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DECLARATION OF RESTRICTION

HOBBS BROOK FARM PROPERTY COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership having a principal place of business at Hobbs Brook Farm, 10 Reiling Pond Road, Lincoln, Middlesex County, Massachusetts, ("Declarant"), being the owner of the land shown as Lots 1, 2 and 3 (the "Lots") on a plan entitled, "Hobbs Brook Farm Cluster Design Plans in the Town of Lincoln, Massachusetts", dated March 3, 2003, prepared for Hobbs Brook Farm Property Company Limited Partnership by Design Consultants, Inc. and recorded with said Deeds, Book 39218, Page 191 (the "Plan"), hereby subjects the Lots to the following restriction, which restriction shall run with the land and shall be binding on the Declarant, its successors and/or assigns in perpetuity:

No trees or other vegetation shall be cut or removed on those certain strips of land shown on the Lots as shown on said Plan, as "Proposed Screening Open Space Easements", ("Easement Areas") for the benefit of Lots 1, 2 and 3 respectively, in order that such trees and vegetation shall act as a buffer between Lots 1 and 2, and Lots 2 and 3 respectively, and shall provide screening for each Lot. Provided however, that nothing set forth herein shall prevent:

(i) the removal of dead or diseased trees or vegetation from the Easement Areas;
(ii) the removal of trash and debris within the Easement Areas:
(iii) the pruning, cutting back and other maintenance of such trees and vegetation, as is normally required;
(iv) the planting of additional trees and/or vegetation by a Lot owner within the Easement Area located on said owner's Lot, so long as such additional trees and/or vegetation do not decrease the amount of screening between Lots; and
(v) the installation and maintenance of underground utilities within the Easement Areas provided that after any disturbance of the Easement Areas due to installation or maintenance of underground utilities, such Easement Areas shall be restored to their condition prior to such disturbance, as much as reasonably practicable, at the sole expense of the Lot owner making such disturbance.

For title to the Grantor, see deeds recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and deed from Frank Panetta, Trustee of Lexington Road Realty Trust, to be recorded immediately prior hereto.

[Remainder of Page Intentionally Left Blank]

D'Agostine Levine Parrat Netburn
PO Box 2223
Acton Mass 01720

IN WITNESS WHEREOF, The Hobbs Brook Corporation, in its capacity as General Partner of Hobbs Brook Farm Property Company Limited Partnership, has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Christina Reiling Breiter, its President and Treasurer, duly authorized this 20th day of July, 2005.

HOBBS BROOK FARM PROPERTY COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership

By: THE HOBBS BROOK CORPORATION, its General Partner

By: _____
Christina Reiling Breiter, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

On this 20th day of July, 2005, before me, the undersigned notary public, personally appeared Christina Reiling Breiter, proved to me through satisfactory evidence of identification, which were MA. LICENSE, 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 as the President and Treasurer of The Hobbs Brook Corporation, in its capacity as the General Partner of Hobbs Brook Farm Property Company Limited Partnership.

_____
Notary Public
Name:
My Commission Expires:

CATHY S. NETBURN NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMM. EXPIRES SEPT. 22, 2006

Assist. Middlesex S. Register