

**WALKING MAN CLOSE
DECLARATION OF RESTRICTIVE COVENANTS
AND ROAD MAINTENANCE PROVISIONS**

This Declaration of Restrictive Covenants and Road Maintenance Provisions is made on this _____ day of _____, 202___ (the “**Declaration**”) by Robert M. McCarron, Trustee of The Jean G. Cohen Family Trust dated July 1, 2016, a Trust Certificate thereof being recorded with the Dukes County Registry of Deeds in Book _____, Page _____, (the “**Declarant**”) as owner of certain real property in Edgartown, County of Dukes County, Commonwealth of Massachusetts and being more particularly described on Exhibit “A”, attached hereto (the “**Premises**”) which property has been subdivided into fifteen (15) vacant lots and two (2) improved lots (respectively, a “**Lot**” and collectively the “**Lots**”), and includes a common right of way known as “Walking Man Close”, all of which are shown on a plan entitled “Plan of Land in Edgartown, Mass. Surveyed for The Jean G Cohen Family Trust _____ 202___ Scale 1” = 80” by Vineyard Land Survey & Engineering which plan is recorded with the Dukes County Registry of Deeds in Plan Book _____, Page _____ (the “**Plan**”).

The Declarant hereby DECLARES, PROVIDES AND COVENANTS and agrees to impose and burden this Declaration of Restrictive Covenants and Road Maintenance Provisions upon all of the property shown on the Plan for the mutual benefit, privacy and enjoyment of the Lots and the owners of each Lot (each an “**Owner**” and collectively the “**Owners**”) and for the purpose of managing, maintaining and improving the way designated as “Right of Way” on the Plan (the “**Road**” or “**Walking Man Close**”) and the “**Common Facilities**”, which term shall include all wires, cables, conduits, pipes and devices and appurtenances used in connection with the provision of municipal water service, shared septic or sewer service, electricity, cable television service, telephone, internet and other utility and communications services which are used in common with all Lots and not owned by a utility service provider or municipality.

1. PERMITTED USES & RESTRICTIONS

A. No buildings or other structures of any kind shall be erected, placed or allowed to stand on a Lot except a single family residential dwelling as permitted under applicable law and subject to the provisions of Section 3, below, together with accessory buildings and structures, including a guest house on a Market Lot, normally appurtenant or incidental to a residential dwelling situated in Edgartown.

B. No buildings, fences or other structures or improvements of any kind or additions thereto or alterations thereof shall be erected, placed or allowed to stand upon any Lot until the size, plans, specifications and locations thereof shall have been approved in writing by the Association (the “**Association**”) defined in Section 4, below. The construction of any approved structure, once begun, shall be carried forward to completion with reasonable diligence.

C. No trailer, mobile home, camper, temporary building, tent or other structure of any kind on any Lot, shall be used for dwelling purposes, either temporarily or permanently, except that tenting by children shall be permitted once a dwelling has been constructed and occupied on the Lot. If stored on a Lot, such trailer, mobile home, camper, temporary building, tent or other structure shall be reasonable screened from view from the Road and abutting Lots so as not to be unsightly therefrom.

D. Each Lot shall contain at least two (2) off-street parking spaces. Parking of all vehicles, including, without limitation water craft and other motorized and/or non-motorized vehicles, for all uses at a Lot shall be accommodated at each Lot within the boundaries of such Lot. No Lot shall be used for the outdoor storage of unregistered or abandoned motor vehicles or any vehicle body or motor parts.

E. No rubbish, debris, heavy brush of any kind shall be placed or permitted to accumulate upon any Lot, except during approved construction on such Lot. Trash, rubbish and garbage on each Lot shall be kept in covered containers which shall be properly secured to discourage rodent, bird or other animal scavenging.

F. No noxious, dangerous, offensive, or noisy activity of any nature that is reasonably determined by the Association to be an unreasonable annoyance or nuisance to an Owner shall be permitted or maintained on any Lot.

G. No Lot shall be used for any business or commercial purpose of any kind, except for a home office which does not result in client or customer visits to the Lot.

H. No pets or other animals shall be kept or maintained on any Lot of such type or in such number as to be noisome or offensive, and no such pet or other animal shall be allowed to pass onto or enter a Lot of another unless such pet, animal or bird is suitably leashed, caged or otherwise controlled.

I. All Lots shall comply with all terms, provisions and conditions of all permits obtained to approve the Plan, including, without limitation, the Decision of the Martha’s Vineyard Commission dated _____, 2024 and recorded with the Dukes County Registry of Deeds in Book _____, Page _____; and the Decision of the Edgartown Planning Board and Board of Health dated _____, 2024 and recorded with the Dukes County Registry of Deeds in Book _____, Page _____ (the “**Permits**”)

2. THE ROAD

A. The Road:

The fee ownership in the Road is reserved to the Declarant and shall be conveyed to the Association prior to the sale of the last Lot on the Plan. Each Lot on the Plan shall have the appurtenant right and easement to use the Road for all purposes for which streets and ways are used in the Town of Edgartown, subject, however, to the terms and provisions of this Declaration. In addition, Sheriffs Meadow Foundation shall have all rights to the Road as set forth in the deed from the Declarant dated _____, 2024 and recorded with the Dukes County Registry of Deeds in Book _____, Page _____. Sheriffs Meadow Foundation will have no obligation to maintain or financially contribute to the maintenance of the Road. Within the Road, no person, other than the Association shall construct, reconstruct, refinish, or maintain any improvement upon or within the Road, or excavate, fill or change the natural or existing drainage of the Road.

B. Open Space Parcels:

The parcels designated on the Plan as “Parcel B”, “Parcel D”, “Parcel E” and “Parcel F” on the Plan (collectively the “**Open Space Parcels**”) are reserved for components of on-site septic systems, including leaching fields; or, in the alternative are to be conveyed to Sheriff’s Meadow Foundation if and when all lots are connected to the municipal wastewater treatment system.

In the event that the Premises is denied the ability to connect to the municipal wastewater treatment system and on-site septic systems are required, then within the Open Space Parcels neither the Association nor any Lot owner shall destroy or remove any living tree, shrub or other vegetation except i) as may be necessary to construct and maintain any leaching field, tank or other equipment, piping or apparatus necessary for waste water disposal systems to serve the Lots; and ii) if a tree, shrub or other vegetation poses a fire or other hazard as determined by the Association after consultation with Sherriff’s Meadow Foundation.

3. ARCHITECTURAL DESIGN CRITERIA

A. The officers of the Association shall serve as an Architectural Approval Committee (the “AAC”), except that prior to conveyance of the Road to the Association, Robert M. McCarron shall be the sole member of the ACC. The AAC shall review all proposals for Improvements, defined in subparagraph B, below, and issue written determinations, including certificates of approval or denial, pursuant to subparagraph D, below.

B. Any owner of a Lot proposing to erect, place or construct any building, fence or other structure or improvement of any kind or additions thereto or alterations thereof (the “**Improvements**”), except for such maintenance which does not alter the size, color or architectural style of any such building, fence or other structure or improvement, shall first apply to the AAC by delivering to the AAC a written description of the nature of the

proposed Improvements together with such of the following documents and information as are pertinent:

- i. A scaled site plan of the Lot showing the location of existing and proposed Improvements, including driveways and parking locations, and any modifications thereof;
- ii. Scaled Elevations of all proposed Improvements; and
- iii. A description of exterior materials and colors for the proposed Improvements.
- iv. Scaled Floor plans with proposed uses thereof.

C. The AAC shall grant the requested approval if it finds, after consideration of the items set forth above and such other matters contained in or implied by this Declaration and the Permits, that the proposed Improvements are in compliance with this Declaration and the Permits.

F. All approvals for proposed Improvements by the AAC shall be in writing but need not be in recordable form; provided, however that any such application for approval which has not been acted upon within thirty (30) days from the date of submission of a complete application shall be deemed approved and a Certificate to that effect signed by any member of the AAC shall be conclusive evidence of such approval. Upon request and after satisfactory completion of the proposed Improvements, the AAC shall issue a Certificate, in recordable form, that the Improvements on such Lot have been approved pursuant to the Declaration and are in compliance with such approval(s) and the Declaration.

4. ORGANIZATION

A. The Association & Duties, Rights and Obligations

There shall be a neighborhood association, known as the Walking Man Close Association (the "Association") to manage and be governed by the terms and provisions of this Declaration. The Association may elect to form a non-profit corporation under the provisions of Chapter 180 of the Massachusetts General Laws, or any other entity deemed by it to be appropriate, in which event, all rights, obligations and duties shall be assigned to such non-profit entity.

The Association, subject to and in accordance with the provisions of this Declaration, shall have, in addition to those necessary or implied in this Declaration, the following duties, rights and obligations:

- i. To provide for the operation, improvement and maintenance of the Road and all facilities and other improvements thereon;
- ii. To pay all real and personal property taxes and assessments, if any, levied upon the Road, or any improvements thereon;

- iii. To obtain and maintain in full force and effect such insurance as the Association shall deem necessary to protect the Association and the Lot Owners from loss by reason of fire or other casualty and from liability to persons or property;
- iv. To make reasonable rules and regulations for the use, enjoyment and safety of the Road;
- v. To establish fines for violations of the terms and provisions of this Declaration and for violations of any rules and regulations established by the Association;
- vi. To enforce the terms, provisions and obligations created by this Declaration;
- vii. To grant easements and such other rights as may be required by governmental agencies or utility companies for the purpose of constructing, erecting, operating or maintaining the Road and the Common Utilities; and
- viii. To employ a manager and such other employees as are necessary to carry out the responsibilities and duties of the Association.

B. Members/Membership

The members of the Association shall consist of the holders of the fee interest, both legal and equitable, for each Lot and one Membership shall be appurtenant to each Lot. One vote shall be allocated to each Membership. Any Owner of a Lot or representative thereof by written proxy shall be entitled to cast the vote of such Lot. In the case of dispute as to who can cast the vote of a Lot, the holders of the legal and equitable interest in such lot shall determine the person to cast the vote on behalf of such Lot and in the event that such legal and equitable interest holders fail to designate a voting person, then in the sole discretion of the Association, the vote of such Lot shall not be counted in the tally of votes on any given question.

C. Officers

Initially, the Association shall be managed by Robert M. McCarron, as President of the Association. Upon conveyance of the Road to the Association, the Association shall be managed by a board of three Officers; namely, a President, a Treasurer and a Clerk. At least two Officers must be Owners. Actions by the Officers shall require a majority thereof. The Officers may adopt reasonable rules for its conduct and allocate duties to individual Officers.

At the annual meeting of the Association, the Membership shall elect the Officers. Any Officer may resign at any time upon written notice to the other Officers, or a majority of the Membership may remove an Officer. The Officers will not be entitled to compensation for services rendered to the Association, but will be entitled to reimbursement for any reasonable expenses incurred on behalf of the Association with the consent of the Association.

D. Meetings

An annual meeting shall be held at a place, time, and date designated by the Officers, or in default thereof, at 10:00 am on the last Saturday in May within Open Space B. In the discretion of the Officers, participation by a member at any meeting may be held by telephone or video conference or otherwise. A special meeting may be called by the Officers or by any five Memberships, upon reasonable notice to the Membership which notice shall contain the reason for such special meeting. Notice of any meeting of the Association shall be mailed or emailed to the Membership at least fourteen (14) days in advance thereof.

At any meeting of the Association, a majority of the Membership shall constitute a quorum and, unless otherwise provided for herein, a majority of the Membership voting shall decide any question.

E. Budgets

The fiscal year for the Association shall be from July 1 to June 30. Prior to the annual meeting, the Officers shall provide to the Membership, in addition to other matters to be acted upon, a proposed budget for the anticipated expenses for the upcoming fiscal year which shall include, in part and as applicable, the anticipated expense for insurance and the upgrade, repair, replacement, care and maintenance of the Common Easement Area and any improvements thereon, the Common Utilities and the Road. At the annual meeting, the Association shall adopt the Association's budget as it may be amended or supplemented. Each Membership shall be responsible for its allocable share (1/17th) of the amount so budgeted regardless of whether a Lot appurtenant to such Membership is improved or vacant, provided that no amount so budgeted for Common Utilities or the Road, including, without limitation, maintenance, improvement or beautification thereof or the land located within the layout of the Road as shown on the Plan, shall be allocated to Lots 16 and 17 unless they are connected to a Common Utility.

Within 30 days after the adoption of the budget, the President shall send to the Membership a copy of the budget, together with a statement for their allocable share of the amount so budgeted. If, at any time, the budget proves inadequate for any reason, the Officers or any two Memberships may call a special meeting to determine whether to assess a special assessment which amount, upon adoption, shall be assessed to each Lot in the same manner as the annual budget. Collectively, any special assessment and regular assessment shall hereinafter be referred to as the "**Common Assessments**".

F. Collection of Common Assessments

All Common Assessments shall be due and payable within thirty (30) days after the date that the statement has been sent to each Membership. Any Membership that fails to pay its Common Assessment when due shall also be liable for any monies expended by the Association, including reasonable attorneys fees and Court costs, to collect such Common Assessment. All such costs of collection may be collected in the same manner as the Common Assessments. Common Assessments levied hereunder, together with interest thereon and all reasonable costs of collection thereof, including reasonable attorney fees, shall be a continuing lien on the Lot owned by the Membership and shall also be the personal and joint and several obligation of the members to whom the

Common Assessment is made. Any Common Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per year.

The Association, acting by and through and pursuant to a vote of its Officers, may bring an action at law against the Owner(s) personally obligated to pay the Common Assessment, including by recording a notice of the lien as provided for herein and enforcing same against an Owner's Lot in any manner authorized by law.

The lien for the Common Assessments shall be subordinate to any bona fide monetary encumbrance to a third party. Sale or transfer of any Lot pursuant to foreclosure of a mortgage or any proceeding in lieu thereof, shall extinguish the lien on the Lot, but not the obligation of the Owner(s) owning the Lot assessed for such Common Assessments, as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lots or the owners thereof from liability for any Common Assessments thereafter becoming due or from the lien thereof.

Notwithstanding anything contained herein to the contrary, no Common Assessments shall be assessed to or payable by the owners of the Affordable Lot.

5. AMENDMENTS

This Declaration may be amended, in whole or part, in writing signed by the Owners at least a majority of the Lots. No such amendment shall be effective until notice thereof is recorded with the Dukes County Registry of Deeds. No amendment shall be effective as to any Lot where such amendment creates new burdens, restrictions or limitations particular to such Lot, and not generally to all Lots, without the consent by the Owner(s) of the Lot so affected.

6. SEVERABILITY

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

7. MISCELLANEOUS

To the extent that any provision contained in this Declaration is deemed to constitute a restriction subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then such restrictions shall be binding upon the parties hereto for a term of one hundred fifty (150) years beginning on the date of the recording of this Declaration and shall remain in full force and effect 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, including those provisions permitting the extension of the period of enforceability of said restrictions 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.

This Declaration is executed under seal on the date first written above.

Robert M. McCarron, Trustee as
aforesaid

COMMONWEALTH OF MASSACHUSETTS

County of Dukes, ss

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Robert M. McCarron, proved to me through satisfactory evidence of identification which was 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 signed it voluntarily as his free act and deed for its stated purpose.

Notary Public
My Commission Expires:

Exhibit "A"
(Legal Description)