

**ECHO HILL ASSOCIATION
GOVERNANCE DOCUMENTS**

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF ECHO HILL, AMHERST, MASSACHUSETTS**

PURPOSE OF THE ASSOCIATION AND THE BOARD

The Association was formed to provide for the preservation of the values and amenities of the Echo Hill community and for the maintenance of the pond, open spaces, and other common facilities for the benefit of members. Through an elected, unpaid, volunteer board, the Association is charged with administering the covenants and restrictions and collecting and disbursing assessments. (from original Covenant document – date unknown)

THIS DECLARATION, made this twenty-first day of December A. D., 1966, by WILLIAM AUBIN, INC., a Massachusetts business corporation having its usual place of business at Amherst, Hampshire County, Massachusetts, hereinafter called the Developer, which expression shall include its successors and the assignees of the rights hereunder where the context so admits, and the undersigned Owners of the Properties

WITNESSETH:

WHEREAS, Developers together with the undersigned owners are the owners of the real property described in Article II of this declaration and desire to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of said community, and

WHEREAS, Developers desire to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developers have deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the

covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, Developers and some of the Owners have incorporated under the provisions of Chapter 180 of the General Laws of the State of Massachusetts, as a non-profit corporation, THE ECHO HILL ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developers and the undersigned Owners of all the properties declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens, (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) “Association” shall mean and refer to the Echo Hill Association, Inc.
- (b) “The Properties” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) “Common Properties” shall mean and refer to those areas of land shown on a subdivision plat of The Properties recorded in Hampshire County Registry of Deeds, Plan Book, Page _____ upon which plan the common properties are specifically designated and intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (d) “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined. Provided that, except as to land owned by the Developers, where one of more such plots of land or any fractions thereof shall be combined in common ownership with a plot or fraction of a plot contiguous thereto, such land as so combined shall thereafter constitute one lot and shall not thereafter be subdivided.

- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Amherst, Hampshire County, Massachusetts and is more particularly described as follows:

Beginning at the iron pin set on the Easterly side of Heatherstone Road, which iron pin marks the Northwesterly corner of Lot #42 and the Southwesterly corner of Lot #41 as shown on plan of land entitled, "Echo Hill A Subdivision of Land in Amherst, Mass. Belonging to William E. & Sophie Aubin", dated June 24, 1964, revised August 26, 1964, Almer Huntley, Jr. & Assoc., Inc., surveyors; thence running N. 74⁰ 45' 26" E. along said Lot #41 one hundred seventy-seven and sixteen hundredth (177.16 feet to an iron pin; thence running N. 10⁰ 14' 24" W. along said Lot #41 seventy-six and forty-eight hundredths (76.48) feet to an iron pin; thence running S. 87⁰ 28' 37" E. along a portion of Lot #30, Lot #31, and a portion of Lot #32 as shown on said plan one hundred seventy-one and sixty-nine hundredths (100.69) feet to a concrete bound; thence running N. 80⁰ 23' 26" E. along Lots #32, 34, 35, and 36 as shown on said plan four hundred eighty-eight and three hundredth (488.03) feet to a point in the westerly line of Alpine Drive; thence running Easterly to a point in the Easterly line of said Alpine Drive; thence running S. 09⁰ 17' 04" E. along the Easterly line of said Alpine Drive to a point marking the Northwesterly corner of Lot #97 and the Southwesterly corner of Lot #40 as shown on said plan; thence running S. 87⁰ 26' 34" E. along said Lot #40 one hundred seventy-nine and eighty-nine hundredths (179.89) to a point; thence running S. 08⁰ 06' 13" E. along land of Paul C. Mitchell, A. M. & D. C. Stanley and J. H. & M. E. Stewart one thousand five and seven-hundredths (1005.07) feet to a point; thence running S. 02⁰ 34' 56" E. along land of said Stewarts and land of A. C. and M. Z. Foote two hundred fourteen and thirty-three hundredths (214.33) feet to a point; thence running S. 01⁰ 12' 09" W. along land of one Mauer, land of Herbert H. and Marie Hultin and land of Kamins, Inc. four hundred seventy-five and fifty-one hundredths (475.51) feet to a point; thence running S. 05⁰ 52' 52" W. along land of John W. and

Mariam J. Zahradnik four hundred thirty-two and sixty-eight hundredths (432.68) feet to a Point; thence running N. 87° 03' 32" W. along land of A. Lyman, Joseph Baj et ux, and Ralph E. Newport one thousand six hundred seventy-one and ninety five hundredths (1,671.95) feet to a point; thence running N. 04° 26' 39" E. along land of A. Wisniewski et ux three hundred thirty- five and ninety-five hundredths (335.95) feet to a point; thence running N. 86° 16' 11" W. along land of said Wisniewski four hundred eighty-nine and fifty-three hundredths (489.53) feet to a point; thence running N. 02° 45' 56" E. along land of Ludwika Rogalski eight hundred thirty-two and thirty-seven hundredths (832.37) feet to a point; thence running N. 0° 17' 19" W. along land of Joseph J. Kuckinski a distance of nine hundred forty-four and sixty-nine hundredths (944.69) feet to a point; thence running S. 87° 26' 09" E. along land of W. Lyman, S. P. Puffer, Jr. and Parkman & Bemis four hundred ninety-seven and eleven hundredths (497.11) feet to a point; thence running S. 86° 00' 24" E. along land of said Parkman & Bemis and land of one Bemis three hundred seventy-three and seventy hundredths (373.70) feet to a point; thence running Easterly to a concrete bound set in the Easterly side of Heatherstone Road; thence running Southeasterly along the Easterly side of said Heatherstone Road along the arc of a curve having a radius of three hundred thirty and fifty-six hundredths (330.56) feet, a distance of seventy-six and eleven hundredths (76.11) feet to the place of beginning.

For further reference see plan of land entitled "Echo Hill A Subdivision of Land in Amherst, Mass. Belonging to William E. & Sophie Aubin", dated June 24, 1964, revised August 26, 1964, Almer Huntley, Jr. & Assoc., Inc. surveyors.

The above description includes but is not limited to Lots 42 through 146, all of which real Property shall hereinafter be referred to as "existing property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) Additions in Accordance with a General Plan of Development. The Developers, their heirs and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot in such development and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale, and provided further that the Association shall first approve each such addition at a meeting if the membership called for the purpose two-thirds (2/3) of the Class A members voting concurring therein.

Such General Plan of Development shall show the proposed addition to the existing property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, will become subject to

assessment for their just share of Association expenses; and (5) a schedule for termination of the Developer's right under the provisions of this sub-section to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Developers, their heirs and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding sub-section, shall be made by filing of record in the Hampshire County Registry of Deeds, a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

- (b) Other Additions. Upon approval in writing of the Association pursuant to a two-third (2/3) vote of its Class A members and as provided in its Articles of Incorporation, the owner of any adjacent or contiguous lot who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record in the Hampshire County Registry of Deeds a Supplementary Declaration of Covenants and Restrictions, as described in sub-section (a) hereof.
- (c) Mergers. Upon a merger or consolidation of the Association with another association as Provided in its Articles of Incorporation, its properties, rights and obligations, may by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The association shall have two classes of voting membership.

Class A. Class A shall be all those owners as defined in Article I, Section 1. (e) with the Exception of the Developers as to those Lots not occupied by the Developers as their Domicile. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1 of this Article. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developers as to those Lots not occupied by the Developers as their domicile. The Class B member shall be entitled to one vote for each Lot in which they the interest required for membership in Section 1.

Any owner or the Developer shall have the right to vote by proxy or in person, provided that where such vote is by proxy such proxy shall be in writing signed by the owner and delivered to the Secretary of the Association at the meeting for which such proxy is to be exercised.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developers may retain the legal title to the Common Properties until such time as they have completed improvements thereon and until such time, as in the opinion of the Developers, the Association is able to maintain the same but, notwithstanding any provision herein the Developers hereby covenant, for themselves, their heirs and assigns, that they shall convey the Common Properties to the Association, not later than January 1, 1975 or when the Class A votes equal the Class B votes, whichever is the earlier; and in the meantime the Developers shall lease the said common properties to the Association giving it full control of the

premises, the rent thereof to equal the local real estate tax for each year thereof. Such conveyance shall contain the restriction running in favor of the properties that no building other than a club house for the use of members shall ever be erected upon the premises.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developers and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of the Association, as provided in its Article and By-laws, to suspect the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge its Members reasonable admission and other fees for the use of the Common Properties; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class if membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot within the properties by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; (2) special assessments for capital improvements, such assessment to be fixed, established, and collection from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as

hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding the foregoing; the Developers shall not be required to pay any such annual or special assessments nor shall any owner be required to pay any such annual or special assessments for any calendar year during which no partially or fully completed dwelling exists on such lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1970, the annual assessment shall not be more than \$50.00 per Lot. From and after January 1, 1970, the maximum annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, not to exceed three (3) times the annual assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3, hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to

all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further than the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and % hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and

assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner of the Developers.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his person obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property or both, and there shall be added to the amount of such assessment the costs of such proceedings and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure sale under a power of sale contained in such mortgage, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment, such liability and lien always being subordinate to any subsequent first mortgage.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and

accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article 1., Section 1, hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Massachusetts upon the terms and to the extent of such legal exemption, and (d) all land owned by the Developers and not occupied by them as their domicile.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI USE RESTRICTIONS

The Restrictive Covenants to which we and each of us do make and declare the said Lots within the existing property to be subject, such restrictive covenants to bind each and every Lot within the existing property and to run in favor of each and every other such Lot within the said existing property;

1. Land Use and Building Type: No lot shall be used except for residential purposes and purposes accessory thereto. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage. No building shall be erected or maintained on any Lot closer to the street line than the main structure thereon.
2. Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than nine hundred twenty-four (924) square feet for a one-story dwelling nor less than seven hundred twenty (720) square feet for a dwelling of one and one-half stories or more.
3. Building Location. No building shall be located on any lot nearer than thirty feet (30) from the front lot line, nor nearer than twenty (20) feet from any side street line. For the purpose of determining the aforesaid setback from the front lot line, eaves, steps and open porches shall not be considered as part of a building. In no event, however, shall any structure or construction of any kind, except a fence, be set upon any lot nearer than ten (10) feet to any lot line. Any area larger than one lot may be set off for the building of a dwelling thereon, in which case the area so set off shall be treated as a single lot.
4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack or garage shall be used on any lot at any time as a residence either temporarily or permanently and no house trailer shall be stored or kept on any lot.

6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
7. Vehicles. No vehicle other than those designed or used primarily for the transportation of eight (8) or less human beings shall be stored or parked on any lot. For the purposes of this paragraph, panel trucks and pickup trucks of not more than three-quarter (3/4) ton capability shall be deemed to be designed and used primarily for the transportation of human beings, provided that not more than one (1) such truck shall be parked or stored upon any lot at a given time. Nothing in this paragraph shall be construed as prohibiting the temporary presence of delivery trucks, moving vans, and the like upon any lot while actually making a pickup or delivery thereon.
8. Storage. Only such property as may be used in a manner accessory to the dwelling uses shall be stored upon any lot, but none other. No fuel oil storage tank shall be maintained outside any buildings unless the same shall be buried. No garbage can shall be kept on a lot outside of any building unless the same shall be maintained out of view in a receptacle approved by the Architectural Committee.
9. Sale of Wares. No lot shall be used for the public display nor sale of goods, wares, or merchandise of any kind, including those made upon the premises. Nothing in this paragraph or in these restrictions generally shall be interpreted as precluding the rendering of professional services upon any lot.
10. No tree in excess of six (6) inch diameter upon any lot shall be cut down except by the Developer or by order of the tree warden of the Town of Amherst in the performance of his official duties or approval of the Architectural Committee.
11. No signs shall be displayed upon any lot except a temporary sign not in excess of six (6) square feet in area indicating that the premises are for sale or rent or a professional sign permitted by the Amherst Zoning By-law.

ARTICLE VII ARCHITECTURAL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days

after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin this addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not apply to the Developers and Builders to whom the Developers assign this right.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (3) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of twenty (20) years each provided that in the case of each such twenty (20) year extension an instrument signed by the then Owners of at least fifty (50) per cent of restricted area including the Common Properties, agreeing to so extend said covenants and restrictions in whole or in part. Said instrument extending said restrictions may also contain an agreement to change said restrictions, provided the same shall contain the signatures of at least two-thirds (2/3) of the then Owners and provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member of Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an proceeding at law or in equity against any persons or persons violating or attempting to violate any covenant or restriction, either to restrain violating or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the Developers and the undersigned Owners have hereunto set their hands and seals respectively on the date and year first above written.

BY-LAWS ECHO HILL ASSOCIATION, INC.

**ARTICLE I
DEFINITIONS**

Section 1. “Association” shall mean and refer to the Echo Hill Association, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Massachusetts.

Section 2. “The Properties” shall mean and refer to the properties as defined in the Declaration of Covenants and Restrictions hereafter mentioned.

Section 3. “Common Properties” shall mean and refer to parks, playgrounds, swimming pools, commons, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

**ARTICLE II
LOCATION**

Section 1. The principle office of the Association shall be located at 49 South Pleasant Street, Amherst, Massachusetts.

**ARTICLE III
MEMBERSHIP**

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of and becomes a lien upon the property, against which such assessment are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded in Book _____, page _____, of the Hampshire County Registry of Deeds.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessment under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessment remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities and the personal conduct of any person thereon, as provided in Articles VII, Section 1(d), of the Declaration of Covenants and Restrictions, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 4. After January 1, 1967, no person shall be admitted to membership in this Corporation under the provisions of Article III, Section 1, of the Declaration of Covenants and Restrictions unless he has previously paid a membership fee to be set in each case by the Board of Directors.

ARTICLE IV VOTING RIGHTS

Section 1. Members shall have the voting right set forth in the aforesaid Declaration of Covenants and Restrictions.

ARTICLE V PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities provided by Article IV, Declaration of Covenants applicable to The Properties.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside thereon. Such member shall notify the Secretary in writing of the name of any such persona and of the relations of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed by a board of nine (9) directors who shall be members of the corporation. The initial board of directors shall

consist of nine (9) directors, three (3) of whom shall hold office for three (3) years; three (3) of whom shall hold office for two (2) years; and three (3) of whom shall hold office until the first annual meeting of the membership. Beginning with the first annual meeting, the members at each annual meeting shall elect three (3) directors each for a term of three (3) years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of remaining directors, any such appointed director to hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VII

ELECTION OF DIRECTORS, NOMINATING COMMITTEE, ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members of their proxies may case, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties, except that Class B members shall be entitled to vote for only one such director at each election. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association. Other nominations may be made by members from the floor at the annual meeting.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article III of the Declaration of Covenants and Restrictions.
- (b) To appoint and remove at pleasure agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the Declaration of Covenants and Restrictions.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare this office of said absent director to be vacant.

Section 2. It shall be the duty of the Board of Directions:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such s requested in writing by one-fourth (1/4) of the voting membership, as provided in Article III of the Declaration of Covenants and Restrictions.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in Article V of the Declaration of Covenants and Restrictions applicable to The Properties:
 - (1) To fix the amount of the assessment against each lot (property) for each assessment period at least thirty days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and
 - (3) To send written notice of each assessment to every owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE IX DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held on the first Monday of February immediately following the annual meeting of the membership and

on the first Monday of October at 7:30 PM, provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after no less that three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however, called and noticed or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE X OFFICERS

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and vice-president shall be members of the Board of Directors.

Section 2. The officers shall be chosen annually by majority vote of the Class A membership and each shall service until his successor has been elected and qualified.

Section 3. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 4. The vice-president shall perform all the duties of the president in his absence.

Section 5. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of al proceedings in a book to be kept for the purpose. He shall sign all certifications of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of

all members of the Association together with their addresses as registered by such members (see Article XI, Section 3)

Section 6. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice-president.

Section 7. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual budget sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first Monday of the month of February in each year, at the hour of 7:30 PM. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, the vice-president, the secretary or treasurer, or by any two or more members of the Board of Directors or upon written request of the members who have a right to vote one fourth of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepared to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VII or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of Class A membership shall

constitute a quorum for any action governed by these By-laws. Any action governed by the Declaration of Covenants and Restrictions applicable to The Properties shall require a quorum as therein provided.

ARTICLE XII PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in “The Properties.”

ARTICLE XIII BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of the members.

ARTICLE XIV CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: Echo Hill Association, Inc.

ARTICLE XV AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths (3/4) of all members present in person or by proxy, provided that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-laws, the Covenants and Restrictions shall control.

ARTICLE XVI
FISCAL YEAR

Section 1. The fiscal year of the Association shall be the calendar year.