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DECLARATION OF TRUST
NANTUCKET WESTMOOR FARMS SUBDIVISION

This Declaration of Trust is made this 30th day of September, 2005, at Nantucket, Massachusetts by Nantucket Westmoor Farms, LLC, a duly formed Massachusetts Limited Liability Company with a mailing address of 2812 Chesterfield Place, N.W. Washington, D.C. 20008 (hereinafter called the "Trustee", which term and any provisions referring thereto shall be deemed to included his successor in trust hereunder and to mean the trustee(s) for the time being hereunder, whenever the context so permits).

ARTICLE ONE – Name of Trust

The Trust hereby created shall be known as the Nantucket Westmoor Farms Homeowners Association Trust, and under that name, so far as legal, convenient, and practicable, shall all business carried on by the Trustee(s) be conducted and shall all instruments in writing by the trustee(s) be executed. The trust shall have a mailing address of 2812 Chesterfield Place, N.W. Washington, D.C. 20008.

ARTICLE TWO – Definitions

1. For the purposes of this Declaration of Trust, the following words and phrases shall have the following meanings:

(a) "Assessments." - The assessments and charges provided for under this Declaration of Trust.

(b) "Lots." – The lots of land in Nantucket County, Massachusetts shown as Lots Number 21 through 34 ("the lots") on Land Court Plan No. 13328 M, filed with Certificate of Title No. 21835 at the Nantucket Registry District. Said Lots are shown as Lots 21 through 34, inclusive on Definitive Subdivision Plan dated April 1, 2005 prepared for Nantucket Westmoor Farms, LLC by Eldridge Surveying, Inc., Nantucket Planning Board File Number 6842.

(c) "Owner." – The person, persons or entities, considered collectively, from time to time holding the legal title to a Lot subject to the provisions of this Trust, according to the records at the Nantucket Registry of Deeds. The names of the Owners as of the date of this Trust are set forth in Exhibit A Attached hereto and incorporated herein.

(d) "Roadway." – The private way shown as Lot 34 as shown on Land Court Plan No. 13328 M, filed with Certificate of Certificate of Title No. 21835 at the Nantucket Registry District.

(e) "Trust Property." – All real and personal property the Trust shall own at any time together with all rights the Trust may have in the real and personal property of others under any easements, licenses or other express or implied rights granted to or vesting in the Trust.

(f) "Utility Lines." – The pipes, wires, cables or other means of transmission of electricity, telephone, cable television or intelligence, and, if now or in the future, as applicable, water, sewer, gas and such other utility services as are now or may in the future be customarily installed to serve residential building lots in Nantucket, Massachusetts, which serve any two (2) or more of the lots (but not any such means of transmission which serve any one (1) lot).

ARTICLE THREE – PURPOSE

1. Purposes. This trust has been formed for the purpose of acting as an association of the Owners of the Lots and, in connection therewith, to maintain, improve, repair and replace the Roadway, the Sewer Facilities and the Utility Lines; to represent the Owners and appear on behalf of the Owners before any board, commission or other body acting for or on behalf of the Town of Nantucket and to receive any monies therefrom for the purposes set forth above; to enforce the Assessments; and generally to promote the common enjoyment by the Owners and the best interest of the Owners, as the same may from time to time be determined by the Owners, acting in accordance with the provisions hereof.

2. Relationship of Parties. It is hereby expressly declared that a trust and not a partnership has been created and that the owners are cestuis que trustent and not partners or associates, nor any other relation whatever between themselves with respect to the Trust Property, and hold no relation to the trustees other than of cestuis que trustent with only such rights as are conferred upon them as such cestuis que trustent hereunder.

ARTICLE FOUR – THE TRUSTEES

1. Election of Trustees. There shall at all times be a Board of Trustees (hereinafter called the "Board of Trustees" or the "Board") hereunder consisting of such number, not less than (2) nor more than four (4), as shall be determined from time to time by vote, at the annual meeting of the Owners, which Board shall be elected by a majority vote of the Owners. The terms of office of the Trustees shall, except as hereinafter provided, be three (3) years. If and whenever the number of such Trustees shall become less than two (2) a vacancy or vacancies in said office shall be deemed to exist unless one Owner owns all of the Lots and that Owner is the sole Trustee. Each such vacancy shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as Trustee, (b) the acceptance of such appointment, signed and acknowledged by the person so appointed, and (c) certification that the person so appointed has been duly

elected a Trustee hereunder by majority vote at a meeting of the Owners duly called and held, which instrument is signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one (1), or by Owners entitled to not less than eight and one-third (8.33%) percent of the beneficial interest hereunder. Such appointment shall become effective upon registration with the Nantucket Registry District of such instrument, and such person shall then be an become Trustee and shall be vested with the powers of the Trustee and title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance.

2. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Owner or any Trustee and notice to all Owners and Trustees and to such other parties of interest, if any, to whom the Court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretion, and duties hereby conferred or imposed upon the Trustees.

3. Majority Vote. In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote of those present at any duly called meeting at which a quorum is present. The Trustees may also act without a meeting by instrument signed by a majority of their number.

4. Resignation or Removal. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, such resignation shall take effect upon the registration of such instrument with the Nantucket Registry District. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office with or without cause by an instrument in writing signed by Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, such instrument to take effect upon the registration thereof with the Nantucket Registry District.

5. Bonds. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that the Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charges as a common expense of the Trust.

accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith, or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the trust bonds or property, or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance.

7. Dealing with Trustees. No Trustee shall be disqualified by his office from contracting or dealing with Trustees or with one or more Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Owners' interest in any corporation, firm, trust, or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract, or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest to the other Trustees before the dealing, contract or arrangement is entered into.

8. Indemnity. The Trustees, and each of them, shall be entitled to indemnity both out of the Trust Property and by the Owners against any liability incurred by them, or any of them, in the execution hereof, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines and costs of defense therefrom. Each Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Trust and for his proportionate share of any claims involving the Trust Property in excess thereof. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE FIVE
BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

1. Beneficiaries. The cestuis que trustent or beneficiaries shall be the Owners, from time to time, of the Lots. The beneficial interest in the trust hereunder shall be divided among the Owners in fractional shares with the numerator being on (1) and the denominator being twelve (12).

2. Multiple Owners. The beneficial interest of each lot set forth above shall be held and exercised as a unit and shall not be divided among several Owners of any such lot. To that end, whenever any of said lots is owned of record by more than one (1) person, the several owners of such lot shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such lot hereunder, and (b) notify the

such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such lot hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such lot. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any on such owner for such purpose.

3. Future Subdivision. Should any Lot be divided or subdivided at a future date, the owners of the newly divided lots shall be entitled to all rights, as an Owner and the fractional interests of the Lots set forth in Exhibit A shall be reduced to represent this additional participation. Should any Lot be consolidated with or merged into another Lot, the fractional interests of the Lots set forth in Exhibit A shall be increased to reflect the newly reduced number of lots. Upon notice to the Trustees of any such division or consolidation by the owners thereof, the Trustees shall cause to be registered an amended Exhibit A setting forth the resulting fractional interests.

ARTICLE SIX
BY-LAWS

The provisions of this Article Six shall constitute the By-Laws of this Trust and the organization of Owners established hereby, to wit:

1. Powers of the Trustees. The Trustees shall have the absolute control, management, and disposition of the Trust Property as if they were the absolute owners thereof, free from the control of the Owners and, without, by the following enumeration, limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions hereof, at any time and from time to time and with out the necessity of applying to any court or to the Owners for leave to do so. The Trustees shall have the right to grant to the Town of Nantucket, or any board, agency, or instrumentality thereof, or any other governmental body, board, agency, or instrumentality thereof the right to enforce any or all of the restrictions or obligations imposed hereby.

2. Inspection of Records. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees at all times. The Trustees shall from time to time determine whether and to what extent, at what times and places, and under what conditions and regulations the books, accounts and records of the Trustees, or any one of them, shall be open to the inspection of the Owners; and no Owner shall have any right of inspecting any book, account or record of the Trustees, except as authorized by law or by the Trustees. The Trustees shall, however, as soon as reasonably possible after the close of each fiscal year, or more often if convenient for them, submit to the Owners a report of the operations of the Trustees for such year, which shall include a profit and loss statement, an analysis of surplus changes during the year, and a balance sheet as of the close of each year, all in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and

mail with in a period of six (6) months of the date of the receipt by such person shall be deemed to have assented thereto.

3. Common Expenses, Profits and Funds. The Owners shall be liable for common expenses and entitled to common profits of the trust in proportion to their respective percentages of beneficial interest as set forth in Exhibit A, except as hereinafter expressly provided otherwise. The Trustees may at any time or times distribute common profits among the Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose or, subject to provisions hereof, for repair, rebuilding or restoration of the Trust Property or for improvements thereof, including without limitation, the Roadway and the Sewer Facilities, and the funds so set aside shall not be deemed to be common profits available for distribution.

4. Reserve Capital Account. Upon the sale of the second lot, the Trustees shall collect from the Owners an aggregate sum of Four Thousand Dollars ($ 4,000.00) and deposit such sum into a reserve capital account of the Homeowners Association. This sum shall be held separate from the operating account and expended toward the costs of repair, maintenance or restoration of the Roadway, and the Utility Lines.

5. Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this trust starting with the fiscal year beginning January 1, 2006, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Owners for their respective shares of such assessment, according to their percentages of undivided beneficial interest in the Trust as set forth in ARTICLE FIVE, and such statements shall, unless otherwise provided therein, be due and payable thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessment and render statements therefore in the manner as aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may, in their discretion, provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, at the rate of ten (10%) percent per annum, shall constitute a lien on the lot of the Owner assessed, in the same manner as set forth with respect to condominium unit owners in Massachusetts General Laws, Chapter 183A. The Trustees shall enforce collection of all of such assessments by all lawful means and shall have the right to collect, and each Owner who has not paid any such assessment as and when due shall be liable to pay to the Trustees, all costs and expenses incurred by the Trustees in enforcing such collection and, in addition thereto, such lawful fines an penalties as the Trustees may determine by rules and regulations promulgated pursuant hereto.

6. Charges; User Fees. All Trust Property and services provided in connection therewith shall be provided to the Owners without charge, provided, however, that the Trustees shall have the power to discontinue an Owner's use of the Trust Property or service to a Lot if the Owner of such Lot fails to pay an Assessment sixty (60) days after such Assessment is due. The Trustees shall provide written notice in the manner provided in this Trust at least thirty (30) days prior to discontinuing any service to a Lot. The Trustees shall have the power to allow owners of Lots not subject to this Trust to use the Trust Property and to provide services to Lots not subject to the provisions of this Trust and to charge a fee for such use or service as the Trustees, in their sole discretion, deem necessary or appropriate. The Trustees shall have no obligation to allow or continue to allow any person or entity that is not an Owner to use the Trust Property and no obligation to provide any service to a Lot not subject to the terms and conditions of this Trust.

7. Insurance. The Trustees shall obtain and maintain, to the extent available, master policies of insurance with respect to any areas and facilities owned by the Trust for the benefit and protection of the Trustees and all of the Owners for (a) comprehensive public liability, (b) workers' compensation and employer's liability with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager, and (c) such other risks as the Trustees in their discretion deem it appropriate to insure, including without limitation, insurance for the benefit of the Trustees against potential liability resulting from the performance of their obligations hereunder. All such insurance shall be in such amount and forms as the Trustees shall, in their discretion, deem appropriate and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. The cost of all such insurance obtained and maintained by the Trustees, pursuant to provisions of this Section, shall be a common expense; provided, however, that, if the Trustees shall determine in their reasonable discretion that the cost of any such insurance has been increased because of any addition or improvement within any Lot, then the amount of such increased cost shall be separately assessed to and paid by the Owner or Owners of such lot or lots.

8. Improvements to Roadway or Utility Lines. If and whenever the Trustees shall propose to make any improvement to the Roadway and/or Utility Lines, or shall be requested in writing by the Owners holding eight and one-third (8.33%) percent or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to all Owners a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same. Upon (a) the receipt by the Trustees of such agreement signed by Owners holding fifty-eight and one-third (58.33%) percent or more of the beneficial interest, (b) the expiration of ninety (90) days after such agreement was first submitted to the Owners, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Owners of the aggregate percentage of beneficial interest held by Owners who have signed such agreement. If such percentage exceeds fifty (50%) percent, the Trustees shall proceed to make the improvement or

improvements specified in such agreement, with all costs to be borne as herein provided. If and whenever any Owner shall propose to make an improvement to or affecting the Roadway, Sewer Facilities or Utility Lines at such Owner's expense, and the Trustees determine, in their reasonable discretion, that such improvement would be consistent and compatible with the provisions and intent of this trust, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the Owner proposing the same, without the consent or approval of other Owners, subject to such contractual undertakings of the Owner proposing such improvement as the Trustees, in their reasonable discretion, deem to be necessary or desirable in the circumstances.

9. Rules, Regulations, Restrictions, Requirements. The Board of Trustees may at any time and from time to time adopt and amend and rescind administrative rules and regulations governing the details of the operation and use of the Roadway, Sewer Facilities and Utility Lines and other matters within the jurisdiction of the Trustees. However, no such rule or regulation may be imposed which would prevent, restrict or interfere with the use of the Roadway or Utility Lines for any lawful purpose, except as set forth herein.

10. Meetings of Trustees. The Board of Trustees shall meet annually on the date of the annual meeting of the Owners and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in any manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day, and hour thereof shall be given at least ten (10) days before such meeting to each member of the Board of Trustees. Two (2) Trustees shall constitute a quorum at all meetings, or such larger number as the Trustees may determine from time to time, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt. Participation by telephone conference call in any such meeting shall constitute attendance at such meeting.

11. Meetings of Owners. There shall be an annual meeting of the Owners on or about the fourth Monday in May in each year at such reasonable place and time (not more than ninety (90) days before or ninety (90) days after said date) as may be designated by the Board of Trustees by written notice given to the Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Owners, the Board of Trustees shall submit reports of the management and finances of the trust. Special meetings of the Owners may be called at any time by the Board of Trustees and shall be called by them upon written request of Owners entitled to more than forty-one and two-thirds (41.66%) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Owners at least fourteen (14) days prior to the date so designated. An Owner's participation by telephone conference call in any such Special Meeting shall constitute attendance at such Special Meeting. Whenever at any meeting the Board of Trustees proposes to submit to the Owners any matter with respect to which approval of or action by the Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

12. Notices to Owners. Every notice to any Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with execution of the trust created hereby, or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Owner by mailing it, postage prepaid and addressed to such Owner at his address as it appears upon the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event of which such notice is given.

13. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the trust may be signed by any two (2) Trustees or by any persons to whom such power may, at any time or from time to time, be delegated by not less than a majority of the Trustees.

14. Fiscal Year. The fiscal year of the trust shall be the year ending with the last day of the month as may, from time to time, be determined by the Trustees.

ARTICLE SEVEN
RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

1. Acts of Trustees. No purchaser, mortgagee, lender, or other person dealing with Trustees as they then appear of record at the Nantucket Registry District shall be bound to ascertain or inquire further as to the persons who are the Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees an of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them, shall receive any money, property, or other credit shall be required to see to application thereon. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the act of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or of an old Trustee purporting to be executed by the Owners or other persons herein required to execute the same shall be conclusive evidence in favor of such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment, or the occasion thereof.

2. No Recourse Against Trustees. No recourse shall be, at any time, had upon or under any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary or the holder of any security issued by the Trustees, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees shall look only to the Trust Property for payment under such contract or claim or for the payment of any dept, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries or holders of such other securities, present or future, shall be personally liable therefore.

3. Execution by Trustees. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustee or by an agent or employee of the Trustee shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions hereof, whether or not express reference shall have been mad to this instrument.

4. Registration. This Declaration of Trust and any amendments hereto and any certificate herein required to be registered and any other certificate or paper signed by said Trustees, or any of them, which it may be deemed desirable to record, shall be registered with Nantucket Registry District, and such registration shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust Property, or owner shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be registered with the Nantucket Registry District. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the Owners, as to what action has been taken by the Owners, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and registered with the Nantucket Registry District shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE EIGHT
AMENDMENTS AND TERMINATION

1. Amendment. The Trustees, with the consent in writing of Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, may, at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change shall be valid or effective (a) the purport of which would alter or in any manner or to any extent whatsoever modify or affect the percentage of the beneficial interest hereunder of any Owner, so as to be different than the percentage of the individual interest of such Owner in the beneficial interest in this trust as herein provided except for alterations in the percentage of beneficial interests as a result of the division or consolidation of Lots as provided in Section 5.03 hereof or with the unanimous consent of those affected thereby, (b) the purport of which would alter the exemption from assessment provisions of Section 6.09 hereof unless consented to by the Owner of any Lot qualifying for such an exemption, or (c) which would render this trust contrary to or inconsistent with any requirements or provisions of law without the unanimous written consent of the Owners. Any amendment, alteration, addition, or change pursuant to the foregoing provisions of the paragraph shall become effective upon registration with the Nantucket Registry District of an instrument or amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Owners herein required to consent thereto. Such instrument, so executed and registered, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title paragraph contained shall be construed as making obligatory upon the Trustees to amend, alter, add to, or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided. However, no restriction or obligation, the right of enforcement of which has been granted to any municipal or governmental entity may be released or amended without the prior or concurrent written consent of such municipal or governmental entity.

2. Termination. The trust hereby created shall terminate only upon the written agreement of all Owners subject to the prior or concurrent written consent of any municipal of governmental entity having a right to require a Homeowner Association.

3. Liquidation. Upon the termination of this trust, the Trustees may sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to, the Owners according to their respective percentages of beneficial interest hereunder; and making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the

Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust Property may have passed.

ARTICLE NINE
CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, and words denoting persons include individuals, firms, association, companies (joint stock or otherwise), trusts, and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents, and the marginal notes, if any, are inserted only or convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers, and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Nantucket Westmoor Farms, LLC, Trustee of the Nantucket Westmoor Farms Homeowners Association Trust, u/d/t dated September 30th, 2005 and registered as Document No. 115543 at the Nantucket Registry District, hereby certify that it is the sole Trustee of said Trust; that said Trust has not been altered, amended, revoked or terminated; that pursuant to said Trust and upon the specific direction of the beneficiaries, the Trustee has the power and authority to purchase property for the Trust, to mortgage all or any part of the Trust property, to sell or otherwise dispose of all or any part of the Trust property, and to do all things necessary and required to subdivide and manage the Trust property; that all beneficiaries of the Trust are of full age and competent; that pursuant to the provisions of the Trust, the trustee has been authorized and directed by the beneficiaries to subdivide, manage and develop the Trust property and to sign any and all necessary documents necessary to effectuate these actions for nominal consideration.

Executed under seal this 30th day of September 2005.

LAND COURT, BOSTON. The land herein ~~described~~ will be shown on our approved plan to follow as Referred To

MAR 07 2006

Plan 13328m Lots 21 thru 34
(EXAMINED AS DESCRIPTION ONLY)
George T. Capelianis, Engineer
TIG

~~NANTUCKET WESTMOOR FARMS HOMEOWNERS ASSOCIATION TRUST~~

By: ~~NANTUCKET~~ WESTMOOR FARMS, LLC, ~~Trustee~~

JOHN C. PYLES, Manager/Member

COMMONWEALTH OF MASSACHUSETTS
~~DISTRICT OF COLUMBIA~~

Nantucket, ss. September 30th, 2005

On this 30th day of September 2005, before me, the undersigned notary public, personally appeared John C. Pyles, Manager/Member of Nantucket Westmoor Farms, LLC proved to me through satisfactory evidence of identification, which were personal knowledge 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 ~~in his capacity as Trustee of the Nantucket Westmoor Farms Homeowners Association Trust~~.

Notary Public
My Commission Expires:

RICHARD P. BEAUDETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2012

COMMONWEALTH OF MASSACHUSETTS
TOWN and COUNTY of NANTUCKET

IN RE: NANTUCKET WESTMOOR FARMS, LLC

AFFIDAVIT OF ATTORNEY KEVIN F. DALE

Commonwealth of Massachusetts }
County of Nantucket } ss.

The undersigned, an attorney-at-law, make the following statements of my own personal knowledge:

1. I am an attorney for Nantucket Westmoor Farms, LLC, the Grantor named in the Declaration of Trust Nantucket Westmoor Farms Subdivision dated September 30, 2005 ("Declaration of Trust") to which this Affidavit is attached. I participated in the preparation of said Declaration of Trust.

2. Subsequent to the preparation of such Declaration of Trust, the following changes to the Declaration of Trust were made in the process of preparing to register said Declaration of Trust at the Nantucket Registry for the Land Court:

The Grantor in the Declaration of Trust Nantucket Westmoor Farms Subdivision dated September 30, 2005 was changed from "Nantucket Westmoor Farms, LLC, Trustee of Nantucket Westmoor Farms Homeowners Association Trust u/d/t dated September 30, 2005" to "Nantucket Westmoor Farms, LLC".

3. All such changes were made with the consent and approval of the Grantor, Nantucket Westmoor Farms, LLC in order to conform said Declaration of Trust to its intentions.

Signed under the pains and penalties of perjury this 13th day of March 2006.

KEVIN F. DALE, ESQUIRE
BBO# 112340

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. March 13, 2006

On this 13th day of March 2006, before me, the undersigned notary public, personally appeared Kevin F. Dale, Esquire and proved to me through satisfactory evidence of identification, which were personally known to me 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.

NOTARY PUBLIC
My Commission Expires: SUSAN MANNING
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 22, 2007

115543

DOC No: 00115543

NANTUCKET COUNTY LAND COURT

REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Mar 13,2006 at 11:45A

Document Fee: 225.00 Rec Total:$945.00

CERTIFICATE No: 21835

NANUCKET WESTMOOR FARMS SUBDIVISION
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

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Received & Entered
Date: March 13, 2006 Time: 11:45 am
Nantucket Registry
of Deeds
Book: Page:
Document No. 115501
Cert of Title No. 21835
Joanne L. Kelley
Register of Deeds

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STATEMENT OF PURPOSE

NANTUCKET WESTMOOR FARMS, LLC, ~~Trustee of Nantucket Westmoor Farms Homeowners Association Trust u/d/t dated September 30, 2005 registered as Document Number ____ at the Nantucket Registry District~~ with a mailing address of 2812 Chesterfield Place, N.W. Washington, D.C. 20008(the "Declarant"), the owner of that certain parcel of land on West Chester Street and Pilgrim Road shown as Lots 21 through 34 inclusive on Land Court Plan No. 13328 M dated 04/01/2005 prepared by Eldridge Surveying, Inc., filed with Certificate of Title No 21835 at the Nantucket Registry District for the Land Court (the "Plan"), declares as follows:

The founder of Nantucket Westmoor Farms has subdivided 15.832 acres of land located on West Chester Street and Pilgrim Road, Nantucket, Massachusetts, formerly known as "The Egan Land" into twelve (12) lots and has maintained the rural character of the land. It is, therefore, the purpose of this Declaration of Protective Covenants to ensure that development and conduct of activity on the Land will:

A. Preserve the natural and scenic features of the land, its environment and its flora and fauna for the benefit of present and future owners;

B. Ensure all improvements are of comparable quality and in harmony with each other and the land; and

C. Provide for the privacy, tranquility, and enjoyment of each home on each lot.

The Declarant hereby subjects the Land to these restrictions, covenants and easements (hereinafter referred to as the "Protective Covenants").

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

MAR 07 2006

Plan 13328 M Lot s 21 Thru 32
(EXAMINED AS DESCRIPTION ONLY)
George T. Capellanis, Engineer
T16

ARTICLE ONE

Definitions

1.01 "Architectural Review Committee" (also referred to as ARC) shall mean the committee as constituted according to subsection 5.02 herein.

1.02 "Homeowners Association" shall mean the Nantucket Westmoor Farms Homeowners Association Trust, existing under a Declaration of Trust dated September 30, 2005 registered as Document Number ____ at the Nantucket Registry District. The Homeowners Association shall act through its Trustees.

1.03 "Developer" shall mean John C. Pyles and/or Nantucket Westmoor Farms, LLC or such other entities, individuals, groups of individuals, or other entities as said Developer shall designate as its assignee by writing, signed, acknowledged and registered with said Registry District. In the event that the Developer's existence is terminated without an assignment of its rights, the Homeowners Association shall succeed to the rights and interests of the Developer, if such Homeowners Association shall be in existence.

1.04 "Land" shall refer to all the lots owned by the Developer, together with so much of the road shown on the plan called "Westmoor Farm Road."

1.05 "Lot" shall refer to each of lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 as shown on Definitive Subdivision Plan prepared for Nantucket Westmoor Farms, LLC by Eldridge Surveying, Inc., dated April 1, 2005, Nantucket Planning Board File No. 6842. Said Lots are also shown as Lots 21 to 34 inclusive on Land Court Plan No. 13328 M filed with Certificate of Title No 21835 at the Nantucket Registry District and in Plan File ____ at The Nantucket Registry of Deeds.

1.06 "Owner" shall refer to the owner or owners of record of any Lot but shall not include any mortgage holder prior to foreclosure of the rights of redemption under such mortgage.

1.07 "Plan" shall mean the plan drawn by Eldridge Surveying, Inc., dated April 1, 2005 for Nantucket Westmoor Farms, LLC, of land located on West Chester Street and Pilgrim Road now consisting Lots 21 through 34 on Land Court Plan 13328 M, showing 12 building lots and one new roadway (Lot 34) called Westmoor Farm Lane, approved by the Nantucket Planning Board on September 12, 2005, and endorsed by the Planning Board on October 13, 2005.

1.08 "Planning Board" shall mean the Planning Board of the Town of Nantucket.

1.09 "Restrictions" shall mean the restrictions, covenants and easements set forth in Article Two hereof.

1.10 "Structure" shall mean any structure or improvement, including, without limitation, a building, shed, tower, tank, retaining wall, deck, decorative wall, platform, steps, chimney or fence.

1.11 "Town" shall mean the Town and County of Nantucket, a political subdivision of the Commonwealth of Massachusetts.

1.12 Fulfillment of Conditions of Approval. In addition to the general purpose stated above, it is the further purpose of this instrument to establish restrictions and easements that have been required by the Planning Board in connection with its approval of the Plans.

ARTICLE TWO

Restrictions, Covenants and Easements

2.01 Subjection of Land. The Land shall be subject to the restrictions, covenants and easements of this Article Two.

2.02 Architectural Restrictions. The following Restrictions upon all improvements on the Land are hereby imposed:

2.02.01 Restrictions against structures; architectural review. No structure or improvement of any kind or nature shall be commenced, erected or maintained upon the Land nor shall any exterior addition, change, or alteration be made to any Structure, nor may any landscaping,

clearing, or alteration of vegetation upon any lot be commenced or performed (except for maintenance of existing landscaping or vegetation), unless the same has been approved in writing by the ARC. These architectural restrictions do not apply to structures on the property which existed prior to January 1, 2005 or such pre-existing structures if they are moved on their current Lot or to another subdivision lot. Original construction and any expansion upon any Building Lot shall be subject to the right of the Architectural Review Committee, acting through the Developer or Homeowners Association, to require harmonious architectural development in general accordance with principles expressed in "Building with Nantucket in Mind", as amended from time to time, and compliance with the restrictions contained herein. The Architectural Review Committee's final decision shall be at its sole discretion. The Architectural Review Committee will request Owners of Lots to read and be generally guided by the basic principles contained in "Building with Nantucket in Mind", as amended from time to time.

2.02.02 Plans; Specifications. Before any construction of any Structure, improvement, addition, change, alteration, or landscaping shall be commenced, (3) full sets of plans and specifications (on a scale of 1/4 inch equals one (1) foot) and a plot plan of the Lot in question shall be submitted to the ARC. Such plans and specifications shall show the front, rear, and all side exterior elevations, floor plans, profiles and materials, including (but not limited to) the color, the texture, and materials for the roof, exterior walls, trim, windows, and doors of each building or addition or exterior alteration. The plot plan shall show the building location and set back from property lines, dimensions of the proposed Structure, improvement, addition, change, alteration, or landscaping and of all other Structures upon the Lot, the location of water supply, sewage facilities, driveway, storm water drainage system, intended landscaping, screening, and land area. Any additional information requested by the ARC shall be promptly furnished by the Owner of the Lot in question. In addition to the foregoing, the Owner shall submit to the ARC for purposes of written approval, three (3) copies of all applications and plans prior to submission to the

Nantucket Historic District Commission ("HDC"). No changes in design from the plans submitted to the ARC shall be permitted without the prior written consent of the ARC, notwithstanding any decision of the HDC. The ARC shall review all proposed structures, recreational facilities, outdoor mechanical installations, landscaping plans, driveways and other exterior improvements, including expansion or renovation affecting the exterior of existing Structures. No improvement shall be placed upon the Land until the design, size, plans, specifications, location and landscaping treatment thereof shall have been approved in writing or this restriction waived in writing by the Architectural Review Committee. In its review, the Architectural Review Committee shall require the observance of the Design Standards provided below in section 2.02.3 and shall otherwise ensure compliance with subsection 2.02.6 in view of the Statement of Purpose of this Declaration.

2.02.03 Standards for Review. In determining whether or not to approve an application hereunder, the ARC shall consider the provisions of this Declaration and of the purposes herein set forth, particularly as to the harmony of exterior design and location of a proposed Structure in relation to the Lot which is the subject of the application and the surrounding Lots. Emphasis is to be placed upon the preservation of the Land in its natural environment to the greatest extent possible, with specific regard to the height of the proposed improvements. Approval of a plan may be withheld by the ARC on any reasonable basis, including purely aesthetic reasons. Subject to the provisions of subsection 2.03.3, the following design standards shall be observed:

2.02.03.1 Exterior Materials. All exterior walls shall be constructed of white cedar shingles, and all roofs shall be constructed of white cedar shingles (not split shakes). Shingles of the exterior walls and roof shall be their natural color.

2.02.03.2 Trim and Sash. All exterior trim and window sashes shall be stained or painted an approved Nantucket color.

2.02.03.3 Windows. All windows and doors must have true divided lights.

2.02.03.4 Roof Walks. Roof walks, or structures on the roof, if included in the architectural design features, shall not be lighted in any manner.

2.02.03.5 Foundation. No foundation wall may be exposed more than eight (8") inches from finished grade. All foundation walls must be either poured concrete or parged.

2.02.03.6 Concealment of Utility Lines and Facilities. All utility lines and facilities shall be underground and the overlying ground shall be either landscaped or returned to natural condition. All propane gas storage tanks, and containers for garbage, trash, refuse and other materials shall be underground, enclosed within a building or screened. Under no circumstances shall fuel oil storage tanks by installed underground and if installed above ground, such tanks shall be fully concealed.

2.02.03.7 Approval and Construction of Driveways and Parking. Location of all driveways and off-street parking areas shall be subject to the approval of the Architectural Review Committee.

2.02.03.8 Accessory Structures. Erection of fences, walls and other accessory structures and improvements shall be kept to a minimum consistent with functional need, in the interest of preserving open views from adjoining lots and the neighborhood.

2.02.04 Certificate of Approval. The ARC, upon request, shall furnish a certificate of approval, in recordable form, relating to any application approved by it (or deemed hereby to have been so approved) and shall also furnish a certificate of approval relating to any completed improvements which are built in conformity with the application for their approval.

2.02.05 Construction Activities. Any approved construction, once commenced, shall be prosecuted with reasonable diligence and as expeditiously as possible until completed, and no

changes or deviations from the application for approval of such construction and the plans and documents presented in connection therewith shall be permitted without the express, prior, written consent of the ARC. During the course of construction upon a Lot, the Owner of such Lot shall be responsible for ensuring that construction activities and disturbance of the ground area and natural vegetation are limited to the area to be landscaped as delineated upon the plot plan furnished to the ARC as herein provided, and the exterior of the Lot shall be kept as clean and clear of debris as is reasonably possible. Any construction hereunder shall be completed within eighteen (18) months after ground is broken or work otherwise commenced with respect thereto, except to delays due to force majeure, strikes, wars, acts of God, and other matters, not within the control of the Owner of the Lot and its agents, servants, and contractors.

2.02.06 Conformity with Plans and Guidelines. All construction upon a Lot must be performed in conformity with the approval of the ARC and the plans submitted in connection therewith, both as to design and location. Structures upon any Lot shall be limited to a maximum roof ridge height of twenty-eight (28') feet, measured from the top of the foundation.

2.02.07 Restrictions upon Maintenance. Every Lot and every Structure thereon shall be maintained in a neat, clean condition, and the exterior of each Structure shall be maintained in a condition of good repair.

2.03 Restrictions Upon Use. The following restrictions upon uses of Lots are hereby imposed:

2.03.01 Single-family Residential Use Only. All Lots shall be used exclusively for single-family residential purposes, and no part of the Land, nor any Structures thereon, shall be used in connection with the conduct of any trade, business, or occupation of any kind whatsoever.

2.03.02 Secondary Dwellings. Not more than one (1) single-family dwelling, as defined in the Nantucket Zoning By-law now in effect, may be constructed, used, or occupied on any Lot, except that a secondary dwelling, if permitted under and conforming with the Nantucket Zoning By-law as from time to time in effect, may be constructed upon each of the lots except for Lot 24 as shown on the Definitive Subdivision Plan for Nantucket Westmoor Farms, LLC prepared by Eldredge Surveying and dated April 1, 2005, Planning Board File Number 8642.

2.03.03 Driveways. Driveways shall not be constructed with cement, asphalt or other impervious materials.

2.03.04 Swimming Pools. No above ground swimming pools or vinyl-lined underground pools shall be allowed upon any Lot. Pools must be gunnite or of comparable quality.

2.03.05 Cutting of Vegetation. No trees, shrubs, or other natural vegetation shall be removed, cut, or trimmed within twenty (20) feet of any Lot line. Further, each Owner shall make a diligent effort to preserve existing trees of three (3") inch caliper or greater on his or her lot. The Developer shall notify the Planning Board in advance as to which existing trees located in the road layout and turnout are to be removed during the course of construction.

2.03.06 Off-street Parking. Off-street areas for motor vehicles shall be provided on each Lot. No commercial vehicles may be garaged or kept upon any Lot. Not more than three (3) motor vehicles may be parked upon any Lot unless the area for parking motor vehicles shall be screened from view from any point outside the boundaries of such Lot.

2.03.07 Storage of Vehicles and Equipment. No unregistered (except garaged automobiles), equipment, or materials shall be placed or stored upon any Lot, except equipment or materials for use in connection with the construction or maintenance of Structures or landscaping as permitted hereunder.

2.03.08 Storage of Trailers, Boats, etc. No trailer or mobil home, either with or without wheels, shall be permitted upon any Lot, except for the temporary installation by the Owner of a

Lot, or his contractors, of trailers for use as field offices or tool sheds at a location approved by the ARC. No commercial vehicle larger than three-quarters of a ton shall be placed or stored upon and Lot for a period of more than 48 consecutive hours if it is visible from any surrounding property or driveways. Boats may be stored on any Lot except that said boats must be garaged or completely screened from view from any point outside such Lot.

2.03.09 Exterior Lighting. Exterior lighting shall be shaded by opaque receptacles, with the light source not visible from any other dwelling. The use of exterior flood lights or spot lights is not permitted.

2.03.10 Signs. No signs shall be permitted upon any Lot, except for one sign not more than two (2) square feet in area, indicating the name of the Owner or home, and/or the name or street address of such Lot. The style, location, and decoration of such sign shall be subject to prior architectural review and approval by the ARC.

2.03.11 Trash. All garbage, trash, and rubbish placed outdoors on a Lot shall be kept in securely covered containers protected from animals and screened from view from any point outside the boundaries of such Lot and shall not be left on the Premises for more than two (2) weeks at a time.

2.03.12 Laundry Drying. No exterior laundry drying facilities shall be place upon a Lot unless they are screened from view from any point outside the boundaries of such Lot.

2.03.13 Tents. No tent or temporary shelter which is visible from another Lot shall be erected or maintained without the written consent of the ARC.

2.03.14 Parking. No road may be used for storage, repair, or washing of any motor vehicle, boat, trailer, or camper, nor for parking except in designated parking areas.

2.03.15 No Further Subdivision of Lots. No Further Subdivision of the Lots except that Lots may be reconfigured and lot lines adjusted through the Submission of an Approval Not Required Plan to the Planning Board on the condition that no additional building lots shall be

created.

2.04 Reservation of Easement. Developer hereby reserves for itself and the appropriate utility companies, agencies, franchises or governmental agencies, including, but not limited to, the Town and County of Nantucket, easements upon the land to provide for installation, service, repair, replacement and maintenance of equipment, conduits, and lines to provide utility service to the Lots, including, but not limited to power, electric, transmission, light, telephone, television cable, data, gas, or water, sewer, drainage and governmental services, including police and fire protection together with reasonable rights of access for persons and equipment necessary for such purposes. Such easement or easements are to be generally located within twenty (20) feet of Westmoor Farm Lane, and adjacent to the Lot lines separating each Lot, with exact locations to be established upon installation of such services by the recording of a plan identifying the limits of such easement. Owners shall be obligated to execute such additional documents as Developer may reasonable request in a form recordable at the Nantucket Registry District for the parties benefited hereby.

2.05 Acceptance of Covenants. Each owner of a building Lot by accepting an interest in the Lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations, covenants, easements and restrictions contained in these Protective Covenants and in the event of any breach thereof, agrees to pay all costs, including reasonable attorney's fees, incurred in the enforcement thereof by any parties so entitled.

ARTICLE THREE

Enforcement of Restrictions

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

3.02 Restriction Enforceable by Others. The Developer shall have the right to grant

to the Nantucket Planning Board or an appropriate not-for-profit organization the right to enforce any or all of the Restrictions. Such grant shall be in the form of a writing signed and acknowledged by the Developer and accepted in writing by a majority of the Planning Board or board of the not-for-profit organization, and filed for record with the Nantucket Registry of Deeds. Upon the registration of such grant with said Registry District, no provision hereof relating to any right or Restriction, the enforcement of which has been granted to the Town or not-for-profit organization, may be amended without the written consent of a majority of the Planning Board or the Board of such charitable institution.

3.03 Appurtenant Restrictions. Each Owner of a Lot shall have the right directly and through the Homeowners Association to enforce any Restriction, as appurtenant to such Lot, upon any violation of any Restriction upon any of the Land, and each Lot shall be deemed to be benefited hereby.

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

3.05 Easement for Enforcement of Restrictions. In the event of any physical condition upon any Lot which shall violate any of the Restrictions, the Homeowners Association may notify the Owner of such lot of the existence of same in writing, and if the Owners of such lot has failed to correct the same within ninety (90) days after the giving of such notice, the Homeowners Association may enter upon such lot to correct the same, with its agents, contractors and workmen. In the event of such entry, neither the Homeowners Association or Owners, nor the agent, contractor or workman duly authorized by the Homeowners Association shall have any

liability to any Owner of such lot, in trespass or otherwise, by reason of such entry.

3.06 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.

3.07 Restrictions Run with Land. Upon the registration of this instrument with the Nantucket Registry of Deeds, the Restriction and all other provisions of this instrument shall run with and bind the Land and every portion thereof.

ARTICLE FOUR

Lien and Assessments

4.01 Assessment and Charges. Each Owner of every Building Lot, by accepting a deed therefor, whether or not the same shall be expressed in such deed, shall be deemed to covenant to pay to the Homeowners Association annual assessments, assessment of the real estate taxes payable on any real property owned by the Homeowners Association, and special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof (including attorney's fees) as hereinafter provided, shall be a charge on each Lot and shall be continuing lien upon the Lot against which each such assessment is made. Each assessment, together with such interest and costs, shall also be a personal obligation of each Owner of a Lot against which such assessment is made at the time when the same falls due.

4.02 Effect of Non-Payment of Assessments. If any assessment is not paid when due, the same shall be deemed delinquent and shall, together with interest and costs as hereinafter provided, be a continuing lien upon the Lot upon which the same was assessed and shall run with such Lot and bind it in the hands of its Owner at the time of such assessment and the successors in

title to such Owner. The Association shall have the right to proceed to enforce such lien by sale of the Lot in question, such sale to be conducted in the same manner provided by Massachusetts law for a sale to enforce a mechanics lien under a written contract. If any assessment is not paid within thirty (30) days after it shall become due, it shall bear interest from the sale when due at the rate of fifteen (15%) per cent per annum. In the event that any proceeding to enforce a lien hereunder, the Homeowners Association shall be entitled to collect as a part thereof its reasonable costs of collection, including reasonable attorney's fees.

4.03 Estoppel Certificate. Upon written request of any Owner, the Trustees of the Homeowners Association shall within twenty (20) days execute and deliver to the Owner any document, including an Estoppel certificate in form acceptable to the Trustees, which certifies the Owner's compliance with any obligation of the Owner contained in this Declaration of Protective Covenants, and which otherwise evidences the status of this Declaration of Protective Covenants and matters affected thereby, as may be requested by Owner.

ARTICLE FIVE

General

5.01 Amendment. This instrument may from time to time be amended by written agreement executed and acknowledged by the unanimous agreement of the Owners of Building Lots, inclusive; and any such amendment shall be effective when the same is filed for record with the Nantucket Registry District for the Land Court.

5.02 Architectural Review Committee Membership. The Committee shall consist of three members, and at least two of whom shall be Owners of Lots. The initial members of the Architectural Review Committee shall be John C. Pyles, Barbara Harrison Pyles, and Peter Harrison. The members of the Architectural Review Committee may resign effective upon registering with the Nantucket Registry District an instrument setting forth the resignation of such member. Upon such resignation, or vacancies otherwise occurring, successor members shall be

appointed by appointment of the then remaining members of the Architectural Review Committee made by an instrument duly registered at the Nantucket Registry District for the Land Court. In the event of the resignation, without appointment of successors, or vacancies otherwise occurring as to all the members of the Architectural Review Committee, the majority of Owners shall have the right to designate a new Architectural Review Committee and to prescribe qualifications for and terms of office of its members by instrument duly registered at the Nantucket Registry District for the Land Court.

5.03 Notices. All notices hereunder shall be effective only when mailed by certified mail, return receipt requested, addressed, if to the Homeowners Association to, Nantucket Westmoor Farms Homeowner's Association, c/o John C. Pyles, 2812 Chesterfield Place, N.W. Washington, DC, 20008 or such other address as the Association may, from time to time, designate by Certificate filed with said Registry District.

Nantucket Westmoor Farms, LLC, Trustee of Nantucket Westmoor Farms Homeowners Associations Trust u/d/t dated September 30 2005 and registered as Document No. _____ at the Nantucket Registry District, hereby certify that it is the sole Trustee of said Trust; that said Trust has not been altered, amended, revoked or terminated; that pursuant to said Trust and upon the specific direction of the beneficiaries, the Trustee has the power and authority to purchase property for the Trust ,to mortgage all or any part of the Trust property, to sell or otherwise dispose of all or any part of the Trust property, and to do all things necessary and required to subdivide and manage the Trust property; that all beneficiaries of the Trust are of full age and competent; that pursuant to the provisions of the Trust, the Trustee has been authorized and directed by the beneficiaries to subdivide, manage and develop the Trust property and to sign any and all necessary documents necessary to effectuate these actions for nominal consideration.

Executed under seal this 30th day of September 2005.

~~NANTUCKET WESTMOOR FARMS HOMEOWNERS ASSOCIATION TRUST~~

By: NANTUCKET WESTMOOR FARMS, LLC, ~~Trustee~~

JOHN C. PYLES, Manager/Member

COMMONWEALTH OF MASSACHUSETTS
~~DISTRICT OF COLUMBIA~~

Nantucket, ss. September 30th, 2005

On this 30th day of September 2005, before me, the undersigned notary public, personally appeared John C. Pyles, Manager/Member of Nantucket Westmoor Farms, LLC proved to me through satisfactory evidence of identification, which were Personal Knowledge 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 ~~in his capacity as Trustee of the Nantucket Westmoor Farms Homeowners Association Trust~~.

Notary Public
My Commission Expires:

RICHARD P. BEAUDETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2012

CONSENT OF MORGAGEE

NANTUCKET BANK, A Division of Sovereign Bank being the holder of a certain mortgage from Nantucket Westmoor Farms, LLC, ~~Trustee of the Nantucket Westmoor Farms Homeowners' Association Trust u/d/t dated September 30, 2005 registered at the Nantucket Registry District as Document No. _____ filed with Certificate of Title No. 21835 and recorded in Book _____, Page _____ at the Nantucket Registry of Deeds~~ to it dated June 30, 2005 and registered at the Nantucket Registry District as Document Nos. 112421 and 112426 filed with Certificate of Title No. 21835 and recorded in Book 965, Page 89 at the Nantucket Registry of Deeds, for consideration paid, hereby consents to the foregoing Declaration of Protective Covenants and Restrictions, and agrees that said mortgage shall be held subject to and with the benefit of said Declaration of Protective Covenants and Restrictions.

Executed and Sealed on February 28, 2006.

Nantucket Bank, a Division of Sovereign Bank
By:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. February 28, 2006

On this 28th day of February 2006, before me, the undersigned notary public, personally appeared Lewis L. Walker, of Nantucket Bank, a Division of Sovereign Bank proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as agent for Nantucket Bank, a Division of Sovereign Bank .

NOTARY PUBLIC
My Commission Expires:

RICHARD P. BEAUDETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 2, 2012

COMMONWEALTH OF MASSACHUSETTS
TOWN and COUNTY of NANTUCKET

IN RE: NANTUCKET WESTMOOR FARMS, LLC	AFFIDAVIT OF ATTORNEY KEVIN F. DALE

Commonwealth of Massachusetts }
County of Nantucket } ss.

The undersigned, an attorney-at-law, make the following statements of my own personal knowledge:

1. I am an attorney for Nantucket Westmoor Farms, LLC, the Grantor named in the Nantucket Westmoor Farms Subdivision Declaration of Protective Covenants and Restrictions ("Declaration of Restrictions") dated September 30, 2005 to which this Affidavit is attached. I participated in the preparation of said Declaration of Restrictions.

2. Subsequent to the preparation of such Declaration of Restrictions, the following changes to the Declaration of Restrictions were made in the process of preparing to register said Declaration of Restrictions at the Nantucket Registry for the Land Court:

The Grantor in said Declaration of Restrictions was changed from "Nantucket Westmoor Farms, LLC, Trustee of Nantucket Westmoor Farms Homeowners Association Trust u/d/t dated September 30, 2005" to "Nantucket Westmoor Farms, LLC".

3. All such changes were made with the consent and approval of the Grantor, Nantucket Westmoor Farms, LLC, in order to conform said Declaration of Restrictions to its intentions.

Signed under the pains and penalties of perjury this 13th day of March 2006.

KEVIN F. DALE, ESQUIRE
BBO# 112340

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss. March 13, 2006

On this 13th day of March 2006, before me, the undersigned notary public, personally appeared Kevin F. Dale, Esquire and proved to me through satisfactory evidence of identification, which were personally known to me 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.

NOTARY PUBLIC
My Commission Expires:

MARY ELLEN MANNING
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 22, 2007