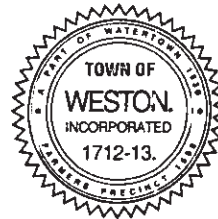


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TOWN OF WESTON



www.weston.org

Post Office Box 378
WESTON, MA 02493-0002

781-893-7320 ext. 303 FAX 781-891-3697

TOWN CLERK

plan #'s 260 + 261 of 2007

CERTIFICATE OF TOWN CLERK

I, M. Elizabeth Nolan, Town Clerk, Town of Weston, herewith certify that attached hereto is a true copy of the February 7, 2007 Certificate of Action, Site Plan Approval/Special Permit, for an Active Adult Residential Development, "Highland Meadows", filed with the Town Clerk, concerning the following property:

Name of Owner
Highland Real Estate Development LLC
deed ref 49008-373

Name and Location of Property
Highland Street and Boston Post Road

AND I FURTHER CERTIFY that more than twenty (20) days have elapsed since the filing of the said decision with me and no appeal thereto has been filed.

SUBSEQUENT OWNER:

WESTON HIGHLAND MEADOWS, LLC

M. Elizabeth Nolan
Town Clerk
Town of Weston

March 10, 2007

MEN

Goodwin Procter, LLP
Exchange Place
Boston, Massachusetts 02109

Attn.: Lawrence Kaplan



TOWN OF WESTON

P.O. BOX 378
WESTON, MA 02493

TEL: 781-893-7320 x321
FAX: 781-529-0112

PLANNING BOARD
Susan Haber, Town Planner

Weston Town Clerk
Town Hall
Weston, MA

February 7, 2007

Re: Certificate of Action, Special Permit with Site Plan Approval, Highland Meadows;
Applicant and Owner: Highland Real Estate Development LLC; Assessors Map 26, Lot No. 93
and Lot No. 88; Assessors Map 31, Lot No. 93.

I. Vote

On February 7, 2007, the Weston Planning Board voted 4:0 to approve a Special Permit with conditions and grant Site Plan Approval to Highland Meadows.

II. Background and Authority

Pursuant to Section V.K of the Weston Zoning By-law, the Active Adult Residential Development provision to the By-law (hereinafter referred to as the "AARD"), the Planning Board has granted Site Plan Approval and a Special Permit for a project referred to as "Highland Meadows", located on a 44.07 + _ acre parcel of land between Highland Street and the Boston Post Road.

III. Project Chronology and Public Process

A. Chronology

1. Initial Stages

In January, 2004, Highland Real Estate Development LLC ("HRED" or "Applicant") purchased the 44.07±-acre Charles J. Paine Trust property on Highland Street and Boston Post Road with the stated intention of developing an over-55 age-restricted condominium community. Over the next year, the Planning Board held numerous Public Hearings on the AARD allowing for Active Adult Residential Communities to be constructed under specific circumstances. The developer held numerous public informational meetings to develop the Concept Plan that would be required should the AARD by-law pass at Town Meeting.

2. Town Meeting, May 2005, Passage of the AARD By-law

On May 9, 2005, Weston Town Meeting adopted an amendment to the Zoning By-law permitting the AARD use in the Single Family Residential District (A), Single Family Residential District (B) and Business District (B), based on specific dimensional and design standards, Town Meeting approval of a Concept Plan, and subsequent issuance of a Special Permit with Site Plan Approval by the Planning Board.

3. Town Meeting, May 2005, Approval of the Concept Plan

At the same May Town Meeting, in a separate warrant article, Weston voters approved the Concept Plan for an over-55 condominium development to be known as Highland Meadows, in conformance with standards specified in the newly-adopted AARD by-law. The Concept Plan showed 69 units, mostly detached single family units and including seven on-site affordable units. The project would include a meeting house, tennis courts, waste-water treatment plant, private road system, and storm water management system and would be surrounded by a perimeter buffer.

4. Development Agreement

On May 9, 2005, prior to the Town Meeting vote, a Development Agreement was executed between the Board of Selectmen and HRED, to go into effect if Town Meeting approved the AARD and the Highland Meadows Concept Plan. The purpose of the Development Agreement was to ensure that HRED and its assigns and successors carry out its commitments to the Town.

5. Rules and Regulations for the AARD Special Permit with Site Plan Approval

The Planning Board devoted early fall 2005 and winter 2006 to development of Rules and Regulations for the AARD Special Permit. The Rules and Regulations dealt with submission requirements for the plans and documents and detailed the types of required plans and the methods for plan evaluation.

6. Special Permit Process

On May 3, 2006, Highland Real Estate Development LLC submitted a complete Special Permit application, together with plans and documents to the Planning Board and distributed them to various town agencies and departments for their comments. The initial public hearing was advertised on June 8, 2006, and June 15, 2006, in the Weston Town Crier and was opened on June 28, 2006. Because the Planning Board lacked a super majority, the hearing was immediately continued until September 27, 2006, and was noticed in the Weston Town Crier on August 24, 2006, August 31, 2006, and September 9, 2006. Two site walks were advertised for September 5, 2006, and September 12, 2006, at 8 am. A third site walk was added. Additional public hearings were continued to November 1, 2006, December 13, 2006, and January 31, 2007 with a close of the public hearing that night.

B. Major Issues at Public Hearings and Site Walks

1. Traffic

Residents of Chestnut and Highland Streets expressed concern about truck traffic during construction and increased car traffic once all Highland Meadows units are completed and occupied.

2. Perimeter Buffer

The Board focused on screening the development from adjacent neighborhoods including Sutton Place, Irving Road, and Dickson Meadows, and also screening views from Highland Street. The development will be surrounded on all sides by a perimeter buffer. Neighbors in Dickson Meadows were concerned about the adequacy of the buffer along the tennis courts. Planning Board members worked on language defining what could take place in the buffer, how many additional screening trees would be needed, and how the buffer area could be permanently protected. Questions were raised as to how to enforce regulations and preserve a naturalistic landscape style once the development is turned over to the condominium association.

3. Site Plan, Architecture, and Landscaping

The Board encouraged the development team to work with existing contours in siting roadways and houses. The Board was concerned about house design and requested revisions to architectural elevations on some more visible units. The Board worked with the developer to reduce the massing of double units facing Sutton Place and Irving Road. Another concern was the detailing of side and rear facades, particularly on units with walk-out basements. The Board was concerned that few mature trees would remain within the developed area and was able to save a number of trees originally slated for removal.

4. Storm Water Management

Neighbors on Sutton Place described existing problems with storm-water runoff and fears that runoff would increase. A neighbor from Highland Street was concerned that runoff might decrease and change the growing conditions on her property. The Board was concerned that recharge to groundwater from infiltration basins might create additional groundwater issues for residents of Sutton Place. Horsely & Witten and GeoHydroCycle, Inc., hydrologists hired by the Applicant, created a groundwater model indicating that changes in groundwater levels would not reach the perimeter of the site.

5. Affordable Housing

Efforts were made to reconcile the town's desire for family affordable units with the fact that the AARD is an over-55, age-restricted development. The solution reached involved creating family units on Boston Post Road at the edge of the development and age-restricted affordable units within the development proper. The Town Planner worked with members of the Weston Affordable Housing Foundation Inc. as they began planning the off-site affordable house, to be constructed at 45 Church Street.

6. Historic Preservation

The property includes a mid-19th century farmhouse at 734 Boston Post Road. The Planning Board worked with the Weston Historical Commission on a historically appropriate renovation plan.

7. Trail Location

The Board consulted with George Bates of the Weston Forest and Trail Association in locating the trail easement. One site walk was devoted to walking the proposed trail. A neighbor in Dickson Meadows expressed concern that the trail was too close to her property and it was relocated in that area.

8. Phasing

The Board was concerned about project phasing and about whether each distinct construction phase would be able to function on its own if further construction were to cease for a long period of time. The Board was concerned that the family affordable units, scheduled for construction in the final phase, might never be built were the development to have financial difficulties.

IV. Approved Plans and Documents List

The following materials listed below shall hereinafter be referred to collectively as “The Special Permit Application”:

A. Highland Meadows, Weston, Massachusetts, Owner Highland Real Estate Development L.L.C. P.O. Box 497 Weston, MA 02493 CBT childs.bertman.tseckares,inc. 110 canal street boston.Ma project number 05678.00 date issued February 7, 2007 (hereinafter referred to collectively as “Architectural Plans.”)

Sheet

A001 Style descriptions and table of contents
 A002 Locus plan
 A003 Specifications
 A003b Product data
 A004a Colonial style detail sheet
 A004b Colonial style detail sheet
 A005a Farmhouse style detail sheet
 A005b Farmhouse style detail sheet
 A006a Cape style detail sheet
 A006b Cape style detail sheet
 A007 Typical detail sheet
 A008 Area tabulations and color/material schedule
 A1-01 Elevations
 A1-02 Floor plans
 A1-03 Building sections
 A2-01 Elevations
 A2-02 Floor plans
 A2-03 Building sections
 A3-01 Elevations
 A3-02 Floor plans
 A3-03 Building sections
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B5-01 Elevations
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B6-01 Elevations
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C1-01 Elevations
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C2-01 Elevations
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M6-03 Building sections
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P-02 Floor plans
P-03 Building sections
BN-01 Elevations
BN-02 Floor plans
BN-03 Building sections
BN-04 Barn detail sheet
FH-01 Elevations
FH-02 Elevations
FH-03 Elevations
FH-04 Elevations
FH-05 Floor plans
FH-06 Floor plan/roof plan
FH-06A Basement plan
FH-07 Building sections
FH-08 Existing farmhouse detail sheet

MH-01 Elevations
 MH-02 Floor plans
 MH-03 Building sections
 MH-04 Meeting house detail sheet
 WW-01 Plans/elevations/section
 SS-01 Plans/elevations/section
 ST-01 Elevations
 ST-02 Plans/section

B. Highland Meadows at Weston, Massachusetts Special Permit and Site Plan Submission
 Active Adult Residential Development Town of Weston May 3, 2006, latest revision date:
 February 7, 2007 Applicant: Highland Real Estate Development LLC Preparers: Sasaki
 Associates, Inc. Watertown, MA Collaborative Lighting LLC Concord, MA CBT Boston, MA
 Cullinan Engineering Co., Inc. Lakeville, MA VHB Watertown MA Hawk Design Inc. Boston,
 MA GZA Norwood, MA: (hereinafter referred to collectively as "The Site Plans".)

EX-1 Existing Conditions Plan
 EX-2 Existing Conditions Plan
 C2-1 Layout and Materials Plan
 C2-2 Layout and Materials Plan
 C2-3 Coordinate Location Plans
 C2-4 Coordinate Location Plans
 C2-5 Coordinate Location List
 C3-1 Grading and Drainage Plan
 C3-2 Grading and Drainage Plan
 C4-1 Utility Plan
 C4-2 Utility Plan
 C5-1 Roadway Profile A-1
 C5-2 Roadway Profile A
 C5-3 Roadway Profile A
 C5-4 Roadway Profile B
 C5-5 Roadway Profile C
 C5-6 Sanitary Sewer Profile A-1
 C5-7 Sanitary Sewer Profile A-2
 C5-8 Sanitary Sewer Profile B
 C5-9 Sanitary Sewer Profiles C,D AND E
 C5-10 Sanitary Sewer Profiles F AND G
 C6-1 Erosion Control/Construction Phase A1
 C6-2 Erosion Control/Construction Phase A1
 C6-3 Erosion Control/Construction Phase A2
 C6-4 Erosion Control/Construction Phase A2
 C6-5 Erosion Control/Construction Phase B
 C6-6 Construction Phase B
 C6-7 Erosion Control/Construction Phase C
 C6-8 Erosion Control /Construction Phase C
 C6-9 Erosion Control/Construction Phase D
 C6-10 Erosion Control/Construction Phase D
 C611-C618, Phase A-D Utility Improvement Plans

- C7-1 Site Details
- C7-2 Site Details
- C7-3 Site Details
- C7-4 Site Details
- C7-5 Sewer Pump Station No.1
- C7-6 Sewer Pump Station No.2
- C7-7 Site Details
- C7-8 Site Details
- C8-01 Proposed retaining wall Details
- LO-1 Plant Legend and List
- L1-1 Planting Plan
- L1-2 Planting Plan
- L1-3 Planting Plan
- L1-4 Planting Plan
- L1-5 Planting Plan
- L1-6 Planting Plan
- L1-7 Planting Plan
- L1-8 Planting Plan
- L1-9 Planting Plan
- L1-10 Planting Plan
- L1-11 Planting Plan
- L1-12 Planting Plan
- L1-13 Planting Plan
- L2-1-L2-2 Planting Phasing Plan
- L4-1 Landscape details
- L4-2 Landscape Details
- L4-3 Landscape Details
- L5-1 Lighting Plan
- L5-2 Lighting Plan
- L-6.1 Sign Details and Location Plan

C. Buffer Planting Exhibit, Highland Meadows, Sasaki, June 21, 2006, latest revision 2/07/07, Scale 1"=50'

D. Highland Real Estate Development LLC Special Permit and Site Plan Approval Supplement, dated February 7, 2007 (hereinafter referred to as "The Supplement")

E. Outline Specification and Project Cut Sheet, February 7, 2007

F. Technical Specifications and Engineering Calculations, Prepared by Sasaki Associates, Inc., for Highland Meadow, dated May 3, 2006, updated to February 7, 2007

G. Master Deed, Declaration of Trust, Handbook for Unit Owners and Trustees, Highland Meadows Rules and Regulations (hereinafter referred to collectively as "The Governance Documents")

H.. Trail Easement and Plan

I. Conservation Restriction and Plan

J. Memorandum, dated October 6, 2006, From: Stephen W. Smith, GeoHydroCycle, Inc.,
Subject: Stormwater Impacts to Groundwater

J. Memorandum, dated August 23, 2006, From: Rich Claytor, Principal, Horsley Witten Group
and Evan Waters, Civil Engineer, HW, Subject: Highland Meadows Runoff Analysis

V. Findings

According to Section V.K. 5.a. and Section V.K. 5.b. (i)-(ix), inclusive, of the Zoning By-law, the Planning Board shall issue a Special Permit if it finds that:

A. *"The AARD presented in the application (Special Permit) is not substantially different from the Concept Plan Approved at Town Meeting....."* The Concept Plan, entitled: "Concept Plans, Active Adult Residential Development, Town of Weston, Applicant: Highland Real Estate Development LLC, Inc.", dated April 11, 2005, Preparers: Sasaki Associates, Inc., Watertown, MA, VHB, Watertown, MA; Kent Duckham Architects, Boston, MA, showed a condominium proposal containing 69 mostly detached single family units, with seven units on site designated as affordable. The existing historic house at No. 734 Boston Post Road would be rebuilt in a historically sensitive manner. The AARD Development will contain a meeting house with adjacent tennis courts, and will have its own waste water treatment plant, private road system and decentralized stormwater management system. The Concept Plan showed a double-barreled road off Highland Street, with other roads looping off the main road. The Concept Plan showed a large buffer around the entire perimeter of the property and walking trail easements that would connect to existing Weston Forest and Trail Association trails. There was a commitment to augment the plantings within the perimeter buffer for screening with up to 600 additional trees. The Planning Board has found that the Highland Meadows project submitted in the Special Permit Application is substantially the same as that presented in the Concept Plan approved by Town Meeting.

B. *"The Site Plan provides for no reduction in setbacks and no increase in number of dwelling units, and no substantial change in location of the units, gross floor area, height and amount of open space, as provided for in the approved Concept Plan. However, in the Special Permit, the Planning Board may require additional plantings beyond those shown on the Concept Plan."* The Planning Board has found that the number of units, 69 units, presented in the Special Permit Application, is identical to the number of units in the Approved Concept Plan. The Planning Board has found that there is no reduction in open space in the plans filed with the Special Permit Application (the "Special Permit Plan") and that the location of the units, gross floor area and height are substantially the same as that presented in the Approved Concept Plan. The Planning Board has required additional plantings to augment the no disturb buffer area in the project.

C. *"The Site Plan provides for no uses which are not permitted by the Approved Concept Plan."* The Planning Board has found that the uses presented in the Special Permit Plan, namely age

restricted residential use with an affordable on-site and off-site component and four (4) on-site family affordable units, is identical to the use provided for in the Approved Concept Plan.

D. *"The Applicant makes provision that any land shown as permanent open space is subject to a permanent conservation easement, according to MGL S.31 of Chapter 184, simultaneously with the issuance of a building permit for any dwelling units on the AARD tract."* The Special Permit plan shows a significant amount of land as "Undisturbed Area" around the perimeter of the parcel. This "Undisturbed Area" will be placed under a conservation easement, in the form of a Conservation Restriction that runs to the Weston Conservation Commission. The Planning Board, Conservation Commission and Town Counsel have reviewed and approved the proposed Conservation Restriction and accompanying Conservation Restriction Plan. Recordation of this Conservation Restriction simultaneous with the issuance of the first building permit for the project will be made a condition of this Special Permit. A separate Conservation Restriction will also be submitted to the Secretary of Environmental Affairs for the "Undisturbed Area".

E. *"Walking trails are established within the AARD parcel and connected to the Weston Forest and Trail Association, Inc. network and /or Town of Weston land. The trail shall be established by permanent easement and located in upland areas."* The Planning Board finds that Weston Forest and Trail Association, Inc. has approved the location of the walking trails in the field and approved the permanent Trail Easement and accompanying Plan. A condition of this Special Permit is that the Trail Easement and Plan will be recorded early in the project.

F. *"Buildings and surrounding grounds are located so that fire, police and other emergency personnel have reasonable access to all structures."* The Police and Fire Chiefs of the Town of Weston have reviewed the Special Permit Application, along with the Department of Public Works and Town Engineer, and they are satisfied with this plan. Hydrants will be installed throughout the project, the duplex homes will have fire suppression systems, and the roadway has been reconfigured from the Concept Plan, at the request of the Fire Chief, to provide better engine access.

G. *"All utilities, other lines and equipment, including but not limited to electric, telephone, cable TV, are located underground."* The Planning Board has found that all utilities serving the project will be underground, including telephone, cable, electric, and the pipes designated for water, waste water, and stormwater.

H. *"The site plan locates and screens refuse disposal area, utility buildings, storage areas and other support facilities to make them less visible from sites external and internal to the AARD parcel."* The Site Plan shows one small dumpster located in the waste-water treatment plant area, behind a fence. Homeowners trash will be picked up on a weekly basis. The Planning Board has found that screening is acceptable, as shown on the Site Plan.

I. *"The provisions of the AARD governance documents are satisfactory to the Planning Board and approved as to form by Town Counsel, including restrictions limiting permanent occupancy of the age restricted units to persons aged 55 or older. Such provisions may include provisions allowing limited, temporary occupancy by persons under the age of 55 such as guests or necessary health aides."* The Planning Board has found that the Governance Documents, specifically the Declaration of Trust and Master Deed, approved by Town Counsel for this AARD, have satisfactorily restricted the age of residents.

J. *"The Development is in harmony with the general purpose and intent of the Town of Weston By-law."* The Planning Board finds that the Special Permit Application for Highland Meadows is in harmony with the general purpose and intent of the Zoning By-law. The use proposed is consistent with the AARD provision in the by-law, in that it provides an alternate type of housing for an older population, encourages the development of affordable housing, reduces resident's demands on Town services, and has promoted flexibility in site design and screening from abutters.

K. The AARD provision to the Zoning By-law requires that application for a Special Permit to the Planning Board be made within 12 months of Town Meeting approval of the Concept Plan. The Planning Board finds that the application was submitted in a timely way, specifically, Town Meeting approved the Concept Plan on May 10, 2005 and the application for a Special Permit was submitted on May 3, 2006.

L. Development Agreement- On May 9, 2005, prior to the May 2005 Town Meeting vote, a Development Agreement was executed between the Board of Selectmen and HRED. This Development Agreement would go into effect if Town Meeting approved the two warrant articles, specifically, the AARD provision to the By-law and the Concept Plan. The purpose of the Development Agreement was to ensure that HRED and its assigns and successors, carry out its commitments to the Town. The Development Agreement stipulated, among other things, specific architectural guidelines for all dwelling units, a maximum amount of 600 new trees to be planted within the Perimeter Buffer, construction mitigation measures, maximum amount of wattage for exterior lighting fixtures, restacking of the stone wall and creation of a sidewalk along a portion of Highland Meadow's frontage on Highland Street, running northerly from the Chestnut Street entrance of the property to the boundary line of the property along the Highland Street side to the stone wall. The Development Agreement required an additional unit of affordable housing, located off site, if land becomes available to Weston Affordable Housing Foundation, Inc. ("WAHFI") or a cash contribution if WAHFI does not secure the land. The Development Agreement was recorded at the Middlesex South Registry of Deeds in Book No. 45565, Page 389. The Planning Board finds that the provisions of the Development Agreement that relate to the architecture of the condominium units, the planting of trees, provision of on-site and off-site affordable housing and construction of a stone wall and side walk on Highland Street, have been met in the Special Permit Application and accompanying plans and documents. The Development Agreement restricted all exterior lighting to a maximum of 44,000 rated watts for the Highland Meadows Development. The Planning Board finds that the Special Permit Plan restricts all exterior lighting, including building-mounted and street lighting, to under 44,000 rated watts.

M. Phasing Plan-The AARD provision to the by-law requires a Phasing Plan. The Planning Board finds that the Special Permit Plan includes a detailed Phasing Plan that currently indicates four major phases for the project and specifies all work to be done in those phases, including site work, roadway installation, installation of utilities, construction of condominium units and planting. The Phasing Plan governs traffic circulation on and off site.

VI. Conditions of Approval

Upon review of the “Architectural Plans”, “The Site Plans”, “The Supplement”, “The Governance Documents”, The Special Permit Application and all other supporting documents listed in Section IV above, hereby incorporated by reference and made a part hereof, and based on the Board’s review of all of the criteria for the granting of a Special Permit and Site Plan Approval, the Board hereby approves the above referenced “Special Permit Application” and **above referenced plans, documents and other materials**, finding that the “Special Permit Application” has complied with the applicable criteria in the Zoning By-Law and is in harmony with the general purpose and intent of such By-Law as required by MGL Chapter 40A, Section 9, and hereby approves the Applicant’s Special Permit Application and hereby grants Site Plan Approval, subject to the following conditions:

A. General

1. This Certificate of Action/Special Permit with Site Plan Approval with Conditions, “The Site Plans”, the “Buffer Planting Exhibit”, and “Draft Governance Documents” dated February 7, 2007, referenced above, shall be recorded at the Registry of Deeds, within 60 days from the end of the Appeal Period. Proof of recordation of all documents and Plans, including book, page and instrument number, shall be furnished to the Planning Board prior to issuance of a building permit.
2. The Applicant shall comply with Chapter 44, Section 53G MGL as amended by Chapter 593 of 199 and the Planning Board “Review Fee Document”, dated October 19, 2005, prior to application for a Building Permit. At that time, the Planning Board will determine whether there are sufficient funds in the Applicant’s account to cover consultant costs for the final review and inspection phase of the project. The Applicant shall deposit additional funds, if needed, as determined by the Planning Board, **prior to recordation of the Plans cited above and Certificate of Action at the Registry of Deeds**. Sufficient funds shall be maintained in this Review Fee account at all times in order for the Planning Board’s consultants to conduct any inspections or further review of the project, based on proposed changes.
3. There shall be a maximum of 69 units of housing at Highland Meadows. Seven of the units on site shall be affordable and available for purchase by persons of low income, as defined in 760 CMR 45.02. Three of the affordable units on site shall be age restricted, and four of the affordable units on site shall be reserved for families.
4. This “Certificate of Action, Special Permit with Site Plan Approval with Conditions”, for Highland Meadows is specific to the proposal presented to the Planning Board and documented on the above-referenced plans, reports, and attachments. Any deviation or change to the project, including but not limited to changes in the design and/or location of the dwelling units, accessory structures, roadways, waste-water treatment plant, storm-water management system, landscaping in the perimeter (augmentation), exterior lighting, etc., as shown on the approved Site Plans, all referenced above, will require the Applicant, while responsible for managing the entity known as Highland Meadows or the Board of Trustees of the condominium, if they are the entity managing the project, to appear before the Planning Board for approval, prior to the change being made. The Applicant and/or Trustees of the condominium development are advised that it is their sole responsibility to obtain any approvals due to project changes.

Any changes to the plans for the project that require the approval of the Planning Board shall be submitted to the Board for its determination as to whether they are deemed major or minor and shall be subject to a majority vote of the Board in that regard. If the Board determines that the changes are major, they shall be presented at a public hearing and four out of five members must vote to approve the changes. If the Board determines that the changes are minor, they shall be presented at a public meeting and a majority must vote to approve the changes. In no instance may the proposed change(s) be substantially different from the Concept Plan.

5. All phases of the project will be completed by December 31, 2012 unless prior to that date, the Applicant has filed an application for an extension or amendment to the Special Permit. The Planning Board reserves the right to review the Special Permit Application at the time that the extension/amendment is sought and impose additional conditions, which conditions will deal with impacts ascribable to the project, or as otherwise may be mutually agreeable.

B. “Undisturbed Area”

1. The Undisturbed Area shown on the Layout and Materials Plans (Plans C2-1 and C2-2), and the Grading and Drainage Plans (Plans C3-1 and C3-2), referenced above, will be subject to a Conservation Restriction that runs to the Town of Weston Conservation Commission. This “Undisturbed Area” is bounded by a “Proposed Limit of Clearing Line”. This “Proposed Limit of Clearing Line” runs with the land, and applies both during and after construction. The purpose of this line is to ensure that the land outside this line remains undisturbed. This area is to retain a natural look.

The following activities are prohibited in the “Undisturbed Area:

Tree cutting, uprooting, clearing or limbing.

Grading, alteration of terrain, excavating or blasting.

Construction of fences, placement of any structure or swing set.

Seeding, except as noted in Paragraph 2, below, however, the Applicant shall supplement with trees and plants shown on the Approved Planting Plan and Plant Legend and List Plan, referenced above.

Parking of construction vehicles, or storage of materials, including dumpsters, during construction.

Storage of debris or waste material

2. The meadow that is located along the southern quadrant of Highland Street is in the Undisturbed Area. A number of invasive plants are growing in this area. The Applicant is permitted to remove these plants as part of the initial construction in Phase “A”, with prior approval from the Planning Board’s agent. Prior to any work performed in the area designated as the Meadow on the approved Planting Plan, including clearing, cutting or removal of any vegetation, parking of vehicles, etc., the Applicant shall install fencing along the entire perimeter of the meadow. This fence and its location shall be inspected and approved by the Planning Board’s agent. The fence is to be maintained in good condition until the Planning Board’s agent authorizes its removal. Reseeding of the meadow with meadow mix is permitted. The meadow shall be mowed not less than once per year and not more than 3 times per year.

3. The “Intermediate Zone” surrounding portions of the Meadow includes land approximately 50 feet north into the existing woods, west to the sewage treatment facility clearing, and on the

south side from the edge of the Meadow to the clearing line at the entry road. Within the "Intermediate Zone" ("IZ") are a number of dead trees and a large amount of invasive vines which are killing the existing trees.

Within this "Intermediate Zone", no work, including clearing, cutting or removal of any vegetation, or any other alteration, is to be performed without the prior approval of the Planning Board or its agent. For any proposed work within the "IZ", the Applicant shall first erect a four foot construction fence to clearly designate the extent of the "IZ". The Applicant is to carefully describe what vegetation maintenance activities, such as the removal of dead wood and nuisance vines, etc., he is proposing to perform and the methods to be employed. All vegetation proposed for removal, cutting, etc., is to be identified in the field with removable surveyor's flagging. The Planning Board and/or agent will review, on site, with the Applicant and his contractor, all proposed alterations to the existing vegetation in the portion of the "IZ" under review and make a final determination of the extent of alterations permitted.

The activities that are permitted in the Undisturbed Area are listed in the Conservation Restriction.

C. Governance Documents

Highland Meadows is a condominium development and is subject to the following Governance Documents:

1. Declaration of Trust and Master Deed-The Declaration of Trust and Master Deed for Highland Meadows, substantially in the form of the current drafts, attached to this document as "Attachment A" for the Declaration of Trust and "Attachment B" for the Master Deed, which, after execution by the responsible parties and final review and approval by Town Counsel, shall be recorded at the Registry of Deeds by the Applicant. Proof of recordation including a certified copy of the documents with a stamped book and page number shall be provided to the Town Planner, prior to issuance of an occupancy permit for any dwelling unit in Phase "A" of Highland Meadows Development. Any changes to the current draft shall be first submitted to the Planning Board for its approval.

2. Conservation Easement/Conservation Restriction-A conservation easement in the form of a Conservation Restriction (the "First Conservation Restriction") and accompanying First Conservation Restriction Plan, approved by Town Counsel and the Planning Board, executed by the Applicant and other responsible parties, and attached to this document as "Attachment C" shall be recorded at the Registry of Deeds by the Applicant. This First Conservation Restriction will not be submitted to the Secretary of Environmental Affairs for approval. Proof of recordation including a certified copy of the document and plan with a stamped book, page and/or instrument number, shall be provided to the Planning Board and Conservation Commission, upon issuance of a building permit for any dwelling unit in Phase "A" of Highland Meadows development, as shown on the Construction Phasing Plans. The restrictions that apply to the area contained in the First Conservation Restriction shall be perpetual. Thereafter, a Conservation Restriction (the "Second Conservation Restriction") and accompanying Second Conservation Restriction Plan, identical in substance to the First Conservation Restriction and Plan shall be prepared and executed by the Applicant, approved by Town Counsel and the Planning Board and accepted by the Conservation Commission. If the Secretary of

Environmental Affairs approves and signs the Second Conservation Restriction, then within 14 days of its receipt of an original Second Conservation Restriction signed by the Secretary of Environmental Affairs or other responsible State official(s), the Applicant shall record the Second Conservation Restriction and Second Conservation Restriction Plan at the Registry of Deeds. Proof of recordation shall be given to the Town Planner and Conservation Commission, with a certified copy of the Second Conservation Restriction and Plan including book and page number and/or instrument number. Once the Second Conservation Restriction with the requisite signatures is recorded, the First Conservation Restriction shall automatically become null and void.

The Second Conservation Restriction shall be recorded by the Applicant prior to a final Certificate of Occupancy for Phase C. Notwithstanding the requirement to record the Second Conservation Restriction, this shall become void if the Secretary of EOEA or other applicable State Agency declines to execute the same.

The First Conservation Restriction Plan and Second Conservation Restriction Plan, if approved by the Secretary of Environmental Affairs, shall refer to sequentially numbered Conservation Restriction Boundary Markers, which shall be located in the field along the limit of clearing line. These markers shall provide a clear demarcation of the Conservation Restriction border. The markers shall be located according to the Conservation Restriction Plan Coordinates in the Supplement, referenced above. The boundary markers shall be installed in the field by the Applicant, prior to issuance of a Certificate of Occupancy for the first dwelling unit at Highland Meadows.

3. The Applicant shall distribute a copy of the Master Deed, Declaration of Trust, First Conservation Restriction, and/or Second Conservation Restriction (whichever is applicable at the time), Rules and Regulations, and Handbook for Unit Owners and Trustees to every buyer(s) of a condominium unit at the time of closing, if not already previously so distributed to a buyer.

D. Affordable Housing:-

1. The Applicant shall be responsible for providing seven units of affordable housing on the Highland Meadows parcel and one affordable house off site. Three of the seven affordable homes on site shall be age restricted and four of the affordable homes on site shall be built for families. The off site home shall not be age restricted and may be owned and administered by Weston Affordable Housing Foundation, Inc. (WAHFI). The Applicant shall ensure, through a deed restriction, that the seven affordable units remain affordable, in perpetuity.

2. The Applicant and its agent(s) shall be responsible for ensuring that the process involved in developing the seven affordable units complies with the Department of Housing and Community Development's ("DHCD's") criteria for inclusion on the Subsidized Housing Index ("SHI"), including but not limited to the lottery process, the lottery agent, development of all necessary Riders and Agreements, per State Regulations, and educational workshops on homeownership. The Town shall review potentially qualified homeowner's applications, compiled by the Applicant's Lottery Agent, subsequent to the Lottery process. The Town shall deliver the list of qualified homeowner's to DHCD for final approval. For initial sales, the Applicant shall provide funding for the Town to do the final application review.

3. The Town of Weston shall be appointed as the "Monitoring Agent" in the Monitoring Services Agreement. Subsequent re sale of the affordable units shall be subject to a Monitoring Fee as provided in the Monitoring Agreement.

4. The Town and Town Counsel shall review the Deed Rider and Agreements prior to filing with DHCD.

5. Local preference and Eligible Purchasers:

a. The amount of local preference units shall be 70% or 5.

b. Eligible Purchasers of the Family Units shall be households consisting of at least 3 people, with a maximum of 6 people, with at least one child under the age of 15. In addition, family units may only be purchased by "first time homebuyers", as defined by DHCD.

c. Selection of potential residents for the Affordable units shall conform to the definition of Local Preference, adopted by the Weston Board of Selectmen on January 23, 2007.

d. All eligible purchasers shall meet income eligibility requirements for affordable housing as defined by DHCD.

6. Timing of Construction- The Applicant shall complete construction of the four affordable family units on site in Phase A.

a. Construction of the four affordable units shall occur, according to the following schedule: Prior to application for the Certificate of Occupancy for the 6th market unit in Phase A: All site improvements for the family affordable structure, including rough grade and excavation, stormwater infiltration basin at Route 20 and all utilities located within the yard and drive areas. Prior to application for the Certificate of Occupancy for a 11th market unit in Phase A- Foundation, frame and exterior of buildings shall be weather tight including exterior trim, roofing, windows/doors, and siding for the family affordable structure and associated garages. Prior to application for the Certificate of Occupancy for the 14th market home in Phase A, all mechanical, insulation and drywall shall be completed in the family affordable structure. Prior to application for the Certificate of Occupancy for the 16th market unit in Phase A, all units in the four unit family affordable structure shall have Certificates of Occupancy and the landscaping in the front yard shall be complete.

b. Prior to completion of half of the market units in Phase B, the Applicant shall complete the lottery process for the family affordable units in Phase A, make the final selection of homeowners for Town review; and provide the documentation that is acceptable to DHCD or any other relevant agency for inclusion of the four units on the SHI.

c. The Applicant shall complete construction of the three age- restricted units on site in Phase B, complete the lottery process for the age restricted units, make the final selection of homeowners for Town review, and provide the documentation that is acceptable to DHCD or any other relevant Agency for the inclusion of the three age-restricted units in the SHI, prior to issuance of a Certificate of Occupancy for any unit in Phase C.

7. Off Site Affordable House at 45 Church Street-The Applicant shall construct a single family house, install the septic system and landscaping, at No. 45 Church Street, according to a Site Plan approved by the Planning Board, prior to issuance of a Certificate of Occupancy for any portion of the project.

E. Architectural Elevations

All buildings, including the dwelling units, meeting house, waste water treatment plant building, storage shed and stables shall be constructed per the "Architectural Plans" referenced above.

F. Exterior Lighting

Exterior Lighting including fixture, maximum wattage and locations shall be the same as in the approved "Architectural Plans", "The Supplement", and "The Site Plans", referenced above. The street lighting shall be installed at the end of each construction phase, prior to issuance of a Certificate of Occupancy for the last dwelling unit in that phase.

G. Landscaping

1. All proposed plantings shown on the approved Planting Plans, referenced above (LO-1-L4-3, inclusive), are to be installed and maintained.
2. The size and type of the plant materials is to be in accordance with the "Plant Schedule" shown on the approved Planting Plans, referenced above.
3. The only mulch that shall be permitted in Highland Meadows is natural dark mulch. The use of orange mulch is prohibited. The use of mulch in the Conservation Restriction Area is prohibited, except that leaf mulch is permitted in the "Undisturbed Area" around newly planted trees..
4. The Applicant shall install all buffer plantings along the sideline with No. 740 Boston Post Road, in the "Undisturbed Area", prior to issuance of the first Certificate of Occupancy for Phase A.
5. Once the plant materials (trees and shrubs) have arrived on site and prior to their installation, the Planning Board's agent shall be contacted to arrange an inspection and to approve the size, quantity and species of plant material prior to their installation in the ground.
6. Prior to installation of any of the trees or shrubs, the landscape architect is to stake the proposed locations of each tree and shrub in the Conservation Restriction Area, in general conformance with the approved Planting Plans, referenced above. The Planning Board's agent shall be contacted to arrange an inspection and approval of the staked locations prior to the trees and shrubs being planted.
7. For each Construction Phase, all the Perimeter Planting in the Conservation Restriction Area for that particular phase shall be installed and inspected and approval given by the Planning Board's agent, prior to issuance of a building permit for the first dwelling unit in that construction phase.
8. For each Construction Phase, all plantings shown on the approved planting plan that is not part of the perimeter planting in the Conservation Restriction Area, shall be installed and inspected,

with approval given by the Planning Board's agent, prior to issuance of the final occupancy permit for a dwelling unit in that particular phase.

H. Signage

Signage shall be limited to the street signs, main entrance signs and temporary sales center sign shown on Plan L-6.1, referenced above. The Planning Board and Fire Chief shall give final approval to street names in the Highland Meadows development. Illumination of signage is limited to the two signs at the north and south main entrances, per the approved plans.

I. Water Issues

1. Groundwater

Using the existing monitoring wells, groundwater shall be monitored by the Applicant until the construction of Highland Meadows is at 100% completion and all occupancy permits have been issued. Monitoring results shall be forwarded to the Town Planner and Planning Board engineering consultant annually for the months of March, April, May, June, September, and November. At the conclusion of each phase of construction, the developer will submit to the Planning Board, a groundwater monitoring analysis, prepared by a geotechnical engineer or other groundwater specialist, that compares the measured groundwater elevations with predevelopment groundwater elevations using the model created by GeoHydroCycle, Inc. and presented during the review process.

2. Stormwater

For all phases of construction, post-development peak rates of runoff from the disturbed areas of the site shall be lower than pre-development peak rates of runoff to all design points for the 2-, 10- and 100-year storm events. For all phases of construction, post-development runoff volumes from the areas of the site under construction shall be at least 10% less than pre-development runoff volumes to all design points for the 2-year storm event. Updated hydrologic calculations shall be provided for each phase of construction if requested by the Planning Board. Calculations shall be done in accordance with Technical Release 55, Urban Hydrology for Small Watersheds. Existing soil conditions shall be substantiated through on site geotechnical investigations. The basis for all hydrologic models will be the model submitted by Sasaki Associates titled "Stormwater Management Study", Highland Meadows, Weston, Massachusetts, March 2, 2005, as updated. As construction progresses, the hydrologic model shall be updated to reflect as-built conditions, including updated soil infiltration rates, actual basin sizing and pipe routing. For all stages of construction, 80% of the average annual post-development total suspended solids shall be removed. The methodology detailed in the MA DEP Best Management Practices handbook shall be used to calculate total suspended solids removal.

J. Local and State Permits

Prior to issuance of the first building permit for Phase "A", the Applicant shall have received approval from Massachusetts Highway Department for a curb cut permit for Route 20 and a groundwater discharge permit from the Department of Environmental Protection for the waste

water treatment plant. Copies of these permits shall be filed with the Town Planner and Building Inspector.

All State, Federal and local approvals and permits shall be obtained, with documentation provided to the Planning Board, prior to any work done on site, with the exception of construction fencing.

K. Trail Easement

The Applicant shall convey a perpetual Trail Easement to the Weston Forest and Trail Association, Inc. prior to the issuance of a Certificate of Occupancy for the first dwelling unit in the project. Final approval for the Trail Easement shall be given by Weston Forest and Trail Association, Inc. The final location of the trail in the field and on the trail easement plan shall be approved by a representative of the Weston Forest and Trail Association, Inc. and the Planning Board. The Applicant shall record a copy of the Trail Easement along with a copy of a site plan that identifies the easement on the Highland Meadows parcel, at the Registry of Deeds, with proof of recordation given to both the Planning Board and Weston Forest and Trail Association, Inc., prior to issuance of a Certificate of Occupancy for the first dwelling unit in the project (Attachment E).

The Applicant shall lay out the 10- foot- wide Trail Easement prior to the first Certificate of Occupancy for Phase A. The easement shall permit travel by foot, including walking and cross country skiing, bicycles, and horseback riding on the trails. Mopeds and other mechanized vehicles are not permitted. Weston Forest and Trail Association, Inc. shall maintain the trail.

L. Sidewalk and Stone wall

Prior to application for the first building permit in Phase B, in the Construction Phase program, referenced above, the Applicant shall construct the sidewalk along Highland Street running northerly from the Chestnut Street entrance of the property to the boundary line of the property along the Highland Street side to the stone wall, and re-stack the stone walls, per the approved plans.

M. Historical

The house located at 734-736 Boston Post Road shall be part of the Highland Meadows condominium development. The building is in the Boston Post Road National Register District and plans for its rehabilitation have been reviewed by the Weston Historical Commission and approved based on its preservation, stipulated in a letter dated April 18, 2006 from Mark Romanowicz, the Applicant's Agent, to Judith Markland, attached to this document as Appendix F.

N. Water

Water shall be installed per the approved Plans, referenced above. Per Weston Department of Public Works ("DPW") requirements, the water mains, gates, valves, hydrants and associated fittings shall be installed and initially owned by the Applicant, and thereafter by the Condominium Association. The inspections shall be done by an engineering firm that has been

pre approved by the Department of Public Works. All service, repairs and replacement of the water system will be performed by the Department of Public Works. A letter from Mark Romanowicz, the Applicant's Agent, to Robert Hoffman, DPW Director and Steve Fogg, Town Engineer, outlining ownership, responsibility, and installation, and dated January 17, 2007, is attached to this document and labeled Appendix G.

O. Construction

1. A copy of this Certificate of Action/Special Permit, shall be laminated and maintained in the construction office of Highland Meadows until the project is 100% completed and the final occupancy permit is issued. The Project Manager and Site Supervisor shall receive a copy of this Certificate of Action/Special Permit from the Applicant and keep a copy on site at all times. Copies of the approved Special Permit Plans and documents shall be maintained in the construction office until Highland Meadows project is 100% complete and the final occupancy permit is issued.

2. Pre construction- After completion of the Special Permit appeal period and recordation of the "Draft Governance Documents", "The Site Plans" and the Certificate of Action/Special Permit with conditions, at the Registry of Deeds, and prior to any work done on site, including but not limited to tree pruning, limbing, grubbing, grading, etc., a heavy duty construction fence shall be installed along the entire "Proposed Limit of Clearing Line", as shown on the approved Plans. This fence shall be inspected and approved by the Planning Board agent, prior to issuance of a building permit. This fencing shall remain in sound condition during each phase of construction. The fencing must remain until the Planning Board agent authorizes its removal. After the fencing has been installed on site and approved by the Planning Board agent, the Applicant shall construct the sedimentation basins along the Boston Post Road and the truck wash down facility. A preconstruction meeting shall be held on site with Nitsch Engineering, Inc., Matlock Associates, the Weston Department of Public Works, the Board of Health Director and the Police Department.

3. Phasing

(a.) The Town shall require that each phase shall be able to function as if it were the last or only phase. Therefore, each Construction Phase, as specified in the Construction Phasing Plan, shall be capable of operating on its own. All systems shall have been installed by the Applicant and operating according to the approved plans, referenced above, prior to application for the final Certificate of Occupancy for a dwelling unit in that particular phase. This includes, but is not limited to all utilities, the storm water management system, roadways (the asphalt base course and binder course), perimeter plantings, lighting and interior plantings installation (installation of interior perimeter plantings may be subject to winter conditions).

The Applicant has submitted and received approval for a Phasing Plan (sheets C6-11-through C6-18 and L2-1 and L2-2) which shows, for each phase, all the work that will be done in that phase, including utility installation (water, sewer, storm water installation), cistern installation, roadway construction, construction of dwelling units and/or other structures, perimeter planting, interior planting and documentation has been submitted to the Planning Board for each phase.

(b.) The Applicant and the Planning Board and its agents, and pertinent Town Departments, shall conduct a review session at the completion of 95% of the work for each particular Construction Phase. The purpose is to conduct an evaluation of construction and the efficiency of the installed operating systems, including but not limited to traffic routes during construction, per the approved phasing plans, storm water, sewerage and landscaping, during that particular period and to provide an opportunity to make any necessary changes, based on the evaluation.

(c.) For the wastewater treatment plant, two model homes and the Meetinghouse, to be constructed in Phase A, gravel base course will be allowed prior to application for a foundation permit. Thereafter, for all other construction phases, and for the remainder of Phase A, all utilities and binder course on the road shall be installed by the Applicant, prior to issuance of a foundation permit.

(d.) Prior to application for a Building Permit for any phase, the Applicant shall provide a Plan of the entire Highland Meadows development, based on information from the approved Plans to the Planning Board, Planning Board agent and Building Inspector that shows (in feet): 1.) The distance between each structure; 2.) The distance between the Conservation Restriction Area and the structure; 3.) The distance between the structure and center line of the road; 4.) the distance between the structure and the edge of the right of way line of the road; 5.) Setback of structure from the cluster circle; 6.) Elevations for the four corners of each structure.

4. Hours of Operation-Exterior construction and other outdoor work on site shall be limited to Monday through Friday, 7:30 AM-5 PM. Entrance to the site is prohibited prior to 7:00 AM. Construction trucks and/or contractor's vehicles are prohibited from queuing on local roads and Route 20 prior to 7:30 AM. There shall be no construction on Saturday, except that interior construction of a dwelling is allowed on Saturdays from 7:30 A.M. to 5:00 P.M., once the walls and roof of the dwelling are completed, windows and doors are installed and the dwelling is "buttoned up" so that noise from the interior construction cannot be heard off site. Construction on Sunday is prohibited.

5. Parking and Traffic Operations-Traffic operations and access to the site shall be implemented according to the approved "Site Plans", referenced above. Trucks larger than a Fed Ex truck shall be prohibited from entering the site from Highland Street and shall use the Route 20 access. Parking of construction vehicles or contractor's vehicles or trucks is forbidden on Highland Street, Chestnut Street, Boston Post Road (Route 20) and/or other local roads. Parking of construction trucks and contractor's vehicles shall be limited primarily to the staging and parking areas identified on the approved Special Permit Plans, referenced above. The Weston Police shall, at their discretion, require the Applicant to provide and pay for a police detail at Route 20 and the project site throughout construction. The Applicant shall be responsible for coordination of traffic with the Weston Police Department.

6. Control of Construction Activities-

(a.) Dust Control

The developer shall implement an active dust control program. The developer shall take all necessary measures to minimize dust from rising and blowing across the site and control all dust

created by construction operations and movement of construction vehicles, both on site and on paved ways. During the progress of the work, the developer shall maintain the areas of construction activity including sweeping and sprinkling of roadways as necessary; provide and use calcium chloride for effective dust control when necessary; and provide wheel wash, truck wash, stabilized construction entrances as needed. Adjacent streets shall be inspected daily and mechanically swept daily, at a minimum, and more frequently as conditions call for.

(b.) Noise Control

The developer shall develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum. Work will be executed by methods and use of equipment that will reduce excess noise. All air compressors will be equipped with silencers and power equipment with mufflers.

(c.) Erosion and Sedimentation Control

Erosion and sediment control shall be managed during the construction of the project so that no sediment that is the result of construction activities is transported off of the site to neighboring properties, including adjacent roadways. The developer at a minimum shall undertake the controls shown in the approved plans, and shall take additional measures as needed to keep the transport of sediment and erosion as a result of the construction from leaving the site.

Temporary Control for Erosion and Sedimentation shall include but is not be limited to the following:

- 1.) Contractor shall minimize site disturbance as much as possible during the duration of the project.
- 2.) All areas disturbed by construction that will not see any further disturbance or construction activity for at least a period of 21 calendar days will be stabilized no later than 14 days from the last construction activity in the area. Landscaped areas that are disturbed will be stabilized by seeding. Paved areas that are disturbed will be stabilized with crushed stone.
- 3.) All excavated soil will be stockpiled in the designated areas on site and stabilized if it will not be used within a period of 14 calendar days or more. It shall be stabilized with temporary seeding and mulching.
- 4.) Inlet protection will be placed in catch basins.
- 5.) Hay bales will be staked around catch basin inlets or silt sacks will be provided.

Permanent Controls for Erosion and Sedimentation shall include but are not limited to the following:

- 1.) When each phase is completed, all disturbed areas will be permanently stabilized.
- 2.) Permanent storm water controls will be constructed as part of the project as shown on the approved plans. During the course of the project all permanent and temporary storm water controls shall be maintained in good working order.

(d.) Waste Disposal:

Waste Material

1.) Construction waste will be collected in dumpsters and emptied at least once per week and more often as necessary. Dumpsters will be located on fairly level, stabilized ground. All waste will be removed from the site and legally disposed of.

2.) No waste disposal will occur onsite.

3.) All workers onsite will be informed of this policy by the Contractor.

4.) Notices stating these policies will be posted in the temporary work offices of the Contractor, and in the temporary work offices of all subcontractors.

Hazardous Waste

1. All hazardous materials used onsite will be disposed of in a manner specified by the manufacturer of the material and as required by local, state, and Federal regulation.
2. Each respective contractor and subcontractor will instruct site personnel using these materials in these practices.

Sanitary Waste

1. Adequate sanitary facilities will be provided for the workers' use. Additional facilities will be added as necessary.
2. Sanitary waste from the site will be collected at least once per week by means of a licensed sanitary waste management contractor.

(e.) Offsite Vehicle Tracking:

1. Town streets in the vicinity of the site shall be inspected and swept daily as required to prevent tracking of sediment.
2. A stabilized construction entrance will be provided at the vehicle entrances to reduce the tracking of sediments by site vehicles.
3. Haul vehicles will be required to cover their loads with a tarpaulin when leaving the site.
4. Wheel-wash and truck-wash facilities will be provided on-site.

7. Inspections

(a.) General

The developer shall prior to construction provide the Planning Board with electronic (AutoCAD) copies of the site design files, property line survey, traverse points and supporting calculations so that the final location of any roadway or structure can be independently verified by a surveyor employed by the Planning Board. All inspections shall be tied to the Construction Phase Plan.

(b.) Roadway

The roadway shall be constructed in general conformance with MassHighway standards for procedure, materials and testing. The developer shall coordinate the scheduling of the site

visits/observations of the Planning Board's consultant/representative with the planned construction activity. At a minimum the following observation schedule shall be followed:

- 1) After clearing and at rough grading, the developer shall have the roadway centerline staked at 50-foot intervals, prior to this observation. In addition, the surveyor's control and layout plan, including supporting calculations, shall be made available to the Planning Board if requested.
- 2) After the roadway is brought to subgrade, grade stakes, at 50 ft intervals, located on either side of the road shall be installed so that the subgrade elevation can be checked.
- 3) After the installation of the roadway base, grade stakes, at 50-foot intervals, located on either side of the road shall be installed so that the elevation can be checked. One in-situ compaction test and one gradation test shall be performed on every 100-foot long section of roadway.
- 4) One gradation test shall be supplied to the Planning Board agent at least 24 hours prior to the installation of roadway gravel in a particular phase. Gradation tests shall be provided for every 1500 cubic yards of material installation. The Planning Board and engineering agent shall be copied on the test results.
- 5) A final walk through with the Planning Board's consulting engineer shall be made two days prior to installation of binder course.
- 6) During the placement of binder, job-mix formula and placing of binder shall be in accordance with MassHighway Standard Specifications.
- 7) During the placement of top-course. Job-mix formula and placing of binder shall be in accordance with MassHighway Standard Specifications.

(c.) Stormwater

At a minimum the following observation procedure shall be followed for the construction of the storm drain system:

- 1) Prior to the start of any excavation, the location of the stormwater facilities including any infiltration areas, manholes, headwalls, outlets, or treatment units shall be staked in the field. At the request of the Planning Board or its representative a construction layout plan showing the field location vs. the proposed/approved location of the above-mentioned facilities shall be provided.
- 2) Prior to any backfilling or installation of any material, all excavations for all infiltration areas shall be observed by the Planning Board's representative.
- 3) After any infiltration area has been installed but prior to its burial.
- 4) The interiors of all manhole and catch basin structures prior to the placement of binder. The developer shall provide the labor needed to open all structures for the Planning Board's representative.

- 5) At the conclusion of any phase of construction, all of the stormwater piping installed in that phase (excluding catch-basin laterals) shall be cleaned and visually inspected. Copies of the accompanying report shall be provided to the Planning Board.

(d.) Sanitary Sewer

At a minimum, the following observation procedure shall be followed for the construction of the sanitary sewer system:

- 1) At the conclusion of any phase of construction, all of the gravity sanitary mains shall be cleaned and video taped. Copies of the video and accompanying report shall be provided to the Planning Board.
- 2) Gravity sewers shall be tested by an exfiltration test using air as specified in a document entitled, "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe", by UNI-BELL PVC Pipe Association dated July, 1998 (UNI-B-6-98). Copies of the test reports shall be supplied to the Planning Board
- 3) Pressure sewers (force mains) shall be hydro-tested to a pressure of 1.5 times the working pressure. Testing procedure shall be as specified in AWWA C600-99 and C900-97 (or latest revisions)-Standard Hydrostatic Test Method of (CIP/DIP and PVC) Sewer Force Mains. The required test time shall be one (1) hour, the required pressure shall be 1.5 times the working pressure of the pipe, and the allowable leakage shall not exceed "A" in the following formula:

$$A=DL(P^{0.5})/1333,200$$

Where: A=The allowable leakage in gallons

D=The Diameter of pipe in inches being tested

L=The Length of pipe in feet being tested

P=The Pressure in pounds per square inch utilized for the test

Copies of the test reports shall be supplied to the Planning Board.

- 4) During pump-station final testing.

An inspection schedule shall be set up with the local Board of Health and submitted to the Town Planner, prior to the issuance of a Building Permit for the Waste Water Treatment Facility.

(e.) Maintenance and Inspection Procedures

1. An Environmental Monitor, designated by the developer shall be hired as part of this project. On Monday of every week during the life of the project, the Environmental Monitor shall prepare a written status report of the project. The report shall include completed activities for the previous week and upcoming activities for the current week.

- The Environmental Monitor shall be on site as necessary to ensure proper implementation of the stormwater, erosion, and sediment control systems.
2. All erosion control measures will be inspected at a minimum of once a week. The person responsible for the Contractor's operations onsite and the Environmental Monitor shall conduct the said inspections.
 3. The Environmental Monitor will prepare an inspection report monthly, and copies of these reports will be filed in the Contractor's main offices and in the job site trailer.
 4. All measures will be inspected after rainfall events of more than one-half inch of precipitation.
 5. All measures will be maintained in good working order and repairs will be made to measures within 24 hours of being reported.
 6. Built up sediment will be removed from the silt fences when it has reached one third the height of the fence.
 7. Catch basin inlets will be maintained with silt sacks or filter fabric to minimize sediment transport through the drainage system.
 8. Silt fence and hay bale lines will be inspected to ensure these measures are intact. Hay bale lines will be securely staked in an unbroken line, and silt fences will be securely keyed into the ground and supported on stakes.
 9. Permanent seeding will be inspected for washout and health of cover. Washouts will be repaired within 24 hours of being reported. Bare spots will be re-seeded.

f. Red-line Drawings

During the construction of any particular phase, up-to-date red-line drawings shall be maintained by the developer. Red-line drawings shall be available for review by the Planning Board at its request.

g. Construction Schedule-The Applicant shall provide the Planning Board and Planning Board agents and Building Department with an updated construction schedule, on a monthly basis, until the project is 100% completed.

h. As-Built Requirements

The following information shall be provided by the Applicant to the Town Planner, Planning Board agent, and Building Inspector, based on a certified professional survey from a Registered Land Surveyor (RLS):

1.) For every structure, the foundation shall be surveyed, prior to the inspection of the foundation. The survey shall provide the elevation of the top of concrete (top of the pour) to the nearest 10th of a foot, and, in parenthesis, the approved elevation of the top of the foundation to the nearest 10th of a foot. This information shall be submitted and approved prior to the commencement of any framing. The following deviation from true shall not be exceeded:

.25 (3 inches) building location

0.1 out of square for walls

Code-mandated limits (e.g. ridge height and setbacks) absolute

2.) For each structure, the RLS shall survey the elevation and height above natural grade of the highest ridge line of the structure, and record in parenthesis, the elevation and height above natural grade of the highest ridge line of the structure on the approved plans and indicate the elevation and height differences of highest ridge line of the structure, if any.

3.) For each structure, the RLS shall survey the distance between each structure; the distance between the Conservation Restriction area and the structure (where applicable); the distance between the structure and the center line of the road; the distance between the structure and the edge of the right of way line of the road; setback of structure from cluster circle; and elevations for the four corners of each structure; and indicate in parenthesis the distances and setbacks from the approved plans and indicate the differences from the approved and surveyed, if any.

4.) The survey shall provide spot grades which are 6-inches below finish grade at the four corners of each building and the tennis court. Certification shall also include the grades or elevations as shown on the approved plans, in parenthesis, and indicate any discrepancies between the approved and the surveyed. This survey shall be submitted prior to installation of any of the interior plantings.

5.) On all retaining walls, the RLS shall provide spot elevations for the bottom of wall, grades on either side of the wall, and spot elevations at the top of the wall, at each end and at 50-foot intervals. Certification shall also provide the same information from the approved plans, in parenthesis, and any discrepancies between the two.

6.) At the end of any phase of construction, As-built drawings, prepared by a Registered Land Surveyor, showing all roadways, utilities, and structures shall be provided to the Planning Board. In addition, a plan showing the as-built information overlaying the plans approved by the Planning Board and dimensioning the as-built deviation from the approved plan for all structures, roadway centerlines, and edge of roadways, shall be provided. Electronic copies of the above information in the form of AutoCad files shall be provided to the Planning Board and the Planning Board's engineering agent.

By: Weston Planning Board

Date: Feb. 7, 2007

ALFRED ADULT, Chairman *bs*

ATTACHMENT A

Revised as of February 7, 2007

Prospective Unit Owners:

While the final version of this document is expected to be substantially similar to this version, this document is subject to change in order to (i) meet the requirements of applicable law or regulation or of any lender, public authority or title to any portion of the condominium, or (ii) due to marketing considerations or changes to the project

DECLARATION OF TRUST

HIGHLAND MEADOWS

DECLARATION OF TRUST made this ____ day of _____, 2007 at Weston, Middlesex County, Massachusetts, by Highland Real Estate Manager, Inc. (hereinafter called the Trustees, which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits). The address of the Trustees is as follows:

Highland Real Estate Manager, Inc.
197 First Avenue, Suite 350, Needham, Massachusetts 02494

ARTICLE I

Name of Trust

The Trust hereby created shall be known as Highland Meadows Condominium Trust (the "Trust"), and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II

The Trust Purposes

Section 2.1 - Unit Owners' Organization: All of the rights and powers with respect to the common areas and facilities of Highland Meadows, a condominium (the "Condominium") established by a Master Deed recorded herewith (the "Master Deed") which are by virtue of the Massachusetts General Laws, Chapter 183A ("Chapter 183A") conferred upon or exercised by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with rights 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 owners of record from time to time of the Units of the Condominium, (hereinafter referred to as the beneficial interest) set forth in Article IV hereof and in accordance with the provisions of

section 10 of Chapter 183A for the purposes therein set forth. The provisions of this Trust shall automatically become applicable to property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

Section 2.2 - Not a Partnership: It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III

The Trustees

Section 3.1 - Number of Trustees: Except for the initial Trustees, of which there is one, there shall be at all times three Trustees.

Section 3.1.1 - Term: The term of each Trustee shall be for three years which shall be staggered so that one Trustee is elected at each annual meeting and the term shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Notwithstanding anything to the contrary in this Trust, the Declarant of Highland Meadows (the "Declarant"), or its successor in interest in the Condominium, shall be entitled to designate all Trustees or any successor Trustee (in the case of any vacancy resulting from expiration of a term, resignation, removal or death of a Trustee designated by the Declarant) by an instrument executed by the Declarant and recorded with the Middlesex South District Registry of Deeds ("Registry of Deeds") stating the Trustee's name and business address, and that said Trustee is being so designated and containing the Trustee's acceptance of designation duly acknowledged. The initial Trustees and other Trustees designated by the Declarant shall resign no later than the earlier of the following to occur:

- a. One hundred twenty (120) days after all of the Units have been conveyed to Unit purchasers, including units in future phases; or
- b. Ten years after the Deed conveying the first Unit is recorded with the Registry of Deeds.

At such time as the Trustees designated by the Declarant resign, the Unit Owners shall be entitled to fill the vacancies, and in order to have staggered terms, at the first annual meeting in which the Unit Owners designate Trustees, one Trustee shall be designated for a one year term, one Trustee shall be designated for a two year term and one Trustee shall be designated for a three year term. In order to ensure the rights reserved to the Declarant in the Master

Deed and this Trust, until all the units in all phases are sold by the Declarant, or by its successor in interest, the Trustees shall not be entitled to take any action, which would interfere with said rights.

Section 3.1.2 – Vacancies; Appointment and Acceptance of Trustees: If and whenever any Trustee's term is to expire or for any other reason, including, without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist. Each vacancy may be filled at any time by an instrument or instruments in writing which sets forth (i) the appointment of a natural person to act as Trustee signed by the then remaining Trustees and (ii) the acceptance of such appointment signed and acknowledged by the person appointed. If the Unit Owners have not voted to make such appointment or appointments within thirty (30) days after the vacancy or vacancies first existed, then such vacancy or vacancies may also be filled by vote of the remaining Trustee(s) by an instrument or instruments in writing which sets forth (a) the Trustee(s) appointment of a natural person to act as Trustee, signed by a majority of the Trustees then in office (or by the sole Trustee if there be only one then in office) and (b) the acceptance of such appointment, signed and acknowledged by the person appointed. Any vacancy which shall continue for more than sixty (60) days may also be filled by appointment by any court of competent jurisdiction upon the application of one or more Unit Owner(s) or Trustees, and notice shall be given to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

Appointments of Trustees shall be effective upon recording with the Registry of Deeds the instrument of appointment and acceptance; and such person shall then become a Trustee and shall be vested with the title to the Trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

The foregoing provisions of this section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee(s) are empowered to continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.2 - Trustee Action: In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 5.9.1, is present. The Trustees may act without a meeting in any case by unanimous written consent (given before or after taking any action) and in any cases requiring, in their sole judgment, response to an emergency by majority written consent (given before or after taking any action).

Section 3.3 – Resignation; Removal: Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Trustees, except the initial Trustees and those Trustees designated by the Declarant or its successors in interest, may be removed with or without cause by vote of Unit Owners entitled to at least fifty-one (51%)

percent of beneficial interest hereunder. The initial Trustees and those designated by the Declarant or its successors in interest may not be removed by the Unit Owners. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.1.2. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by three (3) Unit Owners who certify under oath that Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder have voted such removal.

Section 3.4 - Fidelity Bond: The Condominium Association shall obtain adequate fidelity insurance and/or fidelity bonds naming the Trust as the insured at least in the minimum amounts required by the Federal Home Loan Mortgage Corporation (FHLMC) and The Federal National Mortgage Association (FNMA), whichever is higher, for all officers, employees and volunteers of the Condominium handling or responsible for Condominium funds. The premium on such bonds and/or insurance shall constitute a common expense.

Section 3.5 - Compensation of Trustees: With the approval of a majority of the Trustees, each Trustee may receive such reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the Trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted for the initial Trustees and the Trustees appointed by the Declarant or its successors in interest.

Section 3.6 - No Personal Liability: No Trustee 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, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law, or by reason of the existence of any personal or adverse interest, or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.7 - Trustees May Deal with Condominium: No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in any respect of this Trust in which any Trustee shall be interested in any way be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest in writing to the other Trustees before entering into the dealing, contract or arrangement.

Section 3.8 - Indemnity of Trustees: The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution of their duties hereof, including, without limiting the generality of the foregoing, liabilities

in contract and in tort and liabilities for damages, penalties and fines; and, acting by majority, the Trustees may purchase such insurance against liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Trust.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 - Beneficial Interest: The beneficiaries of this Trust shall be the Unit Owners of Highland Meadows for the time being. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of the undivided beneficial interest appertaining to the Units of the Condominium as set forth in the Master Deed, as the same may be amended from time to time.

Section 4.2 - Each Unit to Vote by One Person: The beneficial interest of each Unit of the Condominium shall be held and exercised as a single unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one (1) person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. In the event that a Unit Owner fails to give such notice, the first name in the grantee clause of the Unit Deed shall be deemed to be the one entitled to vote. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one owner for such purposes.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby:

Section 5.1 - Powers of the Trustees: The Trustees shall have all the powers and authority for the administration of the affairs of the Condominium and may do all things necessary in connection therewith, subject to and in accordance with all applicable provisions of Chapter 183A and the Master Deed, and without limiting the generality of the foregoing, may, with full power and uncontrolled discretion, at any time and from time to time, and without the necessity of applying to any court or to the Unit Owners for leave so to do:

(i) Retain the Trust property, or any part or part thereof, in the 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) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole or substantially all 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 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 execute and deliver any deed or other instruments in connection with the foregoing, and also the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium;

(iii) Purchase or otherwise acquire title, and 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 own, manage, use and hold such property and such rights;

(iv) 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 execute evidence of indebtedness, which may mature at a time or times even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(v) In accordance with the provision of Chapter 183A, Section 5, 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, licenses 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) Invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investments in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as they 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 may or may not produce income;

(vii) Incur such liabilities, obligations and expenses and 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 this Trust;

(viii) Determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;

(ix) Vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose 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;

(x) Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

(xi) Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;

(xii) Maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;

(xiii) Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, 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 define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts or defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, 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 Trust, and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer and a Secretary, and may from time to time designate one or more of their own number to be the Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

(xiv) Enforce the obligations of any contractor or subcontractor under any construction contract or any warranty to correct or complete defective, nonconforming or incomplete work, it being understood that individual Unit Owners shall only be permitted to assert claims for defective or nonconforming design or workmanship related to the initial design and construction of the Condominium or any portion thereof through the Trustees of the Condominium Association or the Condominium managing agent hired by the Board of Trustees.

(xx) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and do any and all acts, including the execution of any instruments, which shall be in their judgment for the best interests of the Unit Owners.

Section 5.2 - Maintenance and Repair of Units: The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair, and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; interior window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage,

electric power and light, telephone and any other utility services which are contained in and exclusively serve such Unit. Each Unit Owner shall also be responsible for the cleaning and shoveling of the deck and/or patio which they have the exclusive right to use. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

Section 5.3.1 - Maintenance, Repair and Replacement of Common Areas and Facilities; Assessment of Common Expenses Therefor: The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss), which may be done through the managing agent, as hereinafter provided and any two Trustees (one if there then be only one in office), or the managing agent or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4. Work done on the water mains and appurtenances must be performed by the Town of Weston's Department of Public Works. The use or maintenance of the common areas and facilities, including the sewer treatment plant and other sewerage disposal systems, in a manner contrary or inconsistent with any applicable statute or any rule or regulation, including those of the Department of Environmental Protection, is hereby prohibited. Unit Owners shall be responsible for insuring that the Trustees of the Trust comply with all applicable statute regulations or permit conditions relating to the sewer treatment plant and the stormwater system maintenance requirements set forth in Exhibit A.

Section 5.3.2 – In accordance with the provisions of MGL Chapter 183A Section 5, the Trustees may authorize that exclusive use of one or more common areas be assigned to one or more Unit Owners for such time and on such conditions as the Trustees may determine, which conditions may, without limitation, include a requirement that the Unit Owners so benefitted pay, as additional common expenses, such costs of said common areas as the Trustees from time to time may determine. The failure of the Trustees granting said exclusive use to require such Unit Owners to pay such costs shall not preclude those Trustees, or any successor Trustees, from imposing reasonable additional common charges for the exclusive use of said common areas at a later time.

Section 5.3.3 – No changes to the exterior colors of any Units or common elements can be made without the express written permission of the Planning Board.

Section 5.4 - Common Expense Funds:

Section 5.4.1 - Reserve Funds: The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations, if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall set aside common funds for reserve or contingent liabilities funds, for reduction of indebtedness or subject to the provisions of Section 5.5 and Chapter 183A, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. Working capital shall be at all times maintained in a segregated account for that purpose and shall not be considered as advance payments of regular assessments.

Section 5.4.2 - Estimates of Common Expenses and Assessments: At least thirty (30) days prior to the commencement of each fiscal year of Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessments to be made for the next fiscal year.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for the common benefit of the Unit Owners. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the Condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine, and they may charge any penalties for late payment imposed by the municipal authorities to the Unit(s) responsible therefor.

The common expenses of the Condominium shall include all expenses and charges relating to the operation, maintenance, repair, replacement and financing of the sewer treatment plant, as well as any fines and penalties assessed against the Trust by public agencies for violations of applicable statutes and regulations related to the common areas and facilities, including the sewer treatment plant. The payment of all such charges, expenses, fines and penalties shall be made as part of the monthly Condominium fee.

In accordance with the Groundwater Discharge Permit, No. W056138 (814-0) issued by the Department of Environmental Protection, the Declarant has established an escrow account for the immediate repair and/or replacement of the waste water treatment and disposal facility. In addition, the Trustees shall be responsible for collecting from the Unit Owners on an annual basis, the sum of \$7,500.00, in the aggregate, which shall be included in the Condominium budget and shall be paid into a separate escrow account which has been established as a Capital Reserve Account as required by said permit. At the

present time the escrow agent for both accounts is Goodwin Procter, LLP, Exchange Place, 53 State Street, Boston, MA 02109 ATTN: R. Jeffrey Lyman, Esquire.

The storm water management system for the Condominium has been designed to take advantage of the Low Impacted Development (LID) technique and requires maintenance on a continuous basis similar to conventional storm water systems. The Trust shall implement the list of actions set forth in Exhibit A for the continuous maintenance of the storm management system.

The common expenses assessed to the Unit Owners by the Trustees shall be adequate to generate revenues sufficient to fund the proper operation and maintenance of the sewer treatment plant and to generate a capital replacement fund. In addition, the Trustees, on behalf of the Unit Owners, shall establish and maintain an escrow account with sufficient funds to provide for the emergency replacement of the sewer treatment plant. The Trustees shall also establish a maintenance schedule for the sewer treatment plant, a copy of which shall be provided to the Weston Planning Board.

The Trustees shall promptly render statements to the Unit Owners for their respective share or assessments, according to their beneficial interest in the common areas and facilities, and such assessment shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid. The Trustees may in their discretion provide for payments of assessments in monthly or other installments. The amount of each such assessment shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge of 18% per annum and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

Section 5.4.3 - Trustees Authorize Tax Abatement Application: Unit Owners may file an application for abatement for real estate taxes without the written approval of the Trustees.

Section 5.4.4 - Application of Common Funds: The Trustees shall expend common funds only for the purposes permitted by this Trust and Chapter 183A.

Section 5.4.5 - Notice of Default to Mortgagees: Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed, this Declaration of Trust or any other Condominium document.

Section 5.4.6 - The Trustees and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Master Deed, Trust, other Condominium documents, or decisions made by the Trustees of the Trust. Unit Owners shall also have similar rights of action against the Trust.

Section 5.4.7 - The first buyer of a Unit shall contribute 2 months of Condominium fees to the Condominium Association for the establishment of the Condominium reserve. The first buyer shall also contribute its proportionate share due for the on-site sewage treatment plant reserves.

Section 5.5 - Rebuilding and Restoration, Improvements:

Section 5.5.1 - Determination of Scope of Casualty Loss: In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of Section 17.

Section 5.5.2 - Submission of Proposed Improvements to Unit Owners: If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in the Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five (75%) percent or more of the beneficial interest or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that, if more than fifty (50%) percent, but less than seventy-five (75%) percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 5.5.3 - Arbitration of Disputed Trustee Action: Notwithstanding the provisions in Section 5.5.1 and 5.5.2: (a) In the event that any Unit Owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustees with respect to the value of the Condominium of any other determination or action of the Trustees under Section 5.5 hereof, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration, other than an improvement, shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount at least equal to the Trustees' estimate of all costs thereof.

Section 5.6 - Administrative Rules and Regulations: The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing the operation and use of the common areas and facilities and such restrictions and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the Master Deed and as are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

Section 5.7 - Managing Agent: The Trustees may, in their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine. Any agreement for professional management of the Condominium property or any other contract providing for services of the developer, sponsor or builder may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee. upon no more than ninety (90) days' prior written notice.

Section 5.8 - Insurance:

Section 5.8.1 - Basic Insurance: The Trustees shall obtain and maintain master policies of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all Unit Owners, and their mortgagees as their interests may appear:

(A) Casualty or physical damage insurance to the buildings and all other insurable improvements forming part of the Condominium (including all of the Units but not including furniture, furnishings and other personal property of the Unit Owners therein) now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provisions of central services or for common use, in an amount not less

than one hundred (100%) percent of their full replacement value (exclusive of foundations) against (1) loss or damage by fire and other hazards covered by the standard fire and extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage, and plate glass damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to each of the insureds, including each Unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment, of premiums without thirty (30) days' prior written notice to each of the insureds, including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon written request at least ten (10) days prior to the expiration of the then current policies.

(B) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees covering the common elements, naming the Trust, the Trustees, the Unit Owners, and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$3,000,000.00 for claims for bodily injury or property damage arising out of one occurrence, a limit of \$50,000.00 for each occurrence of water damage, and legal liability endorsement to cover liability of any insured to other insureds.

(C) Workmen's compensation and employer's liability insurance covering any employees of the Trust .

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine. The Trustees shall obtain any additional insurance which shall be necessary to comply with the requirements of both the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).

Section 5.8.2 - Payment to Trustees in Case of Loss: Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under the Trust. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the common areas and facilities and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of repair or restoration; but if pursuant to Section 5.5, restoration or repair is not made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed, and, in the event of a partial

destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 - Other Provisions: In addition to the coverages and provisions set forth in Section 5.8.1, the Trustees shall see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who resides with a Unit Owner, except in cases of arson and fraud; (2) shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have "no control"; (3) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or the mortgagees; (4) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Trustees may include a deductible provision, up to \$5,000.00, in their own discretion and in such greater amounts as the owners of all Units may authorize in writing, in any of such insurance policies; (5) shall have an agreed amount endorsement or its equivalent, and the Trustees shall cause to be reappraised, at least annually, the value of buildings and all other insurable improvements forming part of the Condominium, and if necessary shall increase the amount of coverage on the Master Policy; and (6) shall have an Inflation Guard Endorsement.

Section 5.8.4 - Owner's Insurance and Responsibility for Increase in Premiums of Master Policy: Each Unit Owner shall obtain additional insurance for his or her own benefit at his or her own expense covering personal property liability insurance and any of the Unit Owners property not covered under the Master Policy. The Unit Owner's policy shall include an "all risk endorsement" and loss assessment coverage to cover a Unit Owner's share of any deductible or inadequacy of coverage in the Master Policy. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1 above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.5 - Improvements by Unit Owners:

(A) No Unit Owner shall make any addition, alteration or improvement in or to his Unit which may affect the structural or mechanical systems of the Condominium, without the prior written consent thereto of the Trustees, which consent shall not be unreasonably withheld but may contain such conditions as the Trustees deem appropriate, including, without limitation, restrictions in the manner of performing such work and requirements for builder's risk and liability insurance.

(B) All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and

when required thereby, by licensed contractors, and in such manner as not unduly to inconvenience or disturb the occupants of the Condominium.

(C) Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of one Thousand (\$1,000.00) Dollars, at least twenty (20) days prior to the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements.

(D) The provisions of this Section 5.8.5 shall not apply to Units owned by the Declarant or its successors in interest prior to the initial sale thereof.

Section 5.8.6 - Insurance a Common Expense: The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.9 - Meetings:

Section 5.9.1 – Meetings of Trustees: The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meetings may elect a Chairman, Treasurer and Secretary. Other meetings may be called by any Trustee and in such 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 three days before such meeting to each Trustee. A majority of the Trustees then in office shall conduct such meetings in accordance with such rules as the Trustee may adopt.

Section 5.9.2 - Meetings of Unit Owners: There shall be an annual meeting of the Unit Owners on the second Wednesday of June (which date may be changed in any year upon the vote of Unit Owners holding a majority vote of beneficial interest in the Trust) in each year at 8:00 p.m. at such reasonable place as may be designated by the Trustees, by written notice given by the Trustees to the Unit Owners at least seven days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three (33%) percent of the beneficial interest of the Trust. Written notice of any special meeting, designating the place, day and hour hereof, shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated.

Section 5.9.3 - Notice of Certain Matters; Quorum; Majority Vote: Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit owners is required by law or the Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest of the Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of fifty-one (51%) percent of the beneficial interest in the Trust except where other provisions of the Trust or Chapter 183A require a larger percentage.

Section 5.10 - Notices to Unit Owners: Every notice to any Unit Owner required under the provisions of this Trust, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created

hereby, or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees if other than at his Unit in the Condominium, or by mailing or delivering it to such Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event as to which such notice is given. The Owner or Owners of each Unit shall have the responsibility of providing the Trustees with any address other than the Unit to which he, she, or they desire notice to be mailed. A Unit Owner may elect to receive notice by electronic mail or facsimile or by some other technologically reliable means of communication which provides written evidence that notice was sent by notifying the Trustees in writing.

Section 5.11 - Inspection of Books; Reports to Unit Owners: Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and the first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be, certified, as the Trustees shall determine, or if requested by any first mortgagee, shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered mail within a period of one month of the date of his or her receipt of the report, shall be deemed to have assented, thereto.

Section 5.12 - Checks, Notes, Drafts and other Instruments: Checks, notes, drafts and other instruments for the payment of money, drawn or endorsed in the names of the Trustees or of the Trust, may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 5.13 - Fiscal Year: 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.

Section 5.14 - Pets: The keeping of orderly domestic pets (which includes only dogs, cats or caged birds) and aquarium fish is permitted. Pets of vicious or aggressive disposition deemed by the Trustees or the Managing Agent to be potentially harmful to the health and safety of others are prohibited; provided, however, that (i) any orderly domestic pets (other than those contained at all times in aquariums or cages which shall be limited to a reasonable number) shall not exceed two (2) per Unit without the written approval of the Trustees; (ii) such orderly domestic pets or fish are not kept or maintained for commercial purposes or for breeding; and (iii) any such orderly domestic pets or fish causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium upon ten (10) days written notice from the Trustees. Notwithstanding the foregoing, orderly domestic pets shall be

permitted if necessary for persons with disabilities, upon written proof from a licensed physician. Any Unit Owner or occupant who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Trust, the Managing Agent, other Unit Owners, other occupants and the Declarant free and harmless from any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried on a leash. Leashes may not exceed a length which will permit close control of the pet. Owners of pets must immediately and adequately clean up their pet's droppings in all areas of the Condominium including, without limitation, the sidewalks, exterior landscapes and all other areas. The Trust may establish such other rules and regulations concerning pets as it deems necessary or appropriate. Any Unit Owner or occupant keeping a pet or animal in violation of these provisions, or which causes any damage to or requires cleanup of any Unit or the Common Elements, or which is offensive or creates any nuisance, danger or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or nuisance. Such Unit Owner or occupant shall be required permanently to remove such pet or animal from the Condominium upon five (5) days' written notice from the Trustees.

Livestock, poisonous reptiles, amphibians or fish, snakes, birds of prey, insects, arachnids, and rodents except for hamsters, guinea pigs or gerbils are strictly prohibited.

ARTICLE VI

Section 6.1 - Reliance on Identity of Trustees: No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, other than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or of any one or more of them for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no persons from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 - Personal Liability Excluded: No recourse shall at any time be held 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 proceedings 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 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 Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.8 of this Trust or under the provisions of Chapter 183 A and under the provision of Section 5.42 of the Trust with respect to payment of all charges relating to the sewer treatment plant.

Section 6.3 - All Obligations Subject to this Trust: Every 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, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this Trust.

Section 6.4 - Further Matters of Reliance: This Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Registry of Deeds and such recording 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 or any Unit Owner shall be held to have notice of any alteration or amendment of this Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two Trustees in office at the time (or by the sole Trustee if there is only one at the time) setting forth as facts any matters affecting the Trust, including statements as to who are the Unit Owners, what action has been taken by the Unit Owners, or matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority or all 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 Trustee 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, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 - Common Expenses in Event of Unit Mortgage Foreclosure: Except as specifically set forth in Chapter 183A establishing a limited priority for condominium fees and expenses and the cost of collection, including reasonable attorneys' fees, any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, whether by foreclosure of such mortgage or deed in lieu of foreclosure sale or otherwise, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee or said purchaser comes into possession of such Unit.

Section 6.6 - Common Expense Certificates: Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by the Trustees then in office (or one if there be only one in office).

ARTICLE VII

Amendments and Termination

Section 7.1 - Amendments: The Trustees, with the consent in writing of Unit Owners entitled to sixty-seven (67%) percent of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Trust in any manner or to any extent (except those provisions granting special rights to the Declarant or its successor, including, without limitation, Section 3.1, 3.3 and 5.8.5), the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities: provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, or which would render the Trust inconsistent with any requirements of the special permit/site plan approval decision of the Weston Planning Board dated _____, 2007 (the "Special Permit") shall be valid or effective. Any valid amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recordation with the Registry of Deeds of an instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by at least two Trustees (or by one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this

paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Trust upon obtaining the necessary consent as hereinabove provided.

Section 7.2 - Special Amendment: Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the Condominium the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Trust at any time and from time to time which amends this Trust (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring the Master Deed and this Trust into compliance with Chapter 183A, to meet the requirements of applicable laws and governmental regulations; or (iv) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Trust or any exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees at such time as neither the Declarant, nor any assignee of the Declarant's rights hereunder, shall hold or control title to any Unit.

Section 7.3 – Planning Board Approval: Notwithstanding anything to the contrary contained in this Trust, no amendment to this Trust, the Condominium Rules and Regulations or the Master Deed shall be effective unless and until:

- (1) The Trustees have sent a notice to the Planning Board of the Town of Weston (the "Board") of the intention to amend this Trust, the Condominium Rules and Regulations and/or the Master Deed, together with a complete, legible copy of the proposed amendments; and

The Board or the Planning Director has either responded to the Trustees that the Board elects not to review the amendment(s) or that it consents to the amendment(s). Provided, however, if the Board or Planning Director has not responded to the Trustees within thirty (30) days from its receipt of the amendment(s), it shall be deemed that the Board has elected to review such amendments;

- (2) If during such thirty (30) day period, the Board or the Planning Director responds that it will consent to the amendment(s) if certain changes are made, the Trustees shall resubmit such amendment(s) with the requested changes, and the Board or the Planning Director shall, within

fifteen (15) days of its receipt of the amendment(s) with the requested changes, send a written consent to the amendments, as so changed, to the Trustees;

- (3) If during such thirty (30) day period, the Board or Planning Director requests a meeting with the Trustees regarding the amendment(s), the Board or Planning Director shall set a meeting date which is not later than forty-five (45) days after its receipt of the amendment(s). If as a result of that or subsequent meetings, the amendment(s) (as the same may have been revised pursuant to the meetings) are approved by the Board, it or the Planning Director shall provide written notice to the Trustees of the Board's consent;
- (4) When recording any amendment to the Trust, Master Deed or Rules and Regulations (if recorded), the Trustees shall attach a copy of any written consent thereto issued by the Board or Planning Director on behalf of the Board, together with a certificate under oath by at least one Trustee that the recorded amendment(s) are the ones consented to by the Board. In the event that the Board or Planning Director notified the Trustees within thirty (30) days of their receipt that the Board elected not to review the amendment(s), at least one Trustee shall certify under oath to that effect, and that certificate shall be recorded with the amendment(s) and shall be conclusive to all bona fide persons relying thereon; and
- (5) Certified copies of all amendments shall be sent to the Board or Planning Director within thirty (30) days after they have been recorded with the Registry of Deeds.

Section 7.4 - Termination: The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 7.5 - Disposition of Trust Property Upon Termination: Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this Section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may in their judgment be necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations, unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for 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 the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein.

Any reference herein to Chapter 183A and Sections within Chapter 183A shall be deemed to also mean amendments to Chapter 183A which are applicable to the Condominium, and any laws in lieu thereof.

Executed under seal this ____ day of _____, 200_.

Highland Real Estate Manager, Inc.

By: _____
Leonard Barbieri
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss. _____, 200_

On this ___ day of _____, 200_, before me, the undersigned notary public, personally appeared Leonard Barbieri, President & Treasurer of Highland Real Estate Manager Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires

EXHIBIT A

Surface stormwater systems:

Swales, down gradient areas at level spreaders, surface recharge areas, and inlets (hardscape and softscape)

- Check surface water courses and "swales" and overland flow areas for accumulations of sediment and remove. Remove any accumulations of sediment or other debris that may interfere with the desired overland flow in vegetated areas.
- Remove any roadside accumulations of sand in spring.
- Remove invasives as may be establishing themselves.
- Check and repair any inlet bypassing that may develop.
- Remove any accumulations of vegetative debris (leaves grass clippings, etc.) that may restrict or inhibit or otherwise obstruct the intended flows of overland drainage.
- Check surface watercourses for signs of erosion. Repair, and or replace, and stabilize as required with seeding, sod, or other appropriate erosion control blankets, any eroded areas.
- Sweep, vacuum, or otherwise remove any surface accumulations of sediment, fines and other debris that may be carried by the runoff within the site, from all paved areas.
- Remove any accumulations of vegetative debris (leaves grass clippings, etc.) that may restrict or inhibit or otherwise obstruct inlet capacity.
- Conduct mowing operations per the landscape plan, maintaining the mowing depth and not decreasing the mowing depths.
- Apply fertilizers not to exceed recommended applications.

Subsurface stormwater systems:

- **Inlets:**
Clean sumps of accumulated sediments and settleable debris.
Inspect and reset trap or outlet "snout"
Inspect structure for any structural degradation – inlet and outlet piping, frame & grate attachment, and repair as necessary.
- **Below grade detention and infiltration chambers:**
Check for accumulated sediment in chamber annually. If required, re-suspend sediment particles and remove for offsite disposal by sump pump or vacuum/hauler.
Inspect structure for any structural degradation – inlet and outlet piping, frame & grate attachment, and repair as necessary.
- **Inline "Stormceptors":**
Perform maintenance once the stored volume reaches 15% of the Stormceptor® capacity, or immediately in the event of a spill.
Maintenance intervals vary depending on the application.
Quarterly inspections during the first year of installation to accurately establish the maintenance schedule.
Remove oil and sediment through the 24-inch diameter outlet riser pipe. Alternatively, remove floatables and hydrocarbons through the 6-inch oil inspection port.

- Inlet "Stormceptors":
Inspect and maintain the Inlet Stormceptor® from the surface, without entry into the Unit. Perform maintenance once the stored volume reaches 15% of the Stormceptor® capacity, or immediately in the event of a spill.
Maintenance intervals vary depending on the application.
Quarterly inspections during the first year of installation to accurately determine the maintenance schedule.
Remove oil and sediment from the 12-inch diameter inlet drop pipe.
- Level spreader outlets:
Remove any accumulations of vegetative debris (leaves grass clippings, etc.) that may restrict or inhibit or otherwise obstruct the outflow of water to overland drainage.
Check surface for signs of erosion. Repair, and or replace, and stabilize any eroded areas as required with seeding, sod, or other appropriate erosion control blankets.

ATTACHMENT B

Revised as of February 7, 2007

Prospective Unit Owners:

While the final version of this document is expected to be substantially similar to this version, this document is subject to change in order to (i) meet the requirements of applicable law or regulation or of any lender, public authority or title to any portion of the condominium, or (ii) due to marketing considerations or changes to the project

HIGHLAND MEADOWS**MASTER DEED**

Weston Highland Meadows, LLC, a Massachusetts Limited Liability Company with a usual place of business in Needham, Massachusetts, (hereinafter the "Declarant", which term shall include its successors and assigns) being the sole owner of the land with the buildings and improvements (hereinafter "Buildings") thereon situated in Weston, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed with the Middlesex South District Registry of Deeds (the "Registry of Deeds") does hereby submit said land with the Buildings erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended (hereinafter referred to as "Chapter 183A") and proposes to create and does hereby create with respect to the Premises, a condominium, subject to the reservations and matters set forth herein, including the Special Permit as defined in Section 5(b)(10)(B), and to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus;

1. Name: The name of the condominium shall be:
Highland Meadows (the "Condominium").
2. Description of Land: The Condominium consists of that certain parcel of real estate located at _____ Boston Post Road and Highland Street, Weston, Middlesex County, Massachusetts, which real estate is particularly described in Exhibit A attached hereto and made a part hereof and is also shown on the site plan recorded herewith. Said parcel is subject to and has the benefit of covenants and rights of way of record so far as are now in force and applicable, and the right of the Declarant to grant limited common area easements to unit owners ("Unit Owners" or a "Unit Owner") as more particularly set forth in this Master Deed and in amendments and restatements of this Master Deed.
3. Description of Building: There are presently on the land hereinbefore described _____ Buildings (hereinafter the "Phase I Buildings") which are known as Phase I and are comprised of ____ () units (the "Units"). The Declarant reserves the right and easement as more particularly described in Paragraph 9 hereunder to construct a total of sixty-nine (69) Units of which 7 will be affordable, in one or more additional phases. The Phase I Buildings are two stories in height above grade and one story below grade.

The Phase I Buildings are constructed on a wood frame with clapboard or shingle exterior, a poured concrete foundation and asphalt shingled roof with interior walls of gypsum wall board and skim coat plaster on wood studs. The plumbing is pvc and cross linked polyethylene or copper tubing.

4. Floor Plans, Designations of Units and Their Boundaries: The attached floor plans of the Phase I Buildings showing the layout, location, unit description and dimension of the Units, stating the name, if any, of the Phase I Buildings and bearing the verified statement of an engineer certifying that the plans fully and accurately depict the same (hereinafter "Plans") are recorded with and are part of this Master Deed. A site plan and floor plans with respect to additional units will be recorded with restatement(s) or amendments of this Master Deed when constructed as set forth in Paragraph 9 herein.

The Units of the Phase I Buildings (hereinafter "Units") their designations, location, approximate area, number and composition of rooms and the immediate Common Elements to which each Unit has access are as shown on Exhibit B attached hereto.

The boundaries of each of the Units are as follows:

Floors: The upper surface of the subflooring or the upper surface of the concrete slab with respect to the basement level of Units.

Ceilings: The lower surface of the roof rafters.

Interior Building Walls: The interior surface of the wall studs.

Exterior Building Walls: The interior surface of the wall studs.

Exterior Doors, Windows and Fireplace: As to doors leading to Common Elements, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the interior unfinished surface of the window frame and exterior surface of the window frame and exterior surface of the glass; as to fireplaces, the fireplace fire box and flue located within or appurtenant to each Unit, if any, shall be considered part of the Unit.

Certain Units shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and In accordance with the provisions and requirements of Paragraph 5 of this Master Deed and the provisions of the Trust and the rules and regulations promulgated pursuant thereto: (a) To use any patio adjacent thereto to which there is direct access from the interior of such Unit and to which there is no other means of access; (b) to use parking space(s), if any, which are more particularly described in Paragraph 5 hereunder; and (c) to use yard areas and or planting areas which are more particularly described in paragraph 5 hereunder.

The designation of yard areas and or planting areas shall be set forth in the Unit Deeds from the Declarant and once granted shall be appurtenant to the Unit to which they are granted.

5. Common Elements: The "Common Areas and Facilities" and also called herein "Common Elements" are hereby defined to consist of the Premises, including, without limitation the following:
- (a) The land and any recreational facilities on the Premises included in the Premises, lawns, gardens, walks, pathways, parking and other improved areas not within the Units.
 - (b) All portions of the Phase I Buildings not included in any Unit by virtue of Paragraph 4 above including, without limitation, the following to the extent such may exist from time to time:
 - (1) The exterior of each building, the foundations, structural members, beams, supports, exterior walls, frames for exterior windows, roof and entrances and exits of the Phase I Buildings, common walls within the Phase I Buildings, and structural walls or other structural components contained entirely within any Unit;
 - (2) In each building, the patio and/or deck providing access to the Units which shall be for the exclusive use of those Units the patio and/or deck provides access to.
 - (3) Installation of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and exclusively servicing a single Unit;
 - (4) All conduits, chutes, ducts, plumbing, wires, chimney flues and other facilities for the furnishing of power, light, air, heat, hot and cold water and all sewer and drainage pipes, septic tanks and sewer disposal systems, plants, tanks, leaching fields and all appurtenances thereto located within the Units and all such facilities located in any Unit that serve parts of the Condominium other than the Unit within such facilities are contained; as to sewerage disposal systems and utility conduits, lines, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities;
 - (5) The sewer treatment plant with all appurtenances thereto, including all pipes constituting the sewer collection system and the related appurtenances and easements for the sewer line;
 - (6) The water mains, water lines and all appurtenances thereto;
 - (7) The Club House and the Tennis Courts which shall be Limited Common Areas and Facilities and subject to the provisions in Section 5(d), and the Rules and Regulations;
 - (8) All other portions of the Condominium designated as Common Elements or Common Areas and Facilities on the Plans;

- (9) The areas protected by the Conservation Restriction dated _____, 2007 granted by the Declarant to the Town of Weston. Those areas must remain in their natural state and no trimming or removal of any trees, plantings or other vegetation is permitted. In addition, the plan that is recorded with the Conservation Restriction depicts sequentially numbered markers which have been installed in the Common Areas. These markers identify the boundaries of the no-disturb area covered by the Conservation Restriction and cannot be relocated or removed without the express written permission of the Weston Planning Board and the Weston Conservation Commission; and
- (10) Such additional Common Areas and Facilities or Common Elements as may be defined in Chapter 183A.
- (c) No use shall be made of a Unit or the Common Areas and Facilities which is contrary to:
- (1) The Development Agreement between the Declarant and the Town of Weston dated May 9, 2005;
 - (2) The decision issued by the Planning Board dated _____, 2007 which grants a special permit and site plan approval for the Premises (the "Special Permit");
 - (3) The Easement Agreement dated _____, 2007 which provides for a Trail Easement over the Premises;
 - (4) The Conservation Restriction;
 - (5) Section V.K. of the Zoning By-Laws of the Town of Weston creating the Active Adult Residential Development overlay district; or
 - (6) Any other agreement, by-law, law, rule or regulation.
- (d) Upon the amendment or restatement of this Master Deed to add additional phases being recorded, the Common Areas and Facilities of the Condominium shall also include all portions of the additional phase or phases that are not included in any Unit. The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages shown on Exhibit C attached to this Master Deed and incorporated herein by reference. These percentage interests have been computed in conformance with Chapter 183A, based upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date. In addition of the percentage interest of each original Unit in the event of recording of subsequent phases shall be set forth in each restatement or amendment of this Master Deed creating additional phases and shall be computed in conformance with Chapter 183A, based upon the approximate relation which the fair value of each Unit on the date of each restatement or amendment of this Master Deed

bears to the aggregate fair value of all of the Units on that date. It is anticipated that there may be about 16 types of units to be constructed. The type of units and their relative values are set forth in Exhibit D. The percentage interest for each additional phase will be calculated based on the relative value as set forth in Exhibit D and based on the number of each type of Unit submitted to the provisions of this Master Deed at a particular time. This shall not restrict the Declarant from creating other types of Units or eliminating certain types of Units, and if the Declarant does create other types of Units, it will assign a relative value for that type of Unit which will be set forth in an Exhibit to the restatement or amendment of this Master Deed creating that type of Unit the first time that type of Unit is submitted to the provisions of Chapter 183A. The Common Areas and Facilities shall be subject to the provisions of the Highland Meadows Declaration of Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the Common Elements of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the Common Elements or any other Unit, as these are shown on the plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the Common Elements and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

- (e) **Limited Common Areas and Facilities:** The Owners of all Units shall have the exclusive right and easement to park two currently registered non-commercial motor vehicles in the driveway which provides access to that Unit Owner's garage. A Unit Owner of a Unit may permit any tenant, guest, servant, licensee or other party the right to use a Parking Space which the Unit Owner is entitled to use, provided the use of same is accessory to the residential use of a Unit, and all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to the Condominium Trust.

Each Unit shall have the exclusive right and easement to use, maintain, repair and replace a condenser on the outside of the Unit, together with the necessary attendant wires, pipes and the like for cooling purposes.

A Unit Owner shall have the exclusive right and easement to use any patio, deck and screened porch adjacent thereto to which there is direct access from the interior of such Unit and to which there is no other means of access and as shown on the Plans recorded herewith. The Unit Owners shall keep such areas in a neat and orderly condition. All use of the patios, decks and screened porches shall be done so as to preserve the first-class appearance and character of the Condominium without modification. Storage of personal property (except for exterior furniture), placement of curtains on or other decoration of such areas, leaving trash or debris on such areas, and the hanging of clothes, sheets, blankets, laundry, signs, flags, flower boxes, planters or hanging baskets or other articles of personal property or the erection of any structure, including an awning, on such

areas is prohibited, except with the written approval of the Trustees of the Condominium Trust, which may be withheld at the sole discretion of the Trustees. Exterior furniture shall be subject to the written approval of the Trustees of the Condominium Trust, which approval shall not be unreasonably withheld. The maintenance, repair and replacement of a patio, deck and screened porch shall be at the expense of the Unit Owner having the exclusive right to use the same and shall be billed to the Unit Owner as part of the common expenses.

The Clubhouse and the Tennis Courts shall be for the exclusive use of the Owners of all Units whose occupants are restricted to persons at least 55 years of age. Use of the Clubhouse and Tennis Courts by such Owners shall be subject to provisions in the Declaration of Trust and the Rules and Regulations promulgated pursuant to the Declaration of Trust.

The Declarant reserves the right to grant to certain Units the exclusive right and easement to use yard areas ("Yard Areas") for passive recreational use and the exclusive right and easement to maintain plantings in designated planting areas ("Planting Areas"). The Yard Areas and Planting Areas will be shown on the plans filed herewith or the plans filed with the restatement or amendment of this Master Deed creating the Unit or on the Unit Plan attached to the Unit Deed. The use and maintenance of the Yard Areas and the Planting Areas shall be subject to such Rules and Regulations as may be adopted by the Condominium Trustees, from time to time, including the type of lawn furniture which may be used and the type and quantity of plantings which may be maintained in the Planting Areas, provided that the type and quantity of plantings conform to any applicable requirements of the Special Permit.

Such rights and easements shall not in any event be assigned or severed from ownership of the Unit to which they are appurtenant.

6. Statement of Purposes: Except as otherwise provided in Paragraph 7 hereof, the Units and the Common Areas and Facilities therein are intended to be used solely for residential purposes, provided that a Unit Owner may use one room in each Unit as a home office accessory to a residential use, so long as no one shall be employed in said office except residents of the Unit. There shall be no signs in connection with such office, there shall be no customers or clients at the Unit, the volume of mail to the Unit, and the noise level from the Units in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with the rights, comforts or conveniences of the Unit Owner or occupants, to be determined by the Trustees in their sole discretion.
7. Restrictions on Use:
 - (a) In accordance with the Development Agreement between the Declarant and the Town of Weston referred to in Exhibit A, there shall, at all times, be seven (7) affordable Units located in the Condominium, which shall be subject to a perpetual deed restriction preserving affordability by restricting occupancy and

resales (the "use restriction"). Three (3) of the Units shall be occupied by persons who are 55 years of age or older. Four (4) of the affordable Units are to be located in one of the attached buildings in which persons of any age may reside. The family affordable Units are designated as Barn Aff in Exhibit D. Except for the four (4) affordable Units in which persons of any age may reside, all of the Units shall be occupied by persons who are 55 years of age or older. This Section 7(a) may not be amended. As a condition to occupancy, occupants must agree to abide by the age restrictions and the requirements contained in Attachment E to this Master Deed.

Notwithstanding the foregoing age restriction requirements, persons under the age of 55 who are guests or live-in home health care aids or other health care providers shall be permitted to reside in a Unit, subject to limitations, restrictions and conditions to be adopted by the Trustees of the Condominium Trust.

With respect to (b), (c), (d), (e), (f) and (g), unless otherwise permitted in writing executed by a majority of the Trustees of the Condominium Trust pursuant to the provisions thereof:

- (b) Each parking space is intended to be used only by the Unit Owner who has an easement for exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees; and each such parking space is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees, which they may withhold in their sole discretion.
- (c) No portion of a Unit (other than the entire Unit) may be leased or rented except as provided for in Paragraph 6, and none of the affordable Units may be leased or rented at any time, unless the lease of such affordable Unit is also approved by the monitoring agent (the "Monitoring Agent") who has been approved by the Department of Housing and Community Development.
- (d) The architectural and structural integrity of the Buildings and the Units, in any development phase, shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Building, any Unit, or any part thereof. The Condominium Trust shall be responsible for the maintenance of the exterior of all homes located in the Condominium. This sub-paragraph (d) shall not restrict the right of Unit Owners to decorate the interior of their Units.
- (e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, the Rules and Regulations which may be adopted pursuant thereto, this Master Deed, or the Special Permit.

- (f) The Units shall be used for residential purposes. No business activities of any nature shall be conducted in any Unit unless said activity complies with the Rules and Regulations of The Condominium Trust and as otherwise permitted by an instrument in writing duly executed by the Declarant or the Trustees. Provided, however, that the Unit Owner of a Unit may use one (1) room in his or her Unit as a home office for professional use accessory to a residential use, so long as no one shall be employed in such office except residents of the Unit, there shall be no signs in connection with such office, there shall be no customers or clients at the Unit and the volume of mail to the Unit, and the noise level from the Unit in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with, the rights, comforts or conveniences of other Unit Owners or occupants, to be determined by the Trustees in their sole discretion. In no event, however, shall such office be conducted in violation of the Weston Zoning By-laws or any applicable terms or conditions of the Special Permit.
- (g) Unless otherwise permitted in a writing executed by all of the Condominium Trustees pursuant to the provisions hereof:
- (i) No Unit shall be used for any purpose not specified in this Section;
 - (ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust, the Rules and Regulations in effect from time to time pursuant thereto, or the Special Permit;
 - (iii) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees, specifying the work to be performed in reasonable detail. No such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium, without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' sole judgment are necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in a manner so as not to unduly inconvenience or disturb the occupants of the Condominium and shall comply with all applicable governmental and local regulations, including the construction guidelines of the Condominium, as shall be in force from time to time, and further provided that the Unit Owner performing the work shall be responsible for any repairs to the Common Areas and Facilities for damage caused by such work;

- (iv) Except as provided in section 7(h) below, Units (but not the affordable Units, unless also approved by the Monitoring Agent) may be leased, except that no lease may be entered into or shall be valid (1) if the Unit Owner is in default or in violation of any obligations to the Condominium; (2) if the lease is not in writing or is for a term of less than twelve months; or (3) if the proposed occupancy would in the judgment of the Trustees, for any reason, be in violation of law or of the Master Deed, the Condominium Trust or the Rules and Regulations of the Condominium. All persons living in a Unit shall provide such documentation, to assure adherence to the age restrictions of the Condominium for such tenants, as are required by Attachment E To Master Deed, attached hereto. All leases for Units within the Condominium shall be approved in writing by the Trustees, such approval not to be unreasonably withheld and 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 Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of this Condominium and other applicable documents (“Condominium Documents”) adopted or to be adopted by the Condominium or the Trustees. Tenant acknowledges receipt of a copy of the currently existing Condominium Documents, which shall be returned to the Unit Owner upon expiration or earlier termination of the lease. 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 Documents, and tenant agrees to comply with all of the foregoing and to reimburse the Unit Owner for any assessment made against the Unit Owner by the Trustees as a result of a violation of the Condominium Documents by tenant. Failure to comply with these provisions shall constitute a material breach of this lease agreement. The Lessee understands and agrees that all occupants of the Unit must be 55 years of age or older.”

Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates a nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not promptly cured, the landlord must evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust 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 Trustees succeed in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys’ fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner’s attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. A copy of the lease shall be filed by the Unit Owner with the Trustees prior to any occupancy by a tenant.

The aforesaid in subparagraph (iii) shall not apply to the Declarant for as long as the Declarant owns a Unit in the Condominium.

- (h) Any rule or regulation adopted by the Trust which relates to the sewer treatment plan shall require the prior written approval of the Division of Water Pollution Control, Department of Environmental Protection.

The use or maintenance of the Common Areas and Facilities, including the sewer treatment plant, in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the Department of Environmental Protection is hereby prohibited.

With respect to said sewer treatment plant, Unit Owners and the Trustees of the Condominium Trust shall be responsible for insuring compliance of the same with all applicable statutes, regulations or permit conditions relating to the plan dated _____ and recorded with the Registry of Deeds at Book _____, Page _____.

- (i) Under no circumstances shall any of the affordable Units be leased for any otherwise allowable period of time, unless also approved by the Monitoring Agent. This section 7(h) may not be amended.

8. Amendments: This Master Deed may be amended by a Vote of Unit Owners entitled to 75% or more of the undivided interest in the Common Areas and Facilities, unless a larger percentage is required by law, or by specific provisions in this Master Deed to the contrary, and certified and acknowledged by a majority of the Trustees of the Condominium Trust, with such Trustees' certification being duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, THAT:

- (a) No instrument of amendment or restatement which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners and mortgagees of the Unit so altered;
- (b) No instrument of amendment which alters the percentage of undivided interest in the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and their first mortgagees, and said instrument is recorded with the Registry of Deeds as an amended Master Deed;
- (c) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgagee of record shall be of any force or effect unless the same has been assented to by the holder of such mortgage;
- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A or any other law shall be of any force or effect;
- (e) No amendment of the Master Deed or of the Condominium Trust shall be contrary or inconsistent with any other provision in the Master Deed or Trust

relating to the sewer treatment plant or any provisions therein which require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Protection or its successors;

- (f) Notwithstanding anything to the contrary contained in this Master Deed, except for an amendment or restatement of this Master Deed to add additional phases or for Special Amendments, as defined in Section 15, no amendment to this Master Deed, the Condominium Trust or the Condominium Rules and Regulations shall be effective unless and until:
- (1) The Trustees have sent a notice to the Planning Board of the Town of Weston (the "Board") of the intention to amend the Trust, the Condominium Rules and Regulations and/or the Master Deed, together with a complete, legible copy of the proposed amendments; and

The Board or the Planning Director has either responded to the Trustees that the Board elects not to review the amendment(s) or that it consents to the amendment(s). Provided, however, if the Board or Planning Director has not responded to the Trustees within thirty (30) days from the Board's receipt of the amendment(s), it shall be deemed that the Board has elected to review the amendments;
 - (2) If during such thirty (30) day period, the Board or the Planning Director responds that it will consent to the amendment(s) if certain changes are made, the Trustees shall resubmit such amendment(s) with the requested changes, and the Board or the Planning Director shall within fifteen (15) days of its receipt of the amendment(s) with the requested changes send a written consent to the amendment(s), as so changed, to the Trustees;
 - (3) If during such thirty (30) day period, the Board or Planning Director requests a meeting with the Trustees regarding the amendment(s), the Board or Planning Director shall set a meeting date which is not later than forty-five (45) business days after its receipt of the amendment(s). If as a result of that or subsequent meetings, the amendment(s) (as the same may have been revised pursuant to the meetings) are approved by the Board, it or the Planning Director shall provide written notice to the Trustees of the Board's consent;
 - (4) When recording any amendment to the Trust, Master Deed or Rules and Regulations (if recorded), the Trustees shall attach a copy of any written consent thereto issued by the Board or Planning Director on behalf of the Board, together with a certificate under oath by at least one Trustee that the recorded amendment(s) are the ones consented to by the Board. In the event that the Board or Planning Director notified the Trustees within thirty (30) days of their receipt that the Board elected not to review the amendment(s), at least one Trustee may certify under oath to that effect,

and that certificate shall be recorded with the amendment(s) and shall be conclusive as to all bona fide persons relying thereon.

- (5) Certified copies of all amendment(s) shall be sent to the Board or Planning Director within thirty (30) days after they have been recorded with the Registry of Deeds.

9. (a) Reservation by Declarant: The Declarant is the owner of the real estate described in Exhibit A and by this Master Deed has dedicated said real estate as a Condominium subject to Chapter 183A. The Declarant hereby reserves the right and easement to construct 69 Units on the real estate in two or more phases. Pursuant to such right and scheme of development, and without limiting the generality of the foregoing, Declarant reserves the following rights, easements, privileges and licenses:

- (i) An expansion easement in gross (herein called "Expansion Rights") to construct a total of 69 Units on the real estate described in Exhibit A. Such easement shall include the right to construct additional improvements, subject to the Special Permit. Such easement shall be exercisable from time to time by the Declarant in its sole discretion until termination of its Expansion Rights.
- (ii) The right to grant easements for the benefit of each additional Unit to use all roads, ways, walkways, parking areas, improvements, additional improvements and Common Areas and Facilities benefiting the Condominium.
- (iii) The right to grant easements for installation and maintenance of underground utilities for the benefit of additional Units and improvements; and
- (iv) The right to incorporate additional Units, and additional improvements into the Condominium.

The easements, reservations, privileges and rights of this provision shall inure to the benefit of the Declarant, its successors and assigns.

The Declarant reserves as an appurtenance to the Expansion Rights, an easement to pass and repass over the real estate described in Exhibit A, including the right to store equipment and supplies necessary and convenient for the construction of additional Units and additional improvements. Declarant reserves the right to use all ways, parking areas, walkways, ducts, plumbing, wiring and other facilities for the furnishing of power, light, air and all sewer and drainage pipes, septic tanks and sewer treatment plant and Common Elements, including the right to construct additional ways, parking areas and Common Elements, provided the exercise of such easements, reservations, privileges and rights of this provision does not unreasonably interfere with access and use of the Condominium by the occupants of existing Units.

- (b) Restatement: If any such additional Unit or additional improvement is constructed, the Declarant shall restate this Master Deed by recording with the Registry of Deeds (i) a Restated Master Deed in form and substance substantially identical to this Master Deed (which may incorporate by reference all of any part of this Master Deed) with only such changes as are necessary to include the additional Units and additional improvements included therein and the Common Elements there of in the Condominium, (ii) a copy of Exhibit "C" attached hereto, restated to show Percentage Condominium Interest calculated in accordance with Chapter 183A, and (iii) such plans with respect to such additional Units and/or additional improvements as may be required by Section 8(f) (or any successor section) of Chapter 183A in order to submit such additional units and/or additional improvements to Chapter 183A and incorporate them into the Condominium.
- (c) Termination of Expansion Rights: The right of the Declarant to construct additional units and additional improvements shall terminate on the first to occur of (i) the date on which 69 Units have been incorporated into the Condominium, or (ii) ten years from the date hereof.
- (d) Ownership of Additional Units: All Additional Units (and the Percentage Condominium Interests appertaining thereto) shall be owned in fee simple by the Declarant and may be conveyed, or mortgaged, by the Declarant.
- (e) Additional Improvements: The incorporation into the Condominium of additional improvements without the simultaneous incorporation into the Condominium of additional units shall not result in any recalculation of Percentage Condominium Interest.
- (f) Transfer of Expansion Rights: Until expiration of the Expansion Rights, the rights reserved and granted by this Paragraph 9, may be sold, granted by deed, assigned, mortgaged or hypothecated by the Declarant by a deed, mortgage or other instrument in writing which makes specific reference hereto.
- (g) Binding Effect: Each owner of an existing Unit, each owner of an additional Unit and the holder of a mortgage or any thereof shall be bound by the provisions of this Paragraph 9.
- (h) Historical Preservation of Two Units in Future Phases: There is presently existing on the real estate described in Exhibit A and submitted to the provisions of Chapter 183A an existing building which will be added to the Condominium in a future phase or phases and which will contain the Livermore Unit located at 734 Boston Post Road and the Paine Unit located at 736 Boston Post Road. In order to comply with the requirements of the Town of Weston relative to historical preservation of some key exterior and interior components of this building, the Declarant agrees that the rehabilitation of the Livermore Unit and the Paine Unit shall be done in conformance with the following guidelines:

734 Boston Post Road – The Livermore Unit

Exterior Windows – The North and West facing existing windows shall be reconstructed, refurbished and preserved, retaining as much of the original glass panels as possible and new storm windows and wood shutters shall be installed.

Exterior Preservation 734

The North and West facing exterior elevations of this existing home shall be (1) repaired or there will be in-kind replacement of damaged wood siding and trim details, (2) replacement of existing doors with in-kind wood replacements and (3) retention and pointing of brick chimneys.

736 Boston Post Road - The Paine Unit

Exterior Windows - The East, North and West facing existing windows shall be reconstructed, refurbished and preserved, retaining as much of the original glass panels as possible and new storm windows and wood shutters shall be installed.

Exterior Preservation 736

The East, North and West facing exterior elevations of this existing home shall be (1) repaired or there will be in-kind replacement of damaged wood siding and trim details, (2) construction of a Greek Revival front porch, (3) replacement of existing doors with in-kind wood replacements and (4) retention and pointing of brick chimneys.

Fireplaces - The following fireplaces and mantles shall be refurbished and preserved as shown on the Exhibit F - Proposed Plan;

1. First Floor - Dining Room, Living Room, Master Bedroom.
2. Second Floor – 2nd Master Bedroom, Study and Bedroom.

Main Stairway – The existing stairway consisting of open balusters, railings, risers and treads shall be retained, refinished and preserved and as shown on an exhibit to be attached to the phase amendment in which the Unit is created.

Interior Features – Due to the extensive level of renovation the existing decorative window casings, bi-part French door and wall moldings that exist in the home shall be removed, refurbished, and reinstalled for future preservation.

Floor Boards – Several rooms have the original random width floor board under existing carpeting and other floorings. Those original floor boards shall be removed, reinstalled and refinished within the common rooms. Preference for reinstallation will be given to the Dining Room, Living Room, Study and Main Foyer and stain color selection shall be by the home buyer or the Declarant's selection coordinator.

The restrictions set forth in the preceding paragraphs may not be modified without the written consent of both the Trustees of the Condominium Trust and the Weston Historical Commission and the Planning Board.

All future improvements will be consistent with the initial improvements in terms of quality of construction. All improvements intended for future phases shall be substantially completed prior to incorporation of additional Units into the Condominium.

10. Provisions for Protection of Mortgagees: Notwithstanding anything in the Master Deed, the Condominium Trust, the Rules and Regulations promulgated pursuant thereto, or any other Condominium document to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record which encumber the Units and shall be enforceable by any First Mortgagee. To the extent that there are inconsistencies in any voting requirements hereunder, the higher percentage necessary for approval shall prevail:
- (a) Any right of first refusal for the benefit of the Trustees of the Condominium Trust or a Unit Owner 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 a default by a Unit Owner; or
 - (iii) Sell or lease a Unit acquired by the First Mortgagee, nor shall it affect any subsequent sales or leases.
 - (b) Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal incorporated in this Master Deed, the Condominium Trust or any other Condominium document.
 - (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 permitted by General Laws, Chapter 183A.
 - (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless sixty-seven (67%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) and owners (other than the Declarant, developer, or builder of the individual Condominium Units) have given their prior written approval, the Condominium Trust and the Unit Owners shall not be entitled to:
 - (i) By any act or omission seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain: or

- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (a) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (b) determining the pro rata share of each Unit in the Common Areas and Facilities.
- (iii) Partition or subdivide any Unit; or
- (iv) By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause: or
- (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Areas and Facilities.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to any other part of the Condominium.
- (f) In no event shall any provision of this Master Deed, the Condominium Trust or any other Condominium document give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking to such Unit and/or the Common Areas and Facilities. The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof, and the Condominium Trust is hereby appointed as attorney-in-fact for the foregoing purpose. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.
- (g) A First Mortgagee, which term shall include any holder, insurer or guarantor of any first mortgage, upon written request made to the Condominium Trust shall be entitled to:

- (i) Written notification from 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 or any other Condominium Document 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 annual audited financial statement of the Condominium Trust within ninety (90) days following the end of the fiscal year of the Condominium;
 - (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and receive written notice of any proposed action which would require the consent of mortgage holders under the Master Deed, Condominium Trust or any other Condominium document;
 - (v) Receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit of the Common Areas and Facilities;
 - (vi) Receive written notice of any lapse, cancellation or modification of any insurance or fidelity bond required to be obtained by the Trustees;
 - (vii) Have made available for inspection during normal business hours current copies of the Master Deed, Declaration of Trust, Rules and Regulations and other documents concerning the Condominium and the books, records, and financial statements of the Condominium.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days notice.

The Declarant intends that the provisions of this Paragraph 9 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association with respect to condominium mortgage loans and except as provided in Paragraph 14 all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph 9 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds.

- (i) Except for amendments to the Master Deed, Declaration of Trust and Rules and Regulations for termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
- (i) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of First Mortgagees on Units which have at least sixty-seven (67%) percent of the votes of Units subject to first mortgages, shall be required to terminate the legal status of the Condominium: and
 - (ii) The consent of the Unit Owners to which at least sixty-seven (67%) percent of the votes in Condominium Trust are allocated and the approval of First Mortgagees on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages, shall be required to add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
 - (a) Voting;
 - (b) Assessments, assessment liens or subordination of such liens;
 - (c) Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);
 - (d) Insurance or Fidelity Bonding;
 - (e) Rights to use Common Elements;
 - (f) Responsibility for maintenance and repair of the several portions of the Condominium;
 - (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the boundaries of any Unit;
 - (h) Boundaries of any Unit;
 - (i) The interests in the Common Elements;
 - (j) Convertibility of Units into Common Elements or of Common Elements into Units;
 - (k) Leasing of Units;
 - (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

- (m) Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on Units.

Any First Mortgagee that does not deliver or mail (by first class mail, postage prepaid) to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all such parties and may be relied upon pursuant to the provisions of Section 6.4 of the Condominium Trust.

- (j) All leases or rental agreements for Units shall be in writing and specifically subject to the Master Deed, the Declaration of Trust, and the Rules and Regulations, and other documents of the Condominium, including without limitation, the age restriction set forth in paragraph 7, and no Unit shall be leased or rented for a period of less than twelve (12) months. The Trustees of the Condominium Trust shall have the right to restrict the number of Units which may be leased or rented at any given time and may prescribe the form and content of each lease to ensure that all tenancies conform with the terms of this Master Deed, Declaration of Trust, the Rules and Regulations and other Condominium documents, and the Trustees shall have the right to enforce these obligations against the Unit Owners and tenants directly. In no event can the affordable Units be leased unless in accordance herewith and unless also approved by the Monitoring Agent.
- (k) To the extent permitted by applicable law, First Mortgagees shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by First Mortgagees on Units having at least fifty-one (51%) percent of the votes of Units subject to first mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property shall require the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.
 - (iii) When professional management has been previously required by any First Mortgagee or insurer or guarantor, whether such entity became a mortgage holder or mortgage insurer or guarantor at that time or later, any decision to establish self-management by the Trust shall require the prior consent of Unit Owners to which at least sixty-seven (67%) percent of the votes in

the Trust are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages.

11. The Condominium Trust, through which the Unit Owners will manage and regulate the Condominium, enacts Rules and Regulations and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Highland Real Estate Management Inc, a Massachusetts Corporation

The address of the Condominium Trust is 197 First Avenue, Suite 350, Needham, MA 02494

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Areas Located Inside of Units: Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other common areas and facilities located in such Unit and serving other Units, Common Areas and Facilities or other portions of the Condominium. The Trustees shall have the right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building.
13. Units Subject to Master Deed, Unit Deed, Condominium Trust and Rules and Regulations: All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, Condominium Trust, Rules and Regulations, as they may be adopted or amended from time to time, and all other Condominium documents. The acceptance of a deed of a Unit shall constitute an agreement by the person or entity becoming the Unit Owner of such Unit, that the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the Rules and Regulations, and all other Condominium documents as they may be adopted or amended from time to time, are accepted and ratified by such owner, and that all such provisions shall be deemed and taken to be covenants running with the land, 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 and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.
14. Affordable Units: Seven (7) Units located in the Condominium contain restrictions relating to resale. The restrictions are set forth in an instrument recorded with the Registry of Deeds in Book _____, Page _____. The number of Affordable Units in total if all of the phases are built is seven (7). The terms of any resale controls that affect the Affordable Units shall be set forth in the Unit Deed or an instrument recorded

simultaneously with the Unit Deed. In addition, no Affordable Unit can be leased, unless in accordance herewith and also approved by the Monitoring Agent.

15. Special Amendment: Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the Condominium, the Declarant reserves the right and power to file and record a special amendments ("Special Amendments") to this Master Deed, at any time and from time to time, which amends or restates this Master Deed (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi -public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) create any easements or limited Common Areas and Facilities as reserved by the Declarant hereunder; (iv) to bring this Master Deed into compliance with Chapter 183A or to meet the requirements of applicable laws and governmental regulations; or (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto, provided such Special Amendment does not materially adversely affect rights and interests of the Unit Owners or First Mortgagees. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall be automatically assigned to the Trustees of the Condominium Trust at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.

16. Chapter 183A Governs: The Units and Common Areas and Facilities, the Unit Owners and Trustees of the Condominium Trust, shall be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded as well as any amendments to the same which became applicable to the Condominium, and in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein; shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. In addition, the condominium or any portion thereof shall not be removed from the provisions of Chapter 183A without the prior written approval of the Division of Water Pollution Control of the Department of Environmental Protection.

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

Executed as a sealed instrument this ____ day of _____, 200__

Weston Highland Meadows, LLC
A Massachusetts Limited Liability Company

By: Highland Real Estate Development, LLC
A Massachusetts Limited Liability Company
Its Manager

By: Highland Real Estate Manager, Inc.
Its Manager

By: _____
Leonard Barbieri
President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss. _____, 200__

On this _____ day of _____, 2007, before me, the undersigned notary public, personally appeared Leonard Barbieri, President & Treasurer of Highland Real Estate Manager Inc. on behalf of Highland Real Estate Development LLC, and Weston Highland Meadows, LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

Exhibit A

That certain parcel of land containing 44.07 +/- acres on Highland Street, Weston, Middlesex County, Massachusetts and shown on the plan entitled, "Plan of Land in Weston, Massachusetts" 1"-80' dated September 28, 2000, which is recorded in Book 32858, Page 572 at the Middlesex South Registry of Deeds containing registered and recorded land. The premises are more specifically described as follows:

SOUTHEASTERLY THEN EASTERLY	by Highland Street by five courses measuring 75.43 feet, 1,039.57 feet; 312.28 feet, 164.62 feet, and 151.61 feet respectively;
NORTHEASTERLY	by land n/f of M. Tebo, then land n/f of M. & B. Landy, then land n/f of S. Podednak, then land n/f of Thomas R. Johnson and Maureen M. Johnson, then Parcel A as shown on said plan by three courses measuring 393.54 feet, 126.03 feet and 69.35 feet, respectively.
SOUTHEASTERLY	by Parcel A as shown on the plan 23.81 feet;
NORTHERLY	by land n/f of D Simler and S. Reno, then land n/f of Red Barn Nursery School Inc., then land n/f of L. & C. Caruso, 504.09 feet;
EASTERLY	by said land n/f of L. & C. Caruso, 350.00 feet;
NORTHERLY	by Boston Post Road, 300.00 feet;
NORTHWESTERLY	by land n/f of R&M Landry, then by land n/f of F&A Girardi, then by land n/f of C&S Dornbush, then by land n/f of B. & L. Davidson, then by land n/f of J. Costa Trustee, then by land n/f of J. Harrison, then by land n/f of June Shillman, Trustee, by six courses measuring 286 feet, 112.79 feet, 344.89 feet, 190.73 feet, 231.44 feet and 208.25 feet respectively;
SOUTHWESTERLY	by land E. Dickson, and then land n/f of Dickson Meadow LLC by two courses measuring 298.86 feet and 187.71 feet, respectively;
SOUTHEASTERLY	by land n/f of Dickson Meadow LLC 6.67 feet;
SOUTHWESTERLY	by land n/f of Dickson Meadow LLC by two courses measuring 258.27 feet and 236.02 feet, respectively;
NORTHWESTERLY	by land n/f of Dickson Meadow LLC 235.99 feet, and;
SOUTHWESTERLY	by land n/f of Dickson Meadow LLC by two courses measuring 9.69 feet and 15.44 feet.

REGISTERED LAND

- SOUTHEASTERLY by Highland Street about four hundred ninety-four and 5/10 feet; and
- SOUTHERLY by Highland Street about one hundred sixty and 5/10 feet;
- SOUTHWESTERLY five hundred sixty-seven and 77/100 feet; and
- NORTHWESTERLY five hundred ninety-three and 74/100 feet by land now or formerly of John B. Paine et al Trustees, and
- NORTHEASTERLY by land now or formerly of J. Irving Connolly, of Jared M. Heard, and of Mary J. Joans, five hundred twenty-six and 84/100 feet.

Said registered parcel is shown as Lot A on the plan filed with Certificate 32,031 in Land Registration Book 207, Page 357 at Middlesex South Registry of Deeds, Registered Land Division.

Subject to the provision of a Development Agreement dated as of May 9, 2005 between Highland Real Estate Development LLC in favor of the Town of Weston, a Municipal Corporation of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen recorded at Registry of Deeds at Book 45565, Page 389 and filed with Middlesex South District of the Land Court as Document No. 137958.

Subject to the Preservation Restriction by and between Declarant and the Town of Weston Historical Commission dated _____, and recorded at the Registry of Deeds at Book _____, Page _____.

Subject to the Easement Agreement to create and maintain trails by and between Declarant and the Weston Forest and Trail Association, Inc. dated _____ and recorded at the Registry of Deeds at Book _____, Page _____.

Subject to a decision granting a Special Permit and Site Plan Approval issued by the Town of Weston Planning Board dated _____ and recorded at the Registry of Deeds at Book _____, Page _____.

Subject to a Conservation Restriction between Declarant and the Town of Weston, acting through its Conservation Commission dated _____ and recorded at the Registry of Deeds at Book _____, Page _____.

Exhibit B

Descriptive Schedule of Units

<u>Unit Number</u>	<u>Unit Type</u>	<u>Number and Type of Rooms</u>	<u>Square Footage</u>	<u>Immediate Common Area</u>
1	B5	4 BA; 3BR; 6LS, 1DR, 1K; 1 LDRY	3,379	Front Stoop
2	C9	4 BA; 3BR; 2LS, 1DR, 1K; 1 LDRY	4,450	Front Stoop
3	D1	2 BA; 3BR; 4LS, 1DR, 1K; 1 LDRY	3,416	Front Stoop
4	C1	3 BA; 3BR; 4LS, 1DR, 1K; 1 LDRY	4,450	Front Stoop
5	B4	3 BA; 3BR; 4LS, 1DR, 1K; 1 LDRY	3,379	Front Stoop
6	A2	4 BA; 3BR; 2LS, 1DR, 1K; 1 LDRY	3,297	Front Stoop
7	F8	3 BA; 3BR; 4LS, 1DR, 1K; 1 LDRY	3,354	Front Stoop
8	D7	4 BA; 3BR; 6LS, 1DR, 1K; 1 LDRY	3,416	Front Stoop
9	C8	4 BA; 3BR; 6LS, 1DR, 1K; 1 LDRY	4,265	Front Stoop
10	B1	4 BA; 3BR; 2LS, 1DR, 1K; 1 LDRY	3,379	Front Stoop
11	M4A	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,392	Front Stoop
12	M4B	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,339	Front Stoop
13	M5A	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,390	Front Stoop
14	M5B	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,341	Front Stoop
15	M6A	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,341	Front Stoop
16	M6B	2 BA; 3BR; 3LS, 1DR, 1K; 1 LDRY	2,390	Front Stoop

Legend:

BA = Bathroom
 BD = Bedroom
 DR = Dining Room
 K = Kitchen
 LDRY = Laundry
 LS = Living Space

EXHIBIT C

PERCENTAGE CONDOMINIUM INTEREST (LEGAL PHASE 1)

Unit	Unit Type	Square Footage	Phase One Beneficial Interest
1	B	3,379	6.6283
2	C	4,450	8.7293
3	D	3,416	6.7009
4	C	4,450	8.7293
5	B	3,379	6.6283
6	A	3,297	6.4675
7	F	3,354	6.5793
8	D	3,416	6.7009
9	C	4,265	8.3664
10	B	3,379	6.6283
11	M	2,392	4.6922
12	M	2,339	4.5883
13	M	2,390	4.6883
14	M	2,341	4.5922
15	M	2,341	4.5922
16	M	2,390	4.6883
			100.0

EXHIBIT D
HIGHLAND MEADOWS
69 Homes

Home Style	Beneficial Interest
A	1.5497
B	1.5882
C	2.0916
D	1.6056
Barn AFF	0.1470
Farm 1	1.1205
Farm 2	1.2334
Farm 3	1.2630
F	1.5765
K	1.3631
N	2.0794
O	2.2834
P	1.9957
M AFF	0.1718
M	1.1243

HIGHLAND MEADOWS

ATTACHMENT E TO MASTER DEED

AGE RESTRICTION REQUIREMENT AND POLICY TO ENSURE ADHERENCE WITH RESTRICTION

HIGHLAND MEADOWS has been created with the purpose of creating a community whereby all of the Units except for four (4) affordable units, are to be occupied by persons, whether Unit Owners or tenants, who are 55 years of age or older. In order to achieve this purpose and in order to comply with the Housing for Older Persons Act of 1995, the following restrictions, regulations and policies shall apply to all residents and prospective residents:

1. All residents and prospective residents shall be required to provide to the Declarant, or subsequent to the time when the Declarant or its successor in interest is no longer a Trustee (the Operative Event), the Trustees of the Condominium Trust, evidence of complying with the age restriction. To that end, the Declarant or Trustees, as applicable, of the Condominium Trust, shall have the authority to conduct an age verification of all occupants in each Unit from time to time and all occupants shall be required to provide the information required by the age verification.

2. The verification shall be in a form adopted from time to time by the Declarant and subsequent to the Operative Event by the Trustees. The verification may contain requests for information including, but not limited to, the following in order to prove age verification:

- (a) Date of birth for any occupant.
- (b) Dates of birth for each Unit Owner with back-up information.
- (c) Copies of driver's license, voter registration card, birth certificate and/or medicare card or other proof of age and residence for each occupant and each Unit Owner.
- (d) The date the occupants first began to reside in the Unit.
- (e) The identity and location of the specific Unit.
- (f) The signatures of the occupants for additional verification of the accuracy of the verification information.

3. The initial form of verification is attached hereto but may be modified from time to time by the Declarant and/or Trustees, as applicable. No person shall occupy a Unit at the Condominium without obtaining from the Declarant and/or Trustees, as applicable, and filing with the Registry of Deeds a Certificate of Approved Occupancy which form shall state the name of the approved occupant or that the subject Unit is one of the Units exempt from compliance.

4. Declarant and/or Trustees, as applicable, may rescind approval for occupancy if they determine that any information provided to them by the occupant was false or inaccurate.

5. Violation of Section 7(a) of the Master Deed or this Attachment E shall be considered to constitute irreparable harm to the Condominium Trust and Unit Owners and occupants and, therefore, the Declarant and/or Trustees, as applicable, and any Unit Owner shall be entitled to obtain injunctive or other relief from a Court of competent jurisdiction for any such violation.

6. If any Unit Owner and/or occupant violates Section 7(a) of the Master Deed or this Attachment E, said Unit Owner and/or occupant shall be subject to a fine of \$100.00 per violation and \$25.00 for each day it continues after notice and shall be responsible for all costs and attorneys' fees incurred related to enforcing the restriction. Said fines, costs and attorneys' fees shall constitute a lien against the Unit as provided for in Massachusetts General Laws Chapter 183A.

7. The Declarant and/or Trustees, as applicable, shall have the power to enforce any violation of the age restriction by Court action or otherwise against the Unit Owners and/or occupants involved and all costs incurred in said action, including but not limited to, reasonable attorneys' fees and costs, shall be the responsibility of the subject Unit Owner and shall constitute a lien against the Unit as provided for in Massachusetts General Laws, Chapter 183A.

8. The Declarant and/or Trustees, as applicable, may establish additional requirements to preserve the community as intended and to ensure compliance with the Housing for Older Persons Act of 1995 and Massachusetts General Laws Chapter 151B and any regulation promulgated pursuant to either law, or any additional or successor law.

HIGHLAND MEADOWS
Age Requirement Verification

Unit # _____

Address: _____

Telephone Number: _____

Names of all proposed Applicants: _____

Dates of birth for each proposed Applicant: _____

Social Security numbers for each proposed Applicant: _____

A copy of a driver's license, voter registration card, birth certificate and/or Medicare card or other proof of age and residence for each proposed occupant and each Unit Owner shall be attached hereto.

Proposed Occupancy Date: _____

I/we, the undersigned, being the proposed owners and occupants of the above-captioned Unit, hereby certify that we have read the condominium documents and the rules and regulations and agree to be bound by the terms thereof, including, but not limited to, the age and occupancy restrictions set forth in Section 7 of the Master Deed and Attachment E to the Master Deed.

Executed under seal this _____ day of _____, 200__.

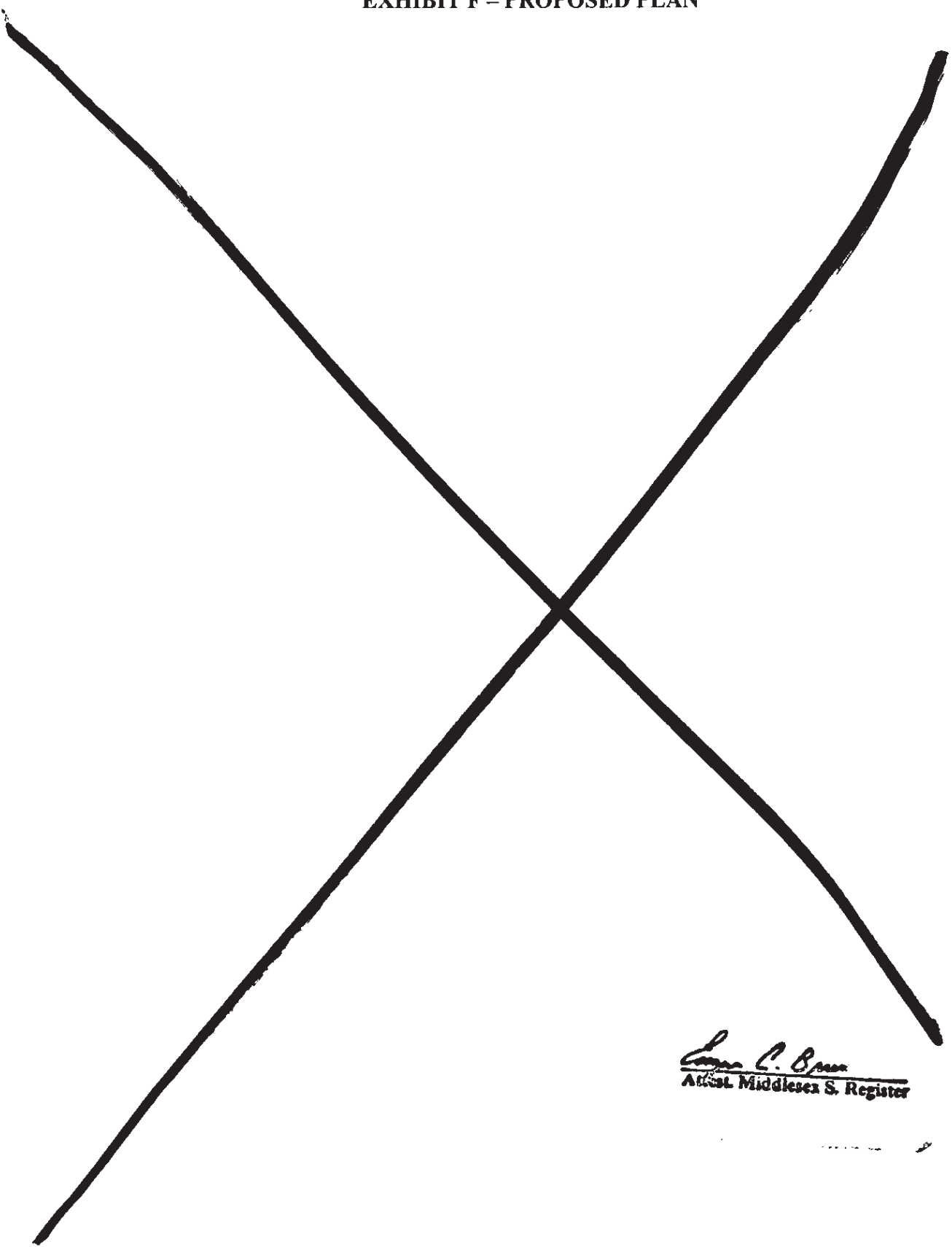
Signature Print name: _____

Signature Print name: _____

Signature Print name: _____

Signature Print name: _____

EXHIBIT F – PROPOSED PLAN



Laura C. Brown
Attest. Middlesex S. Register