

DECLARATION OF PROTECTIVE COVENANTS

of

HUNTER HILL III

KNOW ALL MEN BY THESE PRESENTS:

That we, JEFFREY A. SOLLOWS and DOUGLAS W. LEBEL, Trustees of SLS REALTY TRUST, under Declaration of Trust dated March 16, 1983, and recorded in the Barnstable County Registry of Deeds in Book 3693, Page 334, being owners of certain real estate in Centerville, Barnstable County, Massachusetts, being known and designated as "HUNTER HILL III", do hereby make and declare said premises to be subject to the following covenants, restrictions and conditions hereinafter set forth, which are imposed for the benefit of the Grantors and their successors in title and which shall apply to all of the lots in said HUNTER HILL III, except lots entitled "OPEN SPACE" on plans recorded in Plan Book 437, Pages 14, 15, 16, 17, 18, 19, & 20.

1. No business or trade, nor any mechanical, manufacturing or mercantile trade or business of any kind, nor the practice of any profession shall be conducted on any premises at any time.
2. Tanks or any other storage facility for propane or other types of gas supply are prohibited. All other tanks maintained on any property shall be buried or confined within the residence.
3. No chickens or other fowl, and no animals except household pets shall be kept or maintained on any premises. No pets shall be kept which shall constitute a nuisance or which will be troublesome or objectionable to the occupants of adjoining or nearby premises.
4. No garbage of refuse shall be deposited on any property except in suitable containers so as not to be visible from the street or any adjacent lot.
5. All clotheslines and drying yards shall be enclosed by fencing or shrubbery so as not to be visible from the street or any adjacent property.
6. No building material of any kind or character shall be placed upon any property except for the immediate purpose of construction of an approved dwelling or accessory structure.
7. No detached or free standing antenna or aerial of any kind or description shall be kept or maintained on any property. No advertising signs shall be placed or maintained on any property at any time except one (1) sign of not more than one hundred fifty (150") inches in size denoting the

name of the resident living on said property, and one (1) sign of not more than one hundred fifty (150) square inches in size denoting that the residence located on said property is for sale. This restriction shall not apply to any signs placed or maintained by SLS Realty Trust.

8. No vehicles other than pleasure vehicles, and no trucks, except of the light pick-up kind, or trailers or boats shall be parked on or adjacent to any property, except that such vehicles or craft may be stored within an enclosed garage or out of the view of the neighboring lots.

9. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any exterior lights installed on any property shall be indirect or controlled with respect to direction, focus and intensity in such a manner as not to disturb the residents of adjacent property.

10. No temporary house, trailer, or tent shall be placed or erected on any property.

11. No structure, whether residence, accessory building, tennis court, platform tennis court, swimming pools, fence or other improvement, including the exterior paint or stain thereof, shall be erected, placed, maintained, altered, or used on any property until the complete plans, including landscape plans, specifications, and proposed location of any building or structure have been submitted to and approved in writing by the Grantors.

12. The exterior of any building erected on any property and the landscaping and grading in connection therewith shall be finished and completed within six (6) months from the commencement of construction.

13. The structures and grounds on any property shall be maintained in a neat and attractive manner, and the entire property shall be kept free of rubbish, debris or material of any kind which render the same unsanitary, unsightly, offensive, or detrimental to any property within HUNTER HILL III.

In the event of a default in the performance of these provisions and if such default shall not have been cured within fourteen (14) days after written notice thereof, the Grantors, their successors and assigns, shall have the right to enter upon said lot to remove all weeds, rubbish, debris or materials; to cut the grass and vegetation; to remove dead trees, shrubs and plants; and to do all things necessary to place said property in a neat and orderly condition. The cost of any work so required shall become due and payable by the property owner or owners to the Grantors, their successors or assigns, immediately upon the completion thereof.

14. No parking of motor vehicles shall be permitted along the entire length of any ways in said HUNTER HILL III and no motorized vehicles shall be permitted on any of the trails in said HUNTER HILL III.

15. The Grantors may delegate or assign any or all of their rights, powers and obligations

under these restrictions to any corporation, association or agent, said assignment to be in writing and duly recorded in the Barnstable County Registry of Deeds. Until such assignment, the Grantors reserve the right to release, modify, amend and waive said covenants, restrictions and conditions at any time.

16. A breach of any of the foregoing restrictions shall give to the Grantors, their successors or assigns, the usual legal and equitable remedies to recover damages and the right to enter upon any lot and abate and remove, at the expense of the party at fault, any erection of work that may be thereon contrary to the interest of these restrictions, without being deemed guilty of any manner of trespass therefor; however, if no action shall have been commenced and notice thereof filed with the Barnstable County Registry of Deeds within three (3) months after completion of any building, structure, tennis court, platform tennis court, swimming pool or other improvement, addition, or landscaping, the same shall be conclusively deemed to be in compliance with these restrictions.

17. By the acceptance of a deed to any property or properties shown on the aforementioned plans, the Grantee therein named, for himself, his heirs, executors, administrators, successors and assigns, agrees to become a member of HUNTER HILL RESIDENT ASSOCIATION III, INC., and to pay an annual assessment to said Association, said assessment to be a proportion of the actual annual costs of the maintenance, repair, taxes, improvement assessments or expenses incurred on any of the ways and on the recreation and common areas or improvements of HUNTER HILL, all as set forth in the By-laws of HUNTER HILL RESIDENT ASSOCIATION III, INC.

WITNESS our hands and seals this 25th day of September, 1987.

SLS REALTY TRUST

(signature) _____

Jeffrey A. Sollows, Trustee

(signature) _____

Douglas W. Lebel, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

9/25/1987

Then personally appeared the above named Jeffrey A. Sollows and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

(signature) _____

Notary Public

My Commission expires: 2/19/93

(RECORDED SEP 25, '87)

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS OF
HUNTER HILL III

Pursuant to the rights reserved in Paragraph 15 of the Declaration of Protective Covenants of the Hunter Hill III recorded at the Barnstable County Registry of Deeds in Book 5946, Page 034, the undersigned hereby amend said Declaration of Protective Covenants by adding thereto the following Paragraph 18:

By the acceptance of a deed to any property or properties shown on the aforementioned plans, the Grantee therein named, for himself, his heirs, executors, administrators, successors and assigns, agrees to become a member of the HUNTER HILL RESIDENTS ASSOCIATION, INC., and to pay an annual assessment to said Association, said assessment to be a proportion of the actual annual costs of maintenance, repair, taxes, improvement assessments or the expenses incurred on any of the ways and on the recreation and common areas or improvements of HUNTER HILL, all as set forth in the By-laws of HUNTER HILL RESIDENTS ASSOCIATION III, INC.

In addition, said assessment shall include a proportional assessment for maintenance of the access roads, known as Saddler Lane, Morgan Way and Joe Thompson Road, all as shown on a plan of land entitled "Hunter Hill II..." which said plan is duly recorded in the Barnstable County Registry of Deeds in Plan Book 420, Pages 95-100 and Plan Book 421, Page 1, as well as a proportional assessment for a pumping station located on land designed as "Open Space" on said plan

Save for the above, the Declaration of Protective Covenants of Hunter Hill III is in all other respects confirmed and ratified.

Witness our hands and seals the 19th day of September, 1988.

SLS REALTY TRUST

(signature) _____
Jeffrey A. Sollows, Trustee

(signature) _____
Douglas W. Lebel, Trustee

(RECORDED SEP 22, '88)

EXTENSION OF DECLARATION OF PROTECTIVE COVENANTS FOR HUNTER HILL III

Hunter Hill Resident Association III, Inc. (hereinafter referred to as the "HHRA"), by its duly elected officers and the undersigned, each being a member of HHRA and each being an owner of one or more Lots of land in West Barnstable, Barnstable County, Massachusetts shown on a plan entitled "'Hunter Hill III' (West) Barnstable Mass, Prepared for Lebel - Sollows Development Company, Inc. Date: June 16, 1987 and recorded in the Barnstable County Registry of Deed in Plan Book 439, Pages 14-20, hereby state as follows:

WHEREAS, a "Declaration of Protective Covenants of Hunter Hill III" dated September 19, 1988, were filed with the Barnstable County Registry of Deeds in Book 5946, Page 34 ("Restrictions").

WHEREAS, the restrictions have been imposed upon said land and run with said land and are binding upon all persons now or hereafter having any right, title or interest therein; and

WHEREAS, without further extension, said Restrictions may expire per MGL Ch. 184, Sec. 26-29;

WHEREAS, HHRA and members thereof intend to extend the restrictions under the terms stated in MGL Ch. 184, Sec. 27

NOW THEREFORE, come the undersigned and agree as follows:

That the Restrictions be and hereby are extended for a twenty (20) year period from the recording of this document.

In all other respects we ratify and confirm the terms and conditions of these Restrictions.

Witness our hands and seals this 15 day of October, 2017


Brad Partridge President - HHRA

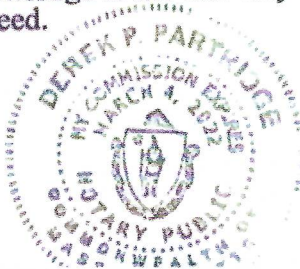

Ed Guilford Vice President -HHRA



Amy Thomas Treasurer/Secretary - HHRA

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 15 day of OCTOBER, 2017, before me, the undersigned notary public, personally appeared BRAD PARTRIDGE, proved to me through satisfactory evidence of identification, being PERSONALLY KNOWN, to be the persons whose names are signed above, and acknowledge to me that they signed the foregoing instrument voluntarily of their own free act and deed.




Notary Public -
My Comm Exp 3/4/2025

BARNSTABLE REGISTRY OF DEEDS
John F. Meade Registrar