

**THE PRESERVE AT THE WOODLANDS  
DECLARATION  
OF RESTRICTIVE COVENANTS  
AND ROAD AND OPEN SPACE  
MAINTENANCE PROVISIONS**

This Amended and Restated Declaration of Restrictive Covenants and Road Maintenance Provisions is made on this \_\_\_\_ day of April, 2016 (the “Declaration”) by The Preserve at the Woodlands, LLC, a Massachusetts limited liability company with a principal place of business and mailing address of c/o PO Box 1639, Vineyard Haven, MA 02568 (the “Owner”) as owner of certain real property in Oak Bluffs, County of Dukes County, Commonwealth of Massachusetts and being more particularly described on Exhibit “A”, attached hereto (the “Premises”) which property has been subdivided into twenty-six (26) buildable lots (respectively, a “Lot” and collectively the “Lots”), which include Open Space areas and a road, all of which are shown on a plan entitled “Definitive Subdivision of Land in Oak Bluffs 'The Preserve at the Woodlands' Oak Bluffs, Mass.” prepared by Ducharme & Wheeler dated May 16, 2005 and recorded with the Dukes County Registry of Deeds in Plan Book 15, Page 36, which was modified by a plan identified as “Exhibit ‘A’ Preserve at the Woodlands” dated December 12, 2015, scale 1 in = 120 ft, Sheet 1 of 1, prepared by Ducharme & Dillis – Civil Design Group, Inc. in the Decision of the Martha’s Vineyard Commission DRI 555-2M recorded with the Dukes County Registry of Deeds in Book 1399, Page 899 (the “Plan”).

The Owner hereby DECLARES, PROVIDES AND COVENANTS and agrees to impose and burden this Declaration of Restrictive Covenants and Road and Open Space Maintenance Provisions upon all of the property shown on the Plan for the mutual benefit, privacy and enjoyment of the Lots and for the purpose of managing, maintaining and improving (i) the way designated as “Woodlands Drive” and “Paddock Road” on the Plan (the “Road”), (ii) “Open Space 1”, “Open Space 2”, and “Open Space 3”, as designated on the Plan, including the completion and maintenance of the Pond on “Open Space 2”, and (iii) the “Common Utilities”, which term shall include all wires, cables, conduits, devices and appurtenances used in connection with the provision of municipal water service, electricity, cable television service, telephone, information and other utility and communications services which are used in common with all Lots.

**I. PERMITTED USES & RESTRICTIONS**

- A. The “area of alteration” for construction of homes, lawns, landscaping and accessory uses, shall be restricted to no more than 25% of the lot area or 20,000 sf, whichever is greater. Impervious area on each lot shall be restricted to no more than 15% of the lot area or 12,000 sf, whichever is greater. In areas outside of the lot building areas, except for the no cut buffer zones, the cutting of trees shall be limited to no more than 30% of existing trees (10” caliper or more), subject to approval by the Oak Bluffs Planning Board and the MA Division of Fisheries and Wildlife.

- B. No buildings or other structures of any kind shall be erected, placed or allowed to stand on a Lot except one (1) single family residential dwelling as permitted under applicable law and subject to the provisions of Section 3, below, together with accessory buildings and structures, normally appurtenant or incidental to a residential dwelling situated in Oak Bluffs. All such structures and Improvements (as defined in Section 4B, below) shall be located as shown on a Plan approved by the Architectural Approval Committee (the "AAC"). All driveways may only be located as shown on a Plan approved by the AAC.
- C. No buildings, fences or other structures or improvements of any kind or additions thereto or alterations thereof shall be erected, placed or allowed to stand upon any Lot until the size, plans, specifications and locations thereof shall have been approved in writing by the AAC defined in Section 3, below. The construction of any approved structure, once begun, shall be carried forward to completion with reasonable diligence.
- D. No trailer, mobile home, camper, temporary building, tent or other temporary structure of any kind shall be allowed to be placed or stored on any Lot, and/or used for dwelling purposes, either temporarily or permanently, except that tenting by children under sixteen years of age shall be permitted once a dwelling has been constructed on the Lot and then, only to a maximum of ten days in any thirty day period.
- E. Parking of all vehicles, including, without limitation motorized and/or non-motorized vehicles, for all uses at a Lot shall be accommodated at each Lot within the boundaries of such Lot. No Lot shall be used for the outdoor storage of water craft, boats, trailers, and unregistered or abandoned motor vehicles or any vehicle body or motor parts.
- F. No rubbish, debris, dead trees or heavy brush of any kind shall be placed or permitted to accumulate upon any Lot, except during approved construction on such Lot.
- G. No trash receptacles or bottled gas containers shall be placed, constructed, altered or maintained on any Lot unless screened from view of other Lots and the Road. Any propane gas container in excess of 25 gallons shall be buried below ground on a Lot.
- H. No satellite dishes, outside television antennas or other antennas or aerials shall be erected, installed or maintained on any Lot except for satellite dishes not in excess of 18" in diameter and that have been previously approved by the Architectural Approval Committee.
- I. No noxious, dangerous, offensive, or noisy activity of any nature that is reasonably determined by the Association, as defined in Section 4, below, to be an

annoyance or nuisance to the owners of any Lot, shall be permitted or maintained on any Lot

- J. No building or structure upon any Lot shall be allowed to fall into disrepair, and such building or structure shall at all times be kept in good condition and repair and adequately painted or otherwise maintained.
- J. Normal household trash, rubbish and garbage on each Lot shall be kept in covered containers which shall be properly screened and/or enclosed so as not to be visible from any Lot and the road, except for such necessary periods when said containers are made available for collection.
- K. No garage or any other structure permanent or portable on a Lot shall be used for the storage of heavy commercial vehicles or construction equipment.
- L. No Lot shall be used for any business or commercial purpose of any kind, except for a home office which does not result in client or customer visits to the Lot.
- M. No pets or other animals shall be kept or maintained on any Lot other than domestic house pets and specifically prohibiting any pets or animals of such type or in such number as to be noisome or offensive, and no such pet or other animal shall be allowed to pass onto or enter a Lot of another unless such pet, animal or bird is suitably leashed, caged or otherwise controlled and has permission to pass onto the Lot of another. Notwithstanding the foregoing, no chickens, ducks or other fowl of any kind shall be kept or maintained on any Lot.
- N. Any exterior lighting fixture shall be directed, placed and/or shielded so as to be down-casting and not project above the horizontal plane created by the top of the light fixture, and not project into any dwelling located on a Lot or an adjacent lot excepting one (1) residential style lamppost that may be placed at the end of each driveway, subject to approval by the AAC. The meaning and intent of this provision is to allow for lighting to provide for safety and security, but to limit such lighting so as not to cause glare and/or sky glow.
- O. No Lot may be further subdivided, made subject to condominiums, time share estates or other such actions that change the character and/or use of the property. Excepting, however, that Lot boundary lines may be altered upon the mutual consent of any Lot owner whose Lot boundary line is effected by said alteration and the Association.
- P. Each Lot shall be limited to no more than six (6) bedrooms for a total of one hundred and fifty-six (156) on the Plan.
- Q. Each Lot shall be required to install an enhanced septic system, or other technology as it becomes available, to insure the nitrogen loading from each system will be no more than nineteen (19) milligrams per liter per year.

- R. Violation of Law: Any violation within the Property of any state law or Town of Oak Bluffs By-Law or any regulations pertaining to the ownership, occupation or use of the Property is hereby declared to be a violation of these Covenants.

## II. OPEN SPACE AREA, THE ROAD, NO CUT ZONES AND EASEMENTS

### A. Open Space Area

The Open Space Area consists of the area defined on the Plan as “Open Space 1”, “Open Space 2” and “Open Space 3”, collectively referred to herein as “Open Space Area”. Open Space 1 and Open Space 3 shall remain in a natural wooded state. Open Space 2 shall remain in an undeveloped and naturally vegetated state. Each Lot shall have the appurtenant right and easement to use the entirety of the Open Space Area for quiet passive recreational purposes, such as, by way of example and not limitation, nature study. No motorized bikes or other motorized vehicles may be used in the Open Space Area except as may be necessary for the maintenance of the Open Space Area. No structure or other improvement of any kind or nature shall be constructed, placed or maintained within the Open Space Area except for the Pond and infrastructure necessary to the Pond’s operation. As used herein, the “Association” shall refer to the “Association” referred to in Section 3, below.

The Open Space Area shall be managed by or on behalf of the Association, based upon the guidance provided by a conceptual management plan delineating the general extent of woodland versus grassland or other types of natural habitats the Association desires for Open Space 2. Such management plan to be acceptable to the Town of Oak Bluffs Planning Board or the Martha’s Vineyard Commission prior to the conveyance by the Owner of more than nine (9) Lots.

The proposed Pond shown on the Plan shall be completed by the Owner **prior to the conveyance by the Owner of more than nine (9) of the Lots** and maintained by the Association. The Owner and Association shall comply with requests from the Town of Oak Bluffs to temporarily halt the pumping of well water for the Pond.

### B. Road

Each Lot on the Plan shall have the appurtenant right and easement to use the Road for all purposes for which streets and ways are used in the Town of Oak Bluffs, subject, however, to the terms and provisions of this Declaration. Within the Road, no person, other than the Association, defined in Section 4, below, shall construct, reconstruct, refinish, or maintain any improvement upon or within the Road, or excavate, fill or change the natural or existing drainage of the Road.

### C. Special Ways

The Special Ways trails that course through the Open Space Areas and portions of Lots and roads, as shown on the Plan, or as may be realigned by the Oak Bluffs Planning Board, shall be open for use by the public for passive recreation as trails. No motorized vehicles shall use the Special Ways, except where the road or Lot driveways cross them, or when necessary to maintain the Special Ways.

The Association shall be responsible for keeping said special ways in a condition that allows such public use. Should the Association fail to maintain the Special Ways in such passable condition, upon 30 days prior written notice to the Association, the Town of Oak Bluffs or its agents may enter the premises with such equipment and machinery as may be necessary to make the ways passable to the public.

D. No Build and No Cut Zones

In addition to restrictions identified in Section IA, above, there will be a 100' "No Build Zone" on Lots 12, 13 and 14 as shown on the Plan and on Plan attached hereto. The owners of said Lots 12, 13, and 14 shall have deed restrictions preventing construction in said "No Build Zone", and further a restriction that the first 50' of the "No Build Zone" from the Lot boundary in, shall be a "No-Cut" zone.

There shall be a 50' "No Cut Zone" on Lots 1 through 10, as shown on the Plan.

There shall be a no cut zone extending 15' from both sides of the center line of the Special Ways.

E. Relationship to Conditions of Development Permits

The covenants, restrictions and provisions set forth in this Amended and Restated Declaration of Restrictions Covenants and Road and Open Space Maintenance Provisions are in addition to, and do not supersede, the terms and conditions, including conditions with respect to Open Space and public access over Special Ways, set forth in (i) the decision of the Martha's Vineyard Commission dated April 16, 2004 and recorded in the Dukes County Registry of Deeds, Book 966, Pages 165 through 178 (the "original MVC decision"), (ii) the modification to the original MVC decision dated January 21, 2016 and recorded in the Dukes County Registry of Deeds, Book\_1399, Page 899, (iii) the decision of the Oak Bluffs Planning Board dated \_\_\_\_\_, 2005 with respect to the definitive subdivision plan dated May 16, 2005 and recorded in the Dukes County Registry of Deeds in Plan Book 15, Page 36 and (iv) any amendment to the decision of the Oak Bluffs Planning Board (collectively, the "permit conditions"). The permit conditions remain in full force and effect. The deed to each of the Lots shall contain the language that "the Grantee is subject to the permit conditions and agrees to execute any and all documents necessary to comply with the permitting conditions including, but not limited to, subdivision covenants, documents relating to Association, "common scheme" documents, conservation restrictions, affordable housing documents and restrictions and easements."

Without limiting the generality of the foregoing, these covenants and the permit conditions impose upon the Premises and the Association the burden of (i) maintaining each of the Open Space areas described in the permits and shown on the approved subdivision plan(s), (ii) completing and maintaining the pond area shown on the approved subdivision plan(s), and (iii) maintaining and keeping open for public access the special ways described in the permits and shown on the

approved subdivision plans.

### III. ORGANIZATION

#### A. The Association & Powers, Duties, Rights and Obligations

There shall be a neighborhood association, known as The Preserve Association (the "Association") to manage and be governed by the terms and provisions of this Declaration. The Association may elect to form a non-profit corporation under the provisions of Chapter 180 of the Massachusetts General Laws, or any other entity deemed by it to be appropriate, in which event, all rights, obligations and duties shall be assigned to such non-profit entity.

The Association, subject to and in accordance with the provisions of this Declaration, shall have, in addition to those necessary or implied in this Declaration, the following duties, rights and obligations:

- a. To provide for the operation, improvement and maintenance of the Road, the Open Space Area, the Pond and equipment used therein, the easements, and all facilities and other improvements thereon;
- b. To pay all real and personal property taxes and assessments, if any, levied upon the Road, the Open Space Area, or any improvements thereon;
- c. To obtain and maintain in full force and effect such insurance as the Association shall deem necessary to protect the Association and the Lot Owners from loss by reason of fire or other casualty and from liability to persons or property;
- d. To make reasonable rules and regulations for the use, enjoyment and safety of the Open Space Area, the Pond and the Road, so long as the rules and regulations are consistent with the covenants, restrictions and agreements set forth herein. Said Rules may restrict and govern the use of the Open Space Area, may include parking restrictions and limitations, limitations upon vehicular travel, restrictions on the type or types of vehicles that may travel over the Road, restrictions on the maintenance or landscaping or other improvements on any part of the Premises provided, however, that such rules and regulations shall not substantially interfere with the rights of the owner of any Lot to use, manage and maintain their property as permitted in this Declaration. Notice of the rules, as they may from time to time be adopted, amended or repealed, shall be given to each Lot owner and may, but need not be, recorded in the Dukes County Registry of Deeds. Upon the giving or such notice and/or recordation and filing said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.
- e. To establish fines for violations of the terms and provisions of this Declaration and for violations of any rules and regulations established by the Association;
- f. To levy and collect Common Assessments from the owners of the Lots and any fines assessed to a Lot owner;
- g. To enforce the terms, provisions and obligations created by this

Declaration;

- h. To grant easements and such other rights as may be required by governmental agencies or utility companies for the purpose of constructing, erecting, operating or maintaining the Road and the Common Utilities; and
- i. To employ a manger and such other employees as are necessary to carry out the responsibilities and duties of the Association.

B. Members/Membership

The members of the Association shall consist of the holders of the fee interest, both legal and equitable, for each Lot and one Membership shall be appurtenant to each Lot. One vote shall be allocated to each Membership. Any owner of a Lot or representative thereof by written proxy shall be entitled to cast the vote of such Lot.

C. Officers

Initially, the Association shall be managed by the Manager of The Preserve, LLC, until a minimum of fourteen (14) lots are sold as President of the Association. Once a minimum of fourteen (14) lots have been sold, with a vote by the Membership, the Association shall be managed by a board of three Officers; namely, a President, a Treasurer and a Clerk. All Officers must be members. Actions by the Officers shall require a majority thereof. The Officers may adopt reasonable rules for its conduct and allocate duties to individual Officers.

At the annual meeting of the Association, the Membership shall elect the Officers. Any Officer may resign at any time upon written notice to the other Officers, or a majority of the Membership may remove an Officer. The Officers will not be entitled to compensation for services rendered to the Association, but will be entitled to reimbursement for any reasonable expenses incurred on behalf of the Association. Any reimbursable expense greater than \$1000 shall require the prior consent of the Officers; any reimbursable expense greater than \$5000 shall require a majority vote of the Membership at a duly called meeting of the Association.

D. Meetings

An annual meeting shall be held at a place, time, and date in the summer season as designated by the Officers, or in default thereof, at 10:00 am on the last Saturday in June at the Open Space Area. In the discretion of the Officers, participation by a member at any meeting may be held by telephone conference or otherwise. A special meeting may be called by the Officers or by any three Members, upon reasonable notice to the Membership which notice shall contain the reason for such special meeting. Notice of any meeting of the Association shall be mailed to the Membership at least thirty (30) days in advance thereof.

At any meeting of the Association, a majority of the Membership shall constitute a quorum and, unless otherwise provided for herein, a majority of the Membership voting shall decide any question.

E. Budgets

The fiscal year for the Association shall be from July 1 to the following June 30. Prior to the annual meeting, the Officers shall provide to the Membership, in addition to other matters to be acted upon, a proposed budget for the anticipated expenses for the upcoming fiscal year which shall include, in part and as applicable, the anticipated expense for insurance and the upgrade, repair, replacement, care and maintenance of the Open Space Area and any improvements thereon, the Common Utilities, the Road and all easements. At the annual meeting, the Association shall adopt the Association's budget as it may be amended or supplemented. Each Membership shall be responsible for its allocable share of the amount so budgeted regardless of whether a Lot appurtenant to such Membership is improved or vacant.

Within 30 days after the adoption of the budget, the President and/or Secretary shall send to the Membership a copy of the budget, together with a statement for their allocable share of the amount so budgeted. If, at any time, the budget proves inadequate for any reason, the Officers or any four Memberships may call a special meeting to determine whether to assess a special assessment which amount, upon adoption, shall be assessed to each Lot in the same manner as the annual budget. Collectively, any special assessment and regular assessment shall hereinafter be referred to as the "Common Assessments".

F. Collection of Common Assessments

All Common Assessments shall be due and payable within thirty (30) days after the date that the statement has been sent to each Membership. Any Membership that fails to pay its Common Assessment when due shall also be liable for any monies expended by the Association, including reasonable attorneys fees and Court costs, to collect such Common Assessment. All such costs of collection may be collected in the same manner as the Common Assessments. Common Assessments levied hereunder, together with interest thereon and all reasonable costs of collection thereof, including reasonable attorney fees, shall be a continuing lien on the Lot owned by the Membership and shall also be the personal and joint and several obligation of the members to whom the Common Assessment is made. Any Common Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per year.

The Association, acting by and through and pursuant to a vote of its Officers, may bring an action at law against a member personally obligated to pay the Common Assessment or foreclose the lien against the member's Lot. The Association may enforce such lien by selling the member's Lot subject thereto to satisfy the same, in the manner provided by law for the foreclosure of mortgages containing a power of sale, provided that notice of commencement of such proceedings is duly recorded in the Dukes County Registry of Deeds and a copy thereof is sent to the



member at the address appearing in the Oak Bluffs Tax Assessor's records for such Lot.

The lien for the Common Assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien on the Lot, but not the obligation of the members owning the Lot assessed for such Common Assessments, as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lots or the owners thereof from liability for any Common Assessments thereafter becoming due or from the lien thereof.

G. Powers of Enforcement

- a. The Association shall have right of entry to any Lot to rectify any violation under this Declaration, including, without limitation, to remove trash or debris, remove unsightly growth or vegetation, remove vessels, vehicles and/or trailers from the property, restore the Lot to its natural state should improvements be made on a Lot without the proper approvals from the Association and/or to remove any structures or improvements on a Lot that are not in conformance with the terms and conditions of this Declaration, including the provisions of the The Preserve Architectural Approval. Should the Association enter any Lot or Lots to rectify said violations all expenses incurred by the Association in rectifying said violations shall be at the sole expense of the Lot Owner and shall be a continuing lien on the Lot and shall also be the personal obligation of the Lot owner.
- b. The terms and provisions of this Declaration are for the benefit of all the land described herein and shall run with the land. Except as otherwise provided herein, any Lot Owner or the Association shall have the right to enforce any or all of the provisions of this Declaration, including the The Preserve Architectural Approval.

**IV. ARCHITECTURAL APPROVAL**

- A. There is hereby established an Architectural Approval Committee (the "AAC") which shall consist of at least three persons, each owning or having an interest in a separate Lot. The initial member shall be the Manager of The Preserve, LLC, who shall serve until its successor is appointed pursuant to the following paragraph.

The right to appoint and remove all members of the AAC shall be vested solely in the Association, pursuant to a majority vote of the Association. Notice of any appointment and/or removal shall be in writing, signed by the Clerk of the Association, accepted, if applicable, by the person so appointed, and recorded with the Dukes County Registry of Deeds.

The AAC shall review all proposals for Improvements, defined in subparagraphs B, C, D, and E below, and issue written determinations, including certificates of approval or denial.

- B. Any owner of a Lot proposing to erect, place or construct any building, fence or other structure or improvement of any kind or additions thereto or alterations thereof which shall include driveways and retaining walls, but not be limited thereto (the "Improvements"), except for such maintenance which does not alter the size, color or architectural style of any such building, fence or other structure or improvement, shall first apply to the Architectural Approval Committee (the "AAC") by delivering to the AAC a written description of the nature of the proposed Improvements together with such of the following documents and information as are pertinent:
- a. A site plan of the Lot showing the location of existing and proposed Improvements, including driveways and walkways, and any modifications thereof;
  - b. Elevations of all proposed Improvements;
  - c. A description of exterior materials and colors for the proposed Improvements;
  - d. Those documents and plans included in The Preserve Design Guidelines (which may or may not be adopted by the Association and if not so adopted must simply comply with the terms stated herein); and
  - e. The intended use of the proposed Improvement.
- C. The AAC shall grant the requested approval if it finds, after consideration of the items set forth above and such other matters contained in or implied by this Declaration, that the proposed Improvements comply with these Covenants and The Preserve Design Guidelines, that shall be available upon request; and
- a. The principal dwelling shall contain a minimum of 3500 square feet of livable floor space. As used herein, "livable floor space: shall include a heated floor area with a ceiling height of at least seven feet above the finish floor; basements and garage spaces shall not be included, excepting finished space above an attached garage that meets the foregoing standards;
  - b. All roofs shall be finished preferably in wood shingles, however, other styles shall be considered pursuant to The Preserve Design Guidelines.
  - c. All exterior finishes and paints shall be muted or natural earth tones;
  - d. All siding shall be either cedar shingles or wood clapboards; no vinyl or aluminum siding
  - e. All windows and doors must be cased in wood that is at least 1" x 4" stock;
  - f. All exterior portions of any chimney or fireplace shall be either brick or natural stone;
  - g. To the maximum extent practical, all cables, pipes, conduits, apparatus, devises and fixtures for the provision of electricity, water, telephone and cable television service and any other utility services now or in the

future located on a Lot shall be placed underground; and

- h. The proposed Improvement complies with all applicable laws, by-laws, rules, codes or regulations and the terms and provisions of this Declaration.

D. All approvals for proposed Improvements by the AAC shall be in writing but need not be in recordable form; provided, however that any such application for approval which has not been acted upon within sixty (60) days from the date of submission of a complete application shall be deemed approved and a Certificate to that effect signed by any member of the AAC shall be conclusive evidence of such approval. Upon request and after completion of the proposed Improvements as previously approved by the AAC, or at any time thereafter, the AAC shall issue a Certificate, in recordable form, that the Improvements on such Lot have been approved pursuant to the Declaration and are in compliance with such approval(s) and the Declaration.

E. Preliminary Submission. Any Owner or any person considering the purchase of any Lot may at any time submit to the Board a description, with preliminary plans of any proposed Improvements and request of the Board an opinion as to the likelihood of approval by the Board, as provided herein, of plans containing the substance of such description or plans. Any preliminary approval by the AAC shall be in writing but not in recordable form. The preliminary approval shall only be binding upon the AAC should the applicant submit final plans pursuant to paragraph B of this Article IV that are consistent with the preliminary submission.

F. Any approval granted pursuant to this Article IV, including a preliminary approval, shall be valid for three (3) years from the date of issuance and may be renewed for up to two (2) additional periods of one (1) year subsequent to the expiration of the initial three (3) year period subject to the following: a) the applicant shall have delivered a written request to renew same to the AAC not earlier than three (3) months prior to the expiration of the initial three (3) year period or any extended period, if extended, and not later than one (1) month prior to the expiration of the initial three (3) year period or any extended period, if extended; and b) the granting of the renewal shall not conflict with any provision in this Declaration, as amended, as determined in the sole discretion of the AAC.

G. Once any Improvement has commenced (which shall mean, without limitation, removal of trees, excavation, brushcutting, installation of utilities and/or septic systems, and/or actual construction) the owner of the lot shall proceed diligently to complete said Improvement in a timely, reasonable manner. If the said Improvement is not completed within eighteen (18) months or having been completed does not comply with the approval therefore given by the AAC, the AAC shall report the matter to the Officers of the Association, and the Officers after a hearing, which may be telephonic, may direct the lot owner to remedy the non-compliance or remove the improvement. If the owner does not comply with the order of the Officers within the period set forth in the order, the Officers, and/or their agents, may either enter the property and remove the non-complying

improvement or remedy the non-compliance. The lot owner shall reimburse the Association for all reasonable expenses incurred in connection therewith.

## **V. AMENDMENTS**

This Declaration may be amended, in whole or part, in writing signed by at least six (6) Memberships. No such amendment shall by contrary to the terms and restrictions of the regulatory approvals identified in Section I.E. No such amendment shall be effective until notice thereof is recorded with the Dukes County Registry of Deeds. No amendment shall be effective as to any Lot where such amendment creates new burdens, restrictions or limitations particular to such Lot, and not generally to all Lots on the Plan, without the consent by the owners of the Lot so affected.

## **VI. SEVERABILITY**

Each of the terms and provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any term or provision or portion thereof shall not affect the validity or enforceability of any other term or provision.

## **VII. MISCELLANEOUS**

To the extent that any provision contained in this Declaration is deemed to constitute a restriction subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then such restrictions shall be binding upon the parties hereto for a term of three hundred (300) years beginning on the date of the recording of this Declaration and shall remain in full force and effect in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, including those provisions permitting the extension of the period of enforceability of said restrictions by the recording of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions. Covenant restrictions required by the terms and restrictions of the regulatory approvals identified in Section I.E shall not be subject to the expiration provisions of this section.

This Declaration is executed under seal on the date first written above.

**THE PRESERVE AT THE WOODLANDS LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Paul Adamson  
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_  
County, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Paul Adamson proved to me through satisfactory evidence of identification which were personal knowledge / driver's license / passport / other: \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: