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MASTER DEED OF WAYLAND COMMONS CONDOMINIUM

WAYLAND MEADOWS, LLC, a Delaware limited liability company with a place of business c/o Equity Industrial Partners Corp., 145 Rosemary Street, Suite E, Needham, Massachusetts 02494 (the "Declarant", which term shall include its successors and assigns) being the sole owner of certain property situated in Wayland, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Land"), by duly executing and recording this Master Deed, does hereby submit the Premises described below to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended ("Chapter 183A") and proposes to create and does hereby create a condominium (the "Condominium"), to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Name; Definitions.

The name of the Condominium shall be the "WAYLAND COMMONS CONDOMINIUM".

1-1 The initial phase of the Condominium, designated as Phase 1, consists of four (4) Units situated in one (1) building designated as Building Number 1 having access to Hastings Way, a private way, all shown on the Condominium Plans (defined below), which shows the layout, location, unit numbers and dimensions of the Units as built. The Declarant intends, and hereby reserves the right, but not the obligation, to add additional phases to the Condominium, all as set forth in Section 16 hereof.

1-2 The Declarant hereby expressly reserves to itself and its successor-in-title and its or their nominees, for a period ending on the completion of all phases in the Condominium, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the Common Areas and Facilities of the Condominium (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium, provided that in the exercise of such rights reserved by the Declarant in this Section, the Declarant will not unreasonably affect the use and enjoyment of the Common Areas and Facilities in the phases already added to the Condominium. Nothing in this Section shall be deemed to create any rights in the general public.

2010/1/40

KERTZMAN & WEIL, LLP
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Wayland Commons Condominium, Wayland, MA
(Streets: Old Sudbury Road + Hastings Way, Wayland)

1-3 The Declarant further reserves the right in the creation of subsequent phases (including the right to create subphases within one or more phases) to change the order of such phases, provided that in all instances the percentage of interest attributable to each such Unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A as amended, taking into account any resale and other restrictions applicable thereto and the requirements of the Comprehensive Permit.

1-4 The Declarant also reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas and Facilities of the Condominium land for access to and from buildings and parking spaces located on other phases.

1-5 The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas and Facilities of the Condominium land and buildings for the purpose of installing cable television lines and utilities serving the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

1-6 The terms listed below shall have the accompanying meanings for the purposes of this Master Deed:

1-6.1 "Chapter 183A" shall mean Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended from time to time.

1-6.2 "Affordable Unit" shall mean a Unit designated as an Affordable Unit pursuant to the provisions of the Comprehensive Permit defined below.

1-6.3 "Comprehensive Permit" shall mean the Comprehensive Permit (Decision #05-22) issued by the Town of Wayland Board of Appeals on January 27, 2006 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 47807, Page 478, as modified by that certain Comprehensive Permit Modification Decision dated October 8, 2009 and recorded with the Registry in Book 54718, Page 147 as the same may be amended from time to time by instruments of record.

1-6.4 "Condominium" shall mean the Condominium created by this Master Deed.

1-6.5 "Condominium Trust" or "Trust" shall mean the Wayland Commons Condominium Trust, the organization of Unit Owners formed pursuant to Chapter 183A.

1-6.6 "Declarant" shall mean Wayland Meadows, LLC and its successors and assigns.

1-6.7 "FHLMC" shall mean Federal Home Loan Mortgage Corporation.

1-6.8 "FNMA" shall mean Federal National Mortgage Association.

1-6.9 "Registry" shall mean the Middlesex Southern District Registry of Deeds.

1-6.10 "Regulatory Agreement" shall mean that certain Regulatory Agreement by and between the Massachusetts Housing Finance Agency and Wayland Meadows Development, Inc.,

dated October 7, 2008 recorded with the Registry in Book 52078, Page 1, as the same may be amended from time to time by instruments of record.

1-6.11 "Rules and Regulations" shall mean the Rules and Regulations promulgated pursuant to the Condominium Trust, as amended from time to time.

1-6.12 "Trustees" or "Board of Trustees" shall mean the Board of Trustees of the Condominium Trust.

1-6.14 "Unit" shall mean a Condominium Unit as that term is defined in Section 1 of Chapter 183A.

1-6.15 "Unit Owners" shall have the same meaning provided in Section 1 of Chapter 183A.

1-6.16 "Zoning By-Law" shall mean the Zoning By-Law of the Town of Wayland.

1-6.17 All other terms used, but not defined herein, but which are defined in said Section 1 of Chapter 183A shall have the meanings set forth therein.

2. Description of Land.

2-1 The Premises which constitute the Condominium consist of the land (the "Land") situated on Old Sudbury Road (Route 27) in the Town of Wayland, Middlesex County, Massachusetts, consisting of approximately 18.1 acres of land on two separate parcels, one with an area of approximately 11.4 acres (the "Southerly Parcel") and the other with an area of approximately 6.7 acres (the "Northerly Parcel"), all as shown on a plan of land entitled "Condominium Site Plan Phase 1 Wayland Commons Condominium Wayland MA," by Hancock Associates dated June 10, 2010 recorded herewith in Plan Book 2010, Plan 740 (the "Site Plan") and the Floor Plans of Building No. 1 consisting of three sheets entitled "Wayland Commons Building #1, Units 1-4, 34, 36, 38 & 40 Hastings Way, Wayland Massachusetts Phase 1" by HPA Design, Inc. dated October 4, 2010 recorded herewith in Plan Book 2010, Plan 740 (the "Floor Plans", the Site Plan and the Floor Plans sometimes hereinafter referred to as the "Condominium Plans").

2.2 The Land is more particularly described in Exhibit A attached hereto and made a part hereof, which land, and the buildings and improvements thereon, are subject to and have the benefit of the matters set forth on Exhibit C hereto, and all other easements, restrictions and appurtenant rights of record, insofar as in force and applicable.

3. Description of the Building(s).

3-1 The Initial Phase of the Condominium, Phase 1, consists of four (4) Units located in one (1) building (the "Building") namely Building 1 known as and numbered 34, 36, 38 and 40 Hastings Way, having access by individual driveways to Hastings Way, a private way, all shown on the Condominium Plans above described.

3-2 The Building has a poured concrete foundation, is constructed principally of wood, has cedar shingles, wood joists, and a fiberglass based shingle roof over ½" sheathing. The Building contains two (2) above grade stories and a basement level.

4. Designation of the Units and their Boundaries.

4-1 The Units. The Condominium currently contains four (4) units (the "Units"). Unit 2B has been designated as an Affordable Unit in accordance with the terms and conditions of the Comprehensive Permit. When fully constructed, the Condominium shall contain no more than forty-eight (48) Units, twenty-five percent (25%) of which shall be Affordable Units. Declarant shall execute any and all instruments that are or may in the future be required to ensure that the Affordable Units remain subject to the restrictions set forth in the Comprehensive Permit and the Regulatory Agreement, including, without limitation, resale restrictions, which restrictions shall also be set forth in the Unit deeds for the Affordable Units. Any amendment of this Master Deed purporting to alter, amend or delete any restriction set forth in the Comprehensive Permit or the Regulatory Agreement shall be void and of no force or effect unless such amendment complies with the termination and extinguishment provisions with respect to such restriction set forth in the Comprehensive Permit or Regulatory Agreement, as the case may be.

4-1.1 The currently existing Units and the designations, locations, approximate areas, Common Elements (as hereinafter defined) immediately accessible thereto and the Percentage Interest of each Unit in the Common Elements are as set forth on Exhibit B attached hereto and made a part hereof and are shown on the Floor Plans recorded herewith which show the layout, locations, unit numbers and dimensions of said Units as built, and bear the verified statement as required by the applicable provisions of Chapter 183A. The owner or owners of a Unit are hereinafter (jointly, if more than one) referred to as the "Unit Owner." The determination of Percentage Interest is based upon the approximate relation that the fair value of the Unit on the date of this Master Deed bears to the then aggregate fair value of all of the Units in the Condominium. In determining the fair value of the Affordable Units, Declarant has taken into consideration the resale and other restrictions applicable thereto.

4-1.2 Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Owner's Unit, subject always to provisions of Section 8 hereof and subject further to the limitation that no Unit shall contain more than two (2) bedrooms.

4-2 Unit Boundaries. The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof are as follows:

4-2.1 Floors: The plane of the upper surface of the concrete basement floor slab.

4-2.2 Ceilings: The plane of the bottommost surface of the roof rafters supporting the roof and other structural members appurtenant to such roof rafters.

- 4-2.3 Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof; and as to the windows, the exterior surface of the glass and the window frame, , hereby designating as part of each Unit the entirety of all doors, windows, insulating frames, jambs, mullions, thresholds, sills, flashing, molding, trim, hardware, glass and screens.
- 4-2.4 Garage: As to the garage included within each Unit, the plane of the lower surface of the concrete floor slab, the plane of the lower surface of the roof rafters, and as to walls, the plane of the interior surface of the wall studs and/or concrete walls facing the Unit; as to the exterior doors, the unpainted exterior surface thereof; as to the exterior door frames and window frames, the unpainted exterior surface thereof and as to the windows, the exterior surface of the glass.
- 4-2.5 All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be furnished, installed, maintained, repaired and replaced at the sole expense of such Unit Owner, provided, however, that there shall not be any change, replacement or repair of any of the above items without the prior written approval of the Board of Trustees.
- 4-2.6 Each Unit excludes the foundation, structural columns, girders, beams, supportors, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.
- 4-2.7 Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit, including without limitation the furnace, air conditioning, water heater, electrical service panel, sump pump (if installed), radon vent (if installed), the fireplace flue and dryer vents and all other utilities or fixtures exclusively servicing that Unit.
- 4-2.8 Each Unit shall have as appurtenant thereto the right and easement to use, in common with any other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.
- 4-2.9 Each Unit shall have as appurtenant thereto, the right and easement to use, repair and maintain any gas line providing service to said Unit, but located in whole or in part within any other Unit.
- 4-2.10 Each Unit shall have as appurtenant thereto the right for residents of the Unit and their guests to use the Common Areas and Facilities, as described in Section 5 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in Section 6 hereof which are

reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

4-3 Combining and Subdividing Units.

- 4-3.1 Combining Units. Either the Declarant or the Trustees (in their sole discretion) may authorize adjacent Units (or portions thereof) in common ownership to be connected for the purpose of single occupancy, and for such purpose cuts may be made in common walls; provided that the Unit Owner of the Units to be combined shall do any work in connecting the Units at its own expense and only in the manner prescribed by the Declarant or the Trustees and provided further that any such combination of Units is permitted pursuant to the Comprehensive Permit and the Regulatory Agreement. Any such authorization shall be valid only if in writing and signed by either the Declarant or a majority of the then Trustees. At such time as connected Units shall no longer be in common ownership, the Unit Owners of such Units shall promptly restore the common wall between the Units at their expense, and upon failure to do so the Trustees may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Trust for the cost of the work, which, if not paid when demanded, shall constitute a lien on the Units in question in proportion to their respective Percentage Interests. During the period of time during which any two (2) Units may be combined, the lien for common expenses against either Unit shall be deemed to be a lien against both Units.
- 4-3.2 Subdividing Units. Either the Declarant or Trustees (in their sole discretion) may authorize that Units be subdivided into two or more Units; provided that the Unit Owner of the Unit to be subdivided shall do any work involved in subdividing the Unit at its own expense and only in the manner prescribed by either the Declarant or the Trustees and provided further that any such subdivision of Units is permitted pursuant to the Comprehensive Permit and the Regulatory Agreement. Any such authorization shall be valid only if in writing and signed by either the Declarant or a majority of the then Trustees. If a Unit is subdivided pursuant to the provisions of this Section it shall not be recombined except in accordance with the provisions of Subsection 4-3.1 immediately above.
- 4-3.3 Special Amendment. Upon completion of any work necessary to combine or subdivide a Unit, the Unit Owner(s) of such Unit(s) shall cause a plan of the Unit(s) to be prepared, which plan shall contain the information and the statement required by Chapter 183A, Section 8(f) insofar as applicable. Copies of such plans shall be provided to either the Declarant or the Trustees, who shall cause such plan and a Special Amendment (as hereinafter defined) to this Master Deed to be recorded with the Registry. The Unit Owner(s) of the Unit(s) being combined or subdivided shall be responsible for all legal, engineering and recording fees and other costs which may be incurred. Any such Special Amendment must be signed by the Unit Owner(s), any mortgagees of the Unit(s), and either the Declarant or a majority of the Trustees.

- 4-3.4 **Unit Designations; Percentage Interests.** In any Special Amendment to this Master Deed prepared and recorded as described above, the Declarant or Trustees shall (to the extent necessary or advisable) create new Unit numbers or designations. Such Special Amendment shall also reallocate the Percentage Interest(s) of the Unit(s) in the approximate relation that the fair market value of each new Unit bears to the fair market value of the original Unit(s) involved, such that (a) the resulting Percentage Interests of any subdivided Units equal that of the Unit subdivided, (b) the resulting Percentage Interests of any combined Unit shall equal the total of those combined, and (c) the total resulting percentages of all Units in the Condominium shall equal one hundred percent (100%).
- 4-3.5 **Limitations.** Any and all work with respect to the removal or relocation of the interior wall or floor dividing any such Units shall not involve the removal or relocation of a structural or load-bearing wall or floor. Any and all work undertaken pursuant to this Section 4 shall be done in a good and workmanlike manner and in compliance with industry standards and all applicable laws, pursuant to a building permit validly issued therefor (if required by law) and any other permits required by law. All such work shall also be done in accordance with any applicable By-law provisions, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur as a result of such work. The Trustees may have the plans reviewed by a professional of their choosing and may request such further plans, documentation, evidence of insurance and bonds or sureties as they reasonably deem necessary, all costs and expenses of which shall be borne by the Unit Owner submitting such plans and request for approval and shall constitute a lien upon such Units (as provided in the Trust and under Massachusetts law for unpaid common charges).

5 Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in Section 6 hereof, the entire Premises, including without limitation the land and all parts of all Buildings and all improvements thereon, shall constitute the Common Areas and Facilities of the Condominium (sometimes hereinafter referred to as General Common Areas and Facilities to distinguish them from Limited Common Areas as defined in Section 6 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

5-1 The Land described in Exhibit A, together with the benefit of and subject to all rights and easements set forth herein and all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable, and subject to the right and easement of the Declarant to construct and add the Buildings and Units and parking spaces constituting subsequent phases as hereinbefore described and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the buildings and Units and parking spaces constituting such subsequent phases, including the rights and easements hereunder reserved, and hereafter to submit such phases by amendment

to said Master Deed and until such amendments are recorded by the Declarant submitting any of said buildings and Units and parking spaces will remain the property of the Declarant and shall not constitute part of the Condominium and subject to the rights of the Declarant set forth herein.

5-2 The foundations, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs and structural walls or other structural elements and components even if contained entirely within any Unit.

5-3 All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, sewer, water, gas, electricity, television cable, and telephone, 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.

5-4 The Sewage Pump Station located on the Land, together with all pipes, sewers, conduits and appurtenances thereto located on the Premises and providing for the transmission of sewage and other waste water from the Units to the public waste treatment plant operated by the Wayland Wastewater Management District Commission (the "Sewage System").

5-5 The stormwater management facilities located on the Land, including, but not limited to the following: (a) underground infiltration basins, detention basins and infiltration trenches, (b) stormwater detention basins and (c) swales, together with all pipes, conduits, drainage structures and other appurtenances located on the Land providing for the management of stormwater and other runoff (the "Stormwater Management System").

5-6 Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

5-7 In general, any and all apparatus, equipment and installations existing for common use.

5-8 Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of Section 6 hereof, the restrictions set forth in Section 8 hereof and the reserved rights and easements set forth in Sections 9 and 10 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

6 Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities (the "Limited Common Elements") for the exclusive use of one or more Units as hereinafter described:

6-1 Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the private way providing access to the Unit to the garage portion of the Unit which

shall carry with it the exclusive right and easement to use the same by the owners of said Unit in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations.

6-2 Front Porches, Decks and Patios. If a front porch, deck and/or patio is attached or immediately adjacent to a Unit, the Unit shall carry with it the exclusive right and easement to use the same by the owners of said Units in a manner consistent with the provisions of this Master Deed, the Condominium Trust and the Rules and Regulations. This exclusive right and easement shall also apply to those areas adjacent to a Unit directly under a deck or porch, if any.

6-3 Attic Storage Space. Each Unit shall have the exclusive right and easement to use any under eave or attic storage space immediately adjacent to such Unit shown as "Storage Limited Exclusive Use Area" on the Floor Plans.

6-4 Steps or Walkways. Each Unit shall have the exclusive right and easement to use any steps or walkways, which serve such Unit alone, provided that steps or walkways, which serve more than one Unit, if any, shall be for the shared exclusive use of the Units they serve.

6-5 Bulkheads and Steps. Each Unit shall have the exclusive right and easement to use (i) the concrete steps providing exterior access to the basement of the Unit and (ii) the bulkhead covering the same.

The Declarant hereby reserves the right to grant the exclusive right to use certain additional Limited Common Elements to one or more, but fewer than all, of the Unit Owners, which Limited Common Elements shall be appurtenant to the Unit(s) to which they are assigned. Such Limited Common Elements may include, without limitation, portions of the roofs of the Buildings, and any garden areas, balconies, patios and terraces within the Building, all of which shall be for the exclusive use of the Unit to which they are adjacent.

The Declarant may, in the future, establish additional Limited Common Elements by Special Amendment to this Master Deed. Such future Limited Common Elements may be located in any Common Element not necessary for common use. The Declarant may also, by such Special Amendment hereto, transform the intended use of a Common Element or Limited Common Element and expand an existing Unit appurtenant thereto or create one or more additional Units thereon. The foregoing reserved rights of the Declarant shall pass to the Trustee(s) when the Declarant (or any successor(s) to, or assignee(s) of, the Declarant's rights under this Master Deed) no longer owns any Unit in the Condominium.

The Limited Common Elements shall, however, be subject to the restrictions set forth in Section 8 hereof and to the reserved rights and easements set forth in Section 9 and 10 hereof.

7 Percentage Ownership Interest in Common Areas and Facilities.

7-1 The Owner 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 Exhibit B hereto.

7-2 Upon the addition of new Units to the Condominium in subsequent phases upon the addition of subsequent phases, the interest of each Unit, both the new Units and the

previously existing Units) in the Common Areas and Facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be recalculated in accordance with the provisions of this Master Deed and Chapter 183A and reflected in the amendment to the Master Deed adding a new phase (a "Phasing Amendment"). The effective date for the change in the interest in the Common Areas and Facilities appurtenant to each Unit, by reason of the addition of each subsequent phase, is the date of the recordation, in the Registry of Deeds, of the Phasing Amendment making such change.

8 Purpose and Restriction of Use.

The purposes for which each Building and the Units are intended to be used are as follows:

8-1 Each Unit shall be used only for residential dwelling purposes and any use accessory thereto (including "home office," as long as such does not include any visits to the Unit by clients, customers or others) to the extent permitted by the Zoning By-Law and other applicable law and regulation. Notwithstanding the foregoing, the use and occupancy of each Unit shall be subject the provisions of the Zoning By-Law, the Comprehensive Permit and the Regulatory Agreement regarding the same. No Unit shall have more than two (2) bedrooms and, without limiting the foregoing, neither the Basement of Unit, whether or not finished, nor that portion of a Unit designated as "Loft" on the Floor Plans shall be used as a bedroom.

8-2 The architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony or patio enclosure other than as presently exists, skylight, chimney, enclosure, awning, screen, screen door, 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 or attached to or exhibited through a window of the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by the Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

8-3 The Owners of any Unit may at any time and from time to time modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the modifications, removal and installation of interior walls shall be approved by the Building Department of the Town of Wayland, to the extent required by applicable law and regulation and pursuant to plans and specifications filed with the Board of Trustees. In addition, a certified "as built" plan and any Amendment to the Master Deed shall be recorded with the Registry of Deeds. No modification adversely affecting the structural integrity or the fire rating of the Building or Unit shall be made.

8-3.1 In addition, the approval of the Board of Trustees shall be required for modification which seeks to improve and/or finish all or any part of the basement level of a Unit or to create any new room in any part of the Unit. Any Unit Owners desiring to so modify his/her Unit shall first submit to the Board of Trustees a plan depicting the improvements planned.

8-3.2 In addition, the Unit Owner shall submit, together with such plan, an affidavit certifying that the space to be modified and/or improved will not create and will not be utilized as an additional bedroom within the Unit. The Unit Owner shall provide the Board of Trustees with a copy of any required Building Permit issued by the Town of Wayland prior to initiation of construction to modify and/or improve the Unit. Upon receipt of the plan, affidavit and copy of the Building Permit, providing all are in compliance with the provisions hereof, the Board of Trustees shall issue to the Unit Owner a statement suitable for recording with the Registry of Deeds indicating that the Unit Owner has complied with the provisions of this section.

8-4 The Units and the Common Areas and Facilities of the Condominium shall also be subject to the following restrictions unless otherwise permitted by instrument in writing duly executed by the Trustees of the Trust:

8-4.1 All use and maintenance of Units, the Common Areas and Facilities and Limited Common Areas shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit Owner may use or maintain his Unit, Common Areas and Facilities appurtenant thereto or Limited Common Areas in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units, the Common Areas and Facilities and Limited Common Areas.

8-4.2 The maintenance, keeping, boarding and/or raising of any animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, except that, subject to this provision and the Rules and Regulations, the keeping of dogs weighing no more than fifty (50) pounds, domestic cats, caged birds such as parakeets, canaries and parrots, and fish in aquariums with a capacity no greater than ten (10) gallons is permitted, provided, however, that (i) no Rottweillers, Pit Bulls or offspring of the same shall be kept in any Unit, (ii) pets (other than fish) shall not exceed two (2) per Unit without the approval of the Trustees; (iii) such pets are not kept and maintained for commercial purposes or for breeding; and (iv) any such pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon ten (10) days' written notice from the Trustees. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Trust, the Trustees, other Unit Owners and Declarant free and harmless from any loss, claim or liability of any kind or character whenever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. The Trustees may establish reasonable fees for the registration of pets. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless in a cage or on a leash. Leashes may not exceed a length which will permit close control of the pet. The Trustees may establish such other Rules and Regulations concerning pets as they deems necessary or appropriate, including, without

limitation, the right to prohibit all pets (other than pets needed by persons with disabilities). In the event of the adoption of a rule prohibiting pets, any Unit Owner who owned a pet at the time of the adoption of such a rule shall have the right to retain such pet (unless such pet is otherwise deemed to constitute a nuisance or be in violation of these provisions or the Rules and Regulations), but shall not have the right to replace such pet or subsequently acquire additional pets. Any Unit Owner keeping a pet or animal in violation of these provisions or which causes any damage to or requires cleanup of any Unit or the Common Elements or which is offensive or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or noise.

- 8-4.3 No Unit Owner shall alter his Unit in such a way as to permit unreasonable levels of sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings.
- 8-4.4 If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the affected Building as a whole and required in order to render lawful the operation of such Building for residential purposes) shall be required for any particular improvement or construction in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Trust, the Owner of such particular Unit, at such Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Trustees and comply with all terms and conditions thereof.
- 8-4.5 A Unit Owner shall not place or cause to be placed in or on any of the Common Elements any furniture, packages, bicycles, carriages or personal property of any nature whatsoever.
- 8-4.6 All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units.
- 8-4.7 No Unit or any part of the Common Areas and Facilities or Limited Common Areas shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws set forth therein (the "By-Laws") and the Rules and Regulations.
- 8-4.8 The driveways are intended to be used solely for the parking of private passenger vehicles. Only duly registered cars and light trucks without signage are permitted to park overnight in the driveways.
- 8-4.9 Nothing shall be done or kept in any Unit that will increase the rate of insurance of the Condominium.
- 8-4.10 No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any Unit.

8-4.11 Nothing shall be done in any Unit that will impair the structural integrity or fire rating of any Building or Building component, nor shall anything be done in or on said Unit that would structurally change any Building, without the prior written permission on each occasion by the Board of Trustees.

Said restrictions shall be for the benefit of each of the Unit Owners and the Trustees, and shall be enforceable by each Unit Owner and also by the Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section, except as occur during his or her ownership of a Unit.

9. Leasing of Units

9-1 All leases or occupancy agreements for Units shall be in writing, and of a minimum duration of six (6) months. The rental of any Affordable Unit, if any such rental is permitted, shall further comply with the requirements of the Comprehensive Permit and the Regulatory Agreement, including without limitation, the applicable requirements of the Massachusetts Department of Housing and Community Development and the Affordable Unit Deed Rider attached to the deed of such Affordable Unit, as may be in effect from time to time. Unit Owners leasing Units are required to provide the Trustees with a copy of the lease, and to otherwise abide by the Rules and Regulations regarding leases, as amended from time to time by the Board of Trustees. All leases and occupancy agreements for Units within the Condominium shall include the following language:

This lease is made in all respects subject to the landlord's obligations under Chapter 183A and the Condominium Master Deed, Condominium Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions and Rules and Regulations adopted or to be adopted by the Condominium or its Board of Trustees. The parties hereto covenant and agree as follows: The tenant's right to use and occupy the premises shall be subject and subordinate in all respects Chapter 183A and to the provisions of the Condominium Master Deed, Condominium Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations. Failure to comply with these provisions may be deemed a material breach of this lease. Violation-by-tenants: Unit Owners are responsible for the violations of Chapter 183A, the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board of Trustees may give written notice to the Unit Owner demanding that it evict the tenant from the Unit and the Board of Trustees may start such proceeding both on behalf of the Board of Trustees and as attorney for the Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board of Trustees succeeds in such a suit, the Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board of Trustees as its attorney-in-fact for such purpose,

and such appointment shall be deemed to be irrevocable and coupled with an interest.

The tenant acknowledges his obligations and agrees to abide by Chapter 183A, the Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, By-Laws, Resolutions, and Rules and Regulations of the Condominium. Violation assessments made to the landlord, due to noncompliance by the tenant, shall be reimbursed to the landlord by the tenant in full, upon demand. The Condominium Documents are entrusted and presented herewith to the tenant and must be returned to the Landlord upon termination of this Agreement. A copy of this lease shall be filed by the Unit Owner with the Board of Trustees of the Condominium.

Each lease must contain the following information: the names of all persons that will reside in the Unit; the year, make, color and plate number of each vehicle to be parked in the community; the name, address and telephone number of an individual who should be contacted in the case of an emergency.

Any Unit Owner failing to file said lease as required by this Master Deed, shall be assessed a penalty set by the Board of Trustees for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

9-2 Default by Tenants

Any failure by the tenant of a Unit to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement). In the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant. All rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) are deemed at all times to be cumulative and not exclusive as follows:

- 9-2.1 The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees or by delivering said notice in hand or by delivering said notice in any other manner permitted by law.
- 9-2.2 If the default continues for five (5) days after giving said notice, then the Trustees shall have the right to levy fines against the owner

of the affected unit in accordance with the provisions of Section 20 of the Bylaws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 of the General Laws in the name of the landlord or in the name of the Trustees, or both.

- 9-2.3 The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions. The Trustee's may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- 9-2.4 All of the expenses of the Trustees in giving notice and notices to quit and maintaining and pursuing summary process actions and any appeals therefrom shall be entirely at the expense of the owner of the affected unit. Such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.
- 9-2.5 The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provision of this section and shall, at his or her own expense, and upon his or her own initiative, furnish copies of the Condominium documents to the tenant and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section.
- 9-2.6 Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.
- 9-2.7 A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- 9-2.8 The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.
- 9-2.9 Notwithstanding anything to the contrary herein and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the

Unit Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

- 9-2.10 Every lease or occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section.
- 9-2.11 Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section 9-2 shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his or her mortgage or holding title to a unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

10. Rights Reserved to the Declarant for Sales and Future Development.

10-1 Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, in the event that there are unsold Units, the Declarant shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves the right to:

- 10-1.1 Lease and license the use of any unsold Units;
- 10-1.2 Raise or lower the price of unsold Units;
- 10-1.3 Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units;
- 10-1.4 Use any Unit owned by the Declarant as an office for the Declarant's use; and
- 10-1.5 Make such modifications, additions, or deletions in and to the Master Deed or the Condominium Trust as may be approved or required by any lending institution making mortgage loans on Units, or by public authorities, provided that none of the foregoing shall diminish or increase the percentage of undivided interest of or increase the price of any Unit under agreement for sale or alter the size or layout of any such Unit.

10-2 Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-laws to the contrary, the Declarant, its successors and assigns, and their authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon any Building, or other structure and improvements forming part thereof, fences and sales trailer, and such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.

10-3 Notwithstanding any provision of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors and Declarant's successors and assigns, the right and

easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, sales and marketing (including sales trailer(s), construction trailer(s) and/or storage trailer(s), erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing Buildings and their appurtenances, creating, extinguishing, and/or relocating utilities and easements of every character, including without limitation, electric, telephone, sewer and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development and construction of the Common Areas and Facilities of the Condominium. This right and easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work, sales and marketing for such periods of time as shall be conveniently required for said development and construction work. This easement shall not be construed to limit or restrict the scope of any easement granted for the purpose of facilitating development, construction and expansion of the Common Areas and Facilities of the Condominium under the provisions of any other Section of this Master Deed or any other instrument or document, or under applicable law or regulation.

11 Rights Reserved to the Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Trustees shall determine appropriate) to the Unit Owner involved, or immediately in case of emergency or a condition causing or threatening to cause serious inconvenience to another Unit, the Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

11-1 To inspect, maintain, repair or replace the Common Areas and Facilities and Limited Common Areas and to do other work reasonably necessary for the proper maintenance or operation of the Condominium.

11-2 To grant permits, licenses and easements over the Common Areas for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, including without limitation, the right to create, extinguish, and/or relocate utilities and easements of every character, including without limitation, water, electric, telephone, sewer, cable television and gas line easements, drainage and slope easements, roads, drives, walks and all such other structures and improvements as the Trustees shall deem necessary or desirable for the property operation and maintenance of the Condominium.

12 The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the WAYLAND COMMONS CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") under a Condominium Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which their Unit is entitled hereunder. As of the date hereof, the name of the original and present Trustee of the Condominium Trust is as follows:

Jon R. Levine, Trustee

The mailing address of the Trust is: c/o Equity Industrial Partners Corp., 145 Rosemary Street, Suite E, Needham, Massachusetts 02494

The Trustees have enacted the By-Laws pursuant to and in accordance with the provisions of Chapter 183A.

The ANNUAL MEETING of the Trust shall be at 7:30 p.m. on the second Tuesday of March of each year, or within sixty (60) days prior to or following said date, provided that owners of record are notified of the meeting by U.S. Mail at least fifteen (15) days prior to the meeting date.

The FISCAL YEAR of the Trust shall begin on January 1 of each year.

13 Easement of Encroachment.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same, so long as the Building involved stands.

14 Units Owner's Rights and Obligations.

14-1 All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, Section 8(d) hereof), the Condominium Trust, the By-laws, the Unit Deed and the Rules and Regulations, and the items affecting title to the land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including without limitation, Section 8(d) hereof), the Condominium Trust, the By-Laws, the Unit Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provision were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

14-2 There shall be no restriction upon any Unit Owner's right of ingress and egress to and from his or her Unit, which right shall be perpetual and appurtenant to Unit ownership.

14-3 Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Exhibit B of the Master Deed.

14-4 Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefore by the Condominium Trust based on the each Unit Owner's Proportionate Share of the Common Areas and Facilities of the Condominium. Commencing with the transfer of the first Unit in a Building, the Declarant shall be liable for the full fees for the remaining Units in the Building until the time of their transfer.

15 Amendments.

15-1 While the Declarant owns at least four percent (4%) of the Units of the Condominium or to be phased into the Condominium, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units (but such written consent shall be required only if such amendment would materially affect the rights of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

15-2 Thereafter, this Master Deed may be amended by an instrument in writing (1) signed by the Owners of Units at the time holding at least fifty (50%) percent of the total voting power of the Unit Owners, as said voting power is defined in the Condominium Trust, or signed by a majority of the Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners of Units at the time holding at least fifty (50%) percent of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act and (2) duly recorded with the Registry of Deeds, provided, that:

15-2.1 The date on which an Owner of a Unit first signs any instrument of amendment shall be indicated as the date of the amendment, and no amendment shall be of any force or effect unless recorded within six (6) months after such date.

15-2.2 No instrument of amendment, which alters the dimensions of any Unit, shall be of any force or effect unless signed by the Owner of said so altered.

15-2.3 Except as provided herein, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force and effect unless signed by the Owners of all the Units so affected.

15-2.4 No instrument of amendment, which alters this Master Deed in any manner, which would render it contrary to or inconsistent with any requirement, or provision of Chapter 183A shall be of any force or effect.

15-2.5 No instrument of amendment which purports to affect the Declarant's reserved rights to construct, erect or install common use facilities as set forth in Section 15 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds.

15-2.6 No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, shall be of any force or effect unless it is assented to in writing by the Declarant, and the assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this Subsection 15-2.6 shall terminate upon the completion of sales by the Declarant to third party purchasers of all the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Master Deed, whichever shall first occur.

15-2.7 No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a regulated lender or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder.

15-2.8 No instrument of amendment which would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC) shall be of any force or effect, and all provision of the Master Deed and Condominium Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

15-2.9 Where required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the Unit Owners and/or the holders of the first mortgages of record with respect to the Units upon the giving of sixty (60) days written notice sent to said Unit Owners and/or Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this Section shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested and the receipt cards have been returned evidencing actual notice to such Unit Owner and/or mortgage holders of record.

15-3 Each instrument of amendment executed and recorded in accordance with the requirements of this Section 15 shall be conclusive evidence of the existence of all facts recited thereon 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.

16 **Reservation of Development Rights.**

16-1 General Reservation of Rights. Notwithstanding anything contained in the Master Deed or the Trust to the contrary, and in addition to all other rights and reservations of Declarant, Declarant hereby reserves the development, phasing and other rights set forth in this Section 16. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner, including, without limitation, all Mortgagees, shall be subject to and bound by the provisions of this Section 16. All of the rights set forth herein, together with any other reserved rights in the Condominium Documents, are collectively known

as the "Development Rights." The Development Rights may be exercised at any time, and from time to time, without the consent of any Unit Owner or of any Mortgagee.

16-2 Phasing. The Building, the Land, and all Common Elements and Limited Common Elements thereon, and all appurtenant rights are collectively referred to herein as "Phase 1" of the Condominium. It is presently contemplated that Declarant may construct, without the consent of any Unit Owner or mortgagee of a Unit, additional improvements on the Land which, if constructed, will be added to the Condominium as one or more additional Phases. Declarant hereby reserves, pursuant to Section 5(b) of Chapter 183A, the right to add to the Condominium, as one or more additional Phases, such additional buildings, structures and other improvements that Declarant may elect, in its sole discretion, to construct on the Land (the "Additional Improvements"); provided, however, that any such construction shall be in compliance with the Comprehensive Permit and provided further that in no event shall the Condominium consist of more than forty-eight (48) Units in the aggregate. Declarant shall be the owner of the Additional Improvements and may sell and convey any such Additional Improvements for such consideration as Declarant shall determine, in its sole discretion (but subject to the requirements of the Comprehensive Permit and the Regulatory Agreement), and such consideration shall be and remain Declarant's sole property. The number of Phases, Buildings and Units, if any, and the type and location of the improvements that Declarant has reserved the right to add to the Condominium and/or to build on the Land is presently unknown and is at the discretion of Declarant, but shall in all events be subject to the requirements of the Comprehensive Permit and the Regulatory Agreement. Nothing herein contained shall be deemed to obligate Declarant to construct and add any such additional Buildings or Units or other improvements to the Condominium. Upon the recording of an amendment to the Master Deed creating any additional Phase, any Building, Unit and improvements, elements, features and facilities designated as Common Elements and Limited Common Elements, if any, shall become a part of the Condominium as if included and described in this original Master Deed. By the acceptance of a deed to a Unit, each Unit Owner and each Mortgagee shall have thereby consented to the execution and recording of any such amendment, without Declarant being required to obtain any further consent or the execution of any documents by such Unit Owner or Mortgagee.

16-3 Reservation of Specific Development Rights. In addition to all other rights reserved to Declarant in the Condominium Documents, Declarant hereby reserves the following specific Development Rights:

16-3.1 The rights to develop and construct on the Land such improvements as Declarant shall determine, in its sole discretion, including, without limitation, all roadways, driveways, utilities and other improvements and amenities pertaining thereto and to grant and relocate easements across, under, over and through the Land, or any portion thereof, which Declarant deems necessary or convenient in connection with the development of the Land and the rights reserved herein, and to add Buildings, Units, General Common Elements and Limited Common Elements to the Condominium pursuant to the terms of this Master Deed (but subject in all events to the requirements of the Comprehensive Permit and the Regulatory Agreement). In addition, Declarant hereby expressly reserves and shall have the

right to make such use of the Common Elements as may be reasonably necessary or convenient to enable Declarant to develop the Land pursuant to the rights reserved herein.

- 16-3.2 The rights to pass and repass over and build upon and develop all of the Land and any or all improvements located thereon, and to take all actions as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Land. Declarant's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.
- 16-3.3 The rights to layout, construct, connect with, make use of, maintain, repair and replace any and all utility lines, pipes, wires, ducts, conduits, water, sewer and drainage lines in, upon or under the Land, in order to take such action as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Land.
- 16-3.4 The right to pass and repass over all roadways, pathways, driveways and the like constructed upon the Land.
- 16-3.5 The right to grant or reserve in the future such other rights, easements or restrictions on, over, across, through and/or under the Land that Declarant deems necessary, appropriate or advisable in connection with the development of the Land, provided only that such grants or reservations do not materially adversely interfere with the use of the Units or Common Elements for their intended purposes.
- 16-3.6 The right to amend the Master Deed and the Trust at any time, and from time to time, by recording an amendment with the Registry, with such changes as are necessary or desirable (i) to add additional Phases to the Condominium pursuant to the Master Deed and to submit such Phases to the provisions of the Act; or (ii) to exercise the Development Rights.

In furtherance of the foregoing, Declarant hereby reserves, and each Unit Owner hereby grants to Declarant, a power coupled with an interest to execute and record such amendments on behalf of each such owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and consent to the reservation of the power of Declarant to execute and record such amendments.

16-4 Models, Sales Offices and Management Offices. As long as Declarant owns any Unit or has the right to add a Phase to the Condominium, Declarant and its duly authorized agents, representatives and employees shall have the right to use the Common Elements and any Unit (or portion thereof) owned by Declarant as a model, management office, sales office, leasing office or customer service office or for the location and use of a construction trailer, and to relocate the same from time to time.

16-5 Signs and Marketing. As long as Declarant owns any Unit or has the right to add a Phase to the Condominium, Declarant shall have the right to post signs and displays on the Land and in the Common Elements to promote sales and leasing of Units, and to conduct general sales and leasing activities in compliance with applicable legal requirements and in a manner that will not unreasonably interfere with the rights of the Unit Owners.

16-6 Right to Use Rooftops. The Condominium shall be subject to an easement in favor of Declarant and its successors and assigns to use the roofs of the Buildings to lease space for antennas, receivers, transmitters and other devices for which the roofs of similar buildings may be used and for any other purpose.

16-7 Declarant's Personal Property. Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium which has not been specifically represented as property of the Condominium. Declarant reserves the right to remove from the Land any and all goods and improvements used in development, marketing and construction whether or not they have become so-called fixtures.

16-8 Limitations on Development Rights. The Development Rights reserved in this Section 16 are limited as follows:

16-8.1 Declarant shall not amend this Master Deed to add any additional Units to the Condominium until such time as the additional Units have been sufficiently completed so as to comply with the provisions of Section 8(f) of Chapter 183A.

16-8.2 All Units and Common Elements created pursuant to the Development Rights and added to the Condominium will be restricted with respect to the permitted uses thereof in the same manner and to the same extent as Phase I.

16-8.3 The rights of Declarant reserved herein to add additional Phases to the Condominium shall terminate and be of no force and effect on the first to occur of the following, which date shall be known as the "Phasing Termination Date":

16-8.3.1 seven (7) years from the date hereof;

16-8.3.2 the recording of the amendment adding the last phase (or subphase in the last phase) by which all Units to which the Declarant is entitled will thereupon have been added to the Condominium; or

16-8.3.3 at such time as Declarant has recorded a written instrument at the Registry, executed by Declarant, by which Declarant expressly waives and releases the Development Rights.

16-8.4 Unless sooner terminated by an instrument recorded by Declarant in the Registry, all Development Rights shall remain in full force and effect, except those which by their terms may have terminated earlier or those which by their terms survive

until a later date, and may be exercised by Declarant until the Phasing Termination Date.

16-8.5 The quality of construction of any additional Units shall be consistent with the quality of the previously constructed Units; provided, however, that nothing contained herein shall be deemed to restrict Declarant from constructing and adding additional Units to the Condominium which are of a different style or type than existing Units (subject in all events to the requirements of the Comprehensive Permit and the Regulatory Agreement).

16.8.6 Additional Units and Common Elements shall be designed so as to not detract from the architectural and other aesthetic features of the existing Units and Common Elements, in the reasonable opinion of Declarant.

16-9 Interference with Development Rights. Neither the Trustees nor any Unit Owner may take any action or adopt any rule or regulation that will interfere with or diminish, in any way, any Development Right without the prior written consent of Declarant.

16-10 Transfer of Development Rights. Subject to the requirements of the Comprehensive Permit and the Regulatory Agreement, the Development Rights referred to herein may be freely sold, granted, assigned, mortgaged or otherwise transferred by Declarant, by deed, mortgage or other written instrument.

16-11 No Obligations On Declarant. Nothing contained herein shall be deemed to obligate Declarant to commence or complete construction of any additional buildings or other improvements of any type or nature on the Land, nor if Declarant elects to construct and add additional buildings or other improvements to the Condominium, to do so in any particular sequence or order. No assurances are made by Declarant regarding which portions of the Land, if any, shall be utilized by Declarant in the exercise of its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions of the Land will not obligate Declarant to exercise them as to any other portions.

16-12 Restated Master Deed. After the Phasing Termination Date, Declarant and the Trustees shall have the right but not the obligation, without the consent of any Unit Owner or Mortgagee, to execute and record a Restated Master Deed comprising and consolidating Phase I with the additional Phases as if the entire Condominium, including such additional phases, were then and thereby established as a completed condominium. The Restated Master Deed shall upon its recording supersede this Master Deed and all amendments made pursuant hereto and shall be and constitute the Master Deed.

For purposes of this Master Deed, the Condominium Trust and the By-Laws, or other instruments recorded herewith, "Declarant" shall mean and refer to Wayland Meadows, LLC and to any successors and assigns who come to stand in the same relationship as developer of the Condominium.

17 Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and subject to any greater requirements imposed by Chapter 183A, the following provisions shall apply for the protection of holders of first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

17-1 In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust 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:

17-1.1 Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;
or

17-1.2 Accept a Deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

17-1.3 Sell or lease a Unit acquired by the First Mortgagee through the procedures described in Sections 17-1.1 or 17-1.2 above.

17-2 Any party who takes title to a Unit through a 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 Condominium Trust.

17-3 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 to the extent that such Common Expenses and/or other amounts are entitled to priority over such First Mortgagee under Massachusetts law.

17-4 Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable Massachusetts law.

17-5 A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer except as otherwise provided by the provisions of Chapter 183A. However, any such delinquent assessment, which are extinguished pursuant to the foregoing provision may be relocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

17-6 Unless two-thirds (2/3) of the First Mortgagees holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- 17-6.1 By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of taking by condemnation or eminent domain; or
- 17-6.2 Change the pro rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazardous insurance proceeds or (b) determining the pro rata share of the elements of each Unit in the Common Elements; or
- 17-6.3 Partition or subdivide any Unit (other than in connection with the subdivision of Units as permitted herein which shall only require the approval of the mortgagee of the Unit to be subdivided); or
- 17-6.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected: or
- 17-6.5 Use hazard insurance proceeds for losses on any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.
- 17-7 To the extent permitted by law, 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;
- 17-8 In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or Common Areas and Facilities of the Condominium;
- 17-9 A First Mortgagee, upon request to the Trustees, will be entitled to:
- 17-9.1 written notification from the Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provision of the Condominium Trust which is not cured within sixty (60) days;
- 17-9.2 inspect the books and records of the Condominium Trust at all reasonable times;

- 17-9.3 receive (at its own expense) an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- 17-9.4 receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;
- 17-9.5 receive prompt written notification from the Trustees of any damage by fire or other casualty which affects a material portion of the Condominium or the Unit upon which the institutional lender holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- 17-9.6 receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- 17-9.7 receive written notice of any action, which requires the consent of a specified percentage of eligible mortgagees.

17-10 No amendment of a material nature to this Master Deed will be made unless such is agreed to by Eligible First Mortgagees – that is, First Mortgagees who have submitted a written request to the Trust that the Trust notify them of any proposed action requiring the consent of a specified percentage of Eligible First Mortgagees – who represent at least fifty-one percent (51%) of the Percentage Interests of the Units that are subject to mortgages held by Eligible Mortgagees. A change to any provisions governing the following shall be considered material:

- 17-10.1 Voting;
- 17-10.2 Assessments, assessment liens or subordination of such liens;
- 17-10.3 Reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- 17-10.4 Insurance or Fidelity Bonds;
- 17-10.5 Right to use of Common Areas and Facilities;
- 17-10.6 Responsibility for maintenance and repair;
- 17-10.7 Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the Property;
- 17-10.8 Boundaries of any Unit;
- 17-10.9 The interests in the Common Areas and Facilities;

- 17-10.10 Convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units;
- 17-10.11 Leasing of Units;
- 17-10.12 Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her/their Unit; and
- 17-10.13 Any provisions which are for the express benefit of First Mortgagees or guarantors of first mortgages on Units.

The Declarant intends that the provisions of this Section 17 and all other provisions of this Master Deed 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 otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Massachusetts General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees, or with respect to any other matter, the greatest percentage requirements shall control.

17-10 The provision of this Section 17 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 in accordance with the requirements of Section 14 hereof.

18 Special Amendment.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed or the Trust at any time and from time to time, which amends this Master Deed, or the Trust.

18-1 To comply with requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or in the future may perform) functions similar to those currently performed by such entities;

18-2 To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership;

18-3 To bring this Master Deed or the Trust in compliance with Chapter 183A; or

18-4 To correct clerical or typographical errors in this Master Deed or the Trust or any Exhibit thereto, or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make or consent to any such Special Amendment on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other

instrument affecting a Unit and the acceptance thereof, shall be deemed to be a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record any such Special Amendment. The right of Declarant to act pursuant to rights reserved or granted under this Article shall be automatically assigned by the Declarant, without further confirmation or act or deed by the Declarant to the Trustees of the Trust upon the occurrence of the takeover event.

19 Severability.

In the event that any provisions of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision has never been included herein.

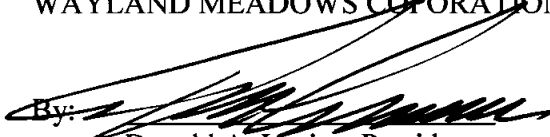
20 Waiver.


No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

(Signatures Continued on Next Page)

Executed as a sealed instrument on this 15 day of October, 2010.

WAYLAND MEADOWS, LLC, by its
Manager and Authorized Signatory
WAYLAND MEADOWS CORPORATION,

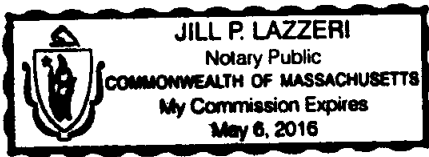
By: 
Donald A. Levine, President


By: 
Lewis Heafitz, Treasurer

The Commonwealth of Massachusetts

Suffolk, ss.

On this 15 day of October, 2010, before me, the undersigned notary public, personally appeared Donald A. Levine, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of Wayland Meadows Corporation, Manager of and Authorized Signatory for Wayland Meadows, LLC.

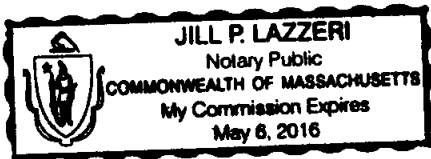



Notary Public Jill P. Lazzeri
My Commission Expires: 5/6/2016

The Commonwealth of Massachusetts

Suffolk, ss.

On this 15 day of October, 2010, before me, the undersigned notary public, personally appeared Lewis Heafitz, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Treasurer of Wayland Meadows Corporation, Manager of and Authorized Signatory for Wayland Meadows, LLC.



Jill P. Lazzeri
Notary Public *Jill P. Lazzeri*
My Commission Expires: *5.6.2016*

EXHIBIT A

The land, together with the buildings and improvements thereon located in Wayland, Massachusetts shown as the “Northerly Parcel” containing 6.6962 acres of land, more or less, and the “Southerly Parcel” containing 11.3634 acres of land, more or less on a plan of land consisting of two sheets entitled “Condominium Site Plan Phase 1 Wayland Commons Condominium Wayland MA” prepared by Hancock Associates dated June 10, 2010 recorded with said Deeds in Plan Book 2010, Plan 740, bounded and described according to said Plan as follows:

NORTHERLY PARCEL:

NORTHEASTERLY by Old Sudbury Road – Route 27, Three Hundred Ninety-Two and 19/100 (392.19) feet;

EASTERLY by land now or formerly of Twenty Wayland, LLC by a curved line a distance of Twenty-Four and 11/100 (24.11) feet;

SOUTHEASTERLY by said land now or formerly of Twenty Wayland, LLC, Three Hundred Fifty and 89/100 feet;

SOUTHWESTERLY by other land now or formerly of Twenty Wayland, LLC by two lines measuring respectively One Hundred Ninety and 60/100 (190.60) feet and Four Hundred Sixty-Five and 16/100 (465.16) feet;

WESTERLY by land designated as “Remaining Land of Owner”, Two Hundred Fifty and 36/100 (250.36) feet and

NORTHWESTERLY by said Remaining Land of Owner, Six Hundred Seventy-Seven (677.00) feet.

SOUTHERLY PARCEL:

NORTHEASTERLY by Old Sudbury Road – Route 27, by three lines measuring respectively One Hundred Eighty-Four and 5/100 (184.54) feet; One Hundred Fifty-Three and 15/100 (153.15) feet and Four Hundred Sixty-Seven and 65/100 (467.15) feet;

- SOUTHEASTERLY by land now or formerly of Edmund C. Rice, Three Hundred Ninety-Four and $72/100$ (394.72) feet;
- NORTHEASTERLY by said land now or formerly of Edmund C. Rice, Two Hundred Fifty and $49/100$ (250.49) feet;
- SOUTHERLY by land of Massachusetts Bay Transportation Authority, Five Hundred Twenty-Five and $35/100$ (525.35) feet;
- WESTERLY by land now or formerly of Twenty Wayland, LLC, Seven Hundred Ninety-Three and $64/100$ (793.64) feet;
- SOUTHEASTERLY by said land now or formerly of Twenty Wayland, LLC, Sixty-Three and $40/100$ (63.40) feet;
- NORTHEASTERLY by land now or formerly of Twenty Wayland, LLC, Three Hundred Forty-One and $86/100$ (341.86) feet; and
- NORTHERLY by said land now or formerly of Twenty Wayland, LLC, by a curved line, Twenty-Three and $2/100$ (23.02) feet.

For Grantor's title, see deed of Wayland Meadows Development, Inc. dated December 4, 2009 recorded with the Middlesex South District Registry of Deeds in Book 54521, Page 444 and filed with the South Middlesex Registry District of the Land Court as Document No. 1529383. See also Approval of Voluntary Removal from Registration in Land Court Case No. 10-SBQ-32174-04-001 filed with said Registry District as Document No. 1530898.

EXHIBIT B**DESCRIPTION OF UNITS**

The unit designation of each Unit, statement of its building, post office address, approximate area, number and designation of rooms, and immediate common area to which it has access are as set forth in this Exhibit B.

Key: BA=Bathroom, BAS=Basement, BR=Bedroom, CL=Closet, DA=Dining Area, DI=Dinette, ENT=Entry; FA=Family Room, GA=Garage, K=Kitchen, LAV = Lavatory, LO=Loft, ME=Mechanical Room, MU=Mudroom, O=Office, STO=Storage, WIC=Walk-in-Closet

Unit Designation & Address	Building Number	Approx. Area of Unit in Square Feet	Number and Designation of Rooms	Immediate Common Area to Which Unit has Access	Percentage Interest
Unit 1-A 34 Hastings Way	1	4,031 Square Feet	2 BA, BAS, 2BR, CL, DA, ENT, FA, GA, K, LAV, LO, ME, STO, 3 WIC	Front Porch and Rear Deck	30.41%
Unit 2-B 36 Hastings Way (Affordable Unit)	1	4,222 Square Feet	2 BA, BAS, 2 BR,DA, ENT; FA, GA, K, LAV, LO, STO, 2 WIC	Front Porch and Rear Deck	8.24%
Unit 3-B 38 Hastings Way	1	4,235 Square Feet	2 BA, BAS, 2 BR, DA, ENT; FA, GA, K, LAV, LO, ME, O, STO, 2 WIC	Front Porch and Rear Deck	27.84%
Unit 4-C 40 Hastings Way	1	4,844 Square Feet	2 BA, BAS, 2 BR, DA, DI, ENT; FA, GA, K, LAV, LO, ME, MU, O, 2 WIC	Front Porch and Rear Deck	33.51%

EXHIBIT C

1. Easement granted to Boston Edison Company as set forth in an Indenture by and between Boston Edison Company and Boston and Main Railroad dated April 24, 1951 and recorded in Book 8023, Page 6.
2. Flow of a natural water course and riparian rights of others in "brook" shown on plan dated May 14, 1954 and recorded as Plan No. 763 of 1954 in Book 8256, Page 439.
3. License and easement granted by Raytheon Manufacturing Company to the Inhabitants of the Town of Wayland by instrument dated May 17, 1955 filed with the Middlesex South Registry District of the Land Court as Document No. 294238.
4. Order of Taking by the Commonwealth of Massachusetts for the relocation of Old Sudbury Road dated July 1, 1955, filed as Document No. 296300 and recorded in Book 8518, Page 407.
5. Order of Conditions issued by the Wayland Conservation Commission (file no. 322-2) recorded in Book 12502, page 167.
6. Order of Conditions issued by the Wayland Conservation Commission (file no. 322.20) recorded in Book 12892, Page 550.
7. Order of Conditions issued by the Wayland Conservation Commission (file no. 322-350) recorded in Book 26764, page 286, as affected by Certificate of Compliance dated December 4, 1997 and recorded in Book 27977, Page 48.
8. Notice of Activity and Use Limitation dated October 21, 1997 and recorded in Book 27793, Page 141 and filed as Document No. 1044681.
9. Easement and Restriction Agreement by and between Wayland Meadows Limited Partnership and Raytheon Company dated October 21, 1997 recorded in Book 27793, Page 167 and filed as Document No. 1044682, as affected by Amendment to Easement and Restriction Agreement, dated November 13, 2008, recorded in Book 53716, Page 187 and filed as Document No. 1516392.
10. Decision of Wayland Board of Appeals dated December 8, 1998 recorded in Book 29685, Page 511 and filed as Document No. 1093747.
11. Order of Sewer Betterment Assessment by the Town of Wayland dated June 2, 2000 recorded in Book 31496, Page 466 and filed as Document No. 1141821.
12. Order of the Land Court as set forth in an instrument filed as Document No. 1158270.

13. Covenants, restrictions, reservations and grants of easement as set forth in a deed from the Wayland Business Center LLC to Wayland Meadows Limited Partnership recorded in Book 32174, Page 145 and filed as Document No. 1159167.
14. Drain Easement granted to the Town of Wayland as set forth in an instrument filed as Document No. 294238.
15. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated March 3, 1966 filed as Document No. 432097 and recorded in Book 11106, Page 369.
16. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Manufacturing Company dated August 19, 1966 and filed as Document No. 437988 and recorded in Book 11238, Page 178.
17. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Manufacturing Company dated January 24, 1968 and filed as Document No. 453682 and recorded in Book 11485, Page 436.
18. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated March 25, 1969 and filed as Document No. 464594 and recorded in Book 11661, Page 56.
19. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated June 9, 1969 and filed as Document No. 467285.
20. Notice of Variance dated August 7, 1969 and filed as Document No. 469385 and recorded in Book 11737, Page 151.
21. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated April 2, 1970 and filed as Document No. 476920 and recorded in Book 11853, Page 308.
22. Decision by the Wayland Board of Appeals granting a variance to Raytheon Company and Continental Assurance Company dated March 30, 1981 and filed as Document No. 611682 and recorded in Book 14336, Page 181.
23. Notice of Variance dated September 21, 1972 and recorded in Book 12301, page 678.

24. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated June 28, 1973 and recorded in Book 12491, Page 225.
25. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Company dated October 25, 1974 and recorded in Book 12730, Page 520.
26. Notice of Variance granted by the Wayland Board of Appeals to Raytheon Manufacturing Company dated November 14, 1975 and recorded in Book 12902, Page 331.
27. Decision by the Town of Wayland Board of Appeals, filed as Document No. 1416278 and recorded in Book 47807, Page 478.
28. Order of Conditions issued by the Wayland Conservation Commission filed as Document No. 1416484 and recorded in Book 47821, Page 399 as affected by Extension Permit for Orders of Condition dated December 23, 2008 recorded in Book 52059, Page 356.
29. Rights and Easements granted by Wayland Meadows Development, Inc. to NStar Electric Company and Verizon New England. Inc. by instrument dated October 23, 2007, recorded in Book 51266, Page 69 and filed as Document No.
30. Declaration of Access, Maintenance and Replacement Easement, by and between Wayland Meadows Development, Inc. and the Town of Wayland, dated January 26, 2009, recorded in Book 53863, Page 487.
31. Notice of Voluntary Withdrawal from Registration filed as Document No. 1500461 and recorded in Book 52760, Page 515.
32. Comprehensive Permit (Decision #05-22) issued by the Town of Wayland Board of Appeals on January 27, 2006 and recorded in Book 47807, Page 478, as modified by that certain Comprehensive Permit Modification Decision dated October 8, 2009 and recorded in Book 54718, Page 147.
33. Regulatory Agreement by and between the Massachusetts Housing Finance Agency and Wayland Meadows Development, Inc., dated October 7, 2008 recorded with the Registry in Book 52078, Page 1.