



# ZONING BOARD OF APPEALS Town of Chilmark

TOWN OFFICES:  
Beetlebung Corner  
Post Office Box 119  
Chilmark, MA 02535  
(508) 645-2110 Fax

THE COMMONWEALTH OF MASSACHUSETTS

To The Board of Appeals, TOWN OF CHILMARK

October 19, 20 23

*The undersigned hereby petitions the Board of Appeals to issue a Special Permit under the terms of the Zoning By-laws of the Town of Chilmark:*

Article 6, Section 6.12

at the premises owned by (Owner of Record) JOEL GLICKMAN & JENNIFER LORUSSO

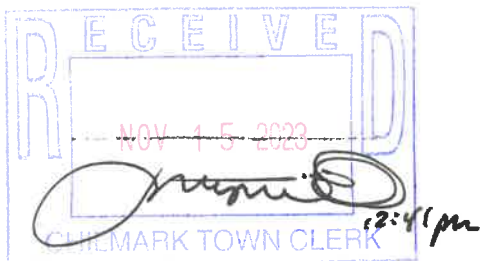
at 7 High Meadow (street address),

Assessor's parcel MAP 7 LOT 21.5

*In the following respect or limitation, extension, change, alteration or modification of use, or method of use as may at hearing appear as necessary or proper in the premises.*

### *State Briefly Reasons for Special Permit*

We are requesting a Special Permit to build an Accessory Apartment above our proposed garage. Our need is to provide housing for a Caregiver for our kids and in the long term for family (our parents & children) or a Caregiver for our parents. Occupancy is intended to be year round and in compliance with all requirements.



Petitioner JOEL GLICKMAN & JENNIFER LORUSSO  
Address 7 High Meadow Chilmark  
Telephone Number 347-489-0699 (JOEL)  
547-683-3665 (JEN)

HIGH MEADOW REALTY TRUST  
DECLARATION OF RESTRICTIVE COVENANTS  
AND  
ROAD MAINTENANCE PROVISIONS

This Declaration of Restrictive Covenants and Road Maintenance Provisions are made on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 (the "Declaration") by **Albert W. Bussink, Frank LoRusso and Joseph N. Eldeiry, Trustees of the High Meadow Realty Trust**, u/d/t dated September 19, 2006 and filed with the Dukes County Registry District Office of the Land Court as Document No. 65546, of West Tisbury, Massachusetts (the "Trust") as owner of certain real property in the Town of Chilmark, County of Dukes County, Commonwealth of Massachusetts shown as Lot 28 on Land Court Plan No. 13319-B and more particularly described in a deed to the Trust dated September 19, 2006 and filed with the Dukes County Registry District Office of the Land Court as Document No. 65545, and a triangular parcel of land adjacent thereto as more particularly described in a deed of Eleanor D. Pearlson to the Trust dated September 19, 2006 and recorded with the Dukes County Registry of Deeds in Book 1095, Page 814 (the "Premises") which property has been subdivided into five (5) lots (respectively, a "Lot" and, if more than one, "Lots") which subdivision is to be filed with the Land Court as Land Court Plan No. 13319-C (the "Plan").

The Trust hereby DECLARES, PROVIDES AND COVENANTS and does hereby impose upon and submit all of the Premises to the covenants and restrictions hereinafter set forth for the mutual benefit, privacy and enjoyment of the owners of the Lots and for the purpose of managing, maintaining and improving the road shown on the Plan as "High Meadow private 40ft. wide" (the "Road") and the pond constructed on Lot 37 on the Plan (the "Pond") and that all Lots shall be held, transferred, leased, encumbered, sold, conveyed, improved, and occupied subject to the terms hereof.

## I. ORGANIZATION

- A. **ASSOCIATION:** There shall be a neighborhood association known as the High Meadow Association (the "Association") to manage and be governed by the terms and provisions of this Declaration. Should its members vote to do so, the Association may become a Corporation, Limited Liability Company or other entity recognized by the laws of the Commonwealth of Massachusetts.
- B. **MEMBERS/VOTING:** The members of the Association shall consist of the owners of the fee interest, both legal and equitable, for each Lot. One vote shall be allocated to each Lot. Any owner of a Lot or representative thereof by written proxy shall be entitled to cast the vote of such Lot.
- C. **MANAGER:** At any meeting of the Association, the owners may choose one member to be a Manager who shall serve as such until a successor is so chosen. The first Manager shall be Frank LoRusso. The Manager may resign at any time upon written notice to the other members, and the other members may remove the Manager upon written notice to him/her signed by the owners of a majority of the Lots.
- D. **MEETINGS:** An annual meeting shall be held at a place, time, and date as agreed to by the Association, or in default thereof, as designated by the Manager. The annual meeting may, upon request of any member, be held by telephone conference or otherwise. A special meeting may be called by the owners of any two or more Lots upon reasonable notice to all other members and the Manager which notice shall contain the reason for such special meeting. At any meeting, a quorum shall consist of a majority of Lots represented and a majority present, personally or by written proxy, shall decide any question.

## II. BUDGETS AND ASSESSMENTS

A. **BUDGETS:** Prior to the annual meeting, the Manager shall provide to the other members 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 Pond, the Road and any utilities used in common by the Lots. At the annual meeting, the Association shall adopt the proposed budget as it may be amended or supplemented. Each Lot shall be responsible for one-fifth (1/5<sup>th</sup>) of the amount so budgeted. Notwithstanding the foregoing, all costs and expenses incurred for repairs, maintenance or insurance resulting from the acts or omissions of the owner(s) of one Lot, shall be the sole obligation of the owners of such Lot. Collectively, any special assessment and regular assessment shall hereinafter be referred to as "assessments".

B. **FISCAL YEAR:** The fiscal year shall run from January 1 to December 31.

C. **ASSESSMENTS/PAYMENT:** All assessments shall be due and payable within thirty (30) days after the date that a statement has been sent to the owners of each Lot. All owners each Lot shall be jointly and severally liable for all assessments levied to their respective Lot pursuant to this Declaration. Any Lot owner who fails to pay any assessment when due shall also be liable for any monies expended by the Association, including reasonable attorneys fees and court costs, to collect such assessments. All such costs of collection may be collected in the same manner as the assessments. Assessments levied hereunder, together with interest thereon and all reasonable costs of collection thereof, including attorney fees and court costs, shall be a continuing lien upon each Lot against which such assessment is made and shall also be the personal obligation and the joint and several obligation of all owners of the Lot to

whom the assessments are made. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per year.

D. ENFORCEMENT: Any individual Lot owner at their expense, or the Association at its expense, acting by and through its Manager with the consent of a majority of the Members voting at a meeting of the Association, may bring an action at law against a Lot owner to enforce the terms and provisions of this Declaration, to pay the assessment made hereunder or to foreclose the lien against the owner's Lot. The Association may enforce such lien by selling an owner's Lot subject thereto to satisfy the same, in the manner provided by law for the foreclosure of mortgages containing a statutory power of sale, provided that notice of commencement of such proceedings is duly filed for recording in the Dukes County Registry District Office of the Land Court. All costs and expenses incurred by the Association pursuant to the foregoing, unless collected from the delinquent Lot owner, shall be assessed equally to all Lots in the same manner that assessments are made and collected hereunder.

E. RIGHTS OF MORTGAGEES: The lien for assessments, as set forth above, shall be subordinate to the lien of any bona fide institutional mortgage. Sale or transfer of any Lot pursuant to foreclosure of a bona fide institutional mortgage or any proceeding in lieu thereof, shall extinguish the lien on the Lot, but not the obligation of the Lot owners assessed for such 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 assessments thereafter becoming due or from the lien thereof.

F. CERTIFICATE OF MANAGER: Within thirty (30) days after written request is delivered to the Manager by any owner of a Lot, the Manager shall deliver to the owner a certificate executed by him and in recordable form certifying (with respect to such Lot) that as of the date thereof either (i) the Lot is in

compliance with the terms and provisions of this Declaration, including payment of all assessments due and owing by the owners of the Lot, or (ii) the Lot is not in compliance with the terms and provisions of this Declaration and stating the reason(s) therefor. All persons shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all owners of Lots, and those claiming or deriving any interest by, through or under them.

### III. ARCHITECTURAL REQUIREMENTS

No Lot shall be built upon, used or improved and no structure shall be constructed, placed, erected or allowed to remain on any Lot except in compliance with these Architectural Requirements.

- A. APPROVAL BY ARC: No building or other structure or improvement of any kind or nature shall be commenced, erected, or replaced upon any Lot, nor shall any exterior addition to or change or alteration thereto be made until the scaled plans and specifications showing the nature, kind, shape, height, materials, and color have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures, vegetation, views, and topography, by a majority of the Architectural Review Committee, established in Paragraph B., below.
- B. ARCHITECTURAL REVIEW COMMITTEE: The Architectural Review Committee (the "ARC") shall consist of three persons, all of whom shall have an ownership interest in a Lot, and shall serve until their successor is chosen or until they no longer have an ownership interest in a Lot. The ARC shall initially consist of Frank LoRusso, John Keene and Albert W. Bussink. Successors shall be chosen by a majority of the Lots. A certificate signed by the Manager may be relied upon by third parties as to the then current members of the ARC.

C. TREE CUTTING: Prior to December 31, 2010, no trees with a diameter greater than eight (8) inches at four feet above the lowest surrounding grade shall be cut or removed without the prior written consent of the ARC. \*

D. GUIDELINES: In making its determination, the ARC shall consider the following:

1. Only traditional rural New England architectural styles shall be permitted; no contemporary or modern architecture is permitted.
2. All roofs shall be finished in either wood shingles or architectural grade asphalt shingles. }
3. All siding shall be either cedar shingles, wood clapboards or, if unanimously approved by the ARC, a composite Hardiplank siding; no vinyl, aluminum or vertical siding. }
4. All windows and doors must be cased in wood that is at least 1" x 4" stock.
5. All exterior portions of any chimney or fireplace shall be either red brick or natural stone. }
6. Each house shall not contain more than 4,500 square feet of habitable living space not including basements, decks, attics and garages.
7. Clotheslines or similar devices, and trash receptacles shall be placed, constructed, and maintained so as to be screened from view from other Lots and the Road. All propane tanks (except portable tanks like those typical of outdoor propane grills) shall be buried underground.
8. Satellite dishes, outside television antennas or other antennas or aerials shall not exceed 18" in diameter and shall be hidden from view to the extent possible.
9. To the maximum extent reasonable, all cables, pipes, conduits, apparatus, devices and fixtures for the provision of electricity, water, telephone and cable television service and any other utility services shall be placed underground. \*

- E. **APPROVALS:** In the event that the ARC fails to approve or disapprove the design and location of any proposed improvements within thirty (30) days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved. Upon the request of an owner of a Lot, the Manager, on behalf of and with the consent of the ARC, shall deliver a Certificate, in recordable form, as to the conformity of the structures on such Lot to the foregoing requirements.

#### IV. RESTRICTIONS

- A. **SUBDIVISION:** The Premises shall not be further divided or subdivided nor shall ownership of any Lot be fractionalized by means of time-share, cooperative, condominium or like forms of ownership; provided, however, that nothing herein shall prohibit recording of plans to make adjustments to the lot lines or boundaries of Lots within the Premises or with abutting parcels so long as such lot line changes shall not increase the number of lots within the Premises beyond five (5).
- B. **ROAD IMPROVEMENT:** The Road shall not be widened, surfaced with a road surfacing material, or improved, except for routine maintenance, without the prior written consent of the Association.
- C. **BUILDING ENVELOPES:** All buildings shall be located within each "building envelope" shown on the sketch plan, attached hereto as Exhibit "A" (the "Sketch Plan"); a Lot owner may construct, install or maintain landscape improvements, wells, septic systems, or apparatus for utility services anywhere within a Lot, except as prohibited in Article IV, paragraph M, below.
- D. **LOT 33 VIEW EASEMENT:** No above ground structures shall be placed, constructed or maintained in that portion of Lot 33 on the Plan defined as "View



Easement” on the Sketch Plan. Nothing herein shall limit the creation of additional burdening rights, easements or restrictions in and to said View Easement by the owner of Lot 33.

- E. **GUEST HOUSES:** No Guest House shall be constructed, placed or maintained on a Lot. For purposes of this Declaration, a “Guest House” is a structure that is not attached to the principal dwelling, and contains cooking, cleaning, refrigeration, bathing, and toilet facilities; any structure that is attached by heated space to a principal dwelling or, if detached, does not contain cooking facilities shall not be considered a guest house.
- F. **VEHICLE STORAGE:** Unless screened from view from other Lots, and the Road, there shall be no storage or overnight parking on any Lot of any of the following: (i) vehicles without current registration plates with a U.S. based department of motor vehicles; (ii) inoperative vehicles used for storage; and (iii) commercial vehicles or trailers, except one commercial vehicle used as the primary source of transportation at work by a resident at the Lot where the commercial vehicle is parked overnight.
- G. **BUSINESS USE:** No part of a Lot shall be used for any business, commercial, mercantile, mechanical or manufacturing purpose, or for any trade or profession. Nothing herein shall prohibit (i) a home office provided the same does not result in customer/client visits to such Lot, and (ii) the renting of the house for periods of time not less than one week. Tenants shall have the same rights and privileges and observe the same restrictions and prohibitions as an owner of a Lot.
- H. **TRAILERS:** No house trailer, camping trailer, or mobile home shall be placed or maintained on any Lot, except that a camping trailer may be stored in a garage. No tent shall be place or maintained on a Lot, except that tenting by children shall be permitted once a dwelling has been constructed on the Lot.

- I. TEMPORARY STRUCTURES: No temporary structures shall be built, placed or maintained upon any Lot other than those to be used during construction of permanent buildings, and all such temporary structures shall be removed at the earlier of (a) issuance of a certificate of occupancy for the dwelling; (b) upon substantial completion of construction of the structure for which the temporary structure was placed; or (c) within eighteen (18) months of placement of the temporary structure on the Lot.
- J. DOMESTIC ANIMALS: No animals or fowls (except common household pets) shall be kept on any Lot. Pets shall be confined to their owners' Lots and shall not be permitted to wander about unrestrained.
- K. NUISANCES: No noxious, dangerous, offensive or noisy activity of any nature, nor any activity that is reasonably perceived to be an annoyance or nuisance by owners of other Lots shall be permitted or maintained on any Lot.
- L. DEBRIS: No trash, construction or other debris shall be kept or allowed to remain on any Lot, except during actual construction of the dwelling on such Lot. Household trash shall be stored in sealed containers and screened from view from the Road and other Lots.
- M. BUFFER ZONES: Within the area on the Sketch Plan designated as "50' no-cut buffer zone" and "no cut buffer zone" (the "Buffer Zones"), the owners of each Lot burdened thereby shall not remove, destroy, prune, cut (or permit others to do the same) any living vegetation. The meaning and intent of this paragraph J is to maintain a natural vegetative area between the Premises and property now owned by the Martha's Vineyard Land Bank Commission so as to maintain the natural and scenic state of the Premises and the property of the Martha's Vineyard Land Bank Commission. Nothing herein shall limit or prohibit the Martha's Vineyard Land Bank Commission from constructing and maintaining such trails and/or paths within the limits of the "40' wide easement" and consistent with their rights

under a certain Easement Deed dated November 17, 1987 filed with the Dukes County Registry District Office of the Land Court as Document No. 23449 and recorded with the Dukes County Registry of Deeds in Book 488, Page 445, as affected by a certain Agreement dated November 6, 2006 and filed with the Dukes County Registry District Office of the Land Court as Document No. 66157 and recorded with the Dukes County Registry of Deeds in Book 1108, Page 502.

## V. POND

- A. MAINTENANCE AND IMPROVEMENT: The Association shall keep and maintain the pond constructed on Lot 37 (the "Pond") in good repair and improvement by maintaining the water levels, maintaining the well and well pump that provide water to the Pond, and such other actions as the Association may deem appropriate. All costs and expenses associated therewith shall be included in the annual budget and assessed equally to the Lots.

## VI. MISCELLANEOUS

- A. RULES AND REGULATIONS: The Association, at a duly called meeting, may adopt rules and regulations consistent with the terms and provisions hereof for the use and enjoyment of the Premises, including the Road. The Association may also provide for reasonable fines for the violation of such rules and regulations or the terms and provisions of this Declaration, collection of which shall be in the same manner as assessments made hereunder.

- B. AMENDMENTS: This Declaration may be amended, in whole or part, in writing signed and acknowledged by all of the Lot owners. No such amendment or termination shall be effective until notice thereof is recorded with the Dukes County Registry of Deeds.

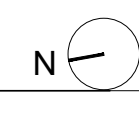
**C. SEVERABILITY:** Each of the terms and provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any term or provision or portion thereof shall not affect the validity or enforceability of any other term or provision.

**D. DURATION:** 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 one hundred fifty (150) years beginning on the date of the registering 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.



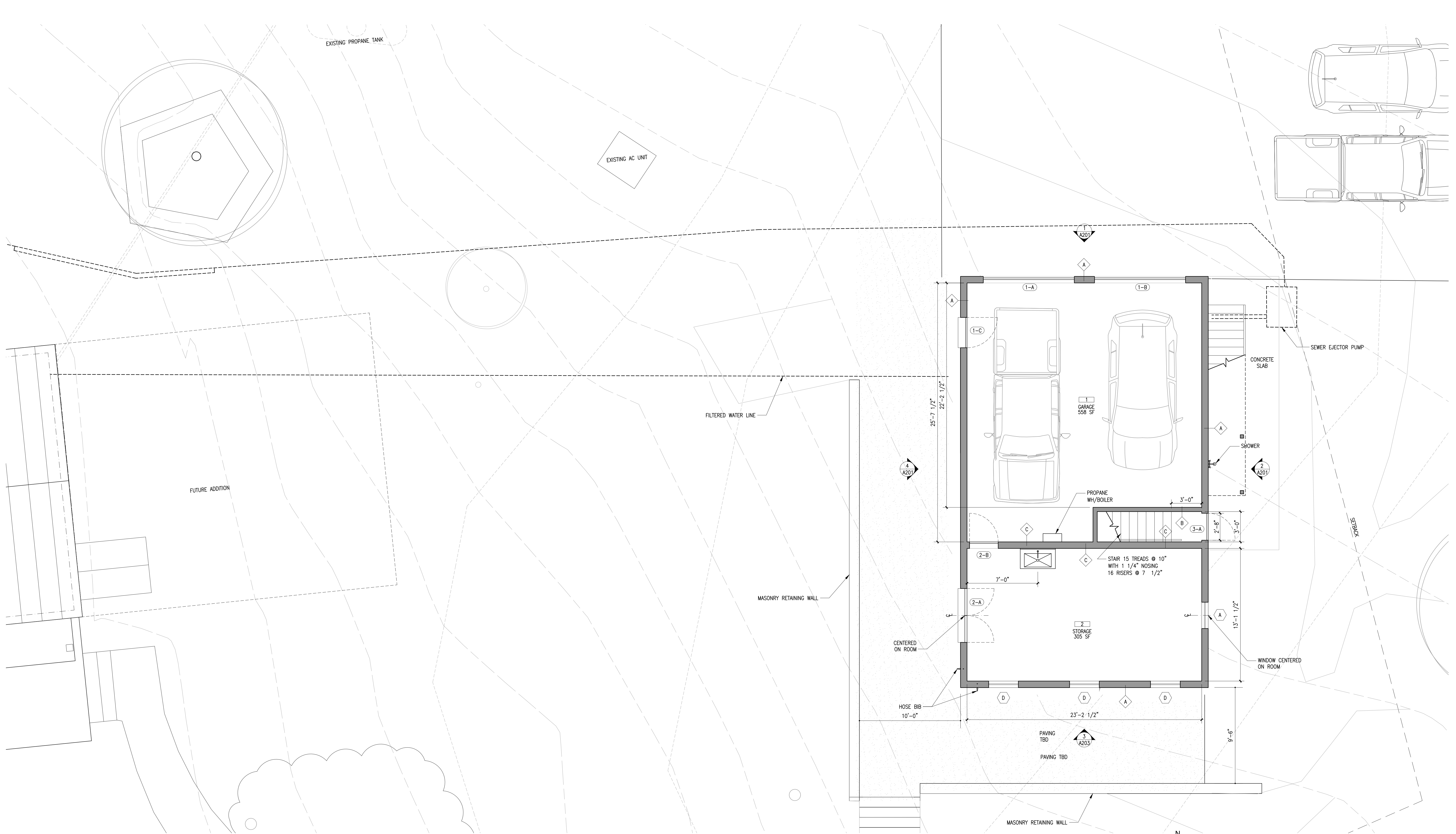
NOTE: DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN FIELD.

1 PLAN  
1/16" = 1'-0"



ARCHITECT'S STAMP	ISSUE	DATE	REV.	CHILMARK GARAGE & PROPOSED ACCESSORY APARTMENT		PLOT PLAN
				7 HIGH MEADOW, CHILMARK, MA 02535		DRAWN BY A.G. CHECKED BY L.S.
GLICKMAN SCHLESINGER ARCHITECTS 6637 60TH PL. RIDGEWOOD, NY 11385 718.775.3270				FILING SET NOVEMBER 14, 2023		A-100

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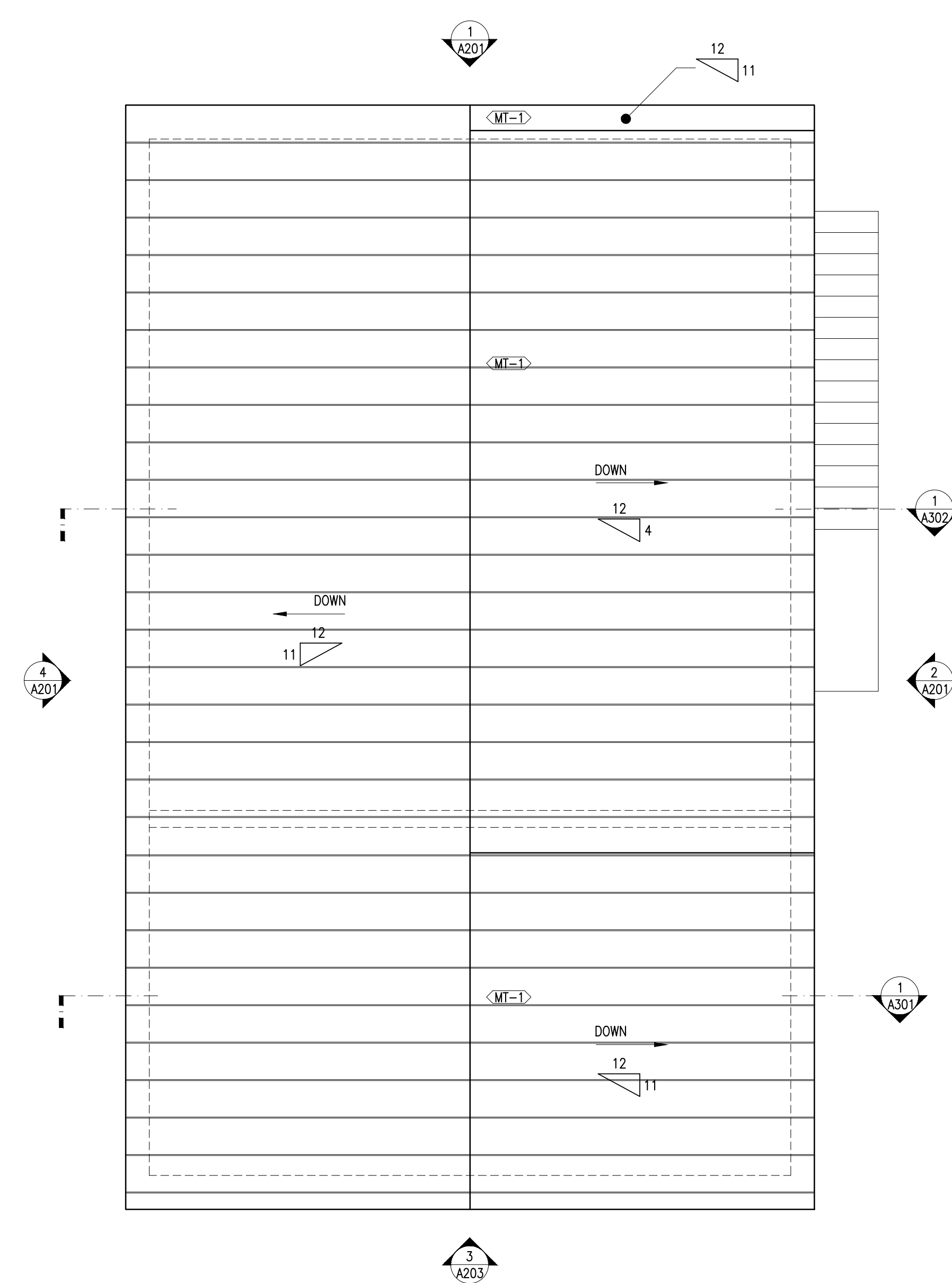
1 PLAN - FIRST FLOOR  
1/4" = 1'-0"

NOTE: DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN FIELD.

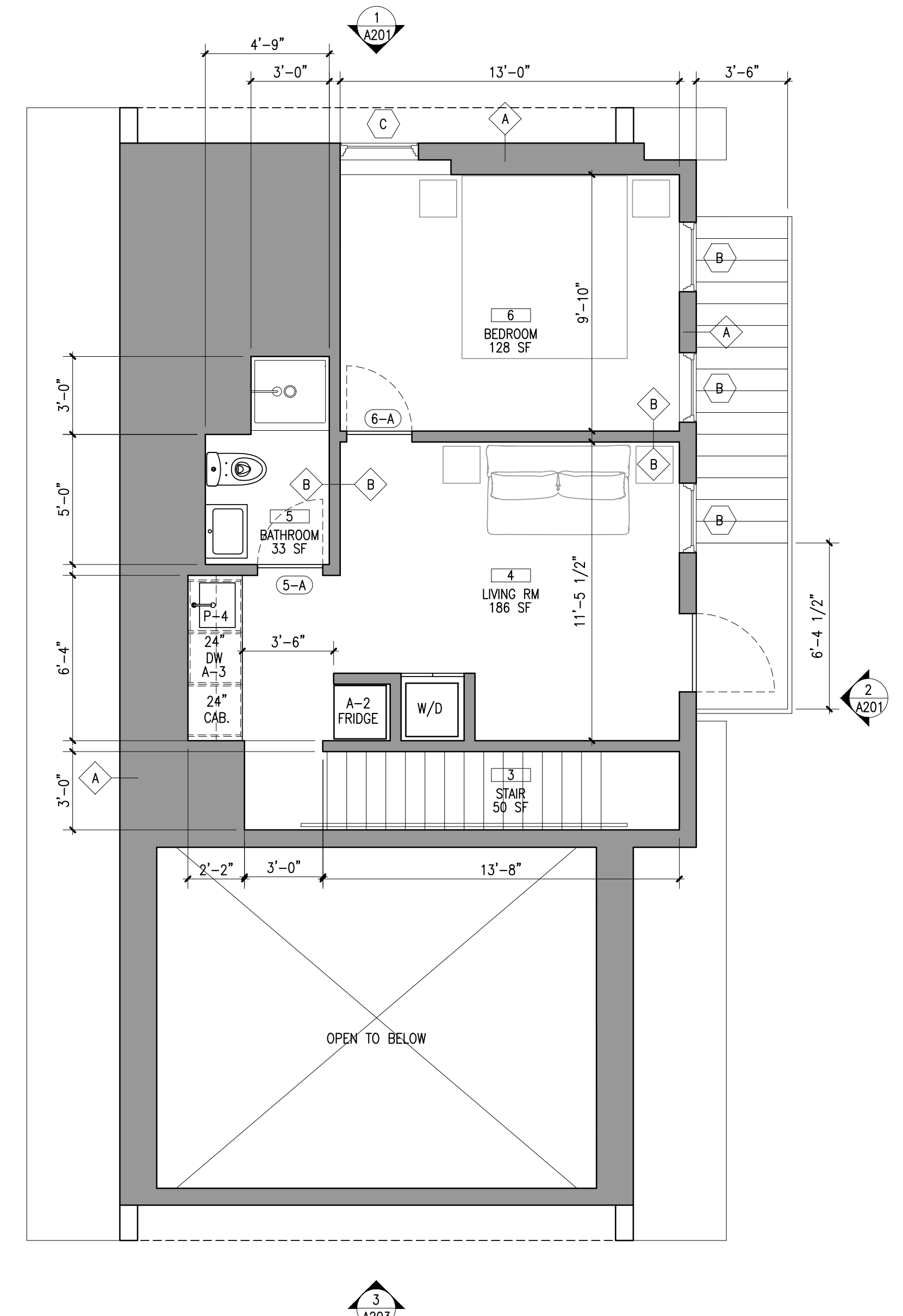
ARCHITECT'S STAMP	ISSUE	DATE	REV.	<b>CHILMARK GARAGE &amp; PROPOSED ACCESSORY APARTMENT</b> 7 HIGH MEADOW, CHILMARK, MA 02535	GROUND FLOOR PLAN	
					DRAWN BY A.G. CHECKED BY L.S.	
					GLICKMAN SCHLESINGER ARCHITECTS 6637 60TH PL. RIDGWOOD, NY 11385 718.775.3270	FILING SET NOVEMBER 14, 2023
					A-101	
					SHEET	

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AREA (SF)	
STAIR	50
LIVING ROOM	186
BATHROOM	33
BEDROOM	128
TOTAL FINISHED SPACE	397



1 ROOF PLAN  
1/4" = 1'-0"

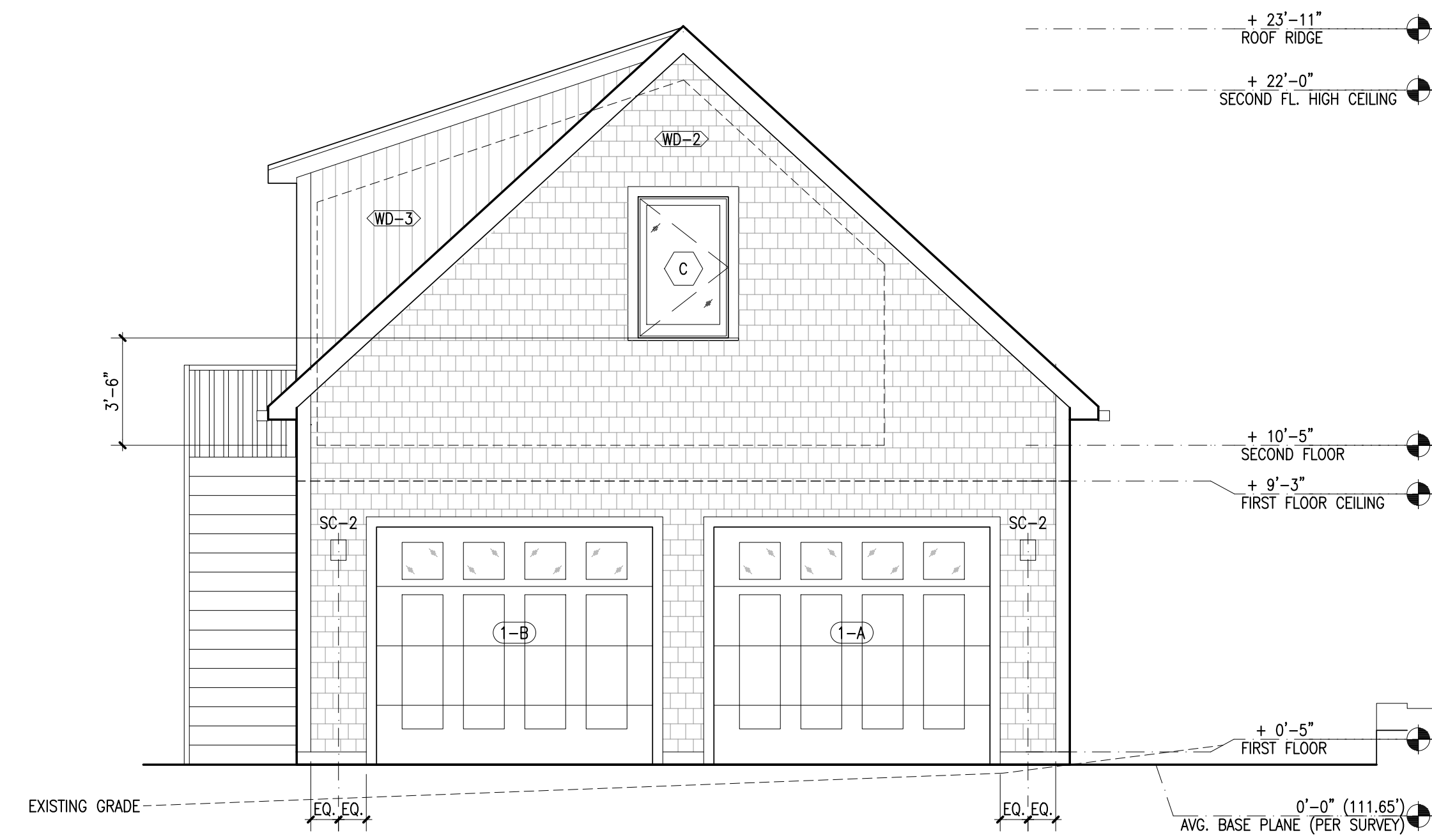


2 PLAN - SECOND FLOOR  
1/4" = 1'-0"

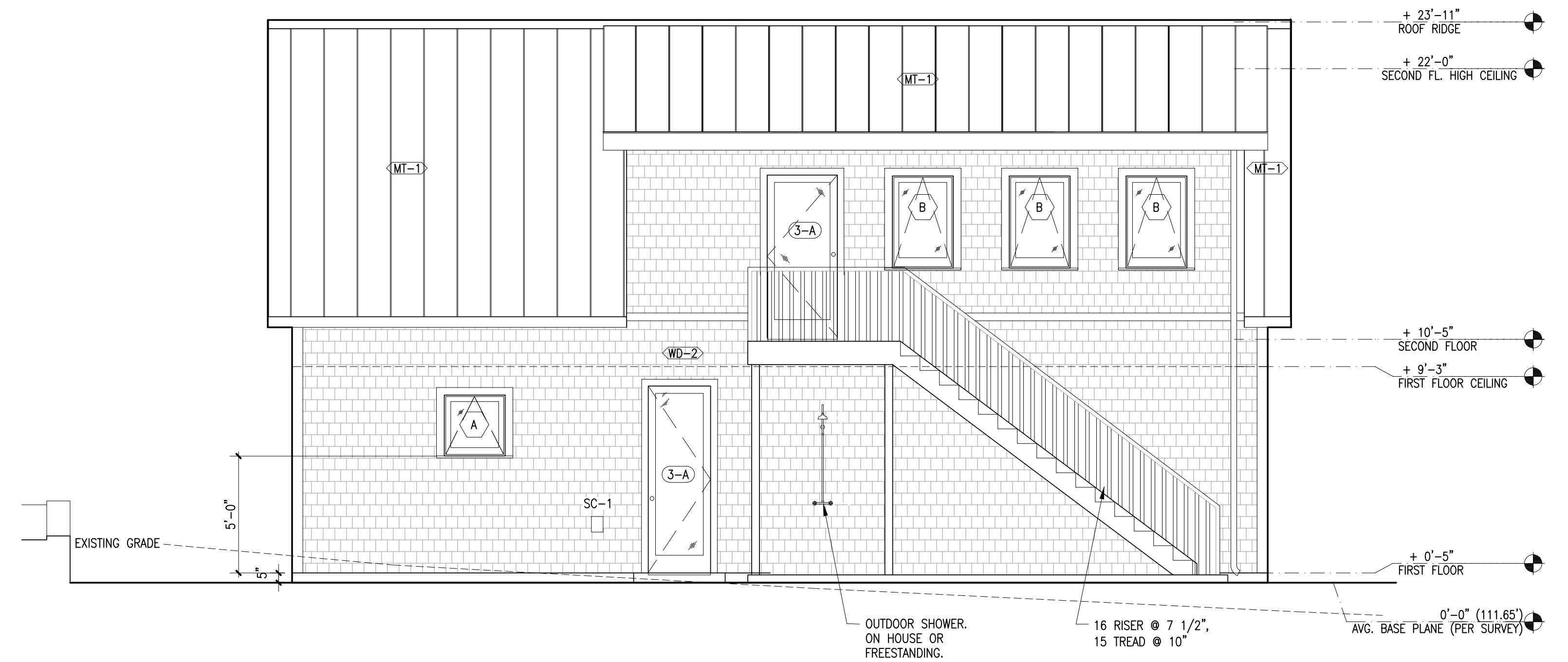
NOTE: DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN FIELD.

ARCHITECT'S STAMP	ISSUE	DATE	REV.	CHILMARK GARAGE & PROPOSED ACCESSORY APARTMENT		SECOND FLOOR & ROOF PLAN
				7 HIGH MEADOW, CHILMARK, MA 02535		DRAWN BY A.G. CHECKED BY L.S.
				GLICKMAN SCHLESINGER ARCHITECTS 6637 60TH PL. RIDGEWOOD, NY 11385 718.775.3270	FILING SET NOVEMBER 14, 2023	A-102

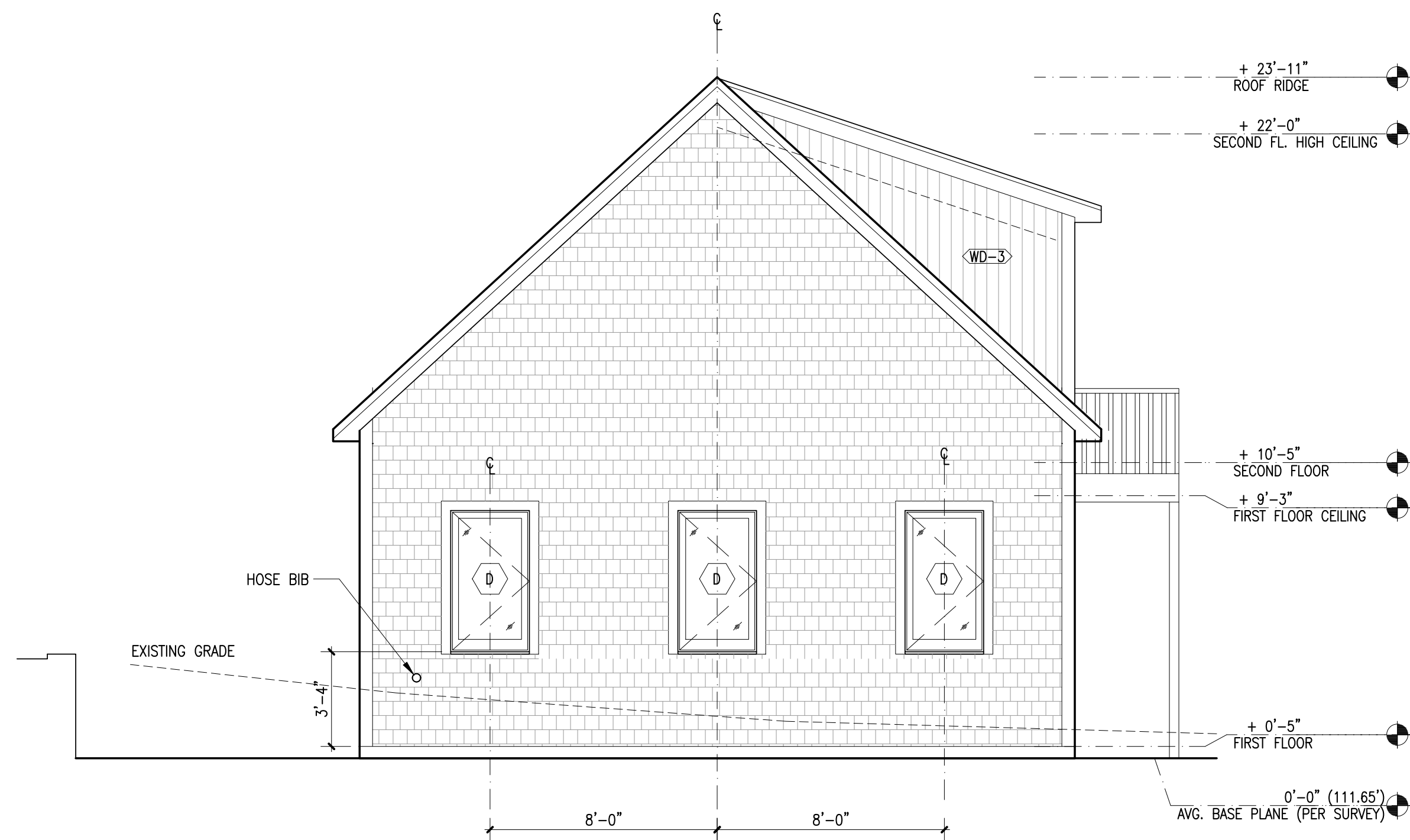
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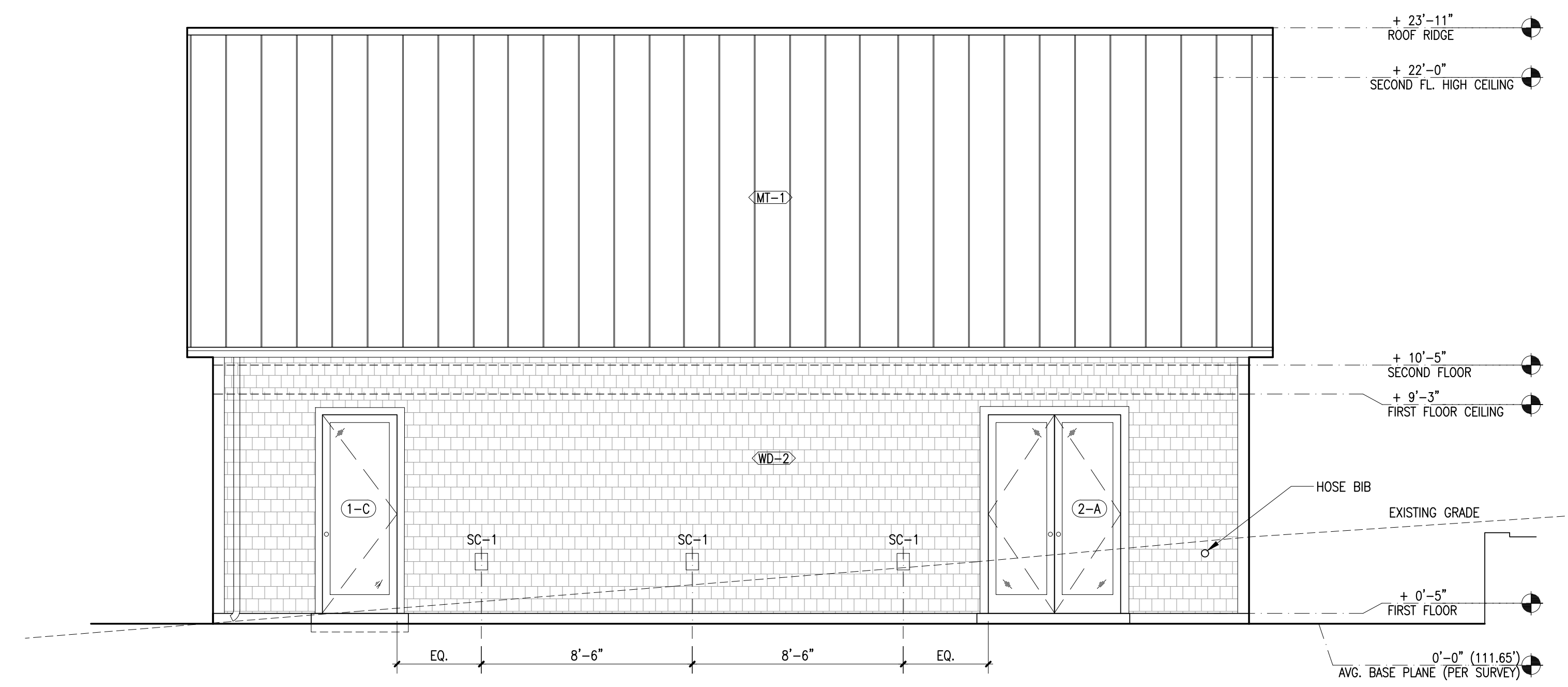
1 EXTERIOR ELEVATION— NORTH  
1/4" = 1' 0"



2 EXTERIOR ELEVATION— EAST  
1/4" = 1' 0"



3 EXTERIOR ELEVATION— SOUTH  
1/4" = 1' 0"



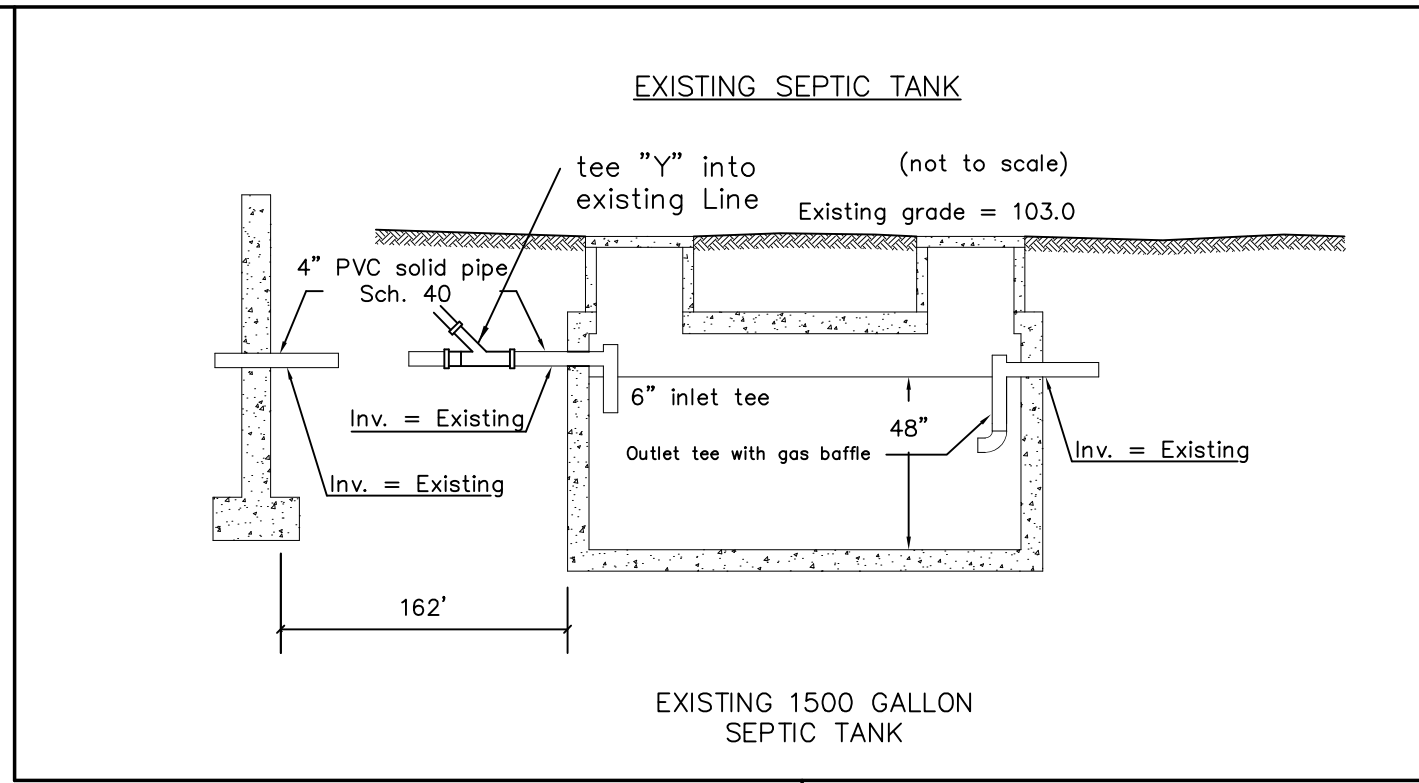
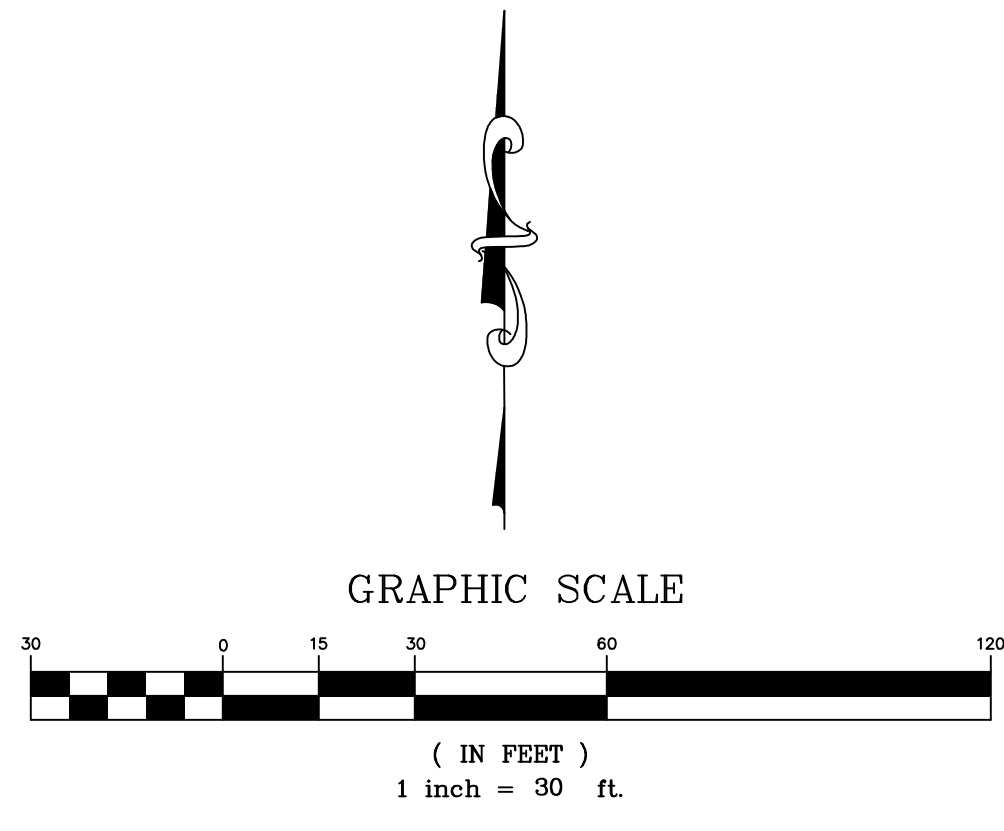
4 EXTERIOR ELEVATION— WEST  
1/4" = 1' 0"

NOTE: DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN FIELD.

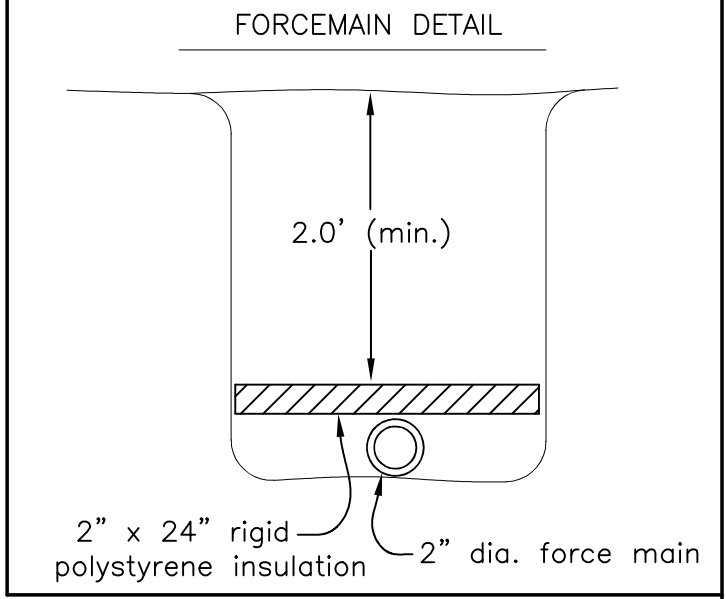
ARCHITECT'S STAMP	ISSUE	DATE	REV.	CHILMARK GARAGE & PROPOSED ACCESSORY APARTMENT		EXTERIOR ELEVATION
				7 HIGH MEADOW, CHILMARK, MA 02535		DRAWN BY A.G. CHECKED BY L.S.
				GLICKMAN SCHLESINGER ARCHITECTS 6637 60TH PL. RIDGEWOOD, NY 11385 718.775.3270		FILING SET NOVEMBER 14, 2023
						A-201 SHEET

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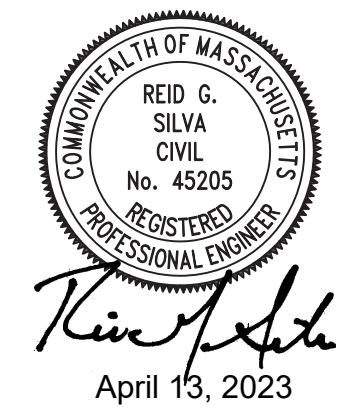
- CONTRACTOR NOTES:
1. The sewage ejector basin shall be 3' by 4' Solid Concrete chamber or approved equivalent and be insulated against freezing.
  2. Ejector pump shall be Non-Grinder type and capable of passing a 2" solid (see 310 CMR 15.229 for additional requirements).
  3. The force main shall be buried to a depth of 4 ft. or insulated in accordance with the force main detail.
  4. The building sewer from the garage to the ejector pump shall have a minimum slope of 2%.
  5. This design does not warrant the location of underground pipes, wires, utilities or other underground structures. The installer shall be responsible for locating and relocating these objects as necessary.



Assr.-Pcl 7-21.4  
"N/F Bradley Myers & Emily Parr"

Assr.-Pcl 7-82  
"N/F Deerpath Lane Nominee Trust"

Assr.-Pcl 7-52  
Martha's Vineyard Land Bank Commission



Septic Tie-In Plan in  
Chilmark, Mass.  
Prepared for  
Frank Lorusso  
Scale 1" = 30'  
April 11, 2023

**VINEYARD LAND SURVEYING & ENGINEERING**  
12 Cournoyer Road  
P.O. Box 421  
West Tisbury, MA 02575  
P 508-693-3774 F 508-629-0440  
VLSE.net

Job No. 1809

NOTE: DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN FIELD.

ARCHITECT'S STAMP	ISSUE	DATE	REV.	CHILMARK GARAGE & PROPOSED ACCESSORY APARTMENT		CIVIL PLAN
				7 HIGH MEADOW, CHILMARK, MA 02535		DRAWN BY A.G. CHECKED BY L.S.
				GLICKMAN SCHLESINGER ARCHITECTS 6637 60TH PL. RIDGWOOD, NY 11385 718.775.3270	FILING SET NOVEMBER 14, 2023	C-101
						SHEET

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October 19, 2023

Chilmark Board of Health  
P. O. Box 119  
Chilmark, MA 02535

RE: LoRusso, Jennifer - #7 High Meadow, AP 7-21-5  
VLS&E Job No. 1809

Dear Board Members,

In April 2023 our office submitted a septic tie-in plan for the above referenced property that included the installation of a sewage ejector pump. The plan was approved with the condition that the pump be specified. Below is the pump that shall be utilized for this system:

**Liberty LE-40 submersible pump** or an approved equivalent.

Total dynamic head for this design is approximately 17 ft. for which the LE-40 is rated for 45 GPM.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Reid G. Silva'.

Reid G. Silva, PE PLS  
Professional Engineer  
Professional Land Surveyor