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April 11, 2022

29 Main Street LLC  
WJG Realty Trust  
Stop & Shop  
25 Main Street Realty  
MV Harbor Landing Condominium  
MV Chamber of Commerce  
Destafani Valario Luis  
Town of Tisbury  
Benjamin Hall, Esq.  
Emily Bramhall  
18 Beach Street, LLC  
Early (Sandy) Ray

To Whom It May Concern,

Attached hereto, please find a copy of the Parking Area which will be constructed to service the Mansion House Inn, off of Cromwell Lane. Further, please find a sample road association document. The Martha's Vineyard Commission, in their approval of the Parking Area, required the Mansion House to provide notice of the Parking Plan, and to circulate a sample road association agreement.

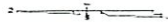
If you have any questions regarding the Parking Area, please contact me at your convenience.

We are not asking you all to formally create a road association. We believe Cromwell Lane is a Town road, and in fact is slated for paving work by the DPW in the coming years. Should anyone wish to pursue a joint effort to further maintain the road, we would be open to discussing the same.

Thank you for your time and attention to this matter.

Truly yours,

Geoghan E. Coogan, Esq.  
Edmond G. Coogan Law Office, P.C.



Duo Pendant LFD



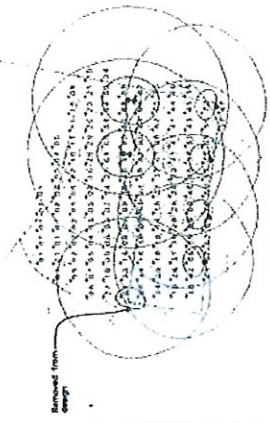
Parking Area Lighting  
12 ft. pole/fixture height



Amelanchier Canadensis (Serviceberry)



Corpinus fastigiata (Common Hornbeam)

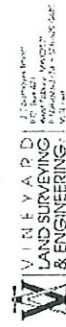


Schematic layout of light fixtures and light spread

- Legend:
- Denotes Concrete Sound Foud
  - Denotes Fence
  - Denotes Utility Pole
  - Denotes Fence Post
  - Denotes Spot Elevation
  - Denotes Concrete Parking Block

- Denotes proposed Concrete Fastbacks (Common Hornbeam)
- Denotes Amelanchier Canadensis (Serviceberry)
- Denotes proposed light fixture - 12 ft. pole mount

Parking Sketch Plan in  
Tisbury, Mass.  
Prepared for  
Mansion House  
Scale 1" = 10'  
January 13, 2021



## CROWELL LANE ASSOCIATION

AGREEMENT and DECLARATION made this \_\_\_\_ day of \_\_\_\_, \_\_, by \_\_\_\_, of \_\_\_\_, of \_\_\_\_, and \_\_\_\_, of \_\_\_\_ (hereinafter jointly with their successors in Association referred to as the "Association").

Witnesseth:

1. *Name of Entity.* The name of this entity shall be the CROWELL LANE ASSOCIATION (hereinafter referred to as "Association") and is hereby enacted pursuant to Massachusetts General Laws Chapter 84, Sections 12, 13 & 14.

2. *Purpose of Association.* The purpose of this Association is to provide for the preservation and maintenance for the common enjoyment and benefit of the Owners (as hereinafter defined) of roads of the CROWELL LANE subdivision, as shown on the Town of Tisbury Assessor's Map \_\_, Lots \_\_\_\_\_, and of any other property, real or personal, which may hereafter be conveyed to or acquired by the Association or otherwise made subject to their administration for the benefit of the Owners. All of the Owners shall have the right to use said Association property subject to:

(a) The restrictions and obligations contained herein; and

(b) The rules and regulations as adopted or to be adopted and amended from time to time by the Association, and referred to as the "CROWELL LANE Association By-Laws."

3. *Beneficiaries.* The beneficiaries of this Association shall be the Owners. The word "Owner" shall mean and refer to the record holder from time to time of the legal title in fee constructed thereon which constitutes a portion of the lands described in Exhibit A (the "Plan") attached hereto and made a part hereof. The holder of legal title in fee shall include the holder of the equity of redemption in the case of mortgaged land and one having a legal life or other estate in possession and excluding a lessee, tenant, mortgagee and one having a legal estate in remainder or otherwise subsequent to a legal estate in possession and also excluding the Association as owners of the Association property. Two or more persons or entities holding record title to the same parcel or parcels shall be treated as a single Owner; exercise of their rights as such owners shall be by their unanimous action; their obligations to pay any assessment shall be joint and several. If the same Owner shall hold record title to more than one parcel or unit, such Owner shall be treated as a separate Owner for each parcel or unit.

4. *Powers and Duties of Association.* For the purpose of carrying out the terms of this Association the Association shall have the powers and duties necessary for the administration of Association property, including without limitation the following powers which may be exercised by them only upon consent of at least 75% of the Owners and

which shall continue after the termination of the Association for the purpose of disposing of the Association property and until final disposition thereof:

- (a) to maintain, repair, improve, change or alter the roads of CROWELL LANE;
- (b) to acquire by purchase, hire or otherwise, property convenient to the performance of their functions as Association;
- (c) to adopt reasonable rules and regulations governing the enjoyment by the Owners of the Association property;
- (d) to convey permanent easements and lesser interests in, upon and over any ways for the installation, maintenance, repair and replacement of utilities and other services and rights incidental thereto;
- (e) to make contracts with which the Association deems convenient to the performance of their duties as Association;
- (f) to borrow money;
- (g) to open bank accounts in the name of the Association or the Association with power in any one of the Association to draw on such accounts;
- (h) to procure insurance;
- (i) to pay, resist, compromise or submit to arbitration any claim or matter in dispute;
- (j) to determine and collect the common and special charges from the Owners and to pay such common and special charges; and
- (k) to exercise any other powers which may be necessary or desirable for carrying out the terms of this Association or which the Association may have under any present or future statute or rule of law; and to execute and deliver all appropriate instruments in connection therewith.
- (l) to sell, exchange, mortgage, pledge, lease, rent and otherwise dispose of any property, real or personal;
- (m) to convey or impose a conservation restriction upon, or otherwise dedicate such property with the benefit thereof running to a public body or other entity for conservation purposes;
- (n) to convey to the Town of Tisbury or other public body the fee or any lesser interest in any way for the purpose of making it a public way; and

(o) to discontinue any such way and convey the fee thereof, provided the Owners of all lands abutting on the way to be discontinued first assent thereto.

5. *Common and Special Charges.* The Association shall from time to time, and at least annually, prepare a budget for the Association to determine the amount of the common charges payable by the Owners to meet the common expenses of the Association. The Association shall have the power to raise such amounts of money to meet any needs of the Association by assessing on each occasion upon all of the land (which term shall include land and improvement) of each Owner such Owner's proportionate share of the total amount to be raised. Such share shall be determined by dividing the total amount to be raised by the total number determination regarding the amount of the assessment shall be conclusive. Common expenses shall include, without limitation the following:

(a) all costs relating to the construction, operation, care, upkeep and maintenance of the Association property;

(b) all insurance premiums for the master policy for the Association property, fidelity bonds for the Association and agents and employees, any insurance purchased to protect the Association and such other insurance as the Association may deem necessary and appropriate;

(c) the amount that the Association shall deem necessary and appropriate for the working capital of the Association, for an operating reserve for expenses, a reserve fund for replacements, and any charges for deficits from previous operating years; and

In addition, the Association shall have the power to assess Owners for special charges in connection with extraordinary repairs or replacement of roads serving any unit by an Owner, which is not common to all Owners.

The Association shall upon reasonable request render certificates suitable for recording, indicating that no payments are due to the Association with respect to any common or special charges, which certificates shall be conclusive as to the facts stated therein.

6. *Payment of Common and Special Charges.* All Owners shall pay the common charges assessed by the Association in monthly installments on the first day of each month and every month, or at such other time or times as the Association shall determine. Owners shall each contribute in advance an amount not to exceed two months' estimated share of common expenses to provide a working capital fund, and to maintain said fund as required by the Association. Special charges shall be paid within sixty days after notice from the Association, or as the Association in their sole discretion may otherwise require.

7. *Lien for Common Charges.* Each assessment so made upon an Owner shall constitute and remain a charge and lien upon such Owner's land and every portion thereof

from the date of the assessment until paid in full, and shall also constitute a personal debt of the Owner who is the Owner of such land on the date of assessment to the Association. Such charge, lien or personal debt may be enforced or collected by the Association by any available process including, without limitation, foreclosure of the charge or lien against the land. All costs and expenses incurred by the Association in enforcing or collecting any assessment, including reasonable attorneys' fees, shall be paid by the Owner responsible for the assessment and shall constitute a further lien or charge on said land and a personal debt of said Owner. Notwithstanding the above provisions, such charge and lien shall be junior to each bona-fide first mortgage to a recognized mortgage lending institution outstanding upon such land on the date of the assessment, whether the mortgage be given before or after this Association takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the Association thereafter to make further assessments upon such land nor otherwise impair such restrictions and servitudes thereon. If any assessment is not paid when due, *such* assessment shall bear interest at the rate of twelve (12) per cent per year from the due date, the Association may in addition to the other rights herein reserved, suspend the exercise of all rights given by this Association to the Owner of the land so assessed until that sum shall have been paid in full, and at their option, the Association may accelerate the payment of its reasonable estimate of common charges for the twelve month period following the default and such sum shall serve as security for the payment of future common and special charge obligations.

8. *Liability of Association.* All persons extending credit to or contracting with or having any claim against the Association hereunder shall look only to the Association property for any such contract or claim, so that neither the Association nor the Owners shall be personally liable therefor. No Association member hereunder shall *be* liable to this Association or to the Owners for the default of any other Association member, or for leaving property in the hands of another Association member, or for any error of judgment of law on his own part, but shall be liable only for his own willful default. Any Association member hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or estate as a result of his acting as Association member hereunder, excluding only such loss or expense resulting from his own willful default.

9. *Reliance by Third Parties.* No person dealing with any Association member shall be bound to inquire concerning the validity of any act purporting to be done by him or be bound to see to the application of any money paid or property transferred to him or upon his order. Any Association member may at any time or times by written power of attorney delegate all or any of his powers and authorities, except the power to make assessments as provided in paragraph 5, whether discretionary or otherwise, to any other Association member in each case for a period of not more than six (6) months at a time, but any such delegation may be renewed by successive powers of attorney and may be revoked.

10. *Financial Records.* The Association shall at all times keep proper records and accounts of the affairs of the Association which shall be open to inspection by any Owner at all reasonable times. At least once a year the Association shall render a written report

and financial statement to the Owners. The approval by a majority of the Owners of any report or financial statement by the Association shall be, as to all matters and transactions stated in said report or statement or shown thereby, a complete discharge of the Association and final and binding upon all Owners.

11. *Association Review Committee in Number and Terms.* There shall always be at least \_\_\_\_\_ but not more than \_\_\_\_\_ Association members which form the Review Committee which is charged with carrying out the Association rules and regulations as stated herein. All Association members must be an Owner. The term of each Association member of the review committee shall expire at the time fixed herein for the annual meeting of the Owners to be held in the first year after the election of such Association member.

12. *Election of Review Committee.* At each annual meeting of the Owners, commencing with the annual meeting to be held in \_\_\_\_\_, the Owners shall elect the Review Committee for a term expiring at the time fixed for the annual meeting to be held in the first year after such election.

13. *Vacancies and Removals.* Any review committee member may at any time resign as such by a written instrument signed by him, acknowledged and delivered to the remaining Association. Upon the death or resignation of any review committee member a vacancy in the office of committee shall be deemed to exist, and a new committee member shall be elected for the unexpired term by the remaining Association members. Any successor review committee member shall qualify as such by written acceptance, signed and acknowledged by him. Pending any appointment of a successor committee member, the remaining Association members or Association shall have and may exercise all powers, authorities and discretions conferred by this Association.

14. *Fidelity Bonds and Surety.* The Association shall attempt to obtain fidelity bonds in amounts which they deem reasonably sufficient to cover Association and employees of the Association handling or responsible for funds.

15. *Owner's Annual and Special Meetings.* Any action or consent by the Owners shall be taken or given at the annual meeting or at any special meeting of the Owners. The annual meeting of the Owners shall be held on the first Tuesday in June of each and every year (or if that be a legal holiday on the next succeeding full business day) at the hour and place to be fixed by the Association. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held. Special meetings of Owners may be called by the Association on their own motion and shall be called by the Association upon written application to the Association of at least 50% of the Owners. A written notice of the place, date, and hour of all meetings of Owners shall be given by the Association at least fifteen (15) days before the meeting to each Owner. Notice need not be given to an Owner if a written waiver of notice, executed before or after the meeting by such Owner or his attorney thereunto authorized, is filed with the records of the meeting.

16. *Quorum.* A two-thirds (2/3) majority of the Owners shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice.

17. *Voting.* Each Owner shall be entitled to one vote for each lot or unit owned in CROWELL LANE. Such vote may be cast in person or by proxy. Any instrument dated not more than six months before the meeting purporting to grant authority to another to cast such vote, duly executed by the Owner and acknowledged before notary public, shall be deemed a proxy. A proxy shall be revocable at any time by written notice to the Association. When a quorum is present, any matter before the meeting shall be decided by a majority vote of the Owners, except where a larger vote is required by this Association.

18. *Termination or Amendment by Consent.* This Association may be terminated or amended at any time by an instrument in writing signed by the Association assented to be two-thirds of the Owners.

19. *Disposition of Association Property.* Upon termination of the Association, the Association property shall be conveyed to the owners as tenants in common, subject to the terms and provisions of the Special Permit and all other matters of record which henceforth shall be enforceable by and against the Owners, joint and severally.

20. *Notices.* All notices to the Owners shall be in writing and shall be sent to the Owners or to such one of them as they may designate in writing from time to time, at the last address of such Owner as it appears in the records of the Association. Changes in the Owners or their addresses shall be noted in the records of the Association only upon written notice filed with the Association. Notice shall be deemed given as of the date of mailing.

21. *Incumbency of Association.* A certificate signed by any Association and acknowledged before a Notary Public shall be conclusive evidence in favor of any person, firm, corporation, Association or association acting in good faith in reliance thereon as to the truth of any matter or facts stated therein relating to:

(a) the death, resignation, removal or appointment of a Association member or to the delegation by a Association member to another Association member of his powers, authorities and discretions;

(b) compliance by the Association and Owners with any requirement of this Association;

(c) the terms of this instrument and any amendment or termination of this Association;



(d) the fact of the validity of any action taken by the Association or Owners and to the authority of the Association or Owners to take such action; the number of Owners acting in favor of any matters; or

(e) any other matter pertaining to the Association, Owners or the Association property.

When recorded with the Dukes County Registry of Deeds, such certificate shall be conclusive evidence to all persons regardless of whether they have notice thereof or act in reliance thereon.

23. *Recording.* The termination and all amendments of this Association, resignations and appointments of Association shall be filed with said Registry and any person shall be entitled to rely on the records of said Registry with respect to the termination of the Association, the terms of the Association, any amendment thereto, and the identity of the Association, the identity of the Owners, and to any other matter pertaining to the Association, the Association, the Owners of the Association property.

24. *Governing Law.* This Association shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal on the day and year first above written.

FIRST-CLASS



US POSTAGE

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\$ 000.73<sup>0</sup>

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APR 11 2022

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Destafani Valerio Luis  
PO Box 1720  
Vineyard Haven MA  
02568

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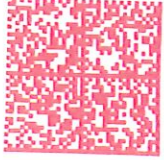
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New York NY  
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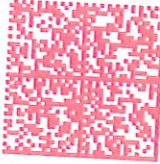


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29 Main St. LLC  
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