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# HATFIELD CORNER

## Amended and Restated Declaration of Covenants, Restrictions Maintenance and Easement Agreement

### PREAMBLE

This Amended and Restated Declaration of Restrictions is made on this 6<sup>th</sup> day of July, 2017 by L.P. Audette Builders, Inc., owner of the property on Hatfield Street in Northampton, Massachusetts d/b/a Hatfield Corner of 717 Northampton Street, Holyoke, Massachusetts, (Grantor herein) and HATFIELD CORNER as the Association of Lot Owners of Hatfield Corner for the property on Hatfield Street in Northampton, Massachusetts 01060, amending and restating in its entirety the Declaration dated May 31, 2016 and recorded in the Hampshire Registry of Deeds in **Book 12286, Page 307**, as described in Exhibit A attached and incorporated herein.

It is the intention of the Grantor, in furtherance of a plan for the improvement and sale of the Property, to sell and convey all of said property subject to the covenants, conditions and restrictions (Restrictions herein) as set forth in this Declaration of Covenants, Restrictions, Maintenance and Easement Agreement (the "Declaration").

It is the purpose of this Declaration to further the development of Hatfield Corner as a four duplex building condominium in three Phases on the lots via a common driveway and as set forth in the Decision of the Northampton Planning Board dated March 11, 2016 and recorded in the Hampshire Registry of Deeds in **Book 12274, Page 68** (the "Decision") and the Plan of Land prepared for Larry Audette and approved by the Northampton Planning Board on April 11, 2016 and recorded in the Hampshire Registry in **Plan Book 236, Page 75** (the "Plan"). The provisions of this Declaration shall be understood and construed to accomplish those objectives. This Amendment and Restatement revokes in its entirety the prior Declaration, and any amendments thereto, recorded in the Hampshire Registry of Deeds in **Book 12286, Page 307** and the By-laws of Hatfield Corner Association recorded in **Book 12286, page 316**. It is the intention of the Grantor to create a Condominium of eight (8) units in three (3) phases to assume the ownership of all four lots by a Master Deed. The condominium, to be known as Hatfield Corner Condominium, shall have all of the obligations of the Declarant under the Amended and Restated Declaration and shall replace the Association of Lot Owners with the Hatfield Corner Condominium Association.

### ARTICLE I

**DEFINITIONS.** Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

**ASSOCIATION.** The "Association" shall mean the Grantee, HATFIELD CORNER, which shall be Hatfield Corner Condominium.

GRANTOR. The term "Grantor" shall mean L.P. Audette Builders, Inc., its successors or assigns.

GRANTEE. The term "Grantee" shall mean Hatfield Corner Condominium.

DECLARANT. The term "Declarant" shall mean the Grantor L.P. Audette Builders, Inc. its successors or assigns.

DRIVEWAY EASEMENT. The term "Driveway Easement" shall mean the area within the easement, shown on the Plan as "Common Driveway Easement", a portion overlaps utility and driveway easements.

LOT. The term "Lot" shall mean the four numbered parcel of the Property which is shown on the Plan as a numbered Lot, being Parcel 1R, 2R, 3R and 4R.

LOT OWNER. The term "Lot Owner" shall mean the Hatfield Corner Condominium Association.

PLAN. The term "Plan" shall mean the Plan entitled PLAN OF LAND IN NORTHAMPTON, MASSACHUSETTS dated March 30, 2016 prepared for Larry Audette and recorded with the Hampshire Registry of Deeds in **Plan Book 236, Page 75** and as it may be revised from time to time.

IMPROVEMENT. The term "Improvement" shall include buildings, outbuildings, garages, driveways, walls, stairs, decks, poles, signs, and structures of every kind and type, including fences.

SITE PLAN APPROVAL CONDITIONS. The term "Site Plan Approval Conditions" shall mean the Conditions approved by the Decision of the Northampton Planning Board, dated March 11, 2016 and recorded in the Hampshire Registry of Deeds in **Book 12274, Page 68**.

UTILITY EASEMENT. The "Utility Easement" shall that portion of the Property shown on the Plan as the Utility Easement on the Plan, a portion overlaps the common driveway and sidewalk easements.

## ARTICLE II

PROPERTY SUBJECT TO RESTRICTIONS AND EASEMENTS AND COVENANTS. The Property subject to the Declaration shall be the land shown on the Plan being Parcel 1R, 2R, 3R, 4R and the common driveway and utility easements.

## ARTICLE III

1. PERMITTED USES AND RESTRICTIONS. The Property shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the limitations and restrictions of these Covenants and the Decision.

A. Use of Common Driveway Easement. The Common Driveway is subject to easements for the benefit of the Condominium, except as limited by these Restrictions and to the right of the Declarant to grant easements for the construction and maintenance of utility lines, pipes, conduits, transformers, junction boxes, pedestals and other apparatus necessary for the servicing of said Lots. All maintenance, repairs and improvements of said Common Driveway Easement (including snow removal) shall be the obligation of the Association.

B. Utility Easement. The Utility Easement is a portion of the Common Driveway and Sidewalk Easements and overlaps those easements, as shown on the Plan. The Grantor retains the right to grant utility easements to the City or other utility service providers within the Utility Easement. The Association shall be responsible for the utilities within the Utility Easement Area.

C. Sidewalk Easement. The Association shall be responsible for the maintenance and repair of the Sidewalk Easement including snow removal.

D. The Association shall be responsible to maintain the common mailboxes and keep them accessible at all times.

E. The Association shall be responsible for the maintenance of the planted area and landscaping within the portion of the Common Driveway Easement.

## 2. RESTRICTIONS.

A. Improvements in Driveway Easement. No improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand in the Driveway Easement Area of each lot, PROVIDED, however, that the Declarant reserves to itself, its successors and assigns the right to install a common mailbox in the Driveway Easement.

B. Exceptions for Declarant. Nothing contained in the Restrictions shall be construed to prevent the erection or maintenance by Grantor, or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of the Property. However, any such structures or signs shall be removed by the Grantor upon the sale of the last condominium unit.

C. Improvements Reserved to Grantor. It being further provide, however, that the Grantor reserves to itself, its successors and assigns, the right to conduct or permit the following activities:

- (i) The construction and maintenance of the Driveway, Utility and Sidewalk Easements as shown on the Plan, together with such culverts and drainage ways as the Declarant may deem appropriate.
- (ii) The installation and maintenance of utilities to service any or all of the Lots shown on the Plan.
- (iii) The construction of all of the units in the Condominium Master Plan.

**ARTICLE IV  
DEFINITIVE SUBDIVISION APPROVAL CONDITIONS AND  
MAINTENANCE AND IMPROVEMENT REQUIREMENTS**

1. CONDITIONS. The Northampton Planning Board issued a Site Plan Approval Decision on March 11, 2016 with conditions applicable to each lot.

2. MAINTENANCE OBLIGATIONS OF THE ASSOCIATION. The Association shall maintain the stormwater facilities in compliance with a Storm Water Management Plan, prepared by the Association, and provided to the Planning Board and Department of Public Works of the City of Northampton.

A. Maintenance and Inspection schedules and procedures for storm water facilities are provided in the Stormwater Management Plan recorded in the Hampshire Registry of Deeds, **Book 12298, Page 207.**

B. The Association shall comply with the Stormwater Plan.

C. The Grantor shall be solely responsible for the maintenance and upkeep of the drainage easements, detention basin and street light fixtures until the sale of the first lot. The cost of such maintenance shall be allocated to the Association upon the sale of the first lot.

3. INITIAL CAPITAL ACCOUNT.

The Grantor shall be responsible for all maintenance and repairs of the Lot until sale of the first Unit. The cost of such maintenance shall be an expense of the Association.

**ARTICLE V  
AMENDMENTS AND REVISIONS**

1. Notwithstanding any provisions to the contrary in any Article of this Declaration, the DECLARANT reserves to itself the full power and authority to amend or revise any provision of this DECLARATION, provided it does not materially affect the Lots already sold by the Grantor.

**ARTICLE VI  
OWNERS' ASSOCIATION ANNUAL FEE, PERCENTAGE INTEREST**

1. The Association shall have the management of the property on the Plan subject to this Declaration.

2. The sole member of the Association shall be the Hatfield Corner Condominium Association.

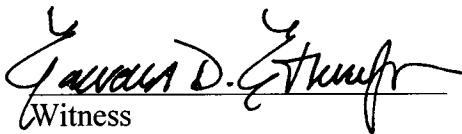
## ARTICLE VI MISCELLANEOUS PROVISIONS

A. Amendment or Repeal. These Restrictions, except for Article IV may be amended or repealed at any time by the Hatfield Corner Condominium Association by consent of two-thirds (2/3) interest of the Owners of the Lots (including one vote for each Lot owned by the Declarant). Such amendment or repeal shall not be effective until such time as it has been recorded with the Hampshire Registry of Deeds. Notwithstanding the foregoing, no such amendment or repeal will be valid the intent of which is to enable the Lot Owner(s) to further subdivide their Lots.

B. Duration. The Easements and Covenants are part of a "common scheme" as approved by the Northampton Planning Board and such Easements and Covenants shall not expire by time.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals.

L.P. AUDETTE BUILDERS, INC.

  
Witness

By:

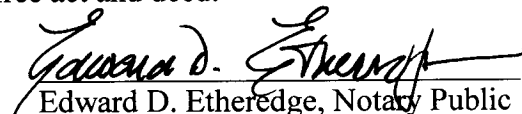
  
Lawrence P. Audette, President and  
Treasurer

## COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

On this 6th day of July, 2017, before me, the undersigned notary public, personally appeared Lawrence P. Audette, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for L.P. Audette Builders, Inc., as its free act and deed.

Edward D. Etheredge  
Notary Public  
My Commission Expires  
3/21/19

  
Edward D. Etheredge, Notary Public  
My Commission Expires: 3/21/19