

LAGOON RIDGE FORM C FILING 2017

APPENDIX B

1. Lagoon Ridge Subdivision Covenants
2. Vineyard Hills Homeowners Association Letter to Oak Bluffs Planning Board
3. Vineyard Hills Covenants - Book 1124, Page 497
4. Vineyard Hills Covenants Amendment - Book 1337, Page 497
5. "Vineyard Hills" Plan 1981 - Oak Bluffs Case File No. 119

**DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENT  
FOR LAGOON RIDGE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned LAGOON RIDGE LLC, a Massachusetts limited liability company (the “Declarant”), owner of a certain parcel of land in Oak Bluffs, County of Dukes County, Massachusetts, as described in a deed from David A. Danielson, Trustee, dated September 23, 2014 and recorded with Dukes County Registry of Deeds in Book 1361, Page 397 and shown on a plan entitled:

"Plan of Land in Oak Bluffs, Massachusetts Surveyed for Lagoon Ridge  
April 13, 2017 Scale 1 in. = 100 ft.

Designed by Kristen Reimann Landscape Architect  
P.O. Box 2091 Vineyard Haven, MA 02568 508-696-4590  
Gregory Marcella P.L.S.

P.O. Box 6 Oak Bluffs, MA 02557 774-521-5400 [mvsurveyors@gmail.com](mailto:mvsurveyors@gmail.com)"

to be recorded herewith in the Dukes County Registry of Deeds, in consideration of the premises and the covenants hereinafter set forth, declares as follows:

**I. STATEMENT OF PURPOSES**

It is the intent of Lagoon Ridge LLC to ensure that the structures and activities of man shall enhance the open, natural, and scenic features of the above-described land; to maintain open spaces; to preserve the rural character of the landscape; to provide for the proper use, management and maintenance of the roads, trails, common lands and structures on the above-described property; to foster the creation of a harmonious and vibrant community; to ensure that structures are energy-efficient and sustainable; to preserve and protect the waters of Lagoon Pond; and to comply with the rules, regulations, and conditions of the Town of Oak Bluffs and the Martha’s Vineyard Commission.

**II. CERTAIN DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

a. “Affordable Housing” shall mean dwelling units constructed for the purpose of providing shelter for individuals and families who qualify as eligible under Oak Bluffs rules and regulations.

b. "Architectural Review Committee" (ARC) shall mean a duly designated advisory committee of the Lagoon Ridge Association, hereinafter provided for.

c. "Association" shall mean the Lagoon Ridge Association, a Massachusetts corporation to be organized under Chapter 180 of the General Laws, the members of which shall be owners of the residential lots shown on the Plan.

d. "Cluster A" shall mean Lots No. 20 through 23, inclusive, as shown on the Plan; "Cluster B" shall mean Lots No. 1 through 4, inclusive, as shown on the Plan; and "Cluster C" shall mean Lots No. 5 through 19, inclusive, as shown on the Plan.

e. "Declaration" shall mean this declaration of protective covenants.

f. "Development Envelope" shall mean an area in square feet specifically designated on each residential lot shown on the Plan. All residential and appurtenant structures, as well as improved driveways and vehicular parking areas, lawns and landscaped areas, shall be contained within the boundaries of the Development Envelope.

g. "Energy Efficiency Requirements" are defined by the use of sustainable building practices and materials to the extent possible, high SGHC windows with passive solar orientation in year-round homes, mainly N/S orientation of Development Envelopes, and practices that comply with the Commonwealth's stretch energy code (780 C.M.R. 115.AA).

h. "Invasive Plant Species" shall mean non-native plants, trees and shrubs as listed on the Polly Hill Arboretum/Martha's Vineyard Commission list thereof as well as any plants from time to time identified on the "Massachusetts Prohibited Plant List" established by the Division of Crop and Pest Services of the Department of Agricultural Resources.

i. "Lagoon Ridge" shall mean the residential subdivision and land shown on the Plan.

j. "Lagoon Ridge East" shall mean and refers specifically to the lots within Lagoon Ridge in Cluster A on Sage's Way, accessed through the Vineyard Hills subdivision known as "Pondview" (see the plans recorded as Oak Bluffs Case File Nos. 119, 135 and 212), and subject to the provisions of an Agreement between the Declarant and Vineyard Hills Homeowner's Association, Inc.

k. "Landscaping Guidelines and Restrictions" provide guidance for the extent and types of allowable planting and cutting on private and common land within Lagoon Ridge to reduce ecological disturbance and protect the natural environment.

l. "Limits of Work" shall mean the outside limits that may be disturbed during road construction, installation of pipes, wires, and appurtenant structures, or construction of homes and accessory buildings.

m. "Lot" or "Parcel" shall mean and refer to any lot of land shown on the Plan.

n. "Nitrogen Reducing Septic Systems" are individual Title V systems that meet the requirements established by the Martha's Vineyard Commission, designed to reduce nitrogen effluent entering the groundwater to 19 mg/liter or less for those lots which are not connected to the Shared System.

o. "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 on the property, but shall not refer to a mortgagee having a mortgage secured by any lot unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure.

p. "Plan" shall mean the plan of land entitled: "Plan of Land in Oak Bluffs, Massachusetts Surveyed for Lagoon Ridge April 13, 2017 Scale 1 in. = 100 ft. Designed by Kristen Reimann Landscape Architect P.O. Box 2091 Vineyard Haven, MA 02568 508-696-4590 Gregory Marcella P.L.S. P.O. Box 6 Oak Bluffs, MA 02557 774-521-5400 mvsurveyors@gmail.com."

q. "Senior Housing" shall mean dwelling units constructed for the purpose of providing accessible and adapted shelter for individuals and families who qualify as eligible for "over-55" housing under Oak Bluffs rules and regulations.

r. "Shared System" is the Subsurface Sewage Disposal System as defined by 310 CMR 15.002 to be installed in the area shown as "proposed septic area per Engineers plan" on the Plan in the area north of the terminus of Double Ox Road for the common use of certain residential lots and regulated by 310 CMR 15.290 through 15.293.

s. "Sustainable Building Practices" shall mean the use of design principles and materials to reduce waste and conserve energy, thus lowering the carbon footprint of this development.

t. "Symbolic Fencing" shall mean a readily visible designation of the Limits of Work marked with string, plastic tape, or spray paint.

u. "Universal Design Standards" shall mean the developing standards for homes designed for "aging in place" based upon extensions and adaptations of the architectural barrier requirements of the Americans with Disabilities Act.

v. "Way" shall mean the private ways shown on the Plan, which are "Double Ox Road," Hope's Way," and Sage's Way."

### III. PROTECTIVE COVENANTS

a. Applicability. This Declaration and these covenants shall be binding on the Declarant, its successors in interest and assigns, including all Owners. The covenants imposed herein shall run in perpetuity with the land shown on the Plan. The covenants shall operate as restrictions upon said land and shall be for the mutual benefit of the owners of the lots shown on the Plan. A duly executed copy hereof shall be recorded with the Plan.

b. The Association. Upon the sale or transfer by the Declarant of all of the residential lots shown on the Plan, there shall be created the "Lagoon Ridge Association" the members of which shall be all the owners of residential lots in Lagoon Ridge. The Association thereafter may be organized as a Massachusetts corporation, in which event it shall govern its

affairs as provided in its Articles of Organization and Bylaws and be empowered to make assessments for improvements and attend to other matters of mutual interest. Unless otherwise herein provided, the Association shall act on a majority vote of its members, with each lot or, in the case of duplex dwellings on a lot, each dwelling unit, having one vote. In order to protect the rights of all Owners, including those not able to be present when meetings occur, remote participation in Association meetings by electronic means such as Skype shall be allowed. Until such time as the Association is established, the Declarant shall perform all activities required or allowed to be performed by the Association as herein provided.

c. Assessments and Lien for Non-payment. The Declarant hereby covenants for each Lot owned by it, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual or bi-annual assessments or charges and (2) special assessments for capital improvements, which shall require a 2/3 affirmative vote of the Association (except in the case of such critical improvements as may be necessary to ensure access to the land shown on the Plan), such assessments to be fixed, established and collected from time to time as hereinafter provided. Such assessments shall include annual or bi-annual charges to applicable lot owners for the Shared System as further provided hereafter in Section IV.c. All of the annual, bi-annual, and special assessments, together with such interest thereon and costs of collection thereof shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such assessment is made by the Association. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

d. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and visitors to the Property and, in particular, for the maintenance and operation of the Shared System and improvement and maintenance related to the use and enjoyment of the roads and those portions of the subdivision used for common purposes, including, but not limited to, the payment of taxes and liability insurance thereon, maintenance of the roads, paths, and equipment, and for the cost of labor, equipment, materials, and the management and supervision thereof. Taxes and other costs related to any parcel of non-residential land not held in common by the Association shall be the responsibility only of those lot owners having an interest in the said non-residential lot. The owners of lots in Cluster A (Lagoon Ridge East) shall be obligated to pay for any assessment for the repair and maintenance of "Sage's Way." The owners of Lots in Cluster B and Cluster C shall be obligated to pay for any assessment for the repair and maintenance of "Double Ox Road" and "Hope's Way."

e. Amount and Time of Payment of Annual Assessments. The amount of each annual assessment and the time at which the same shall be payable shall be determined by the Association. Provision for reduced or delayed payments without assessed interest charges for residents of the community in ill health or temporarily in need shall be considered by the officers of the Association if requested.

f. Certificate of No Lien. The Association shall, upon demand, at any time furnish to any owner a certificate in form recordable in the Registry of Deeds, setting forth the amount and due date of said assessment and whether the same has been paid. Such certificate may be signed by an officer designated by the Association, and the signature of such shall be conclusive of their authority, and shall be conclusive evidence of payment of any assessment therein stated to have been paid and, except to the extent disputed by such Owner, of the amount of any assessment therein stated to be unpaid.

g. Effect of Non-payment of Assessment: The Personal Obligation; The Lien; Remedies of Association. If any assessment is not paid on the date when due, determined as aforesaid and in accordance with any Articles of Organization or Bylaws of the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Lot with respect to which the assessment was levied which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, and personal representatives and assigns. Said assessment shall also be the personal obligation of the Owner.

If the assessment is not paid within ninety (90) days after the date upon which the same shall be payable, the assessment shall bear interest from such date at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner liable therefore, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; 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.

h. Review by Architectural Review Committee. No building, fence, wall or other structure or improvement of any kind or nature, with the exception of symbolic fencing, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until forty-five (45) days after the plans and specifications have been submitted for review, and received and acknowledged in writing by the Architectural Review Committee (ARC). Said plans shall show the nature, kind, shape, height, materials, and location of all structures, as well as plans for landscaping (restricted to no more than 10% of a Development Envelope to be landscaped or used for lawns), the cutting and clearing of vegetation, and the location of driveways, parking, storage and recreation areas. Maintenance of established improvements or minor changes to existing landscaping shall not require further review. The Declarant shall constitute the Architectural Review Committee (ARC) until such time as the Association is formed.

i. ARC Review Guidelines. In making its determinations, the ARC shall consider the purposes of these covenants, particularly the preservation of land in its natural state to the maximum extent possible, and to the extent land is developed, that such development be done in a manner which accents, and blends into, the desired rural environment. Promoting energy conservation and production through designing efficient buildings, utilizing local sustainable and renewable building materials, application of the stretch energy code, achieving a Home Energy Rating System (HERS) rating of 50, and similar measures, solar orientation and appropriate

fenestration shall be included in the ARC reviews. The ARC may, from time to time, issue rules and regulations concerning same.

j. Automatic Approvals and Certificates of Approval. In the event the ARC shall fail to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been received and acknowledged in writing by the ARC, such plans and specifications shall be deemed to have been approved. The ARC, on request, shall furnish a Certificate of Approval, recordable in form, to any owner whose plans have been approved and who has built in conformity with such plans.

k. Owner's Duty to Maintain. Every Lot and any structure thereon shall be maintained in a neat and sightly condition with respect to adjacent lots and ways. The Association shall have the right to correct conditions of neglect or disrepair on a Lot or structure thereon, and to take any reasonable action which it deems necessary in order to preserve the neat and sightly appearance of a Lot or any structure thereon, if the owner of such Lot has failed to correct the same within ninety (90) days after delivery to him of written notice by the Association of the existence of such condition. If at any time the association exercises such right, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the owner of such Lot as a result of any entry upon such Lot.

l. Use of Residential Lots.

(1) Each residential lot in Cluster A and Cluster B has a maximum allowable Development Envelope shown in square feet on the Plan. Selection of the building site and the subsequent location of the boundary of the Development Envelope must be determined and established by the Owner before any construction is permitted. The Owner shall prepare a plan of the Development Envelope and record the same with the Dukes County Registry of Deeds and install bounds at the relevant corners of the Development Envelope. A copy of such plan shall be provided to the Association. Once established, bounded, and recorded a Development Envelope may be modified only with the approval of the Association subject to requirements of law. Lots in Cluster C are free from such requirements, and the entire lot, with the exception of required set-backs for all structures from lot lines of five (5) feet, is otherwise the Development Envelope.

(2) The Development Envelopes shall contain the house, accessory buildings, lawn, driveway, parking and landscaped areas and are intended to decrease the area of natural native vegetation disturbed. The area encompassed therein shall not be increased in size, and no more than 10% of a Development Envelope may be landscaped or used for lawns.

(3) Except as hereinafter provided or shown on the Plan, the Residential Lots in this subdivision shall be used for single family residential purposes only (including accessory uses allowed by zoning), unless the Association specifically approves some other use which may be permissible under law. It is the intent of this Declaration that no additional buildable lots will be created, provided however, that the foregoing provisions shall not be deemed to prohibit any re-subdivision of the land shown on the Plan which

(a) adjusts lot lines between any lots, or (b) provides for the relocation of a residential lot, without increasing the size or number of residential lots or building sites shown on the Plan, or (c) is for the purpose of adding land to a non-residential lot by decreasing the acreage of a residential lot.

(4) No building shall be constructed upon any Lot except in the designated Development Envelope. Agricultural sheds, garages and other accessory buildings may be physically separate from the residential building but shall be constructed or maintained only within the Development Envelope.

(5) Areas outside of Development Envelopes must be protected from disturbance during construction, and the limits of work shall be clearly demarcated by symbolic fencing that is maintained throughout the period of construction. These areas may be maintained in character with the surrounding land as woodland, grassland or meadow (maintained by occasional mowing) to establish or maintain vistas and provide fire protection. These areas may include subsurface improvements that are appurtenant to the development such as wells, and water pipelines, but may not include septic systems. Agricultural and passive recreational uses may also be allowed outside of the designated Development Envelope subject to requirements of law, these covenants and applicable deed restrictions.

(6) For the lots in Cluster A (known as the Lagoon Ridge East lots) and lots in Cluster B a minimum of twenty-five (25) feet is established as a required setback between Development Envelopes and neighboring properties, whether within Lagoon Ridge or on an abutting parcel. Plantings of trees and shrubs within such buffer zones is encouraged and restricted to non-invasive species as defined above.

(7) Height of structures on all lots shall be subject to the Oak Bluffs Zoning By-laws and the Building Code. In no event shall a structure on a lot, except chimneys and antennae servicing living units, exceed thirty-two (32) feet in height measured from the mean of the contiguous, adjacent ground level.

(8) No more than three (3) motor vehicle parking spaces per residential unit shall be allowed on any lot unless screened from any point outside the boundaries of the lot. This provision shall not be construed to prohibit occasional visitors from parking on lots for brief periods of time (e.g. during social events). Parking areas shall be unpaved and permeable unless paving is required to accommodate senior residents or to comply with the law including the Americans with Disabilities Act.

(9) No unregistered vehicles, equipment or material shall be placed or stored on any lot except:

(a) Equipment or material for use in connection with the construction or maintenance of a living unit or amenities appurtenant thereto and permitted hereunder upon a lot, except that construction materials and/or vehicles shall not be stored on a lot for longer than eighteen (18) months at a time;

(b) Unregistered vehicles, equipment and materials not visible from any point outside the boundaries of the Lot; and

(c) Equipment and machinery which is part of an ongoing residential business permitted by right under the Oak Bluffs By-law including farming activities.

(10) Unless permitted by zoning rules that allow for their use, no mobile home, either with or without wheels, shall be permitted upon any lot except for the temporary installation on a lot in connection with a construction project and the said trailers shall not be kept on the lot for longer than eighteen (18) months at a time.

(11) In order to preserve dark skies to foster visibility of the stars and assist in the survival of rare moths:

(a) no exterior lighting or lamp, whether attached to any structure or maintained within the Development Envelope, shall shine in a direction higher than 45 degrees above grade;

(b) all outdoor lamps or lights shall be shielded and placed or mounted so that no lamp or light is higher than eight feet above the mean vertical grade;

(c) the use of low wattage, energy efficient bulbs is encouraged, and no single exterior light fixture shall have a rating of more than 75 watts. Sodium/mercury vapor or metal halide lamps or lights are expressly prohibited;

(d) where possible, exterior lighting shall employ fixtures of a type, height, location, brightness and direction that such light sources are not exposed to normal view from adjoining properties and shall be either motion sensitive or on timers to ensure that they are turned off when not necessary;

(e) exterior lighting shall not be used to highlight the facade of any structure or trees and plantings unless such lighting is required by the Americans with Disabilities Act or the Massachusetts Building Code (780 C.M.R. 1313); and

(f) there shall be no street lights.

(12) Except as authorized by the Association, no signs shall be permitted on any lot with the exception of political campaign signs except for one sign not over 1 and 1/2 square feet in area indicating, at the Owner's option, the owner's name, occupation and/or the name and street address of the lot.

(13) All garbage, trash and rubbish placed outdoors shall be kept in covered containers protected from animals and screened from view from outside the boundaries of the lot.

(14) Stands and groves of pitch pine may provide habitat for the threatened Imperial Moth and Owners are encouraged, though not required, to selectively protect and preserve these trees.

(15) Wastewater Disposal and Treatment: All structures on all building sites shown on the Plan are required to install or be connected to either nitrogen reducing septic systems that meet required metrics to protect Lagoon Pond from further eutrofication, in the case of those lots in Cluster A (Lagoon Ridge East), or the Shared System, in the case of lots in Cluster B and Cluster C. Any specific contract and/or maintenance manual designed to accomplish these purposes and approved by the Oak Bluffs Health Department must be signed by each Lot Owner as a prior condition for any building proposal to be accepted for review by the ARC.

(16) The following prohibited uses are imposed upon the Lots in Cluster A:

(a) underground fuel tanks;

(b) chemical treatment of septic systems; and

(c) outside storage of road salt, fertilizers, herbicides and pesticides.

m. Senior Housing. In Cluster C at least six (6) dwelling units will be built specifically for older, “over-55” residents. These homes will incorporate design elements based on universal-design principles adapted for persons with mobility limitations and are for “aging in place.” Guidance from the MVC and Town of Oak Bluffs for maintaining these homes to be used by age-qualified buyers over time will be forthcoming and is hereby incorporated into these covenants. The ARC will be responsible for reviewing the plans for dwellings designated as senior housing in Lagoon Ridge with reference to said requirements once they are established by local authorities.

n. Use of Common Lands and Non-Residential Lots. Any lands shown on the the Plan as common lands or “Open Space”, or hereafter added to these areas, shall be managed by the Association for passive recreation and such other purposes as shall comply with requirements of law. Any structures to be built appurtenant to said uses shall require an affirmative vote of the Association. Any significant changes to vegetation patterns on the common lands shall require an affirmative vote of the Association, shall specifically exclude invasive plant species and shall comply with all other requirements of law.

o. Specific Prohibitions.

(1) Use of pesticides, herbicides and fertilizers shall be prohibited except as part of ongoing agricultural activities, or to control invasive or noxious vegetation such as poison ivy, all subject to municipal regulations and any other legal requirements. Any fertilizers containing nitrogen compounds must be formulated as slow-release products, used in their minimally-effective concentrations, and applied in accordance with all pertinent local ordinances.

(2) No activity will be undertaken which will disturb any known or suspected archaeological site on the property. Any newly discovered site shall be protected by immediately stopping excavation and all work that would disturb the site and promptly notifying the the Massachusetts Historic Commission and other appropriate authorities.

(3) To limit offensive construction noise, exterior construction and the use of heavy equipment shall be restricted to the hours of 7:00 a.m. to 7:00 p.m. throughout the Lagoon Ridge subdivision.

p. A fifty (50) foot wide no cut zone is hereby established along the Bar Trail Road and measured from the centerline thereof, all as shown on the Plan.

#### IV. ACCESS EASEMENTS

##### a. Easements for Ways.

(1) Each Lot shown on the Plan shall have the benefit of an appurtenant perpetual right and easement to use the private ways shown on the Plan for passage by any means and for all purposes for which streets and ways may now or hereafter be used in the Town of Oak Bluffs. In the case of Cluster B and Cluster C (Lots 1 through 19 as shown on the Plan), such right and easement is to use “Double Ox Road” and “Hope’s Way,” both as shown on the Plan, for access to and from Barnes Road, subject to such restrictions as the Lagoon Ridge Association may from time to time impose to reasonably regulate speed and travel for the common good. In the case of Cluster A (Lots 20 through 23 as shown on the Plan), such right and easement is to use “Sage’s Way” as shown on the Plan to connect to Sage’s Way and Pondview Drive in the abutting “Pondview” subdivison for access to and from Barnes Road, subject to such restrictions as the Vineyard Hills Homeowners Association, Inc. and Lagoon Ridge Association may from time to time impose to reasonably regulate speed and travel for the common good. Except as hereinafter provided, all such ways shown on the Plan shall be maintained by the Lagoon Ridge Association in accordance with the roadway design approved by the Oak Bluffs Planning Board and Martha’s Vineyard Commission for Lagoon Ridge.

(2) (a) The fee in Double Ox Road and Hope’s Way is hereby excepted. The fee in Double Ox Road and Hope’s Way shall be conveyed to the Association after all of Lots 1 through 19 have been conveyed.

(b) The fee in Sage’s Way is hereby excepted. The fee in Sage’s Way shall be conveyed to the Vineyard Hills Homeowners Association, Inc. upon final approval of the Plan and release of any covenant pertaining to the installation of roads and utilities by the Oak Bluffs Planning Board with respect to the Plan.

b. Easements for Utilities. The Declarant reserves the right to install and maintain all public utilities in, over, under, along and upon the private ways as shown on the Plan; reserving also to the Declarant the right to grant easements to public service corporations for the installation and maintenance of such public utilities in, under and upon said private ways;

reserving also to the Declarant the title to all public utilities within said private ways. The Declarant further reserves the right for itself, its successors and assigns, (i) to grant to others such further easements, licenses and rights in the roads and ways shown on the Plan as it may deem necessary in the circumstances; and (ii) to impose for the common benefit of the Lot Owners within Lagoon Ridge easements upon any lot or lots common driveways servicing two or more lots.

c. Shared System. The Declarant shall construct a Shared System for enhanced nitrogen wastewater treatment to be located to the north of the terminus of Double Ox Road in the area shown on the Plan as “proposed septic area per Engineers plan,” which system shall be for the use and benefit of all of the Lots in Cluster B and Cluster C. The Owners of each of the Lots in Cluster B and Cluster C shall have the perpetual right and easement to connect to the lines for the Shared System to be installed in Double Ox Road and Hope’s Way for service to each of such Lots. The costs of the operation and repair and maintenance of the Shared System, whether made annually or bi-annually, shall be a common charge of the Association to be paid by and assessed to each of the Lot Owners in Cluster B and Cluster C based on a fraction of which the number of bedrooms on any one Lot is the numerator and the total number of bedrooms serviced by the Shared System is the denominator. Further provisions regarding the Shared System are set forth in a certain “Grant of Title 5 Covenant and Easement for Lagoon Ridge Subdivision as Provided by 310 CMR 15.290(2)(e)” given by the Delclarant to the Oak Bluffs Board of Health to be recorded with Dukes County Registry of Deeds.

d. Easements for Water. Reserving to the Declarant the right to grant such easements to the Oak Bluffs Water District as may be necessary for the installation of underground water main(s) in (i) Double Ox Road, Hope’s Way and Sages Way, and (ii) the “Proposed Oak Bluffs Water Company 25 ft. R.O.W. and Emergency Vehicle Path” as shown on the Plan and running from the terminus of Double Ox Road to the terminus of Sage’s Way and continuing to the abutting land of the Meadow View Property Owner’s Association. Maintaining the Emergency Vehicle Path running from the easterly terminus of Double Ox Road to the southerly terminus of Sage’s Way, all as shown on the Plan, is a continuing obligation of the Association.

e. Use of Common Areas. Residential lots and building sites in the subdivision shall have the benefit of appurtenant easements to use non-residential and common areas for such purposes as walking, horseback riding, bird-watching, bicycle riding and other similar passive recreational activities, under regulations established by vote of the Association, and in those areas designated by vote of the Association.

f. Parking Area by Barnes Road. An area within the layout of Double Ox Road at the intersection of Barnes Road shall be reserved for the purpose of establishing and maintaining a parking area for short-term use by the lot owners, their tenants and guests for mailboxes, picking up children from school busses, utilizing public transportation, carpooling and the like.

g. Bikeway Easement. Lagoon Ridge, as part of the development and review process, agreed to grant an easement to the Town of Oak Bluffs for a twenty (20) foot bikeway along Barnes Road, which is a continuing obligation of the Association.

h. Easements for Trails. There is hereby granted to the Inhabitants of the Town of Oak Bluffs the perpetual rights and easements to use for passive recreational purposes and passage by foot, horseback or by bicycle:

(1) an eight (8) foot wide easement for “Jib Stay Trail” and the “10 ft. easement” running along the comon boundary of Lot 20 and Meadow View Property Owners Association, all as shown on the Plan;

(2) a ten (10) foot wide easement for the “Bar Trail Road,” also known as the “Ancient Way,” and shown on the Plan; and

(3) to use such trail or trails as may be established by the Association within the area lying between the travelled asphalt surface and the sideline of Double Ox Road as it runs from Barnes Road to its terminus to the west of the Bar Trail Road.

Maintaining these trails and signage, if any, is a continuing obligation of the Association, unless that obligation is assumed by the Martha’s Vineyard Land Bank Commission or some other conservation organization.

## V. GENERAL

a. Enforcement. The provisions hereof may be enforced by the Declarant, by its successors in interest and assigns, and by the Owners from time to time of any Lot shown on the Plan, through civil action in any court of competent jurisdiction, or by administrative proceeding before any appropriate authority.

b. Rules and Regulations. Subject to the provisions of this Declaration, the Association’s Board of Directors may from time to time adopt, amend and repeal rules and regulations governing, among other things, Architectural Review Committee guidelines and specifications including, but not limited to, (i) the review, approval or disapproval of plans required to be submitted by Lot Owners, (ii) the administration of plan review and approval and (iii) the sufficiency or form of plans and specifications submitted to the Architectural Review Committee, and the use of any Common Areas and ways under the jurisdiction of the Association. Such rules and regulations may also include parking restrictions and limitations, limitations upon vehicular travel, restrictions on the type or types of vehicles that may be permitted to enter and use such Common Areas and/or ways, and restrictions on the maintenance or landscaping thereof. A copy of such rules and regulations as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner or recorded at the Dukes County Registry of Deeds. Recording will not be required and whether recorded or not, such rules and regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration.

c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions, which shall remain in full force and effect.

d. Amendment. (1) this Declaration may be amended or supplemented from time to time by written instrument executed and acknowledged by the Declarant or by vote of two-thirds (2/3) of the members of the Association, such amendment to become effective prospectively upon recording of same in the Duke’s County Registry of Deeds; and (2) the Plan may be amended as aforesaid, subject to the requirements of the Massachusetts subdivision control law and the rules and regulations of the Oak Bluffs Planning Board.

e. Recording and Term. The provisions of this Declaration shall run for a period of thirty (30) years from the date of recording and may be extended for such additional periods as provided under M.G.L. c. 184, §§26-30. This Declaration, including subsequent amendments, may be re-recorded by the Association at such intervals as may be necessary to ensure these covenants shall continue in full force and effect.

EXECUTED as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 2017.

Lagoon Ridge LLC

by: \_\_\_\_\_  
David A. Danielson, its Manager

COMMONWEALTH OF MASSACHUSETTS

Dukes, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared David A. Danielson, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Lagoon Ridge LLC and as the voluntary act of the limited liability company.

[seal]

\_\_\_\_\_  
Notary Public - Eric L. Peters  
My commission expires:

Mr. Ewell Hopkins, Chair  
Oak Bluffs Planning Board  
Town Hall  
Oak Bluffs, MA 0557

November 8, 2017

Dear Mr. Hopkins,

At the request of Davio Danielson, I am writing as President of the Vineyard Hills Homeowners Association to summarize the agreement made in September, 2014 by and between Vineyard Hills Homeowner's Association, Inc., whose principal place of business is at 92 Pond View Drive, Oak Bluffs, MA 02557 ("VHHA") and David A. Danielson, then Trustee of Danielson Nominee Trust. Mr. Danielson is now Manager of the Lagoon Ridge, LLC, and the LLC is the successor in interest to our agreement.

VHHA is the homeowners' association for Pondview, also is known as "Vineyard Hills" at Barnes Road, in Oak Bluffs. It is the Declarant of the "Restated, Amended, and Consolidated Protective Covenants and Restrictions and Road Maintenance Provisions for Vineyard Hills Subdivision Oak Bluffs, Massachusetts" dated May 17, 2007 recorded with the Registry in Book 1124, Page 726 (the "Vineyard Hills Covenants").

Lagoon Ridge LLC is now the owner of the Danielson family property at Barnes Road by a deed from Danielson Nominee Trust to Lagoon Ridge LLC dated September 23, 2014 and recorded in the Dukes County Registry of Deeds in Book 1361, Page 397.

We were approached because Mr. Danielson intended to subdivide and improve the Danielson property to create a subdivision known as "Lagoon Ridge" and he has been seeking approval of the same from the Oak Bluffs Planning Board and the Martha's Vineyard Commission.

On June 15, 1982 a "Reciprocal Easements" agreement was entered into by and between Vineyard Hills Trust and Hope F. Tower. VHHA is a successor in title to Vineyard Hills Trust and Danielson is the successor in title to his mother, Hope F. Tower; the VHHA land and the Danielson Land are both benefitted and burdened by the terms of the 1982 Agreement, which was intended to allow for reciprocal access from Pondview to the Danielson property.

The road known as "Sage's Way" in Vineyard Hills abuts the Lagoon Ridge LLC land and connects to Pond View Drive, which runs to Barnes Road, a public way in the Town of Oak Bluffs. Mr. Danielson intends to extend and improve the layout of Sage's Way into Lagoon Ridge to provide access and utilities to four (4) residential lots in Lagoon Ridge, numbered 20-23 on the Lagoon Ridge Plan and referred to as the Lagoon Ridge East Lots.

The Vineyard Hills Covenants, among other things, provide for the use and maintenance of the roads owned by VHHA within Vineyard Hills and more particularly Section IV.B. provides: "The Association agrees to enter into such mutual easements as may be necessary from time to time to assure common usage of interconnecting paved roads within abutting approved

subdivisions.” Both parties desire to provide for the terms and conditions of such extension and improvement of Sage’s Way to serve the Lagoon Ridge East Lots and the parties have agreed as follows:

1. VHHA shall grant to Lagoon Ridge LLC the non-exclusive perpetual right and easement as appurtenant to the Lagoon Ridge East Lots to use the Vineyard Hills roads, including Pond View Drive and Sage’s Way, and all other rights and easements appurtenant to the lots within Vineyard Hills for all purposes for which streets and ways may now or hereafter be used in the Town of Oak Bluffs, including the right to install, maintain, repair and replace underground utilities for the transmission of electricity and intelligence, in common with the owners of lots in Vineyard Hills and all those lawfully entitled thereto (the “VHHA Easement”). The VHHA Easement shall include the right to Lagoon Ridge LLC to connect to such underground utility lines and water pipes or mains as now or hereafter may be installed by VHHA within Sage’s Way or Pond View Drive that serve the lots within Vineyard Hills all for the benefit of the Lagoon Ridge East Lots. The VHHA Easement shall be executed and delivered to Lagoon Ridge LLC in recordable form by VHHA within thirty (30) days after approval of the Lagoon Ridge subdivision by the Oak Bluffs Planning Board (“Project Approval”).
2. All cost and expense of making such road and utility connections pursuant to the VHHA Easement for the benefit of the Lagoon Ridge East Lots and the extension and improvement of Sage’s Way including, but not limited to, legal expenses of the parties hereto, engineering costs, application fees, construction costs, pipe and wire are and will be the sole and complete responsibility of Lagoon Ridge LLC.
3. The extension and improvement of Sage’s Way from Vineyard Hills to serve the Lagoon Ridge East Lots will be paved completely from the existing pavement on Sage’s Way in Vineyard Hills to the driveways of the Lagoon Ridge East Lots and a hammerhead turnaround acceptable to the Oak Bluffs Planning Board will be provided for use by emergency vehicles and snowplows. When completed, the new road construction will conform to the design and specification of the Oak Bluffs Planning Board Rules and Regulations for the construction of new roads and conform to the conditions of approval of the Oak Bluffs Planning Board.
4. Other utilities may and will be connected via Sage’s Way by Lagoon Ridge LLC pursuant to the provisions of the Agreement, including municipal water, electricity, telephone and cable linkages. Lagoon Ridge LLC shall install a new water main to the Lagoon Ridge East Lots from Pond View Drive and Sage’s Way, through the extension of Sage’s Way, which will continue via Double Ox Road to Barnes Road through the Lagoon Ridge subdivision to serve the balance of the lots within Lagoon Ridge. There will be a dirt road gated at both ends providing an emergency means of egress for VHHA and Lagoon Ridge where the path of the water main crosses the Lagoon Ridge conservation area. Keys to both gates will be provided to and held by VHHA and Lagoon Ridge LLC, as well as the Fire and Water Departments of the Town of Oak Bluffs for emergency use.
5. During the initial period of road and home construction on the Lagoon Ridge East Lots, all builders, contractors and homeowners of the Lagoon Ridge East Lots will be required to sign

an agreement to abide by VHHA covenants and rules designed to control noise, disturbance and damage to existing roadways.

6. In addition to the VHHA Easement provided for in Paragraph 1 above, VHHA has agreed to amend the Vineyard Hills Covenants to provide for membership in VHHA by the owners of the Lagoon Ridge East Lots. The Lagoon Ridge East Lots shall not be subject to or burdened by the provisions of Sections III. G. through III.J. and Section III.O. of the Vineyard Hills Covenants concerning use, construction of buildings and other improvement of the Lagoon Ridge East Lots. The Lagoon Ridge East Lots shall be subject to and have the benefit of the provisions of the other matters set forth in Section III. of the Vineyard Hills Covenants, including Sections III.V. and III.W. pertaining to the regular and special assessment of costs for the maintenance and improvement of the Vineyard Hills roads and common areas and their use. Additional provisions concerning use, construction of buildings, environmental considerations, and other improvement of the Lagoon Ridge East Lots will be provided for and imposed by Lagoon Ridge LLC by Covenants and Deed Restrictions in its own discretion.

7. After completion of the improvements to Sage's Way to the specification of the Planning Board, Lagoon Ridge LLC shall convey to VHHA the fee in Sage's Way, as extended on the Lagoon Ridge Plan and serving the Lagoon Ridge East Lots.

The agreement was signed for the Vineyard Hills Homeowner's Association, Inc. by Llewellyn Rogers, who was then its President, by Pavla Rego, its Treasurer, and by David Danielson, Trustee and is still in force.

I hope this is helpful to the Oak Bluffs Planning Board in your review of the Definitive Plan for Lagoon Ridge.

Sincerely,



Llewellyn Rogers,  
VHHA President

Cc: Davio Danielson



**RESTATED, AMENDED, AND CONSOLIDATED  
PROTECTIVE COVENANTS OF RESTRICTIONS  
AND  
ROAD MAINTENANCE PROVISIONS  
FOR  
VINEYARD HILLS SUBDIVISION  
OAK BLUFFS, MASSACHUSETTS**

Know all men by these presents, that VINEYARD HILLS HOMEOWNERS ASSOCIATION, INC., a Massachusetts Corporation, being the successor to Vineyard Hills Trust, (see Deed dated March 3, 1989 and recorded at the Dukes County Registry of Deeds in Book 518, Page 668), and having assumed obligations and rights of the said Vineyard Hills Trust relating to the enforcement of the reservations, restrictions, covenants, liens, assessments, and easements contained in the "Protective Covenants of Restrictions, Vineyard Hills" dated July 31, 1981 and recorded at the Dukes County Registry of Deeds in Book 386, Page 075, as amended, and the "Road Maintenance Provisions for Vineyard Hills" dated July 31, 1981 and recorded at said Registry in Book 386, Page 073, (hereinafter jointly referred to along with this Document as "Covenants"), does hereby declare that pursuant to a duly authorized vote of all of the Owners of Lots in the said "Vineyard Hills" subdivision and all the Directors of the said Vineyard Hills Homeowners Association, Inc., that the reservations, restrictions, covenants, liens, assessments, and easements set forth in the said Covenants have been amended, restated, and consolidated as set forth hereinafter and extended for a period of twenty (20) years from July 31, 2006 to July 31, 2026, for the mutual benefit of the real property covered by the said Covenants, and any other land now or hereafter made subject to the amended, restated, and consolidated Covenants.

**PROTECTIVE COVENANTS OF RESTRICTIONS AND ROAD MAINTENANCE  
PROVISIONS FOR VINEYARD HILLS SUBDIVISION**

- I. **Encumbered Property:** These reservations, restrictions, covenants, liens, assessments, and easements are an encumbrance on, effect, cover, and pertain to all residential lots, common areas, roads, ways, and street, and all other land shown on two (2) plans recorded at the Dukes County Registry of Deeds as Oak Bluffs Case File Nos. 119 and 135 (hereinafter referred to as "Vineyard Hills Subdivision"), as well as, where applicable, three (3) certain lots shown on a plan recorded at said Registry as Oak Bluffs Case File No. 212.
  
- II. **Enforcement and By-Laws:** All rights of enforcement of these reservations, restrictions, covenants, liens, and easements, and the collection and enforcement of all assessments shall be with the Vineyard Hills Homeowners Association, Inc., (hereinafter "Association"). Further, the said Association reserves the right to subject the use of the roads, streets, ways, and all other common areas within the Vineyard Hills Subdivision to such reasonable restrictions (By-Laws) as they may from time to time impose, including the right to change the locus of said roads, streets, and ways,

and to terminate such portions of said roads, streets, and ways as the Association may deem necessary or convenient, so long as the changes and termination shall not deny the Owner of any lot in the Vineyard Hills Subdivision the right to pass over constructed roads providing access to a public way.

**III. Restrictions, Reservations, Covenants, Liens, Assessments, and Easements:**

- A. The lots contained in the Vineyard Hills Subdivision shall be used only for single family residential purposes. A dwelling may have as accessory to it a garage of not more than three (3) car capacity and other accessory structures, which may include storage buildings, boat sheds, terraces, decks, porches, playhouses, and other customary accessory structures, including guesthouses, as per Oak Bluffs Zoning By-Laws.
- B. No house trailer, camping trailer, or mobile house shall be placed or maintained on any lot in the Vineyard Hills Subdivision except a camping trailer, which must be stored in a garage. No unregistered motor vehicle shall be allowed to remain on said lots except as stored in a garage. Vehicles actively published for sale may remain on the property for a maximum of sixty (60) days, without penalty, if the tags have been transferred to another vehicle registered at the property address.
- C. Boats, vehicles, and garden equipment stored outside and protected by tarps shall be covered with natural colored material such as brown or green canvas or, if shrink wrap only, white plastic. Blue and silver tarps are not allowed. All tarps shall be tightly secured against wind and weather.
- D. No tent shall be permitted after a dwelling has been constructed on the lot except tenting by children.
- E. Business Restrictions:
1. No trade, business, or commercial activity of any nature shall be conducted on lots in the said Vineyard Hills Subdivision, except for;
    - a. Business purposes of doctors, lawyers, and architects, having an office in their home and engaged in that primary business.
    - b. A day care at 98 Pond View Drive and operated by Patricia A. DeFelice. Provided, however, that should the De Felices sell their lot then this use is terminated.
    - c. Other businesses, such as, but not limited to, contractors offices, which may allow client visits, may be conducted if all of the following requirements are met;
      - i. Does not store externally any materials, supplies, or equipment.

- ii. Does not park overnight more than two (2) commercial vehicles.
  - iii. Is conducted solely within the residence by the homeowner.
  - iv. Is clearly a secondary use to the primary residential use of the premises.
  - v. Does not produce any kind of offensive noise, vibration, dust, odor, heat, lighting, or any other forms of environmental pollution.
  - vi. Does not promote its presence or varies the home's appearance from that of the other homes in the Vineyard Hills Subdivision.
  - vii. Does not produce daily or frequent traffic to the residence caused by customers, pupils, or cliental or package delivery.
  - viii. Has no nonresident employees.
  - ix. Is registered as a business with the Oak Bluffs Town Clerk, and for any new business from this day forward, be registered with the Association.
- 2. For all other business, they may be conducted only if permission is granted by the Association in writing, which permission shall be recorded at the Dukes County Registry of Deeds.
  - 3. All materials or business equipment relating to an allowed business must be screened from sight from adjacent properties and roads.
  - 4. All allowed business activity must not be intrusive, noisy, or impinge to other residents' quiet enjoyment.
  - 5. In no case shall parking on Vineyard Hills' roads, greenbelts, or buffer zones be allowed. All homeowners must park vehicles on their lots in accordance with these Covenants.
- F. Two (2) or more lots may be used by the Owner for the erection and construction of a single family dwelling and incidental buildings permitted under these restrictions, but the area consisting of such combined lots shall not thereafter be subdivided unless the requirements of these restrictions as to area conveyed and location of buildings are complied with according to the original lot boundaries as shown on the aforementioned plans of land of Vineyard Hills Subdivision recorded with the Dukes County Registry of Deeds. No lot shall be subdivided or its boundary line changed, except with the written consent of the Association. The Association hereby expressly reserves the right to replot any two (2) or more lots shown on the said plans in order to create a modified lot or lots; and to take such other steps as are reasonably necessary to make such replotted lot suitable as a building site, including but not limited to relocating easements, walkways and rights of way to conform to the new boundaries of the said replotted lots.

- G. No building or part hereof shall be erected, placed or permitted to remain on any lot within twenty-five (25) feet from any private or public way and within twenty (20) feet from any side and twenty (20) feet from any rear lot line without the consent of the Association.
- H. No building or structure that exceeds the lesser of two and one-half (2 1/2) stories or thirty (30) feet in height shall be erected, placed or permitted to remain on any lot.
- I. No building, wall, fence, sewerage system, water system or other structure or installation, or anything used for habitation shall be erected, placed, constructed, altered, or maintained on any lot in the Vineyard Hills Subdivision until and unless its plans, exterior color plans, specifications, site location and landscape plans have been filed with and approved in writing by the Association's Architectural Review Committee and until the approval of any governmental agency having authority has been obtained. Any owner proposing to make any improvement other than just interior improvements to their existing home, shall require the prior written approval of the Architecture Review Committee and shall apply for approval by delivering to the Approval Committee a written application describing the nature of the proposed improvement together with such of the following documents and information as are pertinent, in such number of copies as the Approval Committee may require:
  - 1. A plot plan of the affected property showing the location of existing and proposed improvements and alterations;
  - 2. Floor plans;
  - 3. Drawings showing all elevations;
  - 4. A description of exterior materials and colors, with color samples; and
  - 5. The owner's proposed construction schedule.

The Association shall have the right to refuse to approve any such plans, specifications and locations, which are not suitable or desirable, provided, however that the Association and its successors and assigns shall not unreasonably withhold approval of the same.

Several Guidelines:

- Styles: No "A-Frame" or mobile home structures are permitted.
- Roof Pitch: Must meet or exceed 6 inches in 12 inches.
- Siding: Approved: shingle, clapboard or vertical siding.

**Fences:** No stockade or solid type fences are permitted except for small areas to screen heating fuel tanks, waste bins or other yard items including equipment; Note: In no case shall the above restricted fence materials define lot lines and all requests for fencing permits must be submitted to and approved by the Architecture Review Committee.

See Architecture Review Committee Rules and Regulations.

- J. Except as may be necessary for clearing area for buildings, structures, and driveways, except for those that are diseased or for reasons of safety to persons or buildings, no live trees greater than six (6) inches in diameter shall be cut, destroyed or removed and no change shall be made in the natural character of the land conveyed herein without the prior written approval of the Association, which approval the Association shall not unreasonably withhold. No trees specifically banded by the Association shall be removed without the prior written consent of the Association.
- K. No "For Rent", "For Sale", or signs of similar import shall be placed, constructed, altered or maintained on any lot in the Vineyard Hills Subdivision without the prior written consent of the Association, and upon the violation of this paragraph, the Association shall have the right to enter upon the land to remove such signs or notice.
- L. No clotheslines or similar devices, trash or garbage or bottled gas containers shall be placed, constructed, altered or maintained on any lot in the Vineyard Hills Subdivision, unless screened from view of other lots and roads in a reasonable manner. This will include, but not be limited to, firewood, lumber, auto parts, tools and trash.
- M. No animals or fowls (except household pets) shall be kept on any lot. Pets causing a nuisance or destruction shall be restrained. No pet owner shall allow their pet on another property owner's lot without permission.
- N. No noxious, dangerous, offensive or unduly noisy activity of any nature, nor any activity that may be or become an annoyance or nuisance to owners of other lots shall be permitted or maintained on any lot in the Vineyard Hills Subdivision.
- O. In the event alternative television facilities are available to any lot in the Vineyard Hills Subdivision, no outside television antennas or other antennas or aerials, other than small commercial satellite dishes, shall be placed, constructed, altered or maintained on the lot for antenna use and placement for antennas are subject to Architecture Review Committee approval.

- P. All buildings, structures, sewerage systems, water systems, installations and other improvements to be erected, placed, constructed, altered or maintained on any lot in the Vineyard Hills Subdivision must comply with all municipal and other governmental laws, zoning ordinances, by-laws, rules and regulations duly and validly affecting said land, and if any provision herein differs therefrom such variance shall not be construed as a waiver by the Association of the necessity of compliance with the terms hereof.
- Q. The Association reserves the right to install, maintain, repair and replace under, over, and upon any land in the Vineyard Hills Subdivision and any ways on which said land abuts or shall abut, such electric, light, power, telephone, and telegraphs poles and wires, water, sewer, gas, and drainage pipes, mains and conduits, catch basins, surface drains and culverts; and such other facilities, installations, appurtenances, and things as the Association may deem necessary or convenient in connection with the provision of adequate drainage, sewerage disposal, water, gas, electricity, telephone and telegraph communications and other utilities to any portion of the land in the Vineyard Hills Subdivision and the Association further reserves the right to grant to telephone, power, water and other public and private utility companies and corporations, to municipalities, and to such other persons and corporations as the Association may determine, said right of installation, maintenance, repair and replacement as above described, provided, however, that in the exercise of the rights reserved by this paragraph, the Association shall not unreasonably interfere with the owner's use of any lot in the Vineyard Hills Subdivision.
- R. No temporary structures shall be built upon any lot other than those necessary and used in the course of construction of permanent buildings, and all such structures shall be removed immediately upon completion of any building operation. All structures shall be completed on the exterior within eighteen (18) months from the start of construction, subject however, to strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations, or restrictions imposed by any governmental agency or other delays beyond the control of the owner. This time limit includes the removal of excavating spoils and all debris from the lot.
- S. All chimneys intended for live fires shall have flues lined through the entire height with standard clay lining or other fire resistant material and shall be equipped with a suitable spark arrester. No trash shall be burned on any lot in the Vineyard Hills Subdivision, and all other burning shall be subject to the regulations of any governmental agency having authority.
- T. The Association or its agent may, at the Owner's expense, enter upon any vacant lot or other land for the purpose of removing any trash which has collected on said lot or other land and any fallen trees or other unsightly growth, after giving the Owner ten (10) days written notice of its intention to do so. The Association may at the Owner's expense, enter upon the lot for the purpose of pumping out or otherwise cleaning any septic tank or other sewerage system which has

overflowed after giving the owner forty-eight (48) hours written notice. This paragraph shall not be construed to create an obligation on the part of the Association to perform these functions.

- U. Each Owner shall provide three off-street parking spaces for each lot owned, prior to the occupancy of any dwelling on any such lot. Parking on Association's common land or other violations of the By-Laws/Covenants by vehicles are not permitted.

No parking is permitted off an owner's lot: This is to include all common lands, greenbelts, and parkland, entrance area and school bus waiting. Parking is defined as leaving unattended vehicle whether running or not.

School bus drop-off is permitted only if cars remain clear of the roadway and entirely off other property owners' lots and entrances.

- V. The common areas and other open space areas of the Vineyard Hills Subdivision are designated restricted and are to be used only as follows:

1. "No Cut Zones" - Common areas A, B, and E. These areas are intended as buffer zones, and as such are not to be used as recreation areas. Selective cutting and planting may be allowed to encourage visual barrier growth only. No public access or use shall be allowed.
2. "Common Recreation Areas" - Common areas C, D and F. These areas are to be used for the common enjoyment of all owners, together with the residents of Oak Bluffs, subject to the following restrictions:
  - a. No permanent structures shall be erected without the specific prior written approval of the Association.
  - b. No motorized vehicles shall be allowed except for Town of Oak Bluffs Water Department vehicles necessary for maintenance and repair of the existing water main.
  - c. No hunting, picnicking, camping, open fires, dumping of trash, or objectionable noise shall be allowed.
  - d. No cutting or removal of trees, other vegetation, or topsoil shall be allowed without the prior specific written approval of the Association.
  - e. Use of any common recreation facilities, which the Association may erect shall be limited to Vineyard Hills Subdivision lot owners and their guests.

- f. Use of these common areas by the residents of the Town of Oak Bluffs shall be limited to the hours between sunrise and sunset.
  - g. It shall be the responsibility of the Association, together with the Town of Oak Bluffs to assure the use of these recreation areas in a manner respectful of the privacy, comfort and dignity of all concerned. Continued violation of the above restrictions shall be cause for the Association in conjunction with the Town of Oak Bluffs Board of Selectmen to temporarily or permanently close the areas to residents of the Town of Oak Bluffs.
- W. Common Expenses and Assessments: The Owner of each lot shall be subject to an annual charge to be assessed by said Association. The annual charges shall be established and applied by the Association for purposes that it deems appropriate, including all streets, roads, and ways expenses. The Association may also from time to time levy Special Assessments.
- 1. Regular Assessments: The Board of Directors of the Association shall prepare and adopt a budget for the Association reflecting the estimate of the expenses to be incurred by the Association during such fiscal year in performing its functions under this Covenant and any By-Laws adapted hereunder for all Association expenses including any expenses relating to the streets, roads, and ways. The estimate of expenses, both annual and long-term, so determined shall be divided by the total number of lots, and the resulting amount shall be assessed to the owners of each lot.
  - 2. Special Assessments: If, at any time during any fiscal year, the regular assessment proves inadequate for any reason, the Board of Directors of the Association may levy a special assessment as of such date as it may determine in the amount of such actual or estimated inadequacy, which amount shall be assessed to all said Owners.
  - 3. Payment of Assessments: All assessments shall be due and payable within thirty (30) days after the date of assessment, unless otherwise authorized by the Association, which assessment shall thereupon become a continuing lien upon the lot with respect to which the assessment was made, which shall bind such lot in the hands of the then Owner, his heirs, devisees, and personal representatives and assigns.
  - 4. Obligation of Owners: All owners shall be liable for all assessments levied upon them pursuant to this Covenant and any By-Laws adopted hereunder.
  - 6. Reimbursement Assessment: The Association shall levy a reimbursement assessment against any Owner where, as a result of that Owner's failure to comply with the provision of this Covenant, any By-Laws adopted hereunder, Rules and Regulations adopted by the Association or the Architectural Review

Committee Rules, monies are expended by the Association to cure the non-compliance or seek collection, including but not limited to, reasonable attorney's fees. Such an assessment shall be due and payable to the Association when levied.

7. **Enforcement of Assessments:** Assessments levied hereunder together with interest thereon and all reasonable costs of collection thereof, including reasonable attorney's fees, shall be a charge on the Owner and shall constitute a continuing lien upon said Lot against which such assessment is made, and shall also be the personal obligation of the owner or owners from the time the payment thereof became due.
8. **Interest:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at 10% per annum.
9. **Foreclosure of Lien:** The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Association may enforce each such lien by selling any lot subject thereto, and to satisfy the same, in the manner provided by law for the foreclosure of mortgages containing a power of sale, provided that notice of the commencement of such proceedings is duly filed for recording in the Dukes County Registry of Deeds within four years of the date on which payment becomes due and so long as said assessment or any portion thereof remains unpaid.
10. **Sale of Lot:** Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lots or Owners thereof from liability for any assessments thereafter becoming due or from the lien thereof.
11. **Diane Hartman Lots:** Any assessment to the "Diane Hartman" lots, being all lots shown on Oak Bluffs Case File 212, shall be a proportion of any fees and expenses relating to the streets, roads, and ways only.

IV. **Miscellaneous:**

- A. The provisions of these Covenants, shall run with and bind the Vineyard Hills Subdivision for a period of twenty (20) years from July 31, 2006 to July 31, 2026, and the Association or any successor corporation or Association to whom the Association has specifically assigned its rights and obligations under these Covenants shall have the right at any time or times during said period to proceed at law or in equity against any person violating or attempting to violate any provision contained herein, to prevent and abate such violations, to compel compliance with the terms hereof, to enter upon any land or lot in the Vineyard Hills Subdivision and remove any building, structure, sewerage system, water system, installation, improvement, or thing constructed, erected, installed, or maintained in violation of the terms hereof, at the Owner's expense, and to

recover damages or other dues for any violation. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent, or other violation. The Association reserves to itself the right in its absolute discretion to permit other lands of the Association to be used in a manner that is prohibited on the land covered hereby, and such use of other provisions of these Covenants as hereinbefore set forth. The invalidation of any of the rights and restrictions contained in these Covenants, by judgement or court order, shall not affect any other right or restriction, which shall remain in full force and effect. This Covenant may be extended as provided by law and these Covenants.

- B. The Association agrees to enter into such mutual easements as may be necessary from time to time to assure common usage of interconnecting paved roads within abutting approved subdivisions.
- C. As used in these Covenants, the term "Association" shall mean Vineyard Hills Homeowner's Association, Inc. and include where applicable any successor and assign who has assumed the obligation of the original developer of the Vineyard Hills Subdivision. The term "Owner" shall mean a Lot Owner(s) and include where applicable, his, her, their, or its heirs, executors, administrators, and assigns. Any term used in the singular shall mean and include, where applicable, the plural, and vice versa.
- D. The Association reserves the right to modify, amend, extend or waive any or all of the above-described reservations, restrictions, liens, easements, covenants, and agreements, for any particular lot or any category of lots. Any modification or extension of restrictions must also be approved by a majority vote at an annual or special meeting of the Owners, whereby a quorum of Owners are present. Any such modification, amendment, extension or waiver may be retroactive to the date hereof, and shall be effective when recorded with the Dukes County Registry of Deeds and shall specifically refer to these Covenants.
- E. Rules and Regulations: Subject to the provisions of these Covenants, the Association's Board of Directors may from time to time adopt, amend and repeal rules and regulations governing, among other things, Architectural Review Committee guidelines and specifications and the use of any Common Areas and Vehicular Access areas under the jurisdiction of the Association. Said rules may also include parking restrictions and limitation, limitations upon vehicular travel, restrictions on the types or types of vehicles which may be permitted to enter or use such Vehicular Access and/or Common Areas, and restrictions on the maintenance or landscaping.

A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner or recorded at the Dukes County Registry of Deed. Recording will not be required and, whether recorded or not, said Rules shall have the same force and effect as if they were set forth in and were a part of these Covenants.

**CERTIFICATE OF VOTE**

We, the following duly elected Board of Directors of the Vineyard Hills Homeowner's Association, Inc. hereby certify that this said Restated, Amended, and Consolidated Protective Covenants of Restrictions and Road Maintenance Provisions was duly voted in the affirmative by 100% of the Board of Directors and by a unanimous vote of the Owners at a duly authorized annual meeting held on June 10, 2006. A quorum of Owners was present.

Executed as a sealed instrument the 17<sup>th</sup> day of May 2007.

Board of Directors of Vineyard Hills Homeowner's Association, Inc.

Ann C. Nye CO-PRESIDENT  
Paula Rego Treasurer  
Eno D. Kelly Director  
Patricia A. DeSilva Secretary  
Alfred J. ... CO-PRESIDENT

**COMMONWEALTH OF MASSACHUSETTS**

Dukes County, ss.

On this 17 day of May 2007, before me, the undersigned notary public, personally appeared LEYON REGO, PAULA REGO, EUGENE DEFILOS, PATRICIA A. DESILVA, DOZEN VORSTH through satisfactory evidence of identification, which was MDL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed the document voluntarily for its stated purpose.

Before me: Michael Perry

Attest:  
Deanne E. Powers Register





2013 00008265

Bk: 1337 Pg: 497 Doc: AMEND  
Page: 1 of 4 12/13/2013 10:37 AM

**AMENDMENT TO  
RESTATED, AMENDED, AND CONSOLIDATED  
PROTECTIVE COVENANTS OF RESTRICTIONS  
AND  
ROAD MAINTENANCE PROVISIONS  
FOR  
VINEYARD HILLS SUBDIVISION  
OAK BLUFFS, MASSACHUSETTS**

Amendment to the Restated, Amended, and Consolidated Protective Covenants of Restrictions and Road Maintenance Provisions for Vineyard Hills Subdivision Oak Bluffs, Massachusetts, recorded with the Dukes County Registry of Deeds on June 21, 2007 at Book 1124, Page 726, as now amended (the "Restrictions").

Whereas pursuant to paragraph IV (D):

- a. A Majority Vote has been taken at the Special meeting on September 12, 2013 Owners, whereby a Quorum of Owners was present.
- b. Such Majority has voted in favor of this Amendment.

Now, therefore, for good and valuable consideration paid, the receipt of which is acknowledged by a Majority of such Owners at such special meeting, and the members of the Board of Directors, the parties hereto agree as follows:

Paragraph IV. "Miscellaneous" shall be amended by adding an additional subparagraph labeled "F. Definitions." "F. Definitions" shall read as follows: "The term "Road Maintenance" as used herein shall be defined as

1. Snow plowing/sanding
2. Sweeping roads
3. Mowing sides of roads
4. Tree/brush/trash trimming & removal sides of roads
5. Clean-up leaf raking/blowing & drain grates side of road
6. Road resurfacing
7. Road pot holes repair
8. Road crack sealer
9. Road seal coating
10. Line painting
11. Catch basin clean-out
12. Sign repair/replace-only standard town e.g. stop, speed limits, caution, etc.
13. Fence repair Tower Ridge Road Only
14. General liability insurance Roadway portion only
15. 50% Postage
16. 50% Bookkeeping
17. 50% Office fees
18. Legal fees only directly related to roads

Paragraph III. Subparagraph W. Section 11. "Diane Hartmann Lots" shall be amended by adding an additional Subsection a. To define the proper "assessment": A standing Road Maintenance Committee will be established which will be comprised of 3 appointed members of the VHHA and 3 members of the 3 Hartman Lot (1 per lot). This Committee will meet at least once a year to vote on a recommended 1/74 Road Maintenance cost that the 3 "Hartman Lots will contribute for expenses that occur that previous fiscal year, July 1 to June 30. This will be submitted to the VHHA BOD for approval before July's BOD meeting, if not then the BOD will calculate the Road Maintenance cost. The items defined as "Road Maintenance" are to be considered Road Maintenance Cost related but not limited to. Any changes in the list of items will be recommended by the Road Maintenance Committee and must be approved by the VHHA BOD.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Witness the execution hereof under seal as of Dec 12, 2013.

**Board of Directors of Vineyard Hills Homeowners Association, Inc.**

Steph J. Perry

Guy R.

Paul

Paula Koff

D. F. H.

Beverly A. Rogers

Michael Gray

CERTIFICATE OF VOTE

We, the following duly elected Board of Directors of the Vineyard Hills Homeowner's Association, Inc. hereby certify that this said Amendment to the Restated, Amended, and Consolidated Protective Covenants of Restrictions and Road Maintenance Provisions was duly voted in the affirmative by 100% of the Board of Directors present and by a unanimous vote of the Owners at a duly authorized special meeting held on September, 2013. A Quorum of Owners was present.

Executed as a sealed instrument this 12 day of DEC, 2013.

Board of Directors of Vineyard Hills Homeowners Association, Inc.

Ann C. Ho

Shauls R. B...

Michael Perry

Beverly O. Rogers

T. L. H. T.

Paula Rigo

[Signature]

[Signature]

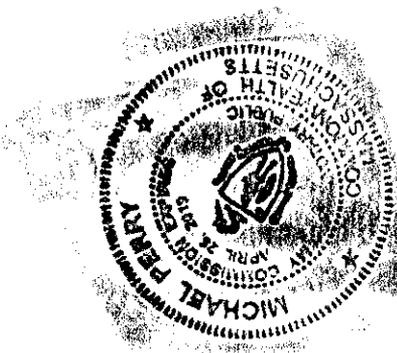
COMMONWEALTH OF MASSACHUSETTS

DUKES, SS

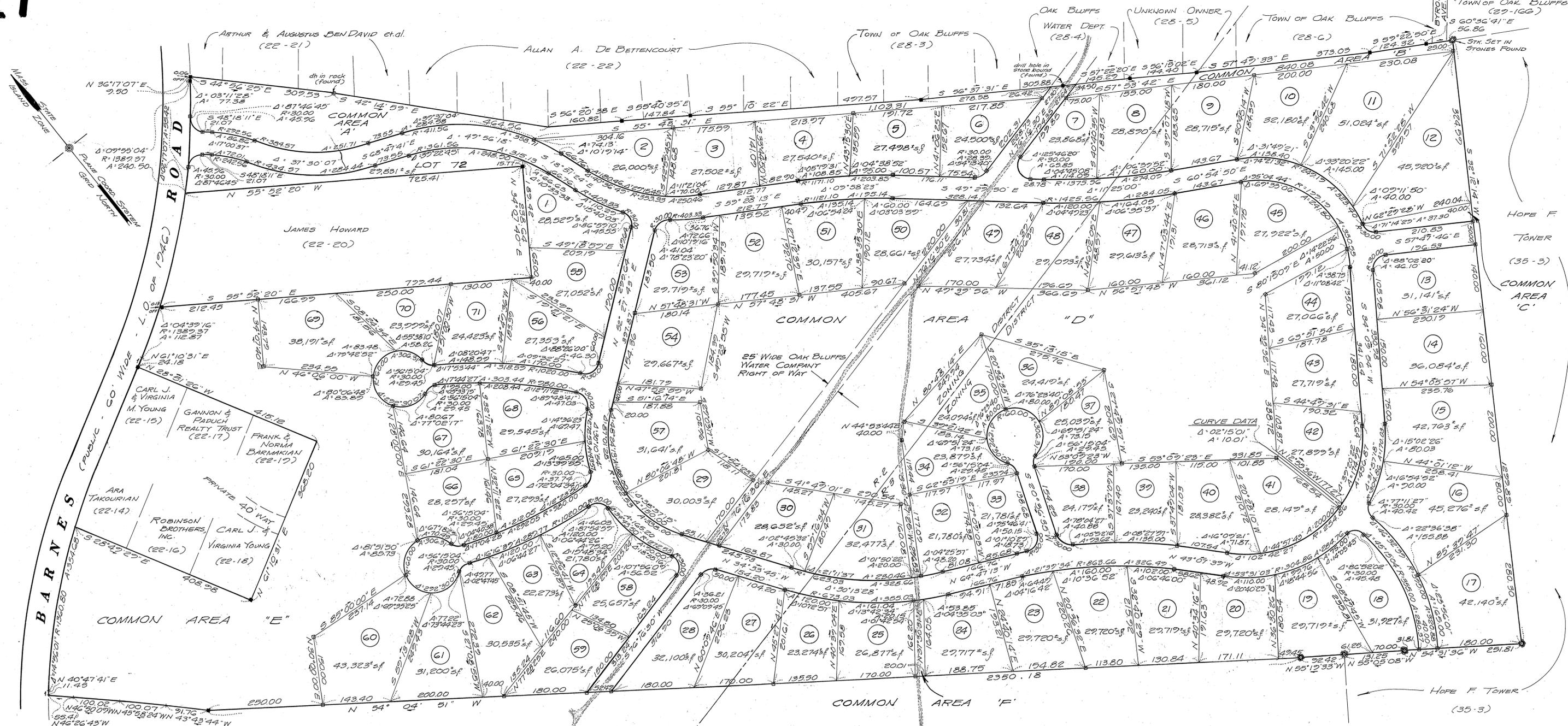
On this 12 day of DEC, before me, the undersigned notary public, personally appeared VIWEYARD HILLS ASSOCIATION proved to me through satisfactory evidence of identification which was MPL, (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Michael Perry  
Notary Public

My commission expires:



Attest:  
Deanne E. Powers Register



"I, JANE P. VOTTA, CLERK OF THE TOWN OF OAK BLUFFS, HEREBY CERTIFY THAT NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER RECEIPT AND RECORDING OF NOTICE FROM THE PLANNING BOARD OF APPROVAL OF THIS PLAN."

Jane P. Votta  
TOWN CLERK  
DATE: 7-30-1981

APPROVAL UNDER SUBDIVISION CONTROL LAW REQUIRED  
OAK BLUFFS PLANNING BOARD

*James P. ...*  
*Richard J. ...*

DATE: August 12, 1981

"I CERTIFY THAT THIS SURVEY AND PLAN CONFORMS TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS."

"I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS DATED JUNE 19, 1975."

Hollis A. Smith  
REGISTERED LAND SURVEYOR  
DATE: April 24, 1981



SEE COVENANTS AND AGREEMENTS FILED IN COUNTY OF DUKES COUNTY, MASSACHUSETTS, REGISTER OF DEEDS.  
BOOK: 386 PAGES: 71 DATE: 9-28-81

LEGEND

- ..... CONCRETE BOUND MARKER FOUND, UNLESS NOTED OTHERWISE.
- ..... STEEL SURVEY MARKER (SET) IN STONES (FOUND).
- (212)..... ASSESSOR PARCEL NUMBER IN OAK BLUFFS.
- ..... CONCRETE BOUND SET, UNLESS NOTED OTHERWISE.

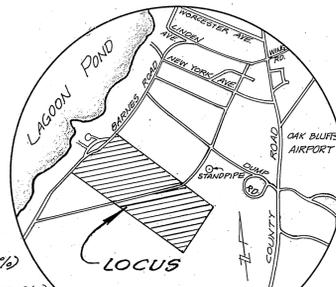
COMMON AREA	AREA
A	1.84 ± AC.
B	17.38 ± AC.
C	7.06 ± AC.
D	9.30 ± AC.
E	7.79 ± AC.
F	3.26 ± AC.

NOTE: LOT 72 IS A NON-BUILDABLE PARCEL BY ITSELF.

NOTE: LOTS ON THIS PLAN ARE SUBJECT TO BETTERMENTS FOR STREET IMPROVEMENTS IF THE ROADS ARE ACCEPTED BY THE TOWN.

SUMMARY

TOTAL AREA OF LOTS 48.68 AC. (62.9%)  
TOTAL AREA OF ROADS 9.12 AC. (11.8%)  
TOTAL AREA OPEN SPACE 19.61 AC. (25.3%)  
TOTAL AREA 77.41 AC. (100%)



VICINITY MAP  
1" = 200'

"VINEYARD HILLS"  
A Plan of Land in OAK BLUFFS, MASS.  
prepared for  
**VINEYARD HILLS TRUST**  
SCALE: 1"=100' APRIL 1, 1981  
REVISED JULY 22, 1981

SMITH & DOWLING

ENGINEERS · SURVEYORS · PLANNERS  
State Road · Post Office Box 1087  
Vineyard Haven, Mass. 02568