DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND HOMEOWNERS' ASSOCIATION GOVERNING THE HOBBS BROOK FARM CLUSTER SUBDIVISION - LINCOLN, MASSACHUSETTS

This Declaration is made this 8th day of May, 2003 by Hobbs Brook Farm Property Company Limited Partnership, a Massachusetts limited partnership, with a principal place of business at Hobbs Brook Farm, 268 Cambridge Turnpike, Lincoln, MA, being the Developer referenced herein. This instrument may be modified, amended or revoked, in whole or in part, only as provided herein. Any such changes must be made in writing, and recorded at the Middlesex County Registry of Deeds.

WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of land being developed as a residential cluster development and located in Lincoln, Middlesex County, Massachusetts, and more fully described as follows:

The land shown on a definitive plan of a subdivision of land entitled, "Hobbs Brook Farm Cluster Design Plans In The Town Of Lincoln, Massachusetts," prepared by Design Consultants, Inc., and dated March 3, 2003 and recorded in the Middlesex South District Registry of Deeds in Plan Book _____, Plan No. __. (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan represents an approved R-1 Cluster Subdivision, including residential lots, roads and services; and

WHEREAS, the Developer hereby intends to subject the Lots (as hereinafter defined) to the agreements, reservations, restrictions, easements and covenants set forth herein, in order to insure the upkeep, maintenance and appearance of the Lots for attractive residential use, thereby securing to each future Owner (as hereinafter defined) the full benefit and enjoyment of their property; and

WHEREAS, the Developer hereby intends to subject the Lots to the terms and provisions of the Association (as hereinafter defined); and

WHEREAS, the Developer desires to provide certain easements, as described herein, for the benefit of each future Owner and for others who may have rights therein, which easements will be shared in common by future Owners and, with respect to the pedestrian trail easement and the drainage easement only, with the inhabitants of the Town of Lincoln;

NOW THEREFORE, the Developer hereby declares that the Association shall be run and conducted as hereinafter provided; that the Open Space shall be held and maintained in accordance with and subject to the provisions set forth herein; that the Easement Areas shall be held and maintained according to the provisions set forth herein; and that each Lot shall be held, owned and conveyed subject to the agreements, reservations, restrictions, easements and covenants set forth herein.

SECTION 1 DEFINITIONS

1.1 Where appropriate, references in the singular shall mean in the plural, and references in the plural shall mean in the singular; references to the male gender shall mean the female, and female references shall mean the male, or either shall mean the neuter entity, as appropriate.

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1.2 "Association" shall mean the Reiling Pond Homeowners Association, an entity formed by the Developer under this instrument, said Association being the governing body to own, control and maintain the Open Space, the Common Roadway, the Utility Easement, the Drainage Facilities, the Drainage Easement, and the Trail Easement.

1.3 "Common Roadway" shall mean "Road A," "Road B" and "Road C" as shown on the Plan.

1.4 "Developer" shall mean Hobbs Brook Farm Property Company Limited Partnership, a Massachusetts limited partnership, acting through its general partner The Hobbs Brook Corporation, a Massachusetts corporation, with a principal place of business at Hobbs Brook Farm, 268 Cambridge Turnpike, Lincoln, Massachusetts, its successors or assigns.

1.5 "Drainage Facilities" shall mean all pipe, catch basins, manholes, retention areas, sediment forebays and infiltration systems and outlet structures providing for the retention, drainage or filtration of stormwater, as well as any appurtenances thereto.

1.6 "Easement Areas" shall mean the areas subject to the Road Easement, the Utility Easement, the Drainage Easement, the Trail Easement and the Meadow Open Space as defined in Section 2, below.

1.7 "Gross Floor Area" shall mean the sum, in square feet, of the horizontal interior areas of all floors of a building or structure, or several buildings or structures on the same Lot, measured from the exterior face of exterior walls, or from the center line of a party wall.

1.8 "Lots" shall mean Lots 1 through 11 as shown on the Plan.

1.9 "Lot Development Plans" shall mean complete building plans prepared by an architect or house designer for the construction of a dwelling on a Lot, a site plan prepared by a registered professional civil engineer for said Lot, a finish landscaping and planting plan prepared by a landscape architect or designer for said Lot, and complete specifications of materials, colors and other characteristics of the exterior finish of the dwelling, all as further described in Section 3, below.

1.10 "Open Space" shall mean the land shown on the Plan as "Dedicated Open Space", including "Dedicated Open Space Area #1", consisting of approximately 1.59 acres of land according to the Plan, and "Dedicated Open Space Area #2", consisting of approximately 9.65 acres of land according to the Plan.

1.11 "Owner" shall mean a person or entity who owns the legal interest in or to one or more of the Lots as shown on the Plan, his or its heirs, assigns, successors, transferees and their agents or servants.

1.12 "Special Permit" shall mean the special permit for a R-1 Cluster Development granted by the Planning Board of Lincoln for the development that is the subject of this declaration.

SECTION 2 EASEMENTS

2.1 Description and Grant of Easements

The easements reserved or granted in connection with the Plan are as follows:

2.1.1 Roads. Each Owner, in common with all Owners, and their successors and assigns, shall enjoy an irrevocable and perpetual right and appurtenant easement in, over, upon, under and across the Common Roadway (which easement shall be referred to herein as the "Road Easement") for: (i) ingress and egress, (ii) the installation, maintenance, repair and relocation of utilities (as described below), and (iii) all other purposes for which roads and streets, walkways and ways are now used, or hereafter may be used, in the Town of Lincoln. No parking of vehicles shall be permitted on the Road Easement area overnight or in a manner that would block access for other vehicles.

2.1.2 Utilities. Each Owner, in common with all Owners, and their successors and assigns, shall enjoy an irrevocable and perpetual right and appurtenant easement in, over, upon, under and across the Utility Easement, as shown on the Plan, for the installation, maintenance, relocation and repair of utility facilities and services and all necessary access thereto. Utility facilities may be located in the Utility Easement area or in the Road Easement area. Utility facilities shall be located underground, including, without limitation, pipes, ducts, cables, wires, conduits, and lines. Each Owner shall have the benefit of an easement in common with all other Owners to connect into and use said utility facilities for service to the Owner's Lot and the buildings thereon, provided that the person responsible for installing or repairing any underground utility is responsible to restore the ground, pavement and vegetation to their original condition. Each Owner owns and is responsible for the line between the Owners' Lot and buildings and the connection to the common utility facility within the Easement Areas.

2.1.3 Drainage. Each Owner, in common with all Owners, and their successor and assigns, shall enjoy an irrevocable and perpetual right and appurtenant easement in, over, upon under and across portions of the real property depicted on the Plan as Drainage Easement for all purposes for which drainage easements are or hereafter may be used in the Town of Lincoln, including, but not limited to, natural drainage of water, drainage of water, retention areas or swales, and storing and collecting drainage and flowage of storm, surface and subsurface water, and without limiting the foregoing, for the purposes of: (i) locating, relocating, reconstructing, grading and regrading, extending, repairing, replacing, maintaining, operating, inspecting and using the Drainage Facilities and (ii) connecting with, and maintaining a connection to, and using, any and all Drainage Facilities now or hereinafter located in the Drainage Easement or Utility Easement areas, or within the Common Roadway, for purposes of storing and collecting drainage and flowage of storm, surface and subsurface water; and (iii) to do all other acts incidental thereto.

2.1.4 Trails. The land shown on the Easement Plan as "Trail Easement" shall be reserved for the benefit of the Owners and others who may be granted rights by the Developer and shall be reserved for pedestrian and passive recreational use. Each Owner, in common with all Owners, and their successors and assigns, shall enjoy an irrevocable and perpetual right and appurtenant easement in, over, upon, under and across the Trail Easements for the passage on foot, or such other uses as rural trails are customarily used in the Town of Lincoln. The use of motor vehicles on the Trail Easement is expressly prohibited, except for the purpose of ingress and egress to and from the Lots where driveways cross the Trail Easement.

2.1.5 Meadow Open Space. The land shown on the Plan as "Meadow Open Space" shall be reserved for the benefit of the Owners and others who may be granted rights by the Developer and shall be reserved for recreational use. Each Owner, in common with all Owners, and their successors and assigns, shall enjoy an irrevocable and perpetual right and appurtenant easement in, over, upon, under and across the Meadow Open Space for recreational use, including sports and children's activity. The construction of any temporary building, permanent building or similar structure is prohibited

within the Meadows Open Space. Improvements for outdoor sports are permitted in the Meadow Open Space.

2.1.6 Access by the Town of Lincoln. The Developer hereby grants an easement to the Town of Lincoln, acting by and through any board or department thereof, in perpetuity and to run with the land, for access thereto and for any and all purposes, including access needed, necessary to conduct and complete the maintenance, repair, replacement and operation of the Common Roadway, Drainage Facilities, and Open Space to the fullest extent necessary, advisable or required, by the Town of Lincoln, such need to be determined by the Town of Lincoln in its sole discretion.

2.1.7 No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the construction, installation, maintenance and normal operation of the Easement Areas for the purposes described above, provided, however, that driveways may cross the Trail Easement for the purpose of access to the Lots.

2.2 Maintenance of Common Facilities Easements and Open Space

2.2.1 Roads. The Association shall contract on an annual basis for snow plowing and de-icing of the Common Roadway. Said contract shall include a provision that the pavement be plowed during all snow storms at frequent intervals so that accumulation of snow on the paved surface shall not exceed the 3" to 5" range maximum and that sanding shall be undertaken as necessary or advisable. Snow removal shall include the removal of snow from around fire hydrants. Nothing shall prohibit an Owner from engaging the same snow removal service that provides snowplowing services to the Association for plowing the Owner's driveway.

The Association shall contract every spring to have the road surface swept clean of all accumulated sand build-up remaining from the winter season. The activity of sweeping should be performed prior to the cleaning of the Drainage Facilities.

2.2.2 Utilities. There is no maintenance plan for Utility Easements.

2.2.3 Drainage. The Association shall contract to undertake a program of maintenance of the Drainage Facilities to ensure the continued effectiveness of the structural water controls, which program, at a minimum, provides for the following measures:

- Inspect the Drainage Facilities annually.
- Clean out all catch basins annually to remove accumulated sand, sediment, and floatable products. Note proper functioning of hood on catch basin outlet so as to prevent the re-suspension of solids in the storm flows and to avoid soil clogging.
- Engage a competent professional to inspect the retention basin after the first few storm events to confirm drainage system functions, bank stability, and vegetation growth. Problems should be addressed immediately.
- Engage a competent professional to inspect the retention basin at least once per year to ensure that it is operating as designed. The outlet structure should be inspected for evidence of clogging or too rapid an outflow release. Potential problems that should be checked include: subsidence, erosion, tree growth on the embankment, sediment accumulation around the outlet, inadequacy of the inlet/outlet channel erosion control measures, changes in the condition of the

pilot channel and erosion within the retention basin and banks. Any necessary repairs should be made immediately. During inspections, changes to the wet retention basin or the contributing watershed area should be noted as these may affect retention basin performance.

- Mow the upper stage area, side slopes, and embankment around the retention basin twice a year. Trash and debris should also be removed at this time.

- Remove sediment from the retention basin as necessary, and at least once every 10 years.

2.2.4 Trails. The Association shall provide maintenance and upkeep of any benches overlooking the private conservation land. Landscape plantings within the Trail Easement are to be maintained and kept viable indefinitely.

2.2.5 Meadow Open Space. Members of the Association will be responsible for the maintenance and upkeep of the landscaping and structures at the entrance of the subdivision, including the split-rail cedar fence. During mowing season, the association will contract with a qualified landscape contractor to provide regularly scheduled mowing and trimming activities. The Association will be responsible for the upkeep and maintenance of all landscape structures pertaining to the subdivision. Such structures include, but are not limited to, the gates, stone walls, and fences in the Open Space or in the Meadow Open Space. The Association may, in its discretion, contract on an annual basis for landscaping or other services necessary or advisable to complete such maintenance. Maintenance of landscaped areas shall include the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth. The use of pesticides and herbicides of a non-natural nature shall be avoided whenever natural alternatives are available.

2.2.6 Open Space. The Association shall be the fee simple owner of the Open Space and shall determine its use and maintenance, as need be, but subject to any restrictions, easements or covenants as may be granted to others.

2.2.7 Financial Obligation for Maintenance. The Owners shall be obligated to pay for the foregoing maintenance and repair obligations and such other and further expenses as are incurred by the Association in carrying out its responsibilities and fulfilling its obligations hereunder. The Owners shall, in accordance with the provisions of Section 4 hereof, annually establish a fee to be assessed to themselves and placed in a fund to pay for such work, said fee to be based on a good-faith estimate of total anticipated costs and expenses for the upcoming year, as well as liability insurance and an allowance for future replacement costs for capital improvements and emergency situations which may arise.

2.2.8 Association's Failure to Perform Maintenance as Required. In the event the Association at any time and from time to time, and for whatever reason fails to maintain, repair, replace, or operate, as necessary or advisable and in the sole discretion of the Town of Lincoln, acting by or through any board or department thereof, the Common Roadway, the Drainage Facilities, or the Open Space, in accordance with the provisions hereof, then said Town shall notify the Association in writing of its intention to undertake the necessary repairs or replacements thirty (30) days prior to doing so. If the Association has not taken steps to remedy the situation then the Town of Lincoln acting directly or indirectly (by or through any board or department thereof or contractor engaged thereby) through such department may undertake such repair, replacement or maintenance. The cost thereof shall be determined by the Town Assessor and shall be assessed, according to the percentages outlined herein, to the Owners. Such assessment shall be in the nature of a betterment. Such

assessment may, in the sole discretion of the Town of Lincoln, be added to the real estate tax bill issued for each or any Lot or may be billed to such Owner directly and separately and from time to time. All such assessments and bills therefor shall be due and payable within thirty (30) days from mailing thereof and failure to pay such assessments or bills within such thirty (30) day period shall, automatically and without the need for further action on the part of the Town of Lincoln, arise as a lien against any such Lot failing to pay in accordance with the provisions hereof. By accepting and recording a deed from the Developer, each Owner hereby acknowledges and agrees to pay, in accordance with the provisions hereof, any and all such assessments and/or bills, which shall be, upon issuance thereof by the Town of Lincoln, a lien in the nature of a betterment assessment. Any such lien, which arises, shall constitute security for the recovery of such sums due and the Town shall be entitled to recover its costs of collection thereof, including reasonable attorney's fees and disbursements.

SECTION 3 RESTRICTIONS AND COVENANTS

3.1 Land Use

3.1.1 No Lot shall be used in a manner which fails to conform to the Special Permit or applicable wetlands laws.

3.1.2 Lawns are limited to the area within the Limit of Disturbed Area as shown on the Plan. Site preparation is prohibited until after the issuance of a building permit for the relevant construction.

3.2 Design Review

3.2.1 Each Lot Development Plan shall be submitted to the Developer for review and approval, along with a timetable for construction.

3.2.2 Review and approval by the Developer shall include, but not be limited to, siting of a structure on a Lot, architectural style and design, size, engineering considerations, exterior materials and colors, and landscaping plans and shall not be unreasonably withheld. Any submittal for approval not approved within 45 days from a complete submittal in accordance with the provisions herein shall be deemed to have been fully approved.

3.2.3 Disputes between the Developer and Owners as to design shall be resolved by arbitration. The arbitrator shall be a licensed architect. The arbitrator's fee shall be paid by the Owner. The arbitrator shall be selected by agreement between the Owner and the Developer. If they are unable to agree, then each shall choose an architect, and those two shall select a third architect, who shall act as the arbitrator. Any meetings or hearings for the arbitration shall take place in Lincoln, Massachusetts. The arbitrator may issue his decision in whatever form he deems fit. All matters of procedure shall be at the discretion of the arbitrator, provided, however, that the arbitrator shall decide the matter within 60 days, unless the parties agree otherwise.

3.2.4 Lot Development Plans shall conform to the following criteria:

- The dwelling must fit within the building envelope for that Lot as depicted on the Plan.
- Gross Floor Area on a Lot shall be not less than 3,000 square feet, and not more than 6,500 square feet. However, this limitation shall not apply to Lot 11.

- The septic design must conform to the dimensions allotted for the septic system for that Lot as depicted on the plan and approved by the Board of Health.

- The grading plan for the Lot must not significantly encroach on the limit of disturbed area as depicted on the Plan.

- The proposed dwelling conforms to the Architectural Guidelines attached hereto as Exhibit A and incorporated herein.

3.3 Construction

3.3.1 Any construction, alteration of existing construction, or reconstruction shall at all times comply with the provisions of the Plan.

3.3.2 All structures erected on any Lot shall be completed as to their exteriors in a timely and expeditious manner, and within nine (9) months of commencement of construction. Landscaping, grading, walkways and driveways shall be completed within three (3) months of completion of the structure's exterior unless weather conditions preclude the same, in which case such work shall be completed as expeditiously as possible.

3.3.3 During construction all materials shall be kept neatly piled and all debris placed in containers on a daily basis.

3.3.4 No such construction shall involve any exterior work prior to 8:00 AM or after 5:00PM of any day and no such work shall be undertaken on Sundays or in violation of any rules, regulations, by-laws, ordinances, requirements or recommendations of any Board or Department of or of the Town of Lincoln.

3.4 Maintenance

3.4.1 Owners shall maintain their respective Lots in an orderly and clean manner and shall promptly dispose of all refuse, garbage and other waste in a sanitary fashion.

3.4.2 No building or improvement shall be left with an unfinished exterior, except during the construction of a home on a Lot, and then only for a period not to exceed twelve (12) months. The exterior of all buildings and other improvements on the Lot shall be kept in a good state of repair and maintenance.

3.4.3 The grounds of each Lot shall be maintained in a neat and attractive manner with neatly trimmed lawn areas and freshly barked and weeded shrub areas, free of any dead trees, dead shrubs, other dead plants, trash, debris, brush, scrap of any kind or garbage. The Association shall enforce this requirement and charge the cost of any required maintenance work and such enforcement and legal fees to the Owner not adhering to this requirement, said charge shall constitute a lien on the Lot enforceable by means of recording said lien against the title of said property with the Middlesex Registry of Deeds.

3.4.4 Areas outside of the "Limit of Disturbed Area" as shown on the Plan, shall be kept in a substantially natural, wooded condition. Lawns and formal gardens shall be restricted to the areas within the "Limit of Disturbed Area" as shown on the Plan.

3.4.5 All structures on each Lot shall be maintained in a neat and attractive manner with no peeling paint, loose or missing doors or exterior trim, or any unrepaired damage or lack of maintenance affecting the exterior appearance of any structure. The Association shall enforce this requirement consistent with law and charge the cost of any required maintenance work and such enforcement and legal fees to the Owner not adhering to this requirement, said charge shall constitute a lien on the Lot enforceable by means of recording said lien against the title of said property with the Middlesex Registry of Deeds.

3.5 Prohibited Uses

The following uses are prohibited on any Lot:

3.5.1 No structure or Lot shall be used for conduct of any trade or business of any nature that involves any outward appearance indicating a business is located therein, including but not limited to the parking of more than two motor vehicles not owned by the Owner outside any dwelling or garage, any erection of any sign, including those denoting a professional office.

3.5.2 No animals shall be kept on a Lot for commercial purposes, nor, if kept for residential purposes, in any manner so as to be unreasonably offensive to, or create a nuisance.

3.5.3 No dwelling shall be used for any trade, business, profession, commercial activity or other occupation, except as maybe customarily operated within a private residence and as otherwise permitted under the Lincoln Zoning Bylaws and under applicable state laws. In no event, shall a Lot be used for an unlawful purpose or in any unlawful manner.

3.5.4 No "Off Highway Recreational Vehicle", as defined by the Massachusetts Registry of Motor Vehicles shall be operated on any Lot, the Trail Easement, the Open Space or the Meadow Open Space.

3.5.5 Excavation of any type of material with the exception of small amounts of material reasonably necessary for the care and maintenance of landscaping or the construction of a permitted structure or the installation of utilities.

3.5.6 Parking, storage, placement or maintenance of any business truck, commercial vehicle, unregistered vehicle, all-terrain vehicle, snowmobile, construction equipment or trailer, boat or boat trailer, camper, recreation vehicle unless said items are parked or stored inside a garage or other approved structure except:

- Such items may be parked for up to a 48-hour period, but in no event more often than one 48-hour period each month, and
- Trucks or equipment used to perform construction or reconstruction work on any Lot are specifically exempted during the period of construction or reconstruction only.
- Placement or storage of building materials outside an enclosed structure unless such materials are pursuant to an approved construction or reconstruction.

3.5.7 Keeping, maintaining or breeding or raising hogs, pigs, goats, sheep, poultry or fowl, mink or other fur-bearing animal, reptiles or birds, circus-type animals or any exotic-type animal not normally kept as a domesticated house pet.

3.5.8 Installation of any cesspool or other sewage disposal system not in conformity with then current Commonwealth of Massachusetts Title V requirements.

3.5.9 No bulldozer, excavator or other tracked or cleated vehicle or equipment owned or contracted for by said Owner may travel on, cross or unload on any paved way within the subdivision, nor may any such equipment be operated in a manner that results in any damage to facilities owned by the Town of Lincoln or maintained by the Association.

3.5.10 Installation or maintenance of exterior lighting of such intensity that the same unreasonably disturbs any other resident of the development.

3.5.11 Alteration of the exterior materials or color of any structure without the prior approval of the Developer during the time the Developer remains the Owner of any Lot in the subdivision.

3.5.12 No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon that constitutes a nuisance.

3.5.13 The grading of any Lot may not be changed in any manner that will cause an adverse effect on any adjacent Lot(s), excepting only temporary grading in connection with construction of a structure, which temporary grading shall be kept to a minimum in both effect and time.

3.5.14 No Lot shall be clear-cut and no Owner may remove a significant portion of the vegetation thereon, or start site preparation, prior to issuance of a Building Permit for construction of a structure, which, if applicable, has been approved in accordance with the provisions of this Section.

3.5.15 Excepted from these provisions is Lot 11 and the structures thereon in their capacity as a farm.

3.6 Prohibited Structures

3.6.1 No outside toilets or lavatories shall be permitted. Each resident shall have a sewage disposal system, which shall comply with all applicable laws. The Owner of the Lot shall not cause or allow waste of any kind to directly or indirectly overflow and create noxious odors or seep or flow onto the land of adjoining Owners.

3.6.2 Any oil, gas or liquid fuel tank shall be installed in compliance with all applicable laws and regulations, and shall not be visible from either public ways or other Lots.

3.6.3 No incinerators shall be erected.

3.6.4 Garbage and trash containers and bottled gas tanks must be kept within a basement or placed in suitable walled or screen areas so as not to be visible from any of the Common Roadways or other Lots.

3.6.5 No wall, screen or fence erected at a boundary shall be constructed with a height of more than six (6) feet above ground, except within thirty feet of the property line abutting Route 2.

3.6.6 Private swimming pools and tennis courts or similar outdoor facilities, if constructed or installed, shall be constructed, installed and conducted in accordance with the Lincoln Zoning Bylaws and applicable state laws, as such applicable laws may be amended from time to time.

3.6.7 No temporary building, trailer, temporary shed, tent or other temporary structure shall be erected or placed on the Lot, except:

- A temporary camping type tent for the occasional overnight use of minor children or relatives of an Owner is specifically exempted, provided such tent is not permitted to remain erected for more than one week at any time, and

- A house trailer, temporarily placed as a result of a significant casualty loss to a dwelling, while said dwelling is being reconstructed, provided all permits necessary from the Town of Lincoln for such temporary use are obtained.

3.6.8 No sign or advertising shall be displayed on a Lot or structure thereon which is visible from the Common Roadway, except that one sign advertising the property for sale shall be permitted upon any Lot which is offered for sale, and that signs bearing the street name may be displayed at the intersection of Road A and Lexington Road and that the intersection of Road A and Road B, in locations that do not interfere with ingress and egress. This provision shall not prohibit customary signs with the address of a Lot. The provision also shall not prohibit a sign on Lot 11 advertising it as a farm.

3.6.9 No satellite or other dish antenna of any nature or kind shall be placed directed or maintained on a Lot unless it is placed in a suitably walled or screened area so as not to be visible from either the Common Roadway or other Lots. Notwithstanding the foregoing, a satellite or other dish antenna, which is less than 30 inches in diameter, may be affixed to the house on a Lot.

3.6.10 No so-called "above ground swimming pools" shall be placed, installed constructed or maintained on a Lot.

3.6.11 No earth, stone or gravel, which is distributed on the Lot for foundation purposes or otherwise, shall be allowed to remain on the Lot in any unsightly manner.

3.6.12 No gravel, loam, compost, leaves fertilizers or other mineral waste product or commodity shall be maintained or stored within twenty-five (25) feet of adjoining Lots or the Trail Easement.

SECTION 4 HOMEOWNER'S ASSOCIATION

The Reiling Pond Homeowners Association shall be organized as follows:

4.1 Officers. The Owners shall vote as specified below, at each Annual Meeting to elect a President, Treasurer and Clerk, each of whom shall serve for one year or until their respective successors are elected. One Owner may hold more than one position at any time and all Officers shall be Owners. The Officers shall be elected from and by the members of the Association.

- President. The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Association, and shall have the general powers and duties which are incidental to the office of President of a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts and shall have such other powers as the Owners may from time to time designate.

- Treasurer. The Treasurer shall, subject to the direction of the Owners, have general charge of the financial affairs of the Association and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the Association, except as the Owners may otherwise provide. The Treasurer shall take the place of the President whenever the President is absent or unable to perform his duties and shall have the general powers and duties which are incidental to the office of Treasurer of a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts and shall have such other powers as the Owners may from time to time designate.

- Clerk. The Clerk shall keep a record of the meetings of the Association. The Clerk shall keep or cause to be kept in at the principal office of the Association or at his office, the records of the Association in which are contained the names of all Owners and the record address, and the Lot held by each and shall have the general powers and duties which are incidental to the office of Clerk of a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts and shall have such other powers as the Owners may from time to time designate.

4.2 Meetings The annual meeting of the Association shall be held on the first Wednesday of December in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at an hour is fixed by the Owners or the President and stated in the notice of the meeting, or at such other time and on such other date as is determined by the Owners. The purposes for which the annual meeting is to be held may be specified by the President. In lieu of an annual meeting held in accordance with the foregoing provisions, a special meeting may be held, and any action taken at such meeting shall have the same effect as if taken at the annual meeting. Special Meetings may be convened upon petition of at least three (3) Owners. Notice of meetings shall be mailed or delivered to each Owner at least ten (10) days before the meeting date and shall give a brief description of the agenda items to be discussed. Meetings may be held in a convenient location in the Town of Lincoln or in its immediate surrounds. Notice of the time, place or purposes of any annual or special meeting need not be given to any Owner entitled to notice thereof, if such Owner, or his or her attorney thereunto authorized, waives such notice by a writing executed before or after the meeting, which is filed with the records of the meeting.

At any meeting of the Owners, the presence in person or by proxy of the Owners of a majority of the Lots shall constitute a quorum. The vote of a majority of any quorum shall be sufficient to transact business unless otherwise provided by law, or hereby.

Each Owner shall have one vote for each Lot owned but there shall be only one vote cast per Lot. If there is more than one Owner of any given Lot, such joint Owners shall designate one of them to vote as the Owner. Owners entitled to vote may vote either in person or by written proxy dated not more than six months before the meeting named therein. Proxies shall be filed with the Clerk. Except as otherwise limited therein, proxies shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to a Lot held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the Association receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of an Owner shall be deemed valid unless challenged at or prior to its exercise.

When a quorum is present, the Owners of a majority of the Lots present or represented and voting on a matter, except where a larger vote is required by law or this instrument, shall decide any matter to be voted on by the Association. Any election by Owners shall be determined by a plurality

of the votes cast by the Owners entitled to vote at the election. No ballot shall be required for such election unless requested by an Owner present or represented at the meeting and entitled to vote in the election.

Any action to be taken by the Association may be taken without a meeting if all Owners entitled to vote on the matter consent to the action by a writing filed with the records of the Association. Such consent shall be treated for all purposes as a vote at a meeting.

4.3 Common Expenses And Assessments Against Owners.

The fiscal year of the Reiling Pond Homeowners' Association shall be the twelve month period commencing on January 1st each year and terminating on December 31st. The fiscal year herein established shall be subject to change by the Board of Directors.

Each year, the Association shall adopt a budget for the Reiling Pond Homeowners' Association containing an estimate of the total amount which it considers necessary to pay the costs of the Association's obligations. Such budget shall also include such reasonable reserves the Association considers necessary to provide general operating reserves and reserves for contingencies and replacements. The Association shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Owner, at least fifteen (15) days in advance of the fiscal year to which the budget applies.

Assessments shall be made upon the Owners pursuant to the budget adopted by the Association and in the manner provided by this instrument. The Treasurer shall maintain accurate and complete records and render proper statements with respect thereto. The Treasurer shall maintain an escrow account against anticipated costs of maintenance, repair and replacement in an amount which represents, from time to time, the amount necessary to maintain the Common Roadway and Open Space for a period of one year. And shall issue statements to the Owners at least once annually for their respective share thereof. All such assessments shall be due and payable to the Treasurer within ten (10) days if issuance thereof. The Treasurer may include in such assessments such other amounts as are reasonably necessary of advisable for the operation of the Association, including, but not limited to, premiums for insurance acquired for the benefit of the Association. At least ten (10) days prior to each Annual Meeting of the Association, the Treasurer shall prepare and distribute to the Owners a statement of the financial affairs of the Association for the prior year.

The common expenses of the Association shall be assessed equally to the owners on a pro rata basis. All Owners shall be obligated to pay the common expenses assessed by the Association pursuant to the provisions of this instrument. No Owner may exempt himself from liability for his contribution by abandonment of his Lot. No Owner shall be liable for the payment of any part of the common expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot or successor-owner by virtue of such transfer or other conveyance shall be jointly and severally liable with the selling owner for all unpaid assessments against the Lot expenses up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling owner the amounts paid by the purchaser therefore; provided, however, that any such selling owner or purchaser shall be entitled to a recordable statement from the Association setting forth the amount of unpaid assessments against the Lot conveyed, subject to a lien for any unpaid assessments in excess of the amount therein set forth; failure to furnish or make available such a statement within twenty-one (21) days from receipt of such request shall extinguish the lien for any unpaid assessments. Payment of a fee of Ten ($10.00) Dollars shall be required as a prerequisite for issuance of such

statement. If a mortgagee of a first mortgage of record or purchaser of a Lot obtains title to the Lot as a result of foreclosure of first mortgage, or through the enforcement of any other remedies provided for in the mortgage, or by virtue as successors and assigns shall not be subject to a lien for the payment of common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies. Such unpaid share of common expenses assessed prior to the acquisition of title to such Lot by such mortgagee or purchaser pursuant to the aforesaid remedies shall be collectible from all Owners, including the purchaser of first mortgagee in proportion to their respective votes in the Reiling Pond Homeowners' Association.

The Treasurer shall, upon request of any Owner, issue a Certificate of No Unpaid Liens or Charges, in recordable form, certifying to the financial status of any Owner or Lot.

4.4 Developer's Role After Conveyance of All Lots.

Declarant shall be the Reiling Pond Homeowners' Association until conveyance of all Lots. Until the Developer has conveyed out all of Lots 1 through 11, the Developer shall be the Reiling Pond Homeowners' Association and may take all actions as if the Developer owned all of the Lots but shall take no action which will impose on an Owner, other than the Developer, a burden greater than the Owner's pro rata share of the Association charges or expenses. Within six (6) months after the conveyance of all of Lots 1 through 11, the Developer shall call the first meeting of the Association for the purpose of election of the Officers. Thereafter, each annual meeting shall be held as provided in this instrument.

SECTION 5 GENERAL PROVISIONS

5.1 Enforcement

5.1.1 Any Owner may enforce this instrument against any person violating or attempting to violate any covenant. Failure to enforce shall not be construed as a waiver.

5.1.2 Each and every Owner of a Lot shall have the right to enforce the obligations of the Association to maintain, repair, replace and operate, as necessary or advisable, and in accordance with the provisions of this instrument, the Open Space, Common Roadway, Drainage Facilities and other facilities to be maintained by the Association, at law or in equity.

5.1.3 Each and every Owner shall have the right to enforce the provisions of any rules and regulations promulgated by the Association as provided herein.

5.1.4 No Owner shall be liable hereunder except for his own acts, omissions or defaults while Owner of a Lot or any interest therein.

5.1.5 The liens referenced in this Declaration may be enforced by the Developer, the Town of Lincoln or the Association, as the case may be, by filing the appropriate instrument(s) with the Middlesex Registry of Deeds to cause said liens to be placed against the title of the property. The amount necessary to discharge the liens must be paid, at the latest, when the title to a Lot subject to any such lien is next conveyed.

5.2 Amendment

5.2.1 For so long as the Developer owns any Lot, the provisions of this Declaration may only be modified, amended or revoked, in whole or in part, subject to the Special Permit, by a written instrument executed by the Developer and recorded with the Middlesex South District Registry of Deeds. Following the Developer's conveyance of the last Lot under the Developer's control, the provisions of this Declaration may only be modified amended or revoked, in whole or in part, by a written instrument executed by the Association, pursuant to a vote of the Owners, as provided herein, and subject to the Special Permit, and recorded with the Middlesex South District Registry of Deeds.

5.2.2 The terms and provisions of this instrument relating to the operation of the Association may be amended or otherwise modified from time to time by an instrument in writing signed by Owners of three-quarters of the Lots (with one vote per Lot) except as otherwise provided herein, which amendment shall be effective upon recordation at the Middlesex South District Registry of Deeds.

5.3 Merger

5.3.1 If any of the Lots come under common ownership in whole or in part the rights and easements granted in this Agreement shall not be extinguished under the doctrine of merger or otherwise by reason thereof, unless such extinguishment is expressly intended and memorialized in an instrument recorded with the Middlesex South District Registry of Deeds.

5.4 Severability

5.4.1 The invalidation by any court of any covenant or restriction contained herein shall not in any way affect any of the other covenants or restrictions which shall remain in full force and effect.

5.4.2 If any covenant, easement, restriction, reservation or agreement herein contained shall be held to be invalid by any court of proper jurisdiction, such provision shall be modified to the smallest extent possible to allow it to be and become enforceable and such invalidity shall in no way affect any other covenant, easement, restriction, reservation or agreement contained herein.

5.5 Governing Law

5.5.1 This Declaration shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Lots unless otherwise provided herein, and shall be for the benefit of each Lot and the Owners thereof. An Owner shall be fully discharged and released from liability under this Declaration upon ceasing to own an interest in any Lot and upon paying all sums owned and performing all obligations hereunder. Each Owner by accepting delivery of a deed subject to this Declaration or executing assent to this Declaration agrees and covenants that the terms and conditions of this Declaration are reasonable and agrees to be bound thereby.

5.5.2 No provision in this Declaration is intended to be in violation or derogation of any Town of Lincoln Bylaw, ordinance or regulation, or Commonwealth of Massachusetts's statute, law or regulation. In the event of any conflict, the law shall prevail; however, where a provision herein is more restrictive than the law, but not illegal under the law as set forth by the nature of this Declaration, then the provision herein shall stand. In the event any alleged ambiguity involving any provision of this Declaration, the more restrictive interpretation shall apply.

5.6 Subordination Clause

5.6.1 Any lien provided for in this Declaration shall be subordinate to the lien of any first mortgage of the Lot in question to any bank or other lending institution; provided, however, that any such mortgagee then in possession and any purchaser at any foreclosure sale or who otherwise takes title by or through the claim of any such mortgagee, and all persons claiming under said lien shall hold such property subject to the obligations and liens set forth in this Declaration.

5.7 Miscellaneous

5.7.1 It is expressly provided that the agreements, covenants, reservations, restrictions and easements contained in this Declaration are to run with the land in perpetuity and inure to the benefit of the Lots except as may be amended by the Developer or the Owners as provided herein.

5.7.2 It is the intent of this instrument to assure the fair and harmonious operation of the Association for the benefit of each and every Owner. Therefore, this instrument is to be liberally construed to effectuate its purpose.

5.7.3 Nothing in this Declaration shall operate in any way to restrict the Developer or any Owner, person, firm or corporation from contracting with the Developer or the Association, as the case may be, to perform any of the maintenance work or snow plowing necessary to fulfill the maintenance requirements contained in this Declaration.

5.7.4 Nothing in this Declaration shall operate in any way to restrict the Developer or any agent, person, firm or corporation, while acting on behalf of the Developer, in its real estate business during the course of the development of the subdivision and sale of the Lots.

5.7.5 The Developer, or the Association as the case may be, shall upon written request issue a certificate setting forth the current status of payments due from or any liens in place on, any Lot within the development, and such certificate shall, when recorded, be binding upon the Developer or Association as of the date of such certificate.

5.7.6 A certificate signed by the Developer, or the Association as the case may be, relating to compliance with the covenants, easements, restrictions, reservations or agreements as required by the Declaration shall be conclusive evidence as of the date of such certificate against all persons of the truth of the facts therein stated.

5.7.7 It is anticipated that a Massachusetts corporation entitled "Reiling Pond Homeowners' Association, Inc.", or a name somewhat similar thereto or such other name as is authorized by the Secretary of the Commonwealth of Massachusetts, will be formed and that it will undertake on behalf of the Association many of the duties and responsibilities set forth herein. The officers of such corporation may, at the option of the Association, act for the Association.

5.7.8 The title headings as to the contents of particular sections are inserted only as a matter of convenience and for reference, and in no way are intended to be part of this Declaration or in any way define, limit or describe the scope of intent of the particular section or paragraph to which they refer.

5.7.9 All notices and requests directed to the Developer shall be addressed to Hobbs Brook Farm Property Company LP, Hobbs Brook Farm, 268 Cambridge Turnpike, Lincoln, MA 01773, or to

such other address as may hereafter be designated, and notices directed to an Owner shall be addressed to the street number of said Owner's property or to any address designated by such Owner in writing.

In Witness Whereof, Declarant has caused this Declaration to be executed under seal this 6th day of May, 2003.

Hobbs Brook Farm Property
Company Limited Partnership
By: The Hobbs Brook Corp., General Partner

By: _____
Christina Reiling Breiter, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss May 8, 2003

Then personally appeared the above-named Christina Reiling Breiter, President of The Hobbs Brook Corporation, as the General Partner of Hobbs Brook Farm Property Company Limited Partnership and acknowledged the foregoing instrument to be her free act and deed, as President of the General Partner of the Partnership, before me.

_____
Notary Public: Amy L. Fracassini
My Commission Expires: 12-2-2005

EXHIBIT A

ARCHITECTUAL GUIDELINES

Goals of these architectural guidelines:

1. To preserve the rural New England character of the site,
2. To encourage high quality design solutions, which are compatible with the existing farm buildings on the site and which contribute to the excellence of the visual landscape,
3. To ensure that new houses reflect the traditions and qualities of historic Lincoln,
4. To preserve the spacious character of the rural landscape, and
5. To prevent the use of generic suburban residential designs that undermine and dilute the nature and character of Lincoln

It is highly recommended that each house be specifically designed for each particular site by a registered architect with a demonstrated ability in designing New England rural houses. Developing house designs from plan books is strongly discouraged, unless the plan in question is of extremely high quality and effortlessly matches the guidelines that are listed below. Generic suburban house designs, or designs that do not reflect the local vernacular traditions of the Lincoln area, are not acceptable.

Examples of Appropriate New England Rural House Styles

- Colonial period farmhouses
- Greek revival farmhouses
- Queen Anne Victorian farm houses
- Shingle Style country houses
- Wood frame New England barn style houses

Approval Process

1. Provide preliminary design drawings consisting of the following for initial design review including the following: site plan with house location, driveway, and septic system located, floor plans, and exterior elevations.

2. For Final Design Approval provide completed site plan along with completed, stamped architectural construction documents. These documents must include the following:
   a. Floor plans
   b. Exterior elevations
   c. Exterior wall details
   d. Outline specifications
   e. Exterior paint colors
   f. Landscape plan

Design Objectives

1. Appropriate Exterior Materials
   a. White or red cedar shingle, painted, stained or pre-bleached. Untreated white or red cedar shingles are discouraged except on roofs.
   b. Painted or stained wood clapboards
   c. Painted wood running and standing trim
   d. Wood or aluminum clad wood windows (if clad, white only)
   e. Field or river stone veneer with a minimum thickness of 4".
   f. Textured architectural asphalt roof shingles essentially gray in color
   g. Plain or lead coated copper roofing
   h. Red cedar roofing
   i. Slate or synthetic slate roofing
2. Unacceptable Exterior materials
   a. Vinyl siding and trim
   b. Vinyl windows
   c. Monochromatic and or flat asphalt shingle roofing
   d. Veneer brick above the first floor water table
   e. Stucco or EIFS siding
   f. Manufactured leaded glass windows in doors or sidelights
   g. Windows with removable muntins
3. Suggested Exterior Details
   a. Articulated roof rakes and eaves.
   b. Rake projections of not less than 3 inches (Gable ends)
   c. Eave projects of not less than 12 inches
   d. Exterior door and window casings of not less than 4.5 inches in width and 1.125 inches deep
   e. Exterior doors shall be painted or stained mahogany, cherry, or walnut
   f. Water tables
   g. Windows with fixed divided lights, lower sash of double hung windows do not have to be divided when appropriate
   h. All roof pitches to be consistent with architectural styles listed above
   i. Columns and pilasters to be Doric or Tuscan only.
   j. Round columns shall be classically proportioned with entasis.
   k. Style of posts and pilasters shall be consistent with recommended architectural styles.
4. Suggested Architectural Features
   a. Porches
   b. Dormers
   c. Barn style garage doors
   d. Semi detached or fully detached garage structures
5. Site Design Considerations
   a. The house should be located and oriented so as to harmonize with natural site features and surrounding houses.
   b. The house should be designed to mitigate the appearance of mass.
   c. The front door of the house shall face the road.
   d. Garage doors and aprons shall be situated and screened so as to minimize their visual impact on the front view of the house and the view from adjacent houses.

AGREEMENT AND ASSENT

The undersigned, being the owners of that certain parcel of land in Lincoln, Middlesex County, Massachusetts, being shown as parcel containing 151,626 square feet on a plan entitled, "Plan of Land in Lincoln, Mass. June 22, 1937, Fred A. Joyce, Surveyor", recorded with the Middlesex South District Registry of Deeds as Plan 758 of 1937, in Book 6141, Page 112, which parcel of land is part of the land shown on a subdivision plan of land entitled, "Hobbs Brook Farm Cluster Design Plans In the Town of Lincoln, Massachusetts, Middlesex County," dated March 3, 2003, prepared by Design Consultants, Inc., hereby assent to the recording of the aforesaid Declaration of Easements, Covenants, Restrictions and Homeowners' Association Governing the Hobbs Brook Farm Cluster Subdivision - Lincoln, Massachusetts, dated May 8, 2003, and agree, for ourselves and for our successors and assigns, to be bound to the terms thereof and to subject the said parcel to the Declaration of Easements, Covenants, Restrictions and Homeowners' Association as fully and completely as if we had executed the same.

For title, see Deed of Wilhelmina G. Flanagan to Frank Panetta and James Panetta dated August 25, 1964, recorded with the Middlesex South District Registry of Deeds in Book 10645, Page 112; The Frank Panetta Trust of 1989 recorded with said Deeds at Book 27469, Page 001; Deed from Rosemary D. Panetta to Frank J. Panetta, Trustee of Lexington Road Realty Trust, u/d/t dated March 4, 2003, which Trust is recorded with said Deeds as Instrument No. 23 of March 7, 2003 and which deed is recorded with said Deeds as Instrument No. 24 of March 7, 2003; and Deed from Theresa J. Panetta and Michael T. Sokolski, Trustees of The Frank Panetta Trust of 1989 to Frank J. Panetta as Trustee of Lexington Road Realty Trust, dated April 23, 2003, and recorded with Middlesex South District Registry of Deeds on April 30, 2003 as Instrument No. 1243.

EXECTUED under seal this 12 day of May, 2003.

Frank J. Panetta, Trustee of Lexington Road Realty Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss May 12, 2003

Then personally appeared the above-named Frank J. Panetta, Trustee of Lexington Road Realty Trust, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed before me.

Notary Public MARY J. O'CALLAGHAN
My Commission Expires:
Sept 27, 2007

AGREEMENT AND ASSENT

The undersigned, being the owners of that certain parcel of land in Lincoln, Middlesex County, Massachusetts, being shown as Lot No. 3, containing 641,814 square feet on a plan of land entitled "Plan of Land in Lincoln, MA prepared for Hobbs Brook Farm Property Company Limited Partnership, dated April 26, 200o", prepared by Design Consultants, Inc. of Somerville, MA, recorded with Middlesex County Registry of Deeds as Plan No. 844 of 2000, as recorded in Book 31668, Page 263, which parcel of land is part of the land shown on a subdivision plan of land entitled, "Hobbs Brook Farm Cluster Design Plans In The Town Of Lincoln, Massachusetts, Middlesex County," dated March 3, 2003, prepared by Design Consultants, Inc., hereby assent to the recording of the aforesaid Declaration of Easements, Covenants, Restrictions and Homeowners' Association Governing the Hobbs Brook Farm Cluster Subdivision - Lincoln, Massachusetts, dated May 8, 2003, and agree, for ourselves and for our successors and assigns, to be bound to the terms thereof and to subject the said parcel to the Declaration of Easements, Covenants, Restrictions and Homeowners' Association as fully and completely as if we had executed the same.

For title, see deed Christina Reiling Breiter to Hans Breiter and Christina Reiling Breiter, dated January 8, 2003, and recorded in the Middlesex South District Registry of Deeds as Instrument No. 79 on January 27, 2003.

Executed under seal this 9th day of May, 2003.

Christina Reiling Breiter

Hans Breiter

COMMONWEATLH OF MASSACHUSETTS

Middlesex, ss.

May 9, 2003

Then personally appeared the above-named Christina Reiling Breiter and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public My commission expires Jan. 15, 2004

My Commission Expires:_____

COMMONWEATLH OF MASSACHUSETTS

Middlesex, ss.

May 9, 2002

Then personally appeared the above-named Hans Breiter and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Notary Public My commission expires Jan. 15, 2004

My Commission Expires:_____