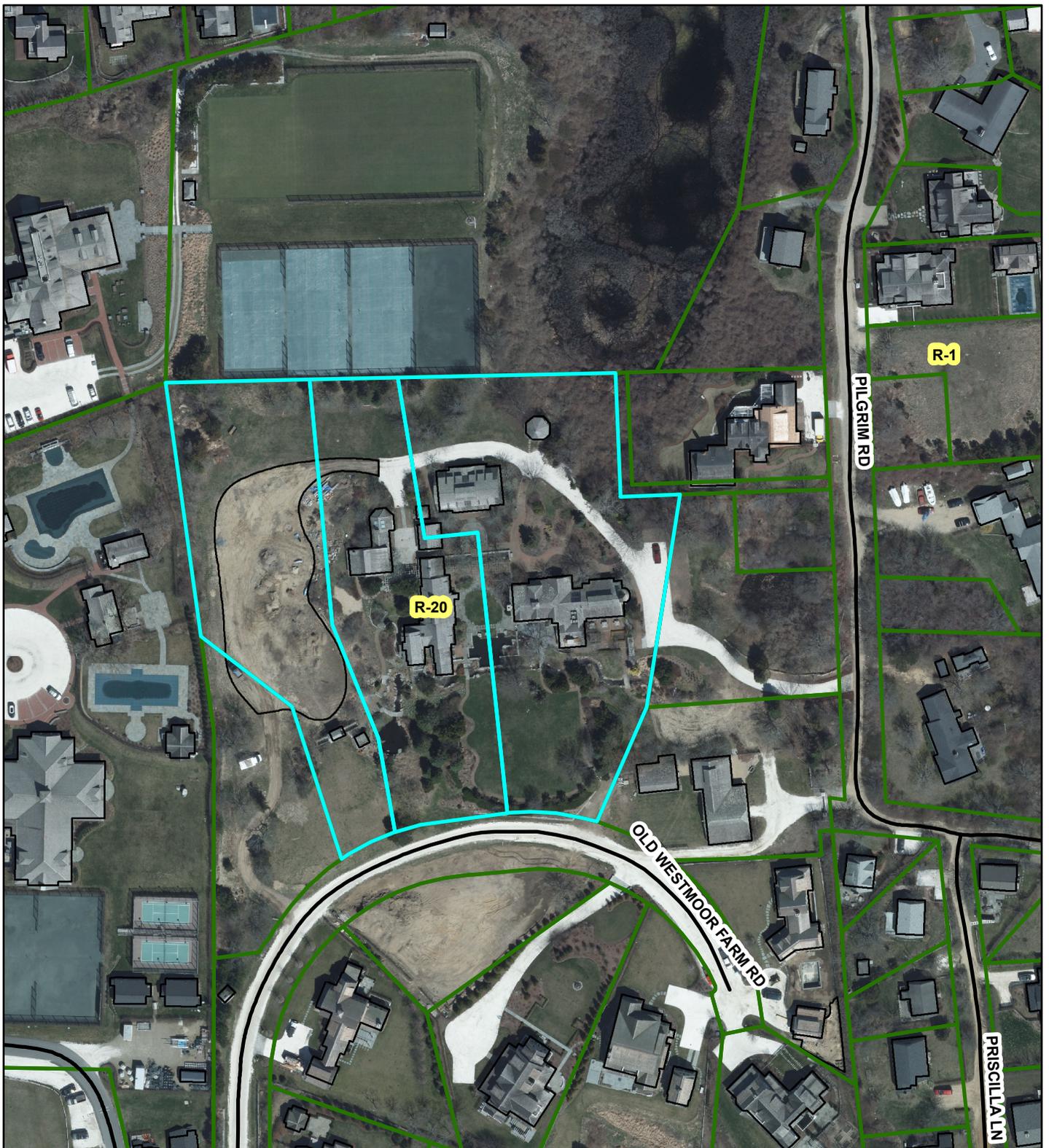




Nantucket Westmoor Farms, LLC  
6 & 8 Westmoor Farms Road  
Covenant & Restriction Agreement discussion



VAUGHAN, DALE, HUNTER AND BEAUDETTE

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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—  
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OF COUNSEL

June 3, 2016

HAND DELIVERY

Andrew Vorce, Nantucket Planning Director  
Nantucket Planning and Land Use Services  
2 Fairgrounds Road  
Nantucket, Massachusetts 02554

RE: Nantucket Westmoor Farms, LLC  
6 and 8 Old Westmoor Farm Road  
Nantucket, Massachusetts 02554

Dear Andrew:

My client, John Pyles of Nantucket Westmoor Farms, LLC, would like to enter into a covenant with the Nantucket Planning Board that clarifies the allowed use of his residential property at 6 and 8 Old Westmoor Farm Road and have the Planning Board consider the proffers that I am drafting. The Town Building Department has refused to issue two tent permits applied for on behalf of two families who have rented the property for occupancy and their children's wedding celebrations, weddings that were planned in 2015, and within the three (3) permits allowed by the Zoning Code.

This offer of a proffer/covenant arises, as I understand it, from Town concerns, expressed by Mr. Silverstein, about the rental of Westmoor properties including, on occasion, by parents and families wishing to celebrate their

children's weddings in our estate setting. As I understand it, it is Mr. Silverstein's interpretation that the use of the property, while being within the letter of the Zoning code, which allows rental of residential property for family use, and permits three tented weddings per year is an impermissible "commercial" use.

Clearly, the zoning and building codes both recognize that weddings do and can occur at private residences, even large tented weddings. It will be helpful to understand whether the Town is looking to adopt a new policy limiting such use and applying said policy to all residential properties, or, if the Westmoor Farm properties are unique and are being considered for more restrictive limitations than apply elsewhere.

My client, John Pyles, is very sensitive to conforming to both the spirit and the letter of the Town Codes. I have discussed with Mr. Silverstein that we were amenable to working with you and the Planning Board to develop an understanding of how Mr. Pyles may use his property so as not to represent a nuisance to the town. Westmoor Farms, in fact, is a unique Town asset that could be used for many community purposes, especially the various arts programs vital to the community.

By way of background, Mr. Pyles uses his property for his large family year round. As do many residential property owners, he also rents to families for summer weekly use, but does not rent to groups. With the one exception below, Westmoor Farm is used in July and August 2016 exclusively for family use, either for his family and rented for two weeks to two other families.

Andrew Vorce, Nantucket Planning Director  
June 3, 2016  
Page 3 of 3

He has rented to a company owned by an island resident for a week in July for attendee overnight stay and day use for small meetings that overflow from the main event at the White Elephant.

Mr. Pyles has, in fact, received requests for donation of the property by the Nantucket Film Festival, and did allow a farewell Festival closing cocktail party last June, the only such use sponsored here. If it is the wish of the Town to not allow such accommodations, Mr. Pyles will be happy to comply.

It is noteworthy that Mr. Pyles is an elected Trustee for the Nantucket Westmoor Farm Homeowners Association and selected by unanimous vote to manage the Association affairs. He maintains frequent communication with, and a personal relationship with each homeowner. There have been no complaints from homeowners concerning the Westmoor Farm rentals.

It is my hope that with my client's good faith commitment to work with you on a proffer/covenant, the use by the families having rented and planned their weddings for months will not be held hostage during this voluntary process and will be allowed to go forward. Thank you for your help.

Sincerely,



KFD/mep

cc: Marcus Silverstein, Zoning Enforcement Officer  
Mr. John Pyles

## Catherine Ancero

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**From:** Leslie Snell  
**Sent:** Tuesday, June 07, 2016 12:23 PM  
**To:** Catherine Ancero  
**Subject:** FW: Westmoor Farms - Planning Board request  
**Attachments:** 05-26-16; Dale Letter.pdf

For packet.

-----  
Leslie Woodson Snell, AICP, LEED AP  
Deputy Director of Planning, PLUS  
Planning and Land Use Services (PLUS)  
2 Fairgrounds Road  
Nantucket, MA 02554

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-----Original Message-----

**From:** Marcus Silverstein  
**Sent:** Tuesday, June 07, 2016 9:14 AM  
**To:** Leslie Snell; Andrew Vorce  
**Cc:** Steve Butler  
**Subject:** RE: Westmoor Farms - Planning Board request

Good morning,

I've not seen a proposal. All I have, to date, are Mr. Dale's opening statements as represented in both a May 26, 2016 letter to me (attached), and the June 3 letter to Andrew. Regardless, there are important things for the Board to consider.

The issue is clear: the property is being marketed and used commercially.  
<http://nantucketwestmoorfarm.com/>

Mr. Dale's June 3, 2016 letter to Andrew strongly emphasizes the weddings, and then gives passing mention to a rental by "a company owned by a local island resident for a week in July for attendee overnight stay and day use for small meetings that overflow from the main event [unnamed] at the White Elephant." These properties were designed and constructed for residential purposes. But the aforementioned event is a commercial activity, whether it's held by a "local island resident" or someone else. Mr. Dale also references a cocktail party related to the Nantucket Film Festival that was held "last June" and says it was "the only such use sponsored here." I believe Amy Baxter, our licensing agent and the former event coordinator for Old Westmoor Farms, has a different story. But, even if Mr. Dale's story is accurate, it leaves out the fact an NFF event was scheduled for this year but the organizers pulled out.

With regards to the wedding uses, there's no denying that residential properties are used as wedding venues across the island. In an effort to diminish the impact of these, the Town

passed a restriction on the number of tent permits that can issue to residential properties. What makes Westmoor Farms unique is that, Building and Health Code issues aside, the property is developed in such a way that events do not require the use of tents. Naturally, this makes enforcement of the use regulations or any covenant more difficult than in other situations. That may not be a concern to the Board, but it should be kept in mind when attempting to reach an agreement.

For the record, in the May 26 letter, Mr. Dale listed the events scheduled for this season: Two weddings in May; two weddings in June; the above, unnamed weeklong "event" in July; and one wedding in September.

The Board should also consider:

- In the May 26 letter, Mr. Dale states that "Mr. Pyles wants to cooperate with the Town and make sure these properties continue to retain their residential character." Yet, in his June 3, 2016 letter, Mr. Dale casually mentions, in a nice bit of mostly-subtle nudging, "Westmoor Farms, in fact, is a unique Town asset that could be used for many community purposes, especially the various arts programs vital to the community." This may be a good argument for the neighborhood association meetings that lead up to a request at Town Meeting for a zoning change, but it is irrelevant in this current discussion.

- In reference to the unnamed and NFF events, Mr. Dale states "If it is the wish of the Town to not allow such accommodations, Mr. Pyles will be happy to comply." It is, in fact, the wish of the Town that Mr. Pyles not conduct commercially activities on his residentially-constructed and zoned properties. This wish was made clear when the area was zoned Residential-20 (R-20), and made even more clear in Sec. 2.03.01 of the "Nantucket Westmoor Farms Subdivision Declaration of Protective Covenants and Restrictions," which reads:

"All lots shall be used exclusively for single-family residential purposes, and no part of the Land, nor any Structures thereon, shall be used in connection with the conduct of any trade, business, or occupation of any kind whatsoever."

- The property known as 4 Old Westmoor Farm Rd. is under development and is not, currently, subject to the existing enforcement action. However, the property is held by Nantucket Westmoor Farms, LLC, which is the same entity that controls the subject properties, 6 and 8 Old Westmoor Farm Road. It may just be my cynical nature, but I strongly believe that 4 Old Westmoor Farm Rd. will be used in conjunction with 6 and 8, and urge the Board to include said property in any agreement that may be reached.

- I cannot gauge the accuracy of Mr. Dale's comment regarding the lack of complaints from Westmoor Farm homeowners. The complaint I received was by phone, and the complainant wished to remain anonymous. Whether neighboring property owners have concerns cannot always be measured by the filing of a complaint. But I have found that formerly silent neighbors often make an appearance, personally or by representative, to voice their concerns at public hearings. So a more clear picture as to the impact of the activities on these properties may become evident during the public discussion.

Although used commercially, the properties at 6 and 8 Old Westmoor Farm Rd. (and 4) are residential with regards to construction and zoning district. Any agreement between the Board and Mr. Pyles should weigh more in favor of that fact, and less on any emotional push regarding pending weddings.

Respectfully,

Marcus Silverstein  
Zoning Enforcement Officer  
Town of Nantucket

-----Original Message-----

From: Leslie Snell  
Sent: Tuesday, June 07, 2016 7:40 AM  
To: Leslie Snell; Marcus Silverstein  
Cc: Steve Butler  
Subject: RE: Westmoor Farms - Planning Board request

Marcus -

I now realize that there was a series of e-mails about this resolution. Disregard the e-mail from yesterday about this and please just confirm that the current proposal from Kevin Dale addresses the enforcement issue.

Thanks,  
Leslie

-----  
Leslie Woodson Snell, AICP, LEED AP  
Deputy Director of Planning, PLUS  
Planning and Land Use Services (PLUS)  
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-----Original Message-----

From: Leslie Snell  
Sent: Monday, June 06, 2016 1:01 PM  
To: Marcus Silverstein  
Cc: Steve Butler  
Subject: Westmoor Farms - Planning Board request

Marcus -

Please review the attached request that is scheduled for discussion at the June 13 Planning Board meeting. Since the intent of the request is to clear up a zoning violation and clarify what is or isn't allowed in the future, please provide the following by Wednesday at noon:

1. A copy of the zoning violation, a history of the issue (if applicable), and any associated documentation.
2. A recommendation to the Planning Board or a summary of options to resolve this matter.
3. Any other relevant information that you feel would be important for the Planning Board to have in the record for their consideration.

Thanks,  
Leslie

-----  
Leslie Woodson Snell, AICP, LEED AP  
Deputy Director of Planning, PLUS  
Planning and Land Use Services (PLUS)  
2 Fairgrounds Road  
Nantucket, MA 02554

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-----Original Message-----

From: planikon@nantucket-ma.gov [mailto:planikon@nantucket-ma.gov]  
Sent: Monday, June 06, 2016 12:42 PM  
To: Leslie Snell  
Subject: Message from "RNP00267360EDE9"

This E-mail was sent from "RNP00267360EDE9" (MP C6502).

Scan Date: 06.06.2016 12:42:25 (-0400)  
Queries to: planikon@nantucket-ma.gov

VAUGHAN, DALE, HUNTER AND BEAUDETTE

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LORI D'ELIA

BRYAN J. SWAIN

WILLIAM F. HUNTER

OF COUNSEL

May 26, 2016

HAND DELIVERY and TELECOPIER

Marcus Silverstein, Zoning Enforcement Officer  
Town Building Annex  
Two Fairgrounds Road  
Nantucket, Massachusetts 02554

RE: Nantucket Westmoor Farms, LLC  
6 and 8 Old Westmoor Farm Road  
Nantucket, Massachusetts 02554

Dear Marcus:

Thank you for taking the time yesterday to meet with me to discuss your concerns about the events taking place at the properties owned by my client, Nantucket Westmoor Farms, LLC, located at 6 and 8 Old Westmoor Farm Road, Nantucket, Massachusetts 02554 and shown as Parcels 821 and 822 on Nantucket Assessor's Map 41. (As a point of clarification, 4 Old Westmoor Farm Road is owned by Quattrochi Old Westmoor Farm, LLC and was purchased on March 20, 2015).

My client acknowledges that its properties are located in a Residential Zoning District in which commercial uses are prohibited. My client's properties are used residentially, not commercially, and there are occasional special events

Marcus Silverstein, Nantucket Zoning Enforcement Officer  
May 26, 2016  
Page 2 of 3

held on the properties. The scale and frequency of these special events are reasonable. For example, two (2) small weddings took place on the property in May 2016. A family with two children rented the properties from May 17 to May 23 and John Pyles and his wife occupied the properties for the first week of May. In June 2016, there are two (2) weddings scheduled, one small wedding on June 5, 2016 and a one-day wedding on June 25, 2016. From June 8 to June 13, 2016, a family has rented the property. From June 13 to July 10, 2016, Mr. Pyles and his family will stay at the property. There is one event scheduled for July and no weddings are scheduled for July. Mr. Pyles and his family will use the property for the other days in July unless they obtain a family rental. No weddings are scheduled for August 2016. The property is rented to one family for this month. One wedding is scheduled in September and the groom, bride and their family are scheduled to stay in the house from September 1 through September 5, 2016. For the balance of September, the Pyles family will use and occupy the property for personal use. No weddings or other events are scheduled from October 1, 2016 through December 31, 2016. The Pyles family will use the property during this time. As you can see, the number of scheduled special events is very limited and do not rise to the level of intensity or frequency so as to convert the properties from a residential to commercial use.

Even so, Mr. Pyles wants to cooperate with the Town and make sure these properties continue to retain their residential character. He will revise the web page for [NantucketWestmoorFarms.com](http://NantucketWestmoorFarms.com) to emphasize the residential use of the

Marcus Silverstein, Nantucket Zoning Enforcement Officer  
May 26, 2016  
Page 3 of 3

property. He is also willing to enter into a covenant with the Nantucket Planning Board to clarify the number and types of special events Nantucket Westmoor Farms, LLC will be limited to allow during the year. I will provide you with this Covenant next week for discussion. Should you have any questions or concerns, please give me a call. Thank you for your help.

Sincerely,



KFD/mep

cc: Andrew Vorce, Nantucket Planning Director  
Mr. John Pyles

## Catherine Ancero

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**From:** Leslie Snell  
**Sent:** Tuesday, June 07, 2016 12:23 PM  
**To:** Catherine Ancero  
**Subject:** FW: 6 and 8 Old Westmoor Farm Rd.  
**Attachments:** 10-28-15; 6-8 Old Westmoor Farm Rd.- CnD.pdf

Also for packet.

---

Leslie Woodson Snell, AICP, LEED AP  
Deputy Director of Planning, PLUS

Planning and Land Use Services (PLUS)  
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---

**From:** Marcus Silverstein  
**Sent:** Wednesday, May 25, 2016 2:23 PM  
**To:** Leslie Snell; Andrew Vorce  
**Cc:** Steve Butler  
**Subject:** 6 and 8 Old Westmoor Farm Rd.

Good afternoon,

The focus on the zoning violations (§139-7A -- commercial use in the R-20) on the properties known as 6 and 8 Old Westmoor Farm Rd. (and, once finished, 4 Old Westmoor Farm Rd., most likely) made me forget the other component of the zoning violations. That is, they are in violation of §2.03.01 of the Nantucket Westmoor Farms Subdivision's "Declaration of Protective Covenants and Restrictions". Said condition reads:

"All Lots shall be used exclusively for single-family residential purposes, and no part of the Land, nor any Structures thereon, shall be used in connection with the conduct of any trade, business, or occupation of any kind whatsoever."

Word of the issues on these properties is starting to get around. I have spoken with two reps from local tent companies, and one rep from an event company, this week alone. It may be helpful if the commercial use of these properties is brought to the attention of the Planning Board, if that has not already occurred.

Also, if you have not seen the website, here's a link: <http://nantucketwestmoorfarm.com/>

Respectfully,

Marcus Silverstein  
Zoning Enforcement Officer  
Town of Nantucket



# Planning and Land Use Services

## Notice of Zoning Code Violation And Order to Cease, Desist, and Abate

Mr./Mrs./Ms. **John Pyles**, and all persons having notice of this order:

As owner/occupant of the premises/structures located at **6 and 8 Old Westmoor Farm Rd. (Map# 41, Parcel# 821/822)**, you are hereby notified that you are in violation of **Restriction #2.03.01 of the Nantucket Westmoor Farms Subdivision Declaration of Protective Covenants and Restrictions, and §139-7A of the Nantucket Zoning Code** and are **ORDERED** this date, **10/28/15**, to:

1. IMMEDIATELY CEASE AND DESIST all functions connected with this violation on, or at, the above mentioned premises.

### Summary of Violation

**Restriction #2.03.01:** "All Lots shall be used exclusively for single-family residential purposes, and no part of the Land, nor any Structures thereon, shall be used in connection with the conduct of any trade, business, or occupation of any kind whatsoever."

**§139-7A:** Prohibited commercial use of property (Transient Residential Facilities) in the Residential-20 (R-20) zoning district.

2. COMMENCE, within **five (5) days**, action to abate this violation permanently.

**Summary of Action to Abate** Immediately and permanently stop all commercial use of the properties.

*Zoning violations may result in fines of up to \$300 per day, as allowed in §139-25 of the Zoning Code.*

If you are aggrieved by this notice and order, you may show cause as to why you should not be required to comply by filing an appeal with the Nantucket Zoning Board of Appeals, as specified in §139-31 of the Zoning Code, within thirty (30) days of this order.

By order,

Marcus Silverstein  
Zoning Enforcement Officer  
Town of Nantucket



# Nantucket Planning Board

## APPROVAL OF A DEFINITIVE SUBDIVISION PLAN (AR)

Nantucket Westmoor Farms Subdivision  
Planning Board File #6842

Applicant: Nantucket Westmoor Farms LLC  
Owner: Michael S. and Jacqueline Egan

Nantucket Registry District of the Land Court  
Certificate of Title #14569 and #15132

Recorded in the Nantucket Registry of Deeds  
Book 375, Page 324 and Book 417, Page 66, respectively

Parcels 93, 93.2, 93.3, 212.3, 212.4, 212.5, 473, and 475  
as shown on Nantucket Tax Assessors Map 41

**S e p t e m b e r 1 2 , 2 0 0 5**

The applicant is proposing an Approval Required (AR) subdivision on a 10.9 acre parcel with frontage on both Pilgrim Road and West Chester Street. There are a total of fourteen (14) lots in the subdivision with twelve (12) being buildable, one (1) being designated for roadway purposes, and one (1) being unbuildable (lot 33). It should be noted that lots 27 and 30 do not meet the minimum frontage requirement for the Residential 2 (R-2) zoning district, which is seventy-five (75) feet. Along the proposed roadway, lot 27 has fifty (50) feet of frontage and lot 30 has approximately fifty-three (53) feet of frontage. Frontage averaging, pursuant to Zoning Bylaw section 139-16, is being utilized to obtain the minimum frontage. Lot 27 will be averaged with lot 29 and lot 30 will be averaged with lot 31.

The roadway for the proposed development will be constructed of stabilized gravel and will have a width of eighteen (18) feet tapering to a width of sixteen (16) feet as shown on the plan. Nine (9) of the twelve (12) lots will gain access from the interior roadway. Of the remaining three (3) lots, one (1) will gain access from West Chester Street and the remaining two (2) will gain access from Pilgrim Road. No interior sidewalks or bike paths will be installed. Drainage for the proposed roadway will be through the use of infiltration trenches which will collect and treat the storm water runoff from the proposed roadway. Individual infiltration systems will be designed for the collection of driveway and roof runoff for each individual lot.

All lots within the proposed subdivision will be connected to municipal water system. Wastewater for lots 21-29 (inclusive) will be treated through the Town sewer system and lots 30-32 (inclusive) will have on-site septic systems to treat wastewater.

05 SEP 15 10:03

The Nantucket Planning Board at its August 22, 2005 meeting voted 5-0 to close the public hearing and voted 4-1 to **APPROVE** the Definitive Subdivision Plan (AR) for property located at Pilgrim Road and West Chester Street. The application for approval of this definitive subdivision plan was received by the Planning Board on April 1, 2005 and approval of the subdivision was based on the following documents:

- Plans entitled “Nantucket Westmoor Farms, Nantucket, Massachusetts” prepared by Eldredge Surveying, dated April 1, 2005 as revised through June 27, 2005;
- Site Analysis Report, Nantucket Westmoor Farm’s Subdivision, Nantucket, Massachusetts, prepared by Eldredge Surveying, dated April 1, 2005 as revised on April 7, 2005;
- Nantucket Westmoor Farm, LLC Drainage Report & Project Narrative, prepared by Eldredge Surveying, dated June 08, 2005 as revised on June 15, 2005;
- Reports from Eldredge Surveying, engineering consultants for the applicant, dated April 4, 2005, May 20, 2005, June 08, 2005, June 21, 2005, July 96, 2005, July 07, 2005, and July 15, 2005;
- Reports from Horsley Witten Group, engineering consultants for the Planning Board, dated April 21, 2005, June 09, 2005, July 06, 2005, and July 19, 2005;
- A Massachusetts Department of Environmental Protection “Storm water Management Form” dated June 20, 2005;
- A letter from the Nantucket Department of Public Works dated June 22, 2005;
- Draft subdivision documents including the Homeowners Association Trust, Declaration of Covenants and Restrictions, and Road Maintenance and Endowment Agreement;
- Representation and testimony received in connection with the public hearing held May 23, 2005, June 13, 2005, July 11, 2005, and July 25, 2005. Minutes of these meetings are on file with the Planning Board; and
- Other assorted documents (including correspondence from abutting property owners) that are on file with the Planning Board.

Approval of the subdivision is granted conditionally upon the aforementioned documents, compliance with the Planning Board’s *Rules and Regulations Governing the Subdivision of Land* (as amended through December 20, 1999), and on the following additional requirements and agreements:

1. That the applicant be granted the following waivers from the *Rules and Regulations Governing the Subdivision of Land*:

4.03	Streets	Waiver Granted – proposal utilizes the Rural Road Alternative which allows for a roadway width of sixteen feet;
4.05	Street Construction	Waiver Granted – the proposed roadway will be constructed of stabilized gravel;
4.06b	Storm Drains	Waiver Granted – the proposal utilizes the Rural Road Alternative;
4.10	Guard Rails and Posts	Waiver Granted – not applicable to site;
4.17	Fire Alarm Systems and Emergency Water Supply	Waiver Granted – the site will be connected to municipal water;
4.18	Sidewalks	Waiver Granted – the proposal utilizes the Rural Road Alternative;
4.19	Bicycle Paths	Waiver Granted – the proposal utilized the Rural Road Alternative. The applicant has volunteered to pave West Chester Street, therefore a contribution to an area bike path fund is not necessary;
4.20	Street Lights	Waiver Granted – the proposal includes two (2) post lamps at the entrance to the subdivision, which is consistent with other subdivisions of this scale;
4.21	Bridges	Waiver Granted – not applicable to the site; and
4.22	Curbing and Berms	Waiver Granted – the proposed utilizes the Rural Road Alternative

2. That the applicant has volunteered to alter and improve West Chester Street to eighteen (18) feet in width. The infrastructure improvements shall include drainage and bituminous concrete paving from the point where the existing pavement ends near Pilgrim Road to the intersection of West Chester Street and Crooked Lane. The proposed improvements shall be in accordance with the *Rules and Regulations Governing the Subdivision of Land*. Plans and estimates for said improvements shall be presented to the Planning Board within six (6) months from the date of this decision (September 12, 2005) and shall be reviewed by the Planning Board's consulting engineer prior to the commencement of any construction.

The construction of the West Chester Street infrastructure improvements shall be completed one of three (3) ways:

1. The applicant shall be responsible for the design and construction;
2. The applicant shall be responsible for the design and the construction of the drainage and the installation of the sub-base. The applicant shall submit an estimate and make a contribution equal to the cost for the installation of the binder and top courses of pavement. The estimate shall be submitted to the Board upon endorsement of the final plans for West Chester Street;
3. The applicant shall be responsible for the design and shall submit an estimate and make a contribution to the Town equal to the cost of the construction of the drainage, sub-base, and pavement installation. The estimate shall be submitted to the Board upon endorsement of the final plans for West Chester Street.

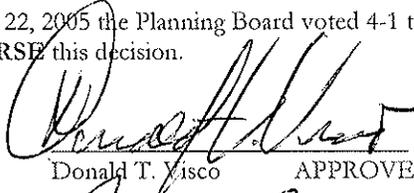
In the event the improvements to West Chester Street cannot be completed a modification to this subdivision shall be required and additional conditions may be imposed;

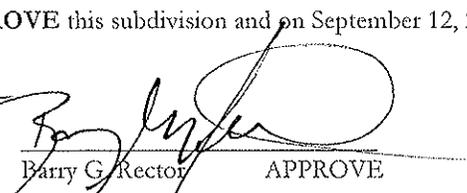
3. That the interior roadway and associated infrastructure improvements shall not commence until the definitive plans have been endorsed by the Planning Board. The definitive plans shall be presented to the Planning Board within six (6) months of the date of this decision (September 12, 2005). Said plans shall include a landscape plan and the designation of a name for the interior roadway;
4. That recorded copies of all legal documents (Homeowners Association documents, Statement of Conditions, Grant of Right of Enforcement, Grant of Easements for Utilities and Drainage, and Covenant) shall be presented to the Planning Board prior to the release of any lot from the Covenant or within six (6) months from the date of this decision (September 12, 2005);
5. That a Homeowners Association be established by the applicant, along with a Road Maintenance Endowment Fund for the maintenance of all required improvements to the interior roadway including the infiltration trenches, grading, signs, and utilities. The Association shall be initially endowed at \$500 per buildable lot (\$6000 total). This fund shall be administered by the Homeowners Association with the Planning Board named as a third party enforcing agent;
6. That a name be designated for the interior roadway prior to the endorsement of the definitive plans. The name shall be indicated on said plans;
7. That the applicant submit to the Planning Board documentation regarding the frontage averaging for lots 27 and 29 and lots 30 and 31. Said documentation shall be recorded with the Registry of Deeds and a copy shall be presented to the Planning Board within six (6) months from the date of this decision (September 12, 2005);
8. That the roadway layout for the interior roadway be transferred to the Homeowners Association. The layout shall be designated on the definitive plans with a lot number. Evidence of the conveyance shall be presented to the Planning Board prior to the release of any lot;
9. That all lots within the subdivision be restricted to no further division. Minor lot line adjustments shall be permitted through the submission of an Approval Not Required (ANR) plan, however, no additional building lots shall be created;
10. That all required infrastructure improvements be completed within two-years from the date of definitive plan endorsement;
11. That lots 22, 23, 24, 25, 28, 33, and the roadway lot shall be released from the covenant upon the endorsement of the definitive plans and the submission of the recorded legal documents. One (1) additional lot shall be released upon the submission and approval of the West Chester Street plans, four (4) additional lots shall be released upon completion of all interior infrastructure improvements, and the remaining two (2) lots shall be held until condition 2, above, has been met. The applicant shall have the right to obtain release(s) of the lots from the covenant in return for a deposit of money or negotiable securities with the Planning Board sufficient, in the opinion of the Board, to secure performance of the construction of ways

and the installation of municipal services required for lots in the subdivision shown on the plan as set forth in the covenant, and the Planning board may require that the applicant specify the time within which such construction shall be completed, all in accordance with Section 20.6f(2) of Rules & Regulations Governing the Subdivision of Land, Nantucket Island, Massachusetts, as amended;

12. That the Planning Board may grant extension of deadlines stated herein without holding a public hearing.

On August 22, 2005 the Planning Board voted 4-1 to **APPROVE** this subdivision and on September 12, 2005 voted 5-0 to **ENDORSE** this decision.

  
Donald T. Visco APPROVE

  
Barry G. Rector APPROVE

  
Francis T. Spriggs APPROVE

  
Sylvia Howard APPROVE

John McLaughlin DISAPPROVE

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

09-12, 2005

On the 12<sup>th</sup> day of September, 2005, before me, the undersigned notary public,

personally appeared Donald Visco, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

  
Notary Public



LESLIE ERIN WOODSON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 22, 2011

My Commission Expires

VAUGHAN, DALE, HUNTER AND BEAUDETTE

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OF COUNSEL

June 8, 2016



**HAND DELIVERY & FAX**

Barry Rector, Chairman  
Nantucket Planning Board  
2 Fairgrounds Road  
Nantucket, MA 02554

RE: Nantucket Westmoor Farms, LLC - Deed Restriction  
6 and 8 Old Westmoor Farm Road, Nantucket, MA

Dear Chairman Rector:

Enclosed for filing on behalf of my client, Nantucket Westmoor Farms, LLC, is a Restriction Agreement that refines, clarifies and limits the number of "special events" my client may hold each year on its properties at 6 and 8 Old Westmoor Farm Road, Nantucket, Massachusetts 02554.

Please schedule the matter for hearing at your June 13, 2016 meeting and call me at 508-228-4455 with any questions. Thank you

Sincerely,

Kevin F. Dale, Esq.

Enclosure

Cc: Marcus Silverstein, Zoning Enforcement Officer  
Andrew Vorce, Planning Director  
John C. Pyles



RESTRICTION AGREEMENT

THIS AGREEMENT made as of this first day of June, 2016, by and between NANTUCKET WESTMOOR FARMS, LLC, a duly formed Massachusetts limited liability company having a principal address of 4 North Water Street, Nantucket, Massachusetts 02554 (“WESTMOOR FARMS”) and the NANTUCKET PLANNING BOARD (“PLANNING BOARD”), and to any political subdivision of the Town of Nantucket succeeding to the rights and obligations of the PLANNING BOARD, the right to enforce the following restrictions to the fullest extent permitted under the laws of the Commonwealth of Massachusetts;

WITNESSETH:

WHEREAS, Westmoor Farms is the owner of the improved real estate located at 6 and 8 Old Westmoor Farms Road, Nantucket, Massachusetts 02554 shown as Lot 22 and Lot 23 on Land Court Plan No13328-M by virtue of Owner’s Certificate of Title No. 21835 at the Nantucket Registry District for the Land Court (Premises”); and

WHEREAS, the Premises is located in the Residential-20 Zoning District (“R-20 District”) and residential uses are the principal permitted uses in the R-20 District while commercial uses, as defined in Section 139-2 of the Code of Nantucket, are prohibited uses in this District; and

WHEREAS, occasional weddings and other “special events” are accessory uses permitted in the R-20 District as long as they are subordinate and customarily incidental to residential uses; and

WHEREAS, Westmoor Farms desires to hold weddings and other “special events” on the Premises on the condition that said events are subordinate to, and incidental to, the principal residential use of the Premises; and

WHEREAS, Westmoor Farms desires to clarify and to refine the character and number of times it is allowed to hold “special events” on the Premises on a yearly basis without undermining or eroding the principal residential use of the Premises;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, WESTMOOR FARMS hereby subjects the Premises to these restrictions and covenants:

1. WESTMOOR FARMS shall be limited to holding three (3) “special events” per year that use tents with an area greater than 150 square feet or for periods of 9 days a year, whichever is less, without a special permit from the Nantucket Board of Appeals in accordance with Section 139- of the Code of Nantucket (“Tents”).
2. From May 1<sup>st</sup> –June 15<sup>th</sup> the number of “special events” held on the Premises in one (1) year shall be no more than three (3) events.
3. From June 16<sup>th</sup> to August 15<sup>th</sup>, the number of “special events” held on the Premises in one (1) year shall be no more than three (3) events.
4. From August 16<sup>th</sup>-October 31, the number of “special events” held on the Premises in one (1) year shall be no more than four (4) events.
5. From November 1-April 30 the number of “special events” held on the Premises in one (1) year shall be no more than four (4) events.

6. If WESTMOOR FARMS or its successors or assigns desire to hold more than fourteen (14) special events on the Premises per year, WESTMOOR FARMS shall be required to obtain prior written approval from the Planning Board based upon a determination that the “special event” is ancillary to the residential use of the Premises and not a commercial use.

7. WESTMOOR FARMS and/or its successors and assigns shall refrain from advertising and marketing the Premises as a principal wedding and “special event” location and shall emphasize in its residential marketing information that the Premises is limited primarily to residential use and any and all “special events” are ancillary and incidental to the principal residential use of the Premises.

8. For the purposes of this restriction, a “special event” shall mean a family wedding, a small business seminar or cocktail party, or like-kind event.

9. For the purposes of this restriction, WESTMOOR FARM shall not be limited from holding fund-raising events for non-profit and/or charitable entities

10. The Planning Board and any political subdivision of the Town of Nantucket succeeding to the rights and obligation of the Planning Board shall have the right, which right shall be held in gross and as appurtenant to any property interest, to enforce these restrictions.

11. Upon registration of this agreement with the Nantucket Registry District for the Land Court, the restrictions and all other provisions of this agreement shall run with and bind the Premises and every portion thereof.

12. The rights of enforcement of any restriction held in gross shall expire on June \_\_\_\_\_, 2046 unless a notice of extension of restriction in accordance with M.G.L. c. 184, Section 27 is registered with the Nantucket Registry District for the Land Court on or before June \_\_\_\_\_, 2046,

in which event the term for enforcement of such right shall be extended for a period of twenty (20) years.

13. The agreement shall be construed under the laws of the Commonwealth of Massachusetts.

WITNESS our hands and seals the day and year first above written.

NANTUCKET WESTMOOR FARMS LLC

Washington Management and Development  
Co., Inc., Manager

By: \_\_\_\_\_  
John C. Pyles, President/Treasurer

NANTUCKET PLANNING BOARD

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

District of Columbia, ss

On this \_\_\_\_\_ day of June, 2016, before me, the undersigned notary public, personally appeared the above-named, John C. Pyles, (a) personally known to me or (b) proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily, as President and Treasurer of Washington Management and Development Co., Inc., as the voluntary act and deed of Nantucket Westmoor Farms, LLC, for its stated purpose.

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires: