

Worcester District Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
50570	EXTENSION		52423/145	06/12/2014	
Property-Street Address and/or Description					
Grantors					
PINECREST PROPERTY OWNERS ASSOCIATION INC					
Grantees					
References-Book/Pg Description Recorded Year					
16490/283 EXT 1994					
Registered Land Certificate(s)-Cert# Book/Pg					

EXTENSION OF COVENANTS AND RESTRICTIONS
RE: PINECREST SUBDIVISION
HUBBARDSTON, MASSACHUSETTS



Bk: 52423 Pg: 145
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The undersigned, owners of lots in the Pinecrest subdivision, pursuant to Sections 26, 27 and 29 of Chapter 184 of the General Laws of Massachusetts and the covenants and restrictions imposed as part of a common scheme for the Pinecrest Subdivision, hereby extend said covenants and restrictions, as modified (see "Exhibit A" attached hereto and incorporated herein by reference), for a period of twenty (20) years.

The lots in Pinecrest Subdivision are shown on the following plans:

1. The plan entitled "Wachusett Shores, Hubbardston, Mass. For American Central Co. Wellesley, Mass." dated May 23, 1964, and prepared by Landmark Engineering & Survey, Inc., 98 Chatham Street, Lynn, Mass. recorded in the Worcester District Registry of Deeds in Plan Book 282, Plan 122.
2. The plan entitled "Wachusett Shores, Section 2, Hubbardston, Mass. American Central Company, Wellesley, Mass." dated September 1964, and prepared by Landmark Engineering & Surveying, Inc., Lynn, Mass. and recorded in the Worcester District Registry of Deeds in Plan Book 292, Plan 42.
3. The plan entitled "Wachusett Shores, Section 3, Hubbardston, Mass. for American Central Company, Wellesley, Mass." dated September, 1964, and prepared by Landmark Engineering & Surveying, Inc., Lynn, Mass. and recorded in the Worcester District Registry of Deeds in Plan Book 295, Plan 83.
4. The plan entitled: Plan of Land in Hubbardston, Mass. made for American Central Company dated January, 1976 and prepared by Charles A. Perkins Co., Inc, Civil Engineers & Surveyors, Clinton, Mass. and recorded in the Worcester District Registry of Deeds in Plan Book 423, Plan 115.

Being the Restrictions recorded in Book 16490, Page 283.

Property address: Pinecrest Subdivision / Wachusett Shores, Hubbardston, MA 01452

Executed as an instrument under seal this 3rd day of JUNE, 2014

PINECREST PROPERTY OWNERS
ASSOCIATION, INC.
By Its Board of Directors

William J. Homans
William J. Homans

Gail M. Orciuch
Gail M. Orciuch

David Blad
David Blad

Eric Goodhart
Eric Goodhart


Robert J. Brooks, Jr.
Robert J. Brooks, Jr.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of June, 2014, before me, the undersigned Notary Public, personally appeared *, proved to me through satisfactory evidence of identification which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purposes.

* WILLIAM HOMANS
GAIL ORCIUCH
ROBERT BROOKS JR.
DAVID BLAD
ERIC GOODHART

Madeline Azarian 
MADELINE AZARIAN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
November 18, 2016

Notary Public:
My Commission Expires: 11-18-16

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that _____ signed it voluntarily for its stated purposes.

Notary Public:
My Commission Expires:

Exhibit "A"

PINECREST SUBDIVISION
PROPERTY RESTRICTIONS, AS MODIFIED

1. All lots in this subdivision shall be used for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain in any lot, other than one single family dwelling together with an appurtenant private garage, car shelter, boat house, and wharf or pier.
2. Any structure erected must be set back not less than 25' from front lot line and not less than 20' from any side street lot line. Side line set back shall not be less than 12'.
3. No wharf or pier may be erected without approval of the Board of Directors of the Pinecrest Property Owners Association, Inc.
4. EASEMENTS for the installation and maintenance of public utilities or drainage facilities are reserved along and within 12 feet of all side lot lines and 12 feet on all rear lines and 15 feet on all front lot lines in this subdivision. Such other Easements are hereby reserved to enter upon the premises as may be necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above ground.
5. No animals, birds, fowl or poultry, except common household pets, shall be kept at anytime upon any lot or lots in said subdivision.
6. In order to maintain and improve the Wachusett Shores and Pinecrest areas, and particularly the recreational areas and park, and to pay the administrative costs, labor and materials used for such purposes, the owner of each lot shall, on the first day of May in each year commencing on the first day of May 2014, pay a fee to be determined annually, to Pinecrest Property Owners Association, Inc., its designated successors and assigns, for such purposes. Annual payments shall be a lien on each lot and if not paid by June 15 of each calendar year, the Pinecrest Property Owners Association, Inc., or its designated successors or assigns, may enforce said lien as provided by law for sales under mortgages or as provided by Section 5 of Chapter 254 of the General Laws of Massachusetts, as the lienor shall elect. If two or more lots are held as one tract and used in conjunction with a single dwelling the annual payment provided herein shall not exceed the levied fee total, but the lien of said annual payment shall extend to all of said lots, and in the event said tract shall again be subdivided and a buildable lot shall be sold therefrom, then the purchaser thereof by accepting a contract or deed for said lot shall thereupon become liable for a like annual levied fee which shall be a lien on said lot and enforceable under the same conditions as above provided.
7. Any reasonable change, modification or addition to the within restrictions shall be considered by the Pinecrest Property Owners Association, Inc. and if so approved, they

will then be submitted in writing to the abutting lot owners and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

8. These covenants are imposed as part of a common scheme, shall run with the land and shall be binding on all parties claiming under them extended for successive periods of 20 years, as provided in Sections 26, 27, and 29 of Chapter 184 of the General Laws of Massachusetts.

These restrictions are imposed for the benefit of the owners of all land in the Town of Hubbardston owned by American Central Company on July 1, 1964, by whomsoever subsequently owned.

Invalidation of any one of these covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.