

## DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by 702, LLC, a Massachusetts limited liability company with a place of business at 259 Turnpike Road, Southborough, MA 01772 (“702”).

**WHEREAS**, 702 is the owner of a parcel of land (the “Land”) shown as Parcel 1 14,933,522 square feet (342.826 acres) on a plan entitled “Plan of Land, Capital Group Properties, McGovern Boulevard” prepared by Control Point Associates, In. dated June 11, 2018 and recorded with the Worcester Registry of Deeds, Plan Book 937, Plan 77; and

**WHEREAS**, 702 wishes to impose certain restrictions on the Land for the benefit of the Inhabitants of the Town of Lancaster, a Massachusetts Municipal Corporation having an address of 701 Main Street, Lancaster, Massachusetts, acting by and through its Board of Selectmen (the “Town”); and

**WHEREAS**, the Town is willing to accept and enforce said restrictions in accordance with the terms of this Declaration.

**NOW THEREFORE**, for good and valuable consideration, 702 imposes the following restrictive covenants and provisions on the Land:

1. No Build Restriction. On that portion of the Land consisting of a strip of land 100 feet in width and shown as “100’ No Build Buffer” on a sketch entitled “Proposed Re-Zoning Plan, Lancaster, MA” attached hereto as Exhibit “A” (the “No Build Area”) no buildings, or other structures of any kind or any driveways, sidewalks or parking areas shall be erected, placed or allowed to stand except for berms, landscaping and fencing that provide screening, access for emergency vehicles and improvements related thereto (including gates) and trails connected to any trail system in the area (the “Permitted Improvements”) all of which are expressly allowed in the No Build Area. . Except for the Permitted Improvements, the No Build Area shall remain in an open and natural state so as to provide a vegetative buffer between the residences located north of the No Build Area and any future development of the Land.
2. Use Restriction. No portion of the Land shall be used for the sales, rental and repairs of motor vehicles, mobile homes, farm implements, or boats as described in §220-8.5.D. of the Zoning Bylaws of the Town of Lancaster as amended through the date of this Declaration.
3. Duration. The restrictive covenants set forth in this Declaration shall remain in effect for the maximum period allowed under Massachusetts law and shall be referenced in each and every deed to any portion of the Land.

4. Benefit. The provisions contained herein shall run with the land and bind 702 and its successors and assigns.
5. Enforcement. This restriction shall be enforceable by the Town and the Town may prosecute proceedings at law against any entity violating or attempting to violate the provisions hereof either to restrain violation or to recover damages.
6. Non-waiver. The failure of the Town to enforce any restriction, covenant, or provision hereof, shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.
7. Severability. If any provision hereof or the application or the application of any such provision to any entity or circumstance shall be held invalid, the remainder of this Declaration or the application of such provision to entities or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Executed as an instrument under seal on the date above first written.

**702, LLC**

By: \_\_\_\_\_  
William A. Depietri  
Its Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned notary public personally appeared William A. Depietri, as Manager of 702, LLC, proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of 702, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**ACCEPTANCE**

The Town of Lancaster, acting by and through its Board of Selectmen, hereby accepts the foregoing Declaration on the terms and provisions set forth therein.

**TOWN OF LANCASTER  
BOARD OF SELECTMEN**

By: \_\_\_\_\_

Its: Chairman, duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned notary public personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Chairman of the Board of Selectmen of the Town of Lancaster.

\_\_\_\_\_  
Notary Public

My Commission Expires: