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**DECLARATION OF TRUST OF THE SAGE HILL HOMEOWNERS TRUST
AND DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

This Declaration of Trust and Declaration of Easements, Covenants and Restrictions ("Declaration") is made as of: the 10th day of September, 2010 by Sage Hill LLC, a Massachusetts limited liability company, (the "Declarant"), with an address of 910 Boston Post Road, Suite 310 Marlborough, MA 01752.

WHEREAS, the Declarant is the owner of certain land in the Town of Wayland, Middlesex County, Massachusetts, described in a deed dated recorded with the Middlesex District Registry ("Registry") of Deeds in Book 55279, Page 299 ("Property"); and

WHEREAS, the Property is also shown as Lots 1 -7 and the roadway known as "Sage Hill," all on a plan entitled "Sage Hill, A modified Definitive Subdivision Plan In The Town Of Wayland, Massachusetts" prepared by Thomas Land Surveyors and Engineering Consultants, Inc., dated February 26, 2010, which plan was recorded with the Registry as Plan No. 379 of 2010 (the "Subdivision Plan"); and

WHEREAS, the Declarant is creating on the Property a residential subdivision, including the subdivision roadway ("Sage Hill"), utility services, drainage facilities, and other related improvements; and

WHEREAS, the Declarant desires to develop the Property as an attractive and desirable residential subdivision (the "Subdivision"), in a responsible manner, while preserving to the extent reasonably possible the ecological integrity and natural beauty of the Property and enhancing property values therein; and

WHEREAS, the Declarant wishes to hereinafter establish a homeowners' trust ("Trust") to be known as the "Sage Hill Homeowners Trust" in order to properly maintain, repair, replace and administer various land and improvements on the Property as hereinafter described, including without limitation said Sage Hill and any other improvements, land and/or facilities which may be conveyed to the Trust or made subject to the Trust's administration pursuant hereto; and

WHEREAS, the Declarant further wishes to establish certain restrictions and easement rights in furtherance of the foregoing as more fully described below and as depicted on the Subdivision Plan.

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby establishes the Trust and subjects all of the Property, as shown on the said Subdivision Plan, to the terms and provisions hereof, as follows:

I. DECLARATION OF TRUST

A. Name; Legal Form

1. The Trust hereby created shall be known as the "Sage Hill Homeowners Trust" (the "Trust"), and under that name, so far as legal, convenient and practicable, shall all business carried out by the Trustees be conducted and all instruments in writing by the Trustees be executed.
2. Sage Hill LLC, and its successors and assigns to the extent so designated by it, shall

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Concord 2005
Wayland

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be the Declarant and initial Trustee of the Trust, and henceforth shall have and be vested with all of the rights, powers, authority, privileges of the Declarant and Trustee(s) hereunder.

3. All of the rights and powers conferred upon and exercisable by the Trustees hereunder, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder, shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in Trust, to exercise, manage, administer and dispose of the same, and to receive the income thereof for the benefit of the beneficiaries of the Trust.

4. It is hereby expressly declared that a Trust and not a partnership has been created hereby, and that the beneficiaries hereof are not partners or associates or any other relation whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such hereunder.

B. Purposes

1. The purposes of this Trust include, *inter alia*, (a) the maintenance, repair, replacement and administration of the "Common Facilities," as that term is described hereinafter; (b) to levy and collect assessments from lot owners in order to carry out Trust purposes; and (c) to enforce, under appropriate circumstances the terms and provisions of this Declaration. The Trustees hereunder may, if they deem appropriate or necessary, delegate certain of their powers and duties hereunder to third parties.

2. The "Common Facilities" to be maintained, repaired, replaced and administered by the Trust shall include, without limitation, the following: the roadway depicted as "Sage Hill" on the Subdivision Plan, unless and until such roadway is dedicated to the Town of Wayland or other public authority; any and all drainage areas, structures, equipment and facilities located or to be located upon the areas depicted on the Subdivision Plan; and any other real or personal property, or any interest therein, conveyed, assigned or transferred to the Trustee in furtherance of the Trust purposes.

C. Trustees

1. The original Trustee hereunder shall be the Declarant. Until such time as all lots in the Subdivision have been conveyed and/or occupied by individual homeowners, or such earlier time as the Declarant's rights hereunder are surrendered in writing by the Declarant, the Trustee(s) hereunder shall be appointed (and, if appropriate, removed) solely by the Declarant, its successors and assigns, and there shall be one Trustee. Thereafter, the Board of Trustees shall be comprised of up to eight members: one to be designated by each owner of Lots 2-7 in the Subdivision and one unit owner from each of the condominiums of Lot 1.

2. The persons so appointed as Trustees shall be and become such Trustees and shall be vested with the powers of the Trustees and titles to the Trust property, jointly and with remaining or surviving Trustees, without the necessity of any active transfer or conveyance. Any such appointment shall be evidenced by the recording of a certificate to that effect with the Registry of Deeds.

3. If for any reason any vacancy in the office of Trustee shall occur, a replacement Trustee may be appointed by the person or entity entitled to appoint that Trustee, as described

above. Despite any vacancy in the office of Trustee, the remaining or surviving Trustee or Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

4. The following provisions shall be applicable to Trustees hereunder:

(a) Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with the Registry of Deeds.

(b) No Trustee appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that the Board may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as an expense of the Trust hereunder.

(c) No Trustee appointed or elected as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance.

(d) The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the owner(s) of the lands subject to this Declaration, against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

(e) In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred: (a) each of the Trustees shall have one vote; and (b) the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided below. The Trustees may also act without a meeting by instrument signed by all of the Trustees.

D. Beneficial Interest and Beneficiaries

Subject in all cases to the Trustee-appointment provisions set forth above, the beneficial interest hereunder shall consist of one for each lot on the Subdivision Plan which has been made subject to this Declaration.

E. Powers, Duties and Functions of Board of Trustees

The powers, functions and duties of the Board of Trustees shall include, but shall not be limited to, the following:

1. To maintain, operate, repair, improve, replace as necessary, insure and otherwise to deal with and manage the Common Facilities.

2. To take all actions with respect to governmental entities, or officials, boards or agencies thereof, and with respect to utility companies, which may be necessary or appropriate in relation to any of the Common Facilities, including: (1) the granting, modification or release of utility easements, (2) the conveyance or dedication of the above-described roadway and/or other Common Facilities to the Town of Wayland or other public authority, and (3) the taking of all such action as may be necessary or appropriate to establish and maintain compliance with applicable orders, permits, laws and governmental regulations; and the powers and functions, described in this paragraph 2 shall be exercised and performed exclusively by the Trustees hereunder.

3. In connection with the Trust property and with the foregoing, but only consistently with and in furtherance of the foregoing purposes hereof, (i) to retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom, (ii) to sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of, the Trust property, or any part or parts thereof, free and discharged of any and all Trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms and for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and to execute and deliver any deed or instrument in connection with the foregoing, (iii) to purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights, (iv) to borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or instrument to secure any such borrowing, (v) to enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, license, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust, (vi) to invest and reinvest the Trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change, investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income, (vii) to obtain and maintain such casualty and liability insurance on and with respect to the Trust property, the Trust and/or themselves (including, in the Trustees' discretion, fidelity insurance and/or officers' and directors' liability coverage) as they shall deem necessary or proper, (viii) to incur such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the Trust, (ix) to determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment, (x) to vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be comprised in the Trust property,

and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares, (xi) to guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this Trust that they give such guaranty, (xii) to maintain such offices and other places of business as they shall deem necessary or proper to engage in business in Massachusetts or elsewhere, (xiii) to provide and contract for maintenance, repair, cleaning and other services to owners of lots, or relating to the Common Facilities, and (xiv) to employ, appoint and remove such agents, managers, officers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person; and the Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper.

F. Assessments and Charges

1. Prior to December 1 of each year, the Trustees shall estimate the expenses expected to be incurred during such next calendar year, together with a reasonable provision for the contingencies and reserves, and after taking into account any undistributed or unexpected funds from the prior year, for the performance and fulfillment of all of the duties, functions and activities of the Trustees which, as determined by said Trustees in their reasonable discretion, are for the general benefit of all of the owners and occupants.

2. Each such common budget shall be divided into the same number of shares as there are trustees subject to this Trust. Notwithstanding the foregoing, in the event that the Trustee(s) deem it prudent or necessary to expend funds for purpose(s) which are of benefit to, or necessitated by one or more (but not all) of the lots, the Trustee(s) may assess such costs or expenses only to that or those lot(s).

3. Statements rendered by the Trustees hereunder to owners of lots pursuant to provisions of the foregoing shall be due and payable within thirty days after the same are rendered, provided that if the Trustees so elect, the same may be paid in monthly or other installments specified by the Trustees. In the event that the Trustees shall determine during any fiscal year that the common budget so established is less than the expenses actually incurred (including reserves), or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statement therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid.

4. Each assessment made upon the land of an owner shall constitute and remain a charge and lien upon such land, and every portion thereof from the date upon which a notice of the amount thereof has been recorded with the Middlesex South District Registry of Deeds until paid in full or until twenty (20) years have elapsed from the recording of such notice, and shall be enforceable by the Trustee by proceeding to compel the sale of such land or a portion thereof to provide for payment. Each such assessment so made shall also constitute a personal debt to the person or persons constituting the owner of such land on the date of the assessment for which they shall be jointly and severally liable, if more than one. The owner or owners who fail to pay the assessment shall be liable for any and all expenses, including reasonable attorneys' fees incurred in enforcing the aforesaid provisions, and all

assessments shall bear interest at the rate of eighteen (18%) percent per annum beginning with the thirty-first (31st) day of the due date or such maximum rate of interest as provided by law, whichever is greater and permitted by law. A notarized statement executed by at least one Trustee of the Trust stating that all assessments have been paid to date with respect to any lot subject to assessment hereunder shall operate to discharge said lot from any lien for any other sums then unpaid when recorded at said Deeds. By acceptance of any deed to any lot(s) on the Plan, the owner(s) thereof hereby covenant with the Trust that any assessment by the Trust for which said owner(s) is(are) liable may be enforced by selling the lot(s), together with any improvements thereon, of the owner(s) by virtue of the STATUTORY POWER OF SALE, pursuant to Massachusetts General Laws, Chapter 183, Section 21, as though said owner(s) had granted a mortgage at the time of such acceptance of said deed to the Trust to secure such assessments as may from time to time be due to the Trust by said owner(s). Provided, however, that any such lien shall be subordinate to any institutional first and second mortgage which now or hereafter may encumber the premises, whether such mortgages are placed on the title for the lot affected before or after the lien arises. Notwithstanding the foregoing provision of this paragraph, any first and second institutional mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lot's unpaid assessments which accrue prior to the acquisition of title to such lot by the mortgagee or any bona fide purchaser from said mortgagee. Further, no Lot Owner shall be liable for the payment of any assessments accruing subsequent to a sale, transfer or other conveyance of such lot made in accordance with real property law.

5. With respect to any special functions or activities performed for or on behalf of any particular lot(s), the Trustees shall, before undertaking or commencing the same, (a) make determinations, in the reasonable discretion of the Trustees, of (i) the estimated initial costs and, if applicable, the continuing costs, of such facilities, functions or activities, and (ii) the particular lot(s) to whom or which such costs are to be assessed, and the proportions of such assessments among them if more than one, and (iii) the user charges, if any, which are to be established for the use or benefit from such facilities, functions or activities, and (b) submit such determinations in writing in reasonable detail to the owners involved in the particular facility, function or activity, and (c) make such arrangements as the Board of Trustees in its reasonable discretion deem appropriate for the payment and/or financing of all such costs and charges.

G. Rules, Regulations, Restrictions and Requirements

The Trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the areas and facilities with respect to which the Trustees have jurisdiction hereunder.

H. Meetings; Notices

1. The Trustees (if more than one) shall meet at least annually, and at such meeting may elect the Chairman, Treasurer and Secretary hereinbefore provided for other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least seven days before such meeting to each member of the Trustees. If Declarant is not sole Trustee, then both Trustees need to be present to constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

2. Every notice to any lot owner or Trustee required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and

binding if a written or printed copy of such notice shall be given by one or more of the Trustees by mailing it, postage prepaid, and addressed to the lot owner or Trustee at the address as it appears upon the records of the Trustees, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

I. Miscellaneous Provisions

1. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees or lot owners.

2. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust maybe signed by the Declarant as long as it is the sole Trustee, and thereafter by any two (2) Trustees, or by any person or persons, to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

3. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

4. The titles and hearings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

J. Rights and Obligations of Third Parties with the Trustees

1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied, or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein.

2. No recourse shall at any time be had under or upon any note, bond, contract order, instrument, certificate undertaking, obligation, covenant, or agreement, whether oral or written made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor.

3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether written or oral, made issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

4. This Declaration of Trust and any amendments hereto or any certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property of any alternation or amendment of this Declaration of Trust, or change of Trust or Trustees, when the same shall be recorded with said Registry. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

II. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

A. Easements

The Declarant hereby establishes, declares and grants the following easements, subject to the terms and provisions hereof:

1. To the Board of Trustees: The right and easement to enter upon, maintain, repair, replace and administer, as necessary, any of the Common Facilities, whether located upon land owned by the Trust or upon land owned by an individual lot owner; and the right and easement to enter upon any lot, upon reasonable advance notice to the lot owner, in order to inspect same and/or carry out any act or function thereon as deemed prudent or necessary by the Trustees in furtherance of the purposes, terms and/or provisions of this Declaration, including but not limited to, maintenance and repair of the underground drainage system, and landscaping within and adjacent to Sage Hill. Such easement rights may be assigned, in whole or in part, to the Town of Wayland or other public authority.

2. To the Lot Owners: (a) The right and easement to use Sage Hill for ingress, egress, utility services and any other purposes for which streets and ways are commonly used in the Town of Wayland; and (b) the mutual right and easement for reasonable surface water drainage, in accordance with the terms and provisions of this Declaration.

3. To the Town of Wayland: The right and easement over and within Sage Hill in order to install, maintain, repair and replace an underground water service line.

4. The easement rights granted above are granted upon the express conditions that the parties availing themselves of such easements shall: (i) do so in strict conformity with all laws, codes, orders and regulations; and (ii) reasonably promptly restore any easement area in question to

the approximate condition existing prior to the exercise of such rights, upon the completion of any work thereon.

B. Covenants

Each lot owner, by acceptance and recording of a deed to any lot in the Subdivision, shall be deemed to have agreed to comply with the following covenants:

1. Each lot owner, as well as any party claiming through them, shall comply with any and all terms and provisions of this Declaration, including without limitation the covenant hereby established to promptly pay any and all assessments levied by the Trustees pursuant to the terms hereof.

2. Commencing upon initial occupancy of any home constructed on any lot in the Subdivision, the individual homeowner shall carry out the following ongoing obligations:

- (a) Roof gutters will be cleaned on an annual basis to remove leaves, litter and deposited airborne particulates.
- (b) Driveways shall be swept at least every three months to remove sediments and to ensure that such sediments are not introduced into the Subdivision's storm water collection system. Washing and water jetting of driveways shall not be allowed.
- (c) All homes in the Subdivision shall be provided with a ground water recharge system ("GWRS") to collect and dispose of roof storm water. Each homeowner shall inspect the GWRS at least once each calendar year, and any sediment or debris shall be removed. Moreover, any operational problems relating to the GWRS shall be reported in writing by the individual homeowner to the Trustees.

In the event that any lot owner does not comply with the foregoing covenants, and such failure or refusal is not cured within 15 days after written notice of same, the Trustees may carry out the necessary measure or function, and the costs thereof shall be assessed to the noncompliant owner.

C. Restrictions

1. None of the lots subject to this Declaration shall be used for non-residential purposes; provided, however, that home office use may be allowed, to the extent allowed under any applicable provision of the Town of Wayland Zoning By-Law.

2. In any "No Disturb" Areas depicted on the Subdivision Plan, no tree cutting, uprooting, weeding or clearing shall be undertaken, except for the removal of certain rampant and noxious plants, such as poison ivy, poison oak, poison sumac, bittersweet or multiflora rose, which may be unhealthful or which may threaten to overwhelm and kill other naturally occurring trees and wood plant species. An Owner may add new plantings to the No Disturb Area, including native trees, shrubs or perennials, to replace dead or diseased plant materials or trees, or to increase the density or to add to the beauty thereof. Owners shall not plant or extend maintained lawn area into the No Disturb Area(s), however. Prior to the construction of a home on any lot, any No Disturb Area thereon shall be protected from construction activities by a four-foot (4') high snow fence or similar protective measure.

3. Only one single-family dwelling, together with usual and customary accessory buildings, garages and/or barn, whether attached or detached, may be constructed on any lot in the Subdivision. Notwithstanding the foregoing, if allowed under applicable provisions of the Town of Wayland Zoning By-Law, a so-called "in-law apartment" may be allowed within an attached portion of any home.

4. Except for temporary "for sale" signs, any exterior sign on any lot in the Subdivision shall be no more than two square feet, showing the name of the owner or occupant and the name or number of the lot. All signs shall be compatible with the environment, and under no circumstances shall projecting signs, neon or brightly-lit or self-lit signs be permitted on any lot.

5. No mobile home, trailer, recreational vehicle or similar temporary or moveable vehicle or structure shall be used for residential purposes on any lot; provided, however, that a trailer or shed may be placed on a lot during active periods of construction thereon, for a period not to exceed nine months; and provided further that mobile homes, trailers or similar recreational vehicles may be permitted to remain on a lot (but shall not be used for residential purposes) as long as such vehicles are kept in a closed garage or barn.

6. Except for work performed by the Declarant, and construction of all buildings and other structures on any lot shall be completed within one year from the date of commencement of building operation. Completion shall include, without limitation, exterior finishing, landscaping and driveway.

7. All single-family homes erected on any of the lots shall contain a minimum of 3,500 square feet, exclusive of garages, accessory buildings, barns and unfinished basement areas. The method of determining the area of a dwelling shall be to multiply horizontal dimensions at each floor level (excluding garages, barns, breezeways, decks, porches, patios and terraces). Except for grading work performed by the Declarant, grading of the lots shall not be altered in a such a way to divert the natural flow of water on to adjoining lots, or to flood or damage road or drainage system.

8. All house plans, including elevations and exterior detail, but not limited to these, must be approved by Declarant prior to the commencement of construction. A house plan shall be deemed approved only upon the recording at the Middlesex South District Registry of Deeds of a Certificate of Approval executed by the Declarant. Neither the Declarant nor its employees shall be liable for damages to anyone submitting any plans or request to them for approval or to any owner affected by these covenants arising out of or in connection with the approval or disapproval, negligence or nonfeasance. Every owner who submits any plans or requests to the Declarant for approval agrees by submission thereof and every owner agrees by acquiring title hereto that he/she or they will not bring any action or suit to recover any such damages.

9. No noxious, dangerous, unduly noisy, or offensive use or activity shall be carried out on any lot, nor shall any unlawful activity be carried out thereon.

10. No underground fuel storage tanks shall be allowed on any lot. Above-ground fuel storage tanks shall be screened from view, either with vegetation or other attractive screen or barrier, so as not to be visible from Sage Hill or from a neighboring lot within the Subdivision. No clothes shall be hung or placed outside, so as to be visible from Sage Hill or from any other lot within the Subdivision. No trash, waste, refuse, tools, garden equipment, or children's play things shall be allowed to accumulate outdoors, so as to give an unsightly appearance. No unregistered and/or inoperable motor vehicle of any type shall be maintained on any lot.

11. Notwithstanding the foregoing, in the event that strict conformity with the provisions of these restrictions would cause undue hardship or injustice to an individual homeowner, the Board of Trustees shall have the authority to approve (or disapprove, in their sole discretion) a request by that homeowner for a Variance from the terms hereof, provided that other lot owners are not materially and adversely affected thereby, and provided further that any such noncompliance by the homeowner in question does not violate the terms or provisions of any law, ordinance, by-law, permit or approval relating to the lot or the Subdivision.

12. No proposal that Sage Hill become a public way shall be presented to the Town of Wayland Planning Board unless the street has been constructed to fully comply with the Planning Board's Subdivision Regulations in effect at the time such proposal is made, subject to duly approved waivers as provided by law and said regulations. If the Town of Wayland accepts Sage Hill as a public way at any time, then the provisions of hereof applicable to ownership and maintenance of Sage Hill shall thereafter terminate.

13. With the exception of initial development and construction activities, the respective owner or owners of the lots shall not use or permit use of Sage Hill for any other purpose than ingress or egress from the lots by the residents of the lots and their guests and invitees, such use to be limited to pedestrian and private passenger vehicular traffic as is necessary from time to time in cases of emergency, delivery or customary and usual household services and equipment or in connection with the maintenance, repair or reconstruction of Sage Hill and services installed thereon and thereunder. No owner or owners of any lot shall park or cause to be parked any motor vehicle on Sage Hill in such a way as to impede or obstruct the passage of pedestrian or vehicular traffic on Sage Hill.

D. Miscellaneous Provisions

1. Maintenance of Drainage Facilities by the Board of Trustees. The Trust, acting by and through its Board of Trustees, shall maintain, repair, replace and administer any and all drainage facilities, structures and equipment located on or beneath Sage Hill and/or any "Drainage Easement" area depicted on the Subdivision Plan. Unless and until waived in writing by the Town of Wayland Planning Board, the ongoing maintenance obligations of the Trust in this regard shall include the following:

- (a) At least once each calendar year, the Trust shall engage a professional engineer to inspect all drainage system components, note any deficiencies, and provide a summary report to the Trustees. The summary report shall include any recommendations for maintenance and/or repairs. If necessary, the professional engineer shall perform a second site inspection in order to inspect any repairs that have been made. Such summary report shall be made available to the Town of Wayland Planning Board upon written request.

- (b) Sage Hill shall be vacuum-swept by the Trust annually in the late spring, after winter sanding activities have been completed. All material removed shall be disposed of in accordance with applicable governmental laws and regulations for the disposal of road debris, including the Massachusetts Department of Environmental Protection Stormwater Management Policy.

- (c) Catch basins shall be cleaned annually by the Trust, either in the late spring or during the summer, after Sage Hill has been vacuum-swept as provided above. During periods of construction, the Declarant shall monitor sumps and remove sediment as necessary. All sediment removed from the catch basin sumps will be disposed of in a manner

consistent with current Massachusetts Department of Environmental Protection Policies relative to stormwater-related sediments.

- (d) Any refuse, trash, excessive leaf material, branches, dead trees, grass clippings or other materials that may impair the performance of the infiltration area shall be promptly removed and disposed of in a lawful manner by the Trust.

2. Reasonable Regulations: Fines. The Board of Trustees is hereby given the power and authority to promulgate reasonable rules, regulations and restrictions, as necessary, in order to more fully carry out their functions and duties and to fulfill the overall purposes of this Declaration. Moreover, in the event that the terms and provisions of this Declaration or any such reasonable rules, regulations and restrictions are violated, the Trustees may levy a fine or series of fines against the lot owner, which fines shall be the personal obligation of the lot owner and a lien against the lot, until paid. Such lien may be enforced by the Trustees in the same manner as a fine levied by a condominium association pursuant to M.G.L. Chapter 183A.

3. Enforcement. Enforcement of the terms and provisions of this Declaration and any further rules, regulations and/or restrictions promulgated pursuant hereto may be at law or in equity, against any person or party violating or attempting to violate same, either to restrain the violation or to recover fines and/or damages. Such enforcement actions may be prosecuted by the Trustees or by any other party owning a lot subject to this Declaration. The failure of any party to enforce any such easement, covenant, restriction herein contained or adopted pursuant hereto shall in no event be deemed a waiver of the right to do so in any instance thereafter. In the event of a successful action to enforce the terms and provisions hereof or any rule, regulation or restriction adopted pursuant hereto, the party successfully seeking enforcement shall be entitled to recover his, her or its reasonable attorneys' fees and costs.

4. Severability. The invalidation of any provision of this Declaration by judgment or a court order shall in no way affect any other provision of this Declaration, which shall thereafter remain in full force and effect.

5. Amendment.

- (a) The Declarant expressly reserves the right to record Special Amendments to this Declaration in order to correct typographical errors, mistakes or omissions which do not materially and adversely affect any rights or obligations established hereby. Upon the sale of both lots in the Subdivision to third-party homeowners, this right to record Special Amendments shall be deemed transferred to the Board of Trustees.
- (b) In addition to such Special Amendments described above, Any portion of this Declaration may also be amended by written instrument executed by the Trustees, provided that the Trustees have first obtained the written consent of 100 percent of the lots subject to this Declaration, which such Amendment shall be thereafter recorded at the Registry; provided, however, that (i) as long as the Declarant owns any lots in the Subdivision, no proposed Amendment which adversely affects the rights of the Declarant shall be of any force or effect unless consented to in writing by the Declarant; (ii) no provision of this Declaration which requires the written consent or approval of the Town of Wayland Planning Board under certain circumstances may be amended to delete or otherwise affect such provision while requiring such

consent or approval, unless agreed to in writing by the Town of Wayland Planning Board; and (iii) no provision hereof which is intended to directly benefit any particular lot within the Subdivision may be amended so as to delete or diminish that benefit without the express written consent of the owner of the lot in question. Notwithstanding the foregoing, the Declarant reserves the right, at all times, to amend this Declaration to reflect the addition of other lots or land to the Subdivision.


6. Duration.

The provisions hereof shall be deemed to bind any and all owners, mortgagees and occupants of the Property or any portion thereof, and to run with the land. The provisions of this Declaration shall remain in effect for 30 years from the date of recording, and shall thereafter be extended for one or more extension terms of 20 years each by the recording at the Registry of Deeds of an instrument signed by then-owners of 100 percent or more of the lots affected by this Declaration.

IN WITNESS WHEREOF, the said Sage Hill LLC has caused this instrument to be signed, acknowledged and delivered in its name and behalf by Richard Olstein, a Manager and Michael J Staiti hereunto duly authorized, this 10th day of September 2010.

Sage Hill LLC

By:


Richard Olstein, hereunto duly authorized

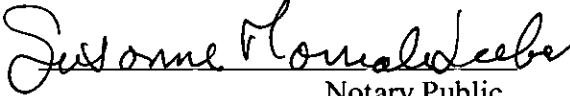
By:


Michael J Staiti, hereunto duly authorized

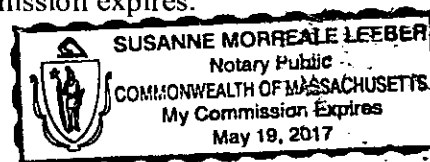
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 10th day of September 2010, before me, the undersigned notary public, personally appeared Richard Olstein, proved to me through satisfactory evidence of identification, which were MA LLC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as a partner of Sage Hill LLC.


Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 10th day of September 2010, before me, the undersigned notary public, personally appeared Michael J Staiti, proved to me through satisfactory evidence of identification, which were MA LIC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as a partner of Sage Hill LLC.

Susanne Morreale Leeb
Notary Public

My commission expires:

