

**ATTACHMENT G**

**DECLARATION OF COVENANTS AND AGREEMENTS**

Declaration of Covenants and Restrictions between the Town and the Belmont Country Club dated September 10, 2007 and recorded with the Middlesex South District Registry of Deeds in Book 50317, Page 329.



2007 00201378

Bk: 50317 Pg: 329 Doc: DECL  
Page: 1 of 5 11/06/2007 11:57 AMDECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "Declaration") is made on this 10th day of September, 2007, by the TOWN OF BELMONT, a body corporate and politic, acting by and through its Board of Selectmen, having an address of Belmont Town Hall, 455 Concord Avenue, Belmont, Massachusetts 02478 (the "Town").

WHEREAS, Town is the owner of land (the "Town Property") located on Greensbrook Way Extension, shown on Assessors Map 69 as Parcel 44, being further shown as Lots 1, 2, 3 and 4 (the "Lots") on plan entitled "Definitive Plan of Land in Belmont, MA 'Greensbrook Way Extension'" dated Oct. 23, 2005, revised through December 13, 2006, Scale: 1" = 40' prepared by Bay Colony Group, Inc., consisting of one (1) sheet, labeled "Sheet 1 of 5", recorded herewith (the "Development Area");

WHEREAS, Town will be conveying the Lots pursuant to a request for proposals ("RFP") to a developer (the "Developer") for the construction of a residential subdivision and the Town seeks to establish certain covenants and restrictions that will affect the Lots;

WHEREAS, the Belmont County Club, Inc., a Massachusetts nonprofit corporation, having an address of 181 Winter Street, Belmont, Massachusetts 02478 (the "Club"), owns and operates a golf course (the "Golf Course") on land located adjacent to the Town Property, which land includes the land described in deed from the Town of Belmont dated March 1, 1960 and filed with Middlesex South Registry District of the Land Court as Document Number 303977 (the "Club Property");

WHEREAS, a driving range is or shall be located on a portion of the Club Property that is adjacent to the portion of the Town Property on which the Lots will be created (the "Driving Range");

WHEREAS, the Club conveyed to Town portions of the Club Property on the condition that Town subject the Development Area to certain restrictions and covenants; and

WHEREAS, Town is willing to impose the restrictions and covenants set forth herein on the Development Area.

NOW, THEREFORE, Town does hereby declare and impose the following restrictions and covenants (the "Restrictions") on the Lots, the terms and conditions of which are as follows:

1. At the closing on the sale of the Town Property to the Developer, the Developer shall make a payment in the amount of \$40,000.00 to the Club which the Club shall use for the construction of a fence and the planting of a screen of trees (the "Screening") to separate the Development Area and the Golf Course, which shall be located on the Club Property as shall be materially similar to the Screening shown on the

Kopelman & Paige  
101 Arch Street, 12th Floor  
Boston, MA 02110  
Attn: *K. Klein*

Greensbrook Way Extension, Belmont. plan # 1186 of 2007

sketch plan attached hereto as Exhibit A and made a part hereof, which Screening shall be used to provide protection of the owners from time to time of the Lots (the "Lot Owners"). In the event that the Town does not complete its contemplated sale within twelve months from the date of the recording of this Declaration, the Developer's payment shall be increased by the then applicable Consumer Price Index ("CPI").

2. Following the installation of the Screening, the Club shall be responsible to maintain the Screening in good order and condition and shall be reimbursed for its expenses on a pro rata basis by the Lot Owners. The Club shall forward an annual statement for its expenses to the Lot Owners.

3. The Developer and thereafter the Lot Owners may be required by the Town to maintain trees, shrubs and other plantings on the Development Area to provide additional screening as may be required by the Town.

4. The Developer, the Lot Owners, and their successors and assigns shall (a) hold the Club and the Club's invitees harmless from liability for personal injury and property damage caused by flying golf balls from the Golf Course, including the Club's driving range; and (b) waive all liability of the Club and the Club's invitees from such personal injury and property damage.

5. The Town and its successors and assigns shall incorporate this Declaration by reference in any instrument conveying an interest in the Development Area. Failure to do so, however, shall not in any manner affect the validity and effectiveness of these rights.

6. The Town warrants not to interfere with the rights and obligations created herein, nor grant other interests in the Development Area that will interfere with the rights and burdens created herein without the express permission of the Club. Any grant in violation of said warranty shall be null and void;

7. The Restrictions granted and declared herein are made for the benefit of the Club, its successors and assigns, and for the benefit of all those persons or entities who now hold, or may hereafter hold, a fee interest in the Club Property, or any portion thereof (the "Club Owners") and their heirs, devisees, transferees, successors and assigns, and may be enforced by the Town and the Club Owners.

8. The beneficiaries of the Restrictions granted herein, as set forth above, shall have access to all remedies in law or equity as are necessary and proper to enforce the rights granted herein, including, but not limited to, halting or preventing the violation of said Declaration by injunction or other lawful procedure, and requiring restoration of the Club Property to its condition prior to the time of the injury complained of, and shall be entitled to recover reasonable attorney's fees, interest, costs and expenses incurred in enforcement.

9. Except as otherwise limited, the covenants, restrictions, benefits, and obligations hereunder shall be perpetual and run with the land.

10. The Town and its successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the Restrictions and shall not, in any enforcement action, raise the invalidity of any provision of said Restrictions as a defense. If any provision of said Restrictions nevertheless to any extent be held invalid, the remainder shall not be affected. Failure by the Club Owners to enforce any breach or violation of this Declaration, however long such failure to enforce or breach shall continue, shall not be deemed laches or a waiver of the right to enforce this Declaration against such continuing breach or violation, or to enforce this Declaration against similar or other violations.

11. This Declaration may be abrogated, modified, rescinded or amended in whole or in part, only by recorded declaration in writing signed by the Town, the Lot Owners, the Club Owners, and all mortgagees under any first mortgage covering all or any part of the Lots, and duly recorded with Middlesex South District Registry of Deeds.

**WITNESS** the execution hereof under seal as of the day and year first above written.

TOWN OF BELMONT  
By its Board of Selectmen

*Angelo Frenze*  
\_\_\_\_\_  
*Paul Salomon*  
\_\_\_\_\_  
*James J. [unclear]*  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

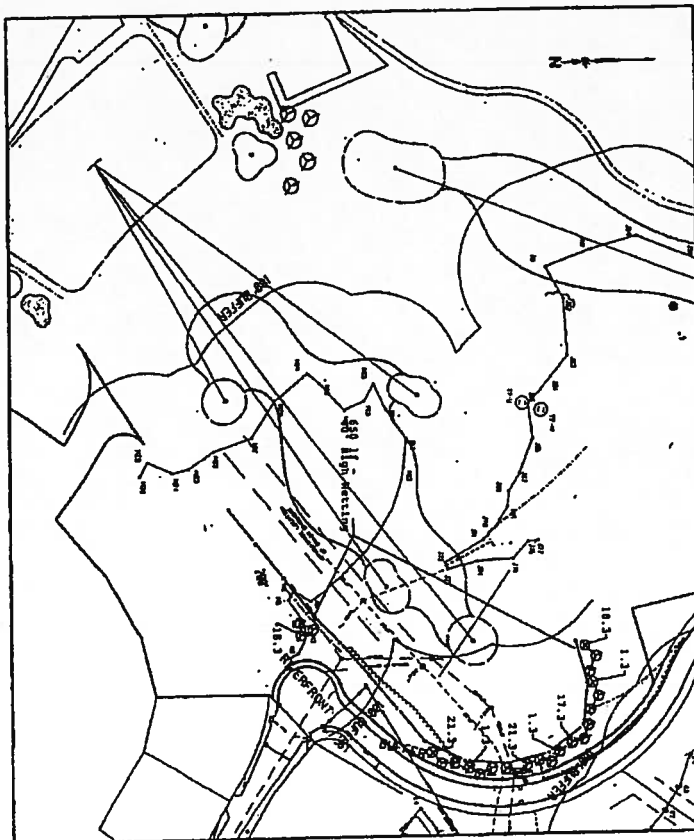
On this 10<sup>th</sup> day of September, 2007, before me, the undersigned Notary Public, personally appeared Angelo Frenze Board of Selectmen, who proved to me through satisfactory evidence of identification, which were ☒ personal knowledge ☐ Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as Selectman of the Town of Belmont.

*Kathryn Melesciuc*  
(Official Signature and Seal of Notary)



KATHRYN MELESCIUC  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 4, 2008

# Exhibit A



Belmont  
Country Club  
Belmont, Massachusetts

\*Schreiner Golf, Inc.  
611 Limerick & Chapel Blvd. Suite 208  
Myrtle Beach, South Carolina 29577  
Phone: (843) 443-2400  
Fax: (843) 443-2422

www.sgcgolf.com

## Detailed Planting Plans

### Golf Course Restoration

#### Legend:

- New Grass
- Native Vegetation
- Sand
- Roughened Mounds
- Obstructed Planting Area
- Tree Removal
- 22.10 Tree Identification Quarry

Belmont Country Club  
Planting Price List

| Plant Names  | Size       | Condition | Quantity |
|--|------------|-----------|----------|
| <i>Quercus robur</i> 'Fastigiata'<br>ENGLISH OAK                   | 3" CALIPER | B&B       | 21       |
| <i>Quercus rubra</i><br>RED OAK                                    | 3" CALIPER | B&B       | 11       |
| <i>Quercus prinus</i><br>PIN OAK                                   | 3" CALIPER | B&B       | 2        |
| <i>Fagus sylvatica</i><br>AMERICAN BEECH                           | 3" CALIPER | B&B       | 3        |
| <i>Fagus sylvatica</i><br>EUROPEAN BEECH                           | 3" CALIPER | B&B       | 3        |
| <i>Fagus sylvatica</i> 'Asplenifolia'<br>FERNLAF EUROPEAN BEECH    | 3" CALIPER | B&B       | 3        |
| <i>Fagus sylvatica</i> 'Pendula'<br>WEBBERG EUROPEAN BEECH         | 3" CALIPER | B&B       | 3        |
| <i>Cornus florida</i><br>FLOWERING DOGWOOD                         | 7"         | B&B       | 35       |
| <i>Cornus canadensis</i><br>EASTERN REDBUD                         | 7"         | B&B       | 50       |
| <i>Cornus kousa</i><br>CHINESE DOGWOOD                             | 7"         | B&B       | 27       |
| <i>Gleditsia triacanthos</i><br>SKYLINE HONEYLOCUST                | 3" CALIPER | B&B       | 14       |
| <i>Nyssa sylvatica</i><br>TUPLO                                    | 3" CALIPER | B&B       | 5        |
| <i>Syringa vulgaris</i> 'Charles Joly'<br>LILAC                    | 4"         | B&B       | 48       |
| <i>Syringa vulgaris</i> 'Miss Kim'<br>LILAC                        | 4"         | B&B       | 35       |
| <i>Ostrya edmondsonii</i><br>SOURWOOD                              | 3" CALIPER | B&B       | 4        |
| <i>Carpinus betulus</i> 'Fastigiata'<br>COLUMNAR EUROPEAN HORNBEAM | 3" CALIPER | B&B       | 6        |
| Plant Names  | Size       | Condition | Quantity |
| <i>Carpinus caroliniana</i><br>AMERICAN HORNBEAM                   | 3" CALIPER | B&B       | 3        |
| <i>Quercus alba</i> 'laevis'<br>SWAMP WHITE OAK                    | 3" CALIPER | B&B       | 9        |
| <i>Metosquon glyptostrobiloides</i><br>DAWN REDWOOD                | 3" CALIPER | B&B       | 15       |
| <i>Ginkgo biloba</i><br>MAIDENHAIR TREE                            | 3" CALIPER | B&B       | 3        |
| <i>Acer platanoides</i> 'Crimson King'<br>CRIMSON SENTRY MAPLE     | 3" CALIPER | B&B       | 6        |
| <i>Amandier canadensis</i> 'White Pine'<br>SWEETBERRY              | 3" CALIPER | B&B       | 3        |
| <i>Salix babingtonii</i><br>WEBBERG WILLOW                         | 3" CALIPER | B&B       | 12       |
| <i>Rhus typhina</i><br>STAGHORN SUMAC                              | #3         | CONT.     | 70       |
| Ornamental Plant Names   | Size       | Condition | Quantity |
| <i>Rhododendron</i> 'PJM'<br>PJM RHODODENDRON                      | 18"-24"    | B&B       | 130      |
| <i>Viburnum plicatum</i><br>MARBLE VIBURNUM                        | 3'-4'      | B&B       | 101      |
| <i>Buonymus alata</i> 'Compacta'<br>DWARF WINGED BUONYMUS          | 24"-30"    | B&B       | 67       |
| <i>Hydrangea macrophylla</i><br>LACSCAP HYDRANGEA                  | #3         | CG        | 52       |
| <i>Spiraea japonica</i><br>LITTLE PRINCESS SPIREA                  | #3         | CG        | 140      |
| Native Vegetation plant Names                                      | Size       | Condition | Quantity |
| <i>Cornus amomum</i> sp. 'Oblique'<br>SILKY DOGWOOD                | 18"        | #1 CONT.  | 170      |
| <i>Vaccinium corymbosum</i><br>HIGHBUSH BLUEBERRY                  | 18"        | #1 CONT.  | 54       |
| <i>Spiraea tomentosa</i><br>STEEPLEBUSH                            | 18"        | #1 CONT.  | 150      |
| <i>Viburnum dentatum</i><br>NORTHERN ARROWWOOD                     | 18"        | #1 CONT.  | 98       |
| <i>Sedum bracteolatum</i><br>BROADLEAF MEADOWSWEET                 | 18"        | #1 CONT.  | 140      |
| <i>Oxalis corniculata</i><br>COMMON WINTERBERRY                    | 18"        | #1 CONT.  | 96       |
| Emergent Marsh Plant Names   | Size       | Condition | Quantity |
| <i>Spartina patens</i><br>BURRHEAD                                 | 2"         | PBAT POT  | 290      |
| <i>Spartina latifolia</i><br>NORTHERN ARROWHEAD                    | 2"         | PBAT POT  | 160      |
| <i>Potamogeton amplifolius</i><br>PICKERELWEED                     | 2"         | PBAT POT  | 140      |
| <i>Scheuchzeria palustris</i><br>THREE-SQUARE BULRUSH              | 2"         | PBAT POT  | 40       |
| <i>Scheuchzeria palustris</i><br>SOFT-STEM BULRUSH                 | 2"         | PBAT POT  | 160      |
| <i>Scheuchzeria palustris</i><br>HARD-STEM BULRUSH                 | 2"         | PBAT POT  | 130      |

*Eugene C. Burns*  
 James M. Midgley S. Register