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[26 pages]

**MASTER DEED
OF THE
WAYLAND GARDENS CONDOMINIUM**

This 19th day of November, 2009, **WAYLAND GARDENS, LLC** (hereinafter, the "Declarant," which term shall include its successors and assigns), being the sole owner of the land, together with the buildings and improvements (hereinafter, the "Buildings" or "Building") thereon, situated at 336 Commonwealth Road, in Wayland (hereinafter, the "Municipality"), Middlesex County, Massachusetts 01778 (hereinafter, the "Premises"), as more particularly described hereinafter, by duly executing and recording this Master Deed with the Middlesex South District Registry of Deeds (the "Registry"), does hereby submit all of these Premises, and all easements, restrictions, covenants, rights and appurtenances belonging thereto, to all of the provisions of Chapter 183A of the Massachusetts General Laws, as amended from time to time (hereinafter, "Chapter 183A"), and proposes to create and hereby does create, with respect to the Premises, a condominium (hereinafter, the "Condominium"), to be governed by and subject to the provisions of said Chapter 183A, and to that end declares and provides as follows:

Section 1. Name:

The name of the Condominium shall be: **WAYLAND GARDENS CONDOMINIUM** the "Condominium").

Section 2. Phasing:

The Condominium is planned to be developed as a phased condominium. Section 11 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Said Section 11 also sets forth limitations on the Declarant's rights to amend this Master Deed.

Section 3. Description of the Land:

The land which constitutes the Condominium consists of that certain parcel of real estate located at what is generally known and numbered as 336 Commonwealth Road, Wayland, Middlesex County, Massachusetts 01778, which real estate is more particularly bounded and described in "Exhibit A" attached hereto and made a part hereof, together with the benefit of, and subject to, easements, encumbrances, restrictions and appurtenant rights of record, insofar as the same are now in force and applicable, and together with all rights more particularly set forth herein, including but not limited to, all of the rights and easements reserved by the Declarant to develop and construct additional phases of the Condominium.

Address of premises: 336 Commonwealth Road, Wayland, MA

SEE PLAN NO. 823 OF 2009

RETURN TO:
MULLANE, MICHEL & MCINNES
6 BENNETT STREET
CAMBRIDGE, MA 02138

Section 4. Description of the Buildings:

Phase I of the Condominium consists of two (2) detached Buildings containing a total of three (3) Units on these Premises. A description of the Buildings comprising Phase I of the Condominium, stating the number of stories, the number of Units therein, the principal materials of which it is constructed, and all other relevant descriptive specifications or information, is set forth in "Exhibit B" attached hereto and made a part hereof.

Section 5. Description of Units (the "Units"):

The Units of Phase I of the Condominium, their respective designations, locations, approximate areas, number of rooms, immediate common area(s) to which each Unit has access, the boundaries and dimensions defining the Units, respective interests in the Common Elements, and all other data necessary for proper identification of the Units is set forth in "Exhibit C" attached hereto and made a part hereof.

Section 6. Description of Common Areas and Facilities (the "Common Elements" or "Common Areas and Facilities"):

The Common Elements consist of the common areas and facilities of the Condominium exclusive of the Units themselves, and being subject to the appurtenant rights of Unit Owners to the exclusive use of the following appurtenances (if any): the designated parking areas, and the exclusive use easement areas (which may be shown as or designated "Exclusive Use" areas), and include, without limitation, the following:

(a) The land, together with the benefit of, and subject to, the rights, easements, restrictions, covenants and agreements of record, insofar as the same are now in force and applicable, as may be more specifically set forth and described in "Exhibit A," together with the benefit of, and subject to, the rights and easements referred to in Section 3 hereof, and Common Areas and Facilities shown on the Plan of the Condominium, but subject to the right and easement of the Declarant to develop, construct and add the buildings, units and parking spaces constituting subsequent phases as herein 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, 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 as provided in this Master Deed; PROVIDED HOWEVER, until such amendments are duly recorded by Declarant, submitting any of said buildings, Units and parking spaces to the Condominium they shall remain the sole and exclusive property of the Declarant and shall not constitute part of the Condominium;

(b) The foundation, columns, girders, beams, supports, lintels, plates, braces, bearing walls, party walls, exterior walls and interior walls of the Building (other than any portion thereof included in the Units), the roof, and the area in the Building between the upper surface of the sub-flooring and the lower surface of the ceiling joists below it;

(c) The mailboxes and other similar facilities in such common areas; the gutters, down spouts, storm windows and screens; all porches, patios, decks and balconies (if any);

(d) All yards, plantings, gardens, steps and walkways located outside the Buildings and on the land, subject to any exclusive rights as set forth herein;

(e) All lighting fixtures, walls and fences located outside the Building and on the land;

(f) All installations of central service equipment providing power, light, heat, telephone, electronic intelligence transmissions, and hot and cold water, including all equipment attendant thereto, all conduits, junction boxes, meters, ducts, plumbing, sewer and drainage pipes, wiring, and other facilities for the furnishing of utility services or waste removal for the Buildings or on the land.

(g) All other apparatus, being installations existing or hereafter installed, in the Building or on the land for common use, or necessary or convenient to the existence, maintenance or safety of the Condominium; and

(h) Any additional common areas and facilities as set forth in Chapter 183A and located within the Condominium.

The use of, and all other matters relating to the Common Elements, shall be subject to the provisions of this Master Deed, the Declaration of Trust, and any rules and regulations (the "Rules and Regulations") adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

Section 7. Unit Interests in the Common Elements:

The owners of each Unit shall be entitled to an undivided percentage interest in the Common Elements of the Condominium in the percentages shown on "Exhibit C" attached hereto and incorporated herein by reference. These percentage interests have been computed conformably with Chapter 183A, being based upon the approximate relation to which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date, and shall be amended as each new phase is added to the Condominium as provided for hereunder.

The Common Areas and Facilities shall be subject to the provisions of the By-Laws of The Wayland Gardens Condominium Trust, recorded herewith (hereinafter, the "Condominium Trust"), and any Rules and Regulations adopted from time to time in

effect pursuant thereto. In the event Units permitted to be constructed hereunder are added to the Condominium, the estimated percentage interests attributable to each Unit shall not be less than that shown on said "Exhibit C."

With respect to the Units that will be added to the Condominium upon the construction and addition of subsequent phases, the percentage interest of each Unit 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 calculated on the basis of the approximate relation that the fair value of the Unit had on the date of the Master Deed. 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 Middlesex South Registry of Deeds of the amendment to this Master Deed adding each such phase.

If any portion of the Common Areas and Facilities of the Condominium shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Areas and Facilities or any other Unit, as these may be shown on the Plan, there shall be deemed to be mutual easements for both the encroachment and its maintenance in favor of the Unit Owners collectively as owners of the Common Areas and Facilities, and the respective individual Unit Owners involved, to the extent of such encroachments so long as the same shall exist.

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

The Declarant also 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 and internet lines serving the Units in the Condominium, and such other equipment as may be necessary for the installation, operation and maintenance of all such other utilities and services customarily available for and provided to residential properties, presently and at any time hereafter.

Section 8. Site Plan and Floor Plans:

There is recorded herewith, and by this reference made a part hereof, a Site Plan showing the boundaries of the land and the location of the improvements thereon, and a set of the floor plans of the Buildings showing the layout, location, unit number, and dimensions of the Units as built, and containing the verified statements required by Chapter 183A.

Section 9. Condominium Trust and Unit Owners' Rights:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the WAYLAND GARDENS CONDOMINIUM TRUST under a Declaration of Trust to be recorded herewith.

In accordance with Chapter 183A, the said Declaration of Trust: (a) enables the enactment of By-Laws by the Unit Owners; and (b) establishes a membership organization of which all Unit Owners are its members (the "Owners' Association"), and in which each Unit Owner shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Elements to which they are entitled under this Master Deed.

The name(s) of the original and present Trustee(s) of the Condominium Trust, as have been duly appointed pursuant to the said Declaration of Trust, is/are as follows: Rocco Scippa.

The right of a Unit Owner to sell, mortgage, transfer, convey or otherwise alienate title to his/her Unit shall not be subject to any right of first refusal, or any such similar restriction or limitation on the transfer of title.

Each Unit Owner, including the Declarant, shall be required to timely pay his/her proportionate share of Common Expenses monthly, or such other period of time as may be specified by the Trustee(s), upon being assessed therefor by the Trust. Such share shall be proportionate to, and based upon, each Unit's respective Common Element interest. Initial assessments for monthly common area maintenance fees to both units may occur immediately upon the conveyance of the first Unit.

Voting rights shall be proportionate to Common Element interest appurtenant to each respective Unit.

There may be no restrictions imposed upon any Unit Owner's right of ingress and egress to his/her Unit at any time.

In the event that the Trustee(s) shall purchase a Unit in his/her capacity as Trustee, pursuant to the provisions of the Declaration of Trust, together with the Unit's Undivided Interest, and/or the interest of such Unit Owner in any other assets of the Condominium, then in that event title to the Unit, together with all such interests, shall be acquired and held only by the Trustee(s) or their designee, corporate or otherwise, on behalf of all Unit Owners. Any lease(s) covering any Unit leased by the Trustees, or their designee, shall be held by the Trustees or their designee on behalf of all Unit Owners in proportion to their respective Undivided Interests.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (i) settling or

shifting of the Building; (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees; (iii) repairs or restoration of the Building or a Unit after physical damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, then in any of such events a valid easement shall then be deemed to exist for maintaining the existence of such encroachment and for the maintenance of the same, so long as the Building shall continue to physically exist.

There is excluded from the conveyance of each of the Units so much of the Common Elements as may be located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located within such Unit. The Trustees, and their authorized agents or employees, shall have a right of access to each Unit from time to time during reasonable hours and upon reasonable notice (or at any time, in case of emergency) for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom, which access may be deemed necessary by the Trustee(s) in their sole discretion to repair, maintain or prevent damage to the Common Elements or to another Unit or Units.

Section 10. Intended Use of the Building and the Units:

The Building and the Units are intended solely for residential dwelling purposes, and only as may be allowed by the pertinent zoning laws of the Town of Wayland. No other use may be made of any Unit except as a residence of the owner thereof, his/her permitted lessees, and the members of their immediate families; except that any ancillary use of a Unit authorized by the zoning laws of the Town of Wayland may be made by a Unit Owner, but only with the written approval of the Trustee(s) of the Condominium Trust, which approval shall not be unreasonably withheld or delayed.

Section 11. Declarant's Reserved Rights to Construct and Add Units.

The Condominium presently is comprised of three (3) condominium Units in two (2) Buildings and collectively known as Phase I. Without intending to delimit or affect the rights reserved to the Declarant and its successors and assigns, the Declarant intends, and hereby reserves the right, but not the obligation, to create additional phases, including any portion thereof, on the Premises as shown on the Plan recorded herewith. Declarant may add the additional phases through sub-phases of any combination of one or more buildings and/or Units as shown on the Plan, provided the total number of buildings and Units added to the Condominium does not exceed that shown on the Plan. All references to the future phases or additional phases herein shall be deemed to include any sub-phase(s). All improvements intended for any future phase will be substantially completed prior to the addition of the phase in question. Improvements in the future phases will be consistent with initial improvements in Phase I in terms of quality of construction. When and if all phases are completed, the Condominium will contain twelve (12) condominium Units.

The maximum number of Units in the Condominium, if all allowable buildings and units are added, is twelve (12) Units. Notwithstanding anything to the contrary herein, any modification in the allowable number of Units to more than twelve (12) Units requires approval of 100% of Beneficial Interests.

The Declarant shall be under no obligation to proceed beyond those Units presently existing and contained in this Master Deed; nevertheless, should the Declarant choose to proceed with the additional phases, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must comply:

- a. The right to amend this Master Deed to add such additional phases, and the appointment of the Declarant as an attorney as aforesaid, shall expire upon the earlier of:
 - (i) seven (7) years from the date of recording of this Master Deed; or
 - (ii) the recording of an instrument with the Middlesex South Registry of Deeds executed by the Declarant terminating the Declarant's right to add such additional phases; or
 - (iii) the recording of the amendment adding the final phase (or sub-phase in the final phase) by which all Units to which the Declarant is entitled will have been added to the Condominium.
- b. Future buildings, structures, improvements and installations shall be located substantially as shown on the Plan recorded herewith.
- c. Each Building in Phases II, III, and IV will contain townhouse style condominium Units as described in "Exhibit C."
- d. The Declarant may not amend this Master Deed so as to exceed the maximum number of Units set forth above.
- e. The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and units therein which are to be added to the Condominium, provided however, that any future building(s) and Unit(s) shall be consistent with the quality of construction of the Buildings and Units described in this Master Deed.
- f. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Area and Facilities appurtenant to the Unit(s) in such phase if such Limited Common Area and Facilities are different from those described in Section 6 hereof.
- g. The Declarant reserves the right in the creation of the additional phases (including the right to create sub-phases within the additional phases) to change the order of such phases, provided that in all such 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.

- h. 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 additional phases.
- i. The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Elements of the Condominium land and Buildings for the purpose of installing cable television and electronic intelligence lines serving the Units in the Condominium, and such other equipment as may be necessary for the installation and operation of utilities and services customarily available for and provided to residential properties from time to time hereafter.
- j. The Declarant may add the future phases and the buildings and units therein to the Condominium by executing and recording with the said Middlesex South Registry of Deeds amendment(s) to this Master Deed, which shall contain the following:
 - (i) If the description of the building(s) being added is different than that set forth in Section 4 hereof, an amended description of any Building being added to the Condominium;
 - (ii) An amended "Exhibit B" describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the units being added to the Condominium, as well as describing any variations to the boundaries of such units from those boundaries set forth in "Exhibit C" of this Master Deed.
 - (iii) If the boundaries of the units being added vary from those described in said "Exhibit C" hereof, the definition of Common Areas and Facilities contained in Section 6 hereof shall be modified, as necessary, with respect to such units;
 - (iv) An amended "Exhibit C" confirming the new percentage interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new units and in keeping with Section 6 and 11(m) hereof for the determination of percentage interests;
 - (v) If the Limited Common Areas and Facilities designated as appurtenant to the units being added vary from those described in Section 6 hereof, a description of such variation(s) so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units;
 - (vi) A revised Plan of the Condominium showing the new building(s) and floor plan(s) for the new units being added, which plans shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed to include such additional phases, the Units in such building(s) shall become Units and Buildings in the Condominium for all purposes, including the right to

vote, the obligation to pay assessments and all other rights and obligations as set forth herein for Units in Phase I.

- k. The Declarant shall not amend the Master Deed to include any additional phases until the construction of the building(s) containing the Units comprising such phase have been completed, and the certification of plans as provided for in section 8(f) of Chapter 183A is available for recording.
- l. It is expressly understood and agreed that no such amendment(s) adding the additional phase(s) to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party whatsoever. The only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the said Middlesex Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all the prerequisites to the validity of such amendment in favor of all persons who rely thereon.
- m. Each Unit Owner, and any person claiming by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit), understands and agrees that as the additional phases containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership of the Unit in the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be accordingly and appropriately reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all the Units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended "Exhibit C" which is to accompany each amendment to this Master Deed which adds the additional phase to the Condominium.
- n. Every Unit Owner, by the acceptance of a deed to the Unit, hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this Master Deed and Paragraph, and expressly agrees and consents to the alteration of their Unit's appurtenant percentage ownership in the Common Areas and Facilities of the Condominium when the additional phases are added to the Condominium by amendment to this Master

- Deed pursuant to this Paragraph. Each Unit Deed shall contain a statement that the Condominium is phased, and that the percentage of common area interest may change as the additional phases are added.
- o. Notwithstanding the provisions of this Paragraph to the contrary, in the event that, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds an additional phase to the Condominium, then the Declarant shall be empowered, as attorney in fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of, and in the name of, each such Unit Owner; and, for this purpose, each Unit Owner, by the acceptance of the Unit Deed, whether such deed is from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as their attorney in fact. This power of attorney is coupled with an interest, and shall be irrevocable and binding upon each and every present and future owner of a Unit in the Condominium.
 - p. The Declarant shall have the right and easement to construct, erect and install on the land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:
 - (i) Additional roads, drives, parking spaces and areas, walks and paths;
 - (ii) New or additional Limited Common Areas and Facilities;
 - (iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities; and
 - (iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
 - q. The Premises are subject to the right and easement hereby reserved by the Declarant to pass and repass over all the Premises in the Condominium, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction and addition of the said additional phases, together with the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon, over and across 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 and equipment in order to complete construction work on the Condominium; provided that in the exercise of the rights reserved by the Declarant in this Paragraph, the Declarant shall not unreasonably affect the use and enjoyment of the Common Areas and Facilities in the phases already added to the Condominium. Nothing in this Paragraph shall be deemed to create any rights in the general public.
 - r. The Declarant also reserves the right with respect to the construction of any phase, an appurtenant easement over that portion of the Premises on

which there are or shall be located the Building(s) constituting that phase, and reserves the right to sell, mortgage or otherwise assign or encumber all or part of this easement.

- s. Ownership of each Building, together with the Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the rights reserved herein, and all easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Section 12. Restrictions on Use of Units:

In order to provide for the congenial occupancy and benefit of the residents of the Property, and for the protection of the value of the Units, the use of the Property shall be restricted to, and shall be in accordance with, the following provisions:

- (a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Declaration of Trust, or the Rules and Regulations (established in accordance with Section 11 of Chapter 183A) promulgated pursuant thereto;
- (b) The owners of any Unit may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit; provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law), and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld or delayed, and being in conformity with any other reasonable requirements of the Trustees (including without limitation, an indemnification and hold harmless agreement), and subject to the prior approval of all holders of mortgages of the Units if required by such mortgages;
- (c) In order to preserve the architectural integrity of the building and the Units, without modification, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof. No addition to, change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior

Unit door, or door frames shall be made. Also, no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

- (d) Any construction in or on the common areas, or any portions thereof, which a Unit Owner individually has an exclusive right to use, must, before construction is begun, be approved by the Trustee(s) in writing, which approval shall not be unreasonably withheld or delayed, and shall be subject to the same requirements as stated in subparagraph (b) of this Section 10;
- (e) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the written approval of a majority of the Trustees;
- (f) Owners of the Units may not transfer their Units without including all of their appurtenant rights to the portions of the Common Elements which they have an exclusive right to use under this Master Deed;
- (g) Pets are not allowed under any circumstances in the common areas;
- (h) The smoking of any and all tobacco products is specifically prohibited at all times at the Condominium common areas, together with any and all other similar products and substances (both legal and illegal);
- (i) The Unit Owners of each Unit are solely responsible for the upkeep, maintenance, repair and replacement of the Common Elements to which their exclusive right to use may attach. If, in the opinion of the Trustee(s) said upkeep, maintenance, repair and replacement is not being done, the Trustee(s) may contract to have it done, and the cost thereof will become a lien against the Unit responsible therefor. In addition, all costs for utilities servicing exclusive use easement areas shall be borne proportionally by those Units sharing exclusive rights to use such areas. Unit Owners with either sole and/or joint exclusive easements shall be responsible for any and all liability arising out of such exclusive rights;
- (i) 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, and in accordance with the provisions of the Rules and Regulations;
- (j) All maintenance and use by Unit Owners of gardens, decks, balconies, lights and all other facilities shall be completed so as to preserve the existing appearance and character of the same, and of the Condominium;
- (k) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units, or of other premises entitled to the use or benefit thereof;

- (l) No nuisances of any kind or description shall be allowed on the Condominium, nor shall any use or practice be allowed which is a source of an unreasonable annoyance to its residents, or which interferes with the peaceful possession and/or proper use of the Condominium by its residents;
- (m) No Unit Owner shall alter his/her Unit in such a way as to facilitate sound, vibration, light or odors to be more readily or easier transmitted to other Units, the Common Elements or to any neighboring buildings;
- (n) No improper, offensive or unlawful use shall be made of the Units or the Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be strictly adhered to and fully observed;
- (o) Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Condominium relating to any Unit shall be corrected by, and at the sole expense of, the owner of any such Unit, and those relating to any Common Elements shall be corrected by the Trustees, at the earliest possible and practical date; provided, however, that those relating to any Common Element to which one or more Unit Owners has an exclusive use easement shall be corrected by and at the sole expense of the Owner or Owners of any Unit or Units which has the exclusive use easement to that part of the Common Elements which cause such violation;
- (p) A Unit Owner shall not place, or cause to be placed or stored, in or on any of the Common Elements, other than any Common Element to which such Unit Owner has sole exclusive use rights, any furniture, packages, bicycles, or physical objects of any kind;
- (q) The public areas shall not be used for any purpose other than normal transit for ingress and egress through them; and
- (r) All leases or rental agreements for Units shall be in writing, and shall include provisions making such lease specifically subject to the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations of the Condominium. No Unit may be rented without a lease, and any lease agreement of a Unit must contain a provision for a minimum initial rental term of nine (9) months, unless otherwise approved in writing by the Trustees, which approval shall not be unreasonably withheld or delayed.

The restrictions set forth in this Section 10 shall be: (i) deemed to be covenants running with the land; (ii) for the benefit of all Unit Owners; (iii) administered on behalf of the Unit Owners by the Trustees; (iv) enforceable by the Trustees, insofar and to the full extent as may be permitted under law; (v) waived only in specific cases in the exercise of their fiduciary duties by the Trustee(s) (except as to subparagraphs (f), (m), (n) and (o) of this Section 10); (vi) insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or

required by law; and (vii) intended not to terminate unless the Condominium itself terminates.

No Unit Owner shall be liable for any breach of the provisions of this Section 10, except those which occur during his/her ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustee(s) and/or any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both.

Section 13. Additional Covenants for the Benefit of Holders of Bona Fide First Mortgages:

Notwithstanding anything to the contrary appearing elsewhere in this Master Deed, or contained in the Condominium Declaration of Trust, the following provision shall govern and be applicable insofar, and for as long as, the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and that all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event that any right of first refusal in the sale of a Unit is hereafter adopted at any time by the Unit Owners, and is incorporated in this Master Deed and/or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above.

(b) Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such

Unit by the mortgagee, except for no more than six (6) month's delinquent common charges as provided in M.G.L.C., 183A, Section 6(c);

(d) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for Common Expenses or other 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. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates 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;

(f) All taxes, assessments, and charges which may become liens prior to the 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;

(g) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and at least sixty-seven (67%) percent of the allocated interests of the owners (other than the Declarant, developer, or builder) of the individual Units have given their prior written approval, neither the Unit Owners nor the Trustees shall be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium;
- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments, charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
- (iii) Partition or subdivide any Unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements in the Condominium shall not be deemed a transfer within the meaning of this clause); or

- (v) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

(h) No provision of this Master Deed or the Condominium Trust shall give a Unit Owner, or any other party, priority over any rights of the 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, Units and/or Common Elements;

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least two (2) months' estimated Common Expenses for each Unit to be paid at the time of the first conveyance of such unit, which fund shall be maintained in a segregated account by the Trustee(s). The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within sixty (60) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(j) Upon written request to the Trustees of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor, and the Unit number or address, any first mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium, or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (ii) Any default in the performance of any obligation under the condominium constituent documents, or any delinquency in the payment of assessments or charges owed by the owner(s) of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which default or delinquency remains uncured for a period of sixty (60) days;
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

- (iv) All meetings of the Condominium Trust, and shall be permitted to designate a representative to attend all such meetings;
- (v) Any damage by fire or other casualty to the Unit upon which the eligible mortgage holder has a first mortgage, or the proposed taking by condemnation or eminent domain of said Unit or of the Common Elements; and
- (vi) Any proposed action that would require the consent of a specified percentage of eligible mortgage holders as specified in this Section 11 and in Section 12.

(k) To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

- (i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by at least sixty-seven (67%) percent of the total allocated votes of the Owners' Association and approved by eligible mortgage holders representing at least fifty-one (51%) percent of the votes of units subject to mortgages held by eligible holders.
- (ii) Any election to terminate the legal status of the Condominium after substantial destruction, or a substantial taking in condemnation of the Condominium property, must be approved in writing by at least sixty-seven (67%) percent of the total allocated votes of the Owners' Association, and approved by eligible mortgage holders representing at least fifty-one (51%) percent of the votes of units subject to mortgages held by eligible holders.
- (iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders of mortgages on all remaining units whether existing in whole or in part, and which have at least sixty-seven (67%) percent of the votes of such remaining Units subject to eligible holders of mortgages;
- (v) When professional management has been previously required by any eligible mortgage holder, eligible insurer or guarantor, whether such entity became an eligible mortgage holder, eligible insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated, and the approval of eligible holders of mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages;

(l) Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder, or any lease may not exceed three (3) years. Any such agreement must provide for termination by either party without cause, and without payment of a termination fee, on ninety (90) days or less written notice;

(m) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium, and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, and during normal business hours or under other reasonable circumstances;

(n) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year. If no audited statement is available, any mortgage holder shall be allowed to direct that an audited statement be prepared at its expense. Any financial statement so requested shall be furnished within a reasonable time following such request;

(o) Except for amendments to the Condominium documents, or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of owners of Units to which at least one hundred (100%) percent of the votes in the Trust are allocated, and the approval of eligible holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) Except for amendments to the Master Deed, Declaration of Trust and By-Laws for termination of the Condominium made as a result of destruction, damage or condemnation as set forth above, or adding additional phases to the Condominium as provided for in Section 11 hereof, the consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated (except for subparagraphs (e), (g), (h) and (i) as to which consent of one hundred (100%) percent of the votes in the Condominium Trust shall be required), and the approval of eligible holders of mortgages on Units which have at least fifty-one (51%) percent of the vote of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;

- c. Reserves for maintenance, repair, and replacement of the common areas (or Units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any Unit;
- i. Convertibility of Units into common areas or of common areas into Units;
- j. Leasing of unit estates; and
- k. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit;
- l. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders, or eligible insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition, or any amendment of the constituent documents pursuant to this section, shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties, and may otherwise be relied upon pursuant to the provisions of Section 7.5 of the Wayland Gardens Condominium Trust recorded herewith.

Section 14. Amendments:

Except for Amendments to this Master Deed to add subsequent phases as provided for herein, for so long as the Declarant owns at least fifty percent (50%) of the Units, including Units to be added in subsequent phases, 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 only if such amendment would materially affect the right of any mortgagee), provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended by an instrument in writing, provided:

- (a) It is signed by Unit Owners entitled to at least seventy-five (75%) percent of the undivided interests in the Common Elements;

- (b) It is signed, certified and acknowledged by all of the Trustees of the Condominium Trust; and
- (c) Such Trustee certification is duly recorded with the Middlesex South District Registry of Deeds wherein this Master Deed is recorded;

PROVIDED, HOWEVER, that:

- (i) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless that same shall have been so recorded within six (6) months after such date;
- (ii) No instrument of amendment which alters the dimensions of any Unit(s) shall be of any force or effect unless the same has been signed by the owners of the Unit(s) so altered, and that the same has been assented to in writing by all holders of first mortgages of record;
- (iii) No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record, or would materially adversely affect holders of mortgages, shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;
- (iv) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners, the said instrument is recorded as an Amended Master Deed, and that the same has been assented to in writing by all holders of first mortgages of record;
- (v) No instrument of amendment which purports to increase or decrease, or redefine, the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements, and that the same has been assented to in writing by all holders of first mortgages of record;
- (vi) No instrument of amendment which purports to increase or decrease or redefine the exclusive use right of any Unit or Units to portions of the Common Elements shall be of any force or effect unless signed by the Owners of all Units affected by such change, including any Unit affected by a change in its financial responsibility; and
- (vii) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or

inconsistent with any requirements or provisions of said Chapter 183A, as amended, shall be of any force or effect.

Notwithstanding any of the provisions contained herein (including Chapter 183A) to the contrary, the Declarant, its successors and assigns, reserve the right to construct and add to the Condominium such additional buildings, Units and parking spaces (or any lesser part thereof) as described in Sections 2, 3, 4, 5, 8 and 11, and after such additions are substantially completed, to amend this Master Deed creating subsequent phases (including any sub-phase) as herein described; each Unit Owner, his or her successor, assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the Declarant, his or her successors, assigns and mortgagees, as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph.

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 at any time, and from time to time, until all Units have sold, including the units to be added as subsequent phases, which amends this Master Deed or the Declaration of Trust: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership; (iii) to bring this Master Deed into compliance with Chapter 183A; or (iv) to correct clerical or typographical errors in this Master Deed 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(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of an obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to, the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

Section 15. Units Subject to Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations.

All present and future owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations, as any of them may be amended from time to time. The acceptance of a Unit Deed, conveyance or the entering into occupancy of any Unit, shall constitute an agreement that a violation of

any provisions set forth in the Master Deed, the Unit Deed, the Declaration of Trust and the Rules and Regulations shall be deemed to be a substantial violation of the duties of the Unit's Owner.

Section 16. Chapter 183A:

The Units and the Common Elements, and the Unit Owners and the Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Condominium Trust and By-Laws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

Section 17. Invalidity:

If any provision of this Master Deed, or any amendment hereof, or the application thereof to any person or circumstance is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

Section 18. Conflicts:

This Master Deed and the Declaration of Trust are intended to fully comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

Section 19. 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, regardless of the number of violations or breaches that may occur.

Section 20. Captions:

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed, or the intent of any provision thereof.

Section 21. Gender and Number:

The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so admits or requires.

Section 22. Definitions:

All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings herein unless the context otherwise requires.

IN WITNESS WHEREOF, the Declarant hereby executes this Master Deed under seal this 19th day of November, 2009.

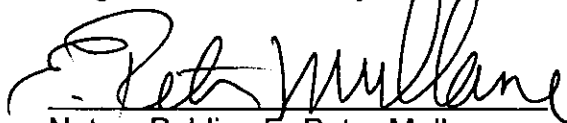
WAYLAND GARDENS, LLC

By: 
Rocco Scippa, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 19th day of November, 2009, before me, the undersigned notary public, personally appeared Rocco Scippa, proved to me through satisfactory evidence of identification, which was his current Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he read and signed it voluntarily for all its purposes stated therein individually, and in his capacity as duly authorized Manager of the said Wayland Gardens, LLC.



Notary Public: E. Peter Mullane
My Commission Expires: 10/01/2010

[Seal]



E. PETER MULLANE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 1, 2010

EXHIBIT A
MASTER DEED
WAYLAND GARDENS CONDOMINIUM

The land, together with the buildings and improvements thereon, numbered and known as 336 Commonwealth Road, Wayland, Middlesex County, Massachusetts 01778, and being more particularly bounded and described as follows:

PARCEL ONE:

Being **Lot 3**, as shown on a certain plan entitled, "Plan of Land in Wayland, Mass. Owned by Ethel T. Carpenter," dated July 5, 1994, revised July 21, 1994, by Yarworth Engineering and Land Surveying, recorded with Middlesex South District Registry of Deeds in Book 24734, Page 231, reference to which plan is hereby made for a more particular description; and

PARCEL TWO:

Being **Parcel "A"**, as shown on a certain plan entitled, "Plan of Land at #344 & #348 Commonwealth Road, Wayland, MA. Prepared for Carlton G. Carpenter," dated October 8, 2003, by Yarworth Engineering Co., Inc., and recorded with Middlesex South District Registry of Deeds as Plan No. 111 of 2004, reference to which plan is hereby made for a more particular description.

Being the same premises conveyed to this Declarant by deed of Carleton G. Carpenter, dated November 17, 2006, and recorded with the Middlesex South District Registry of Deeds in Book 48514, Page 30.

EXHIBIT B
MASTER DEED
WAYLAND GARDENS CONDOMINIUM

The buildings comprising the Condominium are located at the property known as and numbered 336 Commonwealth Road, Wayland, Middlesex County, Massachusetts 01778, and not known or referred to by any other name as of the date hereof.

The buildings are (2) stories in height, containing a full separate basement for each Unit. Each contains two (2) residential condominium units. There is one (1) uncovered parking space and one (1) covered garage space, being designated for the exclusive use of each Unit. The driveway serves as ingress and egress for both of the parking spaces. For the purpose of this paragraph, the term "Owner(s)" shall include the owners of a Unit, as well as their tenants, guests, invitees, employees, contractors, other persons or entities acting on their authority or on their behalf.

The principal construction materials are wood frame with cement board siding. The foundation is constructed of poured concrete. The basement floor is constructed of poured concrete. The roof is pitched, and is surfaced with asphalt shingles. Interior wall surfaces are sheet rock and plaster.

The basement for each Unit contains the main mechanical systems, and storage areas for each Unit as shown on the Plans of the Condominium recorded herewith. Each Unit has a separate gas-fired forced hot air heating system, and separate gas hot water, with the main boilers located in the basement area. The electrical and gas (for cooking, heating and hot water) systems are separately metered for each Unit. The sewer line (septic system) serves all Units. The main plumbing system within each Unit is principally that of PEX tubing.

EXHIBIT C
MASTER DEED
WAYLAND GARDENS CONDOMINIUM

<u>UNIT #</u>	<u>LOCATION</u>	<u>NUMBER OF ROOMS</u>	<u>SQUARE FOOTAGE*</u>	<u>PERCENTAGE INTEREST IN COMMON AREAS</u>
UNIT #6	6 Decolores Drive Wayland, MA	6	2,091	33.33%
UNIT #14	14 Decolores Drive Wayland, MA	6	1,931	33.33%
UNIT #16	16 Decolores Drive Wayland, MA	6	1,932	33.33%

*NOTE: The square footage does not include the basement and attic areas for the exclusive use of each Unit.

NOTE: The number of rooms does not include porches, decks, balconies, bathrooms, pantries, halls, corridors, foyers, closets, yards, basements, or crawl spaces.

UNIT BOUNDARIES:

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

1. **FLOORS:** The plane of the upper surface of the subflooring.
2. **CEILINGS:** The plane of the lower surface of the ceiling joists.
3. **BASEMENTS:** The plane of the upper surface of the foundation floor. (Included as part of each Unit is a basement as shown on Plan recorded with this Master Deed.)
4. **INTERIOR BUILDING WALLS BETWEEN UNITS AND BETWEEN UNITS AND COMMON AREAS:** The plane of the interior surface of the wall furrings or studs.
5. **DOORS AND WINDOWS:** The plane of the exterior surface of doors and the exterior surface of window glass, and the interior surface of the window frames.
6. **EXTERIOR BUILDING WALLS:** The plane of the interior surface of wall furring.