

COVENANT

In consideration of the Lexington Planning Board having approved a definitive site development plan entitled "Definitive Subdivision Plan, Balanced Housing Residential Development, 435-439 Lincoln Street, Located in Lexington, Mass., (Middlesex County) prepared by Sullivan Engineering Group, LLC, P.O. Box 2004, Woburn, Mass. 01888, prepared for North Shore Residential Development, Inc., dated November 20, 2015" consisting of 12 sheets, to be recorded herewith, without requiring a performance bond or other surety, and in consideration of one (\$1.00) dollar in hand paid, receipt whereof is hereby acknowledged, North Shore Residential Development, Inc. (hereinafter referred to as the "Developer" and the "Owner"), who is the owner in fee simple of all the land included in the aforesaid subdivision, hereby represent, covenant and agree with the Town pursuant to Massachusetts General Law, Chapter 41, Section 81U, as amended as follows:

1. The Owner is the owners in fee simple of all the land included in the aforesaid premises. There is one mortgage on the premises to the East Boston Savings Bank.
2. This Covenant shall run with the land included in the aforesaid subdivision and shall operate as a restriction upon said land.
3. Municipal services required to serve the lots in said development shall be installed and constructed as shown on the definitive plan and in accordance with the Subdivision Regulations adopted by the Lexington Planning Board, with such modifications or conditions, if any, as have been imposed by the Planning Board, such modifications or conditions being set forth in a Special Permit Decision dated _____ to be recorded herewith, before such lot may be conveyed other than by a mortgage deed; provided that a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of such premises or part thereof may sell any such lot subject to the limitation that no lot shall be conveyed until such services have been provided to serve such lot; and provided further that nothing herein shall be deemed to prohibit a conveyance by a single deed, subject to this Covenant, of either the entire parcel of land shown on said plan or of all lots shown on such plan not previously released by the Planning Board.

4. Reference to this Covenant shall be entered upon the plan and this Covenant shall be recorded when said plan is recorded.
5. Lots within the subdivision may be released from the foregoing conditions only upon the recording of a written release executed by a majority of the Planning Board and specifically enumerating the lots to be released thereunder.
6. This Covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the Developer and Owners.

Executed as a sealed instrument this _____ day of _____, 2016.

NORTH SHORE RESIDENTIAL
DEVELOPMENT, INC.

By: _____
Ronald A. Lopez, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Ronald A. Lopez, as President and Treasurer of North Shore Residential Development, Inc., a corporation, proved to me through satisfactory evidence of identification, which was in the form of a state issued drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires: