

BOOK 19402 P 540
 BOOK 19430 P 587
 BOOK 18811 P 540
 BOOK 19226 P 287

BOOK 15024 PG 537

BOOK 19469 P 445

QUITCLAIM DEED

The TOWN OF LEXINGTON, County of Middlesex, Commonwealth of Massachusetts, a municipal corporation (the "Grantor") having offices for the transaction of business at 1625 Massachusetts Avenue, Lexington, Massachusetts acting by and through its Board of Selectmen by the authority of the vote adopted by the Inhabitants of the Town of Lexington under Article 2 at the Special Town Meeting held on February 14, 1983, a certified copy of which is annexed hereto, and by virtue of the authority granted under Chapter 40 Section 3 of the Massachusetts General Laws, as amended, IN CONSIDERATION of Two Hundred and Thirty-Eight Thousand Dollars (\$238,000.00) cash and other good and valuable consideration, the total value of which is equal to FOUR HUNDRED AND THIRTY-THREE THOUSAND DOLLARS (\$433,000.00), PAID by R. Kirk Noyes, as Trustee of Muzzey Realty Trust under declaration of trust dated June 11, 1984, recorded herewith (the "Grantee") having offices for the transaction of business at 92 Main Street, Gloucester, Massachusetts, the receipt of which is hereby acknowledged, and in consideration of the conditions, covenants and restrictions set forth below HEREBY GRANTS, conveys and delivers to R. KIRK NOYES, AS TRUSTEE OF MUZZEY REALTY TRUST under declaration of trust dated June 11, 1984, recorded herewith, with QUITCLAIM COVENANTS, the following described premises:

That certain parcel of land (the "Land") with the building (the "Building") and other improvements thereon (the Land, the Building and other improvements being sometimes collectively referred to herein as the "Property") situated in Lexington, Middlesex County, Massachusetts. The Land is designated as Lot #1 on a plan (the "Plan") entitled "Plan of Land in Lexington, Mass. Drawn for Sidney Noyes Anderson Inc." dated August, 1983, prepared by Merrimack Engineering Services, to be recorded herewith in the Middlesex South District Registry of Deeds. The Land is more particularly bounded and described according to the Plan as follows:

Beginning at a point in the easterly side-line of Massachusetts Avenue at the westerly corner of said Lot #1 as shown on the Plan, such point being marked "DH.END.";

THENCE N 65°-34'-31" E by land now or formerly of Russel Square Condominium, a distance of four hundred sixty-one and 47/100 (461.47) feet to a point;

THENCE Southeasterly by land now or formerly of Boston & Maine R.R. along a curve to the right with a radius of 2,818.68 feet an arc distance of two hundred sixty-seven and 69/100 (267.69) feet to a point;

SEE END OF BOOK

- BOOK 16 231 P 020 Unit 110
- BOOK 16 232 P 199 Unit 471
- BOOK 16 233 P 001 Unit 236
- BOOK 16 233 P 011 Unit 371
- BOOK 16 233 P 064 Unit 344
- BOOK 16 234 P 021 Unit 345
- BOOK 16 234 P 091 Unit 219
- BOOK 16 235 P 320 Unit 105
- BOOK 16 237 P 230 Unit 113

- BOOK 16 230 P 156 Unit 218
- BOOK 16 230 P 193 Unit 112
- BOOK 16 230 P 317 Unit 354
- BOOK 16 230 P 319 Unit 237
- BOOK 16 230 P 320 Unit 105
- BOOK 16 230 P 321 Unit 107
- BOOK 16 230 P 322 Unit 107
- BOOK 16 230 P 323 Unit 107
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- BOOK 16 230 P 398 Unit 107
- BOOK 16 230 P 399 Unit 107
- BOOK 16 230 P 400 Unit 107

BOOK 15624 P 399 Unit 7222

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SEE PLAN IN RECORD BOOK 15624 PAGE 537 06/13/84 0 41 0 9 TR 539 RE 3300

MARGINAL REFERENCES CONTINUED FROM PAGE

Cont'd from 537

Unit

CF Cmpc	21878-170 (236)
" "	22340-459
" "	23588-333
" "	24487-369(219)
" "	24696-432
" "	24954-238
" "	24961-581
" "	25370-497
" "	26147-112

MARGINAL REFERENCES CONTINUED FROM PAGE

TO

BOOK 16249 P 047 Unit 46
 BOOK 16254 P 180 Unit 228
 BOOK 16256 P 182 Unit 225
 BOOK 16258 P 307 Unit 353
 BOOK 16258 P 297 Unit 359
 BOOK 16258 P 322 Unit 348
 BOOK 16259 P 272 Unit 467
 BOOK 16259 P 378 Unit 222
 BOOK 16262 P 400 Unit 234
 BOOK 16263 P 259 Unit 223
 BOOK 16267 P 311 Unit 230
 BOOK 16267 P 526 Unit 201
 BOOK 16267 P 577 Unit 202
 BOOK 16272 P 248 Unit 340
 BOOK 16274 P 505 Unit 108
 BOOK 16277 P 488 Unit 301
 BOOK 16281 P 033 Unit 229
 BOOK 16281 P 281 Unit 103
 BOOK 16282 P 214 Unit 217

21224 P 105
 BOOK 16291 P 122
 BOOK 21136 P 314
 BOOK 16297 P 260
 BOOK 21189 P 39

ASSIGNMENT B 16291 P 122 BOOK 21224 P 105
 BOOK 21136 P 314
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 BOOK 21189 P 39

THENCE S 63°-08'-33" W by land now or formerly of the Town of Lexington, a distance of two hundred fifty-nine and 39/100 (259.39) feet to a point;

THENCE S 33°-33'-00" E by said land now or formerly of the Town of Lexington, a distance of one hundred twelve and 69/100 (112.69) feet to a point;

THENCE S 62°-54'-48" W by Lot #2 as shown on the Plan a distance of three hundred twenty-eight and 62/100 (328.62) feet to a point in the easterly side-line of Massachusetts Avenue;

THENCE Northwesterly along the easterly side-line of Massachusetts Avenue on a curve to the right with a radius of 2546.0 feet, an arc distance of two hundred nineteen and 82/100 (219.82) feet to a point;

THENCE N 25°-28'-00" W along the easterly side-line of Massachusetts Avenue, a distance of one hundred fifty-five and 14/100 (155.14) feet to the point of beginning.

Said parcel being 3.8519 acres in area, according to the Plan

This deed is made and executed upon and is subject to the covenant, which shall run with the land conveyed hereby, that the Grantee and its successors and assigns shall at all times comply with the terms of a Special Permit Hearing and Decision (the "Special Permit"), filed with the Town Clerk of Lexington on January 5, 1984, a copy of which is to be recorded herewith, issued by the Board of Selectmen of the Grantor with reference to the Property.

When the Grantee shall have completed renovation of the Building and taken all actions necessary to submit the Property to the provisions of Chapter 183A of the Massachusetts General Laws in order to convert the Property into a condominium (the "Condominium"), all units in the Condominium ("Units") sold by the Grantee, its successors or assigns as Restricted Units (such units being hereinafter referred to as "Restricted Units") shall be subject to the covenants and restrictions set forth below.

Restricted Units: Every unit deed conveying an interest in a Restricted Unit shall contain a statement that such Unit is a Restricted Unit subject to the provisions hereof, and shall include a reference to the place of recording of this Deed in the public land records. Whether or not the unit deed for any Restricted Unit shall contain the foregoing statement, every Unit conveyed by the Grantee, its successors or assigns shall be a Restricted Unit unless the first unit deed of such Unit contains a certification from the Grantor, duly signed and acknowledged by the person or entity design-

nated of record by the Grantor to monitor and enforce these restrictions (the "Muzzey Administrator"), that such Unit is an Unrestricted Unit, or unless a separate certification identifying such Unit and stating that such Unit is an Unrestricted Unit is signed and acknowledged by the Muzzey Administrator at any time. Such certification shall be conclusive evidence that such Unit is an Unrestricted Unit. The Grantor hereby designates and appoints the Lexington Town Manager as the initial Muzzey Administrator. All Restricted Units shall be subject to the following restrictions, which are hereby imposed for the benefit of, and shall be enforceable by, the Grantor, its successors and assigns:

(a) Resale Restrictions: Except for first sales of Restricted Units by the Grantee, its successors and assigns, no Restricted Unit or interest therein shall at any time be sold, conveyed or otherwise transferred, and no attempted sale, conveyance or transfer thereof shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the purchaser to the owner of such Restricted Unit for and in connection with the transfer of such Restricted Unit, is equal to or less than the Maximum Resale Price for such Unit determined as of a date not later than the date of transfer or conveyance of title to such Unit. The "Maximum Resale Price" for any Unit as of a given date shall be equal to the purchase price for the Unit paid by the then-current owner of the Unit (the "Seller's Price"), which shall be equal to the consideration recited in the unit deed to such current owner, increased at an annual rate of increase of four percent (4%) compounded annually as of the month and day on which such Unit was conveyed to such then-current owner, and pro-rated on a daily basis to the date as of which the Maximum Resale Price is to be determined; provided, however, that, in the case of Unit owners who purchased Restricted Units identified in their unit deeds as being eligible for an increase in Maximum Resale Price because of early purchase, the Maximum Resale Price for sale by such Unit owners only of such "pre-sold" Units shall be determined as set forth above using, as the base to which the permitted annual increase is applied, the sum of (i) the Seller's Price and (ii) an amount equal to \$5,000.00 multiplied by a fraction, the numerator of which shall be the number of days such current owner has owned the Unit, but not to exceed the number of days in three calendar years, and the denominator of which shall be 1095.

(b) Income Restrictions: Except for first sales of Restricted Units by the Grantee, its successors and assigns, no Restricted Unit may be sold at any time except to a person or persons whose annual household income as of the date of the Certificate from Grantor

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BOOK 16345 P 030 Unit 106
 BOOK 16345 P 049 Unit 109
 BOOK 16345 P 067 Unit 110
 BOOK 16345 P 085 Unit 121
 BOOK 16345 P 103 Unit 124

BOOK 16345 P 121 Unit 226
 BOOK 16345 P 139 Unit 347
 BOOK 16345 P 157 Unit 349
 BOOK 16346 P 175 Unit 358

hereinafter described is equal to or less than the Maximum Base Income for such Unit at such time. The Maximum Base Income with respect to a given prospective purchaser of a given Restricted Unit shall depend upon the number of persons in the prospective purchaser's household and shall be equal to the Maximum Resale Price for the Restricted Unit in question (determined as of a date not later than the date of transfer or conveyance of title) multiplied by the following fractions:

1 person household	0.583
2 person household	0.667
3 person household	0.692
4 person household	0.717 plus 0.025 for each person in excess of 4 persons.

The "household" of a prospective purchaser shall mean the purchaser and any person who shall reside in the Unit with the purchaser for at least fifteen weeks during the twelve-month period commencing on the date of conveyance of the Unit to the purchaser. The "annual household income" of a household as of a given date shall mean the sum of the adjusted gross incomes as defined in then-applicable provisions of the U.S. Internal Revenue Code of each member of the household for the two calendar years next preceding such date (less any annualized medical expenses of any such household member in excess of three percent of the adjusted gross income of such person for any one year) divided by two.

(c) Rental Restrictions: No Restricted Unit shall be leased, sublet or licensed without the written consent of the Muzzey Administrator, which consent shall not be unreasonably withheld, provided that it shall be reasonable for the Muzzey Administrator to take into account the income of a proposed tenant relative to the then-applicable re-sale restrictions contained in this Deed in giving or withholding such consent.

Affidavit of Compliance with Restrictions: Prior to the sale of any Restricted Unit by the Grantee, its successors or assigns, or any subsequent owner of such Restricted Unit, the Grantee, its successors or assigns, or such subsequent owner, as the case may be, shall deliver to the Grantor, as further provided below, an affidavit executed under oath and acknowledged by the prospective purchaser of the Unit identifying the Unit in question, the then-current owner thereof and the

prospective purchaser thereof and the names and ages of all persons in the prospective purchaser's household, and stating and affirming:

(i) The adjusted gross income of each member of the household of the prospective purchaser for the two completed calendar years next preceding the date of the affidavit, as declared on the federal income tax returns (Form 1040 or Form 1040A or any equivalent or successor form) of all members of such household for such two years, or as intended to be so declared if federal income tax returns for both such years shall not have been filed as of the date of the affidavit by any such household member, and including copies of all such tax return forms as filed with the Internal Revenue Service, and including evidence, if any, of medical expenses of any member of such household in excess of three percent (3%) of the adjusted gross income of such member for either of such two preceding years;

(ii) That the annual household income of such prospective purchaser for the then-current calendar year shall not exceed the Maximum Base Income; and

(iii) The agreed purchase price, including the aggregate value of all payments, all mortgages or other liabilities assumed and all other consideration of every kind, previously given or paid or subsequently to be given or paid by such prospective purchaser to the seller of the Unit for or in connection with the transfer of the Unit or any interest therein.

In addition, the seller of the Unit shall execute under oath, acknowledge and deliver to the Grantor an affidavit identifying the Unit in question, the seller and prospective purchaser thereof, and the agreed purchase price, including the aggregate value of all payments, all mortgages or other liabilities assumed and all other consideration of every kind, previously given or paid or subsequently to be given or paid by such prospective purchaser to the seller for or in connection with the transfer of the Unit or any interest therein and, in the case of a proposed sale by a seller other than the Grantee, the Seller's Price paid for such Unit by such seller and calculation of the Maximum Resale Price of such Unit as of a date not later than the date set for closing of the proposed sale.

Certificate from Grantor: Prior to or upon the execution by the Grantee, its successors or assigns and a prospective purchaser of any contract or agreement for the sale of any Restricted Unit in the Condominium, or execution by any subsequent owner of any Restricted Unit and a prospective purchaser thereof of any such contract or agreement, and in any event at least twenty (20) days prior to the closing of

any sale, conveyance or transfer of any such Unit, the Grantee, its successors or assigns, or such subsequent owner shall deliver 1) a copy of such contract or agreement (whether executed or proposed) and 2) the affidavits of compliance with restrictions described above (collectively, the "Approval Documents"), to the Grantor. The Approval Documents shall be delivered to the Grantor at its mailing address set forth on the first page of this Deed or such other address for the Town of Lexington as shall appear of record, marked to the attention of the Muzzey Administrator then appearing of record. In each case the Approval Documents so delivered shall be accompanied by a notice stating that a response to the matters referred to therein is required, and specifying the addresses for notice purposes of the prospective purchaser of the Unit and the seller. Within ten (10) business days of receipt by the Muzzey Administrator from the seller of the Approval Documents, the Muzzey Administrator shall prepare and deliver to the seller, at the current address for notice purposes of such party contained in the records of the Muzzey Administrator, or at the Unit in question:

(a) a certificate in recordable form signed and acknowledged by the Muzzey Administrator referring to the Unit in question, the seller thereof, the prospective purchaser thereof, and the purchase price therefor, and stating:

- (i) that the proposed sale or transfer of the Unit to the prospective purchaser is in compliance with the restrictions contained in this Deed; or
- (ii) that the Muzzey Administrator on behalf of the Town waives the right to enforce the restrictions set forth herein or any of them in connection with the proposed sale or transfer; or

(b) written notice stating that the Approval Documents delivered to the Muzzey Administrator are not satisfactory to the Town or do not indicate that the annual household income of the prospective purchaser, and the sale or re-sale price, as the case may be, comply with the restrictions contained herein, and specifying each particular in which the Approval Documents are not satisfactory or the prospective purchaser or the sale or re-sale price does not comply with such restrictions.

All certificates of the type described in (a) above issued by the Muzzey Administrator shall bear the date of execution thereof. Any good faith purchaser of any Restricted Unit and any lender or other party taking a security interest in such Unit may rely upon a certificate of the type referred to in (a) above referring to such Unit and such purchaser and so

executed by the Muzzey Administrator as conclusive evidence of the matters stated therein and may record such certificate in connection with conveyance of the Unit, provided that, in the case of a certificate under (a)(i) above, the consideration recited in the deed or other instrument conveying such Unit is not greater than the consideration stated in the certificate, and provided that conveyance of such Unit in accordance with the restrictions takes place within one hundred and twenty (120) days from the date of the certificate of the Muzzey Administrator as provided above. If the conveyance of such Unit pursuant to such Approval Documents and certificate does not occur within one hundred and twenty (120) days of the date of execution by the Muzzey Administrator of such certificate, the prospective purchaser may execute and the seller may deliver to the Muzzey Administrator additional affidavits in the form provided above, or other revised Approval Documents, all in accordance herewith, and the provisions of this section with respect to issuance of a certificate or notice by the Muzzey Administrator and conveyance in accordance therewith shall be applicable to any such additional affidavits and other Approval Documents.

If in any instance the Muzzey Administrator shall give notice of the type referred to in (b) above, the seller of the Unit in question receiving such notice may submit to the Muzzey Administrator amended or additional affidavits or other documents. If in any such instance the Muzzey Administrator shall not have issued a certificate of the type referred to in (a) above on or before the date thirty (30) days after the date on which the Muzzey Administrator shall have given notice of the type referred to in (b) above, or if the Muzzey Administrator shall not have given notice in the form of (a) or (b) above after expiration of ten (10) business days from receipt of the Approval Documents by the Muzzey Administrator, or if the Muzzey Administrator shall fail to consent to the proposed lease, sublease or license ("rental") of a Unit by its Owner within 45 days from receipt by the Town of written request for such consent, such seller or owner may request arbitration by notice of such request to the Muzzey Administrator. If such notice shall be so given, the parties shall submit the determination of the conformity of the form and substance of the Approval Documents and the compliance of the annual household income of the prospective purchaser and the proposed sale or re-sale price with the restrictions referred to herein, including any questions or objections specified by the Muzzey Administrator in any notice given under (b) above, or the reasonableness of the refusal to consent to such rental, as the case may be, to the majority decision of a panel of three disinterested persons experienced in real estate, one to be selected by the Muzzey Administrator, one to be selected by the seller (the respective fees, if any, of each such person to be paid by the party selecting such person) and the third to be selected by such two persons so selected (the fees, if any, of such third

person to be divided equally between the parties), and the parties shall be bound by the results of the majority decision of such panel. The Muzzey Administrator and the seller or owner of the Unit in question shall execute, acknowledge and record a certificate stating that arbitration has been commenced and naming the members of the panel. If the majority of such panel determines that the Approval Documents conform in form and substance to the terms hereof and that the annual household income of the prospective purchaser and the proposed sale or re-sale price comply with the restrictions contained herein and that the sale should be permitted, or that the refusal to consent to such rental is unreasonable, then such panel shall report such determination by written notice signed by each member of the panel to the Muzzey Administrator and to the seller, and, upon receipt of such notice, the Muzzey Administrator shall issue the certificate described in (a)(i) above, or consent to such rental, as the case may be, in accordance with the panel's determination. If the Muzzey Administrator shall not have issued such certificate within five (5) days after receipt of such written notice from such panel of its determinations and its conclusion that the sale or rental should be permitted, then a majority of such panel may issue such certificate in the form prescribed above signed and acknowledged by a majority of such panel, and such certificate shall have the same force and effect as if issued by the Muzzey Administrator. If the majority of such panel determines that the Approval Documents do not conform in form or substance to the terms hereof or that the annual household income of the prospective purchaser or the proposed sale or re-sale price does not comply with the restrictions contained herein, or that the refusal to consent to such rental is not unreasonable, then such panel shall report such determination by written notice signed by each member of the panel to the Muzzey Administrator and the seller, and such determination shall be final and binding as between the parties with respect to the matters submitted to the panel for determination.

Within ten (10) days of the closing of the sale or rental of any Restricted Unit by the Grantee, its successors or assigns, the seller shall deliver to the Muzzey Administrator a true copy of the unit deed of such Unit as recorded, together with information as to the place of recording thereof in the public records, or a true copy of the rental agreement, as the case may be. Failure of the Grantee, its successors or assigns to comply with the preceding sentence shall not affect the validity of such unit deed.

Rights of First Mortgagees: If the holder (other than the Grantor or its designee) of record of a first mortgage granted to a bank, savings and loan association, mortgage company, trust company, insurance company or other institutional lender shall acquire a Restricted Unit by reason of foreclosure or similar remedial action under the provisions

of such mortgage or upon conveyance of the Restricted Unit in lieu of foreclosure, the Resale Restrictions, Income Restrictions and Rental Restrictions shall not apply to such holder upon such acquisition of a Restricted Unit, any purchaser (other than the Grantor or its designee) of a Restricted Unit at a foreclosure sale conducted by such holder or any purchaser (other than the Grantor or its designee) of a Restricted Unit from such holder, and such Unit shall thereupon and thereafter be free from all such restrictions and shall be deemed for all purposes to be an Unrestricted Unit; provided the original principal amount of the note secured by such mortgage is not in excess of the Maximum Resale Price as of the date such mortgage is recorded and future advances of principal (but not including funds expended by such holder to pay real estate taxes, property insurance premiums, and expenses required to maintain the security value of such mortgage or to enforce such holder's rights under such mortgage) do not cause the outstanding principal balance at any time to exceed the Maximum Resale Price at such time; provided, further, such holder shall have (i) in the case of the commencement of foreclosure proceedings, duly notified all parties of record who are entitled to notice under the foreclosure statutes of the Commonwealth of Massachusetts, (ii) in the case of the commencement of other actions to enforce the mortgage and in the absence of the preceding notice with respect to foreclosure actions, notified the Grantor or its designee of any such action to enforce the mortgage within five days of the date that such action is commenced and (iii) notified the Grantor or its designee of such holder's intent to accept a deed in lieu of foreclosure at least 30 days prior to the acceptance of such deed; provided, further, the Grantor or its designee shall have the right to acquire such holder's interest in (i) the note and the mortgage on such Restricted Unit, at any time before the commencement of bidding at a foreclosure sale or the entry of a judgment enforcing the mortgage, or (ii) the Restricted Unit, if such holder acquires it, at any time before the end of the thirty-day period following such holder's acquisition of the Restricted Unit; and provided, further, in the event such holder, the Grantor or the Grantor's designee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Restricted Unit is sold for a price in excess of the larger of (i) the Holder's Basis (as hereinafter defined) and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Grantor or its designee in consideration of the loss of the value and benefit of the Resale Restrictions, Income Restrictions and Rental Restrictions held by the Grantor and released by the Grantor pursuant to this paragraph in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Grantor or its designee by such holder, the Grantor shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based

upon payment of such excess by such holder to the Grantor or its designee in accordance herewith, provided that such holder shall give the Grantor prompt notice of any such claim and shall not object to intervention by the Grantor in any proceeding relating thereto). If the Grantor or its designee decides to so acquire such holder's interest in said note and mortgage or the Restricted Unit, as the case may be, the Grantor or its designee shall give such holder two days' prior written notice and shall tender its certified check in an amount equal to the sum of the outstanding principal balance of the note secured by said mortgage plus accrued interest through the date of tender plus all reasonable costs and expenses which such holder is entitled to recover pursuant to the terms of such mortgage (the "Holder's Basis"). Within ten days of such tender, such holder shall either (i) endorse such note without recourse payable to the Grantor or its designee and deliver such note and a valid and binding assignment in recordable form of such mortgage and all other security to the Grantor or its designee or (ii) execute and deliver a quitclaim deed of the Restricted Unit to the Grantor or its designee, as the case may require. Each such mortgage shall contain the following clause: "The exercise of the holder's power of sale or other remedies terminating the mortgagor's interest in the mortgaged premises (including, without limitation, accepting a deed in lieu of foreclosure) are subject to compliance with the requirements set forth in a Quitclaim Deed, dated June 11, 1984 from the Town of Lexington to R. Kirk Noyes, as Trustee of Muzzey Realty Trust, under declaration of trust dated June 11, 1984, said declaration of trust and said Quitclaim Deed being recorded with the Middlesex County (South) District of the Registry of Deeds in Book _____ at Page _____ and Page _____ respectively."

Covenants to Run With the Land: It is intended and agreed that the agreements, covenants and restrictions set forth above shall run with the Property and shall be binding upon the Grantee, its successors and assigns, for the benefit of and enforceable by the Grantor and its successors and assigns for a period of 99 years. Without limitation on any other rights or remedies of the Grantor, its successors or assigns, any sale or other transfer or conveyance of any Restricted Unit in violation of the provisions of this Deed in the absence of a certificate from the Grantor approving such sale, transfer or conveyance as provided hereinabove, shall, to the maximum extent permitted by law, be voidable by the Grantor, its successors or assigns by suit in equity to enforce such restrictions.

In connection with the conveyance hereby made, there has been full compliance with the provisions of G.L. c.44, s. 63A.

The Grantor warrants and represents that it has not dedicated the conveyed premises to use as a public park in such manner as to require a special act of the General Court pursuant to Article 97 of the Amendments to the Massachusetts Constitution.

This conveyance is also made subject to the following restriction, which shall run with the Property for the benefit of the Grantor and its successors and assigns, and shall be binding upon the Grantee, its successors and assigns, for a period of 99 years:

No additional structures or improvements of any kind beyond those now existing or those provided for in the Special Permit or by law shall be erected on the Land without the prior, written approval of the Grantor or its successors or assigns. As used herein, "improvements" shall include, but shall not be limited to, parking lots, carports, equipment sheds, recreational facilities and swimming pools. However, in the event of fire or other damage to the Building, the Grantee or its successors may repair such damage or restore or rebuild the Building in accordance with the plans and specifications referred to in the Special Permit or in accordance with plans and specifications submitted to and approved in writing by the Board of Selectmen of the Town of Lexington.

Nothing contained herein shall limit the rights of the Grantor to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to any one or more Units, without regard to whether the Grantor shall have acquired or will acquire any interest in such Unit or Units.

Cancelled

Witness our hands and seals this 11th day of June 1984

TOWN OF LEXINGTON
Acting by a Majority of
its Board of Selectmen

Mary M. Boston
Kalene F. Jacek
[Signature]


[Signature]
John C. Edleson

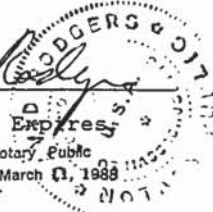
Commonwealth of Massachusetts

Middlesex, ss.

June 11, 1984

Then personally appeared the above-named Margery M. Battin, John F. McLaughlin, Robert F. Sacco, John C. Eddison and Paul W. Marshall and acknowledged the foregoing instrument to be the free act and deed of the Board of Selectmen of the Town of Lexington, before me


 Notary Public
 My Commission Expires
 DAVID RODGERS, Notary Public
 My Commission Expires March 1, 1988



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