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MASTER DEED

MILLBROOK AFFORDABLE HOUSING CONDOMINIUM

Wayland Housing Associates, Inc., a Massachusetts corporation (the "Declarant"), the sole owner of certain premises in Wayland, Middlesex County, Massachusetts described below, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the Massachusetts General Laws and proposes to create and does hereby create a condominium with respect to said premises to be governed by the provisions of said Chapter 183A and to that end declares and provides as follows:

1. Name: The name of the condominium shall be: Millbrook Affordable Housing Condominium (the "Condominium").

2. Trust: The Condominium shall be managed and regulated on behalf of the Unit Owners by the Trustees (the "Trustees") of the Millbrook Affordable Housing Condominium Trust pursuant to the Declaration of Trust (hereinafter sometimes called either the "Condominium Trust" or the "Declaration of Trust") recorded herewith in the Middlesex South District Registry of Deeds (the "Registry of Deeds"). The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities of the Condominium to which they are entitled hereunder. The names and addresses of the Trustees of the Condominium Trust are as follows:

Beth Schofield
Millbrook Affordable Housing Condominium
11 Millbrook Road
Wayland, MA 01778

Mary Kowalski
Millbrook Affordable Housing Condominium
9 Millbrook Road
Wayland, MA 01778

The Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts. They have also adopted rules and regulations (the "Rules and Regulations") which are part of the By-Laws and appended to the Declaration of Trust as Exhibit A thereto.

3. Description of Land: The premises which constitute the Condominium consist of a certain parcel of land in Wayland, Middlesex County, Massachusetts, as described in Exhibit A attached hereto, together with the building and improvements thereon, now

*Millbrook RD WY10
PL #333 4/28/95*

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SEE PLAN IN RECORD BOOK 25314 PAGE D73

known and numbered as 9-11 Millbrook Road, which land and improvements are shown on the Site Plan recorded herewith.

4. Description of Building and Improvements: The Building (the "Building") and other improvements comprising the Condominium are described in Exhibit B attached hereto.

5. Designation of Condominium Units and their Boundaries: The Building contains two (2) residential units (the "Units"). The Units and their designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive data thereof are set forth in Exhibit C attached hereto and on the floor plans recorded herewith.

The boundaries of each of the Units with respect to the floor, ceilings, walls, doors and windows thereof are as follows:

- (a) Floors: The plane of the upper surface of the concrete slab forming the floor to such Unit.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or rafters to such Unit.
- (c) Walls: The plane of the interior surface of the wall studs facing such Unit.
- (d) Doors: The exterior finished surface of the doors.
- (e) Windows: The exterior surface of the glass and the interior frame of the windows.

Notwithstanding the boundaries for Units set forth above, if any interior bearing wall is wholly or partially located within the boundaries of a Unit established by the walls, floors and ceilings of such Unit as described above, the structural components of such interior bearing wall shall be a common element of the Condominium and shall not be part of the Unit, but the plaster, wall board, paneling or any other finish treatment of such interior bearing wall shall be part of the Unit.

6. Description of Common Areas and Facilities:

(a) The common areas and facilities of the Condominium consist of the entire premises except for the Units and include, without limitation, the following:

- (i) The land described above, together with the benefit of and subject to all rights, easements, restrictions, agreements and other matters of record listed in Exhibit A so far as the same may be in force and applicable subject however to the provisions of Section 6(b) below;

(ii) The foundations, structural columns, girders, beams, supports, exterior and interior bearing walls, the floor and ceiling slabs, the roofs, common walls and the decks and porches of the Building, subject however to the provisions of Section 6(c) below;

(iii) Installations of central services such as power, light, gas, heat, air-conditioning, hot and cold water, telephone, cable television, and waste removal, including all equipment, wires, cables, pipes, ducts, vents and other facilities attendant thereto (but not including equipment or facilities contained within and servicing a single Unit);

(iv) All conduits, ducts, plumbing, plumbing chases, wiring, flues and other facilities for the furnishing of utility services, heat or air-conditioning or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto (whether through access panels or otherwise) through, in and over any of the Units in favor of the Trustees of the Condominium Trust for maintenance, repair and replacement;

(v) All building equipment and other common equipment wherever located in, on or around the Building which is solely used in connection with the Condominium;

(vi) The yards, lawns, gardens, walkways and the improvements thereon and thereof, including walls, fences, bulkheads, railings, steps, lighting fixtures, planters and signs; subject however to the provisions of Section 6(b) below;

(vii) The driveways and walkways, incident to the use thereof, subject however to the provisions of Section 6(b) below;

(viii) Such additional common areas and facilities as may be defined by said Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purpose subject to the terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations.

(b) Each unit shall have the exclusive right to use, and the obligation to repair and maintain certain portions of the land described above, the yards, lawns, gardens, walkways, and the improvements thereon and thereof, and the driveways and walkways incident to the use thereof, all as set forth on the Site Plan.

(c) Each Unit with direct access (i.e., access which does not require one to pass over intervening common areas) through a door from such Unit to a porch shall have the exclusive right to use that porch. The owner of a Unit having the exclusive right to use a porch shall also have the obligation to repair and maintain all aspects of the porch.

7. Unit Owners' Percentage Interest in Common Areas and Facilities:

The percentage of undivided interest of the respective Units in the common areas and facilities has been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the then aggregate fair value of both Units. The undivided interest in the common areas and facilities attributable to each Unit is set forth in Exhibit C attached hereto.

Such undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

8. Plans: Simultaneously with the recording hereof, there has been recorded a set of plans of the Building which include the Site Plan showing the location of the Building on the Premises, and the Floor Plans of the Building showing the layout, location, unit numbers and dimensions of the Units, and the location and designation of the driveways, yards, porches and decks, stating the address of the Building and bearing the verified statement required by said Chapter 183A certifying that the plans fully and accurately depict the layout, locations, unit numbers and dimensions of the Units as built.

9. Purposes: The Building and the Units and other facilities therein are intended to be used solely for residential purposes, except as hereinafter provided in Section 10 below.

The Declarant may, until both of the Units have been sold by the Declarant, (a) rent, license or lease either Unit which has not been sold, and (b) use either Unit owned by the Declarant as a model for display, or as an office, for purposes of sale or leasing of Units.

10. Restrictions on Use: Both Units shall be subject to the following restrictions:

(a) The Units shall only be used for residential purposes, except that an occupation or profession

customarily carried out in a dwelling unit, in which no signs or advertising are employed and where the visits of business associates, clients and/or the general public are infrequent, is permitted to the extent that it is also permitted by applicable zoning ordinances and other applicable laws.

(b) No Unit shall be occupied as a residence (i) by more than one (1) family unit or (ii) by more than two (2) persons unrelated by blood, marriage or adoption.

(c) The architectural integrity of the Building and the Units shall be preserved without modification except as provided herein, and to that end, without limiting the generality of the foregoing, unless expressly permitted by some other provision of this Master Deed or otherwise permitted by an instrument in writing duly executed by two (2) Trustees of the Condominium Trust then in office and pursuant to provisions of the By-Laws: (i) no awning, screen (other than an ordinary window screen), antenna, sign, banner or other device shall be erected or placed upon the exterior portion of either Unit, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to either Unit or any part thereof; (ii) no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door or door frames shall be made; and (iii) no painting, attaching of decalcomania or other decoration shall be done on any exterior part of the surface of either Unit nor on the interior surface of any window. However, except as provided herein, this Section 10(c) shall not restrict the right of either Unit Owner to decorate the interior of such Unit Owner's Unit as such Unit Owner may desire.

(d) Except with the express written consent of two (2) Trustees or as may be otherwise specifically provided in this Master Deed or in the Declaration of Trust, no Unit Owner shall, in any way whatsoever, alter, remove, or otherwise modify, or permit to be altered, removed, or otherwise modified, any structural component(s) of either Unit or any other common area or facility of the Condominium. However, a Unit Owner may, at any time and from time to time and at such Unit Owner's sole cost and expense, change the use and designation of any room or space within such Unit Owner's Unit and may modify, remove and install non-bearing walls lying wholly within such Unit, provided that (i) any and all work with respect to the removal and installation of interior non-bearing walls to such Unit shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to the other Unit Owners, pursuant to a building permit duly issued therefor (if required by law)

and otherwise in accordance with all applicable laws, statutes, ordinances, codes, rules and regulations and pursuant to plans and specifications prepared by a registered architect or engineer which have been submitted to and approved in writing by the Trustees prior to the commencement of any such work, which approval shall not be unreasonably withheld or delayed, and (ii) if such work involves the removal, relocation or addition of an interior non-bearing wall in a Unit, a new plan of the Unit shall be recorded in the Registry of Deeds (which plan shall show the Unit as changed by such work) together with a certificate signed by the two (2) Trustees certifying that all such work has been performed with the approval of the Trustees as required by this Section 10(d).

Further, with respect to any work within a Unit (including, without limitation, normal electrical or plumbing related work) which may in any way affect a structural component or common area or facility of the Condominium or affect the other Unit either directly or indirectly, the Trustees may impose such reasonable conditions and requirements upon such work as the Trustees shall determine in their discretion, including, without limitation, a requirement that any and all workmen performing any part of such work and/or the Unit Owner commissioning such work present the Trustees with evidence of adequate liability insurance to cover fully any possible damage to the common areas or facilities of the Condominium or to the other Unit which might result from such work in the Trustees' reasonable judgment. In any event, any Unit Owner having any work performed within such Unit Owner's Unit shall be fully and personally liable to the Trustees and the other Unit Owners for any damage to the common areas or facilities of the Condominium or to the other Unit arising in any way out of such work. Upon such liability being reduced to judgment or otherwise being reduced to a liquidated amount in any other fashion, such liability, until satisfied, shall constitute a lien on the Unit of such Unit Owner which shall be enforced in the same manner as provided in the Declaration of Trust and Chapter 183A with regard to liens for common expenses.

(e) No Unit or part thereof shall be leased or rented except under a written agreement providing for a term of at least thirty (30) days duration.

(f) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust or the Rules and Regulations, as the same may be amended from time to time.

The above restrictions shall be for the benefit of the Unit Owners and the Trustees of the Condominium Trust, and shall be enforceable solely by a Unit Owner or the Trustees, insofar as

permitted by law, and shall, insofar as permitted by law, be perpetual and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 10 except such as occur during such Unit Owner's ownership of any Unit.

11. General and Special Amendment of Master Deed:

(a) Unless otherwise permitted by other provisions hereof and subject to Section 16(h) below, this Master Deed may be amended only by an instrument in writing signed by Unit Owners entitled in the aggregate of one hundred percent (100%) of the undivided interest in the common areas and facilities, and duly recorded with the Registry of Deeds as set forth below in this Section 11, provided, however, that:

(i) No instrument of amendment affecting either Unit upon which there is a mortgage of record shall be of any force or effect with respect to such Unit unless the same has been assented to by the holder of such mortgage; and

(ii) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within nine (9) months after such date.

Notwithstanding any of the foregoing, so long as the Declarant is the owner of either Unit, no amendment to this Master Deed may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit, without the Declarant's express written consent.

12. Encroachments: If any portion of the common areas, facilities or elements now encroaches upon either Unit, or if either Unit now encroaches upon the other Unit or upon any portion of the common areas, facilities or elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the common areas, facilities or elements made by or with the consent of the Trustees, or (c) as a result of repair or restoring of the Building or a Unit after damage by fire or other casualty, or (d) as a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as it exists.

13. Common Areas and Facilities Located Within a Unit:

Each Unit Owner shall have an easement in common with the owner of the other Unit to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities or

elements located in the other Unit and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the owner of the Unit to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and elements serving such other Unit and located in such Unit. The Trustees shall have a right of access, at reasonable times and upon reasonable notice (except that in the event of emergency, entry may be made at any time and without notice), to either Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common facilities or elements contained therein or elsewhere in the Building.

14. Applicable Law: The Units and common areas and facilities and the Unit Owners and Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed, the Declaration of Trust, the By-Laws or the Rules and Regulations, shall be governed by provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium or any portion thereof from the provisions of said Chapter 183A.

15. Matters to which the Units are Subject: All present and future owners, tenants, visitors, servants and occupants of any Unit shall be subject to, and shall comply with, the provisions of this Master Deed and any amendments thereto, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed for such Unit, the Declaration of Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by any such owner, tenant, grantee, visitor, servant or occupant, and (b) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease of such Unit or any part thereof.

16. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) Requirements: Notwithstanding anything to the contrary in this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations (except Section 21 of this Master Deed which provides that all portions of this Master Deed shall be consistent with said Chapter 183A), the following provisions shall apply for the protection of the holder of any first mortgage (hereinafter a "First Mortgagee") of record with respect to any Unit, and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed, the Declaration of Trust, the By-laws or the Rules and Regulations to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit so acquired by the First Mortgagee;

(b) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses, dues, or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as required by the provisions of said Chapter 183A;

(c) Except as provided by statute in case of condemnation of, or substantial loss by casualty to, the Units and/or the common areas and facilities of the Condominium, unless two-thirds (2/3rds) of the First Mortgagees (based upon one vote for each first mortgage owned) consent, the Unit Owners and the Trustees shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) change the pro rata interest or obligations of either Unit for the purpose of:

(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) determining the pro rata share of ownership of each Unit in the common areas and facilities, or

(iii) partition or subdivide either Unit; or

(iv) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities

shall be deemed an action for which prior consent of the First Mortgagees shall not be required pursuant to this clause; or

(v) use hazard insurance proceeds collected on account of losses to either the Units or the common areas and facilities of the Condominium for purposes other than the repair, replacement or reconstruction thereof;

(d) Consistent with the provisions of said Chapter 183A, at such time as the Building is assessed for real estate taxes as separate condominium units, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(e) In no event shall any provision of this Master Deed, the Declaration of Trust or the By-laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

(f) A First Mortgagee, upon written request made to the Trustees, shall be entitled to:

(i) receive written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust or the By-laws which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust and at the First Mortgagee's expense, an audited financial statement;

(iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and

(v) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the common areas and facilities of the Condominium;

(g) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed an initial term of three (3) years, although any such agreement may be renewable for yearly periods after such initial three year term. Furthermore, for as long as applicable regulations by either FHLMC or FNMA shall require, any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(h) Any First Mortgagee who has requested the Trustees to notify them of any proposed action that requires the consent of a specified percentage of First Mortgagees shall be referred to hereinafter as an "Eligible Mortgage Holder". This Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations may not be amended so as to materially adversely affect a First Mortgagee's interest in any of the following matters unless such amendment is approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the beneficial interest attributable to Units that are subject to mortgages held by Eligible Mortgage Holders:

- (i) voting rights of Unit Owners;
- (ii) increases in assessments for common expenses that raise the previously assessed amount by more than 25%, assessment liens for common expenses, or the priority of assessment liens for common expenses;
- (iii) reductions in reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility of the Trustees for the maintenance, repair and replacement of the common areas;
- (v) reallocation of the percentage of undivided interest in the common areas and facilities held by the Units, or rights to their use;
- (vi) redefinition of boundaries of any Unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) requirements under this Master Deed or the Declaration of Trust, if any, concerning hazard insurance or fidelity bonds;

(x) imposition of any restrictions on the leasing of Units;

(xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

(xii) a decision by the Trustees to establish self management of the Condominium if the Condominium consists of 50 or more units;

(xiii) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in this Master Deed or the Declaration of Trust;

(xiv) the process for terminating the legal status of the Condominium after substantial destruction or condemnation occurs; and

(xv) any provisions that expressly benefit mortgage holders, mortgage insurers or mortgage guarantors.

(i) Any decision by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium shall require the assent of Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the mortgaged Units.

(j) In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Trustees, or with respect to any other matter, the guideline with the greater numerical requirements shall control.

The Declarant intends that the provisions of this Section 16 shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and, except as may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention. Further, notwithstanding any provision of this Master Deed or the Declaration of Trust to the contrary, the Declarant shall, so long as the Declarant is the owner of either of the Units, have the absolute right to amend this Master Deed from time to time to facilitate the financing of the purchase of a Unit, as requested by FHLMC, FNMA or any proposed first mortgagee, but only so far as necessary to conform the Condominium or the provisions of this Master Deed to the rules, regulations, and guidelines of FNMA, FHLMC or any other similar entity which is or may become involved in the insurance or granting of mortgages, or the purchase of mortgages on the so-called "secondary market", such amendment to become effective

when signed and acknowledged by the Declarant and recorded with the Registry of Deeds; provided, however, that in no event shall any such amendment adversely affect either the substantive rights of any Unit Owner to use and enjoy either his Unit or the common areas and facilities of the Condominium in any material way, and provided further that the Declarant provide the Trustees with the text of any such amendments and the recording information for any such amendments.

The provisions of this Section 16 may not be rescinded or amended in any manner which is detrimental to the interests of a First Mortgagee without the written consent of all First Mortgagees.

Any certificate signed by the two (2) Trustees in office at the time setting forth as fact any matters concerning the consents or votes of First Mortgages or Eligible Mortgage Holders with respect to this Section 16, when duly acknowledged and recorded with the Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

17. Termination of Condominium: Subject to Section 16(c) above, the Condominium may be terminated and removed from the provisions of said Chapter 183A in the manner provided in Section 19 of said Chapter 183A. Upon such termination of the Condominium, the property formerly comprising the Condominium shall be distributed among the Unit Owners as provided in Article VIII of the Declaration of Trust.

18. Definitions: All terms and expressions herein used which are defined in said Chapter 183A shall have the same meanings herein unless the context requires otherwise.

19. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

20. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

21. Conflicts: This Master Deed is set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws. In case any of the provisions stated above conflict with the provisions of said Chapter 183A, the provisions of said Chapter 183A shall control.

22. Correction of Typographical Errors and Other Errors: If the Declarant determines that a typographical error, misnomer,

inadvertent omission or any other error has been made in this Master Deed, in any floor plans or Exhibits to this Master Deed or in any amendment to any of the foregoing, the Declarant shall have the right, and hereby reserves the right, to correct any such error by an instrument of amendment executed by the Declarant making reference to this Section 22, and upon such amendment being recorded with the Registry of Deeds, such error shall be deemed to have been corrected as fully and with the same force and effect as if such error were not ever made. No such amendment, however, shall adversely affect either any substantive rights or interest of any Unit Owner in his Unit or the common areas and facilities of the Condominium in any material way, without the written consent of such Unit Owner.

Executed as a sealed instrument as of the 14 day of March, 1995.

DECLARANT:

WAYLAND HOUSING ASSOCIATES, INC.,
a Massachusetts Corporation

By: [Signature]
Susan Weinstein,
its President

By: [Signature]
Robert Dolan,
its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 14, 1995

Then personally appeared the above named Susan Weinstein, President of Wayland Housing Associates, Inc., and acknowledged the foregoing instrument to be her free act and deed and also the free act and deed of Wayland Housing Associates, Inc., before me.

[Signature]
(Name)
Notary Public

My commission expires: 7/27/2001

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 14, 1995

Then personally appeared the above named Robert Dolan, Treasurer of Wayland Housing Associates, Inc., and acknowledged the foregoing instrument to be his free act and deed and also the free act and deed of Wayland Housing Associates, Inc., before me.

Martin H. Towers
(Name)
Notary Public

My commission expires: _____

~~My Commission Expires July 27, 2005~~

HSP/WAYLAND/ABS

EXHIBIT A

LEGAL DESCRIPTION OF LAND COMPRISING CONDOMINIUM AND VARIOUS MATTERS OF RECORD TO WHICH SUCH LAND IS SUBJECT:

PARCEL I

A parcel of land with the buildings thereon in Wayland, Middlesex County, Massachusetts being shown as Lot A on a plan entitled "Plan of Land in Wayland, dated January 14, 1948, Everett M. Brooks Co., C.E.," recorded with the Middlesex South District Registry of Deeds as Plan No. 65 of 1948 in Book 7242, Page 286, and more particularly bounded and described as follows:

Northwesterly by Millbrook Road one hundred (100) feet;
 Northeasterly by land of the Town of Wayland one hundred eighty-seven and 50/100 (187.50) feet;
 Southeasterly by land of the Town of Wayland one hundred twenty four and 25/100 (124.25) feet; and
 Southwesterly by Lot B, as shown on said plan, one hundred eighty (180) feet.

Containing 20,350 square feet of land, according to said plan.

PARCEL II

A Parcel of land in Wayland, Middlesex County, Massachusetts being shown as Lot B on said plan, and more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the premises at the southerly sideline of Millbrook Road, thence;
 Easterly one hundred and eight (108) feet more or less along the southerly sideline of Millbrook Road to Lot "A", thence;
 Southerly one hundred eighty (180) feet more or less to land of the Town of Wayland, thence;
 Westerly one hundred twenty-four and 25/100 (124.25) feet to other land of the Town of Wayland, thence;
 Northerly one hundred eighty-four (184) feet more or less to the point of the beginning.

Containing 20,780 square feet of land, according to said plan.

For title to said Parcels I and II, see deed of Town of Wayland dated May 23, 1994 and recorded with the Middlesex South District Registry of Deeds in Book 24683, Page 334.

Subject to easements and restrictions of record in so far as they are in effect and applicable to said Lot A and Lot B.

EASEMENT AREA

Appurtenant to said Lot A and Lot B, a permanent easement for the construction of a septic system for not more than two (2) units of low-income family and/or handicapped housing in, on and under the land shown as "Septic Easement Area = 10,085 S.F." on the plan entitled "Plan of Land in Wayland, Mass. Showing An Easement for a Septic System" dated March 8, 1993, by the Wayland Town Surveyor's Office, recorded with said Deeds on July 7, 1994 as Plan No. 649.

For title to said Easement Area see Deed dated May 23, 1994 from Town of Wayland recorded in said Deeds in Book 24683 at Page 334. See also certified copy of the vote of the 1986 Annual Town Meeting under Article 9 and certified copy of the vote of the 1993 Annual Town Meeting under Article 29, recorded with said Deeds in Book 24683, Page 341.

Subject to Local Initiative Program Deed Rider for Comprehensive Permit Ownership Project to be recorded with the first deed to each Unit in the Middlesex South District Registry of Deeds.

EXHIBIT BDESCRIPTION OF BUILDING AND OTHER
IMPROVEMENTS COMPRISING
MILLBROOK AFFORDABLE HOUSING CONDOMINIUM

- A. Number and Type of Buildings: one duplex
- B. Number of floors per Building: three including basement
- C. Number of Units per Building: two
- D. Construction of each Building
(type of construction and material):
1. Exterior facade and walls: vinyl siding
 2. Basement: cement wall - unfinished
 3. Roof: asphalt shingles
 4. Floors: carpet, vinyl sheet and ceramic tile
 5. Ceilings: plaster over blueboard
 6. Type of windows: double paned casement windows
 7. Porches: wood
- E. Location of Utility meters: outside of building on each unit
- F. Method of supplying heat to Units and location of machinery which generates heat: gas fired hot water generator stored in basement
- G. Method of supplying hot water to Units and location of machinery which heats water: gas fired hot water generator stored in basement
- H. Parking facilities' description and location: One driveway off of Millbrook Road serves both Units. Each Owner will have the exclusive use of the two parking spaces adjacent to each Unit.

I. Septic system's
description and location:

One septic system serving both
Units shown on an as-built plan
filed with the Board of Health
of the Town of Wayland.

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EXHIBIT C

Unit Designation, Area, Location
and Percentage Interest

(1) <u>Unit Designation</u>	(2) <u>Approximate Area (Sq. Ft.)</u>	(3) <u>Number of Rooms</u>	(4) <u>Location</u>	(5) <u>Percentage Interest</u>	(6) <u>Common Area Access</u>
9 Millbrook	1407.7	1 Kitchen/ Dining Room 1 Livingroom 2 Bedrooms 1 Bath 1 Basement	West side, all floors	50%	West Porch
11 Millbrook	1407.4	1 Kitchen/ Dining Room 1 Living Room 2 Bedrooms 1 Bath 1 Basement	East side, all floors	50%	East Porch

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