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MASTER DEED OF
WILLOW BROOK CONDOMINIUM

WILLOW BROOK ASSOCIATES LIMITED PARTNERSHIP of which PULTE HOME CORPORATION OF MASSACHUSETTS, a Michigan corporation organized under law and with its principal place of business at 176 East Main Street, Unit 1, Westborough, Worcester County, Massachusetts is the sole General Partner (hereinafter referred to as "Declarant"), being the sole owner of certain property situated partly in Wayland and partly in Natick, Middlesex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and filing this Master Deed, does hereby submit the Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium ("Condominium"), to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end, Declarant does hereby declare and provide as follows:

1. Condominium Phasing.

The Condominium is planned to be developed as a phased Condominium. Paragraph 16 hereof sets forth the procedures whereby the Declarant may amend this Master Deed so as to include additional phases in the Condominium. Said paragraph 16 also describes certain limitations on the Declarant's said right to so amend.

2. Name.

The name of the Condominium shall be as follows: WILLOW BROOK CONDOMINIUM.

3. Description of Land.

The Premises which constitute the Condominium comprise the land situated off Commonwealth Road and Oak Street situated partly in the Town of Wayland and partly in the Town of Natick, Middlesex County, Massachusetts, consisting of approximately 26.8 acres of land as shown on the plan recorded herewith and hereinafter referred to as the "Site Plan".

A description of the land on which the Condominium Units are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of easements, restrictions and appurtenant rights of record, including but not limited to the rights and easements reserved to the Declarant to develop additional phases of the Condominium.

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"Registry of Deeds" as used in this Master Deed shall mean Middlesex South District Registry of Deeds and Land Court Department at the Middlesex South District Registry of Deeds.

4. Description of the Building(s).

The Declarant is declaring an initial phase containing three wood-frame, wood-sided, poured concrete foundation, two-story buildings designated Building A, Building B and Building C. The locations of said buildings are as shown on the Site Plan, and each building contains a basement and 2 floors.

5. Designation of the Units and their Boundaries.

(a) The Condominium presently consists of nine units: units 100, 101, and 102 are in Building A, units 103, 104, 105 and 106 are in Building B, and Units 111 and 112 are in Building C, all as shown on the Site Plan. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications of each of said Units are set forth in Exhibit B attached hereto, and are shown on the building floor plans recorded herewith (hereinafter referred to as the "Plans").

The said Plans 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 Massachusetts General Laws, Chapter 183A.

(b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under paragraph 16 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in subparagraphs 5(c) and 5(d) hereof. Exhibit B-1 attached hereto shows the percentage interest which will be attributable to each unit in the event all the units possible are constructed and phased into the condominium. Also, with any amendment to this Master Deed adding additional phases to the Condominium, the Declarant shall record new site and floor plans showing the building(s) and Units forming part thereof.

(c) The boundaries of each of the Units with respect to the floors, roof, walls, doors and windows thereof are as follows:

(i) Floors: The plane of the lower surface of the concrete floor slab.

(ii) Roof: The plane of the lower surface of the roof rafters.

(iii) 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.

(iv) Garage: As to the garage appurtenant to 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.

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 approval of the Board.

(d) Each Unit excludes the foundation, structural columns, girders, beams, supporters, 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.

(e) 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.

(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

(g) 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 paragraph 6 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved as exclusive easements for the use of the Unit to which such Limited Common Areas and Facilities appertain.

6. Common Areas and Facilities.

Except for the Units and Limited Common Areas and Facilities as described in paragraph 7 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 paragraph 7 hereof). These Common Areas and Facilities shall consist of and include, without limitation, the following:

(a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, and roofs.

(c) All conduits, ducts, pipes, wires, meters and other installations or facilities for the furnishing of utility services and waste removal including, without limitation, water, sewerage, 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.

(d) Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

(e) In general, any and all apparatus, equipment and installations existing for common use.

(f) Such additional Common Areas and Facilities as may be defined in Massachusetts General Laws, Chapter 183A.

The Declarant has reserved the right pursuant to paragraphs 5(b) and 16 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the

amendments to this Master Deed adding such future phases shall specify in what respect the Common Areas and Facilities have been adjusted as to the Units involved.

Subject to the exclusive use provisions of paragraph 7 hereof, the restrictions set forth in paragraph 9 hereof and the reserved rights and easements set forth in paragraphs 10 and 11 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.

7. Limited Common Areas and Facilities.

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

(a) Driveways. Included with and appurtenant to each Unit will be the driveway area leading from the road 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 Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(b) Patios, Front Entry Stoops and Decks. If a Patio, Front Entry Stoop, and/or Deck is attached 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 Declaration of Trust and the Rules and Regulations promulgated pursuant thereto.

(c) 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 shall be for the shared exclusive use of the Units they serve.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 9 hereof and to the reserved rights and easements set forth in paragraphs 10 and 11 hereof.

The cost of maintenance and repair of any privacy screen shall be born by the unit owner to whose appurtenant patio or deck the privacy screen is attached. If any privacy screen is not maintained, repaired or replaced to the Trustees' satisfaction, the Trustees may, at their sole and absolute discretion, cause the maintenance, repair or replacement to be performed and assess the cost of same to

the owner(s) of the units benefitting from such privacy screen. Said assessment shall be a common expense constituting a lien on the units until paid. The fences located outside of each Dartmouth-type unit are not to be considered privacy screens for the purposes of this provision.

The Declarant has reserved the right pursuant to paragraph 16 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this paragraph 7, and if such variation shall occur, they shall be specified in the amendment(s) to this Master Deed adding such future phase(s).

8. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit measured as of the date of this Master Deed bears to the aggregate fair value of all Units, also measured as of the date of this Master Deed, which undivided interest is set forth in Exhibit B hereof.

In the event all Units approved by the Special Permit pursuant to which the Condominium is developed are constructed and phased in, the estimated percentage interest attributable to each unit will not be less than that shown on Exhibit B-1.

9. Purpose and Restriction of Use.

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

(a) Each Unit shall be used only for residential dwelling purposes. A maximum of four people may reside in a two bedroom unit, except that this shall not apply to persons who have children after they have commenced occupancy. No more than two unrelated individuals shall reside in any unit, provided, however, that this exclusion shall not apply to related children, and/or parents as long as the maximum number of allowable occupants as defined in this paragraph is not exceeded.

(b) The architectural integrity of 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 Condominium Trustees in accordance with the provisions of the Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

(c) 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 and 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.

Provided however, that any such modification which seeks to improve and/or finish all or any part of the basement level or to create any new room in any part of any unit shall be first approved by the Board of Trustees in compliance with the provisions of this section. Any unit owners desiring to so modify his/her unit shall first submit to the Board of Trustees a plan depicting the improvements planned. Relative to each additional room to be created, the plans shall show the following:

- (1) no direct access from that room to a bathroom;
- (2) no direct access from that room to a closet;
- (3) each door to each room to be created is as far as practicable from a bathroom; and
- (4) each such room shall contain one or more of the following: fireplace, half wall, picture window or similar feature to limit privacy.

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 the 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.

(d) 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.

(e) 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 (hereinafter the "By-Laws") and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.

(f) The driveways are intended to be used solely for the parking of private passenger vehicles. Only cars and light trucks without signage are permitted to park overnight in the driveways.

(g) **Leasing Restrictions:** All leases or rental agreements for Units shall be in writing, and of a minimum duration of six months. Lessors are required to provide the Association 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 Trustees. All leases for units within the condominium shall include the following language:

This lease is made in all respects subject to the Lessor's obligations created by the Law and by the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, 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 to the provisions of the Condominium Master Deed, Declaration of Trust, Covenants, Conditions, Restrictions, Bylaws, Resolutions, and Rules and Regulations. Failure to comply with these provisions may be deemed a material breach of this lease agreement. Violation-by-Tenants: Unit owners are responsible for the violations of the Master Deed, Declaration, Bylaws, and Rules and Regulations by their tenants. If such violation by a tenant creates a nuisance, the Board may give written notice to the landlord Unit Owner demanding that it evict the tenant from the Unit and the

Board may start such proceeding both on behalf of the Association and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Board succeeds in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorney's fees. Each Unit Owner hereby appoints the Board 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 the Master Deed, Declaration, Bylaws, and Rules and Regulations of the Condominium. Rules violation assessments made to the Lessor, due to noncompliance by the Tenant, shall be reimbursed to the Lessor by the Lessee in full upon demand. The Condominium Documents are entrusted and presented herewith to the Tenant and must be returned to the Lessor upon termination of this agreement. A copy of this lease shall be filed by the unit owner with the Board of Trustees of Condominium at the following address:

Willow Brook Condominium Trust
 c/o Community Association Services
 71 Spit Brook Road, Suite 101
 Nashua, NH 03060

Each lease must contain the following information: the names of all persons that will reside in the unit and the ages of anyone under 18; 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 at the above address prior to occupancy of his unit by tenant shall be assessed a penalty set by the Trustees of the Willow Brook Condominium Trust for each violation, and shall be responsible for all court and legal costs involved in the collection of the above matter.

(h) Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium.

(i) 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.

(j) No pets other than common domestic animals shall be kept in any unit. Such animals include, but are not necessarily limited to, dogs, cats, birds, tropical fish, goldfish, and hamsters and/or gerbils (if properly caged). under no circumstances are reptiles or "exotic" animals to

be kept in any unit. Upon petition by any unit owner, the Trustees of the Condominium Trust filed and recorded herewith shall have the right to approve or disapprove the keeping of any pet other than those species types listed herein. Only unit owners may petition the Trustees for variance of this restriction. There shall be no breeding of any animals in any unit.

(k) Nothing shall be done in any Unit which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said unit which would structurally change any building, without the prior written permission on each occasion by the Trustees.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium 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 paragraph, except as occur during his or her ownership of a Unit.

(l) No de-icing chemicals shall be used on the access roads or driveways except with the prior written permission of the Wayland Conservation Commission.

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

(a) 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:

(i) Lease and License the use of any unsold Units;

(ii) Raise or lower the price of unsold Units;

(iii) Use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;

(iv) Use any Unit owned by the Declarant as an office for the Declarant's use; and

(v) Make such modifications, additions, or deletions in and to the Master Deed or the Declaration of 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 (except as otherwise provided herein relative to adding phases to the Condominium) or increase the price of any unit under agreement for sale or alter the size or layout of any such unit.

(b) 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.

(c) Notwithstanding any provisions 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 including the development, construction and addition to the Condominium of future phases as permitted by paragraph 16 of this Master Deed and the development and construction of common use facilities should the Declarant elect to develop and construct same pursuant to the rights reserved to the Declarant in paragraph 17 of this Master Deed. 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 easements 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 paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Rights Reserved to the Condominium Trustees.

Upon twenty-four hours advance notice (or such longer notice as the Condominium 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 Condominium Trustees shall have the right of access to each Unit, the Common Areas and Facilities thereto, and to the Limited Common Areas:

(a) 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.

(b) 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, electric, telephone, sewer 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 WILLOW BROOK CONDOMINIUM TRUST (hereinafter and hereinafter referred to as the "Condominium Trust") under a Declaration of 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 (hereinafter and hereinafter the "Condominium Trustees") is as follows:

WILLOW BROOK ASSOCIATES LIMITED PARTNERSHIP

The mailing address of the Trust is 176 East Main Street, Unit 1, Westborough, Massachusetts.

The Condominium 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 in June of each year (Trust 5.14.2), or within sixty 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 (Trust 5.23).

13. Easement for 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 Condominium 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.

(a) 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, paragraphs 9(d) and 16 hereof), the Condominium Trust, the By-Laws, the Unit Deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, 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, paragraphs 9(d) and 16 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 provisions 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.

(b) Each Unit Owner, by the acceptance of the deed to his or her Unit, shall thereby irrevocably appoint the Declarant and its successors in title as their attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to develop any additional phase(s) of the Condominium and do further agree for themselves, their heirs, executors, administrators and successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose.

(c) 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.

(d) Each Unit shall be entitled to vote its appurtenant percentage interest as shown on Schedule B of the most current Amendment to Master Deed, or on the Schedule B attached hereto, if there are no Amendments of record.

(e) Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Trust. Such share shall be based upon the fair market value of each unit, taking into account restrictions of record, if any. 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.

Except as otherwise provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium or as otherwise provided herein, this Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time holding at least fifty per cent (50%) 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 Condominium 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 per cent (50%) of said total voting power of the Unit Owners, or, in either event, such higher percentage as required by the Condominium Act and (b) duly recorded with the Registry of Deeds, provided, that:

(a) The date on which any instrument of amendment is first signed by an Owner of a Unit 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.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(c) Except as provided in paragraph 16 hereof with respect to amendments adding new phase(s) to the Condominium, 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.

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

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to add additional phase(s) to the Condominium as set forth in paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in paragraph 17 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.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the Master Deed and particularly the provisions of paragraph 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon the completion of sales by the Declarant to third party purchasers (who shall not be a successor to the Declarant's development interest in the Condominium as referred to in paragraph 18 of this Declaration) of all of the Units of the Condominium or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) 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.

(h) 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 provisions of the Master Deed and Declaration of Trust shall be construed so as to qualify any such mortgages for sale to FNMA and FHLMC.

(i) No instrument of amendment which purports to amend or otherwise affect paragraphs (b) through (h) of this paragraph 15 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees of record with respect to the Units.

(j) Where required under the Master Deed and/or the Condominium Act the instrument of amendment shall be deemed assented to by the holders of the first mortgages of record with respect to the Units upon the giving of 60 days written notice sent to said Mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this paragraph 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 mortgage holders of record.

Each instrument of amendment executed and recorded in accordance with the requirements of this paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

16. Declarant's Reserved Rights to Construct and Add Units.

The Condominium presently is comprised of nine townhouse condominium units in three buildings (all as more particularly described in Exhibit B hereof) and known as Phase 1. Without intending hereby to delimit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the condominium by addition of various buildings and units to the Condominium in eleven (11) phases, with each such expansion being comprised of townhouse units.

The maximum number of Units in the Condominium, if all allowable buildings and units are added, is 44 Units.

Notwithstanding anything to the contrary otherwise contained herein, any modification in the allowable number of units to more than 44 units requires approval of 100% of the voting power of the Unit Owners.

The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the number of units in the Condominium, the following provisions shall define the Declarant's reserved rights and certain obligations to which the Declarant must adhere:

(a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved right shall sooner expire upon the first to occur of the following events:

(i) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto have reached the aforesaid maximum number; or

(ii) The Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Units to the Condominium.

(b) Future buildings, structures, improvements and installations shall be located substantially as shown on the Condominium Site Plan filed and recorded herewith.

(c) Each expansion phase following the Master Deed shall consist of one building. Each building will contain two, three or four units as described on Exhibit B-1.

(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 the Units therein which are to be added to the Condominium as part of future phases; provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.

(f) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited 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 Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in paragraph 7 hereof.

(g) The Declarant may add future phases and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(i) 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 subparagraphs 5(c) and 5(d) of this Master Deed.

(iii) If the boundaries of the Units being added to the Condominium vary from those described in said subparagraphs 5(c) and 5(d), the definition of the Common Areas and Facilities contained in paragraph 6 hereof shall be modified, as necessary, with respect to such Units.

(iv) An amended Exhibit B setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Units and in keeping with paragraph 8 hereof for the determination of percentage interests.

(v) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in paragraph 7 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

(vi) A revised site plan of the Condominium showing the new building(s) and floor plan(s) for the new Units being added to the Condominium, which floor plan(s) shall comply with the requirements of Chapter 183A.

Upon the recording of any such amendment to the Master Deed so as to include such additional phase(s), the Units in such building(s) shall become Units 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 the first phase of the Condominium.

(h) The Declarant shall not amend the Master Deed so as to include any additional phase(s) until the construction of the building(s) containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.

(i) It is expressly understood and agreed that no such amendment(s) adding new phases 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, and 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 Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(j) 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 additional phase(s) 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 interest 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 reduced, since the value of the Unit will represent a smaller proportion of the revised aggregate fair value of all 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 B which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

(k) 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 paragraph 16 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this paragraph. Each unit deed shall contain a statement that the condominium is phased and that the percentage interest may change as additional phases are added.

(l) In the event that notwithstanding the provisions of this paragraph to the contrary, 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 new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be 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 shall be binding upon each and every present and future Owner of a Unit in the Condominium.

(m) 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.

(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.

For purposes of such construction, the Declarant shall have all of the rights, and easements reserved to him in subparagraph 10(c) hereof.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, an easement

over that portion of the premises on which 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.

Ownership of each building, together with the residential units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said residential 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.

17. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities.

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of the Condominium, and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

18. Definition of "Declarant".

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

19. 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 M.G.L., 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:

(a) 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:

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

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

(iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above,

(b) 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.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as otherwise provided by Chapter 183A., as it may be amended from time to time.

(d) 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 law;

(e) 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 assessments which are extinguished pursuant to the foregoing provision may be reallocated 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 assessments made thereafter.

(f) Unless all of the institutional first mortgage lenders holding mortgages on the individual units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) 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;

(ii) Change the pro-rata interest of any individual Unit; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(iii) Partition or subdivide any Unit; or

(iv) 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 of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Section 16 hereof; or

(v) 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.

(g) 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;

(h) 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 the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

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

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

(iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

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

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intends that the provisions of this paragraph 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 all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 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 District Registry of Deeds in accordance with the requirements of paragraph 15 hereof.

20. 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 Trust:

a. 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;

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

c. To bring this Master Deed or the Trust in compliance with M.G.L. c. 183A; or

d. 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.

21. 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 had never been included herein.

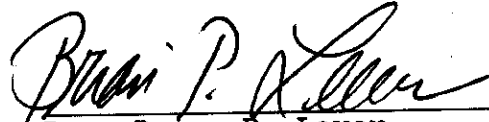
22. Waiver

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 which may occur.

Executed as a Sealed Instrument on this day, July 8, 1997.

WILLOW BROOK ASSOCIATES
LIMITED PARTNERSHIP
By: its General Partner

PULTE HOME CORPORATION
OF MASSACHUSETTS


By: Brian P. Lever
Its Attorney-in-Fact

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

July 8, 1997

Then personally appeared the above-named Brian P. Lever, Attorney in Fact for Pulte Home Corporation of Massachusetts, General Partner of Willow Brook Associates Limited Partnership, duly authorized, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pulte Home Corporation of Massachusetts, and Willow Brook Associates Limited Partnership, before me,


Notary Public Robin A. Jones
My Commission Expires: 3/12/04

EXHIBIT A
Legal Description

Two certain parcels of land located on Oak Street and Commonwealth Road (Route 30) in Wayland and Natick, Middlesex County, Massachusetts, being more particularly described as follows:

Parcel 1

Beginning at the Northwest corner of the premises at the intersection of Oak Street and Commonwealth Road, (formerly referred to as the road from Cochituate to Auburndale).

Thence running Easterly 17 rods on Commonwealth Road, to land formerly of Holmes;

Thence Southeasterly 64 rods by said land of Holmes to land formerly of Bent;

Thence Westerly 44 rods by said land of Bent to Oak Street;

Thence Northerly 50 rods by said Oak Street to the point of beginning.

Containing about 10 acres; be any of said measurements more or less.

Said premises are conveyed subject to an easement for Culvert drainage described in deed recorded with Middlesex South District Registry of Deeds in Book 4538, Page 92; and there is excepted therefrom about 300 square feet taken for said Commonwealth Road described in Book 4161, Page 304, of said District Deeds.

Being the same premises conveyed to Willow Brook Associates Limited Partnership by deed of The Finch Group, Inc. dated October 18, 1996, and recorded at Book 26757, Page 481.

Parcel 2

Northerly by lot 2 as shown on plan hereinafter mentioned, fifteen hundred nine and 09/100 feet;

Easterly by lands now or formerly of Elizabeth W. Stevenson and of William E. Forance, four hundred fifty and 36/100 feet;

Southeasterly by land now or formerly of Massachusetts Turnpike Authority, five hundred forty and 80/100 feet;

Southerly by land now or formerly of Evelyn I. Scott, two hundred ninety-six and 95/100 feet; and

Southwesterly by said Scott land and by land now or formerly of William F. Smith, ten hundred forty-seven and 49/100 feet.

Said parcel is shown as lot 3 on said plan, (Plan No. 18387D).

All of said boundaries are determined by the Middlesex South District Registry Office of the Land Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 745, Page 162, with Certificate 123112.

The above described land has the benefit of the reservation more particularly set forth in Document 394588.

Being the same premises conveyed to Willow Brook Associates Limited Partnership by deed of James A. Radley dated October 2, 1996, filed as Document Number 0105183 and described in Certificate of Title Number 0206524, Book 1162, Page 174.

The premises are subject to the following matters of record:

1. Notice of Decision and Special Permit by the Wayland Planning Board dated 9/28/88 and filed as Land Court Document Number 993593 and recorded at Book 26016, Page 2.
2. Reservations contained in Deed to Dow Chemical Company dated 11/28/62 filed as document number 394588 which reservations are also appurtenant to the locus.
3. Matters shown on the plan of locus (L.C. Plan 18387D) including rights of way, easement, note, approvals, conditions, and all other matters appearing thereon.
4. Easement to New England Telephone and Telegraph Company dated 10/16/91 recorded at Book 21546, Page 556.
5. Order of taking for Commonwealth Road recorded at Book 4161, Page 304.
6. Easement to Town of Wayland for drainage purposes recorded at Book 4538, Page 92.
7. Order of Taking for Oak Street, recorded at Book 7932, Page 415.
8. Order of Taking for Commonwealth Road recorded at Book 9411, Page 400.
9. Matters shown on subdivision plan of recorded portion of locus (Book 15851 - End) including rights of way, easements, notes, approvals, restrictions and conditions and all other matters appearing thereon.
10. Notice of Decision by Wayland Board of Appeals filed as Document Number 1009776 and recorded at Book 26567, Page 564.
11. Easement to Boston Edison Company and New England Telephone and Telegraph Company filed as Document Number 1013910.
12. Order of Conditions by the Commonwealth of Massachusetts Department of Environmental Protection filed at Document Number 828234 as extended by Document Number 920260 and Document Number 1012970 and as recorded at Book 20731, Page 311 and extended at Book 23704, Page 332 and at Book 26679, Page 361.

13. Order of Conditions by Wayland Conservation Commission recorded at Book 18221, Page 85.

14. Mortgage from Willow Brook Associates Limited Partnership to James A. Radley and The Finch Group, Inc. in the original principal amount of \$1,000,000.00, dated October 18, 1997 and filed as Document Number 1016240 and noted on certificate of title number 0206524, Book 1162, Page 174, and recorded at Book 26757, Page 489, as affected by Subordination Agreement dated October 17, 1996 and filed and recorded herewith.

15. Conservation Restriction filed as Document Number _____, and recorded on June _____, 1997 as instrument number _____, Book _____, Page _____.

16. Covenant with the City of Wayland filed as Document Number _____, and recorded on June _____, 1997 as instrument number _____, Book _____, Page _____, as affected by Release filed as Document Number _____, and recorded on June _____, 1997 as instrument number _____, Book _____, Page _____.

EXHIBIT B
TO MASTER DEED
WILLOW BROOK CONDOMINIUM

UNIT DESIGNATIONS and PROPORTIONATE INTERESTS

UNIT	LEGAL PHASE	TYPE	APPROX. SQ. FT. *	PROPORTIONATE INTEREST (PERCENTAGE)	# of Rooms**	Bldg
100	1	Arlington	3,786	12.441	7	A
101	1	Dartmouth	3,504	11.552	6	A
102	1	Dartmouth	3,520	11.552	6	A
103	1	Arlington	3,906	12.441	6	B
104	1	Dartmouth *	3,524	11.552	6	B
105	1	Dartmouth (Affordable)	3,015	2.547	6	B
106	1	Berkeley	3,931	12.737	6	B
111	1	Berkeley	4,015	12.737	6	C
112	1	Arlington	3,902	12.441	6	C
TOTAL PERCENTAGE INTEREST				100.000		

*Square footage includes basement and garage areas as well as "living space" within the unit.

**Excludes Unfinished Basement area, Garage, Bathrooms and Laundry Rooms

All units are located on three floors (basement, 1st floor, and 2nd floor) plus a garage.

The immediate common areas and limited common area to which each unit has access are walkways, decks, steps, and driveway attached to that unit, if any.

EXHIBIT B-1

TO MASTER DEED

WILLOW BROOK CONDOMINIUM

IF ALL UNITS POSSIBLE ARE CONSTRUCTED AND PHASED INTO THE CONDOMINIUM, THE UNIT DESIGNATIONS and PROPORTIONATE INTERESTS FOR EACH UNIT WILL NOT BE LESS THAN AS SHOWN ON THIS SCHEDULE

UNIT	LEGAL PHASE	TYPE	APPROX. SQ. FT. *	PROPORTIONATE INTEREST (PERCENTAGE)	# of Rooms**	Bldg
100	1	Arlington	3,786	2.591	7	A
101	1	Dartmouth	3,504	2.405	6	A
102	1	Dartmouth	3,520	2.405	6	A
103	1	Arlington	3,906	2.591	6	B
104	1	Dartmouth	3,524	2.405	6	B
105	1	Dartmouth (Affordable)	3,015	0.531	6	B
106	1	Berkeley	3,931	2.652	6	B
107	2	Arlington	3,786	2.591	6	D
108	2	Dartmouth (Affordable)	3,015	0.531	6	D
109	2	Dartmouth (Affordable)	3,015	0.531	6	D
110	2	Berkeley	3,931	2.652	6	D

UNIT	LEGAL PHASE	TYPE	APPROX. SQ. FT.*	PROPORTIONATE INTEREST (PERCENTAGE)	# OF Rooms**	Bldg
111	1	Berkeley	4,015	2.652	6	C
112	1	Arlington	3,902	2.591	6	C
200	6	Arlington	3,786	2.591	6	H
201	6	Dartmouth	3,524	2.405	6	H
202	6	Dartmouth	3,524	2.405	6	H
203	6	Berkeley	3,931	2.652	6	H
204	4	Arlington	3,786	2.591	6	F
205	4	Dartmouth	3,524	2.405	6	F
206	4	Dartmouth	3,524	2.405	6	F
207	4	Berkeley	3,931	2.652	6	F
208	3	Arlington	3,786	2.591	6	E
209	3	Dartmouth (Affordable)	3,015	0.587	6	E
210	3	Dartmouth	3,524	2.405	6	E
211	3	Berkeley	3,931	2.652	6	E
212	5	Arlington	3,786	2.591	6	G
213	5	Dartmouth (Affordable)	3,015	0.587	6	G
214	5	Dartmouth	3,524	2.405	6	G

UNIT	LEGAL PHASE	TYPE	APPROX. SQ. FT. *	PROPORTIONATE INTEREST (PERCENTAGE)	# of Rooms**	Bldg
300	7	Arlington	3,786	2.591	6	I
301	7	Clarendon	4,183	2.528	6	I
302	9	Arlington	3,786	2.591	6	K
303	9	Clarendon	4,183	2.528	6	K
304	9	Dartmouth	3,524	2.405	6	K
305	9	Berkeley	3,931	2.652	6	K
306	8	Arlington	3,786	2.591	6	J
307	8	Clarendon	4,183	2.528	6	J
308	8	Dartmouth (Affordable)	3,015	0.587	6	J
309	8	Berkeley	3,931	2.652	6	J
310	10	Berkeley	3,931	2.652	6	L
311	10	Dartmouth	3,524	2.405	6	L
312	10	Clarendon	4,183	2.528	6	L
313	10	Arlington	3,786	2.591	6	L
314	11	Arlington	3,786	2.591	6	M
315	11	Clarendon	4,183	2.528	6	M
TOTAL PERCENTAGE INTEREST				100.000		

*Square footage includes basement and garage areas as well as "living space" within the unit.

**Excludes Unfinished Basement area, Garage, Bathrooms and Laundry Rooms

All units are located on three floors (basement, 1st floor, and 2nd floor) plus a garage.

The immediate common areas and limited common area to which each unit has access are walkways, decks, steps, and driveway attached to that unit, if any.

These numbers represent estimates of Square Footage and Room Numbers as to units which are not actually constructed at this time. Certain selections and material and construction conditions encountered may cause the actual numbers to vary slightly from those shown here. Percentage interests are based on Fair Market Value and therefore will not be affected by these variations.

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