

CAPE COD COMPANY
SQUIBNOCKET RIDGE
SUPPLEMENTAL DECLARATION

to

DECLARATION OF PROTECTIVE COVENANTS

(Dated January 22, 1992)

KNOW ALL MEN BY THESE PRESENTS that the CAPE COD COMPANY, a Massachusetts Limited Partnership, under agreement dated January 8, 1979 in consideration of the premises and the covenants herein contained declares as follows:

1. This declaration is intended to add to and supplement the previously executed Declaration of Protective Covenants dated January 22, 1992, as hereinafter set forth:

COVENANTS

2. The notes set forth on the plan entitled "Squibnocket Ridge" by Vineyard Land Surveying and dated January 22, 1991 shall be deemed to be incorporated herein as covenants governing the subdivision depicted thereon.

3. Incorporated in every deed conveying any lot within the Squibnocket Ridge community shall be the following additional covenants:

a. "Recognizing that the land depicted on the Squibnocket Ridge subdivision plan is situated in a unique and remote location, the access to which is subject to periodic disruption and destruction by natural forces, every owner of a lot in the above-described subdivision shall be deemed to have covenanted

with the Town of Chilmark that such owner releases and holds harmless said town, its agents and servants from any liability resulting from the inaccessibility of said lot due to impassibility of the roadway servicing Squibnocket Ridge."

b. Each owner shall be deemed to have covenanted with the Town of Chilmark that any septic tanks installed in any lot shall be cleaned and pumped out at intervals of not more than three (3) years to insure the proper functioning of the septic system.

c. In the event a program of farm field rehabilitation shall be undertaken at Squibnocket Ridge, then said rehabilitation shall be based on Soil Conservation Service and/or County Extension Service plans and advice; all ground disturbance of greater than one (1) acre shall have an erosion control plan developed and submitted to the Chilmark Planning Board.

EASEMENTS

4. Lot 15 shown on said plan (consisting of ± 27.06 acres of land) shall be subject to the perpetual right and easement for the benefit of Lot 6 (consisting of ± 3.75 acres of land) allowing the owner of said Lot 6 to enter said Lot 15 within the area designated "view easement area" on Exhibit "A" appended hereto to mow said area so as to preserve the scenic view from Lot 6 across Lot 15, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 6 shall consult with the owner of Lot 15 regarding the scheduling of mowing so as to coordinate same with any other activities on Lot 15 and minimize the impact and inconvenience thereof;

b. The owner of Lot 15 shall be indemnified and held harmless by the owner of Lot 6 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 6.

5. Lots 8 and 9 shown on said plan (consisting respectively of ± 5.85 and 11.77 acres of land) shall be subject to the perpetual right and easement for the benefit of Lot 7 (consisting of ± 6.17 acres of land) allowing the owner of said Lot 7 to enter said Lots 8 and 9 within the area designated "view easement area" on Exhibit "B" appended hereto to mow said area so as to preserve the scenic view from Lot 7 across Lots 8 and 9, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 7 shall consult with the owners of Lots 8 and 9 regarding the scheduling of mowing so as to co-ordinate same with any other activities on Lots 8 and 9 and minimize the impact and inconvenience thereof;

b. The owners of Lots 8 and 9 shall be indemnified and held harmless by the owner of Lot 7 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 7.

6. Lot 12 shown on said plan (consisting of ± 19.55 acres of land) shall be subject to the perpetual right and easement for

the benefit of Lot 11 (consisting of ± 5.25 acres of land) allowing the owner of said Lot 11 to enter that part of Lot 12 lying to the south of the stone wall and designated "view easement area" on Exhibit "C" appended hereto to mow said area so as to preserve the scenic view from Lot 11 across Lot 12, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 11 shall consult with the owner of Lot 12 regarding the scheduling of mowing so as to coordinate same with any other activities on Lot 12 and minimize the impact and inconvenience thereof;

b. The owner of Lot 12 shall be indemnified and held harmless by the owner of Lot 11 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 11.

7. Lot 5 shown on said plan (consisting of ± 4.14 acres of land) shall be subject to the perpetual right and easement for the benefit of Lot 4 (consisting of ± 5.11 acres of land) allowing the owner of said Lot 4 to enter said Lot 5 within the area designated "view easement area" on Exhibit "D" appended hereto to mow said area so as to preserve the scenic view from Lot 4 across Lot 5, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 4 shall consult with the owner of Lot 5 regarding the scheduling of mowing so as to

co-ordinate same with any other activities on Lot 5 and minimize the impact and inconvenience thereof;

b. The owner of Lot 5 shall be indemnified and held harmless by the owner of Lot 4 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 4.

8. Lot 1 shown on said plan (consisting of ± 12.20 acres of land) shall be subject to the perpetual right and easement for the benefit of Lot 8 (consisting of ± 5.85 acres of land) allowing the owner of said Lot 8 to enter said Lot 1 within the area designated "view easement area" on Exhibit "E" appended hereto to mow said area so as to preserve the scenic view from Lot 8 across Lot 1, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 8 shall consult with the owner of Lot 1 regarding the scheduling of mowing so as to co-ordinate same with any other activities on Lot 1 and minimize the impact and inconvenience thereof;

b. The owner of Lot 1 shall be indemnified and held harmless by the owner of Lot 8 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 8.

9. The parcel of land known as Lot 28 ("Great Island")

shown on said plan shall have the benefit of a perpetual easement to install, maintain, repair and replace a well and water line from Lot 6 along and in the "30 ft. wide Right of Way No. 1" and Lot 16 shown on said plan, to said Great Island (also shown on the "as built" utility plan consisting of 6 sheets recorded as Chilmark Case File No. 299 in the Dukes County Registry of Deeds).

10. Each lot shown on said plan shall have the benefit of appurtenant easements to connect to and use the utility and communication lines installed in the Squibnocket Ridge community at the points and places indicated on the aforesaid utility plan recorded as Chilmark Case File No. 299 in the Dukes County Registry of Deeds, subject to the rules and regulations of the utility companies furnishing services through said lines.

11. Lots 12 and 15 shown on said plan shall share a driveway from Lot 16 (the main access road) at its terminus at the easterly end of said lots to and along the existing "dirt road" shown on said plan, which meanders along the boundary between said lots, to such place or places as shall be convenient for turn-off to access each respective residence site.

ADMINISTRATION

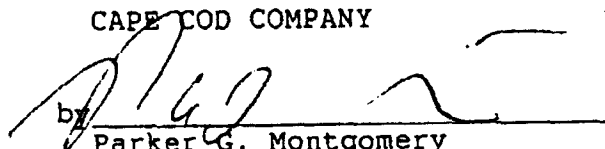
12. Until such time as the Association provided for in Article III.b. of the Declaration of Protective Covenants dated January 22, 1992 shall have been organized, the administrative responsibilities of said Association may be performed by The Cape Cod Company limited partnership, or a duly authorized committee of its members, or an independent contractor retained for said

purpose.

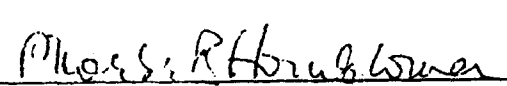
EXECUTED AS A SEALED INSTRUMENT this 5th day of September,
1995.

CAPE COD COMPANY

by


Parker G. Montgomery
General Partner

by

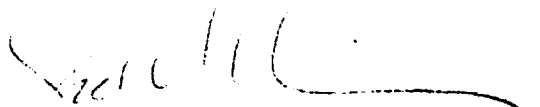

Phoebe Hornblower, for the
Hornblower Limited Partners

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss.

September 5, 1995

Then personally appeared the above-named PARKER G.
MONTGOMERY, as General Partner of the CAPE COD COMPANY, and
acknowledged the foregoing instrument to be his free act and
deed, before me,


Notary Public

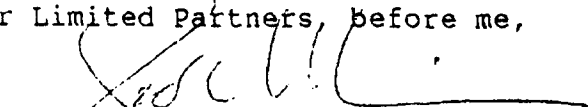
My Commission Expires: 2/8/96

COMMONWEALTH OF MASSACHUSETTS

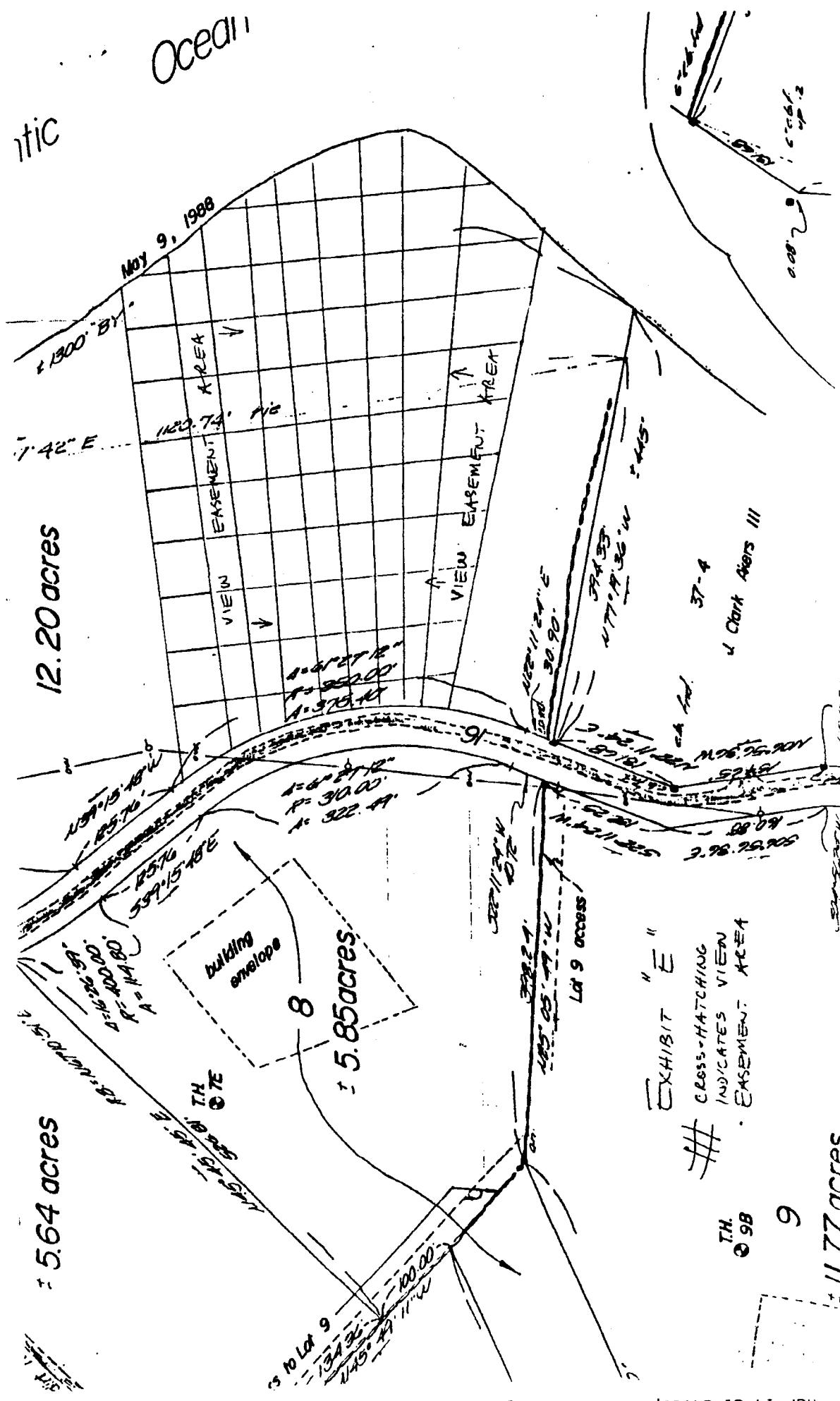
County of Dukes, ss.

September 5, 1995

Then personally appeared the above named PHOEBE HORNBLOWER,
for the Hornblower Limited Partners, and acknowledged the
foregoing instrument to be her free act and deed and the free act
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Notary Public

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5/

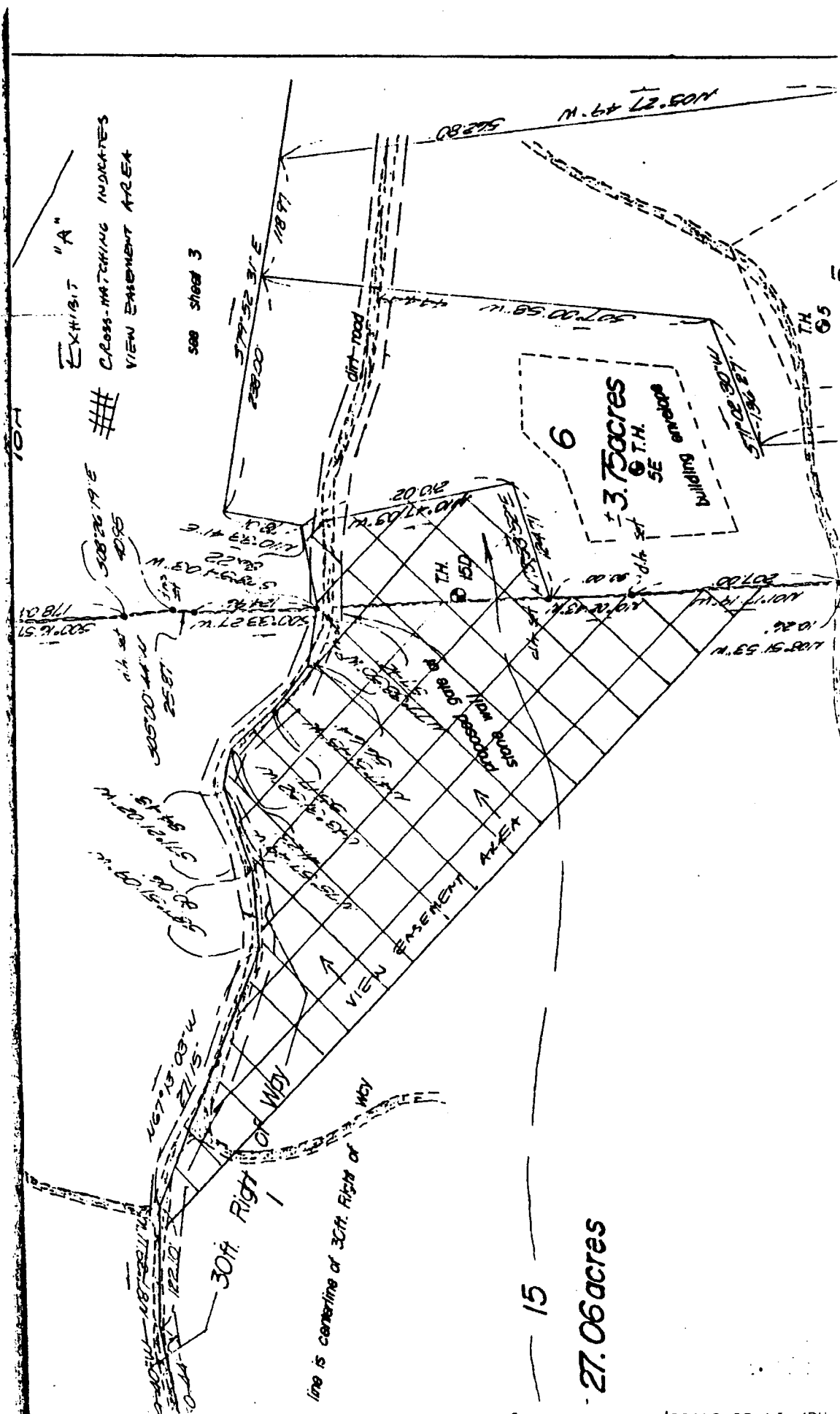
line is centerline of 30 ft. flight of 13 way

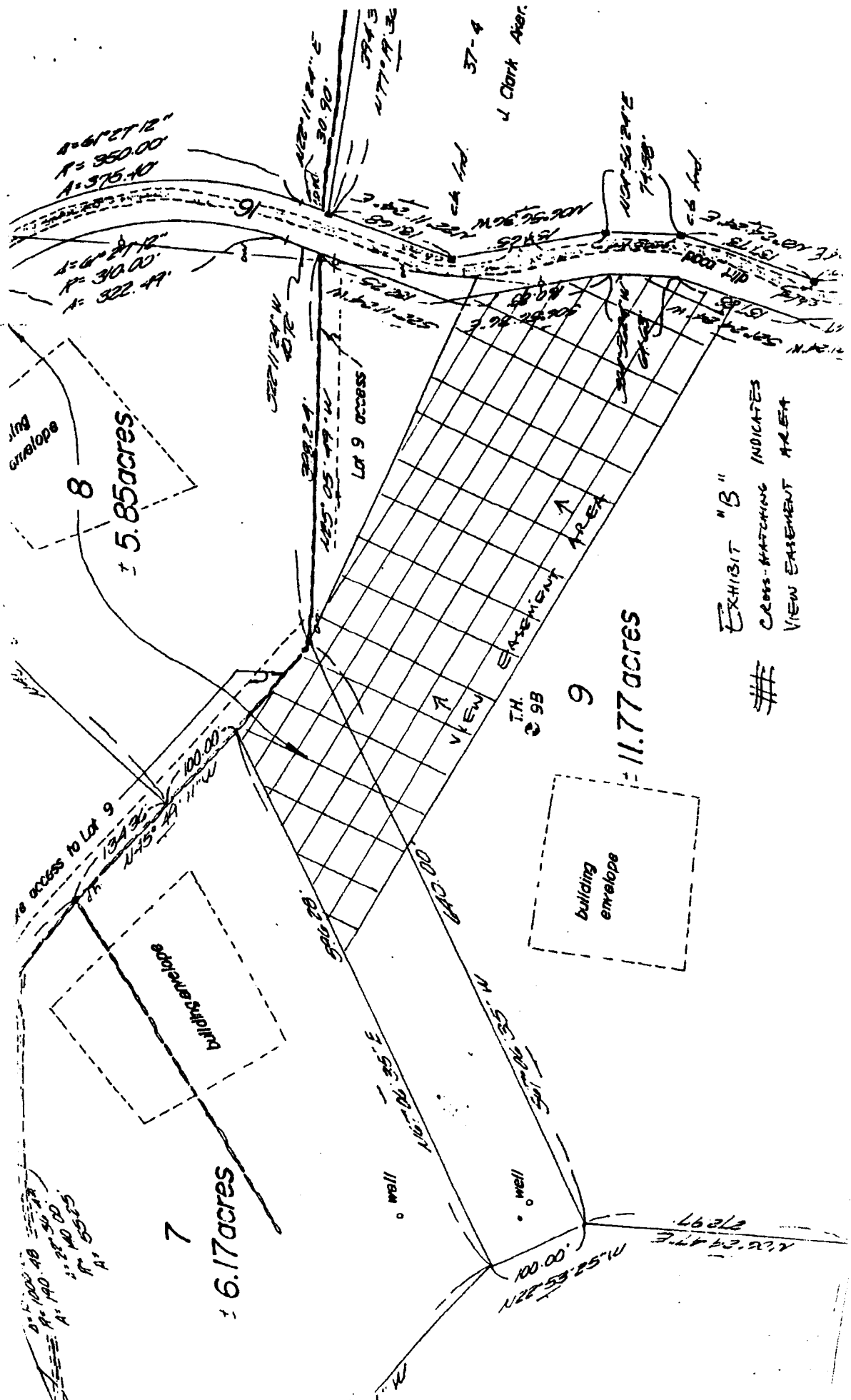
309. Rich

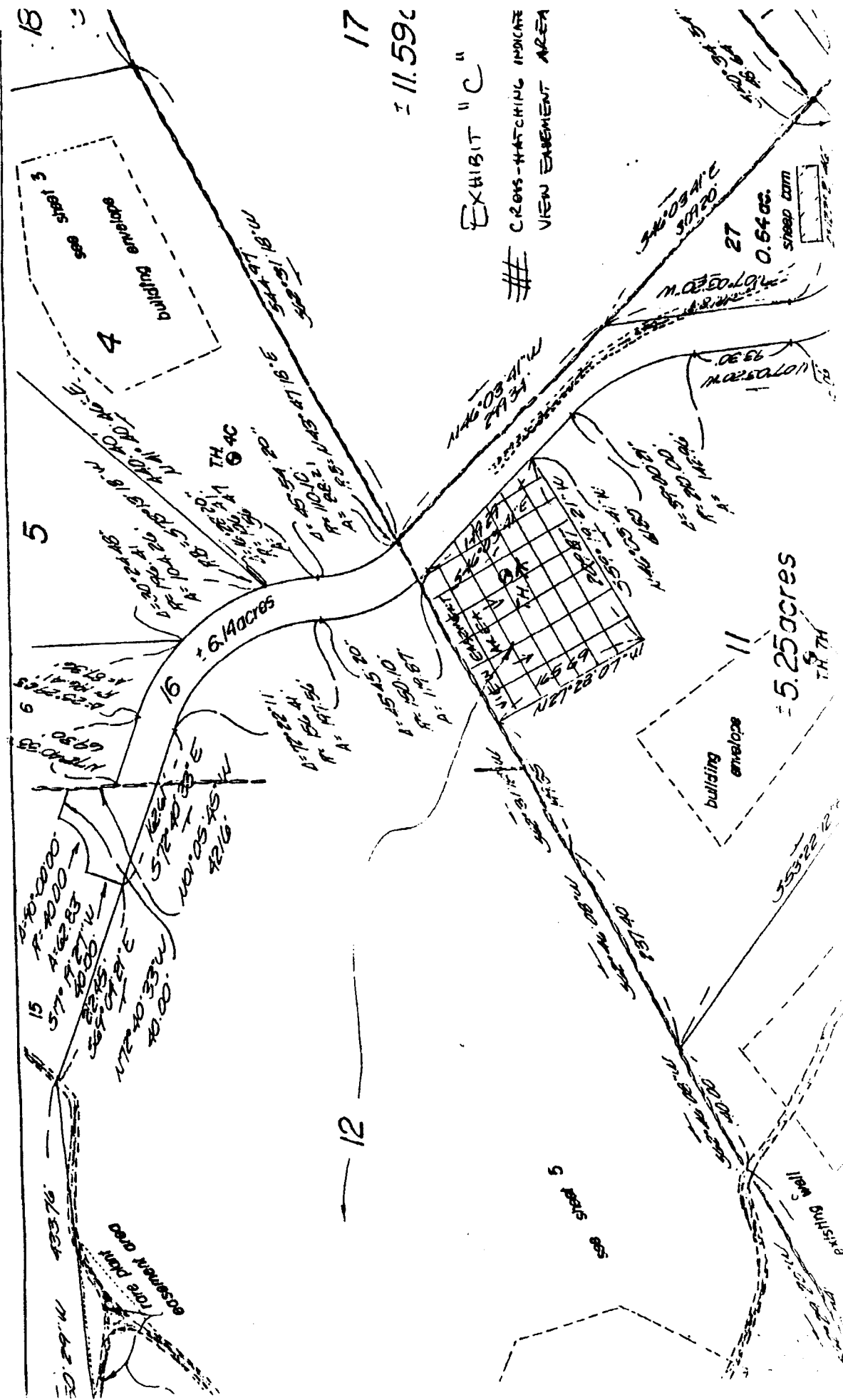
EXHIBIT "A" /
CROSS-HATCHING INDICATES
VIEW EXPOSED AREA

500 sheet 3

6
3. Acres
6 T.H.
5E
building envelope



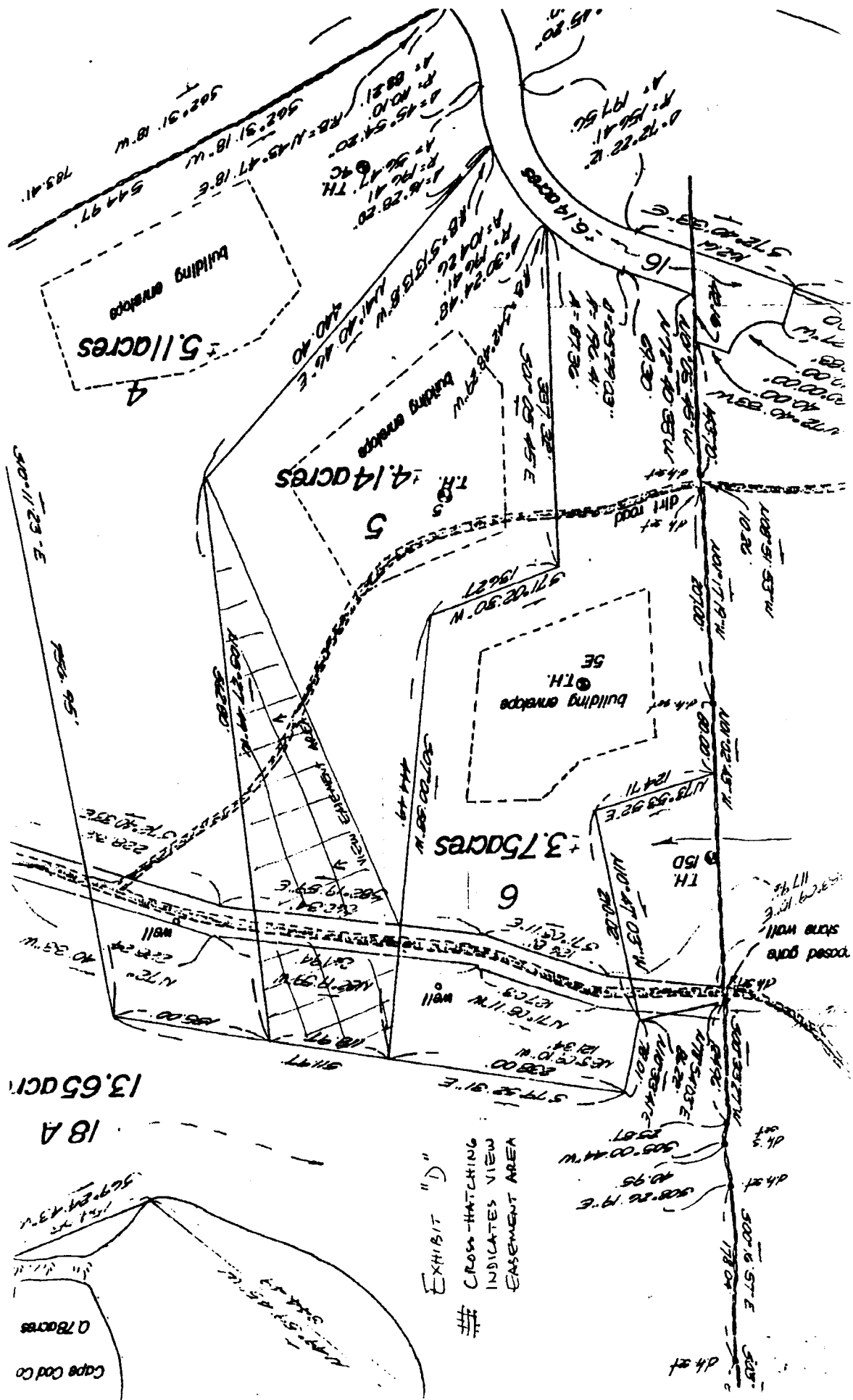




17
± 11.59c

EXHIBIT "C"
CROSS-HATCHING INDICATE
VIEW EASEMENT AREA

12



CAPE COD COMPANY
SQUIBNOCKET RIDGE
SUPPLEMENTAL DECLARATION

to

DECLARATION OF PROTECTIVE COVENANTS

(Dated January 22, 1992)

KNOW ALL MEN BY THESE PRESENTS that the CAPE COD COMPANY, a Massachusetts Limited Partnership, under agreement dated January 8, 1979 in consideration of the premises and the covenants herein contained declares as follows:

1. This declaration is intended to add to and supplement the previously executed Declaration of Protective Covenants dated January 22, 1992, as hereinafter set forth:

COVENANTS

2. The notes set forth on the plan entitled "Squibnocket Ridge" by Vineyard Land Surveying and dated January 22, 1991 shall be deemed to be incorporated herein as covenants governing the subdivision depicted thereon.

3. Incorporated in every deed conveying any lot within the Squibnocket Ridge community shall be the following additional covenants:

a. "Recognizing that the land depicted on the Squibnocket Ridge subdivision plan is situated in a unique and remote location, the access to which is subject to periodic disruption and destruction by natural forces, every owner of a lot in the above-described subdivision shall be deemed to have covenanted

with the Town of Chilmark that such owner releases and holds harmless said town, its agents and servants from any liability resulting from the inaccessibility of said lot due to impassibility of the roadway servicing Squibnocket Ridge."

b. Each owner shall be deemed to have covenanted with the Town of Chilmark that any septic tanks installed in any lot shall be cleaned and pumped out at intervals of not more than three (3) years to insure the proper functioning of the septic system.

c. In the event a program of farm field rehabilitation shall be undertaken at Squibnocket Ridge, then said rehabilitation shall be based on Soil Conservation Service and/or County Extension Service plans and advice; all ground disturbance of greater than one (1) acre shall have an erosion control plan developed and submitted to the Chilmark Planning Board.

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a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 6 shall consult with the owner of Lot 15 regarding the scheduling of mowing so as to coordinate same with any other activities on Lot 15 and minimize the impact and inconvenience thereof;

b. The owner of Lot 15 shall be indemnified and held harmless by the owner of Lot 6 from any cost or liability resulting from any activity undertaken hereunder (including the observance of any applicable laws or by-laws);

c. Any debris or slash resulting from such mowing shall be promptly mulched on site or removed by the owner of Lot 6.

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the benefit of Lot 11 (consisting of ± 5.25 acres of land) allowing the owner of said Lot 11 to enter that part of Lot 12 lying to the south of the stone wall and designated "view easement area" on Exhibit "C" appended hereto to mow said area so as to preserve the scenic view from Lot 11 across Lot 12, subject to the following conditions:

a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 11 shall consult with the owner of Lot 12 regarding the scheduling of mowing so as to coordinate same with any other activities on Lot 12 and minimize the impact and inconvenience thereof;

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a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 4 shall consult with the owner of Lot 5 regarding the scheduling of mowing so as to

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a. At least sixty (60) days prior to making such entry and performing the mowing, the owner of Lot 8 shall consult with the owner of Lot 1 regarding the scheduling of mowing so as to co-ordinate same with any other activities on Lot 1 and minimize the impact and inconvenience thereof;

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ADMINISTRATION

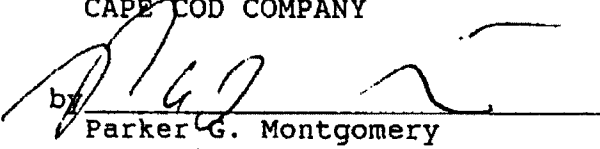
12. Until such time as the Association provided for in Article III.b. of the Declaration of Protective Covenants dated January 22, 1992 shall have been organized, the administrative responsibilities of said Association may be performed by The Cape Cod Company limited partnership, or a duly authorized committee of its members, or an independent contractor retained for said

purpose.

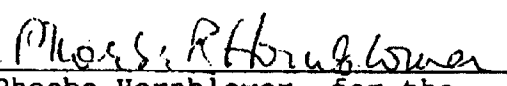
EXECUTED AS A SEALED INSTRUMENT this 5th day of September,
1995.

CAPE COD COMPANY

by


Parker G. Montgomery
General Partner

by

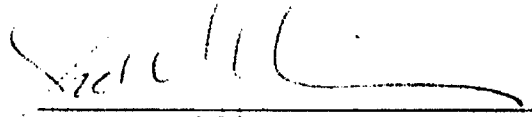

Phoebe Hornblower, for the
Hornblower Limited Partners

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss.

September 5, 1995

Then personally appeared the above-named PARKER G.
MONTGOMERY, as General Partner of the CAPE COD COMPANY, and
acknowledged the foregoing instrument to be his free act and
deed, before me,


Notary Public

My Commission Expires: 2/8/96

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss.

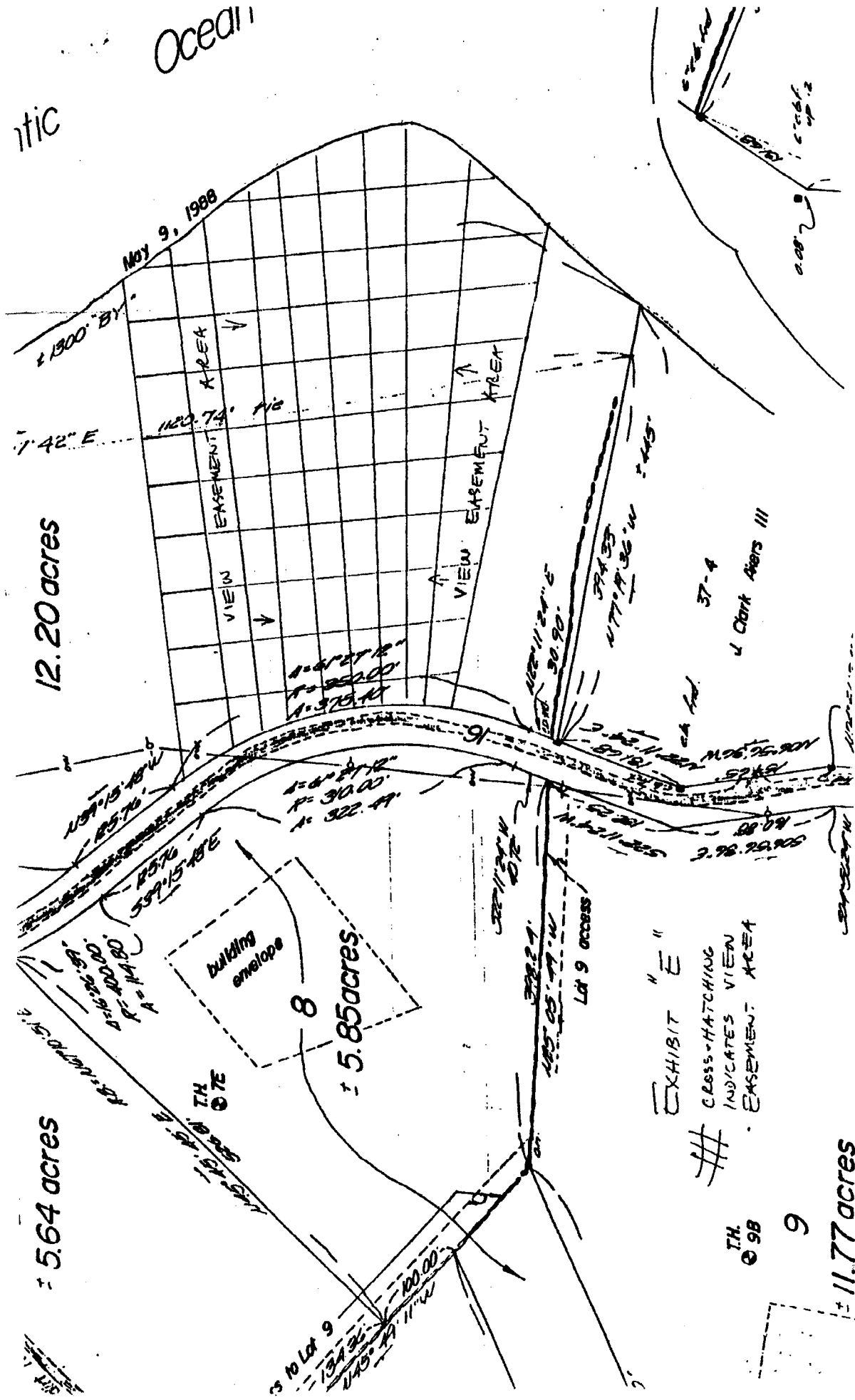
September 5, 1995

Then personally appeared the above named PHOEBE HORNBLOWER,
for the Hornblower Limited Partners, and acknowledged the
foregoing instrument to be her free act and deed and the free act
and deed of the Hornblower Limited Partners, before me,


Notary Public

My Commission Expires: 2/8/96

itic



51

line is centerline of 30ft. Right of Way.

30 ft. Right of Way

VIEW ELEMENT

EXHIBIT "A"
CROSS-HATCHING INDICATES
VIEW ENLARGEMENT AREA

885 34045 3

3. Factors

⑥ T.H. 5E 1008

Equip
- - -
enave

1-30

571-75

1

1

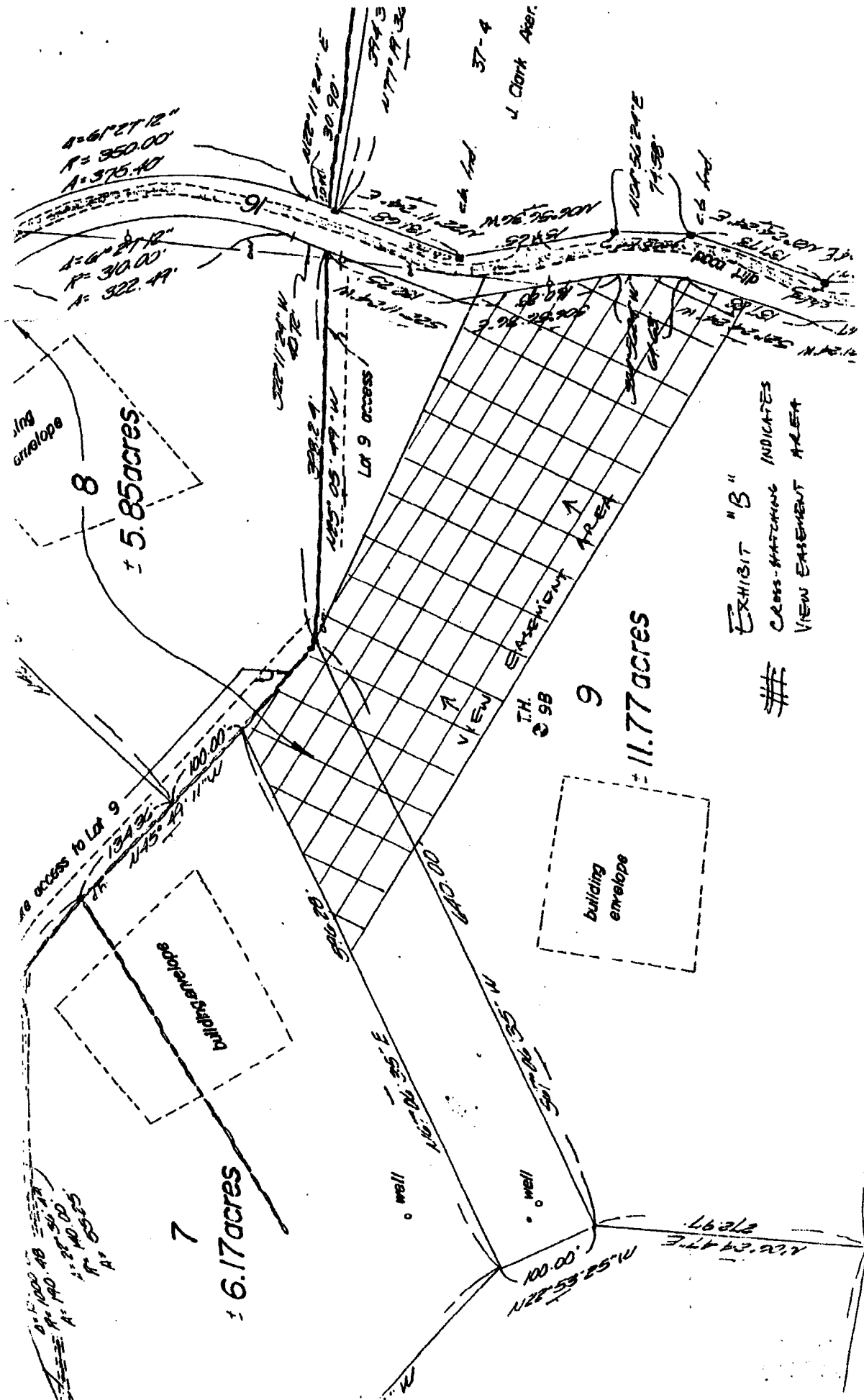
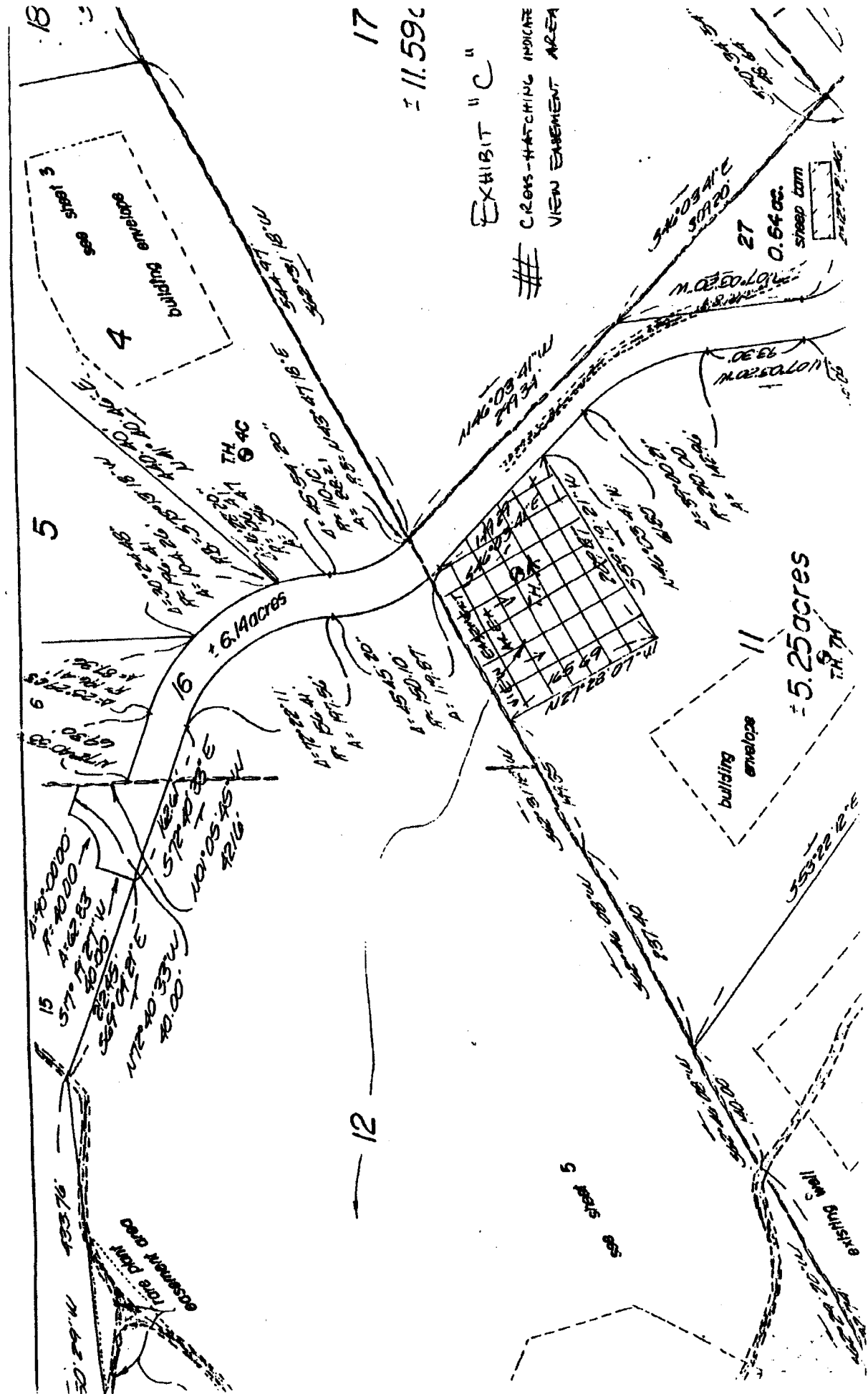
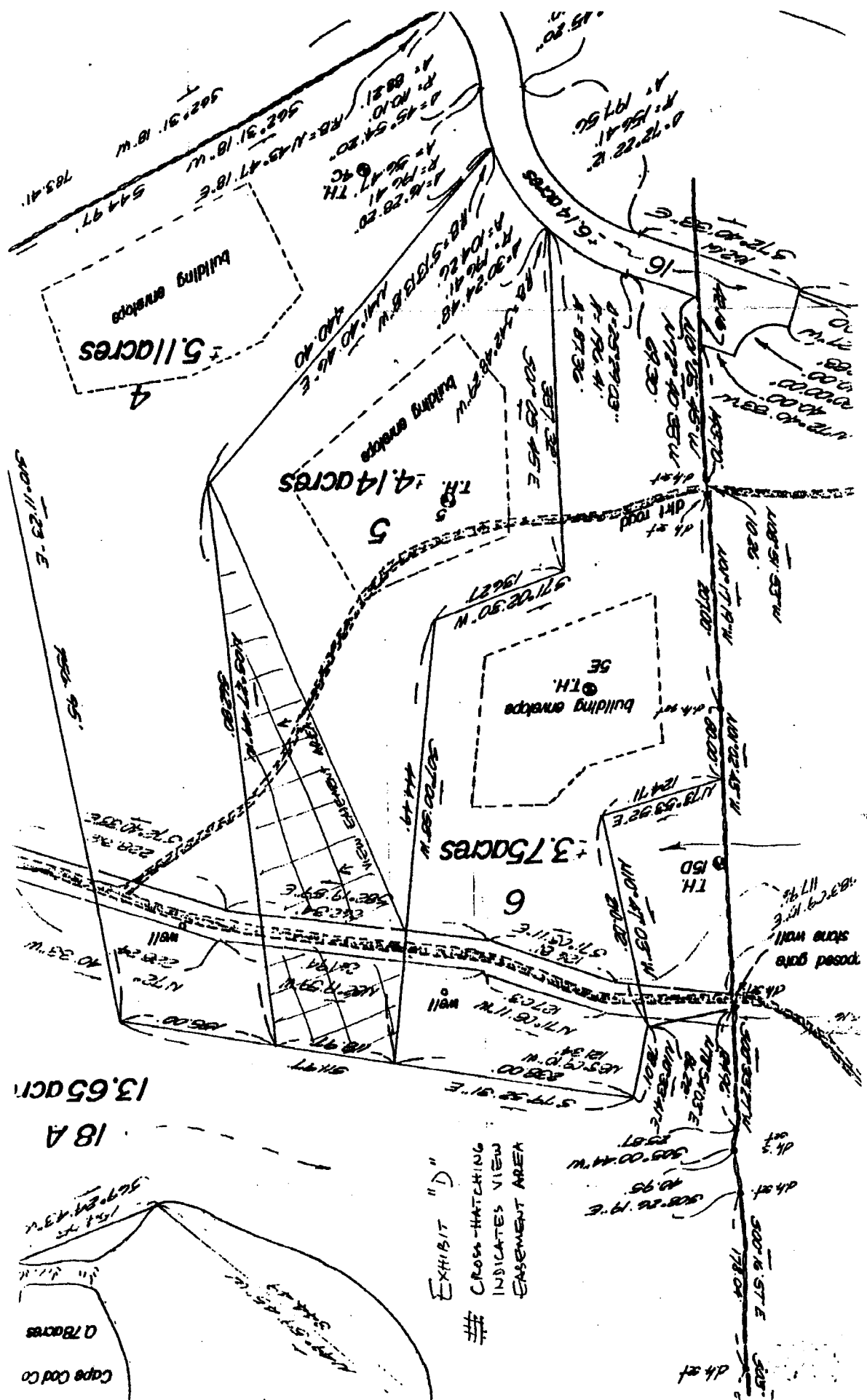


EXHIBIT "B"
CROSS-HATCHING INDICATES
VIEW EASEMENT AREA





Cape Cod Co
0.78 acres

LAND COURT, BOSTON. The land
herein described will be shown on
our approved plan to follow as

REGISTERED LAND
DOCUMENT NO. 3129

January 15, 1992

AUG 28 1992

Plan 12189 B (1-27)
(EXAMINED AS TO DESCRIPTION ONLY)
Louis A. Moore, Engineer

CAPE COD COMPANY

SQUIBNOCKET RIDGE

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the CAPE COD COMPANY, a
Massachusetts Limited Partnership, owner of a certain parcel of
land in Chilmark, County of Dukes County, Massachusetts, shown on
a plan entitled "Squibnocket Ridge, Plan of Land in Chilmark,
Mass., surveyed for the Cape Cod Company, January 22, 1991, Scale
1"=100', by Vineyard Land Surveying, Inc., Reg'd Land Surveyors,
West Tisbury, MA," to be filed herewith in the Dukes Registry
District, in consideration of the premises and the covenants
hereinafter set forth, declare as follows:

I. STATEMENT OF PURPOSES

It is the intent of the Cape Cod Company to ensure that the
structures and activities of man shall enhance the dominant open,
natural, scenic and water resource features of the above-
described land; to maintain open spaces; to preserve and improve
views; to preserve the rural character of the landscape; and to
provide for the proper use, management and maintenance of the
roads, beaches and common lands on the above-described property.

216-2410

II. CERTAIN DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

a. "Architectural Review Committee" (ARC) shall mean a duly designated advisory committee of the Squibnocket Farm Association, hereinafter provided for.

b. "Declaration" shall mean this declaration of protective covenants.

c. "Association" shall mean Squibnocket Farm Association.

d. "Lot or Parcel" shall mean and refer to any lot of land shown on said Plan. "Residential lot" shall mean any lot numbered 1 through 15, and Lot 28 on said plan. "Non-residential lot" shall mean any lot numbered 16 through 27, and 29-30 on said plan; included herein shall be the area designated "Beach Grass Island" (see Parcel 42 on Chilmark Assessors' Map 35).

e. "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 on the property, but shall not refer to a mortgagee having a mortgage secured by any lot unless such mortgagee has acquired title pursuant to foreclosure or a

proceeding in lieu of foreclosure.

f. "Plan" shall mean the plan of land entitled "Squibnocket Ridge, Plan of Land in Chilmark, Mass., Surveyed for the Cape Cod Company, January 22, 1991, Scale 1" = 100' by Vineyard Land Surveying, Inc. Reg'd Land Surveyors, West Tisbury, Mass."

g. "Building Envelope" shall mean the area designated on each residential lot shown on the Plan. All residential and appurtenant structures, as well as improved vehicular parking areas and lawns, shall be contained within the approximate boundaries of the building envelope, provided, however, that the area encompassed therein shall not be increased in size, and that no more than 10% of a building envelope may be relocated to change the shape of the envelope to accommodate a particular building and landscape design, and further provided that the building envelope shall not encroach upon higher contour elevations.

III. PROTECTIVE COVENANTS

a. Applicability. This Declaration and these covenants shall be binding on the Declarant, its successors in interest, and assigns, including all Owners. The covenants imposed herein shall run in perpetuity with the land shown on said plan and

shall operate as restrictions upon said land and shall be for the mutual benefit of the owners of the lots shown on said plan. A duly executed copy hereof shall be recorded with said plan. Amendment of this provision shall require Chilmark Planning Board approval.

b. The Association. Upon the distribution of lots in liquidation of the Cape Cod Company, there shall be created the "Squibnocket Farm Association", the members of which shall be all owners of residential lots. Within said Association Lots 1-11 and 28 shall have one vote each and Lots 12-15 shall have two votes each. No other lots shall have a vote. The Association thereafter may be organized as a Massachusetts corporation, in which event it shall govern its affairs as provided in its Articles of Organization and Bylaws. Unless otherwise herein provided, the Association shall act on a majority vote of its members.

c. Assessments and Lien for Non-payment. The Declarant hereby covenants 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 after the liquidation of the Cape Cod Company: (1) annual assessments or charges not to exceed \$1,000 per vote per annum (adjusted for inflation in future years by application of the Consumer Price



Index, so called) unless by 2/3 affirmative vote of the Association and (2) special assessments for capital improvements, which shall require a 2/3 affirmative vote of the Association (except in the case of such critical improvements as may be necessary to ensure access to the land shown on said plan), 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 (including attorneys' fees) 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 costs 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 assessment fell due.

d. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and visitors to the Property and, in particular, for the improvement and maintenance related to the use and enjoyment of the roads and those portions of the subdivision used for common purposes, including, but not limited to, the payment of taxes and liability insurance thereon, maintenance of the roads, paths, and equipment, and for the cost of labor, equipment, materials, and the management and supervision thereof. Taxes and other costs

related to any parcel of non-residential land not held in common by all partners shall be the responsibility only of those lot owners having an interest in the said non-residential lot.

e. 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 Association.

f. 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, setting forth the amount and due date of said assessment and whether the same has been paid. Such certificate may be signed by an officer designated by the Association, and the signature of such shall be conclusive of their 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.

g. Effect of Non-payment of Assessment: The Personal Obligation: The Lien: Remedies of Association. If any assessment is not paid on the date when due, determined as aforesaid and in accordance with any Articles of Organization or Bylaws of the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing

lien on the Lot with respect to which the assessment was levied which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, and personal representatives and assigns. Said assessment shall also be the personal obligation of the Owner.

If the assessment is not paid within ninety (90) days after the date upon which the same shall be payable, the assessment shall bear interest from such date at the rate of eight (8%) per cent per annum, and the Association may bring an action at law against the Owner liable therefor, 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 to be fixed by the court, together with the costs of the action.

h. Review by Architectural Review 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 thirty days after the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, as well as plans for landscaping, the cutting and clearing of vegetation to establish fields, 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 for review by the Architectural Review Committee (ARC) and by the town's Squibnocket Pond District Advisory Committee, for any action requiring review by said Committee. Maintenance of established improvements, fields and the like shall not require further review, nor shall minor changes to existing landscaping require review.

i. Review Guidelines. In making its recommendations, the ARC shall consider the purposes of these covenants, particularly the preservation of land in its natural state to the maximum extent possible, and to the extent land is developed, that such development be done unobtrusively, and in a manner which accents, and the colors and materials of which blend into, the desired rural environment.

j. Owner's Duty to Maintain. Every Lot and any structure thereon shall be maintained in a neat and sightly condition with respect to adjacent lots and ways.

k. Use of Residential Lots.

(1) Except as hereinafter provided, the Residential Lots in this subdivision shall be used for single family residential purposes only (including accessory uses allowed by zoning), unless the Association specifically approves some other

use which may be permissible under law. Lots 1-11 and Lot 28 shall not be allowed more than one residential structure for such purpose. Lots 12-15 which shall not be re-subdivided shall not be allowed more than two residential structures each for such purpose. It is the intent of this provision that no additional buildable lots will be created. Provided however, that the foregoing provisions shall not be deemed to prohibit any re-subdivision of the land shown on said plan which (a) adjusts lot lines between any lots, or (b) provides for the relocation of a residential lot, without increasing the number of residential lots shown on said plan, or (c) is for the purpose of adding land to a non-residential lot by decreasing the acreage of a residential lot. Amendment of this provision shall require Chilmark Planning Board approval.

(2) No building shall be constructed upon any Lot except in the building envelope designated on the Plan. Agricultural, garage and other accessory buildings may be physically separate from the residential building on a Lot but shall be constructed or maintained only within the building envelope. A building envelope may be changed only with the approval of the Association and the Chilmark Planning Board and subject to requirements of law.

These building envelopes to contain the house, accessory buildings, lawn, parking area and the like are intended to decrease the area permanently disturbed by development. Areas

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outside of building envelopes may be restored in character with the surrounding land or maintained as tall grassland or meadows (maintained by occasional mowing) to establish or maintain views as well as to replace lost open field habitat. These areas of meadow may include septic systems, wells, water pipelines and similar subsurface improvements that are appurtenant to the development. Agricultural and recreational uses will also be allowed outside of the designated building envelope, subject to requirements of law and these covenants.

(3) Height of structures on all lots shall be subject to the Squibnocket Pond Bylaw Section 12.7(8). In no event shall a structure on a Lot, except chimneys and antennae servicing living units, exceed 24 feet in height measured from the mean of the contiguous (adjacent) ground level.

(4) No more than five motor vehicle parking spaces per residential unit shall be allowed on each Lot unless the same shall be screened from any point outside the boundaries of the Lot. This provision shall not be construed to prohibit occasional visitors from parking on Lots for brief periods of time (e.g. during social events). Parking areas shall not be paved.

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

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(a) 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, except that construction materials and/or vehicles shall not be stored on a lot for longer than eighteen (18) months at a time;

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

(c) Equipment and machinery which is part of ongoing farming activities; and

(d) No mobile home, either with or without wheels, shall be permitted upon any Lot except for the temporary installation by the owner of a Lot or his contractors, of trailers for use as field offices or tool sheds and the said trailers shall not be kept on the lot for longer than eighteen (18) months at a time.

No commercial vehicle larger than 3/4 ton shall be placed or stored on any Lot for a period of more than forty-eight (48) consecutive hours, unless it is stored in a garage. (This exclusion shall not apply to trucks, trailers, and equipment which are part of ongoing farming activities; or ongoing construction projects).

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

(8) Except as authorized by the Association, no signs shall be permitted on any Lot except for one sign not over 1-1/2 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.

(9) 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.

(10) The Rare Plant Zones designated by the easement zones on Lots 12, 13, and 10 shall be mowed annually by the Association to maintain and expand the populations of rare plants living in these areas. Any rare plants which are found on the subdivision outside of these two rare plant management zones may be transplanted to these rare plant management zones or other suitable habitat. The implementation of the foregoing shall be in consultation with the Massachusetts Natural Heritage and Endangered Species Program and the Chilmark Conservation Commission. Amendment of this provision shall require Chilmark Planning Board approval and the approval of the Chilmark Conservation Commission.

L. Use of Non-Residential Lots.


(1) Any lands shown on the said plan designated as non-residential lots, or hereafter designated as common lands, or hereafter added to these areas, shall be managed by the owner or owners of such area. Certain of these areas shall be managed for agricultural purposes, wildlife and/or rare plant management, scenic view preservation, and other similar uses allowed by the Association and the Squibnocket Pond District Regulations. It is specifically intended that Lots 17 and 25 will be managed for agricultural purposes, and that non-residential Lots 23 and 20 shall be managed as wildlife habitat areas. Any structures to be built appurtenant to said uses shall require a 2/3 affirmative vote of the Association and shall comply with requirements of law. Any significant changes to vegetation patterns on the non-residential lots shall require a 2/3 affirmative vote of the Association and shall comply with all other requirements of law. If said lots are proposed for use other than those set forth herein, Chilmark Planning Board approval shall be required.

(2) The boathouse on Lot 18 and the sheep barn on Lot 27 may both be rebuilt, subject to any legal requirements and the approval of the Association.

(3) The area shown on the subdivision plan as Lot 29 and known as the "Ocean Beach Lot" shall be maintained and used

by the residents of the subdivision and their tenants and accompanied guests for beach purposes. This lot shall not be further subdivided, nor shall undivided interests or leaseholds be distributed to any persons other than the lot owners in the subdivision, nor shall this lot be used for commercial beach purposes, or the like. The owners shall cooperate in the management of this beach for rare and endangered species, on the condition that this management does not preclude use of the lot as a beach for residents of the subdivision as described in these covenants. Vehicular access to the Ocean Beach Lot will be restricted to emergency and patrol vehicles, and for those handicapped individuals for whom access otherwise would be impractical. Recreational beach users will park in designated areas behind the primary dunes. A small seasonal shed containing emergency lifesaving equipment may be built on the Ocean Beach Lot, subject to requirements of law and these covenants. Any change in designated areas for parking shall require approval of the Chilmark Planning Board.

(4) The area in the subdivision shown as Lot 30 and known as the "entrance roadway/beach area" shall be maintained and used for access roadway and beach purposes. This lot shall be maintained by the Association. No residential structures shall be constructed on this lot. The existing access roadway on this lot shall be maintained for the benefit of the lots serviced by this road. The roadway may be relocated as needed in response



to the changing shape of this access causeway caused by erosion and accretion, subject to any legal requirements.

m. Specific Prohibitions.

(1) Use of pesticides, herbicides and fertilizers shall be prohibited by Section 12.7 of the Chilmark Squibnocket Pond District By-law and shall be prohibited hereunder except as part of ongoing agricultural activities, or to control noxious vegetation such as poison ivy, subject to municipal regulations and any other legal requirements.

(2) No activity will be undertaken which will disturb any known archaeological site on the property without the prior written approval of the Massachusetts Historic Commission. Any newly discovered site shall be protected. Amendment of this provision shall require Chilmark Planning Board approval.

IV. EASEMENTS

a. Access Easements.

1) Each Lot shown on said Plan shall have the benefit of an appurtenant easement to use the way shown on said Plan for passage by any means to and from the Squibnocket Road, a public way, subject to such restrictions as the Association may from time to time impose to reasonably regulate speed and travel for

the common good. Each lot shown on said plan shall have the benefit of an appurtenant easement to use the existing pond-side grassed road (which shall be maintained as such) as shown on said Plan as 30 ft. Right of Way #1, for access by any means to other lands owned in common by the Lot owners. Except as hereinafter provided, all roadways and paths noted in this section shall be maintained by the Squibnocket Farm Association in accordance with the roadway design approved by the Chilmark Planning Board for this subdivision. At their own expense, the owners of Lots 12 and 15 may maintain as a grassed road "30 ft. Right of Way" #2 to "30 ft. Right of Way" #1 from their lots. The grassed parking area at the western end of 30 ft. Right of Way #1 shall be maintained for use by the Association. Amendment of this provision shall require Chilmark Planning Board approval.

2) Residential lots in the subdivision shall have the benefit of appurtenant easements to use non-residential Lots 18, 19, 21, 22, 24, 26, 29, and 30 for such purposes as walking, horseback riding, bird-watching and other similar passive recreational activities, under regulations established by vote of the Association, and in those areas designated by vote of the Association. Access easements on Lots 18 and 21 shall also require the consent of the underlying landowner.

3) An area on the southernmost point of Lot 14, as approximately shown on Exhibit "B", shall be reserved for the

purpose of establishing and maintaining a parking area for use by the lot owners, their tenants and guests. This easement area may be relocated with Planning Board approval to avoid the migrating dunes. Care will be taken to screen the parking area from view from the houses on Lot 14.

4) Access to Lot 9. It is contemplated that applications for the necessary permit (or permits) will be filed to provide for roadway access to Lot 9 from the abutting 40-foot right of way. Until such permits have been obtained, said Lot 9 shall have the benefit of an appurtenant easement for all purposes for which ways may be used in the Town of Chilmark, including access and installation of utility and communications lines, over and in the areas of Lots 25 and 8 delineated on Exhibit "A" appended hereto; from and after the construction of the substitute easements in accordance with said permit (or permits) the herein provided for easement shall terminate.

5) Access to Ocean Beach. In order to limit vehicular use of the Squibnocket Pond side road (30 ft. Right of Way #1) as access to Lot 29 (the Ocean Beach Lot), the road to Squibnocket Associates shall be used as primary access to the ocean beach. In addition to the existing gate on the "30 ft. Right of Way" #1 on Lot 3, a locked gate shall be installed at the rock wall at the eastern end of Lot 15 and a chain barrier shall be installed immediately beyond the designated grassed parking area on Lot 24.

The Association shall discourage vehicular use of the Squibnocket Pond side road and shall encourage use of the Squibnocket Associates road as primary access. A gate shall also be installed on this Spruce Gate/Squibnocket Associates access road. The existing gate shall also be maintained at the entrance to the property at the Squibnocket Town Beach parking area. Only owners of residences within the subdivision shall be issued keys to these barriers. The Owners of Lots 12 and 13 shall maintain a locked gate immediately west of the road causeway at the north end of Round Pond. Amendment of this provision shall require Chilmark Planning Board approval.

V. GENERAL

a. Counterparts. This agreement may be executed in any number of counterparts, each of which when executed and delivered, including the copy to be recorded in the Dukes County Registry of Deeds, shall be an original instrument, but all counterparts shall constitute one and the same instrument.

b. Enforcement. The provisions hereof may be enforced by Declarant, by its successors in interest and assigns, and by the Owners from time to time of any Lot shown on said Plan and by the Town of Chilmark, through civil action in any court of competent jurisdiction, or by administrative proceeding before any appropriate authority. Amendment of this provision shall require



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Chilmark Planning Board approval.

c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions which shall remain in full force and effect.

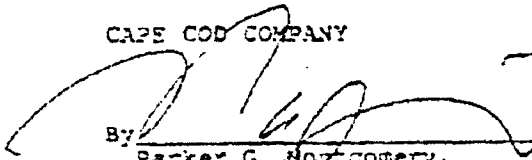
d. Amendment. Except as herein provided, the provisions hereof may be amended by a 2/3 affirmative vote of the Association.

e. Recording. This document, including subsequent amendments, may be re-recorded by the Association or the Chilmark Planning Board at such intervals as may be necessary to ensure these covenants shall continue in full force and effect.


EXECUTED AS A SEALED INSTRUMENT, this 22nd day of January, 1992.

CAPE COD COMPANY

By


Parker G. Montgomery,
General Partner, Cape Cod Company

By


Phoebe Hornblower, for the
Hornblower Limited Partners

Chilmark Planning Board approval.

c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions which shall remain in full force and effect.

d. Amendment. Except as herein provided, the provisions hereof may be amended by a 2/3 affirmative vote of the Association.

e. Recording. This document, including subsequent amendments, may be re-recorded by the Association or the Chilmark Planning Board at such intervals as may be necessary to ensure these covenants shall continue in full force and effect.

EXECUTED AS A SEALED INSTRUMENT, this 22nd day of January, 1992.

CAPE COD COMPANY

By [Signature]
Parker G. Montgomery,
General Partner, Cape Cod Company

By [Signature]
Phoebus Hornblower, for the
Hornblower Limited Partners

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STATE OF NEW YORK

County of New York, ss. *New York* February 27, 1992

Then personally appeared the above-named PARKER G. MONTGOMERY, as General Partner of the CAPE COD COMPANY, and acknowledged the foregoing instrument to be his free act and deed, before me,

Nancy Aviles
Notary Public
My Commission Expires:

NANCY AVILES
NOTARY PUBLIC, State of New York
No. 31-282094
Qualified in New York County
Commission Expires 12-31-93

STATE OF CONNECTICUT

Fairfield County, ss. *Greenwich* Feb. 22, 1992

Then personally appeared the above named PHOEBE HORNBLOWER, for the Hornblower Limited Partners, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of the Hornblower Limited Partners, before me

Robert J. Curcio
Notary Public
My Commission Expires:

My Commission Expires
March 31, 1995

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CHILMARK PLANNING BOARD

Richard M. Smith

Mitchell Poni

Russell M. Walter

Christopher W. Maupay

March 9, 1992

Date

A True Copy

Attest: *6-30-92* *2:40 P.M.*

Date

Time

Marie A. Larsen

Assistant Town Clerk

