

SUNNYSIDE RANCH ESTATES PROPERTY OWNERS ASSOCIATION

**DECLARATION OF OWNERS ASSOCIATION PRIVATE
ROADWAYS AND MAINTENANCE COVENANT**

KNOW ALL MEN BY THESE PRESENTS that on this 26th day of February, 2001, we The Olde Farm Golf Club, LLC, (hereinafter referred to as "OWNERS") being owners of certain real estate in Southwick, Massachusetts, known as Sunnyside Ranch Golf Course and Residential Subdivision (hereinafter referred to as "SUNNYSIDE RANCH GOLF COURSE or SUNNYSIDE RANCH ESTATES") as shown on plans entitled "Sunnyside Ranch Estates dated August 29, 1999 as revised on January 22, 2000, January 14, 2000, February 4, 2000, February 23, 2000, October 12, 2000, December 7, 2001, December 31, 2001 and March 6, 2002, recorded in the Hampden County Registry of Deeds, in Plan Book 317, Pages 119 through 124 inclusive, (hereinafter referred to as "PLANS") do hereinafter establish for designated Lots 1 to 53 inclusive, this Private Roadways and Maintenance Covenant:

WHEREAS, said SUNNYSIDE RANCH ESTATES encompasses islands, entrance monument, street lights and other future improvements benefiting all lots (hereinafter the "COMMON IMPROVEMENTS") and said COMMON IMPROVEMENTS shall be maintained by OWNERS and their successor lot owners; and

WHEREAS, OWNERS wish to promote and provide for the continued maintenance of the COMMON IMPROVEMENTS.

NOW, THEREFORE, by this Declaration, the OWNERS impose upon and charge on Lots 1 through 53 exclusive as shown on said PLANS with the charges and conditions as hereinafter set forth as a common scheme under Massachusetts General Laws Chapter 184 Sections 26,27 and 28 for the mutual and reciprocal benefit of all purchasers from the OWNERS and lot owners within the development and the heirs, successors and assigns of said purchasers. Each conveyance of any lot within the subdivision shall bear a reference to this Declaration of Private Roadways and Maintenance Covenant so as to insure its application to or for the benefit of the immediate grantees of the OWNERS and their successors in interest. The Declaration of Private Roadways and Maintenance Covenant is hereby established as follows:

1. There is hereby established a property's owners association known as SUNNYSIDE RANCH ESTATES Property Owners Association, Inc. (hereinafter known as the "ASSOCIATION") for the purposes of promoting and providing for the continued maintenance and the appearance of the COMMON IMPROVEMENTS. All owners of any lot within the development shall be members of the ASSOCIATION, (hereinafter known as the "MEMBERS") and each lot is subject to this Declaration of Owners Association and Private Roadways and Maintenance Covenant. Where there is more than one MEMBER for each lot, one such MEMBER shall be chosen by the other MEMBERS to vote for said lot where a vote of the MEMBERS of the ASSOCIATION is required. Each lot shall have one vote which will be cast by a MEMBER.

2. The initial officers of the ASSOCIATION shall be Peter Clark, President, David Hall, Treasurer and Peter J. Clark, Clerk. The original officers shall hold office until the conveyance of the fifty-third (53) lot is recorded in the Hampden County Registry of Deeds, at which time the Clerk shall call a special meeting of the ASSOCIATION for the purpose of electing new officers in accordance with the provisions of this Declaration of Owners Association and Private Roadways and Maintenance Covenant, and the elected officers shall serve until their successors are elected as hereinafter set forth.
3. All roadways and sidewalks shown on the "PLANS" within the SUNNYSIDE RANCH ESTATES property shall be designated as private roadways and shall be owned solely and completely by the ASSOCIATION. All costs and responsibility for ongoing roadway and sidewalk maintenance, snow plowing, sanding, street signage, repairs, utility services, landscaping including regular landscaping maintenance/beautification of the, COMMON IMPROVEMENTS shown on the "PLANS" of SUNNYSIDE RANCH ESTATES shall be the joint obligation of each MEMBER in the ASSOCIATION, and each MEMBER shall be responsible for an equal amount of these costs and responsibilities. All lot purchasers at SUNNYSIDE RANCH ESTATES do hereby accept this covenant that all roadways within the community will be forever owned by the ASSOCIATION and designated as private roads with gated access in perpetuity. Lot purchasers do hereby accept their ongoing and perpetual responsibility as ASSOCIATION MEMBERS for payment of all their pro rata costs associated with maintaining the private roads and sidewalks within the community. Based on the private designation of the roadways and sidewalks, the Town of Southwick shall not be called upon, or be obligated to supply, any municipal services to the SUNNYSIDE RANCH ESTATES other than emergency response for fire, police or other life safety incidents.
4. The MEMBERS of the ASSOCIATION shall annually elect an individual from among them to serve as President, an individual to serve as Treasurer and an individual to serve as Clerk to administer the maintenance, repairs and/or improvements of the COMMON IMPROVEMENTS, including but not limited to contracting for services and collection and disbursement of funds. An accounting of funds shall be provided at each annual meeting and a budget shall be set at each annual meeting for the upcoming year. The President or MEMBERS of any twenty (20) lots can call a special meeting of the ASSOCIATION. Unless otherwise specified herein, votes shall be carried by a majority of those present, with a quorum being owners of thirty-one MEMBERS. Notices of agenda items shall be mailed postage prepaid to each Member of the ASSOCIATION at least seven (7) days before any special or annual meeting. The annual meeting shall take place on the third Tuesday of September of each year at a time and place to be arranged by the President.
5. The Treasurer with the advice and consent of the President and Secretary shall determine the annual assessment for all maintenance and repair costs for the budget year due from each MEMBER, bill for payment, and receive payments. In

the event that an assessment is not paid within thirty (30) days of a written request therefor, the individual or individuals who fail to pay the funds which should otherwise have been paid, shall be obligated to pay interest on their obligation from the date the obligation was assessed until the date of payment at an interest rate equal to that charged by the BankBoston to their prime borrowers on a demand note plus five hundred (500) basis points per annum.

5b. The Treasurer or the President shall, upon request of any MEMBER, a mortgagee of any lot or the Attorney for any MEMBER or any purchaser from any MEMBER, issue a certificate specifying any such assessment which is unpaid or the absence of any such unpaid assessment. A certificate from the ASSOCIATION setting forth the amount of unpaid assessments and any other sums or that there are not unpaid assessments or charges, shall, if recorded in the Hampden County Registry of Deeds, be conclusive evidence of the amount of such lien or the absence of any such lien. This certificate shall be issued within ten (10) business days after written receipt of a request and shall be binding on the ASSOCIATION and every MEMBER.

6. All charges assessed and past due in accordance with the above paragraphs shall be liens or encumbrances on the land and acceptance of a deed of a lot (not including thereby a properly recorded Mortgage or Deed of Trust) shall be construed to be a covenant to pay said charges. The MEMBERS shall have the right to take and prosecute all actions or suits, legal or otherwise, which may in their opinion be necessary for the collection of such charges. In this connection, the MEMBERS shall have the right by action, legal or otherwise, to abate any violations of the within covenants, agreements, assessments, restrictions, conditions, and charges. Such covenants, agreements, assessments, restrictions, conditions and charges are, however, to run with and bind the land and may therefor be enforced by the MEMBERS.

7. The liens assessed under this provision shall be at all times subordinate to the lien of any mortgagee or lender of any sum secured by a properly recorded mortgage or deed of trust, to that end and to the intent that the lien of any mortgagee, trustee or note holder, shall be paramount to the lien for maintenance and related charges imposed herein, and provided further that such subordination shall apply only to the charges that shall become payable prior to passing of title under the foreclosure of a mortgage or deed of trust and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of said mortgage or deed of trust.

8. For the purposes of allocation of costs, voting and/or elections, each lot shall be assessed an equal share of costs and each lot shall carry the right to one (1) vote, whether or not a lot is built upon, improved or occupied. Notwithstanding the number of MEMBERS of any lot, such lot shall be entitled to a single vote.

9. This Declaration and Maintenance Covenant is to run with the land and is understood to be for the benefit of the SUNNYSIDE RANCH ESTATES and each

of the lot MEMBERS. It shall be binding on all parties and all persons claiming under the OWNERS for a period of ninety-nine (99) years from the date this Declaration is recorded. This Declaration and Covenant may be extended for successive periods of twenty (20) years provided by 12w, in Massachusetts General Laws, Chapter Laws, Chapter 184, §27 as amended.

10. Any such extension shall be approved by at least forty (40) MEMBERS of record at the time of the recording of the extension. It is further understood that the OWNERS shall be considered as entitled to one (1) vote for each lot still owned by OWNERS at the time that any vote is taken.
11. This Declaration and Maintenance Covenant may be amended or otherwise modified in whole or in part at any annual meeting validly held under this Declaration by a vote of at least forty five (45) MEMBERS of record. However, the obligation to maintain all roadways and sidewalks within the SUNNYSIDE RANCH ESTATES property as private roadways and sidewalks and to pay the costs of maintenance and repairs as described in Paragraph 2 above is a perpetual obligation of the ASSOCIATION and shall never be amended or otherwise modified regardless of any vote by the ASSOCIATION, unless assented to by the Town of Southwick Planning Board and a vote of 66.67% of the members. Any such amendment or modification in the provisions of these covenants shall not be effective until a copy thereof is recorded in the Hampden County Registry of Deeds. A recorded certificate by either the President, Treasurer or Clerk shall be deemed sufficient for this purpose.
12. The provisions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any MEMBER, their respective legal representatives, successors and assigns.
13. The delay and/or failure by any MEMBER to enforce any restrictions, covenants, conditions or agreements herein contained, or otherwise covered by this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
14. All remedies provided in this Declaration or otherwise available under the law are to be deemed cumulative and not exclusive.
15. The invalidation of any one (1) or more of these covenants by judgment, court order or otherwise shall in no way affect any of the other provisions hereof, and the same shall remain in full force and effect.
16. In the event the Association fails to maintain the Common Improvements and Open Space in reasonable order and condition in accordance with this Declaration, the Town of Southwick may, after notice to the Association in writing and a public Hearing, enter upon the Land shown on the Plans and maintain and repair it in order to preserve the taxable values of the properties within the Sunnyside Ranch Estates Subdivision and to prevent the Common Improvements and open space from becoming a public nuisance. The cost of

such maintenance, repair or work done by the Town of Southwick will assessed ratably against the MEMBERS. Costs of such maintenance or repair by the Town may be assessed as a betterment against all of the lots in the subdivision and the amount of such assessment shall not be appealed on any basis, including without limitation that such maintenance or repair is not of benefit to any lot or that such assessment is disproportionate to the increased value of any lot resulting from such maintenance, repair or work.

EXECUTED as a sealed instrument on the day and year first above mentioned.

THE OLDE FARM GOLF CLUB, LLC

[Signature]
Witness *M. Paul D. [Signature]*

By [Signature]
Peter J. Clark, Managing Member

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

Feb 26, 2001

Then personally appeared the above named Peter J. Clark, Managing Member of The Olde Farm Golf Club, LLC and acknowledged the foregoing to be his free act and deed and the free act and deed of The Olde Farm Golf Club, LLC before me,

[Signature]
Notary Public
My commission expires: *10/5/2001*

DONALD E. ASHE, REC
HAMPDEN COUNTY REGISTRY