

## DECLARATION OF RESTRICTIONS AND EASEMENTS

GARY A. WINN, Trustee of SHEEP COMMON REALTY TRUST under Declaration of Trust dated August 1, 1993, and recorded in the Nantucket County Registry of Deeds (the "Registry") herewith in Book 460 pg 171 ("Declarant") currently owns several parcels of land located on the northerly side of Milestone Road in the Town of Nantucket, Nantucket County, Massachusetts, commonly known as Parcel A, Parcel E, Parcel E-1 and Lots 1 through 29, inclusive (the "Property"). The Property is more particularly described on the plan entitled "Definitive Plan at Tetawkimmo Subdivision, Nantucket, Massachusetts" dated February 28, 1994 and last revised August 25, 1994 prepared for Conantum Trust by: Daylor Consulting Group, Inc. (the "Plan"), recorded as not more than eighteen (18) sheets ("Sheets") with Plan File 45-R. The cover sheet of the Plan is attached hereto as Schedule A and made a part hereof.

The terms "Parcel A", "Parcel B", "Parcel B-1", "Parcel C", "Parcel D", "Parcel E" and "Parcel E-1" shall refer to the parcels so designated on Schedule A (collectively, the "Parcels"); the term "Lots" shall refer to Lots 1 through 29, inclusive, collectively, and the term "Lot" shall refer to one of the Lots, as applicable.

As of the date hereof, the Parcels and the Lots are unimproved. Declarant anticipates that Parcel A and the Lots will be improved to permit ingress and egress via Parcel A, the installation of drainage facilities and utilities and driveways from Parcel A to the Lots and the development of single-family homes on the Lots. In addition, certain existing ways as shown on the Plan shall continue to be used by others with rights thereto. Declarant wishes to provide for easements with respect to the orderly development of Parcel A and the Lots, driveways, utility lines, pipes and/or conduits by future owners of Parcel A and the Lots.

Immediately after the conveyance of the Property by Donald P. Quinn, Trustee of Conantum Trust under Declaration of Trust dated as of October 8, 1992 and recorded in the Registry in Book 0399, Page 251 ("Conantum") to Declarant, Conantum conveyed Parcels B and B-1 to the Nantucket Islands Land Bank ("NILB") by deed recorded immediately subsequent hereto ("Parcels B and B-1 Deed"). In connection with the NILB's acceptance of title to Parcels B and B-1, the NILB shall receive the benefit of certain restrictions and easements described herein, which shall run with the title to Parcels B and B-1 and be binding upon Declarant, its successors and assigns.

Prior to the conveyance of the Property to Declarant, Conantum conveyed Parcels C and D to the Nantucket Conservation Foundation, Inc. ("NCF") by deeds recorded in the Registry herewith in Book 460 pg 198 & 200. In connection with NCF's acceptance of title to Parcel C and Parcel D, the NCF shall receive the benefit of certain restrictions and easements described herein, which shall run with the title to Parcel C and Parcel D and be binding upon Declarant, its successors and assigns.

Accordingly, Declarant hereby declares the following restrictions and easements to run with the Property, the burdens and benefits of which shall be binding upon Declarant, its successors and assigns:

1. Roadway Easements. The owner of each Lot (each, a "Lot Owner" and collectively the "Lot Owners") shall have a permanent easement, in common with the other Lot Owners and Tetawkimmo Common Association Trust dated as of the 7 day of November 1994, and recorded herewith in Book 460 pg 243, ("TCAT") to pass and repass over Parcel A as shown upon the Plan and to use the same for any purpose for which streets are customarily used from time to time in the Town of Nantucket, and TCAT shall have a permanent easement to install, maintain, repair and replace utility lines and drainage facilities therein, including the right to install, improve, maintain, repair and replace the surface thereof. In addition, NILB shall have a permanent easement for its maintenance vehicles and pedestrians visiting Parcel B or Parcel B-1 to pass and repass over Parcel A as may be necessary from time to time and Nantucket Land Council, Inc. ("NLC") shall have a permanent easement for its representatives to pass and repass over Parcel A as may be necessary from time to time to inspect Parcels E and E-1 pursuant to the terms of a certain Conservation Restriction dated Nov. 3, 1994 granted by Declarant to NLC and recorded herewith in Book 460 pg 268 ("Conservation Restriction").

2. Slope Easements. Declarant shall have a permanent easement to construct slope easements (i) as may be reasonably necessary across any Lot in the construction, maintenance, repair or replacement of roadways upon Parcel A, provided that such easement shall not extend into any Lot a distance greater than ten (10) feet from Parcel A; and (ii) Slope Easements as described in the Parcels B and B-1 Deed and in a certain deed of Parcels E and E-1 dated Nov. 7, 1994 from Declarant to TCAT recorded herewith in Book 460 pg 204 "Parcels E and E-1 Deed").

3. Drainage Easements. The Lot Owners shall have a permanent easement within the areas of the Property marked "Drain Easement" upon the Plan for the flowage and drainage of waters from each Lot and the surface of Parcel A, subject to the terms and conditions stated in the Parcels B and B-1 Deed, the Parcels E and E-1 Deed and the deed of Parcel C to NCF.

4. Construction Easements. The Owner of Parcel A shall have a permanent easement to enter upon and use those portions of Parcels B, B-1, C, E and E-1 that shall reasonably be required in connection with the construction and maintenance of the Drain Easement and the outflow areas therefrom described in the deed of Parcel C to NCF, the Parcels B and B-1 Deed and the Parcels E and E-1 Deed, and the Slope Easement (the "Construction Easement") as described in the Parcels B and B-1 Deed and the Parcels E and E-1 Deed.

5. Utility Easements. The Lot Owners shall have permanent easement rights to install, maintain, repair, remove and replace facilities such as wires, cables, pipes and lines for the underground passage of utilities over Parcel A, including, without limiting the generality of the foregoing, water, gas, electricity, telephone, television cables, and any other

utilities which may become available from time to time. The Declarant reserves the right for itself and its successors and assigns to from time to time grant easements in Parcel A or the Lots to utilities for the purpose of providing service to the Lots.

6. Property Restrictions.

(a) No more than one single-family dwelling unit shall be constructed on any Lot and no secondary dwellings shall be permitted on any Lot.

(b) Any Lot property line which abuts Parcel E or Parcel E-1 shall be temporarily delineated with a snow fence or similar fencing prior to issuance of a building permit for such Lot to prevent disturbance to Parcel E or Parcel E-1 during construction. Each Lot Owner of a Lot abutting Parcel E or Parcel E-1 shall delineate such property line with a permanent hedge or split rail fencing located within the perimeter of such Lot within six months of the issuance of the Certificate of Occupancy for the single-family dwelling on such Lot. The Nantucket Planning Board is hereby granted the right to enforce any violation of this Section 6(b).

(c) Permitted uses of Parcel E and Parcel E-1 shall be restricted by the Conservation Restriction recorded herewith in compliance with Section 139-7B(6) of the Nantucket Code and Massachusetts General Laws Chapter 184, Sections 31 and 32.

(d) All structures as defined in Section 139-2 of the Nantucket Code, except for fences, retaining walls and septic systems, shall be sited within the building envelopes shown on the Plan.

7. Design Restrictions. The Lots shall be subject to design restrictions governing the quality and character of the dwellings and any other buildings that may be constructed. In general terms, the intention of the restrictions is to encourage architectural design subordinate to the natural terrain of the moors and heathland environment. Declarant shall require that all structures be built in the spirit of turn of the century "Cottage and Shingle" style architecture, which is relaxed in form and includes low-pitched roofs, exaggerated roof overhangs with verandas and porches integrated into the main mass of the house. The emphasis of all proposed construction must be on the relationship of each structure to its site and its neighboring structures.

The Declarant hereby imposes the following specific design restrictions on each of the Lots:

(a) No structure except for fences may be sited at or above the 50 foot elevation contour line. Declarant shall impose this condition by requiring building envelopes showing the buildable portion of the Lot on a dimensioned topographical plan to be used as the conveyancing plan. Said 50 foot contour line is clearly delineated on the Plan and Declarant shall establish a permanent bench mark on the

Property suitable to confirm the exact location of the 50 foot contour line. Only Lots 2, 8, 10, 16, 17 and 18 are affected by the 50 foot contour line.

(b) To lessen the impact of structures and to promote harmony with the existing contours and vegetation of the site and the surrounding area, maximum ridge height (excluding chimneys) of any structure is not to exceed 25 feet for 60 percent (60%) of a structure's ground cover and is not to exceed 22 feet for the remaining 40 percent (40%) of ground cover. These maximum heights shall be measured from the maximum elevation of existing grade along the exterior foundation line, when said line is superimposed on the topographic portion of the Plan. At least 50 percent (50%) of the eave line for each structure shall not exceed 10 feet in height above finished grade. There shall be no mounding of earth to elevate the highest existing grade on a particular Lot.

(c) Trim shall be restricted to natural, or the following Nantucket Historic District Commission ("HDC") approved colors: Quaker Grey, Nantucket Grey, Cottage Red, Essex Green, Chrome Green and Hamilton Blue, or similar dark tone shades approved by the HDC.

(d) All roofing material shall be limited to wood shingle construction of red cedar, Alaskan yellow cedar, or white cedar.

(e) All chimneys shall be unpainted and constructed of red brick, grey stucco or natural stone.

(f) All permanent fencing shall be unpainted or painted only in the approved colors listed above in subparagraph 7(c).

(g) All siding shall be constructed of white cedar shingles or clapboards painted only in the above listed approved colors in subparagraph 7(c).

(h) Roof walks and related structures are prohibited.

(i) All exterior light sources shall be limited to incandescent bulbs. Flood lights and High Intensity Distribution ("HID") light sources (Mercury Vapor, High Pressure Sodium, Metal Halide and the like) are prohibited. Fixtures shall be compatible with the building character. The color of light fixture housings shall be natural metal, black, green or dark brown. Light distribution patterns shall be limited to areas around the buildings and walkways and shall not in any case extend beyond the lot line.

(j) Lots shall be landscaped so as to protect native heathland and grassland habitats. The planting of the following invasive species of plants not native to Nantucket shall be prohibited on the Lots, Parcel A, Parcel E and Parcel E-1:

(i) Japanese Black Pine (*Pinus thunbergii*);

- (ii) Tatarian Honeysuckle (*Lonicera tatarica*);
  - (iii) Oriental Bittersweet (*Celastrus orbiculatus*);
  - (iv) Autumn Olive (*Elaeagnus umbellata*);
  - (v) Multiflora Rose (*Rosa multiflora*);
  - (vi) Porcelain Berry (*Ampelopsis brevipedunculata*);
  - (vii) Purple Loosestrife (*Lythrum salicaria*);
  - (viii) Common Reed (*Phragmites communis*);
  - (ix) Japanese Knotweed, Japanese Bamboo (*Polygonum cuspidatum*);
- and
- (x) Crown Vetch (*Coronilla varia*).

(k) The Declarant encourages uses and architectural designs which are traditional in tone and subordinated to the natural environment.

(l) No horses or livestock may be kept or housed on any Lot or on any portion of Parcels A, Parcel E or Parcel E-1.

(m) No construction on a Lot, including any modification or alteration to the exterior of an existing building or structure, as well as to tennis courts, swimming pools, and fences shall commence until the Design Review Committee ("DRC"), or its successor or assign, has approved the plans therefor. The DRC shall be the Trustee of Sheep Common Realty Trust, 35 Main Street, Nantucket, Massachusetts 02554, until the earlier to occur of the conveyance by Sheep Common Realty Trust of its last Lot in the subdivision or the Trustee of Sheep Common Realty Trust resigns as the DRC in an instrument recorded at the Nantucket Registry of Deeds. Thereafter, the Trustees of Tetawkimmo Common Association Trust, as they may be elected from time to time, will serve as the DRC. The filing fee for the review of the construction plans shall be \$200.

The construction plans must show all elevations, including the elevations for all garages and any proposed outbuildings. The architectural review extends only to the exterior appearance of the buildings, including but not limited to, sidewall treatment, windows, doorways, paint color, roof shingles, porches and decks. Architectural review shall also extend to the siting of structures on the Lots, landscaping and any associated features including, but not limited to, driveways, walls, fences, gazebos, arbors, patios, walkways, exterior lighting, steps and any or all other matters relating to the exterior appearance of the Subdivision.

Prior to the construction of improvements (or exterior modification of existing improvements) or landscaping on any Lot, the Lot Owner shall submit to the DRC or its successor or assign the required construction plans, elevation plans, plot plan, landscaping plan or any other plans the DRC or its successor or assign may reasonably request to establish fully the nature of the proposed activity and to establish compliance with the other terms of this Declaration.

Upon approval or qualified approval by the DRC of any plan submitted pursuant to this Subsection 7(m) the DRC shall (i) notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval and (ii) if requested by the applicant, and at the applicant's expense, provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval.

A Lot Owner shall not commence with any improvements without the written approval of the Plans by the DRC and shall undertake the proposed improvements only in conformity with the approved plans. Failure of the DRC to respond to any submission within 30 days shall constitute approval of the plans.

Upon completion of construction upon any Lot, the Lot Owner may, at his or her own cost, arrange for an independent certified registered land surveyor or professional engineer to issue a certificate that such dwelling complies with Subsections 7(a) and/or 7(b) hereof, and such certificate shall be binding on TCAT as evidence that such dwelling complies with the requirements of such Subsection, unless TCAT challenges such compliance within thirty (30) days of receiving a written copy of such certificate.

8. Construction Access. All construction access to the Lots shall be via either Parcel A on the Plan or the Emergency Access Road depicted across Parcel B on the Plan and under no circumstances will Pout Pond Road or the Proprietor's Road be used by the Lot Owners, Declarant, or Declarant's employees, successors, agents, assigns or employees of said successors, agents or assigns. Further, the stockpiling of debris or construction materials and the parking or storing of construction equipment on Parcel C, Parcel D, Parcel E or Parcel E-1 is prohibited. Material used in connection with the restoration of Parcel B and Parcel B-1 may be temporarily stored on Parcel B-1 and on a portion of Parcel B as described in the Parcel B and B-1 Deed.

9. Maintenance and Costs. The maintenance, repair, replacement or rebuilding of Parcel A and the emergency access road depicted on the Plan; management of vegetation located within Parcel A; maintenance and repair of utilities and drainage structures as depicted on the Plan; erosion control over Parcels B, B-1, C, E and E-1; and maintenance of boundary markers delineating boundaries between Parcels B and Parcels E and E-1 and Parcels B-1 and E (collectively the "Common Facilities") shall be performed by TCAT. The costs of maintaining, repairing, replacing or rebuilding the Common Facilities shall be a common expense of TCAT. Notwithstanding the foregoing, each Lot Owner shall be responsible for the repair or replacement of the Common Facilities damaged during the

construction of structures and/or improvements to his or her respective Lot. Parcel A shall be kept in passable condition during construction and if necessary restored to the condition it was in prior to construction. Repair or replacement of the Common Facilities shall be completed within eighteen (18) months from the commencement of building construction and/or improvement to each Lot Owner's respective Lot if TCAT finds that sufficient damage warrants such repair. Roadway repair shall be consistent with the original design specifications required by the Nantucket Planning Board, as specified on the Plan.

10. Conveyance of Parcel E and Parcel E-1

Upon any of the following events, Parcel E and Parcel E-1 will be conveyed by TCAT or its successor or assign to a non-profit conservation organization willing to accept title to such parcels subject to the Conservation Restriction:

- (a) TCAT fails to manage Parcel E and Parcel E-1 under the guidelines of the Tetawkimmo Commons Conservation Restriction Maintenance Plan ("TCCRMP") attached to the Conservation Restriction as Exhibit D for a period of three (3) consecutive years, or if TCAT should fail to notify NCF or NILB of its votes pursuant to Subsection 10(b) hereof not to implement the TCCRMP;
- (b) TCAT by majority vote elects to abandon its obligations under the TCCRMP attached to the Conservation Restriction as Exhibit D and communicates such abandonment to NCF or NILB in writing; or
- (c) Real estate taxes for Parcel E and Parcel E-1 are in arrears for a period of three (3) consecutive calendar years.

11. Environmental Indemnity. Declarant and the beneficiary of Declarant shall indemnify NILB for any loss, cost, damage, liability or harm, including reasonable attorneys' fees and expenses, arising out of the existence of any hazardous materials on Parcels B or B-1 at the time of the conveyance of such parcels from the Declarant to NILB.

12. Enforcement. TCAT shall enforce each restriction created by this Declaration and the costs, including legal fees, shall be special assessments allocated as provided in Section 13 hereof. If TCAT fails to commence action to enforce a restriction contained herein which has been materially violated within sixty (60) days after receiving written notice of such a violation from a Lot Owner, then the Lot Owner who gave such notice shall have the right to take action to enforce the restriction which has been violated and, upon entry of a final judgment in favor of the Lot Owner, the reasonable costs of such enforcement, including legal fees, shall be special assessments allocated as provided in Section 13 hereof.

13. Liens and Assessments.

(a) Assessments and Charges. Each Lot Owner, by accepting a deed therefor, whether or not the same shall be expressed in such deed, shall be deemed to covenant to pay to TCAT annual assessments or charges, and special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof (including attorneys' fees) as hereinafter provided, shall be a charge on each Lot and shall be a 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 Lot Owner of a Lot against which such assessment is made at the time when the same falls due. NILB, NLC, and NCF shall owe no assessments or charges whatsoever to TCAT.

(b) Purposes of Assessments. All assessments shall be levied by TCAT and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Lot Owners, occupants, and visitors to the Property, and in particular for improvement and maintenance related to the use and enjoyment of the roads and ways shown on the Plan, including, but not limited to, the payment of taxes and liability insurance, maintenance of roads, paths, and equipment, implementation of the TCCRMP and the cost of labor, equipment, materials, management, and supervision thereof.

(c) Amount and Time of Payment of Assessments. The amount of each assessment and the time at which the same shall be payable shall be determined by TCAT in accordance with its governing documents. Each Lot shall be assessed equally for each assessment, except for matters particularly related to work done to serve a specific Lot.

(d) Certification of No Lien. TCAT shall, upon demand at any time, furnish to any Lot Owner a certificate, in form suitable for recording, signed by a Trustee or officer of TCAT, setting forth the amount and due date of all assessments upon such Lot, and whether the same have been paid. The signature by such Trustee or officer shall be conclusive evidence of his or her authority to make such certification on behalf of TCAT, and such certificate shall be conclusive evidence of the matters therein stated, except to the extent that the Lot Owner disputes the amount of any assessment therein stated to be unpaid.

(e) 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 to such Lot's owner at the time of such assessment and the successors in title to such Lot Owner. TCAT 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 mechanic's 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 date when due at the rate of fifteen percent (15%) per annum. In the event of any proceeding to enforce a lien hereunder, TCAT shall be entitled to collect as a part hereof its reasonable costs of collection, including reasonable attorneys' fees.

14. General Provisions.

(a) Effect. This instrument shall bind and be of benefit to the Lot Owners from time to time, and, except as herein provided, shall run with title to the Property, Parcel B, Parcel B-1, Parcel C and Parcel D and shall be referred to in any conveyance of any Lot or any interest therein.

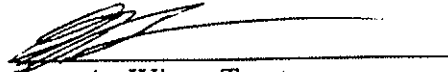
(b) Amendment. This Declaration may be amended at any time or from time to time by no less than two-thirds of the Lot Owners. However, no amendment, adopted by less than unanimous consent, shall be effective to impose restrictions more onerous than those hereby imposed upon any Lot, the Lot Owners of which shall not have joined in and consented to such amendment. A written instrument setting forth the terms of any such amendment shall be signed by a majority of the Lot Owners entitled to vote and recorded with the Nantucket Registry of Deeds. Notwithstanding any other provisions of this Declaration to the contrary, if any modification, alteration, amendment or supplement is necessary in the judgment of Declarant to cure any ambiguity or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provisions hereof, or if such modification, alteration, amendment or supplement is necessary to conform to the requirements of applicable law, then at any time and from time to time the Declarant may effect an appropriate corrective amendment without the approval of the Lot Owners upon receipt by the Declarant of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this Subsection 14(b). Each amendment of the type described in this Subsection shall recite that it is being made in accordance with this Subsection of the Declaration.

Nothing in this section shall permit an amendment to Section 7(a)-(l) hereof without the prior written consent of NLC and the NCF. The NCF shall be deemed a party benefited by the restrictions contained herein under Mass. Gen. L. ch. 184, §27. Furthermore, no right specifically granted to NCF, NLC or NILB hereunder shall be modified by the Lot Owners or the Declarant without the prior written consent of the group or groups benefited.

(c) Governing Law. This instrument shall be construed under the laws of the Commonwealth of Massachusetts.

(d) Severability. In the event that any provision hereof shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, every other provision hereof shall nevertheless remain in full force and effect.

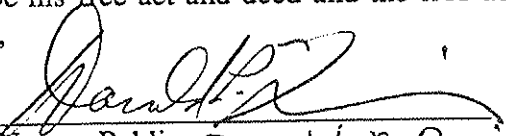
Executed and sealed as of November 7, 1994.

  
\_\_\_\_\_  
Gary A. Winn, Trustee  
SHEEP COMMON REALTY TRUST

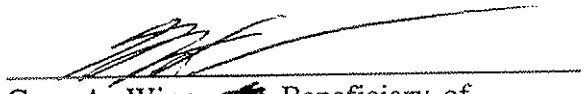
COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, SS. November 7, 1994

Then personally appeared before me the above-named Gary A. Winn, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Sheep Common Realty Trust, before me,

  
\_\_\_\_\_  
Notary Public Donald P. Quinn  
My Commission Expires: Feb 25, 2001

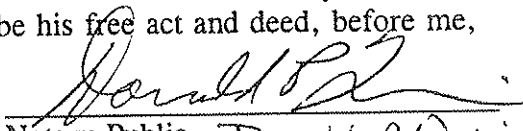
Executed as of November 7, 1994 solely to acknowledge the obligation outlined in Section 11 hereof.

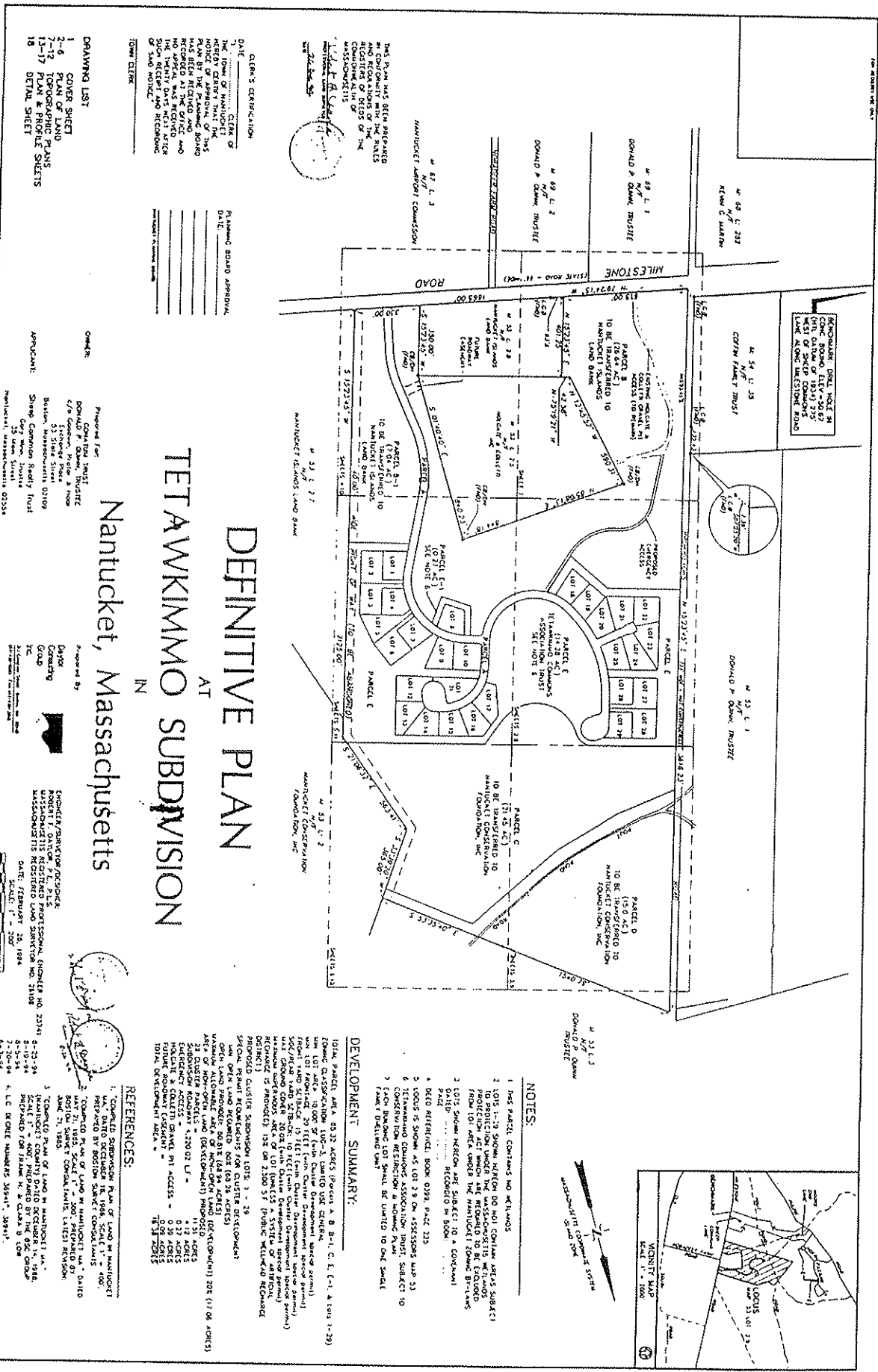
  
\_\_\_\_\_  
Gary A. Winn, ~~Trustee~~ Beneficiary of  
Sheep Common Realty Trust

COMMONWEALTH OF MASSACHUSETTS

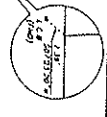
NANTUCKET, SS. November 7, 1994

Then personally appeared before me the above-named Gary A. Winn, and acknowledged the foregoing instrument to be his free act and deed, before me,

  
\_\_\_\_\_  
Notary Public Donald P. Quinn  
My Commission Expires:  
February 25, 2001



REGULATORY SEAL NOTED IN  
 CIVIL ENGINEER'S OFFICE  
 101 STATE ST. 2ND FL.  
 NANTUCKET, MASS. 02542



# DEFINITIVE PLAN

## TETAWKIMMO SUBDIVISION

AT  
 Nantucket, Massachusetts

DATE: \_\_\_\_\_  
 CLIENT'S IDENTIFICATION: \_\_\_\_\_  
 NAME OF CLIENT: \_\_\_\_\_  
 NAME OF PROJECT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_  
 ZIP: \_\_\_\_\_  
 PROJECTING ENGINEER: \_\_\_\_\_  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. \_\_\_\_\_  
 EXPIRES: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PLANNING BOARD APPROVAL:  
 DATE: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

PREPARED FOR:  
 DONALD P. O'NEAL, REGISTERED PROFESSIONAL ENGINEER  
 675 GREENWOOD AVE.  
 NANTUCKET, MASS. 02542

REGISTERED PROFESSIONAL ENGINEER  
 DONALD P. O'NEAL  
 675 GREENWOOD AVE.  
 NANTUCKET, MASS. 02542

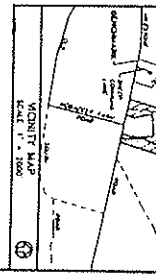
DATE: FEBRUARY 26, 1984  
 SCALE: 1" = 200'

**DEVELOPMENT SUMMARY:**

1. THIS PARCEL CONTAINS NO UTILITIES.
2. LOTS 1-39 SHOW REFERENCE TO 100' COMMON AREA SUBJECT TO PROVISION UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE EVASIONED FROM THE AREA UNDER THE NANTUCKET ZONING BY-LAWS.
3. DRAINAGE SYSTEM SUBJECT TO A CONCEPTUAL PLAN TO BE SUBMITTED TO THE BOARD.
4. DEED REFERENCE: BOOK 039, PAGE 232.
5. LOCUS IS SHOWN AS LOT 39 ON 45255295 MAP 33.
6. TETAWKIMMO COMMONS ASSOCIATION MUST SUBJECT TO CONSERVATION RESTRICTION AS WORKING PLAN.
7. FINE LINE DETERMINED SUBJECT TO LOT 10 ON 2042 2042.

**NOTES:**

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DEC 07 1994  
 NANTUCKET COUNTY  
 REC'D ENTERED

3:00 PM  
 SANDRA M CHADWICK  
 ATTEST REGISTER