

COVENANT

Know All Men By These Presents: WHEREAS the undersigned has submitted an application dated _____ 2004, to the Douglas Planning Board for approval of a definitive plan of a certain subdivision of land entitled "Definitive Subdivision Plan Nature View Estates in Douglas, Massachusetts" Date August 4, 2004 prepared by Guerriere & Halnon, Inc., said land being owned by Nature View, LLC, of 76 Rockmeadow Road, Uxbridge, MA 01569, with revisions thereto through January 25, 2005, and showing 23 proposed lots, and has requested the Board to approve such plan, without requiring a performance bond.

NOW THEREFORE, in consideration of the Douglas Planning Board approving said plan without requiring a performance bond, the undersigned COVENANTS and AGREES with the Town of Douglas, as follows:

1. The undersigned will not sell or convey any lots in the subdivision or erect or place any permanent building on any such lot until the construction of ways and municipal services necessary to serve adequately such lot has been completed in a manner specified in the aforesaid application, and in accordance with the covenants, conditions, agreements, terms and provisions of:
 - a. The Subdivision Control Law and the Planning Board's rules and regulations governing the subdivision;
 - b. The Certificate of Approval, including all conditions of approval specified therein, issued by the Planning Board regarding the definitive plan, date February 22, 2005; and
 - c. The aforesaid Definitive Plan, recorded herewith with the Worcester District Registry of Deeds, in Plan Book _____, Plan No. _____.
2. This Covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned.

It is the intention of the undersigned and it is hereby understood and agreed that this Covenant shall run with the land included within the aforesaid subdivision, and shall operate as restrictions upon said land.

It is understood and agreed that lots within the subdivision shall respectively, be released from the foregoing conditions, upon the recording of a Certificate of

Performance executed by a majority of said Douglas Planning Board, and enumerating the specific lots to be released.

3. The undersigned represents and covenants that the undersigned is the owner in fee simple of all the land included in the aforesaid subdivision by virtue of two (2) Deeds to it recorded with the Worcester District Registry of Deeds in Book 31347, Page 235 and in Book 31344, Page 346, as referenced below. The undersigned further covenants that the only mortgage affecting any of the land of the aforesaid subdivision is that Mortgage Deed and Security Agreement in favor of The Milford National Bank and Trust Company dated April 6, 2005 and recorded with said Deeds in Book 36060, Page 27 ("Mortgage"), and that the present owners of said Mortgage has assented to this Covenant prior to its execution by the undersigned. By its execution below, the Mortgagee agrees to hold the Mortgage subject to the covenants set forth herein, and agrees that the covenants shall have the same status, force and effect as though executed and recorded before the taking of the Mortgage, and further agrees that the Mortgage shall be subordinate to the within covenant.
4. The undersigned agrees to record this Covenant with the Worcester District Registry of Deeds, forthwith, or to pay the necessary recording fee to the said Planning Board in the event the Planning Board shall record this agreement forthwith. Reference to this Covenant shall be entered upon the Definitive Subdivision Plan, as approved.
5. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the Covenant, but no later than three (3) years from the date of such deed as provided in M.G.L. Chapter 41, Section 81-U.
6. This Covenant shall be executed before the endorsement of approval of the Definitive Plan by the Douglas Planning Board, and shall take effect upon the endorsement of approval.
7. The construction of ways and municipal services which this Covenant is intended to secure shall include all those improvements whose construction is mandated by the covenants, conditions, agreements, terms and provisions set forth in Paragraph 1 above and which will be located within the drainage, access, and common driveway easements shown on the aforesaid Definitive Plan.
8. No corrections, additions, substitutions, alterations, or

changes shall be made in any plans approved by the Douglas Planning Board without the Douglas Planning Board's written approval.

9. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing such construction by one, or in part by one and in part by another of the methods described in M.G.L. Chapter 41, Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure performance of the construction and installation.
10. Nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this Covenant, of either the entire parcel of land shown on the subdivision plan, or of all lots not previously released by the Planning Board from the within Covenant.
11. All notices and other communications required or permitted hereunder shall be in writing and mailed postage prepaid by registered or certified mail, or delivered by hand, and sent:

in the case of the Owner, to:

Randy G. Smith, Manager
Barry R. Smith, Manager
NATURE VIEW, LLC
76 Rockmeadow Road
Uxbridge, MA 01569

with a copy in the same manner to:

Attorney Laura A. Mann
221 East Main Street
Milford, MA 01757

in the case of the Board, to:

Town of Douglas Planning Board
29 Depot Street
Douglas, MA 01516

With a copy in the same manner to:

Joel B. Bard, Esquire
Kopelman and Paige, P.C.
31 St. James Avenue
Boston, MA 02116

or in the case of any party, to such other address as shall be designated by written notice given to the other parties. Any such notice or communication shall be deemed given, if mailed as aforesaid, when deposited with the U.S. Postal Service.

12. For Owner's title, see Deed of Ruth E. Vecchione, recorded with said Deeds in Book 31347, Page 235 and Deed of Pinehill Development, LLC and Audet Builders, Inc., recorded with said Deeds in Book 31344, Page 346.

IN WITNESS THEREOF the undersigned, applicant as aforesaid, does hereto set his hand and seal this ___ day of May, 2005.

NATURE VIEW, LLC

Applicant's Signature

By: RANDY G. SMITH,
Manager

Applicant's Signature

By: BARRY R. SMITH,
Manager

Applicant's Address

76 Rockmeadow Road
Uxbridge, MA

Description of Mortgages:

\$800,000.00 Mortgage granted to The Milford National Bank and Trust Company, 300 East Main Street, Milford, Massachusetts 01757 dated April 6, 2005 recorded with said Deeds in Book 36060, Page 27:

The Milford National Bank and Trust
Company

BY:

Douglas Planning Board

Commonwealth of Massachusetts
Worcester SS, May ,2005

On this ___ day of May, 2005, before me the undersigned notary public, personally appeared BARRY R. SMITH and RANDY G. SMITH Smith, Manager, proved to me through satisfactory evidence of identification, being personally known, to be the persons whose names are signed on the preceding or attached documents and acknowledged to me that they signed it voluntarily for its stated purpose, as Managers of NATURE VIEW, LLC.

My Commission Expires

Commonwealth of Massachusetts
Worcester SS, May ____2005

On this ___ day of May, 2005, before me the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were Massachusetts drivers' licenses, to be the persons whose names are signed on the preceding or attached documents and acknowledged to me that they signed it voluntarily for its stated purpose, as the Douglas Planning Board.

Name:
My Commission Expires:

Commonwealth of Massachusetts
Worcester SS, May ____2005

On this ___ day of May, 2005, before me the undersigned notary public, personally appeared _____, Vice President, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached documents and acknowledged to me that he signed it voluntarily for its stated

purpose, as Vice President of THE MILFORD NATIONAL BANK AND TRUST
COMPANY.

My Commission Expires

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