

TEA LANE FARMHOUSE

HISTORIC RENOVATION RESTRICTION

WHEREAS, the Town of Chilmark (the “Town”) owns land, with the improvements thereon, known as Tea Lane Farm, located off Middle Road, in the Town of Chilmark, County of Dukes County, Commonwealth of Massachusetts, more particularly described in a deed dated June 14, 2001 and recorded in the Dukes County Registry of Deeds in Book 837, Page 682 (the “Town Deed”), as Lot 2 on a plan entitled “Plan of Land in Chilmark, Mass. Surveyed for The Heirs of Virginia Silva May 18, 2001 Scale 1" = 60'... Vineyard Land Surveying, Inc. P.O. Box 421 West Tisbury, MA 02575," such plan being recorded with the Dukes County Registry of Deeds as Chilmark Case File No. 341 (the “Premises”); and

WHEREAS, the land in the Town Deed was purchased by the Town for the dual purposes of restoring the Tea Lane Farm as a working farm, to be owned by the public and leased to a private farmer (the “Farmer Lessee”), and conservation; and

WHEREAS, in consideration of those goals the Town has entered into a ground lease with the Farmer Lessee, which ground lease is recorded herewith; and

WHEREAS, the farmhouse located on Tea Lane Farm is over 250 years old and is an important historic resource listed within the Town of Chilmark’s Master Plan as #23 (the “Farmhouse”); and

WHEREAS, the Town of Chilmark wishes to preserve the Farmhouse as such historic resource; and

WHEREAS, the Chilmark voters appropriated up to \$100,000.00 of Community Preservation Act (CPA) Historic Resources funds to help the Farmer Lessee renovate the Farmhouse. The purpose of the appropriation is to help the Farmer Lessee preserve the Farmhouse as an important historic resource and part of the Town’s culture. The appropriation is subject to the terms of a CPA Historic Resources Grant Agreement by and between the Farmer Lessee and the Town, which agreement is filed in the office of the Board of Selectmen.

NOW, THEREFORE, for good and valuable consideration, the Town hereby restricts the Farmhouse as follows:

1. No alteration, physical or structural change, or changes in the color, materials or surfacing to the exterior of the Farmhouse shall be made unless prior written approval is obtained from the Town's Historic Commission, the Town's Board of Selectmen and the Martha's Vineyard Land Bank Commission (the "Land Bank"). The Historic Commission shall be provided with plans showing to scale architectural drawings of all affected elevations for any proposed exterior renovations.

2. In no case shall the Farmhouse be expanded beyond the current footprint, except for a one time increase, if desired, of 120 square feet to the east side of the house toward the rear.

3. The Farmhouse shall not be demolished.

4. Any proposed Farmhouse renovation plans must be comply with the terms and provisions of the Town deed.

5. The following are broad renovation guidelines concerning the Farmhouse:

- Sills and foundation repairs should be undertaken to ensure the structural integrity of the building and before any other exterior or interior renovations commence.
- Shingled exterior only.
- A second story dormer is allowed on the north side with the maximum size and style as shown on the "Elliston Design" dated 12/15/10 and previously approved by the Chilmark Historical Commission.
- The porch appearance will remain as is.
- The foundation footprint may be slightly expanded on the east side of the house no more than as shown on the footprint of the "Elliston Design" dated 12/15/10.
- All windows replaced must be with a 6 over 1 and consistent throughout the Farm House.
- Landscaping proposals, specifically the removal of the bushes in the front of the Farm House require review and approval.

6. The terms and restrictions herein are essential to the fulfillment of the purposes of the Town, are for public and charitable purposes, and are for the benefit of the Town and the public, and are conditions and restrictions on the use of the Premises which are intended to, and shall, run with the land. To the extent that any provisions of this Restriction are deemed to constitute restrictions subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then all such restrictions shall be binding for a term of one hundred fifty (150) years from the date of recording hereof and shall remain in full force and effect in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, which provisions of M.G.L. Chapter 184, Section 27, and this Restriction, permit the extension of the period of enforceability of said restriction, provided a notice

of restriction is recorded before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter, or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions.

7. The Town shall be entitled to enforce the restrictions herein by appropriate legal proceedings and to obtain money damages or injunctive and other appropriate relief on account of any violations, including without limitation relief requiring restoration of the Premises and Farmhouse to the condition which existed prior to the violation impacting such condition, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town.

EXECUTED under seal this 7th day of August, 2012.

The Town of Chilmark

By its Board of Selectmen,

Frank M. Fenner, Jr., Chairman

Warren M. Doty

Jonathan E. Mayhew

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County: ss

On this ___ day of August, 2012, before me, the undersigned notary public, personally appeared Frank M. Fenner, Jr., Chairman of the Board of Selectmen of the Town of Chilmark, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or drivers license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires: