

MASTER DECLARATION OF ISLAND GROVE
IN EDGARTOWN, DUKES COUNTY, MASSACHUSETTS
RESERVATIONS AND RESTRICTIONS

This Master Declaration of Island Grove made this 31st day of March, 1977, by Peter G. Sheaffer (hereinafter called the Declarant), being the registered owner of approximately 111.76 acres of land situated in the Town of Edgartown, Dukes County, Massachusetts, hereinafter more particularly described and specified, Witnesseth that:

Whereas, the Declarant intends to create a residential community on said land, comprising not more than 149 private residences, together with suitable facilities for the amenity of residence therein; including recreational and social facilities, undeveloped areas of trees and fields, footpaths, public and private ways for traffic circulation and access to residences, and necessary and appropriate utility services; and

Whereas, in furtherance thereof it is desired to establish common and mutual covenants, conditions, reservations and restrictions, and an association of residence owners to manage and regulate the same;

Now, therefore, the Declarant hereby declares, provides, covenants and acts as follows:

ARTICLE I
SUBJECT PROPERTY

Section 1.01. The property subject to this Declaration comprises and consists of the parcels of land numbered 1 through 149, inclusive, and lettered A through S, inclusive, as shown on Land Court Plan No. 37222A, comprising eight sheets, and on Land Court Plan No. 37269A, comprising three sheets, the streets and ways shown on said plans as Martha's Road, Night Heron Road, Old Squaw Circle, Marsh Hawk Circle, Wistling Swan Circle, Comorant Circle, Gray Gull Circle and Wood Duck Circle, and so much as is included in the registration under Certificates of Title No. 4093 and 4172 of Meeting House Road, Quenonica Road and Old Meshacket Road, all as registered under said Certificates of Title.

ARTICLE II
LAND CLASSIFICATIONS
PROPERTY USE AND RESTRICTIONS

Section 2.01. Land Classifications.

The land within Island Grove is hereby divided into the following use classifications:

A. Residence Areas. Referring to the parcel designations set forth in Article I hereof, each of the parcels numbered 1 through 149, inclusive, is hereby designated as a Residence Lot.

B. Community Areas. Referring to the parcel designations set forth in Article I hereof, the parcels lettered A through S, inclusive, are hereby designated as Community Areas.

C. Vehicular Access Areas. Referring to the streets and ways designated in Article I hereof, all of the same are hereby designated as Vehicular Access Areas.

Section 2.02. Residence Areas; Permitted Uses and Restrictions.

Each Residence Lot shall be for the exclusive use and benefit of the owner or owners thereof, subject, however, to all of the following limitations and restrictions:

A. Residential Use. No buildings or other structures of any kind shall be erected, placed or allowed to stand on any Residence Lot except such detached dwelling houses as are permitted under applicable law, each designated as a residence for one family, together with accessory buildings and structures normally appurtenant to such a dwelling situated in Edgartown. No dwelling house shall be used for any other purpose than as a dwelling for one family, and no garage shall be used for the storage of business trucks. No business activities of any nature shall be conducted upon any Residence Lot, and no advertising signs shall be displayed thereon, except that a lawyer, physician, architect, dentist, real estate broker, or insurance agent, residing in a dwelling house thereon may maintain therein an office for his professional use and may display a small professional nameplate. Nothing herein shall be deemed to prevent the leasing of a Residence Lot from time to time by the owner thereof subject to all of the provisions of this Declaration.

B. Animals. No pets or other animals or birds shall be kept or maintained on any Residence Lot of such type or in such number as to be noisome or offensive, and no such pet, animal or bird shall be allowed to pass onto or enter land in Island Grove other than the Residence Lot of the owner thereof unless such pet, animal or bird is suitably leashed, caged or otherwise controlled.

C. Improvements and Alterations. No buildings or fences or other structures of any kind or additions thereto or driveways shall be erected, placed or allowed to stand upon any Residence Lot until the size, plans, specifications and locations thereof shall have been approved in writing or this restriction waived with respect thereto or released in writing by the Approval Committee provided for in Article IV hereof. No loam, sand, gravel, or other soil materials, except that resulting from landscaping or from construction permitted and approved hereunder, shall be removed from Island Grove. The erection of any approved structure on a Residence Lot, once begun, shall be carried forward to completion with diligence. Temporary buildings or structures used during the construction of a dwelling on a Residence Lot shall be removed immediately after the completion of construction. No owner of a Residence Lot shall be responsible under this paragraph except for his acts and defaults while owner, nor required to remove or alter, because of violation of this paragraph, any buildings, fences or other structures or driveways erected prior to his ownership.

D. Temporary Occupancy. No trailer, mobile home, basement of any incomplete building, tent, truck, camper, shack, garage, or bar, and no temporary building or structure of any kind, shall be used at any time for a residence on any Residence Lot, either temporarily or permanently, unless in any specific instance such use shall first have been authorized in writing by the Approval Committee.

E. Trailers and Tents. No house trailer, commercial vehicle, camper, permanent tent or similar structure, shall be kept, placed or maintained upon any Residence Lot or on any roadway (public or private) adjacent thereto in such a manner as to be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Approval Committee.

F. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Residence Lot which will or may render the same or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Residence Lot and no activity, structure or device shall be conducted, built or maintained which is or may be offensive or detrimental to any other Residence Lot in the vicinity thereof or to its occupants.

G. Repair of Buildings. No building or structure upon any Residence Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repaired and adequately painted or otherwise finished.

H. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Residence Lot except in covered containers.

I. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes which are visible from neighboring property shall not be erected or maintained on any Residence Lot.

J. Restriction on Further Subdivision. No Residence Lot shall be further subdivided, and no portion of any such Lot, nor any easement or other interest therein shall be conveyed by any owner without the prior written approval of the Approval Committee.

K. Signs. No signs shall be erected or maintained on any Residence Lot except:

(1) Such signs as may be required by law;

(2) A residential identification sign of a combined total face area not larger than seventy-two (72) square inches;

(3) During the time of construction of any building or other improvement, one job identification sign not larger in area than three (3) square feet;

(4) A "For Sale" or "For Rent" sign, of a reasonable type, size and appearance but only if attached to the building (and not free standing or attached to any pole or tree), and informational or directional signs erected or maintained by Island Grove Residents Association.

Section 2.03
of Improvements.

Residence Areas: Construction and Alteration

A. Application for Approval of Improvements. Any owner of a Residence Lot proposing to make any improvement which, under Section 2.02 hereof, requires the prior written approval of the Approval Committee shall apply for approval by delivering to the Approval Committee a written application describing the nature of the proposed improvement together with such of the following documents and information as are pertinent, in such number of copies as the Approval Committee may require:

- (1) A plot plan of the affected property showing the location of existing and proposed improvements;
- (2) Floor plans;
- (3) Drawings showing all elevations;
- (4) A description of exterior materials and colors, with color samples; and
- (5) The owner's proposed construction schedule.

B. Basis for Approval of Improvements.

The Approval Committee shall, after consideration of the items set forth in the foregoing paragraph A and such other matters as it deems necessary, grant the requested approval if the Approval Committee determines that:

- (1) The proposed improvement conforms to the provisions of this Declaration, the restrictions herein set forth and the Approval Committee Rules, as defined in Section 3.04, in effect at the time the application for approval was submitted; and
- (2) The proposed improvement is reasonably compatible with the standards of Island Grove and the purposes of this Declaration as to quality of workmanship and materials, as to harmony of external design with existing structures and as to location with respect to topography and finished grade elevation; and
- (3) The proposed improvement complies with all applicable laws, and zoning by-law and building code requirements of the Town of Edgartown.

C. Form of Approval. All approvals given under the foregoing paragraph B shall be in writing and shall be filed or recorded, provided, however, that any such application for approval which has not been acted upon within thirty (30) days from the date of submission thereof to the Approval Committee shall be deemed approved, and a Certificate to that effect signed by any member of the Approval Committee or the President or Secretary of Island Grove Residents Association and duly filed or recorded shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Approval Committee as a permanent record.

D. Proceeding with Work. Upon receipt of approval from the Approval Committee or upon the lapse of thirty (30) days without action as provided in Paragraph C of this Section 2.03 the owner of the Residence Lot shall, as soon as practicable, commence and diligently proceed with the construction, refinishing, alterations and excavations set forth in the documents accompanying his application for approval.

E. Failure to Complete Work. In the event that the construction, reconstruction, refinishing, or alteration of any improvement is not completed within a reasonable time, or having been completed does not comply with the approval therefor given by the Approval Committee, the Approval Committee shall report the matter to the Board of Trustees of the Island Grove Residents Association, and the Board after hearing may direct the owner to remedy the non-compliance or remove the improvement. If the owner does not comply with the order of the Board within the period set forth in the order, the Board may either remove the non-complying improvement or remedy the non-compliance and the owner shall reimburse the Island Grove Residence Association, upon demand, for all expenses incurred in connection therewith.

Section 2.04 Community Areas: Permitted Uses, Construction and Alteration of Improvements. The Declarant intends to convey the Community Areas and the facilities thereof and thereon to the Island Grove Residents Association, and shall so convey the same on or before (a) the expiration of three (3) years after the date of the execution of the first Purchase and Sale Agreement by which a Residence Lot is sold by the Declarant, or (b) the date on which thirty (30) percent of the Residence Lots have been sold (by entry of Purchase and Sale Agreement whether or not the closing or settlement thereunder has then been completed), whichever of said (a) or (b) shall first occur. Community Areas shall be used for recreational purposes and to enhance the enjoyment by the owners of the natural environment of Island Grove. No improvement, excavation or work which in any way alters any of the Community Area from its natural or existing state on the date such area was conveyed to the Island Grove Residents Association shall be made or done except within the restrictions and limitations of this Section 2.04.

A. Limitation on Construction. No person other than the Island Grove Residents Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any road or improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Community Area. The Island Grove Residents Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings and to construct, reconstruct, refinish, alter and maintain any recreational facility or other improvement on any portion of the Community Areas.

B. Declarant's Plans and Specifications.

The Declarant shall from time to time file with the Approval Committee such plans and specifications as the Declarant may have for the purpose of maintaining a permanent record of improvements constructed on any portion of the Community Areas.

Section 2.05 Vehicular Access Areas. Permitted Uses and Restrictions. The fee title to all portions of the Vehicular Access Areas shall remain in the Declarant until (a) the expiration of three (3) years after the date of the execution of the first Purchase and Sale Agreement by which a Residence Lot is sold by the Declarant, or (b) the date on which thirty (30) percent of the Residence Lots have been sold (by entry of Purchase and Sale Agreement whether or not the closing or settlement thereunder has then been completed), whichever of said (a) or (b) shall first occur, and thereupon the Declarant shall convey the same to the Island Grove Residents Association. Said streets and ways shall in any event and at all times be subject to a permanent easement for the benefit of all owners of Residence Lots, in common with other lawfully entitled thereto, to use the same for all purposes for which streets and ways are now or may hereafter customarily be used in said Edgartown. During any periods of time in which the Declarant or Island Grove Residents Association shall own said streets, all maintenance, repair and improvement thereof (including snow removal) shall be done by Island Grove Residents Association and the cost thereof shall be included in the expenses of Island Grove Residents Association subject to assessment pursuant to Section 5.02.

ARTICLE III
APPROVAL COMMITTEE

Section 3.01
Removal of Members.
as follows:

Organization, Power of Appointment and
There shall be an Approval Committee, organized

A. Committee Composition. The Approval Committee shall consist of three members. None of such members shall be required to be an Architect or to meet any other particular qualifications for membership.

B. Initial Members. The following persons are hereby designated as the initial members of the Approval Committee:

C. Terms of Office. The terms of office of the initial members of the Approval Committee shall expire (a) December 31 in 1977, 1978 and 1979, respectively, determined by lot among them, or (b) the date on which thirty (30) percent of the Residence Lots have been sold (by entry of Purchase and Sale Agreement, whether or not the closing or settlement thereunder has then been completed), whichever of said (a) or (b) shall first occur. After the expiration of such initial terms, the terms of the Approval Committee members first appointed thereafter shall be for such periods of three (3) years or less, as specified by the Board of Trustees, so that such terms shall expire on December 31 in three (3) successive years. Thereafter the term of each Approval Committee member appointed shall be for a period of three (3) years and until his successor shall have been appointed. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

D. Appointment and Removal. The right to appoint and remove all members of the Approval Committee shall be vested solely in the Board of Trustees acting on behalf of the Island Grove Residents Association, provided, however, that no member may be removed from the Approval Committee except by the vote or written consent of four-fifths of all of the members of the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recordation and filing of a certificate signed by the Secretary of Island Grove Residents Association identifying the new member appointed to the Approval Committee and the member whose membership on the Approval Committee has terminated.

E. Resignations. Any member of the Approval Committee may at any time resign from the Approval Committee by giving written notice thereof to the Board.

Section 3.02 Duties.

It shall be the duty of the Approval Committee to consider and act upon any and all applications for construction of improvements submitted to it pursuant to Section 2.03 hereof, to inspect newly completed improvements, to adopt Approval Committee rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by the provisions of this Declaration.

Section 3.03 Meetings and Compensations.

The Approval Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two regular members, at a meeting or otherwise shall constitute the act of the Approval Committee unless the unanimous decision of the Approval Committee is specifically required by any provision of this Declaration. The Approval Committee shall keep

and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Approval Committee shall be entitled to reimbursement from Island Grove Residents Association for all reasonable expenses incurred by them in the performance of any Approval Committee functions, but shall not be entitled to compensation unless specifically authorized by the Board.

Section 3.04 Approval Committee Rules.

The Approval Committee may, from time to time, adopt, amend and repeal by unanimous vote rules and regulations to be known as "Approval Committee Rules".

Section 3.05 Approval Committee Certificate.

Within thirty (30) days after written demand is delivered to the Approval Committee by any owner of a Residence Lot, the Approval Committee shall deliver to the owner a certificate in recordable form executed by one of its members, certifying (with respect to such Residence Lot) that as of the date thereof either (A) all improvements made and other work done upon or within said Residence Lot complies with the provisions of this Declaration and plans and specifications approved thereunder; or (B) such improvements or work do not comply, in which event the certificate shall also identify the noncomplying improvements or work and set forth with particularity the nature of such non-compliance. All persons shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between Island Grove Residents Association, the Declarant, and all Owners of Residence Lots, and those claiming or deriving any interest by, through or under them.

Section 3.06 Liability.

Neither the Approval Committee nor any member thereof shall be liable to Island Grove Residents Association, any owner of a Residence Lot, or to any other party, for any damage or loss suffered or claimed on account of (A) the approval or disapproval of any plans, drawings or specifications; (B) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (C) the development of any property within Island Grove; or (D) the execution, recording or filing of a certificate pursuant to Section 3.05 hereof, whether or not the facts therein are correct.

ARTICLE IV
ISLAND GROVE RESIDENTS ASSOCIATION

Section 4.01 Organization.

The Association. Island Grove Residents Association (hereinafter called the Association) is a non-profit Massachusetts corporation, organized under provisions of Chapter 180 of the Massachusetts General Laws, charged with the duties and invested with the powers prescribed by law and set forth in the Articles (Exhibit A), By-Laws (Exhibit B), and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the provisions of this Declaration. The terms of office of the initial members of the Board of Trustees of the Association shall not in any event extend beyond (a) the expiration of three (3) years after the date of the execution of the first Purchase and Sale Agreement by which a Residence Lot is sold by the Declarant, or (b) the date on which thirty (30) percent of the Residence Lots have been sold (by entry of Purchase and Sale Agreement whether or not the closing or settlement thereunder has then been completed), whichever of said (a) or (b) shall first occur.

Section 4.02 Membership.

Qualifications, Rights and Duties. The owner or owners from time to time of each Residence Lot shall be members of the Association, and one Membership shall be appurtenant to each Residence Lot. The qualifications of such Membership and the rights, duties, privileges and liabilities of members shall be as set forth in this Declaration and in the By-Laws of the Association.

Section 4.03 Voting.

A. Each Membership (i.e., each Residence Lot) shall be entitled to one vote, regardless of the number of owners of such Residence Lot and regardless of the number of Residence Lots which may be owned by the same person or persons; provided, however, that:

1. Each Membership shall be held and exercised as a unit and shall not be divided among several owners of any Residence Lot. To that end, whenever any Residence Lot is owned of record by more than one person, the several owners of such Residence Lot shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Residence Lot hereunder, and (b) notify the Secretary of the Association of such designation by a notice in writing signed by all of the record owners of such parcel. Any such designation shall take effect upon receipt by the Secretary and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Secretary may designate any one such owner for such purpose; and

2. From and after (a) the expiration of three (3) years after the date of the execution of the first Purchase and Sale Agreement by which a Residence Lot is sold by the Declarant, or (b) the date on which thirty (30) percent of the Residence Lots

have been sold (by entry of Purchase and Sale Agreement whether or not the closing or settlement thereunder has then been completed), whichever of said (a) or (b) shall first occur, the voting power of the Declarant, regardless of how many Residence Lots the Declarant then and thereafter owns, shall be limited to a number of votes which is no greater than one (1) less than the number of votes to which owners of Residence Lots other than the Declarant are then and thereafter, from time to time entitled; but nothing herein shall be deemed to grant to or confer upon the Declarant any voting power in excess of that to which Residence Lots owned by the Declarant are entitled.

Section 4.40 Duties of the Corporation.

The Association shall have the obligation, subject to and in accordance with the provisions of this Declaration, the Articles and the By-Laws to perform the following duties for the benefit of the owners of Residence Lots.

A. Operation of Community and Vehicular Access Areas. To operate and maintain or provide for the operation and maintenance of all Community Areas and the facilities thereof and thereon and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair; and to maintain the streets and ways until such time as they are accepted by the Town of Edgartown.

B. Payment of Taxes. To pay all real property taxes and assessments levied upon any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association.

C. Public Service. To contract for or provide (to the extent adequate services are not provided by a public authority) such buildings and grounds maintenance, snowplowing, service and other services and facilities of a public or quasi-public nature as may be deemed necessary or desirable for the effectuation of the purposes of this Declaration. In connection with the provisions of such facilities and services, the Association may contract with or delegate its duties to any public authority, governmental body or private corporation or entity organized for such purposes.

D. Insurance. To obtain and maintain in force such insurance as the Board shall deem necessary to protect the Association from loss by reason of fire or other casualty and from liability for personal injury and property damage and to obtain and maintain such fidelity and other bonds as the Board shall deem appropriate to protect the Association.

E. Other. To carry out the duties of the Association as set forth in this Declaration, the Articles and the By-Laws.

Section 4.05 Powers and Authority of the Association.

The Association shall have all of the powers of a non-profit corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws of this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing provisions, the Association shall have the power and authority at any time:

A. Assessments. To levy assessments on the owners of Residence Lots, and to receive and collect payment of such assessments, in accordance with the provisions of Article V hereof.

B. Easements and Rights-of-Way. To grant easements and rights-of-way, and such fee titles as may be required by governmental agencies or utility companies, for the purpose of constructing, erecting, operating or maintaining (1) the streets and ways comprised in the Vehicular Access Areas, and (2) pipes, lines, cables, conduits and other facilities for the provisions of water, electric, telephone, drainage, sewage disposal and other utility services in, on, under and through the Community Areas and the Vehicular Access Areas.

C. Employment of Agents. To employ a manager and such other employees as are necessary to carry out the responsibilities and duties of the Association.

Section 4.06 The Island Grove Rules.

A. Rulemaking Power. Subject to the provisions of this Declaration, the Board may from time to time adopt, amend and repeal rules and regulations to be known as "Island Grove Rules", governing, among other things, use of any Community Areas and Vehicular Access Areas under the jurisdiction of the Association. Said rules may restrict and govern the use of the Community Areas and Vehicular Access Areas. Said rules may also include parking restriction and limitation, limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to enter or use such Vehicular Access Areas and/or Community Areas, and restrictions on the

maintenance or landscaping or other improvements on any Residence Lot which may obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic.

B. New Recordation of Rules. A copy of the Island Grove Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Residence Lot owner and may, but need not be recorded or filed. Upon such mailing, other delivery or recordation and filing, said Island Grove Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 4.07 Liability of Board Members and Manager.

No member of the Board, the manager, or other employee of the Association shall be personally liable to any Residence Lot owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the manager or any other representatives or employees of the Association or the Approval Committee.

ARTICLE V
FUNDS AND ASSESSMENTS

Section 5.01 Operating Fund.

The Board shall establish an operating fund for the Association into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration, the Articles and the By-Laws.

Section 5.02. Operation and Maintenance Assessments.

A. Regular Assessments. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall prepare and adopt a budget for the Association reflecting the estimate of the expenses to be incurred by the Association during such fiscal year in performing its functions under this Declaration, the Articles and the By-Laws. The estimate of expenses so determined shall be divided by the total number of Residence Lots (including those, if any, which may then be owned by Declarant) and the resulting amount shall be assessed as of the first day of each fiscal year to the owners of each Residence Lot (including the Declarant)..

B. Special Assessments. If, at any time during any fiscal year, the regular assessment proves inadequate for any reason, including nonpayment of any Residence Lot owner's share thereof, the Board may levy a special assessment as of such date as

it may determine in the amount of such actual or esimated inadequacy, which amount shall be assessed to the owners of all Residence Lots (including the Declarant).

C. Limitation on Regular and Special Assessments. The aggregate amount of all regular and special assessments levied for any fiscal year shall not, without first complying with the provisions of the following paragraph D, exceed the sum of the following:

1. Sixty (60) Dollars per lot, as such figure may be adjusted upward by the Board in direct proportion to any increase in the cost of living index measured from January 1977 to the January immediately preceding the start of the fiscal year involved.

2. The aggregate amount of all extraordinary assessments theretofore approved from time to time pursuant to the provisions of the following paragraph D and which approvals have not by their term expired.

D. Approval of Extraordinary Assessments. If, for any fiscal year, the aggregate amount of all regular and special assessments levied by the Board for that fiscal year equals the sum determined pursuant to the foregoing paragraph C, no regular or special assessment which exceeds that sum shall thereafter be levied by the Board for that fiscal year unless the Association has approved such an assessment by the vote or written consent of owners of Residence Lots owning not less than seventy-five percent (75%) of the Residence Lots. Such approval shall set forth the dollar amount by which the assessment may exceed the sum determined pursuant to the foregoing paragraph C, and may, by its terms, be limited to a specified fiscal year or years.

E. Payment of Assessments. All regular assessments shall be due and payable to the Association by the assessed owners (including the Declarant) on or before March 1 in each year unless otherwise authorized by the Board, and all special assessments shall be due and payable within thirty (30) days after the date of assessment unless otherwise authorized by the Board.

F. Obligations of Declarant and Owners. All owners of Residence Lots (including the Declarant) shall be liable for all assessments levied upon them pursuant to this Declaration, the Articles and the By-Laws for so long as such owners (including the Declarant) own such Residence Lot, regardless of the use or non-use by such owners of the Community Areas. Upon the filing or recording of a deed conveying title to a Residence Lot to a new owner, the conveying owner (including the Declarant) shall not be liable for any assessments levied with respect to such Residence Lot after the date

of such filing or recording; provided, however, that the recording or filing of a deed shall not relieve a conveying owner (including the Declarant) of the obligation to pay assessments levied with respect to such Residence Lot prior to the date of such conveyance.

Section 5.03 Reimbursement Assessment.

The Board shall levy a reimbursement assessment against any owner of a Residence Lot (including the Declarant) where, as a result of that owner's failure to comply with the provisions of this Declaration, the Articles, the By-Laws, the Island Grove Rules or the Approval Committee Rules, monies were expended by the Association to cure the non-compliance. Such an assessment shall be limited to the amount so expended, and shall be due and payable to the Association when levied. Assessments levied under this Section shall not be subject to the provisions of paragraphs C or D of Section 5.02 hereof.

Section 5.04 Enforcement of Assessments.

Each assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the owner or owners against whom the same is assessed (including the Declarant). In the event of a delinquency in payment of any such assessment, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation, by an action at law commenced and maintained in the name of the Association in any court of competent jurisdiction.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment and Duration.

A. Amendment or Repeal. Except as otherwise herein expressly provided, this Declaration may be amended or repealed at any time by:

1. A vote adopting, or written consent to the proposed amendment or repeal, by (a) a three-fifths majority of the Board and (b) a three-fourths majority of the owners of Residence Lots; provided that any amendment of Section 5.02 C shall require the unanimous vote or consent of owners of the Residence Lots. Such amendment or repeal shall not be effective until there has been filed and recorded a certificate signed by the Secretary or Assistant Secretary of the Association setting forth the amendment or repeal and the facts relating to its adoption by the Board and the Residence Lot owners.

B. Duration of Restrictions. Subject to the provisions of paragraph A of Section 6.01 hereof, the restrictions set forth in this Declaration shall continue and remain in full force and effect in all events until December 31, 2006, and may thereafter be extended and continued in full force and effect for further periods of twenty (20) years each in the manner provided in Massachusetts General Laws Chapter 184, Section 28, as it may be amended from time to time.

Section 6.02 Enforcement and Non-Waiver.

A. Right of Enforcement. The restrictions set forth in this Declaration are for the benefit of all the land contained in Island Grove and shall run with the land. Except as otherwise provided herein, any owner of any Residence Lot, the Declarant or the Association (irrespective of whether the Declarant or the Association then owns any of the Residence Lots) shall have the right to enforce any or all of the provisions of this Declaration, including without limitation, the restrictions herein set forth.

B. Violation of Law. Any violation of any applicable local, state or federal law or governmental regulation pertaining to the ownership, occupation or use of any property within Island Grove is hereby declared to be a violation of this Declaration and of the restrictions herein set forth and subject to any or all of the enforcement procedures set forth in the Declaration.

Section 6.03 Delivery of Notices and Documents.

Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, certified or registered mail, all charges prepaid, return receipt requested, addressed as follows:

If to the Association, at Post Office Box 557, Edgartown, Massachusetts;

If to the Approval Committee, at Post Office Box 557, Edgartown, Massachusetts; if to an owner of a Residence Lot, at the address provided by such owner in writing to the Association, or if no address is so provided, to the address of such owner's Residence Lot; and if to the Declarant, at Main Street, Barnstable, Massachusetts; provided however, that any such address may be changed at any time by the party concerned by so delivering or mailing a written notice of change of address to the Association.

Plural. Section 6.04

Construction and Severability: Singular and

A. Provisions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under seal as of the day and year first above written.


PETER G. SHEAFFER

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

March 31, 1977

Then personally appeared the above-named Peter G. Sheaffer and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public
My Commission expires

Edward C. Mendler, Jr.
NOTARY PUBLIC
My Commission
Expires Nov. 14, 1980

REGISTERED LAND.

9859
9856

Dukes Registry District
May 27, 1977

RECEIVED FOR REGISTRATION
.....O'CLOCK..00..m.....7.....M
NOTED ON CERTIFICATE NO...4128
IN REGISTRATION BOOK. PAGE 207

*
cut 7/4/93
Ed 21, Pg 495

Nutter, McClennen & Fish
Counsellors at Law
75 Federal St., Boston, Mass. 02110