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**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 telegraph 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 17th day of May 2007.

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

Ann C. Ho CO-PRESIDENT
Paula Rego Treasurer
Erin O'Neil Director
Patricia A. DeFuria Secretary
Alfreda... CO-PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

On this 17 day of May 2007, before me, the undersigned notary public, personally appeared LEON REGO, PAULA REGO, ERIN O'NEIL, PATRICIA A. DEFURIA, DOREN VOSE, proved to me 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

