

**SUNNYSIDE RANCH ESTATES
DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS THAT The Olde Farm Golf Club, LLC (hereinafter sometimes referred to as "Developers") being the owners of certain real estate situated in said Southwick being known and designated as Sunnyside Ranch Estates and being a certain parcel of real estate shown on a Plan entitled "Plan of Sunnyside Ranch Estates owned by The Olde Farm Golf Club, LLC" prepared by Engetek, Inc. 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, said lots being approved on Subdivision Plans recorded in the Hampden County Registry of Deeds in Book of Plans 317, Pages 119 through 124 inclusive, (the "Project Plans") do hereby impose the following restrictions pursuant to MGL Chapter 184 Sections 26, 27 and 28 on said premises, which restrictions shall run with the land and are as follows:

The purpose of the hereinbelow set forth restrictions are to provide for the orderly development of a subdivision of real estate owned by the Developers. The Developers wish to have construction commenced forthwith upon the sale of individual lots and provision is hereby made in this set of restrictions to accomplish the result. The Developers hereby constitute an Architectural Review Committee ("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, Peter Clark and Rowland B. Bates. In the event of a resignation of or inability of a member of the ARC to remain on the Committee, the two remaining members shall appoint a third. Upon the sale of the last lot in the Subdivision so that the original Developers no longer collectively own any of the lots, the members of the ARC shall collectively resign, and the current officers of Sunnyside Ranch Estates Property Owners Association, Inc. (hereinafter the "Association") shall become the members of the ARC.

1. No building other than private dwelling arranged for the occupancy of not more than one (1) family and consisting of not less than 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 two thousand three hundred (2,300) square feet of living space if the structure consists of one level, 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 houses 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 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. The ARC may approve plans and specifications for private dwellings within the confines of the restriction as set forth above in this paragraph upon presentation to them by lot owners. Prior to the commencement of construction, the approval granted shall be a preliminary approval. Upon completion of the structure, the ARC shall grant final plan approval so long as the plans and specifications and all the restrictions set forth in this Declaration of Restrictive Covenants are complied with.

2. The location of all buildings and structures including in-ground swimming pools and location of drive ways 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, or their assigns, before the erection thereof.
3. All landscaping plans for all sides of any structure must be previously approved by the ARC in writing. All property fencing, mail boxes and posts therefore must be previously approved by the ARC in writing.
4. During construction, the area between the front foundation line of the main structure and the road frontage must be put to final grade level after the framing of the main structure is completed.
5. No more than fifty percent (50%) of the standing trees (which includes the area prepared for home and leach field location) shall be removed from any lot.
6. 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.
7. No permanent clothes lines shall be erected outside on any lots or attached to any of the buildings.
8. No plastic newspaper tubes or metal posts for same shall be allowed.
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 herein will allow an outbuilding for storage purposes only, said building not to exceed six hundred (600) square feet and to be one (1) story only. 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 maintained or erected on any lot.
11. No fence, wall, hedge, planting except shade trees or single plants or bushes or obstruction of any kind shall be allowed to 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. To protect the strategic integrity and view corridors of the golf course, no fencing, walls, hedges, landscaping, tree removal or tree pruning shall be permitted along, or within fifty (50) feet of any residential property line fronting the golf course, without the approval of the ARC and the management company of Sunnyside Ranch Golf Club.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots excepting that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. No noxious or offensive trade or activity shall be carried on upon any of said lots 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 hereinbefore set forth in paragraph 9 hereof.

15. No commercial vehicles, unregistered automobiles, campers, trailers, mobile homes, boats or anything more than a $\frac{1}{4}$ ton truck shall be stored on said lots unless they can be stored completely within the house or garage.

16. Owners of lots 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 ARC or their successors-in-interest for any cost of grading and seeding of said tree belts. The owner shall also be assessed by the ARC or their successors for the cost of replacing curbs, berms, iron pins or concrete bounds if any are removed whether accidentally or otherwise.

17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

18. All construction on each lot shall be completed and a Certificate of Occupancy issued within nine (9) months from the date the building permit is issued. It is incumbent upon each owner of a lot that construction must be begun within eighteen (18) months from the date of closing on each individual lot. In the event construction has not commenced within said eighteen (18) month period, it is hereby agreed between the ARC and any subsequent purchaser or their assigns that the ARC shall have the right, but not the obligation, to repurchase at anytime, at ARC's sole option, the property at the original purchase price, plus five percent (5%) of the original purchase price per year. All parties who acquire title in this subdivision, subject to the terms and conditions of this Declaration of Restrictive Covenants, agree that this right to repurchase is enforceable and shall cooperate in all respects to reconvey the property to the original ARC in the event this portion of the Restrictive covenants is violated.

19. Enforcement 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 violation or to recover damages.

20. 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.

21. Homeowners Association - All persons who purchase lots in the subdivision shall belong to Sunnyside Ranch Estates Property Owners Association, Inc. which shall be responsible to maintain and pay for the ongoing maintenance of all private roadways and sidewalks including snowplowing, sanding, street signage, lighting and landscaping including regular landscape maintenance of all common areas within Sunnyside Ranch Estates.

22. The open space common land shall be conveyed to Sunnyside Ranch Estates Property Owners Association, Inc. who shall maintain such open space under long-term lease and management contract with The Olde Farm Golf Club, LLC and the management company operating Sunnyside Ranch Golf Club.

23. The common open space depicted on the plan ~~on Exhibit B~~ 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 open space may be utilized by the Association residents and their guests for passive recreation such as walking, hiking, picnicking, birding and other passive activities.

24. No lots may be used for all or part of a roadway or driveway which is intended to serve any other lot. In particular, no lot may be used for all or part of a roadway or driveway which is intended to serve land outside of the subject subdivision.

25. These Restrictions are enforceable by the Sunnyside Ranch Estates Property Owners Association, Inc. and each lot owner of property shown on the Project Plans.

EXECUTED AS A SEALED INSTRUMENT THIS 26th DAY OF February, 2001.

THE OLDE FARM GOLF CLUB, LLC.

By: Peter J. Clark
Peter J. Clark, Managing Member

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

Feb 26, 2001

Then personally appeared before me the above-named PETER J. CLARK, Managing Partner, 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.

Linda F. McLaughlin Notary Public
My commission expires: 10/5/2001

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DONALD E. ASHE, REGISTER
HAMPSHIRE COUNTY REGISTRY OF DEEDS