

DECLARATION OF RESTRICTIVE COVENANTS

Property Address: _____, Northfield, MA 01360
[Please print Northfield street address above]

Cross Reference: Book _____, Page _____

Grantor Index: _____
(Property Owner) [Please print full name(s) of property owner(s) above]

Grantee Index: Rustic Ridge Association

I/We, _____
(Please print full name(s) of property owner(s) above)

whose address is _____, Northfield, MA 01360
[Please print Northfield street address above]

(hereafter called the "Declarant"), being the owner of certain real estate situated in the Rustic Ridge area of East Northfield and more particularly described in Exhibit A (the "Restricted Property", which is the subject parcel) which is recorded herewith and incorporated herein by reference, hereby impose the following restrictive covenants on the Restricted Property for the benefit of the owners (and their heirs, successors and assigns) of all lots shown on the recorded plans of Rustic Ridge (hereafter called the "Rustic Ridge Plans", showing the benefited land) as more particularly listed on Exhibit B which is recorded herewith and incorporated herein by reference.

The Declarant, for himself and for his heirs, successors and assigns, further states, stipulates, agrees and acknowledges that the following restrictive covenants are of actual and substantial benefit to the owners of all of the parcels of land shown on the Rustic Ridge Plans.

1. The Restricted Property shall be used or occupied only for "Seasonal Use," which is defined as use or occupancy for one hundred eighty (180) days or less during any calendar year. The Restricted Property shall not be used or occupied for more than one hundred eighty (180) days during any calendar year.

2. The Restricted Property shall not be remodeled, reconstructed, altered or adapted for use or occupation beyond the limits of Seasonal Use.

3. These covenants, conditions, reservations and restrictions shall run with the land. The Declarant declares these restrictive covenants for him/herself, and for his/her heirs, successors and assigns, so that these covenants shall be binding on the successors in interest of said Declarant, on his/her successors in interest and on all persons claiming under him/her, for the period provided by these covenants from the date of acknowledgement set forth below.

4. These covenants, conditions reservations and restrictions are not assignable and are enforceable only by:

- (a) any one or more of the present owners of any of the land shown on any of the Rustic Ridge Plans, and by their heirs, successors and assigns who are their successors in interest; or,
- (b) the Rustic Ridge Association, or any one or more of its members, said Association consisting of the owners of the land shown on the Rustic Ridge Plans.

5. The sole and sufficient evidence of a waiver or relinquishment of these restrictive covenants shall be:

- (a) an instrument signed by the then owners of a simple majority of the parcels of land shown on the Rustic Ridge Plans (provided that for any parcel with multiple owners, the signature of any one owner shall be sufficient for that parcel), and acknowledged by at least one such owner; or,
- (b) a majority vote of those present and voting at an annual meeting or any other duly called meeting of the Rustic Ridge Association, which vote may be documented by an instrument signed and acknowledged by any one officer (e.g., including but not limited to President, Vice President, Secretary or Treasurer) of the Rustic Ridge Association.

6. These restrictions shall be in full force and effect for a period of thirty years from the date of acknowledgment set forth below, as allowed by law for restrictive covenants, and may be renewed as allowed by law for restrictive covenants pursuant to the General Laws of Massachusetts, Chapter 184, Sections 23 & 26-30, as the same may be hereafter amended or replaced. Such renewal may be executed and recorded by:

- (a) any one or more of the present owners of any of the land shown on any of the Rustic Ridge Plans, and by their heirs, successors and assigns who are their successors in interest; or,
- (b) the Rustic Ridge Association, or any one or more of its officers or members.

7. These covenants may be enforced by:

- (a) any one or more of the present owners of any of the land shown on any of the Rustic Ridge Plans, and by their heirs, successors and assigns who are their successors in interest; or,
- (b) the Rustic Ridge Association, or any one or more of its officers or members; by proceedings at law or in equity against any person or persons violating or attempting to violate these covenants, either to restrain violation, or to recover damages, or both.

8. If any provision of this Declaration of Restrictive Covenants, or the application of said provision to any person or circumstances shall be held invalid by a court of competent jurisdiction, the remainder of this Declaration of Restrictive Covenants or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby and shall remain in full force and effect.

9. To the maximum extent allowed by law, the Declarant, for himself and for his/her heirs, successors and assigns, states that this Declaration of Restrictive Covenants shall be liberally and broadly construed to effectuate its purposes, which are hereby stated to include but are not limited to the following:

Rustic Ridge has always been a seasonal community. Its history is documented in the publication entitled The Story of Rustic Ridge 1901-1976 (Northfield, Mass., 1976), to which reference may be had for more detail, and which is recorded in the Franklin County Registry of Deeds as an appendix to the affidavit recorded in Book ____, Page _____. Many owners of property shown on the Rustic Ridge Plans are descendants of the ministers and missionaries who founded the community at the beginning of the twentieth century. While the occupations of today's owners vary widely, Rustic Ridge has become the summer gathering ground for a modern nomadic tribe. No matter where the people may live and work, they come home to Rustic Ridge in the summer. There are no restrictions or limitations on ownership or occupation based on race, creed, color, religion, national origin, gender, sexual preference, or any other category for which

discrimination is prohibited by any state or federal law. This community is based on inclusion rather than exclusion. In a rootless world, Rustic Ridge is a gathering place where people can renew their spirits and friendships in an historic setting.

10. The breach of any of the foregoing covenants, conditions, reservations and restrictions shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to any lot or lots. These covenants, conditions, reservations and restrictions shall be binding upon, and effective against, a mortgagee or a grantor/grantee whose title is or was acquired by foreclosure or otherwise.

WITNESS my/our hand(s) and seal(s) this _____ day of _____, 2000.

Witness:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss. _____, 2000

Then personally appeared the above-named _____

and acknowledged the foregoing instrument to be his/her/their free act and deed, before me

Notary Public

My commission expires: