

# **RULES AND REGULATIONS**

## **HAMMOND ACRES CLUB, INCORPORATED**

*Revised October 1, 2020*

Hammond Acres Club Incorporated (hereafter "Club") in Goshen, MA, is a private membership club. It has been formed for the mutual benefit of its members and to protect the Club community from commercial exploitation. Your compliance with the following rules and regulations will help us maintain the type of club and facilities which you can be proud of and enjoy.

### **1. DUES**

Annual dues, in accordance with Club by-laws, shall be payable on May 1 of each year and shall be cumulative. The amount shall be set from time to time by vote of the Board of Directors and advance notice shall be given to all members by a bill mailed or emailed in January of each year.

The payment of regular dues and special dues/assessments is required for each dwelling. A member owning an unimproved lot or lots shall also pay one regular dues annually and any special dues/assessments, but not if that member already pays those amounts for at least one dwelling.

Failure of any member to timely pay his/her current or accumulated dues shall result in the automatic suspension of his/her privilege to use the recreational and social facilities of the Club, its property, Hammond Lake, and the shore around it for any purpose whatsoever, including boating, swimming, fishing, skating, hiking, etc.

### **2. INITIATION FEE**

There shall be an initiation fee of \$250.00 for each new member household of the Club. This fee shall be payable by cash or check at the time application for membership in the Club is made. In the event that the application is not approved by the Club, the fee paid shall be promptly refunded.

#### **Exceptions:**

a. No initiation fee shall be required if property is deeded to a member of the immediate family (husband, wife, son, daughter, mother, father, brother, sister, domestic partner, grandchild) or to the member's family trust.

b. If an additional dwelling or lot is acquired, no additional initiation fee shall be required from a member who is up to date regarding dues; however, the payment of regular and special dues/assessments is required for each dwelling.

### **3. MEMBERSHIP REINSTATEMENT AFTER TERMINATION FOR NON-PAYMENT**

Reinstatement should ordinarily be upon payment of all unpaid dues (regular and special/assessment) and fees, together with a 12% penalty amount. Exceptions will be left in the sound discretion of the Board upon a showing of need for time extension or other special circumstances, which should then be briefly summarized in writing and kept on file with the Clerk to ensure consistency in future similar cases.

#### **4. GUEST PRIVILEGES**

Club members are entitled to use, and to invite guests to use, the facilities of the Club. Guests must, however, be accompanied by the sponsoring club member or have in their possession the member's Beach Pass, which shall serve as authorization from the member. *In order to protect our lake from invasive species, all guest boats are strictly prohibited.*

The number of guests at any one time should ordinarily not exceed 12, and in any event is limited to a reasonable number. This limitation is not intended to curtail the privileges of the member, but rather to prevent members from commercializing their property. Club members are responsible for the actions of their guests.

#### **5. RECREATION HALL ("THE BARN")**

The recreation hall (hereafter called "the Barn") is available to members of the club for their meetings, celebrations, dancing, and parties. Groups using the Barn are responsible for its clean-up and maintenance.

The Barn may be reserved by members for private functions. The Club maintains a written policy regarding Barn use, which is incorporated by this reference and includes a user fee. This policy is subject to change without notice.

Contact information for the Barn Coordinator and the Barn policy documents are available at the Club website, [www.hammondacres.org](http://www.hammondacres.org).

#### **6. RENTAL OF DWELLINGS**

Subject to the limitations of the following paragraphs, members may rent their dwellings, but shall be responsible for the actions of their tenants and provide them with a copy of the Club's Rental Rules. Rentals generally result in heavier use of club facilities by people without a stake in our community. **Commercial exploitation of the Club and/or its facilities is prohibited.** Our lake and Club are maintained for the enjoyment of our members and their guests, *not* for absentee owners, short-term transients, or property owners who are not members in good standing of the Club. Accordingly, the following rules shall apply to all "Short-term Rentals" as defined in Mass G.L. c. 64G as *all rentals of 31 consecutive days or less*:

a. All members who intend to do any Short-term Rentals during the calendar year shall **register** by emailing or writing the Club treasurer (addresses at [hammondacres.org](http://hammondacres.org)) at least two weeks before the first such rental, stating that intention

along with the member's name, local property address, mailing address, telephone number, email address and rental platforms (e.g., Air B&B, VRBO, etc.), including any other forms of advertising. Thereafter, the member shall **notify** by emailing or writing the Club treasurer immediately after *each* Short-term rental, stating the address of the rental property, the number of days in the rental, and the total rental days to date for that property during the calendar year.

b. A Short-term Rental Fee of \$100 *per rental* payable by check to "Hammond Acres Club, Inc.," shall be paid to the Club treasurer by all members who rent any part of their property *unless* the member's Short-Term rental days total 14 days or less. This fee shall be reduced by 50% for members who:

- 1) do not advertise on a platform or in any other form, AND
- 2) live at Hammond Acres during the entire period of the rental.

c. The Short-term Rental Fee shall be due as soon as the member's combined Short-Term rentals surpass 14 days in a calendar year, and thereafter within one week after each Short-term rental.

d. **To prevent commercial exploitation of our Club and its facilities, Short-term rentals are strictly limited to a total of 50 days per calendar year.** Any member who violates this limit shall pay a Penalty of \$500 for the first such violation and \$1,000 for each subsequent violation. This Penalty policy shall also apply to any member who fails to register or provide notification as set forth above in Rule 6a.

e. Any unpaid Fees or Penalties shall be added to the member's annual dues and shall prevent further use of all Club facilities by the member and their tenants.

f. Since most homeowner insurance policies do not cover rental of the property, members who rent must maintain additional insurance to cover claims by tenants against the member and the Club, and shall indemnify and hold harmless the Club, its Directors and members from all losses resulting from a failure to do so or from insufficient insurance coverage.

## **7. BEACH**

The Club is not responsible for lost or damaged belongings, or for personal injury sustained while on the beach or in the water. Persons using the beach area do so at their own risk.

Members are responsible for the safety of all children accompanying them and for the behavior of their guests.

Members and their guests are required to display their assigned beach pass (available from our Clerk) in their cars or have it in their possession. Cars without a

beach pass will be issued a “Trespass Warning” and trespassers shall be subject to prosecution for further violations.

## **8. BEACH RULES**

- a. There is no lifeguard – Swim at your own risk.
- b. Use of the beach is limited to daylight hours only.
- c. No diving from the pier or dam.
- d. No fishing from the beach, pier or beachside half of the dam.
- e. No fires, glass containers, ball playing, smoking, or pets on the beach.
- f. No bathing with soap.
- g. No boats in the swimming area.
- h. Life jackets are required for all non-swimmers.
- i. Close the beach umbrellas at the picnic tables after use or in high winds.
- j. Carry out what you carry in, including all garbage.
- k. Children 12 years of age or under must be supervised by an adult and swim within the buoy-marked area.
- l. Only 6 people on the raft at one time. Do not swim under the raft.
- m. Guests must be accompanied by a member or have the member’s beach pass.
- n. Life preserver rings are for emergency use ONLY

## **9. CHILDREN’S PLAY AREA**

The children’s play area is intended for children, who must be supervised by an adult. Swings and a merry-go-round are provided. Members and their guests are responsible for the safety of all children accompanying them in this area.

## **10. WATERFRONT LOTS**

Club members who own waterfront lots have exclusive use and access to the Club land between their lot and the waters of the lake, so long as they are members in good standing (see “Dues”). The exclusive use of this land shall be for the Club member whose lot abuts it and his/her family and guests.

In accordance with Massachusetts law, members who own waterfront lots may not alter the shoreline, cut down trees, or put their own private beach in front of their lot unless approved by the Goshen Conservation Commission.

Before constructing a private dock or a raft in front of their lot, members must also obtain approval of its dimensions, location, and materials from the Board of Directors.

Pesticide and fertilizer use is strongly discouraged because of their negative impact on the lake.

## **11. WASTE DISPOSAL**

Per order of the Goshen Board of Health, no garbage, rubbish, tree trimmings, or other waste will be dumped on Club property or into Hammond Lake. The Goshen town dump is available for your use.

## **12. FIREARMS**

Hunting on Club property is prohibited. No guns, including air and BB guns, may be discharged over the lake, roads, or any other Club property.

## **13. TENTS, TRAILERS AND OUTHOUSES**

No tents or trailers are permitted to function as dwellings anywhere in Hammond Acres.

Outhouses are prohibited throughout Hammond Acres except for Barn area functions pursuant to the Barn policy.

## **14. GOLF COURSE RULES**

- a. Positively no driving from the greens.
- b. Only flat-soled shoes are allowed on the course.
- c. No glass containers are allowed on the course.
- d. Children 14 and under must be accompanied by an adult.
- e. Replace all divots.
- f. Replace flag sticks.

## **15. LEASH LAW ON DOGS**

No dog shall be permitted to roam at large on the property of the Club. All dogs shall be confined upon the premises of the owner or keeper, or kept on a leash. Violations should be reported to the Goshen Animal Control Officer.

It is the member's responsibility to pick up after their dogs.

## **16. RULES ON OTHER USES OF CLUB PROPERTY AND FACILITIES**

a. Members, their families and guests using any of the facilities of Hammond Acres do so at their own risk.

b. All boats shall prominently display Club stickers. Only boats owned by members and that are kept free of invasive species are allowed in our lake. If used in any other body of water, WASH your boat with one of the following methods and allow it to thoroughly dry before entry into our lake:

\*Steam or Scalding Hot Wash (>140 degrees) OR

\*Chlorine/bleach Solution (1 oz. per gal. water) OR

\*Lysol or Vinegar (as sold)

c. Members may launch their boats at Club designated access points around the lake.

d. Drones, and remote-controlled boats & planes are not allowed on Club property without prior approval from the Board of Directors.

e. No fuel powered boats, vessels or vehicles, including snowmobiles, are allowed on Hammond Lake. Rechargeable electric motors are limited to 3 horsepower.

f. In accordance with Massachusetts law,\* off-road recreational vehicles (ATV's, Go-Karts, snowmobiles, etc.) are prohibited. Violations should be reported to the Massachusetts Dept. of Environmental Police, 1-800-632-8075.

\* Massachusetts General Law (MGL) Chapter 90B (Sections 20-35) and 323 Code of Massachusetts Regulations (CMR) 3.00.

## **17. NOISE, NUISANCE AND DISPUTE RESOLUTION**

Members are expected to respect the right of their neighbors to enjoy their property by day and their sleep at night without the interference of unreasonable levels of noise or other nuisances. "Quiet Hours" shall be in effect between 11 PM and 8 AM.

Disputes about these or other matters which the parties are not able to resolve directly and which affect good relations within our community may be brought to the attention of the Board of Directors, which may request a director and/or other member to attempt mediation of the dispute or advise referral to the proper authorities.

## **18. RULES APPLICATION**

All provisions of these Rules and Regulations, including amendments thereto, apply on a year-round basis and apply equally to member, guest of a member, and renter of a member's property.

## **19. RULES VIOLATORS**

Repeated violations of any of the Rules and Regulations of the Club may result in the suspension of privileges for the violator, member of his/her family and guests.

## **20. CHANGE OF RULES BY MEMBERSHIP**

Rules considered by any member to be unreasonable or unfair shall, by at least 30 days advance written notice (including reasons) to the Board, be put to a vote at the Annual Meeting, and will be revoked or modified by a 2/3 vote in favor of revocation.

*Gerald Glasser*

President  
Board of Directors  
Hammond Acres Club, Inc.  
Goshen, MA 01032  
Revised August 6, 2020