Bk: 10367-330 49587
08-30-1996

LAKEWOOD HILLS PROPERTY OWNERS ASSOCIATION
SOUTH SANDWICH MASSACHUSETTS

DECLARATION OF PROTECTIVE COVENANTS

WHEARAS, all lots in the neighborhood known as Lakewood Hills have been governed by a document know as "Voluntary Restrictions – Lakewood Hills" dates May 16, 1966 drafted and recorded by Sea-Lake Corporation at the Barnstable Country Registry of Deeds in Book 1335 Page 845 as amended from time to time; and

WHEARAS, the statutory life of these restrictions will end in 1996; and
WHEARAS, the interests of neighborhood appearance and property value are well served by continuing prudent restrictions and providing for the long term financial security of Lakewood Hills' amenities owned by the Lakewood Hills Property Owners' Association, Inc. (hereinafter referred to as the "Association"), and for their use by active members;

WHEARAS, it is agreed that the membership in the Association yields a significant benefit to those who are active members;

THEREFORE, those whose signatures appear attached hereto, voluntarily commit themselves, their property as identified adjacent to their signatures and their successors, hears and assigns to the following covenants:

Restrictions no longer valid as of 2026 Vote

1. ~~No lot shall be further subdivided except with prior written approval of the Association through the Board of Governors.~~
2. ~~No structure shall be constructed, moved onto a lot, remodeled as to the exterior thereof or added to until plans, site location, screening and landscaping thereof have been approved by the Association and such approval recorded at the Barnstable County Registry of Deeds. Such structures and their construction, siting, and location shall be consistent with the Zoning by laws as established by the Town of Sandwich.~~
3. ~~The type of architecture of dwellings in Lakewood Hills shall conform with the general architecture of the majority of buildings within the subdivision which are Cape Cod or modified Cape Cod design.~~
4. ~~The owner of a lot shall maintain the property and any improvements so as to present a neat appearance and shall insure the the premises is clear of debris.~~
5. ~~No house trailers, recreational camper vehicles, school buses, temporary shelters, boats, garbage containers, or unregistered vehicles shall be parked, stored or used on any lot unless~~

~~reasonably screened from view from roads and other lots. No commercial vehicles in excess of 12,000 pounds gross vehicle weight shall be parked in view of other lots overnight.~~

6. ~~No animals except customary household pets shall be kept on any lot.~~
7. ~~Dwellings shall be constructed, and their use shall be consistent with residential use. Separate professional or office buildings shall not be permitted.~~
8. ~~In addition to private rights of enforcement reserved hereby to each of the property owners whose property is governed by these covenants, the Association shall have the right to enforce each of the covenants contained herein. No failure or delay of the Association to enforce any covenants nor any partial enforcement of covenants shall be deemed a waiver of abandonment of the right to require strict enforcement at any time.~~

INITIATION FEE

An initiation fee shall be assessed to any application for membership in an amount equal to three (3) times the current annual assessment.

ANNUAL CHARGES

Each lot subject to the covenants shall be subject to an annual assessment beginning January 1. The assessment for 1994 has been set at $65.00. for improved lots and $45.00 for unimproved property (vacant lots). Said assessment shall be due and payable upon billing by the Association. The annual charge shall be the joint and several obligation of the owner(s) of each lot and is in addition to any initiation fee.

The annual charge may be adjusted from year to year by a majority vote of those Association members attending a meeting called for that purpose. One membership shall be owned in common by co-owners of a lot.

THE ASSOCIATION

All lot owners in Lakewood Hills consenting to subject their lot(s) to these covenants and who pay the annual assessment shall be, thereby, members of Lakewood Hills Property Owners Association.

There shall be a maximum number of 482 memberships available.

Other property owners whose individual lots are not in Lakewood Hills but are in reasonable proximity to Lakewood Hills Property Owners Association ("Board") and

who consent to subject their property to these covenants, and whose application and consent is accepted by the Board shall also be members of the Association upon payment of the Initiation Fee and Annual Assessment.

Non payment of the required annual assessment within 90 days of billing by the Association shall result in the termination of all membership privileges. Membership may be re-established, provided one is available, by making application to the Board of Governors and paying the lesser of the accrued back assessments or the initiation fee.

All members whose annual assessments are paid in full shall have full use of the Association amenities and recreational facilities subject to reasonable rules, regulations, and the rental fee related thereto. Membership may be suspended by the Board for misuse of Association facilities.

CONSENT
These covenants shall bind the persons, lots, successors, heirs and assigns as described above. Others may be bound hereby upon recording of a written instrument referring to this document describing the property, signed by the owners thereof and by the President of the Board of Governors on behalf of the Association.

EXTENSION
These covenants shall be effective as of the date of recording and for 30 years thereafter. They may be extended for further periods of not more than 20 years at a time by the owners of record pursuant to the provisions of MGL C. 184$27

AMENDMENT
These covenants may be amended from time to time by a two thirds vote of the Association members attending a meeting called for that purpose and recording a certificate of said vote by the Association Clerk together with the amendment. Notwithstanding the provisions of this paragraph, amendment of the annual charges shall be governed by the majority vote as stated above.

WITNESS our hands and seals this 30 day of August 1996.

LAKEWOOD HILLS PROPERTY OWNERS ASSOCIATION

By: _____President

Barnstable County Registry of Deeds