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COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R) of ISLAND COHOUSING COMMUNITY ASSOCIATION, INC

1. STATEMENT OF PURPOSE AND IMPOSITION OF COVENANTS

The covenants contained in this Declaration are imposed for the mutual benefit of all current and future Members of Island Cohousing in accordance with the provisions of this Declaration and the By-Laws of the Community. The Community desires to provide for the preservation and enhancement of the property and its value, the encouragement of ecological design and construction methods and the orderly development, management , and long term health of Island Cohousing and its residents.

These covenants shall be binding upon, and inure to the benefit of, all parties having any right, title or interest in the Property or any part thereof, and their heirs, personal and legal representatives, successors and assigns; and the Community hereby declares that all of such Property shall hereafter be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the provisions of this Declaration.

2. DEFINITIONS

For the purposes of this Declaration:

a. By-Laws - shall mean the by-laws of the Community, as amended from time to time.

b. Common Areas - shall mean all real property and related improvements that are intended for the mutual benefit or use of all Members of the Community and shall consist of all Property that is subject to this declaration but is not a part of House Lot. The Common Areas, as depicted in Exhibit A, shall be inclusive of but not limited to the Shared Systems, wells and community water system, common house, roads, pond, garden, underground utilities, forest and agricultural lands, and any other future shared facilities or improvements.

c. Community - shall mean Island Cohousing Community Association Inc., a Massachusetts non-profit corporation formed by its Members as the organization of homeowners in Island Cohousing.

d. Community Policies - shall mean policies that may be established from time to time by the Community, in accordance with Section 9 below.

e. Covenants, Conditions and Restrictions (CC&R) or Declaration - shall mean the recorded land use restrictions, design controls, and construction standards established by the Community in this document.

f. Design Review Committee - shall consist of no less than three (3) and no more than five (5) Members selected by the Community, who shall develop rules and procedures to assist in the review of proposed House Lot and Common Area improvements, and shall administer the provisions of the Declaration as described in Section 8 below.

g. Design Objectives - shall mean guidelines established by the Community and enforced by the Design Review Committee as described in Section 8 below.

h. Greywater – shall mean any putrescible wastewater discharged from domestic activities including but not limited to washing machines, sinks, showers, bath tubs, dishwashers, or other source except toilets, urinals and any drains equipped with garbage grinders.

i. House Lot(s) - shall consist of the 16 separate house lots on the Property, as depicted on Exhibit A.

j. Member(s) - shall mean any adult individual who holds a beneficial ownership in a House Lot as well as such individual's successors in interest.

k. Member Household(s) - shall mean all of the Member or Members of a single household owning and/or occupying a House Lot who shall act as the governing board of the Community.

l. Property - shall mean all real property and improvements comprising Island Cohousing that are subject to this Declaration and described in Exhibit A, including all Common Areas and all House Lots.

m. Shared System – shall mean an on-site graywater-only sewage disposal system serving all of the House Lots and Common Areas of the Community complying with Title 5 and regulations of the West Tisbury Board of Health, shown on a plan entitled "Graywater System Easement Plan, Head of the Pond Road, West Tisbury, Massachusetts" dated January 8, 1999, scale 1"=50', prepared by Schofield Barbini & Hoehn, Post Office Box 339, Vineyard Haven, Massachusetts (the "Plan"), recorded with Dukes County Registry of Deeds herewith, being the same as the Shared System described in the Grant of Title 5 Covenant and Easement and Nitrogen Loading Restriction also recorded herewith.

n. Site Plan - shall mean a plan depicting the Property and improvements as amended from time to time that will be available for inspection at the offices of the Community, as set forth in the By-Laws.

o. Title 5 – shall mean Title 5 of the State Environmental Code 310 CMR 15.000, as amended from time to time.

3. COMMON AREAS

The Community shall be responsible for the maintenance, management, operation and control of the Common Areas. Subject to the provisions of this Declaration and the By-Laws of the Community, every Member shall have a right of enjoyment in and to the Common Areas (subject to any policies as promulgated from time to time by the Community), which right shall be appurtenant to and shall pass with the title to every House Lot.

4. MEMBERSHIP AND VOTING

Except to the extent expressly otherwise provided in this Declaration, all of the rights, powers and duties of the Community and its Members, including the Member Households' voting rights, shall be governed by the By-Laws. However, in the event of any conflict or inconsistency between the provisions of this Declaration and the provisions of the By-Laws, this Declaration shall control.

5. ASSESSMENTS

The Community shall have the power and authority to make and collect assessments from the Member Households for the maintenance, management, operation, and improvement of the Common Areas, and for other purposes in accordance with the By-Laws and it shall be the responsibility of the Member Households to pay all assessments levied by the Community.

6. EASEMENT RIGHTS AND RESERVATIONS

The Community reserves the right to establish from time to time, by dedication, easement or otherwise, utility and other easements, permits or licenses over the Common Areas for existing and future common facilities, roads, paths, walkways, trails, drainage, agricultural areas, parking areas and recreational areas, and to create other reservations and exclusions consistent with the overall intent of this Declaration and with the Member Household's common use and enjoyment of Island Cohousing.

The Community reserves the right to establish from time to time, by dedication, easement or otherwise, utility, landscape and other easements over the House Lots subject to this Declaration provided that no such easement shall materially interfere with or impair the use and enjoyment of a House Lot by a Member Household. All House Lots are subject, by this Declaration, to the Community's right to install, maintain, operate, repair, monitor, and improve all underground electrical lines, phone lines, cable television lines, water piping and water system components, waste treatment system piping and components, and any other common or individual utilities that the Community may deem to be necessary to be installed on any portion of any or all House Lots. This includes the right of the Town of West Tisbury and other regulatory authorities to conduct all necessary inspections from time to time.

The Community shall operate, maintain, repair, replace, upgrade and/or expand, as necessary or appropriate, all common facilities, including the Shared System, as more fully provided in Section 10, utility systems for electrical and phone service and delivery of potable water which serve more than one house or building in the Community.

7. RIGHT OF FIRST REFUSAL

In the event a Member Household desires to sell its House Lot, upon receipt of a bona fide offer acceptable to the Member Household from a third party, who is not a Member, for the purchase of the House Lot, the Member Household shall give written notice to the Community including the name of the prospective purchaser and the amount and the material terms of said offer. Upon receipt of notice, the Community, within thirty (30) days, may enter into agreement with the Member Household to purchase the House Lot for an amount equal to the amount stated in the notice upon substantially the same terms and conditions. If the Community has not agreed in writing within thirty (30) days after receiving notice to purchase the House Lot, the Member Household shall have the right, without further written approval, to sell the House Lot to the original third party for an amount not less than that stated in the notice and upon the same terms and conditions, subject, however, to all covenants and limitations herein contained. Should, however, such sale not be consummated within six (6) months of the date of notice, the terms and limitations of this Article shall again be imposed upon any sale by a Member Household.

The provisions of this Article shall not apply to any sale or conveyance of a House Lot to the Member Household's immediate family (spouse, children or grandchildren). The provisions of this Article shall not apply to sales under powers contained in mortgages, deeds of trust and similar security instruments, but shall be applicable to all subsequent sales by Member Households who acquired title to their House Lot through foreclosure or conveyance in lieu thereof.

8. ARCHITECTURAL AND LAND USE CONTROLS

In order to assure a harmonious, well-balanced community, high quality architectural and landscape design and continuing environmental responsibility, Island Cohousing shall be developed in a coordinated fashion in accordance with the design standards and objectives set forth in this Section 8 and Exhibit B of this Declaration. The underlying guiding principle shall be that all improvements subsequent to initial construction and occupancy shall be consistent and harmonious with the existing community as designed and built. To oversee future improvements, the Community as set forth in the By-Laws shall establish a Design Review Committee. The Design Review Committee shall have the right to approve or disapprove all plans for material exterior changes or improvements, such as additions, new structures, fences, antennas, satellite dishes, hot tubs, major landscaping, or tree cutting, on any proposed House Lot or within the Common Areas. The Design Review Committee may, in its sole discretion, enforce standards or design guidelines previously approved by the Community for construction and development which may be greater or more stringent than standards prescribed in the Town of West Tisbury's zoning or other governmental codes.

a. Design Review Procedures

A Member Household shall submit the following materials for consideration by the Design Review Committee for a proposed improvement:

(i) Plan and specifications of the proposed improvement.

(ii) A site and landscape plan (scale 1" to 20' or larger) of the entire House Lot showing the proposed location of the improvements and noting important features such as direction of views, prime vegetation and topographic features.
(iii) Elevations of each view of the improvement.
(iv) A description of the materials to be used on exterior surfaces, the roofline and materials and exterior lighting.

When submitting such materials , the Member Household shall indicate the proposed date on which construction will commence. The Design Review Committee shall, within 30 days after a complete set of such materials has been submitted to the Design Review Committee, either approve, disapprove, or approve with conditions such application. The Design Review Committee's decision is intended to ensure the fulfillment of the objectives of this Declaration. If approval is not granted the committee shall explain its reasons in writing. In the event the Design Review Committee fails to take action within the said 30-day period, the proposal shall be deemed to have been approved. Proposals that are not approved or approved with conditions unacceptable to the applicant may be appealed to the Community whose decision, if made in accordance with the By-Laws, will be final. The Design Review Committee will provide evidence of approval to banks, buyers or others having or proposing to acquire an interest in a House Lot upon request. If a proposal is approved, the Member Household shall submit a set of final plans and specifications to the Design Review Committee at least five (5) days prior to construction commencement to ensure consistency with the Design Review Committee's prior approval.

In the case of minor improvements the Design Review Committee may, but need not, waive submission of plans and specifications and act on the basis of information contained in an informal written proposal.

The Design Review Committee may, from time to time, inspect an improvement that is under construction to assure that it complies with the plans and specifications as approved. If the Design Review Committee finds that the construction does not conform to the approved plans and specifications, it may order that the construction be halted and/ or that the changes be made. However, it is the Member Household's and not the Design Review Committee's obligation to assure that improvements comply with the approved plans and specifications. Upon completion of an improvement a Member Household may request an inspection and a written certification of approval from the Design Review Committee, which shall issue same, if warranted.

b. Special Architectural and Landscape Provisions

In addition to the general provision of Exhibit B, the Design Review Committee when reviewing plans and specifications shall consider the following criteria:

(i) Appearance - structures shall be designed to be compatible with the Island Cohousing residential community and shall not have a jarring, garish, or inharmonious appearance. Exterior improvements, alterations, or additions shall be designed to be compatible with the existing architecture and landscape.
(ii) Location - improvements shall be located so as not to interfere unreasonably with the views, solar access or use of neighboring parcels or open areas and so as to minimize visual impact.
(iii) Landscaping - disturbance of natural ground cover and vegetation shall be kept to a minimum in improving views, locating the improvements, and in planning a landscape around them.
(iv) Energy Efficient Design - all additions and other habitable spaces shall be designed to meet energy efficiency and noise abatement standards to reduce energy consumption and noise generation from heat, ventilation and air conditioning systems.
(v) Exterior lighting - any exterior lighting shall be installed and operated in a manner as to prevent undue glare or reflection affecting adjacent House Lots and to minimize night lighting of the sky.

c. Sitework and Construction Standards and Practice

No Member Household shall remove any tree measuring four (4) inches or more in diameter at a point four (4) feet above ground level from any House Lot without the prior approval of the Design Review Committee. The topography of a House Lot shall not be altered by removal, excavation, fill or any other means without the prior approval of the Design Review Committee. Each Member Household shall comply with all applicable environmental laws, whether expressed in federal, state and local

statutes, regulations, ordinance, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment. Environmental laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials. No Member Household shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her House Lot, the Common Areas or any portion of the Property or transport to or from any portion of the Property any hazardous materials except in compliance with the environmental laws.

All Member Households and their contractors shall comply with the construction regulation portions of any Community Policies, which may regulate, without limitation, such matters as: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, and Member Household's representatives on the Property at any time; the conservation of landscape materials; and fire protection. No Member Household shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern of Island Cohousing or any Common Areas therein, except to the extent such alteration and drainage pattern is approved in writing by the Design Review Committee. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the Design Review Committee.

All improvements commenced on the Property shall be prosecuted diligently to completion and any exterior improvements shall be completed within four (4) months of commencement, unless the Design Review Committee grants an exception in writing. Building or other improvements shall be limited to the zone designated as the construction zone for such House Lot.

d. Building Zone

All structures must be set back a minimum of five (5) feet from any property line, unless the Design Review Committee grants an exception in writing.

e. Community Costs

The Community has allocated the costs of Common Areas among member Households in proportion to the size of the houses contained on their house lots, with the result that the owners of larger houses pay a larger share of these costs. In order to maintain this apportionment policy, any Member Household which makes a future addition to its house in accordance with the requirements of this Declaration shall make a one-time payment of Common Expenses in the amount of fifty dollars ($50) per square foot of gross enclosed floor area of such addition as a condition of obtaining Community approval of such addition. This payment will be made prior to the commencement of construction. This amount will increase to fifty five dollars ($55) per square foot for any addition, permission for which is requested on or after January 1, 2005; and will increase by five dollars ($5) per square foot every five years thereafter.

9. PLANNING AND USE RESTRICTIONS

a. Comprehensive Permit Provisions

The Community shall strictly adhere to restrictions affecting the Property imposed as part of a Comprehensive Permit approved by the Town of West Tisbury Zoning Board of Appeals and recorded with the Dukes County Registry of Deeds book 748, page 561, unless the Comprehensive Permit is duly amended. Without limitation, the Comprehensive Permit requires that:

(i) Island Cohousing shall be restricted to a maximum build-out of 66 bedrooms and each of the 16 individual houses shall be limited to 4 bedrooms.
(ii) Dwellings shall utilize composting toilets and greywater recycling system approved by the Community and all improvements and alterations to such facilities shall be approved by the Community and shall be compatible with the Community-approved system in all ways.

b. Use Standards

The House Lots shall be used primarily for residential purposes as set forth herein and only as permitted by the applicable ordinances of the Town of West Tisbury, Massachusetts.

Each House Lot and the improvements erected thereon shall be kept and maintained in a proper, neat and orderly manner and in good repair by the Member Household; and shall be used and enjoyed by the Member Household, guests, and agents in a manner that promotes common sense and respect for other Member Households. No Member Household shall do or permit to be done anything in or about their house or in the Common Areas that will interfere with the rights, comfort, peaceful use or convenience of other Member Households, or that will harm the environment.

Each Member Household shall be solely responsible for the maintenance of their House Lot and its landscaping and other improvements in accordance with any guidelines set forth in the Design Objectives and as regulated by the Community.

The Member Household of a House Lot shall have the right to lease such House Lot, provided each such lease is in writing, is expressly subject to Community Policies regulating leasing activities, and provides that any failure of a lessee to comply with Community Policies or the requirements of this Declaration is a default under the lease. The Member Household shall be liable for any violation of the Community Policies committed by such Member Household's tenant, without prejudice to such Member Household's right to collect any sums paid from the tenant.

The pursuit of a trade, business, or profession within houses will be permitted, so long as all activity takes place within a house, the use is clearly secondary to the residential use of the premises, the use does not cause excessive traffic, noise, disruption, or nuisance, and the use is in compliance with West Tisbury zoning by-laws and any review process established by the Community.

The storage area depicted on the Site Plan may be used for storage in connection with a Member's trade provided that such storage produces no unnecessary or offensive noise, smoke, dust, odors, heat, glare or unsightliness.

All land cultivation, whether for farming, gardening, landscaping or other purposes, will utilize organic practices as defined by Massachusetts's law. These practices include the use of organic fertilizers and integrated pest management.

Without the approval from the Design Review Committee, no vegetation, landscaping, structure or other improvement within the Common Areas shall be removed, constructed, enlarged, demolished or altered.

The Community may adopt and may amend from time to time written policies to regulate the use of the Property and the well-being of the Member Households generally, such as but not limited to the definition of nuisances, the conduct of home businesses, the keeping of domestic and non-domestic animals, storage use within the Common Areas, storage and use of machinery, use of antennas, signs, trash and trash containers, organic cultivation and native landscaping, sustainable forestry practices, and protection of wildlife habitat and natural features. All such policies shall be in writing, shall be distributed to the Member Households on request, and shall be binding on all Member Households, except where expressly otherwise provided in such polices, or where, in special circumstances, the Community issues a variance exempting a particular House Lot from application of a specific requirement.

10. SHARED SYSTEM

a. Purpose. The purpose of this Section 10 is to provide for the construction, use, inspection, maintenance, repair, upgrade, expansion and replacement of the Shared System by the Community and to provide a financial assurance mechanism for such use, etc. in compliance with the provisions of Title 5.

b. Rights of Member Households. All of the Member Households shall have the right to use the Shared System subject to: (a) restrictions and obligations contained herein or of prior record; (b) rules and regulations to be established from time to time by the Community; and (c) the provisions of Title 5 and regulations of the West Tisbury Board of Health. No Member Household shall be entitled to discharge anything other than Greywater to the Shared System. Any Member Household that attempts to connect toilet wastes to the Shared System may be denied access to the Shared System.

c. Powers and Duties of the Community. The Community shall have all the powers and duties necessary for administration of the Shared System as set forth in the By-Laws of the Community.

d. Title 5 Maintenance Plan. To ensure that the Shared System will function as designed, the Community shall implement and enforce the maintenance plan set forth in a certain "Grant of Title 5 Covenant and Easement" from the Community as Grantor and the West Tisbury Board of Health and the Department as Grantees recorded herewith (the "Covenant and Easement"). The Community acknowledges that the West Tisbury Board of Health and the Department of Environmental Protection have the right to enter upon the Property, including any House Lot, after notice to the Community, to inspect, maintain, repair or replace any portion or all of the Shared System, as set forth in the Covenant and Easement.

e. Lien for Common and Special Charges. Each assessment made upon a Member Household for Common Expenses or for Special Assessments for the Shared System (as defined in the By-Laws) shall constitute a charge and lien upon such Member Household's House Lot and every portion thereof from the date of the assessment until paid in full and shall also constitute the personal debt of the Members of such Member Household as set forth in the By-Laws.

11. MISCELLANEOUS

The covenants and restrictions of this Declaration shall run with and bind the Property for an unlimited term, unless otherwise terminated or modified as hereinafter provided.

This Declaration may be terminated or amended only by an instrument signed by the Members comprising at least 75% of the votes of the Member Households of the Community. Any such termination or amendment must be recorded with the Dukes County Registry of Deeds.

The Community shall have the right to enforce against any Member Household, and any Member Household shall have the right to enforce against the Community, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Community or by any Member Household to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any dispute arising under this Declaration shall be resolved in accordance with the dispute resolution provisions of the By-Laws.

The Community may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or a part of the Property in a bulk purchase for the purpose of development and sale. Such successor shall be identified, the particular right being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in written instrument duly recorded in the Dukes County Registry of Deeds.

Duly adopted by consensus by the Island Cohousing Community Association, Inc. this 26th day of March, 2000.

Philippe Jordi, Recording Officer

EXHIBIT A

ISLAND COHOUSING
PROPERTY DESCRIPTION

All the land contained in Lot No. 3, shown on the "Plan of Land in West Tisbury, Massachusetts, prepared for Island Cohousing LLC" by Schofield Barbini and Hoehn, Inc. dated February 20, 1997, recorded with the Dukes County Registry of Deeds as West Tisbury Case File No. 496. Also shown on the "Plan of Land in West Tisbury, Massachusetts, prepared for Island Cohousing LLC" by Schofield Barbini and Hoehn, Inc. dated January 20, 1998, recorded with the Dukes County Registry of Deeds as West Tisbury Case File No. 517.

EXHIBIT B

December 1998

ISLAND COHOUSING SITE AND BUILDING DESIGN OBJECTIVES AND PATTERNS

This is the integrated verbal expression of how the physical community at Island Cohousing was designed and is intended to serve as a set of guidelines for how the Community changes over time. The idea is to, as much as possible, to stick to these concepts - not slavishly, but intentionally, so that if we change any of these concepts we can understand that we are doing so and the effects of the change(s).

The objectives are in four sections:

- Form and Voice;
- Energy and Resources.
- Economy and Adaptability;
- Community.

The objectives are underlined. Brief discussions follow. Associated design patterns are **boldface.**

• FORM AND VOICE.

1) Development activity should fit the site and promote diversity.
The building locations should respect and benefit from native plantings and existing landforms. Buildings should have good sun access. There should be variety and choice in house locations. *Therefore:*

a. String houses along a north-south circulation spine.

b. Use the "Houses on a Street" pattern as the basic community layout, modified to fit specific site features.

c. Stagger the houses as dictated by existing trees and landforms, and to optimize solar access for all houses.

d. Build on the plateau to minimize site disturbance, provide better access, improve communication, and simplify construction.

e. Retain sufficient existing trees in the development zone to shade buildings and screen and shelter outdoor living spaces.

f. Plan diverse house locations - varied exposures, distances from Common House and parking, and degrees of community connection.

2) Maximize Open Space.
The Open Space should encourage a diverse mix of appropriate uses and habitats, and should be planned and managed to balance the landscape of the entire site. *Therefore:*

a. Leave the hilly upland areas undisturbed.

b. Limit roadways, make them as narrow as possible, design them to meander comfortably through the trees and retain rural qualities.

c. Build a small pond (approx. 1/4 acre) for many uses: wildlife and species diversity, fire protection, recreation, aesthetic enhancement.

d. Designate a 2 - 4 acre agricultural zone on the wide southern shelf.

3) Provide central parking areas out of the community view.
As we enter the community, we leave our cars behind. But we must, at the same time, make safe and convenient access for all. *Therefore*:

a. Create a central, well-screened parking areas for 30 cars down gradient from the plateau, to the west of the community, with 8 - 10 additional spaces near the entrance to the Common House.

b. Provide a storage barn on the plateau with a covered drop-off, individual storage areas for each household, and a system of carts for transporting goods to and from the houses.

c. Vary the proximity of houses to parking, from 120' to 320'.

d. Provide for emergency and occasional vehicle access to within 60' of the front door to all houses, along community pathways.

e. Provide a permeable parking surface, landscaped and screened.

f. Provide a screened storage area of approximately 1/2 acre at the northern edge of the property, adjacent to and accessed through the South Mountain property, for storage of large items: building materials, lobster pots, old vehicles and equipment.

4) Houses should evoke regional tradition and promote a sense of neighborhood. The forms should be simple, spare, honest, and satisfying. *Therefore*:

a. Use a simple 1 1/2-story Victorian farmhouse form.

b. Gable ends face the community.

5) Create architectural variety.
Visual interest is generally created with complex oppositions of shapes. In this community it will be achieved by the aggregate mass of the cluster of buildings and their relationship to the landscape. We can enhance this through the use of contrasting color and detail mixed with consistent forms and materials. *Therefore*:

a. Use repetitive plans with similar siding and roofing.

b. Vary window color, doors, porch rails, landscape, building spacing, building setbacks, and building size.

6) The houses should be healthful, nurturing places to live.
Although compact, they should be filled with good light, clean air, good ventilation, nice views, non-toxic materials, a spacious feeling, and long interior sight lines. *Therefore*:

a. Design an open space plan with some functional kitchen separation.

b. Provide natural light on two sides of every habitable room if possible, and good natural light throughout.

c. Choose low-toxic, natural materials.

• ENERGY AND RESOURCES.

7) Design for minimum imported resource use over time.
Whenever possible, resources required should be produced or harvested on-site. These include thermal and electrical energy, water, food, and building materials. *Therefore*:

a. Designate an appropriate upland site for future community wind turbine(s) that is easily accessible.

b. Use trees from the site as a building material.

c. Provide sufficient cleared land for gardens, orchards, and livestock.

8) Plan for the use of renewables.
These include renewable energy for heating, hot water, lighting, and electrical loads. Use renewable materials for construction, maintenance, and repair, and maximize the use of materials with recycled content, recyclable design, and local origin. *Therefore*:

a. Provide at least 300 SF of unobstructed south facing roof at 30 degrees or more on each dwelling for future solar collection.

b. Use salvage and recycled materials wherever feasible.

9) Treat human waste as a resource, and eliminate its potential to pollute.
Human waste can be a concentrated pollutant or a valuable resource. Design for complete organic nutrient cycles and recycling. Compost human and other waste, filter greywater and return to the land. *Therefore*:

a. Stack bathrooms to facilitate the use of composting toilets.

b. Bring greywater to a central filtration area.

c. Use composter liquid end product to fertilize fields.

• ECONOMY AND ADAPTABILITY

10) Design single family houses tightly clustered.
Although multi-family dwellings have been determined not to make sense for this group (due to personal preference, the current banking and appraisal climate, and the lack of sufficient economic advantage), if single family houses are placed close together, infrastructure will be more economical, services can be shared, the Common House will have more value, and more open land will be preserved.
Therefore:

a. Maintain 25' - 35' spacing between buildings North to South.

b. Maintain 100' - 150' spacing between buildings East to West.

11) Design houses to be easily expanded and altered.
Houses that gracefully accommodate changing needs and uses serve occupants best.
Therefore:

a. Plan for additions, bays, additional skylights, and other changes in the original siting, design and framing of the houses.

b. Provide a dry, well-lit basement for expansion space.

12) Emphasize durability.
Building lifetimes should be measured in centuries. Maintenance procedures should be obvious and easy. *Therefore*:

a. Choose durable materials and construction systems and standardize materials and design for optimal purchasing.

b. Minimize the use of paint and other materials that require frequent upkeep or replacement.

13) Create three house designs that spring directly from one another.
The two bedroom unit should easily become the three bedroom unit, which should easily become the four bedroom unit. *Therefore*:

a. Challenge the design of the core house to have the ability to unfold over time and easily expand into the other two unit types.

14) Create architectural choices but discourage customization.
Balancing this tension has been difficult for most Cohousing communities. If we can honor some degree of personal differences while rigorously employing production building methods, we may be able to satisfy ourselves and keep within our budget. *Therefore*:

a. Create a standard design with a menu of options.

b. Beyond the options, households can change their houses after appropriate design review.

COMMUNITY

15) Establish and maintain buffers to ensure community privacy and to reduce impact on neighboring properties.
These buffers should have different standards. All should have no-build provisions. *Therefore:*

a. Establish a 200' buffer from Stony Hill Rd. Make the first 150' of this a no-cut zone, except for cutting of dead wood, selective woodland management, and necessary roadways.

b. Establish a 200' no build buffer from the northern property line of Lot # 4. Limit use of this zone to agricultural activities.

16) Establish the Common House as both the gateway and the heart of the community. It is the public aspect and the focal point, and it is also a fundamental part of each households' space. *Therefore:*

a. Site Common House prominently at the entrance to the community.

b. Create a receptive entrance to welcome all who come.

c. Cluster houses so they are near the Common House and it is visible from as many porches as possible.

d. Design the Common House to open out to all directions.

17) The Common House should serve many functions and feel home-like and inviting. It should be beautiful, comfortable, and non-institutional. The storage barn should be adjacent to the Common House, and complement its functions. *Therefore:*

a. Make the Common House a large, rambling house, not a public building.

b. Include kitchen, dining and function space, inglenook with fireplace, guest rooms, laundry, children's room, screened porch, and large flexible basement for workshops, teen room, storage and bulk supplies, and recycling center.

c. Design the storage barn as a Barn, non-winterized, with flexible space to meet changing community needs, and recycling/trash area designed for pick-up. Set aside areas for dumpsters, recycling containers, and future greenhouse to the south.

18) Create a Network of Outdoor Commons.
Outdoor gathering and recreation areas, and a variety of landscapes, will make the community vital and interesting. *Therefore:*

a. Connect the elements of the community with paths, open areas, a variety of landscapes, groves of trees with hammocks, and diverse gathering areas. Establish "gathering nodes" such as a sandbox, a picnic table, and a hammock placed together.

b. Provide multiple play areas - from sandbox to ball field - that understand and respect the hierarchy of age groups that will use them.

c. Provide several types of community garden spaces, for herbs, vegetables, flowers, and fruit. Allow 12 - 16,000 SF for main community vegetable garden.

19) Plan for accessibility.
Careful attention to universal design practices will extend accessibility to those who are physically handicapped and increase flexibility for those whose circumstances change over time. *Therefore:*

a. Provide functional accessibility to the entire first floor of each house, and a bedroom (or potential) on the ground floor.

b. Design for additional future accessibility.

c. Make the Common House fully accessible.

20) Plan for enhanced community interaction while honoring the private realm.
By their layout and design, the houses should spill out into the community, while preserving private space and quiet for their owners. Transitional spaces - "soft edges"- such as individual walkways and porches, will complete the gradation from community to privacy. *Therefore*:

a. Provide a public-oriented front porch and an individual walkway (15 - 60' long) to the community pathway. Use different materials for walkways: stone, brick, wood, bluestone, etc.

b. Provide private backyard terraces screened by dense plantings, fences, and building geometry's.

c. Open the porch entry into the kitchen side of the house , and create a more private living area to the rear.

21) Plan for changing community needs.
As time passes, additional facilities may be needed. *Therefore*:

a. Designate an area for an additional community building that may house offices and/or workshops.

COMMONWEALTH OF MASSACHUSETTS

Dukes, ss. April 12, 2000

Then personally appeared Philippe Jordi, authorized member and acknowledged the foregoing to be his free act and deed, before me

Marcia M. Cini, Notary Public
My commission expires: 10-28-2005

Edgartown, Mass. April 12, 2000
at 3 o'clock and 21 minutes P M
received and entered with Dukes County Deeds
book 794 page 829

Attest:
Deanne C. Powers Register