

FARM NECK ASSOCIATION, INC.  
DECLARATION OF PROTECTIVE COVENANTS

August 20, 2011

DECLARATION OF PROTECTIVE COVENANTS

Farm Neck Associates, a Massachusetts Limited Partnership organized under the Laws of the Commonwealth of Massachusetts in October 1978 ("Owners"), is the sole record owner of the real property (hereinafter "Property") described by metes and bounds in Appendix A annexed to the Declaration of Protective Covenants and recorded in the Dukes County Registry of Deeds in Book 369, Page 316 and registered with the Dukes County Registry District Office of the Land Court as Document No. 12019 (the "Declaration") and on file at the offices of Farm Neck Association Inc. This Declaration pursuant to a vote of at least two-thirds (2/3) of the members of the Association, in accordance with Section 9.5 of Article IX of said Declaration, hereby amends and restates the 1979 Declaration.

The Owners desire to preserve the natural beauty of the Property while developing the area for residential and recreational purposes. It is the intent of this Declaration that the structures and activities of man be combined with the Property so that man's presence is an enhancement to the natural features of the Property. To this end Owners desire to maintain open spaces, preserve natural topographical features and views, and preserve the environment of the Property.

In furtherance of these purposes, Owners hereby charge the Property and all parcels of land which may be conveyed therefrom with the restrictions, easements and agreements hereinafter set forth and these restrictions, easements and agreements are intended to operate as covenants running with the Property for the benefit of, and enforceable by Owners and by all grantees of the Property or of Lots of the Property, whether such grantees acquire title from Owners or from successors in title to Owners.

ARTICLE I

Certain Definitions

Section 1.1. The following words when used in this

Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Farm Neck Association, Inc., a not for profit corporation organized under the Laws of the Commonwealth of Massachusetts.

(b) "The Property" shall mean and refer to the real property described in Appendix A.

(c) "Board of Directors" or "Board" shall mean and refer to the board of directors of Farm Neck Association, Inc.

(d) "Common Properties" shall mean and refer to the roads and utility easements shown on the Plan and those areas of land designated as Lots 7b, 8, 6a, LC-2b, LC-I, 2b and 2c on the Plan and intended to be devoted to the common use and enjoyment of the Lot Owners and any Lots or property that may be transferred to the Association for use as Common Properties.

(e). "Declaration" shall mean this declaration of restrictions, agreements and easements.

(f) "Lot" shall mean and refer to any plot of land shown upon the Plan, as amended from time to time, with the exception of Common Properties as heretofore defined and of areas of land (and any structures thereon) designated as Lots 1, 2d, 2a, lot 3, LC-3, LC-2c, LC-2a LC-4, 4, 5, 7a 7c, 6b and 6c on the Plan.

(g) "Member" shall mean and refer to all owners from time to time of Lots: provided, however, that whenever a Lot is owned by a corporation, partnership or other legal entity or in some other ownership form with two or more individuals, one person (who may be a legal entity) shall be designated in writing as the "Member" with respect to that Lot and such Member shall be the only one entitled to vote in respect to that Lot.

(h) "Lot Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but shall not mean or refer to a mortgagee having a mortgage secured by any Lot unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure; provided, however, that whenever a Lot is owned by a corporation, partnership or other legal entity or in some other ownership form with two or more individuals, such Lot Owners shall

designate in writing no more than two individuals who shall be deemed Lot Owners for purposes of rights and benefits accorded by this Declaration; provided, further, however, that notwithstanding the foregoing proviso Sections 4.1, 4.5 and 4.6 and all of Article VI shall be applicable to each and every record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(i) "Plan" shall mean the plan of land entitled "Farm Neck, A Subdivision Plan of Land in Oak Bluffs, Massachusetts prepared for Owners, Oak Bluffs, Massachusetts," by Schofield Brothers, Inc., Registered Engineers and Land Surveyors, State Road, Vineyard Haven, Massachusetts, and recorded simultaneously herewith in the Dukes County Registry of Deeds.

(j) "Architectural Review" The Board of Directors shall review, approve or disapprove all construction and landscaping plans as per Article V and the "Farm Neck Architectural Guidelines".

(k) "Guidelines" shall mean "Farm Neck Architectural Guidelines" promulgated by the Board of Directors to guide Lot Owners through the review, approval and compliance process.

## ARTICLE II

### The Governing Association

Section 2.1. Governing Association. Because Owners intend that Lots will be conveyed from the Property for separate ownership, an Association of Lot Owners, Farm Neck Association, Inc., has been established under the Laws of the Commonwealth of Massachusetts to govern the administration of these restrictions, agreements and easements, to maintain Common Properties, make assessments for improvements, pay taxes on Common Properties and attend to other matters of mutual interest.

Section 2.2. Membership. Every Lot Owner shall be a Member of the Association and shall have such rights and duties as are set forth in the Articles of Organization and By-Laws of the Farm Neck Association, Inc.

ARTICLE III

Property Rights in the Common Properties

Section 3.1. Members' Easements of Enjoyment.

Owners hereby charge the Common Properties with easements for the benefit of Lot Owners for enjoyment for recreational purposes as more particularly described in Article VII hereof subject to rules and regulations from time to time adopted and conservation easements imposed by the Owners or Association, whichever shall then hold title to the Common Properties. Such easements shall be appurtenant to each Lot.

Section 3.2. Title to Common Properties. After the Lots have been conveyed from the Property for separate ownership, and the Common Properties have been conveyed to the Association, the Association shall retain the legal title to the Common Properties and maintain them free and clear of all liens and encumbrances.

Section 3.3. Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period determined by the Board for any infraction of its rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the vote of 2/3 of the Members entitled to vote, provided that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the Board of Directors certifying that at least 2/3 of the Members entitled to vote have approved such dedication, transfer, purposes or conditions,

and unless written notice of the proposed action is sent to every member at least (90) days in advance thereof; and

- (c) the right of Owners and the Association, not in limitation of the rights expressed in paragraph (b) hereof, to impose conservation restrictions in conformity with the provisions at §§ 31-33, inclusive, of Chapter 184 of the Massachusetts General Laws.

Section 3.4. Construction of Tennis Courts and Pool. Certain portions of the Common Properties have been or may be designated as reserved areas for possible future construction of tennis courts and a swimming pool. Although it is contemplated that the Association may build, maintain and operate these facilities for the benefit of Members, individual Lot Owners may, at their own expense and subject to the prior written consent of the Association, construct, maintain and operate one or more tennis courts and a pool upon the areas designated therefore if the Association has not previously done so or is not in the process of so doing: provided, however, that the Association may take over any tennis courts or pool so constructed by reimbursing Lot Owners (or former Lot Owners if the costs were incurred by them) for the costs determined by the Association to have been incurred by them in constructing the tennis courts or pool; and provided, further, that so long as the Association has not elected to take over the facilities, any tennis courts or pool so constructed by Lot Owners individually shall also be available to other Lot Owners who at any time elect to contribute to the Lot Owners who constructed, maintain or operate such facilities their pro rata share of the construction and maintenance costs thereof. The costs to be so reimbursed by the Association or individual Lot Owners shall be determined by the Board of Directors of the Association in a manner deemed by it to be equitable and appropriate. If Lot Owners individually so build a pool, they shall be responsible for any attendant liability, shall appropriately insure against same, and shall hold the Association harmless from any liability incident to the building, maintenance or operation of the pool.

ARTICLE IV  
Maintenance Assessments

Section 4.1. Assessments and Lien for Non-Payment.

Each Lot Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant (and in the case of a Lot owned by more than one Owner, jointly and severally), to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Property as provided in Section 4.6. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due.

Section 4.2. Purpose of Assessments.

Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Lot Owners and visitors to the Property and for the improvement and maintenance related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, including the maintenance of buildings and equipment, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 4.3. Amount and Time of Payment of Annual

Assessments. The amount of each annual assessment and the time at which the same shall be payable shall be determined by the Members in accordance with the Articles of Organization and Bylaws of the Association.

Section 4.4. Special Assessments for Capital

Improvements. In addition to the annual assessments authorized by Section 4.3 hereof, the Association may, in accordance with the Articles of Organization and Bylaws of the Association, levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or

reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. The amount of each special assessment, if any, and the time at which the same shall be payable, shall be determined in accordance with the provisions of the Articles of Organization and Bylaws of the Association.

Section 4.5. Certificate of No Lien. The Association shall upon demand at any time furnish to any Lot Owner a certificate in form recordable in the Registry of Deeds in writing signed by an officer of the Association, setting forth the amount and due date of each assessment and whether the same has been paid. Such certificate may be signed by any officer of the Association and the signature of such officer shall be conclusive of his authority, and shall be conclusive evidence of payment of any assessment therein stated to have been paid and of the amount of any assessment therein stated to be unpaid.

Section 4.6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, The Lien; Remedies of Association. If any assessment is not paid on the date when due, determined as aforesaid and in accordance with the Articles of Organization and Bylaws of the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to which the assessment was levied which shall bind such Lot in the hands of the Lot Owner, his heirs, devisees, and personal representatives and assigns and the Association shall have the right to sell such Lot to satisfy its lien so long as said assessment or assessments are unpaid. Said assessment shall also be the personal obligation of the Lot Owner.

If the assessment is not paid within thirty (30) days after the date upon which the same shall be payable, the assessment shall bear interest from such date at the highest rate permitted under the Laws of the Commonwealth of Massachusetts; and the Association may bring an action at law against the Lot Owners liable therefore or an action to foreclose the lien against the Lot, owned by the Lot Owners, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action,

and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and an attorney's reasonable fee to be fixed by the court together with the costs of the action.

ARTICLE V  
Architectural Review

Section 5.1. Review by Board No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, as well as plans for landscaping, the cutting of trees larger than eight (8) inches in diameter outside the construction zone, the location of driveways, and the location of water and sewerage facilities shall have been submitted to and approved in writing by the Board as to harmony of external design and location in relation to surrounding structures, vegetation, views, and topography. Any failure to seek or obtain the requisite Board approval shall be subject to Section 9.3.

Section 5.2. Review Guidelines. In making its determination the Board shall consider the purposes of Owners, particularly the preservation of land in its natural environment to the maximum extent possible, and to the extent land is developed, that such development be done unobtrusively and in a manner which complements the natural environment, and that such development be of a general style, size and character that does not detract from the value of other structures presently, or to be built, on the Property. Without limiting the generality of the foregoing, the Board shall be particularly mindful of construction zones (see Section 7.1(e) for each Lot) and of building height limitations on Lots across which other Lot Owners may have views, siting of structures to avoid interfering with others' views or the overall ambience of the Property, color and style of houses to assure they blend reasonably with the topography and character of the Property and avoiding permitting exterior antennae; and the Board shall also be mindful of the present zoning limitations which require height not in excess of 24 feet within 500 feet of the water or 10 feet

contour, whichever is farther, or 27 feet for other sites.

Section 5.3. Notices to Committee and Abutting Lot Owners. Plans and specifications submitted to the Board pursuant to Section 5.1 shall be sent to the Board by the Lot Owner seeking approval. The Board shall send to each abutting Lot Owner and to any other Lot Owner the Board determines may be affected a copy of the proposed plans and specifications within seven (7) days of receipt by the Board. Any comments or concerns of said Lot Owners should be given to the Board in writing or orally within fourteen (14) days of the Lot Owner's receipt of plans.

Section 5.4. Timeliness of Letters of Approval. The Board shall approve or disapprove such design and location within sixty (60) days after final plans and specifications have been submitted to it or within thirty (30) days of any revised or amended plans. The Board shall furnish the Lot Owner a Letter of Approval or Disapproval evidencing its action.

Section 5.5. Letter of Compliance. Upon completion of any action for which plans have been submitted pursuant to section 5.1, and prior to occupancy, the Lot Owner must request and receive a letter of compliance from the Board stating the construction is in compliance with the approved plans. In the event the Board determines that the construction project is not in conformance, it is empowered to file and record with the Registry of Deeds a Certificate of Non-Compliance.

Section 5.6. Architectural Guidelines. The provisions and procedures applicable to Article V shall be prescribed in the "Farm Neck Architectural Guidelines," promulgated by the Board and made available to all Lot Owners.

## ARTICLE VI

### Maintenance of Lots and Exteriors

Section 6.1. Lot Owner's Duty to Maintain. Every Lot and any structure thereon shall be maintained in a neat and sightly condition. If a Lot Owner does not correct conditions of neglect or disrepair on a Lot or structure thereon within ninety (90) days after receiving notice from the Association of the existence of the same, the Association shall have the right to correct such condition. If the Lot Owner disagrees with the Association, the Lot

Owner shall have the right to a hearing before the Board and within thirty (30) days after receiving the notice described above, the Board shall make a determination of the matter which shall be final and binding. If at any time the Association exercises its right to correct conditions of neglect or disrepair, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the Lot Owner as a result of any entry upon such Lot.

Section 6.2. Assessment of Cost. The cost of any action taken pursuant to Section 6.1 hereof shall be assessed against the Lot in question and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article IV hereof and, as part of such annual assessment or charge, the amount of such cost shall be a lien and obligation of the Lot Owner and shall become due and payable in all respects as provided in Article IV hereof and the Association's Articles of Organization and Bylaws. The Board when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of any action to be taken pursuant to Section 6.1 hereof for that year but shall, thereafter, make such adjustment with the Lot Owner as is necessary to reflect the actual cost thereof.

Section 6.3. Access at Reasonable Hours. For the purpose solely of performing any action authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot at all reasonable times.

Section 6.4. Association's Obligation to Maintain Views. Except as otherwise agreed by the Association and affected Lot Owners, the Association shall, at its expense, cut or trim such trees or other vegetation on Common Properties and on Lots as it in its sole discretion, but after consultation with Lot Owners of affected Lots, may deem necessary or desirable to maintain open spaces, preserve natural topographical features and views, and preserve views which Lot Owners may have across other Lots. Additionally, except as otherwise agreed by the Association and affected Lot Owners, the Association, upon the request and at the expense of a

requesting Lot Owner, shall have the right and the obligation to remove any trees or mow any vegetation within any view easement on any Lot (as designated on the Farm Neck site map on record with the Association) that block the view of the requesting Lot Owner across the view easement. If at any time the Association exercises its right to remove such trees or vegetation, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the Lot Owner as a result of any entry upon such Lot.

## ARTICLE VII

### Use Restrictions

#### Section 7.1. Use of Lots.

(a) Each Lot (other than those which may be used as Common Properties) shall be used solely for one single family residence, subject to such rules, regulations and determinations as the Board may make from time to time.

(b) No Lot shall be subdivided so as to create two or more Lots, but nothing herein shall prohibit a Lot Owner from conveying a portion of his Lot to an adjacent Lot Owner to become part of an adjacent Lot or to the Association so long as there has been prior written approval by the Association.

(c) To assure the quiet enjoyment of Farm Neck by all Lot Owners during the summer, no noisy or disruptive construction or alteration of any structure or landscaping, clearing or altering of vegetation upon any Lot shall be undertaken during the period of July 1<sup>st</sup> to Labor Day.

(d) Once a structure or improvement has been erected no exterior addition, changes or alteration thereto, may be commenced until and unless the provisions of Section 5.1 hereof have been complied with.

(e) No building or other improvements shall be constructed upon any Lot except within the zone designated as the construction zone (the "Construction Zone") for such Lot on the Farm Neck site map prepared by and on record with the Association.

(f) No trees larger than eight (8) inches in diameter shall be planted, removed, cut or trimmed in any area on a Lot other than within the Construction Zone of such Lot without the prior written approval of the Board.

(g) Except as may be specifically permitted by the Board, no structure on a Lot, except chimneys servicing living units, shall exceed the height limitation imposed by the Board for such Lot measured from the mean of the contiguous (adjacent) natural ground level.

(h) Each Lot shall provide for parking spaces. No motor vehicle shall be regularly parked on or adjacent to a Lot unless the Lot Owner shall screen such vehicles from any point outside the boundaries of the Lot.

(i) No unregistered vehicles, boats, equipment or material shall be placed or stored on any Lot except:

(1) equipment or material for use in connection with the construction or maintenance of a living unit or amenities appurtenant thereto and permitted hereunder upon a Lot and such equipment or material shall only be permitted on a Lot for a reasonable time; and

(2) unregistered vehicles, boats, equipment and materials not visible from any point outside the boundaries of the Lot; however, such vehicles, boats, equipment and materials shall only be allowed to remain on the Lot for a reasonable time.

(j) No mobile home, bus or trailer, either with or without wheels, or any tent or temporary structure, shall be permitted upon any Lot except for the temporary installation of same by the Lot Owner or his contractors of trailers for use as field offices or tool sheds. No commercial vehicle larger than 3/4 ton shall be placed or stored on any Lot for a period of more than 48 consecutive hours, unless the same is stored in a garage.

(k) No fence shall be constructed on a Lot unless it shall have been determined by the Board that such a fence is necessary or appropriate and the design of such fence shall have been approved by the Board.

(l) All animals kept by Lot Owners on or about the

Property shall be well cared for and shall not create a nuisance, and no animals other than household pets may be kept on or about the Property without the approval of the Board. No Lot Owner shall keep more than a reasonable number of animals upon a Lot, but no person other than a Lot Owner shall be permitted to keep an animal on or about the Property. All household pets shall be leashed or otherwise restrained when on the Common Properties.

(m) Any exterior lighting installed on any Lot shall be installed and operated in such manner as to prevent undue glare or illumination from emanating beyond the boundary lines of the Lot.

(n) Three (3) signs each not over one square foot in area and in a style and form approved by the Board shall be permitted on any lot: one sign indicating the enhanced 911 address of the Lot as required by Martha's Vineyard Emergency Services; one sign, at the Lot Owner's option, indicating the Lot Owner's name; and one security sign. All other signs are prohibited.

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

(p) No exterior laundry drying facilities shall be placed on a Lot unless they are screened from view.

(q) Lot Owners shall keep the noises emanating from their Lot(s) at a reasonable level, and shall not use or permit the use of any means of conveyance that involve any offensive noise or odors.

(r) No firearms or fireworks may be used within any Lot unless so authorized by the Board.

(s) The rental of any house within Farm Neck shall be restricted to the following:

(1) Houses within Farm Neck may only be rented or leased for quiet enjoyment as family housing. No home may be rented for any party, celebration, wedding or business purpose.

(2) Except with the approval of the

Board, no home may be rented for a period of less than two (2) weeks at a time.

(3) A guest house or apartment may only be used to accommodate guests or family members and may not be used any time as a separate rental property for income purposes.

Section 7.2. Use of Common Properties. Common Properties may be used only for:

(a) The purpose of carrying utilities (including, but not limited to, electricity, water and telephone) and drainage facilities, provided the same are located below the surface of the ground.

(b) Common rights of way.

(c) Recreational facilities but only in the areas identified or to be identified on the site map referred to in Section 7.1 (e).

(d) Common walking, bridle and bicycle paths.

(e) Plant and wildlife sanctuaries.

(f) Parking of vehicles, but only in such limited areas as may be designated as parking areas from time to time by the Association, with the approval of the Board.

(g) Such other common purposes, consistent with the provisions hereof, for the benefit of the Lot Owners as the Association may from time to time determine: provided, however, that hunting on the Common Properties shall be prohibited in any event.

Section 7.3. Restrictions on the Use of the Common Properties. Subject to rules and regulations adopted from time to time by the Association or the Board:

(a) No guest or invitee of any Lot Owner, other than a tenant or lessee, shall be permitted to use any portion of the Common Properties (except access roads to such Lot Owner's Lot) unless accompanied by a Member.

(b) The use or parking of any motorized vehicle on

any portion of the Common Properties except on rights of way and parking areas designated in accordance with Section 7.2 hereof, is prohibited.

(c) No building or other improvement shall be constructed upon the Common Properties except as may be approved in accordance with the provisions of Section 5.1 hereof.

(d) With respect to all Common Properties owned by the Association or subsequently to come under its ownership, the Association shall not cause or undertake, and shall prohibit any other person, agency or association from:

(1) the dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

(2) the removal or trimming of trees, shrubs or other vegetation, except for such removal or trimming as may be necessary to maintain the land in the general condition obtaining at October 1, 1978 (including particularly preserving existing water views) and except such as may be deemed by the Association or its successors or affiliates, to be necessary or desirable to afford newly constructed homes with water views;

(3) the excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface,

(4) surface use except for outdoor recreational purposes or purposes permitting the land or water area to remain in its natural condition,

(5) activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or

(6) any other acts or uses detrimental to the preservation of such Properties; provided, however, that the Association may reserve a portion of the Common Properties, subject to the determination of the Board as to the appropriateness of the portion(s) selected, for storage of maintenance equipment, landfill or materials, excavation, tree nursery or similar purposes relating to the maintenance

and use of the Property.

(e) There is hereby reserved to the Association the right to promulgate from time to time regulations governing the use and enjoyment of the Common Properties, including the creation and maintenance of views, for the benefit of all Lot Owners, and their tenants, lessees, or guests.

## ARTICLE VIII

### Additions to Existing Property

Additional lands may become subject to this Declaration in the following manner:

Section 8.1. In General. The Association may acquire by gift or bequest, such undeveloped lands as its Board, pursuant to a two-thirds (2/3) vote, shall determine are necessary or desirable in connection with the purposes stated at the beginning of this Declaration. The Association may acquire by purchase or otherwise such lands as its Members, pursuant to a two-thirds (2/3) vote of the Members shall determine are necessary or desirable in connection with the purposes stated at the beginning of this Declaration.

The additions authorized under this and the succeeding section shall be made by filing of record with the Registry of Deeds a Supplementary Declaration of Protective Covenants with respect to the additional property which shall extend the Protective Covenants of this Declaration to such property.

In no event shall such Supplementary Declaration revoke, alter, modify or add to the Protective Covenants established by this Declaration except as provided in Section 9.5.

Section 8.2. Other Additions. Upon approval in writing of the Association pursuant to a majority vote of its Members and upon filing of record of a Supplementary Declaration of Protective Covenants by any person, such person's property shall become subject to this Declaration.

Section 8.3. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Organization, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the Protective Covenants established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one. No such merger or consolidation, however, shall effect any revocation, change or addition to the Protective Covenants established by this Declaration within the Property except as provided in Section 9.5.

## ARTICLE IX

### General Provisions

Section 9.1. Duration. Insofar as the covenants and restrictions of this Declaration do not constitute a Conservation Restriction as specified in § 31, 32 of Chapter 184 of the Massachusetts General Laws and because these covenants and restrictions are part of a common scheme applicable to four or more parcels contiguous except for intervening streets or ways, as provided for by § 27(b) (1) of Chapter 184 of the Massachusetts General Laws, they shall remain in effect until the thirtieth (30th) anniversary of recording of this Declaration with the Registry of Deeds, at which time they may be extended for further periods of not more than twenty (20) years at a time by Lot Owners of record, at the time of recording of the extension, of two thirds (2/3) or more of the Lots, provided that the extension in accordance with this provision is recorded with the Registry of Deeds before the expiration date of this Declaration, as it may be extended from time to time, and is signed by one or more Lot Owners at the time of such recording and by the President or Vice President or Treasurer or Assistant Treasurer of the Association. Such recording will evidence the fact that the extension of this

Declaration was assented to by the owners of two thirds (2/3) of the Lots. This same procedure shall be followed before the end of subsequent twenty (20) year period. The notice of restriction, when filed, shall comply with the then applicable provision of said § 27 or any successor statute. The restrictions imposed by this Declaration shall be for the benefit of the Association and its Members and shall be enforceable by the Association regardless of whether the Property owned by the Association or any Member is bounded by a street by which the subject parcel is bounded or lies in a block surrounded by the same streets as the subject parcel or is contiguous to said block except for streets or ways.

Section 9.2. Notices. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing.

Section 9.3. Enforcement. Enforcement of these Protective Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Protective Covenant, which without limitation of the generality of the foregoing may include proceedings to restrain violation, to remove or alter or restore any structure or improvement or landscaping determined by the Board to be in violation of any Protective Covenant, or to recover damages, and against the land to enforce any lien created by these Protective Covenants; and failure by the Board to enforce any Protective Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In respect to any such proceeding in which the Association prevails, the affected Lot Owner shall be liable for all costs and expenses so incurred by the Association; and to the extent not paid by the Lot Owner, the amount thereof shall, together with interest and cost of collection thereof as provided in Section 4.6, become a continuing lien on the affected Lot binding such Lot Owner, his heirs, devisees and personal representatives and assigns, and the Association shall have the right to sell such Lot to satisfy such lien so long as any such amounts are unpaid. The obligation to pay the foregoing amounts shall also be a personal obligation of the Lot Owner. In the case of an alleged violation of Article V or Section 7.1 (e), no action to enforce these Protective Covenants may be taken more than three years after the date any such violation was initiated.

Section 9.4. Preexisting Conditions. Notwithstanding any other provisions of these Protective Covenants, all structures and improvements erected or maintained on any Lot that exist on and as of August 20, 2011, the date of adoption of these Protective Covenants, shall be deemed, together with the location of such structures and improvements, driveways and water and sewage facilities, grandfathered and each Lot Owner shall receive a letter of compliance as provided in Section 5.5 hereof to that effect. Moreover, if a Lot Owner subsequently proposes any action subject to Article V hereof, the Board in making its determination as provided in that Article V shall not require any alteration of anything that has been grandfathered.

Section 9.5. Severability. Invalidation of any one of these Protective Covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 9.6. Amendment. This Declaration may be amended, to the full extent allowed by law, at any time upon a two-thirds (2/3) vote of the Members.