

Bk-13460 Pg 309 #00185
08-06-2003 02:44p

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS**

This First Amendment to Declaration of Restrictive Covenants (the "First Amendment") is made by and among Sunnyside Ranch Estates, LLC, a Massachusetts limited liability company with an address of 65 Sunnyside Road, Southwick, Massachusetts ("Sunnyside"), Sunnyside Ranch Estates Property Owners Association, Inc., a Massachusetts corporation with an address of 65 Sunnyside Road, Southwick, Massachusetts (the "Association"), O'Laughlin Builders, LLC, a Connecticut limited liability company with an address of 4 The Glade, Simsbury, Connecticut ("O'Laughlin"), Robert E. Kellogg and Laura A. Kellogg, individuals with an address of 27 Mort Vining Road, Southwick, Massachusetts (the "Kelloggs"), Margaret Ryan, an individual with an address of 15 Magnolia Terrace, Westfield, Massachusetts ("Ms. Ryan") and The Olde Farm Golf Club, LLC, a Massachusetts limited liability company with an address of 65 Sunnyside Road, Southwick, Massachusetts ("Olde Farm").

Preliminary Statements

(A) Sunnyside is the owner of lots 1 through 50 and 52 on a plan entitled "Definitive Plan, Sunnyside Ranch Estates Prepared for Olde Farm Golf Club, LLC" by Engetek, Inc., dated August 29, 1999, last revised on March 6, 2002 and recorded in the Hampden County Registry of Deeds at Plan Book 324, Pages 119 through 124 (the "Subdivision Plans"). The Subdivision Plans depict the subdivision consisting of lots 1 through 53 the roadways, sidewalks, open space and other property known as "The Ranch Golf Club Estates" and also known as "Sunnyside Ranch Estates" (the "Subdivision").

(B) The Association is the owner of Ranch Club Road, Greenview Lane, Sugar Maple Lane, Overlook Lane and Pond View Lane as shown on the Subdivision Plans. The Association is also the owner of the open space as designated on the Subdivision Plans pursuant to a deed from Sunnyside dated August 1, 2002 and recorded in the Hampden County Registry of Deeds at Book 12480, Page 553.

(C) O'Laughlin is the owner of lot number 51 on the Subdivision Plans pursuant to a deed from Sunnyside recorded in the Hampden County Registry of Deeds on December 12, 2002 at Book 12789, Page 398.

(D) The Kelloggs are the owner of the land shown on the Subdivision Plans known as "other land of Olde Farm Golf Club, LLC" pursuant to a deed from Olde Farm dated April 25, 2003 and recorded in the Hampden County Registry of Deeds at Book 13133, Page 363 (the "Kellogg Deed").

(E) Ms. Ryan is the owner of lot number 53 on the Subdivision Plans pursuant to a deed from Sunnyside recorded in the Hampden County Registry of Deeds on 8/6/03 at Book 13460, Page 279.

Pond View Lane, Southwick

(F) Olde Farm is defined to as the "Developers" in the "Sunnyside Ranch Estates Declaration of Restrictive Covenants" dated February 26, 2001 and recorded in the Hampden County Registry of Deeds at Book 12279, Page 21 (the "Existing Restrictive Covenants").

(G) Sunnyside, the Association, O'Laughlin, the Kelloggs, Ms. Ryan and Olde Farm desire to amend the Existing Restrictive Covenants in accordance with this First Amendment, all as described below:

Now, therefore, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto agrees as follows:

1. The Existing Restrictive Covenants are hereby terminated and replaced in their entirety with The Ranch Golf Club Estates Amended and Restated Restrictive Covenants (the "Restated Restrictive Covenants") attached hereto as Exhibit A and incorporated herein by reference.

2. The Restated Restrictive Covenants shall be imposed on all of the lots within the Subdivision as a common scheme pursuant to Massachusetts General Laws, Chapter 184, Sections 26 and 27, and may be extended as provided for in such statutes. The Restated Restrictive Covenants shall be binding upon the successors and assigns of the owners of property within the Subdivision, shall run with the land and are made for the benefit of the Association and the owners of all of the building lots described on the Subdivision Plans and located within the Subdivision and such owners' successors and assigns.

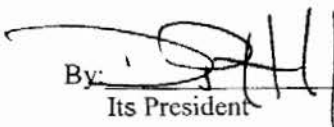
3. All references to the "Restrictive Covenants" contained in the Kellogg Deed shall refer to the Restated Restrictive Covenants and all references to the "Excluded Paragraphs" in the Kellogg Deed shall refer to paragraphs 15, 20, 21, 22 and 23 of the Restated Restrictive Covenants. ^{2, 8 2001.}

SIGNED as a sealed instrument as of this 30 day of June, 2003.

SUNNYSIDE RANCH ESTATES, LLC

By:  _____
Its Manager

SUNNYSIDE RANCH ESTATES
PROPERTY OWNERS ASSOCIATION,
INC.

By:  _____
Its President

O'LAUGHLIN BUILDERS, LLC

By: Kelly O'Laughlin
Its manager

Robert E. Kellogg
Robert E. Kellogg

Laura A. Kellogg
Laura A. Kellogg

Margaret Ryan
Margaret Ryan

THE OLDE FARM GOLF CLUB, LLC

By: Peter J. Clark
Its Manager

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Peter J. Clark, Manager of SUNNYSIDE RANCH ESTATES, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of SUNNYSIDE RANCH ESTATES, LLC, before me,

Barbara A. Bard
Notary Public Barbara A. Bard
My Commission Expires: 10-10-08

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Peter J. Clark, President of SUNNYSIDE RANCH ESTATES PROPERTY OWNERS ASSOCIATION, INC., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of SUNNYSIDE RANCH ESTATES PROPERTY OWNERS ASSOCIATION, INC., before me,

Barbara A Bard
Notary Public Barbara A Bard
My Commission Expires: 10-10-08

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Kelly O'Laughlin,
_____ of O'LAUGHLIN BUILDERS, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of O'LAUGHLIN BUILDERS, LLC, before me,

Barbara A Bard
Notary Public Barbara A Bard
My Commission Expires: 10-10-08

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Robert E. Kellogg and Laura A. Kellogg and acknowledged the foregoing instrument to be their free act and deed, before me,

Barbara A Bard
Notary Public Barbara A Bard
My Commission Expires: 10-10-08

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Margaret Ryan and acknowledged the foregoing instrument to be her free act and deed, before me,

Barbara A Bard
Notary Public *Barbara A Bard*
My commission expires: 10-10-08

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

June 30, 2003

Then personally appeared the above-named Peter J. Clark, Manage of THE OLDE FARM GOLF CLUB, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of THE OLDE FARM GOLF CLUB, LLC, before me,

Barbara A Bard
Notary Public *Barbara A Bard*
My Commission Expires: 10-10-08

EXHIBIT A

THE RANCH GOLF CLUB ESTATES
AMENDED AND RESTATED RESTRICTIVE COVENANTS

The purpose of the hereinbelow set forth restrictions (the "Restrictions") are to provide for the orderly development of the subdivision known as "The Ranch Golf Club Estates" (the "Subdivision"). The owners of the property within the Subdivision (the "Owners") wish to have construction commence forthwith upon the sale of individual lots and provision is hereby made in this set of Restrictions to accomplish the result. The Owners hereby appoint an Architectural Review Committee (the "ARC") which has been formed for the purpose of the various approvals required in the following Restrictions. The original members of the ARC are David Hall and Peter Clark. In the event of a resignation of or inability of a member of the ARC to remain on the ARC, the remaining member shall appoint a new member. Upon the sale of the last lot in the Subdivision so that Sunnyside no longer owns any of the lots, the members of the ARC shall all resign, and the current officers of Sunnyside Ranch Estates Property Owners Association, Inc. (the "Association") shall become the members of the ARC.

1. No building other than a private dwelling arranged for the occupancy of not more than one (1) family and consisting of not less than (i) two thousand six hundred (2,600) square feet of living space if the structure is either a two (2) story or Cape design house, or (ii) two thousand three hundred (2,300) square feet of living space if the structure consists of one level, in either case exclusive of any garage, breezeway or cellar and attached private garages for not less than two (2) or more than (3) automobiles used in connection with such dwelling house shall be erected and maintained on any lot, and no use of said lots shall be made for business or commercial uses. The ARC may grant exceptions to the square footage requirements set forth in this paragraph (in its absolute discretion) in the event of exceptional architectural plans which shall enhance the value of the structure to be erected and/or exceptional landscaping plans which shall also add additional value to the site. No development of any structure or improvements shall commence on any lot within the Subdivision unless and until the applicable lot owner presents to the ARC plans and specifications for the structure and the ARC grants preliminary approval to the lot owner in accordance with paragraphs 3 below. Upon completion of the structure, the ARC shall grant final plan approval so long as the structure has been constructed in accordance with the plans and specifications that received preliminary approval and all of these Restrictions.
2. The ARC reserves the right to request references for an applicant's proposed contractor and major subcontractors. The ARC reserves the right to deny approval of a contractor or major subcontractor, if the ARC determines, in its discretion, that it is unlikely to meet the Subdivision's high standards for quality, timeliness and professionalism. In addition, the ARC reserves the right to require payment of performance bonds from the lot owners to secure the obligations of contractors to perform in accordance with approved plans and specifications and these Restrictions. The requirements of this Paragraph 2 shall not

apply to those contractors included in the Sunnyside Ranch Estates Preferred Builders Program, as established and revised by Sunnyside.

3. The location of all buildings and structures, including in-ground swimming pools, and the location of driveways as well as all site clearing, including tree removal, and the building plans and specifications for the same must be approved in writing by the ARC before construction begins.
4. All landscaping plans for all sides of any structure must be approved by the ARC in writing prior to the commencement of any work. All property fencing, mailboxes and their posts must be approved by the ARC in writing before their installation.
5. During construction, the area between the front foundation line of the main structure and the road frontage must be put to final grade level promptly after the framing of the main structure is completed. During construction, all sites shall be provided with on-site portapotties or other adequate sanitary facilities.
6. No more than seventy (70%) percent of the standing trees (which includes the area prepared for the home and leach field location) shall be removed from any lot. As set forth in Paragraph 4 above, lot owners may not remove trees prior to approval of plans by the ARC following a site walk through by an ARC representative. As stated above, all tree cutting must be approved by the ARC prior to cutting.
7. All siding on residences, garages and outbuildings and colors thereof must be approved by the ARC in writing. All exterior windows, facades, cornices and trim work must be approved in writing by the ARC.
8. All landscaping plans shall provide for the "Typical Driveway Entrance Monument" to the driveway as shown on the Typical Driveway Plans dated 3/28/02 and designed by Plan It Green architect David Paine of Westfield, Massachusetts. The lot owner shall build the stone monument with street address number and apply the blacktop stamp pattern from the curb to the stone monument as shown on such Typical Driveway Plans.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Notwithstanding the foregoing, the ARC shall allow a tool house, playhouse, greenhouse or similar structure or an outbuilding for storage purposes only provided that any such building shall not exceed six hundred (600) square feet and shall be one (1) story only, as is customarily used in connection with single family dwelling houses situated in similar neighborhoods in the area. Before said building may be erected, however, request must be made to the ARC and permission must be granted in writing as to building plans, site location and design.
10. No above-ground swimming pools shall be allowed on any lot. No clotheslines shall be erected outside on any lot or attached to any of the buildings.

11. To protect the strategic integrity and view corridors of the golf course known as "The Ranch Golf Club", there shall be no fences, walls, hedges, landscaping, tree removal or tree pruning along golf course frontage without the prior written approval of the ARC and the management company of The Ranch Golf Club. No fence, wall, hedge, planting (except shade trees or single plants or bushes) or obstruction of any kind shall be closer to the street than the front of the front foundation wall of the dwelling or garage unless specifically approved in writing by the ARC.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots within the Subdivision except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. No noxious or offensive trade or activity shall be carried on upon any lots within the Subdivision nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood, and no part of said lots shall be used for storage purposes, except as approved by the ARC in accordance with paragraph 9 hereof.
14. No commercial vehicles, unregistered automobiles, campers, trailers, mobile homes, boats or anything larger than a $\frac{3}{4}$ ton truck shall be stored on any lots within the Subdivision unless they are stored completely within the house or garage.
15. Owners of lots within the Subdivision are responsible for the grading and seeding of tree belts and for the maintenance of the berms and curbs, iron pins and concrete bounds as originally set by the ARC or the Association. The owners shall be assessed by the Association for any cost of grading and seeding of said tree belts. The owners shall also be assessed by the Association for the cost of replacing curbs, berms, and iron pins or concrete bounds if any are removed whether accidentally or otherwise.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash and garbage shall be kept in the garage or in suitable containers to the rear of the home except on the day appointed for collection by municipal or other authority. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
17. All construction on each lot within the Subdivision shall be completed and a certificate of occupancy issued by the Town of Southwick within nine (9) months from the date the building permit is issued. Construction on each lot must begin within eighteen (18) months from the date of closing of the purchase and sale of the lot. In the event that construction has not commenced within said eighteen (18) month period, Sunnyside shall have the right, but not the obligation, to repurchase at any time, at Sunnyside's sole option, the lot at the original purchase price of the lot plus five percent (5%) of the original purchase price per year since the date of closing. All parties who acquire title to property in this Subdivision agree that this right to repurchase is enforceable and shall cooperate in all respects to convey their property to Sunnyside in the event that Sunnyside elects to enforce this paragraph of the Restrictions.

18. Enforcement of these Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Restriction set forth herein either to restrain such violation or to recover damages.
19. Invalidation of any one of these Restrictions by judgement or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
20. All persons who purchase lots in the Subdivision shall belong to the Association and be subject to the Association By-Laws and other rules including rules regarding fees and assessments due from lot owners. The Association shall maintain and pay for the ongoing maintenance of all private roadways and sidewalks within the Subdivision including snowplowing, sanding, street signage, lighting, landscaping and landscape maintenance of all common areas.
21. The Association shall maintain the open space and common areas under long-term lease and management contract with The Olde Farm Golf Club, LLC and the Management Company operating The Ranch Golf Club.
22. The common open space depicted on the Subdivision Plans shall be kept in an open and natural state. Said space shall not be built upon for any reason, except that underground utilities may be installed as required for stormwater management, telephone, electrical, gas or other services to accommodate the residential properties or golf course operations. The open space shall not be used for the location of any part of a septic system, roadway or driveway. The owners of lots within the Subdivision and their guests may use the open space for passive recreation such as walking, hiking, picnicking, birding and other passive activities.
23. No lot within the Subdivision may be used for all or part of a roadway or driveway which is intended to serve any other lot or property, either within or outside of the Subdivision.
24. These Restrictions are enforceable by the Association and each owner of property within the Subdivision.

**DONALD E. ASHE, REGISTERED
HAMPSHIRE COUNTY REGISTRY OF DEEDS**