

(SEAL)

REGISTERED  
THIS  
COPY

COMMONWEALTH OF MASSACHUSETTS  
A N A N  
O F F I C I A L L A N D C O U R T O F F I C I A L  
C O P Y C O P Y  
D E P A R T M E N T O F T H E T R I A L C O U R T  
N O T N O T  
A N A N  
C A S E N O . 0 7 - S B Q - 1 9 5 6 7 4 0 6 0 0 1 A L O F F I C I A L  
C O P Y C O P Y

Upon the petition of Rolling Ridge Farm Homeowners Association, Inc., praying that an Amendment and Restatement of Covenants, Restrictions and Reservations (First Amendment), dated May 10, 2007 be approved for registration on the Certificates of Title of the homeowners in said association.

Said First Amendment replaces and extends the term of the original Declaration of Restrictions and Reservations dated October 7, 1982, Document No. 301354, Barnstable Registry District, as assigned by Document No. 619134, through the first day of July, 2027.

After due proceedings, upon determination that the requisite number of votes for extension (110) having been obtained, it is hereby **ORDERED**: that the Amendment and Restatement of Covenants, Restrictions and Reservations for Rolling Ridge Farm Homeowners Association dated May 10, 2007 are hereby approved for registration upon the certificates of title for the homeowners in said association.

By the Court. (Piper, J.)

Attest:

Deborah J. Patterson  
Recorder

Dated: February 18, 2015

A TRUE COPY  
ATTEST

*Deborah J. Patterson*  
RECORDER

NOT EXHIBIT A NOT  
 AN AN  
 © ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC  
 COPY COPY

| <u>Certificate No.</u>   | <u>Lot No.</u> | <u>Plan No.</u> |
|--------------------------|----------------|-----------------|
| 101535<br>OFFICIAL       | Lot 4          | 39567-B         |
| 137834<br>COPY           | Lot 5          | 39567-B         |
| 191075 <del>141911</del> | Lot 6          | 39567-B         |
| 196181 92776             | Lot 7          | 39567-B         |
| 149040                   | Lot 8          | 39567-B         |
| 188465 180497            | Lot 9          | 39567-B         |
| 203225 167745            | Lot 10         | 39567-B         |
| 193944 159926            | Lot 11         | 39567-B         |
| 125295                   | Lot 12         | 39567-B         |
| 183215                   | Lot 13         | 39567-B         |
| 197378 166337            | Lot 14         | 39567-B         |
| 198366 176612            | Lot 15         | 39567-B         |
| 170927 170297            | Lot 16         | 39567-B         |
| 200100 137504            | Lot 17         | 39567-B         |
| 185570 174126            | Lot 18         | 39567-B         |
| 176883                   | Lot 19         | 39567-B         |
| 148993                   | Lot 20         | 39567-B         |
| 195320 172118            | Lot 21         | 39567-B         |
| 149714                   | Lot 22         | 39567-B         |
| 144749                   | Lot 23         | 39567-B         |
| 101447                   | Lot 24         | 39567-B         |
| 203379 165640            | Lot 25         | 39567-B         |
| 153192                   | Lot 26         | 39567-B         |

|                               |                          |         |
|-------------------------------|--------------------------|---------|
| 151337 N O T                  | Lot 27 N O T             | 39567-B |
| 179908 A N<br>O F F I C I A L | Lot 28 O F F I C I A L   | 39567-B |
| 95839 C O P Y                 | Lot 29 C O P Y           | 39567-B |
| N O T                         | Lots 146-158, plan N O T | 39567-C |
| 102475 A N<br>O F F I C I A L | Lot 30 O F F I C I A L   | 39567-C |
| 111815 C O P Y                | Lot 31 C O P Y           | 39567-C |
| 167554                        | Lot 32                   | 39567-C |
| 139993                        | Lot 33                   | 39567-C |
| 196044 -165111                | Lot 34                   | 39567-C |
| 185900 177434                 | Lot 35                   | 39567-C |
| 202868 160637                 | Lot 36                   | 39567-C |
| 180666                        | Lot 37                   | 39567-C |
| 101680                        | Lot 38                   | 39567-C |
| 202627 99770                  | Lot 39                   | 39567-C |
| 201010 147595                 | Lot 40                   | 39567-C |
| 183344                        | Lot 41                   | 39567-C |
| 167485                        | Lot 42                   | 39567-C |
| 189424 148924                 | Lot 43                   | 39567-C |
| 169852                        | Lot 44                   | 39567-C |
| 178013                        | Lot 45                   | 39567-C |
| 203749 166849                 | Lot 46                   | 39567-C |
| 183840 168693                 | Lot 47                   | 39567-C |
| 181842                        | Lot 48                   | 39567-C |
| 127665                        | Lot 49                   | 39567-C |
| 100591                        | Lot 50                   | 39567-C |
| 201690 179994                 | Lot 51                   | 39567-C |
| 170407                        | Lot 52                   | 39567-C |
| 120969                        | Lot 53                   | 39567-C |

|                                |        |                        |         |
|--------------------------------|--------|------------------------|---------|
| 197013 <del>107502</del> N O T | Lot 54 | N O T                  | 39567-C |
| 157954 A N<br>O F F I C I A L  | Lot 55 | A N<br>O F F I C I A L | 39567-C |
| 96781 C O P Y                  | Lot 56 | C O P Y                | 39567-C |
| 182537 N O T                   | Lot 57 | N O T                  | 39567-C |
| 125650 A N<br>O F F I C I A L  | Lot 58 | A N<br>O F F I C I A L | 39567-C |
| 146190 C O P Y                 | Lot 59 | C O P Y                | 39567-C |
| 194145 <del>124743</del>       | Lot 60 |                        | 39567-C |
| 135586                         | Lot 61 |                        | 39567-C |
| 179830                         | Lot 62 |                        | 39567-C |
| 169820                         | Lot 63 |                        | 39567-C |
| 111613                         | Lot 64 |                        | 39567-C |
| 128942                         | Lot 65 |                        | 39567-C |
| 131862                         | Lot 66 |                        | 39567-C |
| 194143 <del>173905</del>       | Lot 67 |                        | 39567-C |
| 115611                         | Lot 68 |                        | 39567-C |
| 126976                         | Lot 69 |                        | 39567-C |
| 181215                         | Lot 70 |                        | 39567-C |
| 99096                          | Lot 71 |                        | 39567-C |
| 196926 <del>145880</del>       | Lot 72 |                        | 39567-C |
| 160364                         | Lot 73 |                        | 39567-C |
| 195862 <del>158250</del>       | Lot 74 |                        | 39567-C |
| 106321                         | Lot 75 |                        | 39567-C |
| 197901 <del>157798</del>       | Lot 76 |                        | 39567-C |
| 106049                         | Lot 77 |                        | 39567-C |
| 139664                         | Lot 78 |                        | 39567-C |
| 138351                         | Lot 79 |                        | 39567-C |
| 143981                         | Lot 80 |                        | 39567-C |
| 120584                         | Lot 81 |                        | 39567-C |

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|---|---------|----------------|---------|
| 149134 NOT                              | Lot 82  | NOT            | 39567-C |
| 198570 <del>133885</del> AN<br>OFFICIAL | Lot 83  | AN<br>OFFICIAL | 39567-C |
| 131880 COPY                             | Lot 84  | COPY           | 39567-C |
| 149947 NOT                              | Lot 85  | NOT            | 39567-C |
| 193417 <del>121493</del> AN<br>OFFICIAL | Lot 86  | AN<br>OFFICIAL | 39567-C |
| 109070 COPY                             | Lot 87  | COPY           | 39567-C |
| 196875 <del>99450</del>                 | Lot 88  |                | 39567-C |
| 202792 <del>161948</del>                | Lot 89  |                | 39567-C |
| 178415                                  | Lot 90  |                | 39567-C |
| 170662                                  | Lot 91  |                | 39567-C |
| 204031 <del>122877</del>                | Lot 92  |                | 39567-C |
| 185985 <del>149169</del>                | Lot 93  |                | 39567-C |
| 161857                                  | Lot 94  |                | 39567-C |
| 147920                                  | Lot 95  |                | 39567-C |
| 135852                                  | Lot 96  |                | 39567-C |
| 117700                                  | Lot 97  |                | 39567-C |
| 130760                                  | Lot 98  |                | 39567-C |
| 170608                                  | Lot 99  |                | 39567-C |
| 131032                                  | Lot 100 |                | 39567-C |
| 186694 <del>143792</del>                | Lot 101 |                | 39567-C |
| 120551                                  | Lot 102 |                | 39567-C |
| 157353                                  | Lot 103 |                | 39567-C |
| 173138 <del>173158</del>                | Lot 104 |                | 39567-C |
| 198024 <del>138694</del>                | Lot 105 |                | 39567-C |
| 132848                                  | Lot 106 |                | 39567-C |
| 139238                                  | Lot 107 |                | 39567-C |
| 183692 <del>181658</del>                | Lot 108 |                | 39567-C |
| 130368                                  | Lot 109 |                | 39567-C |

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|--------|----------------------------------|---------|----------------|---------|
| 203483 | <del>170482</del> NOT<br>AN      | Lot 110 | NOT            | 39567-C |
|        | 99408 OFFICIAL                   | Lot 111 | OFFICIAL       | 39567-C |
|        | 104697 COPY                      | Lot 112 | COPY           | 39567-C |
|        | 127020 NOT                       | Lot 113 | NOT            | 39567-C |
| 189577 | <del>130066</del> AN<br>OFFICIAL | Lot 114 | AN<br>OFFICIAL | 39567-C |
|        | 182412 COPY                      | Lot 115 | COPY           | 39567-C |
|        | 132035                           | Lot 116 |                | 39567-C |
|        | 170127                           | Lot 117 |                | 39567-C |
|        | 152358                           | Lot 118 |                | 39567-C |
|        | 132066                           | Lot 119 |                | 39567-C |
| 193618 | <del>137830</del>                | Lot 120 |                | 39567-C |
|        | 128131                           | Lot 121 |                | 39567-C |
|        | 126361                           | Lot 122 |                | 39567-C |
|        | 172085                           | Lot 123 |                | 39567-C |
| 197838 | <del>150972</del>                | Lot 124 |                | 39567-C |
| 199439 | <del>123835</del>                | Lot 125 |                | 39567-C |
|        | 149716                           | Lot 126 |                | 39567-C |
|        | 148929                           | Lot 127 |                | 39567-C |
|        | 168000                           | Lot 128 |                | 39567-C |
|        | 161733                           | Lot 129 |                | 39567-C |
| 201173 | <del>153516</del>                | Lot 130 |                | 39567-C |
|        | 145631                           | Lot 131 |                | 39567-C |
|        | 148710                           | Lot 132 |                | 39567-C |
|        | 133918                           | Lot 133 |                | 39567-C |
|        | 166417                           | Lot 134 |                | 39567-C |
| 174924 | <del>174294</del>                | Lot 135 |                | 39567-C |
|        | 133313                           | Lot 136 |                | 39567-C |
| 195386 | <del>149357</del>                | Lot 137 |                | 39567-C |

|                       |         |                |         |
|-----------------------|---------|----------------|---------|
| 134599 NOT            | Lot 138 | NOT            | 39567-C |
| 137626 AN<br>OFFICIAL | Lot 139 | AN<br>OFFICIAL | 39567-C |
| 125866 COPY           | Lot 140 | COPY           | 39567-C |
| 178043 NOT            | Lot 141 | NOT            | 39567-C |
| 175278 AN<br>OFFICIAL | Lot 142 | AN<br>OFFICIAL | 39567-C |
| 205887 180491 COPY    | Lot 143 | COPY           | 39567-C |
| 148087                | Lot 144 |                | 39567-C |
| 178129                | Lot 145 |                | 39567-C |
|                       |         |                |         |
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CERTIFICATE OF VOTE AND AFFIDAVIT OF  
THE BOARD OF DIRECTORS OF THE

ROLLING RIDGE FARM HOME OWNERS ASSOCIATION, INC.

WE, the Board of Directors of the Rolling Ridge Farm Homeowners Association, Inc., of Sandwich, Massachusetts, a not-for-profit Massachusetts corporation organized pursuant to M.G.L. Ch 180, pursuant to Document 619134 filed with the Barnstable Land Court Registry, by unanimous vote of the Board of Directors as directed by Vote of the homeowners of Rolling Ridge Farm, pursuant to Article VI. hereby certify, under the pains and penalties of perjury to the following:

Pursuant to a special meeting of the Board of Directors of Rolling Ridge Farm Homeowners Association, Inc., on May 10, 2007, upon motion duly made and seconded, it was unanimously

VOTED: That the Protective Covenants were to be restated, amended and renewed for a period of 25 years, pursuant to a vote of each Lot Owner within Rolling Ridge Farm, said vote being: 124 Yes (to amend, restate and renew), 3 No and 14 Abstentions and/or failure to respond. Said ballots are being kept in permanent records of the Corporation.

We hereby certify that we are the directors of said corporation and are duly authorized by the homeowners to file said Amended and Restated Covenants with the Barnstable County Land Court Registry.

Executed this 10<sup>th</sup> day of May, 2007 under the pains and penalties of perjury:

*Terri Morris*  
AN OFFICIAL COPY  
Terri Morris, President and Director

AN OFFICIAL COPY  
NOT

*Linda Calmes Jones*  
AN OFFICIAL COPY  
Linda Calmes Jones, Treasurer and Director

AN OFFICIAL COPY

*Pamela Levin*  
Pamela Levin, Clerk/Secretary and Director

*Jonathan Hagenstein*  
Jonathan Hagenstein, Director

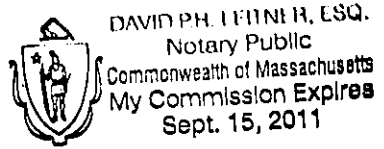
*Curt McKee*  
Curt McKee, Director  
R. CURTIS McKEE

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 10<sup>th</sup> day of May, 2007, before me, the undersigned notary public, personally appeared Terri Morris, Linda Calmes-Jones, Pamela Levin, Jonathan Hagenstein and Curt McKee, proved to me through satisfactory evidence of identification, which were valid Massachusetts Drivers Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as officers and directors of the Rolling Ridge Farm Homeowners Association, Inc.

Notarial seal



*David P.H. Leitner*  
David P.H. Leitner, Esq., Notary Public  
My commission expires: Sept. 15, 2011

# EXHIBIT E

## AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, RESTRICTIONS AND RESERVATIONS OF FICHTAL FOR ROLLING RIDGE FARM I A L SOUTH SANDWICH, BARNSTABLE COUNTY, MASSACHUSETTS

WE, the Board of Directors of the ROLLING RIDGE FARM HOMEOWNERS ASSOCIATION, INC., of Sandwich, Massachusetts, a not-for-profit Massachusetts corporation organized pursuant to M.G.L. Ch 180, pursuant to an assignment of rights filed as Document 619134 with the Barnstable Land Court Registry, and by unanimous vote of the Board of Directors as directed by Vote of the homeowners of Rolling Ridge Farm, pursuant to Article VI of the Declaration of Covenants, Restrictions, and Reservations for Rolling Ridge Farm, South Sandwich, Barnstable County, Massachusetts, filed as Document 301354, as amended, HEREBY EXTEND AMEND AND RESTATE SAID COVENANTS FOR A PERIOD OF TWENTY (20) YEARS TO THE FIRST DAY OF JULY, 2027, 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 through 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-B, 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<sup>st</sup>) interest in and access 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 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 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.

O F F I C I A L O F F I C I A L

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 exclusive:

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;

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 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 vote of the membership.

C O P Y C O P Y

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, on an annual basis, not to exceed two hundred fifty (\$250.00) 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 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 2007 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



2.7 No fowl or animals other than a usual and reasonable number of common household pets shall be kept on any building lot. All household pets must be quartered in the household at night.

C O P Y C O P Y

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.

A N A N

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 and the use of any vehicles of any kind whatsoever are expressly prohibited on said 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 Association as hereinafter defined.

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 Association. The ground floor area of every dwelling in the subdivision shall contain a living area of not less than 1,000 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 Association, 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 the 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 (9) months after construction is begun.

3.4 Without the permission in writing of the Association, no live trees exceeding twelve (12) 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 Association, 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, 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 Association, 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 Association 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 DELETED**

3.8 Without the consent of the Association 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 antenna or transmitting devices will be allowed, except that one normal satellite dish of up to thirty-six (36) inches used in conjunction with home entertainment/television reception similar to cable television may be installed upon any home in a reasonably discrete location as required by the installer of said satellite dish, additional satellite dishes require the written consent of the Association.

3.9 The Association 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 Association and no claim for compensation shall arise in connection therewith in favor of the lot owner.

3.10 The Association 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 Association, and to make such arrangements with 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 Association as hereby reserved.

O F F I C I A L O F F I C I A L

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 Association.

#### ARTICLE IV

4.1 Deeds of lots by the Association 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 Association to retain the fee in such ways.

4.2 The Association 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 (15) 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 Association 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

**DELETED**

#### ARTICLE VI

6.1 The Board of Directors, of the Rolling Ridge Farm Homeowners Association, Inc., (the "Association"), pursuant to it's By-Laws and pursuant to the assignment of all rights and powers duly filed with the Barnstable Land Court Registry as Document 619134, shall interpret and enforce this document for all purposes.

6.2 If any easement, covenants, 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 Association 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 of the covenants, restrictions, agreements and charges set forth in this Declaration shall continue until the first day of July 2027, 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 or the maximum allowable by law, by an agreement duly executed and recorded by the record owners of not less than ninety three (93) lots. Easements shall continue in perpetuity.

6.6 All notices and requests directed to the Association shall be addressed to:

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

Appropriate signatures are filed herewith at the Barnstable Land Court Registry appurtenant to Document Number \_\_\_\_\_.

**BARNSTABLE REGISTRY OF DEEDS**  
**John F. Meade, Register**