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89 Oxbow Rd Wayland plan # 93 of 2007

**THE RESIDENCES AT 89 OXBOW  
MASTER DEED**

Oxbow Partners LLC, a Massachusetts Limited Liability Company with a usual place of business at 75 Arlington Street, Boston, Massachusetts, (hereinafter the "Declarant", which term shall include its successors and assigns) being the sole owner of the land with the buildings and improvements (hereinafter "Buildings") thereon situated in Wayland, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed with the Middlesex South District Registry of Deeds (the "Registry of Deeds") does hereby submit said land with the Buildings erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended (hereinafter referred to as "Chapter 183A") and proposes to create and does hereby create with respect to the Premises, a condominium, subject to the reservations and matters set forth herein, including the Comprehensive Permit as defined in Section 5(c)(1), and to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus;

1. Name: The name of the condominium shall be: The Residences at 89 Oxbow (the "Condominium").
2. Description of Land: The Condominium consists of that certain parcel of real estate located at Oxbow Road, Wayland, Middlesex County, Massachusetts, which real estate is particularly described in Exhibit A attached hereto and made a part hereof and is also shown on the site plan recorded herewith. Said parcel is subject to and has the benefit of easements, covenants and rights of way of record so far as are now in force and applicable, and the right of the Declarant to grant limited common area easements to unit owners ("Unit Owners" or a "Unit Owner") as more particularly set forth in this Master Deed.
3. Description of Building: There is presently on the land hereinbefore described three Buildings comprised of sixteen (16) residential units in total (the "Units"). All of the units are to be conveyed as affordable units and shall be subject to the terms and conditions of that certain Regulatory Agreement by and among the Massachusetts Department of Housing and Community Development ("DHCD"), the Declarant and Town of Wayland recorded at the Registry of Deeds at Book 52015, Page 285 ("Regulatory Agreement") and the applicable Deed Rider required under the Regulatory Agreement for each Unit. The buildings are designated as Building A, Building B and Building C. All of the buildings are built in two sections connected by a breezeway. Storage areas hereinafter described are contained either in the breezeways or are attached

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to the exterior of the Buildings. Building A is two and one half stories above grade in one section and one and a half stories above grade in the other. Building B & C are two and a half stories above grade in both sections. The breezeways are one story in height above grade. The Buildings are constructed of cementitious siding, asphalt shingled roofs, poured concrete foundations with interior walls of gypsum wall board on wood studs. The plumbing is PVC and copper tubing.

4. Floor Plans, Designations of Units and Their Boundaries: The attached floor and site plans of the Buildings showing the layout, location, unit description and dimension of the Units, stating the name, if any, of the Buildings and bearing the verified statement of an engineer or architect certifying that the plans fully and accurately depict the same (hereinafter "Plans") are recorded with and are part of this Master Deed.

The Units (hereinafter "Units") their designations, location, approximate area, number and composition of rooms and the immediate Common Elements to which each Unit has access are as shown on Exhibit B attached hereto.

The boundaries of each of the Units are as follows:

Floors: The upper surface of the subflooring with respect to the second floor of each Unit and the upper surface of the concrete slab with respect to the first level of each Unit

Ceilings: The lower surface of the roof rafters, except for Unit 101 for which the ceiling boundary is the lower service of the ceiling joists.

Interior Building Walls: The interior surface of the wall studs.

Exterior Building Walls: The interior surface of the wall studs facing the interior of the units. Exterior Doors, Windows: As to doors leading to Common Elements, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the interior unfinished surface of the window frame and interior surface of the glass.

Certain Units shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Paragraph 5 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: (a) to use any patio adjacent thereto to which there is direct access from the interior of such Unit and to which there is no other means of access as shown on Plans; (b) to use parking space(s), if any, which are more particularly described in Section 5 hereunder; and (c) to use a photovoltaic energy panel together with the inverter located on each photovoltaic energy panel, which panels and inverters are more particularly described in section 5 hereunder; and (d) to use a storage area, if any, which are more particularly described in Section 5 hereof.

5. Common Elements: The "Common Areas and Facilities" and also called herein "Common Elements" are hereby defined to consist of the Premises, including, without limitation the following:

- (a) The land and any recreational facilities on the Premises included in the Premises, lawns, gardens, walks, pathways, parking and other improved areas not within the Units.
- (b) All portions of the Buildings not included in any Unit by virtue of Paragraph 4 above including, without limitation, the following to the extent such may exist from time to time:
  - (1) The exterior of each building, the foundations, structural members, beams, supports, exterior walls, frames for exterior windows, roof and entrances and exits of the Buildings, common walls within the Buildings, and structural walls or other structural components contained entirely within any Unit;
  - (2) In each building, the patio providing access to each Unit, which patio shall be for the exclusive use of such Unit that the patio provides access to as shown on Plans.
  - (3) Installation of central services, if any, including all equipment attendant thereto, but not including equipment contained within and exclusively servicing a single Unit;
  - (4) All conduits, chutes, ducts, plumbing, wires, chimney flues and other facilities for the furnishing of power, light, air, heat, hot and cold water and all sewer and drainage pipes, septic tanks, plants, tanks, leaching fields and all appurtenances thereto located within the Units and all such facilities located in any Unit that serve parts of the Condominium other than the Unit within such facilities are contained; as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities;
  - (5) The sand filter re-circulating septic system with all appurtenances thereto, including all pipes constituting the sewer collection system and the related appurtenances for the sewer line ("Septic System");
  - (6) The water mains, water lines and all appurtenances thereto;
  - (7) All other portions of the Condominium designated as Common Elements or Common Areas and Facilities on the Plans;
  - (8) Such additional Common Areas and Facilities or Common Elements as may be defined in Chapter 183A.
- (c) No use shall be made of a Unit or the Common Areas and Facilities that is contrary to:

- (1) The Comprehensive Permit dated September 11, 2007, issued by the Board of Appeals of the Town of Wayland recorded at the Registry of Deeds at Book 51328, Page 51 which grants a comprehensive permit and site plan approval for the Premises, such permit includes without limitation regulations on signage (the "Comprehensive Permit");
  - (2) The Regulatory Agreement or the Deed Rider applicable to each Unit;
  - (3) The easements reserved and restrictions imposed in the deed of the Premises from the Town of Wayland to the Declarant recorded at the Registry at Book 51328, Page 45;
  - (4) The Green Affordable Housing Program Covenant dated June 17, 2008, granted by Declarant to DHCD and the Massachusetts Technology Collaborative recorded at the Registry at Book 52090, Page 213 (the "GAHP Covenant"); and
  - (5) Any other easements and restrictions of record and any other agreement, by-law, law, rule or regulation by which the Premises may now or hereafter be bound.
- (d) The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed in conformance with Chapter 183A, based upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date. The Common Areas and Facilities shall be subject to the provisions of the Declaration of Trust of The Residences at 89 Oxbow Condominium Trust, recorded herewith (the "Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the Common Elements of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the Common Elements or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the Common Elements and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

(e) Limited Common Areas and Facilities:

1. The Declarant reserves the right to convey to each Unit Owner, one or more exclusive rights and easements to use one or more parking spaces as shown on the Plans recorded herewith (hereinafter collectively referred to as the "Parking Spaces"). Except for the Declarant hereunder, no person or entity that is not a Unit Owner (or guest thereof) shall own or use any Parking Space.

- (1) All Parking Spaces are designated with a number. The following restrictions and regulations shall apply to the use and occupancy of

the Parking Spaces: The Parking Spaces shall be used only for parking of registered private automobiles, passenger vehicles with commercial lettering, motorcycles and noncommercial vans for the tenants' personal use of Unit Owners entitled to use said Parking Spaces, and their respective immediate families and guests. No trucks, boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Trustees of the Condominium Trust. Only one vehicle is allowed in each Parking Space (except where a motorcycle or bicycle, and automobile will fit wholly within the front or rear boundaries of a Parking Space. No motorcycles or bicycles shall be stored on either side of a parked automobile);

- (2) A Unit Owner may permit any guest the right to use a Parking Space that said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust;
- (3) Any Unit Owner who permits any guest to use a Parking Space to which said Unit Owner is entitled to use shall be responsible for the compliance by such guest with the provisions of this section, the terms and conditions of this Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium, to the extent the same may be applicable;
- (4) In instances where vehicles using the Parking Spaces and other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles. Such expenses, if incurred by a Unit Owner or a guest thereof, shall be deemed to be Common Expenses for all purposes under this Master Deed and the Condominium Trust;
- (5) The exclusive right and easement to use a Parking Space shall always be appurtenant to the Unit to which it is conveyed and may not be severed from such Unit.

2. The Declarant reserves the right to convey to each Unit Owner, an exclusive right and easement to use a storage area within one of the storage spaces located in the breezeways or on the exterior of the Buildings, as shown on the Plans recorded herewith (collectively, the "Storage Area"). Each Unit Owner shall maintain, repair, and (if necessary) replace the interior portions of the Unit's

Storage Area at his/her own expense. The maintenance of the exterior portions of the Storage Areas shall be a Common Expense in accordance with and subject to Section 5.2 of the Condominium Trust. The owner of a Storage Area shall bear all risks, including theft and vandalism and damage from moisture or the elements, with respect to such Storage Area and any property stored therein, and shall carry appropriate insurance (including liability insurance) with respect to the Storage Area. Each owner releases, indemnifies and holds harmless the Declarant, the Condominium Trust, the Board of Trustees, and their respective affiliates, successors, assigns, lessees, sublessees, agents, licensees, contractors, employees, and mortgages (each, an "Indemnified Party" and collectively, "Indemnified Parties") from and against any claim, loss, damage, cost, expense or liability in connection with use of a Storage Area and in connection with the storage of property in the Storage Area except, as to any particular Indemnified Party, as directly caused by the gross negligence or willful act of such Indemnified Party.

3. A Unit Owner shall have the exclusive right and easement to use any patio adjacent to his/her Unit to which there is direct access from the interior of such Unit and to which there is no other means of access and as shown on the Plans recorded herewith. The Unit Owners shall keep such areas in a neat and orderly condition. All use of the patios shall be done so as to preserve the first-class appearance and character of the Condominium without modification. Storage of personal property (except for exterior furniture), placement of curtains on or other decoration of such areas, leaving trash or debris on such areas, and the hanging of clothes, sheets, blankets, laundry, signs, flags, flower boxes, planters or hanging baskets or other articles of personal property or the erection of any structure, including an awning, on such areas is prohibited, except with the written approval of the Trustees of the Condominium Trust, which may be withheld at the sole discretion of the Trustees. Exterior furniture shall be subject to the written approval of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld. The maintenance, repair and replacement of a patio, shall be performed by the Trustees as a common expense unless damage to the patio is caused by the negligence of the Unit Owner in which case the Unit Owner shall be liable for the cost.

Such rights and easements in 2 and 3 above shall not in any event be assigned or severed from ownership of the Unit to which they are appurtenant.

4. Each Unit Owner shall have the exclusive right and easement to use a photovoltaic energy panel, together with the inverter located on each panel and all wires, conduits and pipes attached thereto. The cost of maintenance repair and replacement of the photovoltaic energy panel and the inverter shall be a Common Expense of the Condominium, and the Trustees shall be responsible for keeping all records and making all reports required under the GAHP Covenant and for the maintenance and the making of all necessary repairs and replacements. The Trustees will and will cause the Unit Owners to comply with the requirements of

the GAHP Covenant including the prompt reporting of monthly utility information to the Massachusetts Technology Collaborative.

6. Restrictions on Use:

- (a) In accordance with the Comprehensive Permit there shall, at all times, be sixteen (16) affordable Units located in the Condominium, which shall be subject to a perpetual deed restriction preserving affordability by restricting occupancy and resales (the "Use Restriction"). This Section 6(a) may not be amended.

With respect to (b), (c), (d), (e), (f), (g) and (h), unless otherwise permitted in a writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

- (b) Each parking space is intended to be used only by the Unit Owner who has an easement for exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees or tenant; and each such parking space is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees, which they may withhold in their sole discretion.
- (c) The architectural and structural integrity of the Buildings and the Units, in any development phase, shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building, any Unit, or any part thereof. Installation of satellite dishes shall be subject to the provisions of the Federal Telecommunication Act of 1996. This sub-paragraph (c) shall not restrict the right of Unit Owners to decorate the interior of their Units.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, the Rules and Regulations that may be adopted pursuant thereto, this Master Deed, the Regulatory Agreement, the applicable Deed Rider encumbering such Unit, or the Comprehensive Permit.
- (e) The Units shall be used for residential purposes. No business activities of any nature shall be conducted in any Unit unless said activity complies with the Rules and Regulations of the Condominium Trust and as otherwise permitted by an instrument in writing duly executed by the Declarant or the Trustees. Provided, however, that the Unit Owner of a Unit may use one (1) room in his or her Unit as a home office for professional use accessory to a residential use, so long as no one shall be employed in such office except residents of the Unit, there shall be no signs in connection with such office, there shall be no customers or clients at the Unit and the volume of mail to the Unit, and the noise level from the Unit in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with, the rights, comforts or conveniences

of other Unit Owners or occupants, to be determined by the Trustees in their sole discretion. In no event, however, shall such office be conducted in violation of the Wayland Zoning By-laws or any applicable terms or conditions of the Comprehensive Permit.

- (f) Unless otherwise permitted in a writing executed by all of the Condominium Trustees pursuant to the provisions hereof:
- (i) No Unit shall be used for any purpose not specified in this Section;
  - (ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust, the Rules and Regulations in effect from time to time pursuant thereto, the Regulatory Agreement, the applicable Deed Rider encumbering such Unit, or the Comprehensive Permit;
  - (iii) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees, specifying the work to be performed in reasonable detail. Such approval by the Trustees shall not be unreasonably withheld, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to Trustees and from a registered architect and/or engineer reasonably acceptable to Trustees, stating that the proposed work is compatible, consistent and in compliance with the following: sound architectural and engineering practices; the design, layout and intended uses of the structural and Building systems; all applicable legal requirements; the exterior façade and exterior appearance of the Building; and the location of shafts, chases, utilities, columns, chimneys, ducts, vents and like Common Areas and Facilities. No such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium, without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' sole judgment are necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in a manner so as not to unduly inconvenience or disturb the occupants of the Condominium and shall comply with all applicable governmental and local regulations, including the construction guidelines of the Condominium, as shall be in force from time to time, and further provided that the Unit Owner performing the work shall be responsible for any repairs to the Common Areas and Facilities for damage caused by such work;



The aforesaid restrictions and limitations in subparagraph (iii) shall not apply to the Declarant for as long as the Declarant owns a Unit in the Condominium.

- (g) The use or maintenance of the Common Areas and Facilities, including the Septic System, in a manner contrary to or inconsistent with any applicable statute, the Comprehensive Permit, or any rule or regulation of the Department of Environmental Protection is hereby prohibited.

With respect to the Septic System, Unit Owners and the Trustees of the Condominium Trust shall be responsible for insuring compliance of the same with all applicable statutes, regulations or permit conditions relating thereto, including without limitation The Wayland Board of Health Permit dated February 19, 2008 and The Department of Environmental Protection approvals dated March 19, 2008 and April 22, 2008 which include an operation and maintenance plan which details the responsibilities of the septic system operator.

- (h) Under no circumstances shall any of the affordable Units be leased for any period of time, unless approved by the Monitoring Agent designated in the Regulatory Agreement. This section 7(h) may not be amended.
- (i) The Owners of Units 204, 305, 410, 511 and 616 must demonstrate to the satisfaction of the Condominium Trust prior to the Owner installing any such clothes dryer, that the installation of any proposed clothes dryer will be installed in accordance with manufacturers installation requirements and be capable of venting more then 32 feet with two 90 degree bends.
- (j) The use of fertilizers, pesticides and land use activity are subject to the Aggregate Nitrogen Loading Plan with Variance for New Construction dated February 16, 2007.
- (k) Storm water management shall be undertaken in accordance with the Storm Water Operations and Maintenance Plans approved by the Town of Wayland and the Department of Environmental Protection.

7. Amendments: This Master Deed may be amended by a Vote of Unit Owners entitled to 75% or more of the undivided interest in the Common Areas and Facilities, unless a larger percentage is required by law, or by specific provisions in this Master Deed to the contrary, and certified and acknowledged by a majority of the Trustees of the Condominium Trust, with such Trustees' certification being duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, THAT:

- (a) No instrument of amendment or restatement which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners and mortgagees of the Unit so altered;
- (b) No instrument of amendment which alters the percentage of undivided interest in the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and their first mortgagees,

and said instrument is recorded with the Registry of Deeds as an amended Master Deed;

- (c) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
  - (d) 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 Chapter 183A or any other law shall be of any force or effect;
  - (e) No amendment of the Master Deed or of the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed or Condominium Trust relating to the sewer treatment plant or any provisions therein which require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Protection or its successors;
8. Right of First Offer. All of the Units are subject to the Regulatory Agreement and the Comprehensive Permit, and each Unit is subject to the applicable Deed Rider encumbering such Unit. The Regulatory Agreement and such Deed Rider grants to the Wayland Housing Authority, subject to the provisions of Section 9(a), below, with respect to First Mortgagees, the first option to purchase each Unit upon every resale of each Unit.
9. Provisions for Protection of Mortgagees: Notwithstanding anything in the Master Deed, the Condominium Trust, the Rules and Regulations promulgated pursuant thereto, or any other Condominium document to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record which encumber the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:
- (a) 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 or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except as permitted by Chapter 183A.
  - (b) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless sixty-seven (67%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) and Unit Owners (other than the Declarant, developer, or builder of the individual Condominium Units) have given their prior written approval, the Condominium Trust and the Unit Owners shall not be entitled to:
    - (i) By any act or omission seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain: or

- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of:
- (c) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
- (d) Determining the pro rata share of each Unit in the Common Areas and Facilities.
  - (i) Partition or subdivide any Unit; or
  - (ii) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, 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 not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause: or
  - (iii) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities.
- (e) Consistent with the provisions of Chapter 183A, 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 any other part of the Condominium.
- (f) In no event shall any provision of this Master Deed, the Condominium Trust or any other Condominium document 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 to such Unit and/or the Common Areas and Facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.
- (g) A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon written request made to the Condominium Trust shall be entitled to:
  - (i) Written notification from the Condominium Trust 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 Condominium Trust or any other Condominium Document 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 audited financial statement of the Condominium Trust within ninety (90) days following the end of the fiscal year of the Condominium;
  - (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed, Condominium Trust or any other Condominium document;
  - (v) Receive prompt written notification from the Condominium Trust 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 said Unit of the Common Areas and Facilities;
  - (vi) Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustees;
  - (vii) Have made available for inspection during normal business hours current copies of the Master Deed, Condominium Trust, Rules and Regulations and other documents concerning the Condominium and the books, records, and financial statements of the Condominium.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' notice.

The Declarant intends that the provisions of this Paragraph 9 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and except as provided in Paragraph 14 all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 9 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

(i) Except for amendments to the Master Deed, Condominium Trust and Rules and Regulations for termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

- (i) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees on Units which have at least sixty-seven (67%) percent of the votes

of Units subject to first mortgages, shall be required to terminate the legal status of the Condominium: and

(ii) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages, shall be required to add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:

Voting;

- (a) Assessments, assessment liens or subordination of such liens;
- (b) Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);
- (c) Insurance or Fidelity Bonding;
- (d) Rights to use Common Elements;
- (e) Responsibility for maintenance and repair of the several portions of the Condominium;
- (f) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the boundaries of any Unit;
- (g) Boundaries of any Unit;
- (h) The interests in the Common Elements;
- (i) Convertibility of Units into Common Elements or of Common Elements into Units;
- (j) Leasing of Units;
- (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (l) Any provisions that are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on Units.

Any First Mortgagee that does not deliver or mail (by first class mail, postage prepaid) to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the

facts therein set forth as to all such parties and may be relied upon pursuant to the provisions of Section 6.4 of the Condominium Trust.

(j) To the extent permitted by applicable law, First Mortgagees shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by First Mortgagees on Units having at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property shall require the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

(iii) When professional management has been previously required by any First Mortgagee or insurer or guarantor, whether such entity became a mortgage holder or mortgage insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of Unit Owners to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

10. The Condominium Trust, through which the Unit Owners will manage and regulate the Condominium, enacts Rules and Regulations and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Condominium Trust, is as follows:

Oxbow Partners LLC, 75 Arlington Street, Boston, MA

The address of the Condominium Trust is 89 Oxbow Road, Wayland, MA

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Areas Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities located in such Unit and serving other Units, Common Areas and Facilities or other portions of the Condominium. The Trustees shall have the right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building.

12. Units Subject to Master Deed, Unit Deed, Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, Condominium Trust, Rules and Regulations, as they may be adopted or amended from time to time, and all other Condominium documents. The acceptance of a deed of a Unit shall constitute an agreement by the person or entity becoming the Unit Owner of such Unit, that the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the Rules and Regulations, and all other Condominium documents as they may be adopted or amended from time to time, are accepted and ratified by such owner, and that all such provisions shall be deemed and taken to be covenants running with the land, 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.
13. Special Amendment: Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the Condominium, the Declarant reserves the right and power to file and record special amendments ("Special Amendments") to this Master Deed, at any time and from time to time, which amends or restates this Master Deed (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi -public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) create any easements or limited Common Areas and Facilities as reserved by the Declarant hereunder; (iv) to bring this Master Deed into compliance with Chapter 183A or to meet the requirements of applicable laws and governmental regulations; or (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto, provided such Special Amendment does not materially adversely affect rights and interests of the Unit Owners or First Mortgagees. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned to the Trustees of the Condominium Trust at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.
14. Chapter 183A Governs: The Units and Common Areas and Facilities, the Unit Owners and Trustees of the Condominium Trust, shall be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded as well as any amendments to the same which became applicable to the Condominium, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein; shall be governed by provisions of 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 premises or any portion thereof from the provisions of Chapter 183A.

15. Declarant's Rights. Notwithstanding any other provision of this Master Deed or in the related Condominium Trust, as long as the Declarant holds or controls title to any Unit, the Declarant may, for its own account;
  - (a) let or lease Units, Storage Space easements and/ or Parking Space easements or licenses owned by the Declarant;
  - (b) use any Units owned or leased by the Declarant as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, meetings, and the sale or leasing of Units; and
  - (c) proceed, together with its contractors and other appropriate personnel, to perform or complete any construction, landscaping or the like in or to any of the Units or Common Elements, including any renovations, finishing work or the like in or to any Units, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed, and there is reserved to the Declarant an easement on, over, across and through the Condominium for such purposes.
16. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.



Executed as a sealed instrument this 12<sup>th</sup> day of February, 2009

Oxbow Partners LLC  
A Massachusetts Limited Liability Company

By: [Signature]

Kevin Maguire, its Manager and  
Authorized Real Property Signatory

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 12<sup>th</sup> day of February, 2009, before me, the undersigned notary public, personally appeared Kevin Maguire of Oxbow Partners LLC, proved to me through satisfactory evidence of identification, which was M.D.C., to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



**Exhibit A**

A certain parcel of real property, commonly known as 89 Oxbow Road, Wayland, South Middlesex County, Massachusetts 01778, comprised of a parcel of land containing 2.75 acres, more or less, together with improvements thereon, more particularly described as follows (the "Property"):

Beginning at a point on the northerly side of Oxbow Road and at the southeasterly corner of Lot 1A;

Thence running N 02° 31' 58" W along the said easterly boundary of Lot 1A, a distance of 165.96 feet;

Thence turning and running N 10° 12' 01" W a distance of 176.21 feet;

Thence turning and running N 50° 21' 23" E, a distance of 91.83 feet;

Thence turning and running N 13° 07' 10" E, a distance of 158.61 feet;

Thence turning and running S 48° 14' 04" E along the southerly boundary of Lot D, a distance of 375.63 feet

Thence turning and running S 38° 27' 26" W, a distance of 424.59 feet;

Thence westerly along a curve to the right having a radius of 975.0 feet, a distance of 33.23 feet along said road, to a point:

Thence running N 69° 47' 45" W, a distance of 56.38 feet, along said road to the point of beginning. Said parcel contains 2.75 acres of land, more or less.

The property is shown as Lot 2A on a plan entitled, "Plan of Land in Wayland, Massachusetts Prepared for the Wayland Board of Selectmen, Former Nike Site, Oxbow Road," prepared by the Town of Wayland Survey Department, 41 Cochituate Road, Wayland, MA 01778, dated January 3, 2006 and recorded with Middlesex South District Registry of Deeds as Plan No. 19 of 2007.

*deed: 51328/45*

**Exhibit B  
Descriptive Schedule of Units**

Unit Number	Building	Number and Type of rooms	Square Footage*	Immediate Common Area
101	A	2br with living, dining, kitchen, and full bath	982	as per plans
202		2br with living, dining, kitchen, full and half bath	1,069	as per plans
203		2br with living, dining, kitchen, full and half bath	1,082	as per plans
204		3br with living, dining, kitchen and full and half bath	1,302	as per plans
305	B	3br with living, dining, kitchen and full and half bath	1,302	as per plans
306		2br with living, dining, kitchen, full and half bath	1,082	as per plans
307		2br with living, dining, kitchen, full and half bath	1,069	as per plans
408		2br with living, dining, kitchen, full and half bath	1,073	as per plans
409		2br with living, dining, kitchen, full and half bath	1,087	as per plans
410		3br with living, dining, kitchen and full and half bath	1,302	as per plans
511	C	3br with living, dining, kitchen and full and half bath	1,302	as per plans
512		2br with living, dining, kitchen, full and half bath	1,087	as per plans
513		2br with living, dining, kitchen, full and half bath	1,073	as per plans
614		2br with living, dining, kitchen, full and half bath	1,069	as per plans
615		2br with living, dining, kitchen, full and half bath	1,082	as per plans
616		3br with living, dining, kitchen and full and half bath	1,302	as per plans

BR = Bedroom

\* Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith. The approximations may be based on total square footage, so called, and may not correspond with the square footage of useable space, so called. The Declarant has not independently verified the square footage listed above, and the Declarant expressly disclaims any warranty as to the precision of the approximation given above.

**Exhibit C**

Percentage Condominium Interest

Unit Number	Building	Beneficial Interest
101	A	5.377%
202		5.853%
203		5.924%
204		7.128%
305	B	7.128%
306		5.924%
307		5.853%
408		5.875%
409		5.951%
410	7.128%	
511	C	7.128%
512		5.951%
513		5.875%
614		5.853%
615		5.924%
616		7.128%
		<u>100.000 %</u>