

**Recorded in the Hampshire County Registry of Deeds, Book 5597, Pages 133-182.
First recording January 25, 1999, and subsequent recordings.**

DECLARATION OF PROTECTIVE COVENANTS

HAMMOND ACRES CLUB, INC.

The undersigned are Owners of lots shown on certain plans showing land then owned by the Federal Development Corporation, which plans are recorded in Hampshire County Registry of Deed, at Plan Books 49, Pages 40 and 41, and Plan Book 50, Pages 2, 3, 20, 21, 24, 25, 26 & 27, to which plans reference is made for a more detailed description.

After each signature is the lot number(s) owned by each Owner. This Declaration shall not affect the rights which may still exist by virtue of any prior restrictions and/or reservations and/or covenants presently affecting or possibly affecting the land which is the subject of this Declaration, however, the Owners, for their mutual benefit and the benefit of Hammond Acres, Club, Inc., desire to extend, renew, reimpose and/or continue those covenants, easements, restrictions, rights, and conditions ("restrictions"), all of which shall run with the land and were previously imposed by the FEDERAL DEVELOPMENT CORPORATION, against said lots, and which restrictions were transferred to HAMMOND ACRES CLUB, INC., and which restrictions are hereby reimposed, to wit:

1. The premises shall be used exclusively for residential purposes, and no more than one single-family dwelling may be erected on any one lot nor more than one garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of said house, excepting those lots which may, from time to time, be designated by Hammond Acres Club, Inc., its successors or assigns, for business, recreation, or commercial purposes.
2. No building shall be moved, constructed, or erected on said land unless built of solid and permanent materials. Wood exteriors shall be stained or painted with two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar materials on the outside walls. No trailers may be maintained on the land without the consent of Hammond Acres Club, Inc., its successors, assigns, and licensees.
3. No privies or outside toilet facilities shall be constructed or maintained on the land.
4. No waste shall be permitted to enter Hammond Acres Lake and all sanitary arrangements must be inspected and approved by local and State Health Officers before any septic tanks are installed or before any sanitary construction is started. No septic tanks shall be placed within fifty (50) feet of the shore line of said Lake.
5. No building, porch, or projection shall extend nearer than forty feet of the center line of the road adjoining any lot, or within ten feet from the property line of any abutting property owner, and no residence of less than six hundred square feet shall be erected or constructed on any one lot.

- 6. Hammond Acres Club, Inc., for itself, its successors, assigns, or licensees shall have the right to install and service electric and telephone lines and poles, gas and water mains over and upon said land and the Owners or their successors in title waive all rights for damages caused by any installation, construction or service, unless such damages are caused by willful negligence, and Hammond Acres Club, Inc., shall have the right to go upon said land for such purposes.
- 7. No animals or fowl shall be kept or maintained on said land except customary household pets.
- 8. Hammond Acres Club, Inc., for itself, its successors, assigns, and licensees, shall have the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land.
- 9. Hammond Acres Club, Inc., for itself, its successors, assigns, and licenses, has and shall have title and ownership to all streets and ways developed or to be developed at Hammond Acres and also has and shall have for itself. Its successors and assigns, the fee to all land in the bed of the water of Hammond Acres Lake.
- 10. No part of the property, or of Hammond Acres Lake or the recreational facilities of Hammond Acres Club, Inc. shall be used or occupied by any person or persons except in compliance with the rules and regulations, as amended, of Hammond Acres Club, Inc. or its successors.

The following is added to the above restrictions:

- 11. The restrictions of this common scheme shall run with and bind the land which is the subject of this Declaration and shall inure to the benefit of the Owners, their successors and assigns, and the Hammond Acres Club, Inc., its successors and assigns, and shall continue to be in force and effect until June 30, 2028. These restrictions may then be extended for periods of not more than twenty (20) years at a time by a majority of vote of voting members of Hammond Acres Club, Inc. or a majority of the Owners of the lots. Notice of such extension must be recorded in the Hampshire County Registry of Deeds prior to June 30, 2028, and the expiration of each successive term.

Executed the date in several counterparts on the date next to each name.

Date: _____

HAMMOND ACRES CLUB, INC

by _____
Its President

by _____
Its Treasurer

Date

Owner – signature

Lot Number

Owner – print your name

Date

Owner – signature

Lot Number

Owner – print your name

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

Then personally appeared the above-named _____
and acknowledged the foregoing instrument to be his/her free act and deed, before me.

Notary Public
My commission expires: _____