

Dukes - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 4/23/2018 5:50:50 PM

| Doc# | Document Type | Town | Book/Page | File Date | Consideration |
|---|-------------------------|------|-----------|------------|---------------|
| 1450 | DECLARATION OF TRUST | | 00495/500 | 03/10/1988 | 0.00 |
| Property-Street Address and/or Description | | | | | |
| Grantors | | | | | |
| FLANDERS FARM CORP | | | | | |
| Grantees | | | | | |
| DECLARATION OF PROTECTIVE COVENANTS | | | | | |
| References-Book/Pg Description Recorded Year | | | | | |
| 00699/592 AMEND 1997, 01133/635 CERT 2007, 01245/550 AMEND 2011 | | | | | |
| Registered Land Certificate(s)-Cert# Book/Pg | | | | | |

Amendment

6991/592

495500

DECLARATION OF PROTECTIVE COVENANTSPREAMBLE

This Declaration of Protective Covenants is made on this 24th day of December, 1987 by Flanders Farm Corp. (Grantor herein), a Massachusetts Corporation with a usual place of business at 58 Commercial Wharf, Boston, Massachusetts, as owner of certain real estate in the Town of Chilmark, Dukes County, Massachusetts (Property herein), being more particularly described in Article II hereof.

It is the intention of the Grantor, in furtherance of a plan for the improvement and sale of the Property, to sell and convey all of said Property subject to the conditions, limitations, and Covenants (Covenants herein) as set forth in this Declaration of Protective Covenants (Declarations herein).

It is the purpose of these Covenants to provide an outline for development of the Property for Single-Family Residential Use consistent with the Grantor's intention to preserve and protect the natural beauty, open and wooded character, and to reintroduce the agricultural utilization of portions of the Property for the benefit of its future Owners as well as for the benefit of the residents of the Town of Chilmark. The provisions of this Declaration shall be understood and construed to accomplish those objectives. Every person, by acceptance of his or her Lot does thereby agree to be bound by the Covenants contained in this Declaration.

Article I

DEFINITIONS: Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

GRANTOR: The term "Grantor" shall mean Flanders Farm Corp. or its nominees, successors and assigns.

RESIDENTIAL LOT: The term "Residential Lot" shall mean each numbered parcel of the Property which is shown on the Plans as a numbered Lot.

YOUTH LOT: The term "Youth Lot" shall mean the 2.85 acre (plus or minus) parcel of the Property which is shown on the Plans as a Youth Lot and which does not conform to the minimum lot size required by the Town of Chilmark Zoning By-Laws.

4958501

FARM LOT: The term "Farm Lot" shall mean each parcel of the Property which is shown on the Plans as a numbered Farm Lot.

OPEN SPACE LOT: The term "Open Space Lot" shall mean each parcel or Property which is shown on the Plans as a numbered Open Space Lot.

DRIVEWAY EASEMENT: The term "Driveway Easement" shall mean each area of the Property which is shown on the Plans as a "lettered" Driveway Easement.

AGRICULTURAL FIELD: The term "Agricultural Field" shall mean each parcel of the Property which is shown on the Plans as a numbered Agricultural Field within a numbered Farm Lot.

MEADOW: The term "Meadow" shall mean each area of the Property which is shown on the Plans as a numbered Meadow within one or more Residential Lots.

BUILDING ENVELOPE: The term "Building Envelope" shall mean the area within the numbered Residential Lot, Youth Lot, and Farm Lot #1, within which above-ground Improvements relating to Single-Family Residential Use must be confined.

OWNER: The term "Owner" shall mean the person or persons whose interest in a Lot aggregates a fee simple absolute title thereto.

PERSON: The term "Person" shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, executor, or entity which has the right to hold title to real property.

PLANS: The term "Plans" shall mean Plans entitled "Definitive Plan of NORTH TABOR FARM (formerly Flanders Farm), CHILMARK, MASS., Surveyed for FLANDERS FARM CORP., April 22, 1987, Scale 1" = 100' Dean R. Swift Engineering/Surveying P.O. Box 2350 Vineyard Haven, MASS.", and "Easement and Covenant Plan of NORTH TABOR FARM (formerly Flanders Farm), CHILMARK, MASS. Surveyed for FLANDERS FARM CORP., April 22, 1987, Scale 1" = 100' Dean R. Swift Engineering/Surveying P.O. Box 2350 Vineyard Haven, MASS.", recorded with the Dukes County registry of Deeds in Plan ~~Book Chilmark Page Case~~, and Plan ~~Book File~~, Page 230, and as they may be revised from time to time.

IMPROVEMENT: The term "Improvement" shall mean and include all buildings, out-buildings, garages, carports, sheds, walls, stairs, decks, poles, signs, driveways, tennis courts, swimming pools and structures of every type and kind including fences.

44859502

SINGLE-FAMILY DWELLING: The term "Single-Family Dwelling" shall mean a detached house designed and used as a residence for a single family including any appurtenant attached or detached garage or carport or similar out-building not suitable for habitation.

SINGLE-FAMILY RESIDENTIAL USE: The term "Single-Family Residential Use" shall mean the occupation or use of a Single-Family Dwelling in conformity with the requirements of the zoning By-Laws of the Town of Chilmark and applicable state, county, and other municipal or regional rules and regulations.

RESIDENTIAL AREA: The term "Residential Area" shall mean those areas of the Property designated on the Plans as numbered Lots #1 through Lot #18, and the Youth Lot.

COMMON AREA: The term "Common Area" shall mean those areas of the Property designated on the Plans as Open Space Lots and Roads.

ROADWAY AREA: The term "Roadway Area" shall mean those areas of the Property designated on the Plans as Roads.

COMMITTEE: The term "Committee" shall mean the three member Committee established for the enforcement of these Covenants and for the management of the Common Areas shown on the Plans.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION: The Property subject to this Declaration of Protective Covenants shall be the land in Chilmark, Massachusetts, being Residential Lots #1 through #18, the Youth Lot, Farm Lots #1 through #3, the Open Space Lots #1 and #2, and the Roadway Areas, all as more particularly shown on the Plans described in Article I hereof.

APPROVAL OF GRANTOR FOR IMPROVEMENTS: None of the Improvements permitted in the following Article III, Sections 3A shall be erected, placed or allowed to stand without the prior written approval by the Grantor of the size, plans, specifications, and locations thereof, for a period of not more than two years following the conveyance of the last Residential Lot owned by him. Such approval shall not be unreasonably withheld and a certificate thereof, in a form satisfactory for recording, shall be furnished by the Grantor, if requested by an Owner seeking to erect, place or allow to stand upon any lot any Improvements aforesaid. The Grantor shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans or specifications submitted for his approval.

495503

A. Improvements In Residential Lots: It is the intention of the Grantor to minimize the prominence of all buildings and above-ground Improvements built in the Residential Areas. The placement of lot lines and the use of Building Envelopes ensures that no buildings can be placed on the top of slopes or ridges where they might be silhouetted against the skyline and visible from a distance. To the contrary, the buildings should be downslope from the crest where they can use the hillsides for background. In this siting, the buildings should have natural colors and hues that will blend with the predominant landscape colors. Other considerations such as size and naturalistic shape of clearing of the landscape, the bulk, scale and massing of buildings, and the colors of the roof surface, walls, and trim must be carefully considered to minimize the impact of the Improvements on the landscape.

B. Improvements in Open Space Lots: It is the intention of the Grantor that the Open Space Lots shall be perpetually devoted to maintaining the existing character of the underlying landscape by preventing unpermitted clearing or development of any kind. These Lots are intended to protect flood storage and water purification that are associated with the underlying wetlands and to protect the existing wildlife habitat associated with the underlying wetland plant communities. Additionally, the two Open Space Lots provide the amenity of open space and in the case of Open Space Lot number 2, a wooded buffer between the proposed development and neighbors to the northwest and northeast. No Improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand on the Open Space Lots except as provided or allowed herein.

(i) Those Improvements relating to the prior rights of the citizens of the Town of Chilmark, as they have existed or may exist, for passage along Holman Road, an Ancient Way, shown as a forty (40) foot easement over Open Space Lot #2 as shown on the Plans.

(ii) Those Improvements relating to the construction and maintenance of underground utility services as may be required to provide services to the Residential Areas.

(iii) Those Improvements relating to the construction and maintenance of the Roadway Areas and their appurtenances as shown on the Plans including any such drainage structures and ways as the Grantor and the Town of Chilmark may deem appropriate.

C. Improvements in Farm Lots: It is the intention of the Grantor that the Farm Lots provide an intermediary use between the North Road Chilmark Roadside District and the development of the interior of Property. The Agricultural Fields shown on the Plans will be used to grow field crops, such as grapes and blueberries. In addition to the production of agricultural crops, these fields are intended to provide a number of other

P4950504

positive attributes. These include visual diversity, openness and visibility with reference to a past agricultural heritage. The fields will further serve to insure that the underlying resource areas will not be subjected to other construction or more intensive use and will continue to serve local wildlife communities by providing open field habitat and additional ecotonal or edge habitat. No Improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand on the Farm Lots, except as provided or allowed herein:

(i) Those Improvements relating to the construction and maintenance of underground utility services as may be required to service the Residential Areas or the Building Envelope on Farm Lot #1, or to service any agricultural use on any Farm Lot, or Lots as shown on the Plans.

(ii) Those Improvements relating to the construction and maintenance of an on-site water supply and an on-site waste disposal as necessary for the construction anticipated within the Building Envelope on Farm Lot #1.

(iii) Those Improvements relating to the construction and maintenance of a single driveway for access from the Roadway Area to the Building Envelope on Farm Lot #1.

(iv) Those Improvements relating to the construction and maintenance of posts, trellises, pipes, lines, and those other improvements necessary for the planting, cultivation, irrigation, and harvesting of the chosen grasses or crops, providing that such Improvements are of an "open design" so as not unreasonably to impair scenic vistas from or across the Property.

(v) Those Improvements within the Building Envelope on Farm Lot #1 relating to the construction and maintenance of a Single-Family Dwelling, and its appurtenances as may be necessary to protect machines and equipment employed in the production of crops or the maintenance of the Property. The location and construction of such Improvements is governed by the Grantor's Approval as described in Article II.

(vi) Those Improvements relating to the construction and maintenance of any unpaved "farm" road or lane which may be incidental to the planting and cultivating of grasses, crops or the grazing and care of animals, as permitted by these Covenants.

(vii) Those Improvements relating to the construction and maintenance of open wire mesh or rail type fencing necessary for the controlling of animals or for the controlling of access to the Agricultural Fields, providing that such fencing is of an "open design" so as not to impair scenic vistas from or across the Property.

04950505

(viii) Those Improvements relating to the construction and maintenance of the Roadway Areas shown on the Plans together with such drainage structures, ways, and appurtenances as the Grantor and/or the Town of Chilmark may deem to be appropriate.

D. Improvements in Roadway Areas: It is the intention of the Grantor that the Roadway Areas function as an integrated landscape element giving access to the Lots. The road system, while providing a variety of experiences in both horizontal and vertical alignment, has been arranged as a route that frequently passes out of woodlands into open spaces associated with fields and meadows and then back into woodlands again. Its alignment provides varied experiences in light and shade as well as openness and enclosure. Ultimately, after passing through this set of experiences, the road system branches out into three deadend spurs which terminate in turnarounds. In addition to ending the various branches, the turnarounds provide a focus for small communities of two (2) to four (4) Lots at the end of the road system. Access from the road system to homes built on the individual Lots will often be shared by use of the Driveway Easements shown on the Plans. As with the alignment of the road system itself, the alignment of both shared and single driveways shall be curved to fit the shape of the land and to insure visual separation between the roadway area and the individual homes located within the Building Envelopes. No Improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand in the Roadway Areas except as provided or allowed herein;

(i) Those Improvements relating to the construction and maintenance of the road surfaces, associated clearings, drainage structures and ways and appurtenances, underground utilities, landscape Improvements, and such other Improvements allowed and permitted by the Definitive Plan Approval the of Property by the Town of Chilmark Planning Board.

(ii) Those Improvements relating to the construction and maintenance of underground utilities to service the Residential Areas or the Agricultural Fields.

(iii) Those Improvements relating to the construction and maintenance of single or shared driveways providing access from the Roadway Areas traveled surfaces to the Lots.

(iv) Those Improvements relating to the construction and maintenance of a single structure, provided or approved by the Grantor, for the deposit of mail and/or newspapers for the Lots.

(v) Those Improvements relating to the construction and maintenance of fences or other barriers, to be approved by the Grantor, as may be necessary to prevent vehicular access to Holman Road.

B-4850506

ARTICLE III

1. LAND CLASSIFICATIONS: The Property has been divided into the following use classifications.

- A. Residential Areas
- B. Common Areas
- C. Roadway Areas
- D. Farm Lots

2. PERMITTED USES AND RESTRICTIONS: Each Lot or Area within the Property shall be for the exclusive use and benefit of the Owner(s) thereof, subject, however, to all of the following limitations of use and Restrictions.

A. Use of Residential Areas: The Residential Areas may be improved and shall be devoted exclusively to Single-Family Residential Uses as may be further restricted and controlled by the Town of Chilmark Zoning By-Laws and any further conditions made part of the Definitive Plan Approval of the Property.

B. Use of Common Areas: The Common Areas shall not be improved, except as allowed herein, and shall be devoted to open space as described herein.

C. Use of Roadway Areas: The Roadway Areas, except for Holman Road (an Ancient Way) shall be used by any Owner for all purposes for which roads and streets may be used in the Town of Chilmark. All costs for maintenance of the Roadway Areas shall be the responsibility of the Owners, and the Roadway Areas shall be managed and maintained by the Committee with costs equally allocated as provided herein. Holman Road, an Ancient Way of established significance, may not be travelled by any form of motorized vehicle, except for emergency vehicles operated by local authorities. It is the Grantor's intention to provide the Town of Chilmark with a Public Easement over Holman Road limited to pedestrian and horseback passage.

3. RESTRICTIONS:

A. Improvements in the Residential Areas: It is the Grantor's intention to achieve the visual separation of homes one from another by means of topographic features. Consequently, the Residential Areas are located and shaped in relation to the underlying topography. Specifically, they are located within the confines of naturally defined topographic compartments that occur on the site. The property lines which define the Lots are primarily located along the ridges, saddles and swales that comprise the underlying topography. The maintenance of buffers along property lines and road frontages and the control of building placement by use of Building Envelopes and the parallel control of clearing of woodlands will further assist that effort. Consequently, no Improvements other than one Single-Family

04950507

Dwelling together with a garage for the storage of not more than three (3) private automobiles, and such out-buildings, except guest houses, as are customarily appurtenant to Single-Family Dwellings in the Town of Chilmark or convenient to the use of the Lot in a manner consistent with a development of this size and character, shall be constructed, placed, or allowed to stand in the Residential Areas of the Property.

(i) Improvements Within the Building Envelope: All above-ground Improvements, including all buildings, out-buildings, garages, sheds, carports, walls, stairs, deck, fences, poles, signs, tennis courts, swimming pools, and above-ground structures of every kind and type shall be contained within the Building Envelopes shown on the Lots.

(ii) Improvements Outside the Building Envelope: No Improvements of any kind shall be made, erected, placed, or allowed to stand outside of the Building Envelope on each Lot, except for the construction and maintenance of a single or shared driveway necessary for the servicing of the Single-Family Use(s), the construction and maintenance of underground utilities for the servicing of said Single-Family Use(s) including on-site water supplies, on-site waste disposal systems and their appurtenances, and wires and lines for the transmission of energy or information to service the allowed Single-Family Residential Use(s).

(iii) The construction and maintenance of any unpaved "farm" road or lane which may be incidental to the planting and maintaining of grasses or crops or to the grazing and care of animals as permitted in the Meadows.

(iv) The construction and maintenance of "open" wire mesh or rail type fencing no greater than four (4) feet in height above finished grade, as may be required by the planting and cultivation of grasses or crops or the grazing and care of animals as permitted by these Covenants and by the Town of Chilmark Zoning By-laws.

B. Groundwater Protection: No underground storage tanks for fuels or chemicals of any type may be installed or placed or allowed on any part of the Property herein. The commercial application of pesticides, insecticides, fungicides, biocides or other fertilizers is prohibited within the Property, except for the Farm Lots, where only E.P.A. approved chemicals may be used for crop production.

C. Temporary Occupation: No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage or barn or temporary structure of any kind shall be used at any time for a residence on the Property, either temporary or permanent, unless in any specific instance such use shall have been authorized by the Grantor. Temporary buildings or structures for office use or storage during the construction of "Approved"

4950508

Improvements shall not be placed on the Property until a Building Permit has been issued, and shall be removed upon the completion of construction or the expiration of said Permit or the issuance of a Certificate of Occupancy, whichever occurs first.

D. Nuisances: No refuse, rubbish, vehicle parts, junk, waste, fill, stumps, brush or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot which will or may render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other part of the Property, and no activity, structure or device shall be conducted, built or maintained which is or may be offensive or detrimental to any other part of the Property or its Owners or occupants. Those activities incidental to agricultural activities within the Farm Lots shall not be construed as "Nuisances" in the context of this Restriction. Dogs or other household pets shall be considered as "Nuisances" if they interfere with agricultural activities on the Farm Lots. All unregistered motor vehicles shall be garaged and completely hidden from the view of those persons traveling over the Roadway Areas or along North Road or Tabor House Road.

E. Repair of Improvements: No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

F. Trash Containers: No garbage, refuse or trash shall be placed or kept on any Lot, except in covered containers, and said containers shall be garaged or otherwise hidden from the view of those persons traveling over the Roadway Areas at all times, except on the day(s) of collection.

G. Subdivision of Lots: No Lot or Lots shall be divided or subdivided in any manner which would increase the planned residential density beyond the twenty (20) permissible Single-Family Dwellings which may be constructed on the Youth Lot, Farm Lot #1, and Residential Lots #1 through #18.

H. Removal and Disturbance of Earth: No loam, peat, gravel, sand, clay, or other mineral resource of any kind shall be excavated or removed from the Property in such a manner as to affect the surface thereof, except in conjunction with the construction of allowed Improvements. At all times during said construction when the surface of the Lot or Property is disturbed, the Owner or his agent shall undertake adequate siltation and erosion protection measures in accordance with good landscaping and construction practices such as those listed in the "USDA Soil Conservation Service Guidelines".

I. Surface Drainage: All surface drainage created or altered by runoff water resulting from the construction of Improvements shall be contained on the Lot upon which the

04950509

construction has taken place, or shall be directed to flow into either the Common Areas or the Roadway Areas, with care provided in accordance with the procedures referred to in "H" above.

J. Recreational Vehicles: No motorized recreational vehicles of any kind may be operated on the Property.

K. Exceptions for Grantor: Nothing contained in these Covenants shall be construed to prevent the erection or maintenance by Grantor or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of the Property and in accordance with the Chilmark Zoning By-laws. All such structures or signs shall be removed by the Grantor no later than the date of the sale of the last Residential Lot owned by the Grantor.

L. Horses: No more than two (2) horses shall be maintained on any one Residential Lot. No horses may be maintained on the Youth Lot, unless specifically allowed and approved by the 2/3 or greater majority of the Owners of the numbered Residential Lots.

M. Tree Removal: No commercial harvesting of forest products shall be allowed on the Property, and "clear-cutting" and other "de-nuding" shall be prohibited, except if in conjunction with the Grantor's construction of the roads, fields, and other elements of the Plan for the Property. Further tree clearing in various areas shall be controlled and limited as follows except for the minimum amount of clearing and cutting necessary for the construction and maintenance of allowed underground utilities including on-site water supplies, on-site waste disposal systems, wires and lines for the transmission of energy and information, and construction of driveways and allowed Improvements.

(i) North Road: No clearing or cutting other than pruning shall take place within a twenty (20) foot setback from the North Road layout along the Farm Lots and the Open Space Lot so as to maintain the existing hedgerows, except that at Farm Lot #1, and #2, clearing may extend up to any stone wall along the North Road layout.

(ii) North Road/Tabor House Road: No clearing or cutting other than pruning shall take place within a one hundred (100) foot setback from the North Road layout and the Tabor House Road layout along the Youth Lot, Lot #1 and a portion of Lot #2.

(iii) Roadway Areas: No clearing or cutting other than pruning shall take place within a one hundred (100) foot setback from the Roadway Areas along the numbered Residential Lots, except that this setback distance is reduced to a minimum of eighty (80) feet for Lot #3, Lot #8, Lot #7, Lot #11, and Lot #17.

EX-495PC510

(iv) Farm Lot #1: No clearing or cutting other than pruning shall take place within a ten (10) foot setback from the Roadway Area along the frontage of Farm Lot #1 so as to maintain a hedgerow buffer. Additionally, no clearing or cutting other than pruning shall take place within a one hundred foot setback on said Lot along its boundary with Lot #3.

(v) Holman Road: No clearing or cutting other than pruning shall take place within an eighty (80) foot setback from the Holman Road layout over the abutting Lots.

(vi) Building Envelopes: In conjunction with anticipated or allowed construction of Improvements within the Building Envelopes, the Owners may clear as much as 70% of the area within said Envelopes; further selective cutting in accordance with good forestry practices directed at improving the quality of the woodlands and enhancing the natural beauty of the Lots is encouraged. The Building Envelope on the Youth Lot and Farm Lot #1 may be cleared over the total area.

(vii) Lot Woodlands: Those areas of the numbered Residential Lots which are not within the Building Envelope may not be cleared except in those areas where the Envelope nearly abuts an existing Meadow as shown on the Plans and approved by the Grantor. Grantor reserves the right to construct, install, or approve of additional Meadows on any of the Residential Lots. Selective cutting of Lot Woodlands in accordance with good forestry practices directed at improving the quality of the woodlands and enhancing the natural beauty of the Lots is encouraged, provided that sound trees and bushes serving as buffers along the lot lines are maintained wherever possible.

N. Sightlines and View Easements: It is the Grantor's intention that all views as they exist at the time of completion of the Subdivision Improvements shall be preserved, subject only to the limited impact of the allowed construction of Improvements. No Owner over whose Lot a view exists shall deliberately endeavor to plant or cultivate any plant material which will diminish the prior existing views of another Lot Owner. Acting under the provisions of Article II concerning Approvals, the Grantor shall consider the protection of views as they may be affected by the placement and height and form of proposed Improvements.

O. Damage to Travelled Surfaces: Any damages caused to the Roadway Areas or to those areas within the Driveway Easements by any Owner or his agents or guests, resulting from construction or any activity other than routine residential use shall be assessed against said Owner and promptly repaired at his expense.

P. Parking: Parking of vehicles within the Roadway Areas and within the Driveway Easements is prohibited.

P-4953511

Q. Construction of Improvements: No construction of Improvements as allowed in Article II or upon expiration of said review shall take place without the issuance of a Building Permit and all other appropriate and necessary Permits from the Town of Chilmark. No excavation or site preparation may take place prior to such issuance except as required for work necessary for the proper design of any such Improvements. No building materials, tools, or equipment may be placed, stored or allowed to stand on any Lot unless a Building Permit is in effect during the time of such storage, and any such storage must be terminated upon the lapse of the Building Permit or issuance of a Certificate of Occupancy, whichever occurs first. In any event, all exterior surfaces of any such construction must be 100% completed within six months of the issuance of the Building Permit for said construction, and within twelve months in the case of the Youth Lot.

R. Driveway Easements: Driveways to those Lots provided with Driveway Easements must be located within said Easement Areas as shown on the Plans. The fee to that portion of the Driveway Easement which lies within a given lot will be in the individual Lot Owner, subject to the benefit of the abutting Lot Owner, for all purposes for which roads and streets are used in the Town of Chilmark, except as may be further restricted by these Covenants. The costs of maintaining and repairing these Driveway Easements shall be shared equally by the beneficiaries thereto, and all costs thereof shall be so divided and paid in a timely fashion.

S. Guest Quarters: Construction on each of the Residential Lots will be limited to one Single-Family Dwelling within which any guests may be accommodated. Attached or detached apartments, guest houses, and structures of any kind and type containing sleeping facilities are expressly prohibited on the Property.

T. Agricultural Fields: Agricultural Fields shown on the Plans shall be maintained as cultivated or cleared land and shall not be allowed to revert to woodland or transitional woodland.

ARTICLE IV

OWNERSHIP AND MANAGEMENT OF COMMON AREAS: In accordance with the provisions of the declaration of Protective Covenants, the Common areas shall be owned and managed as provided by this Article. In the event that the Town of Chilmark and the Grantor elect not to dedicate the fee in the Roadway Areas to the Town of Chilmark, said areas shall become, for purposes of this Article, additional Common Areas.

1. Ownership: Ownership of the Common Areas shall be divided equally between the numbered Residential Lot Owners and each Owner shall have conveyed to him or her a one-eighteenth (1/18) interest in the Common Areas at such time as title to the Lot is

4950512

conveyed. The Grantor or the Residential Lot Owners reserve the right to convey the fee to the Common Areas or any portion(s) thereof, subject to the provisions of this Declaration.

2. Control: At such time as twelve (12) of the numbered Residential Lots have been conveyed by the Grantor, Grantor shall then act as the Owner of the remaining six Lots which have not been conveyed, and the collective Owners shall then select three Lot Owners, of which the Grantor may be one or more, to serve on a three member Common Area Committee. The Committee shall then represent the collective interests of the Owners in managing the Common Areas and shall exercise those duties and functions as set forth herein.

3. Common Area Committee Terms: Each member of the Committee shall serve a two (2) year term, except for the original three members. Of these three, one shall serve a one (1) year term, one shall serve a two (2) year term, and one shall serve a three (3) year term. The original three members shall determine which member shall serve which initial term.

4. Elections: Upon the completion of any said term, the Owners shall elect a new member to the Common Area Committee or re-elect the member whose term has expired, for a new two (2) year term. There shall be no limit to the number of terms which may be served by any one Owner. Election procedures will be determined by the original three member Committee. In the event of a resignation at mid-term, the Owner shall elect a replacement member to serve for the remainder of that term.

5. Management by the Committee: The Committee shall have the right to make such reasonable rules and regulations and to undertake such endeavors as to properly carry out the following activities:

a. The regulation of activities within the Common Areas in accordance with the provisions of these Covenants and the needs of the Owners in conformance thereto.

b. The maintenance of the Common Areas for the activities selected by the Owners in conformance with these Covenants.

c. The enforcement of any of the Covenants contained herein.

d. The collection of maintenance charges or other costs incurred in the performance of the authorized activities of the Committee.

6. Shared Costs: Each Owner shall have an equal ownership interest in the Common Areas. He shall be responsible for an equal share of the costs arising from the ownership of said areas. The Committee shall prepare an annual budget and shall assess a regular fee to each Owner for any such costs in excess

4957513

of any income that may be derived from approved activities or endeavors within said areas. Any such costs or charges shall constitute and create liens or encumbrances upon the Owners' Lots and acceptance of each deed shall be construed as an agreement to pay said charges. The Committee shall have the right to prosecute all actions or suits or take any such proper actions which may in its opinion be necessary for the collection of such charges including, without limitation, any actions pursuant to Mass. Gen. Laws Ann. Ch. 84, Section 12 or any other pertinent statutes, laws, or regulations. The liens hereby reserved shall at all times be subordinate to the liens of any mortgagees or lenders secured by properly recorded encumbrances.

7. Insurance: The Grantor and subsequent Owners shall maintain liability insurance to protect the Owners against any incidents which may arise through use, authorized or otherwise, of the Common Areas.

8. Environmental Status Report: The Committee shall be responsible for submitting, on an annual basis, an environmental status report to the Chilmark Conservation Commission, Chilmark Planning Board and the Martha's Vineyard Commission. The status report will be in the form outlined in Exhibit A attached hereto and will provide a physical, chemical and biological evaluation of the soil and water conditions found in the subdivision's open fields and fire/farm/wildlife pond and, in the surface water leaving the project area in Roaring Mill Brook and Paint Mill Brook. Environmental conditions shall be monitored within three periods (April 1 to May 15, June 30 to August 15, and October 1 to November 15) each year. The proposed list of tests shall be provided by the Committee to the Land Use Planning Committee for review, amendment and approval. The status report shall be filed prior to the end of the calendar year. If the town boards and the Martha's Vineyard Commission find the testing results unacceptable, the Committee shall be responsible for remedial actions to prevent contamination of said brooks.

ARTICLE V

OWNERSHIP AND OPERATION OF FARM LOTS: In accordance with the provisions of this Declaration; the Farm Lots shall be owned and managed as provided by this Article.

1. Ownership: The Farm Lots shall not be part of the Common Areas, but shall be held in separate ownership by the Grantor.

2. Single-Family Dwelling on Farm Lot #1: Grantor shall construct a single-family dwelling and any appurtenant improvements as defined in Article II(C)(v) on Farm Lot #1. Grantor shall be responsible for the construction of any improvements on Farm Lots that may be required by the provisions of this Declaration. Accessory structures on Farm Lot #1 shall be limited to those defined in Article II(C)(v), and if the lot is sold, the limitation shall be contained in the deed.

5495PC514

The single-family dwelling on Farm Lot #1, if rented, shall be subject to a rent schedule, and, if sold, to a sales price approved by the Dukes County Regional Housing Authority as affordable housing. In order to encourage the interrelatedness of the Farm Lots, the residents of Farm Lot #1, if otherwise qualified, shall be given a preferential opportunity for employment in the farming operation. Moreover, any person employed by Grantor pursuant to Section 3 below, to operate the Farm Lots, shall be given a right of first refusal in regard to any lease or sale of the Farm Lot #1 dwelling subject to approval of said first refusal by the Farm Committee described in Paragraph 3 below.

3. Operation of Farm Lots: Grantor shall be obligated to create, develop and maintain the Farm Lots in accordance with the intention stated in Article II(C) of this Declaration. Grantor shall operate the Farm Lots or shall make reasonable effort to lease the Farm Lots to persons who will conduct farming operations thereon in accordance with sound farming practices, and in accordance with the provisions of this Declaration. It is understood that the Grantor will obtain the services of a qualified farmer to operate the Farm Lots, which person shall be subject to approval of a Farm Committee consisting of the Grantor, one member of the Chilmark Planning Board, one member of the Chilmark Conservation Commission and the Dukes County Agricultural Agent, which approval shall not be unreasonably withheld. Any successor farmer shall be subject to the same approval procedure. Any costs arising from the ownership or operation of the Farm Lots shall be the responsibility of Grantor and/or its lessees and any profits arising from said ownership or operation shall accrue to the benefit of Grantor and/or its lessees.

4. Alternative Use: If the person responsible for operating the Farm Lots makes a written recommendation that the agricultural activities being undertaken are not commercially viable, the Farm Committee shall recommend an appropriate agricultural use and assist Grantor in obtaining the services of a qualified farmer willing to undertake said use. If the Farm Lots are determined to be unsuitable for other agricultural activities then the Grantor shall be responsible for maintaining the Farm Lots as cleared, open meadow. Open meadow usage shall be subject to periodic review by the Farm Committee for possible reinstatement of agricultural activities.

5. Transfer of Ownership: Any conveyance by Grantor of either conservation easements to or the fee interest in the Farm Lots shall be made subject to the provisions of this Declaration. No amendment or repeal of this Declaration shall be valid the intent of which is to alter the interrelatedness of the Farm Lot #1 dwelling and the agricultural use of the Farm Lots as set forth in Section 2 above.

B4950515

ARTICLE VI1. AMENDMENT AND DURATION:

A. Amendment or Repeal: These Covenants, with the exception of those requiring Town of Chilmark action, may be amended or repealed at any time by the written consent of two-thirds (2/3) of the Owners of the Property. Such amendment or repeal shall not be effective until such time as it has been recorded with the Dukes County Registry of Deeds. Notwithstanding the foregoing, no such amendment or repeal shall be valid, the intent of which is to alter the dedication of the Farm Lots or of the Common Areas to any use other than Open Space Lots, or to in any way result in an increase in the residential density of the Property or in the amount of acreage dedicated to Residential Lots.

B. Duration of Declaration: Subject to the provisions of Section 1. Paragraph A of Article VI, hereof, this Declaration shall continue in full force and effect for perpetuity.

2. ENFORCEMENT AND NON-WAIVER:

A. Right of Enforcement: This Declaration is for the benefit of the Property and shall run with the land. Except as may otherwise be provided herein any authorized Board or Agency of the Town of Chilmark or any Owner of any Lot, including the Grantor, shall have the right to enforce any or all of the provisions of this Declaration.

B. Violation of Law: Any violation within the Property of any state law or Town of Chilmark 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.

C. Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

D. Non-Waiver: The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provisions of said Declaration.

3. CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; GENDER:

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

EX-495PC516

B. Singular Includes Plural: Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions: All captions or titles used in these Covenants are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions of said Declaration.

4. EASEMENTS:

A. The Grantor reserves to himself, his heirs, successors and assigns the right to construct, permit or grant easements for the installation and maintenance of drainage facilities as may be required by the Town of Chilmark. The Grantor further and similarly reserves the right to grant easements for the construction and maintenance of any underground utility services being distributed to the Property as such rights may be required by the Town of Chilmark or those private companies providing said services to the Property herein.

B. Reserving to the Grantor the right to install and maintain all public utilities, in, over, under, along and upon the private ways as shown on said Plans; reserving also to the Grantor 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, and anchors and guys to support the lines in said private ways and on land adjacent thereto; reserving also to the Grantor the right to grant easements to public service corporations for the installation and maintenance of necessary equipment in, under and upon strips of land ten feet in width abutting said private ways on said Plans; reserving also to the Grantor the title to all public utilities on said premises and private ways, except underground service cable.

IN WITNESS WHEREOF, the said Flanders Farm Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President hereto duly authorized this 24th day of DECEMBER, 1987.

FLANDERS FARM CORP.

By: _____

President

4950517

Before me personally appeared the above named Alfred H. Leiss,
President of Flanders Farm Corp., and declared the foregoing to
be his free act and deed and the free act and deed of the
corporation.



My Commission Expires: 5/1/1972.

B4950518

EXHIBIT A

Outline for Annual Environmental
Status Report - Flanders Farm
Chilmark, MA

- I. Inventory of Existing Physical, Chemical, and Biological Environmental Conditions
 - a. Vegetation/Habitat/Biological Evaluation
 - b. Wetlands
 - c. Agricultural Production
 - d. Soil and Geologic Conditions
 - e. Water Supply and Water Quality*
 - f. Overall site conditions with regard to aesthetics, drainage, and erosion problems.
- II. Recommendations for Prudent Remedial Action Relative to Maintenance of Environmental Setting
- III. Issuance of interim reports covering three sampling periods of April 1 to May 15, June 30 to August 15 and October 1 to November 15, on or about June 1, August 31, and November 30 of each year, with an Annual Report* due on or about December 31, of each year. The December 31 report will also summarize all findings of the previous calendar year.
- IV. Presentation of the Annual Report to the Chilmark Conservation Commission and Planning Board at a meeting to be mutually decided upon, and if required.

* Utilizing DEIS Water Sampling Stations and Parameters the Wildlife Pond and a representative well water sample.

Edgartown, Mass. March 10 1988
at 3 o'clock and 32 minutes P M
and entered into
book 495 page 500

Barry W. King
Register