



2008 00000218

Bk: 1140 Pg: 653 Doc: AGR  
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DECLARATION OF COVENANTS  
HABITAT & OPEN SPACE CONSERVATION

WHEREAS the MARTHA'S VINEYARD REGIONAL HIGH SCHOOL DISTRICT, a Massachusetts municipal entity with a principal place of business located at 4 Pine Street, Vineyard Haven, Massachusetts 02568, is the fee simple owner, and the YMCA OF MARTHA'S VINEYARD, a Massachusetts not-for-profit corporation with a principal place of business at 57 Pequot Avenue, Oak Bluffs, Massachusetts 02557 is the leaseholder (collectively, the "Declarant") of a certain parcel of land located on Edgartown-Vineyard Haven Road, Oak Bluffs, County of Dukes County, Massachusetts;

WHEREAS, said parcel is more particularly described and shown on a plan of land entitled "Overall Site Plan," dated November 13, 2007 ("Plan") which Plan is to be recorded herewith;

WHEREAS, the Declarant desires that the Grantee of certain rights more particularly described herein be the Town of Oak Bluffs, Massachusetts;

WHEREAS, the said parcel will protect habitat used by a variety of wildlife, in particular, the Gehard's Underwing Moth (*Catocala herodias gerhardi*), Faded Gray Geometer (*Stenoporpia polygrammaria*), Pine Barrens Zale (*Zale sp. 1 nr. lunifera*), and Imperial Moth (*Eacles imperialis*);

WHEREAS, the said parcel comprises part of a scenic landscape associated with a natural, undisturbed environment and preserving the natural, undisturbed environment will protect habitat used by a variety of wildlife;

WHEREAS, the Declarant desires to subject that certain parcel shown on the Plan as "Deed Restriction Area" to certain covenants and restrictions, which covenants and restrictions shall run with the land in perpetuity and shall be binding on Declarant, its successors and assigns;

NOW, THEREFORE, the Declarant hereby subjects the Deed Restriction Area to the following covenants, easements and restrictions and the Declarant and any Grantee of the Declarant by the

acceptance of a deed from the Declarant for any portion of the Deed Restriction Area agrees to be bound by said covenants and restrictions and to comply therewith.

#### A. PROHIBITED ACTS & USES

Subject to Section B herein, the following acts and uses are prohibited on or above the Deed Restriction Area:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on or above the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever;
- (4) Cutting, removing or otherwise destroying trees or other vegetation;
- (5) No snowmobiles, motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises **except for vehicles necessary for public safety (i.e., fire, police, ambulance, and other government officials) in carrying out their lawful duties.** This provision in no way restricts the use of existing paths or ancient ways by pedestrians or bicycles;

#### B. RESERVED RIGHTS

Notwithstanding any provisions herein to the contrary, Declarant reserves to itself and its successors and assigns the right to:

- (1) establish, enforce, waive, alter and amend such rules, regulations, covenants, conditions and restrictions governing use of the Deed Restricted Areas as are not otherwise prohibited by this Deed Restriction;
- (2) conduct habitat management activities including forestry, with prior written approval from the Natural Heritage and Endangered Species Program of the Division of Fisheries and

Wildlife (the "Division"), its successors and assigns, such consent not to be unreasonably withheld;

- (3) construct fences, walls or necessary boundary markers on the Restricted Areas with prior written approval from the "Division", its successors and assigns, such consent not to be unreasonably withheld;

The Declarant, its successors and assigns, grant the Division, its successors and assigns rights to conduct scientific studies on the Premises with reasonable notification and at reasonable times.

The Declarant desires these covenants to be permanent and to run with the land and hereby grants to the Town of Oak Bluffs, its successors and assigns, the right to enter the Deed Restriction Area at reasonable times and in reasonable manner for the purpose of inspecting the Deed Restriction Area to determine compliance herewith and, of enforcing this Deed Restriction to the fullest extent permissible under the laws of the Commonwealth of Massachusetts in common with all others entitled to enforce such restrictions.

The Declarant, on behalf of itself, its legal representatives, successors and assigns agrees to reimburse the Town of Oak Bluffs for all reasonable costs and expenses incurred in enforcing this deed restriction or in remedying or abating any violation thereof; provided it has been determined by a court of law that a violation of this deed restriction has occurred.

For title to the Grantor see the Order of Taking recorded with the Dukes County Registry of Deeds at Book 229, Page 51.

EXECUTED under seal this 28 day of November, 2007.



Susan Parker, Chair

Martha's Vineyard Regional School District

James H. Weiss

James H. Weiss, Superintendent of Schools  
Martha's Vineyard Regional School District

Chuck Hughes

Chuck Hughes, President  
YMCA of Martha's Vineyard

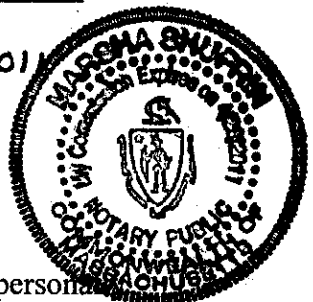
John Clese  
John Clese, Executive Director  
YMCA of Martha's Vineyard

**COMMONWEALTH OF MASSACHUSETTS**

Dukes, ss.

On this 28<sup>th</sup> day of November, 2007, before me, the undersigned notary public, personally appeared Susan Parker, as Chairman of the Martha's Vineyard Regional School District Board, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Marsha Shufren  
Notary Public  
My Commission Expires: 4/28/2011

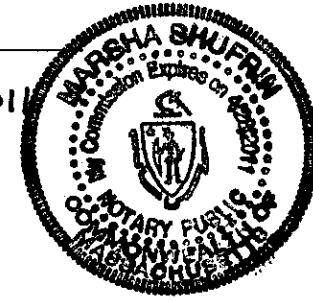


**COMMONWEALTH OF MASSACHUSETTS**

Dukes, ss.

On this 28<sup>th</sup> day of November, 2007, before me, the undersigned notary public, personally appeared James H. Weiss, Superintendent of Schools, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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.

Marsha Shufren  
Notary Public  
My Commission Expires: 4/28/2011

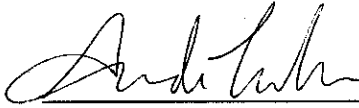


**COMMONWEALTH OF MASSACHUSETTS**

Dukes, ss.

On this 3<sup>rd</sup> day of December, 2007, before me, the undersigned notary public, personally appeared Chuck Hughes, as President of the YMCA of Martha's Vineyard, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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.

**AMANDA C. THIBODEAU**  
**NOTARY PUBLIC**  
My Commission Expires Sept. 11. 2009



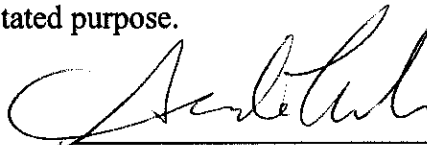
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

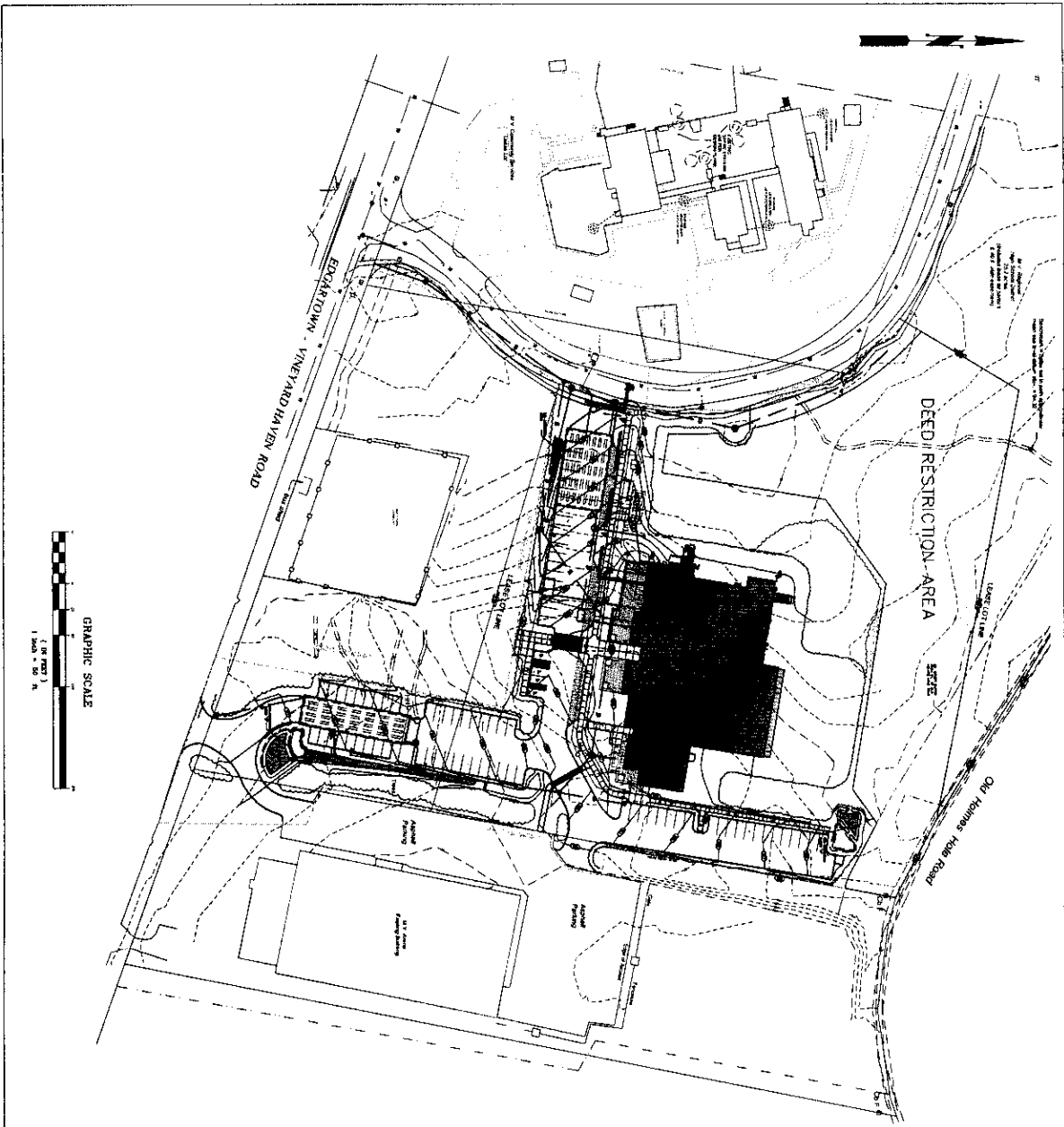
Dukes, ss.

On this 4<sup>th</sup> day of December, 2007, before me, the undersigned notary public, personally appeared John Clese, as Executive Director of the YMCA of Martha's Vineyard, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, 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.

**AMANDA C. THIBODEAU**  
**NOTARY PUBLIC**  
My Commission Expires Sept. 11. 2009



Notary Public  
My Commission Expires:



Attest:

*Jeanne E. Powers* Register

<p><b>C2.0</b></p>	<p>SCALE: 1" = 30'</p> <p>DRAWN BY: _____</p> <p>DATE: 11/13/07</p> <p>PROJECT NO. 0204</p>	<p><b>RFS</b></p> <p>REGISTERED PROFESSIONAL ARCHITECT</p> <p>DR. J. R. BIGHAM</p> <p>ENG. E. J. JANSURY</p> <p>PH. T. C. LAMPTA</p>	<p>Amelia Moore MacLean Architects Inc.</p> <p>60 Long Wharf</p> <p>Stoughton Massachusetts 02110</p> <p>TEL: 617-625-0442</p> <p>FAX: 617-625-3452</p>	<p><b>YMCA</b></p> <p>of</p> <p>Martha's</p> <p>Vineyard</p>	<p><b>YMCA OF MARTHA'S VINEYARD</b></p> <p>111 EDGARTOWN - VINEYARD HAVEN ROAD</p> <p>OAK BLUFFS, MA</p> <p><small>Copyright 2007 Amelia Moore MacLean Architects Inc.</small></p>
	<p>GENERAL SITE PLAN</p>				