

ZBA

PACKET

THURSDAY

SEPTEMBER 10, 2020

1pm *via* Zoom & YouTube

YouTube link:

[https://youtu.be/EiJ1N8\\_k7NM](https://youtu.be/EiJ1N8_k7NM)



# TOWN OF NANTUCKET BOARD OF APPEALS NANTUCKET, MA 02554

## Agenda

(Subject to Change)

Thursday, September 10, 2020

1:00 PM

[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

**YouTube Link:**

[https://youtu.be/Eij1N8\\_k7NM](https://youtu.be/Eij1N8_k7NM)

1  
**I. CALL TO ORDER:**

**II. APPROVAL OF THE AGENDA:**

**III. APPROVAL OF THE MINUTES:**

- August 13, 2020

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**IV. OLD BUSINESS (CONTINUED PUBLIC HEARINGS AND VOTES MAY TAKEN):**

- 066-00 Frederick C. Tilton & Kerry E. Tilton 5 Kinikinnik Way Swain  
Action Deadline September 21, 2020 *to determine and notify Applicant if requested modification is deemed substantial or insubstantial*

The Applicants seek a determination that a proposed modification to the Comprehensive Permit, and the plans approved therewith, may be considered insubstantial pursuant to 760 CMR 56.05 (11)(a)(b), and as such, may be authorized by the Zoning Board of Appeals. The proposed modification for which applicants seek approval consists of relocating a driveway. The Locus is situated in the Abrem Quarry 40B, is known as 5 Kinikinnik Way, is shown on Assessor's Map 80 as Parcel 421, and as Lot 6 upon Plan No 2006-90. Evidence of owner's title is recorded in Book 1105, Page 203 on file at the Nantucket Registry of Deeds. The site is located in the Limited Use General One (LUG-1) zone.

- 09-20 Timothy E. Quinlisk & Elizabeth A. Quinlisk 88 Quidnet Road Alger  
Action Deadline September 10, 2020  
Applicants are seeking Special Permit relief pursuant to Zoning By-law Sections 139-30 and 139-33.A(1) to alter, extend, and change a structure, which is pre-existing nonconforming as to side yard setbacks, situated

2 Fairgrounds Road Nantucket Massachusetts 02554  
508-325-7587 telephone 508-228-7298 facsimile

Posting with Town Clerk on September 4, 2020 - Posting #T 1995

on a lot which is pre-existing nonconforming as to lot size and frontage. As proposed, the pre-existing nonconforming setback distances will not be made more nonconforming. The Locus is situated at 88 Quidnet Road, is shown on Assessor's Map 21 as Parcels 109, 104, & 70, as Lots 5 & 6 upon Land Court Plan 8606-A and Lot 33 upon LCP 8606-B. Evidence of owner's title is registered on Certificate of Title No. 26998 at the Nantucket County District of the Land Court. The site is zoned Residential Twenty (R-20).

- 11-20 Peter J. Mackay & Alison Mackay and David P. Mackay & Anne M. Phaneuf, Tr., Mackay/Phaneuf Family Trust 21 & 25 Monohansett Road Alger  
**REQUEST TO CONTINUE to December 10, 2020**

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**V. NEW BUSINESS** (INITIAL PUBLIC HEARINGS AND VOTES MAY BE TAKEN):

- 18-20 Catherine H. Cozens & Timothy M. Soverino 6 & 8 Trotters Lane Brescher  
Action Deadline November 11, 2020  
Applicants request relief by Variance pursuant to Zoning Bylaw Section 139-32 for a waiver from the intensity regulations in Section 139-16 and, to the extent necessary, Special Permit relief pursuant to Section 139-33.A. Applicants propose relocation of the interior lot line between their respective pre-existing nonconforming lots to allow 6 Trotter's Lane to have the benefit of the existing garage apartment. Specifically, the nonconforming lot areas are being swapped from 6 Trotter's Lane to 8 Trotter's Lane. As a result of the land swap, the existing structures will meet the applicable intensity regulations and the existing shed will either be razed or relocated so as to comply with the R-10 intensity regulations. The properties are situated at 6 & 8 Trotters Lane, shown respectively on Assessor's Map 67 as Parcels 134 & 135, and as Lot 19 upon Plan Book 16, Page 33 and upon Plan Book 23, Page 23. Evidence of owners' title is recorded in Book 290, Page 79 and Book 568, Page 310 on file at the Nantucket Registry of Deeds. The site is zoned Residential Ten (R-10).

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- 19-20 Hale Everets 46 Monomoy Road Alger  
Action Deadline December 9, 2020  
The Applicant is seeking relief by Special Permit pursuant to Zoning By-law Sections 139-30 and 139-33.A to remove and reconstruct any or all of the pre-existing nonconforming dwelling or any portion thereof in excess of the permitted 7% ground cover ratio. Specifically, Applicant proposes to demolish all or portions of the existing dwelling to allow for new construction and/or additions with the ability to retain the pre-existing nonconforming ground cover ratio of up to 12.95%. To the extent necessary, Applicant further requests modification of prior Special Permit relief granted in 1984 and 1988. Locus, pre-existing nonconforming as to lot area, is situated at 46 Monomoy Road shown on Assessor's Map 54 as Parcel 71, as Lot E upon Land Court Plan 14029-A. Evidence of owner's title is registered on Certificate of Title No. 27608 at the Nantucket County District of the Land Court. The site is zoned Limited Use General One (LUG-1).

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**VI. OTHER BUSINESS:** (Votes may be taken)

- **ELECTION OF OFFICERS** – (Chairman, Vice Chairman, and Clerk positions)

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**VII. ADJOURNMENT** (VOTE WILL BE TAKEN)



# ZONING BOARD OF APPEALS

2 Fairgrounds Road  
Nantucket, Massachusetts 02554  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

**Commissioners:** Susan McCarthy (Chair), Lisa Botticelli (Vice chair), Ed Toole (Clerk), Michael J. O'Mara, Kerim Koseatac  
**Alternates:** Mark Poor, Geoff Thayer, Jim Mondani

## ~~ MINUTES ~~

Thursday, August 13, 2020

*This meeting was held via remote participation using ZOOM and YouTube,  
Pursuant to Governor Baker's March 12, 2020 Order Regarding Open Meeting Law*

Called to order at 1:05 p.m. and announcements made by Ms. McCarthy.

Staff in attendance: Eleanor Antonietti, Zoning Administrator  
Attending Members: McCarthy, O'Mara, Koseatac, Poor, Thayer, Mondani  
Absent: Botticelli, Toole

**Motion to Approve the Agenda.** (made by: O'Mara) (seconded)  
Carried 5-0//O'Mara, Koseatac, Thayer, Poor, and Mondani-aye

### I. APPROVAL OF MINUTES

- July 9, 2020  
Motion **Motion to Approve as drafted.** (made by: Thayer) (seconded)  
Roll-call Vote Carried 5-0//O'Mara, Koseatac, Thayer, Poor, and Mondani-aye

### II. OLD BUSINESS

- 066-00 Sara Anne Brookes & Justin Robert Brooks 6 Kinikinnik Way Swain  
The Applicants seek a determination that a proposed modification to the Comprehensive Permit, and the plans approved therewith, may be considered insubstantial pursuant to 760 CMR 56.05 (11)(a)(b), and as such, may be authorized by the Zoning Board of Appeals. The proposed modification for which applicants seek approval consists of relocating a driveway. The Locus is situated in the Abrem Quarry 40B, is known as 6 Kinikinnik Way, is shown on Assessor's Map 80 as Parcel 420, and as Lot 10 upon Plan No 2006-90. Evidence of owner's title is recorded in Book 1122, Page 151 on file at the Nantucket Registry of Deeds. The site is located in the Limited Use General One (LUG-1) zone.  
Voting McCarthy, O'Mara, Koseatac  
Alternates Poor, Thayer, Mondani  
Recused None  
Documentation File with associated plans, photos and required documentation  
Representing Brian Swain, Atty for owner  
Justin Roberts Brookes, owner  
Public None  
Discussion (1:14) **Swain** – This is a request for a determination that the proposed driveway alteration and relocation of parking is an insubstantial modification to the Comprehensive Permit. Defined a substantial change and insubstantial change per CMR. Cited the precedents supporting this ruling.  
**Antonietti** – Pointed out that with Mr. Swain's submission on page 25 of the packet, of the four cited modifications, one was denied.  
**McCarthy** – Confirmed the proposed location isn't directly across the from the abutters. It seems to her that this is an insubstantial change.  
Discussion about the waiver for the width of the driveway.  
**Mondani** – It seems the Homeowner's Association (HOA) has the power to grant all this in the declaration as noted in the Comprehensive Permit; asked if the ZBA actually has to make the determination.  
**Antonietti** – Yes, the ZBA does have to make the ruling; the Comprehensive Permit is approved in concert with a site plan showing all the driveway and parking configurations. We need to do this properly because she's already hearing from others in that development who want to do something similar.  
**Swain** – There are two governing documents: the Comprehensive Permit, which is solely modified by the ZBA, and the HOA. We seek ZBA approval first then seek any HOA waivers necessary.  
Motion **Motion to determine the modifications are insubstantial as presented in the application and authorize the Chair to sign the letter memorializing the decision.** (made by: Mondani) (seconded)  
Roll-call Vote Carried 5-0//McCarthy, O'Mara, Koseatac, Thayer, and Mondani-aye

2. 09-20 Timothy E. Quinlisk & Elizabeth A. Quinlisk 88 Quidnet Road Alger  
**REQUEST TO CONTINUE to September 10, 2020**  
 Voting McCarthy, O'Mara, Koseatac, Poor, Thayer  
 Alternates Mondani  
 Discussion **Antonietti** – This is going through the HDC process.  
 Motion **Motion to Continue to the next regularly scheduled meeting, September 10.** (made by: O'Mara) (seconded)  
 Roll-call Vote Carried 5-0//McCarthy, O'Mara, Koseatac, Thayer, and Poor-aye

3. 11-20 Peter J. Mackay & Alison Mackay and David P. Mackay & Anne M. Phaneuf, Tr., Mackay/Phaneuf Family Trust 21 & 25 Monohansett Road Alger  
**REQUEST TO CONTINUE to September 10, 2020**  
 Voting McCarthy, O'Mara, Koseatac, Poor, Thayer  
 Alternates Mondani  
 Discussion None  
 Motion **Motion to Continue to the next regularly scheduled meeting, September 10.** (made by: O'Mara) (seconded)  
 Roll-call Vote Carried 5-0//SM, MO, KK, GT, and Poor-aye

4. 3-20 Rebecca M. Gilbreth 92 Hulbert Avenue Mulloy  
 Applicant is requesting relief by Special Permit pursuant to Zoning By-law Sections 139-30, 139-33.A(1), and 139-17.C(7) to alter a pre-existing nonconforming light tower with decks. The alteration will consist of raising the structure, renovating the existing foundation to bring the lowest floor elevation into compliance with applicable building codes and FEMA regulations, and placing it back onto the newly constructed foundation with decks and stairs altered for access. The structure is pre-existing nonconforming as to height and front and side yard setbacks. The proposed height is roughly 36.3 feet, for an approximately 3.6-foot vertical expansion within the front and side yard setbacks without coming any closer to the lot lines. The Locus is situated at 92 Hulbert Avenue, is shown on Tax Assessor's Map 30 as Parcel 51, and upon Plan Book 8, Page 52. Evidence of owner's title is recorded in Book 448, Page 322 on file at the Nantucket Registry of Deeds. The site is zoned Residential One (R-1).  
 Voting McCarthy, O'Mara, Koseatac, Thayer, Mondani  
 Alternates Poor  
 Recused None  
 Documentation File with associated plans, photos and required documentation  
 Representing Dan Mulloy, Site Design Engineering  
 Ethan McMorrow, architect  
 Public None  
 Discussion (1:32) **Antonietti** – It's being raised up 3.6 feet so was renoticed. The Board had asked for Ethan McMorrow, the architect, to be present to answer questions.  
**Mulloy** – Recapped the project.  
**McMorrow** – The Historic District Commission (HDC) approved this as it is being presented to the ZBA. Without opening the floor, we don't know what the foundation is.  
**McCarthy** – Information requested was provided and all our questions were answered. From her recollection, the Board was in a good place with this other than the steps. The questions for the architect came from Mr. Toole and Ms. Botticelli. She feels comfortable approving this as requested. Asked if this should have a time restriction on it.  
**Antonietti** – Time restrictions are case-by-case in R1.  
 Motion **Motion to Grant the relief as requested.** (made by: Thayer) (seconded)  
 Roll-call Vote Carried 5-0//McCarthy, O'Mara, Koseatac, Thayer, and Mondani-aye

**III. NEW BUSINESS**

1. 08-20 Nantucket Westmoor Farms, LLC (Appellant) 6 & 8 Old Westmoor Farm Road  
**REQUEST TO WITHDRAW WITHOUT PREJUDICE**  
 Voting O'Mara, Koseatac, Poor, Thayer, Mondani  
 Alternates McCarthy not voting  
 Motion **Motion to Approve the withdrawal without prejudice.** (made by: Mondani) (seconded)  
 Roll-call Vote Carried // O'Mara, Koseatac, Thayer, Poor, and Mondani-aye

2. 15-20 Mark M. Dowley & Megan Wiesen Dowley, Tr., Megan Wiesen Dowley Revocable Trust 31 & 33 North Pasture Lane Dale  
 The Applicant is requesting Special Permit relief pursuant to Zoning By-law Sections 139-30 and 139-33.A(2) or, in the alternative, relief by Variance pursuant to Section 139-32, in order to extend the pre-existing, nonconforming ground cover. Specifically, Applicant requests permission to keep a 242 sq. ft. detached shed on the premises. The pre-existing nonconforming ground cover, including the shed, is approximately 5,539 sq. ft. for a ground cover ratio of 7.4% where 7% (5,233 sq. ft.) is maximum allowed by virtue of a Cluster Subdivision approval. Locus is situated at 31 & 33 North Pasture Lane, shown on Assessor's Map 44 as Parcels 78 & 79, as Lots 18 & 19 upon Land Court Plan 5388-E. Evidence of owner's title is registered on Certificate of Title No.s 27182 and 25285 at the Nantucket County District of the Land Court. The site is zoned Limited Use General 3 (LUG-3).  
 Voting McCarthy, O'Mara, Koseatac, Thayer, Mondani  
 Alternates Poor  
 Recused None

Proposed ZBA Minutes for August 13, 2020

Documentation Representing Public Discussion (1:44) File with associated plans, photos, correspondence, and required documentation Kevin Dale, Vaughan, Dale, Hunter, and Beaudette P.C. None

**Dale** – Reviewed situation leading to the request; if the sauna is put below grade, the shed will exceed by 37 sq.ft., which is *de minimis*. His clients would waive their right to put a 200 sq.ft. zoning shed, which is exempt from groundcover, on the property. In the alternative, his client is asking for a variance. Explained removing the overage from shed would cause a hardship since it is essentially a demolition. His client wanted more space for their growing family so merged the lots to create a compound. He doesn't know the details concerning construction of the shed.

**McCarthy** – Confirmed the existing work is a renovation. Asked about the below-grade sauna.

**Dale** – The spa would be substantially below ground so there would be a step down.

**Antonietti** – She included a chart that iterates the various building permits in the merged building department file. They demolished a shed on 31 North Pasture Lane along with a few non-groundcover elements such as pergola and decks. The shed they want to keep is very well-appointed, as Attorney Dale indicated.

**Mondani** – He would like to know with certainty that the sauna would meet the requirements for no-groundcover.

**Antonietti** – That would be a determination to be made by the ZEO or Building Inspector.

**McCarthy** – In October 2019, it looks like the owner pulled a permit for a pool house with bar and toilets along with the demolition of another shed and pergola; there has been plenty of opportunity to clean up the groundcover issue.

**Dale** – Suggested including a condition to the decision that the spa must be substantially below grade. He doesn't think the bylaw distinguishes which structures can or cannot be below grade.

**Antonietti** – It says finished or unfinished space may be below grade; a sauna would be a finished space.

**Mondani** – If we could determine it isn't part of groundcover, he'd be okay with the overage. However, it sounds subjective.

**McCarthy** – The condition could be that the sauna shall be either substantially below ground per the zoning enforcement officer or be removed. She's not comfortable approving a variance.

**Dale** – Asked to grant the special permit allowing the 37 sq.ft. extra groundcover.

**Antonietti** – For 31 North Pasture Lane, there is a Building Permit 71817 dated April 2017 to replace a window with a door, add a deck, a new pergola, and outdoor fireplace; there is a note on that permit that the groundcover had been exceeded. There wouldn't have been a Certificate Occupancy for that type of work. That note related to 31 North Pasture Lane only, not the merged lots. Clarified that it will be an overage of 237 sq.ft.

**Dale** – They didn't know they were over groundcover until after they purchased 33 North Pasture Lane last year; it came to light in January when they sat down with their architect and engineer. This type of relief has been granted in the past and no one oppose the application. The Town policy is to exempt a 200 sq.ft. shed which doesn't count toward groundcover; argued that cognitively, the Board is looking at an overage of only 37 sq.ft.

**Koseatac** – It seems like there was a lapse of due diligence and now they are trying to clean it up while doing a lot on these properties. Granting this could set a precedent for the future.

**Mondani** – This isn't a shed issue. They were in compliance until they built a 900 sq.ft. pool house; that created the overage.

**McCarthy** – Agrees with Mr. Mondani; this is a numbers issue.

**O'Mara** – Regarding the sauna, it needs walls, roof, and floor; doesn't know how that would be below grade. A spa is different.

Further discussion about the relevance of the pool house to this application.

**McCarthy** – Feels the conversation has been exhausted on this. She is not inclined to approve the relief as requested.

**Dale** – Insisted that every member voting must state reasons why they voted for or against.

**Antonietti** – Those reasons are fleshed out in the final decision.

**McCarthy** – There is a sauna and a spa on the plan, doesn't know which is being discussed. We've stated the reasons throughout the hearing and those reasons will be called out in the minutes. She's hearing that the property was over ground cover; a permit was pulled in 2019 to build a 950 sq.ft. structure, which could have been reduced to meet ground cover; the timing between when the applicant became aware of the overage and the things done to limit ground cover; there is a reason for maximum ground cover; and there is a difference between this and the 200 sq.ft. zoning shed; ground cover requirements could have been met.

**Dale** – Feels Ms. McCarthy's comments are not relevant to burden of proof his client is required to meet.

Motion **Motion to Grant the Special Permit relief as requested.** (made by: Koseatac) (seconded)

Roll-call Vote Not Carried 0-5//McCarthy-nay; O'Mara-nay; Koseatac-nay; Thayer-nay; and Mondani-nay

Motion **Motion to approve the variance relief as requested.** (made by: Koseatac) (seconded)

Roll-call Vote Not Carried 0-5//McCarthy-nay; O'Mara-nay; Koseatac-nay; Thayer-nay; and Mondani-nay

3. 16-20 David M. Bradt, Jr. & Diane Tipton Bradt, Tr. 123 Madaket Road Nominee Trust  
 123 Madaket Road Reade

The Applicant is requesting Special Permit relief pursuant to Zoning By-law Sections 139-30 and 139-33.A in order to alter the pre-existing, nonconforming ground cover. The pre-existing nonconforming ground cover is approximately 3,355 sq. ft. for a ground cover ratio of 4.12% where 4% is maximum allowed. The ground cover of the altered dwelling structure would decrease by 21 sq.ft. to roughly 3,334 sq. ft., for a reduced GCR of 4.09%. Locus is situated at 123 Madaket Road, shown on Assessor's Map 40 as Parcel 60, as Lot 1 upon Land Court Plan 12324-B. Evidence of owner's title is registered on Certificate of Title No. 21476 at the Nantucket County District of the Land Court. The site is zoned Limited Use General 2 (LUG-2).

- Voting McCarthy, Koseatac. Poor, Thayer, Mondani
- Alternates None
- Recused O'Mara
- Documentation File with associated plans, photos, correspondence, and required documentation
- Representing Whit Gifford, Reade, Gullicksen, Hanley, & Gifford LLP
- Public None
- Discussion (2:33) **Gifford** – Reviewed the situation leading to this request – reduction in a pre-existing nonconformity. We are working off the plans Mr. Don Bracken, Bracken Engineering gave us; explained an apparent discrepancy: between the plan and what is noted in the addendum: 21 sq.ft. net decrease and a 28 sq. ft. addition. The 28 sq.ft. addition is an enclosed overhang and contributes to ground cover. They have HDC approval. They shrank the 2-car garage to a 1-car and added a zoning shed as the second bay; any further reduction would impact the front façade of the house.  
**Antonietti** – The 28 sq.ft. overhang was meant to be clarified in the addendum. The total overage at the end of the day is 75 sq.ft.  
**McCarthy** – The new work will conform to all applicable setback requirements and they are trying to maintain the existing footprint. Wishes the plan were larger and easier to read.  
**Motion to Approve the special permit as requested.** (made by: Koseatac) (seconded)
- Roll-call Vote Carried 5-0//McCarthy, Koseatac, Thayer, Poor, and Mondani-aye

4. 17-20 Robert C. Crowley, Jane P. Quirk, & William M. Quirk, Tr., John A. Confalone 1994 Revocable Trust  
 30 Cliff Road Brescher

The Applicant is requesting Special Permit relief pursuant to Zoning By-law Sections 139-30 and 139-33.A in order to alter the pre-existing, nonconforming dwelling on the pre-existing, nonconforming lot. Applicant proposes to lift the structure in order to install a crawl space, basement, and new foundation. As a result of the project, there will be a vertical extension within the pre-existing nonconforming side yard setback, although there will be no change in footprint. Locus, pre-existing nonconforming as to frontage, is situated at 30 Cliff Road shown on Assessor's Map 42.4.4 as Parcel 36, as Lot 2 upon Land Court Plan 15414-B. Evidence of owner's title is registered on Certificate of Title No. 19851 at the Nantucket County District of the Land Court. The site is zoned Residential Old Historic (ROH).

- Voting McCarthy, O'Mara, Koseatac, Thayer, Mondani
- Alternates Poor
- Recused None
- Documentation File with associated plans, photos, correspondence, and required documentation
- Representing John Brescher, Glidden & Glidden P.C.  
 William and Jane Quirk, owners  
 Michael Day, Atlantic Aeolus
- Public None
- Discussion (2:47) **Brescher** – Reviewed situation leading to this request – vertical extension within the side-yard setback. The methodology for the shoring plan is included in the packet. They have HDC approval. Ideally work would start in October to be finished in time for next summer.  
**Thayer** – He's familiar with the shoring process. There is no way 32 Cliff Road will not be impacted; confirmed the owners of 32 Cliff Road are aware of that. Suggested hiring a surveyor and taking photos for the owner to protect himself.  
**W. Quirk** – Reviewed the shoring process. We didn't want to engage anyone else until we completed this process.  
**Day** – A lot of the shoring will have to be hand work. We will go over that work with the neighbor and the engineer.  
**McCarthy** – Asked about the 1-foot set back. We have the letters of support as well as HDC approval.  
**Brescher** – Mr. Jeff Blackwell, Blackwell & Assoc. will go over it before anything is done.  
**McCarthy** – Looking at the pictures and the notes and zoning bylaw, she's ready to vote.  
**Antonietti** – In the past, we have been adamant about construction methodology and protocols and we've attached exhibits; what she has is a PowerPoint®; asked if that should be the attachment. The exhibits have come in various forms but have always been a list of appropriate steps to take.  
**Thayer** – Get the engineer involved and let him weigh in on this; that protects the owner. The Building Department will look for methodology information as part of their permit process.  
**W.Quirk** – All that information is in the construction methodology plan.  
**McCarthy** – We want the conditions to include construction moratorium and shoot the foundation before the house is set down.  
**Motion to Approve as requested with the aforementioned conditions.** (made by: O'Mara) (seconded)

Roll-call Vote Carried 5-0//McCarthy, O'Mara, Koseatac, Thayer, and Mondani-aye

**IV. OTHER BUSINESS**

1. None

**V. ADJOURNMENT**

**Motion to Adjourn at 3:07 p.m.** (made by: Koseatac) (seconded)

Carried 5-0//McCarthy, O'Mara, Koseatac, Thayer, and Poor-aye

Sources used during the meeting not found in the files or on the Town website:

1. Draft Minutes July 9, 2020

Submitted by:

Terry L. Norton

PROPOSED

**OLD  
BUSINESS**

**ABREM QUARY**

**40B**

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**ZBA No. 66-00**

**5 Kinikinnik Way**

**FREDERICK C. & KERRY E. TILTON**

VAUGHAN, DALE, HUNTER, BEAUDETTE AND SWAIN

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WHALER'S LANE

P.O. BOX 659

NANTUCKET, MASSACHUSETTS 02554

TEL: (508) 228-4455

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EDWARD FOLEY VAUGHAN

KEVIN F. DALE

RICHARD P. BEAUDETTE

BRYAN J. SWAIN

WILLIAM F. HUNTER

OF COUNSEL

September 1, 2020

**VIA ELECTRONIC MAIL**

Nantucket Zoning Board of Appeals  
Eleanor W. Antonietti, Administrator  
2 Fairgrounds Road  
Nantucket, MA 02554



Re: Frederick C. Tilton and Kerry E. Tilton  
5 Kinikinnik Way  
Request for an insubstantial modification to  
Abrem Quarry's 40(B) Comprehensive Permit

Dear Eleanor:

Our clients, Frederick C. Tilton and Kerry E. Tilton, own 5 Kinikinnik Way, Nantucket, Massachusetts 02554 (the "Premises") and desire to modify the location of their driveway thereon. The Applicants are seeking a request from the Zoning Board of Appeals to determine that the proposed driveway modification is an insubstantial modification to the Abrem Quarry 40(B) Comprehensive Permit, as amended of record. To that end, enclosed please find an application for such, together with supporting documentation.

Enclosed please also find a check in the amount of \$450.00 made payable to the Town of Nantucket representing the filing fee. Thank you for your attention to this matter, please do not hesitate to call me should you have any questions or concerns.

Sincerely,

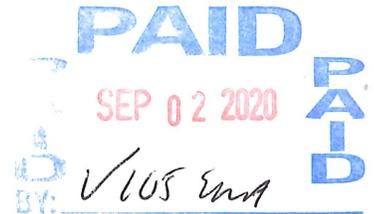
A handwritten signature in blue ink, appearing to read "Bryan J. Swain".

Bryan J. Swain, Esq.

CC: Frederick C. Tilton and Kerry E. Tilton  
Encs.



**TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554**



**APPLICATION**

Fee: \$450.00

File No. 66-00

Owner's name(s): Frederick C. Tilton and Kerry E. Tilton

Mailing address: 5 KINIKINNIK WAY, NANTUCKET, MA 02554

Phone Number: C/O VDHB&S 228-4455 E-Mail: bryan@vdhlaw.com

Applicant's name(s): Frederick C. Tilton and Kerry E. Tilton

Mailing Address: 5 KINIKINNIK WAY, NANTUCKET, MA 02554

Phone Number: C/O VDHB&S: 508- 228-4455 E-Mail: bryan@vdhlaw.com

Locus Address: 5 KINIKINNIK WAY, Assessor's Map/Parcel: 80/421  
NANTUCKET, MA 02554

Land Court Plan/Plan Book & Page/Plan File No.: Lot 6 on Plan No. 2006-90

Deed Reference/Certificate of Title: Book: 1105 Zoning District LUG-1  
Page: 203

Uses on Lot- Commercial: None No Yes (describe) N/A

Residential: Number of dwellings 1 Duplex N/A Apartments N/A

Date of Structure(s): all pre-date 7/72 N/A or \_\_\_\_\_

Building Permit Numbers: N/A

Previous Zoning Board Application Numbers: N/A

See Addendum.

State below or attach a separate addendum of specific special permits or variance relief applying for:

See Addendum.

I certify that the information contained herein is substantially complete and true to the best of my knowledge, under the pains and penalties of perjury.

SIGNATURE: [Handwritten Signature] Owner\*

SIGNATURE: [Handwritten Signature] Applicant/Attorney/Agent\*  
Bryan J. Swain, Esq., Attorney-in-Fact.

\*If an Agent is representing the Owner or the Applicant, please provide a signed proof of agency.

**OFFICE USE ONLY**

Application received on: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_ Complete: \_\_\_ Need Copies: \_\_\_  
Filed with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Planning Board: \_\_\_/\_\_\_/\_\_\_ Building Dept.: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_  
Fee deposited with Town Treasurer: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_ Waiver requested: \_\_\_  
Granted: \_\_\_/\_\_\_/\_\_\_ Hearing notice posted with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_  
I&M \_\_\_/\_\_\_/\_\_\_ & \_\_\_/\_\_\_/\_\_\_ Hearing(s) held on: \_\_\_/\_\_\_/\_\_\_ Opened on: \_\_\_/\_\_\_/\_\_\_  
Continued to: \_\_\_/\_\_\_/\_\_\_ Withdrawn: \_\_\_/\_\_\_/\_\_\_ Decision Due By: \_\_\_/\_\_\_/\_\_\_  
Made: \_\_\_/\_\_\_/\_\_\_ Filed w/Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_

2 Fairgrounds Road Nantucket Massachusetts 02554  
508 325-7587 telephone 508-228-7298 facsimile

## ADDENDUM

### **I. Introduction**

Frederick C. Tilton and Kerry E. Tilton (the “Applicant”), are the owners of 5 Kinikinnik Way, Nantucket Town and County, Commonwealth of Massachusetts, identified as Lot 6 on Plan No. 2006-90 recorded at the Nantucket Registry of Deeds on December 26, 2006 ( the “Plan,” a copy of which is attached hereto as Exhibit “A”), and is further identified as parcel 421, on Nantucket Tax Assessor’s Map 80 (the “Premises” or “Parcel”).

Kinikinnik Way is a 16-foot-wide access easement that runs over a portion of lots 3, 5, 7 and 9 on the Plan and it provides the owners of 1, 2, 3, 4, 5 and 6 Kinikinnik Way with legal access to their respective properties (see Exhibit “A”). The residents of the Abrem Quarry neighborhood, and their guests, frequently park on Kinikinnik Way and that prevents the Applicant from being able to enter or leave the Premises. The Applicant has been stuck in its home for several hours, on multiple occasions, due to vehicles and delivery trucks parked on Kinikinnik Way.

To freely access its property, the Applicant desires to modify and move the siting of its driveway, in accordance with the Driveway Relocation Plan (attached hereto as Exhibit “B”), from its existing location on the western corner of the Parcel to an area along its eastern lot line boundary. As seen on Exhibit “B”, the Parcel’s Eastern Boundary consists of 128.35 ± linear feet along Field Avenue. Moving the driveway from its existing location to the proposed location would provide the Applicant with legal access to the Premises off Field Avenue, and also provide the Applicant with a more practical way to access to its home, and prevent it from being blocked in by other vehicles parked on Kinikinnik Way.

### **II. Request for a determination that the proposed modification is an insubstantial modification to the Comprehensive Permit, and the plans approved therewith.**

Modifications to Comprehensive Permits are governed 760 CMR 56.05 (11)(a)(b), which provides in pertinent part that:

“ after a Comprehensive Permit is granted by the Board, an Applicant desires to change the details of its Project as approved by the Board or the Committee, it shall promptly notify the Board in writing, describing such change. Within 20 days the Board shall determine and notify the Applicant whether it deems the change substantial or insubstantial, with reference to the factors set forth at 760 CMR 56.07(4)”

760 CMR 56.07(4)(c) provides that the following matters generally will be *substantial changes*: (1) an increase of more than 10% in the height of the building(s); (2) an increase of more than 10% in the number of housing units proposed; (3) a reduction in the size of the site of more than 10% in excess of any decrease in the number of housing units proposed; (4) a change in building type (e.g., garden apartments, townhouses, high-rises); or (5) a change from one form of housing tenure to another.

760 CMR 56.07(4)(c) provides that the following matters generally *will not be substantial changes*: (1) a reduction in the number of housing units proposed; (2) a decrease of less than 10%

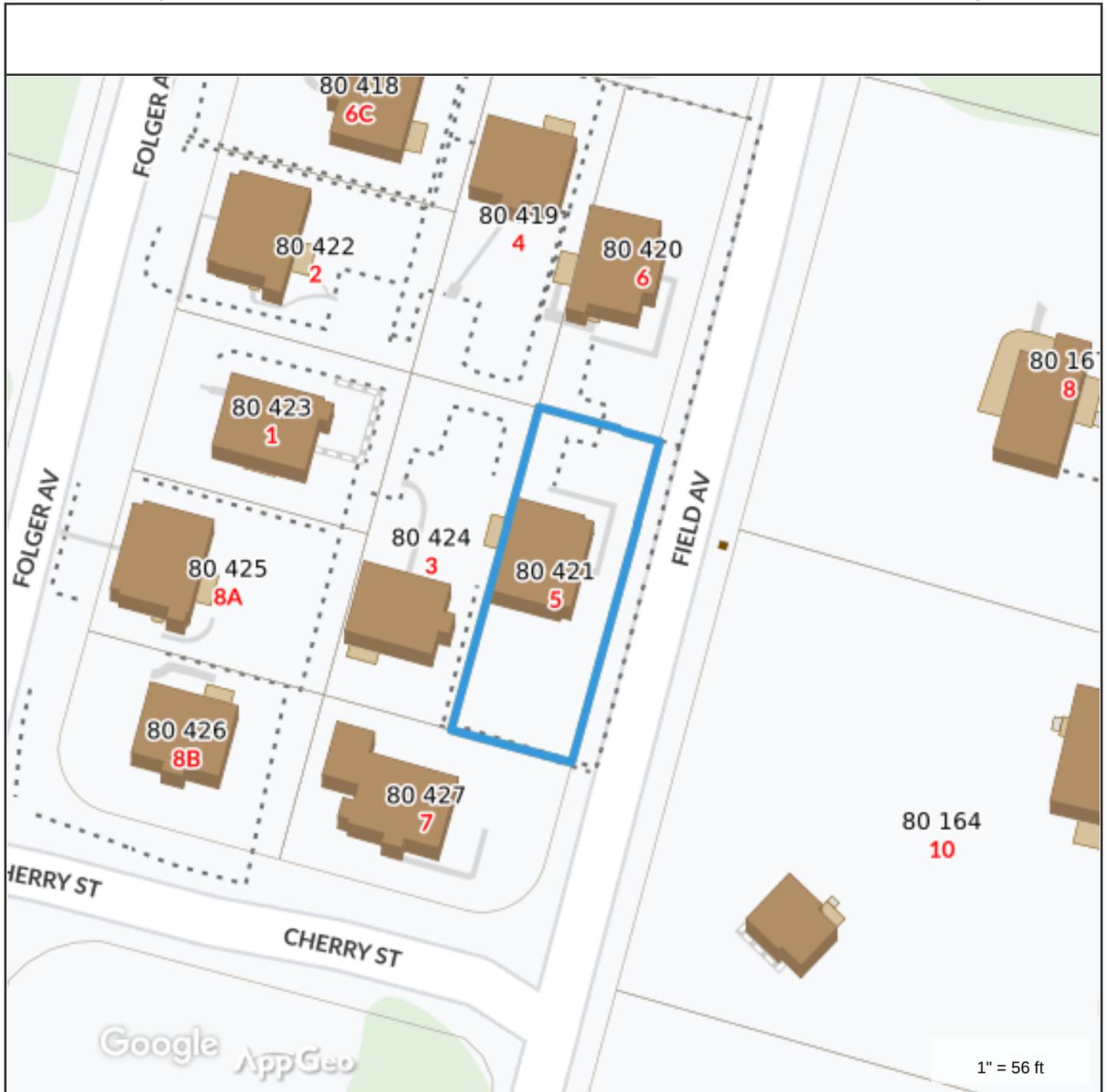
in the floor area of individual units; (3) a change in the number of bedrooms within individual units, if such changes do not alter the overall bedroom count of the proposed housing by more than 10%; (4) a change in the color or style of materials used; or (5) a change in the financing program under which the Applicant plans to receive a Subsidy, if the change affects no other aspect of the proposal.

The above-referenced factors indicate that expanding and reducing 40 (b) developments by more than 10% and changing the building type and housing tenure are considered Substantial Changes under 760 CMR 56.07(4). As further indicated above, insubstantial changes are generally defined as administrative modifications such as changing the number of bedrooms, building materials, financing programs, and changes to structures and bedroom counts that are less than 10% of the entire development.

The Applicant's request to relocate the driveway does not expand or alter the structure, building type or building tenure on Premises, and does not affect the overall bedroom count in the development. Relocating the driveway from one part of the Premises to another is an administrative change that is consistent with the insubstantial change factors listed above and specified in 760 CMR 56.07(4)(c).

The Board has previously approved driveway relocation requests within this Development. On December 4, 2007, the Zoning Board of Appeals heard and approve three (3) separate applications to relocated driveways within the Abrem Quarry 40(b) Development. Each respective Application was approved 5-0. (See Exhibit "C").

Therefore, the Applicant respectfully requests that the Board determine that it's request to relocated its driveway, in accordance with the Driveway Relocation Plan, is not a substantial change to the Abrem Quarry's 40(b) Comprehensive Permit, and further allow the Applicant to relocate it's driveway to Field Avenue.



**Property Information**

**Property ID** 80 421  
**Location** 5 KINIKINNIK WY  
**Owner** TILTON FRED & KERRY



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

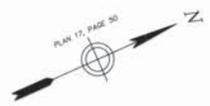
Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
Data updated 11/19/2018

# Exhibit “A”

Book 88888888  
 Bk: Pg 0 Page: 1 of 0  
 Doc: PLAN 12/29/2008 12:15 PM

NANTUCKET HISTORY  
 OF DEEDS  
 Date: 12/29/2008  
 Time: 12:15:15  
 Plan No.: 88888888  
 SHEET 1 OF 2



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



THE LOCUS IS SHOWN IN ZONE LIMITED USE GENERAL 1 (LUG1) ON THE TOWN OF NANTUCKET ZONING MAP.  
 THE LOCUS IS SUBJECT TO A COMPREHENSIVE PERMIT ISSUED BY THE NANTUCKET ZONING BOARD OF APPEALS, DATED APRIL 27, 2006.  
 AU = AFFORDABLE UNIT AS PER COMPREHENSIVE PERMIT PLAN.

NANTUCKET ZONING BOARD  
 OF APPEALS

DATE APPROVED: 10-19-2008

DATE DINED:

FILE NO.:

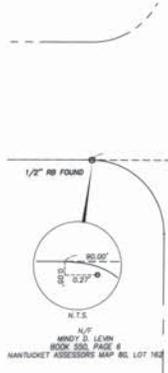
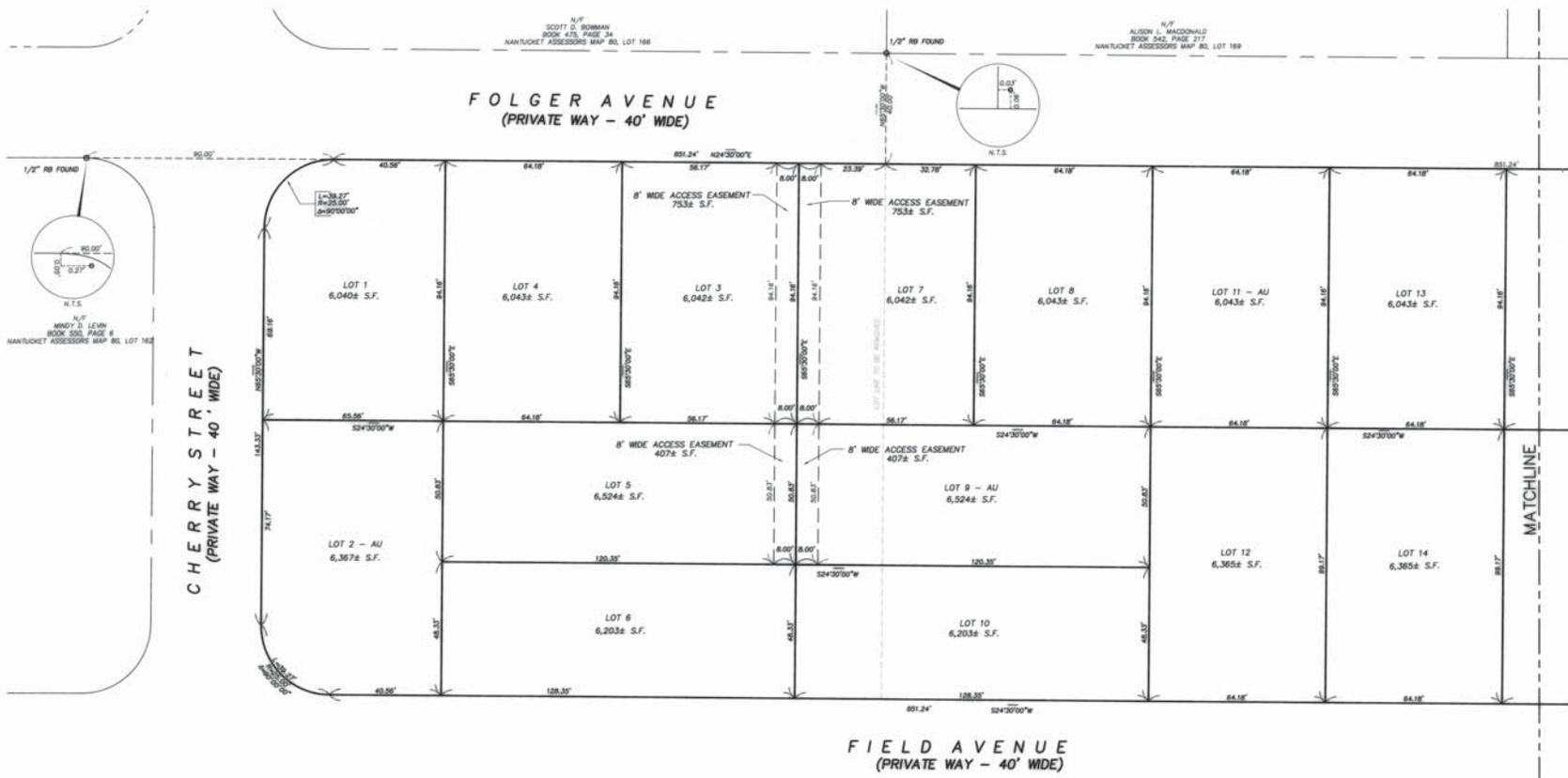
*John H. ...  
 Nancy ...  
 David ...*



REVISIONS:

No.	DATE	SUBVISION NAME	CORRECTION
1	8-28-2008		

- GENERAL NOTES:
- THIS DRAWING IS A RESULT OF AN ON-THE-GROUND FIELD SURVEY PERFORMED BY COLER & COLANTONIO, INC. ON JUNE 21, 2008.
  - PROPERTY OWNER OF RECORD: NANTUCKET HOMES FOR PEOPLE, INC.; NANTUCKET COUNTY REGISTRY OF DEEDS, BOOK 86L, PAGE 3; NANTUCKET ASSESSOR MAP 80, LOTS 165, 166, 172, 175.
  - THE LOCUS PROPERTY LIES IN FIRM ZONE 4 DESCRIBED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN". THIS INFORMATION IS DESCRIBED ON COMMUNITY PANEL NUMBER 20030 5012 0, EFFECTIVE DATE NOVEMBER 6, 1998, PREPARED BY F.E.M.A.
  - UNLESS OTHERWISE NOTED, DEED AND PLAN REFERENCES ARE TO THE NANTUCKET COUNTY REGISTRY OF DEEDS.
- PLAN REFERENCES:  
 PLAN 17 PAGE 50



MATCHLINE

**COLER & COLANTONIO, INC.**  
 ENGINEERS AND SCIENTISTS

781-882-5400 101 Accord Park Drive  
 Fax: 781-882-5490 Norwell, MA 02061-1885

TITLE:  
**SUBDIVISION PLAN OF LAND  
 ABREM QUAY**

**2-8 FOLGER AVE NANTUCKET,  
 MA**

PREPARED FOR:  
**NANTUCKET HOMES FOR  
 PEOPLE, INC.  
 10 TURNPIKE ROAD  
 SOUTHBORO, MA 01772**

DATE: SEPTEMBER 22, 2008

COMP./DESIGN:	AMC
CHECK:	E.P./SDO
DRAWN:	AMC
SCALE:	1"=20'
JOB NO.:	1-612-50
DWG NO.:	1-612LOT
SHEET:	1 OF 2



N/T  
 CHRISTINE SALLAMA  
 BOOK 87K, PAGE 286  
 NANTUCKET ASSESSORS MAP 80, LOT 181

N/T  
 NORMAN W. CHALKY  
 BOOK 161, PAGE 109  
 NANTUCKET ASSESSORS MAP 80, LOT 184

N/T  
 VERONICA L. MARTIN V.  
 AND CHARLES A. DRAGON  
 BOOK 435, PAGE 45  
 NANTUCKET ASSESSORS MAP 80, LOT 187

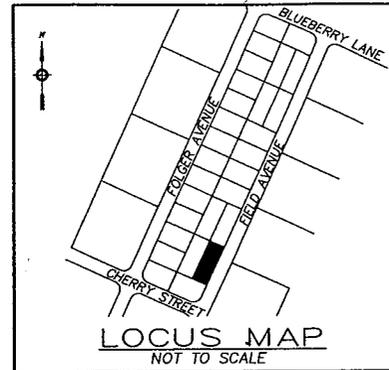
N/T  
 JONATHAN HENDRICKY  
 BOOK 88G, PAGE 126  
 NANTUCKET ASSESSORS MAP 80, LOT 170

# Exhibit “B”

**NOTES:**

1. THE PURPOSE OF THE PLAN IS TO DEPICT THE HOUSE ON LOT 6 IN RELATION TO THE PROPERTY LINES.
2. PROPERTY LINES SHOWN HEREON ARE BASED ON A PLAN ENTITLED "SUBDIVISION PLAN OF LAND ABREM QUARY, 2-8 FOLGER AVE, NANTUCKET, MA", PREPARED BY COLER & COLANTONIO INC., DATED SEPTEMBER 22, 2006, LAST REVISED SEPTEMBER 28, 2006. RECORDED IN THE NANTUCKET COUNTY REGISTRY OF DEEDS AS PLAN NO. 2006-90.
3. THE SITE DESIGN FOR THIS LOT IS SHOWN ON A PLANSET ENTITLED "ABREM QUARY DEVELOPMENT" SHEET C1-C26, PREPARED BY COLER & COLANTONIO, INC. DATED AUGUST 11, 2006 LAST REVISED DECEMBER 14, 2006.
4. THIS SITE IS SUBJECT TO A COMPREHENSIVE PERMIT ISSUED BY THE NANTUCKET ZONING BOARD OF APPEALS, DATED APRIL 27, 2001.
5. FOUNDATION INFORMATION SHOWN HEREON IS BASED ON AN ON-THE-GROUND SURVEY BY COLER & COLANTONIO INC.
6. THE BUILDING PERMIT FOR THIS LOT IS NUMBER 195-07, ISSUED ON FEBRUARY 26, 2007.

7. OWNER OF RECORD:  
NANTUCKET HOMES FOR PEOPLE INC.  
10 TURNPIKE STREET  
SOUTHBOROUGH, MA 01772  
REGISTRY OF DEEDS BOOK 663 PAGE 3  
ASSESSOR'S MAP 80, PARCEL 421.
  8. SEWER EASEMENT SHOWN HEREON IS BASED ON A PLAN ENTITLED "SEWER EASEMENT PLAN, 2-8 FOLGER AVE, NANTUCKET, MA", PREPARED BY COLER & COLANTONIO INC., DATED AUGUST 21, 2007.
- ZONING CLASSIFICATION  
DISTRICT: LUG1 (LIMITED USE GENERAL 1)
- MINIMUM LOT SIZE = (SEE NOTE 4)  
MINIMUM FRONTAGE = (SEE NOTE 4)  
FRONT YARD SETBACK = 25 FT. (SEE NOTE 4)  
REAR & SIDE LINE SETBACK = 10 FT.
- MAXIMUM GROUND COVER RATIO = 19% (SEE NOTE 4)  
EXISTING GROUND COVER RATIO = 16%



# Driveway Relocation Plan

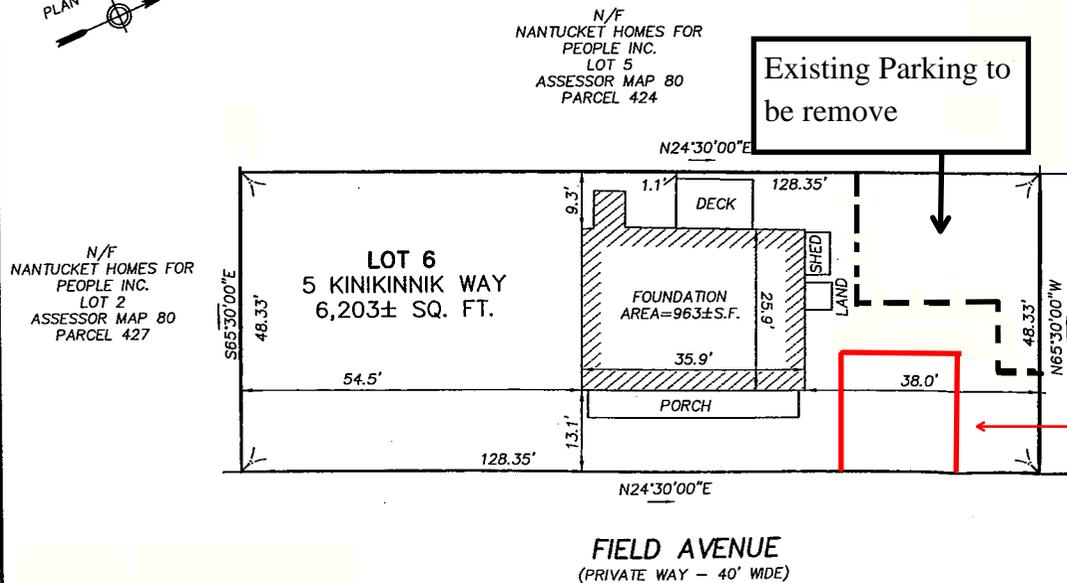
TITLE:  
**DWELLING CERTIFICATION PLAN**

**LOT 6  
(5 KINIKINNIK WAY)**

**ABREM QUARY  
NANTUCKET, MA 02554**

PREPARED FOR:  
**NANTUCKET HOMES FOR  
PEOPLE, INC.  
10 TURNPIKE ROAD  
SOUTHBOROUGH, MA 01772**

DATE: AUGUST 28, 2007	
COMP./DESIGN: RHM/UAK	
CHECK: NIL	
DRAWN: BPR/AMC	
SCALE: 1" = 20'	
JOB NO.: F:\Project\MA\Nantucket\2-8 Folger Avenue\DWG-LDD	
DWG NO.: Fnd As-Built	SHEET 1 OF 1



# Exhibit “C”



**TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554**

NANTUCKET  
TOWN CLERK

08 JAN 17 AIO:27

RECORDED

Minutes  
Friday, December 14, 2007  
1:00 PM  
2 Fairgrounds Road  
Conference Room

**Board Members in attendance:** Michael O'Mara, David Wiley, Dale Waine, Burr Tupper, Lisa Botticelli, Nancy Sevens and Edward Toole.  
**Staff:** John Brescher, Leslie Woodson Snell, Venessa Moore

- I. Call to Order:  
**Chairman Michael O'Mara called the meeting to order at 1:00 P.M.**
- II. Approval of the Minutes:  
**A motion was made to approve the Minutes (October 19, 2007 and November 1, 2007), duly seconded and voted 5-0.**
- III. Old Business

- **085-06 Reis 80 Miacomet Ave Reade**  
Action Deadline March 28, 2008; Continued to February 8, 2008.
- **030-07 Burnham 12 1/2 Sherburne Turnpike Reade**  
Action Deadline March 28, 2008; Continued to February 8, 2008.
- **087-07 Barrett 21 Somerset Road Cohen**  
Action Deadline April 10, 2008; Continued to January 11, 2008.
- **098-07 DAW Nominee Trust 16 Baxter Road Reade**  
Action Deadline February 15, 2008; Continued to January 11, 2008.
- **054-07 Nantucket Hunt. Assoc. Madequesham Valley Road Zieff**  
Action Deadline February 29, 2008.

**Attorney Allison Zieff explained to the board that the primary concern of the Hunting Association was safety. Therefore, the applicants have been attempting to minimize the inherently dangerous nature of the activity. Stephen Holdgate, president of the Hunting Association, contended that shooting was a lifestyle and that the range would be for the good of the community.**

**Attorney Speischer represented the concerned citizens of Wigwam Road and argued that a shooting range is not considered a "recreational purpose" under the Zoning Bylaw. The contentious issue for the residents of Wigwam Road is the level of noise coming from the**

2 Fairgrounds Road Nantucket Massachusetts 02554  
508-228-7215 telephone 508-228-7298 facsimile

gunshots. Attorney Speischer suggested more information be given to the board regarding the sound of gunfire and the plans associated with the structure.

There were comments both in favor and against the Hunting Association from the audience. Some members believed that a Hunting Association would have a positive impact on the neighborhood. Others considered the noise of gunshots to be a nuisance.

Dave Wiley requested additional information including a sound recording, DEP report, site plans, and proposed a site visit.

A motion was made to continue (Waine) and duly seconded to continue the application to the January 11, 2008 meeting.

#### IV. New Business

- **104-07 Eldridge 44 Sankaty Ave Glidden**  
Action Deadline March 8, 2008.

Attorney Richard Glidden argued that a variance would be appropriate, even though it would be a division of an already undersized lot. The Board was not persuaded and considered it a dangerous precedent to divide an undersized lot.

A motion was made (Waine) and duly seconded to approve the application and voted 1-4 in favor (Severens, O'Mara, Tupper, and Toole opposed).

- **105-07 Marttila and Russell 48 Meadow View Drive Weinman**  
Action Deadline March 13, 2008.

Attorney Rhoda Weinman explained to the Board that the deck had previously been constructed no closer than nine (9) feet into the setback. The applicants are not encroaching further into the setback or are seeking any renovations – they are only looking to validate the pre-existing nonconformity.

A motion was made (Waine) and duly seconded to approve the application and voted 5-0 in favor.

- **Modification of Driveways in Abrem Quarry**
  - **McInerney – Lot 22, Sasemin Way:** The applicant did not appear before the board but requested, via application, to add an additional driveway space in her yard. The board thought that adding a third parking space, when there were already two existing spaces, would create a dangerous precedent and result in the lack of green space in the subdivision. Therefore, a motion was made (Tupper) and duly seconded and voted 0-5 to approve the modification.
  - **Towne – 5B, Field Avenue:** The applicant sought to reposition his driveway from having two stacked spaces to having two side by side along Field Avenue. A motion was made (Tupper) and duly seconded to approve the modification and voted 5-0 in favor.
  - **Pittman – 4 Sasemin Way:** The applicant sought to reposition his driveway from having two stacked spaces to having two side by side along Sasemin Way. A motion was made (Waine) and duly seconded to approve the modification and voted 5-0 in favor.
  - **MacDonald – 1 Kinikinnik Way:** The applicant sought to relocate their stacked driveway to the other side of their home where the entryway door is located. Burr Tupper suggested the applicants use the same materials when relocating the driveway. A motion was made (Tupper) and duly seconded to approve the modification and voted 5-0 in favor.

2 Fairgrounds Road Nantucket Massachusetts 02554  
508-228-7215 telephone 508-228-7298 facsimile

V. Other Business

▪ **Discussion of Old Minutes:**

Staff informed the board that there have not been minutes submitted to the Town Clerk since the 1970's and that rather than attempting to reconstruct minutes of historic meetings, Staff is proposing to file with the Town Clerk any minutes that are on file in the office. These minutes will be considered "drafts" and will be filed with the Town Clerk as such. A motion was made (Waine) and duly seconded to approve the filing of draft minutes and voted 5-0 in favor.

VII. Adjournment:

**A motion was made (O'Mara) and duly seconded to adjourn the meeting at 5:30 P.M.**

2 Fairgrounds Road      Nantucket      Massachusetts      02554  
508-228-7215 telephone      508-228-7298 facsimile

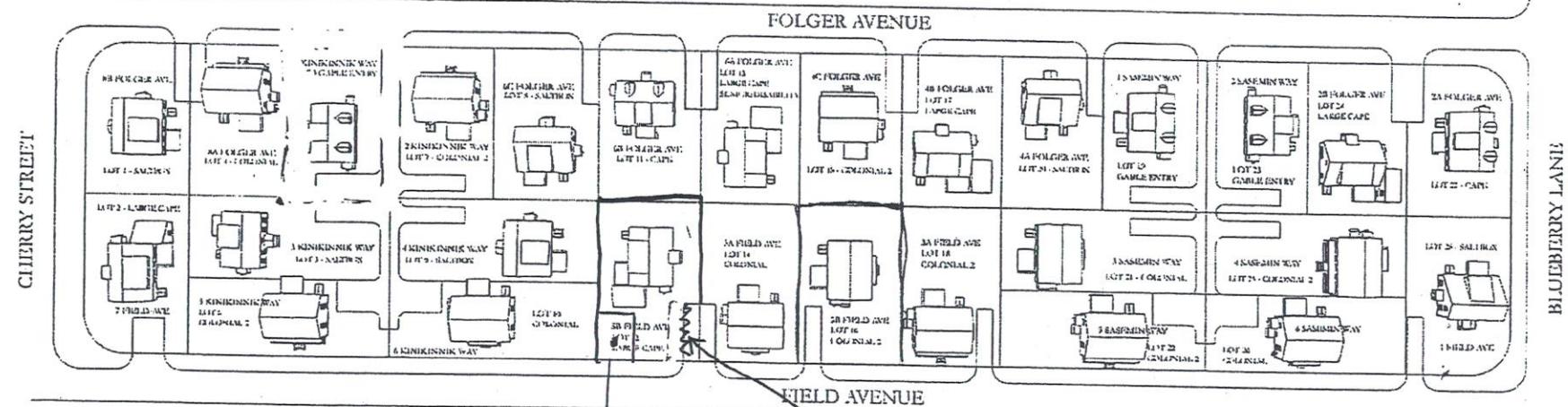
option 2

PARKING FOR 5 B FIELD AVE

TO WHOM IT MAY CONCERN ; WHAT WE ARE TRYING TO ACCOMPLISH ,IS TRY TO RESOLVE ANY PARKING SITUATIONS FROM HAVING NO ADDITIONAL PARKING ON STREET OR OTHER FOR GUESTS OR FAMILY . AS OF RIGHT NOW WE HAVE 2 SPACE FRONT TO BACK PARKING ,AND IT IS A SHARED SIDE BY SIDE 2 SPACE WITH THE NIEGHBOR . THE PROBLEM WITH THAT IS THE OBVIOUS CONSTANT MOVING AND HAVING TO PLAN AHEAD. AND YOU NEVER KNOW IF THERE MAYBE SOMEONE VISITING , WHICH THEN FORCES YOU TO PARK ON STREET OR DRIVE AROUND AND COME BACK. SO WHAT WE WOULD LIKE TO DO IS ONE OF THREE OPTIONS. 1 BEING THE CHEAPIST AND EASIEST,ADD A ROW OF 10 FT. WIDE AND THE LENGTH OF THE EXSISTING SPACE. GIVING US TWO MORE SPACES FOR SIDE BY SIDE AND GUEST PARKING. 2<sup>ND</sup> OPTION WOULD BE TO MOVE OVER TO THE OTHER SIDE OF THE FRONT AND GO SIDE BY SIDE TWO DEEP . 3<sup>RD</sup> CHOICE WOULD BE TO ADD JUST ONE MORE ROW ON OTHER SIDE OF YARD AND KEEP THE EXISTING SPOT TO GIVE US TWO SPOTS .

option 2

### NANTUCKET HOMES FOR PEOPLE INC STREET & NUMBER ASSIGNMENTS



Move over to this side  
2 space 2 Deep.

Reseed And Add Privet  
to old space



*Abram Quarry*

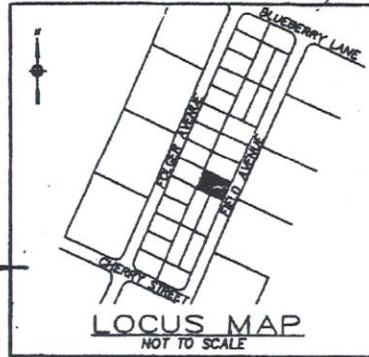
A community at the heart of Nantucket

ZONING CLASSIFICATION  
DISTRICT: LUG1 (LIMITED USE GENERAL 1)

MINIMUM LOT SIZE = (SEE NOTE 4)  
MINIMUM FRONTAGE = (SEE NOTE 4)  
FRONT YARD SETBACK = 25 FT. (SEE NOTE 4)  
REAR & SIDE LINE SETBACK = 10 FT.

MAXIMUM GROUND COVER RATIO = 19% (SEE NOTE 4)  
EXISTING GROUND COVER RATIO = 20%

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE FOUNDATION FOR LOT 12 HAS BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE SITE DESIGN REFERENCED IN GENERAL NOTE 3 ON THIS PLAN. LOCATIONS SHOWN ON THIS PLAN ARE THE RESULTS OF AN ON-THE-GROUND SURVEY.



**COLER & COLANTONIO INC**

ENGINEERS AND SCIENTISTS

781-982-5400  
Fax 781-982-5490

101 Accord Park Drive  
Norwalk, MA 02061-1885

TITLE:

**DWELLING CERTIFICATION PLAN**

**LOT 12  
(5B FIELD AVENUE)**

**ABREM QUARY  
NANTUCKET, MA 02554**

PREPARED FOR:

**NANTUCKET HOMES FOR  
PEOPLE, INC.  
10 TURNPIKE ROAD  
SOUTHBOROUGH, MA 01772**

DATE: AUGUST 28, 2007

COMP./DESIGN: RHM/UAK

CHECK: NIL

DRAWN: BPR/AMC

SCALE: 1" = 20'

JOB NO.: F:\Project\MA\Nantucket\2-8 Folger Avenue\DWG-LDC

DWG NO.: Fnd As-Builts SHEET 1 OF 1

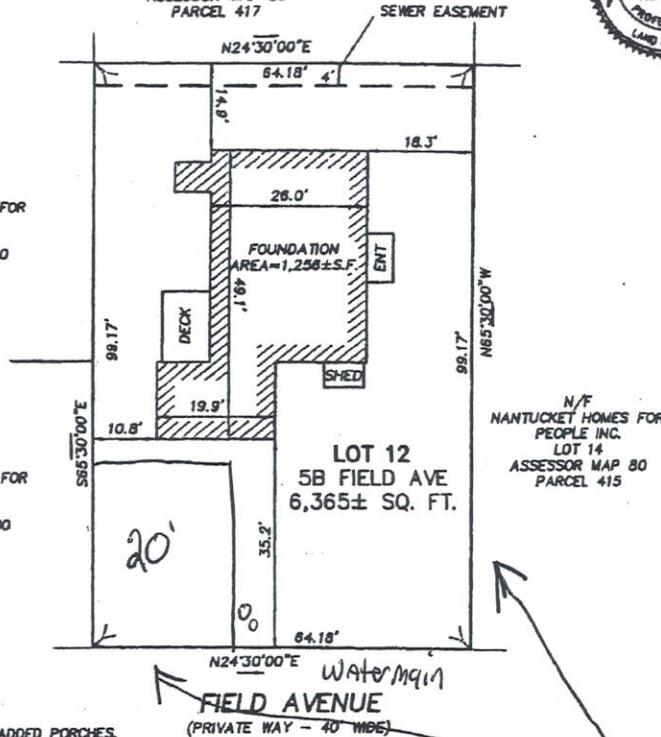


PLAN 17, PAGE 50

N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 11  
ASSESSOR MAP 80  
PARCEL 417

N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 9  
ASSESSOR MAP 80  
PARCEL 419

N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 10  
ASSESSOR MAP 80  
PARCEL 420



SIGNED: \_\_\_\_\_  
DATE: 8-21-07

NOTES:

1. THE PURPOSE OF THE PLAN IS TO DEPICT THE HOUSE ON LOT 12 IN RELATION TO THE PROPERTY LINES.
2. PROPERTY LINES SHOWN HEREON ARE BASED ON A PLAN ENTITLED "SUBDIVISION PLAN OF LAND ABREM QUARY, 2-8 FOLGER AVE, NANTUCKET, MA", PREPARED BY COLER & COLANTONIO INC., DATED SEPTEMBER 22, 2006, LAST REVISED SEPTEMBER 28, 2006. RECORDED IN THE NANTUCKET COUNTY REGISTRY OF DEEDS AS PLAN NO. 2006-90.
3. THE SITE DESIGN FOR THIS LOT IS SHOWN ON A PLANSET ENTITLED "ABREM QUARY DEVELOPMENT" SHEET C1-C26, PREPARED BY COLER & COLANTONIO, INC. DATED AUGUST 11, 2006 LAST REVISED DECEMBER 14, 2006.
4. THIS SITE IS SUBJECT TO A COMPREHENSIVE PERMIT ISSUED BY THE NANTUCKET ZONING BOARD OF APPEALS, DATED APRIL 27, 2001.
5. FOUNDATION INFORMATION SHOWN HEREON IS BASED ON AN ON-THE-GROUND SURVEY BY COLER & COLANTONIO INC.
6. THE BUILDING PERMIT FOR THIS LOT IS NUMBER 119-07, ISSUED ON JANUARY 31, 2007.
7. OWNER OF RECORD:  
NANTUCKET HOMES FOR PEOPLE INC.  
10 TURNPIKE STREET  
SOUTHBOROUGH, MA 01772  
REGISTRY OF DEEDS BOOK 863 PAGE 3  
ASSESSOR'S MAP 80, PARCEL 418.
8. SEWER EASEMENT SHOWN HEREON IS BASED ON A PLAN ENTITLED "SEWER EASEMENT PLAN, 2-8 FOLGER AVE, NANTUCKET, MA", PREPARED BY COLER & COLANTONIO INC., DATED AUGUST 21, 2007.

REVISED 08-31-2007: ADDED PORCHES, DECKS, SHEDS, ENTRANCES AND LANDINGS. REVISED ASSESSOR PARCEL NUMBERS.

Move over to this side  
Reseed and Add Prinet  
to existing Space

**MATERIALS**

**PROVIDED**

**BY STAFF**

**NOTES:**

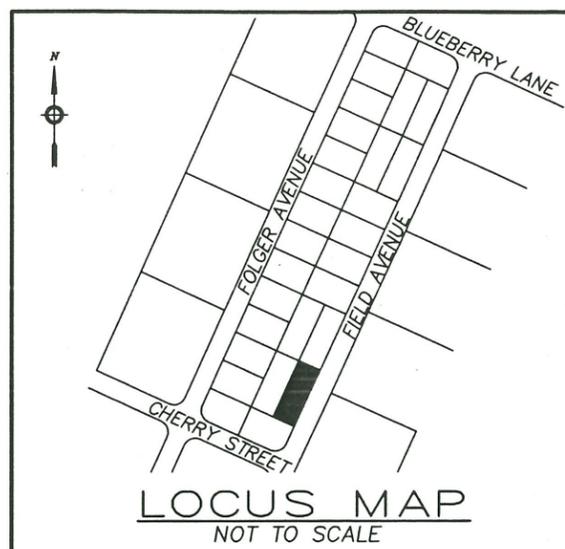
1. THE PURPOSE OF THE PLAN IS TO DEPICT THE HOUSE ON LOT 6 IN RELATION TO THE PROPERTY LINES.
2. PROPERTY LINES SHOWN HEREON ARE BASED ON A PLAN ENTITLED "SUBDIVISION PLAN OF LAND ABREM QUARY, 2-8 FOLGER AVE, NANTUCKET, MA", PREPARED BY COLER & COLANTONIO INC., DATED SEPTEMBER 22, 2006, LAST REVISED SEPTEMBER 28, 2006. RECORDED IN THE NANTUCKET COUNTY REGISTRY OF DEEDS AS PLAN NO. 2006-90.
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5. FOUNDATION INFORMATION SHOWN HEREON IS BASED ON AN ON-THE-GROUND SURVEY BY COLER & COLANTONIO INC.
6. THE BUILDING PERMIT FOR THIS LOT IS NUMBER 195-07, ISSUED ON FEBRUARY 26, 2007.

7. OWNER OF RECORD:  
NANTUCKET HOMES FOR PEOPLE INC.  
10 TURNPIKE STREET  
SOUTHBOROUGH, MA 01772  
REGISTRY OF DEEDS BOOK 663 PAGE 3  
  
ASSESSOR'S MAP 80, PARCEL 421.
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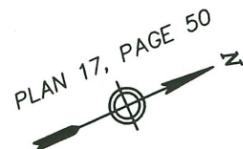
ZONING CLASSIFICATION  
DISTRICT: LUG1 (LIMITED USE GENERAL 1)

MINIMUM LOT SIZE = (SEE NOTE 4)  
MINIMUM FRONTAGE = (SEE NOTE 4)  
FRONT YARD SETBACK = 25 FT. (SEE NOTE 4)  
REAR & SIDE LINE SETBACK = 10 FT.

MAXIMUM GROUND COVER RATIO = 19% (SEE NOTE 4)  
EXISTING GROUND COVER RATIO = 16%

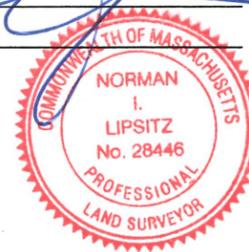


I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE FOUNDATION FOR LOT 6 HAS BEEN CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH THE SITE DESIGN REFERENCED IN GENERAL NOTE 3 ON THIS PLAN. LOCATIONS SHOWN ON THIS PLAN ARE THE RESULTS OF AN ON-THE-GROUND SURVEY.



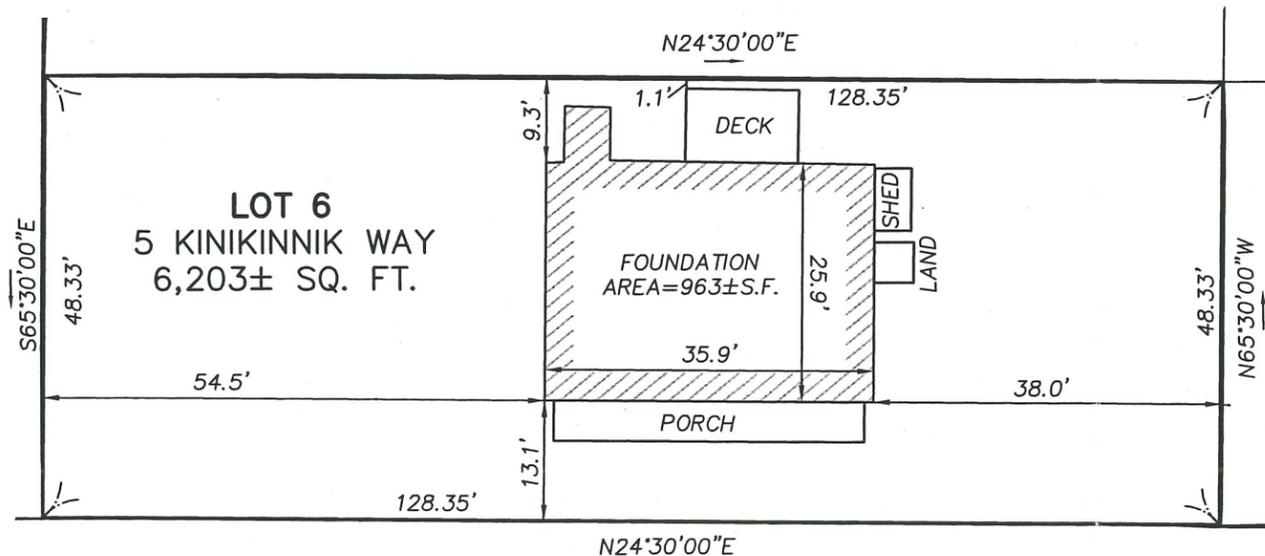
N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 5  
ASSESSOR MAP 80  
PARCEL 424

SIGNED:   
DATE: 8-31-07



N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 10  
ASSESSOR MAP 80  
PARCEL 420

N/F  
NANTUCKET HOMES FOR  
PEOPLE INC.  
LOT 2  
ASSESSOR MAP 80  
PARCEL 427



**FIELD AVENUE**  
(PRIVATE WAY - 40' WIDE)

REVISED 08-31-2007: ADDED PORCHES,  
DECKS, SHEDS, ENTRANCES AND LANDINGS.  
REVISED ASSESSOR PARCEL NUMBERS.

**COLER & COLANTONIO INC**  
ENGINEERS AND SCIENTISTS

781-982-5400  
Fax: 781-982-5490

101 Accord Park Drive  
Norwell, MA 02061-1685

TITLE:

**DWELLING CERTIFICATION PLAN**

**LOT 6**  
**(5 KINIKINNIK WAY)**

**ABREM QUARY**  
**NANTUCKET, MA 02554**

PREPARED FOR:

**NANTUCKET HOMES FOR  
PEOPLE, INC.**  
**10 TURNPIKE ROAD**  
**SOUTHBOROUGH, MA 01772**

DATE: AUGUST 28, 2007

COMP./DESIGN: RHM/UAK

CHECK: NIL

DRAWN: BPR/AMC

SCALE: 1" = 20'

JOB NO.: F:\Project\MA\Nantucket\2-8 Folger Avenue\DWG-LDD

DWG NO.: Fnd As-Builts SHEET 1 OF 1





2007 00003428

Bk: 1105 Pg: 203 Page: 1 of 4  
Doc: DD 09/28/2007 02:27 PM

**QUITCLAIM DEED**

NANTUCKET HOMES FOR PEOPLE, INC., a Massachusetts nonprofit corporation having its principal office at 10 Turnpike Road, Southborough, Worcester County, Massachusetts ("Grantor"), for consideration paid in the amount of \$572,400.00, hereby grants to Frederick C. Tilton, Jr. and Kerry E. Tilton of 3 Greglen, No. 133, Nantucket, MA 02554, as joint tenants with right of survivorship, ("Grantees") with QUITCLAIM COVENANTS,

the land and buildings thereon, in Nantucket, Nantucket County, shown as Lot 6 on a plan of land entitled "Subdivision Plan of Land Abrem Quarry Folger Ave Nantucket MA," dated September 28, 2006, prepared by Coler & Colantonio, Engineers and Scientists, Inc., 101 Accord Park, Norwell, MA 02061," which plan is duly recorded in the Nantucket Registry of Deeds as Plan No. 2006-90 (hereinafter, the "Property").

**PROPERTY ADDRESS: 5 Kinikinnik Way, Nantucket, Massachusetts.**

The Grantor hereby expressly grants a perpetual right and easement in common with others to use the roadways shown on said plan for all purposes for which roadways are commonly used in the Town and County of Nantucket.

1. The Property is conveyed subject to the following matters:
  - (a) A Comprehensive Permit granted by the Nantucket Zoning Board of Appeals, dated April 27, 2001, as modified pursuant to a Letter of Intent, dated July 26, 2002, recorded with the Nantucket Registry of Deeds in Book 1057, Page 266;
  - (b) Declaration of Trust of the Abrem Quarry Owners Association Trust, dated September 26, 2007, recorded with the Nantucket Registry of Deeds in Book 1105 Page 3, including but not limited to the right of said Owners Association Trust to impose maintenance fees and to promulgate and enforce rules and regulations.
  - (c) Declaration of Protective Covenants, dated September 26, 2007, recorded with the Nantucket Registry of Deeds in Book 1105 Page 28.
  - (d) Regulatory Agreement, dated December 1, 2006, recorded with the Nantucket Registry of Deeds in Book 1064, Page 105.
  - (e) Provisions of an Easement to the New England Telephone & Telegraph Company, dated June 14, 1971, recorded with the Nantucket Registry of Deeds in Book 136, Page 150.

- (f) Easement to Verizon New England, Inc., dated December 5, 2006, recorded with the Nantucket Registry of Deeds in Book 1054, Page 45.
- (g) Easement to Nantucket Electric Company, dated June 11, 2007, recorded with the Nantucket Registry of Deeds in Book 1089, Page 339.
- (h) Easement to Nantucket Electric Company, dated June 11, 2007, recorded with the Nantucket Registry of Deeds in Book 1090, Page 1.
- (i) Easements, restrictions and agreements of record, if any, insofar as the same may be in force and applicable.
- (j) Subject to, and with the benefit of a sewer easement running over the Property as shown on a plan entitled "Sewer Easement Plan, 2-8 Folger Ave., Nantucket, MA" dated August 21, 2007, prepared by Coler & Colantonio, Engineers and Scientists, Inc., 101 Accord Park, Norwell, MA 02061," which plan is duly recorded in the Nantucket Registry of Deeds as Plan No. 2007-61.
- (k) Subject to and with the benefit of the 8' wide access easements over and upon the Property and over and upon the lots adjoining the Property, all as shown on the Plan recorded with the Nantucket Registry of Deeds as Plan No. 2006-90.

2. The Grantor reserves, and the Grantees expressly agree herein to grant to Grantor, the exclusive right to re-purchase the Property within thirty (30) months from the date hereof, under the following terms:

- (i.) If the Grantee desires to sell the premises within such thirty (30) month period, Grantee shall notify Grantor in writing. Grantor shall notify Grantee within seven (7) days from receipt of such notice whether or not it intends to re-purchase the unit.
- (ii.) If Grantor so notifies Grantee that it intends to re-purchase the premises, such notice shall also include notice of a closing date, place and time which will be no later than sixty (60) days after the date Grantor sends such notice.
- (iii.) The price that Grantor shall pay for such re-purchase shall be calculated as follows: The consideration recited herein, plus the amount per year (pro rated for less than a complete year) equal to the annual cost of living increase for the Boston metropolitan area as calculated by the United States Department of Labor for the period of time from the closing date hereunder, as extended, to the closing date of the re-purchase.

- (iv.) If the Grantor notifies Grantee that it does not intend to re-purchase the premises, then Grantee may sell the premises free of this option. Recording at the Nantucket Registry of Deeds by Grantee of such written notice from Grantor declining to re-purchase the premises, accompanied by an Attorney's Affidavit pursuant to M.G.L. c.183, s.5B shall be conclusive evidence that this option is no longer in effect and has been released.
- (v.) If Grantor fails to respond to Grantee notice described above within the aforesaid seven (7) day period, or if Grantor fails to re-purchase the premises within the time period stated above, then the Grantee may record at the Nantucket Registry of Deeds an Attorney's Affidavit pursuant to M.G.L. c.183, s.5B, describing the foregoing, accompanied by a copy of the notice from Grantee to Grantor and a copy of the certified mail return receipt showing delivery to Grantor or showing that Grantor failed to pick up the notice or that delivery could not be made. The recording of such Affidavit shall be conclusive evidence that this option is no longer in effect and has been released.
- (vi.) Any notice to be given hereunder shall be in writing and signed by Grantee or their attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, all charges prepaid, addressed:

GRANTOR:  
 Nantucket Homes for People, Inc.  
 10 Turnpike Road  
 Southborough, MA 01772

With a copy to:  
 Peter L. Freeman, Esquire  
 Freeman Davis & Stearns LLC  
 1597 Falmouth Road, Suite 3  
 Centerville, MA 02632

The Grantor also hereby reserves the right to grant a sewer easement over, through and upon the Property to present and future owners of the other Lots shown on the aforesaid plan recorded with Nantucket Registry of Deeds as Plan No. 2006-90 and to the Town of Nantucket, as said easement is identified on plan entitled "Sewer Easement Plan 2-8 Folger Ave., Nantucket, MA," dated August 21, 2007, prepared by Coler & Colantonio, Engineers and Scientists, Inc., 101 Accord Park, Norwell, MA 02061," which plan is duly recorded in the Nantucket Registry of Deeds as Plan No. 2007-61.

For Grantor's title see deed, dated June 8, 2000, and recorded with the Nantucket Registry of Deeds in Book 663, Page 3.

The within conveyance does not constitute all, or substantially all, of the assets of the corporation, Nantucket Homes for People, Inc.

Executed and sealed on this 26 day of September 2007.

GRANTEE(S)

GRANTOR

Nantucket Homes for People, Inc  
By its President and Treasurer

\_\_\_\_\_  
Fred C. Tilton

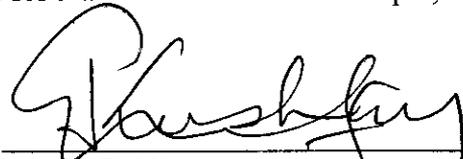
  
\_\_\_\_\_  
Clifford J. Schorer, III

\_\_\_\_\_  
Kerry E. Tilton

**COMMONWEALTH OF MASSACHUSETTS**

Nantucket, ss.

On this 26 day of September, 2007, before me, the undersigned notary public, personally appeared Clifford J. Schorer, III and proved to me through satisfactory evidence of identification, which was a valid Massachusetts Drivers License, that he was the person whose name is signed to the preceding document, and acknowledged to me that he signed voluntarily as President and Treasurer for Nantucket Homes for People, Inc. for its stated purpose.

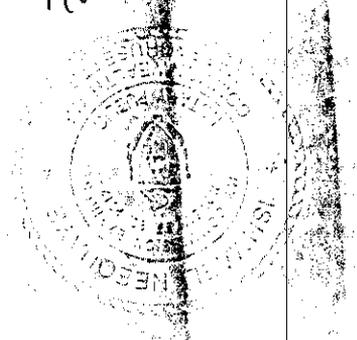


Notary Public:

My Commission Expires: Nov. 20, 2012

MASSACHUSETTS EXCISE TAX  
Nantucket County ROD #16 001  
Date: 09/28/2007 02:27 PM  
Ctrl# 458256 17796 Doc# 00003428  
Fee: \$2,610.60 Cons: \$572,400.00

*KAC*



NANTUCKET LAND BANK CERTIFICATE	
<input checked="" type="checkbox"/> Paid \$	<u>3,448.00</u>
<input type="checkbox"/> Exempt	<u>NA</u>
<input type="checkbox"/> Non-applicable	
No. <u>28465</u>	Date <u>9/28/07</u>
Authorization	<u>[Signature]</u>

REGISTERED PROFESSIONAL REGISTERED OF DEEDS

RECEIVED

DEUTSCH WILLIAMS BROOKS  
DERENSIS & HOLLAND P. SEP 16 AM 120  
ATTORNEYS AT LAW  
99 SUMMER STREET  
BOSTON, MASSACHUSETTS 02110-1100  
(617) 951-2300  
FAX (617) 951-2323  
NANTUCKET  
TOWN CLERK

Kimberly M. Saillant, Esq.  
ksaillant@dwboston.com

September 12, 2002

**VIA FEDERAL EXPRESS**

Nancy Sevens, Chairwoman  
Zoning Board of Appeals  
22 Vesper Lane  
Nantucket, MA 02554



Bk: 1057 Pg: 266 Page: 1 of 47  
Doc: NOTIC 12/26/2006 12:15 PI

Re: *Nantucket Homes for People*  
v. *Nantucket Zoning Board of Appeals*  
*Housing Appeals Committee Docket No. 01-06*

Re: *Norman W. Chaleki and Robert Scheide*  
v. *Michael O'Mara, William P. Hourihan, D. Neil Parent, and Edward S. Sanford as the duly appointed members of the Town of Nantucket Zoning Board of Appeals and Nantucket Homes for People, Inc., as Applicant and Developer*  
*Nantucket Superior Court Civil Action No. 01-22*

Dear Chairwoman Sevens:

Enclosed please find the following documents with regard to the above entitled matter:

1. Original Letter of Intent;
2. Comprehensive Permit Decision; and
3. Certification.

Please sign the Certification where indicated and file these documents with the Town Clerk's Office as soon as possible.

If you have any questions whatsoever, please feel free to contact me.

Very truly yours,

Joyce R. House, Secretary to  
Kimberly M. Saillant, Esq.

RECEIVED  
02 SEP 16 AM 120  
NANTUCKET  
TOWN CLERK

Enclosures  
cc: Libby Gibson Town & County Administrator  
Paul R. DeRensis, Esq.  
ODMA\GRPWISE\DW Boston.Lib1:108426.1 (0289.93)  
ATTEST A TRUE COPY  
  
NANTUCKET TOWN CLERK

**Peter L. Freeman, P.C.**  
Attorney-at-Law  
86 Willow Street  
Yarmouthport, Massachusetts 02675

RECEIVED

'02 SEP 16 AM 10:20

(508) 362-4700  
FAX (508) 362-8281

NANTUCKET  
TOWN CLERK

**LETTER OF INTENT**

Kimberly M. Saillant, Esquire  
Deutsch Williams Brooks DeRensis  
Holland & Drachman, P.C.  
99 Summer Street  
Boston, Massachusetts 02110

July 26, 2002

Joseph M. Guay, Esquire  
108 Surfside Road  
P.O. Box 1294  
Nantucket, Massachusetts 02554-1294

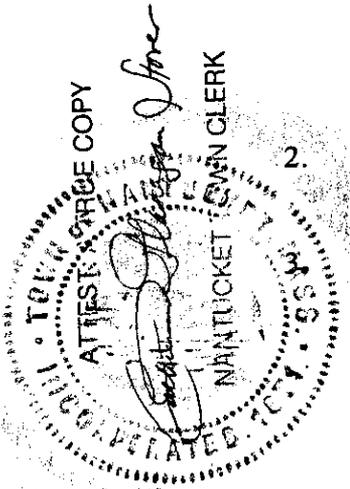
**RE: Nantucket Homes for People, Inc. v. Nantucket Board of Appeals  
Housing Appeals Committee No. 01-06**

**Norman Chaleki and Robert Scheide v. Nantucket Board of Appeals, et al  
Nantucket Superior Court Civil Docket No. 01-22**

Dear Ms. Saillant and Mr. Guay:

This letter is intended to set forth the terms of the settlement of the above-referenced litigation to which my client, Nantucket Homes for People, Inc., ("Homes") has agreed in regard to the Comprehensive Permit issued by the Nantucket Zoning Board of Appeals ("Board"), Decision No. 066-00, dated April 27, 2001, for the Compass Rose Development. The terms of the settlement are as follows:

1. Homes agrees that the Comprehensive Permit issued by the Board shall be revised to provide that the maximum residential housing units to be built under the Comprehensive Permit shall be reduced from thirty-six (36) units to twenty-eight (28) units.
  2. Of the twenty-eight (28) units, 25% (7 units) shall be "affordable" units under the New England Fund program.
- Condition No. 27 of the Comprehensive Permit, relating to the clean-up of the junk-yard at 20-24 South Shore Road, shall be deleted.



Letter of Intent  
July 26, 2002  
Page Two

4. The reason for the deletion of Condition No. 27 of the Comprehensive Permit is as follows: The reduction of the number of units in the project to 28 results in a reduction in the potential income on the project of at least \$400,000.00. This income was intended to be used for the clean-up of the junk-yard, in preparation for Phase Two of the Compass Rose Development project. Homes will now be forced to shift the cost of the clean-up to said Phase Two, rather than doing it and paying for it as part of Phase One and Homes agrees to and shall fulfill its obligations of the terms under Condition No. 27 during Phase Two of the project.
5. It is not Homes' intent to avoid the aforesaid clean-up, which is necessitated by Phase Two, but rather, simply to shift the timing of the clean-up, as provided in Paragraph 4, above.
6. Condition No. 2 of the Comprehensive Permit, relating to the identification of an independent monitoring agent, shall be revised to add a provision for the identification of a secondary monitoring agent, namely, the Nantucket Housing Authority; provided, however, Homes will not be responsible for any additional costs for Nantucket Housing Authority acting as a secondary monitoring agent.
7. Condition No. 7(1.) of the Comprehensive Permit reads as follows: "No unregistered, uninsured, or inoperable vehicles and no trailers, boats, recreational vehicles or campers shall be allowed on the site overnight". This Condition shall be revised to add a restriction prohibiting (i) parking, overnight, of automobiles, trucks, motorcycles, mopeds and all other motorized vehicles on the private roads Folger Avenue, Field Avenue, Cherry Street and Blueberry Lane and prohibiting (ii) parking, at any time, of boats and trailers on the private roads, namely, Folger Avenue, Field Avenue, Cherry Street and Blueberry Lane.
8. Under III, THE PUBLIC HEARING, B. Project Description (1.) Physical Characteristics of the Comprehensive Permit, the Board specified the percentage of single family homes and duplex buildings to be constructed in the Compass Rose Development based on thirty-six (36) housing units. The number of residential housing units is, by agreement, being revised and reduced to twenty-eight (28) residential housing units. Homes agrees and acknowledges that the Compass Rose Development project shall be comprised of twenty-eight (28) single family residential housing units constructed on lots approximately 5,500 to 5,700 sq. ft., of which twenty-seven (27) housing units will be three (3) bedroom units and one (1) housing unit will be a two (2) bedroom unit for a senior or disabled owner/occupant. As stated in Paragraph 2 above, seven (7) of the twenty-eight (28) housing units will be "affordable" units under the New England Fund program.

Letter of Intent  
July 26, 200  
Page Three

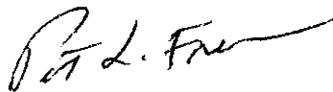
- 9. This settlement must be global, that is, it must be agreed to by the Board and by the Plaintiffs in the above-referenced Superior Court case, who must agree to withdraw their appeal, with prejudice. Similarly, Homes will withdraw its appeal before the Housing Appeals Committee, with prejudice
- 10. This agreement, by execution hereof, shall be memorialized in writing by Homes, the Board and the aforesaid Plaintiffs.
- 11. This agreement, when executed, shall be non-appealable by all interested parties and all parties to the above referenced litigation hereby waive all rights of appeal of the Comprehensive Permit issued by the Board, Decision No. 066-00, as amended hereby; provided, however, all parties expressly reserve their rights of enforcement of the Comprehensive Permit issued by the Board, as amended hereby. All interested parties shall mean and include Homes, the Board, Norman W. Chaleki, Robert Scheide, and all persons who have contributed financial support for Messrs. Chaleki and Scheide in the pending Nantucket Superior Court case referenced above.

The terms expressed herein are for the purposes of settling the above-referenced litigation, and shall not be construed or used as an admission or waiver of any of my client's rights, which rights are expressly reserved. Provided, however, the settlement terms under this agreement shall be binding and enforceable against my client, Homes, if such settlement terms are agreed to and accepted by the Board and Plaintiffs, Norman W. Chaleki and Robert Scheide by execution hereof.

If your clients are in agreement with the terms of this Letter of Intent, please sign a copy of this letter where indicated and return to me by facsimile and regular mail, as soon as possible.

Thank you.

Very truly yours,



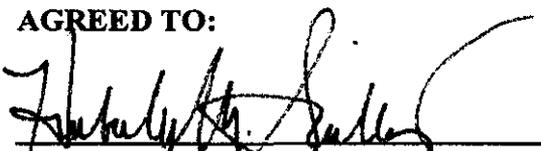
Peter L. Freeman, Attorney for  
Nantucket Homes for People, Inc.

NANTUCKET  
TOWN CLERK

02 SEP 16 AM 1:20

RECEIVED

AGREED TO:

  
\_\_\_\_\_  
Kimberly M. Sallant, Attorney for  
Nantucket Zoning Board of Appeals

  
\_\_\_\_\_  
Joseph M. Guay, Attorney for  
Norman Chaleki and Robert Scheide

CERTIFICATION

I, Nancy Sevens, as the Chairwoman of the Zoning Board of Appeals for the Town of Nantucket do hereby certify that during a properly noticed Executive Session meeting of August 29, 2002, the Board voted to accept the proposed Letter of Intent dated July 26, 2002, which modifies the Comprehensive Permit granted by the Zoning Board of Appeals with conditions, among others to reduce the number of allowable units from 32 to 28.

  
\_\_\_\_\_  
Nancy Sevens, Chairwoman  
Zoning Board of Appeals  
Town of Nantucket

::ODMA\GRPWISE\DW.Boston.Lib1:108397.1 (0289.93)

RECEIVED  
02 SEP 16 AM 1:20  
NANTUCKET  
TOWN CLERK

ATTEST: A TRUE COPY  
  
NANTUCKET TOWN CLERK

RECEIVED

COPY

01 APR 27 P3:37

**TOWN OF NANTUCKET  
ZONING BOARD OF APPEALS**

**DECISION ON APPLICATION OF NANTUCKET HOMES FOR PEOPLE, INC.**

**FOR A  
COMPREHENSIVE PERMIT  
FOR THE COMPASS ROSE DEVELOPMENT  
FOLGER AND FIELD AVENUES, BLUEBERRY LANE AND CHERRY STREET**

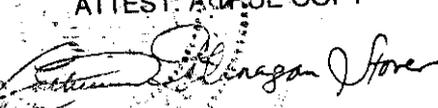
**I. BACKGROUND OF APPLICATION**

An application for a Comprehensive Permit pursuant to M.G.L. Chapter 40B, Sections 20-23 ("the statute") for 56 units of housing was filed with the Nantucket Zoning Board of Appeals ("the Board") by Nantucket Homes for People, Inc. on August 7, 2000. The application is known as the Compass Rose Development. The location of the property that is the subject of this application is bordered by Field Avenue, Folger Avenue, Blueberry Lane, and Cherry Street in the Town of Nantucket. Notice of the Public Hearing on the Application was duly posted at the Town Hall, was mailed to the Applicant, abutters, owners of land directly opposite on any public or private street or way, abutters to the abutters within three hundred feet of the property lines of the subject property, the Nantucket Planning Board and other Town Agencies, and was published in the Nantucket *Inquirer and Mirror* newspaper. A Public Hearing on the Petition was first held in the Large Group Instruction Room of the Nantucket High School at 1:00 PM on September 1, 2000, and was continued to September 27, 2000, and again to October 26, 2000, and again to November 16, 2000, and again to December 7, 2000, and again to January 11, 2001, and again to January 30, 2001, and again to February 13, 2001, and again on February 20, 2001, during which the Board, the neighbors, and other concerned parties discussed changes to the plan with the Applicant. The hearing was closed on February 20, 2001. The applicant granted to the Board three extensions of time, through April 27, 2001, for it to issue its final decision on the application for a Comprehensive Permit. The Board, with the assistance of Mr. Edward Marchant, a consultant, hired by the Town to advise the Board on the 40B statutes and procedural questions, strongly suggested that a reduction in density, a change from condominium ownership to fee simple ownership, and a revision in the site access was warranted. The Board also received a report from the Nantucket Planning Board, dated August 31, 2000, which cited potential traffic and access issues related to the application's density, among other issues. The Applicant submitted a fully revised plan on February 13, 2001, which incorporated the changes prepared by the Board, for the Board's review. The members of the Board hearing this application were Mr. Michael O'Mara, Chairman, Mr. William Hourihan, Mr. D. Neil Parent, Mr. Edward Sanford and Mr. Edward Toole.

The Board has adopted no rules and regulations governing applications filed pursuant to Chapter 40B of the Massachusetts General Laws; accordingly, the model rules prepared by the Commonwealth of Massachusetts, Department of Housing and Community Development, are the rules applicable to this application.

The Public Record of this decision includes, but is not limited to, the application, including reports, plans, and specifications, supplemental materials listed in Exhibit "A"; the correspondence between the applicant and the Board listed in Exhibit "A"; the minutes of the public hearings and meetings held by this Board to deliberate on this decision; agency and peer review reports listed in Exhibit "B"; written testimony and comments received during the public process as contained in Exhibit "C"; and such other exhibits as listed herein or appended hereto.

ATTEST: A TRUE COPY

  
NANTUCKET TOWN CLERK

## II. BACKGROUND OF CHAPTER 40B OF THE MASSACHUSETTS GENERAL LAWS

This is an application, revised as described herein, pursuant to M.G.L. Chapter 40B, Sections 20-23 for a Comprehensive Permit for the construction of 36 homes, a density reduction of twenty (20) homes from the original application. These homes will be sited on lots averaging approximately 5,000 sq. ft. The housing is being developed pursuant to the New England Fund Program ("NEF") of the Federal Home Loan Bank of Boston. Pursuant to NEF, 25% of the units or 9 units will be sold to households whose annual incomes do not exceed 80% of the annual median income for Nantucket as defined by the U.S. Department of Housing and Urban Development ("HUD"), with no more than 30% of their annual income going toward their interest and principal mortgage payments, including real estate taxes, insurance, and any homeowners' association fees. The prices for the affordable units will be between \$103,000 and \$135,000 for the two and three bedroom homes, respectively, based upon current guidelines.

The statute essentially creates a mandate to local cities and towns to allow the construction of low and moderate income housing that requires relief from otherwise applicable local requirements and regulations, including but not limited to zoning by-laws, subdivision rules and regulations, and local Board of Health and Conservation Commission regulations, when there is a substantial need for low and moderate housing. Rather than applying to the various local boards and departments for otherwise applicable permits, the applicant applies only to the Zoning Board of Appeals for a "Comprehensive Permit." A Zoning Board of Appeals can insist on full compliance with all such local requirements and regulations only if they are, in the words of the statute, "consistent with local needs." They will be considered "consistent with local needs" if they are reasonable, taking into account "the regional need for low and moderate housing considered with the number of low income persons in the city or towns affected and the need to protect the health or safety of the occupants of the proposed housing or of the city or town, to promote better site and building design in relation to the surroundings, or to preserve open space." (Chapter 40B, M.G.L.)

The statute goes on, in section 20, to define certain minimal thresholds of low or moderate income housing. The Town of Nantucket falls short of the minimum: the statutory minimum for low and moderate income housing units is 10% and Nantucket has only 2.51% (based on Commonwealth of Massachusetts, Department of Housing and Community Development statistics). Furthermore, the Town of Nantucket has not met any of the other statutory minima set forth in M.G.L. Chapter 40B § 20 or 760 CMR 31.0. Therefore, the mandate created by the statute to create affordable housing still applies to Nantucket.

## III. THE PUBLIC HEARING

### A. Jurisdictional Requirements

At the Public Hearing, a presentation was given by the Applicant and Applicant's consultant, Mr. Robert Engler of Stockard, Engler & Brigham of Cambridge, MA. The Applicant's Managing Director, Mr. Clifford Schorer, presented the Compass Rose Development, after Mr. Engler first explained how the Applicant satisfied the jurisdictional requirements of the statute (see D. Findings of Fact, below).

### B. Project Description

Mr. Schorer then described the project, with the assistance of the Applicant's engineers, Rich Tabaczynski of Atlantic Design; Holly Darzen of Linea 5, Inc., the Applicant's architect; and the Applicant's attorney, Peter Kyburg.

#### 1.) Physical Characteristics

The land is a 4.0 +/- acre site, with vehicular access over paved roads via Blueberry Lane from South Shore Road, the nearest public road. The surrounding area is primarily residential. The land is bordered by private ways on Folger Avenue, Field Avenue, Blueberry Lane, and

Cherry Street. The Compass Rose Development will consist of 36 homes. There will be nine (9) two-bedroom units and twenty-seven (27) three-bedroom units. Twenty-eight (28) of the homes will be single-family homes. Four (4) homes will be attached single-family homes in two (2) duplex buildings. The two-bedroom unit will consist of approximately 1160-1480 sq. ft. and the three-bedroom unit will consist of approximately 1620-1860 sq. ft.

The development will be connected to municipal water and sewer systems.

## 2.) **Affordability**

The nine (9) affordable units will be sold at \$103,000 - \$135,000 for the 2- and 3-bedroom homes. The eligible affordable home owners will have household incomes no greater than 80% of the annual median income for Nantucket as defined by HUD, and they will be paying no more than 30% of their annual income for their interest and principal mortgage payments, real estate taxes, insurance, and any homeowners' association fees. The affordable units will be randomly distributed throughout the entire development.

## C. **Public Comment**

At each of the evenings of the Public Hearing, the Board asked for public comment. Many residents from the surrounding area spoke at various times. They expressed concerns about density, traffic, storm drainage, site plan design, noise, and other "quality of life" issues. The Board also received many questions about the *pro forma* and the ability of the development to maintain long-term affordability.

In addition to input from several pertinent Town departments, including a report by the Nantucket Planning Board, the Board retained two engineering firms at the Applicant's expense to conduct a peer review of the Traffic and Drainage Studies. The engineering peer review report submitted by Horsley and Witten, the Board's engineering consultant, is dated October 20, 2000, revised October 26, 2000, and the traffic peer review report by Rizzo and Associates is dated October 20, 2000.

## D. **Findings of Fact**

1. **The Board has jurisdiction to issue a comprehensive permit in accordance with the Act, in accordance with the following:**
  - a. **The Applicant, Nantucket Homes for People, Inc., is a non-profit organization within the meaning of the Act.**
  - b. **The New England Fund (NEF) has been accepted as an eligible program under the Act by the Housing Appeals Committee. The Applicant proposes to fund the project with NEF funding. The Applicant has received a Project Eligibility letter, pursuant to 760 CMR 31.01 (2), for the project from Citizens Bank, a member bank of the Federal Home Loan Bank Board; therefore, the Applicant fulfills the requirement of 760 CMR 31.01(1)(b) that: "The project shall be fundable by a subsidizing agency under a low and moderate income subsidy program." Thus, the project complies with the regulations concerning fundability by a subsidizing agency.**
  - c. **The Applicant has demonstrated that it has control of the property by providing the ZBA with a copy of the deed conveying the title in the property from Raymor Racquet Club, Inc. to the Applicant, Nantucket Homes for People, Inc., dated June 8, 2000, and recorded in the Nantucket Registry of Deeds, Book 663, p. 3, June 8, 2000. (Exhibit A 1. D.)**

- 2. The Project is consistent with local needs:**
- a. Based on the statistics maintained by the Department of Housing and Community Development and presented by the Applicant (Exhibit A 1. E.), the Town has fallen significantly short (only 2.51%) of the goal of 10% of its year-round housing units dedicated to low and moderate income households. This is despite the fact that the Town and Nantucket Housing Authority has produced 86 units of eligible housing, and there have been numerous housing initiatives inspired by the Town's Comprehensive Community Plan, including actions taken at recent Town Meetings, all in an effort to meet the substantial community need for housing.
- 3. The Project raises significant local health and safety issues:**
- a. The Project must rely on municipal sewer and water service in order to support the density of development proposed by the Applicant. The nearest connections are located a significant distance from the site, and the Applicant must extend services from the nearest facilities in the vicinity of Surfside Road.
- b. There are no constructed pedestrian facilities in the neighborhood, or along South Shore Road. The nearest pedestrian and bicycle path is on Surfside Road. The lack of these facilities is deemed to be an unsafe situation for pedestrians and bicyclists given the level of vehicular traffic at the intersection of South Shore, Fairgrounds, and Surfside Road, and along South Shore Road itself. A combined bicycle and pedestrian path along South Shore Road from Surfside Road to Blueberry Lane is necessary to ensure pedestrian and bicycle safety.
- c. To mitigate the traffic impacts identified in b, above, the Board believes that improvements to the intersection of South Shore, Fairgrounds, and Surfside Roads are necessary to ensure vehicle, pedestrian, and bicycle safety, as recommended by the Traffic Safety Advisory Committee (Exhibit B 13).
- d. Blueberry Lane is the only unimpeded access from the site and immediate neighborhood onto South Shore Road. The Nantucket Planning Board, for projects that have significantly fewer units than this project, routinely requires a second access, sometimes solely for emergency purposes. The Board finds that a secondary emergency access is highly desirable for the safety and well-being of the residents of the project, but not required. This conclusion is supported by the report of the Planning Board (Exhibit B 5, and September 1 minutes of Public Hearing).

**Relaxation of restrictions are necessary to ensure affordability, but the conditions and restrictions set out below are necessary to protect the public health and safety:**

**E. Board Discussion and Vote**

After Board discussion at its meeting held on April 17, 2001, a Motion was made by Edward S. Sanford, seconded by Edward Toole, to GRANT the Comprehensive Permit, and to

allow those waivers requested from the Nantucket local by-laws and regulations, as shown on Exhibit D attached hereto and incorporated herein by reference, and to incorporate the following **CONDITIONS** into the Comprehensive Permit:

**CONDITIONS**

1. The Applicant, although approved for 36 units, must seek funding through the HOME program during the next round of applications to the Massachusetts Department of Housing and Community Development ("DHCD"), and shall use its best efforts to secure this funding. The funding sought shall be \$45,000.00 per affordable unit or whatever greater amount is allowed. If the Applicant succeeds in securing at least \$350,000 for the project, the density shall be reduced by 4 units to a total of 32 single family detached homes on approximately 5,500 square foot lots. If successful in DHCD's Spring 2001 application round, the 32-unit plan, as submitted, shall become the record plan. If unsuccessful in DHCD's Spring 2001 application round, the 36-unit plan, as submitted, shall become the record plan.
2. The Applicant shall identify an independent monitoring agent, acceptable to the Board, to monitor the project, pursuant to the Regulatory Agreement described in Paragraph 3 below. The Applicant shall bear all costs for the monitoring agent's contract/services. Citizens' Housing and Planning Association, of Boston, MA ("CHAPA") has been identified by the Applicant as an independent monitoring agent, and is acceptable to the Board.
3. The Applicant, the Board, Citizens Bank, and CHAPA, shall execute a Regulatory Agreement, substantially in the form as attached herewith as Exhibit F, but subject to the review and approval of Town Counsel prior to recording in the Nantucket Registry of Deeds, which shall incorporate the following Conditions as to Affordability:
  - a.) Twenty-five (25%) percent of the units shall remain affordable in perpetuity (or to the maximum extent permitted by law, but in no case less than 99 years from the first deed transfer), meaning that except as hereinafter stated, they shall be sold to people whose annual income, adjusted for family size, does not exceed eighty (80%) percent of the median annual income for Nantucket as defined by HUD. A Deed Rider, substantially in the form attached herewith as Exhibit E, and subject to the review and approval of Town Counsel, shall be executed and recorded for each affordable home. Applicant agrees that prior to the closing of the first Affordable home, Applicant will modify the form of Deed Rider used for the Affordable homes to include any additional reasonable provisions that will further protect the long-term affordability of the Affordable homes, if such language is provided to the Applicant by the monitoring agent and/or Board in a timely manner. The purpose of this condition is to ensure that the actual Deed Rider used and recorded reflects the then current "state-of-the-art" for such deed riders to ensure that Affordable homes are protected for the longest possible legal period and to minimize the risk that such homes may be lost as an affordable housing resource.
  - b.) The affordable units shall be marketed and sold to the fullest extent legally permissible, with preference for Nantucket residents, with third party monitoring of the lottery process by CHAPA. Additional oversight of the lottery process may be provided by the Nantucket Housing Authority, at no cost to Applicant.

4. **Prior to the start of construction, the Applicant shall record the aforesaid Regulatory Agreement, after execution by all required parties, at the Nantucket Registry of Deeds, with a marginal reference to the deed or deeds for the locus into the Applicant.**
5. **The Applicant shall establish a legally binding home-owners' association (the "Association") which will maintain the roads and other common areas of the project; will be responsible to maintain, repair and replace the roads and other improvements located in the common areas of the project, as well as contiguous areas and appurtenant facilities to the extent required by the Comprehensive Permit; and will have authority to impose maintenance fees and enforce both the conditions of the Comprehensive Permit and any rules and regulations of the Association. The Association will pay a fair pro rata share with abutters for any improvements or repairs to roads contiguous to the Project.**
6. **The Applicant, the other parties thereto and the Association required under Paragraph 5 above shall comply with the requirements of the Regulatory Agreement.**
7. **The following conditions and rules and regulations shall be binding upon the Owners, the Occupants and the Association, under the authority of the Association, its heirs, and assigns:**
  - a.) **No Affordable Units may be rented, and they must remain owner-occupied, consistent with applicable deed restrictions and the Deed Rider.**
  - b.) **If the market-rate unit is owner-occupied, the occupancy of the Market Rate Units may not change more than three times per calendar year. For the purposes of this condition, occupancy shall include owner occupancy and tenancy of any length. Non owner-occupied units shall not be leased for a term of less than twelve (12) months. All leases must be submitted to the Association to ensure compliance.**
  - c.) **No Market Rate Unit may remain vacant for more than ninety days in any calendar year.**
  - d.) **No more than two adult persons per bedroom may occupy any of the Affordable or Market Rate Units. This condition shall not apply to minor children under 18 years of age, except that in no case shall total occupancy of either Affordable or Market Units exceed three (3) persons per bedroom, including adults and minors. Habitable space shall not include attics and basements.**
  - e.) **No units may be expanded beyond the original building envelope.**
  - f.) **No Owner or Occupant may add outbuildings, secondary dwelling units, apartments, or garages. Fences, and sheds for the storage of garbage receptacles, lawnmowers, bicycles, toys, and similar items may be allowed by written consent of the Association, and constructed in compliance with all building codes and HDC guidelines.**
  - g.) **No units shall be occupied as dormitories, employer dormitories, or like housing, as such housing may be defined by the Nantucket Zoning Bylaw. No more than 5 individuals unrelated by marriage are allowed to reside in any dwelling unit.**

- h.) **The Association shall have the authority and lien powers to collect Association fees for common area maintenance, including the power to impose reasonable fines for failure to comply with the conditions of the Comprehensive Permit.**
  - i.) **Among other uses, Association fees collected shall be used for contribution in common with other abutters whose properties front and gain access onto Folger Avenue, Field Avenue, Cherry Street, and Blueberry Lane to maintain adjacent portions of these streets, and to provide for snow removal, until, if and when, the Town or County of Nantucket assumes this responsibility.**
  - j.) **The Owners and Occupants shall keep their exterior areas in a high state of maintenance and cleanliness, with the Association having the power to enforce compliance and to take such curative or remedial action as the Association may deem necessary, and to place liens on units for the Association's expenses incurred in so doing.**
  - k.) **The Association shall keep the roads, catch basins, drainage swales and other common areas and common improvements in a high state of maintenance and cleanliness.**
  - l.) **No unregistered, uninsured, or inoperable vehicles and no trailers, boats, recreational vehicles, or campers shall be allowed on site overnight.**
  - m.) **There shall be only low-wattage, unidirectional, downward-facing exterior lighting, preventing glare onto adjacent property.**
  - n.) **No commercial signs of any kind, including "For Rent" or "For Sale" signs, shall be posted.**
  - o.) **There shall be no change in the bylaws of the Association without the approval of 90% of the Owners (29, if a 32-unit project; 33, if a 36-unit project), and Owners may not vote changes inconsistent with the Regulatory Agreement and Deed Rider and any other deed restrictions of the Comprehensive Permit.**
  - p.) **All units shall be sheathed in clear or better cedar shingles, using high quality construction materials and techniques, all in accordance with the rules and regulations of the Nantucket Historic District Commission and all applicable codes and laws, except those for which an exception was granted through the Comprehensive Permit process.**
  - q.) **All driveways shall be either white gravel or shell, with a minimum of two (2) off-street parking spaces assigned to each unit.**
  - r.) **No more than one dog per dwelling unit shall be permitted. All dogs shall be leashed and owners shall be responsible for prompt removal and disposal of animal waste from their dogs from within the layout of Field and Folger Avenues, Cherry Street, and Blueberry Lane, or any other neighborhood public or private way.**
8. **Deeds to all units, including Market Rate Units, shall include reference to the Association, and the Association's authority to impose maintenance fees and to enforce the rules and regulations of the Association. With respect to Affordable Units, deed restrictions shall include an option to purchase or right of first refusal or right of first offer in favor of the Town of Nantucket. The standard language to**

be employed in each deed shall be reviewed and approved by Town Counsel prior to recording of the first deed conveying property in the Project.

9. With respect to the initial sale and any future re-sales of the Affordable Units, priority to purchase must be secured in favor of existing permanent residents of Nantucket to the fullest extent permissible by law.
10. Local pre-marketing of the Market Rate Units shall begin 90 days prior to their general open listing with a Broker. This pre-marketing period shall include only local advertising, local notices, appearances at local social and religious functions, and a series of information sessions. This pre-marketing is targeted directly at owner-occupying Nantucket Residents. If marketing is done in phases, this condition shall apply to each phase.
11. Affordable units shall be distributed randomly throughout the development, and they shall become available in a ratio of not less than one Affordable Unit to every three Market Rate Units until all units are sold.
12. All units shall be single family dwellings on lots of approximately 5,000 to 5,500 sq. ft. and shall be owned in fee simple.
13. The developer agrees that the sales price structure of individual market units, as proposed in the final budget provided to the Board, and attached herewith as Exhibit G, shall not vary if such variances would create a change in the projected surplus of 11% by more than +/- 4%, in other words, a decrease in the proposed surplus to less than 7% or an increase in the proposed surplus to greater than 15%.

If the project generates a surplus in excess of 15%, all monies above 15% would be turned over to the Town of Nantucket for affordable housing purposes. Further reference is made to a letter from Mr. Schorer to the Zoning Board, dated April 13, 2001, which commits to dedicate any surplus to charitable causes on Nantucket.

The developer may, at its option, and subject to approval of the Board, reduce the prices of certain units and further restrict the appreciation potential of such units rather than generate a surplus larger than 15%.

Applicant shall submit an audited cost certification of all revenues and expenses, including any rebates received from suppliers, prepared by a Certified Public Accountant acceptable to the Board. Such cost certification shall comply with the requirements established by the Monitoring Agent.

14. The project will be connected to the Nantucket sanitary sewer system. The Applicant, at his own cost, shall design to Town of Nantucket specifications, and seek State and Department of Public Works approval for, and construct, a connection to the municipal sewer system which will service the maximum number of abutters as defined below. This system shall consist of either an on-site pumping station, oversized to accept gravity feed from other sites, or, if possible and permissible, a gravity feed system to a newly constructed pumping station. The maximum number of abutters shall include those within eight hundred feet of the project as of the date of this decision (approximately 30 single family homes), the potential assisted living project (based upon calculations provided by the potential developer), and phase two, as outlined in the original application of the Compass Rose Development. Upon completion and acceptance of these improvements, the applicant shall promptly convey the improvements to the Town.

15. The Applicant shall construct, with the assistance of the Wannacomet Water Company, a new water main down South Shore Road and a loop of supply pipe sized to service the same project area as defined in # 14, above, so that other properties in the area will be able to tie into the water main or the supply loop. This water main and loop shall contain fire hydrants as required by the Nantucket Fire Department, and shall be designed to Wannacomet Water Company and State specifications. Upon completion and acceptance of these improvements, the applicant shall promptly convey the improvements to the Town.
16. The Applicant agrees to construct at its expense a bicycle path running parallel to South Shore Road in accordance with plans prepared and permitted by the Town and approved by the Board of Selectmen which bicycle path shall connect Blueberry Lane with the Surfside Road Bicycle Path.
17. Prior to the start of construction, the Applicant shall submit final plans for road and drainage improvements to Field and Folger Avenues, Cherry Street, and Blueberry Lane as described in 20, below, in accordance with the standards for such improvements contained in the Planning Board's *Rules and Regulations Governing the Subdivision of Land*. These plans shall include plans for the staging of equipment and construction materials and soil stockpiles, removed from South Shore Road and Blueberry Lane, to the extent feasible. Said plans shall be reviewed by the Board's engineering consultant, at the expense of the Applicant, and shall be acceptable to the Building Commissioner. The Town of Nantucket has agreed to assume the responsibility for the timely design and permitting of improvements to the intersection of Surfside Road, South Shore Road, and Fairgrounds Road, provided that the Applicant reimburses Town for the Town's costs associated with such design and permitting.
18. The applicant shall incorporate in the plans for road, sewer, water, and drainage improvements measures to control erosion, sedimentation, and dust during construction.
19. Prior to the start of construction, a pre-construction meeting shall be held among the Applicant; the Applicant's contractors; utility company representatives; the Board's representatives; representatives of the DPW and the Wannacomet Water Company; and the Board's engineers who will be involved in the inspection of the road and drainage improvements. The Applicant shall select and have on-site a Clerk of the Works, acceptable to the Board.
20. The Applicant shall perform at his own cost, or with State funding, as appropriate, the following improvements prior to the issuance of the first Certificate of Occupancy for units within the Project, except as otherwise noted herein. An exception to this requirement is hereby granted to the Applicant who is allowed to construct one structure as a marketing model, only. A certificate of occupancy for this marketing model shall be given only upon compliance with the requirements for this # 20:
  - a.) Pavement of Folger Avenue from Blueberry Lane to Cherry Street with bituminous concrete. The final course of pavement will be deferred, but in no case longer than the issuance of a Certificate of Occupancy for 50% of the units in the Project. The applicant may delay the installation of the final course to beyond the 50% buildout threshold upon receipt by the Zoning Board of a guarantee acceptable to the Board for 110% of the value of the final course, satisfactory to the Planning Board's consulting engineer (see condition 20.I., page 10). In any event, the final course of pavement shall not be installed later than the issuance of the final Certificate of Occupancy for the project.

- b.) Grading and improvement of Field Avenue from Blueberry Lane to Cherry Street with hard-pack material, or a "gravel spec" road, if the former is unacceptable to the Board, following consultation with its consulting engineer.
  - c.) Drainage improvements to mitigate storm water runoff and drainage problems at the intersections of Field Avenue and Blueberry Lane, and Field Avenue and Cherry Street, Folger Avenue and Cherry Street, and Folger Avenue and Blueberry Lane.
  - d.) Improvements to the intersection of South Shore Road, Fairgrounds Road, and Surfside Road, as described in a memorandum from the Traffic Safety Committee to the Board of Selectmen, dated February 17, 2001, and as agreed to by the Board of Selectmen at a Board of Selectmen's meeting of April 18, 2001.
  - e.) Placement of advisory 30 MPH speed limit signs along Surfside Road approaching the intersection of Fairgrounds Road and Surfside Road, as agreed to by the Board of Selectmen at a Board of Selectmen's meeting of April 18, 2001.
  - f.) The sewer and water improvements in 14 and 15, above.
  - g.) The bicycle path listed in 16, above.
  - h.) The Applicant agrees to request of the Town and the Electric Company street light improvements at the intersection of Fairgrounds Road, South Shore Road, and Surfside Road, and the intersection of Blueberry Lane and South Shore Road.
  - i.) The Planning Board has agreed to lend staff assistance to the Zoning Board to oversee and administer the completion of improvements listed in this condition # 20 in the same manner that it oversees subdivision improvements approved by the Planning Board.
21. Should the applicant or the Board of Selectmen secure secondary emergency access from the applicant's property and its surrounding streets to South Shore Road, the applicant has agreed to install break-away barriers as required by the Fire Department, and to incorporate the maintenance of such right-of-way improvements among the Association's responsibilities.
  22. The construction of road and drainage improvements within the streets cited in 20, above, shall be inspected by the Board's engineering consultant at the cost of the Applicant, according to the standard protocol for such inspections required by the Planning Board for subdivision road and drainage improvements.
  23. Following completion of the road and drainage improvements described in 20, above (except the bicycle path improvements), the Applicant shall prepare at his own cost as-built plans acceptable to the Building Commissioner, upon consultation with the Board's engineering consultant. These plans shall document substantial compliance with the specifications of the improvements required by the Board.
  24. The Applicant has agreed to seek approval from the Historic District Commission ("HDC") for the exterior designs of the 32 or 36 homes to be built, and any and all other structures and improvements on the property (e.g. screening fences for trash collection and removal areas), and has agreed to comply with all requirements of any such HDC approval.

25. The sample schematic landscaping plan is appended herewith as Exhibit H. Prior to the start of construction, the Applicant shall provide to the Building Commissioner for his approval a final landscaping plan designed to achieve the most attractive appearance, screening and sound buffering that is practical. The final landscaping plan shall include screening of parking areas from view from the street along common driveways, to the extent feasible. The building Commissioner may seek the advice of the Zoning Board as to the acceptability of this Plan.
26. The Applicant shall employ no fewer than four distinct styles of homes which meet HDC guidelines.
27. Upon issuance of this Comprehensive Permit, the expiration of all appeal periods, and the issuance of a Building Permit, the Applicant agrees to begin a surface clean-up of the junkyard at 20-24 South Shore Road. This surface clean-up shall include the removal of all automobiles, trucks, buses, and debris, and their disposal in a manner that complies with all requirements of law. This clean-up shall be completed within 10 months.
28. Driveways shall not be sited directly opposite abutters' driveways on Field Avenue and Folger Avenue.
29. The width of common driveways shall be no more than 12 feet.
30. Paved driveway aprons shall be provided where driveways exit onto Blueberry Lane and Folger Avenue.
31. Except to the extent modified by the above conditions, the Applicant shall be bound by the submissions contained in the application (as revised) for approval and shall be bound by the representations made by it, or on its behalf, at the public hearings held to consider the granting of this permit.
32. The terms, provisions, and conditions of this decision shall bind, burden, and benefit the successors and assigns of the Applicant.
33. Any provision or condition of this decision that requires compliance with federal or state statutes, regulations, guidelines, or procedures shall apply to any amendment of such statutes, regulations, guidelines, or procedures with the same effect as if mentioned in each instance where a statute, regulation, guideline, or procedure is referred to.
34. Upon execution by the members of the ZBA, the Clerk of the ZBA is directed to file this decision with the Town Clerk and send a copy of this decision to the applicant by certified mail.
35. Any person aggrieved by this decision may appeal pursuant to Section 21 of the Act within 20 days after this decision is filed with the Town Clerk.
36. Subsequent to the end of all applicable appeal periods and prior to the commencement of construction, the Applicant shall record this decision in the Nantucket Registry of Deeds, and shall provide the ZBA, the Zoning Enforcement Officer, and the Building Commissioner with documentation (book and page) of the filing of this decision or a copy of the decision with all recording information thereon.

- 37. The Applicant shall be subject to the requirement that plans be submitted to the Building Department in connection with the approval of building permits for any and all structures that are a part of this project.
- 38. This Comprehensive Permit shall not be transferable without the prior written consent of the Board.

Upon consideration of the Motion, the Board voted UNANIMOUSLY to GRANT the Comprehensive Permit, subject to the conditions included herewith.

Dated: *April 27, 2001*

NANTUCKET ZONING BOARD OF APPEALS

*[Signature]*  
Michael O'Mara, Chairman

*[Signature]*  
William Hourihan

*[Signature]*  
D. Neil Parent

*[Signature]*  
Edward S. Sanford

*[Signature]*  
Edward Toole

RECEIVED

'01 APR 27 P3 37

NANTUCKET  
TOWN CLERK

Date: \_\_\_\_\_

I hereby certify that notice of approval of this application for a COMPREHENSIVE PERMIT submitted by Nantucket Homes for People, Inc. to the Nantucket Zoning Board of Appeals was received and recorded at this office on \_\_\_\_\_ and that no appeal was received during the twenty (20) days next after such receipt and recording of said notice.

Attest:

Catherine Flanagan Stover,

Town Clerk

**Index of Exhibits**

- A: Application Materials, Supplemental Information, and Applicant Correspondence**
- B: Agency Reports, Peer Review Reports, and Correspondence**
- C: Public Testimony and Exhibits**
- D: List of Zoning Exceptions**
- E: Deed Rider**
- F: Regulatory Agreement**
- G: Pro Forma**
- H: Landscape Plan**

**Exhibit A  
Compass Rose**

**Application Materials, Supplemental Information, and Applicant Correspondence**

1. Application package, entitled: "Compass Rose: A Village Community at the Heart of Nantucket, Nantucket Homes for People, Inc., Not-for-Profit Developer. Package includes, but is not limited to:
  - a. Phase I Environmental Site Assessment Update, 2, 4, and 6 Folger Avenue, Prepared for Mr. Clifford Schorer, February 25, 2000.
  - b. Articles of Organization: Nantucket Homes for People, Inc.
  - c. January 5, 2001 letter to Clifford Schorer from Roland Tabaczynski, PE, Project Manager, Atlantic Design Engineers, Sandwich, MA. Re: Stormwater Issues
  - d. Deed to Raymor Racquet Club, Inc.
  - e. Massachusetts Department of Housing and Community Development Subsidized Housing Inventory
  - f. Traffic Impact Assessment, Nantucket Homes for People, Inc. by Atlantic Design Engineers, Revised January 11, 2001.
  - g. Proposed Deed Rider for FHLBB New England Fund Ownership Project.
  - h. Nantucket Homes for People, Proposed Site Plan, revised 1/02/01, Total Units: 32
  - i. Nantucket Homes for People, Proposed Site Plan, revised 1/02/01, Total Units: 36
  - j. Elevations and Floor Plans (Unlabelled, except general description)
2. Sample regulations and decisions provided to the Zoning Board of Appeals and its staff by Mr. Edward Marchant, consultant to the Zoning Board of Appeals.
3. August 7, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Michael J. Wilson, Law Offices of Peter Kyburg, P.C., re: filing of Compass Rose application.
4. September 14, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: Development budget.
5. October 2, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: attached September 28, 2000 letter from Bowditch and Dewey concerning 501(c)(3) and IRS filing.
6. October 19, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: list of Schorer's projects.
7. October 19, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: financials for 44 units.
8. October 25, 2000 letter to Dirk Roggeveen, Special Administrator for Compass Rose Comprehensive Permit from Rich Tabaczynski re: Traffic Impact assessment: response to Rizzo comments.
9. November 13, 2000 letter to Cliff Schorer from Dirk Roggeveen, Special Administrator for Compass Rose Comprehensive Permit re: alternative development scenario and financials for 28 units.
10. November 16, 2000 letter to Cliff Schorer from Rich Tabaczynski PE re: septic issues.
11. November 30, 2000 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: IRS tax-exempt status; project budget; revised plan of 11/29/00.
12. January 11, 2001 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: January 11, 2001 letter to Attorney Howard Levin.
13. January 17, 2001 memo to the Zoning Board of Appeals from Town Administrator Libby Gibson reminding the Board of authorization for continuing access to Town Counsel.

14. January 29, 2001 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: Meeting on water and sewer issues.
15. January 30, 2001 Memo to Nantucket Board of Appeals from Bob Engler, consultant to Nantucket Homes for People, Inc. re: Lottery process for the designated affordable units.
16. March 1, 2001 letter to Mr. Michael O'Mara and members of the Nantucket Zoning Board of Appeals from Mr. Cliff Schorer, Managing Director, Nantucket Homes for People, Inc. re: draft decision of 2/20/01.

**EXHIBIT A**

**Application for a Comprehensive Permit  
Pursuant to M.G.L. Chapter 40B**

**A. Zoning By-Law Exceptions:**

1. Applicant requests relief from Section 139-7A, Permitted Uses Section (or Section 139-7E) in Limited Use General II District, to allow the construction of twenty-one (21) multi-family dwelling units, for a total of fifty-six (56) units on four (4), one (1) acre lots.

2. Applicant requests relief from Section 139-7E (1), to allow more than two (2) dwelling units per lot.

3. Applicant requests relief from Section 139-16, Intensity Regulation, as follows:

a. Front Yard Set Back. Applicant requests relief from thirty-five (35) foot requirement to twenty-five (25) feet.

b. Applicant requests relief from ground cover ratio from 4% to 19%.

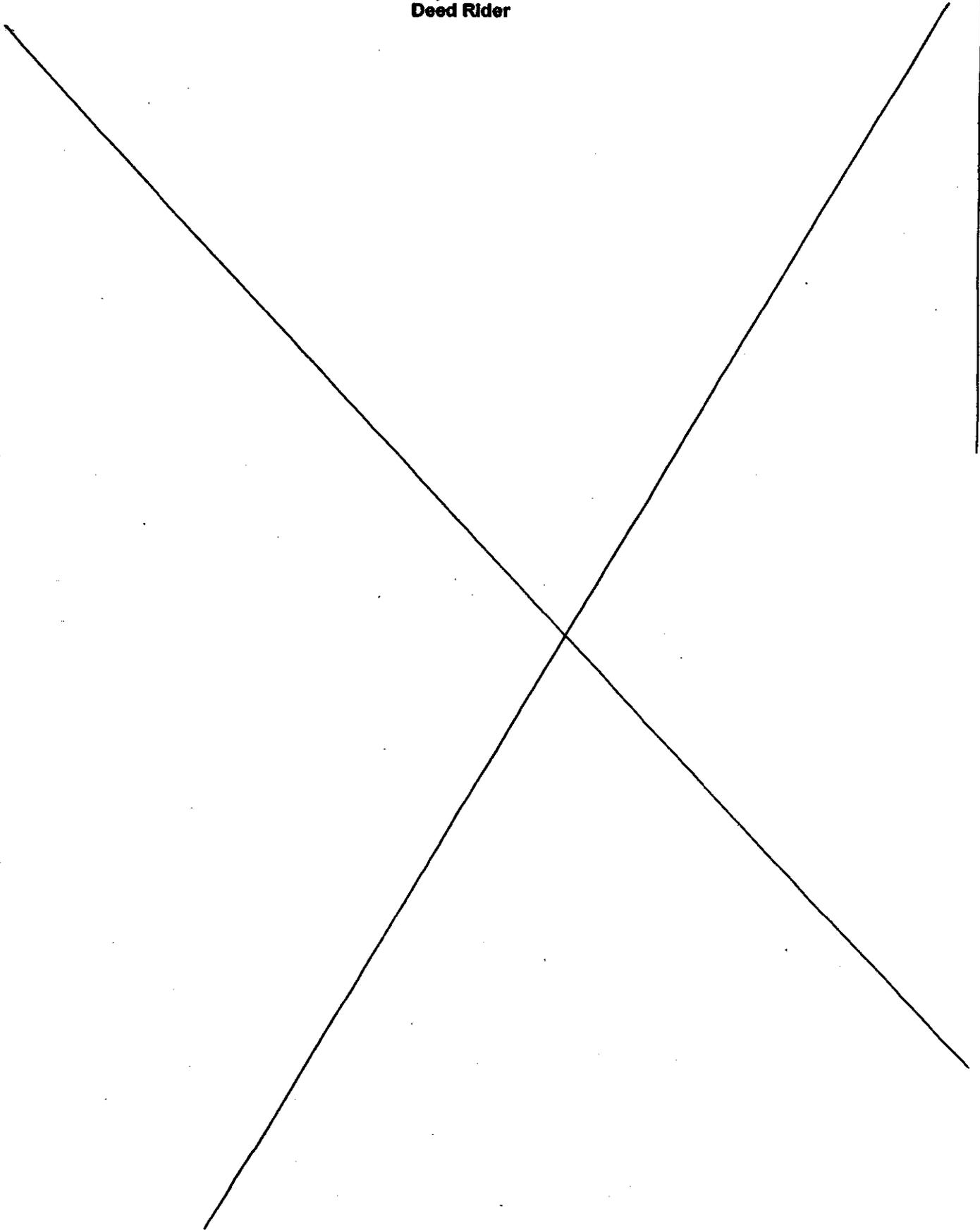
4. Applicant requests relief from Section 139-7E (2) and (3), to allow the use of two (2) trailers as temporary office and shelter (housing for four (4) workers including security) incidental to construction on the site for not more than 18 months.

5. Applicant requests relief from Section 139-24, Rate of Development, to allow for the immediate issuance of building permits for construction, when appropriate.

**B. Rules and Regulations of the Planning Board and Subdivision Control Law Exceptions:**

Applicant requests relief from the Rules and Regulations of the Nantucket Planning Board and the Subdivision Control Law, as applicable, including but not limited to, 4.19-Bike Paths, and 4.20-Street Lighting.

**Exhibit E  
Compass Rose  
Deed Rider**



**PROPOSED DEED RIDER**

**For**

**FHLBB New England Fund**

**Ownership Project**

(annexed to and made part of that certain deed (the "Deed")  
from Nantucket Homes for People, Inc. ("Grantor")  
to \_\_\_\_\_ ("Grantee")  
dated \_\_\_\_\_, 200\_\_.)

**WITNESSETH:**

**WHEREAS**, the Massachusetts Not-for-Profit Corporation (the "Charity") is the owner of a certain parcel of land located in Nantucket, Massachusetts (the "Land");

**WHEREAS**, the Municipality wishes to provide affordable housing to individuals and families of low and moderate incomes by facilitating the development of a multifamily housing complex on the Land in order to provide such affordable housing;

**WHEREAS**, the Developer of the Land has received a comprehensive permit under Chapter 40B of M.G.L. for the purpose of constructing thirty six (36) residential units (the "Project") comprised of twenty seven (27) units to be sold by the Project Developer at market rates and nine (9) units to be sold by the Project Developer to households with low and moderate incomes in accordance with the terms and provisions of the Regulatory Agreement by and between the Project Developer and the Member, as part of the New England Fund Program (the "Regulatory Agreement");

**WHEREAS**, the Municipality has determined that the rights and restrictions granted herein to the Municipality serve the public's interest in the creation and retention of affordable housing for persons and families of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers;

**WHEREAS**, pursuant to the Regulatory Agreement for this Project, eligible purchasers such as the Grantee are given the opportunity to purchase certain property at a discount of the property's appraised fair market value if the purchaser agrees to convey the property on resale to an eligible purchaser located by the Municipality or, to the Municipality, for a "Maximum Resale Price" equal to the appraised fair market value of the property at the time of resale, as determined by the Monitoring Agent, (as specified in the Regulatory Agreement) multiplied by the applicable Discount Rate (as hereinafter defined), or, if there is no eligible purchaser who can qualify to purchase the property at the normal Maximum Resale Price, then to an eligible purchaser for a

lesser, modified Maximum Resale Price equal to the amount for which an eligible purchaser can qualify; [Also see §2(e), below.]

WHEREAS, the Grantor and the Grantee are participating in the NEF Program, and in accordance with the NEF Program the Grantor is conveying that certain real property more particularly describe din the Deed ("Property") to the Grantee at a consideration which is less than the appraised value of the Property; and

WHEREAS, a Discount Rate equal to \_\_\_\_% of the appraised fair market value of the Property (the "Discount Rate") is hereby assigned to the Property, and such Discount Rate shall be used in determining the Maximum Resale Price of the Property ;

NOW THEREFORE, as further consideration from the Grantee to the Grantor, and the Municipality for the conveyance of the Property at a discount in accordance with the Regulatory Agreement, the Grantee, his heirs, successors and assigns, hereby agrees that the Property shall be subject to the following rights and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor's assignees and designees, or the Monitoring Agent, or the Municipality, acting by and through its Chief Elected Official.

1. Right of First Refusal: (a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Grantee shall first notify the Monitoring Agent and subsequently the Municipality in writing of the Grantee's intention to so convey the property (the "Notice"). The Notice shall contain an appraisal of the fair market value of the Property (assuming the Property is free of all restrictions set forth herein) acceptable to the Monitoring Agent prepared by a real estate appraiser acceptable to the Monitoring Agent and qualified to appraise property for secondary mortgage markets and recognized as utilizing acceptable professional appraisal standards in Massachusetts, and the Notice shall set forth the Discount Rate and the Maximum Resale Price of the Property. Within thirty (30) days of the giving of the Notice by the Grantee, the Municipality shall notify the Grantee in writing as to whether the Municipality is proceeding to locate an eligible purchaser of the Property or the Municipality shall exercise its right of first refusal to purchase the Property (the "Municipality's Notice"). For the purpose of this Deed Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set forth in the Regulatory Agreement, and who, if located by the Municipality, is ready and willing to purchase the Property within ninety (90) days after the Grantee gives the Notice.

(b) In the event that (i) the Municipality's Notice states that the Municipality does not intend to proceed to locate an eligible purchaser and that the Municipality does not intend to exercise its right of first refusal to purchase the Property, or the Municipality fails to give the Municipality's Notice within thirty (30) days, the Grantee must use diligent efforts to find an eligible purchaser within a one hundred twenty (120) day period from the date the Property is put on the market, as determined by the date of the first advertisement for sale, as set forth below. The term "diligent efforts" as used herein shall mean (A) the placement of an advertisement in the real estate section of at least one newspaper of general circulation for a period of three consecutive weeks which sets forth a customary description of the unit for sale, the Maximum Resale Price, Grantee's telephone number, and the phrase: "*Sale of unit subject to certain guidelines and restrictions with respect to the maintenance and retention of affordable housing*

*for households of low and moderate income.* " and (B) the receipt of satisfactory evidence that the new purchaser qualifies as an eligible purchaser. If the Grantee is unable to locate an eligible purchaser within one hundred twenty (120) days from the date the Property is put on the market, the Grantee may convey the Property to any third party at fair market value, free of all restrictions set forth herein, provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the Property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Municipality after review by the Monitoring Agent. Upon receipt of this excess amount, if any, the Municipality, shall issue to the third party a certificate in recordable form (the "Compliance Certificate") indicating the Municipality's receipt of the excess amount. This Compliance Certificate is to be recorded in the appropriate Registry of Deeds or registered with the appropriate Registry District of the Land Court and such Compliance Certificate may be relied upon by the then owner of the Property and by third parties as constituting conclusive evidence that such excess amount, if any, has been paid to the Municipality, or that no excess amount is payable, and that the rights, restrictions, agreements and covenants set forth herein are null and void. The sale price to a third party shall be subject to the Monitoring Agent's approval, with due consideration given to the value set forth in the appraisal accompanying the Notice. The Monitoring Agent's approval of the sale price shall be evidenced by its issuance of acceptance to the Municipality.

(c) In the event the Municipality, within said thirty (30) day period, notifies the Grantee that the Municipality is proceeding to locate an eligible purchaser or that the Municipality shall exercise the Municipality's right of first refusal to purchase the Property, the Municipality may locate an eligible purchaser, who shall purchase the Property at the Maximum Resale Price subject to Deed Rider, within sixty (60) days of the date that the Notice is given, or the Municipality may purchase the Property itself at the Maximum Resale Price with sixty (60) days of the date that the Notice is given. If more than one eligible purchaser is located by the Municipality, the Municipality shall conduct a lottery or other like procedure to determine which eligible purchaser shall be entitled to the conveyance of the Property.

(d) If an eligible purchaser is selected to purchase the Property, or if the Municipality elects to purchase the Property, the Property shall be conveyed by the Grantee to such eligible purchaser or to the Municipality as the case may be, by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed (ii) any lien for municipal betterments assessed after the date of the Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the Deed from the Grantor to Grantee, (v) a Regulatory Agreement with the Project Developer dated \_\_\_\_\_ and recorded with the \_\_\_\_\_ Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, the ("Regulatory Agreement"). The Regulatory Agreement cannot be amended without the consent of the Monitoring Agent. (vi) such additional easements, restrictions, covenants and agreements of record as the Municipality and the Monitoring Agent consents to, such consent not to be unreasonably withheld or delayed, and (vii) in the event that the Property is conveyed to an eligible purchaser, a Deed Rider satisfactory in form and substance to the Monitoring Agent which the Grantee hereby agrees to annex to said deed.

(e) Said deed shall be delivered and the purchase price paid (the "Closing") at the Registry of Deeds in the County where the Property is located, or at the option of the eligible purchaser (or the Municipality, as the case may be, if the Municipality is purchasing the Property), exercised by written notice to the Grantee at least five (5) days prior to the delivery of the deed, at such other place as the eligible purchaser (of the Municipality, as the case may be, if the Municipality is purchasing the Property) may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the eligible purchaser (or the Municipality, as the case may be, if the Municipality is purchasing the Property) to the Grantee, which date shall be at least five (5) days after the date on which such notice is given, and if the eligible purchaser is a purchaser located by the Municipality, or if the Municipality is purchasing the Property no later than sixty (60) days after the Notice is given by the Grantee.

(f) To enable Grantee to make conveyance as herein provided, Grantee may if he so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of said deed.

(g) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value and any common area charges or association fees, if any, shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the eligible purchaser or by the Municipality.

(h) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the Grantee's notice, reasonable wear and tear only excepted.

(i) If Grantee shall be unable to give title or to make conveyance as above stipulated, or if any change of condition in the Property not included in the above exception shall occur, then the Closing shall be extended for up to thirty (30) days and Grantee shall remove any defect in title or to restore the Property to the condition hereby provided for. The Grantee shall use best efforts to remove any such defects in the title whether voluntary or involuntary and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The eligible purchaser (or the Municipality, as the case may be, if the Municipality is purchasing the Property) shall have the election, at either the original or any extended time for performance, to accept such title as the Grantee can deliver to the Property in its then condition and to pay therefore the purchase price without deduction, in which case the Grantee shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been taken by a public authority, then the Grantee shall, unless the Grantee has previously restored the Property to its former condition, either:

- (i) pay over or assign to the eligible purchaser or the Municipality, as the case may be, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonable expended by the Grantee for the partial restoration, or

- (ii) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the eligible purchaser or to the Municipality, as the case may be, a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonable expended by the Grantee for any partial restoration.

2. Resale and Transfer Restrictions: Except as otherwise stated herein, the Property or any interest therein, shall not at any time be sold by the Grantee, the Grantee's successors and assigns, and no attempted sale shall be valid, unless:

(a) the aggregate value of all consideration and payments of every kind given or paid by the eligible purchaser (as located and defined in accordance with Section 1 above) or the Municipality, as the case may be, to the then owner of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and (i) if the Property is conveyed to an eligible purchaser, a certificate (the "Eligible Purchaser Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Eligible Purchaser Certificate refers to the Property, the Grantee, the eligible purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the eligible purchaser is in compliance with this Deed Rider and the Regulatory Agreement, and there is also recorded a new Deed Rider executed by the eligible purchaser which new Deed Rider the Eligible Purchaser Certificate certifies is satisfactory in form and substance to the Monitoring Agent; (ii) if the Property is conveyed to the Municipality, a Certificate (the "Municipal Purchaser Certificate") is obtained from the Monitoring Agent and signed and acknowledged by the Municipality and the Monitoring Agent and recorded with the Registry of Deeds, which Municipal Purchaser Certificate refers to the Property, the Grantee, the Municipality, and the Maximum Resale Price for the Property and states that the proposed conveyance, sale or transfer of the Property to the Municipality is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider and there is also recorded a new Deed Rider which Deed Rider is satisfactory in form and substance to the Monitoring Agent; or (iii) if the Property is conveyed to a third party in accordance with Section 1, the Monitoring Agent execute and deliver the Compliance Certificate in accordance with Section 1;

(b) Any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate or an Eligible Purchaser Certificate or a Municipal Purchaser Certificate referring to the Property as conclusive evidence of the matters stated therein and may record such Certificate in connection with conveyance of the Property, provided, in the case of an Eligible Purchaser Certificate and a Municipal Purchaser Certificate the consideration recited in the deed or other instrument conveying the Property upon such resale shall not be greater than the consideration stated in the Eligible Purchaser Certificate or the Municipal Purchaser Certificate as the case may be. If the Property is conveyed to the Municipality, any future sale of the Property by the Municipality shall be subject to the Regulatory Agreement and the Deed from the Municipality shall contain a Deed Rider in form and substance satisfactory to the Monitoring Agent together with an Eligible Purchaser Certificate from the Monitoring Agent.

(c) Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantee shall deliver to the Monitoring Agent and to the Municipality a true and certified copy of the Deed of the Property, together with information as to the place of recording thereof in the public records. Failure of the Grantee, or Grantee's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance.

(d) Notwithstanding anything to the contrary contained in this Deed Rider, the Maximum Resale Price shall not be less than the purchase price which the Grantee paid for the Property plus the costs of approved capital improvements and marketing expenses, as determined by the Monitoring Agent.

(e) The Grantee understands and agrees that nothing in this Deed Rider or the Regulatory Agreement in any way constitutes a promise or guarantee by the Grantor, Monitoring Agent or Municipality that the Grantee shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

3. Restrictions Against Leasing and Junior Encumbrances: The Property shall not be leased, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent, provided, however, that this provision shall not apply to a first mortgage granted in connection with this conveyance. Any rents, profits, or proceeds from any transaction described in the last preceding sentence which transaction has not received the prior written consent of the Monitoring Agent shall be paid to and be the property of the Municipality. In the event that the Monitoring Agent, in the exercise of its absolute discretion consent to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction which exceed the carrying costs of the Property as determined by the Monitoring Agent in their sole discretion shall be paid to and be the property of the Municipality. Notwithstanding the restrictions outlined in the paragraph above, any Property purchased by the Municipality, under its Right of First Refusal, may be rented by the Municipality, at its discretion, so long as the income limits for the renter household meet the income requirements as defined in the Regulatory Agreement.

4. Rights of Mortgagees: (a) Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph hereof, if the holder of record (other than the Grantor or any person related to the Grantor by blood, adoption, or marriage, or any entity in which the Grantor has a financial interest (an "Interested Party")) of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns (other than an Interested Party) shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that such holder has given the Monitoring Agent and the Municipality not less than (60) days prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure, the rights and restrictions contained herein shall not apply to such holder upon such acquisition of the Property, any purchaser (other than an Interested Party) of the Property at a foreclosure sale conducted by such holder, or any purchaser (other than an Interested Party) of the Property from such holder, and such Property shall thereupon and thereafter be free from all such rights and restrictions.

(b) In the event such holder, conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage; provided the original principal and advances shall not exceed the Maximum Resale Price and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Municipality in consideration of the loss of the value and benefit of the rights and restrictions herein contained held by the Municipality and released by the Municipality pursuant to this section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Municipality by such holder, the Municipality shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Municipality in accordance herewith, provided that such holder shall give the Monitoring Agent and the Municipality prompt notice of any such claim and shall not object to the intervention by the Municipality in any proceeding relating thereto.) In order to determine the Maximum Resale Price of the Property at the time of foreclosure or other proceeding, the Municipality may, at its own expense, obtain an appraisal of the fair market value of the Property satisfactory to such holder. The Maximum Resale Price shall be equal to the appraised fair market value so obtained, multiplied by the Discount Rate assigned to the Property. If the holder disagrees with such appraised value, the holder may obtain a second appraisal, at the holder's expense and the Maximum Resale Price shall be equal to the average of the two appraisal amounts multiplied by the Discount Rate. To the extent the Grantee possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Municipality.

5. Covenants to Run With the Property: (a) The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Municipality, the Municipality's agents, successors, designees and assigns the right of first refusal to purchase the Property as set forth herein, and to the Monitoring Agent and the Municipality the right to enforce the rights and restrictions, covenants and agreements set forth in this Deed Rider. The Grantor and the Grantee hereby grant to the Monitoring Agent and the Municipality the right to enter upon the Property for the purpose of enforcing any and all of the restrictions, covenants and agreements herein contained, and of taking all actions with respect to the Property which the Monitoring Agent and/or Municipality may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions, covenants and agreements set forth herein. The rights hereby granted to the Monitoring Agent and the Municipality shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Monitoring Agent or to the Municipality for enforcement of the restrictions, rights, covenants and agreements set forth in this Deed Rider. It is intended and agreed that all of the agreements, covenants, rights and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property for the benefit of and enforceable by the Monitoring Agent and/or the Municipality, the Monitoring Agent' and/or Municipality's agents, successors, designees and assigns for a period which is the shortest of (i) ninety-nine years from the creation of the restriction, (ii) upon the recording of a Compliance Certificate, or (iii) upon the recording

of an Eligible Purchaser Certificate and a new Deed Rider executed by the eligible purchaser referenced in the Eligible Purchaser Certificate, which new Deed Rider the Eligible Purchaser Certificate certifies is in form and substance satisfactory to the Municipal Purchaser Certificate as set forth herein. The Monitoring Agent shall be entitled to a fee of one-half of one percent of the established maximum sales price of the unit to the Municipality or an eligible purchaser for the services performed according to the Monitoring Services Agreement (and referenced in the Regulatory Agreement). This fee shall be paid by the Grantee as a closing cost at the time of closing.

(b) This Deed Rider and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be an affordable housing restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c. 184, §§ 26, 31, 32, and 33.

(c) The Grantee intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Deed Rider and the covenants, agreements, rights and restrictions contained herein shall be and are covenants running with the land, encumbering the Property for the term of this Deed Rider, and are binding upon the Grantee's successors in title, (ii) are not merely personal covenants of the Grantee, and (iii) shall bind the Grantee, its successors and assigns and enure to the benefit of the Municipality and their successors and assigns for the term of the Deed Rider. Grantee hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(d) Without limitation on any other rights or remedies of the Grantor, the Monitoring Agent, the Municipality, their agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Deed Rider, shall, to the maximum extent permitted by law, be voidable by the Municipality or the Monitoring Agent, their agents, successors, designees and assigns by suit in equity to enforce such rights, restrictions, covenants, and agreements.

6. Notice: Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set for below, or such other addresses as may be specified by any party by such notice.

Municipality: Town of Nantucket  
Town Administrator  
Nantucket, MA

Grantor: Nantucket Homes for People, Inc.  
10 Turnpike Rd.  
Southborough, MA 01772

Grantee:

**Monitoring Agent:** CHAPA  
18 Tremont St. Suite 401  
Boston, MA 02108

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

7. **Further Assurances:** The Grantee agrees from time to time, as may be reasonably required by the Monitoring Agent or the Municipality, to furnish the Monitoring Agent and the Municipality with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and all other information pertaining to the Property or the Grantee's eligibility for and conformance with the Regulatory Agreement for this Project.

8. **Waiver:** Nothing contained herein shall limit the rights of the Monitoring Agent and/or the Municipality to release or waive, from time to time, in whole or in part, any of the rights, restrictions, covenants or agreements contained herein with respect to the Property. Any such release or waiver must be made in writing and must be executed by the Monitoring Agent and/or the Municipality or designee.

9. **Severability:** If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

10. **Responsibility of the Monitoring Agent.** The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

11. **Indemnity.** The Developer agrees to indemnify and hold harmless the Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent by reason of its relationship with the Project under this Agreement and not involving the Monitoring Agent acting in bad faith and with gross negligence.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

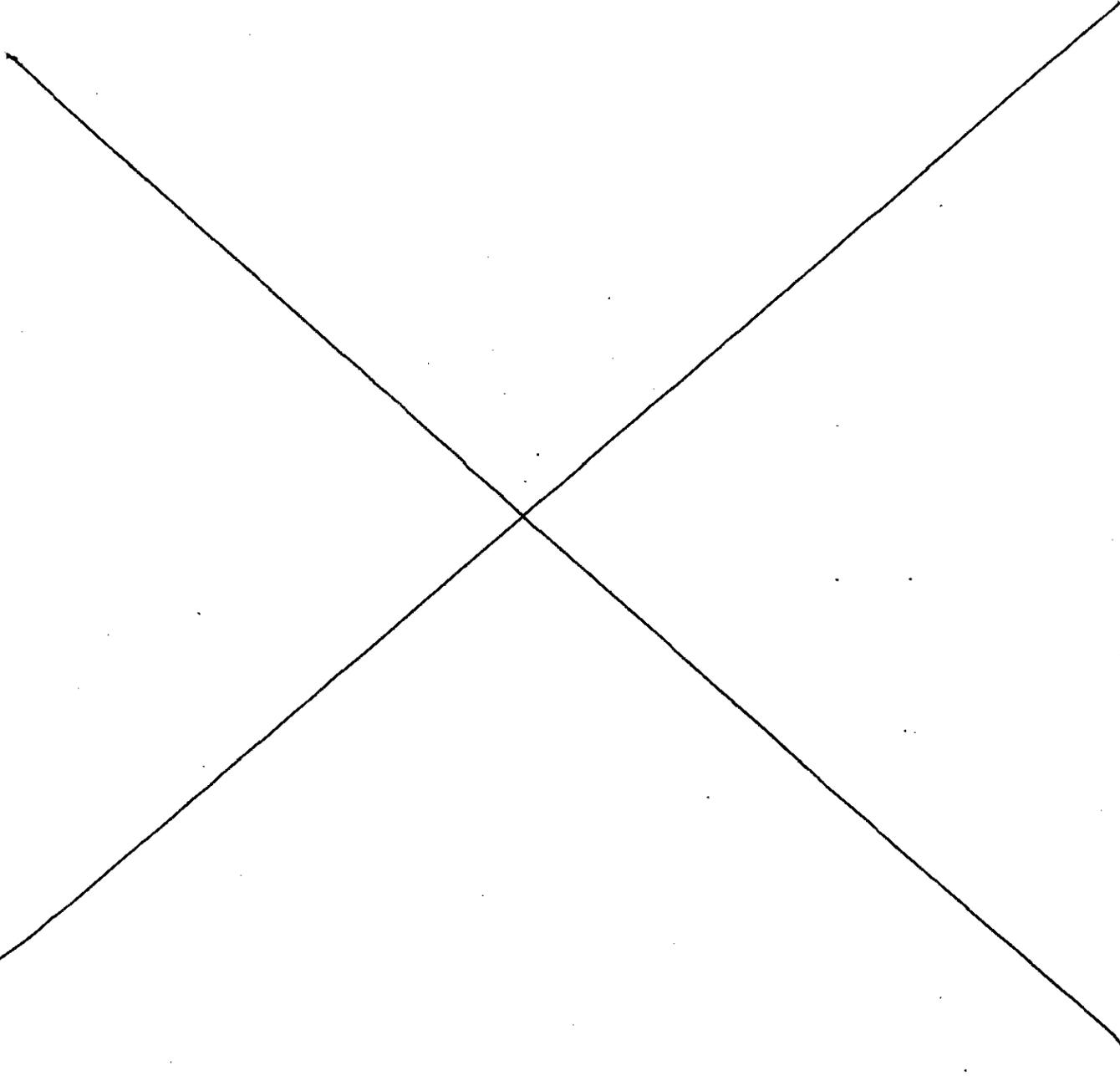
Grantor:

By \_\_\_\_\_

Name  
Title

Grantee:

By \_\_\_\_\_  
Name  
Title



COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss \_\_\_\_\_, 200\_

Then personally appeared the above-named \_\_\_\_\_, Grantor, and acknowledged the foregoing instrument to be his/her free act and deed, before me.

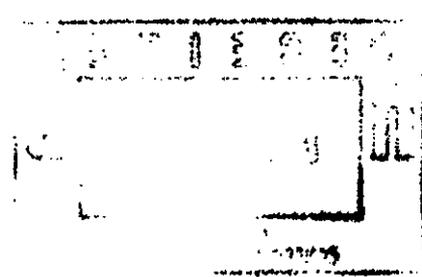
\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

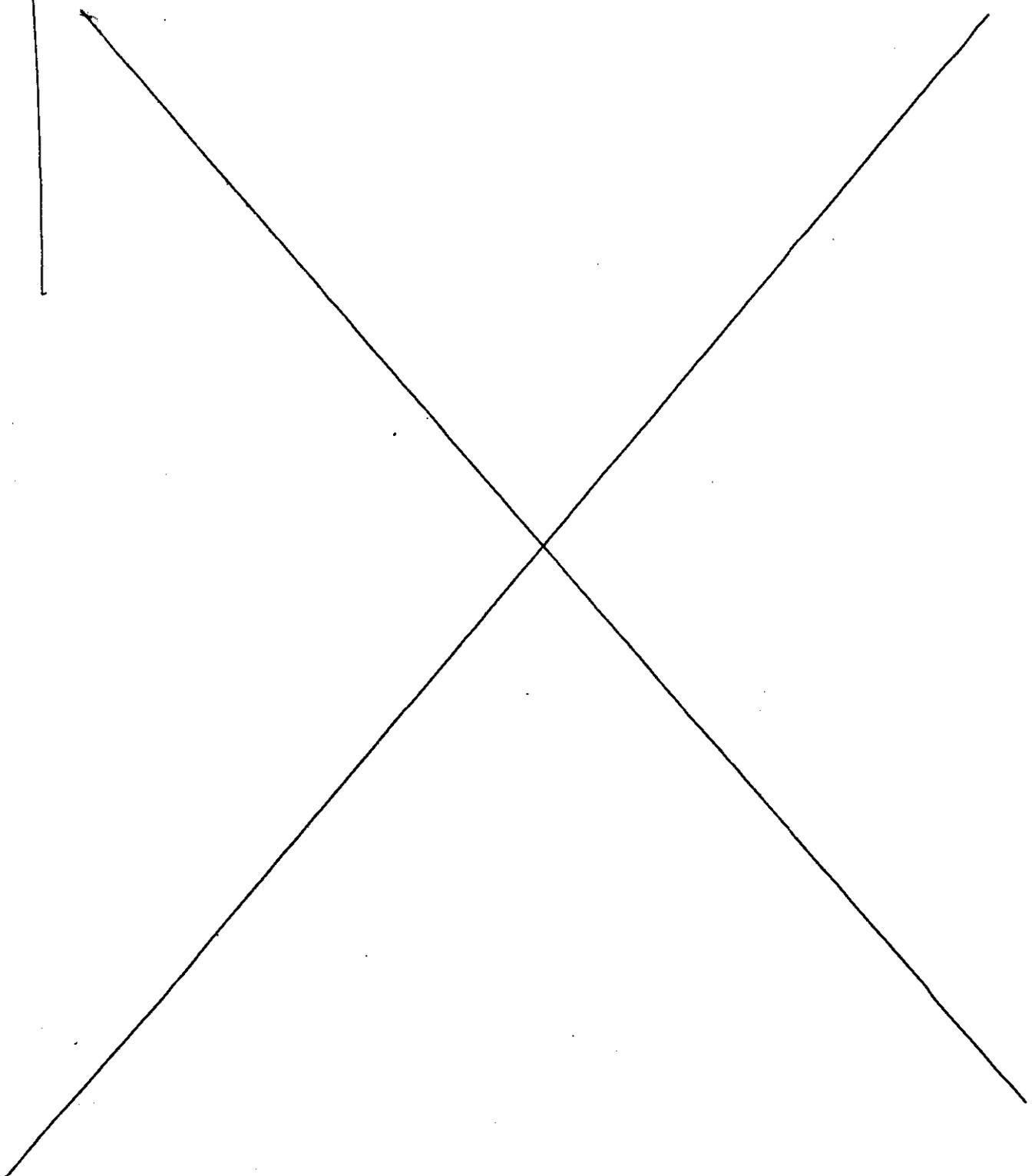
County of \_\_\_\_\_, ss \_\_\_\_\_, 200\_

Then personally appeared the above-named \_\_\_\_\_, Grantee(s), and acknowledged the foregoing instrument to be his/her free act and deed, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:



**Exhibit F  
Compass Rose  
Regulatory Agreement**



**PROPOSED REGULATORY AGREEMENT**

**[FHLBB-NEW ENGLAND FUND]  
For Ownership Projects**

This Regulatory Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_ by Nantucket Homes for People , a Massachusetts Not-for-Profit Corporation having an address at 10 Turnpike Rd. Southborough, MA. 01772 ("Developer") and Citizen's Bank (the "Member"), a member institution of the Federal Home Loan Bank of Boston.

**BACKGROUND:**

- A. The Developer intends to construct a 36-unit homeownership development on a four acre site on Folger Avenue in Nantucket, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");
- B. The Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals for the Town of Nantucket (the "Municipality") under Chapter 40B of the Massachusetts General Laws, which permit is recorded at the Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_;
- C. The Comprehensive Permit has specified that 9 units, or 25% of the total units in the Project will be affordable units (the "Affordable Units") and will be sold to households earning no more than eighty percent (80%) of the median income, by household size, for the Boston Primary Metropolitan Statistical Area (the "Base Income") as published from time to time by the Department of Housing and Community Development or successor agency ("DHCD"), and that those affordable units will remain affordable for a period of 99 years;
- D. The Project is being financed by the member with the proceeds from an advance provided by the Federal Home Loan Bank of Boston's New England Fund ("NEF") and the NEF requires that the project provide the number of Affordable Units described above;
- E. Pursuant to the requirements of the Comprehensive Permit and this Regulatory Agreement, the Developer has agreed to retain Citizens' Housing and Planning Association, Inc. (the "Monitoring Agent") to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement and compliance of the Developer with the Limited Dividend Requirement.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Member hereby agree and covenant as follows:

1. **Unit Distribution.** The distribution of the Affordable Units by unit size shall be as set forth below:

	<u>0 BR</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>4 BR</u>
Number of Units	_____	_____	3	6	_____
Maximum Sales Price	_____	_____	\$118,000	\$135,000.	_____
Discount Rate	_____	_____	_____	_____	_____

*The maximum sales price shall be established so that a household earning the Base Income for a family of four would pay no more than 30% of gross income for the sum of annual debt service on a mortgage of 90% of the sales price (including principal and interest) plus property taxes, insurance and any condominium/homeowner association fees. The Discount Rate shall be established by NEF lender's appraisal and NEF guidelines.*

2. **Affordability.** The Affordable Units shall be sold to households who have an annual income equal to or less than the Base Income. The Base Income will be adjusted from time to time according to DHCD guidelines. The maximum sales price for the Affordable Units at subsequent re-sales shall be determined by applying a discount rate, established at the time of initial sale, to the appraised value at the time of resale. The discount rate is the percentage of the unit's fair market value for which the unit sold, as determined by an appraiser at the time of the initial sale. This rate shall be applied to the fair market value of the unit at the time of resale, as determined by an appraiser retained by the seller of the Affordable Unit. The unit must be sold to a household earning no more than the Base Income.

3. **Deed Riders.** At the time of sale of the Affordable Units by the Developer, the Developer shall execute and shall as a condition of sale cause the purchasers of the Affordable Units to execute a deed rider in the form of Exhibit B attached hereto and made a part hereof (each a "Deed Rider"). Each Deed Rider shall require the unit owner at the time he/she desires to sell the Affordable Unit to notify the Monitoring Agent (CHAPA) of the discounted purchase price based on a appraisal ordered by the seller and more particularly described in the Deed Rider. The owner of the Affordable Unit must thereafter offer the unit to the Municipality which may or may not exercise its right-of-first refusal and if not, the seller must find a purchaser who meets the income guidelines.

If, despite using due diligence to do so, the Affordable Unit owner is unable to find an eligible purchaser within a (60) day period from the end of the Municipality's first (30) day right of first refusal, then said owner must again offer the unit to the Municipality which,

within thirty (30) days of notice of such offer may or may not exercise its second right —of-refusal: and if not , the seller can sell the unit to any person, regardless of his/her income and at any price, free of any future resale restrictions, provided that the difference between the actual resale price and the discounted purchase price shall be paid to the Municipality for deposit in an affordable housing fund to be used by the Municipality to support other affordable housing within the municipality.

The Deed Rider shall require the Affordable Unit owner and any purchaser to execute at the time of resale a similar Deed Rider which shall be attached to and made a part of the deed from the owner to the purchaser, so that the affordability of each Affordable Unit will be preserved each time that subsequent resale of the Affordable Unit occurs during the period of affordability as specified in Section 11 of this Agreement ("the term")..

4. **Dividend Limitation.** Developer agrees that the profit to the Developer or to the partners, shareholders, or other owners of Developer or of the Project shall not exceed twenty percent (20%) of total development costs of the Project, exclusive of development fees (the "Allowable Profit"). Upon issuance of a final Certificate of Occupancy for all of the units in the Project, the Developer shall deliver to the Monitoring Agent an itemized statement of total development costs together with a statement of gross sales revenues from the Project received by the Developer to date certified by the Developer ("Certified Cost and Income Statement"). "Profit", when calculated by the Monitoring Agent to determine the Allowable Profit, shall be measured as the excess of certified income, less any brokerage commissions and selling expenses over certified costs and less all development costs related to the project except costs incurred by the developer as administrative and overhead expenses (which shall be considered as part of Developer Profit). Acceptable development costs include, but are not limited to, the cost of site acquisition, defined as that value which can be underwritten by the Project and which can be supported by the Member's appraisal upon which its construction loan is based.

If all units in the Project have not been sold as of the date the Certified Cost and Income Statement is delivered to the Monitoring Agent, the Developer shall at least once every ninety (90) days thereafter, until such time as all of the units are sold, deliver to the Monitoring Agent an updated Certified Cost and Income Statement. After all units in the Project have been sold, the Developer shall deliver to the Monitoring Agent a final Certified Cost and Income Statement. All profits from the Project in excess of the Allowable Profit shall be paid by the Developer to the Municipality for deposit in an affordable housing fund to be used by the Municipality for the purposes of encouraging, creating or subsidizing the construction or rehabilitation of affordable housing elsewhere in the Municipality.

5: **Affirmative Marketing.** The Developer shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin or any other basis prohibited by law in the selection of the buyers for the Affordable Units. The Developer shall affirmatively market the Affordable Units to minority households through direct outreach efforts to local churches, social service and civic organizations as well as local and

area-wide newsprint media where minority households are most likely to be contacted. This outreach effort must continue for a period of at least 60 days prior to the selection of buyers for the Affordable Units. The Developer agrees to maintain for at least five (5) years following the sale of the Affordable Units, a record of all newspaper ads, outreach letters, translations, leaflets and any other outreach efforts, which may be inspected by the Monitoring Agent or the Municipality at any time upon request..

6. Recording. Upon execution hereof, the Developer shall immediately cause this Agreement to be recorded with the Registry of Deeds for the County where the Project is located and/or, if the Project consists in whole or in part of registered land, to be filed with the Registry District of the Land Court for the County where the Project is located. Upon recording and/or filing as applicable, the Developer shall immediately transmit to the Bank and the Monitoring Agent evidence of such recording and/or filing.

7. Representations. The Developer hereby represents, covenants and warrants as follows:

- (a) The Developer (i) is a Not-for-Profit Corporation duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own properties and assets and to carry on its business as now being conducted, and (iii) has full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the Project free and clear of any lien or encumbrance, subject to the encumbrances created pursuant to this Agreement, any loan documents relating to the Project, or other permitted encumbrances.

8. Governing Law/Amendments/Severability. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof. Reference to days in this agreement shall mean calendar days except as otherwise noted herein.

9. Monitoring Agent. The Developer shall retain the Monitoring Agent for purposes of monitoring Developer's performance hereunder pursuant to an agreement acceptable to the Monitoring Agent and the Member. All notices and reports required to be submitted hereunder shall be submitted directly to the Monitoring Agent. The Monitoring Agent shall have authority to act in all matters relating to this Agreement.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

Developer:

Nantucket Homes for People, Inc.  
10 Turnpike Rd.  
Southborough, MA 01772

Monitoring Agent:

Citizens Housing and Planning Association, Inc.  
18 Tremont Street  
Boston, Massachusetts 02108

11. Term. The term of this Agreement shall be ninety-nine (99) years, provided that, after conveyance of any unit to an eligible purchasing household, this Agreement shall terminate with respect to that unit if that unit is acquired by foreclosure or instrument in lieu of foreclosure so long as the holder of the mortgage on that unit has given the Bank and the Monitoring Agent and the Municipality not less than sixty (60) days' prior written notice of the holder's intention to foreclose the mortgage or to accept an instrument in lieu of foreclosure.

Upon the expiration of the term of this Agreement, each of the then owners of Affordable Units shall be bound to pay to the Municipality all proceeds of sale in excess of the discounted purchase price upon sale of such Unit, which sale shall be at arms length and for fair market value of such Unit.

12. Successors and Assigns. The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the

Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

13. Default. If any default, violation or breach by the Developer hereunder is not cured to the satisfaction of the Monitoring Agent within thirty (30) days after notice to the Developer thereof, then the Monitoring Agent may send notification to the Member and the FHLBB that the Developer is in violation of the terms and conditions hereof. The Member may exercise any remedy available to it. The Municipality or the Monitoring Agent may also exercise any legal remedy available to it. The Developer shall pay all costs and expenses, including legal fees, incurred by Monitoring Agent in enforcing this Agreement and Developer hereby agrees that the Member and its agents, including the Monitoring Agent, shall have a lien on the Project to secure payment of any such costs and expenses. The Monitoring Agent, may perfect such a lien on the Project by recording a certificate setting forth the amount of the costs and expenses due and owing in the Registry of Deeds or the Registry District of the Land Court for the county in which the Project is located. A purchaser of the Project or any portion thereof shall be liable for the payment of any unpaid costs and expenses which were the subject of a perfected lien prior to the purchaser's acquisition of the Project or portion thereof.

14. Mortgagee Consent. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed a consent to this Agreement.

15. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

16. Indemnity The Developer agrees to indemnify and hold harmless the Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent by reason of its relationship to the Project under this Agreement and not involving the Monitoring Agent acting in bad faith and with gross negligence

17. Amendments. This Agreement shall not be amended without written consent of the Monitoring Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first above written.

DEVELOPER:

MEMBER:

\_\_\_\_\_

\_\_\_\_\_

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

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

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

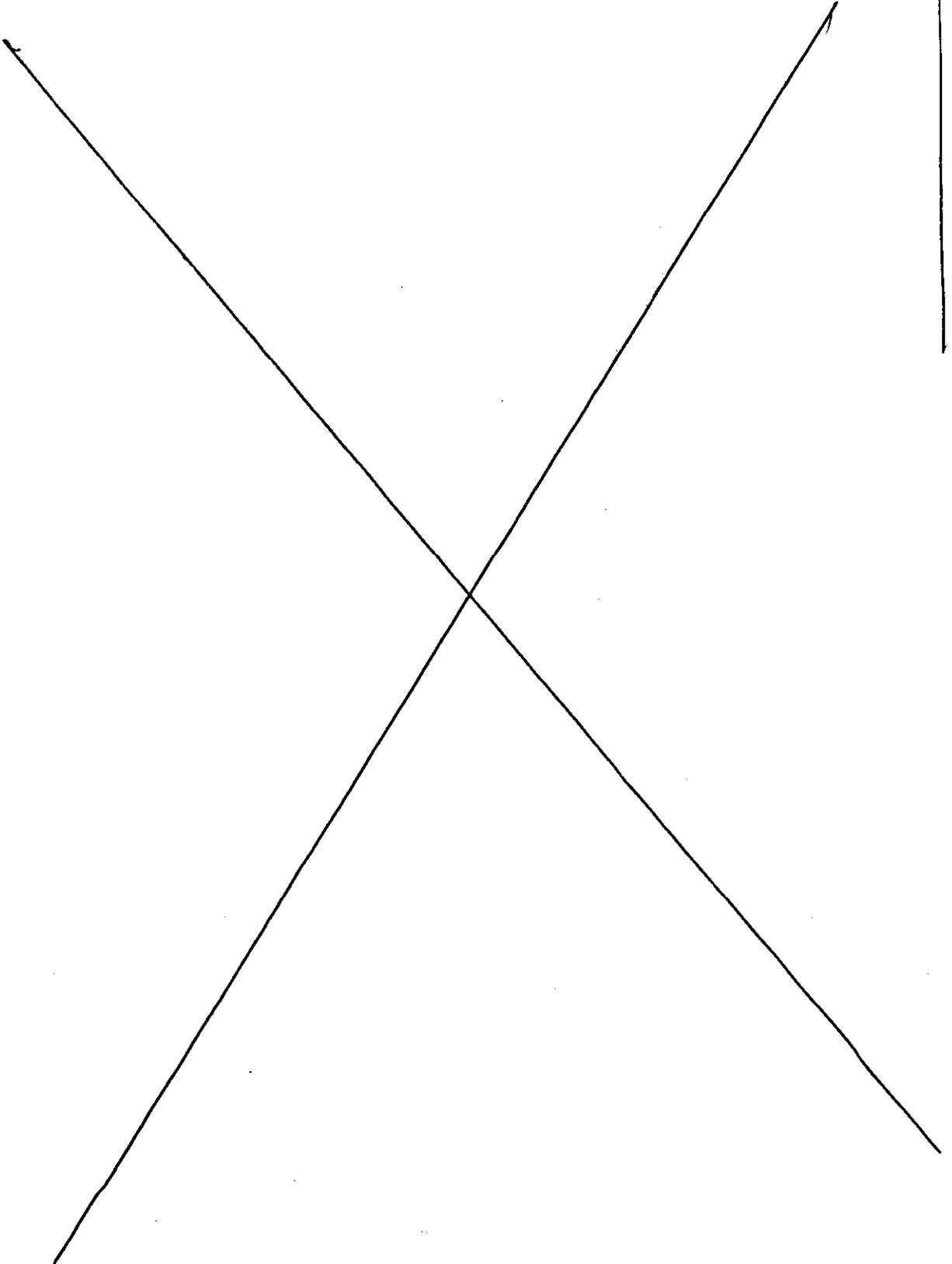
\_\_\_\_\_, 200\_\_

Then personally appeared the above-named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ and acknowledged the foregoing instrument to be the free act and deed of \_\_\_\_\_, before me.

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

334383

**Exhibit G  
Compass Rose  
Pro Forma**



**COMPASS ROSE**  
**Nantucket, MA**  
**DEVELOPMENT BUDGET**

32 UNITS

Feb. 14, '01

PER UNIT

TOTAL

**HARD COSTS**

Acquisition	26,523	848,750
Site Development-Foundations/Landscaping	27,957	894,620
Utilities/Drainage (+off-site work)	24,113	771,600
Construction	152,650	4,884,800
Contingency	10,236	327,551
Sub-Total Hard Costs	241,479	7,727,321

**SOFT COSTS**

Permits/surveys/sewer tie-in fees	1,000	32,000
archt/engin	1,219	39,000
site engin (envir + civil)	2,563	82,000
legal/title & recording	2,511	80,350
insurance	563	18,000
taxes	458	14,600
brokerage fees	3,125	100,000
financing/applic fees	1,750	56,000
clerk of the works	1,063	34,000
inspecting engineer	1,438	46,000
accounting/audits	438	14,000
marketing-affordable units	138	4,400
construction loan interest	7,331	234,600
soft cost contingency	813	26,000
Development consultant	2,031	65,000
Sub-total Soft Costs	26,436	845,950

**TOTAL DEVELOPMENT COSTS**

267,915

8,573,271

**SOURCES**

<b>HOME GRANT (ESTIMATE)</b>			350,000	
<b>MODERATE INCOME UNITS - I</b>	2	103,000	206,000	6.3%
<b>MODERATE INCOME UNITS - II</b>	1	118,000	118,000	3.1%
<b>MODERATE INCOME UNITS - III</b>	5	135,000	680,000	15.7%
<b>SENIOR &amp; DISABLED UNITS</b>	1	235,000	235,000	3.1%
<b>MARKET UNITS - I</b>	3	295,000	885,000	9.4%
<b>MARKET UNITS - II</b>	20	349,500	6,990,000	62.5%

**GROSS SALES REVENUES**

9,464,000

100.0%

**PROFIT (LOSS)**

890,729

**PERCENTAGE PROFIT**

10%

**AFFORDABLE UNITS**

Development Fee	(257,198)	3.0%
Junkyard Cleanup	(455,000)	
Net Surplus	178,531	1.9%

**COMPASS ROSE**  
Nantucket, MA  
**DEVELOPMENT BUDGET**

36 UNITS

Nov-4-2000

PER UNIT

TOTAL

**HARD COSTS**

Acquisition	23,576	548,750
Site Development-Foundations/Landscaping	26,800	964,800
Utilities/Drainage (+off-site work)	21,433	771,600
Construction	152,650	5,495,400
Contingency	10,044	361,590
Sub-Total Hard Costs	234,504	8,442,140

**SOFT COSTS**

Permits/surveys/sewer tie-in fees	1,000	36,000
archt/engin	1,063	39,000
site engin (envir + civil)	2,278	82,000
legal/title & recording	2,356	84,800
insurance	500	18,000
taxes	406	14,600
brokerage fees	2,778	100,000
financing/applic fees	1,556	56,000
clerk of the works	944	34,000
inspecting engineer	1,278	46,000
accounting/audits	389	14,000
marketing-affordable units	122	4,400
construction loan interest	6,739	242,600
soft cost contingency	722	26,000
Development consultant	1,806	65,000
Sub-total Soft Costs	23,956	862,400

**TOTAL DEVELOPMENT COSTS**

258,459

9,304,540

**SOURCES**

MODERATE INCOME UNITS - I	3	103,000	309,000	8.3%
MODERATE INCOME UNITS - II	2	118,000	236,000	5.5%
MODERATE INCOME UNITS - III	4	136,000	544,000	11.1%
SENIOR & DISABLED UNITS	1	235,000	235,000	2.7%
MARKET UNITS - I	3	295,000	885,000	8.3%
MARKET UNITS - II	23	349,500	8,038,500	63.8%

**GROSS SALES REVENUES**

10,247,500

100.0%

**PROFIT (LOSS)**

942,960

**PERCENTAGE PROFIT**

10%

**AFFORDABLE UNITS**

Development Fee  
Junkyard Cleanup

(279,136)  
(455,000)

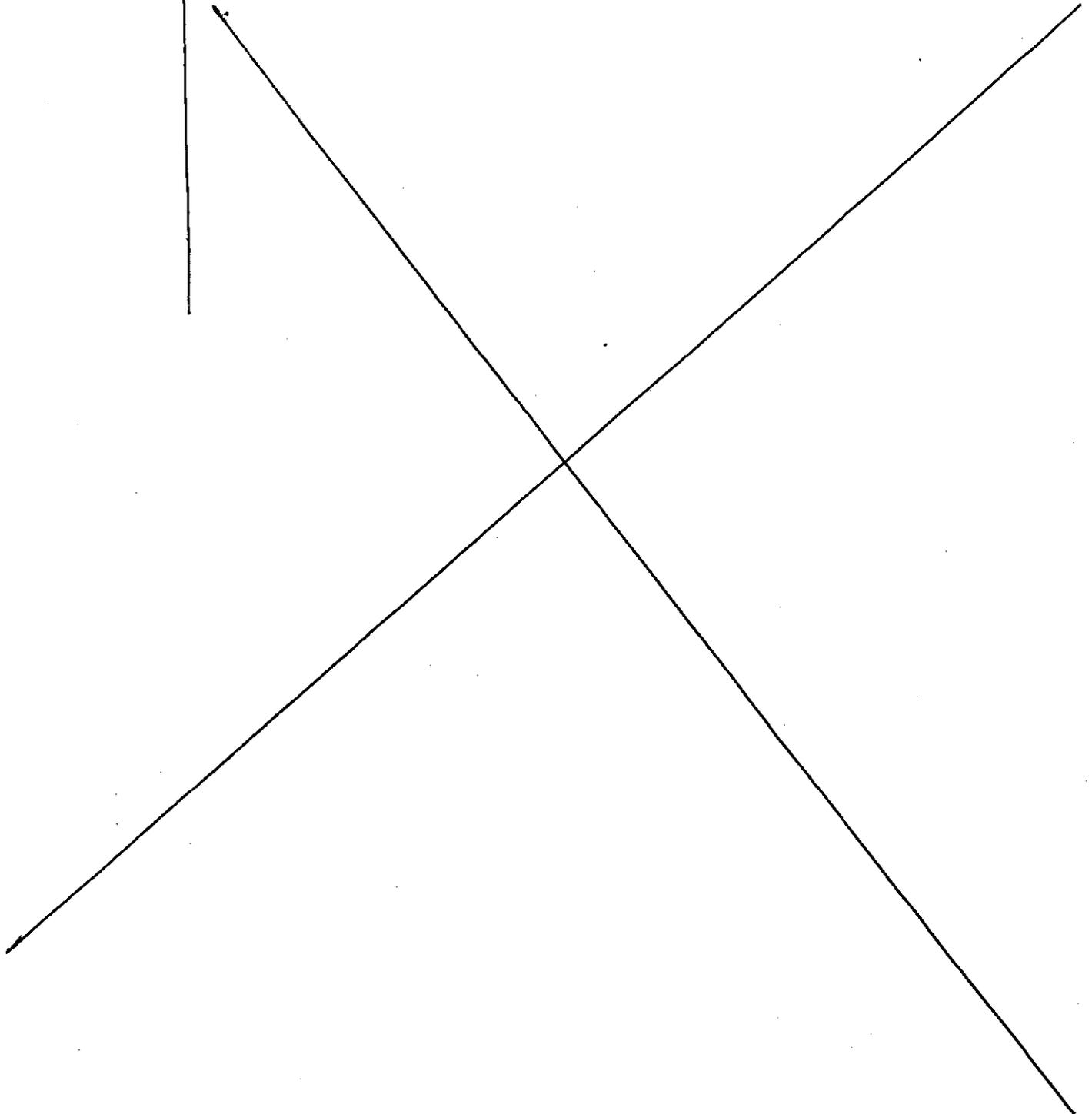
3.0%

Net Surplus

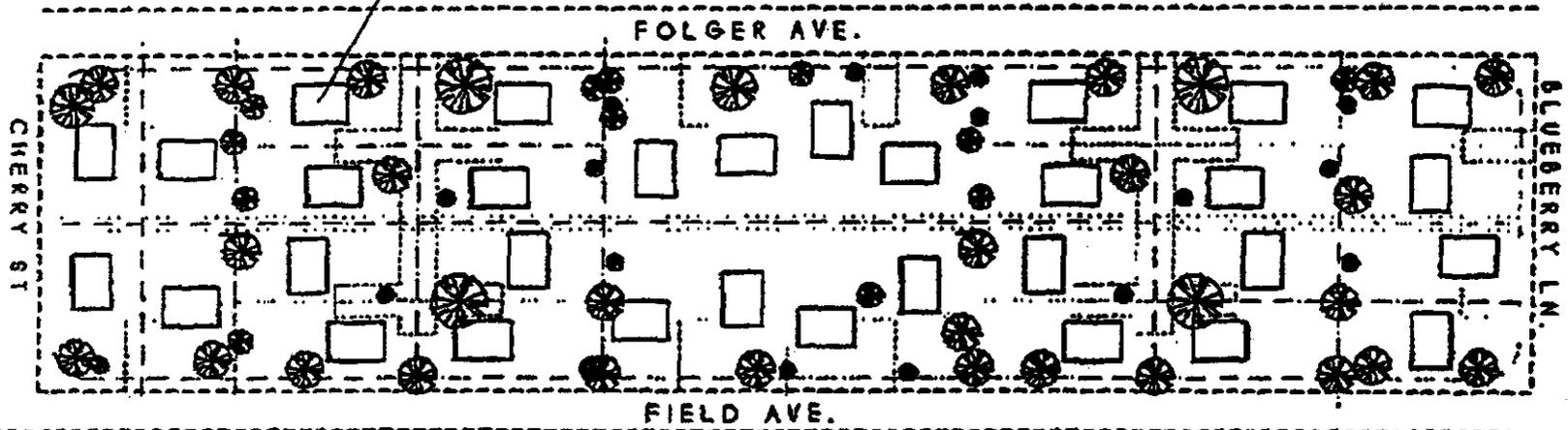
208,824

2.0%

**Exhibit H  
Compass Rose  
Landscaping Plan**



SITE FOR PRELIMINARY LANDSCAPE SCHEMATIC



**NANTUCKET HOMES FOR PEOPLE**

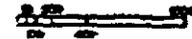
Proposed Site Plan

REV 1/02/01

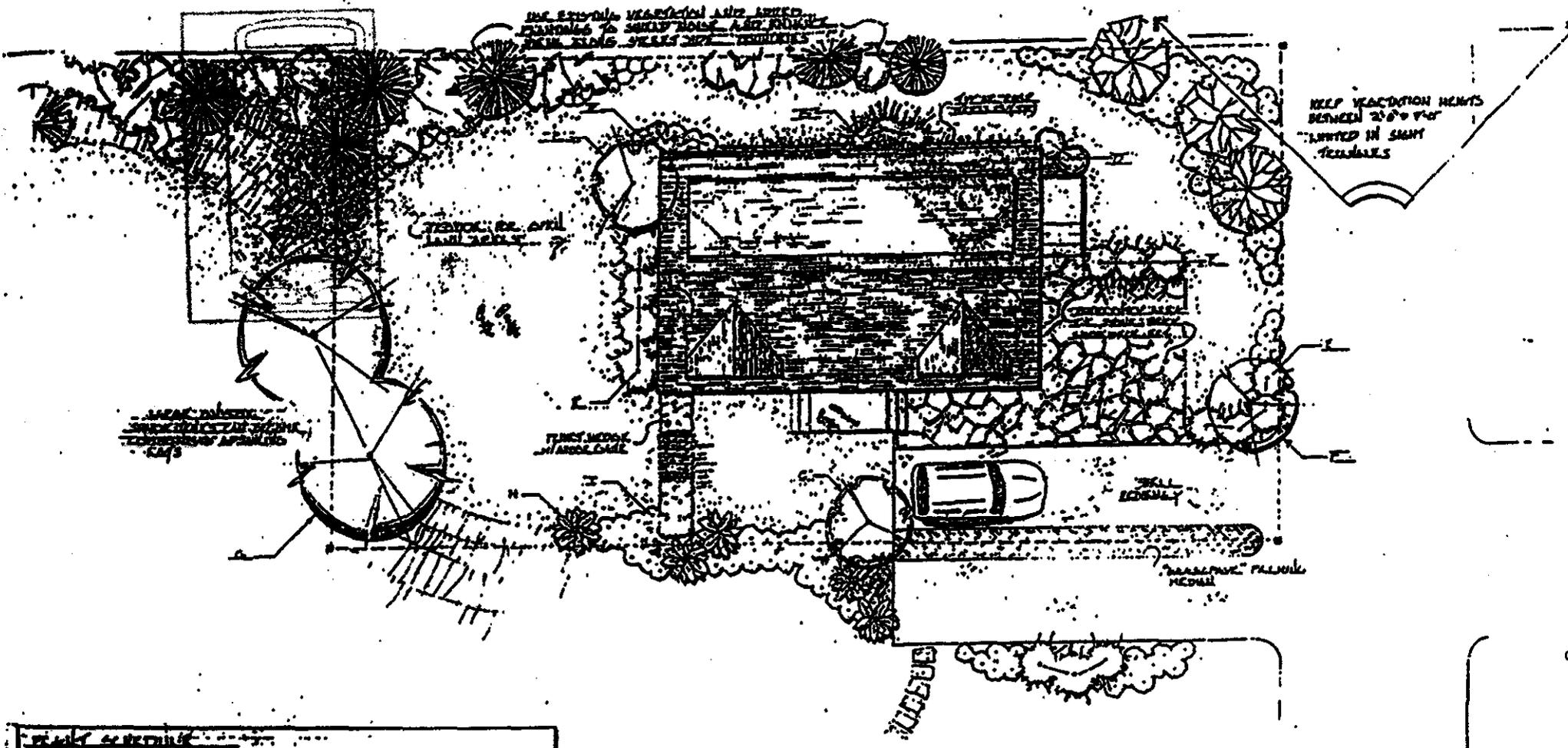
TOTAL UNITS 32  
TOTAL PARKING 64  
LOT AREA APPROX 13,700 SF.

SETBACK FROM BLUEBERRY LN & CHERRY ST: 15 FT.  
SETBACK FROM FOLGER AVE & FIELD AVE: 10 FT.

----- Proposed Property Line  
----- Proposed Utility Easement  
----- Approx Edge of Road



FDLGER AVE.



PLANT SCHEDULE

NO.	SYMBOL	PLANT NAME	PLANT CHARACTERISTICS
1	[Symbol]	SPRING BLOSSOM	...
2	[Symbol]	...	...
3	[Symbol]	...	...
4	[Symbol]	...	...
5	[Symbol]	...	...
6	[Symbol]	...	...
7	[Symbol]	...	...
8	[Symbol]	...	...
9	[Symbol]	...	...
10	[Symbol]	...	...
11	[Symbol]	...	...
12	[Symbol]	...	...
13	[Symbol]	...	...
14	[Symbol]	...	...
15	[Symbol]	...	...
16	[Symbol]	...	...
17	[Symbol]	...	...
18	[Symbol]	...	...
19	[Symbol]	...	...
20	[Symbol]	...	...

PRELIMINARY LANDSCAPE SCHEMATIC

LANDSCAPE NAMES FOR PEOPLE

DATE: ...

SCALE: ...

PROJECT: ...

STREET: ...

NANTUCKET COUNTY Received & Entered  
 Attested: Jennifer H. Fergerson Register of Deeds



2007 00003406

Bk: 1105 Pg: 28 Page: 1 of 22  
Doc: DOPC 09/28/2007 11:56 AM

DECLARATION OF PROTECTIVE COVENANTS  
FOR ABREM QUARY

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR ABREM QUARY**

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration" or "Restrictions"), made, published, and declared as of this 26<sup>th</sup> day of September, 2007, by and between Nantucket Homes for People, Inc. (the "Developer"), and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property;

WHEREAS, Developer is the owner of certain real property in Nantucket, Nantucket County, Massachusetts known as Abrem Quarry, which is shown on the Plan in Book 17, Page 50 – as Plan No. 2006-90. (hereinafter the "Property")

WHEREAS, it is to the benefit, interest, and advantage of Developer and of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, restrictions, assessments, and liens governing and regulating the use and occupancy of such property be established, fixed, and set forth and declared to be covenants running with the land;

WHEREAS, the Developer, now desires to supersede any restrictions that may presently exist with respect to the property described herein, except for those conditions specifically provided in the Comprehensive Permit, dated April 27, 2001, as modified by the Letter of Intent (the "LOI"), dated, July 26, 2002, and by the Regulatory Agreement, recorded with the Nantucket Registry of Deeds in Book 1064, Page 105, and to establish restrictions applicable to such property in accordance with the terms of this Declaration;

NOW, THEREFORE, in consideration of the promises and covenants, Developer, together with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the Property agree that the Property shall be hereinafter subjected to the following restrictions, covenants, conditions, assessments, and liens (collectively, the "Restrictions") relating to the use and occupancy thereof and relating to the use, occupancy, and maintenance of such portions of the same as at present or in the future shall be designated as common areas, said Restrictions to be construed and intended as a common scheme and as covenants running with the land which shall be binding on all parties having or acquiring any right, title, or interest in or to any lot with in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

**ARTICLE 1**  
**DEFINITIONS**

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

- 1.1 "Affordable Units" shall mean the single-family dwellings to be constructed upon Lots 2, 9, 11, 16, 20, 23 and 26 as they are identified on the Plan.
- 1.2 "Association" shall mean and refer to the trustees and beneficiaries of ABREM QUARY OWNERS ASSOCIATION TRUST, a trust organized and existing under the laws of the Commonwealth of Massachusetts, its successors and assigns.
- 1.3 "Comprehensive Permit" shall mean the decision entered by the Nantucket Zoning Board of Appeals in its File No. 066-00, dated April 27, 2001, as modified pursuant to the "Letter of Intent," dated July 26, 2002 (hereinafter, the "LOI"), and recorded with the Nantucket Registry of Deeds in Book 1057, Page 267.
- 1.4 "Declaration" shall mean and refer to this Declaration of Protective Covenants applicable to the Property identified on the Plan, which is to be recorded in the Nantucket Registry of Deeds.
- 1.5 "Developer" shall mean and refer to Nantucket Homes for People, Inc. (NHFP"), a Massachusetts non profit corporation having a principal place of business in Southborough, Massachusetts, its successors and assigns.
- 1.6 "Lot" shall mean and refer to any plot of land to be used for single-family residential purposes and so identified and numbered on the Plan.
- 1.7 "Member" shall mean and refer to any person who shall be an Owner and, as such, a member of the Association.
- 1.8 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Lot or portion of a Lot, excluding, however, those parties having such interest merely as security for the performance of an obligation.
- 1.9 "Occupant" shall mean and refer to any person or persons in possession of a Lot other than an Owner.
- 1.10 "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

1.11 "ABREM QUARY" shall mean and refer to that certain residential community which is being developed on real property now owned by the Developer in Nantucket County, Nantucket, Massachusetts, as shown on the Plan.

1.12 "Plan" shall mean and refer to the plan entitled "Subdivision Plan of Land Abrem Quarry Folger Ave Nantucket MA," dated September 28, 2006, prepared by Coler & Colantonio, Engineers and Scientists, Inc., 101 Accord Park, Norwell, MA 02061," which plan is duly recorded in the Nantucket Registry of Deeds in Plan Book 17, Page 50 as Plan No. 2006-90.

1.13 "Property" shall mean and refer to any and all of that certain real property now or which may hereafter be brought within that certain residential subdivision being developed by the Developer in Nantucket County, Nantucket, Massachusetts, which subdivision is and shall be commonly known as ABREM QUARY and which is identified on the Plan.

1.14. "Restrictions" shall mean the restrictions imposed by this Declaration of Protective Covenants.

1.15 "Roadways" shall mean the thoroughfares known as Field Avenue, Folger Avenue, Cherry Street and Blueberry Lane as shown upon the Plan.

1.16. "Town" shall mean the town of Nantucket, Massachusetts, and any of its subdivisions.

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

1.18 "Regulatory Agreement" shall mean the provisions of the document filed with the Nantucket Registry of Deeds in Book 1064, Page 105.

1.19 "Market-Rate Units" shall mean all Lots identified on the Plan, except those Lots identified in Section 1.1 herein as "Affordable Units."

1.20 "Dwelling Unit" shall mean the one single-family habitable structure located on each Lot, as allowed pursuant to the Comprehensive Permit, LOI and these Restrictions.

1.21 "Nantucket Historic District Commission" (hereinafter, the "HDC") shall mean the Historic District Commission for the Town of Nantucket, as created pursuant to Chapter 395 of the Acts of 1970, as amended.

## **ARTICLE 2**

### **RECITALS**

2.1 **General Purpose.** The general purpose of this instrument is to restrict the use of the Property, and of each Lot, so that the development of the Property and each Lot is done in conformity with the conditions of approval by the Nantucket Zoning Board of Appeals as set forth in the Comprehensive Permit and LOI. Furthermore, it is the purpose of this instrument to establish easements to enable the utilization of the Property and Lots in an appropriate manner for the mutual benefit and enjoyment of the Owners.

2.2 **Fulfillment of Conditions of Approval.** In addition to the general purpose stated in Section 2.1, it is the further purpose of this instrument to establish Protective Covenants that have been required by the Nantucket Zoning Board of Appeals in connection with its approval of the Comprehensive Permit, LOI and the Plan.

2.3 **Properties Subject to this Declaration.** The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Nantucket, Nantucket County, Massachusetts and is more particularly described and shown on the Plan, which is made a part hereof by this reference.

## **ARTICLE 3**

### **ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS**

3.1 **General.** The Property shall be subject to the following Restrictions, as set forth in this Article.

3.2 **Structures upon Lots.** All units shall be single family dwellings on lots of approximately 6,000 to 6,500 sq. ft. and shall be owned in fee simple.

3.3 **Approval of Plans.** (a) No reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature permitted under this Declaration shall be constructed without obtaining prior written approval of Developer as to the location, plans, and specifications therefor. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated planed work, two (2) complete sets of building plans and specifications shall be submitted. Developer shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. It is expressly acknowledged that construction undertaken by Developer shall be conclusively deemed to comply with the foregoing.

(b) At such time as Developer divests itself of all Lots within the Property, the right of approval of plans for further construction, reconstruction, remodeling, alterations, and additions shall thereafter vest exclusively in the Association and in its Board of Trustees, or such committees of the Association as shall be appointed by its Board of Trustees.

(c) Developer, the Trustees, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that Developer, the Trustees or the Association fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval or disapproval by Developer or the Trustees shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Anything contained in this paragraph 3.3, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Trustees are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable provisions of the Comprehensive Permit as well as the ordinances and regulations established by the Town.

Developer or the Trustees, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If Developer or the Trustees shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved and signed by Developer or the Trustees, as the case may be. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Trustees or (ii) failure by Developer or the Trustees to respond to the request for variance. In the event Developer or the Trustees or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the Trustees. Neither Developer nor the Trustees shall have the authority to approve any variance except as expressly provided in this Declaration.

3.4 Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Trustees as provided in paragraph 3.3 above.

3.5 Improvement and Setback Restrictions. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by the Comprehensive Permit and as may be shown on the recorded Plan. For purposes of determining compliance with this requirement, porches, wing walls, eaves, and steps extending beyond the outside wall of a structure shall be considered a part of the structure. No encroachment upon any utility easements shall be authorized or permitted.

3.6 Re-subdivision of Lots. No unit may be expanded beyond the original building envelope.

3.7 Roofing Material. All units shall be sheathed in clear or better cedar shingles, using high quality construction materials and techniques, all in accordance with the rules and regulations of the Nantucket Historic District Commission and all applicable codes and laws, except those for which an exception was granted through the Comprehensive Permit process.

3.8 Exterior Appearance. No clothing, laundry, rugs or similar items shall be hung from any window or exterior portion of a dwelling unit, or otherwise be left or placed in such a way as to be exposed to public view. No statuary is permissible in public view. External planters in public view may not exceed 18 inches in any dimension. No object shall be kept on lawns or landscaped areas of any Lot. American flags may be displayed by any Owner, but the size of said flag shall not exceed 3 x 5 feet. In all cases any items in public view must be in good condition and well maintained.

3.9 Signs and Advertisements. No commercial signs of any kind, including "For Rent" or "For Sale" signs shall be posted. The Trustees shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

3.10 Use of Temporary Structures. No Owner or Occupant may add outbuildings, secondary dwelling units, apartments, or garages. Fences and sheds for the storage of garbage receptacles, lawnmowers, bicycles, toys and similar items may only be allowed by written consent of the Association, and must be constructed in compliance with all building codes and HDC guidelines.

3.11 Storage of Automobiles, Boats, Trailers and Other Vehicles. No unregistered, uninsured or inoperable vehicles shall be allowed on the Property overnight, nor shall any trailer, boat, recreational vehicle, or camper be so allowed. Furthermore, no automobile, truck, motorcycle, moped or any other motorized vehicle shall be allowed to park overnight on any portion of Folger Avenue, Field Avenue, Cherry Street, or Blueberry Lane. In addition, no boats or trailers shall be allowed to park at any time on any portion of Folger Avenue, Field Avenue, Cherry Street, and Blueberry Lane.

3.12 Outside Lighting. There shall be only low-wattage, unidirectional, downward-facing exterior lighting, preventing glare onto adjacent property.

3.13 Antennae and Satellite Dishes. No Owner or Occupant shall install any wiring for electrical or telephone use, television antenna, computers, or other machine or equipment which protrudes through the walls or the roof of any dwelling unit, or is otherwise visible on the exterior of a dwelling unit, except as presently installed or as authorized by the Trustees. If any antennae or dish rises more than two (2) feet above the roofline of any dwelling unit, the Owner of said dwelling unit must receive prior approval from the Trustees and must conform said antennae or dish with all HDC requirements. Any antennae or dish installed on any dwelling unit shall be placed so as to minimize its view from all Roadways, and must be placed so as to minimize interference with other Owners' use. Any antennae or dish mounted on the rear of the any dwelling unit must be placed (a) out of view from all Roadways, and (b) be placed on the back edge of the roof of the dwelling unit. Any antennae or dish mounted on the front of the any dwelling unit must be placed (a) on the edge of the highest point of the front roof. All antennae or dish must be professionally installed. No antennae or dish shall be placed on the ground in a common area or on a mast in a common area.

3.14 Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of a Lot.

3.15 Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner and any Occupant of a Lot shall at all times have a duty to keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. The accumulation of garbage, trash or rubbish of any kind and the burning of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Trustees or their Agents, may enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Trustees and their Agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as an assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

3.16 Damage, Destruction or Maintenance. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows: (a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within 60 days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be

accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Trustees, as the case may be, in accordance with Article III hereof. (b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Trustees, as the case may be, in accordance with Article III hereof. In no event shall any damaged structure be left un-repaired and un-restored for in excess of sixty (60) days, from the date of the insurance adjustment.

3.17 Use of Premises. Each Lot shown on the Plan shall be used only for private, single-family residential purposes and not otherwise.

3.18 Use of Dwellings. No more than two (2) adult persons per bedroom may occupy any of the Affordable or Market-Rate Units. This condition shall not apply to minor children under eighteen (18) years of age, except that in no case shall total occupancy of either the Affordable or Market-Rate Units exceed three (3) persons per bedroom, including adults and minors. Habitable space shall not include attics and basements. Furthermore, no unit shall be occupied as a dormitory, employer dormitory, or like housing as such housing may be defined by the Nantucket Zoning Bylaw. No more than five (5) individuals unrelated by marriage are allowed to reside in any dwelling unit.

3.19 Animals and Pets. No more than one dog per dwelling unit shall be permitted. All dogs shall be leashed and owners shall be responsible for prompt removal and disposal of animal waste from their dogs from within the layout of Field and Folger Avenues, Cherry Street and Blueberry Lane, or any other neighborhood public or private way.

3.20 Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot without the written consent of the Trustees.

3.21 Rental of Units. No Affordable Units may be rented and must remain Owner-occupied, consistent with applicable deed restrictions and the Deed Riders to said Units. If the Market-Rate Units are Owner-occupied, the occupancy of said units may not change more than three (3) times per calendar year. For the purpose s of this condition, occupancy shall include Owner occupancy and tenancy of any length. Non-Owner occupied units shall not be leased for a term of less than twelve (12) months. All leases must be submitted to the Association to ensure compliance with the provisions of these Restrictions. No Owner of a Market-Rate Unit shall allow his or her unit to remain vacant for more than ninety (90) days in any calendar year.

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

3.23 Parking. There shall be no parking outside the lawfully constructed driveway and parking area upon any Lot. There shall be no parking on any of the Roadways or lawns of any Lot except in areas designated by the Association, consistent with the Comprehensive Permit. The Association retains the right to tow any vehicle not in compliance with this provision.

3.24 Yard Sales and other Activities. There shall be no yard sales, flea markets, fund raisers or similar activities conducted in or around a Lot or on the common area without the prior written approval of the Trustees.

3.25 Holiday Decorations. Holiday decorations may be installed by Owners for the period spanning December 1 through January 15, and are subject to the following conditions: (i) only white or clear mini-lights may be used in the bushes or trees adjacent to a dwelling unit; (ii) there shall be no flashing lights; (iii) window lights in interior windows of any dwelling unit may only be white or clear; (iv) ground spotlights are permissible, provided they are designed for exterior use only; (v) all power cables and outside lights must be designed and constructed for outdoor use; (vi) no power cables are to be laid over common drives, Roadways or any other common area; (vii) lights shall not be used to outline Lots or dwelling units; (viii) decorations of any kind are prohibited on the roofs or lawns of any Lot; and (ix) wreaths and swags shall be hung only on the exterior of the dwelling unit.

3.26 Governmental Restrictions. Each Owner shall observe all Town, State and Federal building codes, health regulations, zoning restrictions, and other regulations applicable to his or her Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

3.27 Fire Safety. Only properly approved, code-compliant wood or gas-stoves shall be installed and used in dwelling units. There shall be no fires within any dwelling unit. The venting of any properly approved, code-compliant wood or gas-stove shall be above the roof-ridge line of the dwelling unit and shall not alter the exterior appearance of the dwelling unit, with the exception of one HDC approved vent or chimney. Exterior grills are permitted, provided that they are located in the rear of the dwelling unit, are properly maintained and pose no threat or nuisance to other Owners. There is to be no loose storage of LP cylinders on any property.

3.28 Management Agent. The Trustee shall have the right to retain a management agent to assist in the management and operation of the Property. Owners are required to place the names and contact telephone numbers of their primary and secondary contacts with the management agent so retained by the Trustees.

3.29 Insurance. It shall be the responsibility of each Owner to insure his or her Lot and personal contents of his/her dwelling unit. Each Owner shall maintain liability insurance of a minimum of Five Hundred Thousand (\$500,000.00) Dollars on his or her Lot. Upon request by

the Trustees, any Owner must provide a certificate of said insurance demonstrating that required coverage is in place.

3.30 Trash. There shall be no outdoor trash or recyclables stored at any time. All trash must be kept within the dwelling unit, in an attached shed, or otherwise completely hidden from public view. Trash must be removed from the Property before it creates any odor or nuisance to other Owners. No dumpsters or outdoor trash containers, either above or in-ground, shall be allowed on any Lot.

3.31 Outdoor Equipment. Bicycles, sporting goods, cooking equipment, baby carriages, lawn furniture and other personal articles and equipment not in use shall not be left outside of any dwelling unit, except on a deck or patio. When not in use, all aforementioned articles and equipment shall be stored neatly and completely out of public view, except for patio and deck furniture which may remain on the deck or patio of the dwelling unit. Firewood shall be neatly piled at the side or rear of the dwelling unit, but shall not be so placed so as to threaten structural damage or harm to any other Lot, dwelling unit or Owner. No more than one (1) cord of wood shall be stored outside of any dwelling unit.

3.32 Landscape Alterations and/or Improvements. The planting of trees or other plants shall not have a deleterious effect on any neighboring Lot, including but not limited to diminishing sunlight in any adjacent Lot. Plants which are injurious or toxic to people or pets (poison ivy, etc.), or plants which drop sap onto the adjacent Lots, shall be removed forthwith by the Owner. The Association shall have the right to demand such offensive plants be removed by Owner from his or her Lot. Should said Owner fail to comply with the Association's request, the Trustees may contract to remove said plants at the Owner's expense. Furthermore, all large-scale landscaping, alterations and/or improvements must be approved by the Trustees. Requests for such alterations and/or improvements shall be made in writing and be accompanied by a complete description of plans for such alterations and/or improvements and the written consent of abutters. The Trustees may establish such other rules relative to landscaping so as to insure that (a) all Owners may peacefully enjoy their Lots without negative effects from abutting Lots, and (b) the exterior appearance from all public ways is consistent with the requirements set forth in the Comprehensive Permit.

3.33 Driveways. All driveways shall be either white gravel or shell, with a minimum of two (2) off-street parking spaces assigned to each unit. The width of driveways shall be no more than twelve (12) feet. Furthermore, driveways shall not be sited directly opposite abutters' driveways on Field Avenue and Folger Avenue.

3.34 Irrigation: Each Owner, at their sole expense, shall keep their respective irrigation systems in good, working order and use same so as to maintain the vitality of the vegetation on their Lot.

**ARTICLE 4**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

4.1 Membership. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a Member of the Association, subject to and bound by this Declaration and the Declaration of Trust of the Abrem Quarry Homeowners Association Trust (the "Trust"), recorded herewith in the Nantucket Registry of Deeds, and, such rules and regulations as may be adopted by the Association. When any Lot is owned in joint tenancy, tenancy in common, Tenancy by the entirety, or by some other legal entity, the membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 4.2 below.

4.2 Voting and Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lot. The Owner of each Lot shall be entitled to one (1) vote. When two (2) or more persons hold an interest in any Lot as Owners thereof, all such persons shall be Members. The vote for such Lot shall be exercised by one (1) of such persons as proxy or nominee for all persons holding an interest as Owners in the Lot and in no event shall more than one (1) vote be cast with respect to any Lot.

4.3 Method of Voting. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after eleven (11) months from the date of its execution or upon Conveyance by the Member of his Lot. No proxy shall be valid unless promulgated by the Board of Trustees as an official proxy. A corporate Member's vote shall be cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Trustees of such corporation.

**ARTICLE 5**  
**LIENS AND ASSESSMENTS**

5.1 Assessments and Charges. Each Owner of every Lot, by accepting a deed therefor, whether or not the same shall be expressed in such deed, shall be deemed to covenant to pay to the Association annual assessments or charges, and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof (including attorneys' fees) as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with such interest and costs, shall also be a personal obligation of each Owner of the Lot against which such assessment is made at the time when the same falls due. The portion of each assessment for which an Owner is responsible shall be equal to their proportionate share or shares for each Lot owned by the Owner as established in Article 5, Section 5.01 of the Declaration of Trust of the Abrem Quarry Owners Association Trust, dated September \_\_, 2007, and recorded herewith.

5.2 Purposes of Assessments. All assessments shall be collected and held by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety, and

welfare of the Owners, Occupants and visitors to any of the Property, and in particular for the improvement, repair, and maintenance of the Roadways and the Utility Lines, and the common areas and facilities, including but not limited to the payment of liability insurance premiums, maintenance of roads, paths, Utility Lines, equipment, drainage structures, landscaping, the costs of labor, equipment, materials, management and supervision thereof, and enforcement of the Restrictions, (including Attorney's Fees). Among other uses, Association fees collected shall be used for contribution in common with other abutters whose properties front and gain access onto Folger Avenue, Field Avenue, Cherry Street, and Blueberry Lane to maintain adjacent portions of these streets, and to provide for snow removal, until, if, and when, the Town or County of Nantucket assumes this responsibility.

5.3 Amount and Time of Payment of Assessments. The amount of each assessment and the time at which the same shall be payable shall be determined by the Association in accordance with its governing documents. Each Lot shall be assessed equally for each assessment, except for matters particularly for work done to serve a specific Lot or Lots.

5.4 Assessment for Enforcement of Restrictions. In the event that the Association shall enforce any of the Restrictions against the Owner of any Lot, the cost of such enforcement shall be assessed to the Owner of the Lot in question and shall be added to and become a part of the assessments and charges against such Lot hereunder. Interest on any unpaid assessment shall accrue at a Rate of 1.5% per month and a late charge of \$25.00 shall be imposed on any owner until said assessment is paid in full.

Complaints for violations of any of the Restriction contained herein shall be submitted in writing to the Trustees. Should the Trustees, at their sole discretion, find that a condition on a Lot violates a Restriction it may take reasonable action to bring said Lot into compliance and assess a fine upon the Lot Owner in accordance with the following schedule: (a) 1<sup>st</sup> offense - Warning; 2<sup>nd</sup> offense - \$25 fine; 3<sup>rd</sup> and all subsequent offenses - \$50.

5.5. Certification of No Lien. The Association shall, upon five (5) days prior notice, furnish to any Owner of a Lot, for a fee of \$100.00, a certificate, in form suitable for recording, signed by a Trustee of the Association, setting forth the amount and due date of all assessments upon such Lot, and whether the same have been paid. The signature thereof by such Trustee shall be conclusive evidence of his authority to make such certificate on behalf of the Association, and such certificate shall be conclusive evidence of the matters therein stated, except to the extent that the Owner of such Lot disputes the amount of any assessment therein stated to be unpaid.

5.6 Effect of Nonpayment of Assessments. If any assessment is not paid when due, the same shall be deemed delinquent and shall, together with interest and costs as provided in section 5.4 (above) be a continuing lien upon the Lot upon which the same was assessed, and shall run with such Lot and bind it in the hands of its Owner at the time of such assessment and the successors in title to such Owner. The Association shall have the right to proceed to enforce such lien by the sale of the Lot in question, such sale to be conducted in the same manner provided by Massachusetts law (M.G.L.c. 254 §1 *et seq.*) for a sale to enforce a mechanic's lien under a written contract. In the event of any proceeding to enforce a lien hereunder, the Association shall

be entitled to collect as a part thereof its reasonable costs of collection, including attorneys' fees.

5.7 Unit Transfer/Refinance Fee. The Trustees shall assess each Owner a fee of \$150.00 for services undertaken by the Trustees and/or the Association in connection with an Owner's transfer or refinance of their Lot. Such services shall include, but are not limited to the completion and issuance of any bank form, FNMA affidavit or questionnaire, correspondence with loan officers, appraisers, brokers and home inspectors, and the preparation of Association documents, financial statements; and resident handbooks. A request for any of the services cited above must be provided by an Owner to the Trustees within five (5) business days of closing.

5.8 Estoppel Fee. The Trustees shall assess each Owner a fee of \$100.00 for services undertaken by the Trustees and/or the Association in connection with their confirming that an Owner has duly paid all Association fees prior to the sale of any Lot. A request for any of the services cited above must be provided by an Owner to the Trustees within five (5) business days of closing.

## **ARTICLE 6** **EASEMENTS**

6.1 General. The Lots subject to this Declaration shall be subject to all easements shown or set forth on the Plan, and on the Sewer Easement Plan, dated August 21, 2007, and recorded herewith.

6.2 Emergency. There is hereby reserved, without further assent or permit, a general easement to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Property or any portion thereof which is made subject to this Declaration in the performance of their respective duties.

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

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

6.5 Water Easement. Wannacomet Water Company shall have a permanent, non-exclusive

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

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

6.7 Storm Water Drainage and Utility Easements. Developer shall have the right to obtain from any Lot Owner an easement to inspect, repair and/or replace utilities or storm water drainage relating to the flow of storm water runoff or the placement of utilities, or if necessary to validate prior construction of storm water drainage systems or utility placement for a period of one (1) year after closing of the Lot to be burdened by such an easement.

## **ARTICLE 7**

### **MORTGAGEE RIGHTS**

7.1 Notices of Mortgages. Any Owner who mortgages his ownership interest in a Lot shall notify the Association in such manner as the Association may direct, of the name and address of his or her mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages.

7.2 Copies of Notices to Mortgage Lenders. Upon written request delivered to the Association, the holder of a mortgage of an ownership interest in any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner whose ownership interest is subject to such mortgage.

## **ARTICLE 8**

### **ENFORCEMENT RESTRICTIONS**

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

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

8.3 Duration of Restrictions in Gross. The rights of enforcement of the Restrictions held in gross shall expire upon September \_\_\_\_, 2037, unless a notice of extension of restriction in accordance with M.G.L.ch. 184, §27 is registered with Nantucket Registry District on or before September \_\_\_\_, 2037, in which event the term for enforcement of such right shall be extended for a period of twenty years; and in the event of such extension, such right of enforcement may be extended for further successive periods of twenty years by the filing of further notices of extension, all as permitted by applicable law.

8.4 Duration of Appurtenant Restrictions. The Restrictions, as appurtenant to each Owner of a Lot, shall be deemed to be imposed as part of a common scheme applicable to four or more contiguous parcels, and shall expire on September \_\_\_\_, 2037, except that they may be extended from and after September \_\_\_\_, 2037, for further successive periods of twenty years in the manner provided by M.G.L.ch. 184, §27.

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

8.6 Enforcement by Judicial Proceedings. Any party entitled to enforce any of the Restrictions shall have the right to enforce the same by securing injunctive relief from a court of competent jurisdiction and shall have the right to recover money damages by reason of any violation of any of the Restrictions.

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

8.8 Release or Waiver of Restrictions. The Developer, so long as the Developer (including any successor Developer) shall own any Lot, and thereafter the Trustees, shall have the right to release, waive, or modify any restriction hereunder.

## **ARTICLE 9**

### **GENERAL PROVISIONS**

9.1 Exercise of Powers. Until such time as the Association is formed and its Board of Trustees is elected, Developer shall exercise any of the powers, rights, duties, and functions of the Association and/or its Board of Trustees.

9.2 Amendment. There shall be no change in the bylaws of the Association, including these Restrictions, without the approval of 90% of the Owners. Furthermore, the Owners may not vote changes inconsistent with the Regulatory Agreement, Deed Riders or any other restriction set forth in the Comprehensive Permit. In no event shall any amendment change or affect any

subject of matter that is a condition under the Comprehensive Permit and/or LOI.

9.3 Notices. All notices hereunder shall be effective only when mailed by certified mail, return receipt requested, addressed (if to the Association) to Abrem Quarry Homeowners Association Trust, c/o \*\_\_\_\_\_, Massachusetts, or such other address as the Association may, from time to time, designate by notice to each Owner, or addressed (if to an Owner) to such Owner at the street address of any Lot owned by such Owner, or such other address as such Owner may, from time to time, designate by notice to the Association.

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

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

9.6. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

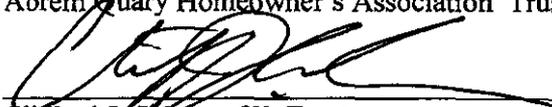
9.7 Books and Records. The books and records of the Association shall be subject to inspection by any Member during reasonable business hours, upon five (5) days prior notice.

9.8 Conflicts. In the event of any conflict between the provisions of this Declaration and the Trust, the provisions of this Declaration shall control.

9.9 Binding Effect. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Developer and the present Owners and all persons claiming by, through, or under Developer or the present Owners.

Executed and sealed as of the day and year first above written.

Abrem Quarry Homeowner's Association Trust



Clifford J. Schorer, III, Trustee

COMMONWEALTH OF MASSACHUSETTS

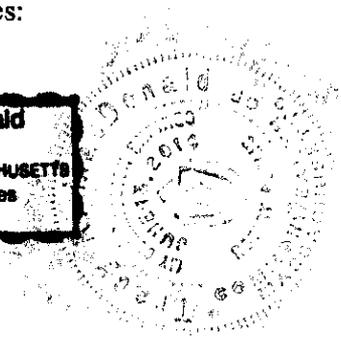
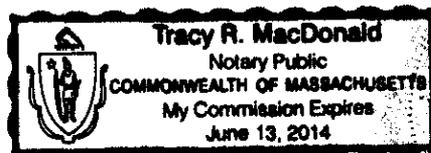
Nantucket, ss.

Sept 25, 2007

Then personally appeared the above-named Clifford J. Schorer, III, and acknowledged the foregoing instrument to be his free act and deed, before me,

Tracy R. MacDonald  
Notary Public

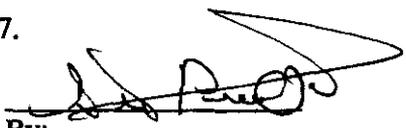
My commission expires:



**CONSENT OF MORTGAGEE**

Wainwright Bank & Trust Company, being the holder of a certain mortgage from Nantucket Homes for People, Inc. to it, dated January 17, 2007, recorded with Nantucket Deeds in Book 1062, Page 248, for consideration paid, hereby consents to the foregoing Declaration of Trust of Abrem Quarry Owners Association Trust, and agrees that said mortgage shall be held subject to and with the benefit of said Declaration of Trust.

Executed and sealed on September 16, 2007.

  
By: \_\_\_\_\_  
Wainwright Bank & Trust Company

\_\_\_\_\_  
Name: Stephen Pratt-Ctto  
Title: Vic President

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

September 16 2007

Then personally appeared the above-named Stephen Pratt-Ctto  
Vice President of Wainwright Bank & Trust Company, and acknowledged the foregoing instrument to be the free act and deed of Wainwright Bank & Trust Company, before me,

  
\_\_\_\_\_  
Notary Public

My commission expires:



Attest: Jennifer H. Ferreira, Registrar of Deeds



2009 00000573

Bk: 1173 Pg: 96 Page: 1 of 3  
Doc: TERMIN 03/04/2009 10:23

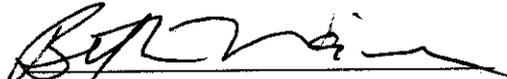
**JOINT RELEASE and TERMINATION OF  
EASEMENT AGREEMENT**

TROY N. TOWNE AND LINDA M. TOWNE, of 5B Field Avenue, Nantucket, Massachusetts (“Towne”) the owners of the improved land located at 5B Field Avenue, Nantucket, Massachusetts, 02554, shown as Lot 12 on Plan No. 2006-90 at the Nantucket Registry of Deeds, evidenced by Deed recorded at Book 1105, Page 98 at said Registry, and BETH MAIER, of 5A Field Avenue, Nantucket, Massachusetts (“Maier”) the owner of the improved land located at 5A Field Avenue, Nantucket, Massachusetts 02554 shown as Lot 14 on Plan No. 2006-90 at the Nantucket Registry of Deeds, as evidenced by Deed recorded at Book 1106, Page 203 at said Registry, hereby release, terminate, rescind, and annul the terms and provisions of a certain Perpetual Right and Reciprocal Easement Agreement to use the common driveway shared by Lots 12 and 14, dated September 28, 2007 and recorded in Book 1105, Page 98 and Book 1106, Page 203 at said Registry. Furthermore, the Towne’s have relocated their driveway pursuant to a Zoning Board of Appeals Decision dated December 14, 2007 and therefore the common driveway no longer exists. The Easement Agreement at issue is no longer applicable.

Executed and sealed this 19 day of <sup>February</sup> ~~January~~, 2009. TCM

Owner of Lot 14 on Plan 2006-90

Owners of Lot 12 on Plan 2006-90

  
Beth Maier

\_\_\_\_\_  
Troy N. Towne

\_\_\_\_\_  
Linda M. Towne

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

January \_\_\_\_, 2009

On this \_\_\_\_\_ day of January, 2009, before me, the undersigned notary public, personally appeared Troy N. Towne and Linda M. Towne, proved to me through satisfactory evidence of identification, which were personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

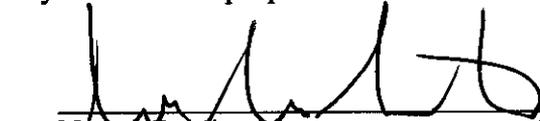
\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

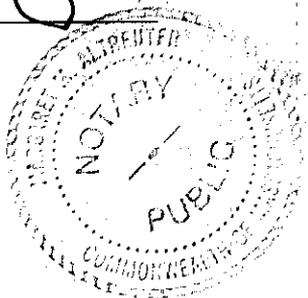
Nantucket, ss.

<sup>FEBRUARY</sup>  
January 19, 2009

On this 19<sup>th</sup> day of <sup>FEBRUARY</sup> ~~January~~, 2009, before me, the undersigned notary public, personally appeared Beth Maier, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

Margaret M. Altreuter  
Notary Public  
Commonwealth of  
Massachusetts  
My Commission Expires  
August 27, 2015



Executed and sealed this 20<sup>th</sup> day of January, 2009.

Owner of Lot 14 on Plan 2006-90

Owners of Lot 12 on Plan 2006-90

\_\_\_\_\_  
Beth Maier

Troy N. Towne  
Troy N. Towne

Linda M. Towne  
Linda M. Towne

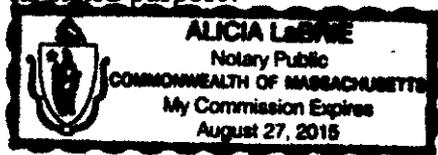
NANTUCKET COUNTY Received & Entered  
Attest: Jennifer H. Ferraira, Registrar of Deeds

COMMONWEALTH OF MASSACHUSETTS

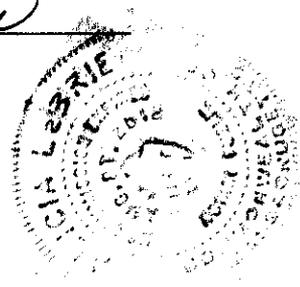
Nantucket, ss.

January 20, 2009

On this 20 day of January, 2009, before me, the undersigned notary public, personally appeared Troy N. Towne and Linda M. Towne, proved to me through satisfactory evidence of identification, which were personal knowledge to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Alicia Labrie  
Notary Public  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

January \_\_\_\_, 2009

On this \_\_\_\_\_ day of January, 2009, before me, the undersigned notary public, personally appeared Beth Maier, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

**REVISIONS:**

No.	DATE	REVISION EDITS #2
1	9/08/06	CONSTRUCTION DWGS EDITS #1
2	9/28/06	ZBA COMMENTS
3	10/31/06	HOUSE MIRROR & SITE REGRADE
4	11/23/06	

**GENERAL NOTES:**

- SEE OTHER PLANS FOR APPLICABLE NOTES.
- CONTRACTOR OR OWNER SHALL SECURE ALL STATE AND LOCAL PERMITS REQUIRED TO DO THE WORK SHOWN ON THIS PLAN.
- ALL WORK SHALL BE DONE IN COMPLIANCE WITH ALL PERMITS AND APPLICABLE CODES.
- THE DESIGN ENGINEER IS NOT RESPONSIBLE FOR PLANS AND DESIGN DATA PROVIDED BY OTHERS.
- ALL DRIVEWAYS SHALL BE EITHER WHITE GRAVEL OR SHELL.
- PAVED DRIVEWAY APRONS SHALL BE PROVIDED FOR DRIVEWAYS EXITING ONTO FOLGER AVENUE.
- SEE ARCHITECTURAL PLANS BY LINE 5 FOR MORE DETAIL ON HOUSES.
- LOTS 4, 6, 7, 18, 21, 22 HOUSES WERE MIRRORRED. FOUNDATION LOCATIONS DID NOT CHANGE. LOCATIONS OF DECKS, BULKHEADS, AND SHED HAVE BEEN UPDATED. PLEASE REFER TO ARCHITECTURAL PLANS FOR DETAILS.

**CONSTRUCTION PLAN**

**COLER & COLANTONIO INC**  
ENGINEERS AND SCIENTISTS

781-982-5400 101 Accord Park Drive  
Norwell, MA 02061-1685  
Fax: 781-982-5490

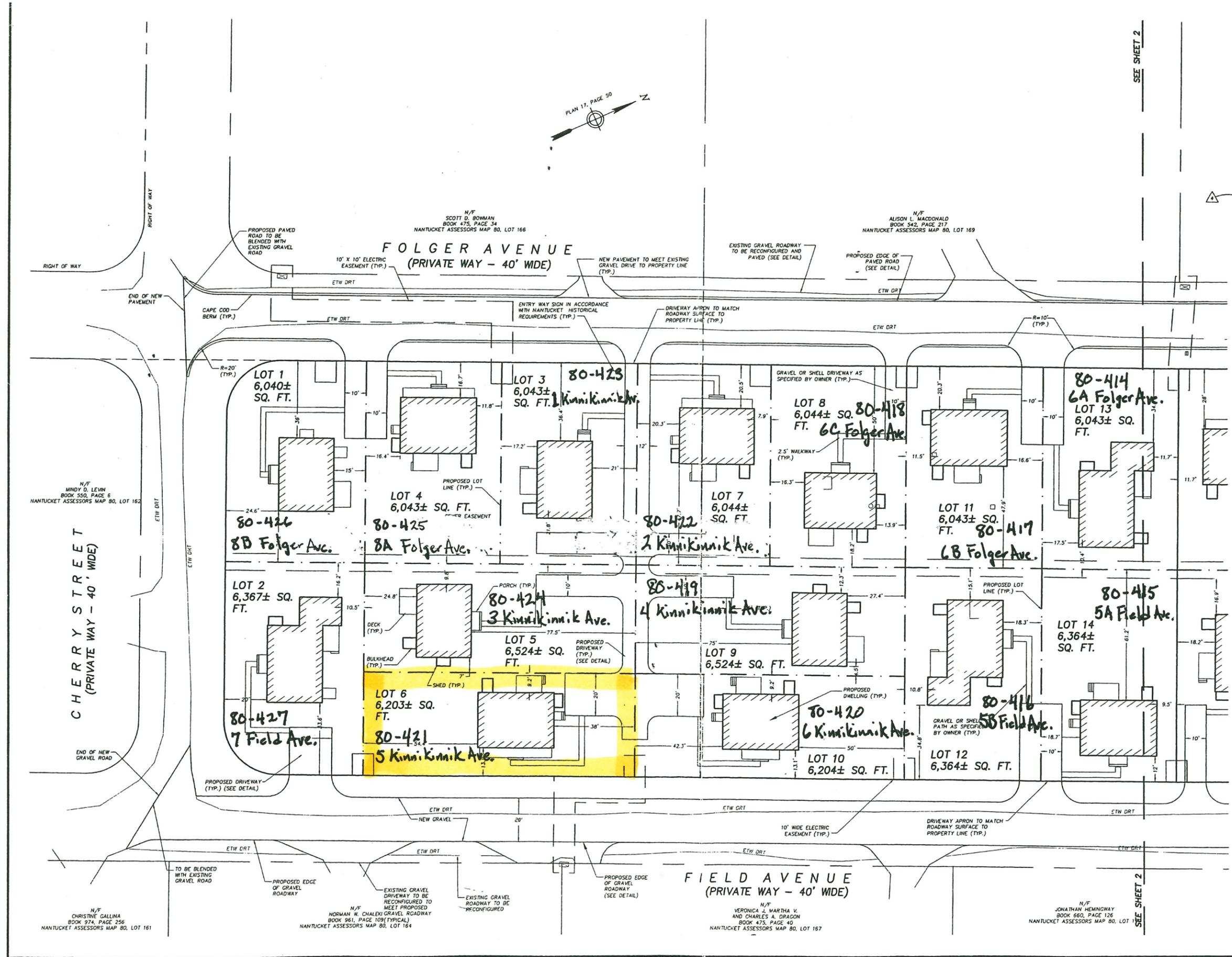


**TITLE:**  
LAYOUT PLAN  
(SHEET 1)

**ABREM QUARY DEVELOPMENT**

**OWNER/APPLICANT:**  
NANTUCKET HOMES FOR PEOPLE, INC.  
C/O 10 TURNPIKE ROAD  
SOUTHBORO, MA 01772

DATE: AUGUST 11, 2006  
COMP./DESIGN: SJS  
CHECK: SGC  
DRAWN: LMB  
SCALE: 1" = 20'  
JOB NO.: c:\m2006\Nantucket 1-612.dwg\Site  
DWG NO.: Layout1 SHEET C9



# Untitled Map

Write a description for your map.

## Legend

 8 Field Ave



Google Earth

© 2020 Google

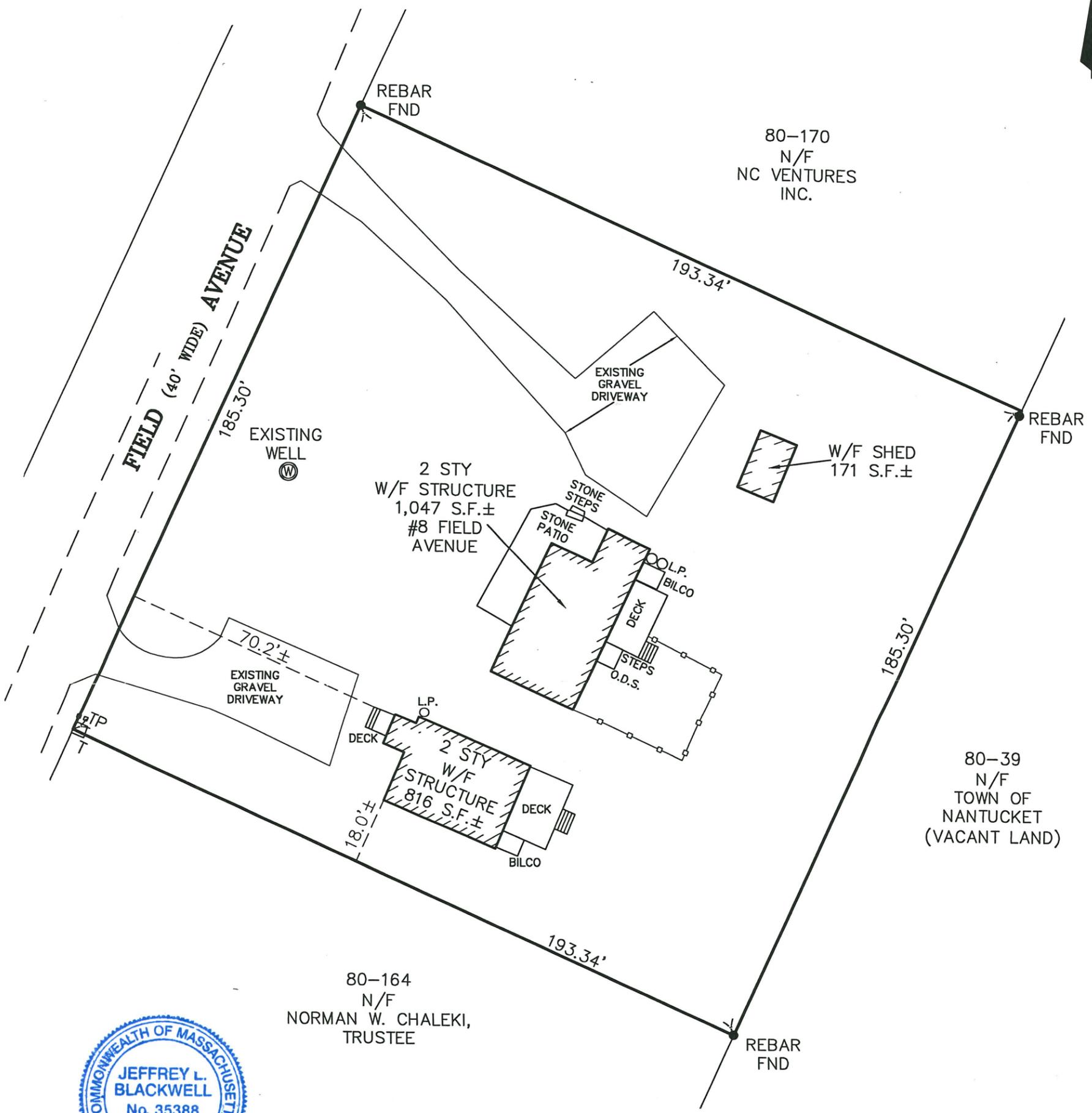
107

100 ft

CURRENT ZONING CLASSIFICATION:  
Limited Use General 1 (L.U.G.-1)

MINIMUM LOT SIZE: 40,000 S.F.  
MINIMUM FRONTAGE: 100 FT.  
FRONT YARD SETBACK: 35 FT.  
REAR/SIDE SETBACK: 10 FT.  
GROUND COVER %: 7%

Existing:  
35,825 S.F.±  
SEE PLAN  
SEE PLAN  
SEE PLAN  
5.2% ±



**BUILDING LOCATION PLAN**  
OF LAND IN  
**NANTUCKET, MASS.**

SCALE: 1" = 30'      DATE: APRIL 5, 2019

**VERONICA J., MARTHA V., &**  
Owner: **CHARLES A. DRAGON**

Deed Bk./Pg.: 475/40      Plan Bk./Pg.: 17/50      LOT 50,  
Locus: . . . . . 8 FIELD AVENUE . . . . .

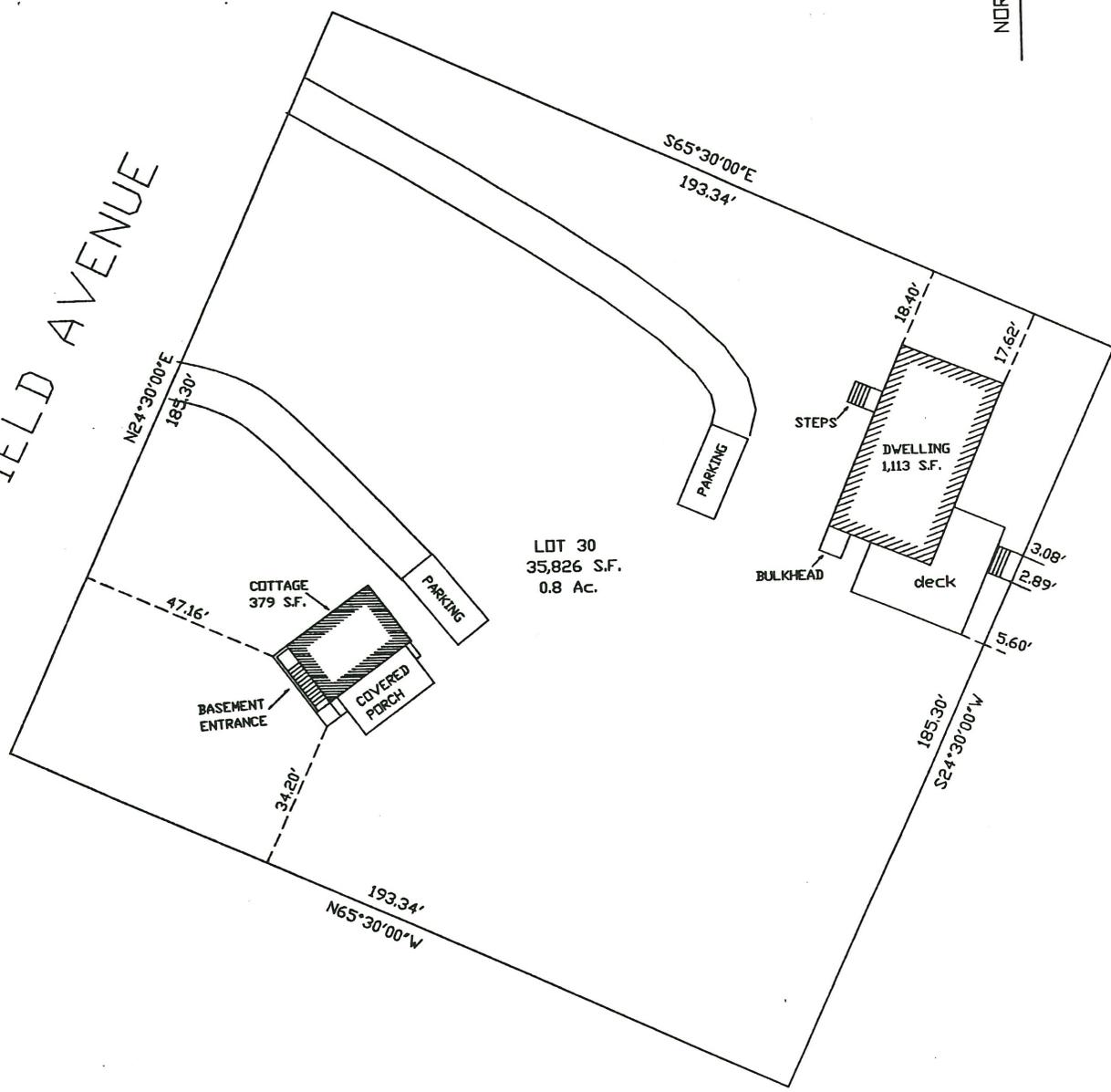
**BLACKWELL & ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MASS. 02554  
(508) 228-9026

THIS PLOT PLAN WAS PREPARED FOR THE TOWN OF NANTUCKET BUILDING DEPARTMENT ONLY AND SHOULD NOT BE CONSIDERED A PROPERTY LINE SURVEY. THIS PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES, FENCES, HEDGES OR ANY ANCILLARY STRUCTURES ON THE PREMISES. THE PROPERTY LINES SHOWN RELY ON CURRENT DEEDS AND PLANS OF RECORD. THIS PLOT PLAN IS NOT A CERTIFICATION AS TO TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT ASSESSOR RECORDS.

ASSESSOR MAP: . . 80 . . , PARCEL: . 167 . .

FIELD AVENUE

NORTH



LOT 30  
35,826 S.F.  
0.8 Ac.

NOTE: LOT OF RECORD  
DWELLING IS OVER 10 YEARS OLD  
GROUND COVERAGE OF 1500 S.F. ALLOWED

ZONING: LUG-2  
MINIMUM LOT SIZE: 80,000 S.F.  
MINIMUM FRONTAGE: 150 FT  
FRONT YARD SETBACK: 35 FT  
REAR & SIDE SETBACK: 15 FT  
GROUND COVER RATIO: 4%

PLOT PLAN OF LAND IN  
NANTUCKET, MA

SCALE: 1" = 40'

DATE: MARCH 8, 1999

JOHN J. SHUGRUE, INC.  
57 OLD SOUTH ROAD  
NANTUCKET, MA 02554

FOR: NORMAN CHALEKI

THE STRUCTURES  
ARE LOCATED AS SHOWN

*John J. Shugrue*  
JOHN J. SHUGRUE PLS  
DATE: MARCH 8, 1999



ASSESSORS MAP 80

PARCEL NO. 164

#3548-ABS

TIMOTHY E. & ELIZABETH A.  
QUINLISK

88 QUIDNET ROAD

FILE NO. 09-20

SPECIAL PERMIT

NANTUCKET  
TOWN CLERK

2020 JUL -6 PM 3:26



# TOWN OF NANTUCKET BOARD OF APPEALS NANTUCKET, MA 02554

File No. 09 - 20

Map 21 Parcel 109, 104, 270

This agreement to extend the time limit for the Board of Appeals to make a decision, hold a public hearing, or to take other action concerning the application of:

Timothy E. Quinlisk & Elizabeth A. Quinlisk - 88 Quidnet Road

Pursuant to the provisions of the Acts of 1987, Chapter 498, amending the State Zoning Act, Chapter 40A of the Massachusetts General Laws, Applicant(s)/Petitioner(s) and the Zoning Board of Appeals hereby agree to extend the time limit

- For a public hearing on the application
- For a written decision
- For other action \_\_\_\_\_

Such application is:

- An appeal from the decision of any administrative official
- A petition for a special permit
- A petition for a variance
- An extension
- A modification

The new time limit shall be midnight on September 10, 2020, which is not earlier than a time limit set by statute or bylaw.

The Applicant (s), attorney, or agent for the Applicant represented to be duly authorized to act in this matter for the applicant, in executing this agreement waives any rights under the Nantucket Zoning Bylaw and the State Zoning Act, as amended, to the extent, but only to the extent, inconsistent with this agreement.

Sarah F. Alger, Atty.  
For Applicant (s)

Eleanor W. Antonietti, Zoning Administrator  
For Zoning Board of Appeals

July 6, 2020  
Effective Date of Agreement

Town Clerk Stamp:

NANTUCKET  
TOWN CLERK

2020 MAY 11 PM 12:31

Print Form



TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554

File No. 09 - 20

Map 21 Parcel 109, 104, & 70

This agreement to extend the time limit for the Board of Appeals to make a decision, hold a public hearing, or to take other action concerning the application of:

TIMOTHY & ELIZABETH QUINLISK - 88 Quidnet Road

Pursuant to the provisions of the Acts of 1987, Chapter 498, amending the State Zoning Act, Chapter 40A of the Massachusetts General Laws, Applicant(s)/Petitioner(s) and the Zoning Board of Appeals hereby agree to extend the time limit

- For a public hearing on the application
- For a written decision
- For other action \_\_\_\_\_

Such application is:

- An appeal from the decision of any administrative official
- A petition for a special permit
- A petition for a variance
- An extension
- A modification

The new time limit shall be midnight on June 30, 2020, which is not earlier than a time limit set by statute or bylaw.

The Applicant (s), attorney, or agent for the Applicant represented to be duly authorized to act in this matter for the applicant, in executing this agreement waives any rights under the Nantucket Zoning Bylaw and the State Zoning Act, as amended, to the extent, but only to the extent, inconsistent with this agreement.

[Signature] (ATTORNEY)  
For Applicant (s)

Eleanor Weller Antonietti, Zoning Administrator  
For Zoning Board of Appeals

March 20, 2020  
Effective Date of Agreement

Town Clerk Stamp:

2 Fairgrounds Road Nantucket Massachusetts 02554  
508-228-7215 telephone 508-228-7298 facsimile



TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554

APPLICATION

Fee: \$450.00

File No. 09-20

2020 MAY 11 PM 12:12  
NANTUCKET  
TOWN CLERK

Owner's name(s): Timothy E. Quinlisk and Elizabeth A. Quinlisk

Mailing address: c/o Sarah F. Alger, P.C., Four North Water Street, Nantucket, MA 02554

Phone Number: 508-228-1118 E-Mail: sfa@sfapc.com

Applicant's name(s): Same as Above

Mailing Address: Same as Above

Phone Number: Same as Above E-Mail: Same as Above

Locus Address: 88 Quidnet Road Assessor's Map/Parcel: Map 21, Parcel 109, 104 and 70

Land Court Plan/Plan Book & Page/Plan File No.: Lots 5 and 6 on Land Court Plan 8606-A

Deed Reference/Certificate of Title: Cert. 26998 Zoning District Lot 33 on Land Court Plan 8606-B R20

Uses on Lot- Commercial: None 0 Yes (describe) N/A

Residential: Number of dwellings 1 Duplex 0 Apartments 0

Date of Structure(s): all pre-date 7/72 x or \_\_\_\_\_

Building Permit Numbers: N/A

Previous Zoning Board Application Numbers: N/A

State below or attach a separate addendum of specific special permits or variance relief applying for:

Please see attached addendum

I certify that the information contained herein is substantially complete and true to the best of my knowledge, under the pains and penalties of perjury.

SIGNATURE: [Handwritten Signature] Owner\*

SIGNATURE: [Handwritten Signature] Applicant/Attorney/Agent\*

\*If an Agent is representing the Owner or the Applicant, please provide a signed proof of agency.

**OFFICE USE ONLY**

Application received on: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_ Complete: \_\_\_\_\_ Need Copies: \_\_\_\_\_  
Filed with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Planning Board: \_\_\_/\_\_\_/\_\_\_ Building Dept.: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_  
Fee deposited with Town Treasurer: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_ Waiver requested: \_\_\_\_\_  
Granted: \_\_\_/\_\_\_/\_\_\_ Hearing notice posted with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_  
I&M \_\_\_/\_\_\_/\_\_\_ & \_\_\_/\_\_\_/\_\_\_ Hearing(s) held on: \_\_\_/\_\_\_/\_\_\_ Opened on : \_\_\_/\_\_\_/\_\_\_  
Continued to: \_\_\_/\_\_\_/\_\_\_ Withdrawn: \_\_\_/\_\_\_/\_\_\_ Decision Due By: \_\_\_/\_\_\_/\_\_\_  
Made: \_\_\_/\_\_\_/\_\_\_ Filed w/Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_

ADDENDUM

**Nantucket Zoning Board of Appeals**

**Timothy E. Quinlisk and Elizabeth A. Quinlisk  
88 Quidnet Road, Nantucket, Massachusetts  
Assessor's Map 21, Parcels 109, 104, and 70**

The Applicants seek a Special Permit under Nantucket Zoning By-law (the "By-law") §§139-30 and 139-33.A(1)(a) to alter, extend, and change a preexisting, nonconforming structure on a preexisting, nonconforming lot.

The preexisting, nonconforming structure is a dwelling that has a side yard setback on the north of about 4.07 feet at its closest point and a side yard setback on the east of about 4.83 feet at its closest point, where the minimum required side yard setback in the Residential-20 ("R-20") zone is ten (10) feet. The dwelling otherwise conforms to the dimensional requirements of the By-law.

The Locus is a pre-existing, nonconforming lot of record, having lot area of about 7,858 square feet, where minimum required lot area in the R-20 zone is 20,000, and frontage of about 66 feet, where the minimum required frontage in the R-20 zone is 75 feet. A nonconforming shed will be removed from the Locus.

As proposed, the preexisting, nonconforming side yard setback distances will not be made more nonconforming, and the extension, alteration, and change of the dwelling will not be substantially more detrimental to the neighborhood than the existing nonconformity. The dwelling as proposed will otherwise conform to the dimensional requirements of the By-law.

Evidence of owner's title is registered as Certificate of Title No. 26998 at Nantucket Registry District. The Locus is located at 88 Quidnet Road, is shown on Nantucket Tax Assessor's Map 21 as Parcels 109, 104, and 70, and is located in a Residential 20 ("R-20") Zoning District.



**Property Information**  
**Property ID** 21 109  
**Location** 88 QUIDNET RD  
**Owner** QUINLISK TIMOTHY E & ELIZABETH A



MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

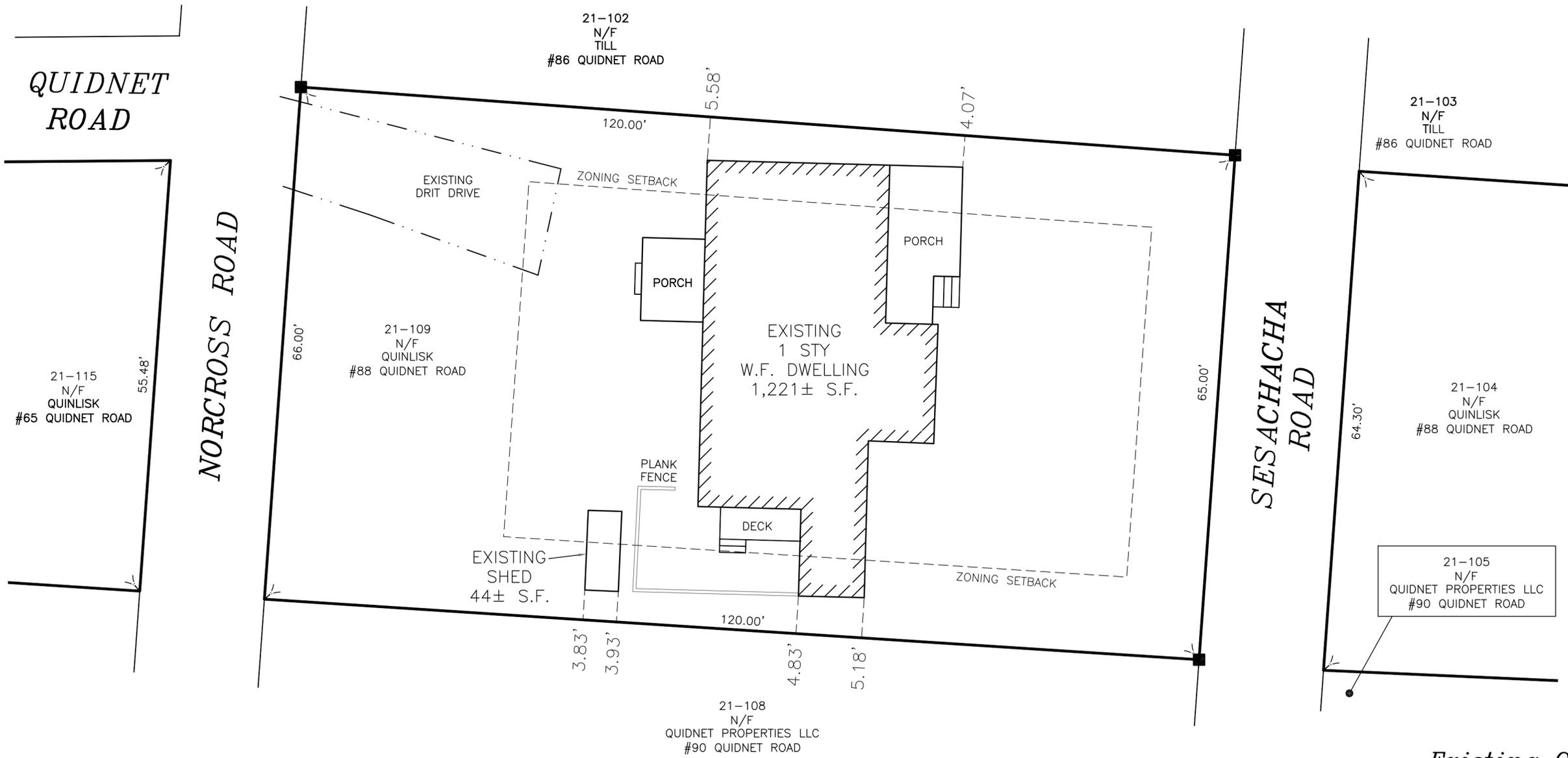
Geometry updated 11/13/2018  
 Data updated 11/19/2018

CURRENT ZONING CLASSIFICATION:  
Residential 20 (R-20)

MINIMUM LOT SIZE:	20,000 S.F.	EXISTING	7,858 S.F.±
MINIMUM FRONTAGE:	75 FT.	SEE PLAN	
FRONT YARD SETBACK:	30 FT.	SEE PLAN	
REAR/SIDE SETBACK:	10 FT.	SEE PLAN	
GROUND COVER % :	12.5%	SEE PLAN	15.5%

**LEGEND**

■ DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND



ORIGINAL SIGNED AND STAMPED COPIES OF THIS PLAN MAY BE PHOTOCOPIED BY THE BOARD OF APPEALS OR THE NANTUCKET REGISTRY OF DEEDS FOR RECORDING PURPOSES. IN CASES OF DISCREPANCIES REGARDING INFORMATION CONTAINED HEREON AND UNAUTHORIZED PHOTOCOPIES OF THIS PLAN, ONLY ORIGINALLY STAMPED AND ENDORSED COPIES SHALL BE ACKNOWLEDGED BY THE CERTIFYING LAND SURVEYOR.

THIS INSPECTION PLAN WAS PREPARED TO ACCOMPANY AN APPLICATION TO THE NANTUCKET BOARD OF APPEALS AND IS NOT TO BE CONSIDERED A FULL INSTRUMENT SURVEY. THIS PLAN SHOULD NOT BE USED TO ESTABLISH PROPERTY LINES, FENCES, HEDGES OR ANY ANCILLARY STRUCTURES ON THE PREMISES. THE PROPERTY LINES SHOWN RELY ON CURRENT DEEDS AND PLANS OF RECORD.

THIS INSPECTION PLAN IS NOT A CERTIFICATION AS TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF NANTUCKET ASSESSOR RECORDS.

THIS PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN ITS INTENDED USE STATED ABOVE.

©Blackwell & Associates Inc.

*Existing Conditions  
Site Plan to Accompany  
Zoning Board of Appeals  
Application*

*in  
Nantucket, Mass.*

SCALE: 1"= 10' DATE: MARCH 06, 2020

**TIMOTHY QUINLISK**

Owners: **ELIZABETH QUINLISK**

Cert.: .26998 . . L. C. Plan: 8606-A, LOT .6 . .

Tax Map-Parcel: . . . 21-109 . . . . .

Locus: . . . #88, QUIDNET ROAD . . . . .

**BLACKWELL & ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MASS. 02554  
(508) 228-9026

GRAPHIC SCALE



( IN FEET )  
1 inch = 10 ft.

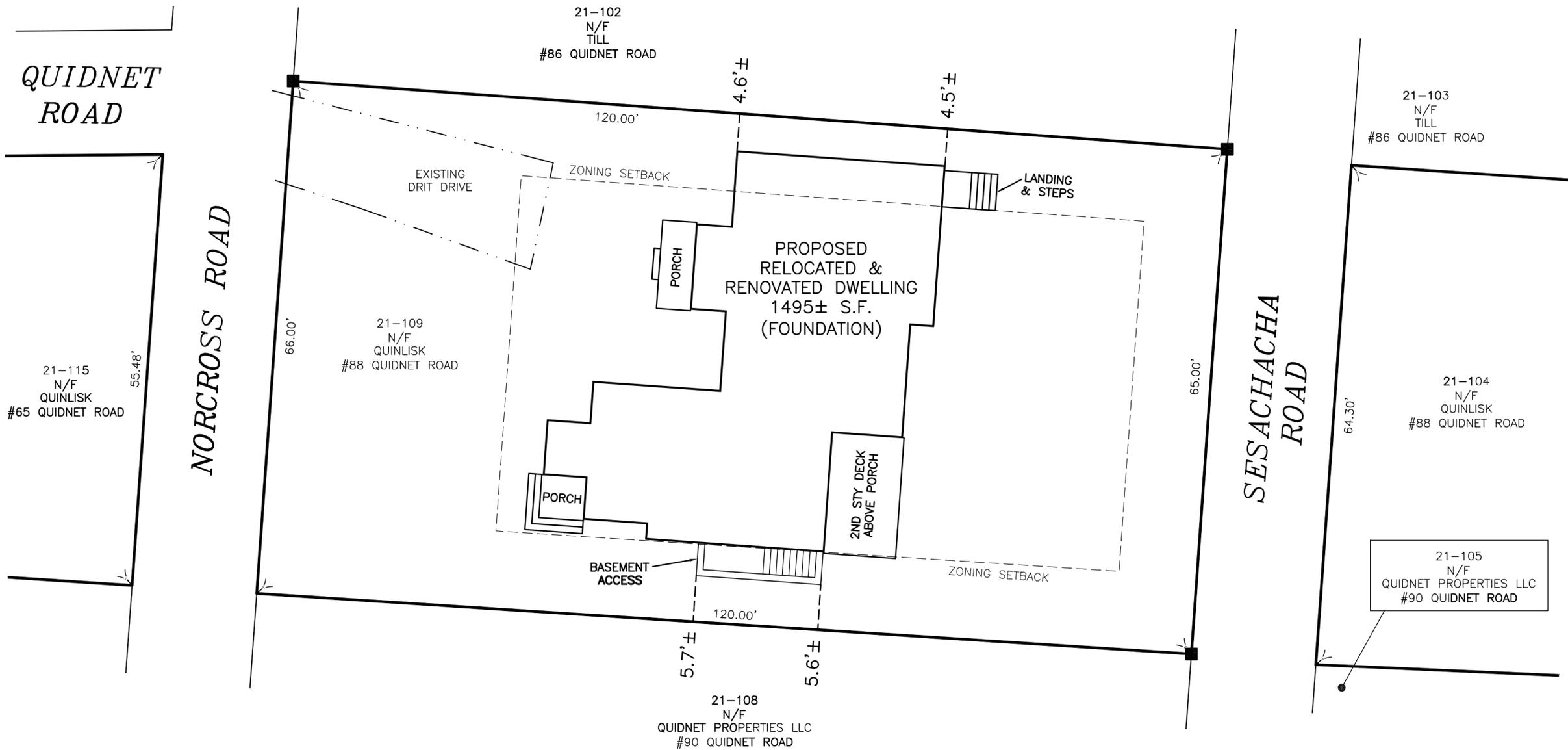
CURRENT ZONING CLASSIFICATION:  
Residential 20 (R-20)

PROPOSED

MINIMUM LOT SIZE:	20,000 S.F.	7,858 S.F.±
MINIMUM FRONTAGE:	75 FT.	SEE PLAN
FRONT YARD SETBACK:	30 FT.	SEE PLAN
REAR/SIDE SETBACK:	10 FT.	SEE PLAN
GROUND COVER % :	12.5%	1500 S.F. OR LESS

LEGEND

■ DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND



ORIGINAL SIGNED AND STAMPED COPIES OF THIS PLAN MAY BE PHOTOCOPIED BY THE BOARD OF APPEALS OR THE NANTUCKET REGISTRY OF DEEDS FOR RECORDING PURPOSES. IN CASES OF DISCREPANCIES REGARDING INFORMATION CONTAINED HEREON AND UNAUTHORIZED PHOTOCOPIES OF THIS PLAN, ONLY ORIGINALLY STAMPED AND ENDORSED COPIES SHALL BE ACKNOWLEDGED BY THE CERTIFYING LAND SURVEYOR.

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THIS PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSE OTHER THAN ITS INTENDED USE STATED ABOVE.

©Blackwell & Associates Inc.

*Proposed Conditions  
Site Plan to Accompany  
Zoning Board of Appeals  
Application*

*in  
Nantucket, Mass.*

SCALE: 1"= 10' DATE: MARCH 06, 2020

**TIMOTHY QUINLISK  
ELIZABETH QUINLISK**

Owners: . . . . .

Cert.: .26998 . . L. C. Plan: 8606-A, LOT 6 . .

Tax Map-Parcel: . . . 21-109 . . . . .

Locus: . . . #88, QUIDNET ROAD . . . . .

**BLACKWELL & ASSOCIATES, Inc.**  
*Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MASS. 02554  
(508) 228-9026*

GRAPHIC SCALE



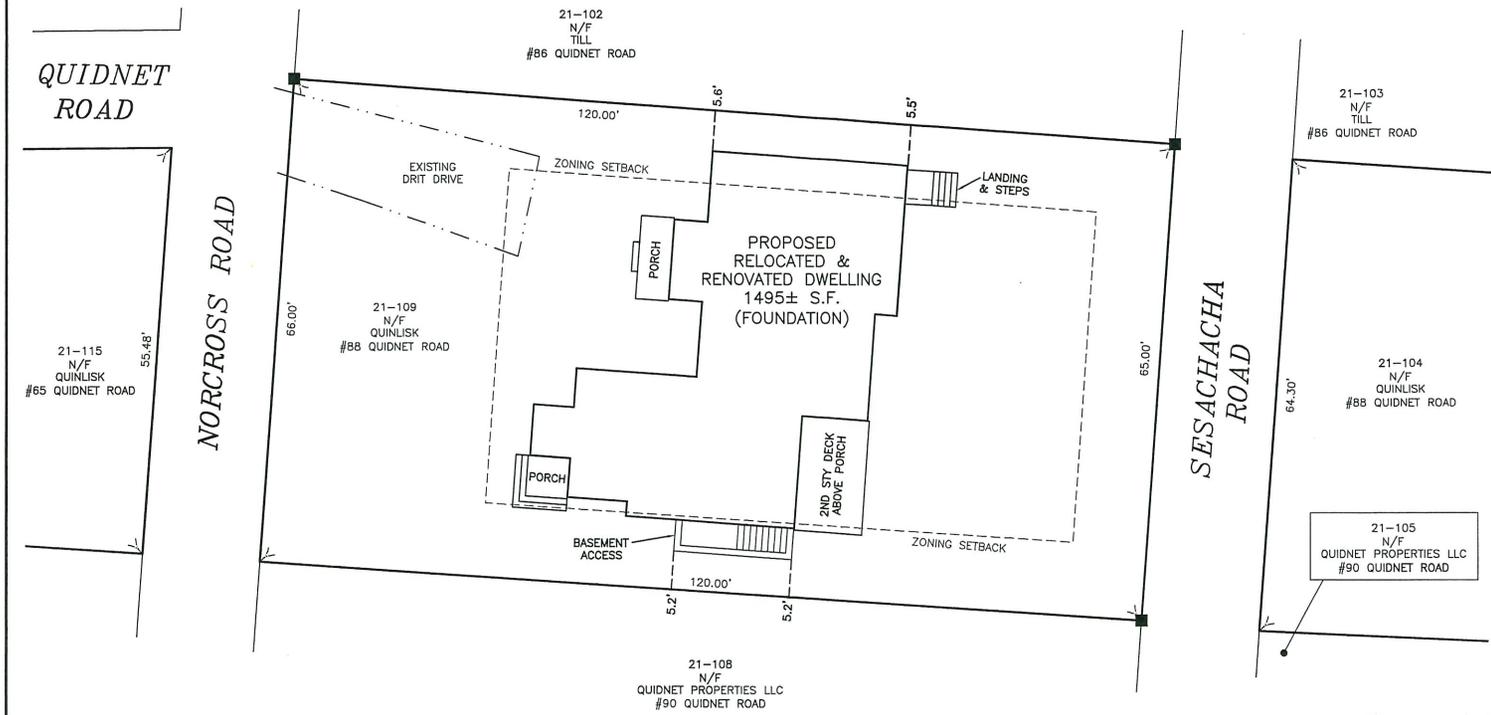
( IN FEET )  
1 inch = 10 ft.

CURRENT ZONING CLASSIFICATION:  
Residential 20 (R-20)

	<b>PROPOSED</b>
MINIMUM LOT SIZE:	20,000 S.F.
MINIMUM FRONTAGE:	75 FT.
FRONT YARD SETBACK:	30 FT.
REAR/SIDE SETBACK:	10 FT.
GROUND COVER % :	12.5%
	7,858 S.F.±
	SEE PLAN
	SEE PLAN
	SEE PLAN
	1500 S.F. OR LESS

**LEGEND**

■ DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND

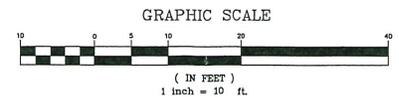


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T:\JOSH 25 JOB 12  
V:\DRAWFILES\B8598\ZBA.dwg 3/11/2020 2:57:37 PM EDT



*Proposed Conditions  
Site Plan to Accompany  
Zoning Board of Appeals  
Application*

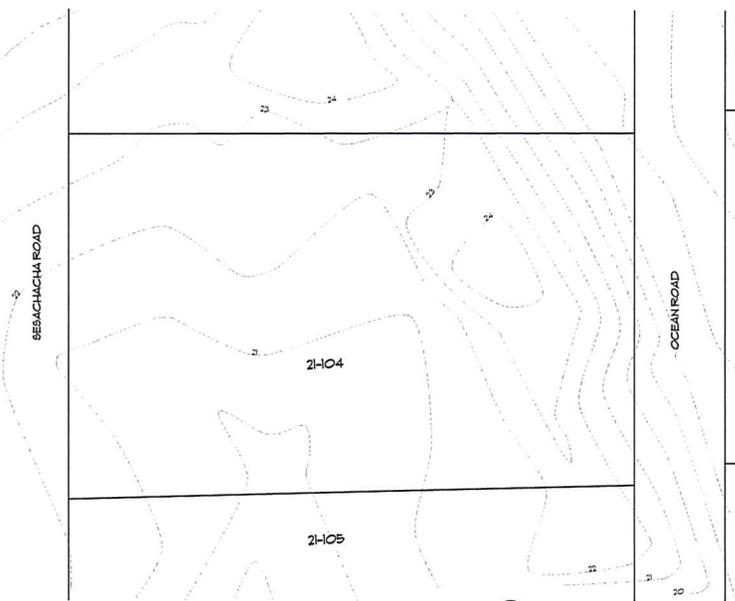
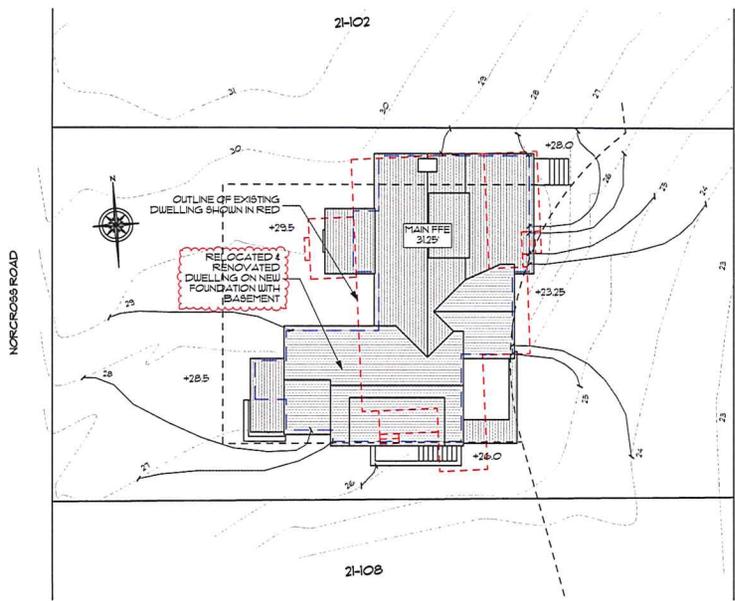
in  
Nantucket, Mass.

SCALE: 1" = 10' DATE: MARCH 06, 2020

Owners: **TIMOTHY QUINLISK**  
**ELIZABETH QUINLISK** . . . . .  
Cert.: .26998. . . L. C. Plan: B606-A, LOT 5. . . . .  
Tax Map-Parcel: . . . 21-109. . . . .  
Locus: . . . #88, QUIDNET ROAD. . . . .

**BLACKWELL & ASSOCIATES, Inc.**  
Professional Land Surveyors  
20 TEASDALE CIRCLE  
NANTUCKET, MASS. 02554  
(508) 228-9026

2-1-10  
 QUIDNET ROAD  
 2-1-15  
 2-1-14



2 PROPOSED SITE PLAN  
 Scale: 1" = 10'



1 Locus Map

**BOTTICELLI & POHL**

DATE	REVISIONS

11 OLD SOUTH ROAD, NANTUCKET, MA 02554 | 31 STATE STREET, BOSTON, MA 02109 | BOTTICELLIANDPOHL.COM  
 P: 508.225.5255

**Site Plan**

Renovations at  
 88 Quidnet Road  
 Nantucket, MA 02554

MAP NO. 21 ZONING INFO: R-20  
 PARCEL NO. 104, 105, 115 REVISED  
 PREPARED BY: BOTTICELLI & POHL, P.C.  
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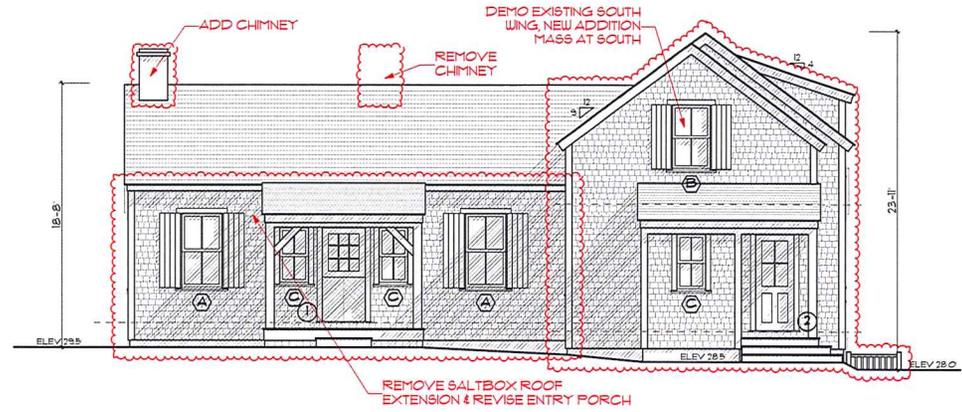
ID #  
**L-1.1**



3 HISTORIC WEST ELEVATION  
Scale: 1/8" = 1'-0"



4 EXISTING WEST ELEVATION  
Scale: 1/8" = 1'-0"



1 PROPOSED WEST ELEVATION  
Scale: 1/4" = 1'-0"



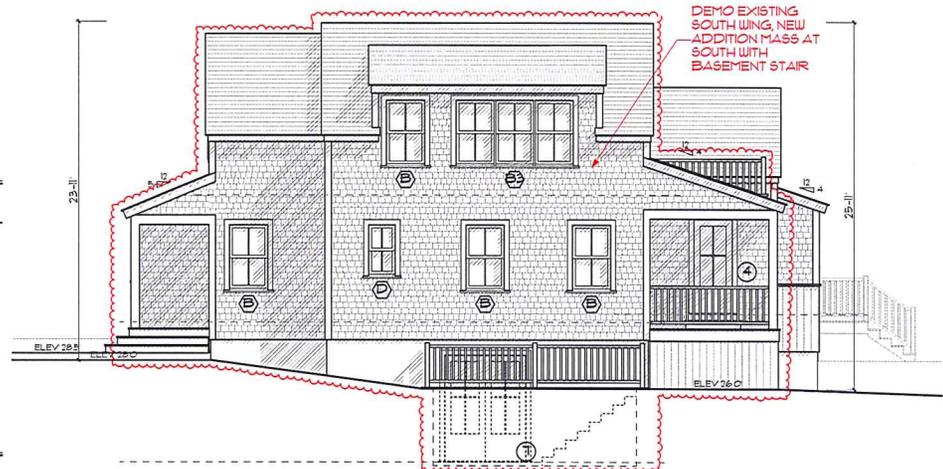
7 HISTORIC SOUTHWEST PHOTO



6 HISTORIC SOUTH ELEVATION  
Scale: 1/8" = 1'-0"



5 EXISTING SOUTH ELEVATION  
Scale: 1/8" = 1'-0"



2 PROPOSED SOUTH ELEVATION  
Scale: 1/4" = 1'-0"

Specifications at 88 Quinnet Road, Nantucket, MA. Window & Exterior Door Schedule. Rev. 3/20/2020

Window Schedule	Window Type	Material	Finish	Weight	Comments
W-01	Double Hung	UP	White	2 1/2"	
W-02	Double Hung	UP	White	2 1/2"	
W-03	Double Hung	UP	White	2 1/2"	
W-04	Double Hung	UP	White	2 1/2"	
W-05	Double Hung	UP	White	2 1/2"	
W-06	Double Hung	UP	White	2 1/2"	
W-07	Double Hung	UP	White	2 1/2"	
W-08	Double Hung	UP	White	2 1/2"	
W-09	Double Hung	UP	White	2 1/2"	
W-10	Double Hung	UP	White	2 1/2"	
W-11	Double Hung	UP	White	2 1/2"	
W-12	Double Hung	UP	White	2 1/2"	
W-13	Double Hung	UP	White	2 1/2"	
W-14	Double Hung	UP	White	2 1/2"	
W-15	Double Hung	UP	White	2 1/2"	
W-16	Double Hung	UP	White	2 1/2"	
W-17	Double Hung	UP	White	2 1/2"	
W-18	Double Hung	UP	White	2 1/2"	
W-19	Double Hung	UP	White	2 1/2"	
W-20	Double Hung	UP	White	2 1/2"	
W-21	Double Hung	UP	White	2 1/2"	
W-22	Double Hung	UP	White	2 1/2"	
W-23	Double Hung	UP	White	2 1/2"	
W-24	Double Hung	UP	White	2 1/2"	
W-25	Double Hung	UP	White	2 1/2"	
W-26	Double Hung	UP	White	2 1/2"	
W-27	Double Hung	UP	White	2 1/2"	
W-28	Double Hung	UP	White	2 1/2"	
W-29	Double Hung	UP	White	2 1/2"	
W-30	Double Hung	UP	White	2 1/2"	
W-31	Double Hung	UP	White	2 1/2"	
W-32	Double Hung	UP	White	2 1/2"	
W-33	Double Hung	UP	White	2 1/2"	
W-34	Double Hung	UP	White	2 1/2"	
W-35	Double Hung	UP	White	2 1/2"	
W-36	Double Hung	UP	White	2 1/2"	
W-37	Double Hung	UP	White	2 1/2"	
W-38	Double Hung	UP	White	2 1/2"	
W-39	Double Hung	UP	White	2 1/2"	
W-40	Double Hung	UP	White	2 1/2"	
W-41	Double Hung	UP	White	2 1/2"	
W-42	Double Hung	UP	White	2 1/2"	
W-43	Double Hung	UP	White	2 1/2"	
W-44	Double Hung	UP	White	2 1/2"	
W-45	Double Hung	UP	White	2 1/2"	
W-46	Double Hung	UP	White	2 1/2"	
W-47	Double Hung	UP	White	2 1/2"	
W-48	Double Hung	UP	White	2 1/2"	
W-49	Double Hung	UP	White	2 1/2"	
W-50	Double Hung	UP	White	2 1/2"	
W-51	Double Hung	UP	White	2 1/2"	
W-52	Double Hung	UP	White	2 1/2"	
W-53	Double Hung	UP	White	2 1/2"	
W-54	Double Hung	UP	White	2 1/2"	
W-55	Double Hung	UP	White	2 1/2"	
W-56	Double Hung	UP	White	2 1/2"	
W-57	Double Hung	UP	White	2 1/2"	
W-58	Double Hung	UP	White	2 1/2"	
W-59	Double Hung	UP	White	2 1/2"	
W-60	Double Hung	UP	White	2 1/2"	
W-61	Double Hung	UP	White	2 1/2"	
W-62	Double Hung	UP	White	2 1/2"	
W-63	Double Hung	UP	White	2 1/2"	
W-64	Double Hung	UP	White	2 1/2"	
W-65	Double Hung	UP	White	2 1/2"	
W-66	Double Hung	UP	White	2 1/2"	
W-67	Double Hung	UP	White	2 1/2"	
W-68	Double Hung	UP	White	2 1/2"	
W-69	Double Hung	UP	White	2 1/2"	
W-70	Double Hung	UP	White	2 1/2"	
W-71	Double Hung	UP	White	2 1/2"	
W-72	Double Hung	UP	White	2 1/2"	
W-73	Double Hung	UP	White	2 1/2"	
W-74	Double Hung	UP	White	2 1/2"	
W-75	Double Hung	UP	White	2 1/2"	
W-76	Double Hung	UP	White	2 1/2"	
W-77	Double Hung	UP	White	2 1/2"	
W-78	Double Hung	UP	White	2 1/2"	
W-79	Double Hung	UP	White	2 1/2"	
W-80	Double Hung	UP	White	2 1/2"	
W-81	Double Hung	UP	White	2 1/2"	
W-82	Double Hung	UP	White	2 1/2"	
W-83	Double Hung	UP	White	2 1/2"	
W-84	Double Hung	UP	White	2 1/2"	
W-85	Double Hung	UP	White	2 1/2"	
W-86	Double Hung	UP	White	2 1/2"	
W-87	Double Hung	UP	White	2 1/2"	
W-88	Double Hung	UP	White	2 1/2"	
W-89	Double Hung	UP	White	2 1/2"	
W-90	Double Hung	UP	White	2 1/2"	
W-91	Double Hung	UP	White	2 1/2"	
W-92	Double Hung	UP	White	2 1/2"	
W-93	Double Hung	UP	White	2 1/2"	
W-94	Double Hung	UP	White	2 1/2"	
W-95	Double Hung	UP	White	2 1/2"	
W-96	Double Hung	UP	White	2 1/2"	
W-97	Double Hung	UP	White	2 1/2"	
W-98	Double Hung	UP	White	2 1/2"	
W-99	Double Hung	UP	White	2 1/2"	
W-100	Double Hung	UP	White	2 1/2"	

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West & South Elevations

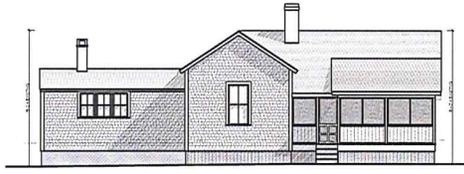
Revisions at 88 Quinnet Road, Nantucket, MA 02554

ARCH: 21 PARCEL: 10, 101, 102, 115 ZONING: INFO: R-30

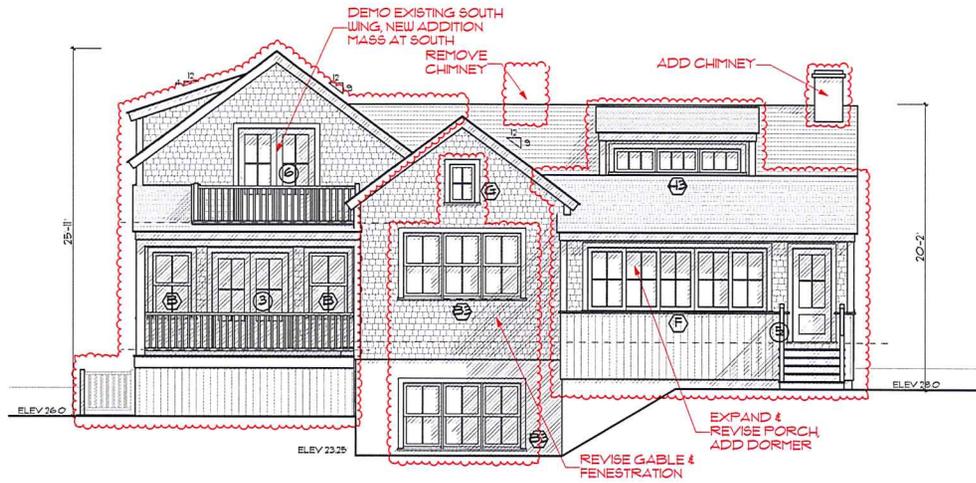
REVISED: 10/15/2020

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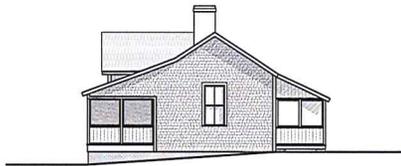
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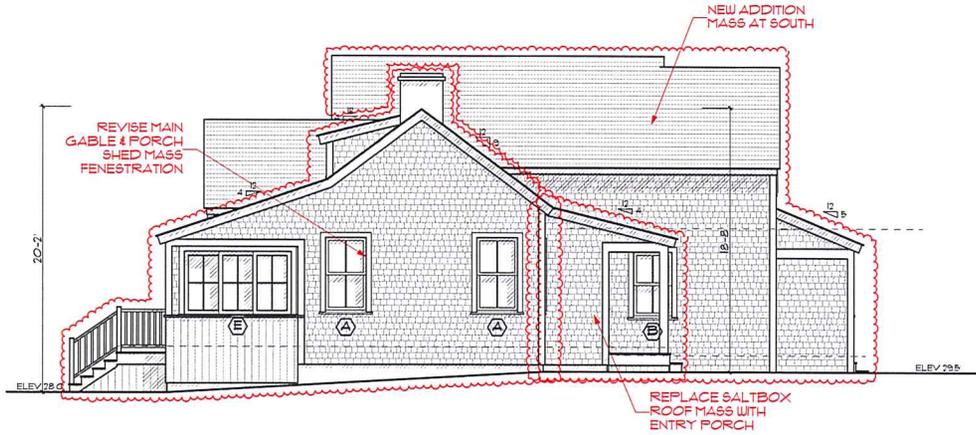
3 EXISTING EAST ELEVATION  
Scale: 1/8" = 1'-0"



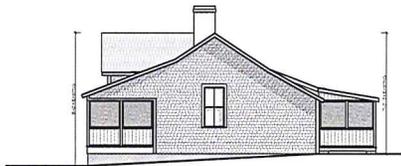
1 PROPOSED EAST ELEVATION  
Scale: 1/4" = 1'-0"



5 HISTORIC NORTH ELEVATION  
Scale: 1/8" = 1'-0"



2 PROPOSED NORTH ELEVATION  
Scale: 1/4" = 1'-0"



4 EXISTING NORTH ELEVATION  
Scale: 1/8" = 1'-0"

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REVISIONS

DATE

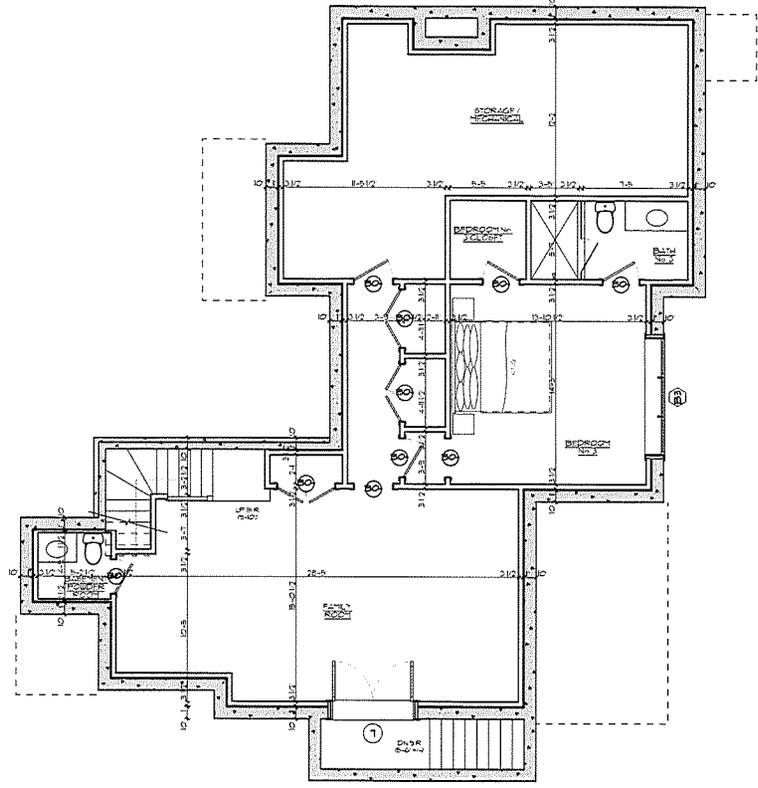
East & North Elevations

Renovations at  
88 Quiddnet Road  
Nantucket, MA 02554  
MAP NO. 31 TOWNING INFO. R-30  
PARCEL NO. 76, 104, 109, 115 REVISED:  
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P. 508.283.5555 F. 617.435.1431



1 BASEMENT FLOOR PLAN  
Scale: 1/4" = 1'-0"

Renovations at  
88 Quiddnet Road  
Nantucket, MA 02554  
MAP NO. 21 TOWNING INFO: R-20  
PARCEL NO. 75, 104, 109, 115 REVISED.  
All dimensions shown are based on the approved plans of Botticelli & Pohl, LLC.  
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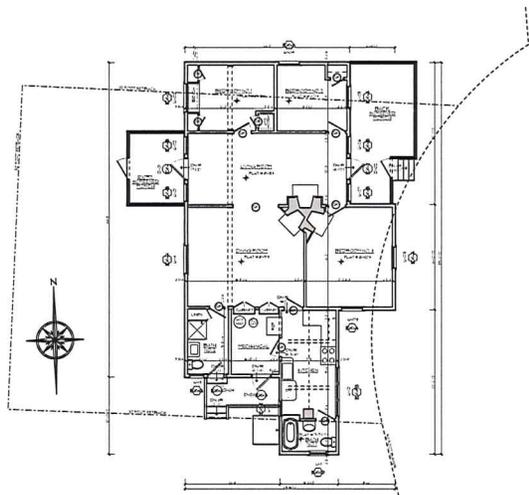
ID #  
A-1.0

Basement Floor Plan

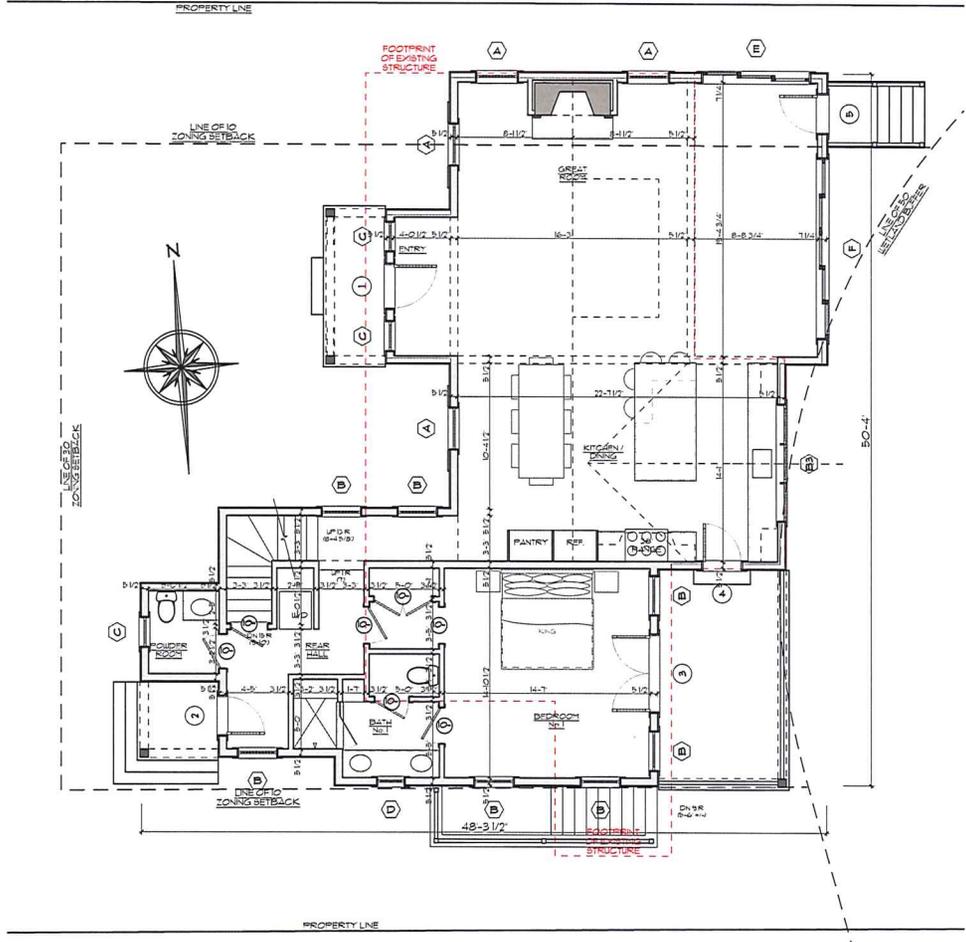
DATE	REVISIONS

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110 OLD BOWEN ROAD, NANTUCKET, MA 02554 | 115 STATE STREET, BOSTON, MA 02109 | BOTTICELLIANDPOHL.COM  
P. 508.293.3155



2 EXISTING FIRST FLOOR PLAN  
Scale: 1/8" = 1'-0"



1 FIRST FLOOR PLAN  
Scale: 1/4" = 1'-0"

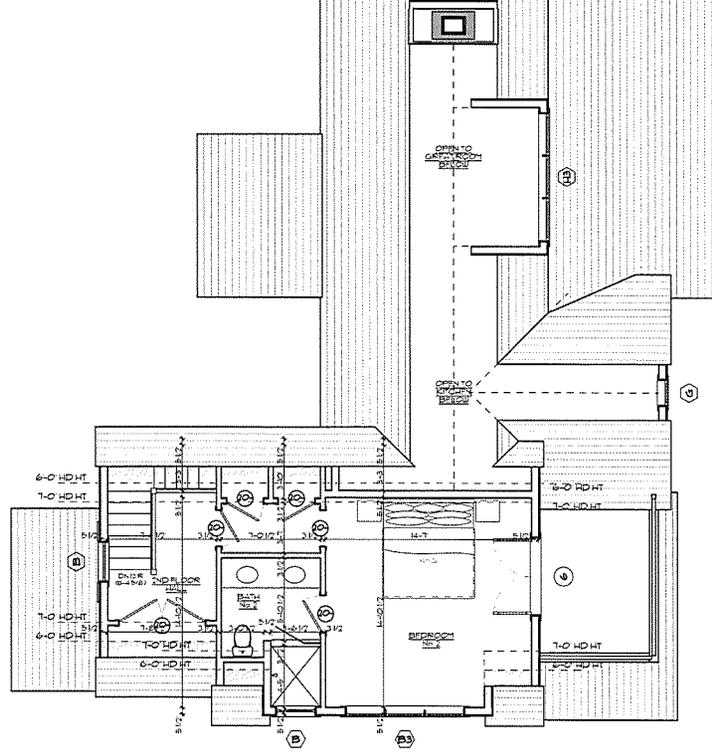
Renovations at  
 88 Quiddnet Road  
 Nantucket, MA 02554  
 MAP NO. 22, 104, 103, 115 ZONING INFO: R-20  
 PARCEL NO. 25, 104, 103, 115 REVISIONS:  
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 P. 508.223.2433 P. 508.223.2431

DATE	REVISIONS

ID #  
**A-1.1**

First Floor Plan



1 SECOND FLOOR PLAN  
Scale: 1/4" = 1'-0"

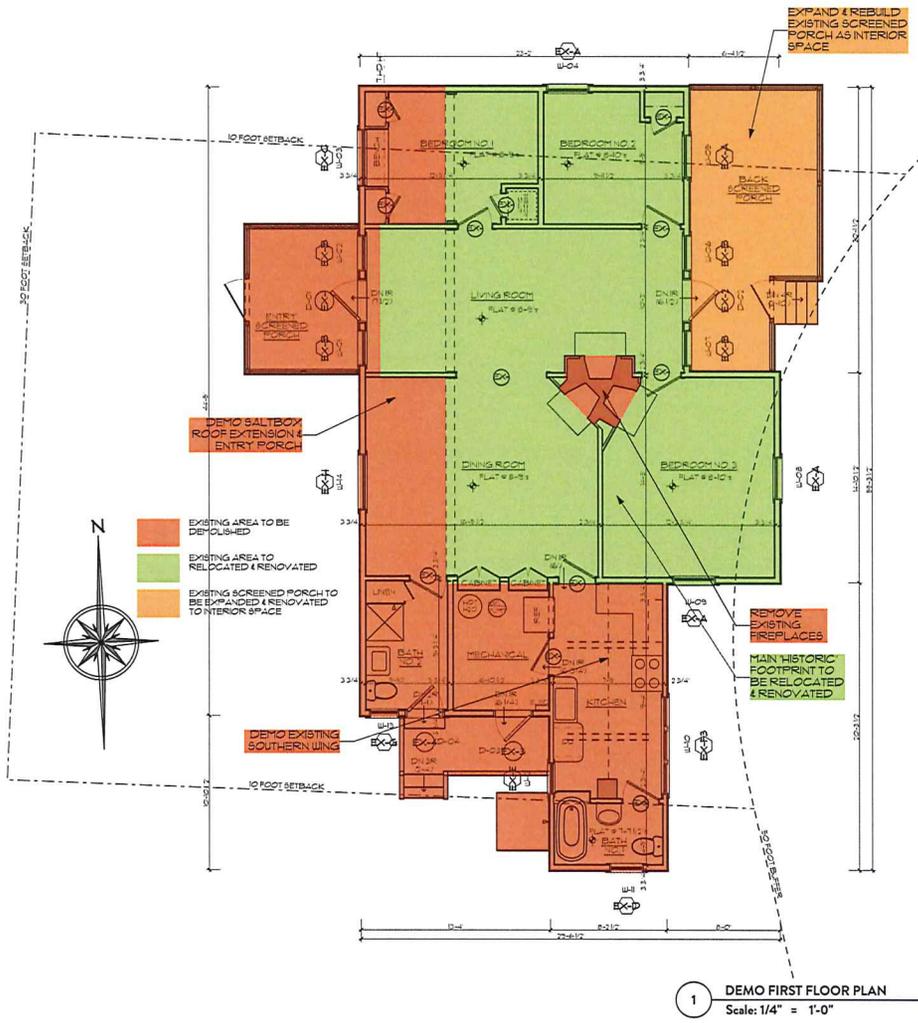
Renovations at  
88 Quiddnet Road  
Nantucket, MA 02554  
MAP NO. 31 ZONING INFO: R-20  
PARCELS 19, 18, 17, 15 REVISED  
The publication of these documents is prohibited without the approval of the Planning & Zoning Commission.

ID #  
A-1.2

Second Floor Plan

DATE	REVISIONS

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1 DEMO FIRST FLOOR PLAN  
Scale: 1/4" = 1'-0"

BOTTICELLI & POHL

First Floor Demolition Plan

Renovations at  
88 Quidnet Road  
Nantucket, MA 02554

MAP NO. 21 ZONING INFO: R-20  
PARCEL NO. 20, 104, 109, 115 REVISION:  
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DATE REVISIONS

DATE	REVISIONS

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P. 508.333.4433 | F. 617.482.4543

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BOARD OF ASSESSORS  
FEB 18 2020  
TOWN OF  
NANTUCKET, MA

10-

Town of Nantucket

Zoning Board of Appeals

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER Timothy E. and Elizabeth Quinlisk .....

MAILING ADDRESS c/o Sarah F. Alger, P.C., Four North Water Street, Nantucket, MA 02554 .....

PROPERTY LOCATION 88 Quidnet Road .....

ASSESSOR MAP/PARCEL Map 21, Parcel 109, 104 and 70 .....

SUBMITTED BY Holly Fernandes .....

SEE ATTACHED PAGES

I certify that the foregoing is a list of all persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 and Zoning Code Chapter 40A, Section 139-29B (2)).

02-18-2020  
DATE

*Christine M. Hanagan*  
ASSESSOR'S OFFICE  
TOWN OF NANTUCKET

	A	B	C	D	E	F	G	H	I	J	K	L
1	M/BLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location	USE	Internal ID
	21	96		MILLER MARLIN JR TRST	QUIDNET PROPERTY NOM TR	211 NORTH TUPEHOCKEN RD	READING	PA	19601	64 QUIDNET RD	1010	515
23	21	98		NANTUCKET ISLANDS LAND BANK		22 BROAD ST	NANTUCKET	MA	02554	78 QUIDNET RD	9910	516
24	21	99		MILLER MARLIN JR		211 NORTH TULPEHOCKEN	READING	PA	19601	80 QUIDNET RD	1013	517
25	21	100		QUIDNET PROPERTIES LLC	C/O HARVEY EISEN	PO BOX 742	MOUNT KISCO	NY	10549	84 QUIDNET RD	132R	518
26	21	101		QUIDNET PROPERTIES LLC	C/O KEITH M YANKOW	P O BOX 742	MOUNT KISCO	NY	10549	84 QUIDNET RD	1013	519
27	21	102		TILL DEREK E & STEPHEN E TRSTS		106 OLD BILLERICA RD APT 130	BEDFORD	MA	01730	86 QUIDNET RD	1013	520
28	21	103		TILL DEREK E & STEPHEN E TRS	DRUMLIN REALTY TRUST	106 OLD BILLERICA RD APT 130	BEDFORD	MA	01730	86 QUIDNET RD	132R	521
29	21	104		QUINLISK TIMOTHY E & ELIZABETH A		PO BOX 2450	NANTUCKET	MA	02554	88 QUIDNET RD	132R	522
30	21	105		QUIDNET PROPERTIES LLC	C/O KEITH M YANKOW	PO BOX 742	MOUNT KISCO	NY	10549	90 QUIDNET RD	132R	523
31	21	107		SWART GREGORY S & ANN CAMERON K		40 SEAFIRTH PLACE	TIBURON	CA	94920	94 QUIDNET RD	1013	524
32	21	108		QUIDNET PROPERTIES LLC	C/O HARVEY EISEN	PO BOX 742	MOUNT KISCO	NY	10549	90 QUIDNET RD	1093	525
33	21	109		QUINLISK TIMOTHY E & ELIZABETH A		PO BOX 2450	DUXBURY	MA	02331	88 QUIDNET RD	1013	526
34	21	110		MILLER MARLIN JR ETAL TRUSTEES	QUIDNET PARTNERSHIP NOM TRUST	211 NORTH PULPEHOCKEN ROAD	READING	PA	19601	74 QUIDNET RD	1300	527
35	21	111		ABRY CHARLES L		144 LINCOLN ST SUITE 6	BOSTON	MA	02111	72 QUIDNET RD	1010	528
36	21	113		MILLER MARLIN JR TRST	QUIDNET PROPERTY NOM TRST	211 NORTH TUPEHOCKEN RD	READING	PA	19601	68 QUIDNET RD	1010	529
37	21	114		PERRY ANTHONY G & TERESA G		61 OLD SOUTH RD #133	NANTUCKET	MA	02554	67 QUIDNET RD	1010	530
38	21	115		QUINLISK TIMOTHY E & ELIZABETH A		PO BOX 2450	DUXBURY	MA	02331	65 QUIDNET RD	1320	531
39												
40	Count:	38										

	A	B	C	D	E	F	G	H	I	J	K	L	
1	M/BLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location	USE	Internal ID	
1		21	59	DENNINGER DOUGLAS ETAL		226 APRIL LANE	TIVERTON	RI	02878	52 QUIDNET RD	1090	486	
2		21	65	NANTUCKET ISLANDS LAND BANK		22 BROAD ST	NANTUCKET	MA	02554	78 QUIDNET RD	9910	488	
3		21	66	MILLER MARLIN JR		211 NORTH TULPEHOCKEN	READING	PA	19601	80 QUIDNET RD	1323	489	
4		21	67	QUIDNET PROPERTIES LLC	C/O HARVEY EISEN	PO BOX 742	MOUNT KISCO	NY	10549	84 QUIDNET RD	1323	490	
5		21	68	QUIDNET PROPERTIES LLC	C/O HARVEY EISEN	PO BOX 742	MOUNT KISCO	NY	10549	84 QUIDNET RD	1323	491	
6		21	69	TILL DEREK E & STEPHEN E TRS		106 OLD BILLERICA RD APT 130	BEDFORD	MA	01730	86 QUIDNET RD	1323	492	
7		21	70	QUINLISK TIMOTHY E & ELIZABETH A		PO BOX 2450	DUXBURY	MA	02331	88 QUIDNET RD	1323	493	
8		21	71	QUIDNET PROPERTIES LLC	C/O HARVEY EISEN	PO BOX 742	MOUNT KISCO	NY	10549	90 QUIDNET RD	1323	494	
9		21	73	MEYER BRADLEY C & ALICIA C TR	MEYER BRADLEY C REV TRUST	649 PONUS RIDGE RD	NEW CANAAN	CT	06840	100 QUIDNET RD	1013	495	
10		21	74	GIGUERE TERESSA D TRST		61 OLD SOUTH RD #133	NANTUCKET	MA	02554	102 QUIDNET RD	1093	496	
11		21	76							36-36A SESACHACHA RD	995	114554	
12		21	76	1	SCHLOTT KIM MCMAHON	258 MERCER ROAD	PRINCETON	NJ	08540	36B SESACHACHA RD	1023	497	
13		21	76	2	36C SESACHACHA ROAD LLC	124 WASHINGTON ST STE 101	FOXBOROUGH	MA	02035	36C SESACHACHA RD	1023	498	
14		21	76	3	GLIDDEN RICHARD J TRST	NETHERTHORPE CURRAN	11 AUSTIN STREET	LINCOLNSHIRE	UK	PE9 2QR	36D SESACHACHA RD	1023	499
15		21	76	4	WRIGHT ARTHUR & MARILYN		147 HILLYNDALE RD	STORRS	CT	06268	36A SESACHACHA RD	1023	500
16		21	80		PERRY TERESSA G		61 OLD SOUTH RD #133	NANTUCKET	MA	02554	24 SESACHACHA RD	1010	503
17		21	81	1	NANTUCKET TOWN OF		16 BROAD ST	NANTUCKET	MA	02554	18 SESACHACHA RD	9302	504
18		21	81	2	LIPP WENDY		27 SPRING HOUSE RD	POUND RIDGE	NY	10576	59 QUIDNET RD	1090	505
19		21	81	3	LAKE VIEW VILLA II LLC		30 PEACHCROFT DR	BERNARDSVILLE	NJ	07924	61 QUIDNET RD	1010	506
20		21	88		WENDY LIPP		27 SPRING HOUSE RD	POUND RIDGE	NY	10576	2 SESACHACHA RD	109R	511
21		21	89		ROSENFELD ERIC TR	57 QUIDNET ROAD TRUST	217 HOMMUCKS ROAD	LARCHMONT	NY	10538	57 QUIDNET RD	1010	512

21/ / 74/ /  
GIGUERE TERESSA D TRST  
61 OLD SOUTH RD #133  
NANTUCKET , MA 02554

21/ / 89/ /  
ROSENFELD ERIC TR  
57 QUIDNET ROAD TRUST  
217 HOMMUCKS ROAD  
LARCHMONT , NY 10538

21/ / 59/ /  
DENNINGER DOUGLAS ETAL  
226 APRIL LANE  
TIVERTON , RI 02878

21/ / 76/1 /  
SCHLOTT KIM MCMAHON  
258 MERCER ROAD  
PRINCETON , NJ 08540

21/ / 96/ /  
MILLER MARLIN JR TRST  
QUIDNET PROPERTY NOM TR  
211 NORTH TUPEHOCKEN RD  
READING , PA 19601

21/ / 65/ /  
NANTUCKET ISLANDS LAND BANK  
22 BROAD ST  
NANTUCKET , MA 02554

21/ / 76/2 /  
36C SESACHACHA ROAD LLC  
124 WASHINGTON ST STE 101  
FOXBOROUGH , MA 02035

21/ / 98/ /  
NANTUCKET ISLANDS LAND BANK  
22 BROAD ST  
NANTUCKET , MA 02554

21/ / 66/ /  
MILLER MARLIN JR  
211 NORTH TULPEHOCKEN  
READING , PA 19601

21/ / 76/3 /  
GLIDDEN RICHARD J TRST  
NETHERTHORPE CURRAN  
11 AUSTIN STREET, STAMFORD  
LINCOLNSHIRE , UK PE9 2QR

21/ / 99/ /  
MILLER MARLIN JR  
211 NORTH TULPEHOCKEN  
READING , PA 19601

21/ / 67/ /  
QUIDNET PROPERTIES LLC  
C/O HARVEY EISEN  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 76/4 /  
WRIGHT ARTHUR & MARILYN  
147 HILLYNDALE RD  
STORRS , CT 06268

21/ / 100/ /  
QUIDNET PROPERTIES LLC  
C/O HARVEY EISEN  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 68/ /  
QUIDNET PROPERTIES LLC  
C/O HARVEY EISEN  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 80/ /  
PERRY TERESSA G  
61 OLD SOUTH RD #133  
NANTUCKET , MA 02554

21/ / 101/ /  
QUIDNET PROPERTIES LLC  
C/O KEITH M YANKOW  
P O BOX 742  
MOUNT KISCO , NY 10549.

21/ / 69/ /  
TILL DEREK E & STEPHEN E TRS  
106 OLD BILLERICA RD APT 130  
BEDFORD , MA 01730

21/ / 81/1 /  
NANTUCKET TOWN OF  
16 BROAD ST  
NANTUCKET , MA 02554

21/ / 102/ /  
TILL DEREK E & STEPHEN E TRSTS  
106 OLD BILLERICA RD APT 130  
BEDFORD , MA 01730

21/ / 70/ /  
QUINLISK TIMOTHY E & ELIZABETH A  
PO BOX 2450  
DUXBURY , MA 02331

21/ / 81/2 /  
LIPP WENDY  
27 SPRING HOUSE RD  
POUND RIDGE , NY 10576

21/ / 103/ /  
TILL DEREK E & STEPHEN E TRS  
DRUMLIN REALTY TRUST  
106 OLD BILLERICA RD APT 130  
BEDFORD , MA 01730

21/ / 71/ /  
QUIDNET PROPERTIES LLC  
C/O HARVEY EISEN  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 81/3 /  
LAKE VIEW VILLA II LLC  
30 PEACHCROFT DR  
BERNARDSVILLE , NJ 07924

21/ / 104/ /  
QUINLISK TIMOTHY E & ELIZABETH A  
PO BOX 2450  
NANTUCKET , MA 02554

21/ / 73/ /  
MEYER BRADLEY C & ALICIA C TR  
MEYER BRADLEY C REV TRUST  
649 PONUS RIDGE RD  
NEW CANAAN , CT 06840

21/ / 88/ /  
WENDY LIPP  
27 SPRING HOUSE RD  
POUND RIDGE , NY 10576

21/ / 105/ /  
QUIDNET PROPERTIES LLC  
C/O KEITH M YANKOW  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 107/ /  
SWART GREGORY S & ANN CAMERON  
K  
40 SEAFIRTH PLACE  
TIBURON , CA 94920

21/ / 108/ /  
QUIDNET PROPERTIES LLC  
C/O HARVEY EISEN  
PO BOX 742  
MOUNT KISCO , NY 10549

21/ / 109/ /  
QUINLISK TIMOTHY E & ELIZABETH A  
PO BOX 2450  
DUXBURY , MA 02331

21/ / 110/ /  
MILLER MARLIN JR ETAL TRUSTEES  
QUIDNET PARTNERSHIP NOM TRUST  
211 NORTH PULPEHOCKEN ROAD  
READING , PA 19601

21/ / 111/ /  
ABRY CHARLES L  
144 LINCOLN ST SUITE 6  
BOSTON , MA 02111

21/ / 113/ /  
MILLER MARLIN JR TRST  
QUIDNET PROPERTY NOM TRST  
211 NORTH TUPEHOCKEN RD  
READING , PA 19601

21/ / 114/ /  
PERRY ANTHONY G & TERESA G  
61 OLD SOUTH RD #133  
NANTUCKET , MA 02554

21/ / 115/ /  
QUINLISK TIMOTHY E & ELIZABETH A  
PO BOX 2450  
DUXBURY , MA 02331

**Supplemental  
Materials  
Submitted by  
applicant  
ON 5/12/20**

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**QUINLISK**

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**88 Quidnet Rd.**

**File No. 09-20**

The next significant period for Quidnet is 1900 to 1910, when about twelve structures were built. This includes the years when commercial fishing declined and summer people started moving in. Six of these houses were built on Sesachacha Road. Three, 11, 28, and 30, are very close to the pond. Two, 18 (now 61 Quidnet Road) and 24, are set back and up on the hill. All have porches, some very modest and others running across the front and wrapping around one side. The other six houses, along Quidnet Road, are much larger, but again, they are vernacular structures. Most have additions made over the years, usually with little regard to outward appearances. Most (84, 86, 88, and 94 Quidnet Road) overlook the ocean. Almost all the houses from this period are part of the old Norcross farm, later platted for resort lots, and these four predate the development Norcross envisioned.

The owners of 86 Quidnet Road believe that part of their house was a barn that (as Mr. Arthur Norcross remembered) was floated over from north of the lighthouse. The owner of 88 believes it was an old farmhouse, possibly one of the Norcross houses. Number 90, also dating from this period, was demolished and replaced with a new structure in 1988. The house at 94 Quidnet Road is the only one with any semblance of style, including a wrap-around porch, dormers, and clipped eaves. Dating from 1909, it shows influences from the Arts and Crafts movement then sweeping the mainland. The additions to this house are modest and do not dominate the main structure.

During the 1920s, two houses were built, a very modest one at 50 Quidnet Road, and another at 102 Quidnet Road that has been extensively modified. The house at number 50 is small and low to the ground and has no ornamentation but a few additions at the back and on one side. The addition to the side is one room, with windows running along all three elevations, perhaps reflecting use of the house in the summer, when the inhabitants were not concerned with cold and wanted to take advantage of sun and breezes. The house at number 102 is believed to have originated as a Sears, Roebuck house, and, if so, it is the only known Sears house surviving on Nantucket. Although the house has been enlarged over the years, it retains a single façade—the one overlooking the ocean—bearing some resemblance to the original Sears house. According to the owner, the house formerly situated next door (owned by a Mrs. Studwell and demolished many years ago) was also a Sears house. The



A family summerin in Quidnet. This photograph was probably taken between 1910-1930. Photo courtesy of Derek Till.

architectural integrity of number 102 may not stand the test; but that there were Sears houses constructed on Nantucket is a significant reflection of mainland architecture and how its fashions traveled to Nantucket. There is one Sears building on Tuckernuck, but no others are known on Nantucket itself. 102 Quidnet Road could, thus, be one of a kind.

This Sears house in Quidnet ties Nantucket to what is referred to as the bungalow period in the architectural history of the American mainland. Gustav Stickley, furniture designer and publisher of the magazine *Craftsman Movement*, described the bungalow as a house "reduced to its simplest form," a form that "harmonizes with the surrounding landscape." The bungalow house was popular because it could fit into any area of the country, could be built by local builders with local materials, and was based on a simple design with little ornamentation. Realizing the commercial value of this kind of house, Sears, Roebuck offered several bungalow designs in its catalog. Sears bungalow kits were shipped all over the country, from pre-cut lumber and nails to doors and windows.

There are many Sears houses elsewhere in New England, including a large group along the coast near Bar Harbor. There are other examples on such historic properties as Montpelier, in Virginia, the former

**BUILDING/STRUCTURE INVENTORY FORM**  
**NANTUCKET ISLAND ARCHITECTURAL**  
**AND CULTURAL RESOURCES SURVEY**  
NANTUCKET HISTORIC DISTRICT COMMISSION  
NANTUCKET, MASSACHUSETTS

SURVEY/ Q2-22  
FILM ROLL #: 21-109  
MAP/PARCEL#:

Recorded by: JS

Date: 09/26/89

Organization: AGS

**IDENTIFICATION**

1. Street Name & No.: 88 QUIDNET ROAD

2. Building Name: N/A

3. Ownership: Private

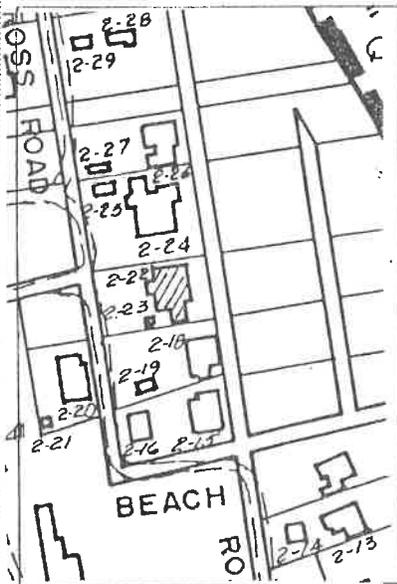
4. Present Owner: DERRY/LUNT

5. Ownership History:  
Built for Rickerson.

6. Use: Original: Dwelling Present: Dwelling  
Seasonal/Year-Round: Seasonal

7. Accessibility to Public: Visible from Public Road? Yes  
Interior: N/A

8. MAP -- 3 X 2"



## GENERAL SETTING AND ORIENTATION OF BUILDING

10. Lot Size: N/A
11. Approximate Frontage (ft.): N/A
12. Setback from Street (ft.): 40 feet
13. Orientation to Street Address: Ridge Parallel
14. Surroundings: Scattered Buildings, Residential
15. Related Outbuildings and Property: Q2-23
16. Other Notable Features:  
N/A

## DESCRIPTION

17. Foundation: Unknown
18. Structural System: Woodframe
19. Exterior Wall Material, Front Facade: Shingles-Weathered
20. Exterior Wall Material, Side Elevations: Shingles-Weathered
21. Exterior Wall Material, Rear Elevation: Shingles-Weathered
22. Number of Stories: 1
23. Roof Shape: Gable
24. Roofing Material: Composition Shingle
25. Roof Features: N/A
26. Dormer Roof(s): Shed
27. Chimney Material: Brick-unpainted
28. Chimney Position: Off Center
29. Number of Chimneys: 2
30. Chimney Features: Corbelling
31. Front/Primary Door Location: Off Center
32. Front/Primary Door Frame Features: Flush Frame
33. Number of Bays: N/A
34. Window Frame Type: Flush
35. Window Sash Type(s) - Front Facade: 1/1
  
36. Porch: Front
37. Signage: N/A
38. Details: Corner boards-plain
39. Condition: Good
40. Integrity: N/A
41. Alterations:  
Originally south of cut on the beach, moved in 1920 to present location.

SIGNIFICANCE

42. Role the Building Plays: National Register: Contributing

43. Date of Initial Construction: Circa 1900

Source: Alan Norcross

Architect: Unknown

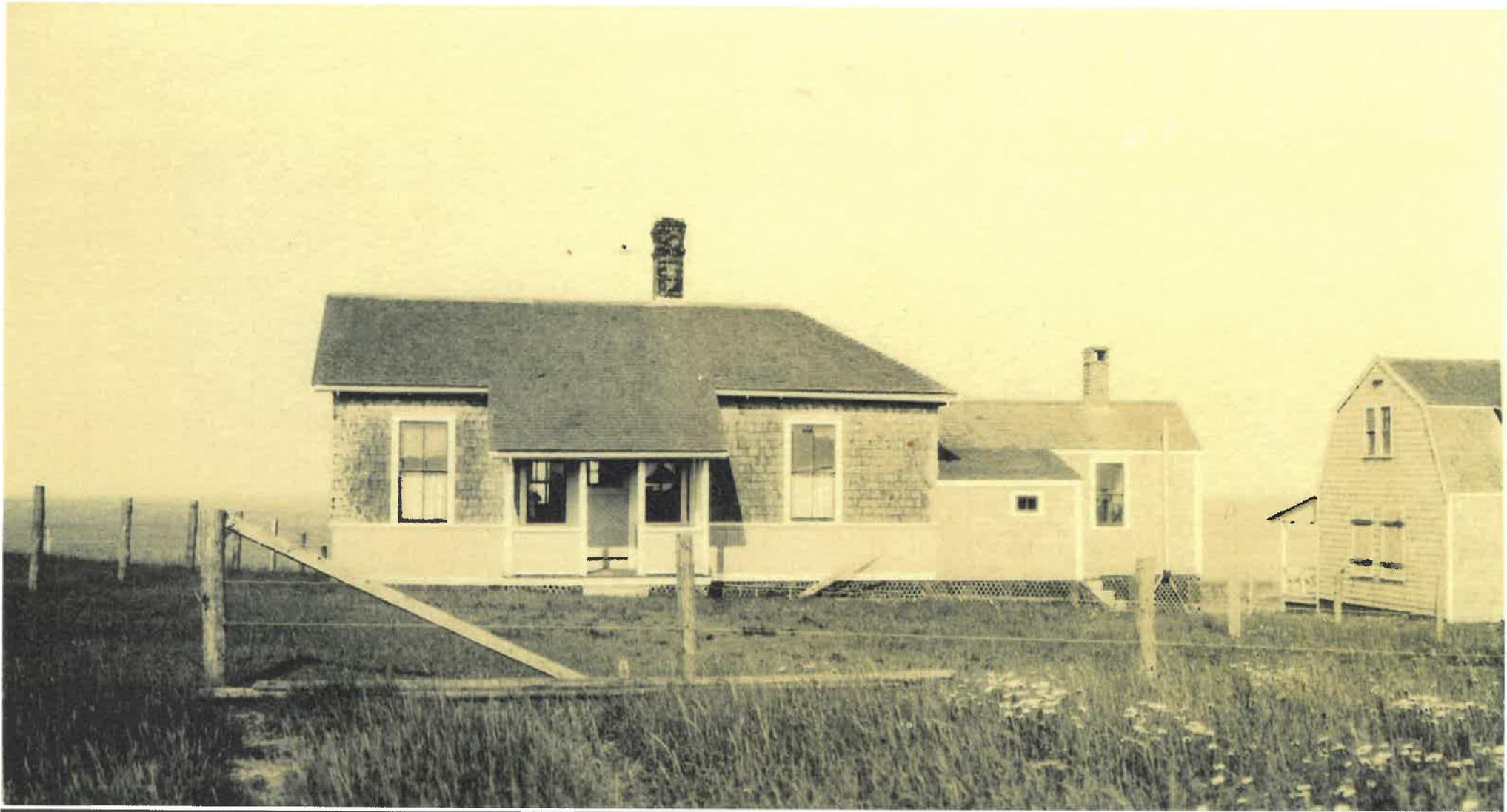
Builder: Unknown

44. Building Type: Box

45. Architectural Style: N/A

46. Historical and Architectural Importance:  
Unknown

47. Sources: N/A



House in Quidnet on the ocean bluff, at 88 Quidnet Road. The...

Downloaded from Google Translate



1900s, 1910s (circa), 1920s (circa)

137



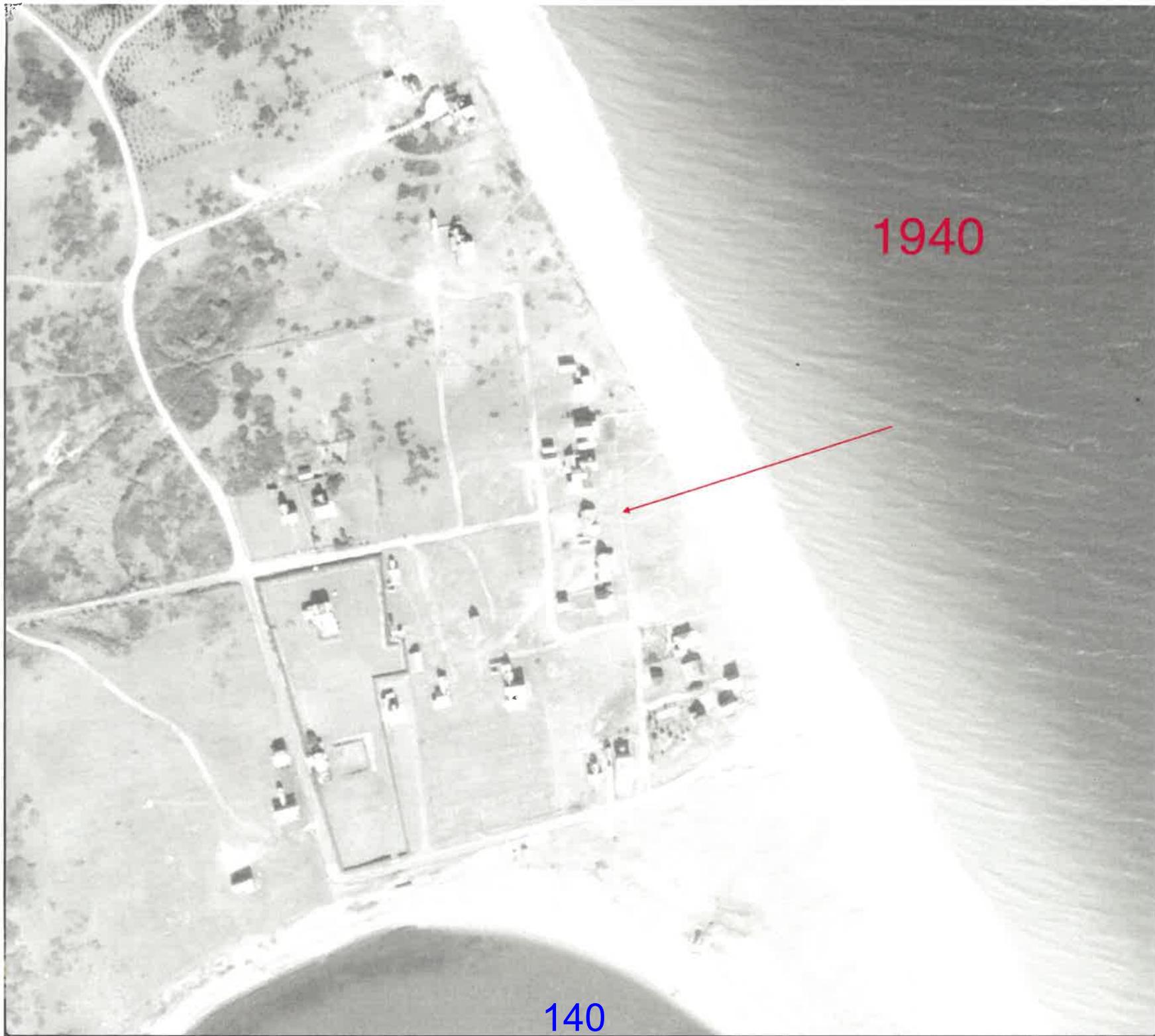
1900s, 1910s (circa)

138



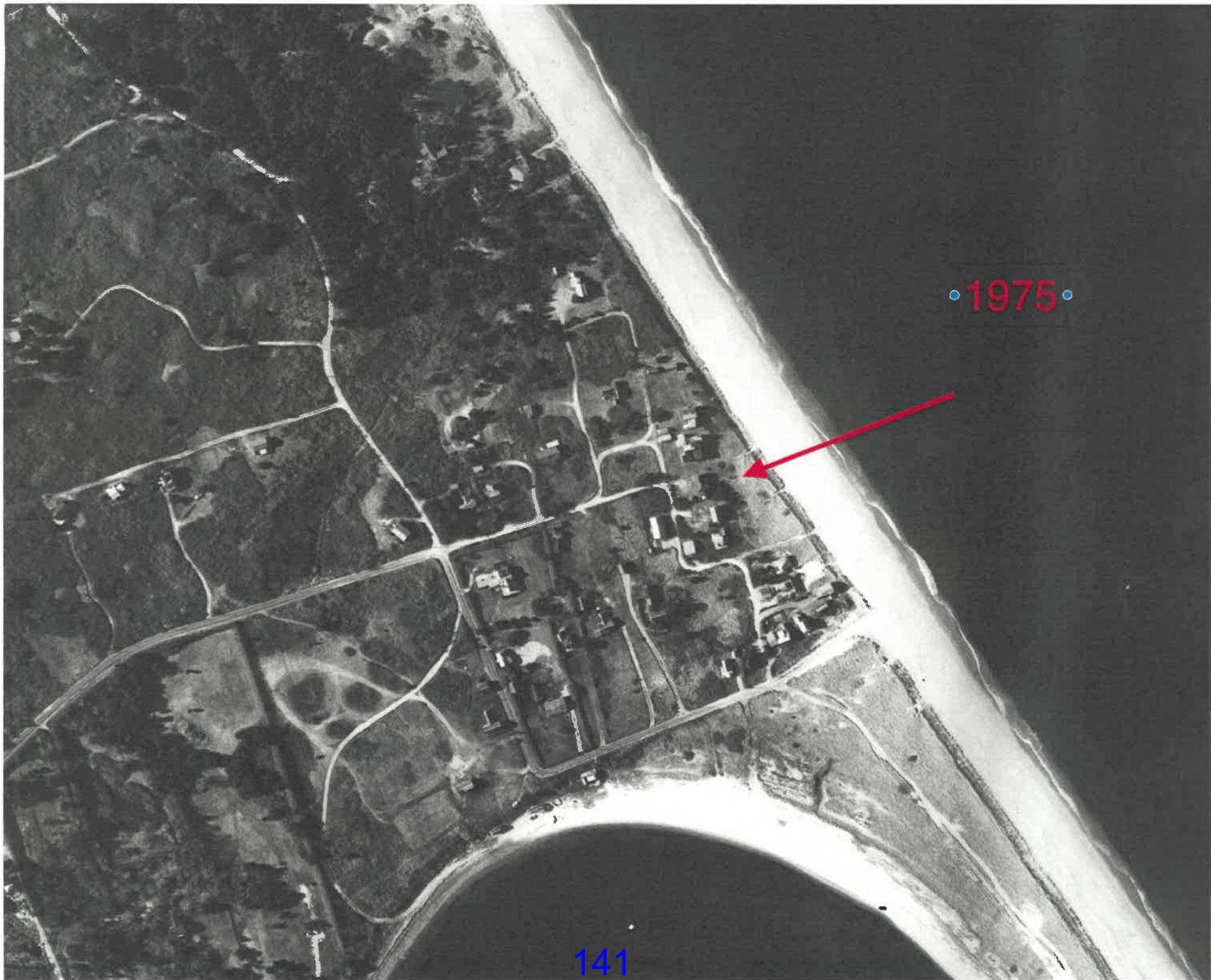
1920s

139



1940

140



•1975•



1993

# LETTERS

LAW OFFICES OF  
**KEITH M. YANKOW**

yankow@nantucketislandlaw.com

3 SPARKS AVENUE - P.O. BOX 675 • NANTUCKET, MA • 02554

PHONE: 508-228-6688 • FAX: 508-228-6698

May 13, 2020

Via email only to [eantonietti@nantucket-ma.gov](mailto:eantonietti@nantucket-ma.gov)

Nantucket Zoning Board of Appeals

2 Fairgrounds Road

Nantucket, MA 02554

RE: Quinlisk, File No. 09-20, 88 Quidnet Road

Dear Members:

This office represents Quidnet Properties, LLC, owner of the property at 90 Quidnet Road, abutting 88 Quidnet Road to the south.

88 Quidnet Road is the structure everyone sees directly in front of them from the four way stop at Quidnet and Squam Roads. The many residents who walk the "donut" (the circle made by Quidnet and Sesachacha Roads) pass by it. Its visibility impacts the whole neighborhood.

The applicant seeks to make substantial changes to the structure on all elevations. The plans, including the north and south side yard set-back encroachments as proposed, have yet to be reviewed by the Nantucket Historic District Commission. Overall, the design is likely to be altered by the HDC, given the extent of the demolition and additions.

We are requesting the ZBA postpone consideration of the relief requested until the HDC makes its decision.

Respectfully Submitted,



Keith M. Yankow

Cc: [sfa@sfapc.com](mailto:sfa@sfapc.com)

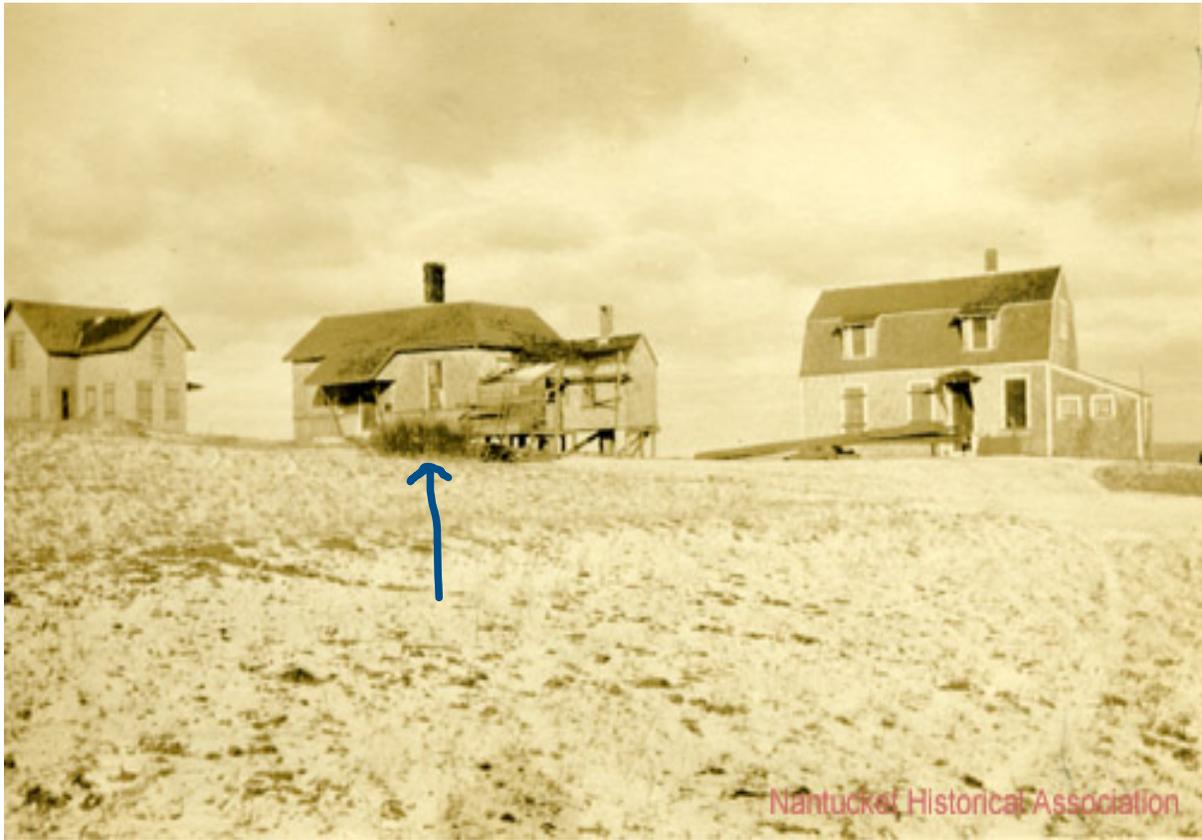
**From:** [Linda Williams](#)  
**To:** [Eleanor Antonietti](#)  
**Cc:** [Susan McCarthy](#)  
**Subject:** JOB 88 QUIDNET ROAD HDC OPPOSITION 3.11.2020 YANKOW  
**Date:** Wednesday, May 13, 2020 2:29:18 PM  
**Attachments:** [JOB 88 QUIDNET ROAD HDC OPPOSITION 3.11.2020 YANKOW.docx](#)

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Please add this to Keith Yankow's letter you just got. We would like the matter held until the HDC has approved this plan. It may change and like in town where the ZBA routinely holds this type of change until the HDC has done to avoid going back and forth, this is an historic structure, over 100 years old and referenced in the Quidnet Book. Thanks, Linda Williams for the owners of 90 Quidnet Road.

**88 QUIDNET ROAD**

**1900 – 1910**



**1920**



1910 – 1920



1930



1930



**Notes**

Bertram Ray, in **Quidnet**, kneeling on the grass holding shears, smoking a pipe. The house behind him on the left is possibly 94 **Quidnet** Road.

**Historical note**

Bertram Ray, husband of Louise Ray

1940



**Date**  
1940s

**NHA Notes**

**Quidnet** houses with a car in the entrance of a whalebone gate. House on the left is at 24 Sesachacha Road.

**Historical note**

Nantucket has several "villages," small enclaves of houses and families. The population of these communities expands in the summer, but there are always year-round residents in each. These include Madaket, Tom Nevers, Shimmo, Monomoy, Quaise, and Quidnet. Quidnet, pictured here, had gateposts of whalebone for many years.



1910



**Notes**

**Quidnet**, as seen from the shore of Sesachacha Pond, showing several houses, and the whalebone gate.

1870



150

1926



**MATERIALS**

**PROVIDED BY**

**APPLICANT**

**TO SUPPLEMENT**

**APPLICATION**

# OLDBIZ

Proposed HDC Minutes for March 10, 2020

12. Seas the Day NT 02-0753      23R Sankaty Road      Retaining wall, arbor, & apron      73.1.4-3.1      Brook Meerbergen					
Voting	Welch, McLaughlin, Oliver, Dutra				
Recused	None				
Documentation	Landscape design plans, site plan, and advisory comments.				
Representing	Brook Meerbergen				
Public	None				
Concerns	<p><b>Meerbergen</b> – Presented project. We propose a 3' tall flat-stack Pennsylvania stone; that's what the neighbor has. The privet is on the neighbor's yard.</p> <p><b>Welch</b> – The drawing seems to indicate the wall and privet are in conflict.</p> <p><b>Dutra</b> – Doesn't think this will be visible. Confirmed the retaining wall material</p> <p><b>Oliver</b> – No concerns. However, pictures are required and would have allayed a lot of concerns.</p> <p><b>McLaughlin</b> – No concerns.</p>				
Motion	<b>Motion to Approve as submitted with privet along the northern property line to remain intact. (Dutra)</b>				
Vote	Carried unanimously		Certificate #	HDC2020-02-0753	
13. Richard Phillips Tr 03-0786      19 East Tristram Avenue      Rev. 12-0293: Move on lot & reno      31-4.1      Botticelli & Pohl					
Voting	Welch, McLaughlin, Oliver, Dutra				
Recused	None				
Documentation	Architectural elevation plans, site plan, and photos.				
Representing	Lisa Botticelli, Botticelli & Pohl				
Public	None				
Concerns	<p><b>Botticelli</b> – Presented project.</p> <p><b>Oliver</b> – She appreciates the south elevation changes; it's simpler and less modern. No concern with the basement stair in the front; it will probably be screened with plantings anyways. Based upon lack of visibility has no concerns about the additional door on the north elevation.</p> <p><b>Dutra</b> – Appreciates it wasn't moved back too far. There's massive fenestration but not visible. Likes the previously approved but they're not adding much more. This is massive but not visible.</p> <p><b>McLaughlin</b> – The decking meets guidelines; the 3 decks staggered can't be more than 8-feet deep from wall; the plans shows them as 9 feet deep.</p> <p><b>Welch</b> – We need a clearer site plan; the right most is at elevation 25. Feels there isn't enough information on the height.</p>				
Motion	<b>Motion to Approve as submitted. (Dutra)</b>				
Vote	Carried 3-0//Welch abstain		Certificate #	HDC2020-03-0786	
14. Tim Quinlisk 03-0793      88 Quidnet Road      Demo, move on site, reno, & adtn      21-109      Botticelli & Pohl					
Voting	Welch, McLaughlin, Oliver, Dutra				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, and historical documentation.				
Representing	Lisa Botticelli, Botticelli & Pohl				
Public	None				
Concerns	<p><b>Botticelli</b> – Presented project, circa 1910s.</p> <p><b>Oliver</b> – She did not view but looked at the packet. The renovation will consume house; she appreciates keeping the original main mass. East elevation is overly done and should be kept simple; the dormer with 3 lights could be eliminated. She wants to view for visibility of that side. The north gives a nod to the historic part of the house. West elevation, the door in the addition creates confusion as to which is the main mass and competes with the historic façade; she'd prefer that elevation not have a second door. There are bigger houses out there but you need to tweak it some.</p> <p><b>Dutra</b> – Agrees with Ms. Oliver. Okay with the height. This is an old quirky house. The design is nice. West elevation compliments the old mass; he's not sure about the shutters because there are none on the existing. North elevation silhouette of the main mass is good. The east elevation has a lot going on; visibility is the question. To Ms. Oliver's concern, suggested keeping the entrance to the back (can't due to Conservation Commission setbacks). Asked about the skirt material.</p> <p><b>McLaughlin</b> – This fits into the neighborhood.</p> <p><b>Welch</b> – He is having difficulty; the west has charming Quidnet elements but there is not a lot of the silhouette of the original structure being kept especially with respect to the hip element, the extended plane on the roof, and the bump out. South elevation is a concern with respect to the mass and height. Same with the east elevation. The north is the most successful; it picks up the silhouette and echoes elements bringing them forward. Clarified the demolition plan. Asked for overlay with dash line of the existing structure footprint; it should be included in view packet. Read Holly Backus comments: addition out of scale and too many windows on each elevation.</p> <p><b>Flynn</b> – She will include the historic information on Quidnet in the view pack.</p> <p><b>Backus</b> – Starting next week, Quidnet will be included for review by an advisory board.</p>				
Motion	<b>Motion to View with additional information. (Oliver)</b>				
Vote	Carried unanimously.		Certificate #		

CERTIFICATE NO: \_\_\_\_\_

# OLD BIZ

DATE ISSUED: Sw/Jan/10/15

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

## CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

### PROPERTY DESCRIPTION

TAX MAP N°: 21 PARCEL N°: 109  
 Street & Number of Proposed Work: 88 Quidnet Road  
 Owner of record: Timothy + Elizabeth Quintisk  
 Mailing Address: PO Box 2450  
Duxbury, MA 02331  
 Contact Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

### AGENT INFORMATION (if applicable)

Name: Botticelli + Pohl  
 Mailing Address: 11 Old South Road  
Nantucket, MA 02554  
 Contact Phone #: 828-5155 E-mail: \_\_\_\_\_

### FOR OFFICE USE ONLY

Date application received: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_  
 Must be acted on by: \_\_\_\_\_  
 Extended to: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_  
 Chairman: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Notes - Comments - Restrictions - Conditions

### DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

New Dwelling  Addition  Garage  Driveway/Apron  Commercial  Historical Renovation  Deck/Patio  Steps  Shed  
 Color Change  Fence  Gate  Hardscaping  Move Building  Demolition  Revisions to previous Cert. No. \_\_\_\_\_  
 Pool (Zoning District \_\_\_\_\_)  Roof  Other 7th (New)  
 Size of Structure or Addition: Length: 48'-3 1/2" Sq. Footage 1st floor: (10 Demo) 750 (New) Decks/Patio: 9'-2" x 15'-6" 1st floor  
 Width: 57'-4" (total) Sq. Footage 2nd floor: 585 (New) Size: 4'-4" x 11'-4"  1st floor  2nd floor  
 Sq. Footage 3rd floor: \_\_\_\_\_ Size: 5'-8" x 5'-6"  1st floor  2nd floor 7'-8" x 10'-10"

Difference between existing grade and proposed finish grade: North +0.0' South +0.0' East -2.5' / +0.0' West +0.0'  
 Height of ridge above final finish grade: North 20'-2" South 25'-11" East 25'-11" West 23'-11"

### Additional Remarks

Historic Name: \_\_\_\_\_

Original Date: Circa 1900

Original Builder: \_\_\_\_\_

Is there an HDC survey form for this building attached?  Yes  N/A

### REVISIONS\*

1. East Elevation Partial Demo 610sf. Move + Renovate 750sf Revise Fenestration
  2. South Elevation New Foundation and South Wing
  3. West Elevation Remove Existing Chimney and add new chimney
  4. North Elevation Add Dormer  
Renovate porch + Roof and screen porch
- \*Cloud on drawings and submit photographs of existing elevations.

### DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 6"  Block  Block Parged  Brick (type) \_\_\_\_\_  Poured Concrete  Piers  
 Masonry Chimney:  Block Parged  Brick (type) Waterstruck  Other \_\_\_\_\_  
 Roof Pitch: Main Mass 9 /12 Secondary Mass 4+5 /12 Dormer 4 /12 Other \_\_\_\_\_  
 Roofing material:  Asphalt  3-Tab  Architectural  
 Wood (Type: Red Cedar; White Cedar, Shakes, etc.) \_\_\_\_\_

Fence: Height: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Length: \_\_\_\_\_

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_  
 Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters:  Wood  Aluminum  Copper  Leaders (material) \_\_\_\_\_

### Leaders (material and size):

Sidewall:  White cedar shingles  Clapboard (exposure: \_\_\_\_\_ inches) Front  Side   
 Other \_\_\_\_\_

Trim: A. Wood  Pine  Redwood  Cedar  Other \_\_\_\_\_

B. Treatment  Paint  Natural to weather  Other \_\_\_\_\_

C. Dimensions: Fascia 1 x 8 Rake 1 x 8 Soffit (Overhang) 6" Corner boards 5/4 x 6 Frieze \_\_\_\_\_  
 Window Casing 5/4 x 4 Door Frame 5/4 x 4 Columns/Posts: Round \_\_\_\_\_ Square 7/4"

Windows\*:  Double Hung  Casement  All Wood  Other \_\_\_\_\_

True Divided Lights (muntins), single pane  SDL's (Simulated Divided Lights) Manufacturer Marvin

Doors\* (type and material):  TDL  SDL Front Dutch wood/Glass Rear French wood/Glass Side 4 Lite/Panel wood/Glass

Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

### COLORS

Sidewall To Weather Clapboard (if applicable) \_\_\_\_\_ Roof To Weather  
 Trim White Sash White Doors White  
 Deck To Weather Foundation Natural Fence \_\_\_\_\_ Shutters \_\_\_\_\_

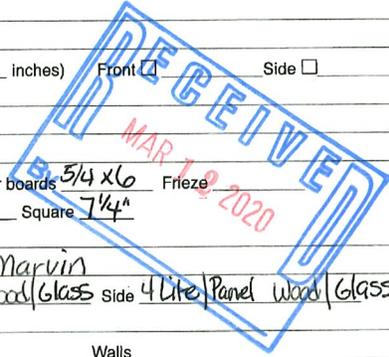
\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date 3/4/20

Signature of owner of record [Signature]

Signed under penalties of perjury



Date: 3/10/2020

Address 88 QUIDNET ROAD

Scope of Work: PARTIAL DEMO, MOVE ON SITE + RENOVATION

Historic information/known history ( ) Non-Contributing  Contributing ( ) Individually significant

C.1900 - BUILT FOR "RICKERSON"

PERSONAL NOTE - ITS CUTE INSIDE!

**STAFF COMMENTS**

Name: HOLLY BACKUS

- Incomplete application ( ) Historical information needed ( ) No Concerns ( ) Recommend View
- Does not meet guidelines Visibility: Yes or No
- Not appropriate (As noted below)

X(2) STORY ADDITION OUT OF SCALE FOR HISTORIC! QUIDNET.

X TOO MANY WINDOWS ON EAST ELEVATION - BASEMENT WINDOWS ARE OUT OF PLACE!

**SAB COMMENTS**

- Incomplete application ( ) Historical information needed ( ) No Concerns ( ) Recommend View
- Does not meet guidelines Visibility: Yes or No
- Not appropriate (As noted below)

( ) Rob Benchley ( ) Caroline Ellis ( ) Angus Macleod ( ) Mary Will Alternate: Clement Durkes ( )  
Signatures (three members required for quorum)



**VI. OLD BUSINESS**

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Tim Quinlisk 03-0793	88 Quidnet Road	Partial demo/re-site/addition	21/109	Botticelli & Pohl
Voting	Welch (acting chair), Coombs, Camp, Dutra				
Alternates	None				
Recused	Pohl, Oliver				
Documentation	Architectural elevation plans, site plan, and photos.				
Representing	<b>Lisa Botticelli, Botticelli &amp; Pohl</b> Sarah Alger, Sarah F. Alger P.C.				
Public	Linda Williams for neighbors				
Concerns (7:37)	<p><b>Botticelli</b> – Reviewed changes made per previous concerns.</p> <p><b>Williams</b> – Her clients were concerned because the ridge pole seemed high; they appreciate the plate being dropped and thus the height. The south elevation is a vertical wall from their perspective; dormers seem heavy; the double windows aren't for egress so could reduce and the dormer moved above the eave line.</p> <p><b>Alger</b> – Objects to the characterization of the “vertical wall” on the south elevation. This is appropriate to the neighborhood.</p> <p><b>Camp</b> – South elevation, the roof over the shower could be a shed roof; it would be quieter. Did a great job of keeping the character of this house and sensitively done.</p> <p><b>Backus</b> – Staff found revisions regarding the cover over the shower, she's curious if the pitch of the gable could match the pitch of the existing gable bump out.</p> <p><b>Dutra</b> – Ms. Backus suggestion makes sense on the south elevation; would prefer the shower roof not a shed roof; asked if the shower enclosure could be shingled; would like the peak of the gable to be at the same height as the existing gable bump out roof and tuck the shower to the right to hug the window as the bump out does.</p> <p><b>Coombs</b> – Likes the way the building came out. It would be interesting to see the south elevation shower shingled; as it catches one's eye. Thinks this will fit in nicely. Okay with the vertical boards on the east elevation.</p> <p><b>Welch</b> – Appreciates the changes. He's good with the concept of changing the pitch on the gable over the shower and shifting it to the right. The element of the open balustrade, on the 1<sup>st</sup> floor south into the basement likes the idea of light and ventilation in there; on the 2<sup>nd</sup> floor, that should be a shingle wall rail that doesn't need to extend to the east.</p>				

**Motion** **Motion to Approve through staff with the shower gable roof pitch to match the existing south elevation bump out gable and the 2<sup>nd</sup>-floor south elevation to shingled railing. (Camp)**

Roll-call Vote				Certificate #	HDC2020-03-0793
2.	MacGregor – ACK 07-1375	5 Sun Island Road	Roof top solar Building A	68/29.1	My Gener. Energy
3.	MacGregor – ACK 07-1376	5 Sun Island Road	Roof top solar Building B	68/29.1	My Gener. Energy
4.	MacGregor – ACK 07-1377	5 Sun Island Road	Roof top solar Building C	68/29.1	My Gener. Energy
5.	MacGregor – ACK 07-1378	5 Sun Island Road	Roof top solar Building D	68/29.1	My Gener. Energy
6.	MacGregor – ACK 07-1379	5 Sun Island Road	Roof top solar Building E	68/29.1	My Gener. Energy
7.	MacGregor – ACK 07-1380	5A Sun Island Road	Roof top solar Building A	68/29.1	My Gener. Energy
8.	MacGregor – ACK 07-1381	5B Sun Island Road	Roof top solar Building B	68/29.1	My Gener. Energy

Voting	Pohl, Coombs, Camp, Oliver, Welch				
Alternates	Dutra				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, and manufacturer spec sheet.				
Representing	Linda Williams Jeanie Bridge, My Generation Energy				
Public	None				
Concerns (8:00)	<p><b>Williams</b> – Minimally visible and same color as the nearly flat roofs. The power cannot leave the Island; by law it must be used on Island. These are direct feeds so there are no transformers or outside batteries. None of the trees are on Sun Island Storage property.</p> <p><b>Camp</b> – She's glad the power will stay on the Island. This is an opportunity to beautify the area with more vegetation. She wonders about who stands to make money off this; if we okay this and the solar energy is being stored, she wonders who sells it to the town (My Generation Energy).</p> <p><b>Coombs</b> – We should review our solar policy and include commercial buildings, so we don't end up having the whole area along Nobadeer Farm Road being covered in solar panels; it needs to be controlled somehow.</p> <p><b>Backus</b> – She talked to Lauren Sinatra: A) the purview of HDC is architectural elements and B) the generated power will stay on the Island. That isn't HDC purview, but it is a benefit to the Island.</p> <p><b>Welch</b> – The applicant's agent provided clarity and it was helpful when he viewed it. It is important we are doing the right thing for the right reasons; this concept of talking about if something is good for the Island is a double-edged sword. He believes that with this application, the bank size is an issue, but it is fully mitigated because it is not visible. Hinsdale is primarily commercial, and this is probably a future direction for commercial properties. However, our guidelines provide a wide latitude of adoptive principals. Approving this does not set a precedent for solar panels on main-mass roofs facing the road.</p> <p><b>Oliver</b> – She has nothing positive to say about this. It does fit our guidelines, so she will vote on it.</p>				

**Peter J. & Alison MACKAY  
and  
David P. MACKAY & Anne M.  
PHANEUF  
Trustees  
MACKAY/PHANEUF FAMILY TRUST**

**21 & 25 MONOHANSETT RD**

**FILE NO. 11-20**

**REQUEST TO CONTINUE  
TO 12/10/2020**

**NEW**

**BUSINESS**

CATHERINE H. COZENS  
&  
TIMOTHY M. SOVERINO

6 & 8 TROTTERS LANE

FILE NO. 18-20

VARIANCE

&

SPECIAL PERMIT



NANTUCKET  
TOWN CLERK

2020 AUG 17 PM 1:52

TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554

Zoning Board of Appeals  
AUG 10 2020  
RECEIVED

APPLICATION

PAID  
AUG 10 2020  
BY: EWA 3432  
PAID

Fee: \$450.00

File 18-20

No. \_\_\_\_\_

Owner's name(s): Timothy Soverino

Mailing address: Box 1316 Nantucket Ma. 02554

Phone Number: 1-508-221-1241 E-Mail: acksov@hotmail.com

Applicant's name(s): Timothy Soverino

Mailing Address: Box 1316 Nantucket Ma. 02554

Phone Number: 1-508-228-1241 E-Mail: acksov@hotmail.com

Locus Address: 6 & 8 Trotters Lane Assessor's Map/Parcel: 67-134 & 135

Land Court Plan/Plan Book & Page/Plan File No.: Bk. 23 Pg.23,lot 1 Pl. Ref. 16-33, Bk. 19 Pg. 33 lot 19  
Bk. 290 Pg. 33

Deed Reference/Certificate of Title: Bk. 568 Pg. 310 Zoning District R-10

Uses on Lot- Commercial: None No Yes (describe)

Residential: Number of dwellings 2 Duplex Apartments 1

Date of Structure(s): all pre-date 7/72 or Left to Right, 1987, 1999, 1984

Building Permit Numbers:

Previous Zoning Board Application Numbers:

State below or attach a separate addendum of specific special permits or variance relief applying for:

Chapter 139-33 A (3)

Applicant proposes to move the interior lot line of adjoining nonconforming lots.

The lot area of the proposed smaller lot will be equal to the area of the existing smaller lot.

*CHAPTER 139-16 A, INTENSITY REGULATIONS, CREATING LOTS ONE WITH SUB-MINIMUM FRONTAGE BOTH WITH SUB-MINIMUM LOT AREA.*

I certify that the information contained herein is substantially complete and true to the best of my knowledge, under the pains and penalties of perjury.

SIGNATURE: *Simotthyn Sovereino* Owner\*

SIGNATURE: *Simotthyn Sovereino* Applicant/Attorney/Agent\*

\*If an Agent is representing the Owner or the Applicant, please provide a signed proof of agency.

### OFFICE USE ONLY

Application received on: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_ Complete: \_\_\_ Need Copies: \_\_\_  
Filed with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Planning Board: \_\_\_/\_\_\_/\_\_\_ Building Dept.: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_  
Fee deposited with Town Treasurer: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_ Waiver requested: \_\_\_  
Granted: \_\_\_/\_\_\_/\_\_\_ Hearing notice posted with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_  
I&M \_\_\_/\_\_\_/\_\_\_ & \_\_\_/\_\_\_/\_\_\_ Hearing(s) held on: \_\_\_/\_\_\_/\_\_\_ Opened on : \_\_\_/\_\_\_/\_\_\_  
Continued to: \_\_\_/\_\_\_/\_\_\_ Withdrawn: \_\_\_/\_\_\_/\_\_\_ Decision Due By: \_\_\_/\_\_\_/\_\_\_  
Made: \_\_\_/\_\_\_/\_\_\_ Filed w/Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_

## **Addendum A**

The Owners/Applicants, Catherine H. Cozens, being the owner of 6 Trotter's Lane (shown as Lot 19 in Plan Book 16, Page 33 at the Nantucket Registry of Deeds), hereinafter "Cozens", and Timothy M. Soverino, being the owner 8 Trotter's Lane (shown as Lot 1 and Plan Book 23, Page 23 and Plan Book 16, Page 33), hereinafter "Soverino", hereby request Variance Relief pursuant to Nantucket Zoning Bylaw Section 139-32 from the intensity regulations in Section 139-16 and, to the extent necessary, any Special Permit relief pursuant to Nantucket Zoning Bylaw Section 139-33.A.(3)

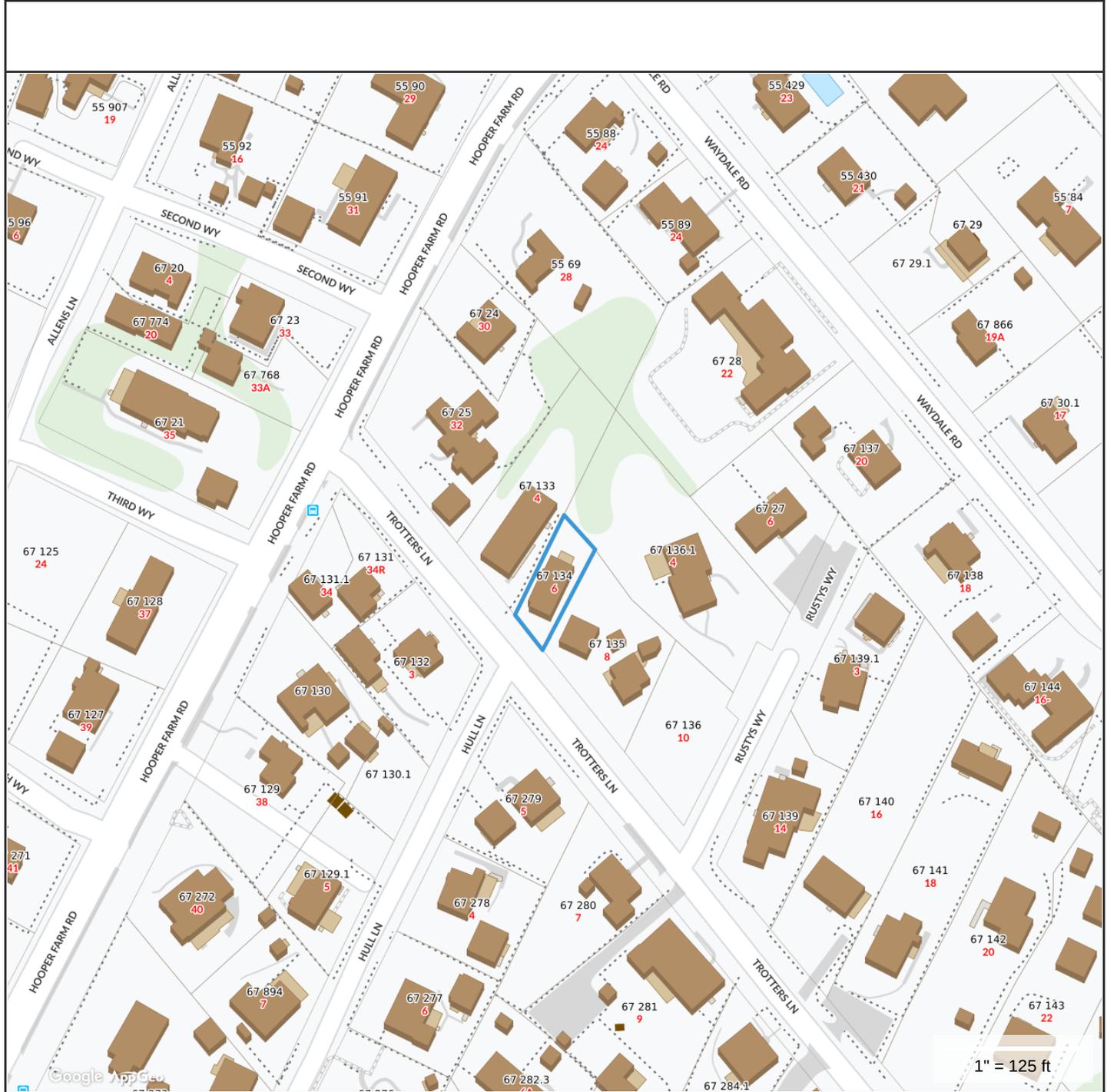
The Owners/Applicants are intending to relocate the interior lot line between their respective pre-existing nonconforming lots. As shown on the attached plan entitled, "Existing Conditions Plan of Land", 6 Trotter's Lane is nonconforming with respect to lot area and frontage, having approximately 3,733 +/- square feet in the R-10 zoning district which requires a minimum lot size of 10,000 square feet and having approximately 41 feet of frontage in a district that requires a minimum frontage of 75 feet. 8 Trotter's Lane is nonconforming with respect to lot area, having approximately 9,209 square feet in a zoning district that requires a minimum lot size of 10,000 square feet. The properties also have the benefit of a various Special Permits relative to the expansion of the pre-existing nonconforming structures as they relate to setback violations. Copies of those decisions are enclosed herewith.

The owners are husband and wife and are desirous of relocating the interior lot line to allow 6 Trotter's Lane to have the benefit of the existing garage apartment. The result of which is to subdivide 8 Trotter's Lane as shown on the plan entitled, "Zoning Board of Appeals Subdivision of Land" which will create a Lot 1 on said plan which will, in turn, be deeded to the owner of 6 Trotter's Lane. The result of which is shown on the plan entitled "Proposed Conditions Plan of Land." This would result in 8 Trotter's Lane – which is shown as Lot 2 on the "Proposed Conditions Plan of Land" having 3,733 square feet and 6 Trotter's Lane, which is shown as Lot 1 on said plan, having 9,209 square feet. Effectively the nonconforming lot areas are being swapped from 6 Trotter's Lane to 8 Trotter's Lane. It should be noted that the frontage on the new Lot 2 (8 Trotter's Lane) will be less nonconforming because it now being increased to 50 feet where it is currently 41 feet on 6 Trotter's Lane. It should also be noted that as a result of the land swap, the existing structures will meet the necessary intensity regulations for the interior lot lines and that the existing shed will either be razed or relocated so as to comply with the R-10 intensity regulations.

In order to effectuate this request, Variance relief will be necessary because a pre-existing nonconforming lot will be rendered more nonconforming by conveying a portion of its property to the neighboring lot. As such, the Applicants are requesting Variance relief pursuant to the provisions in Nantucket Zoning Bylaw Section 139-32 from the intensity regulations in Section 139-16 in order to transfer a portion of 8 Trotter's Lane to 6 Trotter's Lane with the resulting lot areas being swapped.

To the extent necessary, the Owners/Applicants are also requesting a finding pursuant to Section 139-33.A.(3) that 6 Trotter's Lane can be increased in lot area and frontage without relief from this Board.

Accordingly, due to the unique nature and shape of these properties in that they are both pre-existing nonconforming lots and because as a result of the land swap between the two lots the overall nonconforming lot areas will not change and that frontage on one such lot will be less nonconforming, a literal enforcement of the provisions of the Zoning Bylaw would involve substantial hardship and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the purpose and intent of the Bylaw.



**Property Information**

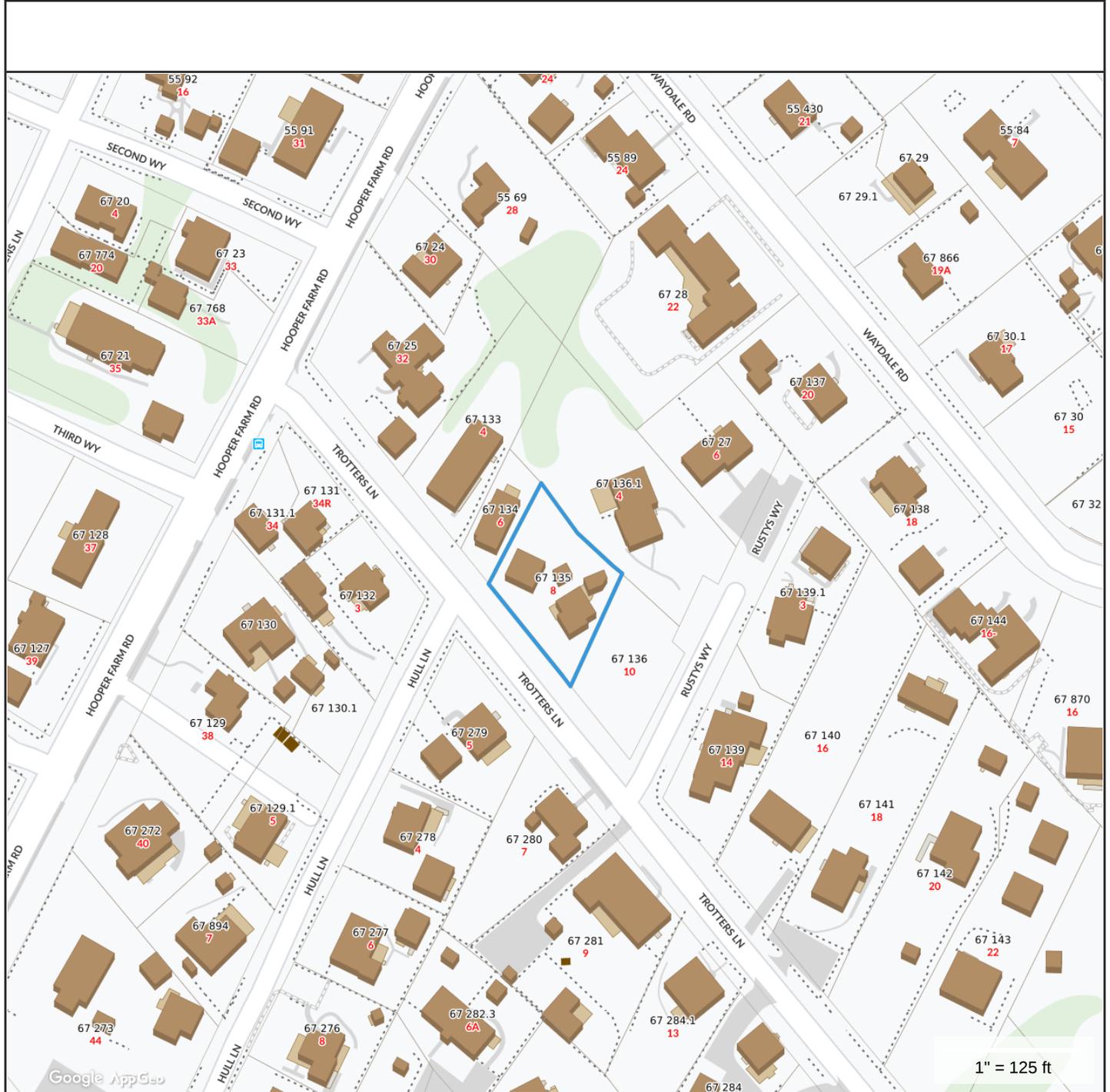
**Property ID** 67 134  
**Location** 6 TROTTERS LN  
**Owner** COZENS CATHERINE H



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
Data updated 11/19/2018



**Property Information**

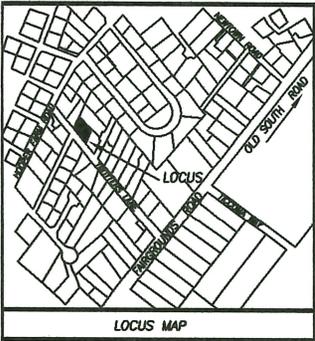
**Property ID** 67 135  
**Location** 8 TROTTERS LN  
**Owner** SOVERINO TIMOTHY M



**MAP FOR REFERENCE ONLY**  
**NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
 Data updated 11/19/2018



ZONING CLASSIFICATION: R-10  
 MIN. AREA: . . . . . 10,000 S.F.  
 MIN. FRONTAGE: . . . . . 75 FT.  
 FRONT YARD S.B.: . . . . . 20 FT.  
 REAR & SIDE S.B.: . . . . . 10 FT.  
 GROUND COVER (%): . . . . . 25 %

EXISTING:  
 . 9,209±S.F.  
 . SEE PLAN  
 . SEE PLAN  
 . SEE PLAN  
 . SEE PLAN

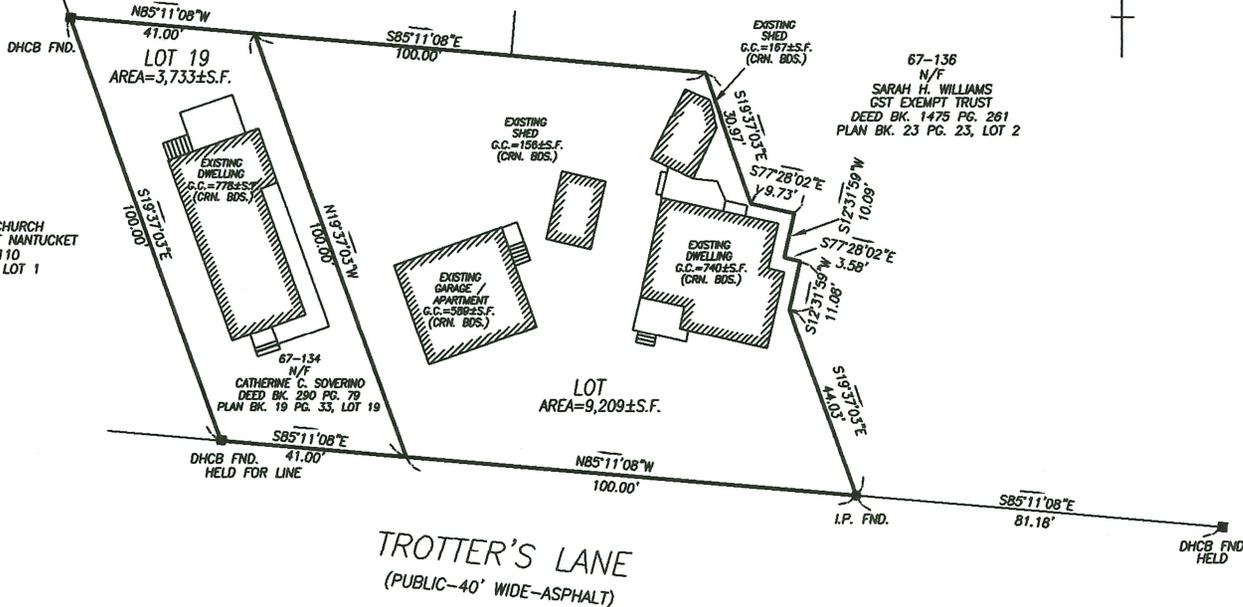
67-136.1  
 N/F  
 KENSONS, LLC  
 DEED BK. 1580 PG. 87  
 PLAN BK. 23 PG. 23, LOT 3

67-133  
 N/F  
 LIGHT HOUSE BAPTIST CHURCH  
 & FIRST BAPTIST CHURCH OF NANTUCKET  
 DEED BK. 331 PG. 110  
 PLAN BK. 19 PG. 119, LOT 1

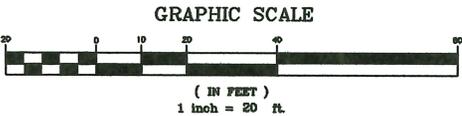
67-134  
 N/F  
 CATHERINE C. SOVERINO  
 DEED BK. 280 PG. 79  
 PLAN BK. 19 PG. 33, LOT 19

67-136  
 N/F  
 SARAH H. WILLIAMS  
 GST EXEMPT TRUST  
 DEED BK. 1475 PG. 261  
 PLAN BK. 23 PG. 23, LOT 2

LOCUS: 8 TROTTER'S LANE  
 ASSESSOR MAP 67 PARCEL 135



ORDER OF TAKING FILED IN  
 REGISTRY OF DEEDS 3/30/1972  
 JOSIAH BARRETT PLAN OF AUG. 28, 1968

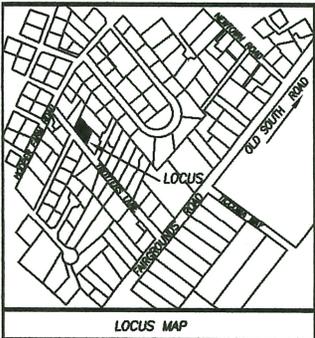


"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN  
 PREPARED IN ACCORDANCE WITH THE RULES  
 AND REGULATIONS OF THE REGISTER OF DEEDS  
 OF THE COMMONWEALTH OF MASSACHUSETTS.  
*Michael E. Connolly* 8/10/2020  
 PROFESSIONAL LAND SURVEYOR DATE

ZONING BOARD OF APPEALS  
 EXISTING CONDITIONS  
 PLAN OF LAND  
 IN  
 NANTUCKET MA.

SCALE: 1"=20' DATE: AUGUST 10, 2020  
 OWNER'S REFERENCE:  
 TIMOTHY M. SOVERINO  
 DEED BOOK 568 PG. 310  
 PLAN BOOK 23 PG. 23, LOT 1  
 PLAN REF. 16 PG. 33

MICHAEL CONNOLLY & ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 150 SURFSIDE ROAD  
 NANTUCKET, MA. 02554  
 (508) 228-8910



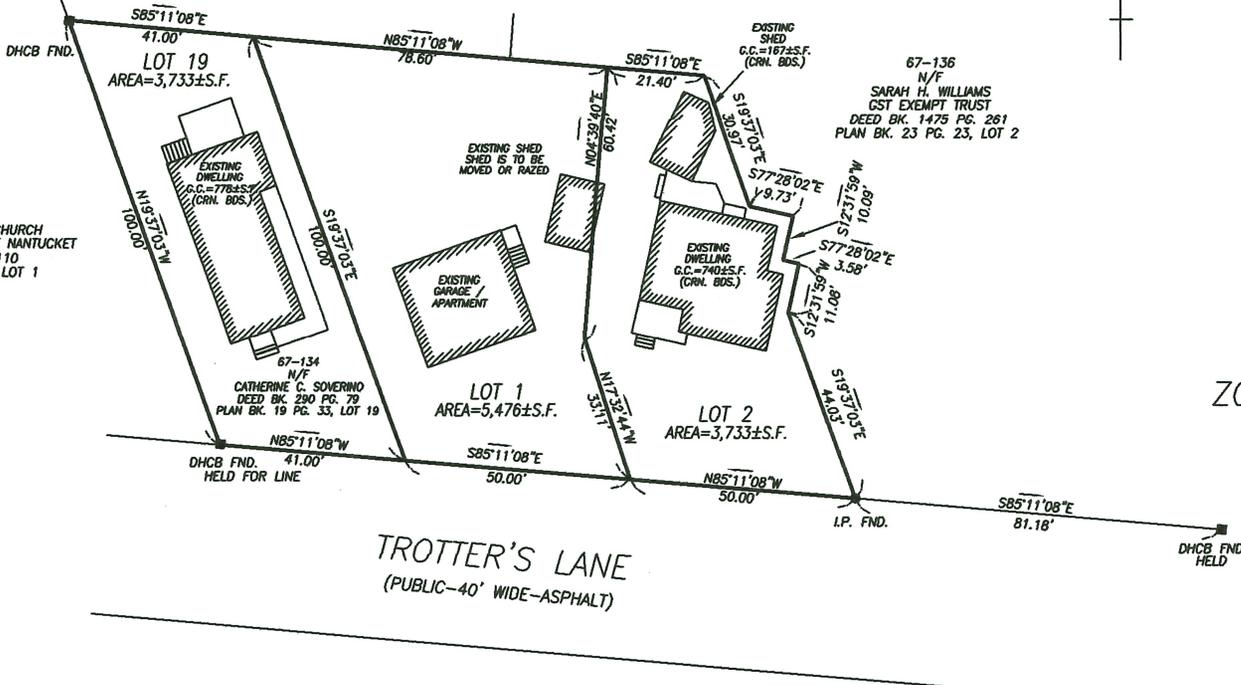
ZONING CLASSIFICATION: R-10  
 MIN. AREA: . . . . . 10,000 S.F.  
 MIN. FRONTAGE: . . . . . 75 FT.  
 FRONT YARD S.B.: . . . . . 20 FT.  
 REAR & SIDE S.B.: . . . . . 10 FT.  
 GROUND COVER (%): . . . . . 25 %

EXISTING:  
 . . . . . SEE PLAN  
 . . . . . SEE PLAN  
 . . . . . SEE PLAN  
 . . . . . SEE PLAN

67-136.1  
 N/F  
 KENSONS, LLC  
 DEED BK. 1580 PG. 87  
 PLAN BK. 23 PG. 23, LOT 3



67-133  
 N/F  
 LIGHT HOUSE BAPTIST CHURCH  
 & FIRST BAPTIST CHURCH OF NANTUCKET  
 DEED BK. 331 PG. 110  
 PLAN BK. 19 PG. 119, LOT 1



67-136  
 N/F  
 SARAH H. WILLIAMS  
 GST EXEMPT TRUST  
 DEED BK. 1475 PG. 261  
 PLAN BK. 23 PG. 23, LOT 2

BEING A SUBDIVISION OF  
 PLAN BOOK 23, PAGE 23, LOT 1  
 AND PLAN REF: BOOK 16 PG. 33  
 CREATING 2 LOTS

NEW LOT 1 IS TO BE  
 COMBINED WITH PLAN BK. 19  
 PG. 33, LOT 19 SHOWN ON PLAN  
 FINISHING WITH 2 LOTS

ZONING BOARD OF APPEALS  
 SUBDIVISION  
 PLAN OF LAND  
 IN  
 NANTUCKET MA.

SCALE: 1"=20' DATE: AUGUST 10, 2020

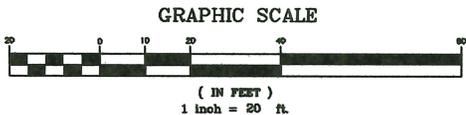
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MICHAEL CONNOLLY & ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 150 SURFSIDE ROAD  
 NANTUCKET, MA. 02554  
 (508) 228-8910

Nantucket Planning Board  
 APPROVAL UNDER THE  
 SUBDIVISION CONTROL LAW  
 NOT REQUIRED

LOCUS: 8 TROTTER'S LANE  
 ASSESSOR MAP 67 PARCEL 135

ORDER OF TAKING FILED IN  
 REGISTRY OF DEEDS 3/30/1972  
 JOSIAH BARRETT PLAN OF AUG. 28, 1968

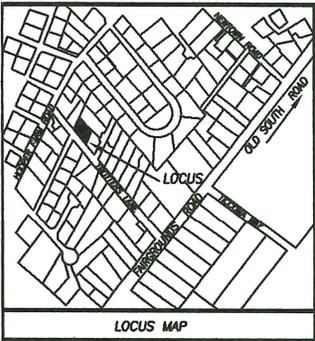


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 AND REGULATIONS OF THE REGISTER OF DEEDS  
 OF THE COMMONWEALTH OF MASSACHUSETTS."

*Michael E. Connolly* 8/10/2020  
 PROFESSIONAL LAND SURVEYOR DATE

PLANNING BOARD ENDORSEMENT DOES  
 NOT CONSTITUTE A DETERMINATION OF  
 CONFORMANCE UNDER ZONING

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE SIGNED



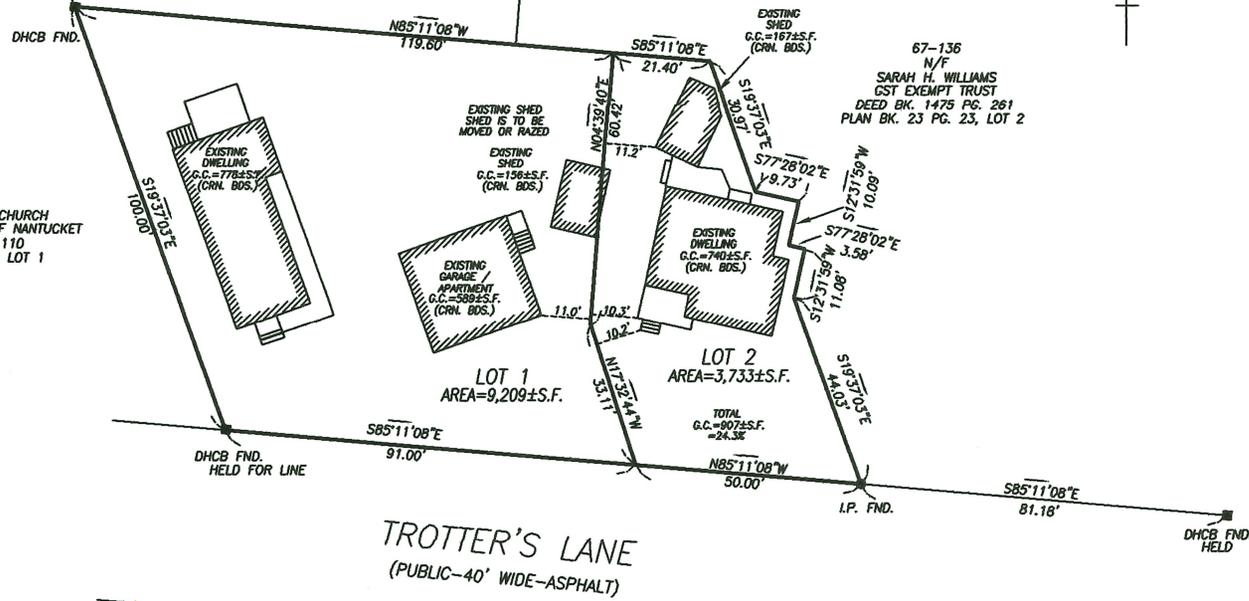
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 . SEE PLAN  
 . SEE PLAN  
 . SEE PLAN  
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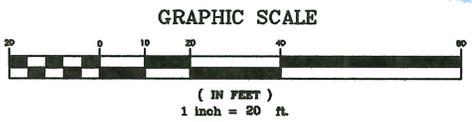
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67-133  
 N/F  
 LIGHT HOUSE BAPTIST CHURCH  
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*Michael E. Connolly*  
 PROFESSIONAL LAND SURVEYOR DATE 8/19/2020

ZONING BOARD OF APPEALS  
 PROPOSED CONDITIONS  
 PLAN OF LAND  
 IN  
 NANTUCKET MA.

SCALE: 1"=20' DATE: AUGUST 10, 2020

OWNER'S REFERENCE:  
 TIMOTHY M. SOVERINO  
 DEED BOOK 568 PG. 310  
 PLAN BOOK 23 PG. 23, LOT 1  
 PLAN REF. 16 PG. 33

MICHAEL CONNOLLY & ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 150 SURFSIDE ROAD  
 NANTUCKET, MA. 02554  
 (508) 228-8910

C-4555.1

Town of Nantucket

Zoning Board of Appeals

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER..... Timothy M. Soverino  
 MAILING ADDRESS..... Box 1316  
 PROPERTY LOCATION..... 8 Trotters Lane  
 ASSESSOR MAP/PARCEL..... 67-135  
 SUBMITTED BY..... Michael Connolly P.L.S.

SEE ATTACHED PAGES

I certify that the foregoing is a list of all persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 and Zoning Code Chapter 40A, Section 139-29B (2)).

07-07-2020  
DATE

Digitally signed by Rob Ranney  
DN: cn=Rob Ranney, o, ou,  
email=robr@denby.com, c=US  
Date: 2020.07.07 07:58:00 -04'00'

ASSESSOR'S OFFICE  
TOWN OF NANTUCKET

## Abutters List

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
55	69		TYLER LAWRENCE V &	MURPHY PATRICIA	28 HOOPER FARM ROAD	NANTUCKET	MA	02554	28 HOOPER FARM RD
55	88		HARRINGTON DALE C & HURLEY LINDA C		2 WINDY WY #283	NANTUCKET	MA	02554	24 HOOPER FARM RD
55	89		MUISE FRANCIS J		24 WAYDALE RD	NANTUCKET	MA	02554	24 WAYDALE RD
55	91		MILLER DEAN & BECKY		PO BOX 3226	NANTUCKET	MA	02584	31 HOOPER FARM RD
67	21		MUNNELLY THOMAS J & LESLIE E		PO BOX 2642	NANTUCKET	MA	02584	35 HOOPER FARM RD
67	23		LOTHIAN WILLIAM RJ TRST	EIGHT AVE SOUTH NOM TRUST	PO BOX 877	NANTUCKET	MA	02554	33 HOOPER FARM RD
67	24		BALLING JOSHUA H & FRANCINE L		30 HOOPER FARM ROAD	NANTUCKET	MA	02554	30 HOOPER FARM RD
67	25		REID ROBERT J		32 HOOPER FARM RD	NANTUCKET	MA	02554	32 HOOPER FARM RD
67	27		BUTLER GAIL E & ROBERT M TRST	RUSTYS REALTY TRUST	22 WAYDALE RD	NANTUCKET	MA	02554	6 RUSTYS WY
67	28		BUTLER GAIL E & ROBERT M		22 WAYDALE RD	NANTUCKET	MA	02554	22 WAYDALE RD
67	128		CRONIER NANCY E & THOMAS S	C/O CRONIER NANCY	2352 DARTS COVE WY	MOUNT PLEASANT	SC	29466	37 HOOPER FARM RD
67	129		STONE MARTIN EDWARD		38 HOOPER FARM RD	NANTUCKET	MA	02554	38 HOOPER FARM RD
67	129	1	ROACH CHRISTOPHER R & COSTA COREY L		5 HULL LN	NANTUCKET	MA	02554	5 HULL LN
67	130		LOVE JOANNE E		PO BOX 132	PEAPACK	NJ	07977	36 HOOPER FARM RD
67	130	1	MILLINGTON RICKI LEE & EMILY		3 HULL LANE	NANTUCKET	MA	02554	3 HULL LN
67	131		BELL SARAH R & JOYNER CAMILLE		PO BOX 2468	NANTUCKET	MA	02584	34R HOOPER FARM RD
67	131	1	BELL SARAH R & JOYNER CAMILLE		PO BOX 2468	NANTUCKET	MA	02554	34 HOOPER FARM RD
67	132		THREE TROTTERS LANE LLC		PO BOX 1316	NANTUCKET	MA	02554	3 TROTTERS LN
67	132	1	SOVERINO MALCOLM F		3 TROTTERS LN	NANTUCKET	MA	02554	3 TROTTERS LN #1
67	132	2	FINE EDWARD & LANZILLO RICHARD C		11381 WINGFOOT DRIVE	BOYNTON BEACH	FL	33437	1 HULL LN #2
67	133		LIGHT HOUSE BAPTIST CHURCH &	FIRST BAPTIST CHURCH	4 TROTTERS LN	NANTUCKET	MA	02554	4 TROTTERS LN
67	134		COZENS CATHERINE H		6 TROTTERS LANE	NANTUCKET	MA	02554	6 TROTTERS LN
67	135		SOVERINO TIMOTHY M		6 TROTTERS LN	NANTUCKET	MA	02554	8 TROTTERS LN
67	136		WILLIAMS SARAH H TRST	WILLIAMS SARAH H GST EXEMPT TRUST	6 ALPACA CT	ROCKPORT	MA	01966	10 TROTTERS LN
67	136	1	KENSONS LLC		100 CONCORD STREET	FRAMINGHAM	MA	01702	4 RUSTYS WY
67	137		PEREZ KRIS A		142 OLD SOUTH RD	NANTUCKET	MA	02554	20 WAYDALE RD
67	138		NOLL ROBERT H & KELLY A		PO BOX 523	NANTUCKET	MA	02554	18 WAYDALE RD

67	139	1	ROSEN CAROL L ETAL		PO BOX 2159	NANTUCKET	MA	02584	3 RUSTYS WY
67	140		DAVIS PROPERTIES LLC		53 SOUTH SHORE RD	NANTUCKET	MA	02554	16 TROTTERS LN
67	141		LEMAITRE MICHELE		18 TROTTERS LN	NANTUCKET	MA	02554	18 TROTTERS LN
67	144		16.5 WAYDALE LLC		16.5 WAYDALE RD	NANTUCKET	MA	02554	16- WAYDALE RD
67	277		GILES WILLIAM R & PATRICIA A		6 HULL LN	NANTUCKET	MA	02554	6 HULL LN
67	278		GIL JUANITA VERNAL & JUNIOR A		4 HULL LANE	NANTUCKET	MA	02554	4 HULL LN
67	279		HAJJAR PAUL		55 ELM STREET	QUINCY	MA	02169	5 TROTTERS LN
67	280		NIKOLOV BORISLAV G ETAL		9 WAYDALE ROAD # A	NANTUCKET	MA	02554	7 TROTTERS LN
67	281		HUNT SHERI A & TONIA A		9 TROTTERS LN	NANTUCKET	MA	02554	9 TROTTERS LN
67	282	2	PARROTTO LINDA S & ANTHONY J		74 PASTURE LN APT 331	BRYN MAWR	PA	19010	5 ALTHEAS LN
67	282	3	FOX JEFFEORY D & JENNIFER N		6A ALTHEAS LN	NANTUCKET	MA	02554	6A ALTHEAS LN
67	282	6	DICKEY CATHERINE		6B ALTHEAS LANE	NANTUCKET	MA	02554	6B ALTHEAS LN
67	284		QUIJADA DOUGLAS & BRENDA E		PO BOX 2495	NANTUCKET	MA	02584	15 TROTTERS LN
67	284	1	MAILLOUX TRACY A & BARRY J		P O BOX 3029	NANTUCKET	MA	02584	13 TROTTERS LN
67	768		WARREN DINA		622 EAST LAMME ST	BOZEMAN	MT	59715-3725	33A HOOPER FARM RD
<b>Count:</b>	<b>42</b>								

TYLER LAWRENCE V &  
MURPHY PATRICIA  
28 HOOPER FARM ROAD  
NANTUCKET, MA 02554

HARRINGTON DALE C & HURLEY LINDA C  
2 WINDY WY #283  
NANTUCKET, MA 02554

MUISE FRANCIS J  
24 WAYDALE RD  
NANTUCKET, MA 02554

MILLER DEAN & BECKY  
PO BOX 3226  
NANTUCKET, MA 02584

MUNNELLY THOMAS J & LESLIE E  
PO BOX 2642  
NANTUCKET, MA 02584

LOTHIAN WILLIAM RJ TRST  
EIGHT AVE SOUTH NOM TRUST  
PO BOX 877  
NANTUCKET, MA 02554

BALLING JOSHUA H & FRANCINE L  
30 HOOPER FARM ROAD  
NANTUCKET, MA 02554

REID ROBERT J  
32 HOOPER FARM RD  
NANTUCKET, MA 02554

BUTLER GAIL E & ROBERT M TRST  
RUSTYS REALTY TRUST  
22 WAYDALE RD  
NANTUCKET, MA 02554

BUTLER GAIL E & ROBERT M  
22 WAYDALE RD  
NANTUCKET, MA 02554

CRONIER NANCY E & THOMAS S  
C/O CRONIER NANCY  
2352 DARTS COVE WY  
MOUNT PLEASANT, SC 29466

STONE MARTIN EDWARD  
38 HOOPER FARM RD  
NANTUCKET, MA 02554

ROACH CHRISTOPHER R & COSTA COREY  
L  
5 HULL LN  
NANTUCKET, MA 02554

LOVE JOANNE E  
PO BOX 132  
PEAPACK, NJ 07977

MILLINGTON RICKI LEE & EMILY  
3 HULL LANE  
NANTUCKET, MA 02554

BELL SARAH R & JOYNER CAMILLE  
PO BOX 2468  
NANTUCKET, MA 02584

BELL SARAH R & JOYNER CAMILLE  
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NANTUCKET, MA 02554

THREE TROTTERS LANE LLC  
PO BOX 1316  
NANTUCKET, MA 02554

SOVERINO MALCOLM F  
3 TROTTERS LN  
NANTUCKET, MA 02554

FINE EDWARD & LANZILLO RICHARD C  
11381 WINGFOOT DRIVE  
BOYNTON BEACH, FL 33437

LIGHT HOUSE BAPTIST CHURCH &  
FIRST BAPTIST CHURCH  
4 TROTTERS LN  
NANTUCKET, MA 02554

COZENS CATHERINE H  
6 TROTTERS LANE  
NANTUCKET, MA 02554

SOVERINO TIMOTHY M  
6 TROTTERS LN  
NANTUCKET, MA 02554

WILLIAMS SARAH H TRST  
WILLIAMS SARAH H GST EXEMPT TRUST  
6 ALPACA CT  
ROCKPORT, MA 01966

KENSONS LLC  
100 CONCORD STREET  
FRAMINGHAM, MA 01702

PEREZ KRIS A  
142 OLD SOUTH RD  
NANTUCKET, MA 02554

NOLL ROBERT H & KELLY A  
PO BOX 523  
NANTUCKET, MA 02554

ROSEN CAROL L ETAL  
PO BOX 2159  
NANTUCKET, MA 02584

DAVIS PROPERTIES LLC  
53 SOUTH SHORE RD  
NANTUCKET, MA 02554

LEMAITRE MICHELE  
18 TROTTERS LN  
NANTUCKET, MA 02554

16.5 WAYDALE LLC  
16.5 WAYDALE RD  
NANTUCKET, MA 02554

GILES WILLIAM R & PATRICIA A  
6 HULL LN  
NANTUCKET, MA 02554

GIL JUANITA VERNAL & JUNIOR A  
4 HULL LANE  
NANTUCKET, MA 02554

HAJJAR PAUL  
55 ELM STREET  
QUINCY, MA 02169

NIKOLOV BORISLAV G ETAL  
9 WAYDALE ROAD # A  
NANTUCKET, MA 02554

HUNT SHERI A & TONIA A  
9 TROTTERS LN  
NANTUCKET, MA 02554

PARROTTO LINDA S & ANTHONY J  
74 PASTURE LN APT 331  
BRYN MAWR, PA 19010

FOX JEFFEORY D & JENNIFER N  
6A ALTHEAS LN  
NANTUCKET, MA 02554

DICKEY CATHERINE  
6B ALTHEAS LANE  
NANTUCKET, MA 02554

QUIJADA DOUGLAS & BRENDA E  
PO BOX 2495  
NANTUCKET, MA 02584

MAILLOUX TRACY A & BARRY J  
P O BOX 3029  
NANTUCKET, MA 02584

WARREN DINA  
622 EAST LAMME ST  
BOZEMAN, MT 59715-3725

Town of Nantucket

Zoning Board of Appeals

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER..... Catherine H. Cozens  
MAILING ADDRESS..... 6 Trotters Lane, Nantucket, MA 02554  
PROPERTY LOCATION..... 6 Trotters Lane  
ASSESSOR MAP/PARCEL..... 67/134  
SUBMITTED BY..... Glidden + Brescher P.C.

SEE ATTACHED PAGES

I certify that the foregoing is a list of all persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 and Zoning Code Chapter 40A, Section 139-29B (2)).

08-13-2020  
\_\_\_\_\_  
DATE

Digitally signed by Rob Ranney  
DN: cn=Rob Ranney, o=Town of  
Nantucket, ou=Assessor's Office,  
email=rranney@nantucket-ma.gov, c=US  
Date: 2020.08.13 11:50:15 -04'00'

\_\_\_\_\_  
ASSESSOR'S OFFICE  
TOWN OF NANTUCKET

## Abutters List

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
55	69		TYLER LAWRENCE V &	MURPHY PATRICIA	28 HOOPER FARM ROAD	NANTUCKET	MA	02554	28 HOOPER FARM RD
55	88		HARRINGTON DALE C & HURLEY LINDA C		2 WINDY WY #283	NANTUCKET	MA	02554	24 HOOPER FARM RD
55	89		MUISE FRANCIS J		24 WAYDALE RD	NANTUCKET	MA	02554	24 WAYDALE RD
55	91		MILLER DEAN & BECKY		PO BOX 3226	NANTUCKET	MA	02584	31 HOOPER FARM RD
67	21		MUNNELLY THOMAS J & LESLIE E		PO BOX 2642	NANTUCKET	MA	02584	35 HOOPER FARM RD
67	23		LOTHIAN WILLIAM RJ TRST	EIGHT AVE SOUTH NOM TRUST	PO BOX 877	NANTUCKET	MA	02554	33 HOOPER FARM RD
67	24		BALLING JOSHUA H & FRANCINE L		30 HOOPER FARM ROAD	NANTUCKET	MA	02554	30 HOOPER FARM RD
67	25		REID ROBERT J		32 HOOPER FARM RD	NANTUCKET	MA	02554	32 HOOPER FARM RD
67	27		BUTLER GAIL E & ROBERT M TRST	RUSTYS REALTY TRUST	22 WAYDALE RD	NANTUCKET	MA	02554	6 RUSTYS WY
67	28		BUTLER GAIL E & ROBERT M		22 WAYDALE RD	NANTUCKET	MA	02554	22 WAYDALE RD
67	128		CRONIER NANCY E & THOMAS S	C/O CRONIER NANCY	2352 DARTS COVE WY	MOUNT PLEASANT	SC	29466	37 HOOPER FARM RD
67	129		STONE MARTIN EDWARD		38 HOOPER FARM RD	NANTUCKET	MA	02554	38 HOOPER FARM RD
67	129	1	ROACH CHRISTOPHER R & COSTA COREY		5 HULL LN	NANTUCKET	MA	02554	5 HULL LN
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67	130	1	MILLINGTON RICKI LEE & EMILY		3 HULL LANE	NANTUCKET	MA	02554	3 HULL LN
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67	132	1	SOVERINO MALCOLM F		3 TROTTERS LN	NANTUCKET	MA	02554	3 TROTTERS LN #1
67	132	2	FINE EDWARD & LANZILLO RICHARD C		11381 WINGFOOT DRIVE	BOYNTON BEACH	FL	33437	1 HULL LN #2
67	133		LIGHT HOUSE BAPTIST CHURCH &	FIRST BAPTIST CHURCH	4 TROTTERS LN	NANTUCKET	MA	02554	4 TROTTERS LN
67	134		COZENS CATHERINE H		6 TROTTERS LANE	NANTUCKET	MA	02554	6 TROTTERS LN
67	135		SOVERINO TIMOTHY M		6 TROTTERS LN	NANTUCKET	MA	02554	8 TROTTERS LN
67	136		WILLIAMS SARAH H TRST	WILLIAMS SARAH H GST EXEMPT TRUST	6 ALPACA CT	ROCKPORT	MA	01966	10 TROTTERS LN
67	136	1	KENSONS LLC		100 CONCORD STREET	FRAMINGHAM	MA	01702	4 RUSTYS WY
67	137		PEREZ KRIS A		142 OLD SOUTH RD	NANTUCKET	MA	02554	20 WAYDALE RD
67	138		NOLL ROBERT H & KELLY A		PO BOX 523	NANTUCKET	MA	02554	18 WAYDALE RD

67	139	1	ROSEN CAROL L ETAL		PO BOX 2159	NANTUCKET	MA	02584	3 RUSTYS WY
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67	280		NIKOLOV BORISLAV G ETAL		9 WAYDALE ROAD # A	NANTUCKET	MA	02554	7 TROTTERS LN
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67	282	3	FOX JEFFEORY D & JENNIFER N		6A ALTHEAS LN	NANTUCKET	MA	02554	6A ALTHEAS LN
67	282	6	DICKEY CATHERINE		6B ALTHEAS LANE	NANTUCKET	MA	02554	6B ALTHEAS LN
67	768		WARREN DINA		622 EAST LAMME ST	BOZEMAN	MT	59715-3725	33A HOOPER FARM RD
<b>Count:</b>	<b>37</b>								

TYLER LAWRENCE V &  
MURPHY PATRICIA  
28 HOOPER FARM ROAD  
NANTUCKET, MA 02554

HARRINGTON DALE C & HURLEY LINDA C  
2 WINDY WY #283  
NANTUCKET, MA 02554

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24 WAYDALE RD  
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PO BOX 3226  
NANTUCKET, MA 02584

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30 HOOPER FARM ROAD  
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32 HOOPER FARM RD  
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CRONIER NANCY E & THOMAS S  
C/O CRONIER NANCY  
2352 DARTS COVE WY  
MOUNT PLEASANT, SC 29466

STONE MARTIN EDWARD  
38 HOOPER FARM RD  
NANTUCKET, MA 02554

ROACH CHRISTOPHER R & COSTA COREY  
5 HULL LN  
NANTUCKET, MA 02554

LOVE JOANNE E  
PO BOX 132  
PEAPACK, NJ 07977

MILLINGTON RICKI LEE & EMILY  
3 HULL LANE  
NANTUCKET, MA 02554

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PO BOX 2468  
NANTUCKET, MA 02584

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PO BOX 2468  
NANTUCKET, MA 02554

THREE TROTTERS LANE LLC  
PO BOX 1316  
NANTUCKET, MA 02554

SOVERINO MALCOLM F  
3 TROTTERS LN  
NANTUCKET, MA 02554

FINE EDWARD & LANZILLO RICHARD C  
11381 WINGFOOT DRIVE  
BOYNTON BEACH, FL 33437

LIGHT HOUSE BAPTIST CHURCH &  
FIRST BAPTIST CHURCH  
4 TROTTERS LN  
NANTUCKET, MA 02554

COZENS CATHERINE H  
6 TROTTERS LANE  
NANTUCKET, MA 02554

SOVERINO TIMOTHY M  
6 TROTTERS LN  
NANTUCKET, MA 02554

WILLIAMS SARAH H TRST  
WILLIAMS SARAH H GST EXEMPT TRUST  
6 ALPACA CT  
ROCKPORT, MA 01966

KENSONS LLC  
100 CONCORD STREET  
FRAMINGHAM, MA 01702

PEREZ KRIS A  
142 OLD SOUTH RD  
NANTUCKET, MA 02554

NOLL ROBERT H & KELLY A  
PO BOX 523  
NANTUCKET, MA 02554

ROSEN CAROL L ETAL  
PO BOX 2159  
NANTUCKET, MA 02584

DAVIS PROPERTIES LLC  
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NANTUCKET, MA 02554

GILES WILLIAM R & PATRICIA A  
6 HULL LN  
NANTUCKET, MA 02554

GIL JUANITA VERNAL & JUNIOR A  
4 HULL LANE  
NANTUCKET, MA 02554

HAJJAR PAUL  
55 ELM STREET  
QUINCY, MA 02169

NIKOLOV BORISLAV G ETAL  
9 WAYDALE ROAD # A  
NANTUCKET, MA 02554

HUNT SHERI A & TONIA A  
9 TROTTERS LN  
NANTUCKET, MA 02554

FOX JEFFEORY D & JENNIFER N  
6A ALTHEAS LN  
NANTUCKET, MA 02554

DICKEY CATHERINE  
6B ALTHEAS LANE  
NANTUCKET, MA 02554

WARREN DINA  
622 EAST LAMME ST  
BOZEMAN, MT 59715-3725

**MATERIALS**

**PROVIDED**

**BY STAFF**

LAND OF:  
LORENA M. GRAY

FILED  
FILE NO. 265

MAY 29 1964

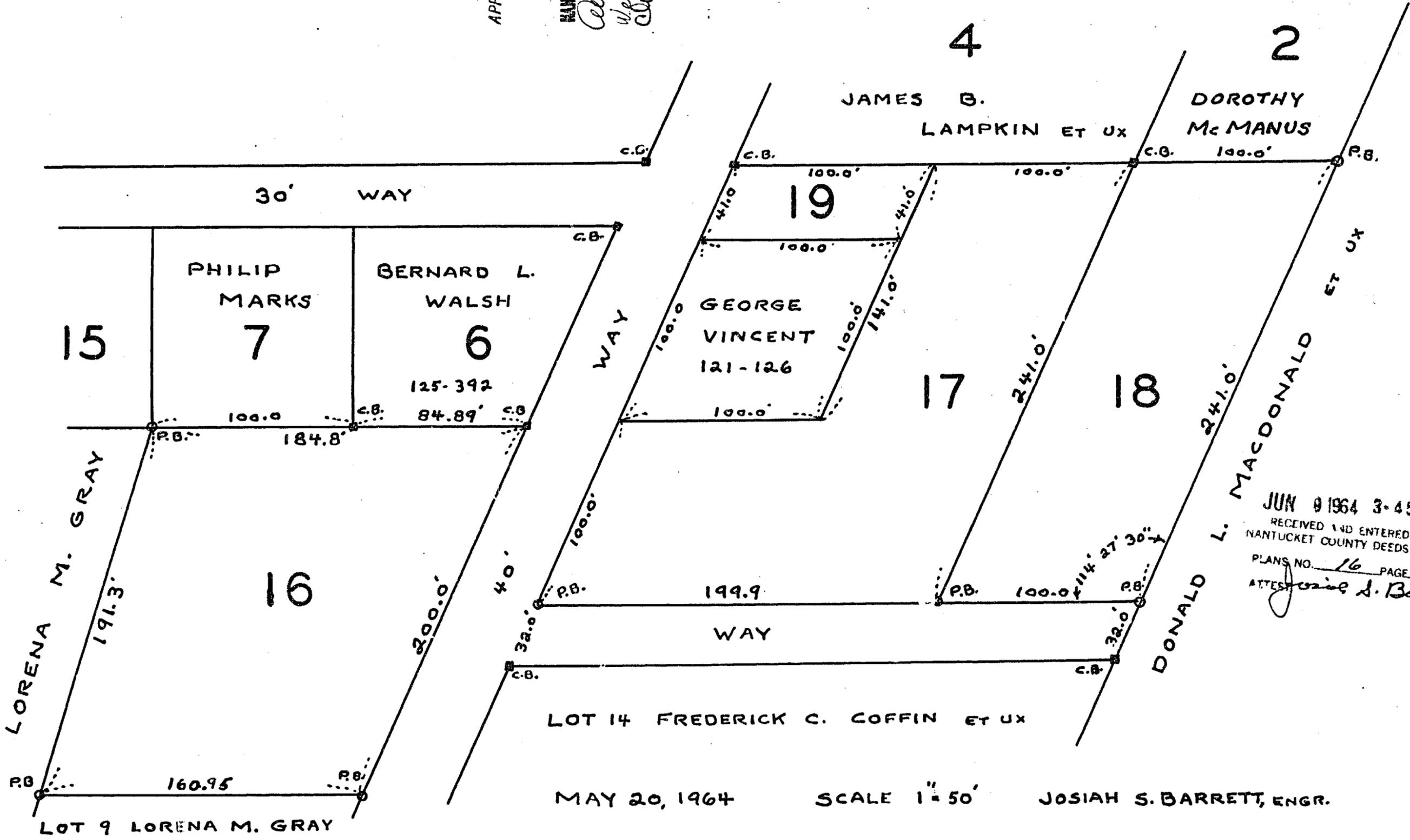
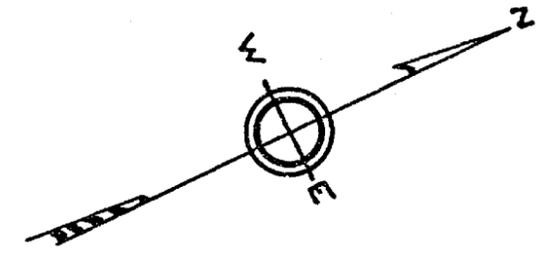
NANTUCKET PLANNING BOARD

APPROVAL NOT REQUIRED

MAY 29 1964

NANTUCKET PLANNING BOARD

*Albert J. Patten*  
*Wesley B. Sawyer*  
*Charles E. Weston*



JUN 9 1964 3:45 PM  
RECEIVED AND ENTERED WITH  
NANTUCKET COUNTY DEEDS BOOK OF  
PLANS NO. 16 PAGE 27  
ATTEST *Joseph A. Barry*  
REGISTER

LOT 14 FREDERICK C. COFFIN ET UX

MAY 20, 1964

SCALE 1" = 50'

JOSIAH S. BARRETT, ENGR.

see Confirm.  
Lien BK 394  
Pg 127

DEED

We, DAVID J. AGUIAR and LINDA AGUIAR, of Nantucket, Nantucket County, Massachusetts, for consideration paid in the amount of \$200,000.00, grant to CATHERINE H. COZENS, of Post Office Box 2463, Nantucket, Massachusetts 02584, with QUITCLAIM COVENANTS,

That certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known as Six Trotter's Lane, bounded and described as follows:

- NORTHEASTERLY by Lot 17 on a plan hereinafter mentioned, forty-one (41.00) feet;
- SOUTHEASTERLY by land now or formerly of George Vincent, one hundred (100.00) feet;
- SOUTHWESTERLY by a Way (now known as Trotter's Lane), forty-one (41.00) feet; and
- NORTHWESTERLY by Lot 4 as shown on said plan, one hundred (100.00) feet.

Said land is shown as Lot 19 on a plan drawn by Josiah S. Barrett, Engr., dated May 20, 1964, recorded with Nantucket Deeds in Plan Book 16. Page 33.

Said Lot 19 is conveyed subject to the following matters:

- (a) Real estate taxes assessed by the Town of Nantucket for the fiscal year 1988.
- (b) Real estate taxes assessed by the Town of Nantucket for the fiscal year 1988.
- (b) Provisions of an Order of Taking by the County of Nantucket for the layout of Trotter's Lane, dated March 29, 1972, recorded with Nantucket Deeds in Book 137, Page 116.
- (c) Provisions of a Covenant dated March 7, 1986, recorded with Nantucket Deeds in Book 245, Page 248.

For title, see deed of James K. Glidden, as Administrator of the Estate of William J. Vallett, dated March 7, 1986, recorded with Nantucket Deeds in Book 245, Page 192.

Executed and sealed on December 27, 1987.

CERTIFICATE OF LIEN

Pursuant to Chapter 669 of the Acts of 1983, Nantucket Land Bank Commission declares that there is running with the land described in the foregoing deed a lien in the amount of the fee exempted under Subsection 12 (iii) of said Chapter 669, plus accumulated interest and penalties, until such time as all conditions of said Subsection have been met.

NANTUCKET LAND BANK COMMISSION

*David J. Aguiar*  
David J. Aguiar

*Linda Aguiar*  
Linda Aguiar

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

December 27, 1987

Then personally appeared the above-named Linda Aguiar and acknowledged the foregoing to be her free act and deed, before me,

*Judith F. [Signature]*  
Notary Public

My commission expires: 9/14/90

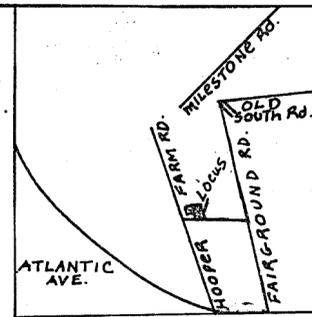
NANTUCKET LAND BANK FEE		
<input checked="" type="checkbox"/>	Paid: \$	2,000. --
<input checked="" type="checkbox"/>	Exempt: \$	100,000. -- M
5110	12-30-87	V. Kungu
NO.	DATE	CERTIFICATION

COMMONWEALTH OF MASSACHUSETTS	
DEEDS & EXCISE	
5110	458.00
NO.	AMOUNT

NANTUCKET COUNTY  
Received and Entered  
DEC 30 1987 2:00 P.M.  
Attest *Linda M. Chadwick*  
Register

APR 10 1985  
2:45 pm

RECEIVED AND ENTERED WITH  
NANTUCKET COUNTY DEEDS BOOK OF  
PLANS NO. 23 PAGE 23  
ATTEST Margaret C. Signato  
RECORDER



APPROVED:  
NANTUCKET PLANNING BOARD  
Walter Bennett  
Charles J. Gardner  
John Beck  
John Beck  
DATE APPROVED: 2-11-85  
DATE SIGNED: 3-25-85  
FILE NO. 2766

Robert D. McManus

S 39° 41' 38" E 240.98

dh in CB FND

I.P. FND

LOCUS MAP SCALE 1" = 2000'

FRANCIS + DOROTHY  
McGARVEY

SARAH J.  
HUTTON

LOT 7  
AREA = 18825  
OR 0.43  
3 ± S.F.  
ACRES

S 45° 16' 16" E 117.30

M.H. 15.58 S  
L 5.15  
19.00  
N 64° 08' 46" W  
00.50  
00.55  
S 85° 15' 15" W

5.00  
R = 5.00  
L = 7.85

KOM

TRUST ST

LEGEND:  
□ D.H. IN CB. TO BE SET

NOTE: LOT 1 TO BE  
CONVEYED TO AN  
ABBUTOR ONLY.

WILLIAM  
VALLETT

GEORGE  
VINCENT

LOT 1  
104 ± S.F.



3 STORY  
WOOD  
FRAME  
DWELLING  
PORCH  
N 31° 59' 55" W  
L 9.73  
N 58° 00' 05" E  
10.09  
N 31° 59' 55" W  
3.59  
AREA = 10,006 ± S.F.  
OR 0.23 ACRES  
N 88° 00' 05" E  
11.08

I, MADELYN A. PERRY, CLERK OF  
THE CITY, TOWN OF NANTUCKET  
HEREBY CERTIFY THAT THE NOTICE  
OF APPROVAL OF THIS PLAN BY THE  
PLANNING BOARD HAS BEEN RECEIVED  
AND RECORDED AT THIS OFFICE AND NO  
NOTICE OF APPEAL WAS RECEIVED  
DURING THE TWENTY DAYS NEXT AFTER  
SUCH RECEIPT AND RECORDING OF SAID  
NOTICE.

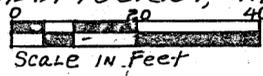
Madelyn A. Perry TOWN CLERK  
DATE: March 28, 1985



John J. Shugrue

DEFINITE SUBDIVISION  
PLAN OF LAND IN  
NANTUCKET, MA.  
SCALE 1" = 20'  
AUGUST 3, 1984  
JOHN J. SHUGRUE INC.  
OLD SOUTH ROAD  
NANTUCKET, MA.

SUBDIVIDER:  
RUSSELL W. IULIANO  
83 CONCORD AVE  
BELMONT, MASS.  
02178



ZONING - R-10

ASSESSORS MAP 67 PARCEL NO. 126

TROTTERS LANE  
(PUBLIC - COUNTY LAYOUT OF 1968)

MASSACHUSETTS QUITCLAIM DEED

I, **John M. Weber, Jr.**, of 12 Marble Way, Nantucket, MA 02554, for consideration paid in the amount of Two Hundred Sixty Thousand and No/100 (\$260,000.00) Dollars

GRANT to

**Timothy M. Soverino**, of P.O. Box 1316, Nantucket, MA 02554

with QUITCLAIM COVENANTS, the parcel of land together with all improvements thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, known and numbered as 8 Trotters Lane, bounded and described as follows:

PARCEL I: Beginning at an Iron Pipe bound at a street and at the Northwest corner of the granted premises, thence running

- |               |  |
|---------------|--|
| SOUTHEASTERLY | by land of John Dittrich to an iron pipe 100 feet, thence running  |
| SOUTHWESTERLY | by land of John Dittrich to an iron pipe bounded at a Way or Street 100 feet to an iron pipe bound; thence running |
| NORTHWESTERLY | along said Way or Street, 100 feet to an iron pipe bound; thence running   |
| NORTHEASTERLY | 100 feet by a Way or Street to the point of beginning.   |

For title, see Deed recorded at Book 232, Page 21.

PARCEL II:

- NORTHWESTERLY by Lot 2, 11.08 feet;
- NORTHWESTERLY by Lot 2, 3.59 feet;
- NORTHEASTERLY by Lot 2, 10.09 feet;
- NORTHWESTERLY by Lot 2, 9.73 feet; and
- SOUTHWESTERLY by land of George Vincent 25.00 feet.

Being shown as Lot 1 on plan of land of Russell W. Iuliano, drawn by John Shugrue, dated August 3, 1984, recorded at the Nantucket Registry of Deeds, Plan Book 23, Page 23.

For title, see Deed recorded at Book 232, Page 25.

For title to both parcels also see Deed recorded at Book 304, Page 54.

Parcels I and II are combined as one (1) Lot.

WITNESS MY HAND AND SEAL, this 30<sup>th</sup> day of March, 1998.

Julia A. Fitzgerald  
Witness

John M. Weber, Jr.  
John M. Weber, Jr.

DEEDS REG 16  
NANTUCKET  
03/27/98  
*Cancelled*  
TAX 1105.60  
CASH 1105.60  
1673A016 14:10  
EXCISE TAX

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

March 30, 1998

Then personally appeared the above-named John M. Weber, Jr. and acknowledged the foregoing instrument to be his free act and deed, before me,

NANTUCKET COUNTY  
 Paid - 5,200.00  
 Excise  
 Not a public  
 16733 - 3/30/98  
 No. Chadwick  
 Authorized

Julia A. Fitzgerald  
 Notary Public  
 Julia A. Fitzgerald  
 NOTARY PUBLIC  
 My commission expires July 6, 2001

MAR 30 1998  
 NANTUCKET COUNTY  
 REC'D ENTERED

2:12 PM  
 SANDRA M CHADWICK  
 ATTEST REGISTER

End of Instrument

THE COMMONWEALTH OF MASSACHUSETTS

Nantucket

City or Town

BOARD OF APPEALS

Date: June // , 1985

Certificate of Granting of Variance or Special Permit  
(General Laws Chapter 40A, Section 11)

The Board of appeals of the City or Town of Nantucket

hereby certifies that a ~~Variance or Special Permit~~ has been granted

To John M. Weber, Jr. acting for Estate of Richard Vincent, Owner (043-85)

Address P.O. Box 2372

City or Town Nantucket

affecting the rights of the owner with respect to land or buildings at 8 Trotters Lane,

Lot 135, Plan 23, Page 23

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision granting said ~~variance~~ — special permit, and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no ~~variance or~~ special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

*July 9 1985*  
*No appeal filed in this office within*  
*20 days following decision of appeal.*  
*Chapter 40A*

*Section 12*  
*W. Davis & H. H. H. H.*  
*ASSISTANT TOWN CLERK*

*William R. Sherman*  
Chairman  
*Andrew J. Leddy Jr.*  
Clerk

BCOP 232 PAGE 31  
BOARD OF APPEALS  
TOWN OF NANTUCKET  
NANTUCKET, MASSACHUSETTS 02554

DECISION:

The BOARD OF APPEALS, at a Public Hearing held on FRIDAY, MAY 24, 1985 at 1:30 p.m. in the Town and County Building, Nantucket, rendered the following decision in the Application of JOHN M. WEBER, JR. acting for the ESTATE OF GEORGE R. VINCENT, through RICHARD VINCENT, ADMINISTRATOR (043-85) c/o 3726 East Lake Mead, Las Vegas, Nevada 89115.

1. Applicant, duly represented by John M. Weber, Jr. of Nantucket, seeks a SPECIAL PERMIT under Zoning By-Law SECTION 7I (codified as Section 139-33) to extend a pre-existing, non-conforming use. If granted, Applicant would be able to construct an addition onto an existing single-family dwelling now sited astride a side lot line. The property is located at 8 TROTTERS LANE, Lot 135 of Plan 23 at Page 23, in the RESIDENTIAL-10 Zoning District.

2. Based upon submissions of plans, probate appointment, agency power, photoprints, abuttor's assent, representations and testimony, we find that Richard Vincent was appointed administrator of the estate of his brother George Vincent. Richard, in turn, appointed John Mercer Weber, Jr. to act for him in this matter.

3. A predecessor of Applicant, George McMannis, constructed the one-story wood frame dwelling in about 1958. To determine the siting for the house, he is said to have paced off the bounds without benefit of survey. In any event, what purports to be a proper survey shows a corner of house extending from Applicant's Lot 1 onto abuttor's Lot 2, thus astride the side lot line. The proposed addition is inwardly of Lot 1 and entirely outside the side yard setback. Accordingly, the proposed extension of the pre-existing, non-conforming structure does not increase the non-conformity or make the siting more non-conforming, and we so find.

4. No objection to the proposed addition was heard. From the photoprints, the addition is understood to be part of an overall undertaking to remedy a delapidated appearance. Eight abuttors endorsed a recommendation that we act favorably on this Application. We further find that the extension will not be more detrimental to the neighborhood.

(043-85)

5. The Planning Board expressed misgivings with favorable action where Applicant's dwelling has part of its "footprint" beyond the lot owned by Applicant. For Applicant, we are told a claim might lie for prescriptive right by adverse possession. However, a purchase and sale agreement is said to have been signed with the abuttor to obtain ownership to the footprint plus a 3-foot setback. To resolve any question of the sort posed by the Planning Board, Applicant accepts our conditioning relief on its acquiring ownership to the footprint.

6. Accordingly, by UNANIMOUS vote, the Board GRANTS to Applicant the SPECIAL PERMIT to construct the proposed addition, conditioned on Applicant perfecting ownership in the land underlying the dwelling, i.e., in the footprint.

Dated: June 8, 1985

*William R. Sherman*

William R. Sherman

*Dorothy D. Vollans*

Dorothy D. Vollans

*Marshall Beale*

C. Marshall Beale

NANTUCKET COUNTY  
Received and Entered  
JUL 9 1985 1:51 PM

*Amelia Melhadwick*



BOOK 0383 PAGE 188

TOWN OF NANTUCKET

## BOARD OF APPEALS

NANTUCKET, MASSACHUSETTS 02554

Date: January 31, 1992

To: Parties in Interest and Others concerned with the Decision of the BOARD OF APPEALS in the Application of the following:

Application No.: 002-92

Owner/Applicant: CATHERINE COZENS SOVERINO

Enclosed is the Decision of the BOARD OF APPEALS which has this day been filed in the office of the Nantucket Town Clerk.

An Appeal from this Decision may be taken pursuant to Section 17 of Chapter 40A, Massachusetts General Laws.

Any action appealing the Decision must be brought by filing an complaint in court within TWENTY (20) days after this day's date. Notice of the action with a copy of the complaint and certified copy of the Decision must be given to the Town Clerk so as to be received within such TWENTY (20) days.

  
Robert J. Leichter, Chairman

cc: Town Clerk  
Planning Board  
Building Commissioner

ZONING BOARD OF APPEALS  
14 South Water Street  
Nantucket, Mass. 02554

Map 67-0-0  
parcel 134  
R-10

6 Trotters Lane  
290/079

At a Public Hearing of the ZONING BOARD OF APPEALS held at 1:00 P.M., Friday, January 10, 1992, in the Town and County Building, Broad Street, Nantucket, Massachusetts, on the Application of CATHERINE COZENS SOVERINO, 6 Trotters Lane, Nantucket, Mass. 02554, Board of Appeals File No. 002-92, the Board made the following Decision:

1. Applicant is seeking relief by Special Permit under §§ 139-16C(1), 139-30A and 139-33A of the Zoning Bylaw to reduce a required side yard setback from ten (10) feet to five (5) feet to allow alteration and extension of a structure on a lot said to be pre-existing and nonconforming as to lot area and frontage, having 3,733± S.F. and 41.0 feet of frontage; 10,000 S.F. and 75 feet of frontage are required in the district. Applicant proposes a 200± S.F. addition to the existing dwelling on the premises, which will come not closer than five (5) foot to the easterly side line of the lot. The premises are located at 6 TROTTERS LANE, Assessor's Map 67, parcel 134, as shown in Plan Book 16, page 33, Lot 19. The property is zoned R-10.
2. The Decision is based upon the Application and materials submitted therewith, the testimony and evidence presented at the hearing, and a favorable recommendation from the Planning Board.
3. Applicant presented evidence that the lot pre-dates the adoption of zoning, and, due to the narrow configuration of the lot and the need for additional space in the house, the only practical place for the addition would be at the northeast corner of the house, which would encroach on the required ten (10) foot side yard setback unless the requested relief is granted.
4. There were no objections to the granting of the relief, and Applicant stated that the neighbor on the side toward which the addition would be constructed would have been willing to sell him sufficient land to avoid the setback encroachment but for the fact that his lot would then have been in violation of the minimum lot area requirements of the Bylaw.
5. By unanimous vote (Leichter, Williams, Balas, O'Mara, and Dooley in favor) the Board finds that the relief requested is in harmony with the general purpose and intent of the Bylaw as promoting the convenience and general welfare of the inhabitants of the Town, and GRANTS the relief requested by Special Permit under §139-30A in accordance with the provisions of §139-16C(1) to reduce the required side yard setback from ten (10) feet to

Application No. 002-92

Decision

five (5) feet on the easterly side line of the lot in order to allow Applicant to construct and addition to the existing structure on the premises substantially in accordance with the plans submitted with this Application on the condition that no further construction be allowed within the reduced setback area without further relief from this Board.

Date: Jan. 31, 1992

Robert J. Leichter

Linda F. Williams  
Linda F. Williams

Ann Balas  
Ann Balas

Michael O'Mara  
Michael O'Mara

Peter Dooley  
Peter Dooley

Rec'd '1-31-92  
for Ass't Town Clerk

I CERTIFY THAT 20 DAYS HAVE ELAPSED AFTER THE DECISION WAS FILED IN THE OFFICE OF THE TOWN CLERK, AND THAT NO APPEAL HAS BEEN FILED, PURSUANT TO GENERAL LAWS 40A, SECTION 11

Richard M. Waldgate  
TOWN CLERK  
March 16, 1992

NANTUCKET COUNTY  
Received and Entered

MAR 18 1992 10:01 AM

Attest Sandra M. Chadwick  
Register



TOWN OF NANTUCKET  
BOARD OF APPEALS

NANTUCKET, MASSACHUSETTS 02554

Date: *September 1, 1994*

To: Parties in Interest and Others concerned with the Decision of the BOARD OF APPEALS in the Application of the following:

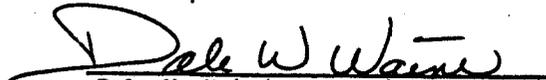
Application No.: 058-94

Owner/Applicant: CATHERINE COZENS SOVERINO

Enclosed is the Decision of the BOARD OF APPEALS which has this day been filed in the office of the Nantucket Town Clerk.

An Appeal from this Decision may be taken pursuant to Section 17 of Chapter 40A, Massachusetts General Laws.

Any action appealing the Decision must be brought by filing an complaint in court within TWENTY (20) days after this day's date. Notice of the action with a copy of the complaint and certified copy of the Decision must be given to the Town Clerk so as to be received within such TWENTY (20) days.

  
Dale W. Waine, Chairman

cc: Town Clerk  
Planning Board  
Building Commissioner



TOWN OF NANTUCKET

BOARD OF APPEALS

NANTUCKET, MASSACHUSETTS 02554

Assessor's Map 67  
Parcel 134  
R-10

6 Trotter's Lane  
Plan Book 16, Page 33  
Lot 19  
Deed Ref. 290/79

At a Public Hearing of the Zoning Board of Appeals held at 1:00 P.M., Friday, August 12, 1994, in the Selectmen's Meeting Room, Town and County Building, Broad Street, Nantucket, Massachusetts, on the Application of CATHERINE COZENS SOVERINO, of 6 Trotter's Lane, Nantucket, MA 02554, Board of Appeals File No. 058-94, the Board made the following Decision:

1. Applicant is seeking a MODIFICATION of SPECIAL PERMIT 002-92, that allowed a side line setback reduction from ten (10) feet to six (6) feet in the R-10 zoning district, to permit construction of an addition on the rear and northeast corner of the single family dwelling. Applicant now proposes to construct a new wrap-around porch on the southeasterly side and the front of the dwelling that will attach to the previously constructed addition and continue the six (6) foot side line setback without coming any closer to that lot line.

The premises is located at 6 TROTTER'S LANE, Assessor's Map 67, Parcel 134, as shown in Plan Book 16, Page 33, Lot 19. The property is zoned Residential-10.

2. The Decision is based upon the Application and materials submitted with it and the testimony and evidence presented at the Hearing. There were no letters in support or opposition on file and the Planning Board made no recommendation.

3. Applicant represents that the 4' x 34' covered, wrap-around porch will be constructed along the southeasterly side lot line then continue across the front of the dwelling, ending at a point that will not encroach into the 20 foot front yard setback. In Board of Appeals File No. 002-92, Applicant was granted a Special Permit to construct an addition onto the rear of the dwelling with a portion of the addition sited six (6) feet from the southeasterly side yard lot line. Relief to reduce the side yard lot line from ten (10) feet to five (5) feet is possible in the Residential-10 zoning district in which the subject lot is located. Applicant proposes to extend the new porch along the same six (6) foot side yard setback line previously granted by attaching it to the new addition, without coming any closer to the lot line.

4. Accordingly, the Board finds that the proposed modification would be in harmony with the general purpose and intent of this Zoning

By-Law and GRANTS the MODIFICATION, by a unanimous vote, to allow the construction of the porch substantially in conformance with Historic District Commission Certificate of Appropriateness #25,860.

Dated: September 1, 1994

*Dale W. Waine*  
Dale W. Waine

*Minda F. Williams*  
Minda F. Williams

*Ann Bales*  
Ann Bales

*Robert W. Leichter*  
Robert W. Leichter

*Michael O. Mara*  
Michael O. Mara

RECEIVED  
TOWN CLERK'S OFFICE  
NANTUCKET, MA 02554  
SEP 01 1994

TIME: \_\_\_\_\_  
CLERK: \_\_\_\_\_

CERTIFY THAT 20 DAYS HAVE ELAPSED AFTER THE DECISION WAS FILED IN THE OFFICE OF THE TOWN CLERK, AND THAT NO APPEAL HAS BEEN FILED, PURSUANT TO GENERAL LAWS SECTION 19A.  
TOWN CLERK  
*Sandra M. Chadwick*  
SEP 22 1994

SEP 22 1994  
NANTUCKET COUNTY  
REC'D ENTERED

3:36 pm  
SANDRA M-CHADWICK  
ATTEST REGISTER

End of  
Instrument

**HALE EVERETS**

**46 MONOMOY ROAD**

**FILE NO. 19-20**

**SPECIAL PERMIT**



NANTUCKET  
TOWN CLERK

2020 AUG 31 PM 3:27

Zoning Board of Appeals  
AUG 15 2020  
RECEIVED

TOWN OF NANTUCKET  
BOARD OF APPEALS  
NANTUCKET, MA 02554

PAID  
AUG 17 2020  
PAID  
BY: ✓10949 (EMA)

APPLICATION

Fee: \$450.00

File No. 19-20

Owner's name(s): Hale Everets

Mailing address: c/o Sarah F. Alger, P.C., 4 North Water Street, Nantucket, MA 02554

Phone Number: (508) 228-1118 E-Mail: sfa@sfapc.com

Applicant's name(s): Same as above.

Mailing Address: Same as above.

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Locus Address: 46 Monomoy Road Assessor's Map/Parcel: 54-71

Land Court Plan/Plan Book & Page/Plan File No.: Land Court Plan No. 14029-A

Deed Reference/Certificate of Title: 27608 Zoning District LUG-1

Uses on Lot- Commercial: None  Yes (describe) \_\_\_\_\_

Residential: Number of dwellings 1 Duplex 0 Apartments 0

Date of Structure(s): all pre-date 7/72 \_\_\_\_\_ or 1985

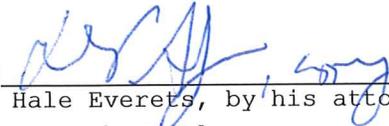
Building Permit Numbers: 4265-85

Previous Zoning Board Application Numbers: 085-84 and 090-88

State below or attach a separate addendum of specific special permits or variance relief applying for:

See attached Addendum.

I certify that the information contained herein is substantially complete and true to the best of my knowledge, under the pains and penalties of perjury.

SIGNATURE:  Owner\*  
Hale Everets, by his attorney  
Sarah F. Alger

SIGNATURE: \_\_\_\_\_ Applicant/Attorney/Agent\*

\*If an Agent is representing the Owner or the Applicant, please provide a signed proof of agency.

---

**OFFICE USE ONLY**

Application received on: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_ Complete: \_\_\_\_\_ Need Copies: \_\_\_\_\_  
Filed with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Planning Board: \_\_\_/\_\_\_/\_\_\_ Building Dept.: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_  
Fee deposited with Town Treasurer: \_\_\_/\_\_\_/\_\_\_ By: \_\_\_\_\_ Waiver requested: \_\_\_\_\_  
Granted: \_\_\_/\_\_\_/\_\_\_ Hearing notice posted with Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_  
I&M \_\_\_/\_\_\_/\_\_\_ & \_\_\_/\_\_\_/\_\_\_ Hearing(s) held on: \_\_\_/\_\_\_/\_\_\_ Opened on: \_\_\_/\_\_\_/\_\_\_  
Continued to: \_\_\_/\_\_\_/\_\_\_ Withdrawn: \_\_\_/\_\_\_/\_\_\_ Decision Due By: \_\_\_/\_\_\_/\_\_\_  
Made: \_\_\_/\_\_\_/\_\_\_ Filed w/Town Clerk: \_\_\_/\_\_\_/\_\_\_ Mailed: \_\_\_/\_\_\_/\_\_\_

ADDENDUM

**Nantucket Zoning Board of Appeals**

**Hale Everets**

**46 Monomoy Road, Nantucket, Massachusetts**

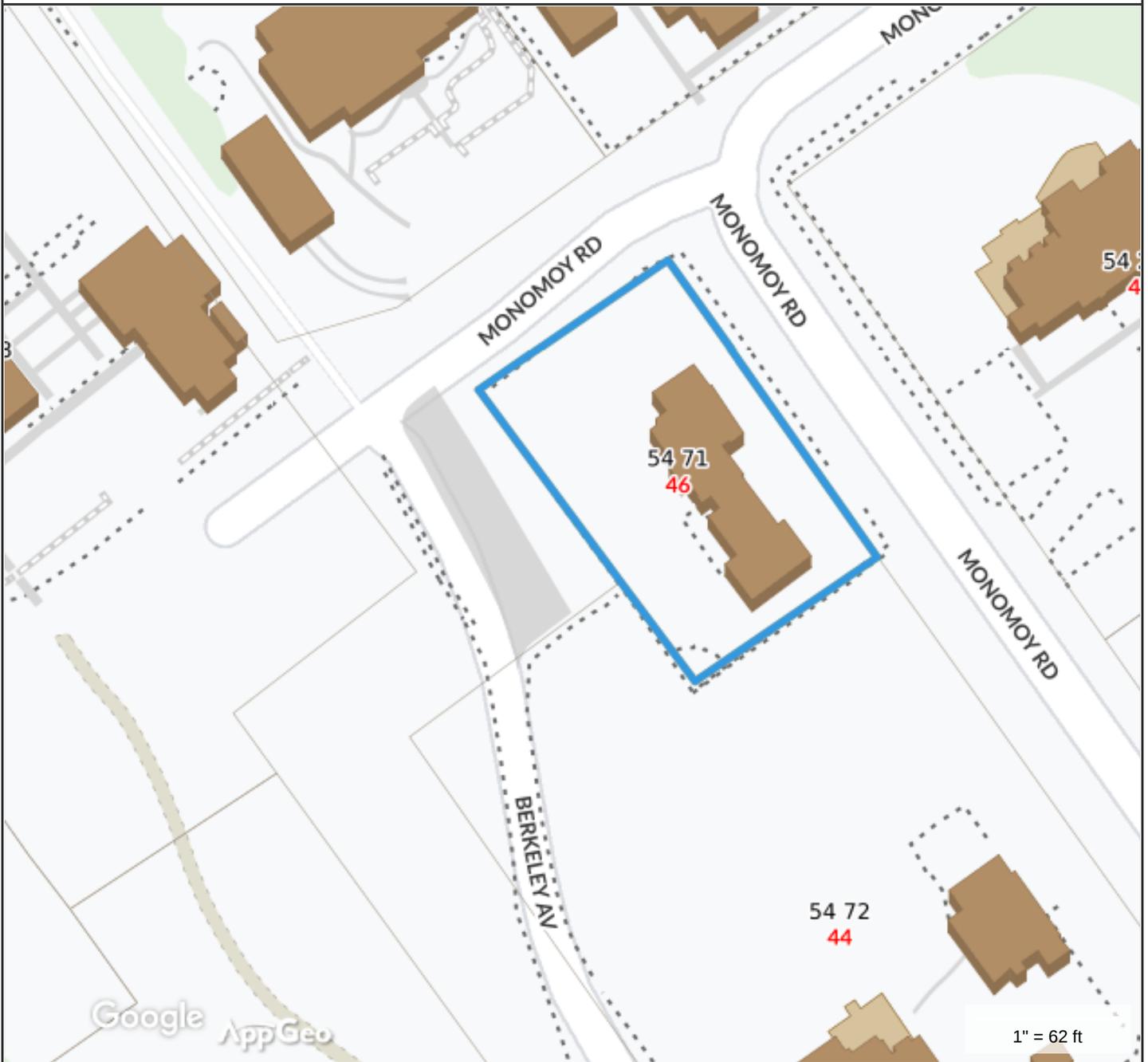
**Assessor's Map 54, Parcel 71**

The Applicants seek a Special Permit under Nantucket Zoning By-law (the "By-law") §§139-30, 139-33.A(4), and to the extent necessary 139-33.A(2) to alter and extend a pre-existing nonconforming structure by removing and reconstructing "any or all of the preexisting nonconforming structure, or any portion(s) thereof, in excess of the permitted ground cover ratio upon [the] lot." To the extent necessary, the Applicant also requests that the special permit granted in 1984 and modified in 1988 be further modified to allow the Applicant's proposal. The Applicant proposes to remove portions of a pre-existing, nonconforming dwelling, which currently has total ground cover of about 1,942 square feet, to renovate the dwelling, which as so renovated will have ground cover of about 1,746 square feet, and construct a cabana having ground cover of about 196 square feet. Following construction, the Locus will continue to have ground cover of about 1,942 square feet.

The Locus, Lot E on Land Court Plan 14029-A, is located in a Limited Use General 1 ("LUG-1") zoning district, which requires minimum lot size of 40,000 square feet, frontage of 100 feet, front yard setback of 35 feet, and side and rear yard setback of 10 feet. Maximum allowable ground cover is 7% or, for a lot of record, 1,500 square feet. The Locus is a pre-existing, nonconforming lot of record, having land area of about 15,000 square feet. The dwelling, as existing and as proposed, conforms to front yard setback on the northwest, is conforming as to side and rear setback, and is nonconforming as to ground cover, having ground cover of about 1,942 square feet (or about 12.95%). Given the modest nature of the proposal, which has been approved by the Nantucket Historic District Commission, the result of the proposed removal and reconstruction will not be substantially more detrimental to the neighborhood than the existing nonconforming structure.

Evidence of owner's title is registered as Certificate of Title No. 27608 at Nantucket Registry District. The Locus is located at 46 Monomoy Road, is shown on Nantucket Tax Assessor's Map 54 as Parcel 71, and is located in Limited Use General 1 ("LUG-1") Zoning District.

### 46 Monomoy



**Property Information**

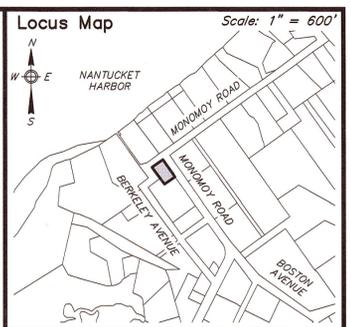
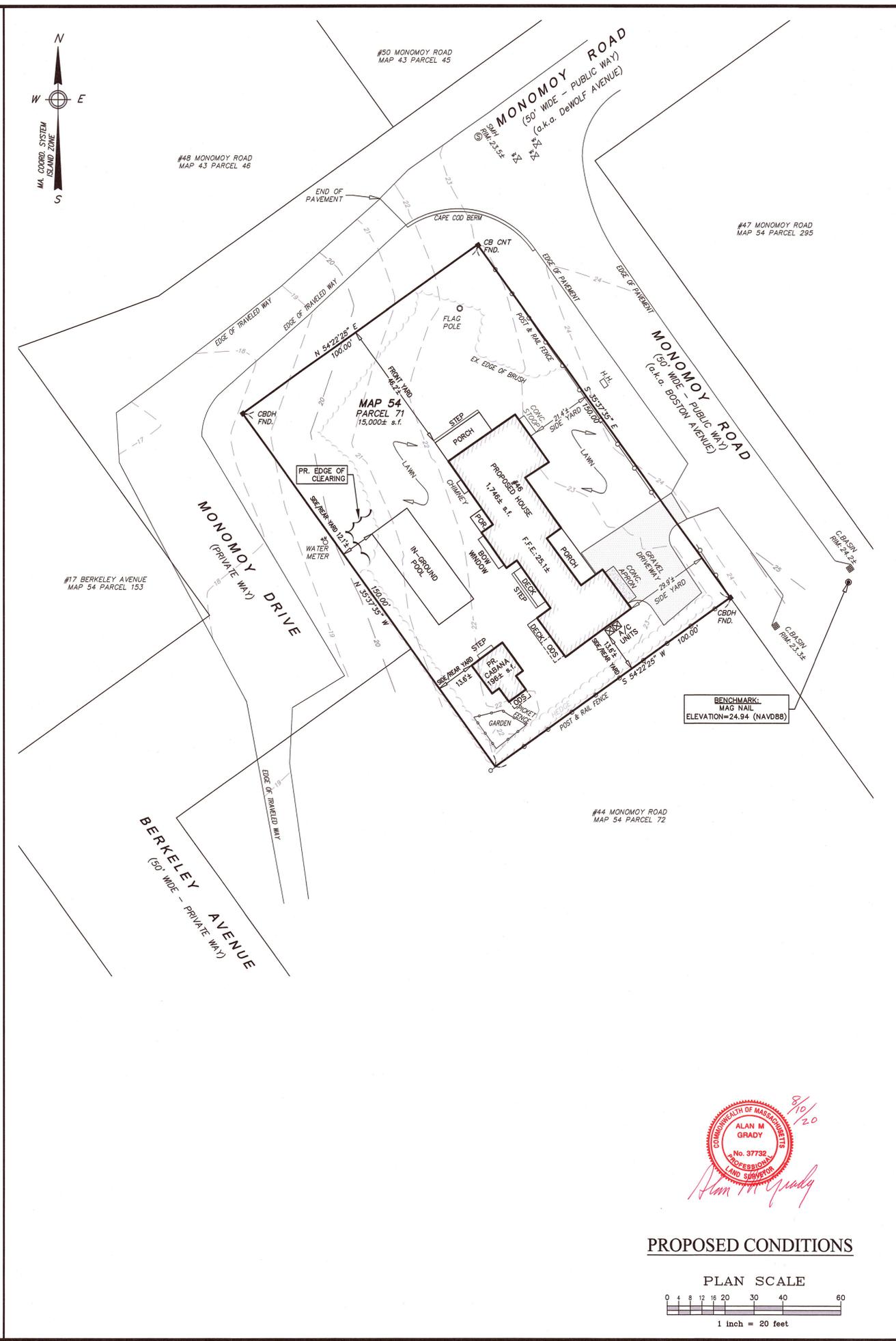
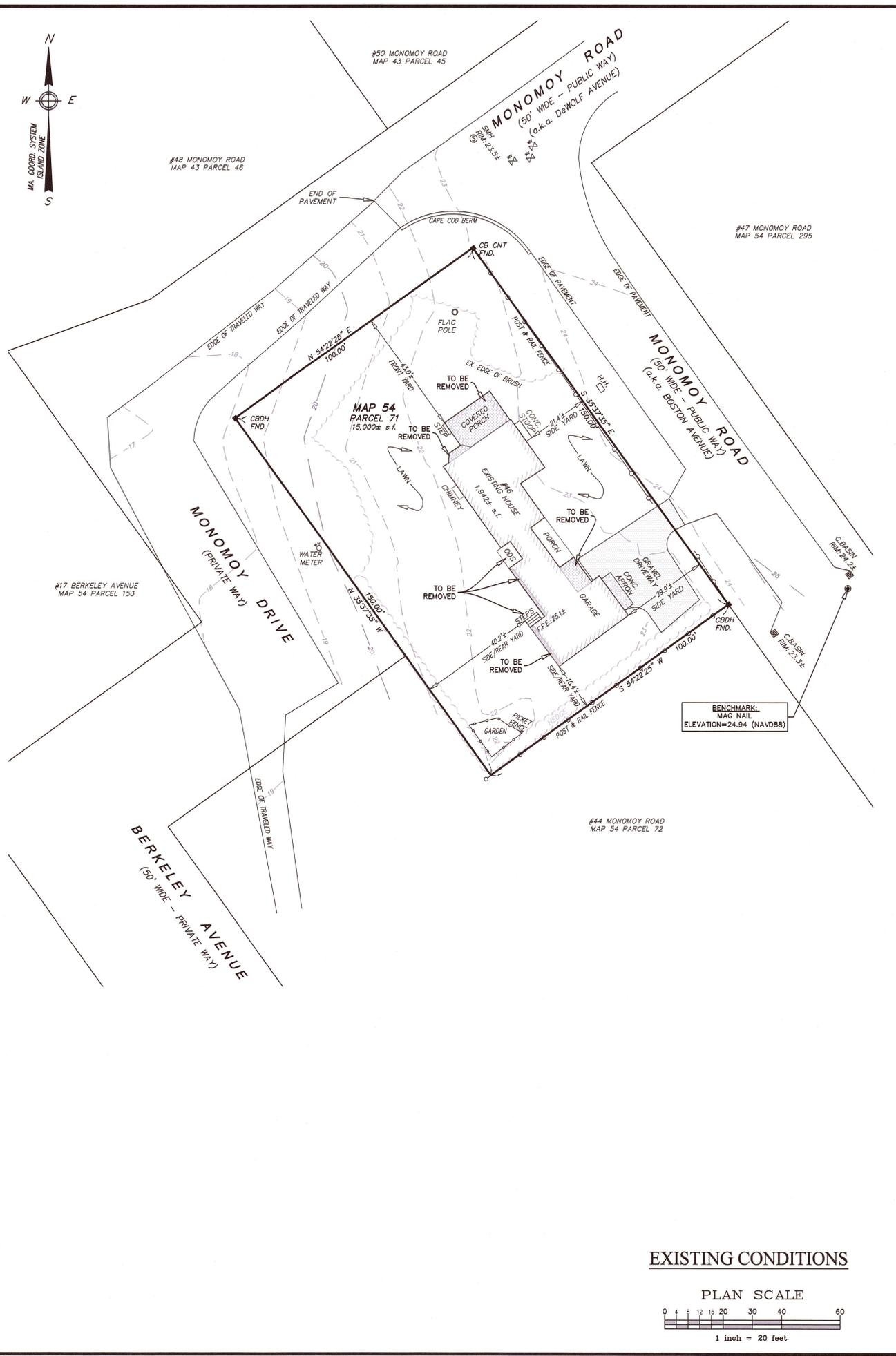
**Property ID** 54 71  
**Location** 46 MONOMOY RD  
**Owner** EVERETS HALE



**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
Data updated 11/19/2018



- Notes**
- LOCUS: #46 MONOMOY ROAD MAP 54 PARCEL 71
  - OWNERS: HALE EVERETS  
9 PROSPECT PARK WEST, APT. 2A  
BROOKLYN, NY 11215
  - DEED REF: Cert. #27608 (Doc. #164292)
  - PLAN REF: L.C. Plan #14029-A (LOT E)
  - SPECIAL PERMIT: Doc. #31363
  - MODIFICATION: Doc. #49544
  - LOCUS DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25019C-0089-G dated 06/09/2014.
  - LOCUS DOES NOT FALL WITHIN THE NATURAL HERITAGE and ENDANGERED SPECIES PROGRAM (NHESP) AREAS OF ESTIMATED HABITATS OF RARE WILDLIFE and PRIORITY HABITATS OF RARE SPECIES.

ZONE: LUG-1

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	40,000 s.f.	15,000± s.f.	15,000± s.f.
FRONTAGE:	100'	100'	100'
FRONT YARD:	35'	43.0'±	46.2'±
SIDE/REAR YARD:	10'	16.4'±	12.1'±
GROUND COVER:	7% (MAX)	1,942± s.f.	1,942± s.f.

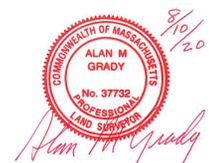
\* 1,500 s.f. ALLOWABLE GROUND COVER, PER CODE OF THE TOWN OF NANTUCKET CHAPTER 139 SECTION 33E(1)(b).

Prepared By:

**BRACKEN ENGINEERING, INC.**

49 HERRING POND ROAD BUZZARDS BAY, MA 02532  
(tel) 508.833.0070 (fax) 508.833.2282

19 OLD SOUTH ROAD NANTUCKET, MA 02554  
(tel) 508.325.0044 (www.brackeneng.com)



**PROPOSED SITE PLAN**  
IN NANTUCKET, MASSACHUSETTS

Prepared For:  
**HALE EVERETS**  
#46 MONOMOY ROAD  
MAP 54 PARCEL 71

No.	Date	Revision Description	By

Date: AUGUST 10, 2020  
Drawn: ERC/BEI  
Checked: DFB/AMG  
Sheet: 1 of 1

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

**CERTIFICATE OF APPROPRIATENESS**

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

**PROPERTY DESCRIPTION**

TAX MAP N<sup>o</sup>: 54 PARCEL N<sup>o</sup>: 71

Street & Number of Proposed Work: 46 Monomoy Road

Owner of record: Jane Willard Hammond and Helen Hammond

Mailing Address: 555 Dryden Place

Charlottesville, Virginia 22903

Contact Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**AGENT INFORMATION (if applicable)**

Name: Hale Everets

Mailing Address: 9 Prospect Park W. #6A

Brooklyn, New York 11215

Contact Phone #: 917-208-0267 E-mail: heverets@hotmail.com

FOR OFFICE USE ONLY 170193

Date application received: 12/11/19 Fee Paid: \$ 199.20

Must be acted on by: 2/7/20 04/07/2020, 6/6/20

Extended to: 8/5/2020

Approved: [Signature] Disapproved: \_\_\_\_\_

Chairman: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Notes - Comments - Restrictions - Conditions

**DESCRIPTION OF WORK TO BE PERFORMED**

See reverse for required documentation.

New Dwelling  Addition  Garage  Driveway/Apron  Commercial  Historical Renovation  Deck/Patio  Steps  Shed

Color Change  Fence  Gate  Hardscaping  Move Building  Demolition  Revisions to previous Cert. No. \_\_\_\_\_

Pool (Zoning District \_\_\_\_\_)  Roof  Other [scribble]

Size of Structure or Addition: Length: 67'-9 1/4" Sq. Footage 1st floor: 1454 SF Decks/Patio: Size: 805  1st floor  2nd floor

Width: 28'-10" Sq. footage 2nd floor: 1042 SF Size: \_\_\_\_\_  1st floor  2nd floor

Sq. footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North 0 South 0 East 0 West 0

Height of ridge above final finish grade: North 26' - 3 1/4" South 26' - 3 1/4" East 25' - 5 1/4" West 25' - 5 1/4"

**Additional Remarks**

Historic Name: Mistover

Original Date: 1930

Original Builder: \_\_\_\_\_

Is there an HDC survey form for this building attached?  Yes  N/A

- REVISIONS:**
1. East Elevation - increase set back, modify hip roof to gable ridge; center 2nd Floor windows
  2. South Elevation - modified hip to gable
  3. West Elevation - modified hip to gable; added gable
  4. North Elevation - eliminate enclosed porch & 2nd floor bay window, added shed porch & 2nd floor deck; modified hip to gable
- \*Cloud on drawings and submit photographs of existing elevations.

**DETAIL OF WORK TO BE PERFORMED**

Foundation: Height Exposed ± 8"  Block  Block Parged  Brick (type) \_\_\_\_\_  Poured Concrete  Piers

Masonry Chimney:  Block Parged  Brick (type) Clay; running bond  Other \_\_\_\_\_

Roof Pitch: Main Mass 10 /12 Secondary Mass 10 /12 Dormer 4 /12 Other \_\_\_\_\_

Roofing material:  Asphalt:  3-Tab  Architectural

Wood (Type: Red Cedar, White Cedar, Shakes, etc.) White Cedar

Fence: Height: \_\_\_\_\_

Type: \_\_\_\_\_

Length: \_\_\_\_\_

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters:  Wood  Aluminum  Copper  Leaders (material) copper

Leaders (material and size): copper; 2"O.D.

Sidewall:  White cedar shingles  Clapboard (exposure: \_\_\_\_\_ inches) Front  Side

Trim: A. Wood  Pine  Redwood  Cedar  Other \_\_\_\_\_

B. Treatment  Paint  Natural to weather  Other \_\_\_\_\_

C. Dimensions: Fascia 4" Rake 6" Soffit (Overhang) 11" Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_

Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square x

Windows\*:  Double Hung  Casement  All Wood  Other \_\_\_\_\_

True Divided Lights(muntins), single pane  SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material):  TDL  SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_

Garage Door(s): Type \_\_\_\_\_ Material existing to remain

Hardscape materials: Driveways existing to remain Walkways bluestone Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

**COLORS**

Sidewall \_\_\_\_\_ Clapboard (if applicable) \_\_\_\_\_ Roof White Cedar

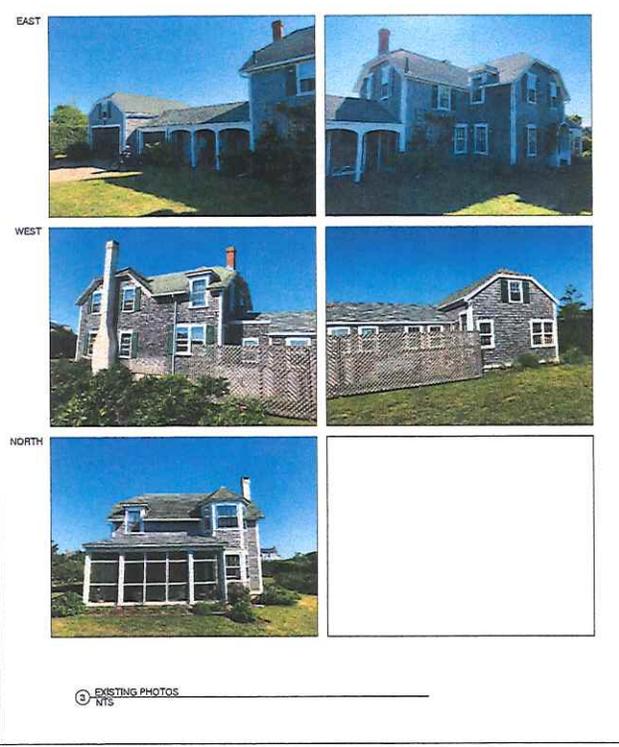
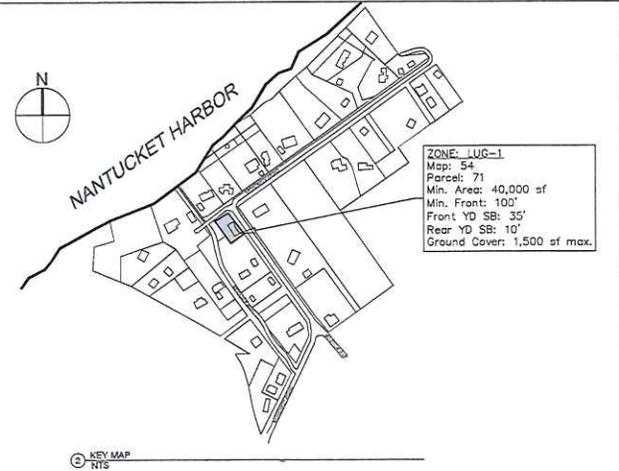
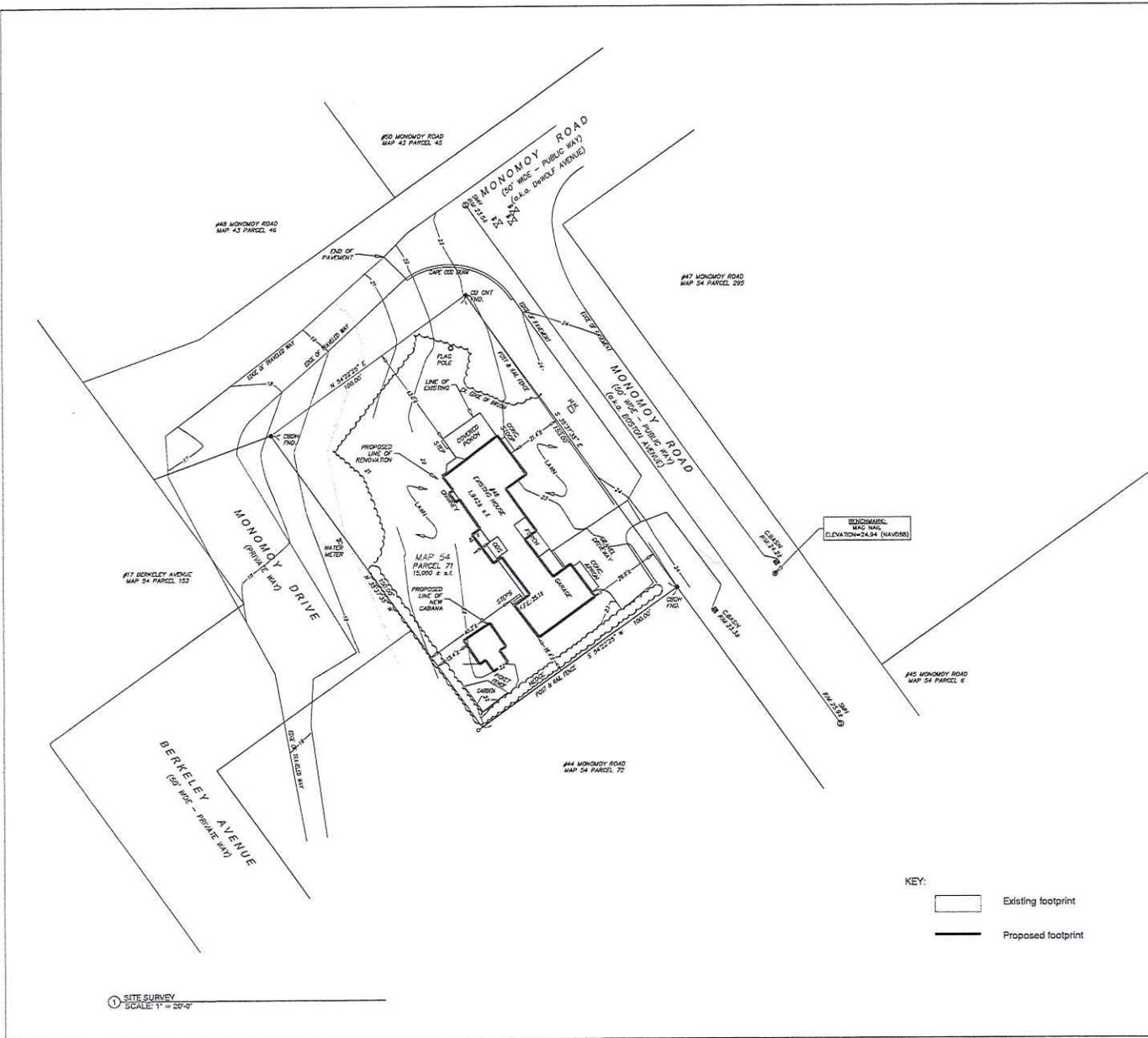
Trim white Sash Black Doors Green (HDC)

Deck mahogany Foundation 8" exposed Fence \_\_\_\_\_ Shutters open to maintain on east elevation per existing

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date: 12/14/19 Signature of owner of record: [Signature] Signed under penalties of perjury



KEY:  
 [Thin line] Existing footprint  
 [Thick line] Proposed footprint

1 SITE SURVEY  
 SCALE: 1" = 20'-0"

**Renovations at 46 Monomoy Road**  
 46 Monomoy Rd.  
 Nantucket, Ma 02554

MAP NO: 54  
 PARCEL NO: 71  
 ZONING INFO: LUG-1

SITE PLAN / LOCATION  
**PROGRESS NOT FOR CONSTRUCTION**

<b>Date:</b> 12.04.18	<b>Revision:</b> HDC SUBMISSION	<b>Date:</b> 3.12.20	<b>Revision:</b> HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.28.20	HDC SUBMISSION		
2.26.20	PROGRESS		

**A-0.0**

APPROVED

HDC2019-12-0300

No Exterior Changes  
Without HDC Approval

RECEIVED  
JUL 06 2020  
By \_\_\_\_\_

NOTES:  
1. Existing above grade fuel tank to be removed and replaced with underground tank.  
2. Restore existing shutters in kind where indicated.



1 EXISTING EAST ELEVATION  
SCALE: 1/4" = 1'-0"



1 PROPOSED EAST ELEVATION  
SCALE: 1/4" = 1'-0"

Neil Everett, PA  
Katherine Kim

Renovations at 46 Monomoy Road  
46 Monomoy Rd.  
Nantucket, MA 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

EAST / NORTH ELEVATION  
PROGRESS NOT FOR CONSTRUCTION

Date:	Revision:	Date:	Revision:
12.04.19	HDC SUBMISSION	3.12.20	HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.29.20	HDC SUBMISSION		
3.26.20	PROGRESS		

A-3.0

APPROVED

HDC2019-12-0300

No Exterior Changes Without HDC Approval

NOTES:  
1. Existing above grade fuel tank to be removed and replaced with underground tank.  
2. Restore existing shutters in kind where indicated.

RECEIVED  
JUL 06 2020  
By \_\_\_\_\_



1 EXISTING SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

1 EXISTING NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



1 PROPOSED SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

1 PROPOSED NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

1 PREVIOUS NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

Hale Evans, PA  
+ Associates, Inc.

Renovations at 46 Monomoy Road

46 Monomoy Rd.  
Nantucket, Ma 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

EAST / NORTH ELEVATION

PROGRESS NOT FOR CONSTRUCTION

Date:  
12.04.19  
1.15.20  
1.29.20  
2.26.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION  
HDC SUBMISSION  
PROGRESS

Date:  
3.12.20  
7.02.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION

A-3.1



NOTES:  
 1. Existing above grade fuel tank to be removed and replaced with underground tank.  
 2. Restore existing shutters in kind where indicated.

① EXISTING WEST ELEVATION  
 SCALE: 1/4" = 1'-0"

APPROVED

HDC2019-12-0300

No Exterior Changes  
 Without HDC Approval



① PROPOSED WEST ELEVATION  
 SCALE: 1/4" = 1'-0"

Mike Evonick, P.A.  
 Katherine Kim

Renovations at 46 Monomoy Road  
 42 Monomoy Rd.  
 Nantucket, Ma 02554

MAP NO: 54  
 PARCEL NO: 71  
 ZONING INFO: LUG-1

WEST / SOUTH ELEVATION  
 PROGRESS NOT FOR CONSTRUCTION

Date:	Revision:	Date:	Revision:
12.04.19	HDC SUBMISSION	3.12.20	HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.29.20	HDC SUBMISSION		
2.26.20	PROGRESS		

A-3.2

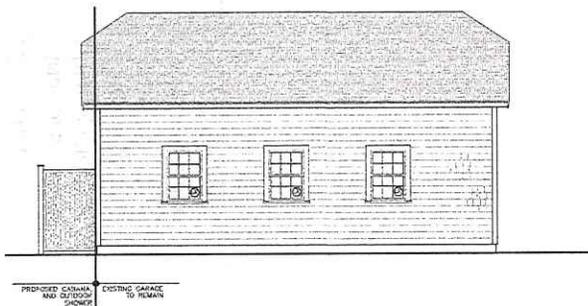
- NOTES:
- Existing above grade fuel tank to be removed and replaced with underground tank.
  - Restore existing shutters in kind where indicated.

RECEIVED  
 JUL 06 2020  
 By \_\_\_\_\_

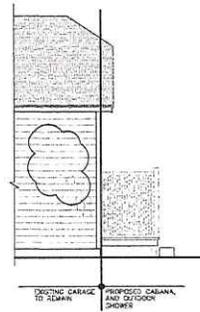
APPROVED

HDC2019-12-0300

No Exterior Changes  
 Without HDC Approval



1 SOUTH ELEVATION  
 SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION  
 SCALE: 1/4" = 1'-0"

Hold Evans, Inc.  
 Architects/Planners

Renovations at 46 Monomoy Road  
 46 Monomoy Rd.  
 Nantucket, Ma 02554

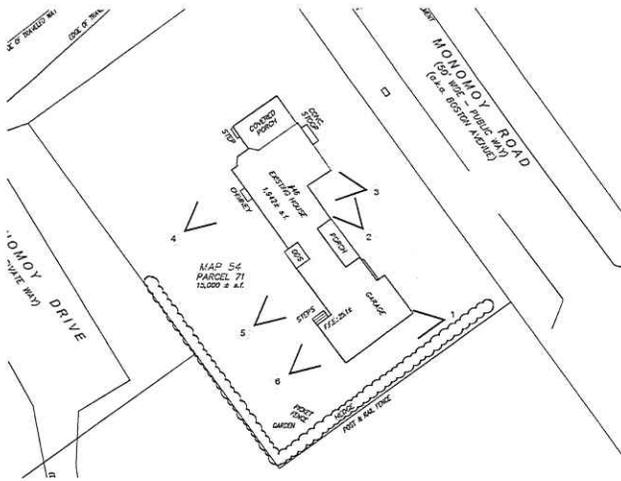
MAP NO: 54  
 PARCEL NO: 71  
 ZONING INFO: LU-1

POOL CABANA  
 PROGRESS NOT FOR CONSTRUCTION

Date:	Revision:	Date:	Revision:
12.04.19	HDC SUBMISSION	3.12.20	HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.28.20	HDC SUBMISSION		
2.26.20	PROGRESS		

A-3.3





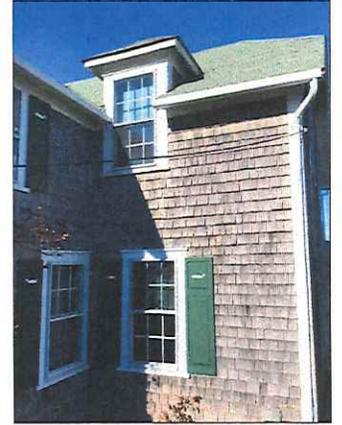
1 KEY PLAN



1 PHOTO - SOUTH GARAGE



2 PHOTO - SOUTH MAIN HOUSE



3 PHOTO - SOUTH MAIN HOUSE



4 PHOTO - WEST



5 PHOTO - WEST LOW ROOF



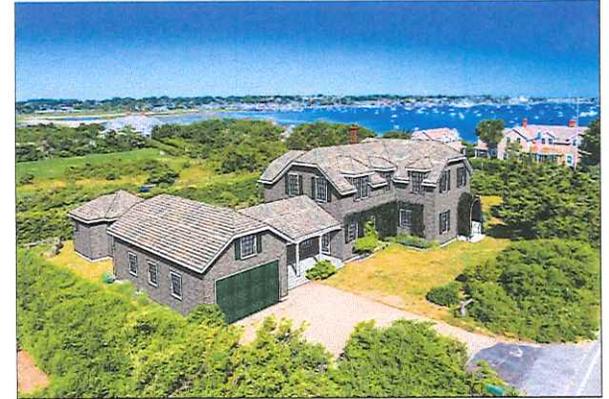
6 PHOTO - WEST GARAGE



1 SOUTH VIEW EXISTING



2 SOUTH VIEW PREVIOUS



3 SOUTH VIEW PROPOSED



4 EAST VIEW EXISTING



5 EAST VIEW PREVIOUS

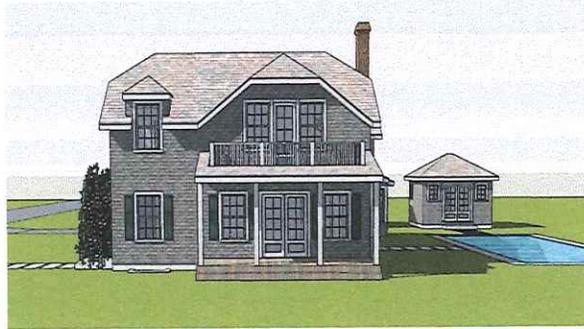


6 EAST VIEW PROPOSED

NOTES: Renderings are for illustrative purposes only. Refer to elevations for complete details.



1 NORTH VIEW EXISTING



2 NORTH VIEW PROPOSED



3 NORTH VIEW PROPOSED



4 NORTH VIEW EXISTING



5 NORTH VIEW PREVIOUS



6 NORTH VIEW PROPOSED

MADE EXHIBIT, PA  
+  
McNamee Kim

**Renovations at 46 Monomoy Road**  
46 Monomoy Rd.  
Nantucket, MA 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

SOUTH / WEST PHOTOS

PROGRESS NOT FOR CONSTRUCTION

Date:  
12.04.19  
1.15.20  
1.29.20  
2.26.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION  
HDC SUBMISSION  
PROGRESS

Date:  
3.12.20  
7.02.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION

A-0.4



EAST VIEW EXISTING



NORTH VIEW EXISTING



WEST VIEW EXISTING



EAST VIEW PROPOSED



NORTH VIEW PROPOSED



WEST VIEW PROPOSED

Renovations at 46 Monomoy Road  
46 Monomoy Rd.  
Nantucket, Ma 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

SOUTH / WEST PHOTOS

PROGRESS NOT FOR CONSTRUCTION

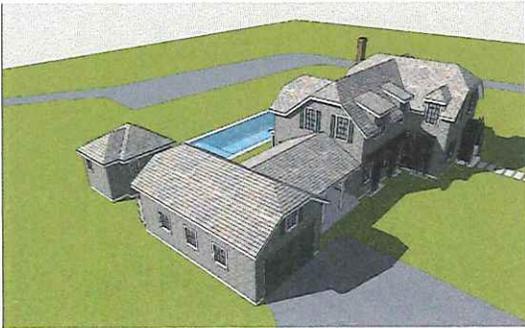
Date:  
12.04.19  
1.15.20  
1.29.20  
3.26.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION  
HDC SUBMISSION  
PROGRESS

Date:  
3.12.20  
7.02.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION

A-0.5



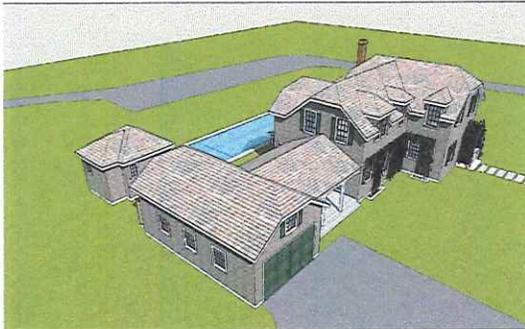
1 SOUTH VIEW PREVIOUS



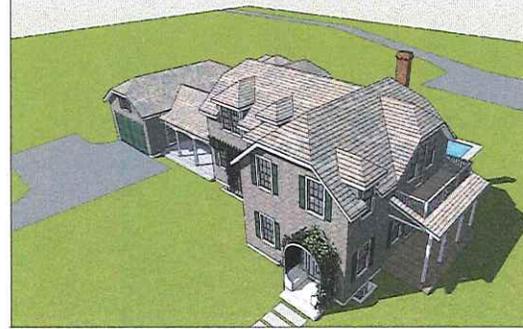
3 NORTH VIEW PREVIOUS



5 WEST VIEW PREVIOUS



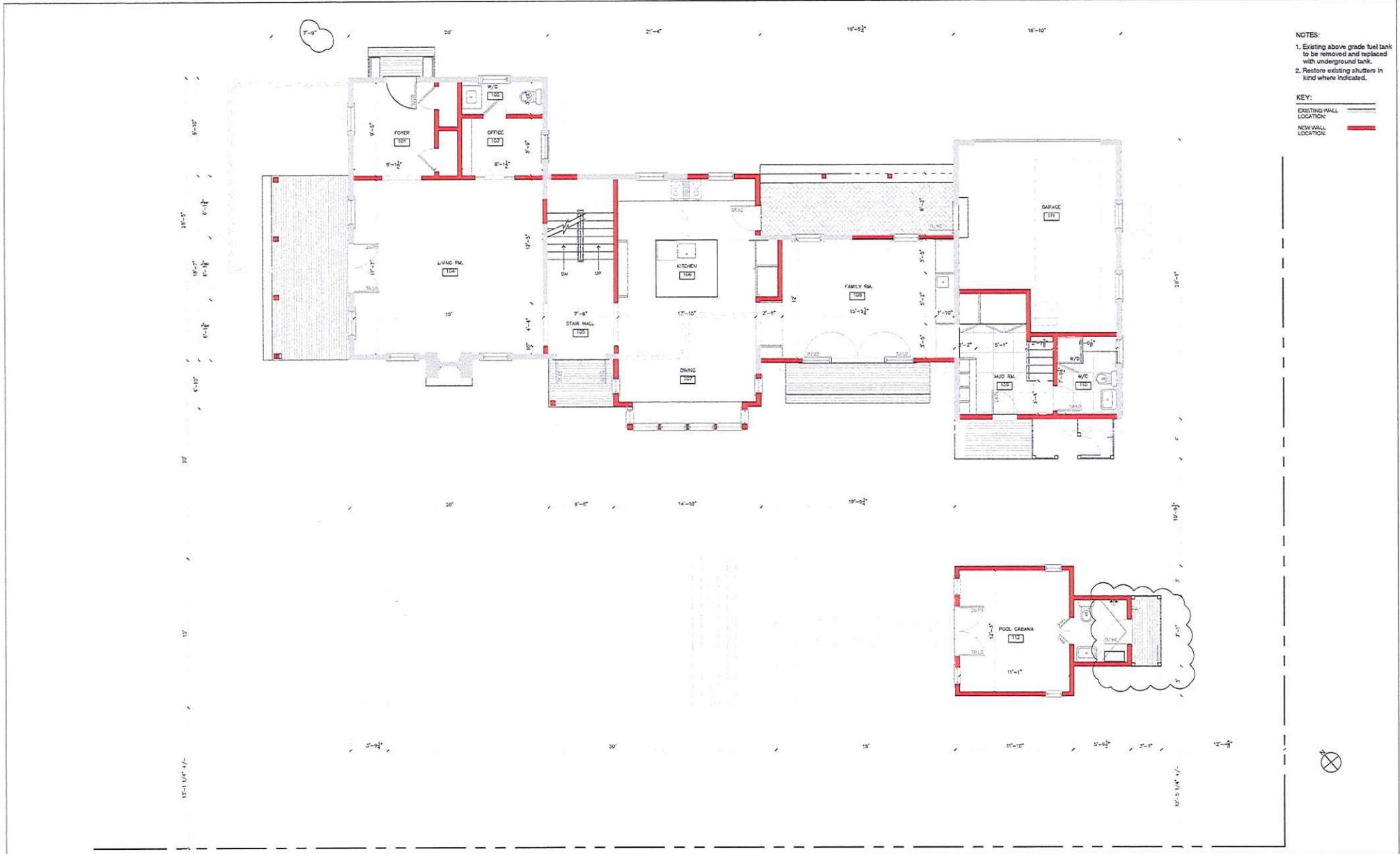
2 SOUTH VIEW PROPOSED



4 NORTH VIEW PROPOSED



6 WEST VIEW PROPOSED



Hale Evans, P.A.  
Kathryn Kim

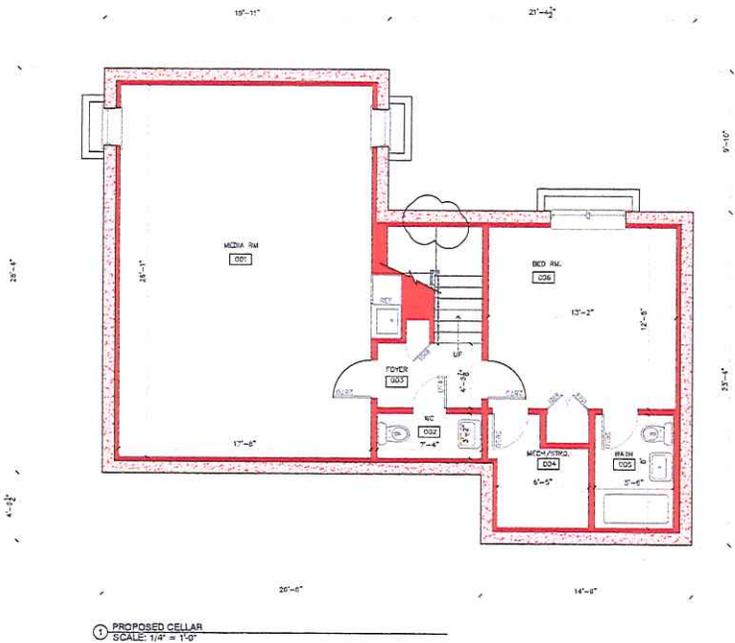
**Renovations at 46 Monomoy Road**  
46 Monomoy Rd.  
Nantucket, Ma 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

FIRST FLOOR PLAN  
PROGRESS NOT FOR CONSTRUCTION

Date:	Revision:	Date:	Revision:
12.04.19	HDC SUBMISSION	3.12.20	HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.29.20	HDC SUBMISSION		
2.26.20	PROGRESS		

**A-1.0**



1 PROPOSED CELLAR  
SCALE: 1/4" = 1'-0"

- NOTES:
- Existing above grade fuel tank to be removed and replaced with underground tank.
  - Restore existing shutters in kind where indicated.

KEY:  
EXISTING WALL LOCATION: \_\_\_\_\_  
NEW WALL LOCATION: \_\_\_\_\_

DOOR & WINDOW SCHEDULE					
SYM	MANUFACTURER	MIN. DIMENSIONS	GLASS SIZE	TYPE	REMARKS
WINDOWS					
A1					NOT USED
A2	ANDERSON	2'-7" 5/8" X 4'-0" 7/8"	25-5/8"X19-3/8"	WINDW316	4/8 B.H.
A3	ANDERSON	2'-7" 5/8" X 5'-0" 7/8"	25-5/8"X25-3/8"	WINDW416	6/8 B.H.
A4	ANDERSON	2'-7" 5/8" X 5'-0" 7/8"	25-5/8"X25-3/8"	WINDW416	6/8 B.H.
B	ANDERSON	2'-0" 1/2" X 2'-4" 3/8"	25 1/2"X24"	ARC011	6 LITE ANNING
B2	ANDERSON	1'-8" 1/2" X 2'-11" 5/8"	18 1/2" X 31 1/8"	OH15	6 LITE CASSEMENT
B3	ANDERSON	1'-8" 1/2" X 4'-0"	18 1/2" X 41 3/8"	OH14	6 LITE CASSEMENT
C1	MELIA	31-7/16" X 31-1/2"	27-1/4" X 27-1/4"	US2	FIXED SKYLIGHT
EXISTING TO REMAIN					
DOORS					
1	IMPSON	3'-0" X 7'-0"	F-7062	6 LITE 2 PNL EXT DR.	
2	BROGOLD	2'-6" 7/8" X 7'-0"	F7008	6 LITE FRENCH DOOR	
3	BROGOLD	2'-6" 7/8" X 7'-0"	77500	6 LITE FRENCH DOOR	
	BROGOLD	2'-8" 7/8" X 7'-0"	77500	6 LITE FRENCH DOOR	BY MATCHING SCHEDULE

2 WINDOW SCHEDULE  
NTS

Hale Emmeth, RA  
Katherine Kim

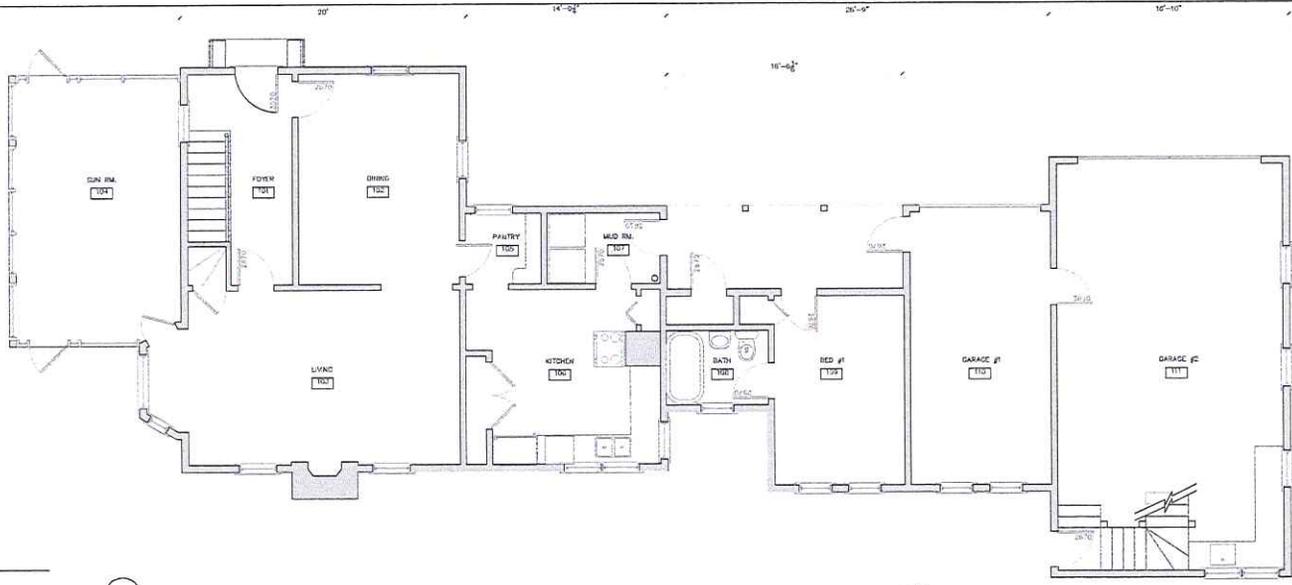
Renovations at 46 Monomoy Road  
46 Monomoy Rd.  
Nantucket, Ma 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUO-1

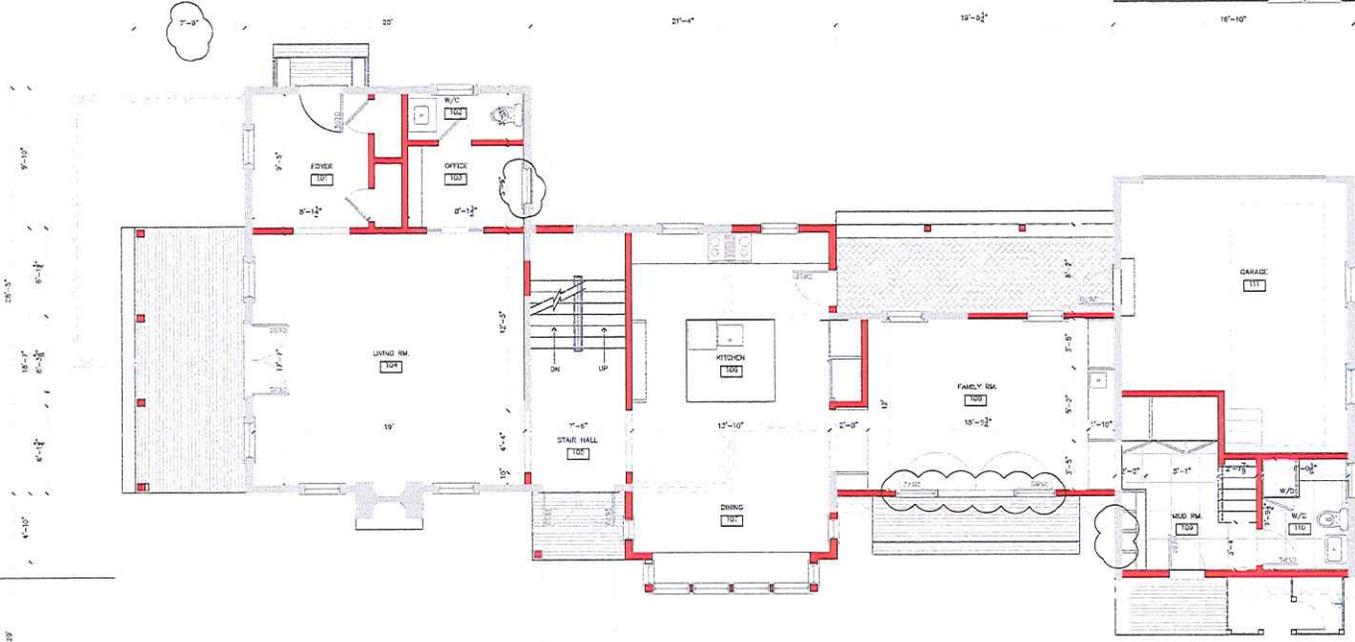
CELLAR PLAN  
PROGRESS NOT FOR CONSTRUCTION

Date: 12.04.19	Revision: HDC SUBMISSION	Date: 3.12.20	Revision: HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.29.20	HDC SUBMISSION		
2.26.20	PROGRESS		

A-1.1



1 EXISTING FIRST FLOOR PLAN



2 PROPOSED FIRST FLOOR PLAN

- NOTES:
- Existing above grade fuel tank to be removed and replaced with underground tank.
  - Restore existing shutters in kind where indicated.

KEY:

EXISTING WALL LOCATION:

NEW WALL LOCATION:

Hale Everett, RA  
Katherine Kim

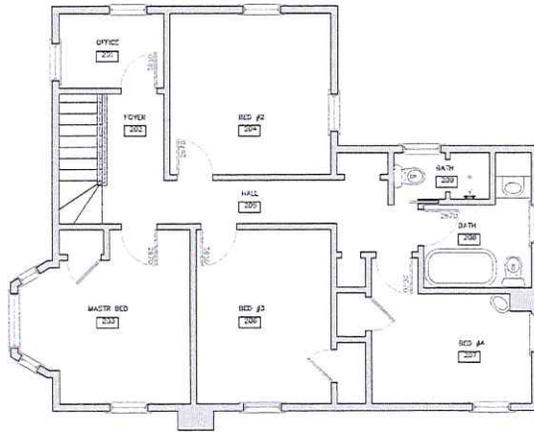
**Renovations at 46 Monomoy Road**  
46 Monomoy Rd.  
Nantucket, MA 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

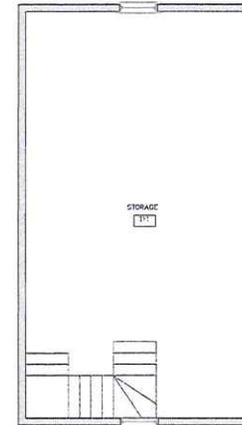
FIRST FLOOR PLAN  
PROGRESS NOT FOR CONSTRUCTION

Date: 12.04.19	Revision: HDC SUBMISSION	Date: 3.12.20	Revision: HDC SUBMISSION
1.15.20	HDC SUBMISSION	7.02.20	HDC SUBMISSION
1.29.20	HDC SUBMISSION		
2.26.20	PROGRESS		

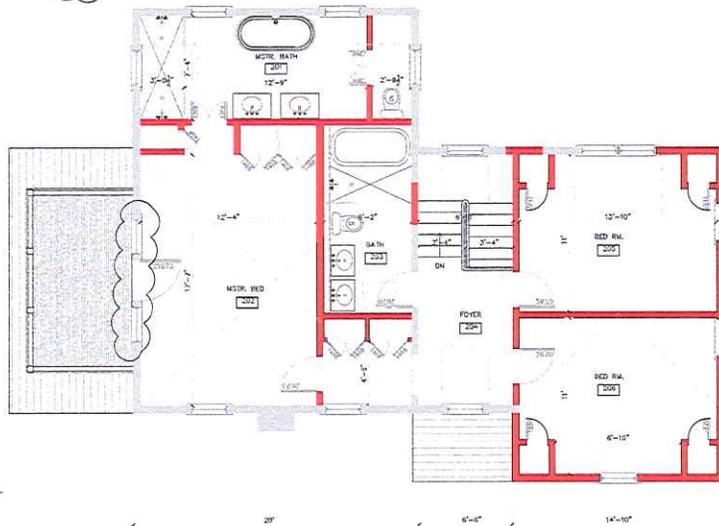
**A-1.2**



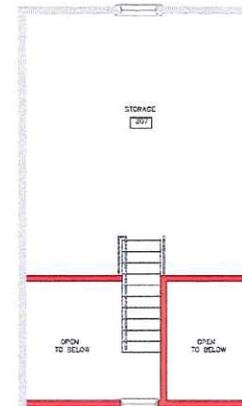
1 EXISTING SECOND FLOOR PLAN



10'-10"



2 PROPOSED SECOND FLOOR PLAN



10'-10"

- NOTES:
- Existing above grade fuel tank to be removed and replaced with underground tank.
  - Restore existing shutters in kind where indicated.

KEY:  
 EXISTING WALL LOCATION: \_\_\_\_\_  
 REMOVAL LOCATION: \_\_\_\_\_  
 NEW WALL LOCATION: \_\_\_\_\_

Halle Everett, RA  
 Ashlynna Kim

Renovations at 46 Monomoy Road  
 46 Monomoy Rd.  
 Nantucket, Ma 02554

MAP NO: 54  
 PARCEL NO: 71  
 ZONING INFO: LU-1-C

SECOND FLOOR PLAN  
 PROGRESS NOT FOR CONSTRUCTION

Date:  
 12.04.19  
 1.15.20  
 1.28.20  
 2.26.20

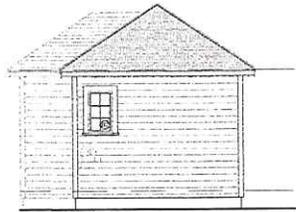
Revision:  
 HDC SUBMISSION  
 HDC SUBMISSION  
 HDC SUBMISSION  
 PROGRESS

Date:  
 3.12.20  
 7.02.20

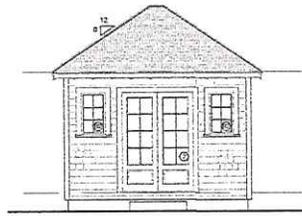
Revision:  
 HDC SUBMISSION  
 HDC SUBMISSION

A-1.3

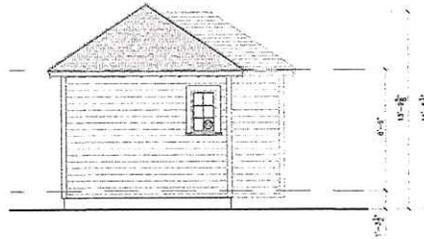
HDC COA # 2019 - 12-0301



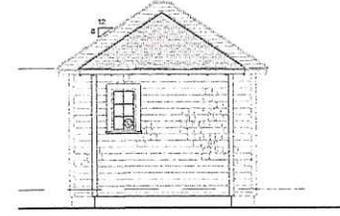
1 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



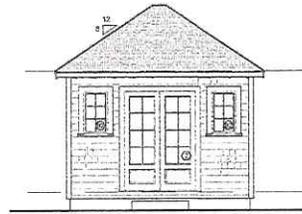
4 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

NOTES:  
1. Existing above grade fuel tank to be removed and replaced with underground tank.  
2. Restore existing shutters in kind where indicated.

PROPOSED REVISIONS



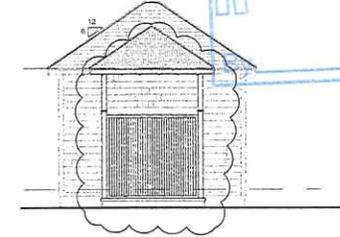
1 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



4 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

RECEIVED  
JUL 06 2020

Hale Evans & Co.  
Architects & Planners

Renovations at 46 Monomoy Road  
46 Monomoy Rd.  
Nantucket, Ma 02554

MAP NO: 54  
PARCEL NO: 71  
ZONING INFO: LUG-1

POOL CABANA  
PROGRESS NOT FOR CONSTRUCTION

Date:  
12.04.19  
1.15.20  
1.28.20  
3.26.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION  
HDC SUBMISSION  
PROGRESS

Date:  
3.12.20  
7.02.20

Revision:  
HDC SUBMISSION  
HDC SUBMISSION

A-3.4

TOWN OF NANTUCKET

54-71

54-71

TOWN OF NANTUCKET, MASS.

Certificate of Occupancy No. 4265-92

This certifies that the... STRUCTURE... located at No. 46. MONOMOY..

Street XXXX ROAD, NANTUCKET... Zone... LUG-1... conforms substantially to the approved

lot plan and detailed statements for which Building Permit No. 4265-85... was issued

JULY 29, 1985 Nantucket

This certificate therefore is issued to GRACE P. HAMMOND, ET AL... to occupy or use said premises or building or part thereof for the following purpose...

CONSTRUCT GARAGE WITH GAME ROOM AND STORAGE ABOVE...

subject to and in accordance with all the provisions of the Zoning By-Law of the Town of Nantucket.

Dated JULY 20, 1992

Ronald J. ... Building Inspector.

90 00 19 85

PERMISSION TO

Use of Road

OF THE APPLI- TUTES AND THE BUILDINGS IN

AFTER ALL RE-

WORK PERMITTED EAR AS REASON-

PREMISES

Carl Bouchard

BUILDING INSPECTOR

4265-92

Town of Nantucket  
Zoning Board of Appeals

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER..... Hale Everets.....  
MAILING ADDRESS.....c/o Sarah F. Alger, P.C., 4 North Water Street, Nantucket, MA 02554  
PROPERTY LOCATION..... 46 Monomoy Road, Nantucket, Massachusetts  
ASSESSOR MAP/PARCEL..... Map 54, Parcel 71  
APPLICANT..... Same as above.....

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, all as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 Zoning Code Chapter 40A Section 139-2

08-07-2020  
\_\_\_\_\_  
DATE

Digitally signed by Rob Ranney  
DN: cn=Rob Ranney, o=Town of Nantucket,  
ou=Assessor's Office, email=rranney@nantucket-  
ma.gov, c=US  
Date: 2020.08.07 12:04:19 -04'00'

\_\_\_\_\_  
ASSESSOR'S OFFICE  
Town of Nantucket

### Abutters List

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
43	44		LEINBACH STEVEN E TRST ETAL		PO BOX 411	NANTUCKET	MA	02554	52 MONOMOY RD
43	45		SCHWARTZ CARY M & ELAINE L		36 POST HOUSE RD	MORRISTOWN	NJ	07960	50 MONOMOY RD
43	46		FRANKEL KEITH TRST	C/O YOUNG STEPHEN J	10 HENDERSON DRIVE	WEST CALDWELL	NJ	07006	48 MONOMOY RD
54	6		WECKER DAVID TRST ETAL		190 HAWTHORN AVE	GLENCOE	IL	60022	45 MONOMOY RD
54	7		NANTUCKET CONSERVATION FOUND I		PO BOX 13	NANTUCKET	MA	02554	49 MONOMOY RD
54	72		SIDEREWICZ WILLIAM ETAL		24 PROCTOR STREET	MANCHESTER	MA	01994	44 MONOMOY RD
54	73		42 MONOMOY LLC	C/O MINTZ LEVIN	ONE FINANCIAL CENTER	BOSTON	MA	02111	42 MONOMOY RD
54	150		ROMAN NEIL K		2867 TILDEN ST NW	WASHINGTON	DC	20008	6 BERKELEY AV
54	153		1710 LLC	C/O LOUIS V GERSTNER JR	IBM GERSTNER CENTER FOR LEARNING	ARMONK	NY	10504	17 BERKELEY AV
54	160		JONES EVAN & CYNTHIA A		11013 CRIPPLEGATE RD	POTOMAC	MD	20854	21 BERKELEY AV
54	295		READE ARTHUR I JR TRST	C/O FORTY SEVEN MONOMOY RD TR	9 NORMANDY WAY	RIVERSIDE	CT	06878	47 MONOMOY RD
<b>Count:</b>	<b>12</b>								

LEINBACH STEVEN E TRST ETAL  
PO BOX 411  
NANTUCKET, MA 02554

SCHWARTZ CARY M & ELAINE L  
36 POST HOUSE RD  
MORRISTOWN, NJ 07960

FRANKEL KEITH TRST  
C/O YOUNG STEPHEN J  
10 HENDERSON DRIVE  
WEST CALDWELL, NJ 07006

WECKER DAVID TRST ETAL  
190 HAWTHORN AVE  
GLENCOE, IL 60022

NANTUCKET CONSERVATION FOUND I  
PO BOX 13  
NANTUCKET, MA 02554

SIDEREWICZ WILLIAM ETAL  
24 PROCTOR STREET  
MANCHESTER, MA 01994

42 MONOMOY LLC  
C/O MINTZ LEVIN  
ONE FINANCIAL CENTER  
BOSTON, MA 02111

ROMAN NEIL K  
2867 TILDEN ST NW  
WASHINGTON, DC 20008

1710 LLC  
C/O LOUIS V GERSTNER JR  
IBM GERSTNER CENTER FOR LEARNING  
ARMONK, NY 10504

JONES EVAN & CYNTHIA A  
11013 CRIPPLEGATE RD  
POTOMAC, MD 20854

READE ARTHUR I JR TRST  
C/O FORTY SEVEN MONOMOY RD TR  
9 NORMANDY WAY  
RIVERSIDE, CT 06878

THE COMMONWEALTH OF MASSACHUSETTS

Nantucket

City or Town

BOARD OF APPEALS

Date: November 30, 1984

Certificate of Granting of Variance or Special Permit  
(General Laws Chapter 40A, Section 11)

The Board of appeals of the City or Town of Nantucket

hereby certifies that a ~~Variance or Special Permit~~ has been granted

To GRACE P. HAMMOND, BARBARA S. HAMMOND, JANE W. HAMMOND, HELEN J. HAMMOND  
(085-84)

Address 23 Pawson Road

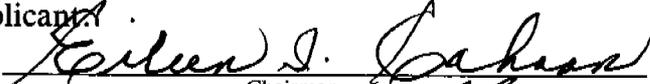
City or Town Branford, CT

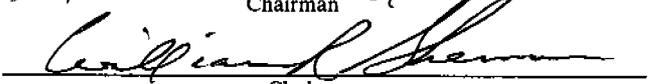
affecting the rights of the owner with respect to land or buildings at 46 Monomy Road (54-71)

Lot E, Plan 14029-A

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision granting said variance — ~~special permit~~, and that copies of said decision, and of all plans referred to in the decision, have been filed with the planning board and the city or town clerk.

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no variance ~~or special permit~~, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the town or city clerk that twenty days have elapsed after the decision has been filed in the office of the city or town clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the registry of deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

  
Chairman

  
Clerk

TOWN OF NANTUCKET

BOARD OF APPEALS

NANTUCKET, MASSACHUSETTS 02554

**DECISION:**

In the matter of the Application of GRACE P. HAMMOND, BARBARA S. HAMMOND, JANE W. HAMMOND, and HELEN J. HAMMOND (085-84), at a meeting of the BOARD OF APPEALS held at 1:30 P. M. on Friday, November 16, 1984, at the Town and County Building, Nantucket, the Board enters the following Decision and makes the following findings:

1. This is an application for relief from the requirements of Section 5.1 (Intensity Regulations: ground cover ratio) of the Zoning By-Law. (The Application describes the proposed relief as a variance; at the public hearing, the Applicants suggested to the Board that relief by special permit would be appropriate. This Board deems the granting of a special permit to be the appropriate relief, for reasons stated herein, and, taking the position that the application for a variance includes, where applicable, the lesser included relief of a special permit, which rests upon less stringent requirements. Accordingly, we treat this application as one for a SPECIAL PERMIT.) If granted, the Applicants would be permitted to construct a new garage addition to be attached to the present dwelling upon the

subject premises, such garage addition to be sixteen and one-half feet wide and twenty-nine feet long, which would, when added to the present structure, cause the subject premises to have a total ground cover ratio of 12.1% (7% maximum permitted by the by-law.) The subject premises are shown as Lot E on Land Court Plan 14029-A, are located at 46 Monomoy Road, and are zoned as LIMITED USE GENERAL-1.

2. Based upon the application and the materials and testimony presented at the public hearing, the Board finds that the subject premises contain 15,000 square feet and contain a single-family dwelling, antedating the effective date of the Nantucket Zoning By-Law, with ground cover of 1,340 square feet; the present ground cover ratio, computed under the by-law, is 8.9%. The maximum ground cover ratio permitted in a LUG-1 zoning district is 7%. The Applicants' proposed garage addition, to contain no additional dwelling unit, would have a ground cover of 478.5 square feet, bringing the total for the subject premises to 1,818.50, for a ground cover ratio of 12.1%. The new garage addition is to be constructed at the southerly end of the existing building.

3. The subject premises constitute a non-conforming lot by reason of the fact that they contain less than the 40,000 square feet of minimum lot size required by the by-law. Although it appears that the subject premises are a lot of record containing more than 5,000 square feet and therefore may be built upon, up to 1,500 square feet of ground cover,

under the provisions of Section 5.1 (first sentence after the tabulation), the next sentence makes it clear that, although lawfully existing, the lot is to be considered non-conforming because the present structure exceeds the ground cover permitted under the by-law; any other construction would vitiate the need for that next sentence. Accordingly, the provisions of Section 7I.1, providing for extension or alteration of pre-existing, non-conforming uses or structures by special permit, are applicable.

4. The Board finds, based upon a review of the Application, supporting documents, plans, testimony, correspondence, and a viewing of the subject premises, that the proposed new garage addition, as herein described, is in harmony with the general purpose and intent of the Zoning By-Law, which permit garage structures as accessory to the conforming residential use of the subject premises. (There is an existing garage upon the subject premises, but the Applicants represent, and the Board finds, that it is insufficiently large to permit its effective use for garaging an automobile.) ~~This Board further finds that the proposed~~ addition will not be substantially more detrimental to the neighborhood than the existing non-conforming structure, in that there will be no adverse aesthetic effect, no additional dwelling unit will be created, and the proposed addition will not violate any setback requirement of the by-law.

5. Relief granted hereunder is conditional upon the proposed garage addition not being used as an additional dwelling unit.

6. For the reasons and upon the conditions set forth, the BOARD OF APPEALS hereby GRANTS the Applicants relief from Section 5.1 of the Zoning By-Law by a SPECIAL PERMIT, by a UNANIMOUS vote.

Dated: November 30, 1984

*Eileen I. Cahoon*  
Eileen I. Cahoon

*William R. Sherman*  
William R. Sherman

*Lydle L. Rickard*  
Lydle L. Rickard

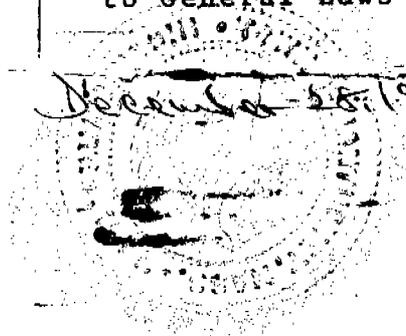
Received  
November 30, 1984

@ 3:55 pm.

*Madeleine S. Perry*  
Town Clerk

I certify that 20 days have elapsed after the decision was filed in the office of the Town Clerk, and that no appeal has been filed pursuant to General Laws 40A, Section 11.

*December 5, 1984 Madeleine S. Perry*  
Town Clerk



*Newburyport Registry District*

DEC 28 1984

RECEIVED FOR REGISTRATION

\_\_\_\_ O'CLOCK \_\_\_\_ m \_\_\_\_ M

Special Permit

*Grace P. Hammond et al  
Nant. Board of Appeals*

*Newburyport Registry District*

DEC 28 1984

RECEIVED FOR REGISTRATION

3 O'CLOCK 54 m P M

NOTED ON CERTIFICATE NO. 10121  
IN REGISTRATION BOOK 52 PAGE 171

Attest Margaret C. Pignato  
Assistant Registrar



TOWN OF NANTUCKET  
BOARD OF APPEALS

NANTUCKET, MASSACHUSETTS 02554

Date: September 15, 19 88

MODIFICATION  
CERTIFICATE OF GRANTING OF ~~VARIANCE AND/OR~~ SPECIAL PERMIT  
(Massachusetts General Laws, Chapter 40A, Section 11)

The BOARD OF APPEALS of the Town of Nantucket hereby certifies that a ~~Variance and/or~~ Special Permit has been granted:

To: Grace P., Barbara S., Jane W., and Helen J. Hammond (090-88)  
(Owner/Applicant)

Address: 23 Pawson Road, Branford, CT 06405

affecting the rights of the Owner/Applicant with respect to land or buildings at 46 Monomoy Road, Assessor's Parcel 54-071, Land Court Plan 14029-A, Lot E Deed Reference Cert. 10121

And the BOARD OF APPEALS further certifies that the attached Decision is a true and correct copy of its Decision granting the ~~Variance and/or~~ Special Permit and that copies of the Decision and of all plans referred to in the Decision have been filed with the Planning Board and the Town Clerk.

The BOARD OF APPEALS calls to the attention of the Owner/Applicant that General Laws, Chapter 40A, Section 11 (last paragraph) provides that no ~~Variance and/or~~ Special Permit, or any extension, modification or renewal thereof, shall take effect until (a) a copy of the Decision is certified by the Town Clerk that twenty days have elapsed after the Decision has been filed in the office of the Town Clerk and no appeal has been filed (or, if such appeal has been filed, that it has been dismissed or denied) and (b) the certified copy is recorded in the Registry of Deeds for the County of Nantucket and indexed in the grantor index under the name of the Owner of Record or is recorded and noted on the Owner's Certificate of Title. The fee for such recording or registering shall be paid by the Owner/Applicant.

*William R. Shea*  
Chairman

*Dale W. Waine*  
Clerk

BOARD OF APPEALS  
NANTUCKET, MASSACHUSETTS 02554

At a public hearing on Friday, August 26, 1988, at 1:30 p.m. in the Town and County Building, Nantucket, on the Application (090-88) of GRACE P., BARBARA S., JANE W., and HELEN J. HAMMOND having an address at 23 Pawson Road, Branford, CT 06405, the Nantucket zoning Board of Appeals made the following DECISION:

1. Applicants seek a Special Permit under zoning Bylaw Section 139-33A, or a modification of the 11/30/84 Special Permit (our file No. 085-84) granted under that Section, to validate the alteration and extension of their single-family dwelling, specifically, the already-constructed attached garage plus second-floor "media and game room" and bathroom above the garage. As constructed, this addition has a height-to-eaves of about 17'6".

2. This Application is a re-filing of application 071-88 seeking identical relief which, after a public hearing on July 8, 1988, was continued to our 8/5/88 hearing and there, by unanimous vote, allowed to be withdrawn without prejudice. Applicants' counsel urged withdrawal when this Board was unable properly to replace one of the 5 members constituting the Board who, between hearings, discovered arguable grounds for his disqualification and asked to be excused from sitting. While not agreeing with counsel's assertion that Applicants are legally entitled to a 5-person Board to hear their application, we viewed withdrawal as not significantly prejudicial to parties in interest, with re-filing so quickly to follow. And we seek to respect the wish of voters who had enacted the change from 3 to 5-member Board at the 1988 Annual Town Meeting.

3. After the addition was erected but not yet completed, a suit was filed by the Town of Nantucket through its Building Inspector and Historic District Commission v. Hammond et al, Superior Court, Nantucket County, No. 2112, resulting in a 5/19/87 judgment adverse to Applicants. On Applicants' appeal, No. 87-1200 in the Appeals Court, that judgment was affirmed insofar as it ruled Applicants' addition to be in violation of the zoning Bylaw and the case remanded to the Superior Court:

"which shall retain jurisdiction and issue such interlocutory orders as it deems necessary to assure that the [Applicants] may proceed without unreasonable delay in the application for another special permit. If the [Applicants] fail, neglect or refuse to make or prosecute an application for that special permit, or

to comply with any other lawful order of the court, the court may, after hearing, order the structure dismantled so as to conform to the plan submitted to the board in the [Applicants'] initial application [085-84] for a special permit."

During pendency of appeal No. 87-1200, Applicants filed application 107-87 seeking relief as in the present Application and, additionally, inclusion of a second-floor "snack bar" type of kitchen and 8' X 16'8" rear deck. In deference to the established jurisdiction of the Appeals Court, we denied relief, without prejudice. Applicants' appeal to the Superior Court, Civil Action No. 88-2, was dismissed after a hearing in May, 1988.

4. Accordingly, our findings are based upon the record in this Application and in prior applications 085-84, 107-87 and 071-88, also in the above-noted court proceedings. We have been particularly attentive to the plans submitted by Applicants as representing the existing structure which they seek to have validated. Those plans (marked our Exhibit "A" in file 071-88) are undated sheet #1 (rev. plan - new garage) and "Rev." sheet #2 (new garage) by architect Minot, then of Nantucket, and are represented as identical to those approved by the Historic District Commission on July 9, 1985 (as distinguished from the earlier 085-84 plans approved October 16, 1984). In addition to viewings of the premises, we have been attentive to photoprints and site plan submitted by Applicants, to correspondence and to the representations and testimony offered by Applicants and by neighbors in connection with the relief sought here by Applicants.

5. The premises are located at 46 Monomoy Road (aka Boston Avenue where it intersects De Wolf Avenue, now also called Monomoy Road), Assessor's Parcel 54-071, Land Court Plan 14029-A, Lot E, in the zoning district Limited Use General-1.

6. The present addition was constructed in 1985 to supplement the prior 300 SF garage said to be insufficiently large to permit its effective use for garaging an automobile. With a footprint of 16'6" x 29', the addition was sized to accommodate an auto and other items which might otherwise be left outdoors. In the original application 085-84, the stated reason for seeking [then variance] relief was: "Applicants desire to construct a new garage addition containing no living space". The published notice of hearing stated the same.

7. Because the lot size was only 15,000 SF (where 40,000 SF is the minimum allowed in LUG-1 and ground cover ratio limited to 7%), allowable cover was represented by

Applicants as 1,050 SF. As they claim their lot is a pre-1972 "lot of record", however, Section 139-16A (footnote) allows them 1,500 SF cover. They have represented pre-existing ground cover to be 1,340 SF. The new 478.5 SF addition (with that 1,340 SF) brought the total cover to 1,818.5 SF. Accordingly, the building was under the 1500 SF ground cover for lots of record and thus conforming but made nonconforming as to ground cover by the garage addition. The increase in ground cover is 36%, bringing the ground cover ratio to 12.1%.

8. To grant Special Permit relief under 'grandfathering' Section 139-33A, we must find a pre-existing nonconformity. If not found with respect to ground cover (the premise of the 085-84 relief), we could point to the undersized lot. More significantly here, however, we have called to their counsel's attention that the prior attached garage as well as the main 2-story and unenclosed porch areas of the building are shown on the site plan as intruding into the required 35-foot front-yard setback. The prior garage is set back 31'4", while the new garage is set back only 30 feet. Because the new addition extends the prior building 16'6" to the south, parallel to the street line, its extra 1'4" intrusion into the front-yard setback not only makes the pre-existing garage nonconformity more nonconforming but does so with some 104 SF of added cover in the setback. (The decision in 085-84 written by Applicants' counsel made no reference to front-yard intrusion, but relies solely on the ground cover argument. See Paragraph 3. In that Paragraph, counsel argued for an interpretation of what is now Section 139-16A (footnote). In light of the above, the 085-84 decision should have found the required nonconformity on grounds that the structure intrudes into the front-yard setback. The undersized lot is nonconforming and more nonconforming "because it contains a previously built structure" which intrudes into the front-yard setback.)

9. Accordingly, whether or not the full relief sought be Applicants were granted, the 085-84 Special Permit requires the modification just noted.

10. Arguments offered in favor of relief for the 2-story addition as built include its characterization as attractive and compatible with the neighborhood. Larger dwellings recently constructed are noted in support of compatibility. Neighbors oppose on grounds that the scale and mass of the 2-story addition, removed from the house by the length of the breezeway, has an adverse impact on the openness and ambiance of the neighborhood where views of the Harbor are at a premium and much attention is paid to such aspects. The Board member who served on the 085-84 Board stated his opposition to validating the 2-story

addition, as built, on the further grounds that the sizable increase in ground cover and intrusion into the front-yard setback could be justified only for a single-story garage addition to enable Applicants to get their automobile under cover, such visual improvement offsetting the detriment to the neighborhood of increased scale and mass improperly close to the street on an undersized lot. But no similar offset could be argued to support addition of a second-story, particularly one for added living space. No precedent could be recalled where a second-story addition was allowed in a visually-sensitive area, at the remove of a long "breezeway", involving excessive ground cover (and, here, increased front-yard intrusion). Granting such extensive relief would set an unfortunate precedent and would not be in harmony with the general purpose and intent of the zoning Bylaw but contradictory to the purpose of the intensity regulations. Other Board members joined in this.

11. Thus, to support the requisite findings that the garage addition will not be substantially more detrimental to the neighborhood but in harmony with the general purpose and intent of the Bylaw, the 085-84 decision requires further modification. Specifically, the addition must be limited to a single-story attached garage with no second-story living space or added dwelling unit (as defined now in Section 139-2). To assure that the addition is no more than one story, we limit the height-to-eaves, measured from present mean grade, to 10'10" and the roof pitch to no greater than 8:12. The garage addition is to conform substantially to the originally-submitted plan (approval dated 10/16/84). We note, however, that plan shows the garage addition extending only 1'4" forwardly of the prior garage, not 3'2" which reflects a greater setback intrusion as built.

12. To allow such single-story garage addition, the 085-84 Special Permit requires yet further modification, namely, removal of the last condition in its Paragraph 4 that the "addition will not violate any setback requirement of the by-law". If that condition were to remain, the front of the garage addition would have to be relocated some 5 feet further back from the street for a full 35-foot setback.

13. A motion to grant the full relief requested by Special Permit was defeated upon a unanimous vote in the negative. However, Applicants' request for modification of the 11/30/84 Special Permit 085-84 was granted by unanimous vote, but only to the extent noted above. Accordingly, Applicants are able, under the Special Permit so modified, to retain a one-story garage addition in substantial conformity with the original plan with no greater than 10'10" height-to-eave and 8:12 roof pitch, without relocation entirely out of the 35-foot front yard but with

File No. 090-88

the condition that no second-story dwelling unit or space be added.

Dated September 15, 1988

C. Marshall Beale  
C. Marshall Beale

William R. Sherman  
William R. Sherman

David J. Leggett  
David J. Leggett

Ann G. Balas 9/15/88  
Ann G. Balas

Dale B. Waine  
Dale B. Waine

TO WHOM IT MAY CONCERN:

A Complaint was filed in Land Court by Helen J. Hammond, Grace P. Hammond, Jane W. Hammond and Barbara S. Hammond appealing from the decision of the Board of Appeals dated September 15, 1988 and filed with the Town Clerk on September 15, 1988. Such Complaint was filed on October 3, 1988 and bears Document #129901.

On February 16, 1990, A Certificate was received from Superior Court Clerk Patricia Church certifying that "upon findings filed by the Court, Jacobs, J., Plaintiffs' Complaint was dismissed and as of January 18, 1990, Plaintiffs' Notice of Appeal filed in the above-entitled action has now been withdrawn."

Joanne M. Holdgate  
Joanne M. Holdgate, Town Clerk  
February 16, 1990



*Received Sept. 15, 1988  
Margaret J. Sanderson  
Asst. Town Clerk*

**MATERIALS**

**PROVIDED**

**BY STAFF**

PLAN OF LAND IN NANTUCKET

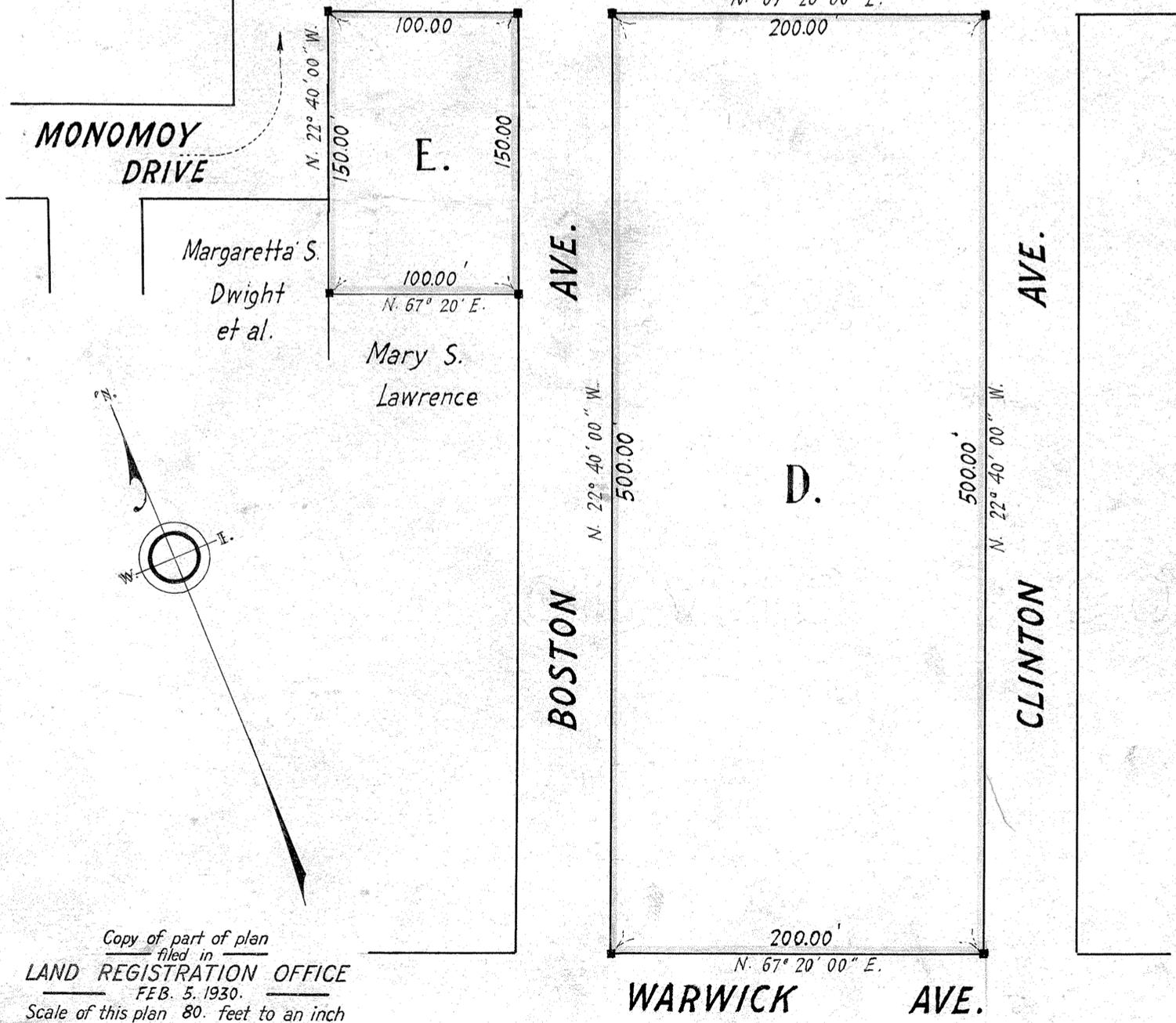
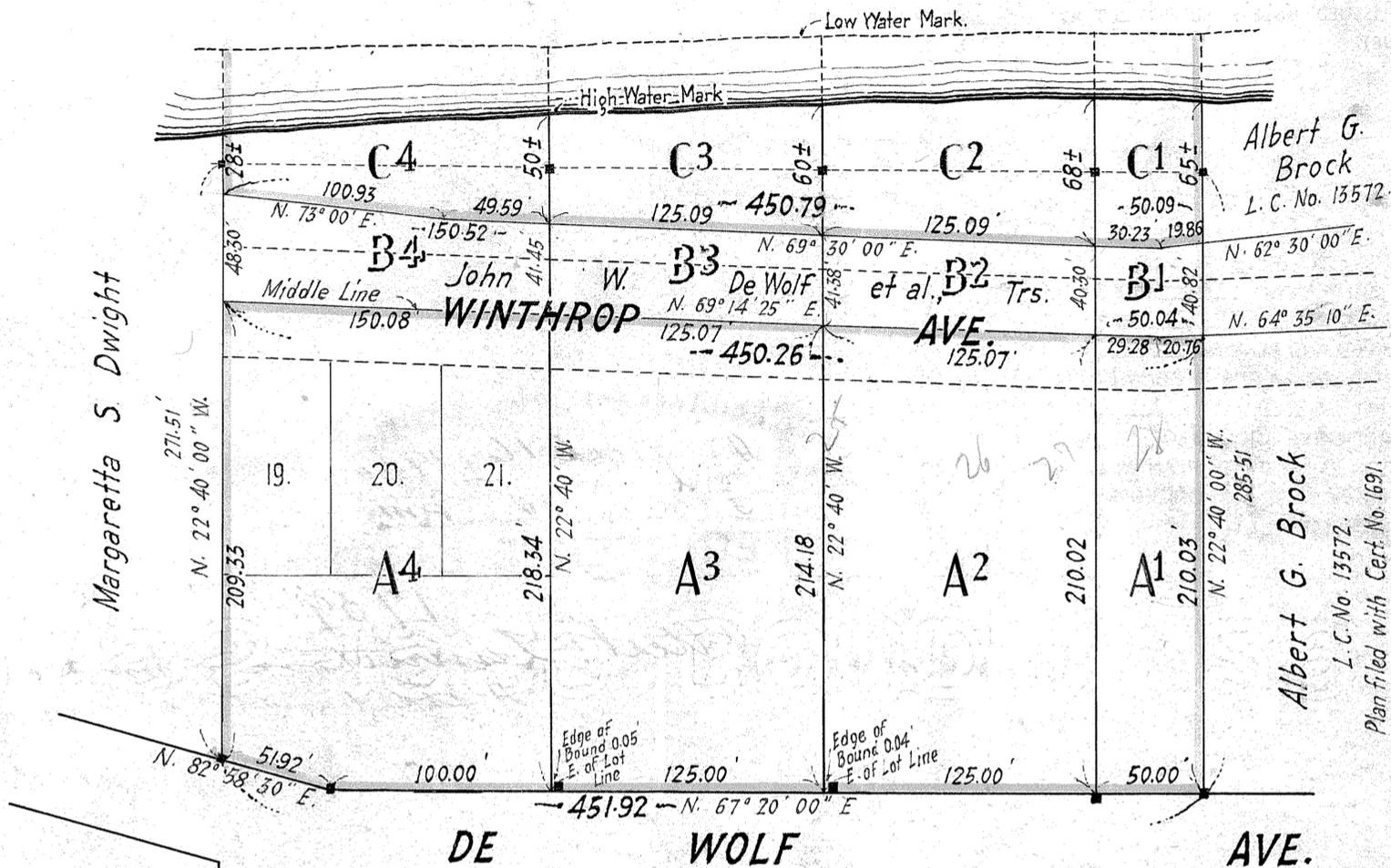
William F. Swift, Surveyor

OCTOBER 1929

14029A

NANTUCKET

HARBOR



Copy of part of plan  
 filed in  
**LAND REGISTRATION OFFICE**  
 FEB. 5. 1930.  
 Scale of this plan 80. feet to an inch  
 C.B. Humphrey, Engineer for Court

Plan filed with Cert. No. 1691.

1739

# Transfer Certificate of Title

Cert No:27608  
Doc No:164292

From Transfer  
Certificate No. 21063 Originally Registered December 22, 2003 at the Registry District of Nantucket County

**This is to Certify** that

## HALE EVERETS

of 9 Prospect Park West, Apt. 2A, Brooklyn in the State of New York 11215 is the owner, in fee simple, of that land situated in Nantucket, in the County of Nantucket and Commonwealth of Massachusetts bounded and described as follows:

NORTHERLY by DeWolf Avenue, one hundred (100.00) feet;  
EASTERLY by Boston Avenue, one hundred fifty (150.00) feet;  
SOUTHERLY by land now or formerly of Mary S. Lawrence, one hundred (100.00) feet; and  
WESTERLY by land now or formerly of Margaretta S. Dwight et al and by Monomoy Drive, one hundred fifty (150.00) feet.

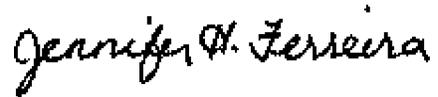
All of said boundaries are determined by the Court to be located as shown upon plan numbered 14029-A, drawn by William F. Swift, Surveyor, dated October 1929, and filed with Certificate of Title No. 1739 at the Registry District of Nantucket County. Said land is shown thereon as Lot E.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

## HALE EVERETS

to said land is registered under said Chapter subject, however, to any of the encumbrances mentioned in section forty-six of said chapter, which may be subsisting, and subject also as aforesaid; and to the memoranda of encumbrances for this certificate.

Witness **GORDON H. PIPER**, Esquire, Chief Justice of the Land Court, at Nantucket in said County of Nantucket the seventeenth day of January in the year two thousand and twenty at 10 o'clock and 37 minutes in the forenoon.



Attest, with the Seal of said Court,

\_\_\_\_\_  
**Jennifer H. Ferreira, Assistant Recorder**

Purported Property Address: 46 Monomoy Road

Land Court Case No. 14029

CERTIFICATE OF TITLE NO. **27608**

**END OF  
PACKET**