**
- 6. Stucco may be of 'Sto' or equal.**
- 7. Roofing can be of any material. Wood doors people or garage.**

Materials Not Allowed

- 1. Vinyl siding of any kind including trims or 'J' channels including at windows and doors.**
- 2. Flood lights projected toward new street.**
- 3. Steel people doors.**
- 4. Fiberglass people doors or garage steel or fiberglass doors facing new street unless painted dark solid color.**
- 5. Solar panels, three tab asphalt roofing, rubber roofing visible from Summer Street.**
- 6. Manufactured masonry.**
- 7. Plastic, synthetic or PVC fencing.**

Forms and Shapes

- 1. Contextual-styled homes – should have no large uninterrupted length of walls or roofs visible from the new street or mis-proportioned Double gables giving McMansion appearance. 7 slope roofs or less are not allowed except at shed dormers, top slope of gambrel or mansard, canopy roofs above bay windows and doors or similar, cupolas, porches and arched roof lines on elements such as dormers.**
- 2. Contemporary homes shall have no gable, hip, or mansard roof lines, and shall have shed shapes or flat roofs. Flat style roofs are allowed but not over 30'-0 in height.**

4 | Long Term Operation & Maintenance Plan

This Operation & Maintenance Plan is prepared to comply with provisions set forth in the Massachusetts Department of Environmental Protection (MassDEP) Stormwater Management Standards.

Structural Best Management Practices (BMPs) require periodic maintenance to ensure proper function and efficiency in pollutant removal from stormwater discharges that would otherwise reach wetland resource areas untreated. Maintenance schedules found below are as recommended in MassDEP's Massachusetts Stormwater Handbook and as recommended in the manufacturer's specifications.

The stormwater management system owner and the party responsible for maintenance of the stormwater management system within the right of way shall be the Town of Lynnfield and its designated employees.

The stormwater management system owner and the party responsible for maintenance of the roof recharge chambers within individual lots shall be the individual home owner.

The stormwater management system owner and the party responsible for maintenance of the surface infiltration basin and proprietary stormwater treatment unit (CDS2015) within the drain easement on lot 5 shall be Tuttle Lane Homeowner's Association Trust and its duly authorized agents or contractors.

4.1 The following BMPs provide pollutant removal and groundwater recharge

- 1) Deep Sump Catch Basin with Hood/Trap
- 2) CDS2015 (Particle separator)
- 3) Surface Infiltration Basin
- 4) Roof recharge chambers

Deep-Sump Catch Basin with Hood/Trap

Inspect and/or clean at least four times per year with special consideration given to the end of foliage and snow removal seasons.

Sediments must also be removed once per year or whenever the depth of deposits is greater than or equal to one half the depth from the bottom of the sump or one half the depth of the invert of the outlet pipe.

Clamshell buckets and/or vacuum trucks are typically used to remove sediment in Massachusetts.

Cleanings may be taken to a landfill or other facility permitted by MassDEP to accept solid waste without any prior approval by MassDEP. However, some landfills require catch basin cleanings to be tested before they are accepted. For information on all of the MassDEP requirements pertaining to the disposal of catch basin cleanings go to

<http://www.mass.gov/eea/agencies/massdep/recycle/regulations/management-of-catch-basin-cleanings.html>



Contech CDS 2015-4 Particle Separator

Inspect and/or clean at least four times per year with special consideration given to the end of foliage and snow removal seasons.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated. When the distance from the water surface to the top of the sediment pile reached less than 3 feet the system should be cleaned. The CDS system shall be cleaned a minimum of twice per year. One cleaning shall occur prior to April 15th and one prior to September 15th of each year. Cleaning a CDS systems should be done during dry weather conditions when no flow is entering the system. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

Clamshell buckets and/or vacuum trucks are typically used to remove sediment in Massachusetts.

Surface Infiltration Basin

Infiltration basins are prone to clogging and failure so it is imperative to develop and implement aggressive maintenance plans and schedules. If required, installing the required pretreatment BMPs, e.g. deep-sump catch basins and sediment forebays, will significantly reduce the maintenance requirements for the basin.

Inspections and preventative maintenance shall be performed at least twice a year, and after every time drainage discharges through the high outlet orifice or a major storm event which is defined as a storm that is equal to or greater than the 2-year, 24-hour storm (3.1 inches in a 24 hour storm).

After the basin is on line, inspect it after every major storm for the first few months to ensure that it is stabilized and functioning properly. Take corrective action if necessary.

Note the time that water remains standing in the basin after a storm event. Standing water within the basin 48 to 72 hours after a storm indicates that the infiltration capacity of the basin may have been overestimated or the bottom has been clogged.

If the reason is clogging, determine the cause, e.g. erosion, excessive compaction, or low spots and take the necessary corrective action. Thereafter, inspect the infiltration basin at least twice per year.

Important items to check during the inspections include:

1. Signs of differential settlement,
2. Cracking,
3. Erosion,
4. Leakage in the embankments,
5. Tree growth on the embankments,
6. Condition of riprap,
7. Sediment accumulation and,
8. Health of the turf.

At least twice a year the buffer area, side slopes, and basin bottom shall be mowed. Remove the grass clippings and accumulated organic matter to prevent an impervious organic mat from forming. Remove trash and debris at this time as well as using deep tilling to break up any clogged surfaces, revegetate immediately.



Remove sediment from the basin as necessary only when the floor of the basin is completely dry. Use light equipment to remove the top layer to prevent compacting the underlying soil. Deep till the remaining soil and revegetate as soon as possible.

Roof Recharge Chambers

Chamber maintenance is not generally required. However, recharge systems are prone to failure due to clogging. Regulating the sediment and petroleum product input into the proposed recharge system is the priority maintenance activity. Sediments and any oil spillage should be trapped and removed before they reach the chambers. Any upstream devices connected to the infiltration system (catch basins, deep sump manholes, proprietary devices) shall be inspected and cleaned at least twice per year to prevent sediments and debris from entering and clogging the recharge system.

Sediments must also be removed whenever the depth of deposits is greater than or equal to 3".

The contractor shall verify that the required washed crushed stone and geotechnical fabric materials are clean and free of sediments and petroleum residue prior to, during and after chamber system installation.

Inspections of the chamber system shall be made by after every major storm for the first few months after construction to verify that proper functioning has been achieved. During the initial inspection the water level should be measured and recorded in a permanent log over several days to check the drainage duration and verify that sediments are not accumulating. If ponded water is present after 24 hours or an accumulation of sediment or debris is noted within the chambers the owner or designated property manager and engineer shall determine the cause for this condition and devise an action plan to improve system functionality.

Once the chamber system has been verified to perform as designed, interior chamber conditions shall be inspected at least twice per year. Post construction inspections (to be conducted through inspection ports) shall consist of documenting interior and stone bed conditions, measured water depth and presence of sediment. Should inspection indicate that the system is clogged (ponding water present after 24 hours and/or sediment accumulations) replacement or major repair actions may be required. Should the system require replacement or major repair actions the owner or designated property manager and engineer shall determine the cause for this condition and devise an action plan

4.2 The following BMPs are utilized to minimize impacts to wetland resource areas

Street Lot Sweeping

Street sweeping will be conducted four times annually within the parking lot area. Special attention will be given to the spring (March or April) and late fall (November or December).

Snow Removal

Snow will be removed from street parking areas and sidewalks during snow events. Snow will be stockpiled within the right of way. Snow disposal/removal shall be in compliance with MassDEP's Bureau of Water Resources guidelines, effective December 21, 2015. See Section 8 Snow Disposal Guidelines.

Provisions will be made to remove snow from the site when the designated areas have reached their capacity.



Rip Rap Level Spreader/Emergency Spillway

The level spreader will be inspected during and after several storms (e.g. 0.5-inch or greater) and maintenance performed if necessary during the first year of operation. Thereafter, inspections and preventative maintenance shall be performed at least twice a year, and after every time drainage discharges through the high outlet orifice or a major storm event which is defined as a storm that is equal to or greater than the 2-year, 24-hour storm (3.1 inches in a 24 hour storm). Any detrimental sediment accumulation shall be removed.

If rilling is present downgradient or adjacent to the emergency spillway or level spreader the cause shall be identified and corrected and damage shall be repaired.

Leaf litter shall be removed from the emergency spillway or level spreader area.

Vegetation in the vicinity of the emergency spillway and level spreader shall be inspected periodically and if needed, fertilized to maintain healthy, dense growth.

4.3 Permanent Seeding

Permanent Seeding & Plantings

Once final grades have been established and the weather permits, every effort shall be made to establish permanent vegetation on disturbed and exposed areas no later than September of that year, otherwise temporary seeding practices shall be used until permanent seeding practices can resume the following spring, April 1st through May 31st.

In addition to grass seed, tree and shrub plantings shall be an integral part of the permanent stabilization plan. Care shall be taken by the owner, builder, and/or site contractor to select trees, shrubs, and seed mixes that are best suited to the soil conditions on the site. Soil moisture, depth to seasonal groundwater, and exposure to sunlight shall be carefully considered when selecting species. In recent years, the emphasis on using plant species native to Massachusetts has grown. Information on the use of non-native and native species can be found on the web and in many local nursery catalogs.

Permanent seeding shall be performed in accordance with the guidelines set forth in the "Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas, May 2003, prepared by Franklin, Hampden, and Hampshire Conservation Districts."

4.4 Description and Delineation of Public Safety Features

A wooden guardrail is proposed at the cul-de-sac within the right of way to prevent the possibility of vehicular and pedestrian traffic from inadvertently accessing the slope of the surface infiltration basin.

4.5 Estimated Annual Operation and Maintenance Budget

The estimated annual operation and maintenance budget for the surface infiltration basin and the proprietary stormwater treatment unit (CDS2015) within the drain easement on lot 5 is \$2,500.



Inspection and Maintenance Form

Refer to Sections above for frequency of inspection

Inspector: _____ Date: _____

Inspector Title: _____

Days since last rainfall: _____ Amount of last rainfall: _____

Structural Controls: Catch Basins / Grates

Structure Identification	Location	Catch basin at grade	Hood/trap installed	Sediment buildup (in.)	Overall condition
DGCB1	STA 3+00 RT	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>
DGCB2	STA 3+00 LT	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>
DGCB4	STA 6+00 RT	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>
DGCB5	STA 6+00 LT	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>
DGCB7	STA 8+06 End	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/>

Maintenance required

To be performed by: _____ On or before: _____



5 | Long Term Pollution Prevention Plan

This Long Term Pollution Prevention Plan is prepared to comply with the provisions set forth in the Massachusetts Department of Environmental Protection (DEP) Stormwater Management Standards. Structural Best Management Practices (BMPs) require periodic maintenance to ensure proper function and efficiency in pollutant removal from stormwater discharges that would otherwise reach wetland resource areas untreated.

Maintenance schedules found below are as recommended in Department of Environmental Protection's Massachusetts Stormwater Handbook and as recommended in manufacturer's specifications.

5.1 Street Sweeping

Street shall be swept on a monthly average with special attention given to spring (March/April) and late fall (November/December).

5.2 Trash and Litter Cleanup

Home owner(s) shall perform trash and litter cleanup once per month in and around the site.

5.3 Ownership and Maintenance Responsibilities

After project completion and street acceptance the Town of Lynnfield shall assume full responsibility of continuing the operation and maintenance of the street stormwater management system as well as the long term pollution prevention plan outlined below. The exception would be if a legal agreement is made with another party to perform such duties for the owner(s).

After project completion property owner(s) will assume full responsibility of continuing the operation and maintenance of the roof recharge chamber system. The exception would be if a legal agreement is made with another party to perform such duties for the owner(s).

5.4 DEP Standard 4 Water Quality

The Long Term Pollution Prevention Plan includes the following:

Good housekeeping practices

Prevent or reduce pollutant runoff from reaching the wetland resource areas through street sweeping, stabilizing all disturbed areas with vegetative cover and catch basin cleaning.

Provisions for storing materials and waste products inside or under cover

All materials on site are to be stored in a neat and orderly fashion in their appropriate containers and, if possible, under a roof or other secure enclosure. All waste products are to be placed in secure receptacles until they are emptied by a solid waste management company licensed in the Commonwealth of Massachusetts.

Vehicle washing controls

Home owners shall wash their vehicles on lawn or gravel areas so the ground can filter the water naturally. This will prevent soap, dirt and oil from reaching the storm drains and ultimately wetlands, streams, rivers or marine waters. Encourage home owners to wash their vehicles at commercial car



washes which recycle water and use approximately 60% on average of the amount of water used in a home wash.

Requirements for routine inspections and maintenance of Stormwater BMP's

Follow the procedures outlined in Section 4 Long Term Operation and Maintenance Plan and the provided Inspection and Maintenance Forms.

Spill prevention and response plans

Spill Prevention: As mentioned previously, all materials on site are to be stored in a neat and orderly fashion in their appropriate containers and, if possible, under a roof or other secure enclosure. Products shall be kept in their original containers with the original manufacturer's label. Products should not be mixed unless recommended by the manufacturer. The manufacturer's recommendations for proper use, storage and disposal shall be followed at all times and, if possible, all of the product should be used up before proper disposal.

Response: The manufacturer's recommended methods for cleanup must be followed and spills cleaned up immediately after discovery. Spills shall be kept well ventilated and personnel must wear appropriate protective gear to prevent injury from contact with hazardous substances. Spills of toxic or hazardous material must be reported to the appropriate local and/or State agencies in accordance with the local and/or Commonwealth of Massachusetts regulations.

Requirements for storage and use of fertilizers, herbicides and pesticides

Consult the Town of Lynnfield, MA Conservation Commission for any questions regarding these materials.

Fertilizers: Fertilizers are to be applied at the minimum amounts recommended by the manufacturer and once applied shall be worked into the soil to limit the possibility of entering the storm drains. Storage procedures are to be followed as previously stated and the contents of any partially used bags should be transferred to a sealable container, either bag or bin to avoid spilling.

Herbicides and Pesticides: Storage of these materials are to be as outlined previously and especially out of the reach of pets and children, away from damp areas where their containers may succumb to moisture or rust and should not be stored near food. These materials must not be placed in the trash or washed down the drain. Handle using rubber gloves and use an appropriate mask when using these products for extensive periods of time.

Provisions for maintenance of lawns, gardens, and other landscaped areas

These activities are left to the individual home owner(s) to schedule and perform.

Pet waste management provisions

These activities are left to the individual home owner(s) to schedule and perform.

Provisions for solid waste management

All waste products are to be placed in secure receptacles until they are emptied by a solid waste management company licensed in the Commonwealth of Massachusetts.

Snow disposal and plowing plans relative to Wetland Resource Areas

Snow disposal/removal shall be in compliance with MassDEP's Bureau of Water Resources guidelines, effective December 21, 2015. See Section 8 Snow Disposal Guidelines.



Winter Road Salt and/or Sand Use and Storage restrictions

Road Salt use must be in compliance with the Guidelines on Deicing Chemical (Road Salt) Storage effective date December 19, 1997, Guideline No. DWSG97-1 found in the BRP's Drinking Water Program. Sand Use: Encourage the use of environmentally friendly alternatives such as calcium chloride and/or sand instead of road salt for melting ice whenever possible.

Street Sweeping schedules

As mentioned previously, street sweeping should be performed twice a year in the spring and fall in order to minimize the amount of Total Suspended Solids load on the deep-sump catch basins and other Best Management Practices tributary thereto.

Provisions for prevention of illicit discharges to the stormwater management systems

According to Standard 10 in the Massachusetts Stormwater Handbook, Illicit discharges to the stormwater management system are discharges that are not entirely comprised of stormwater. Notwithstanding the foregoing, an illicit discharge does not include discharges from the following activities or facilities: firefighting, water line flushing, landscape irrigation, uncontaminated groundwater, potable water sources, foundation drains, air conditioning condensation, footing drains, individual resident car washing, flows from riparian habitats and wetlands, dechlorinated water from swimming pools, water used for street washing and water used to clean residential buildings without detergents.

Documentation that Stormwater BMP's are designed to provide for shutdown and containment in the event of a spill or discharges to or near critical areas or from land uses with higher potential pollutant loads (LUHPPL)

Not applicable as this project does not meet the criteria for a LUHPPL.

Training for staff or personnel involved with implementing LTPPP

This responsibility lies with the Town of Lynnfield and individual home owner(s) unless a legally-binding agreement is made with another party to perform such duties for the owner(s).

List of Emergency contacts for implementing Long-Term Pollution Prevention Plan

This responsibility lies with the Town of Lynnfield and individual home owner(s) unless a legally-binding agreement is made with another party to perform such duties for the owner(s).

