

Exhibit A

Pursuant to the Grantor's rights assigned by Deed of Island Properties, Inc. dated February 27, 1976 and recorded in the Dukes County Registry of Deeds in Book 332, Page 317 and including Exhibit A "Protective Provisions as set forth in recorded deed" identified in the Island Properties, Inc. Deed to Robert E. Cooke and Nancy P. Cooke recorded in the Dukes County Registry of Deeds in Book 285, Page 495 on October 17, 1970, henceforth, Grantor, formerly Island Properties, Inc., shall mean Waterview Association, Inc.

Protective Provisions, as Extended and Amended November 1, 2005

As set forth in a recorded deed¹

1. No building or structure shall be erected, remodeled as to the exterior thereof, or added to on said premises, until the plans, and the location of the structure on the lot have been approved by the Grantor, its successors or assign, or such other person as the Grantor may from time to time appoint for this purpose. Owners are obligated to conform to the Grantor-approved plans, location and specifications and adhere to construction in detail. No owner-built structures shall be permitted on Common Undeveloped areas without written approval from the Grantor. If no notice shall be given to the owner from the Grantor and/or suit shall have been commenced and no notice thereof recorded with said Registry of Deeds within three months after the completion of any such building, structure, remodeling or addition, the same shall be conclusively deemed to have been complied with this restriction.
2. Without the written approval of the Grantor, the premises shall not be used for any purpose other than for a residence for a single family. This restriction shall not prevent the renting of the premises and all the buildings thereon as a unit from time to time, to be used only as a private residence by the tenant, his family, servants and non-paying guests.
3. No building of any kind shall be moved onto said premises unless the Grantor shall consent thereto in writing.
4. No temporary structures shall be used on the premises at any time as a residence, either temporarily or permanently.
5. The structures and grounds of the granted premises shall be maintained in a neat and attractive manner. Upon the Grantee, his successors or assigns failure so to do, the Grantor, its successors and assigns may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, have the grass, weeds and vegetation cut when, and as often as, the same is necessary in its judgment and have the dead trees, shrubs and plants removed from the granted premises. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance the Grantor, its successors and assigns may, as its option, after giving the owner (9) nine months written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of the granted premises shall reimburse the Grantor, its successors and assigns for the cost of any work as above required and to secure such reimbursement the Grantor, its successors and assigns, shall have a lien upon the granted premises, which lien may be enforced in case of non-payment when due, by sale of the granted premises, subject thereto in the manner provided by law for the

¹ Dukes County Registry Book 285 Page 497 Exhibit A

foreclosure of mortgages containing a power of sale, provided that notice of the commencement of such proceeding or an affidavit of such sale is recorded in the Dukes Registry of Deeds within two (2) years of the date on which payment is due. The aforesaid lien shall be subordinate to the lien of any mortgage given by the owner of the granted premises to any bank or other lending institution.

6. No trade, business profession or commercial activity shall be carried upon the granted premises other than the practice of a home-based profession or business and then only with the express consent of the Grantor thereto in writing.
7. Every homeowner must have a clearly marked street address sign with numbers at least 3" in size visible to public view. No other sign of any kind shall be displayed to the public view on the premises except an owner's identification sign of not more than four square feet.
8. No new trees or shrubs shall be planted on the premises which will impair the views of other property owners without the approval in writing of the Grantor.
9. No garbage, refuse, rubbish or cutting shall be deposited on the premises unless placed in a suitable sanitary container suitably located.
10. Without the written approval of the Grantor, its successors and assigns, no tank for the storage of fuel may be maintained on the granted premises unless either buried (LP-Gas) or contained in a structure compliant with local and state ordinances and approved by the Grantor, its successors or assigns.
11. No building material of any kind or character shall be placed or stored upon the granted premises until the owner is ready, willing and able to commence construction.
12. No noxious or offensive activity shall be carried on upon the premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Operation of any non-registered motorized vehicle is not permitted on Waterview Association Common Properties (roads and common lands) without the written approval of the Grantor.
13. Grantor reserves easements over the premises for all or any of the following purposes:
 - a. service boxes, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and for the necessary attachments in connection therewith;
 - b. storm water drains, water and gas mains and pipes;
 - c. any other method of conducting and performing any public or quasi-public utility or function over or beneath the surface of the ground.The location of the easements will be selected by Grantor in a reasonable manner so as not to unduly interfere with existing structures.
14. Grantor reserves the right to install and maintain all public utilities in, over, under, along and upon the private ways and wire crossing over adjacent land as shown on said Plan; reserving also to the Grantor the right to grant easements to public service corporations for the installation and maintenance of such public utilities in, under and upon said private ways and anchors and guides to support the lines in said private ways and on land adjacent thereto; reserving also to the Grantor the right to grant easements to public service corporations for the installation and maintenance of necessary equipment in, under and upon an area of five feet in width and ten feet in depth at the sidelines of each lot adjoining the private ways on said Plan, for the distribution and supply of electricity.
15. In the event the owner of the premises desires to sell the same he, she or they shall first offer said premises in writing to the Grantor at the same price and upon the same terms for which they have received a bona fide offer which writing shall set forth the name and address of said bona fide offeror. Failure to accept such offer within thirty (30) days shall be considered a refusal to purchase by the Grantor. Thereafter, the owner may sell the premises to the bona fide offeror but not at a price less nor terms different from that at

which the premises were offered to the Grantor as aforesaid. This restriction shall not apply to a sale under a power of sale on any mortgage.

16. Grantor reserves the right to modify or amend these restrictions in any manner it may determine shall be of benefit to the lot owners of all of the lots as shown on said Plan.
17. Grantor reserves to itself, its successors and assigns the right to waive any of the restrictions herein contained and shall be the sole judge as to the propriety of said waiver but any such waiver must be in writing and acknowledged by Grantor.
18. If any easement, covenant, restriction, agreement or charge herein contained should be held invalid by any court, such invalidity shall in no way affect any other covenant, restriction, agreement or charge herein contained.
19. These restrictions and provisions shall terminate on November 1, 2025 unless extended for further period or periods in the manner permitted by the provision of G.L. (Ter.Ed.) ch. 184, sec. 27.