

DECLARATION OF PROTECTIVE COVENANTS
OF HUNTER HILL

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", 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, except Lot 45 and lots entitled "OPEN SPACE" on plan recorded in Plan Book 404, Pages 98, 99 and 100, and Plan Book 405, Pages 1 and 2.

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 or 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 the property is for sale. This restriction shall not apply to any signs placed or maintained by the Trustees of 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 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 pool, 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.

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 and no motorized vehicles shall be permitted on any of the trails in said Hunter Hill.

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, 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, INC.

WITNESS our hands and seals this 5th day of February, 1986.

SLS REALTY TRUST

Jeffrey A. Sollows
Jeffrey A. Sollows, Trustee

Douglas W. Lebel
Douglas W. Lebel, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

February 5th 1986

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,

Michelle Zuccarello
Notary Public
My Commission expires: 5/20/88

RECORDED FEB 5 86

EXTENSION OF DECLARATION OF PROTECTIVE COVENANTS FOR HUNTER HILL

Hunter Hill Resident Associations, 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' Subdivision Plan of Land in West Barnstable Mass, scale 1" = 100', date Dec. 26, 1984" and recorded in the Barnstable County Registry of Deed in Plan Book 404, Pages 98,99 and 100, and Plan Book 405, Pages 1 and 2, hereby state as follows:

WHEREAS, a "Declaration of Protective Covenants of Hunter Hill" dated February 5, 1986, were filed with the Barnstable County Registry of Deeds in Book 4914, Page 1 ("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 2nd day of Feb., 2016

Michael Gambini
Michael Gambini-President - HHRA

Marlene Falvey
Marlene Falvey-Director-HHRA

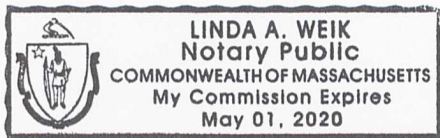
J. Brooks Hoffman
J. Brooks Hoffman-Director - HHRA

Nate Coughlan
Nate Coughlan-Director-HHRA

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 2nd day of February, 2016, before me, the undersigned notary public, personally appeared Michael Gambini, proved to me through satisfactory evidence of identification, being driver's License, 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.



Linda A. Weik
Notary Public -
My comm. exp: 5/1/2020

HUNTER HILL RESIDENT ASSOCIATION, INC
AMENDMENT TO COVENANTS

By majority vote of Regular Members in good standing in advance of the 2016 annual meeting, and verified by Regular Members in good standing either present or by proxy at the annual Association meeting held June 18, 2016, PARAGRAPH 8, is hereby amended as follows:

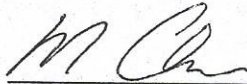
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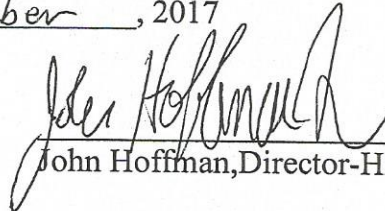
8. No vehicles other than pleasure vehicles, and no trucks, except of the light pick-up kind, or trailers or boats shall be parked on or adjacent to any property, except that such vehicles or craft may be stored within an enclosed garage or out of view of the neighboring lots.

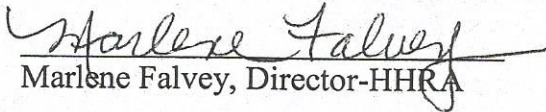
TO:

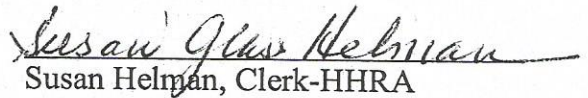
8. No vehicles other than pleasure vehicles, and no trucks, except of the light pick-up kind, or trailers, or boats, except boats on trailers as specified below, shall be parked on or adjacent to any property, except that such vehicles or craft may be stored within an enclosed garage or out of view of the neighboring lots. One single boat up to 24' long, on a boat trailer, may be stored in the driveway or on the side of the house. It is not permitted to store it on the front lawn or street at any time. Said boats and trailers must be currently registered with the state in the name of the owner of the property, and must be in good repair and condition, including their covers if applicable.

Witness our hands and seals this 25th day of October, 2017


Michael Gambini, President-HHRA


John Hoffman, Director-HHRA



Marlene Falvey, Director-HHRA


Susan Helman, Clerk-HHRA

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 25th day of October, 2017, before me, the undersigned notary public, personally appeared Michael Gambini, proved to me through satisfactory evidence of identification, being MA license, 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 -

