



2020 00165570
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First Amendment
 to Declaration of Trust, etc.
 LAND COURT, BOSTON. The Land Amendment
 herein described will be shown on
 our approved plan to follow as not
 (approved for lot descriptions only)
 JUN 25 2020
 16514- 918, 920, 934, 935
 Plan 117 Lots 939, 955, 936, 937
 (EXAMINED AS DESCRIPTION ONLY)
 CHIEF SURVEYOR SP

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

The undersigned, being the Developer as defined in that certain Declaration of Covenants, Restrictions, and Easements (the "Declaration"), dated May 7, 2018, registered with the Nantucket Registry District as Document No. 158440 pursuant to Section 6.01 thereof and all other authority retained by Developer, hereby amends the Declaration as follows:

1. Section 1.02 of Article One is deleted in its entirety.
2. Section 1.03 of Article One is deleted in its entirety.
3. Section 1.04 of Article One is deleted in its entirety.
4. Section 1.05 of Article One is deleted in its entirety.
5. Section 1.27 of Article One is deleted in its entirety and replaced with the following new Section 1.27:

1.27. "Roadway Restricted Lot". Lot 908 as shown upon Land Court Plan 16514-113, Lots 918, 920, 933, 934, 938, and 939 as shown upon Plan 16514-117, and Lots 1013, 1014, and 1015, as shown upon Land Court Plan 16514-133.

6. Section 1.31 of Article One is deleted in its entirety and replaced with the following new Section 1.31:

1.31. "Lilac Court". Lot 955, as shown upon the Plan, which shall be owned by the Association, as now existing or hereinafter constructed, extended, or relocated.

7. Section 1.32 of Article One is deleted in its entirety and replaced with the following new Section 1.32:

1.32. "Lilac Lot". Each of Lots 934 through 938, inclusive, as shown upon the Plan.

8. Section 1.33 of Article One is deleted in its entirety and replaced with the following new Section 1.33:

First Amendment to Declaration
of Trust, etc.

Amendment
LAND COURT, BOSTON. The Land
herein described will be shown on
our approved plan to follow as

(approved for lot descriptions only)

JUN 25 2020

16514- 1013, 1014 &
133 Lot 5 1015
Plan (EXAMINED AS DESCRIPTION ONLY)
CHIEF SURVEYOR STL

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

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4. Section 1.05 of Article One is deleted in its entirety.
5. Section 1.27 of Article One is deleted in its entirety and replaced with the following new Section 1.27:

1.27. "Roadway Restricted Lot". Lot 908 as shown upon Land Court Plan 16514-113, Lots 918, 920, 933, 934, 938, and 939 as shown upon Plan 16514-117, and Lots 1013, 1014, and 1015, as shown upon Land Court Plan 16514-133.
6. Section 1.31 of Article One is deleted in its entirety and replaced with the following new Section 1.31:

1.31. "Lilac Court". Lot 955, as shown upon the Plan, which shall be owned by the Association, as now existing or hereinafter constructed, extended, or relocated.
7. Section 1.32 of Article One is deleted in its entirety and replaced with the following new Section 1.32:

1.32. "Lilac Lot". Each of Lots 934 through 938, inclusive, as shown upon the Plan.
8. Section 1.33 of Article One is deleted in its entirety and replaced with the following new Section 1.33:

1.33. "Lilac Restricted Lot." Lots 905 and 906, as shown upon Land Court Plan 16514-113.

9. All references in the Declaration to Yarrow Court, any Yarrow Lot, and any Yarrow Restricted Lot shall instead be deemed to refer to Lilac Court, a Lilac Lot, and a Lilac Restricted Lot, respectively.

10. Section 3.01B is deleted in its entirety.

11. Article Four is deleted in its entirety and replaced with the following new Article Four:

ARTICLE FOUR Restrictions

4.01. General. The Land, or only certain Lots if so specified, shall be subject to the following Restrictions, as set forth in this Article Four.

4.02. Restriction Against Subdivision. No Lot shall be divided or subdivided into additional lots or parcels, including any subdivision as may otherwise be permitted under the Nantucket Housing Needs Program described in Section 139-8(B) and 139-8(C) of the version of the Zoning Bylaw now in effect; provided, however, that this shall not prohibit division of a Lot or Lots into separate parcels for the purpose of effecting boundary line changes not creating additional building lots within the Land.

4.03. Restriction Upon Non-Building Lot. The Non-Building Lot shall be used for construction of any structure, and shall be owned by the Association.

4.04 Restrictions Upon Building Lots. Not more than one dwelling shall be permitted upon each Building Lot. All dwellings within the Land shall be single-family dwellings unless otherwise permitted by the Developer in writing. No Building Lot shall contain a tertiary dwelling unit; contain one or more duplex dwelling units if such Building Lot is a Duplex Restricted Lot; or with the exception of single-story outbuilding(s), shed(s), stable(s), private single bay garage structure(s), studio(s), or fences, and other improvements not constituting structures within the meaning of the Zoning Bylaw, be used for construction of any structure within the Buffer Zone. Owners and other persons in possession of any Building Lot shall be prohibited from placing or causing to be placed, or moving upon or causing to be moved upon any Building Lot an existing structure to be occupied as a primary or accessory dwelling, unless such structure so moved on is a new modular dwelling and only after plans and specifications describing such structure's nature, kind, shape, height, materials, structural soundness and architectural appropriateness have been approved by the Developer, which approval Developer may withhold if in the opinion of the Developer the structure is not suitable or desirable for aesthetic or other reasons, and in so passing upon such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the materials of which it is constructed and the harmony thereof with the surroundings and the effect of the structure on the outlook or appearance of the neighboring properties. Not in limitation of the foregoing, no construction or installation of any structure, fence, or landscaping feature, nor alteration to any existing structure,

fence, or landscaping feature, shall take place upon any Building Lot until plans for such construction, installation, or alteration have been approved by the Association, or by a Design Review Committee ("DRC") designated and appointed by the Association; provided, however, that the Developer shall act as the DRC until each of the Lots has been sold and conveyed (to a person or entity other than a successor Developer) by the Developer or a successor Developer. Any request for approval of plans shall contain elevations for all proposed structure, including all outbuildings, and detailed landscaping plans, and shall be accompanied by a filing fee of \$200.00 or such other amount as shall from time to time be stabled by the Association, or the DRC, as the case may be. The review by the DRC shall be limited to exterior appearance of the structures and the Building Lot, including all driveways, walks, fences, gazebos, arbors, patios, walkways, exterior lighting, plantings, and steps. The DRC shall review all applications with regard to the provisions of any and all regulations or publications adopted or issued by the HDC, including "Building with Nantucket in Mind".

4.05. Restriction Upon Bedrooms. No Building Lot, irrespective of the number of structures thereupon, shall contain more than four (4) bedrooms, except as may be approved by the Association and the Planning Board in accordance with the Decision.

4.06. Access Restrictions. The Land shall be subject to the following access restrictions: (i) the Owner of an Aster Restricted Lot shall not utilize Aster Court for passage or repassage by vehicle to any Aster Restricted Lot and no portion of any Aster Restricted Lot shall be cut, improved or constructed to provide access by vehicle to Aster Court; (ii) the Owner of a Lilac Restricted Lot shall not utilize Lilac Court for passage or repassage by vehicle to any Lilac Restricted Lot and no portion of any Lilac Restricted Lot shall be cut, improved, or constructed to provide access by vehicle to Lilac Court; (iii) with the exception of certain permanent easements granted to the Owner's thereof, the Owner of a Roadway Restricted Lot shall not utilize the Roadway for passage or repassage by vehicle to any Roadway Restricted Lot and no portion of any Roadway Restricted Lot shall be cut, improved, or constructed to provide access by vehicle to any Roadway Restricted Lot; and (iv) the Owner of Lot 930 shall utilize Sandplain Drive for passage and repassage by vehicle only, and no portion of Lot 930 shall be cut, improved, or constructed to provide access by vehicle to Beach Grass Road.

4.07. Leasing Restrictions. No Owner shall lease, or grant any other possessory or occupancy interest, in any dwelling or other occupiable structure on any Lot, unless by written instrument whereby the term of possession or occupancy so granted is not less than thirty (30) calendar days. Any such instrument shall restrict further subletting for periods of less than thirty (30) days.

4.08. Miscellaneous Restrictions. The following uses and activities shall be prohibited upon all portions of the Land:

(a) All commercial activity of any nature or type (including customary home occupations as defined in the Nantucket Zoning Bylaw as now in or hereafter in effect), excepting the use of a room for the private home office of an occupant;

(b) Window air conditioning units shall be prohibited from installation in windows within any street facing façade or elevation of a building;

(c) Tents, as now or hereafter defined in the Nantucket Zoning Bylaw, are prohibited at all times and for all durations of time;

(d) exterior laundry drying facilities, unless screened from view;

(e) Scallop Shanties;

(f) Removal of loam, sand, or gravel, from any Lot, except that resulting from landscaping or permitted construction upon such Lot;

(g) Keeping of animals upon any portion of the Land, except for customary domestic pets, which shall be kept on a leach or in an enclosure at all times, and no pet or animal permitted to be kept upon the Land pursuant to this Declaration shall be permitted to be left outside any dwelling or building unattended by its owner;

(h) Unscreened surface parking of commercial vehicles and outdoor storage of boats or trailers of any type, and of unregistered motor vehicles;

(i) Temporary structures, other than those necessary and used in the course of construction of permanent buildings, which temporary structures shall be removed immediately upon completion of the building operations;

(j) Above-ground fuel tanks, unless screened by vegetation so as to be shielded from the view of abutters;

(k) Signs of any kind, except quarterboards giving the name of the house;
and

(l) Vehicle parking areas in front of the dwelling on any Building Lot.

4.09. Connection to Municipal Water and Sewer. All dwellings upon any Building Lot shall be connected to municipal water and sewer services.

4.10. Restrictions in Gross. The Association shall have the right, to be held in gross and not as appurtenant to any real property interest, to enforce all of the Restrictions.

4.11. Appurtenant Restrictions. The Owner from time to time of each Building Lot shall have the right to enforce each of the restrictions hereunder.

4.12. Restrictions Enforceable by Town. The Developer, or thereafter the Association, such easements as are necessary or appropriate for the maintenance of the Roadway and any Association property or other common elements within the development and shall have the right to grant to the Town, acting by and through the Planning Board, the right to enforce any or all of the Restrictions. Such grant shall be in the form of a writing signed and acknowledged on behalf of the Developer, or the Association, and accepted in writing by the signatures of a majority of the members of the Planning Board and registered with Nantucket Registry District of the Land Court. Upon the registration of such a grant with Nantucket Registry District of the Land Court, no provision hereof relating to any Restriction, the right of enforcement of which has been granted to the Town, may be amended without the written and registered consent of a majority of the Planning Board.

4.13. Duration of Restrictions. The rights of enforcement of the Restrictions held in gross and as appurtenant to the Building Lots, except the rights of enforcement assigned to the Town which shall be permanent, shall expire upon April 1, 2048, unless a notice of extension of restriction in accordance with Massachusetts General Laws, c. 184, §27, is registered with Nantucket Registry District on or before April 1, 2048, in which event the term for enforcement of such right shall be extended for a period of twenty (20) years; and in the event of such extension, such right of enforcement may be extended for further successive periods of twenty years by the filing of further notices of extension, all as permitted by applicable law as now in force or as hereinafter amended.

4.14. Form of Notice of Extension of Restrictions. Any notice of extension of the Restrictions to be filed for record hereunder shall (a) be signed by a person or persons then entitled of record to the benefit of the Restrictions and shall contain a description of their benefited land, if any, (b) shall describe the Land, (c) shall name one or more of the persons appearing of record to own each portion of the Land at the time, and (d) shall refer to this instrument and its place of recording in the public records.

4.15. Enforcement by Judicial Proceedings. Any party entitled to enforce any of the Restrictions shall have the right to enforce the same by securing injunctive relief from a court of competent jurisdiction and shall have the right to recover money damages by reason of any violation of any of the Restrictions.

4.16. Restrictions to Run with Land. Upon the registration of this instrument with Nantucket Registry District of the Land Court, the Restrictions and all other provisions of this instrument shall run with and bind the Land and every portion thereof.

4.17. Release or Waiver of Restrictions. The Developer, so long as the Developer (including any successor Developer) shall own any Lot, and thereafter the Association, shall have the right to release, waive or modify any restriction hereunder, except those restrictions the right of enforcement of which has been granted to the Town of Nantucket, acting by and through its Planning Board as set forth in Paragraph 4.11 hereof.

12. New Section 5.07 shall be added to Article Five as follows:

5.07. Rules and Regulations. The Association, in accordance with the Declaration of Trust, shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend, and rescind reasonable rules and regulations, consistent with this Declaration governing the uses and activities permitted, prohibited, and limited upon the Land, including (but without implied limitation) parking on the Roadway (Beach Grass Road) and Sandplain Drive, and the proper collection and disposal of pet waste. The Association shall have the power to levy fines against the Owners for failure to comply with the provision of this Declaration or any rules or regulations promulgated hereunder or pursuant to the Trust, such fines not to exceed One Hundred and no/100 (\$100.00) Dollars for any one violation, but each day a violation continues after notice being considered a separate violation. Fines may be enforced against the Owners involved as an assessment owed by the Owner under this Article Five.

In all other respects, the Declaration remains in full force and effect.

Executed as a sealed instrument as of June 18th, 2020.

RICHMOND GREAT POINT DEVELOPMENT, LLC, a
Delaware limited liability company,

By:

Philip Pastan, its Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

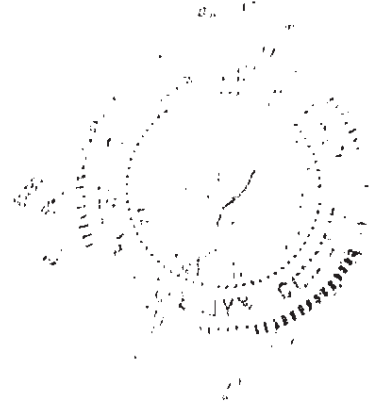
6/18, 2020

Then personally appeared the above-named Philip Pastan, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Richmond Great Point Development LLC, before me,

[Signature]
Notary Public
My commission expires:



Kathryn A. Foss
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
11/24/2024



DOC No: 00165570

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Jun 29, 2020 at 03:12P

Document Fee: 735.00 Rec Total: \$3,997.

CERTIFICATE No: 24872



My Commission Expires 11/30/2024
NOTARY PUBLIC
Commonwealth of
Massachusetts
Kathryn A. Foss