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After Recording Please Return to:
Edward T. Moore, Trustee
8 Doaks Lane
Marblehead, MA 01945

POST ROAD VILLAGE CONDOMINIUM

MASTER DEED

PHASE 1

This Master Deed of Post Road Village Condominium is made on the date written below.

WITNESSETH that Wayland Forest, Inc., duly established under the laws of Massachusetts, having its usual place of business at 8 Doaks Lane, Marblehead, MA 01945, (hereinafter referred to as the "Declarant"), being the owner of certain premises off of Boston Post Road, Wayland, Middlesex County, Massachusetts, hereinafter described on Exhibit A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. DEFINITIONS AND CONDOMINIUM PHASING

A. Definitions:

The following terms shall have the following meanings in this Master Deed and in the By-laws of the Post Road Condominium Trust:

The Act shall mean Massachusetts General Laws, Chapter 183A ("Condominiums"), as amended.

Affordable Units shall be those specific units identified in paragraph 25 hereinbelow.

Association shall mean Post Road Village Condominium Trust, which shall be the unit owners' organization (condominium association) formed pursuant to the Act.

Plan No 1174 of 2013
3-19 Waccesworth Lane + Boston Post-Road
Wayland

Buildings in Phase 1 shall mean two buildings (hereinafter the "Buildings") on the Land, which buildings are described in Exhibit B attached hereto and made a part hereof and are shown on attached plans. Floor plans, also sometimes called Building Plans or Building Floor Plans, show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act, and are incorporated herein. An additional Building may be added by a phasing amendment. Exhibit B may hereafter be amended as additional phase(s) are added to the Condominium pursuant to paragraph 16 hereof. Floor plans, also sometimes called Building Plans or Building Floor Plans, show the layout, locations, unit numbers and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act, and are incorporated herein. Additional Building Plans shall be affixed to amendments to this master deed, as additional units are added in subsequent phases. Building Plans shall mean Floor Plans.

Post Road Village or Post Road Village Condominium shall mean and refer to the condominium shown on the Site Plan.

Common Land shall mean Condominium Land on which no building or EUA is located.

Condominium shall mean the Condominium created by this Master Deed.

Condominium Documents shall mean this Master Deed, the Association, By-laws, Rules and Regulations and Condominium Plans.

Condominium Land shall mean land which has been made a part of the Condominium by this Master Deed.

Condominium Plans shall mean the Site Plan and all recorded Floor Plans of the Buildings and Units.

Declarant shall mean Wayland Forest, Inc., its successors and assigns (except as limited as set forth in the definition "successors and assigns" hereafter).

Drainage Facilities shall mean the manholes, catchbasins, pipes, drains, sub-drains, swales, retention basin(s), detention basin(s), detention pond(s), conduits, and any and all related appurtenances and lines related to drainage for the benefit of the Condominium, located on the Common Land.

Dwelling shall mean a Unit intended exclusively for residential use.

EUA shall mean an "exclusive use area" or "exclusive easement area." It shall constitute an easement area for the exclusive use of a Unit, but is subject, nevertheless, to the right of the Association and its agents to enter for inspections, maintenance, repairs and related work. The EUA shall be limited to areas occupied by patios, decks, driveways, porches and exterior stairs, if any, that expressly serve only one unit.

Facility or Facilities shall mean improvements made for the common use or benefit of the Unit owners, including but not limited to roadways/accessways, common amenities, the Drainage Facilities and sewage facilities, together or individually.

Floor Plans, also sometimes referred to as "Building Plans", shall mean the plans entitled "*As Built Floor Plans, Post Road Village Condominium, 3, 5, 7, 9 Wadsworth Lane, Wayland, MA 01778; Prepared by Grazado Velleco Architects; Date: January 14, 2013,*" and "*As Built Floor Plans, Post Road Village Condominium, 11, 15, 17 Wadsworth Lane, Wayland, MA 01778; Prepared by Grazado Velleco*

Architects; Date: January 14, 2013" and "As Built Floor Plans, Post Road Village Condominium, 19 Wadsworth Lane, Wayland, MA 01778; Prepared by Grazado Velleco Architects; Date: January 14, 2013."

Garden style refers to the nine units in Building 3. If a Garden style unit occupies portions of two floors, it is also sometimes referred to as a penthouse unit.

Owner or Owners shall have the same meaning as the term "Unit Owner" in Section 1 of the Act.

Registry shall mean the Middlesex South District Registry of Deeds.

Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Trustees of the Association from time to time.

Site Plan shall the plan entitled "*Condominium Plan of Land located in Wayland, Mass.; Scale: 1"=40'; Date February 12, 2013; Hayes Engineering, Inc.*" recorded herewith at the Registry. The Site Plan shows the Land, the location of Buildings on the Land, parking areas and vehicular accessway to the Buildings.

Comprehensive Permit shall mean the Comprehensive Permit issued by the Town of Wayland Zoning Board of Appeals dated October 1, 2007, recorded at the Registry at Book 50309, Page 93, and as it may have been or may be extended or amended, from time to time.

Town shall mean the Town of Wayland, Middlesex County, Massachusetts.

Townhouse shall mean Building 2, which is a building containing three dwelling units, with each unit having direct access to the outdoors by a door that services that unit exclusively. Building 1, which is a townhouse style building containing four dwelling units, may be added by a subsequent phase.

Townhouse Unit shall mean a unit in a Townhouse.

Unit means a condominium unit intended for separate ownership, occupancy and use. Each Unit is shown on floor plans showing the layout, locations, address numbers, which also serve as the unit numbers, and dimensions of said Units as built, indicate that the Building(s) are labeled as set forth in Exhibit B attached hereto, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act. Additional buildings and units therein may be added by the Declarant by amendment to the master deed, and, when so added, the terms "Building" and "Unit" as used herein shall include each Building and Unit so added.

All other terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires or as such terms may otherwise be defined above.

B. Condominium Phasing.

The Condominium is to be developed as a phased condominium, each phase of which shall include one or more units or one or more building(s) containing one or more Units or one or more common facilities or elements or combinations thereof. Paragraph 16 hereafter sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent or signature of any Owner, or any mortgagee or any officer of the Association, or any person claiming by, through, or under any Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other phases and additional Units to the Condominium. Said Paragraph 16 also describes Declarant's rights and certain limitations on the Declarant's rights to add additional phases and additional Units.

2. **NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES**

The name of the Condominium shall be **POST ROAD VILLAGE CONDOMINIUM**.

The premises which constitute the condominium comprise the land shown on the Site Plan as that certain parcel of land, with the buildings thereon, situated on Boston Post Road, Wayland, Middlesex County, Massachusetts; said land consisting of 138,819 square feet, more or less, as are shown on the Site Plan, hereinafter defined, recorded with the Registry herewith (the "Land"), together with the improvements and Buildings; said premises being further described as set forth on the attached Exhibit A.

Post Road Village Condominium consists of the Buildings and Units as referenced in paragraph 4 below and are further described in Exhibit B attached and shown on the Condominiums Plans, which are recorded herewith and incorporated herein by reference. A description of the Units and percentages of interest of the Units are contained in Exhibit C and are shown on the Building Plans.

Phase One of the Condominium contains twelve (12) residential units. Declarant reserves the right amend the Comprehensive Permit and other approvals, and each Unit Owner, by accepting and recording the Unit Deed to his or her Unit, authorizes the Declarant to do so. The Units have access, in common with others, through Wadsworth Lane as shown on the Condominium Plans to Boston Post Road. The Condominium Plans show the layout, location, unit numbers and dimensions of the Units. Said premises are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved.

The Declarant reserves the right to grant easements or licenses over, under, through and across the Common Land and Buildings as shown on the Site Plan for the purpose of installing electric, telephone, cable television, water, sewer, natural gas lines, or any other utility serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and to grant easements over, under, through and across the common areas of the Condominium Land for drainage, slope, and utility easements and any and all related appurtenances servicing the Units in the Condominium and to set aside and reserve sufficient land area within the Condominium Land for the Facility and any replacement of the Facility. The Declarant further reserves the right, at the sole option of the Declarant, to convey the fee and/or easement rights in any and all

utility, drainage and other facilities appurtenant thereto, to the Town of Wayland or to one or more utility companies.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement, but shall have no obligation, to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities as it shall determine to be necessary or desirable to serve the Condominium, together with all such utility conduits, pipes, flues, wires, poles and other installations or facilities as shall be associated therewith. Nothing contained in this paragraph, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium.

3. LEGAL ORGANIZATION

The Association shall be the organization of Unit Owners, which will manage and regulate the aforesaid Condominium, pursuant to the Declaration of Trust and the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts. Membership in the Association is appurtenant to Unit Ownership in the aforesaid Condominium and shall not be severable in any manner therefrom and this provision.

After the initial Trustees appointed by the Declarant, the Board of Trustees of the Association shall consist of at least three and not more than five persons. Initially, the Trustees shall be appointed by the Declarant (including successors in the event of vacancy) who shall serve until the seventh annual meeting of the Unit Owners (unless resigning prior thereto upon substantial completion of the Condominium). Thereafter, the Trustees shall be elected by and from the members of the Association.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees of the Association and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

4. DESCRIPTION OF BUILDINGS

Each Unit is described on Exhibit B and has access through a walkway and driveway to Wadsworth Lane, and the right to use Wadsworth Lane in common with others, all as shown on the Condominium Plans above described and having such characteristics as are set forth in Exhibit B and shown on the aforesaid Condominium Plans. The buildings have concrete foundations, wood frames, fiber cement or wooden material siding with asphalt roof.

Phase One of the Condominium consists of two (2) residential buildings containing a total of twelve (12) units. The Buildings in Phase One are numbered 2 and 3, and accessory buildings, if any. Building numbered 2 contains three (3) Townhouse Units identified as Units 11, 15 and 17. Building numbered 3 contains nine (9) Garden Style Units identified as Units 101, 201, 202, 203, 204, 301, 302, 303 and 304. The Buildings and Units are described in Exhibit B and are shown on the building plans attached hereto and incorporated herein by reference. A description of the Units and percentages of interest of the Units are contained in Exhibit C.

5. DESIGNATION OF UNITS

Unit designation, number of rooms, approximate area and other descriptive information as to Phase One are shown on the attached Exhibits B and C, and the location of the same as is shown on the Condominium Plans.

6. VARIOUS BUDGETS

While there will be one Association to administer and oversee the condominium, there will be three separate budgets on which condominium fees shall be based, in recognition of the fact that the types of buildings have and generate differing expenses and costs, which budgets shall include the following:

- a. **Common Expenses Budget:** Premiums for public liability and casualty insurance on both the garden style building and townhouses and condominium land, and all costs and expenses for driveway maintenance, repairs and renewals, driveway and parking areas sweeping and snow plowing, maintenance and costs as to common area lighting (street lighting), trash collection, landscaping, costs for the operation and maintenance of drainage systems, and open space, water and other utility lines and systems, costs for the inspection, operation, maintenance, repair and replacement of the

septic system and lines, and signage and management fees (such expense being collectively called "Common Expenses"). There shall be a capital reserve fund of ten (10%) percent of the budget.

Funds collected for the operation and maintenance of the drainage system shall be kept in a segregated account and shall not be used for any purpose but for the operation and maintenance of the drainage system.

- b. **Townhouse Expenses Budget:** Cost and expenses for maintenance of and expenses relating to the common areas of the townhouses (collectively called "Townhouse Expenses").
- c. **Garden Expenses Budget:** Costs and expenses for the maintenance of and expenses relating to the common areas of the Garden Style Building (collectively called "Garden Expenses").

The owner of each Townhouse Unit shall not be responsible to pay any Garden Expenses, but shall pay a proportionate share of the Common Expenses based on the ratio of the percentage of interest of the Unit in the common areas and facilities bears to the total percentage of all common area interest of all then existing Garden Units and Townhouse Units and shall pay a proportionate share of the Townhouse Expenses based on the ratio of the percentage of interest of the Unit in the common areas and facilities bears to the total percentage of all common area interest of all then existing Townhouse Units. The percentages of interest of the Units have been determined in accordance with the Act and are contained in Exhibit C attached hereto.

The owner of each Garden Unit shall not be responsible to pay any Townhouse Expenses, but shall pay a proportionate share of the Common Expenses based on the ratio of the percentage of interest of the Unit in the common areas and facilities bears to the total percentage of all common area interest of all then existing Garden Units and Townhouse Units and shall pay a proportionate share of the Garden Expenses based on the ratio of the percentage of interest of the Unit in the common areas and facilities bears to the total

percentage of all common area interest of all then existing Garden Units. The percentages of interest of the Units have been determined in accordance with the Act and are contained in Exhibit C attached hereto.

The Association shall have rights of collections, liens and foreclosure as provided by MGL Chapter 183A, section 6 and this Master Deed against each unit owner based upon the obligation of each unit for failure to pay its obligations as provided above.

7. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages set forth in the attached Exhibit C. If and when all sixteen of the Units are phased into the Condominium, the percentage of interest shall be as shown on Exhibit D.

8. BOUNDARIES OF UNITS

a. The boundaries of the Townhouse Units are as follows:

- i. **Floor:** The upper surface of the concrete basement floor slab.
- ii. **Roof, Ceiling, or Upper Boundary:** The plane of the interior surface of the wood roof rafter.
- iii. **Exterior Building Walls, Doors and Windows:** The plane of the interior surface of the exterior stud walls or, in case of a concrete wall, the interior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames; as to exterior doors, the exterior surface of the door and door frames.

The boundaries of the Garden style Units are as follows:

- i. **Floor:** The upper surface of the subfloor floor.
- ii. **Roof, Ceiling, or Upper Boundary:** The plane of the interior surface of the wood roof rafters.

- iii. **Exterior Building Walls, Doors and Windows:** The plane of the interior surface of the exterior stud walls or, in case of a concrete wall, the interior surface of said concrete wall; as to windows, the exterior surface of the glass and window frames; as to exterior doors, the exterior surface of the door and door frames.
- b. Each Unit expressly excludes the roof, foundation, structural components, such as columns, girders, beams, supports, perimeter and exterior walls, concrete basement floor slabs, window frames, exterior door frames, driveways, common area recreational facilities, exterior stairs, and landings, if any, walks, and all common area conduits, ducts, pipes, flues, wires, meter area, and other installations or facilities for the furnishing of utility services or waste removal, and all components of any of the foregoing whether or not situated outside or within a Dwelling Unit or which are situated in, on, or within the EUA set aside for the exclusive use of the Unit.
- c. Except as stated below, all Units are heated by means of separate heating, ventilating, and air conditioning systems, all portions of which (including exterior compressors, concrete compressor pads, condensate lines, exterior electrical disconnects or refrigerant lines), whether located within or without the Unit, are part of the Unit which it serves and are part of the Unit.
- d. Each Unit includes the ownership of all utility installations (including, but not limited to, a hot water heater) contained therein or on the EUA set aside for the exclusive use of said Unit, which exclusively serve the Unit.
- e. The following portions of the Common Areas and Facilities are hereby designated Exclusive Use Areas appurtenant to one or more Units as hereinafter described: (i) Each Townhouse Unit Owner shall have the exclusive right to use the parking space in the driveway immediately in front of that Unit's garage, if any. Each Garden Style Unit Owner shall have the exclusive right to use the parking space(s) as are assigned to that Unit either in the Unit Deed

or in a separate assignment or license issued by the Declarant and shall be subject to the terms and conditions contained in that grant or license. The parking spaces shall be marked on the ground and shall be shown on a plan or sketch recorded at the Registry by the Declarant. If additional parking spaces are allocated to a Unit, it shall be so set forth in the first deed to such Unit or in a subsequent instrument of conveyance from the Declarant to such Unit Owner.

(ii) Each Unit Owner shall have the right to use any porch, steps, landings, patio or deck attached to a Unit and serving that Unit only. The said Exclusive Use Areas shall, however, be subject to the reserved rights and easements set forth in paragraphs 10 and 11 hereof. The Declarant reserves the right and easement to assign the exclusive use of certain of the Common Areas and Facilities to Units. Such assignments of Exclusive Use Areas may vary from the Exclusive Use Areas assigned and described in this paragraph, and if such variations shall occur, they shall be specified in the amendments to this Master Deed. The Declarant may grant each Townhouse Unit an Exclusive Use Area of land around that Unit, the size and use of which being in the sole judgment of the Declarant, but shall be defined in the initial unit deed to that Unit.

- f. Each Unit shall have as appurtenant thereto, the right and easement to use, in common with the Units served thereby, all utility lines and other common Facilities which serve it, but which are located in or pass through Wadsworth Lane and the Common Land and Facilities.
- g. Each Unit shall have as appurtenant thereto, the right to use the Common Land and Facilities in common with the other Units and in some cases, the public.

9. MODIFICATION OF UNITS

The owner of any Unit may, at his sole cost and expense, at any time, make any non-structural changes or modifications of the interior of such Unit that are not visible from the exterior, but shall make structural changes only with the prior written approval of the Board of Trustees of the Association and subject to the limitations as set forth in the By-Laws of the Association and subject to the

boundary limitations set forth above. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Wayland, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Trustees of the Association. Such approval shall be in accordance with the Terms and Provisions of the Condominium By-Laws, including the Rules and Regulations promulgated thereunder, and shall be aesthetically consistent with the character of the Condominium. Such approval shall not be unreasonably withheld or delayed. Such modifications to the Unit are limited to those which would be appurtenant to a residential use as provided in the Town of Wayland Zoning Bylaw and in compliance with the Building and Zoning By-Laws of the Town of Wayland and the terms and conditions of the Comprehensive Permit issued by the ZBA.

10. RESTRICTIONS ON USE OF UNITS

Residential Use: Each Unit on the Land is hereby restricted to residential use by the Unit Owner(s) thereof. Each such Unit shall be occupied and used only as a single-family residence and accessory uses thereto as are allowed under the Town Zoning Bylaw and Comprehensive Permit. Notwithstanding any provisions of this master deed to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for construction, storage and any other lawful purpose and for an office for real estate sales, re-sale, leasing, exchange and lease real estate, provided that a majority of such real estate activity deals with units in the Condominium. So long as the Declarant owns any Unit in the Condominium, it shall have the right to erect and maintain "for sale" signs and any similar marketing / directive signs, in and on the Common Areas and Facilities of the Condominium.

Lease: Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association, and the Rules and Regulations of the Condominium and shall have a minimum initial term of two (2) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Trustees of the Association who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further

right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

Vehicles: No part of the common areas or Wadsworth Lane, shall be used for the parking or storing of trucks larger than a small pick-up truck, or other commercial vehicles, boats, campers, or trailers, or other items or goods, except duly registered automobiles belonging to the unit owners and guests and noncommercial duly registered small pick-up trucks. Small pick-up trucks shall be defined as nothing larger than three quarters of a ton pick-up truck and may include pick-up trucks that are used for the owner's livelihood or business purpose. No part of the outside areas shall be used for repairing or maintaining of any vehicle. Any vehicle of any type that is not operable and/or is unregistered is prohibited from the Condominium. There shall be no "storage" (meaning the parking of a vehicle that is not moved for more than 30 days) of any type of vehicle in any Common Area, EUA, driveway or parking area; To promote the aesthetic appeal of the community, each Unit Owner agrees to garage their vehicle(s) when same are not in use, to the extent practicable. Notwithstanding these restrictions, the Association and its contractors may park equipment with signage on the property that is used for maintenance, security and other purposes relating to the Condominium.

Patios and Decks: The patios and decks, if any, that are appurtenant to each Unit are subject to such limitations and conditions as are imposed by the Board of Trustees of the Association. Other than chairs, benches, umbrellas, tables, and barbecues on Patios (not on decks) in the rear of the Unit and of such number, nature and type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures are to be affixed or stored on porches, patios and decks, except with the approval of the Board of Trustees of the Association, which approval may be withheld in their absolute discretion. Solar panels may not be placed on a Unit or EUA. No items may be affixed or placed on exterior front entrances, stoop or landings, with the exception of doormats and no more than two flower pots (of a design and size subject to the approval of the Board of Trustees.)

Pets. No reptiles, arachnids or venomous or wild creatures of any kind and no animals with a noisome, aggressive or vicious propensity shall be kept

anywhere in the condominium. No animals, birds or other pets may be kept in any Unit without the prior written consent of the Board of Trustees, which consent may be withheld or upon reasonable cause withdrawn in the Board's discretion. If the Board of Trustees' consent is given, it shall be effective for the life of the pet and shall be subject to the Board of Trustees' right to require the removal of the pet as herein provided or as provided in rules and regulations promulgated by the Board. Under no circumstances shall the Board of Trustees consent to allowing any Unit Owner to keep more than two pets in a Unit. All pets must be kept on a leash or carried when in any of the improved Common Land or facilities. No pet shall be allowed to defecate or urinate on any of the improved Common Land or Facilities, unless the pet owner immediately and completely picks up after the pet. Any Unit Owner who keeps a pet shall indemnify the Board of Trustees, the Association and the other Unit Owners and hold them harmless against any loss or liabilities of any kind or character whatsoever arising from the Unit Owner's having any pet in his or her Unit or other portion of the condominium and upon the failure to so indemnify, the amount of any loss or liability, until so indemnified shall constitute a lien against said pet owner's Unit pursuant to Section of M.G. L. Chapter 183A.

Any Unit Owner who keeps a pet, or whose tenant keeps a pet, in violation of the Condominium Documents, or whose pet causes any damage to or requires the cleaning of any Unit or the Common Areas and Facilities, or is offensive or causes unreasonable disturbance or noise may be:

1. Assessed by the Board of Trustees for the cost of such repair of such damage or cleaning or elimination such nuisance (including, without limitation, reasonable attorney's fees incurred by the Board of Trustees), which assessment shall be payable on demand, and / or;
2. Required by the Board of Trustees to permanently remove such pet from the Condominium upon ten (10) days written notice from the Board of Trustees.

The Board of Trustees shall require that any Unit Owner who is granted permission by the Board of Trustees to keep a pet shall properly registered the pet with the Board of Trustees and that such registration shall include a Pet

Registration Form, a description of the pet, the age and breed of the pet and a photograph of the pet, as well as a copy of a current license for such pet if a license is required by the Town of Wayland.

The Board of Trustees may impose fines upon any Unit Owner whose Unit is in violation of the Condominium Documents. Such fines may be imposed for each day that the Unit remains in violation and / or until such time that the pet is removed.

The Board of Trustees may establish rules and regulations imposing further regulation, procedures and sanctions relating to the keeping or removal of animals or concerning the violation of this provision. This provision shall not be construed to prevent a handicapped person from having a trained assistance dog.

Communication Facilities: No exterior satellite dishes, antenna or television reception or transmission devices shall be erected on any EUA or Unit without the advanced written approval of the Declarant or, when the Declarant no longer owns any Units or any part of the Condominium Land, the written approval of the Board of Trustees, which consent may be withheld by the Declarant or the Board of Trustees, as the case maybe. In any event, no satellite dishes or antennae shall be placed or erected on any portion of the Common Land.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association, and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees of the Association. Any Unit Owner found by a Massachusetts Court to be in violation of the provisions of this Master Deed, By-Laws, or Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the association in enforcing same.

11. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive right and easement to use the walkways, driveways, steps, patios and porches that service one Unit exclusively and shown on the Condominium Plans referred to herein, subject to such limitations as are imposed by the Board of Trustees of the Association. All landscaping (other than the planting of flowers) done by a Unit owner in the EUAs shall be subject to the prior written approval of the Association. The EUAs shall also be subject to access by the Board of Trustees of the Association for maintenance, inspection and repair of the buildings, EUA's, the Common Land, the Facilities, and any common utilities, walks, drives or other shared facilities located therein, provided, however, that notwithstanding anything to the contrary contained herein, the maintenance and repair of said EUA necessitated by the wrongful conduct of a Unit owner shall be at the sole expense of said Unit Owner.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the general Common Land and Facilities as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

12. COMMON AREAS AND FACILITIES

The common areas and facilities of the aforesaid Condominium comprise and consist of the entire premises, except for the Units, including, without limitation, the Land and all structural and exterior parts of the Townhouses and improvements thereon, without limitation, the following:

- a. In general, any and all buildings, foundations, structural columns, girders, beams, supports, perimeter walls and studs between Units lying inside of the inner surface of the wallboard facing such studs,

roofs, concrete floor slabs, and exterior stairways outside the Unit's boundaries, exterior window and door frames, exterior steps and landings, patios, lawns, driveways, parking areas, walks, structures, underground tanks, pipes, apparatus, equipment, and all installations existing for common use, all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity, heated or cooled air, exhaust from fireplaces or furnaces, telephone and sprinkler services, which are not located within any Unit or which, although located within a Unit, serve other Units, whether alone or in common with such Unit, not including those installations or facilities which, although located outside a unit, exclusively serve a single Unit.

- b. The Condominium Land described in the attached Exhibit A, as shown on said Condominium Plans, together with the benefit of and subject to the rights and easements, restrictions and agreements of record, insofar as the same may be in force and applicable and those referred to in this Master Deed and on the Condominium Plans annexed hereto.
- c. The easement(s) to use, in common with others, Wadsworth Lane, sidewalks outside of EUAs and utilities including, drainage facilities, water, electric, telephone, cable television, other telecommunication lines and facilities, natural gas lines, for the furnishing of utility services which are contained in the Common Land or Facilities;
- d. Other such facilities included in any part of the Condominium which serves more than one (1) Unit;
- e. All other elements and features of the Condominium however designated or described excepting only the Units themselves and unit exclusive use easements as herein defined and described.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use

contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed, and the right in the Declarant to phase in an additional Building and additional units.

13. OPEN SPACE

No Facilities, utilities, or improvements of any kind shall be allowed on the Common Land except for the Facilities shown on the Site Plan. Pursuant to the Comprehensive Permit, those portions of Common Land on which no Facilities are located or constructed shall be maintained, and managed by the Association as open space ("Open Space"), in compliance with the provisions of the Town of Wayland Zoning By-law, as they may be amended, from time to time, hereafter. The rear (southerly) portion of the Common Land is subject to a recorded Conservation Restriction.

14. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands.

15. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. That same standard shall be used if and when additional units are added by phasing.

Notwithstanding anything to the contrary contained in this Master Deed or the By-laws, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and improvements, notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise

provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

No amendment by either the Declarant or Unit Owners shall be contrary to or inconsistent with any provision of the Master Deed or By-Laws related to the operation, maintenance, repair, replacement or financing of the Facility, and the assessment of related common expenses.

The Declarant may modify units and appurtenant rights to the extent not prohibited by this Master Deed and provided any such modification is not contrary to the Comprehensive Permit and applicable law.

16. DECLARANT'S RESERVED RIGHTS TO CONSTRUCT AND ADD FUTURE PHASES AND TO AMEND

The Condominium is planned to be developed as a phased condominium, each phase of which shall include one or more buildings and Units. In order to permit and facilitate such development, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements, without creating any obligation to do so:

The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of its discretion determine to be appropriate or desirable, the following improvements and to include them in the Condominium by amendment to the Master Deed:

- i. Additional building(s) and Units, for residential use; the design and location of which being in the sole discretion of the Declarant;
- ii. Additional driveways, parking spaces and areas, walks and paths;
- iii. New or additional fences or decorative barriers or enclosures, and other structures of every character;
- iv. New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and

- v. All and any other buildings, structures, improvements, drainage controls and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to it hereunder. The Common Area shall diminish as additional units are added by phasing in such area.

The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Paragraph 16:

- a. Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add all or any portion or portions of land to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed or the Declarant records with the Registry an unambiguous statement specifically limiting or relinquishing his reserved rights to amend this Master Deed to add new Units to the Condominium.
- b. Location of Future Improvements. Limitations are not imposed on the Declarant as to the exact location or design of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 16 except for any limits that exist under the Town of Wayland Zoning Bylaw, the Comprehensive Permit, and other permits or approvals for the land shown on the Site Plan or any Facilities thereon, as same may be amended, which Declarant has the right to so.
- c. Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of a building and all Units within that Building or one or more

Units within a Building, provided, however, that the maximum total number of permitted Units for the entire Condominium shall not exceed the number stated below, unless required governmental approvals are obtained. The Declarant shall have the right to construct Units and add them to the Condominium in any order, and the Declarant shall not be obligated to construct buildings in numerical order, but may construct buildings in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases.

d. Maximum Number of Units Which May be Added by Future Phases.

The Declarant may amend this Master Deed to add new Units to the Condominium as part of future phases; however, the total number of Units in the Condominium shall not exceed sixteen (16) Units on or within the Land comprising the Condominium, as shown on the Site Plan.

e. Types of units which May be Constructed and Added to the Condominium as Part of Future Phases.

The Declarant reserves the right to change the size, height, type of construction, design and principal construction materials of future buildings and the Units which are to be added to the Condominium as part of future phases, subject to the terms of the Comprehensive Permit, Town Zoning By-Law and other applicable law, the Declarant reserving the right to amend the Comprehensive Permit and other governmental approvals and orders. Therefore, the Declarant shall not be limited to any specific type or number of Building or Units and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the size, configuration, layout and design of future Building(s) or the size, configuration, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in paragraph 8 hereof.

f. Designation of Rights as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the

Common Areas and Facilities and land for the exclusive use of the Units to be added to the Condominium as part of future phase(s), subject to the approval by the Town of Wayland, or amendment of the Comprehensive Permit, to the extent such approval is required, and provided that such modifications, if any, do not materially reduce the acres of the Common Land for the Condominium. As hereinafter described, each amendment to this Master Deed adding additional phase(s) containing Units shall specify the EUAs and other rights appurtenant to the Units in such phase(s) if such Units and appurtenant rights are different from those otherwise described herein.

The Declarant may add future phase(s) and the building(s) and Unit(s) therein to the Condominium by executing and recording with the Registry amendment(s) to this Master Deed which shall contain the following information:

- (a) Amended Exhibits B and C describing the building(s) being added to the Condominium.
- (b) If the boundaries of the Building(s) being added to the Condominium vary from those described in said Paragraph 8, the definition of the Common Areas and Facilities contained herein shall be modified, as necessary, with respect to such Unit(s).
- (c) An amended Exhibit C describing the building(s) and Unit(s) and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Land and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well as describing any variations in the boundaries of such buildings or Units from those boundaries set forth in paragraph 8 of this Master Deed, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.

- (d) If the rights designated as appurtenant to the Unit (s), being added to the Condominium, vary from those described herein, a description of such variations so as to identify the new or modified rights appurtenant to the new Unit (s). Such description of the new or modified rights appurtenant to the new Unit(s) shall also include a statement as to whether they are to be maintained by the Association or by the Owner of the Unit to which they are appurtenant.
- (e) A revised site plan of the Condominium showing the new Building(s), and floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.

It is expressly understood and agreed that no such amendments adding new phases to the Condominium or other amendments made pursuant to this Paragraph 16 shall require the consent or signature in any manner by any Owner, any person claiming, by through or under any owner including the holder of any mortgage or other encumbrance with respect to any Unit, the Board of Trustees or any Officer of the Association, any Mortgagee or any other party whatsoever. Any such amendment, when recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights' hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Associate and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the

aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the condominium.

Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this paragraph and expressly agrees to the said alteration of this Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 16.

In the event that notwithstanding the provisions of this Paragraph 16 to the contrary, it shall ever be determined that the signature of any Owner is required on any amendment to this Master Deed which adds a Unit(s), additional land and/or new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner and each Owner, (whether his deed be from the Declarant as grantor or from any other party) and each unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the By-laws, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may

be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.

All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be reasonably consistent with the initial improvements in terms of quality of construction.

No amendment by either the Declarant or Unit Owners shall be contrary to or inconsistent with any provision of the Master Deed or By-Laws related to the operation, maintenance, repair, replacement or financing of the Facility, and the assessment of related common expenses.

17. AMENDMENT OF MASTER DEED

Except as otherwise provided in Sections 16 and 17 hereof, while the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

Other than changes resulting from adding phases, any amendment involving a change in percentage interest shall require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective until recorded with the Registry. No amendment to the Master Deed shall be inconsistent with or in violation of the Comprehensive Permit, the Site Plan, or any other approvals and permits issued or granted for the land shown on the Site Plan or any Facilities thereon.

18. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time; provided however that such removal shall meet applicable governmental requirements.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Law of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

19. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Association or its By-Laws 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 acquired by the First Mortgagee;
- b. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Association or its By-Laws;

- c. 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 more than six months prior to the acquisition of title to such Unit by such First Mortgagee. If the condominium association's lien priority includes costs of collecting unpaid condominium fees and charges, the First Mortgagee will be liable for any fees or costs related to the collection of the unpaid condominium fees and charges.
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages or sixty-seven (67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgaged owned), whichever is greater, shall be required to:
 - i. by any act or omission, seek to abandon or terminate the Condominium; or
 - ii. change the pro rata interest or obligations of any individual Unit for the purpose of:
 - a. levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - b. Determining the pro rata share of ownership of each Unit in the common areas and facilities.
 - iii. partition or subdivide any Unit; or
 - iv. by an 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 facilities 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

- v. use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- vi. add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:
 - a. voting;
 - b. assessments, assessment liens or subordination of any such liens;
 - c. reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
 - d. insurance or fidelity bonds;
 - e. rights to use common areas;
 - f. responsibility for maintenance and repair of several portions of the Condominium;
 - g. expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
 - h. boundaries of any Unit;
 - i. the interest in the common areas;
 - j. convertibility of Units into common areas or of common areas into Units;
 - k. leasing of Units;
 - l. imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;

- m. a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- n. restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- o. any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- p. any provisions which are for the express benefit of mortgage holders First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

When consent is required from the First Mortgagee, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Trustees of the Association appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- 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 the Condominium as a whole;

- f. In no event shall any provision of this Master Deed of the Association or its 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 taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Trustees of the Association, shall be entitled to written notice of:
- i. any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
 - ii. any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
 - iii. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - iv. any proposed action which would require the consent of a specified percentage of First Mortgagees.

Implied Approval of Mortgagee: Whenever approval or consent is required from a First Mortgagee, implied approval or consent to an amendment to this Master Deed shall be assumed when a First Mortgagee fails to submit a response to a written proposal for an amendment within sixty (60) days after the First Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. An affidavit by the Clerk or a majority of the Board of Trustees of the Association appended to the amendment referencing this provision and stating that notice was given as above provided and that no response had been received from the First Mortgagee within sixty (60) days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto. If the Act requires a longer

notice period or another method of notice, the Board of Trustees shall adhere to the longer notice period or all notice requirements.

20. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

21. BOOKS, RECORDS AND FINANCIAL STATEMENTS

- a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during the normal business hours or under other reasonable circumstances.
- b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled once a year, upon written request, to a copy of a financial statement prepared by a Certified Public Accountant for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

22. CONSTRUCTION OF DOCUMENTS

In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

23. MISCELLANEOUS

- a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or

described the scope of this Master Deed or the intent of any provision hereof.

- b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.
- c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches that occur.
- d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions 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 though such invalid provision had never been included herein.
- e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.
- f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by

the Association and shall be collected as any other common charge from said Unit Owner.

- g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.
- h. Special Amendments. Notwithstanding anything to the contrary contained herein or in the Association documents to the contrary, the Declarant reserves the right and power (but shall have no obligation), at any time and from time to time until the Declarant no longer owns any Unit, to record special amendments to this Master Deed and the Association documents at any time, without the consent of the Association or the Unit Owners or those claiming under a Unit Owner, in order to (i) make clerical, mathematical or factual corrections to the Association documents or this Master Deed, including, without limitation, clerical or factual corrections to the plans and provisions relating to any appurtenance to any Unit or any description of or percentage interests appurtenant to any Unit, (ii) to conform the Association documents and this Master Deed to the requirements of law or the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation (FHLMC"), Massachusetts Housing Finance Agency ("MHFA") and other so-called "secondary mortgage market lenders", and/or the Act; (iii) to insert herein and in the Association documents such provisions as may be required to qualify mortgages of Units in the Condominium for sale to FHLMC or FNMA, or to induce FHLMC or FNMA to make, purchase, sell, insure, or guarantee first mortgages of Units; or (iv) to comply with the requirements of the Town of Wayland or any agency or department thereof, or of any governmental agency or body, or (v) to comply with the requirements of any insurance underwriter or insurance regulatory body, or (vi) to conform to design and marketing needs, as determined by the Declarant; or (vii) to cause the affordable units to comply with Department of Housing and Community Development regulations and guidelines. In furtherance of the

foregoing, a power coupled with an interest is hereby reserved by and granted to the Declarant to vote in favor deed, mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such special amendment.

- i. Successors and assigns, when used with reference to rights reserved by the Declarant, shall mean the successors and assigns of the Declarant, but the term "successors and assigns" specifically excludes grantees of unit deeds and unit mortgages. The fact that a grantee acquires one or more Units in a unit deed or mortgage shall not render such grantee the successor or assign of the Declarant unless such deed, mortgage, or other instrument, referring specifically to this Section of this Master Deed, so states.

25. AFFORDABLE UNITS

Units 201 and 204 in Phase One are designated in perpetuity as affordable units and shall be sold to Eligible Purchasers. Those are the only affordable units in Phase One. None of the other Units in Phase One are affordable units. Such affordable Units are sometimes collectively called the "Affordable Units" and separately sometimes called "Affordable Unit". "Eligible Purchaser" is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Community Development. A "Family" shall mean two or more persons who will live regularly in the Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. "Area" is defined as the Boston MSP/PMSA/Non-Metropolitan County. The Affordable Units shall be priced, marketed, conveyed and restricted in accordance with a regulatory agreement and deed rider and the applicable terms and conditions of the Comprehensive Permits referenced in Exhibit A. The percentages of interest in the common area reflect the impact of the deed restriction on the value of the Affordable Units. Declarant reserves the right to reallocate a Unit from a market unit to an affordable unit or from an affordable unit to a market unit, but only

with the consent of the then record Unit owner of that Unit and all mortgagees holding a mortgage on that Unit and if all required governmental approvals are obtained to do so, but no such designation shall be effective until notice of that fact has been recorded at the Registry.

26. RIGHT TO PURCHASE: Other than a sale of units by the Declarant or the subsequent sale of Affordable Units or a foreclosure sale by a mortgagee or a deed to a lender in lieu of a foreclosure, prior to the sale of any Unit, the then Unit Owner shall offer to sell that Unit to the Declarant for the amount that the Unit Owner is willing to accept for such Unit. Such Offer shall be in writing, shall be signed by all of the record owners of the Unit and shall contain the following information: (a) The identify the Unit; (b) the name of the Unit Owner; (c) the date of the Offer; and (d) the selling price acceptable to the Unit Owner. The Offer shall not include any other conditions as to the sale. For seven days after actual receipt of such Offer, Declarant shall have the right to accept or reject such Offer. Notice of acceptance shall be deemed given if delivered to the Unit. If the Declarant fails to deliver a written notice of acceptance of the Offer to the Unit Owner within such seven days, then for a period of ninety (90) days after the date when the Declarant's right to accept the Offer expired, the Unit Owner shall be free to sell the Unit for an amount that nets to the Unit Owner an amount equal to or greater than the amount of the Offer. The phrase "nets to the Unit Owner" as used in the prior sentence means the amount received by the Unit Owner from a sale after deducting from the gross sales price any and all brokerage fees, finder's fees or seller credits given to the purchaser. If at any time the Unit Owner reduces the price that he or she is willing to accept for the Unit, the Unit Owner shall re-offer the Unit to the Declarant for the reduced sales price, using the same procedure and giving the Declarant the same time to respond as stated above.

If the Declarant accepts an Offer from a Unit Owner, the Unit Owner shall convey a good and clear, record and marketable title to the Unit, free from all encumbrances except matters contained in this master deed and the Condominium By-Laws, by quitclaim deed, with actual closing to be held sixty days after the Declarant accepts the Offer.

If the Declarant elects not to purchase a Unit, the Declarant shall provide a recordable, written notice of that fact upon request of the Unit Owner.

The Declarant may assign some or all of its rights under this section to a person or entity, but such assignment shall have no force or effect unless and until such assignment is recorded at the Registry of Deeds.

This paragraph and the right of refusal vested in the Declarant shall expire twenty years after the date of this Amendment and Restatement.

This provision does not apply to a sale of a unit by the Declarant or the sale or resale of Affordable Units. The rights of the Declarant hereunder are subject and subordinate to the rights of the First Mortgagee as stated in paragraph 20 above.

The Declarant's option rights in this provision are binding upon each grantee from the Declarant and each subsequent Unit Owner. This right and option in the Declarant may not be amended or deleted during the 20 year term of this right, except with the expressed, written and recorded consent of the Declarant.

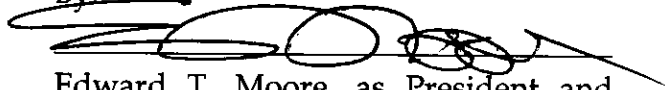
27. COMPREHENSIVE PERMIT CONDITIONS: The Condominium, acting by and through the Association, shall conform to and shall be responsible for the items contained in sections 36, 37, 38, 39, 41 and 42 of the Comprehensive Permit. The Association Trust contains provisions as to the implementation of those sections.

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Witness my hand and seal this 20th day of March 2013.

WAYLAND FOREST, INC.

By:



Edward T. Moore, as President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 20th day of March 2013, before me, the undersigned notary public personally appeared Edward T. Moore as President and Treasurer of Wayland Forest, Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license with a photograph, 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, on behalf of Wayland Forest, Inc.



NOTARY PUBLIC



EXHIBIT A

Land

That certain parcel of land, with the buildings thereon, situated on southerly side of Boston Post Road (Route 20), in Wayland, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the State Road at the junction of land now or formerly of Wheelock and land recently sold to John Lavaggi, thence running southerly on said land now or formerly of Lavaggi, eleven hundred five (1,105) feet to land now or formerly of Frank L. Young; thence running easterly by said land now or formerly of Young, one hundred nine (109) feet to a corner; thence running about southerly again by said land now or formerly of Young, one Hundred eighteen (118) feet to the junction of lands now or formerly of said Wheelock and said Young and the Commonwealth of Massachusetts, thence running about, eleven hundred sixty (1,160) feet to said State Road; thence running westerly by said State Road, one hundred sixteen (116) feet to a point of beginning. All of said lines, excepting the one running northerly are shown on a plan made by Roland B. Rand dated March 17, 1922, and recorded with Middlesex South District Deeds, Book of Plans 303, Plan 50.

Being the same premises conveyed to Wayland Forest, Inc. by deed of Weston Place, LLC, dated September 8, 2006, recorded at the Middlesex South District Registry of Deeds at Book 48139, Page 477.

Said premises are subject to and have the benefit of the following:

1. Provisions of Massachusetts General Laws Chapter 183A, as amended, the within Master Deed, as it may be amended from time to time, the By-Laws of Post Road Village Condominium Trust and the Rules and Regulations promulgated thereunder.
2. Comprehensive Permit issued by the Wayland Board of Appeals recorded at Registry Book 50309, Page 93.

3. Regulatory Agreement recorded at Registry Book 59527, Page 439 that affects the Affordable Units.
4. Order of Conditions issued by the Wayland Conservation Commission (DEP File No. 322-665), which contains conditions that remain post-completion and are binding on the Condominium and the Association, recorded at Registry Book 50030, Page 361, as extended at Registry Book 55718, Page 545, and Registry Book 59679, Page 132.
5. Easement Agreement with Verizon New England, Inc. and NSTAR, recorded at Registry Book 60849, Page 485.
6. Conservation Restriction recorded at Registry Book 60998, Page 276.
7. The Condominium Plans and matters and conditions shown on them.
8. Easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.
9. Future Phases: The right to construct Units and Facilities on all portions of the Condominium Land and Common Land and to add same to the Condominium by Amendment to the Master Deed, all as more fully set forth herein except that the Declarant shall have no rights to construct Units and Facilities on the Common Land Except for those shown on the Site Plan, as it may be amended.

EXHIBIT B**Buildings****PHASE 1**

There are two (2) residential buildings in Phase 1 containing a total of twelve (12) unit(s), which buildings and units are shown on the Site Plan and the Floor Plans. The residential Buildings in Phase 1 are numbered 2 and 3 and are located as shown on the Site Plan. The buildings are wood frame construction, with foundations, peaked roofs and clapboard siding.

BUILDING 2 (Townhouse style building containing three units): Building 2 and the three units therein are shown on plan entitled, "*As Built Floor Plans, Post Road Village Condominium; 11, 15 17 Wadsworth Lane, Wayland, MA 01778 January 14, 2013.*" A further description of the Units and the percentages of interest of the Units in Building 2 are contained in Exhibit C.

BUILDING 3 (Garden style building containing nine units): Building 3 and the nine units therein are shown on plan entitled, "*As Built Floor Plans, Post Road Village Condominium, 19 Wadsworth Lane, Wayland, MA 01778; Prepared by Grazado Velleco Architects; Date: January 14, 2013.*" A further description of the Units and the percentages of interest of the Units in Building 3 are contained in Exhibit C.

The Buildings and the floor plans of Units in those buildings are as show with the layout, locations, unit numbers and dimensions and areas of the Units are labeled as set forth in the Site Plan and Floor Plans incorporated herein, and bear the verified statement of a registered architect, registered professional engineer or registered professional surveyor, all as required by the provisions of Section 8 of The Act.

The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans recorded herewith, which are incorporated herein and made a part hereof.

The Declarant in setting the percentages as set forth in Exhibit C, has complied with the provisions of Chapter 183A.

EXHIBIT C

Existing Units in Phase One

UNIT #	STYLE	FINISHED LEVELS	SIZE (SQ. FT.)	BEDROOMS	BATHS	COMMON ELEMENTS		
						Percentage of Townhouse Budget	Percentage of Garden Style Budget	Percentage of Shared Budget
TOWNHOUSE UNITS								
11	Townhouse	3	2,900	3	2F/1H	33.898%		8.800%
15	Townhouse	3	2,775	3	2F/1H	32.203%		8.800%
17	Townhouse	3	3,000	3	2F/1H	33.898%		8.800%
						100%		
GARDEN STYLE UNITS								
101	Garden	1 st	3,150	3	3F		14.851%	8.800%
201	Garden*	2 nd	1,175	2	1F/1H		6.931%	6.000%
202	Garden	2 nd	1,475	2	2F		9.901%	8.800%
203	Garden	2 nd	1,475	2	2F		9.901%	8.800%
204	Garden*	2 nd	1,175	2	1F/1H		6.931%	6.000%
301	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	8.800%
302	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	8.800%
303	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	8.800%
304	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	8.800%
TOTALS						100%	100%	100%

*Designates Affordable Units.

NOTES:

- Each Unit contains such rooms and other characteristics, all as shown on the Condominium Plans recorded herewith, which are incorporated herein and to which reference is hereby made for a more particular description. Each Unit is used only for residential purposes, including any accessory uses allowed under the Town of Wayland Zoning Bylaw.
- Each time the Master Deed is amended to add one or more Units, the percentage of undivided interest in the Common Areas and Facilities of each existing Unit and each Unit added to the Condominium by such amendment shall be calculated (and as to existing Units altered) so that the percentage of undivided interest in the Common Areas and Facilities shall conform with the provision of the Act.

EXHIBIT D

If and when all sixteen units are phased into the Condominium, the percentages of interest shall be as follows:

UNIT #	STYLE	FINISHED LEVELS	SIZE (SQ. FT.)	BEDROOMS	BATHS	COMMON ELEMENTS		
						Percentage of Townhouse Budget	Percentage of Garden Style Budget	Percentage of Shared Budget
TOWNHOUSE UNITS								
3	Townhouse*#	3	1,500	3	1F/1H	9.917%		4.500%
5	Townhouse*#	3	1,700	3	1F/1H	9.917%		4.500%
7	Townhouse#	3	2,650	2	2F/1H	14.876%		6.830%
9	Townhouse#	3	2,900	3	2F/1H	16.529%		6.830%
11	Townhouse	3	2,900	3	2F/1H	16.529%		6.830%
15	Townhouse	3	2,775	3	2F/1H	15.702%		6.830%
17	Townhouse	3	3,000	3	2F/1H	16.529%		6.830%
						100%		
GARDEN STYLE UNITS								
101	Garden	1 st	3,150	3	3F		14.851%	6.870%
201	Garden*	2 nd	1,175	2	1F/1H		6.931%	4.500%
202	Garden	2 nd	1,475	2	2F		9.901%	6.830%
203	Garden	2 nd	1,475	2	2F		9.901%	6.830%
204	Garden*	2 nd	1,175	2	1F/1H		6.931%	4.500%
301	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	6.830%
302	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	6.830%
303	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	6.830%
304	Penthouse	3 rd & 4 th	2,100	2	2F/1H		12.871%	6.830%
TOTALS						100%	100%	100%

*Designates Affordable Units.

NOTES: # These four units do not currently exist. They shall not exist as condominium units unless and until they are phased into the Condominium.