

**STONEGATE LANE HOMEOWNER'S ASSOCIATION
 DECLARATION OF RESTRICTIVE COVENANTS**

(This Declaration of Restrictive Covenants is intended to replace the Herring Creek Homeowner's Association Declaration of Restrictive Covenants which is recorded in Book 456 Page 770.)

THIS DECLARATION is made as of the 9th day of October, 1993 by the Stonegate Lane Homeowners Association (formerly the Herring Creek Homeowners Association).

WHEREAS, the Property Owners (the "Owners") of the Stonegate Lane Homeowners Association own the real property shown as Lots 1-15 on a plan entitle "A Plan of Land in Tisbury, Mass. Prepared for MVY Realty Trust" by Schofield Brothers, Inc. dated March 6, 1986 and revised April 9, 1986 (the "Plan") recorded in Dukes County Registry of Deeds as Tisbury Case File No. 224. (Each separate parcel of land shown on the Plan is referred to herein as a "Lot" and collectively as the "Lots;" and the entire property shown on the Plan is referred to as the "Subdivision"); and

WHEREAS, the Owners desire to create certain restrictions on the design, construction, and use of improvements on the Lots for the benefit of the Lots and the Owners; and

WHEREAS, the Owners desire that such restrictions be enforced by a Board of Trustees (the "Board") of the Stonegate Lane Homeowners Association (the "Association") organized and existing pursuant to the By-Laws (the "By-Laws") of even date recorded herewith. The Board of Trustees shall consist of 5 members as outlined in Article II Section 2.1 of the Stonegate Lane Homeowner's Association By-Laws.

RESTRICTIVE COVENANTS

1. Declaration; Term. Now therefore, the Owners hereby declare that all Lots are now subject to the restrictions set forth herein for the benefit of the other Lots and the Owners. These restrictions shall be in effect for 30 years from the date of recording of this Declaration, but may be extended for such periods and in such fashion as set forth in M.G.L. c. 184, Sec. 27, as amended, or similar successor provisions. The Lots are also subject to the conditions of approval of the subdivision by the Tisbury Planning Board and the Martha's Vineyard Commission.

2. Intent. These restrictions are intended to provide a means of assuring the quality and overall conformity of the design, construction and continued use of improvements

of the Lots.

3. Design Review. Prior to any construction of improvements or exterior modification of existing improvements or in any other circumstances in which the consent of the Board is required hereunder (collectively, the "Proposed Action"), the Owner of such Lot shall submit to the Board the following which shall be deemed the "Final Plans":

- a. Application Checklist (it is the responsibility of the applicant to obtain this checklist from Board of Trustees).
- b. Site Plan showing the location of the proposed structure(s) on the lot, location of the proposed driveway, location of proposed utilities (i.e. septic system, water line, electric and telephone line, etc.), proposed outbuildings and accessory structures, proposed fences, proposed tree cutting, and other proposed improvements.
- c. Elevation Plans showing all faces of the proposed structure(s).
- d. Specification and Materials Breakdown including proposed trim and window details, proposed siding and masonry details, etc.
- e. Schematic renderings, working drawings and any other documents that are sufficiently detailed to establish fully the nature of the proposed activity and to establish compliance with the other terms of this Declaration.

An owner shall not commence any Proposed Action until the Board's consent thereto is acquired. Such consent may be withheld if in the Board's reasonable judgment the Proposed Activity would not be harmonious with the natural features and improvements at the Subdivision, or if the Proposed Action would violate any specific provision hereof. If consent is withheld, the Board shall promptly provide the Owner a statement of its reasons and suggestions as to changes (if any) which could cause the Board to approve the Proposed Action. Failure by the Board to respond to any submission within thirty days shall constitute approval. Any approval or disapproval of Final Plans shall be evidenced by a certificate of the Board in form suitable for recording in the Dukes County Registry of Deeds. If approval is deemed granted because of a failure by the Board to reply to submission of an Owner, the Board, upon request of the Owner, shall issue and acknowledge a certificate of approval on account of such failure to respond. Neither the Board nor any other person shall have any right to challenge the action of any

Owner on the grounds that approval was required hereunder and not obtained unless court action is commenced within two years from the completion of the challenged work and notice thereof is filed with the Association. The Board in serving as Design Review Committee shall have no liability or responsibility for any approved design or for any approval or failure of approval hereunder except as made in bad faith. Notwithstanding any contrary provision hereof, the Board shall have the right to exercise reasonable discretionary judgment in the review process.

4. Enforcement. The Board shall have the authority to enforce the provisions of this Declaration. Any owner from time to time of a Lot shall also have the right to enforce the provisions of this Declaration by appropriate legal action, except that actions and decisions of the Board with respect to matters hereunder shall be binding on all Owners and no Owner shall have any right to challenge any such actions or decisions except on the grounds of fraud or bad faith.

5. Severability; Amendment. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect. The restrictions herein set forth may be amended by vote of the majority of the Owners, such amendment to be effective only upon recording of same in the Dukes County Registry of Deeds.

6. Restrictions.

- a. All uses of the Lots and improvements thereto shall comply with all laws, orders and regulations which may from time to time be applicable, including without limitation the Zoning By-Laws of the Town of Tisbury and also including the conditions of approval of the subdivision by the Tisbury Planning Board and the Martha's Vineyard Commission.
- b. No Lot shall be further subdivided to create additional buildable lots and owners of multiple contiguous Lots may not alter the demising lines between such Lots without prior approval of the Board. In no case shall the altering of property lines create additional buildable lots.
- c. Each Lot shall be used only for the purpose of single family dwellings and uses accessory thereto, subject to the terms of this Declaration. No time sharing arrangement, condominium, cooperative, or other multiple ownership thereof shall be permitted other than tenancy by the entirety or tenancy in common between two occupants. A Lot may be leased for

occupancy subject to the terms of this Declaration. Minimum rental term shall be two weeks, with no more than 5 occupancies in a 12 month period, and there shall be no subletting by lessee.

- d. The following uses shall be prohibited: business uses; noxious, dangerous, offensive, or unduly noisy uses; uses that require customers at the property; stables, kennels or other uses involving animals (except that customary household pets shall be permitted); windmills, dish antennas visible from outside the Lot; operation of dirt bikes, snowmobiles, motorcycles or other engine-powered motor vehicles except for automobiles and light trucks (provided that an owner of may use the particular driveway for his Lot, and any common driveway giving access thereto and shown on the Plan (any such common driveway and the access road with which driveways from Lots intersect is sometimes referred to herein as a "road") for access of such vehicles from his Lot to areas outside the Subdivision).
- e. No unregistered motor vehicle, and no house trailer, camping trailer, boat or mobile house shall be located on any Lot (except for storage if completely enclosed within a garage or otherwise screened from view from the street or other Lots within the Subdivision). No tent shall be located on any Lot except for a temporary children's tent or a temporary tent for ceremonial or social functions, each of which shall be permitted only after a dwelling has been constructed on a Lot.
- f. Trash, garbage, vegetable waste, bottled gas containers, and clotheslines on each Lot shall be screened from view of person outside such Lot using the required architectural elements, fencing, or natural vegetation, and shall not be located less than 50 feet from any street line or property line.
- g. No above-ground swimming pools shall be placed on any Lot.
- h. All structures, improvements, lawns and landscaping on each Lot shall be maintained in a reasonably clean, neat, and trim condition, and any dead trees on any Lot from time to time shall be promptly removed.
- i. Electricity, telephone, gas, storm drainage, and cable television service, if any, and other

utility services for each Lot shall be obtained from master utility lines to be installed along common driveways or otherwise existing in streets adjacent to the Subdivision. Connection from improvements on Lots to such underground lines shall be installed underground and shall be made only at the stubbed lines installed by Developer.

- j. No structures (excluding accessory buildings and uses such as garages, tennis courts, in-ground swimming pools, playhouses, decks, fences, lightpoles, flagpoles and the like) may be hereafter constructed on each Lot within 50 feet of any street, 35 feet of any side property line, or 50 feet of any rear property line.
- k. The design of all structures shall be Early American, Colonial or Neo-Classical in attitude, and the use of traditional forms and design elements (e.g. pitched roofs, columns, arches, trellises, gable dormers, etc.) is encouraged. There is no requirement for a literal interpretation of a traditional style, but the exterior design of all structures should address the contextual issues raised under Section 2 (Intent) of this Declaration.
- l. Exterior walls of all structures shall be sheathed with either wood clapboard or white cedar shingles. Windows are recommended to have casings that are a minimum of 3.5 inches wide and sills that are a minimum of 1 inch thick. All outside corners are recommended to have cornerboards that are a minimum of 5.5 inches wide on each side.
- m. Primary roofs of all structures shall be pitched at a slope of approximately 8 to 12 inches of rise for every 12 inches of run. Secondary roofs (entrances, screened porches, porticos, etc.) shall be pitched at a slope of approximately 6 to 12 inches of rise for every 12 inches of run. All fascia and rakeboard trim to be a minimum of 7 inches wide except for secondary roofs. Chimneys shall be clad in brick, stone, or stucco. Solar and photovoltaic panels, either roof-mounted or otherwise are prohibited.
- n. Fenestration (windows, doors, skylights, etc.) shall be traditional in both style and context, with the exterior solid wall mass to predominate on any given elevation (side and roof).
- o. All individual site lighting shall be non-glaring and subdued in nature. No exterior flood or spotlights shall point to or be a detriment to

other Lots and other Lot Owners. Both the design and placement of all exterior lighting should be subordinate to the main site lighting along the common drives.

- p. There shall be no trees cut that are greater than 4 inches diameter within 50 feet of the front or street property line, 35 feet of the side property line, and 35 feet of the rear property line except as approved by the Board.
- q. Any construction of improvements and any landscaping on any Lot shall be diligently prosecuted. The owner shall ensure that dust and noise during construction are limited by reasonable control measures. Construction shall be permitted only during daylight hours. Construction materials, dirt piles, etc. shall be removed from the lot not later than one year from commencement of construction.
- r. Fencing along property lines shall be of an acceptable traditional style such as: picket (open or capped) or wood rail.
- s. Signs shall be restricted to a size of six (6) inches by twenty four (24) inches or less. Signs may contain only the Owner's name and/or property name and property numbers. Advertising on signs is not allowed. Signs shall be constructed and lettered in a subdued manner.
- t. The 50 foot no cut buffer zone is intended as natural screening for Herring Creek Road and for the lots. Occasional removal of dead vegetation or brush that obstructs vehicle passage on Herring Creek Road is allowed. There shall be no vehicular access from any lots across the 50 foot no cut buffer zone to Herring Creek Road.
- u. A driveway entrance to each lot from either Stonegate Lane or Stonegate Circle has been determined and a curb cut has been created. There shall be no additional cuts in the road berms after these entrances are determined unless approved by the Board. Driveways from the road to the houses shall be curved to reflect the topography of the lots and shall be shown on the site plan submitted to the Board. The sole access to each lot shall be from either Stonegate Lane or Stonegate Circle.
- v. Each dwelling shall have a minimum of 2000 square feet of livable space and a minimum first floor footprint of 1000 square feet (not including decks, entrances, and porches).

7. Ways, Easements and Maintenance Costs. Each Lot shall be subject to and have the benefit of an easement in Stonegate Lane and Stonegate Circle as shown on the Plan for all purposes for which ways may be used in the Town of Tisbury including the location of underground electric or communication cables, or storm drainage pipelines for supplying water or heat, including mains, service pipes and equipment, and those electric and telephone poles and above ground lines which now exist.

The Owners shall pay for the maintenance of such ways and utilities by payment of the common charges assessed to each Owner by the Board pursuant to the By-Laws.

The undersigned being the Board of Trustees certify that this is a true copy of the Declaration of Restrictive Covenants applicable to the Subdivision.

Dated the 9th day of October, 1993.
Douglas R. Hoehn, President *Douglas R. Hoehn*
Edward J. Lapointe, Treasurer *Edward J. Lapointe*
Betty C. Stewart, Clerk *Betty C. Stewart*

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss November 1, 1993

Then personally appeared the above-named Douglas R. Hoehn and acknowledged the foregoing to be his free act and deed before me.

[Signature] Notary Public
My commission expires: 8/5/97

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss October 21, 1993

Then personally appeared the above named Edward J. Lapointe and acknowledged the foregoing to be his free act and deed before me,

[Signature] Notary Public
My commission expires: 11/5/97

COMMONWEALTH OF MASSACHUSETTS

State of Florida
County of Manatee, ss November 1, 1993

Then personally appeared the above named Betty C. Stewart and acknowledged the foregoing to be her free act and deed before me,

[Signature] Notary Public
My commission expires: **JENEEN M. THORP**
My Commission Expires Dec 6, 1993

Egartown, Mass. Dec 2 1993
at 9 o'clock and 10 minutes A M
received and entered with Dukes County Deeds
book 620 page 438

Attest: *[Signature]*
Register