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OPEN SPACE RESTRICTION

The undersigned, as Grantor and as the owner of certain land located in Acton, Middlesex County, Massachusetts shown on a plan of land entitled "Bellows Farm - Phase II, III, and IV, Acton, Massachusetts, Definitive Subdivision, Planned Conservation Residential Community, Dated April, 1995", last amended SEPTEMBER 1996, prepared for Northwest Structures, Inc., (the "Plan") to be recorded herewith, and in accordance with the Decision of the Acton Planning Board for Bellows Farm - Phases II, III, IV, Acton, Massachusetts, Definitive Subdivision, Planned Conservation Residential Community dated August 28, 1995, as amended (Decision 95-7), does hereby impose on those parcels of land shown on said Plan as "Open Space A through O" (the "Open Space Parcels") the following restrictions:

1. The Open Space Parcels shall be used for conservation, historic preservation and education, outdoor education, recreation, park purposes, agriculture, horticulture, forestry, or any combination of such uses.

2. The Open Space Parcels shall not be built upon except (i) that a baseball field, two tennis courts, a swimming pool and sports complex building (not to exceed 2,500 square feet) and parking and access for such facilities (the "Sports Facilities") may be constructed on Open Space M; (ii) that utilities and access for driveway purposes may be installed, constructed and maintained within areas shown on the Plan for such purposes, (iii) that the Open Space Parcels may be used for drainage purposes and slope easements as shown on the Plan, and (iv) that additional structures and pavement accessory to the uses described in paragraph 1 may be constructed not to exceed in the aggregate (including the Sports Facilities) five (5%) percent of such Open Space Parcels. Any additional structures or pavement shall be subject to the prior written approval of the Acton Planning Board and such approval shall be evidenced by a document which shall be recorded with the Middlesex South District Registry of Deeds prior to the construction of any such facilities.

3. Portions of the Open Space Parcels may be used for ways serving as pedestrian walks, bicycle paths, and emergency access or egress to the PCRC or adjacent land if, in the opinion of the Planning Board of the Town of Acton, such uses enhance the specific purpose of the PCRC development and enhance or promote better overall site and community planning. Any such uses shall be subject to the prior written approval of the Planning Board and shall be evidenced by a document which shall be recorded with the Middlesex South District Registry of Deeds prior to the implementation of any such use.

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SEE PLAN IN RECORD BOOK PAGE

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4. A fifty (50) foot vegetated buffer zone shall be maintained on any Open Space Parcels which are adjacent to land not owned by the Grantor.

The Grantor, for itself, its successors, successors-in-title and assigns, hereby expressly reserves the right and easement to construct, erect, install, repair and maintain new and additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for furnishing of utilities and services within this PCRC development in, over and under the Open Space Parcels as shown on the Plan.


Except as provided hereinabove, the land shall be kept in its open or natural state. This restriction is imposed pursuant to the Town of Acton Zoning Bylaw and the Decision of the Acton Planning Board referred to above, and is intended to be a conservation restriction, which shall run with the land and shall be enforceable by the Town of Acton, in accordance with G.L. c.184, §31 to 33.

This restriction may be amended or released only upon approval by the Planning Board of the Town of Acton. Any such amendment or release shall be recorded with the Middlesex South District Registry of Deeds.

This restriction shall become effective upon its recording.

WITNESS the execution hereof under seal this 10TH day of September, 1996.

Keystone Associates Limited Partnership
By its General Partners


Owls Nest Cove, Inc.,
General Partner
By: Robert A. Peters,
President


Robert A. Peters, General
Partner

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 10, 1996

Then personally appeared before me the above named Robert A. Peters, individually, and as President of Owls Nest Cove, Inc., as General Partners of Keystone Associates Limited Partnership, and acknowledged the foregoing to be his free act and deed.

Manuelle L. Wagner
 , Notary Public
 My Commission Expires: 8/10/2001

Burnside Holdings, Inc. assents to this Open Space Restriction and agrees that its mortgage from Keystone Associates Limited Partnership dated July 12, 1996, recorded with the Middlesex South District Registry of Deeds in Book 26499, Page 278 is held subject to and subordinate to this Open Space Restriction as if said Open Space Restriction was executed, acknowledged and recorded prior to the execution, acknowledgment and recording of said mortgage.

Burnside Holdings, Inc.

By: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September ____, 1996

Then personally appeared before me the above named _____ of Burnside Holdings, Inc. and acknowledged the foregoing to be the free act and deed of Burnside Holdings, Inc.

 , Notary Public
 My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September __, 1996

Then personally appeared before me the above named Robert A. Peters, individually, and as President of Owls Nest Cove, Inc., as General Partners of Keystone Associates Limited Partnership, and acknowledged the foregoing to be his free act and deed.

_____, Notary Public
My Commission Expires:

Burnside Holdings, Inc. assents to this Open Space Restriction and agrees that its mortgage from Keystone Associates Limited Partnership dated July 12, 1996, recorded with the Middlesex South District Registry of Deeds in Book 26499, Page 278 is held subject to and subordinate to this Open Space Restriction as if said Open Space Restriction was executed, acknowledged and recorded prior to the execution, acknowledgment and recording of said mortgage.

Burnside Holdings, Inc.

By: _____


Via President.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 10, 1996

Then personally appeared before me the above named IQBAL MOHAMED of Burnside Holdings, Inc. and acknowledged the foregoing to be the free act and deed of Burnside Holdings, Inc.

_____, Notary Public
My Commission Expires: 7/26/99

Northwest Structures, Inc. assents to this Open Space Restriction and agrees that its mortgage from Keystone Associates Limited Partnership dated July 16, 1996, recorded with the Middlesex South District Registry of Deeds in Book 26499, Page 292 is held subject to and subordinate to this Open Space Restriction as if said Open Space Restriction was executed, acknowledged and recorded prior to the execution, acknowledgment and recording of said mortgage.

Northwest Structures, Inc.

By: Ronald B. Peabody
 Ronald B. Peabody, Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

September 10, 1996

Then personally appeared before me the above named Ronald B. Peabody, Treasurer and acknowledged the foregoing to be the free act and deed of Northwest Structures, Inc.

STEVEN R. GRAHAM
 Notary Public
 My Commission Expires February 16, 2001

Steven R. Graham
 , Notary Public
 My Commission Expires:

The Acton Planning Board hereby approves this restriction (as to form only).

Acton Planning Board

By: Roland Bartl
 Roland Bartl, Town Planner