

Dukes County Registry of Deeds
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Dukes County Registry of Deeds
Paulo C. DeOliveira, Register
81 Main Street
PO Box 5231
Edgartown, MA 02539
508-627-4025
www.Masslandrecords.com

GRANT OF RESTRICTION

STILLPOINT MEADOWS, LLC, a limited liability company organized and existing under the laws of the State of Florida, and registered to do business in the Commonwealth of Massachusetts, with an address c/o Law Offices of John E. Moore, III, 3240 Cardinal Drive, Suite 200, Vero Beach, Florida, 32963 (the "Grantor"), owner of a certain parcel of land located in the Town of West Tisbury, County of Dukes County, Commonwealth of Massachusetts, more particularly described as being "Lot A" on a certain plan of land entitled "Priester's Pond, Plan of Land in West Tisbury, Mass., surveyed for Mill Brook Associates", dated March 17, 1988, revised March 30, 1988, and further revised June 29, 1988, by Vineyard Land Surveying, Inc. filed at the Dukes County Registry of Deeds as West Tisbury Case File No. 381 (the "Plan"), title to which was acquired by Grantor in deed of George Szakacs, Trustee dated December 24, 2007 and recorded in the Dukes County Registry of Deeds in Book 1140, Page 228 (the "Grantor's Property"),

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, and all successor title holders of said Lot A,

hereby declares, covenants and conveys to and for the benefit of **WILLIAM CAVANARO and CYNTHIA CAVANARO** of 108 Elm Street, #3, Cohasset, MA 02025, their heirs, successors and/or assigns (the "Grantee"), as the owners of that certain parcel of real property in West Tisbury, County of Dukes County, Commonwealth of Massachusetts adjacent to Lot A, being more particularly described as being Lot 1 on the Plan, title to which was acquired in deed of Grantor dated September 10, 2021, recorded herewith (the "Grantee's Property"), that Grantor's Property shall be retained in its existing natural, scenic and undeveloped condition, and that no use or change shall be made by Grantor that would impair or interfere with it remaining in such condition, except as expressly permitted herein; and that it shall be subject to the following specific restrictions:

Lot A shall be perpetually devoted to maintaining the existing natural character of the landscape by preventing unpermitted clearing or development. Lot A shall provide the amenity of open space and a buffer between neighbors. Grantor agrees that no easements, licenses or other authorizations to use Lot A shall be granted to third parties, and that use of and entry onto Lot A shall be solely by the owners of Lots 1 and 2 on the Plan, their family members, employees, house guests, and invitees, subject to the terms hereof.

Subject to the exceptions set forth herein, the Grantor will not perform or permit, or allow others to perform or permit, the following acts and uses which are prohibited on, above, and below the Grantor's Property:

1. No improvements of any kind or additions or alterations thereto shall be made, erected, placed or allowed to stand, except as otherwise provided or allowed herein, including but not limited to 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, solar panel, solar array, or other temporary or permanent structure;

2. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, débris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks, excepting herefrom the underground propane tank servicing Lot 2 on the plan, which is located partially on Lot A and Lot 2; or
4. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, motorized trail bikes, or any other motorized vehicles except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;

The Grantor reserves the right to conduct or permit the following activities and uses:

1. Mowing, a maximum of two (2) times a year, as well as cutting, pruning and removal of vegetation, is permissible, as necessary to maintain the existing natural meadow and landscape.
2. Continued maintenance of the existing or replacement utility lines and transformer boxes; and
3. Improvements relating to the maintenance of the existing trails and the roadway area and its appurtenances shown on the Plan as "20 ft driveway easement to Lot 1", including any such drainage as the Town of West Tisbury may deem appropriate. The Grantee shall be responsible for any and all maintenance to the aforesaid driveway on Lot A servicing Lot 1, including but not limited to maintenance of the road surface, associated clearings of the roadway, and drainage structures.
4. Maintenance and replacement of fencing, if desired; fencing being solely split rail and not stockade.
5. Lot A shall be devoted to open space and use of the walking trails as currently exist, for the benefit of Lot 1 and Lot 2 on the Plan.

This Restriction shall be deemed to run with the land, shall burden Lot A, and be binding upon the Grantor, the Grantee, and their respective successors and assigns, and shall benefit Lot 1 and Lot 2, and be enforceable by the parties and their heirs, devisees, executors, administrators, successors and assigns.

This Restriction shall be binding upon the parties hereto, and Grantor and Grantee acknowledge and agree that to the extent that any provision contained in this Grant of Restriction is deemed to constitute a restriction subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then such restriction shall be binding upon the parties hereto, their heirs, successors and/or assigns, for a term of one hundred fifty (150) years beginning on the date of the recording of this Grant of Restriction 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 Grant of Restriction shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its choice of law principles. The parties, for themselves and their successors in interest, each consent and submit to the jurisdiction of the Massachusetts Superior Court, sitting in Dukes County, and the United States District Court for the District of Massachusetts, sitting in Boston, for the purposes of any judicial proceedings that are permitted to be brought under this Agreement. In any such actions, the parties irrevocably waive any objection to jurisdiction and venue placed in such courts.

This Agreement is the product of drafting by both parties, and its provisions have been the subject of mutual consultation and agreement. The parties agree that the general rule of construction that provisions of written agreements are to be strictly construed against the drafting party shall not be applied to this Agreement. This Agreement shall constitute the entire agreement between the parties hereto. Any amendment hereto shall be in writing and shall be executed by all the parties hereto.

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EXECUTED as a sealed instrument this 10 day of September, 2021.

By: [Signature]
John E. Moore, III, its Manager

GRANTEE:

William Cavanaro

Cynthia Cavanaro

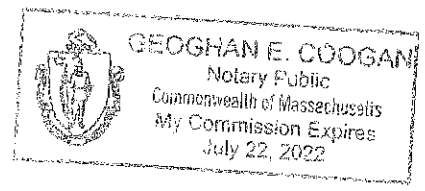
STATE OF FLORIDA MA

Dukes County, ss.

On this 10 day of September, 2021, before me, the undersigned notary public, personally appeared John E. Moore, III, Manager of Stillpoint Meadows LLC, proved to me through satisfactory evidence of identification of the principal, which was [Signature] to be the person whose name is signed on the preceding or attached document, and signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and on behalf of the said Stillpoint Meadows LLC.

[Signature]
Notary Public
My commission expires:

AFFIX :
NOTARIAL :
SEAL :




EXECUTED as a sealed instrument this 10 day of September, 2021.

GRANTOR:
STILLPOINT MEADOWS LLC:

By: _____
John E. Moore, III, its Manager

GRANTEE:



William Cavanaro



Cynthia Cavanaro

STATE OF FLORIDA

_____ County, ss.

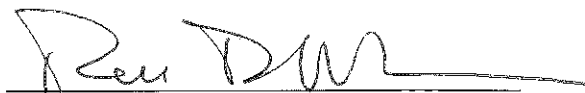
On this _____ day of September, 2021, before me, the undersigned notary public, personally appeared John E. Moore, III, Manager of Stillpoint Meadows LLC, proved to me through satisfactory evidence of identification of the principal, which was _____ to be the person whose name is signed on the _____ {insert type of identification provided} preceding or attached document, and signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and on behalf of the said Stillpoint Meadows LLC.

Notary Public

COMMONWEALTH OF MASSACHUSETTS

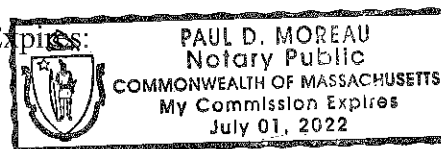
County of Dukes County

On this 10 day of September, 2021 before me, the undersigned notary public, personally appeared Cynthia and William Cavanaro, proved to me through satisfactory evidence of identification, which were drivers 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 as their free act and deed.



Notary Public

My Commission Expires:



ATTEST: Paulo C. DeOliveira, Register