

# Covenants And Bylaws

(reissued 2/02)

**Governing:**

**Rolling Ridge Farm Homeowners Association, Inc. at Sandwich, Massachusetts, a not-for-profit corporation chartered under Chapter 180 in the Commonwealth of Massachusetts on March 29, 1984 and registered in the Barnstable Registry of the Land Court as Document 332,033, amended by Documents 311,585 and 332,036.**

Reissued 10/30/99 per order of the Secretary of the Commonwealth re: Chapter 180

AMENDMENT TO  
DECLARATION OF  
COVENANTS, RESTRICTIONS AND RESERVATIONS  
FOR ROLLING RIDGE FARM  
SOUTH SANDWICH, BARNSTABLE COUNTY, MASSACHUSETTS  
Document Number 332,036

WE, ROBERT D. PARRY AND ALAN J. MacLEOD, both of Weymouth, Norfolk Country, Massachusetts and JOEL G. CROWELL and BARRY M. FOSS, both of Yarmouth (Yarmouth Port), Barnstable County, Massachusetts, Trustees of the Rolling Ridge Farm Trust under a Declaration of Trust dated March 29, 1984, recorded in the Barnstable Registry District of the Land Court as Document No. 332,033, the owner of more than 110 lots on Land Court Plan 39567-B and 39567-C in accordance with the provisions of Article VI (6.3) hereby amend the Declaration of Covenants, Restrictions, and Reservations For Rolling Ridge Farm, South Sandwich, Barnstable County, Massachusetts, recorded in said Registry District as Document No. 301,354 and as amended by Documents No. 311,585 and 332,036, HEREBY AMEND as follows:

ARTICLE I

1.1 The land embraced by this Declaration which is to be subject to the following covenants, restrictions, and reservations which shall run with said land and be binding upon all persons now or hereafter having right, title or interest therein is the land shown as Lots 4 thorough 29 on Land Court Plan 39567-B and Lots 30 through 158 on Land Court Plan 39567-C and the private ways as shown on said plans. Certain of said lots, including Lot 29 on Land Court Plan 39567-C have been set aside for recreational and conservation purposes for the benefit of the owners of the remaining lots pursuant to the zoning by-laws of the Town of Sandwich and shall hereafter be referred to as Common Areas.

1.2 Every conveyance or other transfer of each lot, whether voluntary or involuntary, and whether by deed, will or by operation of law, including transfers by mortgage, shall be deemed to convey to the grantee or transferee of such lot

A. An undivided one-one hundred forty-one (1/141) in and to said Common Areas; and

B. A right of way, in common with others lawfully entitled thereto, over all the public and private ways shown on said plan for all purposes for which ways are commonly used in the Town of Sandwich, subject to the rights of others therein, including rights and powers reserved by or to the Developer or to the Association hereinafter referred to.

1.3 Every owner of a lot acknowledges and consents to the right and power of the Town of Sandwich to assess and tax to the owner thereof each owner's undivided 1/141 interest in and to the Common Areas, in conjunction and together with taxes assessed on such lot.

1.4 The Developer has caused to be created ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC., a non-profit corporation duly organized and existing under Chapter 180 of the Massachusetts General Laws, hereinafter referred to as the Association. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. The term "owner" shall mean the record owner, whether one or more persons or entities, of a fee-simple title. Each lot shall be entitled to one vote. When more than one person holds such title to a lot, all such persons shall be members, but the vote for such lot shall be exercised as they determine among themselves, and only one vote shall ever be cast with respect to any lot. ✓

1.5 Every owner shall have the right to use and enjoy the Common Areas in common with others entitled thereto, which right shall be appurtenant to and shall pass with the title to every lot, subject to:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas; ✓

B. The right of the Association to establish and publish, at any time and from time to time, reasonable rules and regulations governing the use and enjoyment of the ways and facilities and the Common Areas;

C. The right of the Association to suspend such owner's voting rights and rights to use the recreational facilities for any period during which any assessment against such lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

1.6 Each owner shall pay to the Association annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The assessments levied by the Association shall be used exclusively:

A. To pay taxes and other charges assessed by the Town of Sandwich on property of the Association; ✓

B. To improve and maintain the Common Areas, and to maintain the ways;

C. To pay expenses, if any, incidental to the enforcement of the easements, covenants, restrictions, agreements and other charges contained in this Declaration as from time to time amended;

D. To pay the cost of making and maintaining recreational facilities, including structures, in the Common Areas; and

E. To otherwise promote the recreation, health, safety, and welfare of the residents of Rolling Ridge Farm.

The Board of Directors of the Association may fix the annual assessment at an amount not greater than the maximum hereinafter states without vote of the membership. The annual assessment may exceed the maximum hereinafter stated if such higher amount is authorized or ratified by vote of the membership.

The maximum annual assessments without a vote of the membership shall be an amount equal to the sum of taxes and other municipal charges imposed upon the Association or its property and payable within the calendar year for which such assessment is made, plus an incremental sum, in an amount not to exceed one hundred dollars per lot, to be applied to other expenses and obligations of the Association. The maximum annual assessment the owner may be required to pay for each year without a vote of the membership shall each year commencing with 1986 be increased or decreased to reflect fluctuations in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, United States average, using July 1984 as the base month and July of the year preceding the calendar year for which a payment is sought as the comparative month.

In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in or upon the Common Areas and ways, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose.

Both annual and special assessments shall be assessed against the owners of all of the lots on the aforementioned plans, except Common Areas and ways, in equal shares for each lot. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, enforceable in the manner provided by law for the foreclosure of mortgages containing a power of sale, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successor. ✓

1.7 Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at a rate of Eighteen (18%) Percent Per Annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

1.8 The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage held by a bank, or other commercial lender, or any person not related to the owner of such lot. The sale or transfer of any lot shall not affect the assessment lien, but a sale or transfer pursuant to the foreclosure (or any proceeding in lieu thereof) of such a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association as to the amounts and due dates of any outstanding assessments, and any purchaser or mortgage lender shall be entitled to rely on the correctness of such certificate as of its date. ✓ \*

## ARTICLE II

2.1 The restrictions and covenants set forth in Article II shall be deemed common scheme restrictions, enforceable by the owner of any lot in the Subdivision, including the Developer or by the Association.

2.2 No lot shall be subdivided except that two or more lots may be combined and redivided into the same or a lesser number of lots, no one of which shall contain fewer square feet or less frontage than any one of the lots so combined and redivided, and each of the lots produced by such combination and redivision shall constitute a lot within the meaning of this Declaration.

2.3 Two or more contiguous lots used in combination as a single building site shall be deemed one lot for the purpose of determining the number of dwelling houses which may be erected thereon.

2.4 No lot shall be used for any purpose other than for one residence for a single family together with a garage for not more than three motor vehicles and other outbuildings and structures appurtenant thereto designed and adapted for the use of and thereafter used by a single family only. No business, trade or calling shall be conducted on any lot other than the practice of a profession, and then only within the dwelling house thereon. No social organization, clubs, or similar organizations

shall occupy any lot or building other than use of the Common Areas and improvements thereon by the Association and its members. This restriction shall not prevent the renting of a lot and all structures thereon as a unit, from time to time, for use as a private residence by the tenant, his family, servants, and non-paying guests.

2.5 Clothes lines or drying yards shall be located within fifteen feet of the dwelling and shall be enclosed. All facilities for the temporary storage and disposal of garbage and rubbish shall be suitably covered and enclosed. No refuse piles or unsightly objects shall be placed or suffered to remain on the premises.

2.6 No house trailers, mobile homes, portable houses, tents or other temporary shelters shall be parked, stored or used on the premises. All boats, except as noted below, all commercial vehicles and all unregistered vehicles shall be kept or stored in garages, barns or other improved structures and not in the open. No structures shall be occupied prior to completion.

One boat with bow to stern length equal to or less than twenty-one (21) feet may be allowed to be stored on any lot that has a completely constructed house unit, provided that said boat not be stored in the front yard or driveway. The front yard is defined as that area in front of a straight line formed when drawn along the front face of the house from the boundary on one side of the house to the boundary on the other side.

2.7 No fowl or animals other than a usual and reasonable number of common household pets shall be kept on any building lot, except that horses for personal use may be maintained in suitable stables, the construction of which has been approved as provided in Article III. All household pets must be quartered in the household at night.

2.8 Exterior lighting on any building lot shall be of such controlled focus and intensity as not to be unduly offensive to residents of neighboring property.

2.9 The use of trail bikes, mini-bikes, motorcycles and snowmobiles and similar vehicles shall not be permitted anywhere within the Subdivision including Common Areas except that motor vehicles registered as such and actually used for transportation may be used for such purpose only upon the public and private vehicular ways laid out on said plan.

2.10 No structure or other improvement shall be constructed or made within any of the Common Areas except structures and improvements designed for common use constructed or made with the approval of, or by, the Association.

### ARTICLE III

3.1 The rights, restrictions and reservations set forth in this Article III shall be enforceable by the Developer as hereinafter defined, or, subject to Section 5.1, by the Association.

3.2 No residence, accessory building, swimming pool, tennis court, or other structure shall be constructed, placed, used or maintained upon any building lot, and no alteration to the exterior of any structure shall be made until the complete plans, specifications and location have been submitted to and approved by the Developer. The ground floor area of every dwelling in the subdivision shall contain a living area of not less than 1000 square feet exclusive of garage, breezeway, terrace, porch, deck, greenhouse, or finished basement or the like. All buildings shall be erected on a continuous foundation of poured concrete or cement block. All dwellings shall have a separate or attached garage for at least one and not more than three motor vehicles and no open-side or open-end carport shall be permitted. Such plans and specifications shall disclose the location of sewerage disposal systems, walks and driveways, the location of all structures plotted vertically and horizontally and the exterior design, dimensions, color scheme, materials, grading and general plan of landscaping to be employed. The structure to be approved shall be of Cape Cod, Cape Cod Modified or Traditional New England Architecture. Approval of such plans may be denied in the sole discretion of the Developer, for any reason including purely aesthetic reasons, or insufficiently detailed plans and specifications, or that the proposed structure would unreasonably interfere with the view of another lot.

If no suit shall have been commenced, and notice thereof recorded in said Registry of Deeds within one year after the completion of any structure, alteration, addition or landscaping, the same shall be deemed to have been approved.

3.3 No building materials of any kind shall be placed upon any building lot except in connection with construction approved as above provided. As soon as building materials are placed on any building lot, such construction shall be promptly commenced, and the exterior of any structure and related grading, landscaping and driveways shall be completed within nine months after construction is begun.

3.4 Without the permission in writing of the Developer, no live trees exceeding six inches in diameter at a point two feet above grade shall be destroyed, removed or disturbed in natural growth except as may be necessary for building construction, site development, grading or landscaping which has been approved in accordance with these restrictions. No fences, hedges, walls, foliage screens and other obstructions of view shall be used on any building lot without the prior approval of the Developer, and shall in no event exceed forty-two inches in height at any distance greater than fifteen feet from any building; provided, however, that approval shall be given on reasonable and appropriate conditions for swimming pool

enclosures required by local building ordinances, enclosures for approved tennis courts, horse fencing where permitted and similar specialized fencing.

3.5 No signs of any kind shall be placed or maintained in or upon the Common Areas, ways or any lot without the written consent of the Developer, except that reasonable street numbers may be displayed and one sign of reasonable size bearing the name of the owner or occupant may be placed on any lot. The Developers shall have the right to enter upon any land for the purpose of removing any non-conforming sign.

3.6 That portion of the roadway between the property line and the edge of the paved way shall be kept cleared of underbrush and debris by the adjoining lot owner.

3.7 With the consent in writing of the Developer, not more than two horses may be stabled in an approved structure on Lots 39 through 67 only. Any fencing is subject to approval by the Developer and shall be not closer than fifty feet from the street line.

3.8 Without the consent of the Developer in writing, no windmills, no television or radio towers or other tower other than a television antenna affixed to the roof and not in excess of ten feet in height above the main ridge line of the structure, and no dish antennas or transmitting devices will be allowed.

3.9 The Developer reserves the right to make such cuts and fills as may be necessary to grade the roads or rights of way in front of and adjoining the lots in accordance with such grades as may be established from time to time and also the right to grade in, cut or fill on said lots, so far as may be reasonably necessary, for the support and maintenance of said established road grades, provided, that due care and diligence be exercised to avoid injury to the terrain of said described lots and to the trees and improvements thereof, except to such extent as may be absolutely necessary. For any such changes no liability shall be incurred by the Developer, and no claim for compensation shall arise in connection therewith in favor of the lot owner.

3.10 The Developer reserves the right, without compensation to the lot owners at any time, or from time to time, to dedicate to the public use, as public roads or highways, or to convey to the Town of Sandwich, or to the County of Barnstable, the fee simple of any part or all of the private roads or rights of way laid upon the said granted premises or tract of land of the Developer, and to make such arrangements with the said Town or County for the care and maintenance of the said roads, rights of way or highways so dedicated or conveyed, as it may deem advisable and the rights herein given to the lot owners of ingress and egress over the said roads or rights of way shall in no way impair the rights of the Developer as hereby reserved.

3.11 The lot owners, their families, agents and also their employees and servants agree to obey and abide by posted instructions controlling the rate of speed and the conduct of traffic on the private ways established, and to be established by the Developer.

#### ARTICLE IV

4.1 Deeds of lots by the Developer shall not convey the fee in any part of the ways abutting such lots unless otherwise specifically stated in such deed, it being the intention of the Developer to retain the fee in such ways.

4.2 The Developer reserves the right at any time and from time to time to grant easements, for the benefit of any land shown on said plan, over, on and under that portion of any lot which lies within fifteen feet of any way, for the installation, maintenance, and repair of poles, wires, pipes, mains, drains, conduits and other facilities for the transmission of sewerage, run-off, water, gas, electricity, telephone communications and other utilities and service, so long as the exercise of such right does not unreasonably hinder or limit the use and enjoyment of the premises hereby granted for residential purposes.

4.3 The Developer reserves the right at any time and from time to time to grant rights and easements in the ways and Common Areas shown on said plan appurtenant to land not within the Subdivision.

#### ARTICLE V

5.1 Any or all of the rights, powers, duties and reservations held by or reserved to the Developer pursuant to Articles III and IV may be assigned, in whole or in part, at any time and from time to time to the Association; and all of such rights, powers, duties, and reservations shall be assigned in full to the Association, not later than six months after the date the Developer no longer owns ten (10) lots of record, and upon the recording of any such assignment, the Association shall to the extent of such assignment, assume and have all the rights, powers and duties held by and reserved to the Developer under Articles IV and V. \* (Assigned July 11, 1994)

5.2 Nothing in this Declaration shall operate to inhibit or restrict any person, firm or corporation, while acting on behalf of the Developer, during the course of development of Rolling Ridge Farm Phases. Without limiting the generality of the foregoing, the Developer shall have the right to erect, place and maintain in the Subdivision, signs, billboards, temporary structures, including trailers and vehicles of every description, to maintain business offices in any permanent or temporary structure, and to do all things which in the Developer's sole discretion are in the best interest of Rolling Ridge Farm Phase I.

## ARTICLE VI

6.1 In interpreting and enforcing this document for all purposes, JOEL G. CROWELL, JOHN N. CROWELL, ROBERT D. PARRY and ALAN J. MACLEOD and their successors as Trustees of Rolling Ridge Farm Trust under an Indenture of Trust dated 1984, filed in the Barnstable Registry District of the Land Court as Document Number 332.036, or their assigns, shall be considered the "Developers" and shall have all the rights assigned to Developer herein.

6.2 If any easement, covenant, restriction agreement or charge herein contained should be held invalid by any court, any invalidity shall in no way affect any other covenant, restriction, agreement or change herein contained.

6.3 The Developer may waive any of the covenants, restrictions, agreements or charges herein contained but such waiver in any instance shall not constitute a waiver of the right to enforce any of such covenants, restrictions, agreements or charges thereafter.

6.4 Any provision contained in this Declaration may be amended or revoked and new provisions may be added, by an agreement duly executed and recorded by the record owners of not less than 110 lots. ✓

6.5 All the covenants, restrictions, agreements and charges set forth in this Declaration shall continue until the first day of July 2007, and may be extended or modified and extended as to all or part of Rolling Ridge Farm for a period not exceeding twenty-five (25) years, by an agreement duly executed and recorded by the record owners of not less than one hundred ten (110) lots. Easements shall continue in perpetuity. ✓

6.6 All notices and requests directed to the Developer shall be addressed:\*

Rolling Ridge Farm Trust  
121 Main Street  
Yarmouth Port, MA 02675

\*After 7/11/95, all notices and requests shall be addressed:

Board of Directors  
Rolling Ridge Farm Homeowners Association, Inc.  
P. O. Box 9  
Sandwich, MA 02563

Appropriate signatures are recorded at the Barnstable Registry appurtenant to Document Number 332.036.

Reissued 10/30/99

**AMENDMENT TO BY-LAWS  
OF THE  
ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC.  
P.O. Box 9  
Sandwich, MA 02563-0009**

The 1999 Board of Directors continued to abide by the provisions of the April 27, 1995 Amendments to the By-Laws of the Rolling Ridge Farm Homeowners Association, Inc., the original dated March 1984 as follows:

**ARTICLE I**

**Objects and Purposes**

The objects and purposes of ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC., (hereinafter called the "Association") shall be defined in the Covenants of the Association.

In addition, for the purpose of developing and doing any and all things necessary to promote the general welfare of the residents and owners of Rolling Ridge Farm subdivision. The Board of Directors will enforce the residential covenants and restrictions. The Board may promulgate rules and regulations not in conflict with this declaration concerning the conduct of residents and their guests in the use of common areas, including beach, tennis, and trail areas shown on the plan and such additional areas and facilities as may be required.

**ARTICLE II**

**Membership**

*Section 1.* The membership of the Association shall consist of every owner of a lot in the hereinabove mentioned subdivision. Membership shall be appurtenant to and may not be separated from ownership of any lot. The term "owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title. Each lot shall be entitled to one (1) vote. When more than one person holds such title to a lot, all such persons shall be members, but the vote for such lot shall be exercised as they determine among themselves, and only one vote shall ever be cast with respect to each lot.

*Section 2.* Every member shall have the right to use and enjoy the Common Areas of the subdivision, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- b. The right of the Association to establish and publish, at any time and from time to time, reasonable rules and regulations governing the use and enjoyment of the ways, amenities and common areas.
- c. The right of the Association to suspend such owner's voting rights and rights to use the recreational facilities for any period during which any assessment against such lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations.

### ARTICLE III

#### Assessments

The assessments levied by the Association shall be used exclusively to:

- a. pay taxes and other charges assessed by the Town of Sandwich on property of the Association.
- b. maintain and improve the Common Areas.
- c. pay expenses, if any, incidental to the enforcement of the easements, covenants, restrictions, bylaws, and charges contained in this Declaration; and as from time to time amended.
- d. pay the cost of making and maintaining recreational facilities, including structures, in the Common Areas.
- e. otherwise promote the recreation, health, safety, and welfare of the residents of Rolling Ridge Farm subdivision.

The Board of Directors of the Association may fix the annual assessment at an amount not greater than the maximum hereinafter stated without a vote of the membership. The annual assessment may exceed the maximum hereinafter stated if such higher amount is authorized or ratified by the membership.

The maximum annual assessment shall be an amount equal to the sum of taxes and other municipal charges imposed upon the Association or its property and payable within the calendar year for which such assessment is made, plus an incremental sum, in an amount not to exceed one hundred dollars (\$100.00) per lot, to be applied to other expenses and obligations of the Association. The maximum annual assessment the owner may be required to pay for each year without a vote of the membership shall each year commencing with 1986, be increased or decreased to reflect fluctuations in the

United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, United States average, using July of the year preceding the calendar year for which payment is sought as the comparative month.

In addition to the assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in or upon the Common Areas and Ways, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose.

Both annual and special assessments shall be assessed against the owners of all the numbered lots in the aforementioned subdivision, in equal shares for each lot. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made, enforceable in the manner provided by law for the foreclosure of mortgages containing a power of sale, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successor.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 18% per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any first mortgage held by a bank, or other commercial lender, or any person not related to the owner of such lot. The sale or transfer of any lot shall not affect the assessment lien, but a sale or transfer pursuant to the foreclosure (or any proceeding in lieu thereof) of such a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association as to the amounts and due dates of any outstanding assessments, and any purchaser or mortgage lender shall be entitled to rely on the correctness of such certificate as of its date.

Further to amend the By-laws to allow any duly elected Association Officer, including the President, Vice-president, Secretary, or Treasurer to sign Certificates of No Assessment, and a statement that said officer is duly qualified shall be sufficient authorization

## ARTICLE IV

### Rules and Regulations

The Board of Directors shall make and enforce rules and regulations governing the use of Association facilities as provided in covenants and bylaws, and as from time to time amended.

## ARTICLE V

### Suspension

The Board of Directors may suspend any member for non-payment of fees, charges or assessments, for any violation of the Association rules and regulations, or for disorderly conduct or any conduct which in the opinion of the Board of Directors is deemed prejudicial to the best interests of the Association. The action of the Board of Directors in suspending any member shall be final and conclusive, but, prior to any such suspension, the member shall be given the opportunity for a hearing before the Board of Directors on not less than ten (10) days notice in writing.

## ARTICLE VI

### Directors

**Section 1.** The governing body of the Association shall be a board of five (5) directors, which shall have entire charge of its affairs.

**Section 2.** No person shall be eligible to be a director who is not a regular member in good standing or the spouse of a regular member.

**Section 3.** The term of office of a director shall commence with the first scheduled meeting of the Board of Directors following his election, and shall be for a period of three (3) years, but not to exceed six (6) years consecutive service.

**Section 4.** Vacancies on the Board of Directors shall be filled by the remaining directors, though less than a quorum, until the next annual meeting of the Association membership or until their successors are elected or qualify.

**Section 5.** All action taken by the Board of Directors shall be by a majority vote of those present and voting at a meeting of the board at which a quorum is present, except as otherwise specifically provided in these By-Laws. A quorum for the transaction of business shall consist of three (3) Directors. No action shall be taken by the

Board of Directors in the absence of a quorum, except as provided in Section 4 of Article VI.

**Section 6.** Meetings of the Board of Directors shall be held on call of the President, upon three days notice, but such notice may be waived on the written consent of all of the Directors. Immediately following the annual meeting of the Association membership, the Board of Directors shall meet for the purpose of electing officers for the ensuing year.

**Section 7.** The Board of Directors may create such committees to assist it in carrying on its functions as it may from time to time deem necessary or advisable and shall designate their functions and powers and approve or disapprove their decisions and actions.

The chairpersons of all committees shall be appointed by the President, subject to the approval of the Board of Directors. The chairperson and members of committees shall serve for a term of one year, or until their successors are appointed and qualify.

## ARTICLE VII

### Officers

**Section 1.** The officers of the Association shall consist of a President, two Vice-presidents, a Secretary, and a Treasurer.

**Section 2.** The officers shall be elected by the Board of Directors from among its own members. The officers shall serve for a term of one year, or until their successors are elected and qualify. Each term of office shall commence on the date of the first Board of Directors Meeting following the most recent Association meeting.

## ARTICLE VIII

### Duties of Officers

**Section 1.** The President shall preside at all meetings of the Board of Directors and of the Association membership and shall exercise general supervision over all the activities of the Association.

**Section 2.** The Vice-presidents shall perform the duties of the President in his absence and such other duties as may be assigned to them (such as liaison to committees) by the Board of Directors.

**Section 3.** The Secretary shall record the proceedings of all meetings of the Association membership and the Board of Directors, and perform such other duties as may be assigned by the Board of Directors.

**Section 4.** The Treasurer shall take charge of all monies received and shall make all payments duly authorized by the Board of Directors and shall render an account whenever required by the Board of Directors. He will obtain the co-signature of another Director for a check drawn in an amount of one-hundred (\$100.) or more for business previously approved by the Board of Directors.

## **ARTICLE IX**

### **Meetings**

**Section 1.** The annual meeting of the Association membership shall be held prior to October 31 of each calendar year, unless otherwise ordered by the Board of Directors. Semi-annual meetings shall be held when deemed necessary by the Board of Directors.

**Section 2.** The President may call a special meeting of the Association membership whenever in his judgment a need therefor exists. Upon the petition of any three regular members in good standing, the President shall call a special meeting of the Association membership for the purpose of considering any matter or matters specified in said petition. No matters may be considered at a special meeting except those specified in the notice of the meeting.

**Section 3.** The annual meeting and any special meeting of the Association membership shall be held in a location to be determined by the President, unless otherwise ordered by the Board of Directors, or, in the case of a special meeting, unless the notice specifies a different place.

**Section 4.** Notice of the annual meeting and of all special meetings shall be sent or delivered to each regular member at least five (5) days in advance thereof.

**Section 5.** No business shall be conducted at any annual or special meeting of the Association membership in the absence of a quorum, which shall consist of one-third of the total number of regular members in good standing, present in meeting either in person or by duly authorized written proxy. In the absence of a quorum, those present may adjourn the meeting to another day upon due notice to the regular members.

## **ARTICLE X**

### **Fiscal Year**

The fiscal year of the Association shall be the calendar year.

## **ARTICLE XI**

Seal

The corporate seal of the Association shall consist of the wording **ROLLING RIDGE  
FARM HOMEOWNERS ASSOCIATION, INC.**

Article XII  
Liquidation

Only regular members shall be entitled to participate in the liquidation process or share in any distribution of assets on liquidation of the Association.

Article XIV  
Amendments

These By-laws may be amended by the Board of Directors provided that at least three of the directors then qualified and acting as such vote in favor of such amendment. AND at any meeting of the Association membership at which proposed amendment may be offered in meeting without prior notice. **BUT NO NEW MATTERS MAY BE BROUGHT BEFORE THE MEETING IN SUCH MANNER.**

\_\_\_\_\_  
Deran Hanesian, President

\_\_\_\_\_  
George Trim, Vice-President

\_\_\_\_\_  
Jeff Hauck, Vice-President

\_\_\_\_\_  
Rose Provencher, Treasurer

\_\_\_\_\_  
Terri Morris, Secretary

*Original document and signatures on file with Board of Directors*

*Amended December 5, 2023*

*AMENDMENT TO BY-LAWS OF THE  
ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC  
P.O. Box 9 Sandwich, MA 02563-0009*

The 2022-2023 Board of Directors, abiding by the April 27, 1995 By-Laws of the Rolling Ridge Farm Homeowners Association, Inc., and the provisions of the Reissued Amendments to the By-Laws, dated October 30, 1999, hereby set forth Amendments to the By-laws in accordance with Article XIV this December 5, 2023. As such, the Board of Directors records previously voted and approved items into this single Amendment to the By-laws registered for posterity by this document.

**Article XV**

**Solar Panels**

Based on the Rolling Ridge Farm Homeowners Association (RRFHOA) Covenants, the Rolling Ridge Farm Homeowners Association has established the following policy elements regarding the installation of residential solar power systems by members of its Association:

1. Per RRFHOA Covenants Article III Section II, all solar power system projects must be approved in writing by the Board, or the Architectural Control Committee, prior to commencing any construction activities on the exterior of the residence or associated property. It is highly recommended that Association approval be obtained prior to seeking necessary building permits (the Town may not issue permits without evidence of Association approval).
2. The Association prohibits any form of surface (ground, lawn, or walls of the residence) mounted solar power systems. The Association will only permit solar panels to be installed on rear-facing roof space of the residential dwelling. Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties, or roadways.
3. The Association requires that roof-mounted panel designs conform to existing roofline geometry (i.e., lay flat and follow the existing slope of the roofline); designs which do not have the solar panels retaining the same angle as the existing roofline are prohibited. The panel distances above the existing roof surfaces are to be minimized, as practically possible. Any exposed electrical conduit must be colored (e.g., powder coated) to be color-matched to the roof or other background (wall, fascia). Solar panels installed on a building or structure with a sloped roof surface shall not project above the peak of the roof to which it is attached.
4. Solar Power System applications for approval must include photos, simulated renderings, or drawings showing the specific proposed panel layouts and the location of any inverter hardware, or other system infrastructure, which is located on the exterior of the residence. The application must also identify the photovoltaic panel manufacturer and model number (specification sheet would be ideal). Prior to approval, the Association may notify all abutting properties of the proposed project and allow for comment.

[Originally adopted January 20, 2014]

## Article XVI

### Amendments to Prior Articles

1. Amendment to Article VI, Section 1 of the by-laws to read "a board of at least five (5) directors". [Voted by Board of Directors at the November 3, 2021 meeting.]
2. Suspend Article VI, Section 3 of the by-laws to allow for greater than six (6) year terms when President, Secretary and Treasurer roles cannot be otherwise filled and/or a quorum of the Board is not otherwise reached until such time that allows transition for HOA stability. [Voted by Board of Directors at the November 3, 2021 meeting.]
3. Amendment to Article VIII, Section 4 of the by-laws to state that co-signature is not required for any checks. Instead, for a dollar amount in excess of \$1,000, at least one other member of the Board of Directors must be copied on communications regarding the transaction of this dollar amount. [Voted by Board of Directors at the June 9, 2022 meeting.]

## Article XVII


### Short Term Rentals


No single-family residential home may be leased, rented, licensed or let (collectively referred to as "leased") unless upon a written agreement therefore in a form and content acceptable to the Directors and for an initial term of no less than one (1) month; and provided further that: (1) a copy of said agreement is provided to the Directors prior to the occupancy thereunder; (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the By-Laws and the Rules and Regulations promulgated pursuant thereto which the Directors shall provide to the occupants; (3) the letting is for the entire home; (4) no subletting is permitted; (5) each home may allow rental no more than twice (2 times) per calendar year; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Association and the occupant.

[This Article was approved by the Board of Directors and brought before the 2022 Annual meeting and approved by the membership by proxy and in person.]

The Board of Directors sets forth this document as of December 5, 2023 with recorded signatures below:

  
Bethany Muhlebach, President

  
Alan Livingstone, Vice President

  
James Lehane, Vice President

  
Jennifer O'Neil, Treasurer

  
James Weixel, Secretary