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PROPERTY ADDRESS: Park Central Dr.

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Park Central Drive Southborough MA

**AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

Agreement and Declaration of Restrictive Covenants entered this 1st day of June 2015, by and between Park Central, LLC a Massachusetts Limited Liability Company with an address of 259 Turnpike Road, Suite 100, Southborough, MA ("PCLLC"), Capital Group Properties, LLC a Delaware Limited Liability Company with an address of 259 Turnpike Road, Suite 100, Southborough, MA ("Developer"), and the individual abutters to the project described herein (the "Abutters") set forth on the Schedule of Abutters attached hereto as **Exhibit A** and by reference incorporated herein and made a part hereof, each individual identified therein who executes the Agreement being a party hereto.

Now, Whereas, PCLLC is the owner of those certain parcels of land located at the intersection of Turnpike Road (Route 9 West), I-495 and Park Central Drive which land is located in the Towns of Southborough and Westborough, Massachusetts and the deed for which is recorded at the Worcester South District Registry of Deeds in Book 51568, Page 81, and filed with Worcester South District Land Court as Document Number 104352 (Certificate of Title 17001) (the "Project Site"), which land is shown on a conceptual development plan entitled "Capital Group Properties Park Central Condominium Plan" dated April 8, 2015, a copy of which is attached hereto as **Exhibit B** and by reference is incorporated herein (the "Concept Plan"); and

Whereas, PCLLC has retained Developer for the purposes of designing, permitting, constructing and marketing a mixed use residential and commercial project (the "Park Central Project" or "Project") on the Project Site consisting of up to 158 market rate townhouse condominiums to be situated on approximately 56 acres of the subject premises (the "Townhouse Component") and a 180 unit affordable rental apartment complex consisting of two five story buildings to be situated on approximately 9.03 acres of the subject premises (the "Apartment Component"), all as shown on the Concept Plan; and

Whereas, prior to the preparation of the Concept Plan, PCLLC and Developer were actively engaged in the process of permitting a similar residential and commercial project with different density, building locations, roadway layout and access which design was objectionable to the Abutters; and

M.R: VARIANCE, Doc # 107411, Book 54060, Page 303.

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CATANZARO and ALLEN
Attorneys at Law
100 Waverly Street
Ashland, MA 01721

Whereas, PCLLC and Developer acting through their common Principal, William Depietri, and the Abutters, acting through counsel and/or individual property owner representatives have discussed and reviewed the various uses that PCLLC could develop on the Project Site, and based on such discussions, negotiations and concessions made by the Developer and the Abutters have agreed, subject to the terms and conditions set forth in this Agreement, that the Park Central Project may be developed as substantially shown on the Concept Plan; and

Whereas, in order to proceed with the development and construction of the Park Central Project PCLLC and Developer will require certain municipal and/or state and/or federal permits, and approvals, including without limitation, a Use Variance from the Southborough Zoning Board of Appeals; a Comprehensive Permit from the Southborough Zoning Board of Appeals, an Order of Conditions from the Southborough Conservation Commission (or, a Superseding Order of Conditions from the Massachusetts Department of Environmental Protection), Site Plan Approval from the Southborough Planning Board, and Earth Removal, Building and other permits from various boards, commissions, departments, and/or agencies, local, state and federal (collectively the "Necessary Permits"); and

Whereas PCLLC, Developer and the Abutters desire to formally settle any and all disputes and differences of opinion regarding all aspects of the future development of the Park Central Project so as to allow for PCLLC and Developer to proceed with the project without the objection of the Abutters throughout the permitting process.

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Prior to or following the execution of this Agreement PCLLC and Developer shall file, amend and or reinstate such applications or petitions as are necessary and required to initiate or continue the process for obtaining the Necessary Permits for the Park Central Project as modified by the agreed-upon Concept Plan and the terms and conditions contained herein. The type, order, manner, substance and timing of such filings shall be in Developer's sole discretion except as provided herein. Developer will engage professional engineers to prepare a fully-engineered site plan in substantial conformity with the Concept Plan.

2. In connection with the Project, PCLLC and Developer agree to:

(a) engineer and design the Townhouse and Apartment Components of the Project so as to not exceed the residential density shown on the Concept Plan, meaning that the Townhouse Component shall not exceed 158 units and the Apartment Component shall not exceed 180 units; and

(b) reasonably, and to the extent allowed by site conditions (including those that are presently unknown), attempt to incorporate the roadway layout and building placement design as shown on the Concept Plan into the final engineered site plans. Deviations from the Concept Plan necessitated by site conditions or constraints or permitting requirements (other than

the terms and conditions of this Agreement) shall be within Developer's reasonable discretion and if implemented shall not constitute a breach of this Agreement; and

(c) provide a fully-executed copy of this Agreement to the Southborough Zoning Board of Appeals, Planning Board and Conservation Commission (at or before the time of application to such Board) and request that the terms and conditions set forth in this Agreement be reflected, as appropriate, in the permits and approvals to be issued by those Boards in connection with the Project; and

(d) provide a copy of engineered site plans to the Abutters prior to submission of those site plans to any Board or agency.

3. Temporary Grading Easements.

(a) Abutters Dante and Wendy DeMichaelis (15 Bantry Road), Brian and Melissa Gray (17 Tara Road), Mark and Heidi Boyden (11 Tara Road), Jude and Kiera Joujoute (9 Tara Road), David and Yvonne Wu, Trustees of the Wu Family Nominee Trust (7 Tara Road), each hereby agree to grant to PCLLC and Developer a 20' wide temporary grading easement on their respective properties along all common boundaries with the project site as shown on the Concept Plan. The Property Owners each further agree to execute in the presence of a notary and deliver to Developer, within ten (10) days of Developer's request, a formal recordable Grant of Easement, to be prepared by Developer if necessary as provided for herein. Said Grant of Easement shall not be immediately recorded but shall be held in escrow Angelo P. Catanzaro, Esq., Developer's Attorney, subject to the terms of this Agreement.

(b) Notwithstanding the foregoing Developer agrees that the ultimate use of the grading easement will be a "worse case" safeguard for Developer as Developer will attempt to eliminate any grading on the respective burdened properties wherever reasonably possible including the use of retaining walls of not more than three (3) feet in height if such walls will prevent or reduce the need for grading but still allow for the proposed density with appropriate side and/or rear yards for the abutting townhomes (minimum 20' level area between rear of townhouse units and bottom of retaining wall or bottom of slope, whichever applies). Where grading on an Abutter's property cannot be avoided by these measures ("Unavoidable"), the Developer may exercise the grading easement for the location where grading is Unavoidable. When the actual grading easements are identified on the final engineered plans, the Developer and Developer's Engineer shall meet with the Property Owners prior to the submission of the final plans to the Zoning Board of Appeals for post-permit review and approval. In the event of a dispute between an Abutter and the Developer over whether grading on an Abutter's property is Unavoidable as described above, the parties agree that such dispute shall be resolved by an independent civil engineer, which shall be Brad McKenzie, P.E..

(c) The term of the temporary grading easements shall be 12 months from the date that the Order of Conditions issued for the Project's roadway under the state Wetland Protection Act becomes final, all appeal periods having expired. A grading easement

shall only be recorded at the Registry of Deeds *if and a only if* (i) the grading is Unavoidable; and (ii) the recording of the easement is a requirement of PCLLC or Developer's construction financing, or (iii) an Abutter notifies Developer that their property is for sale or is being listed for sale, it being the agreement of the parties hereto that in the event of such a proposed sale the affected Abutter shall notify the Developer in writing of such proposed sale within five (5) days of the signing of a Purchase and Sale Agreement. In the event that a grading easement has been recorded as allowed for herein, but the Developer does not exercise the easement, or the 12-month period has expired, the Developer shall thereafter promptly execute and record a Termination of Easement in form and substance satisfactory to the affected Abutter.

(d) The Abutters' agreement to provide easements on their properties is subject to the following additional conditions:

(i) no buildings, driveways, or any related above-ground infrastructure (exclusive of landscaping and fencing) on the Project Site shall be located within forty (40) feet of any land owned by an Abutter; patios may be as close as 35' to property boundaries if constructed flush with the ground, as depicted on the Concept Plan;

(ii) grading and any related earth removal activity within the easement areas shall not adversely affect the Abutters' septic systems, leaching fields or cause the trapping or retention of surface water on abutting properties, including but not limited to earth removal that leaves a slope on the side of a leaching field that exceeds design standards and criteria to prevent break-out;

(iii) any graded areas on abutting properties shall, at abutters option, be re-vegetated with a combination of the following; 8' to 10' evergreen (white pine, green or blue spruce) trees, grass & fencing not to exceed 6' in height, provided that there shall not be a solid line of fencing along the entirety of any abutting property line. Re-planting areas shall be limited to the easement areas and up to 20' onto the Project Site, at the option of the abutting property owner;

(iv) For any Abutter with a farmer's wall (rock wall) presently existing on their property line or within an easement area, the Developer shall, at the option of the Abutter, after excavation is completed, rebuild the wall in its current location to the maximum extent feasible, or rebuild the wall at a different, feasible location on Abutter's property as determined by the Abutter;

(v) Upon the completion of all excavation within an easement area, the topography of the land within the easement area shall conform to the proposed grading elevations shown on the Concept Plan, provided however that excavation that results in final grading elevations that diverge horizontally by up to 6" in any direction, and/or that result in slope that is less steep than shown on the Concept Plan, shall be considered a *deminimis* change not requiring approval or consent from the respective Abutter.

(vi) Prior to any excavation within any easement area, the precise location of the septic system and leaching field serving the property that is subject to the easement shall be obtained either from the town Board of Health, if an as-built survey plan is available, or from a survey performed by a qualified professional company, such as Northboro Septic at the Developer's expense. Once the location of the septic system and leaching field is identified, Brad McKenzie, P.E. shall, on behalf of the property owner, evaluate, at the Developer's expense, whether the proposed excavation within the easement area will have any adverse effect on the septic system or leaching field, including but not limited to the threat of breakout from the sides of the leaching field as a result of excavation in proximity to the leaching field. Proposed excavation shall be deemed acceptable if, after excavation, the septic system would conform to the dimensional requirements and standards set forth in Section 15.255(2) of Title 5, as if the system were a "mounded system" under the regulation. If the proposed excavation is determined by McKenzie to have an adverse impact, then the Developer shall modify its excavation plans to avoid any such impacts. All expenses related to the foregoing shall be timely paid by the Developer.

(e) The Developer's exercise of the easement on the property identified as 17 Tara Road, in addition to the above general conditions, is subject to the following additional conditions:

(i) to minimize excavation in the easement area, the Developer shall construct a back-filled 36" to 48" retaining wall with a 36" fence installed on top adjacent to property line but on the Project Site side of the property line, all as depicted on the Concept Plan.

(ii) The Developer may relocate the existing shed located on the lot by the driveway if the shed obstructs any excavation occurring in the easement area. In such an event, the Developer shall move the shed to a reasonable location chosen by the owner, or, alternatively and at the Developers option, the Developer may convey land to the lot owner on which to place the shed, provided that the shed relocation is compliant with zoning regulations.

(f) The Developer's exercise of the easement on 15 Bantry Road, in addition to the above general conditions, is subject to the following additional conditions:

(i) The grade for the easement at 15 Bantry Road, in the area directly behind the existing home, will not be below 456' above sea level.

(ii) Upon the completion of all excavation within the easement area, the topography of the land within the easement area shall either be flat or mimic the existing topography (slight incline with varied elevation).

(iii) Excavation on 15 Bantry Road shall be limited to the area delineated as "limit of clearing" on the Concept Plan. The existing farmer's stone wall shall be re-

built by the Developer at its current location or on the property line, and consistent with its current condition and dimensions.

(iv) To minimize excavation in the easement area, the Developer shall construct a back-filled 36" to 48" retaining wall with a 36" fence installed on top, adjacent to property line but on the Project Site side of the property line, all as depicted on the Concept Plan.

4. Landscape Screening

(a) The Developer shall install at Developer's sole cost and expense, sufficient natural landscaped vegetation to densely screen the Project from the Abutters' properties. The vegetated screen shall be installed on the Project Site within ten feet of its boundary with the five Abutters' properties, and shall run the entire length of said property boundary with the five Abutters. Such screening shall take into consideration that the screening is for townhouses (not multistory apartment buildings or industrial or commercial uses) and that the area between the Abutters' homes and the townhomes is, for the most part, partially wooded. When engineered plans are substantially (90% +/-) complete, the five Abutters shall meet with the project Landscape Architect to discuss the type and scope of landscape screening to be provided. The types and quantity of landscaping improvements to be installed shall be determined by mutual agreement between each Abutter and Developer for the portion of the Landscaping Zone that abuts their respective properties, but shall at a minimum include a row of 6' to 8'-tall evergreen trees (white pine, green & blue spruce) spaced no less than 15 feet apart, trunk to trunk, and may include other trees, shrubs, grass and/or wooden fencing up to six feet tall.

(b) The Developer shall at Developer's sole cost and expense, install appropriate and reasonable natural landscaped vegetation in the general location of the emergency access gate at the end of Blackthorn Drive, as well as along the Project driveway that runs east to west from the emergency access connection to the Apartment Complex, to screen the Apartment Component from view of the abutters with frontage on Blackthorn Drive. Specifically, the Developer shall install an equal mix of 6' – 8' blue spruce and white pines along and on both sides the roadway between the emergency access connection and the Apartment Component, spaced 30' apart, excepting only those sections of the roadway that are directly in front of a building that fronts on the roadway. Further, a row of 6' – 8' blue spruce shall be installed, 30' apart, along the side yard property boundary of 25 Blackthorn Drive (on the Project Site side of the property line), running 100 feet in a northerly direction from the edge of the emergency access driveway. Further, if some or all of the ten townhouse-style homes shown on the Concept Plan being located in the area between Blackthorn Drive and the Apartment Component are not permitted to be built by a municipal or state authority, the Developer shall install additional 6' to 8' blue spruce along both sides of the roadway where gaps were left to accommodate the townhouse units as provided above.

(c) The Developer shall inspect the landscaping improvement described above within 18 months of occupancy of the directly abutting town homes to augment the original designed landscaping in order to screen specific views of the new abutting town homes described in paragraph (a) above. Likewise, an inspection within 18 months of occupancy of the Apartment

Component shall be made to augment screening for the Apartment Component described in paragraph (b) above. Further, the Developer shall remove and replace any dead or diseased plantings and trees that have failed to thrive 18 months after installation, and thereafter every 18 months to ensure that screening will always be in place. Compliance with the terms and conditions pertaining to Landscape Screening as set forth herein above is a *Required Site Design Condition*.

5. Limitation of Access.

As a condition of the approval of the Use Variance and Comprehensive Permits by the Zoning Board of Appeals, Developer agrees to prepare and record an appropriate restrictive covenant to run with the entirety of the land owned by PCLLC to prohibit any connection or access from the Project Site to, through or on Tara Road, Bantry Road, and Blackthorn Drive (except for emergency access from Blackthorn Drive to the Project as shown on the Concept Plan). The emergency access connection shown on the Concept Plan at the end of Blackthorn Drive shall be restricted to emergency and public safety vehicles. Subject to approval by appropriate municipal authorities where required, Developer shall post two signs reading "DO NOT ENTER - EMERGENCY VEHICLES ONLY" one on either side of the emergency access gate at the intersection of the emergency access and Blackthorn Drive. Control over the operation of the emergency gate shall be afforded solely to the Developer's ownership entity and Management Company, and/or the police, the fire department, emergency vehicles and the gate repair company and not to plowing or other sub-contractors. The emergency access driveway shall be limited to access for maintenance (including plowing), emergency use and temporary use for the construction of the extension itself. The emergency access connection shall not be used for access to the Project Site for the construction and development of the Project. These restrictions shall be incorporated into and made a part of the Use Variance Decision and the Comprehensive Permit.

6. Connector Road.

The Abutters acknowledge that the design for the Project will likely include, in Developer's sole discretion, a site connector road to Flagg Road permitting turning in both directions and with permitted connection to the 9.03 Acre "Future Development Lot" as shown on the Concept Plan for low-impact non-industrial use or Industrial use. The Abutters agree with such proposed design and use of the connector road as provided for herein and shown on the Concept Plan. In the event that any permitting authority of the Commonwealth of Massachusetts requires an intersection design different than the design agreed to herein, Developer shall install the required design without objection from the Abutters.

7. Additional Conditions.

The Project shall conform to the following additional conditions:

1. Any centralized trash/recycling area(s) in the Project shall be set back a minimum of 200 feet from any lot having frontage on Bantry, Tara or Blackthorn Roads.

2. PCLLC shall execute and record a permanent conservation restriction encumbering the portion of the Project Site that is north of the Apartment Component as shown on the Concept Plan as the restricted parcel, subject to whatever utility easements the Developer and/or PCLLC desire to retain on said parcel. Said restriction shall permanently restrict any further development of said parcel of any kind, except for infrastructure accessory and incidental to the Project. Said parcel, subject to the restriction, at Developer's option, may be conveyed to the Southborough Open Land Foundation ("SOLF") or other entity designated by the Town or selected by the Developer, all for Developer's tax consideration.
3. The Apartment Component shall contain no more than 180 housing units and the Townhouse Component shall contain no more than 158 housing units together with any accessory buildings, facilities and utilities that are customarily incidental to such a residential development, including, without limiting the generality thereof, garages, outdoor parking, recreational facilities, trash/recycling center, clubhouse/marketing center, maintenance buildings, sewage treatment plant, above and below ground utilities of every type and kind, including, without limiting the generality of the foregoing, water, drainage, electricity, sewer, telephone, exterior lighting, and cable, and any and all appurtenances, facilities, pipes, conduits and structures of every type and kind related thereto and in connection therewith, and all other buildings, appurtenances, facilities and utilities of every type and kind that the Developer in its sole discretion deems necessary and desirable.

8. Abutters' Covenants.

In consideration of the foregoing as well as all previous project development changes and concessions that have been made by PCLLC and Developer in an attempt to address Abutters development concerns as raised in prior public and private meeting and communications, each of the individual Abutters specifically covenant and agree as follows:

a. That the signing and delivery of this Agreement constitutes a binding agreement by each Abutter to waive their respective right to publically oppose or privately communicate any opposition to any local or state official, to any and all applications or petitions filed by Developer for any and all Necessary Permits which applications and/or petitions are consistent with the terms of this Agreement; and

b. That the signing and delivery of this Agreement constitutes a binding agreement by each Abutter to authorize the Developer to report to any permit granting or approval issuing authority that each Abutter has no objection to the allowance of each Necessary Permit as conditioned herein; and

c. That the signing and delivery of this Agreement constitutes a binding agreement by each Abutter to waive any right of appeal to any court or other appellate body from the granting, conditional granting or denial of any Necessary Permit; and

d. That the signing and delivery of this Agreement constitutes a binding agreement by each Abutter not to solicit or encourage any other Southborough resident to publically oppose or privately communicate any opposition to any of Developer's applications or Petitions for Necessary Permits.

In the event of a breach of the Abutters' Obligation in this Section 8, PCLLC and/or Developer may restrain and enjoin the breaching Abutter from such further conduct including further prosecution of any such appeal, it being understood and agreed that (i) the PCLLC and Developer's damages from such actions may at that time be difficult to ascertain and may be irreparable, and (ii) the breaching Abutter waives any defense that the PCLLC and Developer cannot demonstrate damage and/or can be made whole by the awarding of damages. Notwithstanding the forgoing right to seek equitable relief, upon a breach of this Section by any Abutter, PCLLC and Developer may terminate this Agreement. If the Developer appeals a Comprehensive Permit for the 40B Development issued by the ZBA to the state Housing Appeals Committee pursuant to G.L. c. 40B, §§20-23, the Abutters may intervene as an interested party in such appeal (subject to its general covenants above not to object to the Project), and the Developer shall not seek any changes to the design of the Project that does not conform to the Concept Plan and this Agreement.

9. Abandonment of Project.

In the event that, for any reason Developer determines not to construct the Townhouse Component or the Apartment Component of the Project, including Developer's decision to abandon the Project (either prior to or following approvals) and/or Developer's election not to prosecute or defend any appeal regarding any aspect of the Project, Developer and PCLLC may terminate this Agreement upon written notice to Abutters, provided that no termination shall be effective unless and until the Developer and PCLLC have relinquished all rights in all Necessary Permits that have issued for the Project (either Component) in a form satisfactory to Abutters' counsel, and withdrawn all pending applications for Necessary Permits for the Project. After terminating this Agreement pursuant to this Section 9, the Developer, PCLLC, and any party financially-related thereto shall not submit any application for any permit or approval from a local, state or federal governmental entity for the development of the Project Site in the same or substantially similar manner as set forth in the Concept Plan for a period of two years commencing on the date of the termination notice. If after terminating this Agreement under this Section the Developer, PCLLC, and any party financially-related thereto attempts to develop the Project in the same or substantially similar manner as shown on the Concept Plan, or otherwise breaches this Section 9, the Abutters may restrain and enjoin said party from such further conduct including further prosecution of any such permit applications, it being understood and agreed that (i) the Abutters' damages from such actions may at that time be difficult to ascertain and may be irreparable, and (ii) the breaching party waives any defense that the Abutters cannot demonstrate damage and/or can be made whole by the awarding of damages.

10. Land Use Restrictions.

This Agreement shall be recorded in the Worcester South District Registry of Deeds and upon recording the provisions of Paragraphs 2(a), 2(b), 3(d)(i), 4, 5, and 7, subject to the termination provisions contained in Paragraph 8, and subject to the enforcement provisions contained in this paragraph below, shall constitute land use restrictions encumbering the Project Site as set forth in Addendum I attached hereto. The parties agree to execute and deliver any document or amend any existing documents reasonably necessary to effectuate the provisions of this paragraph or required by the Land Court for registration purposes.

11. Notices.

Any notice, consent, demand or other communication to be delivered to a party under this Agreement (each, a "Notice") shall be in writing and may be delivered by hand delivery or by reputable overnight delivery service, addressed as follows:

If to any Abutter or Abutters:

Wendy DeMichaelis
15 Bantry Road
Southborough, MA 01772

with copy to:

Daniel C. Hill, Esq.
HILL LAW
43 Thorndike Street
Cambridge, MA 02141
Dhill@danhilllaw.com

If to PCLLC and Developer:

William A Depietri
Capital Group Properties
Suite 100
259 Turnpike Road
Southborough MA 01772
wad@cgp LLC.net

with copy to:

Angelo P. Catanzaro, Esq.
Catanzaro & Allen
100 Waverly Street
Ashland, Massachusetts 01721
Email: apc@catallen.com

12. Mutual Release.

Excepting only any and all debts, demands, actions, causes of action, suits, agreements, promises, doings, omissions, variances, damages, payments, monetary obligations, executions

and liabilities and any and all other claims of every kind, nature and description whatsoever, both in law and equity which in any way may arise out of or on account of this Agreement or the breach thereof, PCLLC, the Developer and the undersigned Abutters individually and collectively hereby remise, release and forever discharge each other from any and all debts, demands, actions, causes of action, suits, agreements, promises, doings, omissions, variances, damages, payments, monetary obligations, executions and liabilities and any and all other claims of every kind, nature and description whatsoever, both in law and equity from the beginning of time to the date of this Agreement. This release shall not be construed to extend to any parties other than the signatories to this Agreement.


13. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, and may be canceled, modified or amended only by a written instrument executed by both Developer and Abutters. For purposes of construction, this Agreement shall not be deemed to have been drafted by any one party and any ambiguity in this Agreement shall not be construed against any one party.

14. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective directors, officers, representatives, stockholders, managers, members, heirs, executors, administrators, successors, parent company, and assigns.

15. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. A facsimile or electronic signature shall be as binding as an original signature.


Signed as a sealed instrument this 1st day of June, 2015.

Park Central, LLC



William A. DiPietri, Manager

Capital Group Properties, LLC

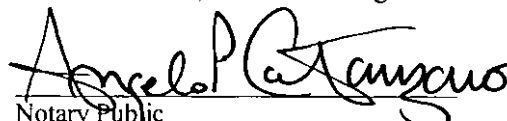


William A. DiPietri, Manager

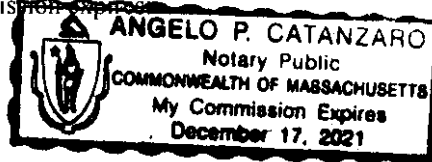
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 10th day of June, 2015, before me, the undersigned notary public, personally appeared William A. DiPietri, as Manager of Park Central, LLC and as Manager of Capital Group Properties, LLC, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My commission expires _____



Abutters

Dante DeMichaelis
Dante DeMichaelis

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 5th day of June, 2015, before me, the undersigned notary public, personally appeared Dante DeMichaelis, proved to me through satisfactory evidence of identification, which were MA DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Yuliya Juliana Hirnyk
Notary Public
My Commission Expires
November 1, 2016
Commonwealth of Massachusetts

Juliana Hirnyk
Notary Public
My commission expires: 11/1/16

Wendy DeMichaelis
Wendy DeMichaelis

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 3rd day of June, 2015, before me, the undersigned notary public, personally appeared Wendy DeMichaelis, proved to me through satisfactory evidence of identification, which were MA License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



MICHELLE A. JENKINS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 29, 2016

Michelle Jenkins
Notary Public
My commission expires: April 29, 2016

David Wu
David Wu, Trustee of Wu Family
Nominee Trust

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared David Wu, Trustee of Wu Family Nominee Trust, proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



VANEETHA KANNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 15, 2021

DW
Notary Public
My commission expires:
JAN 15, 2021

Yvonne Wu
Yvonne Wu, Trustee of Wu Family
Nominee Trust



VANEETHA KANNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 15, 2021

COMMONWEALTH OF MASSACHUSETTS
WORCESSTER, ss.

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared Yvonne Wu, Trustee of Wu Family Nominee Trust, proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My commission expires: JAN 15, 2021

Mark Boyden

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Mark Boyden, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Heidi Boyden

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Heidi Boyden, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Yvonne Wu, Trustee of Wu Family
Nominee Trust

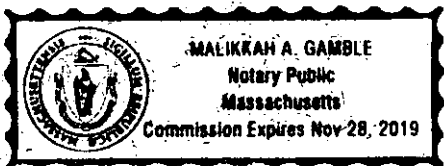
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Yvonne Wu, Trustee of Wu Family Nominee Trust, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Mark Boyden

Mark Boyden



COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 2 day of June, 2015, before me, the undersigned notary public, personally appeared Mark Boyden, proved to me through satisfactory evidence of identification, which were MA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Malikkah Gamble

Notary Public
My commission expires: 11/28/2019

Heidi Boyden

Heidi Boyden

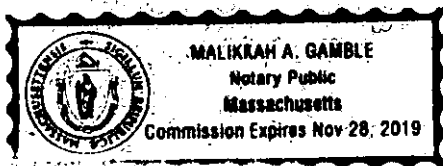
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

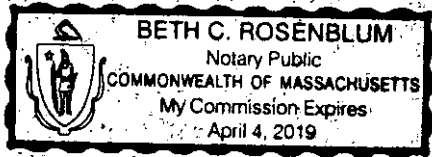
On this 2 day of June, 2015, before me, the undersigned notary public, personally appeared Heidi Boyden, proved to me through satisfactory evidence of identification, which were MA DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Malikkah Gamble

Notary Public
My commission expires: 11/28/2019



Brian W Gray
Brian Gray
AKIA BRIAN W. GRAY

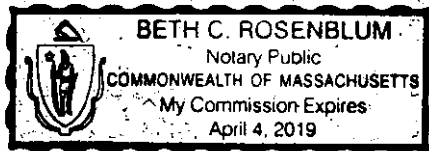


COMMONWEALTH OF MASSACHUSETTS
WORCESTER, ss.

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared Brian Gray, proved to me through satisfactory evidence of identification, which were MADRIDERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Beth C Rosenblum
Notary Public
My commission expires:

Melissa Gray
Melissa Gray



COMMONWEALTH OF MASSACHUSETTS
WORCESTER, ss.

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared Melissa Gray, proved to me through satisfactory evidence of identification, which were MADRIDERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Beth C Rosenblum
Notary Public
My commission expires:

Jude Joujoute

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Jude Joujoute , proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Brian Gray

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Brian Gray, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Melissa Gray

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Melissa Gray, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.




Jude Joujoute

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared Jude Joujoute, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



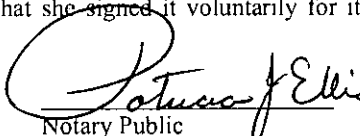
Notary Public

My commission expires: October 21, 2016


Kiera Joujoute

COMMONWEALTH OF MASSACHUSETTS
Worcester, ss.

On this 2nd day of June, 2015, before me, the undersigned notary public, personally appeared Kiera Joujoute, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public
My commission expires: October 21, 2016

Grant H. Whitney

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Grant H. Whitney, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Elizabeth R. Whitney

COMMONWEALTH OF MASSACHUSETTS
_____, ss.

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Elizabeth R. Whitney, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

LIST OF EXHIBITS:

- Addendum I – Restrictive Covenants
- A. Schedule of Abutters
- B. Conceptual Plan

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Kiera Joujoute

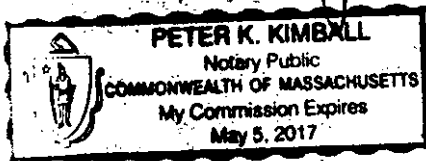
On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Kiera Joujoute, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Grant H. Whitney
Grant H. Whitney

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this *9th* day of June, 2015, before me, the undersigned notary public, personally appeared Grant H. Whitney, proved to me through satisfactory evidence of identification, which were *personal knowledge*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Peter K. Kimball
Notary Public
My commission expires: *May 5, 2017*

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Elizabeth R. Whitney

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Elizabeth R. Whitney, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

LIST OF EXHIBITS:

- Addendum I – Restrictive Covenants
- A. Schedule of Abutters
- B. Concept Plan

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Kiera Joujoute

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Kiera Joujoute, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

Grant H. Whitney

On this _____ day of June, 2015, before me, the undersigned notary public, personally appeared Grant H. Whitney, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Elizabeth R. Whitney

Elizabeth R. Whitney

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 9 day of June, 2015, before me, the undersigned notary public, personally appeared Elizabeth R. Whitney, proved to me through satisfactory evidence of identification, which were MA Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Laura M. Loubier

Notary Public
My commission expires: June 4, 2021

LIST OF EXHIBITS:

- Addendum I – Restrictive Covenants
- A. Schedule of Abutters
- B. Concept Plan



LAURA LOUBIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires June 4, 2021

**ADDENDUM I
RESTRICTIVE COVENANTS**

[Defined terms used herein shall have the same meaning as set forth in the immediately preceding Agreement and Declaration of Restrictive Covenants.]

For One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the aforementioned PCLLC and Developer and its successors and assigns ("Grantor"), owner of the land contained in the Project Site, which land is described in deeds recorded in the Worcester South District Registry of Deeds in Book 51568, Page 81, and filed with Worcester South District Land Court as Document Number 104352 (Certificate of Title 17001) (the "Burdened Premises"),

Grants to the Abutters who are signatories to the immediately preceding Agreement and Declaration of Restrictive Covenants and who are the fee simple owners of certain parcels of land with frontage on Bantry Road and Tara Road ("Benefitted Premises"), said Abutters being identified in Exhibit A hereto, and their successors and assigns, and as appurtenant to the Benefitted Premises the covenants set forth below:

1. Any centralized trash/recycling area(s) in the Project shall be set back a minimum of 200 feet from any lot having frontage on Bantry, Tara or Blackthorn Roads.
2. PCLLC shall execute and record a permanent conservation restriction encumbering the portion of the Project Site that is north of the Apartment Component as shown on the Concept Plan as the restricted parcel, subject to whatever utility easements the Developer and/or PCLLC desire to retain on said parcel. Said restriction shall permanently restrict any further development of said parcel of any kind, except for infrastructure accessory and incidental to the Project.

Said parcel, subject to the restriction, at Developer's option, may be conveyed to the Southborough Open Land Foundation ("SOLF") or other entity designated by the Town or selected by the Developer, all for Developer's tax consideration.

3. The Apartment Component shall contain no more than 180 housing units and the Townhouse Component shall contain no more than 158 housing units together with any accessory buildings, facilities and utilities that are customarily incidental to such a residential development, including, without limiting the generality thereof, garages, outdoor parking, recreational facilities, trash/recycling center, clubhouse/marketing center, maintenance buildings, sewage treatment plant, above and below ground utilities of every type and kind, including, without limiting the generality of the foregoing, water, drainage, electricity, sewer, telephone, exterior lighting, and cable, and any and all appurtenances, facilities, pipes,

conduits and structures of every type and kind related thereto and in connection therewith, and all other buildings, appurtenances, facilities and utilities of every type and kind that the Grantor in its sole discretion deems necessary and desirable.

4. The final engineered site plans for the Project shall reflect the design of the Project as shown on the Concept Plan attached as Exhibit B to the greatest extent practical and feasible, recognizing that existing, natural site conditions may render precise conformity impractical or impossible, provided however that no portion of the Apartment Component shall be located east of the where the primary access road (which runs north/south) is shown on the Concept Plan, or further north by more than 25 feet from where it is shown on the Concept Plan.
5. No buildings, driveways, or any related above-ground infrastructure (exclusive of landscaping and fencing) on the Project Site shall be located within forty (40) feet of any land owned by an Abutter; patios may be as close as 35' to property boundaries if constructed flush with the ground, as depicted on the Concept Plan.
6. The emergency access connection shown on the Concept Plan at the end of Blackthorn Drive shall be restricted to emergency and public safety vehicles. Subject to approval by appropriate municipal authorities where required, Developer shall post two signs reading "DO NOT ENTER - EMERGENCY VEHICLES ONLY" one on either side of the emergency access gate at the intersection of the emergency access and Blackthorn Drive. Control over the operation of the emergency gate shall be afforded solely to the Grantor's ownership entity and Management Company, and /or the police, the fire department, emergency vehicles and the gate repair company and not to plowing or other sub-contractors. The emergency access driveway shall be limited to access for maintenance (including plowing), emergency use and temporary use for the construction of the extension itself.
7. The Grantor shall remove and replace and dead or diseased plantings and trees that were installed pursuant to Section 4 of this Agreement on a regular basis, but at least as frequent as every 18 months, to ensure that the screening contemplated by Section 4 does not deteriorate.

8. The term of these covenants shall be ninety-nine (99) years from the date of execution of this Agreement, subject to extensions pursuant to G.L. c. 184, §27 for successive 20-year periods if extensions are properly filed with the Registry of Deeds by any Grantee. A majority of the Grantees may release the owner of the Burdened Premises from any obligation under these covenants at any time, provided that each parcel of land that constitutes the Benefitted Premises shall be entitled to one vote regardless of any future division or subdivision of the ownership of the parcels that comprise the Benefitted Premises.

9. All references to Grantor and the Grantees made herein shall include their respective heirs and successors.

10. If any term or provision of these covenants is held to be invalid or unenforceable, the remainder of these covenants shall not be affected thereby and each other term and provision of these covenants shall be valid and enforceable to the fullest extent permitted by law.

11. The covenants described above shall run with the land and the obligations imposed by the covenants shall be binding on Grantor's successors in title and assigns and shall benefit the heirs, successors in title, administrators and executors of the Grantees.

12. The Grantor intends, declares and covenants on behalf of itself, and its successors and assigns that these covenants and the agreements, rights, and restrictions contained herein are not merely personal covenants of the Grantor, and shall inure to the benefit of the Grantees and their successors for the term of these covenants. The Grantor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of these covenants to constitute restrictions and covenants running with the land shall be deemed satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full. The Grantor hereby agrees that the covenants confer an "actual and substantial benefit" to the owners of the Benefitted Premises and will constitute such an actual and substantial benefit at the time of any enforcement of the covenants by the Grantees.

TABLE A –BENEFITTED PREMISES FOR RESTRICTIVE COVENANTS

| Property Address | Description | Current Record Owner |
|--|---|---|
| 15 Bantry Road, Southborough, MA | Lot 132 on Land Court Plan 2891-U, Certificate No. 15208 | Dante P. DeMichaelis and Wendy Y. DeMichaelis |
| 17 Tara Road, Southborough, MA | Lots 139 and 140 on Land Court Plan 2891-Z, - Y Certificate No. 16972 | Brian W. Gray and Melissa K. Gray |
| 11 Tara Road, Southborough, MA | Lot 122 on Land Court Plan 2891-Q, Certificate No. 16540 | Mark Boyden and Heidi Boyden |
| 9 Tara Road, Southborough, MA | Lot 121 on Land Court Plan 2891-Q, Certificate No. 16980 | Jude Joujoute and Kiera Joujoute |
| 7 Tara Road, Southborough, MA | Lot 120 on Land Court Plan 2891-Q, Certificate No. 14091 | David K. Wu and Yvonne Y. Wu, Trustee of Wu Family Nominee Trust |
| 23 Blackthorn Drive, Southborough, MA | Lot 126 on Land Court Plan 2891-T, Certificate No. 14590. | Grant H. Whitney and Elizabeth R. Whitney |

TABLE B –BURDENED PREMISES FOR RESTRICTIVE COVENANTS

Park Central, LLC its successors and assigns for the premises shown as 9.71 acre Future Development Lot, 56.75 acre 158 Unit Condominium parcel; 9.03 acre 180 Unit 40B Rental Project parcel and 21.0 acre conservation restricted parcel, being the same premises conveyed to Park Central, LLC by deed recorded in the Worcester District Registry of Deeds in Book 51568 Page 81.

EXHIBIT A – Schedule of Abutters

| Address | Assessor's Reference | Current Owner |
|----------------|-----------------------------|-------------------------|
| 15 Bantry Road | 277/33/59 | DeMichaelis |
| 17 Tara Road | 277/33/60 | Gray |
| 11 Tara Road | 277/33/43D | Boyden |
| 9 Tara Road | 277/33/43C | Joujoute |
| 7 Tara Road | 277/33/43B | Wu Family Nominee Trust |

EXHIBIT B – Concept Plan



Capital Group Properties

Park Central - Full Site

Park Central, Southborough, MA

| | | |
|--|----------------|------|
| No. | Revision/Issue | Date |
| | | |
| Capital Group Properties 239 Turnpike Road, Suite 100 Southborough, MA 01772 | | |
| Title: Capital Date: April 8, 2015 Scale: 1"=200' | | |