



2008 00000779

Bk: 1010 Pg: 78 Page: 1 of 28
Doc: RES 03/10/2008 02:25 PM**DECLARATION OF RESTRICTIONS AND EASEMENTS**

This Declaration of Restrictions and Easements is made by RUGGED SCOTT LLC, a Delaware limited liability company (the "Initial Developer"), as the Owner of the Land herein described.

ARTICLE ONE
Definitions

1.01. **Affordable Units.** The single-family dwellings to be constructed upon Building Lots 4, 10, 14, 20, 24, 27, 29, 33, 37 and 39.

1.02. **Architectural Review Committee.** A committee of at least three natural persons, of which at least one shall be a Member, who shall be appointed from time to time by the Association, commencing at such time as the Developer (including any successor Developer) no longer owns any of the Building Lots. So long as the Developer owns any of the Building Lots, the Developer shall have all powers herein conferred upon the Architectural Review Committee.

1.03. **Association.** The Trustees from time to time of Rugged Scott Owners Association Trust under Declaration of Trust dated as of February 24, 2006, recorded herewith at the Nantucket Registry of Deeds.

1.04. **Board of Appeals.** The Nantucket Board of Appeals, as the Permit Granting Authority under the Comprehensive Permit.

1.05. Buffer Lot. Each of Lots 43 through 49, inclusive, on the Plan.

1.06. Building Lot. Each of Lots 1 through 10, inclusive, and each of Lots 12 through 41, inclusive, on the Plan.

1.07. Club. The organization of Club Members who shall have the use of the Club Lots, as set forth in Section 3.03.

1.08. Club Lots. Lots 11 and 42 on the Plan.

1.09. Club Members. Members and Outside Members.

1.10. Common Access Easements. The areas designated as Common Access Easements upon the Plan.

1.11. Comprehensive Permit. The Decision entered by the Board of Appeals in its File No. 051-03, as modified pursuant to the "Agreement and Stipulation for Entry of Judgment" in Housing Appeals Committee Docket No. 04-13, and the Settlement Agreement dated November 21, 2005, attached thereto, recorded with the Nantucket Registry of Deeds herewith.

1.12. Conservation Permit. The Conservation and Management Permit, No. 005-069.DFW, issued under the Massachusetts Endangered Species Act, M.G.L., c. 131A, by the Division of Fisheries and Wildlife dated January 17, 2006.

1.13. Covenant. The Covenant between the Developer and the Nantucket Board of Appeals dated February 24, 2006, in File No. 051-03, recorded with the Nantucket Registry of Deeds herewith.

1.14 Developer. Rugged Scott LLC, the present Owner of the Land, or such other persons or entities as shall hold the rights of the Developer hereunder by express written and registered instrument of assignment executed by Rugged Scott LLC, or its successors as the Developer.

1.15. Division of Fisheries and Wildlife. The Division of Fisheries and Wildlife of the Commonwealth of Massachusetts.

1.16. Habitat Management Areas. The Habitat Management Area Easements, including the Stormwater/Habitat Management Area Easements, as shown upon the Plan.

1.17. Land. The land in Nantucket, Nantucket County, Massachusetts, consisting of each of the Building Lots, the Roadway Lot, the Club Lots, and the Buffer Lots.

1.18. Lot. Each of the parcels designated by a number on the Plan.

1.19. Member. The Owner of a Building Lot.

1.20. Outside Members. Those persons who own land lying within the Non-Resident Eligibility Area as shown upon Exhibit D to the Comprehensive Permit, who shall have applied for membership in the Club and shall have been admitted to membership by the Association.

1.21. Owner. The person or persons or other entity, considered collectively, who are, from time to time, the owners of any Lot, according to the records at such time at the Nantucket Registry of Deeds.

1.22. Plan. The plan drawn by Cullinan Engineering, dated January 25, 2006, revised February 22, 2006, as endorsed by the Board of Appeals as approved under the Subdivision Control Law in File No. 051-03, recorded with the Nantucket Registry of Deeds as Plan 06-19

1.23. Restrictions. The restrictions imposed by this Declaration of Restrictions and Easements.

1.24. Roadway Lot. Lot 50 on the Plan.

1.25. Roadways. Roadway A and Roadway B, as shown upon the Plan, and designated thereon as Lot 50, and the Common Access Easements.

1.26. Town. The Town of Nantucket, Massachusetts.

1.27. Utility Lines. The pipes, wires, cables, or other means of transmission of electric, telephone, cable television, water, sewer, and such utility services as are now or may in the future be customarily installed to serve residential building lots in Nantucket, Massachusetts, which serve any of the Lots (but not any such means of transmission which lies within any Building Lot and serves only that Building Lot).

ARTICLE TWO
Recital of Purposes

2.01. General Purpose. The general purpose of this instrument is to restrict the use of the Land, and of each Lot, so that the development of the Land is done in conformity with the conditions of approval by the Board of Appeals as set forth

in the Comprehensive Permit. Furthermore, it is the purpose of this instrument to establish easements to enable the utilization of the Land in an appropriate manner.

2.02. Fulfillment of Conditions of Approval. In addition to the general purpose stated in Section 2.01, it is the further purpose of this instrument to establish restrictions and easements that have been required by the Board of Appeals in connection with its approval of the Plans.

ARTICLE THREE
Restrictions

3.01. General. The Land shall be subject to the following Restrictions, as set forth in this Article Three.

3.02. Restriction Against Subdivision. No Building Lot shall be further subdivided. Nothing herein shall prohibit the redivision of Building Lots for boundary line adjustments, not creating any new Building Lots.

3.03. Restriction Upon Club Lots. Lots 11 and 42 shall be used exclusively for facilities relating to the Club, and shall not be used as residential or commercial building lots. Lot 11 shall be used exclusively for tennis courts and other recreational facilities for the personal use of Club Members and their tenants and guests, and Lot 42 shall be used exclusively for the clubhouse, swimming pool, and other recreational and social facilities for the personal use of Club Members and their tenants and guests. The facilities upon the Club Lots shall not

be open to the public. The clubhouse shall not be so used as to function as a restaurant or bar, as defined in the Nantucket Zoning By-law. Use of the clubhouse for functions with food and/or alcohol service may be allowed as an accessory use subject to all zoning and other regulatory requirements. Club Memberships shall be provided to all Members, at a fee schedule to be adopted from time to time by the Association, with the fees of Members to be proportionate to their share of beneficial interest as set forth in Exhibit A to the Declaration of Trust of the Association; provided, however, that the fee for an Affordable Lot shall be factored into the maximum housing expense calculation, as set forth in the Comprehensive Permit, for such Affordable Lot. The Association shall establish hours of operation for the Club facilities and guidelines for occupancy, noise and lighting that preserve the quiet enjoyment of the property of neighboring residents. The Association shall offer a minimum of ten and a maximum of thirty Outside Memberships, and Outside Members shall be granted memberships subject to payments in accordance with a comparable fee schedule and in accordance with rules and regulations established by the Association.

3.04. Restriction Upon Buffer Lots. The Buffer Lots shall be used exclusively as open space, with natural vegetation, except as expressly provided by the Comprehensive Permit, and shall not be used as residential or commercial building lots. No alteration of the surface or vegetation upon any portion of the Buffer Lots shall be conducted by any Member, nor by the

Association except as expressly provided in the Comprehensive Permit.

3.05. Habitat Management Areas. The Habitat Management Areas shall be maintained by the Association as the Permit Holder in conformity with the Conservation Permit, and no Owner of any of the Lots so affected shall perform any construction, alter any vegetation, or otherwise alter the condition of any portion of such Lot lying within these areas.

3.06. Restriction Upon Roadway Lot. The Roadway Lot shall be used exclusively for the construction, maintenance and repair of the Roadways, passage over and upon the Roadways, and the installation, maintenance and repair of Utility Lines, as well as utility connections to the individual Building Lots.

3.07. Structures Upon Building Lots. No structure, parking area or impervious surface shall be constructed upon any Building Lot, except for one single-family dwelling and appurtenant parking areas, garages, fences, and sheds for the storage of garbage receptacles, lawnmowers, bicycles, toys and similar items. No secondary dwellings, apartments or studios shall be constructed upon any Building Lot. All structures and improvements upon Building Lots shall conform to the requirements set forth in the Comprehensive Permit. After the Developer (including any successor Developer) shall no longer own any of the Building Lots, the Owner of any Building Lot may construct any alteration, addition, allowable additional structures, fences, driveways, parking areas or other impervious surfaces

upon such Owner's Building Lot, provided (a) that any such alteration, addition, additional structures, fences, driveways, parking areas or other impervious surfaces shall be consistent with the restrictions set forth in this instrument and with the Comprehensive Permit, (b) the ground cover, as defined in the Nantucket Zoning By-law, of any dwelling may not be expanded by more than 15%, and may not increase the overall room count of the dwelling, excluding bathrooms, additional bedrooms being expressly prohibited, and (c) each such alteration, addition, fence, driveway, parking area, impervious surface or additional structure has been approved, as to design and siting, by the Nantucket Historical District Commission (if applicable) and by the Architectural Review Committee, and a writing executed and acknowledged by the Architectural Review Committee, setting forth its approval, has first been recorded with the Nantucket Registry of Deeds. The Architectural Review Committee shall have the power to establish rules and regulations relating to the design and siting of structures and other improvements, and for the form and content of all submissions to it.

3.08. Building Setback Lines; Ground Cover. Buildings upon each Building Lot shall conform to the following setback requirements:

(a) Except as the Board of Appeals shall otherwise approve as shown upon the Plan, front yard setbacks, measured from any boundary of any Building Lot with the Roadway Lot, shall

be a minimum of five feet and a maximum of ten feet, with a minimum clearance of five feet from the edge of any sidewalk.

(b) Except as the Board of Appeals shall otherwise approve as shown upon the Plan, side and rear yard setbacks shall be a minimum of five feet from any lot line.

(c) No building shall be constructed or maintained within fifty feet from the northwesterly or southeasterly boundary of the Land.

(d) The maximum ground cover ratio, as defined in the Nantucket Zoning By-law, shall be 30%.

(e) The impervious surface, including the area covered by structures, upon any Building Lot shall not be more than the greater of 2,500 square feet or 40% of the lot area of such Building Lot.

(f) No structures requiring the issuance of a building permit, nor any "hoop barn" or other similar storage structure, shall be constructed or placed upon the portions of Building Lots 11, 14, 15, 16, 17, 18 and 19 which lie within 80 feet of the boundary line of any such Building Lot with the southeasterly boundary of the Land, nor within 80 feet of the boundary line of such Building Lot with the southwesterly line of Rugged Road.

3.09. Rental of Units. The Affordable Units shall not be rented, and shall be exclusively owner-occupied. All rentals of dwelling units on other Building Lots shall be undertaken by an agent designated by the Association, in order to ensure

compliance with these restrictions and provisions of the Comprehensive Permit.

3.10. Use For Human Habitation. No structure upon any Lot shall be used for human habitation, except for the one single-family dwelling permitted upon each Building Lot.

3.11. Use of Dwellings. No more than two adult persons per bedroom may occupy any dwelling upon the Land. This limitation shall not apply to persons less than eighteen years of age, except that in no case shall total occupancy in any dwelling exceed three persons per bedroom, including adults and minors. No dwelling shall be occupied as a dormitory, employer dormitory, rooming house or similar housing, as the same may be defined in the Nantucket Zoning By-law. No more than five individuals unrelated by blood or marriage shall occupy any dwelling. However, at any time prior to the earlier of (a) the issuance of a Certificate of Occupancy for that dwelling which is the subject of the thirty-ninth building permit for the construction of a dwelling upon the Land has been issued by the Nantucket Building Department, and (b) the expiration of one year following the issuance of such thirty-ninth building permit, up to eight workers engaged in construction upon the Land may be housed in any dwelling upon the Land, provided that they occupy the dwelling as one household and comply with all restrictions set forth herein and with all provisions of the Comprehensive Permit.

3.12. Maintenance of Lots and Facilities. It shall be the responsibility of the Owner of each Building Lot to keep the

exterior areas of such Building Lot in a high state of maintenance and cleanliness. In the event of the failure of the Owner of any Building Lot to comply with this requirement, the Association shall have the power to enforce compliance and to enter upon such Building Lot, by its agents and workmen, and to take such remedial or curative action as the Association shall in its discretion deem necessary, at the expense of the Owner of such Building Lot. If such Owner shall not pay such expense to the Association, it shall have a lien upon such Building Lot, to be enforced in the same manner as provided for Assessments under Article Six hereof. It shall be the responsibility of the Association to keep the roads, catch basins, drainage infrastructure, Club facilities, common areas and common improvements in a high state of maintenance and cleanliness.

3.13. Vehicles. No unregistered, uninsured or inoperable vehicles, boats, campers or recreational vehicles shall be parked on any portion of the Land overnight, unless enclosed in a garage. No commercial vehicles shall be parked on any portion of the Land overnight, except for pickup trucks and passenger automobiles used in connection with a resident's profession or business.

3.14. Lighting. All exterior lighting shall be low-wattage, unidirectional, downward-facing, and designed and arranged to prevent glare occurring on any adjacent property.

3.15. Commercial Signs. No commercial signs of any kind shall be placed upon the Land, and specifically there shall be no "For Sale" or "For Rent" signs.

3.16. Driveways and Aprons. All driveways shall be constructed of brick, cobblestone, Belgian block, white gravel or shell, and there shall be a minimum of two parking spaces upon each Building Lot. Driveway aprons shall be constructed and maintained at the intersection of each driveway with a paved roadway, in conformance with Nantucket Zoning By-law §139-20.1.

3.17. Hours of Construction. No exterior construction activity shall take place prior to 7:30 A.M. nor after 6:00 P.M. on weekdays, nor prior to 8:00 A.M. nor after 5:00 P.M. on Saturdays. No exterior construction activity shall take place on Sundays or legal holidays.

3.18. Parking. There shall be no parking outside the lawfully constructed driveway and parking area upon any Building Lot. There shall be no parking on any of the Roadways except in areas designated by the Association, consistent with the Comprehensive Permit.

3.19. Number of Bedrooms. The maximum number of bedrooms upon each Building Lot shall be as set forth in Exhibit A, attached hereto.

3.20. Access. Except for Building Lots 1, 2, 36 and 41, no Building Lot shall use Roadway A or Roadway B for direct vehicular access; all direct vehicular access to each Building Lot shall be over the Common Access Easements, or over the

Driveway Easement appurtenant to such Building Lot. No Building Lot shall use Scott's Way, nor Rugged Road, for direct access for any purpose; all access to each of the Building Lots shall be by way of Roadway A and Roadway B.

ARTICLE FOUR
Easements

4.01. **Roadway Easements.** The Owner of each Building Lot, and the Association, shall have a permanent easement to use the Roadways for all purposes for which streets are now or in the future may be customarily used in Nantucket, including passage and repassage by foot, in vehicles, or otherwise; installation, maintenance, repair, use, and replacement of underground Utility Lines and services, and individual utility connections; and improvements for such purposes.

4.02. **Sewer Easement.** The Town shall have a permanent, non-exclusive easement in gross in, over, and across the Roadways and Lot 42, to locate, relocate, erect, construct, reconstruct, install, lay, dig up, operate, maintain, patrol, inspect, repair, replace, alter, extend, or remove one or more lines for the purpose of providing a subsurface sewage disposal system, including but not limited to any and all necessary and proper underground wires, pipes, cables, foundations, terminal fittings, switches, anchors, supports, manholes, hand holes, pump stations, and other apparatus, equipment, and fixtures which the Town shall

deem necessary for the purposes specified above, as the Town shall from time to time determine.

4.03. Water Easement. Wannacomet Water Company shall have a permanent, non-exclusive easement in gross in, over, and across the Roadways, to locate, relocate, erect, construct, reconstruct, install, lay, dig up, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove one or more lines for the purpose of providing water, including, but not limited to any and all necessary and proper wires, pipes, cables, foundations, platforms, pedestals, terminals, fittings, switches, poles, anchors, supports, manholes, hand holes, fixtures, and other apparatus, equipment and fixtures deemed necessary for the purposes specified above, as Wannacomet Water Company may from time to time require.

4.04. Utility Easements. The Association, and the Owner of each Building Lot, shall have a permanent, nonexclusive easement to place, maintain, repair, improve, and replace Utility Lines and individual utility connections within the Roadways. The Developer, so long as the Developer (including any Successor Developer) shall own any of the Land, and thereafter the Association, shall have the power and right to grant easements for utility purposes to any public utility company or municipal agency within the Roadways.

4.05. Habitat Management Area Easements. The Division of Fisheries and Wildlife shall have a permanent easement to enter upon the Habitat Management Area, for the purpose of

monitoring and enforcing the obligations of the Permit Holder under the Conservation Permit. The Association shall have a permanent, exclusive easement to enter upon the portions of the Habitat Management Area which lie within Building Lots, for the purpose of performing all obligations of the Permit Holder under the Conservation Permit.

4.06. Stormwater Management Area Easements. The Association shall have the right to enter upon the portions of the Stormwater/Habitat Management Area Easements, as shown upon the Plan, which lie within Building Lots, for the purpose of maintaining and repairing the stormwater drainage structures and facilities therein.

4.07. Driveway Easements. The holder of the dominant estate in each of the Driveway Easements shown upon the Plan shall have a permanent, nonexclusive easement to pass, repass and install, maintain and replace utility connections within the Driveway Easement appertaining thereto, and to maintain and improve the surface thereof, as shown in the table attached hereto as Exhibit B. Upon any disturbance of the land within a Driveway Easement, the party making such disturbance shall promptly restore the disturbed area to grade and, insofar as possible, to the prior condition thereof, and shall indemnify the holder of the other estate in such Driveway Easement from and against all loss or damage sustained as a result of the making of such disturbance.

ARTICLE FIVE
Enforcement of Restrictions

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

5.02. **Restrictions Enforceable by Town.** The Developer shall have the right to grant to the Town, acting by and through the Board of Appeals, the right to enforce any or all of the Restrictions. Such grant shall be in the form of a writing signed and acknowledged on behalf of the Developer and accepted in writing by the signatures of a majority of the members of the Board of Appeals, and recorded with the Nantucket Registry of Deeds. Upon the registration of such a grant with the Nantucket Registry of Deeds, no provision hereof relating to any Restriction, the right of enforcement of which has been granted to the Town, may be amended without the written and recorded consent of a majority of the Board of Appeals.

5.03. **Appurtenant Restrictions.** Each Owner of a Lot shall have the right to enforce any Restriction, as appurtenant to such Lot, on or after the first date upon which the Developer shall no longer own any of the Lots, upon any violation of any Restriction upon any of the Land, and each part of the Land shall be deemed to be benefited hereby.

5.04. **Duration of Restrictions in Gross.** The rights of enforcement of the Restrictions held in gross, except the rights of enforcement assigned to the Town, which shall be permanent,

shall expire upon February 24, 2036, unless a notice of extension of restriction in accordance with Massachusetts General Laws, c. 184, §27, is registered with Nantucket Registry District on or before February 24, 2036, in which event the term for enforcement of such right shall be extended for a period of twenty years; and in the event of such extension, such right of enforcement may be extended for further successive periods of twenty years by the filing of further notices of extension, all as permitted by applicable law.

5.05. Duration of Appurtenant Restrictions. The Restrictions, as appurtenant to each Owner of a Lot, shall be deemed to be imposed as part of a common scheme applicable to four or more contiguous parcels, and shall expire on February 24, 2036, except that they may be extended from and after February 24, 2036, for further successive periods of twenty years in the manner provided by Massachusetts General Laws, c.184, §27.

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

5.07. 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.

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

5.09. Release or Waiver of Restrictions. The Developer, so long as the Developer (including any successor Developer) shall own any Lot, and thereafter the Association, shall have the right to release, waive, or modify any restriction hereunder, except those restrictions the right of enforcement of which has been granted to the Town of Nantucket, acting by and through its Board of Appeals as set forth in Section 5.02 hereof.

ARTICLE SIX
Liens and Assessments

6.01. Assessments and Charges. Each Owner of every 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 Association annual assessments or charges, Club fees as provided in Section 3.04, 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 Owner of the Lot against which such assessment is made at the time when the same falls due.

6.02. Purposes of Assessments. All assessments shall be collected and held by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners, occupants and visitors to any of the Land, and in particular for the improvement, repair, and maintenance of the Roadways and the Utility Lines, and the common facilities upon the Club Lots, including but not limited to the payment of liability insurance premiums, maintenance of roads, paths, Utility Lines, equipment, drainage structures, landscaping, the costs of labor, equipment, materials, management and supervision thereof, and enforcement of the Restrictions.

6.03. 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 the Association in accordance with its governing documents. Each Lot (including any Additional Lots) shall be assessed equally for each assessment, except for matters particularly for work done to serve a specific Lot or Lots.

6.04. Assessment for Enforcement of Restrictions. In the event that the Association shall enforce any of the Restrictions against the Owner of any Lot, the cost of such enforcement shall be assessed to the Owner of the Lot in question and shall be added to and become a part of the assessments and charges against such Lot hereunder.

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

6.06. Effect of Nonpayment of Assessments. If any assessment is not paid when due, the same shall be deemed delinquent and shall, together with interest and costs as herein 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 the 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 days after it shall become due, it shall bear interest from the date when due at the rate of fifteen per cent (15%) per annum. In the event of any proceeding to enforce a lien hereunder, the Association shall be entitled to collect as a part thereof its reasonable costs of collection, including attorneys' fees.

ARTICLE SEVEN
General

7.01. **Amendment.** This instrument may from time to time be amended by written instrument executed and acknowledged by the Developer, so long as the Developer (including any successor Developer) shall own any of the Lots, and thereafter by Owners of a majority of the Lots; and any such amendment shall be effective when the same is recorded with the Nantucket Registry of Deeds. However, (a) no amendment, the effect of which will be more onerous upon the use of any Lot, shall be effective without the consent of the Owner of such Lot, and (b) no Restriction, the right of enforcement of which has been granted to the Town, shall be amended without the prior written consent of a majority of the Board of Appeals. Any such consent shall be attached to the instrument of amendment at the time of its recording.

7.02. **Notices.** All notices hereunder shall be effective only when mailed by certified mail, return receipt requested,

addressed (if to the Association) to Rugged Scott Owners Association Trust, c/o Joshua Posner, 32 Arlington Street, Cambridge, Massachusetts 02140, or such other address as the Association may, from time to time, designate by notice to each Owner, or addressed (if to an Owner) to such Owner at the street address of any Lot owned by such Owner, or such other address as such Owner may, from time to time, designate by notice to the Association.

7.03. Severability. Invalidation of any provision hereof by judicial determination shall not affect the remaining provisions, which shall remain in full force and effect.

7.04. Construction of Instrument. This instrument shall be construed under the laws of Massachusetts. References or language herein contained, relating to any gender, shall refer also to other genders as appropriate.

Executed and sealed as of February 24, 2006.

RUGGED SCOTT, LLC
By:



Joshua Posner, Manager

COMMONWEALTH OF MASSACHUSETTS

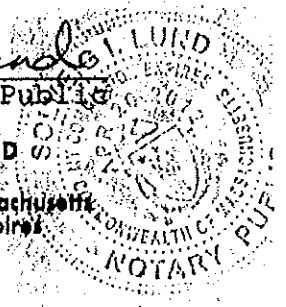
Nantucket, ss.

February 24, 2006

Then personally appeared the above-named Joshua Posner, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Rugged Scott, LLC, before me,

Solveig I. Lund
Notary Public

My commission expires: SOLVEIG I. LUND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 20, 2012



CONSENT OF MORTGAGEE

TD BANKNORTH, N.A., being the holder of a certain mortgage from RUGGED SCOTT LLC to it, dated June 9, 2003, recorded with Nantucket Deeds in Book 827, Page 187, a Conditional Assignment of Leases and Rents and Security Agreement to it, dated June 9, 2003, recorded with Nantucket Deeds in Book 827, Page 195, and a Conditional Assignment of Plans, Permits, Licenses and Approvals to it, dated June 9, 2003, recorded with Nantucket Deeds in Book 827, Page 202, for consideration paid, hereby consents to the foregoing Declaration of Restrictions and Easements, and agrees that said mortgage shall be held subject to and with the benefit of said Declaration of Restrictions and Easements.

Executed and sealed on March 6th, 2006.

TD BANKNORTH, N.A.

By:

[Signature]
Name: Jonathan K Ellis
Title: Vice-President

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

March 10th, 2006

Then personally appeared the above-named Jonathan K Ellis, Vice President of BankNorth, N.A., and acknowledged the foregoing instrument to be the free act and deed of TD BankNorth, N.A., before me,

[Signature]
Notary Public

My commission expires:



AMEY A. LAWSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2012

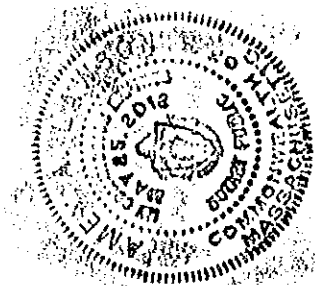


EXHIBIT AMaximum Number of Bedrooms for Each Building Lot

Building Lot	Number of Bedrooms
1	4
2	3
3	4
4	3
5	3
6	4
7	4
8	4
9	3
10	4
12	3
13	4
14	3
15	3
16	3
17	4
18	3
19	4
20	3
21	3
22	4
23	4
24	3
25	4
26	3
27	4
28	4
29	4
30	4
31	3
32	4
33	3
34	4
35	4
36	3
37	3
38	4
39	3
40	4
41	3
TOTAL	141

EXHIBIT B

Table of Driveway Easements

Lot Holding Dominant Estate	Lot Holding Servient Estate
5	4
8	9
27	28

NAHUCKET COUNTY Received & Entered
Attest: Joanne L. Kelley, Registrar of Deeds