DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENT
FOR LAGOON RIDGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned LAGOON RIDGE LLC, a Massachusetts limited liability company (the “Declarant”), owner of a certain parcel of land in Oak Bluffs, County of Dukes County, Massachusetts, as described in a deed from David A. Danielson, Trustee, dated September 23, 2014 and recorded with Dukes County Registry of Deeds in Book 1361, Page 397 and shown on a plan entitled: " “Lagoon Ridge” Plan of Land in Oak Bluffs, Massachusetts Surveyed for Lagoon Ridge, LLC August 26, 2015 Scale 1 in. = 80 ft. Gregory Marcella P.L.S. P.O. Box 6 Oak Bluffs, MA 02557 774-521-5400 " to be recorded herewith in the Dukes County Registry of Deeds, in consideration of the premises and the covenants hereinafter set forth, declares as follows:

I. STATEMENT OF PURPOSES

It is the intent of Lagoon Ridge LLC to ensure that the structures and activities of man shall enhance the open, natural, and scenic features of the above-described land; to maintain open spaces; to preserve the rural character of the landscape; to provide for the proper use, management and maintenance of the roads, trails, common lands and structures on the above-described property; to foster the creation of a harmonious and vibrant community; to ensure that structures are energy-efficient and sustainable; to preserve and protect the waters of Lagoon Pond; and to comply with the rules, regulations, and conditions of the Town of Oak Bluffs and the Martha’s Vineyard Commission.

II. CERTAIN DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

a.  “Affordable Housing” shall mean dwelling units constructed for the purpose of providing shelter for individuals and families who qualify as eligible under Oak Bluffs rules and regulations.

b.  "Architectural Review Committee" (ARC) shall mean a duly designated advisory committee of the Lagoon Ridge Association, hereinafter provided for.

c.  "Association" shall mean the Lagoon Ridge Association, a Massachusetts corporation to be organized under Chapter 180 of the General Laws, the members of which shall be owners of the residential lots shown on the Plan.

d.  "Building Envelope" shall mean an area in square feet specifically designated on each residential lot shown on the Plan. All residential and appurtenant structures, as well as improved driveways and vehicular parking areas, lawns and landscaped areas, shall be contained within the boundaries of the Building Envelope.
e. “Cluster A” shall mean Lots No. 20 through 23, inclusive, as shown on the Plan; “Cluster B” shall mean Lots No. 1 through 4, inclusive, as shown on the Plan; and “Cluster C” shall mean Lots No. 5 through 19, inclusive, as shown on the Plan.

f. "Declaration" shall mean this declaration of protective covenants.

g. “Energy Efficiency Requirements” are defined by the use of sustainable building practices and materials to the extent possible, high SGHC windows with passive solar orientation in year-round homes, mainly N/S orientation of Building Envelopes, and practices that comply with the Commonwealth’s stretch energy code (780 C.M.R. 115.AA).

h. “Invasive Plant Species” shall mean non-native plants, trees and shrubs as listed on the Polly Hill Arboretum/Martha’s Vineyard Commission list thereof as well as any plants from time to time identified on the “Massachusetts Prohibited Plant List” established by the Division of Crop and Pest Services of the Department of Agricultural Resources.

i. “Lagoon Ridge” shall mean the residential subdivision and land shown on the Plan.

j. “Lagoon Ridge East” shall mean and refers specifically to the lots within Lagoon Ridge in Cluster A on Sage’s Way, accessed through the Vineyard Hills subdivision known as “Pondview” (see the plans recorded as Oak Bluffs Case File Nos. 119, 135 and 212), and subject to the provisions of an Agreement between the Declarant and Vineyard Hills Homeowner’s Association, Inc.

k. “Landscaping Guidelines and Restrictions” provide guidance for the extent and types of allowable planting and cutting on private and common land within Lagoon Ridge to reduce ecological disturbance and protect the natural environment.

l. “Limits of Work” shall mean the outside limits that may be disturbed during road construction, installation of pipes, wires, and appurtenant structures, or construction of homes and accessory buildings.

m. “Lot” or “Parcel” shall mean and refer to any lot of land shown on the Plan.

n. “Nitrogen Reducing Septic Systems” are individual Title V systems that meet the requirements established by the Martha’s Vineyard Commission, designed to reduce nitrates and nitrites entering the groundwater for those lots which are not connected to the Shared System.

o. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the property, but shall not refer to a mortgagee having a mortgage secured by any lot unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure.
p. "Plan" shall mean the plan of land entitled: "‘Lagoon Ridge’ Plan of Land in Oak Bluffs, Massachusetts Surveyed for Lagoon Ridge, LLC August 26, 2015 Scale 1 in. = 80 ft. Gregory Marcella P.L.S. P.O. Box 6 Oak Bluffs, MA 02557 774-521-5400."

q. “Senior Housing” shall mean dwelling units constructed for the purpose of providing accessible and adapted shelter for individuals and families who qualify as eligible for “over-55” housing under Oak Bluffs rules and regulations.

r. “Shared System” is the Subsurface Sewage Disposal System as defined by 310 CMR 15.002 to be installed in the area shown as “Shared Sysytem” on the Plan in the area north of the terminus of Double Ox Road for the common use of certain residential lots and regulated by 310 CMR 15.290 through 15.293.

s. “Sustainable Building Practices” shall mean the use of design principles and materials to reduce waste and conserve energy, thus lowering the carbon footprint of this development.

t. “Universal Design Standards” shall mean the developing standards for homes designed for “aging in place” based upon extensions and adaptations of the architectural barrier requirements of the Americans with Disabilities Act.

III. PROTECTIVE COVENANTS

a. Applicability. This Declaration and these covenants shall be binding on the Declarant, its successors in interest and assigns, including all Owners. The covenants imposed herein shall run in perpetuity with the land shown on the Plan. The covenants shall operate as restrictions upon said land and shall be for the mutual benefit of the owners of the lots shown on the Plan. A duly executed copy hereof shall be recorded with the Plan.

b. The Association. Upon the sale or transfer by the Declarant of all of the residential lots shown on the Plan, there shall be created the “Lagoon Ridge Association” the members of which shall be all the owners of residential lots in Lagoon Ridge. The Association thereafter may be organized as a Massachusetts corporation, in which event it shall govern its affairs as provided in its Articles of Organization and Bylaws and be empowered to make assessments for improvements and attend to other matters of mutual interest. Unless otherwise herein provided, the Association shall act on a majority vote of its members, with each lot or, in the case of duplex dwellings on a lot, each dwelling unit, having one vote. In order to protect the rights of all Owners, including those not able to be present when meetings occur, remote participation in Association meetings by electronic means such as Skype shall be allowed. Until such time as the Association is established, the Declarant shall perform all activities required or allowed to be performed by the Association as herein provided.

c. Assessments and Lien for Non-payment. The Declarant hereby covenants for each Lot owned by it, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital
improvements, which shall require a 2/3 affirmative vote of the Association (except in the case of such critical improvements as may be necessary to ensure access to the land shown on the Plan), such assessments to be fixed, established and collected from time to time as hereinafter provided. Annual assessments shall include annual charges to applicable lot owners for the Shared System as further provided hereafter in Section IV.c. The annual and special assessments, together with such interest thereon and costs of collection thereof shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

d. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and visitors to the Property and, in particular, for the maintenance and operation of the Shared System and improvement and maintenance related to the use and enjoyment of the roads and those portions of the subdivision used for common purposes, including, but not limited to, the payment of taxes and liability insurance thereon, maintenance of the roads, paths, and equipment, and for the cost of labor, equipment, materials, and the management and supervision thereof. Taxes and other costs related to any parcel of non-residential land not held in common by the Association shall be the responsibility only of those lot owners having an interest in the said non-residential lot. The owners of lots in Cluster A (Lagoon Ridge East) shall be obligated to pay for any assessment for the repair and maintenance of “Sage’s Way.” The owners of Lots in Cluster B and Cluster C shall be obligated to pay for any assessment for the repair and maintenance of “Double Ox Road” and “Hope’s Way.”

e. Amount and Time of Payment of Annual Assessments. The amount of each annual assessment and the time at which the same shall be payable shall be determined by the Association. Provision for reduced or delayed payments without assessed interest charges for residents of the community in ill health or temporarily in need shall be considered by the officers of the Association if requested.

f. Certificate of No Lien. The Association shall, upon demand, at any time furnish to any owner a certificate in form recordable in the Registry of Deeds, setting forth the amount and due date of said assessment and whether the same has been paid. Such certificate may be signed by an officer designated by the Association, and the signature of such shall be conclusive of their authority, and shall be conclusive evidence of payment of any assessment therein stated to have been paid and, except to the extent disputed by such Owner, of the amount of any assessment therein stated to be unpaid.

g. Effect of Non-payment of Assessment: The Personal Obligation; The Lien; Remedies of Association. If any assessment is not paid on the date when due, determined as aforesaid and in accordance with any Articles of Organization or Bylaws of the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof thereupon become a continuing lien on the Lot with respect to which the assessment was levied which shall bind such Lot in the hands of the then Owner, his or her heirs,
devisees, and personal representatives and assigns. Said assessment shall also be the personal obligation of the Owner.

If the assessment is not paid within ninety (90) days after the date upon which the same shall be payable, the assessment shall bear interest from such date at the rate of six (6%) per cent per annum, and the Association may bring an action at law against the Owner liable therefore, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

h. **Review by Architectural Review Committee.** No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until forty-five (45) days after the plans and specifications have been submitted for review, and received and acknowledged in writing by the Architectural Review Committee (ARC). Said plans shall show the nature, kind, shape, height, materials, and location of all structures, as well as plans for landscaping (restricted to no more than 10% of a Building Envelope to be landscaped or used for lawns), the cutting and clearing of vegetation, and the location of driveways, parking, storage and recreation areas. Maintenance of established improvements or minor changes to existing landscaping shall not require further review. The Declarant shall constitute the Architectural Review Committee (ARC) until such time as the Association is formed.

i. **ARC Review Guidelines.** In making its determinations, the ARC shall consider the purposes of these covenants, particularly the preservation of land in its natural state to the maximum extent possible, and to the extent land is developed, that such development be done in a manner which accents, and blends into, the desired rural environment. Promoting energy conservation and production through designing efficient buildings, utilizing local sustainable and renewable building materials, application of the stretch energy code, achieving a Home Energy Rating System (HERS) rating of 50, and similar measures, solar orientation and appropriate fenestration shall be included in the ARC reviews. The ARC may, from time to time, issue rules and regulations concerning same.

j. **Automatic Approvals and Certificates of Approval.** In the event the ARC shall fail to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been received and acknowledged in writing by the ARC, such plans and specifications shall be deemed to have been approved. The ARC, on request, shall furnish a Certificate of Approval, recordable in form, to any owner whose plans have been approved and who has built in conformity with such plans.

k. **Owner's Duty to Maintain.** Every Lot and any structure thereon shall be maintained in a neat and sightly condition with respect to adjacent lots and ways. The Association shall have the right to correct conditions of neglect or disrepair on a Lot or structure thereon, and to take any reasonable action which it deems necessary in order to preserve the neat and sightly appearance of a Lot or any structure thereon, if the owner of such Lot has failed to
correct the same within ninety (90) days after delivery to him of written notice by the Association of the existence of such condition. If at any time the association exercises such right, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the owner of such Lot as a result of any entry upon such Lot.

1. Use of Residential Lots.

   (1) Each residential lot in Cluster A and Cluster B has a maximum allowable Building Envelope shown in square feet on the Plan. Selection of the building site and the subsequent location of the boundary of the Building Envelope must be determined and established by the Owner before any construction is permitted. The Owner shall prepare a plan of the Building Envelope and record the same with the Dukes County Registry of Deeds and install bounds at the relevant corners of the Building Envelope. A copy of such plan shall be provided to the Association. Once established, bounded, and recorded a Building Envelope may be modified only with the approval of the Association subject to requirements of law. Lots in Cluster C are free from such requirements, and the entire lot, with the exception of required setbacks for all structures from lot lines of five (5) feet, is otherwise the Building Envelope.

   (2) The Building Envelopes shall contain the house, accessory buildings, lawn, driveway, parking and landscaped areas and are intended to decrease the area of natural native vegetation disturbed. The area encompassed therein shall not be increased in size, and no more than 10% of a Building Envelope may be landscaped or used for lawns.

   (3) Except as hereinafter provided or shown on the Plan, the Residential Lots in this subdivision shall be used for single family residential purposes only (including accessory uses allowed by zoning), unless the Association specifically approves some other use which may be permissible under law. It is the intent of this Declaration that no additional buildable lots will be created, provided however, that the foregoing provisions shall not be deemed to prohibit any re-subdivision of the land shown on the Plan which (a) adjusts lot lines between any lots, or (b) provides for the relocation of a residential lot, without increasing the size or number of residential lots or building sites shown on the Plan, or (c) is for the purpose of adding land to a non-residential lot by decreasing the acreage of a residential lot.

   (4) No building shall be constructed upon any Lot except in the designated Building Envelope. Agricultural sheds, garages and other accessory buildings may be physically separate from the residential building but shall be constructed or maintained only within the Building Envelope.

   (5) Areas outside of Building Envelopes must be protected from disturbance during construction, and the limits of work shall be clearly demarcated by symbolic fencing that is maintained throughout the period of construction. These areas may be maintained in character with the surrounding land as woodland, grassland or meadow (maintained by occasional mowing) to establish or maintain vistas and provide fire protection. These areas may include subsurface improvements that are appurtenant to the development such as septic systems, wells, and water pipelines. Agricultural and passive recreational uses may also be allowed outside of
the designated Building Envelope subject to requirements of law, these covenants and applicable deed restrictions.

(6) For the lots in Cluster A (known as the Lagoon Ridge East lots) and lots in Cluster B a minimum of twenty-five (25) feet is established as a required setback between Building Envelopes and neighboring properties, whether within Lagoon Ridge or on an abutting parcel. Plantings of trees and shrubs within such buffer zones is encouraged and restricted to non-invasive species as defined above.

(7) Height of structures on all lots shall be subject to the Oak Bluffs Zoning By-laws and the Building Code. In no event shall a structure on a lot, except chimneys and antennae servicing living units, exceed thirty-two (32) feet in height measured from the mean of the contiguous, adjacent ground level.

(8) No more than three (3) motor vehicle parking spaces per residential unit shall be allowed on any lot unless screened from any point outside the boundaries of the lot. This provision shall not be construed to prohibit occasional visitors from parking on lots for brief periods of time (e.g. during social events). Parking areas shall be unpaved and permeable unless paving is required to accommodate senior residents or to comply with the law including the Americans with Disabilities Act.

(9) No unregistered vehicles, equipment or material shall be placed or stored on any lot except:

   (a) Equipment or material for use in connection with the construction or maintenance of a living unit or amenities appurtenant thereto and permitted hereunder upon a lot, except that construction materials and/or vehicles shall not be stored on a lot for longer than eighteen (18) months at a time;

   (b) Unregistered vehicles, equipment and materials not visible from any point outside the boundaries of the Lot; and

   (c) Equipment and machinery which is part of an ongoing residential business permitted by right under the Oak Bluffs By-law including farming activities.

(10) Unless permitted by zoning rules that allow for their use, no mobile home, either with or without wheels, shall be permitted upon any lot except for the temporary installation on a lot in connection with a construction project and the said trailers shall not be kept on the lot for longer than eighteen (18) months at a time.

(11) In order to preserve dark skies to foster visibility of the stars and assist in the survival of rare moths:

   (a) no exterior lighting or lamp, whether attached to any structure or maintained within the Building Envelope, shall shine in a direction higher than 45° above grade;
(b) all outdoor lamps or lights shall be shall be shielded and placed or mounted so that no lamp or light is higher than eight feet above the mean vertical grade;

(c) the use of low wattage, energy efficient bulbs is encouraged, and no single exterior light fixture shall have a rating of more than 75 watts. Sodium/mercury vapor or metal halide lamps or lights are expressly prohibited;

(d) where possible, exterior lighting shall employ fixtures of a type, height, location, brightness and direction that such light sources are not exposed to normal view from adjoining properties and shall be either motion sensitive or on timers to ensure that they are turned off when not necessary;

(e) exterior lighting shall not be used to highlight the facade of any structure or trees and plantings unless such lighting is required by the Americans with Disabilities Act or the Massachusetts Building Code (780 C.M.R. 1313); and

(f) there shall be no street lights.

(12) Except as authorized by the Association, no signs shall be permitted on any lot with the exception of political campaign signs except for one sign not over 1 and 1/2 square feet in area indicating, at the Owner's option, the owner's name, occupation and/or the name and street address of the lot.

(13) All garbage, trash and rubbish placed outdoors shall be kept in covered containers protected from animals and screened from view from outside the boundaries of the lot.

(14) Stands and groves of pitch pine may provide habitat for the threatened Imperial Moth and Owners are encouraged, though not required, to selectively protect and preserve these trees.

(15) Wastewater Disposal and Treatment: All structures on all building sites shown on the Plan are required to install or be connected to either nitrogen reducing septic systems that meet required metrics to protect Lagoon Pond from further eutrophication, in the case of those lots in Cluster A (Lagoon Ridge East), or the Shared System, in the case of lots in Cluster B and Cluster C. Any specific contract and/or maintenance manual designed to accomplish these purposes and approved by the Oak Bluffs Health Department must be signed by each Lot Owner as a prior condition for any building proposal to be accepted for review by the ARC.

(16) The following prohibited uses are imposed upon the Lots in Cluster A:

(a) underground fuel tanks;

(b) chemical treatment of septic systems; and
m. **Senior Housing.** In Cluster C at least six (6) dwelling units will be built specifically for older, “over-55” residents. These homes will incorporate design elements based on universal-design principles adapted for persons with mobility limitations and are for “aging in place.” Guidance from the MVC and Town of Oak Bluffs for maintaining these homes to be used by age-qualified buyers over time will be forthcoming and is hereby incorporated into these covenants. The ARC will be responsible for reviewing the plans for dwellings designated as senior housing in Lagoon Ridge with reference to said requirements once they are established by local authorities.

n. **Use of Common Lands and Non-Residential Lots.** Any lands shown on the Plan as common lands or “Open Space”, or hereafter added to these areas, shall be managed by the Association for passive recreation and such other purposes as shall comply with requirements of law. Any structures to be built appurtenant to said uses shall require an affirmative vote of the Association. Any significant changes to vegetation patterns on the common lands shall require an affirmative vote of the Association, shall specifically exclude invasive plant species and shall comply with all other requirements of law.

o. **Specific Prohibitions.**

   (1) Use of pesticides, herbicides and fertilizers shall be prohibited except as part of ongoing agricultural activities, or to control invasive or noxious vegetation such as poison ivy, all subject to municipal regulations and any other legal requirements. Any fertilizers containing nitrogen compounds must be formulated as slow-release products, used in their minimally-effective concentrations, and applied in accordance with all pertinent local ordinances.

   (2) No activity will be undertaken which will disturb any known or suspected archaeological site on the property. Any newly discovered site shall be protected by immediately stopping excavation and all work that would disturb the site and promptly notifying the the Massachusetts Historic Commission and other appropriate authorities.

   (3) To limit offensive construction noise, exterior construction and the use of heavy equipment shall be restricted to the hours of 7:00 a.m. to 7:00 p.m. throughout the Lagoon Ridge subdivision.

IV. **ACCESS EASEMENTS**

a. Each Lot shown on the Plan shall have the benefit of an appurtenant perpetual right and easement to use the ways shown on the Plan for passage by any means and for all purposes for which streets and ways may now or hereafter be used in the Town of Oak Bluffs. In the case of Cluster B and Cluster C (Lots 1 through 19 as shown on the Plan), such right and easement is to use “Double Ox Road” and “Hope’s Way,” both as shown on the Plan, for access to and from Barnes Road, subject to such restrictions as the Lagoon Ridge Association may from time to time impose to reasonably regulate speed and travel for the common good. In the case of
Cluster A (Lots 20 through 23 as shown on the Plan), such right and easement is to use “Sage’s Way” as shown on the Plan to connect to Sage’s Way and Pondview Drive in the abutting “Pondview” subdivision for access to and from Barnes Road, subject to such restrictions as the Vineyard Hills Homeowners Association, Inc. and Lagoon Ridge Association may from time to time impose to reasonably regulate speed and travel for the common good. Except as hereinafter provided, all such ways shown on the Plan shall be maintained by the Lagoon Ridge Association in accordance with the roadway design approved by the Oak Bluffs Planning Board and Martha’s Vineyard Commission for Lagoon Ridge.

b. The Declarant reserves the right to install and maintain all public utilities in, over, under, along and upon the private ways as shown on the Plan; reserving also to the Declarant the right to grant easements to public service corporations for the installation and maintenance of such public utilities in, under and upon said private ways; reserving also to the Declarant the title to all public utilities within said private ways. The Declarant further reserves the right for itself, its successors and assigns, (i) to grant to others such further easements, licenses and rights in the roads and ways shown on the Plan as it may deem necessary in the circumstances; and (ii) to impose for the common benefit of the Lot Owners within Lagoon Ridge easements upon any lot or lots common driveways servicing two or more lots.

c. The Declarant shall construct a Shared System for enhanced nitrogen wastewater treatment to be located to the north of the terminus of Double Ox Road in the area shown on the Plan as “Shared System,” which system shall be for the use and benefit of all of the Lots in Cluster B and Cluster C. The Owners of each of the Lots in Cluster B and Cluster C shall have the perpetual right and easement to connect to the lines for the Shared System to be installed in Double Ox Road and Hope’s Way for service to each of such Lots. The annual costs of the operation and repair and maintenance of the Shared System shall be a common charge of the Association to be paid by and assessed to each of the Lot Owners in Cluster B and Cluster C based on a fraction of which the number of bedrooms on any one Lot is the numerator and the total number of bedrooms serviced by such system is the denominator. Further provisions regarding the Shared System are set forth in a certain “Grant of Title 5 Covenant and Easement for Lagoon Ridge Subdivision as Provided by 310 CMR 15.290(2)(e)” given by the Declarant to the Oak Bluffs Board of Health to be recorded with Dukes County.

d. Reserving to the Declarant the right to grant such easements to the Oak Bluffs Water District as may be necessary for the installation of underground water main(s) in (i) Double Ox Road, Hope’s Way and Sage’s Way, and (ii) the “Proposed Oak Bluffs Water Company 25 ft. R.O.W. and Emergency Vehicle Path” as shown on the Plan and running from the terminus of Double Ox Road to the terminus of Sage’s Way and continuing to the abutting land of the Meadow View Property Owner’s Association. Maintaining the Emergency Vehicle Path is a continuing obligation of the Association once established.

e. Residential lots and building sites in the subdivision shall have the benefit of appurtenant easements to use non-residential and common areas for such purposes as walking, horseback riding, bird-watching, bicycle riding and other similar passive recreational activities,
under regulations established by vote of the Association, and in those areas designated by vote of the Association.

f. An area within the layout of Double Ox Road at the intersection of Barnes Road shall be reserved for the purpose of establishing and maintaining a parking area for short-term use by the lot owners, their tenants and guests for mailboxes, picking up children from school buses, utilizing public transportation, carpooling and the like.

g. Lagoon Ridge, as part of the development and review process, agreed to grant an easement to the Town of Oak Bluffs for a twenty (20) foot bikeway along Barnes Road which is a continuing obligation of the Association once established.

h. There is hereby granted to the Inhabitants of the Town of Oak Bluffs the perpetual rights and easements to use for passive recreational purposes and passage by foot, horseback or by bicycle: (i) an eight (8) foot wide easement for “Jib Stay Trail” as shown on the Plan, and (ii) a ten (10) foot wide easement for the “Bar Rail Trail,” also known as the “Ancient Way,” and shown on the Plan. Maintaining these trails and signage, if any, is a continuing obligation of the Association once established.

V. GENERAL

a. Enforcement. The provisions hereof may be enforced by the Declarant, by its successors in interest and assigns, and by the Owners from time to time of any Lot shown on the Plan, through civil action in any court of competent jurisdiction, or by administrative proceeding before any appropriate authority.

b. Rules and Regulations. Subject to the provisions of this Declaration, the Association’s Board of Directors may from time to time adopt, amend and repeal rules and regulations governing, among other things, Architectural Review Committee guidelines and specifications including, but not limited to, (i) the review, approval or disapproval of plans required to be submitted by Lot Owners, (ii) the administration of plan review and approval and (iii) the sufficiency or form of plans and specifications submitted to the Architectural Review Committee, and the use of any Common Areas and ways under the jurisdiction of the Association. Such rules and regulations may also include parking restrictions and limitations, limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to enter and use such Common Areas and/or ways, and restrictions on the maintenance or landscaping thereof. A copy of such rules and regulations as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner or recorded at the Dukes County Registry of Deeds. Recording will not be required and whether recorded or not, such rules and regulations shall have the same force and effect as if they were set forth in and were apart of this Declaration.

c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions, which shall remain in full force and effect.
d. **Amendment.** (1) this Declaration may be amended or supplemented from time to time by written instrument executed and acknowledged by the Declarant or by vote of two-thirds (2/3) of the members of the Association, such amendment to become effective prospectively upon recording of same in the Duke’s County Registry of Deeds; and (2) the Plan may be amended as aforesaid, subject to the requirements of the Massachusetts subdivision control law and the rules and regulations of the Oak Bluffs Planning Board.

e. **Recording and Term.** The provisions of this Declaration shall run for a period of thirty (30) years from the date of recording and may be extended for such additional periods as provided under M.G.L. c. 184, §§26-30. This Declaration, including subsequent amendments, may be re-recorded by the Association at such intervals as may be necessary to ensure these covenants shall continue in full force and effect.

EXECUTED as a sealed instrument this ___ day of ________________, 2016.

Lagoon Ridge LLC

by:_________________________________

David A. Danielson, its Manager

COMMONWEALTH OF MASSACHUSETTS

Dukes, ss.

On this _____ day of ________________, 2016, before me, the undersigned notary public, personally appeared David A. Danielson, proved to me through satisfactory evidence of identification, which were ________________________________, 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 Manager of Lagoon Ridge LLC.

____________________________

Notary Public - Eric L. Peters

My commission expires: