1/96 ✓ 12.5 % ground cover permitted

Restrictions

MOORS END LANE & SHEEP COMMONS LANE
NANTUCKET, MASSACHUSETTS

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, EASEMENTS & HOMEOWNERS ASSOCIATION
RUNNING WITH THE LAND

This Amended and Restated Declaration is made as of this ____ day of _____, 1992 by Robert F. Mooney, Trustee of Blueberry Pasture Realty Trust, u/d/t dated June 20, 1989, recorded in Book 327, Page 186 at the Nantucket Registry of Deeds and registered as Document No. 47582 at the Nantucket County Registry District of the Land Court, (the "Developer") and is intended to be recorded with the Nantucket County Registry of Deeds and the Nantucket County Registry District of the Land Court the ("Registry of Deeds), Nantucket, Massachusetts.

WITNESS THAT:

WHEREAS, Developer is the owner of the real property (the "Property") in Nantucket described in Article I and desires to create thereon a residential community to be known as Moors End Lane & Sheep Commons Lane Association with commonly owned private ways, utilities and services;

WHEREAS Developer, in order to enhance the scenic and recreational enjoyment and appurtenances of the residential community hereby created, shall convey a portion of the Property consisting of Lots 12 and 13 as shown on Land Court Plan No. 39853-B and Lots 10 and 11 as shown on Land Court Plan No. 36941-F, and Lot 23 as shown on Plan File 37-D, recorded in the Nantucket Registry of Deeds, (collectively, the "Open Space Lots") to the Nantucket Islands Land Bank (the Land Bank");

WHEREAS Developer, in order to provide for the preservation of said common facilities, desires to subject the Property to certain restrictions and assessments for the benefit, protection, safety, and convenience of each owner (the "Owner(s)") of a residential lot (the "Lot(s)") located within the Property and for the benefit of the Land Bank as owner of the Open Space Lots;

WHEREAS, the Land Bank shall hold and manage the Open Space

Lots for the benefit and use of the Owners in common with the general public;

WHEREAS Developer intends to create by this instrument an association of the Owners (the "Association) which would have the authority to administer all restrictions and collect and disburse any assessments;

NOW, THEREFORE, Developer hereby declares that each Lot and Open Space Lot shall be held, sold, transferred, and occupied subject to the terms of this Declaration and that an Association shall be created and have authority as hereinafter described.

ARTICLE I

Property Subject to this Declaration

Section 1. The Property subject to this Declaration is shown as Lots (1 through 13), on a plan entitled "Plan of Land of Blueberry Pasture in Nantucket, Massachusetts", prepared by Daylor Consulting Group, Inc., dated January 7, 1990 and registered with the Nantucket Registry District of the Land Court as Land Court Plan No. 39853-B (hereinafter "Moors End Lane"), and Lots (10 through 22) on a plan entitled " Plan of Land of Blueberry Pasture in Nantucket, Massachusetts", prepared by Daylor Consulting Group, Inc., dated January 7, 1990 and registered with the Nantucket Registry District of the Land Court as Land Court Plan No. 36941-F (hereinafter "Sheep Commons Lane") and Lot 23 on a plan entitled "Definitive Plan Open Space: Plan of Land Blueberry Pasture in Nantucket, Ma.", prepared by Daylor Consulting Group, Inc., dated June 21, 1989 and revised November 17, 1989 and recorded in the Nantucket Registry of Deeds as Plan File 37-D , (collectively, the "Plans"), and such other property as may be made subject to this Declaration by an instrument recorded with the said Deeds.

ARTICLE II

Property Restrictions and Easements

Section 1. Private Ways. The private ways to be constructed on the Property are designated on the Plans as "Moors End Lane & Sheep Commons Lane". Each Lot and Open Space Lot and the Association and the Land Bank shall have the perpetual right and appurtenant easement in common with others lawfully entitled thereto to use said private ways for all purposes for which roads

are commonly used in the Town of Nantucket; provided however that the aforesaid right and easement of the Open Space Lots and the Land Bank shall be limited to pedestrian travel and use by maintenance or emergency vehicles. Parking of vehicles on said private ways, however, shall be subject to the rules and regulations of the Association.

Section 2. Utility Easements. Each Lot and the Association shall have the benefit of an easement in common with other Lots to connect into pipes, wires, cables and lines located in the private ways to obtain electricity, telephone, cable television service or any future water, sewer or other utility services. The Developer reserves the right to grant easements for utility services to suppliers of same within Moors End Lane and Sheep Commons Lane.

Section 3. Access Easement. Each Lot and the Association shall have the perpetual right in common with the Land Bank and its invitees to use a 12 ' wide access easement across Lot 17 as shown on the plan of Sheep Commons Lane for access by foot, horseback or bicycle to and from the Open Space Lots. In addition, the Land Bank shall have the right to traverse the 12 foot wide access easement by vehicle for the purpose of brush cutting, funding of which is an affirmative obligation of the Association as later set forth in this instrument.

Section 4. Open Space Lots

A. Allowable Uses. The Owners shall have rights in common with others to use the Open Space Lots for the activities listed below, pursuant to and subject to rules and regulations adopted from time to time by the Land Bank Commission, consistent with the intent of this declaration:

1. Active & passive recreation, including hiking, horseback riding, bicycling, picnicking and the harvesting of natural berries.

Future changes in allowable uses which are inconsistent with the intent of this declaration shall require the prior written consent of the Association.

B. Maintenance of the Open Space Lots. The Land Bank and the Association agree that it is desirable to maintain the Open Space Lots in their current natural, open, and scenic condition. The Land Bank shall brush cut all or portions of the Open Space Lots on an annual or semi-annual basis, or use other reasonable means, to keep the Open Space Lots from becoming overgrown by scrub oak

trees or other encroaching vegetation. Notwithstanding anything to the contrary herein, all managerial decisions concerning the Open Space Lots, including without limitation the schedule of brush cutting or clearing, the areas to be cleared, and permitted uses of the Open Space Lots, shall be in the sole and final discretion of the Land Bank Commission in accordance with its statutory obligations, consistent with the intent of this declaration. Future changes in allowable uses and maintenance which are inconsistent with the intent of this declaration shall require the prior written consent of the Association.

Section 5. Maintenance and Costs.

A. Funding Maintenance of the Open Space Lots. In order to achieve the desired maintenance goals it shall be the affirmative obligation of the Association to fund the maintenance by the Land Bank of the Open Space Lots limited to the brush cutting of all or portions of the Open Space Lots on an annual or semi-annual basis or to use some other reasonable means (ie. burning) to keep them from becoming overgrown by scrub oak or other encroaching vegetation.

B. Maintenance of Common Facilities. The maintenance, repair, replacement or rebuilding of the private ways and the drainage structures, utilities and vegetation located within the ways (collectively the "Common Facilities") shall be performed by the Association. The costs of maintaining, repairing, replacing or rebuilding the Common Facilities and funding brush cutting or similar maintainance of the Open Space Lots shall be common expenses of the Association. Notwithstanding the foregoing, each Lot owner shall be responsible for the maintenance of the grass shoulder in front of his/her respective Lot on Moors End Lane and Sheep Commons Lane.

Section 6. Enforcement. The Association shall enforce each easement and restriction created by this Declaration and the costs, including legal fees, shall be a Special Assessment allocated as provided in Article IV.

ARTICLE III

USE RESTRICTIONS

Section 1. No dwelling shall be designed for or used by more than one family and no part of the Lot and no building or structure placed thereon shall be used in connection with or carrying on of any trade, service, business or occupation of any kind whatsoever, excepting customary home occupations as allowed by zoning in the Town of Nantucket.

Section 2. No temporary structures shall be built upon the

Lots other than those necessary and used in the course of construction of permanent buildings, and all such temporary structures shall be removed immediately upon completion of any building operation.

Section 3. No unregistered motor vehicles and no boats shall be stored or kept on the Lot, unless stored within a building.

Section 4. All permanent utility service facilities shall be laid underground and the ground surface be returned to its original condition after installation is completed.

Section 5. Any above ground fuel tanks shall be screened from the view of abutters.

Section 6. No animals other than commonly accepted domestic pets shall be kept on any Lots. No signs of any kind shall be displayed except on giving the name of the occupants or a "For Sale" sign.

Section 7. Nothing shall be done and no condition shall be allowed to continue which may be or become a nuisance. All Lots shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or a breeding place for rats or snakes, and after thirty (30) days notice to the owner, the Association shall have the right of entry on such Lots for the purpose of clearing away such accumulation, assessing the cost thereof against the owner.

Section 8. The Developer reserves the right to release in whole or in part any restriction or reservation under this Article III. The Developer further reserves the right to include in any contract or deed hereafter made with respect to any land abutting the Lot any additional restrictive covenents not inconsistent with these herein contained.

Section 9. These restrictions shall, insofar as permitted by law, be perpetual, and to that end may be extended by the Association at such times or in such manner permitted or required by law for the continued enforceability thereof.

ARTICLE IV

MOORS END LANE & SHEEP COMMONS LANE

BY-LAWS

Section 1. Organization. Developer hereby creates an

unincorporated association to be known as the Moors End Lane & Sheep Commons Lane Association (the "Association") for the purpose of performing and enforcing the terms of this Declaration and for the purpose of managing and maintaining the common facilities and easements hereinbefore described. The succeeding provisions of this Declaration shall constitute the by-laws of the Association.

Section 2. Members. The Owners of Lots 1 thru 11 shown on Land Court Plan 39853-B and Lots 12 thru 22 shown on Land Court Plan 36941-F shall be Members of the Association ("Members") only for as long as they are Owners. There shall be one vote for each residential Lot owned by a Member. The maximum number of votes shall be twenty-two (22) plus the number, if any, of additional residential lots made subject to this Declaration. If any Lot is owned by more than one person, all such persons shall be Members of the Association, however, said Members shall only be entitled to cast one vote. If multiple Owners of any Lot are unable to agree upon any vote, no vote shall be deemed cast by the Owners of that Lot. In the event that there is more than one Owner of a Lot, their obligations shall be joint and several. If a Member owns more than one Lot, such Owner shall be treated as a separate Member for each such Lot.

Section 3. Board of Managers. The Association shall be governed by a Board of Managers (the "Board") which shall consist of three (3) Members. Board members shall be elected by a majority vote at the Annual Meeting. The term of a member of the Board shall commence upon the filing by the Board of a certificate with the Registry of Deeds which states the name and address of the member or members of the Board.

Notwithstanding anything to the contrary herein contained, until the "turnover event" as hereinafter defined, the Board shall consist of the Developer or other person(s) designated by the Developer. The "turnover event" shall be no later than the earlier of the following events:

(a) the first Annual Meeting of the members which occurs after 18 of the residential Lots of the subdivision have been conveyed of record for consideration by the Developer: or

(b) the first Annual Meeting of the members which occurs after five (5) years from the date of the conveyance of record of the first residential Lot in the subdivision by the Developer.

Board members shall serve for two (2) year terms, but may be removed for any reason by a vote of two-thirds of the Members of the Association. At the time of such removal, the Association shall elect a new Board member to serve for the remainder of the unexpired term. In the event of such removal or upon the death

or resignation of a Board member, the remaining Board members shall file a certificate with said Deeds which confirms the removal, death, or resignation and names any new member or members of the Board.

Section 4. Officers. The Board shall elect from their number at each annual meeting of the Board or at any special meeting of the Board, a President, a Treasurer and a Clerk, each of whom shall serve in such capacity until their respective successors are elected.

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board and the Association and shall have all the general powers and duties which are incidental to the office of president of a corporation organized under Massachusetts General Laws, Chapter 156B.

The Treasurer shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have all the general powers and duties which are incidental to the office of treasurer of a corporation organized under said Laws.

The Clerk shall keep the minutes of all meetings of the Board and the Association and shall have all the general powers and duties which are incidental to the office of Clerk of a corporation organized under said Laws.

Section 5. Annual Meeting. The annual meeting of the Association shall be held on the first Monday of August of each year. Special meetings of the Association and the meetings of the Board shall be held at any time provided that the notice of such meetings is given in writing and mailed to the members of the Association or the Board, as the case may be, not less than 10 days prior to said meeting, provided, however that notice may be waived in writing by all persons entitled to vote at any such meeting. All notices of the meetings shall contain a brief description of the matters to be considered thereat, unless amendments to this Declaration, the By-Laws of the Association or the Rules & Regulations of the Association are to be considered, in which event said amendments shall be set forth in their entirety in said notice. All annual meetings and special meetings of the Association shall be held within the Town of Nantucket at any convenient place acceptable to the Board.

Section 6. Voting. The presence in person or by proxy of the Owners of a majority of Lots owned by the Members shall constitute a quorum for all meetings. Any action at such meetings shall be adopted by a vote of a majority of eligible

votes. Any action to be taken by the Association may be taken without a meeting if at least a majority of Members entitled to vote on the matter consent to the action by a written instrument filed with the records of the Association.

Section 7. Amendments. These By-Laws and any Rules and Regulations adopted by the Association and this Declaration may be amended by no less than two-thirds of the Members eligible to vote under this Declaration. A written instrument setting forth the terms of any such Amendment shall be signed by a majority of the Members entitled to vote and recorded with said Registry of Deeds.

Section 8. Power and Duties of the Association. The Association shall have all the general powers and duties which are incidental to a corporation organized under Massachusetts General Laws, Chapter 156B. The Association through its Board of Managers shall also have the following duties to be performed for the benefit of the Members of the Association:

(a) To maintain, operate, and regulate all of the common facilities and easements described in this Declaration and all improvements of whatever kind and for whatever purpose contained therein, including but not limited to the following:

(1) to maintain the private ways, and easements as provided in Article II.

(b) To enforce the terms and conditions contained in this Declaration.

(c) To assess each Member for his or her proportionate share of the common and special expenses.

(d) It shall be the affirmative obligation of the Association through its Board of Managers to fund brush cutting of the Open Space Lots in accordance with Article II hereof.

Section 9. Common Profits and Common Expenses. The Members shall be liable for the common expenses and entitled to the common profits of the Association in an amount equal to the proportionate share of such common expenses and common profits allocated to the Lot owned by such Members. The proportionate share of such common expenses and common profits allocated to each Lot is set forth in Exhibit A, and is subject to a downward adjustment upon the recording of an instrument increasing the number of Lots subject to this Declaration.

The Board of Managers determination regarding the amount of

the assessment shall be conclusive.

Common Expenses shall include, without limitation, the following:

(a) all costs relating to the operation, repair and maintenance of the common facilities, including, without limitation, common charges with respect to the private ways;

(b) all costs relating to the brush cutting of the Open Space, as provided in Article II;

(c) all insurance premiums for the master policy for the Association property, fidelity bonds for the Board and its agents and employees, and such other insurance as the Board may deem necessary and appropriate;

(d) the amount that the Board shall deem necessary and appropriate for the working capital of the Association, an operating reserve, a reserve fund for replacements, and any charges for deficits from previous operating years; in addition to the foregoing, the Board shall establish a maintenance trust fund, after the completion of construction of Moors End Lane and Sheep Commons Lane in accordance with the plans as approved by the Nantucket Planning Board, to be drawn upon from time to time by the Association to perform needed maintenance to or reconstruction of Moors End Lane & Sheep Commons Lane as well as maintenance of easements, and common facilities therein, described in Article II. Said fund shall consist of two parts: (a) A maintenance endowment shall be established by the Developer in the amount of at least Two-hundred ($200) dollars per lot. Lot owners pro-rata interest in said fund shall be allocated and assessed at the time of purchase of any lot. The principal amount of the endowment shall not be drawn upon the Association for at least twenty-five (25) years from the date of its establishment, at which time it may be drawn upon for maintenance or reconstruction of roads. (b) Annual maintenance deposits shall consist of interest generated by the endowment and annual assessments made to Association members, the amount of such annual assessment's to be established by majority vote of the Association. Members shall contribute annual maintenance deposits at such time as the Board shall determine; and

(e) all expenses relating to the Board's enforcement and administration of this Declaration.

In addition, the Board shall have the power to assess Members a proportionate share of the total amount required to perform special services or establish user fees or penalties

which affect some but not all Members ("Special Assessment"). With respect to payment and collection of such a Special Assessment, the provisions of this Section 9 and Section 10 and 11 of Article IV shall be deemed to also apply.

The Board shall, prior to January 31st of each calendar year, determine the common expenses expected to be incurred during the calendar year together with reasonable provisions for contingencies and reserves and shall promptly render statements to the Members for their proportionate share. Amounts due shall be paid within thirty (30) days after the statements are tendered. In the event that the Board shall determine that any assessment so made is less than the common expenses actually incurred or in the reasonable opinion of the Board likely to be incurred, the Board shall make a supplemental assessment or assessments and render a statement therefor in the manner aforsaid, and such statements shall be payable and take effect as aforesaid.

Section 10. Statement and Status of Common Expenses. The Board shall upon a reasonable request issue certificates suitable for recording, indicating that no payments are due to the Association with respect to any common expenses, and that the rights to use the Association property have not been suspended. Said certificates may be executed by any single member of the Board Managers, and shall be conclusive as to the facts stated therein.

Section 11. Lien for Common and Special Expenses. Each assessment pursuant to this Declaration, made upon a Member shall constitute and remain a charge and lien upon such Member's Lot and the buildings thereon from the date of the assessment until paid in full, and shall also constitute a personal debt to the Association of the Member who is the Owner of such Lot on the date of the assessment. Such charge, lien or personal debt may be enforced or collected by the Board by any available process including without limitation, foreclosure of the charge or lien against the Lot. All costs and expenses incurred by the Board in enforcing or collecting any assessment, including interest, costs, reasonable attorneys' fees, shall be paid by the Member responsible for the assessment and shall constitute a further lien or charge on said Lot and a personal debt of said Member. Notwithstanding the above provisions, such charge and lien shall be junior to each bona fide first mortgage to a recognized mortgage lending institution or to the Developer outstanding upon such Lot on the date of the assessment, whether the mortgage be given before or after this Declaration takes effect and its provisions become restrictions and servitudes upon such land, but foreclosure of the mortgage shall not impair the power of the Board thereafter to make further assessments upon such land nor

otherwise impair such restrictions and servitudes thereon.

Section 12. Rules & Regulations. The Association is authorized and directed and may adopt from time to time rules and regulations for the administration of the common facilities in accordance with and to effect the terms and provisions of this Declaration as the same may be amended from time to time. Any rules and regulations adopted by the Association and any amendments thereto shall be given to the Members at least ten (10) days prior to their effective date and all Members, their lessees, employees, agents and guests upon the Property shall at all times comply with said rules and regulations.

Section 13. Enforcement of Declaration. The Members, owners, and the Association shall be entitled, jointly and severally, to maintain equitable or legal proceedings to enjoin, abate or obtain appropriate relief in respect of any and all breaches of the terms, covenants and conditions of this Declaration and to enforce the terms, covenants and conditions of this Declaration. The provisions of this Declaration may be enforced by any proceeding in law or equity that is appropriate against any person violating or attempting to violate the same, either to restrain violation or to recover damages and against his property to enforce any lien created by this Declaration. Failure to enforce any provision of this Declaration on one or more occasions shall not be deemed a waiver of the right to do so thereafter in any event.

Section 14. Liability of Board of Managers. All persons extending credit to or contracting with or having any claim against the Association hereunder shall look only to the property owned by the Association for any such contract or claim, so that neither the Board nor the Owners shall be personally liable therefor. No member of the Board hereunder shall be liable to the Association or to the Owners of the default of any other Member of the Board or for leaving property in the hands of another member of the Board, or for any error of judgement or law on his own part, but shall be liable only for his own willful default. Any Member of the Board hereunder shall be reimbursed in full for any loss or expense incurred or suffered by him or his estate as a result of his acting on the Board hereunder, excluding only such loss or expense resulting from his own willful default.

Section 15. Reliance by Third Parties. No person dealing with the Board as shown by a certificate recorded with said Deeds shall be bound to inquire concerning the validity of any act purporting to be done by them or be bound to see to the application of any money paid or property transferred to him or upon his order.

Section 16. Financial Records. The Board shall at all times keep proper records and accounts of the affairs of the Association which shall be open to inspection by any Member at all responsible times. At least once a year the Board shall tender a written report and financial statement. The approval by a majority of the Members of any report or financial statement by the Board or a failure by said Members to approve or disapprove within thirty (30) days following notice to the Members of the availability of said report or financial statement, shall be, as to all matters stated in said report, a complete discharge of the Board and final and binding upon all Owners except for matters which are willfully misrepresented.

Section 17. Notices. Any notice required by the provisions of this Declaration to be sent to an Owner of any Lot subject to this Declaration shall be deemed to have been properly sent, when mailed, to last known address of the person who appears as the Owner of such Lot on the records of the Association at the time of such mailing.

Article V
Miscellaneous

Section 1. Interpretation. This Declaration is specifically intended to assure the fair and harmonious operation and care of the Property for the benefit of each and all the owners of the lots subject to this Declaration. Therefore, this Declaration is to be liberally construed to effectuate its purpose of creating a harmonious development for the benefit of the Owners and Members of the Association.

Section 2. Invalidity. If any provision of this Declaration or a portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of this Declaration , or the remainder of any such provision, or the application thereof, to any other persons or circumstances should not be affected thereby.

Section 3. Governing Law. This Declaration shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Declaration shall be binding upon all the parties having or acquiring any right, title or interest in any of the Lots shown on said Plan or any part thereof and his heirs, successors and assigns. The Owner or Owners of any Lot, including Developer, shall be fully discharged and relieved of liability under this Declaration, upon ceasing to own an interest in any

lot or any part hereof and upon paying all sums and performing all obligations hereunder, in respect to such lot, to the time that this ownership interest in any such lot or part thereof is terminated. Each owner of a lot by recording a Certificate of Election or by accepting delivery of a deed to such lot subject to this Declaration agrees and covenants that the terms and conditions of this Declaration are reasonable and agrees to be bound thereby and that its terms are essential to the Plan and form of the subdivision of the Property and the use of his Lot.

Section 4. Special Amendments. Notwithstanding any other provisions in this Declaration to the contrary, the Developer, and his successor in title by a single deed conveying all the property ("Successor") reserves and shall have the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration:

(i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, private entity which performs (or may in the future perform) functions similar to those currently performed by such entitles.

(ii) to induce any of such agencies or entities to make, purchases, sell, insure or guarantee first mortgages covering lots shown on the Plan,

(iii) to bring this Declaration into compliance with governmental laws, rules or regulations, or

(iv) to correct clerical or typographical errors in this Declaration or any exhibit hereto to any supplement or amendment hereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer and his Successor to vote in favor, make, or consent to a Special Amendment on behalf of each owner of a Residential Lot and member of the Board as proxy or attorney-in-fact, as the case may be. The right of the Developer or his Successor to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Board of Managers of the Association at such times as the Developer or his Successor no longer holds or controls title to any Residential Lot on the Property.

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

Robert F. Mooney
Trustee of Blueberry
Pasture Realty Trust

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, SS. _____, 1992

Then personally appeared the above-named Robert F. Mooney, Trustee of Blueberry Pasture Realty Trust, Massachusetts and acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public
My Commission Expires:

Registered June 21, 1993 2:30 P.M. Document No. 60872 Noted on Certificate of Title Nos. 14087, 14088, and 14089 Recorded in Book 418, Page 197.

Architectural Restrictions Amendment to the Amended and Restated Declaration of Restrictions, Easements and Homeowners Association of Moors End Lane and Sheep Commons Lane Association

made this 18 day of June, 1993 by Robert F. Mooney, Trustee of Blueberry Pasture Realty Trust, u/d/t dated June 20, 1989, recorded in Book 327, Page 186 at the Nantucket Registry of Deeds and as Document No. 47582 at the Nantucket County Registry District of the Land Court and by Robert F. Mooney as owner of two-thirds of the members of the Association eligible to vote.

The following subparagraph 10 shall be added to ARTICLE III, USE RESTRICTIONS of the Amended and Restated Declaration of Restrictions, Easements and Homeowners Association of Moors End Lane and Sheep Commons Lane Association registered as Document No. 57099 at the Nantucket Registry District and recorded at Book 392, Page 128 at the Nantucket Registry of Deeds:

> 10. Plans for construction of any structure on the Lot shall be presented to the Board of Managers of the Association or, if no Board is in existence, to the Developer, as the case may be, for architectural review and written approval prior to construction, which approval shall be founded upon the terms and provisions of the Nantucket Historic District and "Building with Nantucket in Mind" and shall not be unreasonably withheld. However, said plans must contain provisions for (1) Exterior trim to be painted or stained a light color or such color approved in writing by the Board; (2) Roof to be shingled with wood or architectural asphalt; and (3) windows to have fixed muttons.

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

Robert F. Mooney, Trustee

Robert F. Mooney, as aforesaid.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss June 18, 1993

Then personally appeared Robert F. Mooney, who acknowledged the foregoing instrument to be his free act and deed, before me

Notary Public

My Commission Expires: 11/12/93