

Recorded Nov. 14, 2017  
Instrument # 108435  
Book 35594 Pg. 61

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated June 13<sup>th</sup>, 2017, is entered into by and between the Town of Bellingham, acting by and through its Board of Selectmen ("Town" or "Bellingham"), and Bellingham Active Adult, LLC, a Massachusetts limited liability company ("Developer"), with a principal place of business located at 23 Southport Drive, Mashpee, MA 02649.

### RECITALS

The Developer has asked the town to release or modify, as the case may be, certain Development Restrictions encumbering that certain real property identified as The New England Country Club, and shown as the Lots on the Bellingham Assessor's Maps, as follows: 95-0037-01; 95-0037-00; 96-062A-00; 97-0019-00; 97-015C-00. The Development Restrictions are described in the deed (the "Deed") from Blackstone Valley Partners to the Town of Bellingham recorded in Norfolk Registry of Deeds in Book 7361, Page 455, and are further enumerated in that certain "Declaration Of Covenants And Restrictions Made By The New England Country Club Associates in Favor Of The Town Of Bellingham", (the "Covenant") which Covenant is recorded in the Norfolk Registry of Deed in Book 8640, Page 183, as amended by a certain "Agreement" dated November 13, 1990 and recorded in the said Norfolk Registry of Deeds in Book 8812, Page 289.

### AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer agree that if, and only if, a revised covenant ("Revised Covenant") is approved at the Town Meeting substantially in the form attached hereto as Exhibit B, and provided that modifications (if any) to the Revised Covenant that are made at the Town Meeting do not materially adversely affect the Developer's rights as set forth herein, and provided further that said Revised Covenant is recorded with the Norfolk County Registry of Deeds, then it is hereby agreed as follows:

#### **A. MUNICIPAL WATER SUPPLY**

**1. Required Improvements.** The Developer, at its sole expense, shall prepare all plans and permit applications necessary to apply for and receive permits to create new connections and/or to extend the existing condition to the Town's water system in order to provide adequate water services to provide adequate domestic water supply and fire protection. The design and permitting of these improvements shall be in accordance with the Town of Bellingham's Rules, Regulations, and standards as may be reasonably required by the Town. The final design and the installation of the required municipal water supply improvements shall be approved by the Bellingham Department of Public Works and Fire Department. Fees associated with the water connection will be assessed to the Developer in accordance with applicable DPW connection and

inspection fees. Said municipal water supply shall only service the residential units, associated amenities, golf course club house and associated amenities. Any and all golf course irrigation shall not be connected to the municipal water supply.

## **B. MUNICIPAL SEWER FACILITIES**

1. **Town Connection.** The Developer shall, at its sole cost and expense, prepare all plans and permit applications necessary to apply for and receive permits to extend the sewer system in order to provide adequate sewer services for all phases of the Project. The final design and the installation of required municipal sewer improvements shall be approved by the Department of Public Works. All fees for the DPW's review of plans and inspection of the sewer facilities shall be borne by the Developer.
2. The Developer will investigate the Town's agreement for sewer treatment with the City of Woonsocket and may be required to seek and obtain a sewer extension permit from the City of Woonsocket rather than and/or in addition to a permit from the Town. Note: 1984 Sewer treatment agreement made sewer to NECC property to be part of the City sewer system thereby paying any fees for connection, inspection, sewer use, and other fees to the City.

## **C. INFRASTRUCTURE IMPROVEMENTS**

1. The Developer, its successors and assigns, (which terms may include a duly created Homeowner's Association having the statutory right to assess individual home owners) shall be responsible for all water, sewer, and drains located on the site.
  - In order to maintain control of the water and sewer infrastructure on the NECC project that are part of the Town's water and sewer system:
    - All repairs to water pipes must be performed by the Town and costs will be invoiced to the Developer or its successor.
    - All repairs to sewer pipes must be performed by the Town (or City) and costs will be invoiced to the developer or its successor.
    - The Developer or its successor shall allow the Town access to all portions of the water and sewer infrastructure installed on the NECC project and shall grant easements as may be necessary for such purposes prior to commencement of construction.
2. **Roads and Parking Areas.** The Developer shall construct and maintain the streets and parking areas within the Project. All such streets and parking areas shall remain privately owned and, shall be maintained, repaired, replaced and rebuilt by the Developer, and its heirs, successors and assigns, at their sole costs and expense. The Developer shall notify the Board of Selectmen in writing ninety (90) days prior to the assignment by the Developer to any successor including but not limited to a Homeowners' Association, said notice to include a designated contact person, mailing address, telephone numbers and email address. Any and all

documents creating a homeowner's association are subject to prior review and approval by the Town, such review and approval to be limited to provisions the Homeowner's Association's compliance with this Agreement as well as any other permit or approval issued by the Town

**3. (Repaving) and Repair.** After any Repair of water or sewer pipes or facilities, the Developer shall repave/repair the affected streets and sidewalks in accordance with the technical requirements and/or regulations of the Town of Bellingham as determined by the Department of Public Works.

#### **D. PROJECT LIMITS**

**1. Age-Restriction.** The project shall be subject to an age-restriction (55 and over) consistent with the Fair Housing Act, 42 USC Section 3607(b), as amended, and the Housing for Older Persons Act (HOPA), as amended, and the regulations promulgated thereunder. The Developer's application for a special permit under the Active Adult Overlay District ("AAOD") shall propose such age-restriction. The form of any age restriction is subject to the review and approval of the Town and any other requirements as may be determined by the Planning Board under the AAOD Bylaw and applicable law.

#### **E. SITE SERVICES AND UTILITIES**

**1. Private Services.** The Developer, or its successors or assigns, shall be solely responsible for the cost, maintenance and operation of all Project-related services, utilities and infrastructure, including but not limited to refuse and trash removal, snow removal, road and sidewalk maintenance, lighting, landscape maintenance and other similar activities related to the operation of the Project. The Developer or its successor in interest shall be responsible for maintenance of the water, sewer, and drainage lines servicing the development from their connection with the Town-owned mains, until such time that the Homeowners Association may assume such responsibility in accordance with approved Association documents. The Developer shall notify the Board of Selectmen in writing ninety (90) days prior to the assumption of responsibility by the Homeowners Association, as aforesaid.

**2. Board of Health.** Solid waste disposal shall be handled in accordance with the rules and regulations and any required permit or approval of the Board of Health.

**3. Underground Utilities.** The Developer shall install all utilities servicing the Project underground, including, but not limited to, water, sewer, drain lines, gas, electric, telecom/data/cable.

**4. Fire Suppression Plans.** The Developer shall prepare and submit detailed fire suppression and detection plans for the approval by the Town of Bellingham's Fire Department prior to the commencement of construction.

**5. Construction Phase.** The Developer shall be responsible for site security and construction mitigation during Construction. The Developer shall pay for public safety details during the construction period when the Town determines in accord with its current practice standards that deliveries of equipment and material to the Project site may adversely affect the safe movement of vehicles, bicycles and pedestrians on public and private roadways adjacent to the Project. The Developer shall also comply with any and all construction mitigation requirements imposed by the Bellingham Planning Board, the DPW and the Bellingham Police Department.

## **F. COVENANTS RUNNING WITH THE LAND**

1. It is intended and agreed that the agreements and covenants contained in this Agreement shall constitute covenants running with the land. this Agreement shall be recorded by the Developer.

## **G. PROVISIONS RELATING TO DAMAGE**

1. Whenever any of the Improvements or any part thereof shall have been damaged or destroyed, any reconstruction or repair undertaken by the Developer shall in all material respects be in accordance with and conform to the provisions of this Agreement and any permit or approval issued by the Town.

## **H. OTHER PROVISIONS**

**1. Invalidity.** The Town and the Developer agree that if any provision of the revised Covenant is determined to be invalid, illegal, or unconstitutional by court of competent jurisdiction and, as a consequence thereof, the Developer is not able to develop the Property in the manner contemplated in this Agreement, then the provisions of this Agreement and each of the agreements and documents reference herein shall be null and void and the parties shall, thereafter be required to negotiate and execute a new mutually acceptable Development Agreement prior to the issuance of any building permits for the proposed development.

**2. Transfer.** The initial ownership of the Project, with the exception of the existing golf course shall be vested in a Bellingham Active Adult, LLC, a single purpose limited liability company (the "LLC"), the managers of which shall be Ron Bonvie and Rod Walkey Management of the Project shall not be leased, alienated, assigned or transferred without the express written permission of the Board of Selectmen,

**3. Intent to Bind Successors and Assigns.** The foregoing obligations shall run with the Property and shall be binding upon and inure to benefit and burden the Developer, its successors and assigns. *The Town's obligations as set forth* herein shall, to the extent permitted under Massachusetts Law be binding. Upon approval by the Board of Selectmen of the Revised Covenant, this agreement, together with the Revised Covenant, shall be recorded with the Norfolk Registry of Deeds.

**4. Effect.** This agreement shall not take effect until voted and executed by the Board of Selectmen of the Town of Bellingham. Upon such vote, this Agreement shall not be amended in any material aspect except by an agreement to modify same executed by the Developer or its assigns and the Board of Selectmen, who shall authorize same by majority vote.

**5. Required Notice.** Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered, by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

In the case of the **Town** to:  
Bellingham Town Clerks' Office  
Bellingham Municipal Center  
10 Mechanic Street  
Bellingham, MA 02019  
(with a copy to)

Board of Selectmen,  
Bellingham Municipal Center  
10 Mechanic Street  
Bellingham, MA 02019

In the case of the **Developer** to:

Bellingham Active Adult, LLC  
23 Southport Drive  
Mashpee, MA 02649

By such notice, either party (or such party's attorney may specify a new address, which thereafter shall be used for subsequent notices.

**6. Effective Date of Agreement.** This agreement shall be effective as of the date it shall be executed by both the Developer and the Town. This Agreement may be executed in multiple Counterparts

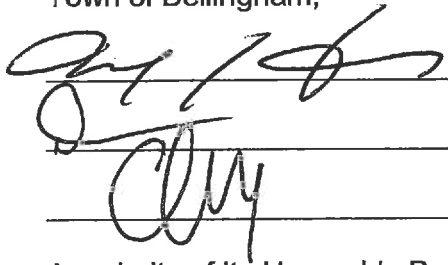
**7. Dispute Resolution.** Prior to the initiation of any court proceeding involving the terms of this Agreement or with party's performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period of not longer than ninety (90) days.

**8. Applicable Law; Construction.**

**8a.** This Agreement has been executed within the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction.

**8b.** This Agreement is the entire agreement among parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Town of Bellingham;

The image shows two handwritten signatures in black ink. The first signature is a cursive 'J' followed by a horizontal line. The second signature is a cursive 'M' followed by a horizontal line.

A majority of its Honorable Board of Selectmen

Bellingham Active Adult, LLC.

The image shows a handwritten signature in black ink that reads 'Ronald Bonvie'. Below the signature is a horizontal line.

Ronald Bonvie, Manager

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss

On this 31 day of October, 2017, before me, the undersigned notary public, personally appeared RONALD BONVIE, who proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes, as Manager of Bellingham Active Adult, LLC.

The image shows a handwritten signature in black ink. Below the signature is a horizontal line.

Notary Public  
My Commission Expires:

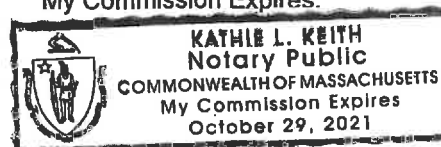




EXHIBIT B

# **TOWN OF BELLINGHAM**

OFFICE OF  
TOWN CLERK

Bellingham Municipal Center  
10 Mechanic Street  
Bellingham, MA 02019

Town Clerk  
Ann L. Odabashian

Tel.: 508-657-2830  
Fax: 508-657-2832

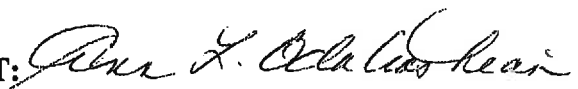
## **SPECIAL TOWN MEETING**

**JUNE 13, 2017**

**AT 7:25 P.M**

**I hereby certify the following pages, 1 through 3 inclusive, are a true record of the motion adopted by the voters of the Town of Bellingham at the Special Town Meeting of June 13, 2017 at 7:25 pm .**

**A true copy.**

ATTEST:   
**Ann L. Odabashian**  
**Bellingham Town Clerk**

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF BELLINGHAM  
WARRANT FOR SPECIAL TOWN MEETING

Norfolk, ss:

To either of the Constables of the Town of Bellingham, in the County of Norfolk;

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and in Town affairs to meet at the

HIGH SCHOOL AUDITORIUM

In said Bellingham, on Tuesday, the thirteenth of June 2017 at 7:25 pm.,

ARTICLE 1. RELEASE OF COVENANTS NEW ENGLAND COUNTRY CLUB

To see if the Town will vote to release or modify as the case may be certain Development Restrictions encumbering that certain real property identified as The New England Country Club, and shown as the Lots on the Bellingham Assessor's Maps, as follows: 95-0037-01; 95-0037-00; 96-062A-00; 97-0019-00; 97-015C-00. The Development Restrictions are described in the deed (the "Deed") from Blackstone Valley Partners to the Town of Bellingham recorded in the Norfolk Registry of Deeds in Book 7361 Page 455, and are further enumerated in that certain "Declaration Of Covenants And Restrictions Made By The New England Country Club Associates In Favor Of The Town Of Bellingham", (the "Covenant") which Covenant is recorded in the Norfolk Registry of Deed in Book 8640 Page 183, as amended by a certain "Agreement" dated November 13, 1990 and recorded in the said Norfolk Registry of Deeds in Book 8812 Page 289.

The restrictions to be released from the Deed and Covenant are as follows:

"Bound Road as shown on said plan to be reconstructed by the Declarant, its successors and assigns, and conformance with the then current Planning Board and Highway Department standards, rules and regulations, subject only however, to the limitation of available dimensions." (said restriction being restriction 1 on the Deed and Covenant)

"To limit any residential development to single family housing, lots each to be of no less than thirty thousand (30,000) square feet if sewered, eighty thousand (80,000) square feet if unsewered" (said restriction being restriction 2 on the Deed and the Covenant)

"Total number of residential units to be built is to be no greater than one unit per acre of landowner, if sewered or one unit per two acres of land if unsewered" (said restriction being restriction 3 on the Deed and the Covenant)



The restriction to be modified is as follows: Restriction 7 on the Deed and Covenant presently states;

"There will be not more than fifty (50) single family homes or residential units built on the above described premises in any one twelve (12) month period".

shall be modified to read

"There will be not more than fifty residential units built on the above described premises in any one twelve (12) month period".

And to ratify and confirm the release of Restriction 4 from the Deed and Covenant as set forth in a certain Agreement recorded with Norfolk County Registry of Deeds in Book 8812, Page 529 releasing Restriction 4 from the Deed and Covenant, which Restriction states: "No motor vehicle traffic, except for construction and emergency vehicles, shall be allowed access onto Paine Street after January 1, 1989."

And, further to authorize the Selectmen to accept a revised Covenant that ratifies any restrictions not released hereunder, the form of such covenant being on file with the Town Clerk.

Or act or take any other action related thereto.

By:

Ronald Bonvie

23 Southport Drive

Mashpee, Massachusetts 02649

800-598-7410

The Town voted unanimously to authorize the Selectmen to release or modify as the case may be certain Development Restrictions encumbering certain real property described in a deed from Blackstone Valley Partners to the Town of Bellingham recorded in the Norfolk Registry of Deeds in Book 7361 Page 455, as further enumerated in a certain "Declaration Of Covenants And Restrictions Made By The New England Country Club Associates In Favor Of The Town Of Bellingham," which Covenant is recorded in the Norfolk Registry of Deeds Book 8640 Page 183, as amended by a certain "Agreement" dated November 13, 1990 and recorded in the said Norfolk Registry of Deeds in book 8812 Page 289, all as set forth in the warrant, provided however that said restrictions to be released only upon the delivery of a revised Covenant and the execution of a Development Agreement said Agreement being on file with the Town Clerk.

Adjourned at 10:04 PM.

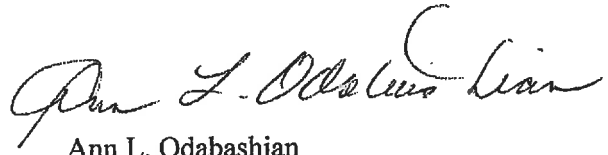
No quorum required.

Attendance:

P - 1	P - 2	P - 3	P - 4	P - 4A	P - 5	TOTAL
21	15	18	40	2	26	122

A True Record.

ATTEST:

A handwritten signature in cursive script, reading "Ann L. Odabashian".

Ann L. Odabashian  
Bellingham Town Clerk