

# NORTH TABOR FARM SUBDIVISION

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## FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS

Reference is made to that certain Declaration of Protective Covenants (the "Declaration") made on the 24th day of December, 1987 by Flanders Farm Corp., the Grantor therein, as owner of certain real estate in the Town of Chilmark, Dukes County, Massachusetts (the "Property"), and recorded on March 19, 1988 in the Dukes County Registry of Deeds, in Book 495, at Page 500.

The undersigned, being at least two-thirds (2/3) of the Owners of the Property, hereby agree and consent to amend the Declaration, as follows:

1. In Article I, on page 2, the following definition is hereby deleted in its entirety:

"OWNER: The term "Owner" shall mean the person or persons whose interest in a Lot aggregates a fee simple absolute title thereto."

and the following definition is hereby inserted in its place:

"OWNER: The term "Owner" shall mean the person or persons whose interest in a Residential Lot aggregates a fee simple absolute title thereto."

2. In Article I, on page 2, the following definition is hereby added at the end of Article II:

"DESIGN REVIEW BOARD: The term "Design Review Board shall mean the three member board appointed by the Committee and established pursuant to the provisions of Article II concerning Approval for Improvements."

3. In Article II, on page 3, the following section is hereby deleted in its entirety:

"APPROVAL OF GRANTOR FOR IMPROVEMENTS: None of the Improvements permitted in the following Article III, Sections 3A shall be erected, placed or allowed to stand without the prior written approval of the Grantor of the size, plans, specifications, and locations thereof, for a period of not more than two years following the conveyance of the last Residential Lot owned by him. Such approval shall not be unreasonably withheld and a certificate thereof, in a form satisfactory for recording, shall be furnished by the Grantor, if requested by an Owner seeking to erect, place or allow to stand upon any Lot any Improvements aforesaid. The Grantor shall not be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications submitted for his approval."

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and the following section is hereby inserted in its place:

"APPROVAL FOR IMPROVEMENTS: None of the Improvements permitted in the following Article III, Section 3A shall be erected, placed or allowed to stand without the prior written approval of the Grantor of the size, plans, specifications, and locations thereof, for the period ending upon the conveyance of the last Residential Lot owned by him. Thereafter, none of the said Improvements permitted in the following Article III, Sections 3A shall be erected, placed or allowed to stand without the prior written approval of the Design Review Board, of the size, plans, specifications, and locations thereof. Such approval shall not be unreasonably withheld and a certificate thereof, in a form satisfactory for recording, shall be furnished by the Grantor, or the Design Review Board, as appropriate, if requested by an Owner seeking to erect, place or allow to stand upon any Lot any Improvements aforesaid. Neither the Grantor nor the Design Review Board shall be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications submitted for his approval."

4. In Article III, in Section 3N, Sightlines and View Easements, on page 11, in the ninth line thereof, the words "or the Design Review Board, as appropriate" is hereby inserted after the word "Grantor".

5. In Article IV, in Section 5, on page 13, the following language is hereby inserted at the end of said section:

"e. The appointment of the members of the Design Review Board. The Design Review Board shall consist of three Owners appointed by the Committee, and shall act pursuant to the provisions of Article II hereof concerning Approval for Improvements.

Signed under seal as of this 12th day of January, 1995.

Owner(s), Lot No. 1:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 2:

Nelson W. Potter  
Pauline C. Potter

Owner(s), Lot No. 3:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 4:

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\_\_\_\_\_

Owner(s), Lot No. 5:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 6:

\_\_\_\_\_  
\_\_\_\_\_

and the following section is hereby inserted in its place:

"APPROVAL FOR IMPROVEMENTS: None of the Improvements permitted in the following Article III, Section 3A shall be erected, placed or allowed to stand without the prior written approval of the Grantor of the size, plans, specifications, and locations thereof, for the period ending upon the conveyance of the last Residential Lot owned by him. Thereafter, none of the said Improvements permitted in the following Article III, Sections 3A shall be erected, placed or allowed to stand without the prior written approval of the Design Review Board, of the size, plans, specifications, and locations thereof. Such approval shall not be unreasonably withheld and a certificate thereof, in a form satisfactory for recording, shall be furnished by the Grantor, or the Design Review Board, as appropriate, if requested by an Owner seeking to erect, place or allow to stand upon any Lot any Improvements aforesaid. Neither the Grantor nor the Design Review Board shall be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications submitted for his approval."

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Signed under seal as of this 12th day of January, 1995.

Owner(s), Lot No. 1:

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\_\_\_\_\_

Owner(s), Lot No. 2:

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Owner(s), Lot No. 3:

Indy R. Berman  
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Owner(s), Lot No. 4:

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\_\_\_\_\_

Owner(s), Lot No. 5:

\_\_\_\_\_  
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Owner(s), Lot No. 6:

\_\_\_\_\_  
\_\_\_\_\_

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Signed under seal as of this 12th day of January, 1995.

Owner(s), Lot No. 1:

\_\_\_\_\_  
\_\_\_\_\_

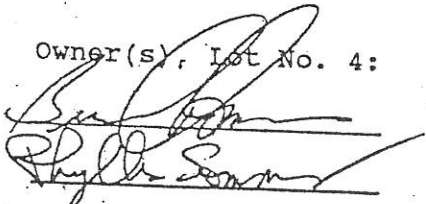
Owner(s), Lot No. 2:

\_\_\_\_\_  
\_\_\_\_\_

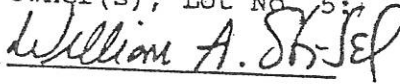
Owner(s), Lot No. 3:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 4:

  
Phyllis S. Smith

Owner(s), Lot No. 5:

  
William A. Sk-Jep

Owner(s), Lot No. 6:

\_\_\_\_\_  
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Owner(s), Lot No. 7:

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Owner(s), Lot No. 8:

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Owner(s), Lot No. 9:

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Owner(s), Lot No. 10:

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\_\_\_\_\_

Owner(s), Lot No. 11:

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Owner(s), Lot No. 12:

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\_\_\_\_\_

Owner(s), Lot No. 13:

*William A. Stibel*  
*Margaret R. Stibel*

Owner(s), Lot No. 14:

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\_\_\_\_\_

Owner(s), Lot No. 15:

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Owner(s), Lot No. 16:

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Owner(s), Lot No. 17:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 18:

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

January 12, 1995

Then personally appeared the above named William A. Stibel, Owner of Lot No. 5 as aforesaid, and made oath that the foregoing statement by him subscribed is true, and acknowledged the foregoing instrument to be his free act and deed, before me.

\_\_\_\_\_  
Jeffrey T. Angley

Notary Public

My commission expires: 2/10/2000

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Owner(s), Lot No. 7:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 8:

Brian Adams  
Susanne G. Clark

Owner(s), Lot No. 9:

John Arone  
\_\_\_\_\_

Owner(s), Lot No. 10:

Lesley Weiss  
Robert Allen

Owner(s), Lot No. 11:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 12:

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Owner(s), Lot No. 13:

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Owner(s), Lot No. 14:

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Owner(s), Lot No. 15:

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Owner(s), Lot No. 16:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 17:

Thomas L. Angley  
Hollis D. Passy

Owner(s), Lot No. 18:

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

January 12, 1995

Then personally appeared the above named William A. Stibel, Owner of Lot No. 5 as aforesaid, and made oath that the foregoing statement by him subscribed is true, and acknowledged the foregoing instrument to be his free act and deed, before me.

Jeffrey T. Angley  
Jeffrey T. Angley  
Notary Public

My commission expires: 2/10/2000

BK699PG596

Owner(s), Lot No. 7:

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Owner(s), Lot No. 8:

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Owner(s), Lot No. 9:

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Owner(s), Lot No. 10:

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\_\_\_\_\_

Owner(s), Lot No. 11:

Tatnell L. Hillman, Trustee

\_\_\_\_\_

Owner(s), Lot No. 12:

Tatnell L. Hillman, Trustee

\_\_\_\_\_

Owner(s), Lot No. 13:

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Owner(s), Lot No. 14:

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Owner(s), Lot No. 15:

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Owner(s), Lot No. 16:

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Owner(s), Lot No. 17:

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\_\_\_\_\_

Owner(s), Lot No. 18:

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

January 12, 1995

Then personally appeared the above named William A. Stibel, Owner of Lot No. 5 as aforesaid, and made oath that the foregoing statement by him subscribed is true, and acknowledged the foregoing instrument to be his free act and deed, before me.

\_\_\_\_\_  
Jeffrey T. Angley  
Notary Public

My commission expires: 2/10/2000



B: 699 PAGE 99

Owner(s), Lot No. 7:

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Owner(s), Lot No. 8:

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Owner(s), Lot No. 9:

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Owner(s), Lot No. 10:

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Owner(s), Lot No. 11:

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Owner(s), Lot No. 12:

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Owner(s), Lot No. 13:

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Owner(s), Lot No. 14:

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Owner(s), Lot No. 15:

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Owner(s), Lot No. 16:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 17:

\_\_\_\_\_  
\_\_\_\_\_

Owner(s), Lot No. 18:

Herbert Soler  
Carrie Soler

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss:

January 12, 1995

Then personally appeared the above named William A. Stibel, Owner of Lot No. 5 as aforesaid, and made oath that the foregoing statement by him subscribed is true, and acknowledged the foregoing instrument to be his free act and deed, before me.

\_\_\_\_\_  
Jeffrey T. Angley  
Notary Public

My commission expires: 2/10/2000

Edgartown, Mass.

May 1 1997  
at 1 o'clock and 22 minutes PM

received and entered with Dukes County Deeds  
book 699 page 592

Attest:

June E. Power

Register