

DECLARATION OF COVENANTS, EASEMENTS RESTRICTIONS AND ASSOCIATION

This Declaration is made this day by the Wildwood Property Owners' Association, Inc., a Massachusetts corporation organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts with offices in Tolland, Hampden County, Massachusetts, and divers owners of lots within a certain subdivision in Tolland, Hampden County, Massachusetts, known and referred to as Wildwood (as more particularly described hereinafter) who have submitted their lots to the terms and provisions of this Declaration by the execution of Declarations of Joinder recorded simultaneously herewith and/or subsequent hereto.

WHEREAS, there exists a certain subdivision of land in Tolland, Hampden County, Massachusetts, known as Wildwood which is more particularly shown on a set of plans entitled "Plan of Chamonix Chalet Properties, Inc., in Tolland, Massachusetts - Master Plan" dated February 24, 1971 by Almer Huntley, Inc. & Associates, Inc., recorded with the Hampden County Registry of Deeds in Plan Book 127, Pages 10 through 13 (herein referred to as "Wildwood" and the "Plan", respectively);

WHEREAS, those entities which assembled the land comprising Wildwood and subdivided it intended to create what is now commonly referred to as a homeowners association where certain portions of the subdivision, including the roads, lakes, recreational facilities and other community facilities, (hereinafter referred to as the "Community Areas And Facilities") would be owned by a Massachusetts Chapter 180 corporation the members of which would be the owners of the lots within the subdivision (herein referred to as "Lot Owners" and "Lots", respectively) and operated for the use and benefit of the Lot Owners, and their family members, guests, tenants and invitees, the costs of which would be borne, pro-rata, by the Lot Owners;

WHEREAS, as a part of creating Wildwood certain restrictions were imposed on the use of numerous Lots and certain of the Community Areas And Facilities in the original deeds therefore and, additionally, said deeds granted certain rights in and to portions of the Common Areas And Facilities;

WHEREAS, also as a part of the creation of Wildwood, the Wildwood Property Owners' Association, Inc., (hereinafter referred to as the "Association") was established and the Common Areas And Facilities were conveyed thereto it, subject to certain obligations, conditions and powers, by an Instrument dated May 6, 1975, recorded with the Hampden County Registry of Deeds in Book 4126, Page 136;

WHEREAS, the Association acquired an additional parcel of land abutting Wildwood by a deed dated May 1, 1975 and recorded with the Hampden County Registry of Deeds in Book 4126, Page 134;

WHEREAS, the Association has also acquired over time a number of additional Lots within Wildwood by deeds dated and recorded with the Hampden County Registry of Deeds as delineated on Attachment A hereto.

WHEREAS, certain Lots within Wildwood may not be subject to the aforesaid restrictions and/or the obligation to contribute pro rata to the operation and maintenance of the Community Areas And Facilities;

WHEREAS, said restrictions and/or obligations may no longer be enforceable as a result of the operation of Massachusetts General Laws Chapter 184, Section 26 through 30, as amended;

AND WHEREAS, the Association and divers Lot Owners desire to provide for the continuance of said restrictions, the operation and maintenance of the Community Areas And Facilities by the Association, and the obligation of the Lot Owners to pay, pro-rata, their share of the costs and expenses of operating and maintaining the Community Areas.

NOW THEREFORE, it is covenanted and agreed as follows:

ARTICLE I RESTRICTIONS

A. ON LOTS:

The Association and the Lot Owners who join herein (hereinafter "Member Lot Owners") do hereby, for themselves, their successors and assigns, for the benefit of the Lots comprising

Wildwood and the Community Areas And Facilities, subject their respective Lots to the following restrictions:

1. Not more than one one-family dwelling house, exclusively used for residential purposes, may at any time be erected on any Lot.
2. No trailer, shed, tent or other temporary or movable building or structure shall at any time be placed on any Lot without the written permission of the Association. In no event shall any such temporary structure be used for a period longer than ninety (90) days from the granting of such permission. No basement, garage or partially completed structure of any kind shall be used for human abode. No unregistered motor vehicle shall be kept on any Lot.
3. The exterior of any building erected on any Lot shall be completed within twelve (12) months from the date of commencement of construction. No rolled siding, tar paper or other similar material shall ever be used for permanent external finish material on any such building.
4. No dwelling house shall be erected on any Lot having less than five hundred seventy-six (576) square feet of living area on the first or ground floor exclusive of porches, patios, and overhang. No building or structure shall be erected, placed or altered on Lot until the building plans, specifications and a Lot plan showing the location of said structures shall have been approved in writing by the Association with reasonable regard to fitness and harmony of external design.
5. No outside toilets will be allowed. No part of a septic tank or drainfield shall be less than fifty (50) feet from the high water line of any lake within the subdivision. All septic tanks must meet requirements of applicable law and the location shall be subject to the written approval of the Association.
6. No building or structure shall be located on any Lot nearer than fifty (50) feet from any street line nor nearer than twenty (20) feet from any boundary.
7. No animals, except customary household pets in reasonable numbers, shall be kept or maintained on any Lot.
8. No noxious or offensive use shall be made of any Lot, nor shall any offensive trade or activity be carried on upon any residential Lot, nor shall any use be made of any Lot which may constitute a nuisance.
9. No signs of any kind shall be displayed on any Lot or building at any time, except for signs, not more than one square foot in area, identifying the property, the property owner, or occupants, and except for a single for sale sign of a size not to exceed such as may be specified by the Association.

10. No boat docks, floats or other structures extending into Lake Chamonix or Otter Pond shall be constructed or placed into or on said lake or pond without written approval of the Association.
11. No fences, hedges, walls or barriers shall be erected and maintained on any Lot except with the written approval of the Association.
12. No excavation for stone, gravel or other deposits shall be made on any Lot except as is incidental to the use of a Lot for residential purposes and the construction of residential buildings thereon. The prior written consent of the Association shall be obtained before the removal of material from any Lot or the removal of more than fifty percent (50%) of the standing trees then growing on any Lot.
13. No subdivision shall ever be made of any Lot nor shall any lot ever be used as a right of way.
14. At no time shall any lot be conveyed or leased for use by any club, association, trust or corporation.
15. Nothing shall be done to impede or interfere with the easement five (5) feet in width along both sidelines of any Lot reserved for purposes of surface drainage and installation of public utility lines.
16. No automatic (high water usage) clothes washer or dishwasher shall be installed or used in any dwelling house nor on any Lot.

B. ON COMMUNITY AREAS AND FACILITIES - The Association, its successors and assigns, for its benefit and for the benefit of the Member Lot Owners and the benefit of all Lots in Wildwood, subject the Community Areas And Facilities to the following restrictions:

1. The use of the Community Areas And Facilities shall be limited to health, recreational, educational and beneficial purposes for the mutual benefit of Lot Owners in Wildwood who remain members in good standing of the Association (subject in all events to those rights validly reserved to other Lot Owners in Wildwood pursuant to their deeds).
2. No noxious, unruly, or offensive use shall be made of the Community Areas And Facilities nor shall trade or commercial activity be undertaken thereon, except for those activities of a recreational nature, or except for commercial concessions offering services for the benefit of Lot Owners, and accessory and subordinate to the principal purposes outlined in paragraph 1 of this subsection.
3. No clearing, logging or timbering of the forested areas will be permitted, except in accordance with sound forestry maintenance practices, and to continually preserve the woodland character of such areas.

4. No excavation for stone, gravel, or other deposits shall be made on said premises except as is incidental to construction of buildings for the purposes permitted in paragraph 1 of this subsection.
5. No signs will be permitted on said premises except for traffic control, direction and signs informative to residents and Lot Owners in Wildwood with respect to the activities of the Association.
6. No subdivision shall ever be made of said Community Areas.
7. No power driven boats other than those powered by electric motors of less than five (5) horsepower shall be permitted on any lake or pond.

ARTICLE II ASSOCIATION

Every Lot Owner who, with the consent of the Association, subjects his/her/their Lot to the provision hereof shall, by such, become and remain a Member of the Association, with all rights, privileges and obligations thereto pertaining. Such membership shall thereupon be deemed mandatory and run with title to the Lot.

ARTICLE III OPERATION AND MAINTENANCE OF COMMUNITY AREAS AND FACILITIES

The Association shall be responsible for arranging for the operation and maintenance of the Community Areas And Facilities, including all of the buildings, structures, dams, lakes, beaches, roadways, drainage pipes, ducts, cables, playgrounds, lawn areas, parking lots, landscaped areas and structures that may be constructed or located thereon subject to such budgetary and financial constraints as may exist, the Association exercising ordinary care and reasonable business judgment with respect to the scope, extent and timing of all maintenance, repair and replacement.

The Association shall operate the Community Areas And Facilities on a not-for-profit basis for the aforesaid purposes. As such, no part of the income or revenue of the Association shall inure directly to any Member thereof.

The Association, subject to budgetary and financial constraints, may improve the Common Areas And Facilities, add thereto, and take such other action in regard thereto in accordance with its duly adopted by-laws.

ARTICLE IV ASSESSMENTS

The Association shall, in accordance with its duly adopted by-laws, establish a budget for the operation and maintenance of the Community Areas And Facilities and such other activities as are in furtherance thereof, the purposes hereof, the conduct of its affairs or authorized by its by-laws. The Member Lot Owners shall be assessed, pro-rata to the number of Lots subject hereto, excepting Lots owned by the Association, according to said budget. Member Lot Owners may be additionally assessed as the by-laws may provide.

Each Member Lot Owner shall be personally liable for such assessment, or assessments. Additionally, the Association shall have a lien on each Lot subject hereto for the assessment, or assessments, rendered if not paid when due. This lien shall be prior to all other liens and encumbrances except (i) liens and encumbrances recorded prior to the recording of this Declaration, (ii) a first mortgage on a Lot and (iii) liens for real estate taxes and other municipal assessments. This lien shall be enforceable in the manner provided for in Massachusetts General Laws Chapter 183A, Section 6, as it may be amended or, if such law is repealed, in the manner provided for the foreclosure of mortgages in the Commonwealth of Massachusetts.

No Member Lot Owner may avoid the assessment, or assessments, herein provided for by waiving the right of use of the Community Areas And Facilities, and any of them, or on account of the lack of use or by abandonment of his/her/their Lot. Nor shall any Member Lot Owner be entitled to off-set against or withhold payment of such assessments, the obligation therefore being a separate and independent covenant.

The Association shall be entitled to impose a reasonable late charge for any assessment, or installment thereof, not paid when due and to interest at one and one-half percent per month for any delinquency continuing for thirty days. The Association shall, additionally, be entitled to recoup all collection costs, including attorneys fees, and such late charges, interest and costs shall be part of the assessment and subject to the aforesaid lien.

Additionally, any Member Lot Owner who is delinquent in the payment of any assessment, late charge, accrued interest or collection costs shall, while such delinquency exists, not be in good standing and shall have no right to use the Community Areas And Facilities, except as may be validly reserved in his/her/their deed, or to participate in the affairs of the Association. Such suspension of rights shall apply to all persons claiming by, through or under the Member Lot Owner. The Association may adopt reasonable procedures to ensure that the right of use of the Community Areas And Facilities is denied to such delinquent Member Lot Owners and those claiming by, through or under them.

No Lot subject hereto may be conveyed, transferred or leased without the payment of all outstanding assessments, late charges, interest and collection costs.

ARTICLE V ROAD AND LAKE EXPENSES FOR NON-SUBLET LOTS

In such event as all Lots in Wildwood are not subject hereto, the Association shall act on behalf of and as attorney-in-fact for all Member Lot Owners and Lots subject hereto in seeking contribution from such Lots and Lot Owners as are not subject hereto upon the obligations flowing from such non-member Lots and Lot Owners' rights validly reserved in their deeds or implied at law, including representing the Member Lot Owners and their Lots in any proceeding under Massachusetts General Laws, Chapter 84, Section 12, its equivalent, or similar law. Any sums obtained from such Non-member Lot Owners shall be added to the revenues of the Association and utilized for the operation and maintenance of the Community Areas And Facilities.

ARTICLE VI COVENANTS RUNNING WITH THE LAND

The terms and provisions hereof are intended to be, and shall be construed as covenants running with the land and shall bind and inure to the benefit of the heirs, successors, assigns of the parties hereto and all persons or entities using or occupy the premises subject hereto.

ARTICLE VII
ENFORCEMENT

The terms and provisions hereof shall be enforceable by any party hereto, their heirs, successors or assigns, at law or in equity. An action for specific performance and/or injunctive relief shall be maintainable notwithstanding that damages for a breach of any term or provision hereof may also be maintained. Should any person or entity bring an action hereunder the prevailing party shall, in addition to all other remedies, be entitled to recoup their attorney's fees and costs incurred in proceeding thereto.

ARTICLE VIII
AMENDMENT

This Declaration may be amended by an instrument signed by the Owners of at least two thirds of the Lots subject hereto.

ARTICLE IX
TERM, EXTENSION

The terms and provisions hereof shall expire thirty (30) years from the date hereof; provided, however, that they may be extended for additional periods of twenty (20) years upon the vote of the Owners of at least fifty percent (50%) of the Lots subject hereto within the last year of the then term and the recording, prior to the conclusion of the then term, of a notice of extension as provided by applicable law. Such notice may, as permissible by applicable law, be signed by the then President of the Association as attorney-in-fact for the Lot Owners voting to so extend, for which a power, coupled with an interest is granted.

This provision is intended to comply with the applicable provisions of Massachusetts General Laws, Chapter 184, Sections 26 through 30. In such event as the same may be amended or superseded, the provisions of such law as amended or supersedes such shall control.

ARTICLE X
TERMINATION

In such event the terms and provisions hereof should terminate, title to the Community Areas And Facilities and such Lots as it may own shall remain in and with the Association subject

to the rights of its Members as its by-laws may provide or as a court of competent jurisdiction may determine.

ARTICLE XI
GRANT

In such event as the deed of any Member Lot Owner to his/her/their Lot is deemed to convey title to any portion of the streets, roads and ways shown on the Plan, the Member Lot Owner hereby grants and releases, without covenants, any and all interest therein to the Association for consideration of one dollar (\$1.00).

IN WITNESS WHEREOF the Wildwood Property Owners' Association, Inc., has hereunto set its hand and seal this seventeenth day of May, 1998.

WILDWOOD PROPERTY
OWNERS ASSOCIATION, INC.

By Richard L. Meister
RICHARD L. MEISTER, President

Lorraine A. Vines
LORRAINE A. VINES, Treasurer

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS

May 17, 1998

Then personally appeared before me Richard L. Meister, President and Lorraine A. Vines, Treasurer, and acknowledged the foregoing as their respective free acts and deeds on behalf of the Wildwood Property Owners' Association, Inc.

PATRICIA A. BACESKI
Notary Public

Patricia A. Baceski
Notary Public
My Commission Expires: January 31, 2006

DONALD F. AGNE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS