

Declaration of Covenants, Conditions, Reservations, Easements, Restriction and Charges

Section One:

Dodgers Hole Corp., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as Declarant, is the owner of all that certain real property know as Dodgers Hole Subdivision situated in Edgartown, in the County of Dukes, Commonwealth of Massachusetts, said premises being more particularly described in a Deed to Dodgers Hole Corp. recorded with Dukes County Registry District, Certificate of Title Number 4424, Registration Book 23, page 297.

Section Two:

The following declaration is executed to effectuate the desire of the Declarant to impose on the real property described above mutual beneficial restrictions, covenants, conditions, reservations, easements and charges hereinafter set forth, all for the purpose of ensuring the use of the property for attractive residential purposes only, thereby securing to each grantee the full benefit and enjoyment of his or her property. Said covenants, restrictions, reservations, conditions, easements and charges are to inure to the benefit of and run with each and every lot contained in said subdivision and shall be binding upon the Declarant, its successors or assigns, and all subsequent owners of all or any part of the real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

Section Three:

1. The Declarant shall execute and enforce the covenants, reservations, easements, conditions, restrictions and charges, and perform those duties and responsibilities as are set forth herein until such time as hereinafter provided.
2. The Declarant shall, within three years from the date of the first sale or when thirty (30) percent of the lots are sold, whichever occurs first, form an incorporated or unincorporated association (hereinafter referred to as the "Association"), of which all owners of lots in the Subdivision shall be members, so long as they shall own any such lot, and Declarant shall grant, convey, transfer and assign to the Association, by an appropriate instrument or instruments duly recorded at the Dukes County Registry District, all right, title and interest in any common areas. *(Amended and recorded 8/10/78)*
3. Once so established, the Association shall execute and enforce the agreements, covenants, reservations, easements, charges and restrictions and perform those duties and responsibilities as are set forth herein and all rights, powers, reservations, and duties of the Declarant (except such as it may have as owner of a building lot or lots) shall terminate and thereafter such to be exercised solely by the said Association.
4. The grantee of each lot shall be subject to an annual charge to be assessed by said Association, upon conveyance by Declarant to said Association pursuant to Section Three, Paragraph Two (Section Three, 2.). The annual charges shall be established and applied by the Association for purposes that it deems appropriate. *(Amended and recorded 8/10/78)*

Section Four:

1. No structure, whether a residential dwelling, accessory building, tennis court, swimming pool, fence or other improvement shall be constructed upon any lot, nor shall any renovations or alteration to the exterior of a structure be made unless complete plans, specifications and site plans therefore shall have been submitted to and approved in writing by the Declarant and a copy of such plans, specifications, and with plan as finally approved, deposited with the Declarant. Such approval shall include, but shall not be limited to, architectural style and design location on the lot, engineering considerations, proposed grading and the quality, type and color of proposed exterior materials. It is the intent of this provision that the structure shall be in good taste, shall be in harmony with the quality of nearby structures, and shall fit the site properly. The decision of the Declarant shall be final and binding upon all parties; however, such approval shall not be unreasonably withheld.
2. No building or structure shall be erected or placed on any lot other than a one single family dwelling with, if desired, one attached or detached garage for the use of not more than two (2) automobiles and such other accessory

structures such as green houses, pools and fences as are customary in residential areas of a like kind in the Town of Edgartown, but specifically excepting any and all temporary structures erected by the Declarant for the purposes of the development of Dodgers Hole Subdivision.

3. No structure or movable trailer, camper or shelter of any kind, other than a completed and substantially completed dwelling house conforming in all respects with the requirements of these restrictions, shall be used even temporarily as a place of habitation, but specifically excepting any and all temporary structures erected by the Declarant for the purposes of the development of Dodgers Hole Subdivision.

4. Construction shall proceed diligently to completion but in any event shall be substantially completed on or before one (1) year next following the date on which ground is broken. All construction prior to occupancy permit, cannot be done on Sunday. No loud or noisy construction work shall be commenced before 8:00 a.m. or continue after 5:00 p.m. During construction all materials shall be kept piled and collected neatly on the site and no debris shall be allowed to accumulate. No house is to be occupied until the exterior of the building is complete and the interior of the building is substantially complete. In the event that any substantially completed dwelling house is occupied, the same must be entirely completed within thirty (30) days of the commencement of such occupancy.

5. No dwelling or other structure shall be used for conducting any trade or business of any nature whatsoever except that a resident physician, dentist, lawyer or other legally recognized professional person, may maintain therein an office for his professional use and may display a small professional nameplate subject to the approval of the Declarant.

6. Not more than one sign shall be erected on any lot, which sign shall not exceed one (1) square foot and which may be used to indicate the owners name and title or which may be indicate that the premises are for sale or for rent.

7. Each completed lot shall provide for off-street parking of not less than three (3) vehicles.

8. The structure and grounds on each lot shall be maintained in a neat and attractive manner, free of dead trees, dead shrubs and dead plants, trash, debris and garbage. In the event a lot owner fails to so maintain the structure and grounds, the Declarant may, at its option, and after giving thirty (30) days notice to such owner by registered mail sent to the lot owner's last known address, enter upon said property and remove dead trees, dead shrubs, and dead plants, trash, debris and garbage, and if the owner fails to maintain the exterior of any structures in good repair and appearance, the Declarant may, after six (6) months written notice sent in the manner and to the address of the owner as aforesaid, enter upon said property as often as it is necessary in its sole discretion to make repairs and improve the appearance in a reasonable and workmanlike manner, all of the foregoing without being guilty of trespass.

The grantee shall reimburse the Declarant for the cost of any work as above required, and, to secure the payment of same, the Declarant shall have a lien upon such building lot enforceable as hereinafter provided in Section Seven.

9. Unless first expressly approved in writing by the Declarant, no grantee, his heirs, successors and assigns, his or her agent, servants, tenants or other person or persons for whom the grantee has a legal responsibility, may:

A. Subdivide any building lot so as to create two or more lots, but this provision shall not prevent the conveyance of a portion or the whole of any lot to the adjoining owner. Two or more lots may be combined into a single building lot, but only for one dwelling and appurtenances thereto as herein before provided. In the event two or more lots are used as a single building lot, said lots shall be treated as one lot for the purpose of these restrictions *including* the annual assessment as provided in Paragraph 4 of Section Three, *if the lot(s) are recorded as unbuildable on the records of the Town of Edgartown. (amendments noted in italics voted upon at the annual meeting 8/20/1988)*

B. Excavate stone, gravel, sand, earth or other fill of any description whatsoever from any lot except for the purpose of building those structures as referenced in Paragraph 1, Section Four, or such as is reasonably necessary for the care or maintenance of a lot, including utilities or subsurface disposal systems.

C. Store business trucks or equipment in a garage or other improved structure. Campers, and the like shall not be parked on any lot unless said items are not visible from the street or are in a garage or other approved structures: provided, however, that such items may be parked within sight of the roadways if said parking is for temporary purposes only but, in any event, not longer than forty-eight (48) hours. Boats and boat trailers are allowed. No more than one (1) boat and one (1) boat trailer, not to exceed twenty-four (24) feet in length, and it is an operable boat and an operable boat trailer, not in disrepair, and is used annually. Place, maintain or store building materials of any kind on a building lot unless such materials are on a lot pursuant to construction approved by the Declarant.

- D. Place, maintain or store any commercial vehicle, unregistered motor vehicle of any type, motorcycle or other two or three wheel motor vehicles of any description on any lot overnight unless parked in a garage or other approved structure.
- E. Place any exterior clothes drying facilities on any building or building lot so as to be visible from the roadway or adjacent lots.
- F. Place any garbage or other refuse containers on any building lot unless enclosed and placed in such a manner so as not to be visible from the roadways or adjacent lots.
- G. Place or erect any radio or television towers or other appurtenant structures upon any building or building lot, nor erect any antenna device exceeding a height of six (6) feet, *nor erect any dish antenna of any kind.*
- H. Keep, maintain or raise on any lot any cows, hogs, goats or similar animal or animals other than domesticated house pets (dogs and cats); nor shall any chicken yard or similar facility be placed or maintained thereon. Horses may be kept, maintained or raised on any lot provided that the Declarant has given written approval of same and provided that any conditions established by the Declarant in such written approval or established thereafter are met.
- I. Locate, maintain or repair any cesspools or sewerage disposal systems not in conformity with the By-laws of the Town of Edgartown, as the same may be amended from time to time.
- J. Install or maintain exterior lighting of such intensity that the same unreasonably disturbs any of the residents of Dodgers Hole Subdivision.
- K. Permit any bulldozer or other tracked or clefted vehicle or crawler to travel or unload on any paved way.

Section Five:

- 1. The Declarant reserves unto itself the right to easements over any lot for any and all purposes relating to the development of Dodgers Hole Subdivision, including, but not limited to, the following:
 - A. Service boxes, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and for the necessary attachments in connection therewith.
 - B. Storm water drains, water and gas mains and pipes, and hydrants.
 - C. Any other method of conducting and performing any public or quasi public utility or function over, on or beneath the surface of the grounds.
- 2. The Declarant reserves unto itself the right to grant easements in, on or over the private roadways and lots of the Subdivision when necessary for or incidental to the development of Dodgers Hole Subdivision.
- 3. The Declarant shall maintain the private roadways of said Subdivision and shall have the right to make any and all repairs to such roadways as are deemed necessary and beneficial.

Section Six:

The Declarant reserves the right to modify, amend or revoke, in whole or in part, any provision of this Declaration by a written instrument executed by the Declarant and duly recorded with the Dukes County Registry District.

Section Seven:

- 1. The liens referenced in Sections Three and Four above may be enforced by the Declarant in case of non-payment when due, by sale of the premises subject thereto, in the manner provided by law for the foreclosure of mortgages containing a power of sale, provided that the notice of the commencement of such proceedings or an affidavit of such sale, is filed in the Dukes County Registry District with two (2) years of the date on which payment is due. The Declarant shall, upon written request, issue a certification setting forth the current status of any liens referenced in Sections Three and Four on any lot and such certificate shall, when recorded, be binding upon the Declarant of the date of such certificate.
- 2. The liens provided for herein shall be subordinate to the lien of any mortgage given by the owner of any such building lot to any bank or other lending institution; provided, however, that any such mortgage then in possession and any purchaser at any foreclosure sale and all persons claiming under them shall hold such property subject to the obligations and liens set forth in Sections Three and Four.

3. All notices and requests directed to the Declarant shall be addressed to 20 Ashburton Place, Boston, Massachusetts 02108, or to such other address as may hereinafter be designated by the Declarant and notices directed to a lot owner shall be addressed to the lot or to any address designated by such lot owner in writing.
4. If any easements, covenant, restriction, agreement or charge herein contained shall be held invalid by any court of proper jurisdiction, such invalidity shall in no way affect any other easements, covenant, restriction, agreement or charge herein contained.
5. Nothing in these restrictions shall operate in any way to restrict the Declarant or any person, firm or corporation, while acting on behalf of the Declarant in its real estate business during the course of the development of Dodgers Hole.
6. A certificate signed by the Declarant relating to compliance with the covenants, restrictions, agreements and charges as required by the Declaration shall be conclusive evidence against all persons of the truth of the facts therein stated.
7. The term "Declarant" shall mean, where appropriate, the Declarant or the Association or their respective successors or assigns. Where appropriate, references in the singular shall mean in the plural and references to the male gender shall, where appropriate, mean the female gender.
8. Unless expressly qualified herein, the term "grantee" shall mean a lot owner or land owner, his or her heirs, successors and assigns and/or his or her agent, servants, tenants or other person or persons for whom the grantee has a legal responsibility.
9. No provision in this Declaration is intended to be in violation or derogation of any town by-law or ordinance or state statute or law. In the event of a conflict, the law shall prevail. In the event of any alleged ambiguity involving the provisions of this Declaration, the more restrictive interpretation shall be applicable.
10. The Declarant reserves to itself, its successors and assigns the right to waive any of the restrictions herein contained and shall be the sole judge as to the propriety of said waiver, but any such waiver must be in writing and acknowledged by the Declarant.

The within Declaration shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts as a sealed instrument.

In witness whereof, the Declarant, Dodgers Hole Corp., has executed the within instrument and has caused its corporate seal to be affixed hereto on this 23rd day of June, 1978.

Dodgers Hole Corp
By
Carl J. Young, Pres. and Treas.

For authority see Corporate Vote
recorded in _____
Dukes County Registry District.

Commonwealth of Massachusetts

Suffolk, SS

June 23, 1978

Then personally appeared the above-named Carl J Young, president and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Dodgers Hole Corp., before me,

Notary Public