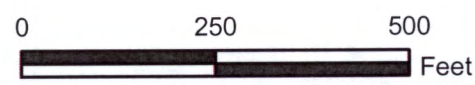
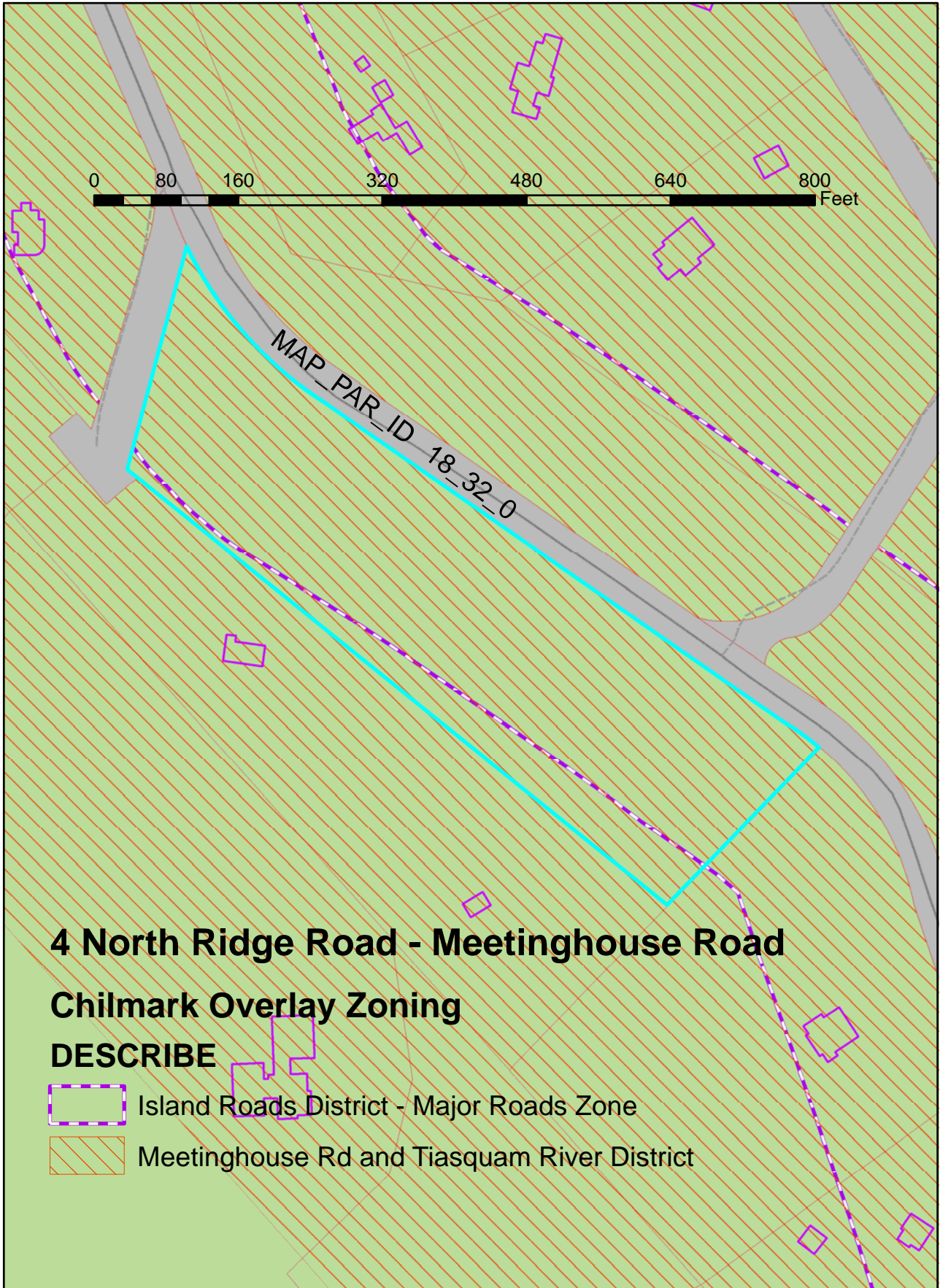
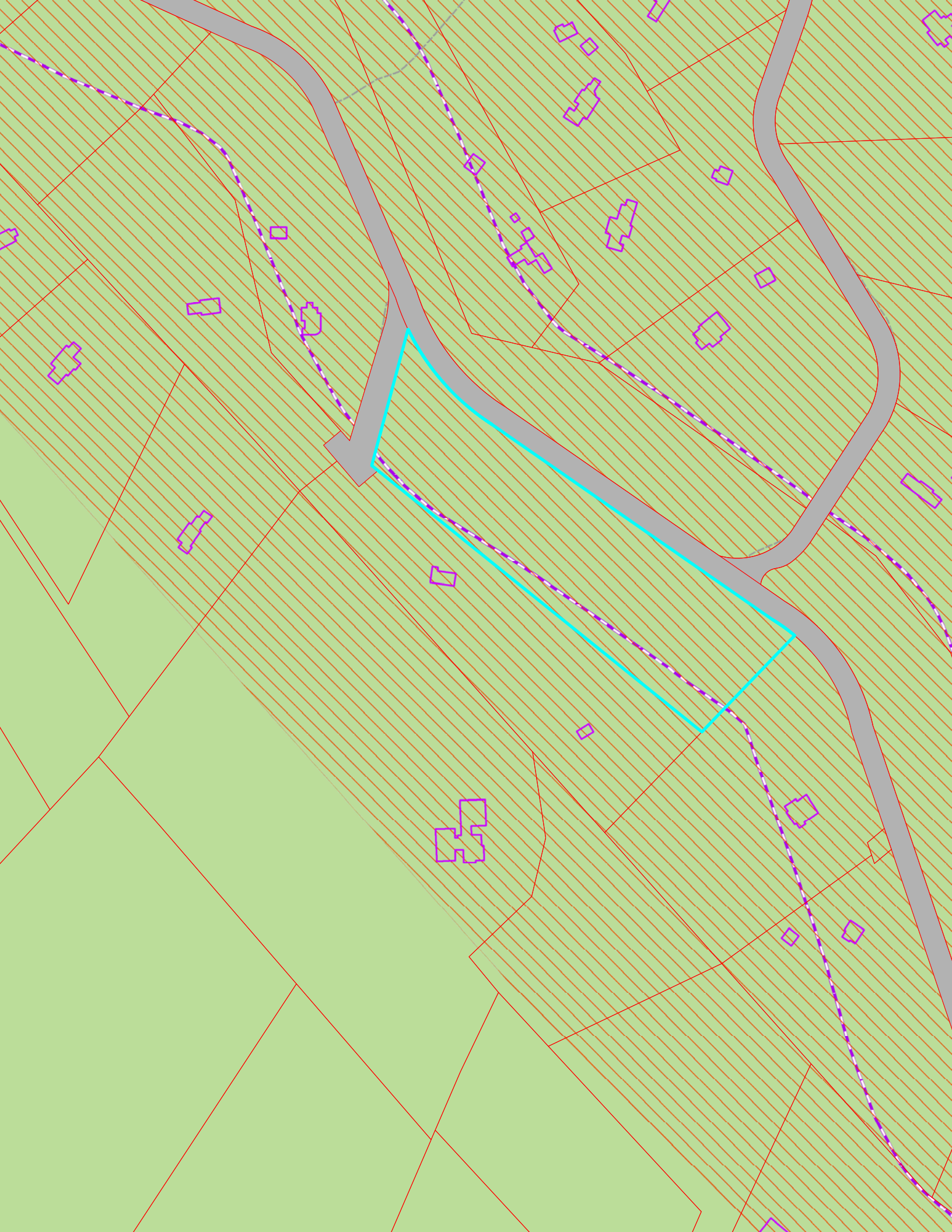


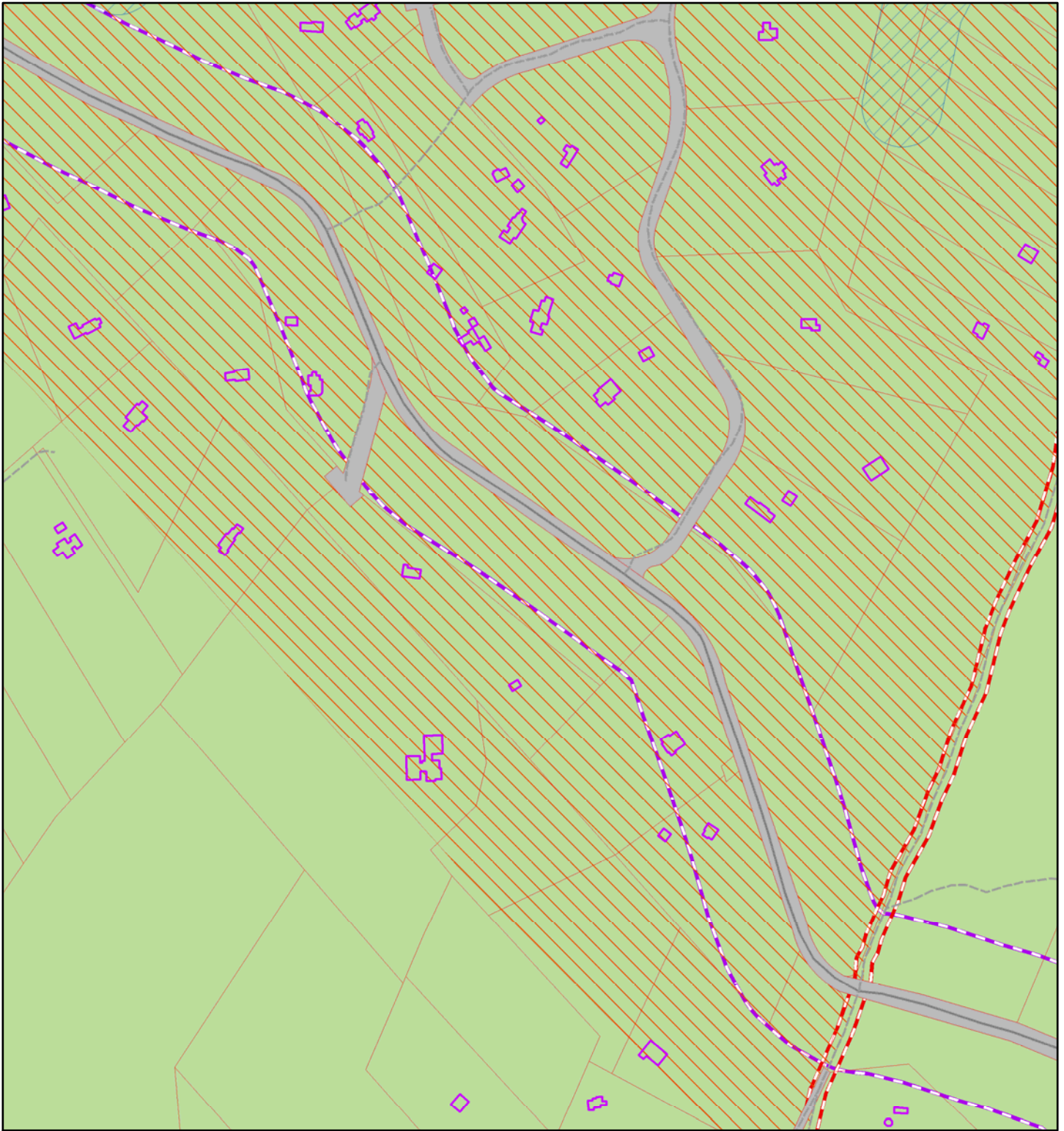
Macy Design Corp
 Meeting House Road - Chilmark



12/13/2016

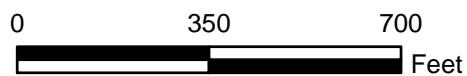
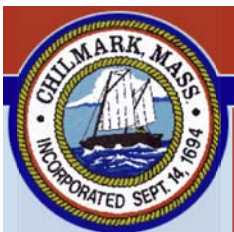




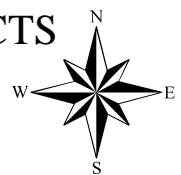


4 North Ridge Road

Chilmark Mass - Roadside & Meetinghouse DISTRICTS



8/20/2019





32

4.1 A

33

2.5 A

34

3.2 A

31

3.4 A

3

3.5

NORTH RIDGE ROAD

SOUTH RIDGE ROAD



Property Card: 4 NORTH RIDGE RD
Town of Chilmark, MA

General Information

| STRUCTURE PHOTO | PROPERTY INFORMATION |
|--------------------|--|
| NO PHOTO AVAILABLE | Parcel ID: 018-032-00 Owner: CHILMARK TOWN OF Address1: PO BOX 119 Address 2: City/St/Zip: CHILMARK MA, 02535 Map: 18 Block: 0 Lot: 32 Current Use: VAC,SELECT/CITY CNCL Acreage: 4 |
| | ASSESSMENT INFORMATION |
| | Land: \$ 642100 Buildings: \$ 0 Assessed Value: \$ 642100 Taxable Value: \$ 642100 |

Legal Information

| Grantor | Deed Book/Page | Sale Date | Sale Price |
|------------------|----------------|---------------------------|------------|
| MACY DESIGN CORP | 37/101 | 3/20/2017 12:00:00 AM | 0 |
| MACY ROBERT D | 37/101 | 10/22/1986 12:00:00 AM | 0 |

Building Details

| Model | Model | SQ Ft | Year Built | Total Rooms | Bedrooms | Baths | 1/2 Baths |
|-------|-------|-------|------------|-------------|----------|-------|-----------|
| | | | | | | | |



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Key: 746

Town of Chilmark - Fiscal Year 2020

12/3/2019 8:57 am SEQ #: 906

LEGAL

| CURRENT OWNER | | | | PARCEL ID | | | | LOCATION | | | |
|--|--|--|--|------------|----|------------|--|------------------|--|--|--|
| CHILMARK TOWN OF PO BOX 119 CHILMARK, MA 02535 | | | | 18-32-0 | | | | 4 NORTH RIDGE RD | | | |
| TRANSFER HISTORY | | | | DOS | T | SALE PRICE | | BK-PG (Cert) | | | |
| | | | | 03/20/2017 | H | | | (7116) | | | |
| | | | | 10/22/1986 | 99 | | | 37-101 | | | |

| CLASS | CLASS% | DESCRIPTION | | | BN ID | BN | CARD | |
|--------|--------|----------------------|------|--------|-------|----|--------|---|
| 9300 | 100 | VAC.SELECT/CITY CNCL | | | | | 1 of 1 | |
| PMT NO | PMT DT | TY | DESC | AMOUNT | INSP | BY | 1st | % |
| | | | | | | | | |

LAND

| CD | T | AC/SF/UN | Nbhd | Infl1 | Infl2 | ADJ BASE | SAF | Infl3 | Lpi | VC | CREDIT AMT | ADJ VALUE | | | |
|-----|---|----------|------|-------|-------|----------|-----|-------|---------|------|------------|-----------|-----|------|---------|
| 100 | S | 130,680 | 1 | 1.00 | 100 | 1.00 | 100 | 1.00 | 410,000 | 0.46 | 100 | 1.00 | 1 | 1.00 | 570,600 |
| 300 | A | 1.100 | 1 | 1.00 | 100 | 1.00 | 100 | 1.00 | 50,000 | 1.30 | 100 | 1.00 | ELP | 1.00 | 71,450 |

| | | | | | | | | |
|-------|-------------|--------|----------|------|---|----------|---------|----------|
| TOTAL | 4.100 Acres | ZONING | 3-3 | FRNT | 0 | ASSESSED | CURRENT | PREVIOUS |
| Nbhd | 1 | NOTE | | | | LAND | 642,100 | 642,100 |
| Infl1 | 100 | | BUILDING | 0 | 0 | | | |
| Infl2 | 100 | | DETACHED | 0 | 0 | | | |
| | | | OTHER | 0 | 0 | | | |
| | | | | | | TOTAL | 642,100 | 642,100 |

DETACHED

| TY | QUAL | COND | DIM/NOTE | YB | UNITS | ADJ PRICE | RCNLD | PHOTO |
|----|------|------|----------|----|-------|-----------|-------|-------|
| | | | | | | | | |

BUILDING

| BUILDING | CD | ADJ | DESC | MEASURE |
|----------|----|-----|------|---------|
| MODEL | | | | LIST |
| STYLE | | | | REVIEW |
| QUALITY | | | | |
| FRAME | | | | |

| YEAR BLT | NET AREA | \$NLA(RCN) | SIZE ADJ | DETAIL ADJ | OVERALL | ELEMENT | CD | DESCRIPTION | ADJ | S | BAT | T | DESCRIPTION | UNITS | YB | ADJ PRICE | RCN |
|----------|----------|------------|----------|------------|---------|---------|----|-------------|-----|---|-----|---|-------------|-------|----|-----------|-----|
| | | | | | | | | | | | | | | | | | |

| TOTAL RCN | |
|----------------|------|
| | |
| CONDITION ELEM | CD |
| | |
| EFF.YR/AGE | |
| COND | |
| FUNC | |
| ECON | |
| DEPR | % GD |
| RCNLD | |

Key: 746

Town of Chilmark - Fiscal Year 2019

1/28/2019 8:44 am SEQ #: 907

LEGAL

| CURRENT OWNER | | | | PARCEL ID | | | | LOCATION | | | |
|--|--|--|--|------------|----|------------|--------------|------------------|--|--|--|
| CHILMARK TOWN OF PO BOX 119 CHILMARK, MA 02535 | | | | 18-32-0 | | | | 4 NORTH RIDGE RD | | | |
| TRANSFER HISTORY | | | | DOS | T | SALE PRICE | BK-PG (Cert) | | | | |
| | | | | 03/20/2017 | H | | (7116) | | | | |
| | | | | 10/22/1986 | 99 | | 37-101 | | | | |

| CLASS | CLASS% | DESCRIPTION | | | BN ID | BN | CARD | |
|--------|--------|----------------------|------|--------|-------|----|--------|---|
| 9300 | 100 | VAC.SELECT/CITY CNCL | | | | | 1 of 1 | |
| PMT NO | PMT DT | TY | DESC | AMOUNT | INSP | BY | 1st | % |
| | | | | | | | | |

LAND

| CD | T | AC/SF/UN | Nbhd | Infl1 | Infl2 | ADJ BASE | SAF | Infl3 | Lpi | VC | CREDIT AMT | ADJ VALUE | |
|-----|---|----------|------|-------|-------|----------|-----|-------|---------|------|------------|-----------|---------|
| 100 | S | 130,680 | 1 | 1.00 | 100 | 1.00 | 100 | 1.00 | 410,000 | 0.46 | 100 | 1.00 | 570,600 |
| 300 | A | 1.100 | 1 | 1.00 | 100 | 1.00 | 100 | 1.00 | 50,000 | 1.30 | 100 | 1.00 | 71,450 |

| | | | | | | | | |
|-------|-------------|--------|----------|---------|---------|----------|---------|----------|
| TOTAL | 4.100 Acres | ZONING | 3-3 | FRNT | 0 | ASSESSED | CURRENT | PREVIOUS |
| Nbhd | 1 | NOTE | | | LAND | 642,100 | 841,800 | |
| Infl1 | 100 | | BUILDING | 0 | 0 | | | |
| Infl2 | 100 | | DETACHED | 0 | 0 | | | |
| | | | OTHER | 0 | 0 | | | |
| | | | TOTAL | 642,100 | 841,800 | | | |

DETACHED

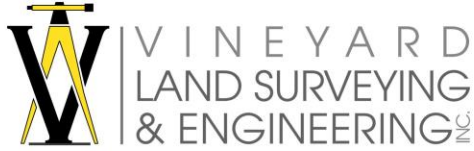
| TY | QUAL | COND | DIM/NOTE | YB | UNITS | ADJ PRICE | RCNLD | PHOTO |
|----|------|------|----------|----|-------|-----------|-------|-------|
| | | | | | | | | |

BUILDING

| BUILDING | CD | ADJ | DESC | MEASURE |
|----------|----|-----|------|---------|
| MODEL | | | | LIST |
| STYLE | | | | REVIEW |
| QUALITY | | | | |
| FRAME | | | | |

| YEAR BLT | NET AREA | \$NLA(RCN) | SIZE ADJ | DETAIL ADJ | OVERALL | ELEMENT | CD | DESCRIPTION | ADJ | S | BAT | T | DESCRIPTION | UNITS | YB | ADJ PRICE | RCN |
|----------|----------|------------|----------|------------|---------|---------|----|-------------|-----|---|-----|---|-------------|-------|----|-----------|-----|
| | | | | | | | | | | | | | | | | | |

| TOTAL RCN | | CONDITION ELEM | CD |
|------------|--|----------------|----|
| | | | |
| EFF.YR/AGE | | | |
| COND | | | |
| FUNC | | | |
| ECON | | | |
| DEPR | | % GD | |
| RCNLD | | | |



February 27, 2019

Town of Chilmark
c/o Tim Carroll
Via email
townadministrator@chilmarkma.gov

RE: Soil Tests – 4 North Ridge Road, Chilmark Assessor Parcel 18-32

Dear Selectmen,

On February 1, 2019 I completed two (2) deep soil observation holes on the above referenced lot in effort to determine the suitability of the existing soils to support an onsite septic system. Similar soil conditions were encountered in both holes and the characteristics are listed below.

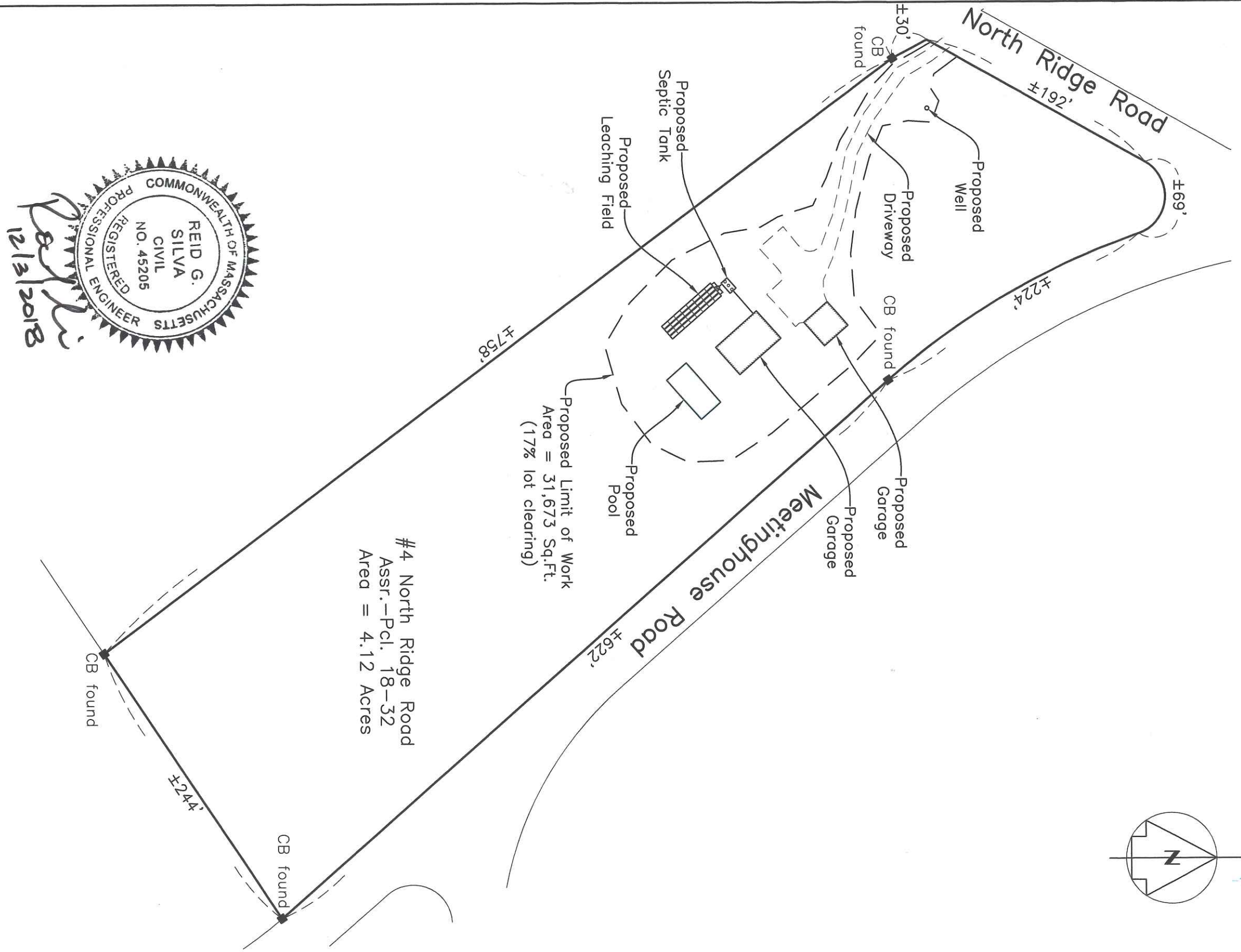
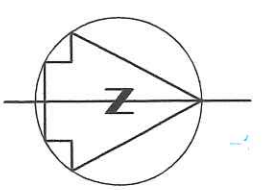
| | | |
|---|--------------|-------------|
| Soil Observation Hole #1 – February 1, 2019 | | |
| Soil Evaluator: Reid G. Silva, PE | | |
| Depth from surface | Soil horizon | Description |
| 0-8" | A | Sandy Loam |
| 8"-48" | B | Loamy sand |
| 48"-144" | C | Medium sand |
| No Groundwater found | | |
| Percolation rate: Less than 5 M.P.I. @ 48" | | |
| Soil Observation Hole #2 – February 1, 2019 | | |
| Soil Evaluator: Reid G. Silva, PE | | |
| Depth from surface | Soil horizon | Description |
| 0-8" | A | Sandy Loam |
| 8"-48" | B | Loamy sand |
| 48"-144" | C | Medium sand |
| No Groundwater found | | |
| Percolation rate: Less than 5 M.P.I. @ 48" | | |

It is my opinion that the existing soil conditions are suitable for the development of an onsite septic system on this lot that could support a house of 6 bedrooms. Attached is a sketch identifying the approximate location of the tests, if you have any questions regarding this matter, please feel free to give me a call.

Sincerely,

Reid G. Silva, PE PLS





#4 North Ridge Road
Assr.-Pcl. 18-32
Area = 4.12 Acres



Site Plan of Land
in Chilmark, Mass.
Prepared for
The Town of Chilmark

December 3, 2018 Scale: 1"=80'



12 Cournoyer Road
P.O. Box 421
West Tisbury, MA 02575
P 508-693-3774 | F 508-629-0440
VISE.net



MASSWILDLIFE

DIVISION OF
FISHERIES & WILDLIFE

1 Rabbit Hill Road, Westborough, MA 01581

p: (508) 389-6300 | f: (508) 389-7890

MASS.GOV/MASSWILDLIFE

January 4, 2019

Town of Chilmark
c/o Vineyard Land Surveying & Engineering, Inc.
PO Box 421
West Tisbury MA 02575

RE: Project Location: 4 North Ridge Road, Chilmark
Project Description: Single Family Home
NHESP File No.: 18-38281

Dear Applicant:

Thank you for submitting the MESA Project Review Checklist, site plans (dated December 3, 2018) and other required materials to the Natural Heritage and Endangered Species Program of the MA Division of Fisheries & Wildlife (the "Division") for review pursuant to the Massachusetts Endangered Species Act (MESA) (MGL c.131A) and its implementing regulations (321 CMR 10.00).

Based on a review of the information that was provided and the information that is currently contained in our database, the Division has determined that this project, as currently proposed, **will not result in a prohibited Take** of state-listed rare species. This determination is a final decision of the Division of Fisheries & Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the site plans may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please note that this determination addresses only the matter of state-listed species and their habitats. If you have any questions regarding this letter please contact Emily Holt, Endangered Species Review Assistant, at (508) 389-6385.

Sincerely,

Thomas W. French, Ph.D.
Assistant Director

cc: Reid Silva, Vineyard Land Surveying & Engineering, Inc.

MASSWILDLIFE

AGREEMENT

February 20, 2018

Re: Town of Chilmark vs. Macy Design Corporation
Mass Land Court Case No. 09 TL 138087
Meetinghouse Road – Lot 70 (“Macy Lot”)

The Town of Chilmark (the “Town”) and the Meetinghouse Road Association (“MRA”) agree as follows:


1. The MRA will not file a motion to vacate the decree of foreclosure entered in the Massachusetts Land Court on February 23, 2017 in case no. 09 TL 138087 regarding the Macy Lot, on any grounds.
2. The MRA will file a Waiver of Rights under Massachusetts General Laws chapter 60, sections 69 and 69A in the Massachusetts Land Court in case no. 09 TL 138087.
3. The Town acknowledges that from and after its foreclosure on the Macy Lot, the Town has become a member of the MRA and as long as it still owns the property is subject to, and will abide by, the covenants and agreements respecting the lots under the jurisdiction of the MRA, including the restrictions on House Lot Owners, in the Meetinghouse Road Declaration, dated March 18, 1986.
4. The Town acknowledges that beginning with the fiscal year ending March 31, 2018, the Town will be a dues-paying member of the MRA for as long as it continues to own the Macy Lot.
5. The MRA hereby waives in favor of the Town all unpaid assessments currently outstanding on the Macy Lot and any related liens, except for an aggregate amount of \$11,035.28, which the Town will pay to the MRA at the time the Town sells the Macy Lot or on or before July 2, 2019, whichever occurs first.
6. Stuart Cotton is the current President of the Meetinghouse Road Association. Stuart Cotton as President of the MRA has the authority to enter into the agreement on behalf of the MRA.
7. The Town of Chilmark’s Board of Selectmen has the authority to enter into this agreement on behalf of the Town of Chilmark.
8. This Agreement may be executed in counterparts which when taken together shall constitute a fully executed agreement.

AGREED TO:


Town of Chilmark,
By its Board of Selectmen

By: 
Warren M. Doty, Selectmen

By: 
William Rossi, Selectmen

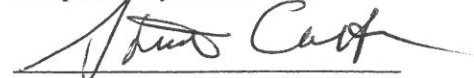
By: 
James Malkin, Selectmen

Meetinghouse Road Association

By: 
Stuart Cotton
President

8. I, on behalf of the MRA also agree to irrevocably waive any and all rights to file a petition to vacate any decree or judgment that has entered in this case for the Plaintiff, on the grounds of, but not limited to, inadequate notice or due process violation.

Respectfully submitted,



Stuart Cotton, President of
Meetinghouse Road Association

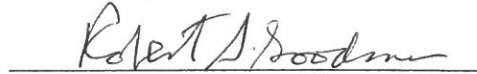
Dated: February 20, 2018

THE STATE OF NEW YORK

New York, ss.

On February 20, 2018 before me the undersigned Notary Public, personally appeared Stuart Cotton, President of Meetinghouse Road Association, proved to me on the basis of satisfactory evidence of identification, which were driver's license, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Witness my hand and official seal.



- Notary Public

My commission expires:

October 31, 2021

ROBERT S. GOODMAN
Notary Public, State of New York
No. 02GO1505475
Qualified in Westchester County
Commission Expires October 31, 2021

AGREEMENT

February 20, 2018

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AGREED TO:


Town of Chilmark,
By its Board of Selectmen

By: 
Warren M. Doty, Selectmen

By: 
William Rossi, Selectmen

By: 
James Malkin, Selectmen

Meetinghouse Road Association

By: 
Stuart Cotton
President

BY-LAWS
OF
MEETINGHOUSE ROAD ASSOCIATION, INC.

ARTICLE I

Names, Purposes, Powers and Related Matters

The name of the Meetinghouse Road Association, Inc. (hereinafter in these By-Laws referred to as the "Association"), the location of the principal office and its purposes shall be as set forth in the Article of Organization and these By-Laws. The powers of the Association and of its directors, officers, committees and members, and all matters concerning the conduct and regulation of the affairs of the Association and the manner in which and the officers and agents by whom its purposes may be accomplished shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization which shall be construed to mean the Articles of Organization as from time to time amended. All property over which the Association has control and which is subject to the Declaration of Restrictive Covenants imposed thereon by RCM Associates Trust and recorded in the Registry of Deeds in and for the County of Dukes County, is sometimes hereinafter referred to as the "Property". In the event there is any conflict in the rights and duties of the members, officers or directors of the Association described herein or in said Declaration of Restrictive Covenants, the provisions of the latter document shall control.

ARTICLE II

Members

1. Membership

Every person holding an interest in the fee of a Lot on the Property (hereinafter "Owners") shall be a member of the Association. The Association shall have two classes of membership:

Class A Members. Class A members shall be all Owners except RCM Associates Trust. Class A members shall be entitled to one vote for each Lot in which they hold an interest in the fee. When more than one person holds such interest or interests in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Members. The Class B members shall be RCM Associates Trust. The Class B member shall be entitled to three votes for each Lot in which it holds an interest in the fee, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the first to occur of the following events:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; and

(b) on January 1, 1989.

From and after the happening of the first of these aforementioned events, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds an interest in the fee.

In all other respects, the rights and obligations of the Class A members and Class B members shall be identical.

2. Rights of Membership Subject to Payment of Assessments

The rights of each member are subject to the payment of annual and special assessments levied by the Association and which are imposed against each Owner and become a lien upon the property against which such assessments are made as provided by Article IV of the Declaration of Restrictive Covenants and Article III hereof.

3. Annual Meeting

The annual meeting of members shall be held at the principal office of the Association in the Town of Chilmark or at such other place within or without The Commonwealth of Massachusetts as designated by the President in the notice of annual meeting, on the second Saturday in July in each year, if it be not a legal holiday, and, if it be a legal holiday, then at the same hour on the next succeeding day not a legal holiday. Purposes for which the annual meeting shall be held shall include the fixing of the number of members of the Board of Directors, and for such other purposes as may be prescribed by law, by the Articles of Organization by the Declaration of Restrictive Covenants, and by these By-Laws, as are specified by the Board of Directors or by a writing signed by the President or by a majority of the Board of Directors or by a majority of the members entitled to vote. If such annual meeting is omitted on the day herein provided therefor, a special meeting may be held in place thereof, and any business transacted or elections held at such meeting shall have the same effect as if transacted or held at the annual meeting.

4. Special Meeting

Special meetings of members may be called at any time by the President or by a majority of the directors or by a majority of the members of the Association entitled to vote thereat. Upon any such call, a special meeting shall be called by the Secretary, or in case of the death, absence, incapacity, or refusal of the Secretary, by any other officer. Any such call shall state the day, hour, place, and purpose of the meeting and shall be delivered to the Secretary in sufficient time to enable him to give such written notice of such meeting to the members as is required by these By-Laws.

5. Place of Meetings

All meetings of members shall be held in the Town of Chilmark or at such other place within or without The Commonwealth of Massachusetts as may be fixed by the President for annual meetings or as may be stated in the call for a special meeting.

6. Notice of Meetings

Written notice of each meeting of members of the Association, stating the day, hour and place thereof and the purposes for which the meeting is being held shall be given by the Secretary, at least seven (7) days before the meeting, to each member of the Association entitled to vote thereat, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such member at his address as it appears upon the books of the Association. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by any other officer or by a person designated either by the Secretary or by the person or persons calling the meeting or by the Board of Directors. No notice of the time, place, or purpose of any regular or special meeting of the members shall be required to be given to any member who is present or represented at such meeting or who, or whose attorney thereunto authorized by a writing which is filed with the record of the meeting, waives such notice.

7. Quorum

At any annual or special meeting of the members, persons representing a majority of the total eligible votes of Class A members and Class B members shall constitute a quorum for the consideration of business to come before the meeting, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

8. Action of Meeting

When a quorum is present at any meeting, members holding a majority of the votes entitled to be cast shall, except where a larger vote is required by law, by the Articles of Organization or by these By-Laws, decide any question brought before such meeting. Members may vote in person or by proxy duly executed no more than six months before the date of any such meeting.

9. Action Without Meeting

Any action to be taken by members may be taken without a meeting if all members entitled to vote on the matter consent to the action in writing and such written consents are filed with the records of the meetings. Such consents shall be treated for all purposes as a vote at a meeting.

10. Resignations

A member of the Association shall be deemed to resign when such member ceases to hold any interest in the fee of a Lot.

11. Proceeding

All meetings of the members shall be governed as to procedure by Robert's Rules of Order, except to the extent the contrary may be expressly provided by these By-Laws or the Articles of Organization.

ARTICLE III

Assessments

1. Purpose of Assessments

Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance of the property and the recreation, health, safety, and welfare of the Owners and visitors to the Property and in particular 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, and for the cost of labor, equipment, materials, managements, and supervision thereof.

2. Basis and Maximum of Annual Assessments

From and after January 1, 1981, the annual assessment shall be fixed by vote of the members, as hereinafter provided, for the next succeeding three (3) years and at the end of each

such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount; provided, however, that if emergency repairs are required, for example, because of a hurricane and the annual assessment is insufficient, the members may, following the procedures of Section 3 and Section 5 of this Article, vote an emergency assessment. Once so voted, such emergency assessment shall have the same standing as an annual assessment.

3. Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 2 of this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and which shall set forth the purpose of the meeting,

4. Change in Basis and Maximum of Annual Assessments

Subject to the limitations of Section 2 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by said Section 2 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all members at least thirty (30) days in advance of such meeting setting forth the purpose of the meeting.

5. Special Quorum

The Quorum required for any action authorized by Section 3 or Section 4 of this Article only shall be as follows:

The presence at the meeting, provided for in Section 3 and Section 4 of this Article, of members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another

meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the date on which the first meeting was called but not held due to lack of a quorum.

6. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of July of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 2 as the remaining number of months in that year bear to twelve. The same deduction shall apply in the amount of the assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

7. Notice of Assessment

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open to inspection by any Owner during business hours.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

8. Certification of No Lien

The Association shall, upon demand at any time, furnish to any 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 said assessment and whether said assessment has been paid. Such certificate may be signed by any one 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 except to the extent disputed by such Owner, of the amount of any assessment herein stated to be unpaid.

9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association

If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof) 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 then Owner, his heirs, devisees, 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 then Owner.

If the assessment is not paid within thirty (30) days after the same shall have been payable, the assessment shall bear interest from such date at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, 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 a reasonable attorney's fee.

ARTICLE IV

Property Rights in the Common Property

1. Each member shall be entitled to the use and enjoyment of the Common Properties and facilities in accordance with the provisions of the Declaration of Restrictive Covenants.

2. Any member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon the Lot, to any of his tenants who reside thereon under a leasehold interest or to his guests, when accompanied by such member, subject to any rules and regulations that may be adopted by the Association. Such member shall notify the Secretary in writing of the name of any such person. The rights and privileges of such person are subject to suspension under the provisions of these By-Laws to the same extent as those of a member.

ARTICLE V

Board of Directors

1. Election

There shall be a board of not less than three (3) Directors who need not be members. The number of Directors shall initially be determined, and Directors be elected, by vote of the incorporators, the Directors so elected to serve until the first annual meeting of the members of the Association and until their respective successors shall have been chosen by ballot at the annual meeting of the members or at any special meeting held in place thereof. The number of Directors shall be determined annually, either at the annual meeting of the members or at a special meeting called for that purpose.

2. Term

Subject to law, to the Articles of Organization, and to the other provisions of these By-laws, and unless a different term shall have been determined by the members, each director shall serve for a term of one (1) year, and until his successor is duly chosen and qualified.

3. Vacancies

Any vacancy among the directors shall be filled by the Board of Directors for the balance of the term. The Board of Directors shall have and may exercise the powers of the directors notwithstanding any vacancies in their number.

4. Resignations

Any director may resign at any time by written notice of resignation filed with the Secretary.

5. Meetings

Regular meetings of the Board of Directors may be held without call or formal notice at such places and at such

times as the Board of Directors may by vote from time to time determine. A regular meeting of the Board of Directors may be held without call or formal notice immediately after, and at the same place as, the annual meeting of the members or any special meeting of the members in place of such annual meeting.

Special meetings of the Board of Directors may be held at any time and at any place designated in a call by any officer or a majority of the members of the Board of Directors.

6. Notice of Meetings

Notice of all special meeting of the Board of Directors shall be given to each director by the Secretary or, in case of death, absence, incapacity or refusal of the Secretary, by the officer or members of the Board of Directors calling the meeting; provided, however, that no notice need be given to any member of the Board of Directors who is either present or waives notice thereof by a writing which is filed with the records of the meeting or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice of waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. In any case it shall be deemed sufficient notice to a director to send notice of the meeting by telegram at least twenty-four (24) hours before, or by mail at least seventy-two (72) hours before, addressed to him at his usual or last known business or residence address.

7. Compensation

No director shall receive any compensation for his services as a member of the Board of Directors as such; provided, however, that any director may be reimbursed for necessary expenses incurred by him in the performance of his duties as a director.

8. Powers and Duties

Except for those powers conferred upon the members of the Association by law, by the Articles of Organization or by these By-Laws, the Board of Directors shall have and may exercise all of the powers of the Association, including without limiting the generality of the foregoing, the management and control of its property, the establishment of regulations, the establishment of committees and the delegation thereto of specific powers, duties and authorities, and the establishment and collection of assessments or charges in connection with the maintenance, preservation or improvement of the Property. The Board of Directors may create an advisory board of one or more

advisors. Members of the advisory board may attend all meetings of the Board of Directors and may participate fully therein; provided, however, that no member of the advisory board shall be empowered to vote at such meeting.

The Board of Directors shall take whatever action is necessary or desirable to extend the term of the Declaration of Restrictive Covenants applicable to the Property until the date set forth in said Declaration of Restrictive Covenants for its expiration. Each member shall, from time to time at the request of the Board of Directors, execute any instrument necessary or desirable to cause the term of said Declaration of Restrictive Covenants to be continued until the date set forth therein for its expiration, as the same may be extended from time to time. The Board of Directors shall cause all such instruments to be so executed and shall cause the same to be recorded in such offices as may be required to so continue such term.

9. Action Without Meeting

Any action to be taken by directors may be taken without a meeting if all the directors entitled to vote on the matter consent to the action in writing and such written consents are filed with the records of the Association. Such consents shall be treated for all purposes as a vote of the directors.

10. Voting

Each director shall have one vote, which vote must be exercised in person.

11. Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

12. Action at Meeting

When a quorum is present at any meeting, a majority of the Board of Directors in attendance thereat shall decide any question brought before such meeting except as otherwise provided by law, the Articles of Organization or these By-Laws.

13. Proceedings

All meetings of the Board of Directors shall be governed as to procedure by Robert's Rules of Order, except to the extent the contrary may be expressly provided by these By-Laws or the Articles of Organization.

ARTICLE VI

Committees

1. Architectural Control Committee

There shall be an Architectural Control Committee which shall have and exercise such powers and duties as set forth in the Declaration of Restrictive Covenants referred to above.

2. Other Committees

The President may appoint such other standing committees, including an executive committee, as the Board of Directors may from time to time direct or permit.

3. Conduct

Subject to said Declaration of Restrictive Covenants, any committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted as nearly as may be the same manner as is provided in these By-Laws for the Board of Directors.

ARTICLE VII

Officers

1. Enumeration

There shall be a President, a Treasurer and a Secretary and such other officers and such agents as the Board of Directors may in its discretion elect or appoint. The Board of Directors may appoint an Executive Director to manage the affairs of the Association, subject to the control of the Board of Directors.

2. Election

The President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of members or at any special meeting held in lieu thereof. Other officers may be chosen by the Board of Directors at such meeting or at any other time.

3. Term

Subject to law, to the Articles of Organization, and to the other provisions of these By-Laws, the President, Treasurer

and Secretary shall hold office until the first meeting of the Board of Directors following the annual meeting of members or any special meeting held in place thereof and until his respective successor shall have been chosen by the Board of Directors. The Executive Director shall hold office at the pleasure of the Board of Directors.

4. Eligibility

The President shall be elected from the Board of Directors. Other officers may, but need not be Directors. So far as is permitted by law, any two or more offices may be filled by the same person.

5. Vacancies

If any office becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the Board of Directors may choose a successor or successors, who shall hold office for the balance of the term.

6. Resignations

Any officer may resign by notice in writing given to the President or the Secretary.

7. President and Vice President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members, and of the Board of Directors. He shall be the Chairman of the Board of Directors. He shall be a member of all committees by virtue of his office. In the event of his absence or disability, the Vice President, or one shall have been elected or appointed, shall perform the duties of the President. If no Vice President shall have been elected, the Treasurer shall perform the duties of the President.

Any Vice President shall have such powers as the Directors may from time to time designate.

8. Treasurer

The Treasurer shall be the chief fiscal officer of the Association. He shall, when and if required by the Board of Directors, give bond for the faithful performance of the duties of his office in such form, in such sum, and with such sureties as the Board may require. The Treasurer shall have care, custody, collection and disbursement of the funds, securities and valuable papers of the Association, except his own bond if any is required and except records and documents

ARTICLE VIII

Removals

The members may, at any meeting called for the purpose, by a vote of a majority of the votes of both Class A and Class B members counted together and entitled to be cast, remove from office any director or any officer elected by the members and elect his successor. The Board of Directors may likewise, by vote of a majority of their entire number, remove from office any officer or agent enacted or appointed by said Board and elect his successor.

If the office of any director or of any member of any committee or of any officer or agent, one or more, becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the directors or the remaining directors, though less than a quorum, may, unless such vacancy, if in the office of director, shall have been filed by the members, choose a successor or successors, who shall hold office for the unexpired term subject to the provisions of this Article VIII.

ARTICLE IX

Dissolution

Except as may be otherwise required by law, the Association may at any time dissolve by the affirmative vote of two-thirds of each of the Class A and Class B members of the Association and after notice thereof has been mailed to all members at least ninety (90) days prior to such vote; provided, however, that in the event of any liquidation, dissolution, termination, or winding up of the Association (whether voluntary, involuntary or by operation of law), the property or assets of the Association remaining after providing for the payment of its debts and obligations shall be conveyed, transferred, distributed, and set over outright to such one or more charitable or educational institutions or organizations, created and organized for non profit purposes similar to those of the Association, deductible under Section 170 (c) of the Internal Revenue Code of 1954 and which qualify as exempt from income tax under Section 501(c)(3) of said Code as said sections may, from time to time, be amended or added to or under any successor sections thereto as two-thirds of the total number of the Class A and Class B members of the Association may by vote designate and in such proportions and in such manner as may be determined in such vote; provided, further, that the Association's property may be applied to charitable or educational purposes in accordance with the doctrine of cy pres

in all respects as a court having jurisdiction in the premises may direct.

ARTICLE X

Audit of Books

Provisions shall be made by the Board of Directors for an annual audit of the accounts of the Treasurer, either by a committee of directors or an accountant retained by the Board of Directors for the purpose of such audit.

ARTICLE XI

Personal Liability

The Board of Directors shall have no power to bind the members of the Association personally or to call upon them for the payment of any sum of money or any assessment whatever other than such sums as are defined in these By-Laws or in the Declaration of Restrictive Covenants or such sums as the members may at any time personally agree to in writing to the Association. All persons or corporations extending credit to, contracting with or having any claim against the Association or the Board of Directors shall look only to the funds and property of the Association for the payment of any such contract or claim, or for the payment of any debt, damage, judgment or decree of any money, that may otherwise become due or payable to them from the Association so that neither the members of the Association, nor the directors or officers, present or future shall be personally liable therefor.

ARTICLE XII

Execution of Documents

Except as the Board of Directors or executive committee may authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Association shall be signed on behalf of the Association by the President or the Treasurer.

ARTICLE XIII

Seal

The seal of the Association shall, subject to alteration by the Board of Directors or executive committee, consist of a flat-faced circular die with the name of the Association and the year of its organization cut or engraved thereon.

ARTICLE XIV

Fiscal Year

Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Association shall end on the last day of January in each year.

ARTICLE XV

Indemnification

The Association shall, to the extent legally permissible, indemnify each of its directors and officers (including persons who serve at its request as directors, officers, or directors of another organization in which it has any interest as a creditor or otherwise) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Association; provided, however, that as to any matter disposed of by a compromise payment by such director or officer, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Association, after notice that it involved such indemnification, (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Association. Expenses including reasonable counsel fees, reasonably incurred by any such director or officer in connection with the defense or disposition of any action, suit or other proceeding may be paid from time to time by the Association in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid by the Association if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director or officer may be entitled. As used in this paragraph, the terms "director" and "officer" include their

respective heirs, executors and administrators, and an "interested" director or officer is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending. Nothing contained in this Section shall affect any rights to indemnification to which corporate personnel other than directors and officers may be entitled by contract or otherwise under law.

ARTICLE XVI

Amendments

Except as otherwise provided by law, the Articles of Organization or these By-Laws, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by an affirmative vote of two-thirds of the members of both Class A and Class B members of the Association counted together at any annual meeting of the members or at any special meeting of the members called for the purpose, the notice of which meeting shall specify such intention to amend and the subject matter of the proposed alteration, amendment or repeal of the By-Laws to be affected thereby.

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, Trustees of RCM Associates Trust, 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 to the benefit and enforceable by the Trustees and by all grantees of the property or of lots of the property, whether such grantees acquire title from the Trustees or from a successor entitled to the Trustees.

ARTICLE I

1.0 Definitions

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Trustees" shall mean and refer to the undersigned trustees of the RCM Associates Trust under instrument dated March 7, 1979 and filed with Dukes County Registry District of the Land Court on March 13, 1979, as Document No. 11498.

(b) "Chilmark" shall mean and refer to the Town of Chilmark, County of Dukes, Massachusetts, acting by and through its Planning Board established pursuant to Massachusetts General Laws, Chapter 41, Section 81A, as amended.

(c) "The Property" shall mean and refer to the real property described in Appendix A, attached hereto and incorporated herein by reference.

(d) "The plan" shall mean the plan of subdivision entitled: "Plan of Land in Chilmark, Mass., Surveyed for One Skippack Pike Corp., Dean R. Swift, Registered Land Surveyor, Vineyard Haven, Mass., May 8, 1980, Scale 1" = 100'." A duly executed copy hereof shall be recorded with the said plan following final approval hereof.

(e) "Common Properties" shall mean and refer to those areas of land shown on the plan as amended from time to time in accordance herewith, as being intended to be devoted to the common use and enjoyment of the Owners and any lots that may be transferred to the Association for use as common properties.

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

(g) "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.

(h) "Association" shall mean and refer to the Meetinghouse Road Association, Inc., a not for profit corporation, organized under G.L. Ch. 180.

(i) "Member" shall mean and refer to all Owners from time to time of Lots who shall be members of the Association as provided in the Articles of Organization of Meetinghouse Road Association, Inc.

(j) "Owner" 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.

ARTICLE II

2.0 Governing Association

The Trustees intend that the Lots will be conveyed from the property for separate ownership, and therefore an Association of Owners of Meetinghouse Road Association, Inc. has been established to govern the administration of these restrictions, agreements and easements, to maintain common properties, make assessments for improvements, pay taxes, and attend to other matters of mutual interest.

2.1 Membership

Every 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 said Association.

2.2 Trustees' Reservation of Governing Rights

Until such time as said Association is formed, the Trustees reserve the right to govern the administration of these

restrictions, agreements and easements, to provide for the payment of taxes, maintain the Common Properties, make assessments for improvements and decide matters of mutual interest among the Owners.

ARTICLE III

3.0 Property Rights in the Common Properties

The Trustees hereby charge the Common Properties with the following easements.

3.1 Owners' Easements of Enjoyment.

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

3.2 Title to Common Properties.

The Trustees may retain legal title to the Common Properties until such time as they have completed improvements thereon and until such time as, in the sole opinion of Trustees, the Association is able to maintain the same. The Trustees hereby covenant for themselves, their successors and assigns, that they shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, except such liens and encumbrances as are herein contained or permitted, not later than January 1, 1990, provided, however, that Trustees reserve the right, during this period, either to grant conservation easements, as hereinabove set forth in Article 3.1 hereof to Common Property Lots A, B, D, E, and F or convey said Common Property Lots A, B, D, E, and F to a charitable organization for exclusively public purposes.

3.3 Extent of Easements

The easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Trustees and of the Association to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage the same. It shall,

however, be a condition of any such mortgage that in the event of a default the Lender's rights shall be limited to a right, after taking possession, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon title to and possession of the mortgaged premises shall be returned to the Association;

(b) The right of the Trustees and of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties;

(e) The right of the Trustees or 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 Trustees shall in their sole discretion, determine, provided, however, that should the Association dedicate or transfer the Common Properties as aforesaid, the conditions and purposes shall be subject to agreement by the vote of two-thirds of each class of members entitled to vote, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof by the Association, shall be effective unless an instrument signed by the Board of Directors certifying that at least two-thirds of each class of members entitled to vote have approved such dedication, transfer, purposes or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action proposed to be taken; and

(f) The right of the Trustees or the Association, not in limitation of the rights expressed in paragraph (e) hereof, to impose conservation restrictions in conformity with the provisions of G.L. c. 184, Sections 31-33, inclusive, and the rights expressed in Section 3.2 of this Article.

ARTICLE IV

Maintenance Assessments

4.1 Assessments and Lien for Non-Payment

The Trustees hereby covenant for each Lot owned by it and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, 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 and shall be a continuing lien upon the Lot against which each such assessment is made. 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 Owner of such Lot at the time when the assessments fell due.

4.2 Purpose of Assessment

Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and visitors of the Property and in particular 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 the fields, buildings, equipment and for the cost of labor, equipment, materials, management, and supervision thereof.

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 By-Laws of the Association.

4.4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 4.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected 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 by the Members in accordance with the provisions of the Articles of Organization and By-Laws of the Association.

4.5. Certificate of No Lien

The Association shall upon demand at any time furnish to any 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 said assessment and whether the same has been paid. Such certificate may be signed by any one 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 except to the extent disputed by such Owner, of the amount of any assessment therein stated to be unpaid.

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 By-Laws 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 then 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 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 rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner liable therefor or an action to foreclose the lien against the Lot, owned by such Owner, 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 of judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of action.

ARTICLE VArchitectural Control Committee5.1 Review by Committee

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 therein 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 four (4) inches in diameter, the location of driveways, the height and location of antenna(e) for radio or television and the location of water and sewerage facilities shall 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 the Board of Directors of the Association, or by an architectural review committee composed of three (3) or more representatives appointed by the Board (the "committee").

5.2 Review Guidelines

In making its determination the committee shall consider 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 accents the desired rural environment.

5.3 Automatic Approvals and Certificates of Approval

In the event the committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved. The committee, on request, shall furnish a certificate of approval recordable in form to any Owner whose plans have been approved and who has built in conformity with such plans.

ARTICLE VIMaintenance of Lots and Exteriors6.1 Owner's Duty to Maintain

Every Lot and any structure thereon shall be maintained in a neat and sightly condition. The Association shall have the right to correct conditions of neglect or

disrepair on a Lot or structure thereon, and to take any reasonable action which it deems necessary in order to preserve the neat and slightly appearance of a Lot or any structure thereon, if the Owner of such Lot has failed to correct the same within ninety (90) days after delivery to him of written notice by the Association of the existence of such condition. If at any time the Association exercises such right, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the Owner of such Lot as a result of any entry upon such Lot.

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 Owner and shall become due and payable in all respect as provided in Article IV hereof and the Association's Articles of Organization and By-Laws. The Board of Directors of the Association, 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 Owner as is necessary to reflect the actual cost thereof.

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 Owner, to enter upon any Lot at all reasonable times on any day except Sunday.

ARTICLE VII

Use Restrictions

7.1 Use of Lots

(a) Lots (other than those which may be used as Common Properties) shall be used for single family residence purposes only, provided, however, that guest houses may also be erected on the Lot in accordance with the zoning laws of the Town of Chilmark as adopted and then in effect, or from time to time, as amended. The entire Lot may be rented or leased by the Owner, but no portion thereof or of any structure thereon may be

leased or rented without the prior written approval of the Association.

(b) No Lot shall be subdivided so as to create two or more Lots, but nothing herein shall prohibit an Owner from conveying a portion of his Lot to the Owner of an adjacent Lot or to the Association.

(c) Notwithstanding the provisions of subsection (a) hereof;

(i) a room or rooms in a living unit located on a Lot may be used for the conduct of a profession of the nature commonly conducted from a home.

(d) No construction or alteration of any structure or improvement of any kind or nature or any exterior addition, changes or alteration thereto, or landscaping, clearing or altering of vegetation upon any Lot or construction of a swimming pool as an accessory use may be commenced until and unless the provisions of Article V, 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 Plan. Attached or detached garages for not more than three automobiles and other accessory buildings, such as boat-houses, greenhouses and tool sheds may be physically separate from the principal building on a Lot but shall be constructed only within the Construction Zone of such Lot.

(f) No trees or other natural live vegetation shall be 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 architectural review committee.

(g) No structure on a Lot, except chimneys servicing living units, shall exceed 28 feet in height measured from the mean of the contiguous (adjacent) natural ground level (and lower limits may be imposed by the architectural review committee for specific sites).

(h) Parking spaces for not more than three motor vehicles shall be provided on each Lot. No motor vehicle shall be regularly parked on or adjacent to a Lot unless the same shall be screened from any point outside the boundaries of the Lot.

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

(i) 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

(ii) Unregistered vehicles, equipment and materials not visible from any point outside the boundaries of the Lot.

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

(k) No fence shall be constructed along the property lines of a Lot unless it shall have been determined by the architectural review committee that such a fence is necessary to the conduct of grazing or agricultural activities on such Lot and the design of such fence shall have been approved by the committee. In considering such design, the committee shall treat more favorably those fences designed to compliment the contours of the lands.

(l) All animals kept by Owners on or about the Property shall be well cared for. Upon notification in writing from the Board of Directors of the Association that any such animal has behaved offensively, such Owner shall cause such animal to be removed from the Property. No Owner shall keep more than a reasonable number of household pets upon a Lot. 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) No signs shall be permitted on any Lot except for one sign not over 1½ square feet in area, indicating, at the Owner's option, the Owner's name, occupation and/or the name and street address of the Lot.

(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.

7.2 Use of Common Properties. Common Properties may be used 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, and the locating of private wells where an abutting Owner has been unable to locate one on his Lot.

(b) Common rights of way.

(c) Recreational facilities such as tennis courts, and swimming pools, but only in the areas identified on the Plan as Association Recreation Area.

(d) Common Walking, bridle and bicycle paths.

(e) Plant and wildlife sanctuaries.

(f) Agricultural and horticultural purposes.

(g) Grazing and pasturing of animals.

(h) 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 architectural review committee.

(i) Such other common purposes, consistent with the provisions hereof, for the benefit of the Owners as the Association may from time to time determine.

7.3 Restrictions on the Use of the Common Properties.

(a) No guest or invitee of any Owner shall be permitted to use any portion of the Common Properties (except access roads to such Owner's Lot) unless accompanied by a member of the Association.

(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 (h) 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 Article V., Section 5.1 hereof.

(d) 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 for the benefit of all of the Owners and guests, including the creation and maintenance of views, subject to prior written approval of the architectural review committee, and to post copies of the same thereon.

ARTICLE VIII

General Provisions

8.1 Duration

The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Trustees, Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of one hundred (100) years from the date that this Declaration is recorded. At any time during the year prior to the expiration of the original one hundred (100) year term of this Declaration, the then Owners of two-thirds of the Lots may vote to extend the term hereof.

The Association shall at any time during the year Two Thousand and Nine, or within such other period as may be required by law, take whatever measures are necessary or appropriate to ensure the continued enforceability of the restrictions set forth in this Declaration for an additional 20 year period, or for such other maximum period permitted by law. The Association shall subsequently take whatever measures shall be necessary or appropriate to ensure the continued enforceability of these restrictions, for additional and successive 20 year periods, or for such other maximum periods permitted by law, during the term of these restrictions, as the same may be extended from time to time.

Each Owner shall, from time to time at the request of the Association, execute any instrument necessary or desirable to ensure the continued enforceability of this Declaration until the date set forth herein for its expiration, as the same may be extended from time to time. The Association shall cause all such instruments to be so executed and shall cause the same to be recorded in such offices as may be required to so ensure the continued enforceability of these restrictions.

8.2 Amendments

After the 10th year from the date that this Declaration is recorded, and on each decennial thereafter, the then Owners of two-thirds of the Lots may vote to amend these restrictions; provided, that no such amendment shall be effective unless made and recorded three (3) years in advance of the effective date of such amendment, and unless written notice of the proposed amendment is sent to every Owner at least ninety (90) days in advance of any meeting at which action on the proposed amendment is to be taken.

8.3 Notices

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

8.4 Enforcement

Enforcement of these covenants and restrictions shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien or encumbrance created by these covenants and restrictions; and failure by the Trustees, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.5 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8.6 Sale of Lots by Owners

During the duration period of this Declaration as set forth in Section 8.1 hereof, and after the Trustees have conveyed Lots from the Property for separate ownership, any Lot Owner who desires to sell said Lot and finds a bona fide purchase for the same, shall immediately notify the Association of the prospective sale, and of the terms and conditions thereof, by registered mail, and the Association shall have the option of purchasing the Lot on the same terms and conditions upon giving notice of option within thirty (30) days after notice of mailing by the Owner of said Lot.

8/25/80

This restriction shall not apply to sales of Lots by the Trustees, if any, to One Skippack Pike Corp., a Pennsylvania Business Corporation, nor to subsequent sales of Lots by the aforesaid Corporation, but shall apply to subsequent sales by grantees of said Corporation. This restriction shall likewise not apply to lots which are transferred under Will or by intestacy.

All expressions, terms, conditions, provisions and agreements in this Section 8.6 shall extend to and be binding upon, or inure to the benefit of, as the case may be, the Association, its successors and assigns, and every one of the heirs, executors, administrators, successors and assigns of Owners of Lots, as if in every case expressed; and are hereby covenants running with the land of every Lot during the duration of this Declaration.

IN WITNESS WHEREOF, the RCM Associates Trust, acting by its Trustees hereunto duly authorized has caused this instrument to be executed under seal this _____ day of _____ 1980.

RCM Associates Trust

Ronald A. Mecher for
Alvin H. Clemens *by 8/19/80 letter of authorization*

P. Glenn Moyer
P. Glenn Moyer

PLANNING BOARD IN AND FOR THE TOWN OF CHILMARK

A MAJORITY OF SAID PLANNING BOARD

Barbara F. Seward

Cannabel Dietz

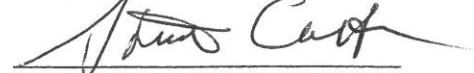
Russell R. Wether

Charles P. Feignert

Andrew Marvot

8. I, on behalf of the MRA also agree to irrevocably waive any and all rights to file a petition to vacate any decree or judgment that has entered in this case for the Plaintiff, on the grounds of, but not limited to, inadequate notice or due process violation.

Respectfully submitted,



Stuart Cotton, President of
Meetinghouse Road Association

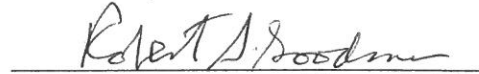
Dated: February 20, 2018

THE STATE OF NEW YORK

New York, ss.

On February 20, 2018 before me the undersigned Notary Public, personally appeared Stuart Cotton, President of Meetinghouse Road Association, proved to me on the basis of satisfactory evidence of identification, which were driver's license, to be the person whose name is signed in the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Witness my hand and official seal.



- Notary Public

My commission expires:

October 31, 2021

ROBERT S. GOODMAN
Notary Public, State of New York
No. 02GO1505475
Qualified in Westchester County
Commission Expires October 31, 2021