

DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT FOR DORMANT ACCESS EASEMENT

This Declaration of Restrictive Covenants (the "Declaration") is made on this ____ day of June, 2018 by and between Boston Equity RE LLC a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, with an address of P.O. Box 520370, Salt Lake City, UT 84152 (the "Owner") and the Town of Edgartown, acting by and through its Planning Board, of Edgartown, Massachusetts (the "Town").

WHEREAS, the Owner is the owner of certain land located in Edgartown, County of Dukes County, Commonwealth of Massachusetts, as shown on a "Plan of Land in Edgartown, Mass. Prepared For Boston Equity RE LLC Scale 1" = 100' May 23, 2018, Schofield, Barbini & Hoehn Inc. Land Surveying Civil Engineering 12 Surveyor's Lane Box 339 Vineyard Haven, Mass. 508-693-2781 www.sbhinc.net MV9969", with said plan being filed herewith at the Dukes County Registry of Deeds (the "Plan"); and

WHEREAS, the Owner is desirous of protecting for all owners of the Property the privacy, natural resources and scenic beauty of the Property by limiting to five (5) the maximum number lots existing at the Property; and

WHEREAS, there are other restrictions and conditions upon which the Town and the Owner have agreed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the Town hereby covenant and agree as follows:

1. **Prohibition Against Further Subdivision** The Property shall not be further divided or subdivided; provided, however, that nothing herein shall prohibit recording of plans to make adjustments to the lot lines or boundaries of lots within the Property or with abutting parcels, such lot line changes shall not increase the number of buildable lots within the Property that are then held in separate ownership beyond five (5).
2. **Landscaping Buffer** The Owner shall establish "Landscaped No Build Zone" on all lots as shown on the Plan. Within said "Landscaped No Build Zone" there shall be no cutting of trees or brushcutting of areas other than one path 3' wide running through the property. Evergreen cedar varieties and

other native trees and vegetation may be added to the "Landscaped No Build Zone" if so desired.

3. **Common Driveway** The Owner shall include in all deeds for the lots an easement for a common driveway where the common driveway crosses said lots as shown on the Plan.
4. **Dormant Access Easement**. The Owner hereby grants a 5' wide dormant access easement for non-vehicular access only along and across Lots 1, 2 and 3 to be provided for alternative future access to Old Meshacket Road where it runs along the common boundary line with the Island Grove subdivision. The Owner hereby declares that in the event that the Town of Edgartown obtains easements from all adjacent land owners of lots abutting Old Meshacket Road as part of the creation of a longer trail that creates a continuous trail that will allow travel along the easement to be continuous and allow access at both ends of the trail to a public way. At least six (6) months prior to the initiation of any improvements the Town of Edgartown shall notify the Owner or the then owner of record of Lots 1, 2 and 3 that the town has received all required easements from adjacent landowners. The Town of Edgartown agrees to defend, indemnify and save the Owner, its heirs, devisees, legal representatives, successors and assigns harmless from any and all liability, loss, injury, claim or damage to or of any persons or property for any persons using Old Meshacket Road, unless caused by the fault or negligence of the Owner, its heirs, devisees, legal representatives, successors and assigns.
5. **Recordation/Registration** The Owner shall record this Declaration of Restrictive Covenants with the Dukes County Registry of Deeds simultaneously with the filing of the Plan with the Dukes County Registry of Deeds.
6. **Duration** The restrictive covenant set forth in this Declaration shall be permanent and perpetual. In the event that a court of competent jurisdiction determines that the restrictive covenant contained herein is enforceable for a period of time other than permanently and perpetually, then such restriction shall be binding upon the parties hereto for a term of three hundred (300) years beginning on the date of the recording of this instrument and shall remain in full force and effect in accordance with the provisions of Mass. General Laws c. 184, §26 and §27, as they may be amended from time to time, or as provided in similar successor provisions, including those provisions permitting the extension of the period of enforceability of said restriction by the recording of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions. The Town is hereby appointed the Owners' attorney-in-fact for

the sole purpose of recording or re-recording such extensions in order to insure the continuation of the restrictions contained herein in accordance with Mass. General Laws c. 184, §26 and §27, as amended, or similar successor provisions.

7. **Benefit and Burden; Enforcement** The provisions contained herein shall run with the Property and shall be for the benefit of and burden the Property and the owners thereof and their heirs, devisees, legal representatives, successors and assigns. The restrictive covenants contained herein shall inure to the benefit of the Town and the Town may withhold approval or endorsement of subdivision plans violating this Declaration, prosecute proceedings at law or in equity against any person violating or attempting to violate the provisions hereof to restrain violation hereof. If a court should grant the Town relief under this paragraph, the court may award the Town its reasonable attorney's fees.

Executed as a sealed instrument on the date first written above.

Boston Equity RE LLC:

By: Meridian Group Investments, Inc., a
corporation organized and existing
under the laws of the State of
Nevada, its Manager

By: _____
Douglas K. Anderson, President of Meridian
Group Investments, Inc.

By: _____
Richard G. Matthews, Treasurer of Meridian
Group Investments, Inc.

STATE OF _____

_____ County, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Douglas K. Anderson, President of Meridian Group Investments, Inc., which is the Manager of Boston Equity RE LLC, proved to me through satisfactory evidence of identification of the principal, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of Meridian Group Investments, Inc., the Manager of Boston Equity RE LLC.

Notary Public
Print Name:
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

STATE OF _____

_____ County, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Richard G. Matthews, Treasurer of Meridian Group Investments, Inc., which is the Manager of Boston Equity RE LLC, proved to me through satisfactory evidence of identification of the principal, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of Meridian Group Investments, Inc., the Manager of Boston Equity RE LLC.

Notary Public
Print Name:
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

Town of Edgartown Planning Board

Sam Sherman, Chairman

Scott W. Morgan

Lucy Morrison

Fred D. Mascolo

Michael McCourt

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which were personal knowledge / driver's license / passport / other: _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires: