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REGISTERED LAND
DOCUMENT NO. 40399

AGREEMENT OF CROSS-EASEMENTS, RESTRICTIVE COVENANTS
AND SHARED USE AND MAINTENANCE

THIS AGREEMENT made and entered into as of this 19th day of September, 1997, by and between **JENNIFER L. JEFFERS, TRUSTEE of THE BLACKSMITH RIDGE REALTY TRUST**, u/d/t dated August 27, 1997, to be registered herewith, of 61-63 Crosby Street, New York, New York 10012, for herself and her heirs, successors and assigns as owner of the Blacksmith Ridge Property, as defined below (hereinafter referred to as "Blacksmith Ridge") and **HAROLD I. PRATT and THOMAS E. BATOR, TRUSTEES of THE OSPREY RIDGE REALTY TRUST**, u/d/t dated August 18, 1997, to be registered herewith, c/o Pratt & Bator, LLP, 50 Congress Street, Boston, Massachusetts 02109-4002, for themselves and their heirs, successors and assigns as owner of the Osprey Ridge Property, as defined below (hereinafter referred to as "Osprey Ridge").

W I T N E S S E T H

WHEREAS, Blacksmith Ridge is the owner of certain real property located in the Town of Chilmark, County of Dukes County, Commonwealth of Massachusetts, shown as Lot 10 and Lot 12 on the plan registered with the Dukes County Registry District Office of the Land Court as Land Court Plan No. 2081-N (the "Plan"), which lots may be referred to hereinafter individually as "Lot 10" and "Lot 12", and collectively as the "Blacksmith Ridge Property"; and

WHEREAS, Osprey Ridge is the owner of certain real property located in the Town of Chilmark, County of Dukes County, Commonwealth of Massachusetts, shown as Lot 11 and Lot 13 on the Plan, which lots may be referred to hereinafter individually as "Lot 11" and "Lot 13", and collectively, as the "Osprey Ridge Property"; and

WHEREAS, Blacksmith Ridge and Osprey Ridge wish to impose certain restrictions on, and create certain easements and rights in connection with, the Blacksmith Ridge Property and the Osprey Ridge Property;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their respective executors, administrators, heirs, devisees, grantees, successors and assigns, hereby agree as follows:

A. Use Restrictions:

1. House Lots.

- (a) Lot 10 and Lot 11 (collectively referred to hereinafter as the "House Lots") shall be used solely and exclusively for single-family

residential purposes, which purposes, subject to the other provisions of this Agreement, shall be limited to the construction or creation of one (1) of each of the following within the Building Envelope, as defined below, of each of said House Lots:

- (i) Detached single-family dwelling;
 - (ii) Guest house or studio;
 - (iii) Garage for not more than two (2) automobiles;
 - (iv) Swimming pool;
 - (v) Tennis Court; and
 - (vi) Vegetable garden.
- (b) No building or other structure or fencing of any kind shall be erected or placed, temporarily or permanently, on any portion of either of the House Lots except within those portions of each of the House Lots shown as "Building Envelope" on the sketch plan attached hereto as Exhibit "A", incorporated herein by reference (the "Sketch Plan") and except in accordance with the architectural review restrictions set forth in paragraph G. below.
- (c) Notwithstanding the foregoing to the contrary, structures of a type and number not permitted under the foregoing paragraphs A.1.(a) and A.1.(b) above, may be constructed on either of the House Lots with the prior written approval of the then owner of the other House Lot, given in accordance with paragraph G. below.
- (d) At all times during which a detached single-family dwelling, guest house, studio or other structure permitted in accordance with the terms hereof (hereinafter, a "Structure") is located on a House Lot, such House Lot shall also provide parking spaces for at least two (2) automobiles. No House Lot shall ever contain parking spaces for more than ten (10) automobiles or be used for the outdoor

storage of unregistered motor vehicles, or any vehicle body or motor parts.

- (e) At all times during which a Structure is located on a House Lot and available for occupancy, the building site for said Structure shall be landscaped and maintained. Any tennis courts, swimming pools and vegetable gardens which are at any time and from time to time erected or created on either House Lot shall be located in a place that is as far away as reasonably practical from the common boundary line with the other House Lot and adequately screened with foliage so as to be masked from view of the other House Lot, subject to the terms and provisions of sub-paragraph F. below.
- (f) Any exterior lighting or solar panels installed on a House Lot shall be installed in a manner that prevents offensive glare or illumination beyond the boundaries of said House Lot. Any outdoor laundry lines or other laundry drying facilities shall be screened from view outside the boundaries of said House Lot.
- (g) No shiny metals or oversized antennae shall be installed or located on any House Lot except for reasonably screened satellite dishes and antennae for television or other reception.
- (h) All garbage, trash and rubbish placed outdoors on a House Lot shall be kept in covered containers and screened from view outside the boundaries of said House Lot. No garbage, trash or rubbish shall be kept within or adjacent to the Common Driveway Area, as defined below. Any inadvertent dispersal of garbage, trash or rubbish by animals or others shall be promptly removed by the owner of said trash.
- (i) Dogs, cats and other domestic animals may be kept on either House Lot provided that they are not kept, bred or maintained for commercial purposes. All pets shall be restricted to the interior perimeters of each House Lot.

- (j) To insure the proper functioning of all septic systems at any time and from time to time located on the Blacksmith Ridge Property and the Osprey Ridge Property (collectively, the "Septic Systems"), and to avoid backups and clogging of said Septic Systems and bacterial contamination of Squibnocket Pond, the parties hereto agree to maintain their respective Septic Systems in good order and repair and to keep in full force and effect all necessary permits in connection therewith. The parties hereto further agree that in the event a Septic System of either party backs up, clogs or otherwise malfunctions in any way, the party owning said Septic System (the "Septic System Owner") shall remedy the problem within ten (10) days of his receipt of written notification of the problem given by the other party (the "Notifying Owner") in accordance with the notice provisions of this Agreement (or within a reasonable time thereafter if the problem cannot be remedied within said ten (10) day period, provided that the Septic System Owner has commenced to remedy the problem within said ten (10) day period and diligently prosecutes said remedy to completion), and in the event that said Septic System Owner fails to take the remedial steps set forth herein, then the Notifying Owner may remedy the problem and the Septic System Owner shall reimburse the Notifying Owner for all sums spent on such remedial action, promptly upon demand for same.

2. Pond Lots.

Lot 12 and Lot 13 (collectively referred to hereinafter as the "Pond Lots") shall be used solely and exclusively for recreational purposes including, without limitation, walking, sunbathing, swimming, boating, picnicking and fishing (collectively, the "Recreational Purposes"). No building or other structure or fencing of any kind shall be erected or placed, temporarily or permanently, on any portion of either of the Pond Lots, except that one (1) small boat house, with a footprint not to exceed four hundred (400) square feet in size, and/or a dock may be constructed on each Pond Lot.

3. General Restriction.

Without limiting the generality of the foregoing, in no event shall either of the House Lots or the Pond Lots be used for any commercial purpose, including, but not limited to, any commercial agricultural purpose, provided, however, that this prohibition against use for commercial purposes and the other use restrictions set forth above, shall not prohibit (i) Blacksmith Ridge from renting the Blacksmith Ridge Property for residential purposes or Osprey Ridge from renting the Osprey Ridge Property for residential purposes and (ii) the use of the Blacksmith Ridge Property and the Osprey Ridge Property by a resident (a) carpenter, electrician, painter, fisherman or other artisan (b) lawyer, physician, architect, accountant or person involved in financial affairs, investments or money management or other professional and (c) artist, provided that any such use permitted by this paragraph produces no offensive noise, vibration, smoke, dust, odors, glare or unsightliness.

B. Restrictions on Transfer and Subdivision:

1. No Pond Lot, or portion thereof, or interest therein, shall be sold, conveyed or otherwise transferred to any party other than the then owner of a House Lot, except that a Pond Lot may be transferred to a nature or wildlife organization.

2. No House Lot or Pond Lot (collectively, the "Lots" and individually, a "Lot") shall be subdivided and no interest in any Lot shall be fractionalized or otherwise diluted in whole or in part, which fractionalization or dilution shall include, but not be limited to, the following actions:

- (a) the subdivision of all or any portion of a Lot, provided that, the term "subdivision" is intended in its broadest sense and shall not be limited to its definition in M.G.L. Chapter 41, Section 81L;
- (b) the creation and transfer by deed of undivided interests in all or any portion of any Lot; and
- (c) the creation of possessory legal or beneficial ownership rights, rights of membership, or use in any entity established to grant rights in, or govern use of, all or any portion of any Lot, provided, however, that the provisions of this sub-paragraph B.2.(c) shall not be deemed to prevent Blacksmith Ridge from renting the Blacksmith Ridge Property for residential purposes or

Osprey Ridge from renting the Osprey Ridge Property for residential purposes.

3. Notwithstanding any provision contained herein to the contrary, the restrictions set forth in sub-paragraph B.2. above shall not apply to the sale, assignment, transfer, or other conveyance, or to succession of title by descent or devise, in whole or in part, of any portion of or interest in a Lot by the title holder thereof (the "Title Holder"): (a) to any partnership, corporation, limited liability partnership or limited liability company owned and/or controlled by the Title Holder, or to any trust of which the Title Holder has control either by virtue of having absolute power of control as trustee, or by owning a majority share of the beneficial interest, so long as such ownership and/or control of any such partnership, corporation, limited liability partnership, limited liability company or trust is maintained; or (b) to any issue, adopted child, sibling or spouse of the Title Holder or of any person owning a controlling interest in the Title Holder or to any partnership, corporation, limited liability partnership, limited liability company or trust owned, controlled by or established for the sole benefit of a group consisting entirely of any of the issue, adopted children, siblings or spouse of the Title Holder or of any person owning a controlling interest in the Title Holder. It is the parties' shared intention that said restrictions shall apply only to sales, assignments, transfers or other conveyances to persons and entities other than family members and other than entities owned and/or controlled by family members specifically identified in this sub-paragraph B.3.

C. Easements/Shared Costs and Maintenance:

1. Blacksmith Ridge hereby grants to Osprey Ridge, with **quitclaim covenants**, for the benefit of and appurtenant to the Osprey Ridge Property, a perpetual easement to pass and re-pass over and across that portion of Lot 10 shown as "Common Driveway Area" on the Sketch Plan (the "Common Driveway Area") which connects Squibnocket Road with the Osprey Ridge Property for the purpose of accessing the Osprey Ridge Property by foot or motorized or non-motorized vehicle, together with the right to construct and maintain a driveway within said Common Driveway Area necessary to exercise the easement granted herein.

2. Blacksmith Ridge hereby grants to Osprey Ridge, with **quitclaim covenants**, for the benefit of and appurtenant to the Osprey Ridge Property, a perpetual easement to use Lot 12 for all Recreational Purposes, as defined in sub-paragraph A.2. above.

3. Osprey Ridge hereby grants to Blacksmith Ridge, with **quitclaim covenants**, for the benefit of and appurtenant to the Blacksmith Ridge Property, a perpetual easement to use Lot 13 for all Recreational Purposes, as defined in sub-paragraph A.2. above.

4. Blacksmith Ridge hereby grants to Osprey Ridge, with *quitclaim covenants*, for the benefit of and appurtenant to the Osprey Ridge Property, a perpetual easement to use the beach portion of Lot 10 for all purposes for which beaches are customarily used on the Island of Martha's Vineyard.

5. Osprey Ridge hereby grants to Blacksmith Ridge, with *quitclaim covenants*, for the benefit of and appurtenant to the Blacksmith Ridge Property, a perpetual easement to use the beach portion of Lot 11 for all purposes for which beaches are customarily used on the Island of Martha's Vineyard.

6. All easements granted hereunder shall run with the land.

7. The parties hereto shall each pay one-half (1/2) of the cost of ordinary, necessary and reasonable maintenance and repair of that portion of any driveway which is located within the Common Driveway Area (the "Common Driveway"). Blacksmith Ridge shall be responsible for all of the cost of ordinary, necessary and reasonable maintenance and repair of that portion of any driveway which is located within the driveway area shown on the Sketch Plan as the "Blacksmith Ridge Driveway Area" (the "Blacksmith Ridge Driveway Area" and the "Blacksmith Ridge Driveway") and Osprey Ridge shall be responsible for all of the cost of ordinary, necessary and reasonable maintenance and repair of that portion of any driveway which is located within the driveway area shown on the Sketch Plan as the "Osprey Ridge Driveway Area" (the "Osprey Ridge Driveway Area" and the "Osprey Ridge Driveway"). No maintenance and repair work shall be done to the Common Driveway without the consent of both parties hereto, which consent shall not be unreasonably withheld or delayed, and in no event shall asphalt, concrete, or other hardened surface (exclusive of bluestone, stonedust, gravel, or the like) be used in the construction, maintenance and repair of the Common Driveway, the Blacksmith Ridge Driveway or the Osprey Ridge Driveway, except for a ten (10) to twenty (20) foot length of apron immediately adjacent to Squibnocket Road. Each of the parties hereto agrees to repair any damage to the Common Driveway caused by said party, its guests, tenants, employees or other permittees, at said party's sole cost and expense within ten (10) days of the damage, or as soon thereafter as is reasonably possible provided that the repair is commenced within said ten (10) day period and diligently prosecuted to completion, to insure that the Common Driveway remains at all times clear and usable to access the Blacksmith Ridge Property and the Osprey Ridge Property.

D. Notice of Intent to Sell and Right of First Refusal:

1. Blacksmith Ridge covenants and agrees to and with Osprey Ridge that it will give Osprey Ridge no less than twenty (20) days' prior written notice, in accordance with sub-paragraph H.5. below, before listing the Blacksmith Ridge Property for sale with any real estate broker or otherwise actively marketing said property for sale, which notice shall include the price at which such property will be marketed for sale. Osprey Ridge covenants and agrees to and with Blacksmith Ridge that it will give Blacksmith Ridge no less than twenty (20) days' prior written notice, in accordance with sub-paragraph H.5. below, before listing the Osprey Ridge Property for sale with any real estate broker or otherwise actively marketing said property for sale, which notice shall include the price at which such property will be marketed for sale.

2. Blacksmith Ridge hereby grants to Osprey Ridge a right of first refusal and option to purchase the Blacksmith Ridge Property in accordance with the provisions set forth below and Osprey Ridge hereby grants to Blacksmith Ridge a right of first refusal and option to purchase the Osprey Ridge Property in accordance with the provisions set forth below.

- (a) Neither Blacksmith Ridge nor Osprey Ridge (the "Transferor") shall sell, assign, transfer or otherwise convey his or her respective property, described herein, or any interest therein, in whole or in part (the "Transfer") to a third party (the "Proposed Transferee") without first offering said property in writing (the "Offer") to the other party to this Agreement (the "Option Holder"), in accordance with the notice provisions set forth in sub-paragraph H.5. below, at the same consideration and on the same terms and conditions, if any, that the Transferor is then able to realize from the Transfer, without deducting any commission that may be payable to any broker with respect to the proposed Transfer. The Transferor shall provide the Option Holder with the name and address of the Proposed Transferee and such other information as the Option Holder reasonably may request concerning the Proposed Transferee or the proposed Transfer including, but not limited to, evidence of the financial wherewithal of the Proposed Transferee to consummate the Transfer, together with the terms and conditions of the proposed Transfer, at the time the Offer is made. The giving of such Offer shall constitute a warranty and representation by the Transferor to the Option Holder that the Transferor believes the proposal from the Proposed Transferee to be bona fide in all respects.

- (b) The Transferor shall keep each Offer and Option to Purchase open for at least sixty (60) days from the date on which the Offer is deemed given to the Option Holder in accordance with the notice provisions of sub-paragraph H.5. below. All Offers must be accepted by written instrument given in accordance with the notice provisions of sub-paragraph H.5. below. In the event that the Option Holder shall accept any Offer within the said sixty (60) day period, the Transferor shall convey his or her property to the Option Holder by good and sufficient quitclaim deed, on the later of (i) the first business day occurring sixty (60) days after the Option Holder's acceptance of said Offer or (ii) the closing date specified by the Proposed Transferee, if applicable.
- (c) The failure of the Option Holder to accept any Offer within the sixty (60) day period described in the foregoing paragraph shall be deemed to constitute conclusive approval of the Transfer to the Proposed Transferee by the Option Holder, following which, an affidavit executed by Transferor under the pains and penalties of perjury stating that Transferor made the Offer to the Option Holder in accordance with terms hereof and that Option Holder failed to accept said Offer within the prescribed sixty (60) day period in accordance with the terms hereof, shall be conclusive and binding on third parties as to the matters set forth in said affidavit. In the event of such a failure to act within the sixty (60) day period, the Transferor may convey his or her property in compliance with the proposed Transfer to the Proposed Transferee, at a price not lower than, and on other terms and conditions not more advantageous to the Proposed Transferee, than those specified in the Offer. However, no conveyance by the Transferor of his or her property may be made to any other person or entity or at any lower price or on any more advantageous terms, without again offering the same to the Option Holder in accordance herewith.
- (d) In the event that the Transferor fails to offer his or her property to the Option Holder in accordance herewith, whoever may then hold title to said property shall convey said property forthwith to the Option Holder upon demand, for the same consideration that the Option Holder would have had to pay had the Offer been properly made. Such demand of the Option Holder upon the

then owner of the Transferor's property shall be made within sixty (60) days after receipt by the Option Holder of notice that a transfer of the Transferor's property has been completed. Notwithstanding any provision contained herein to the contrary, the notice referred to in the preceding sentence must be actual notice to the Option Holder and constructive notice by recording, filing, or otherwise shall not constitute such notice.

- (e) The waiver of the right of first refusal (the "Purchase Right") by an Option Holder for one Transfer of the Transferor's property shall not constitute a waiver for any subsequent Transfer unless expressly stated therein. The requirements of sub-paragraph D.2. hereof shall apply to each and every Transfer of Transferor's property.
- (f) Notwithstanding anything herein to the contrary, the above Purchase Right shall not apply to (i) any conveyance, transfer or succession of title by descent or devise to any partnership, corporation, limited liability partnership or limited liability company owned or controlled by the Transferor, or to any trust of which the Transferor has control either by virtue of having absolute power of control as trustee, or by owning a majority share of the beneficial interest, so long as such control of any such partnership, corporation, limited liability partnership, limited liability company or trust is maintained; or (ii) any conveyance, transfer or succession of title by descent or devise to any issue, adopted child, sibling, or spouse of the Transferor or to any partnership, corporation, limited liability partnership, limited liability company or trust owned, controlled by or established for the sole benefit of a group consisting entirely of any of the issue, adopted children, siblings or spouse of the Transferor. It is the parties' shared intention that the above Purchase Right shall apply only to conveyances, transfers or succession of title by descent or devise to persons and entities other than the family members or other than the entities owned and/or controlled by family members specifically identified in this sub-paragraph D.2.(f). In the event of any such conveyances, transfers or successions, a written waiver may be obtained from the Option Holder pursuant to the provisions of sub-paragraph D.2.(c) above.

E. No Improvement Zone: Except for a well that Osprey Ridge shall be permitted to install, maintain, repair or replace on the Osprey Ridge Property, no temporary or permanent improvements of any kind, either above or below ground level, shall be made to, or constructed on, those portions of the Blacksmith Ridge Property and the Osprey Ridge Property shown as "No Improvement Zone" on the Sketch Plan (the "No Improvement Zone"), it being understood and agreed to by the parties that said No Improvement Zone shall be left in its natural indigenous state.

F. Preservation of Water Views:

1. To insure the existence of reasonable views of both Squibnocket Pond and the Atlantic Ocean (the "Water") from the ground floor level of the detached single-family dwellings to be constructed on the House Lots (hereinafter referred to individually as the "Blacksmith Ridge Residence" and the "Osprey Ridge Residence"), Blacksmith Ridge and Osprey Ridge agree and covenant as follows:

- (a) In June of 1998, Blacksmith Ridge and Osprey Ridge shall jointly engage and pay for the services of a professional photographer: (i) to photograph, in a series of overlapping photographs, the views of the Water from the southernmost point of the Building Envelope of the Blacksmith Ridge Residence, which photographs, once they have been approved by both Blacksmith Ridge and Osprey Ridge (which approval shall not be unreasonably withheld or delayed), shall be deemed the Water view to be preserved hereunder on the Blacksmith Ridge Property (the "Blacksmith Ridge Water View"); and (ii) to photograph, in a series of overlapping photographs, the views of the Water from the southernmost point of the Building Envelope of the Osprey Ridge Residence, which photographs, once they have been approved by both Blacksmith Ridge and Osprey Ridge (which approval shall not be unreasonably withheld or delayed), shall be deemed the Water view to be preserved hereunder on the Osprey Ridge Property (the "Osprey Ridge Water View");
- (b) Blacksmith Ridge shall not permit vegetation now or hereafter existing on the Blacksmith Ridge Property to grow to a height which unreasonably obstructs, interferes with, or intrudes upon the Osprey Ridge Water View;

- (c) Osprey Ridge shall not permit vegetation now or hereafter existing on the Osprey Ridge Property to grow to a height which unreasonably obstructs, interferes with, or intrudes upon the Blacksmith Ridge Water View; and
- (d) Blacksmith Ridge and Osprey Ridge shall each keep identical sets of photographs depicting the Blacksmith Ridge Water View and the Osprey Ridge Water View and copies of the negatives of said photographs for their files.

2. In furtherance of their respective rights and obligations arising by virtue of the preceding sub-paragraph F.1. Osprey Ridge and Blacksmith Ridge shall be entitled to undertake the following actions:

- (a) In the event that vegetation on the Osprey Ridge Property grows to unreasonably obstruct, interfere with, or intrude upon the Blacksmith Ridge Water View, Blacksmith Ridge shall give notice to Osprey Ridge of such obstruction, interference or intrusion, as provided in sub-paragraph H.5. below, and, within thirty (30) days of the giving of said notice, Osprey Ridge shall cause such vegetation to be cut, trimmed, cleared or removed; and
- (b) In the event that vegetation on the Blacksmith Ridge Property grows to unreasonably obstruct, interfere with, or intrude upon the Osprey Ridge Water View, Osprey Ridge shall give notice to Blacksmith Ridge of such obstruction, interference or intrusion as provided in sub-paragraph H.5. below, and, within thirty (30) days of the giving of said notice, Blacksmith Ridge shall cause such vegetation to be cut, trimmed, cleared or removed.

3. All cutting, trimming, clearing or removal of vegetation shall be performed so as to create a natural appearing flow of canopy, shall employ proper horticultural, forestry and landscape management practices, and shall proceed in accordance with all applicable laws, by-laws, rules and regulations. All cuttings shall be removed within a reasonable period of time.

4. Osprey Ridge and Blacksmith Ridge desire to avoid and settle without litigation, any future dispute which may arise

between them relative to the preservation of their respective reasonable views of the Water. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute, using, when appropriate, the services of a local arborist. In the event they are unable to resolve any such dispute by negotiation, then such dispute shall be submitted to arbitration in accordance with the Arbitration Rules of the American Arbitration Association then in effect, and the award rendered by the arbitrators shall be binding as between the parties and judgment on such award may be entered in any court having jurisdiction thereof. All costs of arbitration shall be shared equally by the parties.

G. Architectural Review:

The provisions set forth below shall be of no force and effect until such time as Judith H. Cook ceases to own one hundred percent (100%) of the land with the improvements thereon in Chilmark, County of Dukes County, Massachusetts, more particularly shown on Land Court Plan No. 11979-A and described as the first of the two parcels described on Certificate of Title No. 4150, all on file in the Dukes County Registry District Office of the Land Court (the "Cook Property"). At such time as Judith H. Cook ceases to own one hundred percent (100%) of the Cook Property, the following provisions shall automatically be and remain in full force and effect.

1. No Structure shall be erected or maintained on either House Lot until the exterior elevations and specifications for such Structure showing the kind, size, materials, colors, shape (excluding decks and porches) and height shall have been submitted to, reviewed and approved in writing by the then owner of the other House Lot (the "Approving Owner"), which approval shall not be unreasonably withheld or delayed. In exercising his right of review and approval, the Approving Owner shall consider whether the proposed Structure satisfies the following criteria:

- (a) Any Structure must be of traditional New England or proportioned contemporary design so as to be consistent and compatible with the design of other structures in the Squibnocket area of Chilmark, Massachusetts.
- (b) No Structure shall be greater than eighteen (18) feet in height, exclusive of basement, chimneys or antennae, measured in the same manner contemplated by the Chilmark zoning by-law.
- (c) No individual Structure shall be greater than eight thousand (8,000) square feet in size.

- (d) All Structures shall have siding of wooden clapboards or cedar shingles and a roof of cedar, stone or stone-like material or asphalt shingles. All exterior materials, exclusive of trim, shall have a natural weathered finish, a grey or brown stain or subdued colors commonly used on traditional rural New England structures. All exterior chimneys shall be constructed of stone or brick.
- (e) No driveway servicing any Structure shall consist of asphalt, concrete, or other hardened surface (exclusive of bluestone, stonedust, gravel, or the like), except as permitted in sub-paragraph C.7. hereof.
- (f) All utilities servicing any Structure (exclusive of utilities existing at the time of the execution of this Agreement) shall be placed underground to the extent such placement is allowed or required by the Town of Chilmark.

2. The Approving Owner shall provide written notice to the owner of the House Lot requesting approval of a Structure (the "Requesting Owner") within fifteen (15) days of the delivery to him of any exterior elevations and specifications as outlined above indicating his approval or disapproval of same. Delivery of such exterior elevations and specifications shall be made to the respective party in accordance with the notice provisions of sub-paragraph H.5. of this Agreement. Any notice disapproving such exterior elevations and specifications must indicate with specificity the reasons for such disapproval. In addition, such disapproval must indicate the specific changes necessary to insure that the exterior elevations and specifications will be approved. Such exterior elevations and specifications shall be deemed approved in all respects in which such exterior elevations and specifications are not specifically disapproved. Further, if a Requesting Owner has not received such notice within fifteen (15) days after delivery of such exterior elevations and specifications to the Approving Owner, the Approving Owner shall be deemed to have approved such exterior elevations and specifications.

H. General Provisions:

1. The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret or deemed to amend or modify in whole or in part any of the substantive provisions hereof.

2. This Agreement contains the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior agreement between the parties, whether written or oral, concerning the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to choice of laws or provisions) and may only be amended by a written instrument signed by both parties hereto. The parties hereto agree that for the sake of convenience because the properties which are the subject of this Agreement are located on the Island of Martha's Vineyard in the County of Dukes County, any suit brought in connection with this Agreement shall be filed in the Superior Court in the County of Dukes County and the parties hereto agree to submit to the jurisdiction of said court.

3. The rights and obligations contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto and are intended to burden and benefit the properties described herein.

4. The restrictions contained herein shall continue and remain in full force and effect for thirty (30) years from the date of the recording of this Agreement, and may be extended and continued in full force and effect thereafter in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, for further periods of twenty (20) years each, or for such other maximum further periods as may be allowed by any amendments of said law or by any successor provisions.

5. All notices required or permitted to be given hereunder shall be given in writing and sent to the parties, or their successors in interest hereunder, at their respective addresses on file with the Chilmark Tax Assessor's office (and in addition, to any other address for the party to whom notice is being sent hereunder which is known or which reasonably should be known by the party giving the notice) by registered or certified United States Mail, postage pre-paid, return receipt requested, or by nationally recognized overnight delivery service. All notices shall be deemed given fourteen (14) days after having been mailed, if sent by United States mail in accordance herewith, or four (4) days after having been deposited with an overnight delivery service, if sent by such service in accordance herewith.

EXECUTED as a sealed instrument on and as of the date set forth above.

Julie G. Gley
Witness

Jennifer L. Jeffers
Jennifer L. Jeffers, Trustee of
The Blacksmith Ridge Realty
Trust, as aforesaid

Frances M. D'Alleva
Witness

Harold I. Pratt
Harold I. Pratt, Trustee of The
Osprey Ridge Realty Trust, as
aforesaid

Frances M. D'Alleva
Witness

Th. E. Bator
Thomas E. Bator, Trustee of The
Osprey Ridge Realty Trust, as
aforesaid

Fairfax COUNTY, ss. STATE OF Virginia

August 27, 1997

Then personally appeared the above-named Jennifer L. Jeffers, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of The Blacksmith Ridge Realty Trust, before me,

James H. Adams
Notary Public
My commission expires: 12/31/1999

AFFIX
NOTARIAL
SEAL

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

September

~~August~~ 8, 1997

Then personally appeared the above-named Harold I. Pratt and Thomas E. Bator, Trustees of The Osprey Ridge Realty Trust, as aforesaid, and acknowledged the foregoing instrument to be their free act and deed as such Trustees and the free act and deed of The Osprey Ridge Realty Trust, before me,


 Notary Public Madeline T. Flood

My commission expires: March 2, 2001

AFFIX :
 NOTARIAL :
 SEAL :

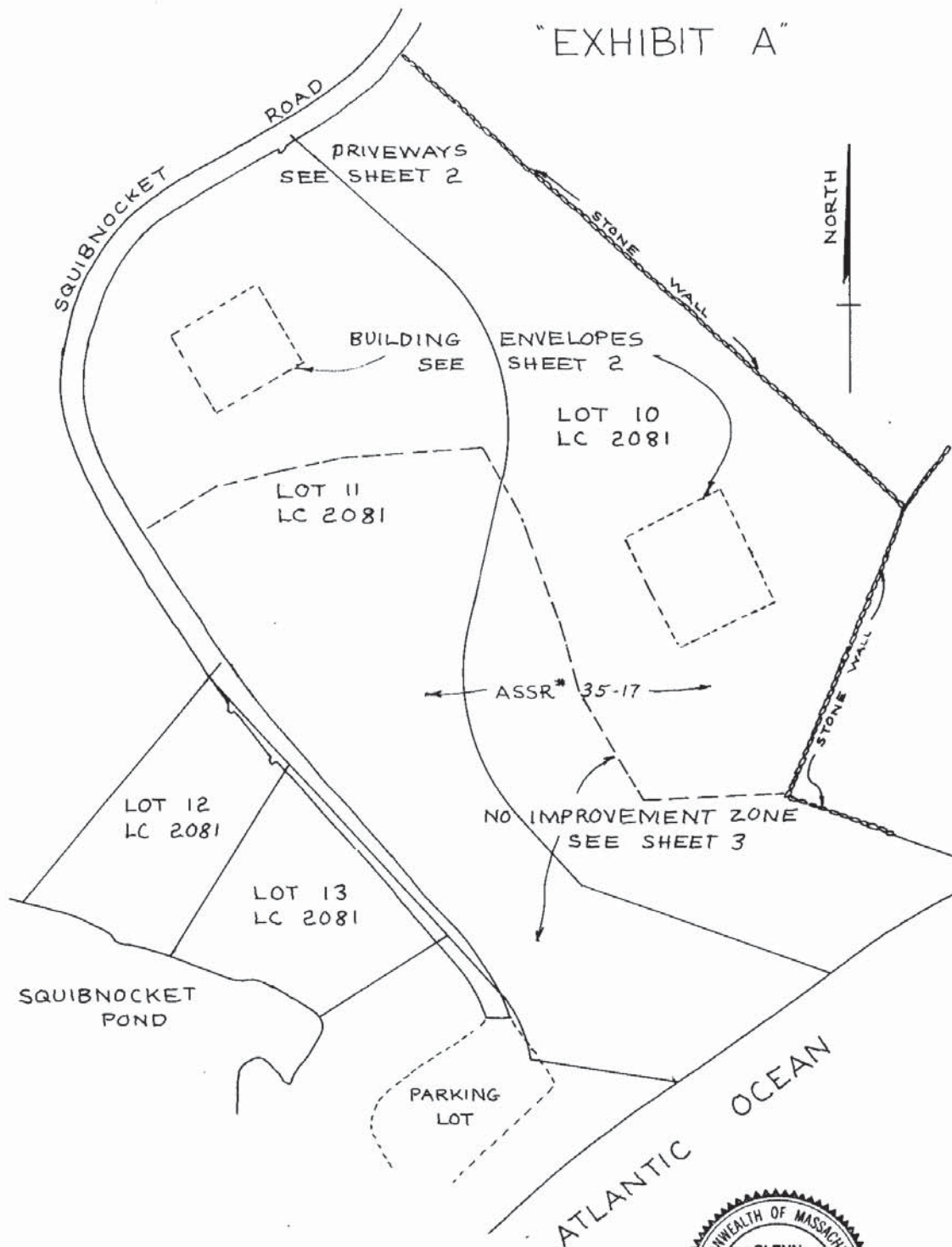
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SKETCH PLAN OF LAND IN
CHILMARK, MASS.

165 304

PREPARED FOR:

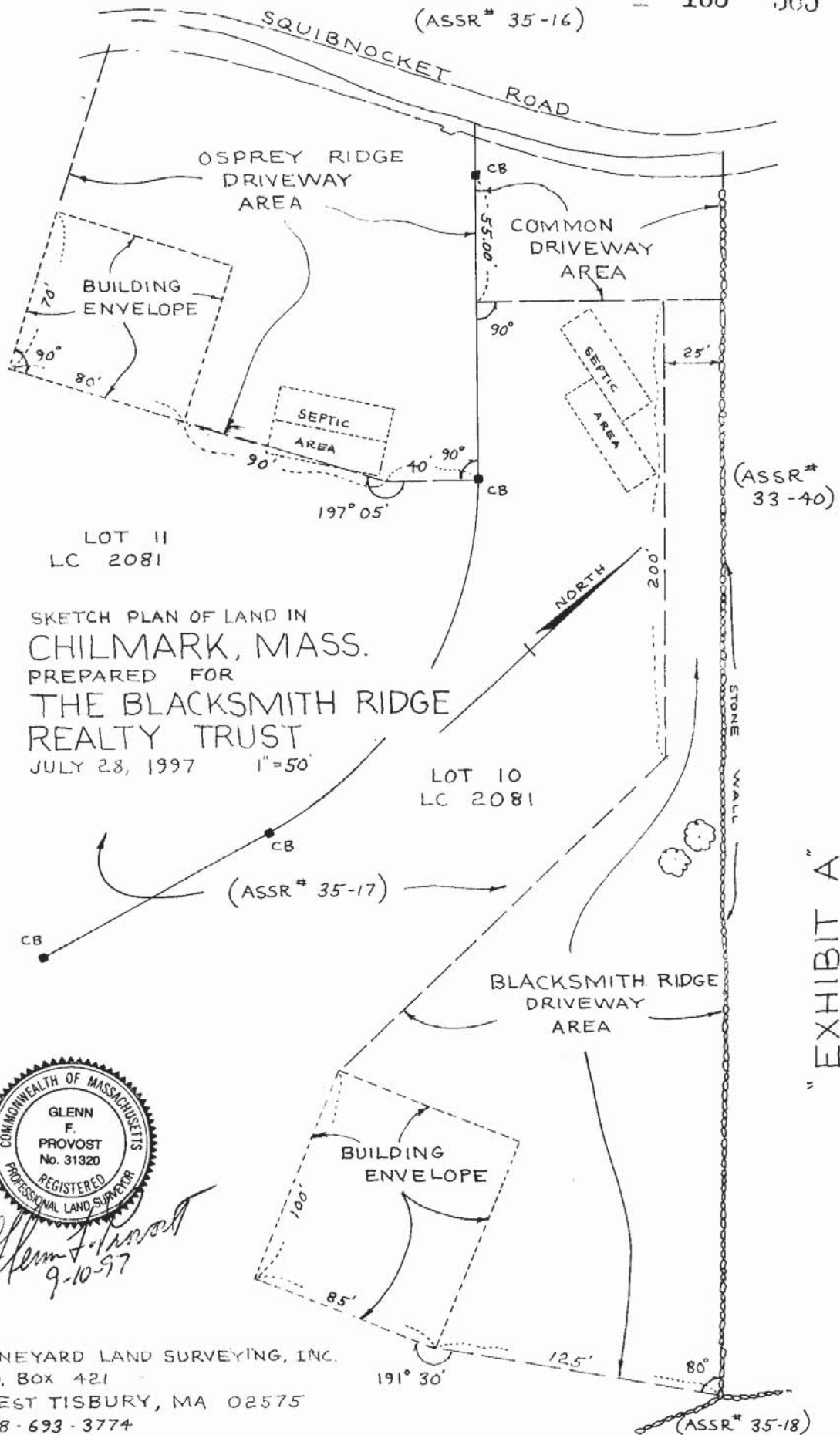
THE BLACKSMITH RIDGE REALTY TRUST
JULY 28, 1997



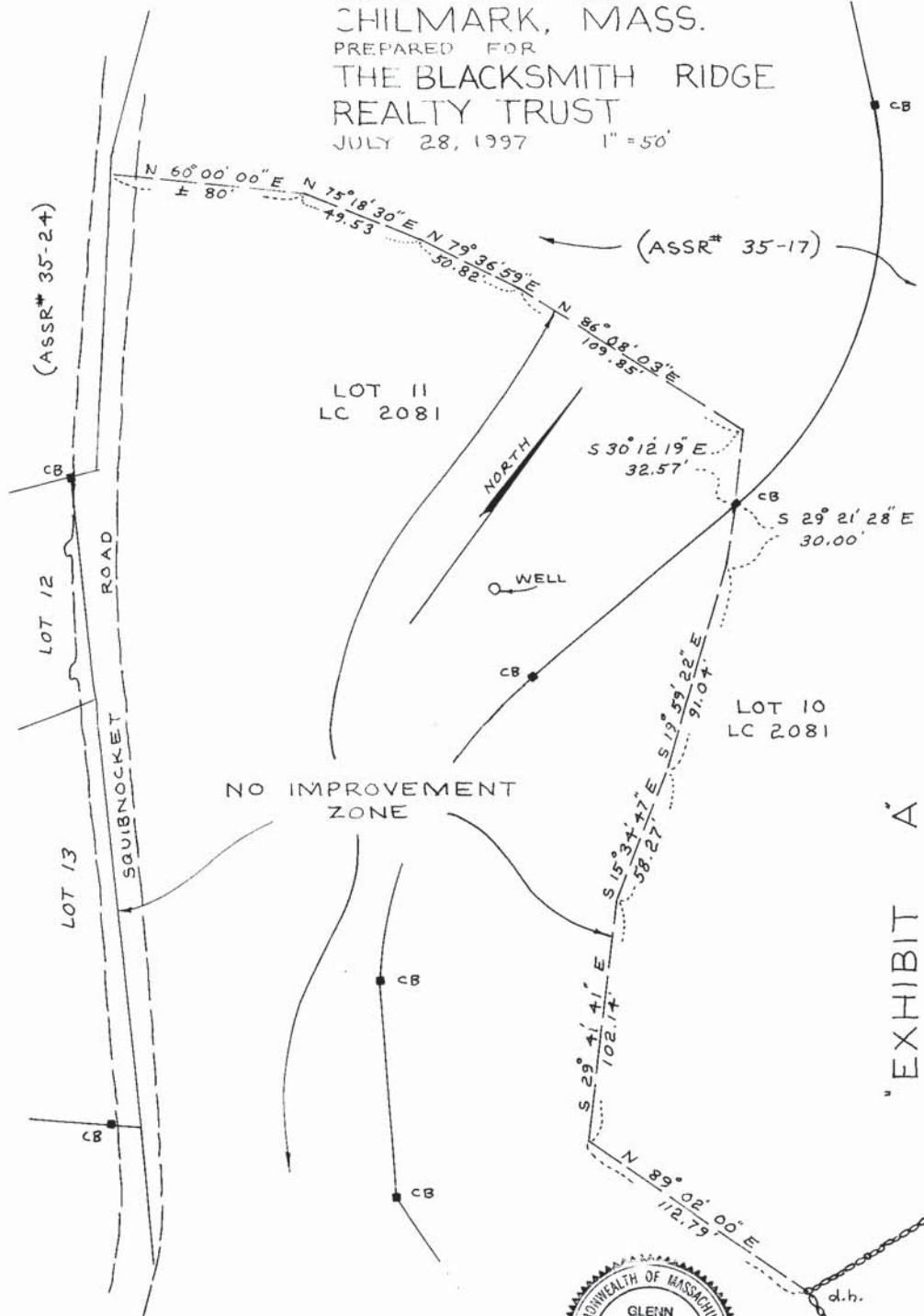
VINEYARD LAND SURVEYING, INC.
P.O. BOX 421
WEST TISBURY, MA 02575
508 - 693 - 3774



Glenn F. Provost
9-10-97



SKETCH PLAN OF LAND IN
CHILMARK, MASS.
PREPARED FOR
THE BLACKSMITH RIDGE
REALTY TRUST
JULY 28, 1997 1" = 50'



VINEYARD LAND SURVEYING, INC.
P.O. BOX 421
WEST TISBURY, MA 02575
508-693-3774



Glenn F. Provost
9-10-97

EXHIBIT A

Dukes Registry District
RECEIVED FOR REGISTRATION
Sept 19, 1997 11:30 AM 9931
NOTED ON CERTIFICATE NO 9932
REGISTRATION BK 52 PG 283
Arch Cert. 52 285