ATTACHMENT 2

AMENDED AND RESTATED PRIVATE WAY COVENANT AND AGREEMENT

COVENANT AND AGREEMENT made July__, 2008 by Centennial Lane, LLC, of 12 Assabet Crossing, Acton, Massachusetts (hereinafter referred to as "Centennial") and Chun Yan, of 5 Centennial Lane, Acton, Massachusetts (hereinafter referred to as "Yan"), together being the owners (hereinafter "Owners") of:

a. Centennial is the owner of Lots numbered Lots 1A and 2A (formerly shown as Lots 1 and 2 on a plan of land entitled " Road Improvement Plan" prepared for Renwick S. Tweedy, Jr. by LandTech Consultants, Inc., scale: 1" = 40', dated April 26, 2006 last revised, April 3, 2007, and as further amended by "Amended Construction Plan (CP-1A)" dated July 20, 2007 and prepared by Foresite Engineering, scale: 1" = 40', and located at 45 Main Street, Acton, Middlesex County, Massachusetts (the "Road Improvement Plan")) on a plan of land entitled, "Plan of Land, Main Street & Conant Street, Acton, Massachusetts, owned by Colonial Path, LLC, P.O. Box 2170, Acton, Massachusetts, dated August 28, 2007, recorded with the Middlesex South District Registry of Deeds as Plan No. 986 of 2007 (hereinafter referred to as the "Plan") and to which plan reference may be had for a more particular description of said lots. For title, see deed dated September 28, 2007, recorded with said Deeds in Book 50178, Page 322.

b. Yan is the owner of Lot 3A as shown on the Plan by virtue of a deed dated June 19, 2008, recorded with said Deeds in Book 51336, Page 147.

c. Centennial is the owner of Lot 5 and Lot 6 shown on a plan entitled "Plan of Land on Main Street and Centennial Lane prepared for Centennial Lane, LLC by Foresite Engineering, scale = 1" = 30' dated May 21, 2008, to be recorded herewith (the "New Plan").

Lots 1A, 2A, 3A, 5 and 6 are referred to herein collectively as the "Lots".

All of the Lots are subject to and have the benefit of a certain Private Way Covenant Agreement dated May 2, 2007, recorded with the Middlesex South District Registry of Deeds in Book 49838, Page 265.

All of the Lots are the subject of Decision No. 06-06 of the Acton Planning Board entitled "Determination of the Status of the Existing Way at 45 Main Street" dated September 12, 2006, recorded with said Deeds in Book 49838, Page 258.

WHEREAS, the Owners wish to amend and restate the rights and obligations of the Owners and their respective successors and assigns as owners of Lots 1A, 2A, 3A, 5 and 6 as shown on the Plan and New Plan in and to the private way shown on the Plan as "Centennial Lane" (hereinafter referred to as the "Private Way"); and

WHEREAS, Leonard Phillips and Susan Phillips (hereinafter referred to as "Phillips") own a parcel of land now known and numbered 43 Main Street, Acton, Massachusetts, fully described in a deed recorded with said Deeds in Book 13073, Page 401 (hereinafter referred to as the "Phillips Lot"); and

WHEREAS, it is intended that all of the easements, covenants, restrictions and agreements shall inure to the benefit of the said Lots and run with the land;

NOW, THEREFORE, the undersigned hereby declare that the Lots are and shall be held and conveyed subject to and with the benefit of the following rights and obligations:

PRIVATE DRIVE AND UTILITY EASEMENTS

1. The Owners and their respective heirs, successors and assigns, shall have the right in common with each other, to use, from time to time, the Private Way and any turnouts, road beds, culverts and headwalls which are part of the Private Way, and have or will be constructed whether shown on said Plan or not, for all purposes for which private ways are commonly used, including, without limitations, the right to pass and repass between each Lot and the right to install and maintain drains, culverts and underground utilities in and along and across said portions. Use of the Private Way by vehicular traffic is restricted to ingress and egress, and does not include the parking of vehicles on the Private Way, except for occasional overflow non-overnight guest parking as does not otherwise interfere with the use of the Private Way by the owner(s) of other lots and their invitees, and by emergency, fire, rescue and police vehicles. Although the Phillips Lot abuts the Private Way, the existing driveway providing access to the Phillips Lot is located on Main Street and, therefore, it is not intended at this time that Phillips will make use of the Private Way for access. Phillips and their respective heirs and assigns shall have the right to use the Private Way in the future provided, however, the said right to use the Private Way shall be conditional upon compliance with the cost sharing provisions of Article 2e.

2. The Owners shall have sole responsibility for the repair and maintenance of Private Way, so as to provide for general maintenance, and for continuous year round access for vehicular traffic for the convenience of owners of Lots, and to provide continuous year round access for all emergency, fire, rescue, police, moving, constructions and maintenance vehicles. Such repair and maintenance shall be borne equally by the Owners and shall include, without limitation:

a. Maintenance: Repair and maintenance of Private Way, including all turnouts, road beds, shoulders, culverts, and headwalls, as shown on the Road Improvement Plan. The Private Way, including all turnouts, shall be maintained in good condition and kept open to all vehicular traffic in all seasons of the year to provide access for all emergency vehicles. All culverts now or hereafter installed shall be kept clear and open.

b. Snow Removal: The removal and disposal of all snow from the Private Way, including all turnouts.

c. Planting/Tree Maintenance: The removal and disposal of fallen limbs and trees, the clearing and removal of all brush and foliage which might obstruct the sight of vehicles using Private Way, and the preservation of plantings and trees on the Private Way.

d. Operation and Maintenance of the Drainage System:

(i). Discharge locations shall be inspected on a weekly basis or after significant storm events.

(ii). All drainage system components are to be owned and maintained by the owner/developer. After the completion of the project the homeowners will assume responsibility for the operation and maintenance in accordance with the terms of this Amended and Restated Private Way Covenant and Agreement.

(iii). Catch basin sumps are to be cleaned anytime sediment build up reaches 18" below the pipe invert, typical depth of sump in a catch basin is four (4) feet below the pipe invert. Sediments and debris shall be removed and disposed according to the Department of Environmental Protection (D.E.P.) approved methods. Inspection should occur at least four (4) times a year and before/after any major storm event.

(iv). All paved surfaces are to be kept free of sediment and debris, street sweeping is recommended on a regular basis and more often as needed.

(v). Dust control shall be maintained by watering or other dust prevention methods.

e. Cost: The cost of such repair and maintenance as set forth in subparagraphs 2a, 2b, 2c and 2d shall be borne solely by the Owner, provided, however, repairs and maintenance of any portion of any driveway serving any of the Phillips Lot that is not located in the Private Way shall be the sole responsibility and financial obligation of the lot owner.

In the event that Phillips commences to use the Private Way for access to the Phillips Lot, then in either such event, Phillips and their respective heirs, successors and assigns shall commence to pay One Sixth (1/6) of the total cost of the maintenance and repair of the Private Way as set forth in this Section 2. The responsibility of any owner of a property making future use the Private Way for access to share in the cost of maintenance and repair shall commence upon the use of the Private Way for vehicular ingress and egress for the purposes of marketing or preparing such property for excavation, whereupon, any such property owner or their heirs, successors and assigns shall be bound by this covenant in the same manner as the Owner and Phillips and their heirs, successors and assigns.

3. Centennial, or Centennial's designee, shall arrange for the repair and maintenance of the Private Way, including, without limitation, retaining employees, agents, independent contractors or others to perform such repair and maintenance services until it has sold the last of the lots.

4. Centennial hereby reserves the right to establish reasonable rules and regulations in furtherance of these restrictions, which rules and regulations shall be binding on all of the owners of all lots using the Private Way..

ACCESS EASEMENT

5. The Owners hereby covenant and agree that an easement over a portion of Lot 1 as shown on the Road Improvement Plan and described as "Access Easement 2,821 s.f." (hereinafter described as "Access Easement") is hereby granted to the Inhabitants of the Town of Acton for the purpose of entering upon the Owner's premises with emergency vehicles and turning around in the Access Easement. Notwithstanding anything herein to the contrary, the costs of maintenance of the Access Easement will be shared equally by the present and future owners of Lots 1A, 2A 3A, 5 and 6 as shown on the Plan and the New Plan. Phillips will not have any responsibility to share in the costs of maintenance, repair and snow clearing of the Access Easement.

ADMINISTRATION AND ENFORCEMENT

6. Centennial shall have the right to enforce any of the obligations of every other owner any of the above described properties subject to this Amended and Restated Private Way Covenant and Agreement as to use of the Private Way and the Access Easement so as to provide to each lot safe and convenient access for owners, emergency and maintenance vehicles, and any other obligation or restriction contained herein, as well as to enforce the rules and regulations adopted hereunder, by any legal or equitable means.

7. A certificate signed and acknowledged by Centennial as to any fact affecting the terms of these restrictions shall be conclusive evidence of such fact.

8. No amendment of these restrictions which would affect the requirements imposed by the Town of Acton Planning Board shall be effective unless made with the approval of the said Planning Board and until said amendment is duly recorded with the Middlesex South Registry of Deeds.

9. Upon the sale of the last of the lots presently owned by Centennial, the then owners and their respective heirs, successors and assigns, shall be jointly responsible for the enforcement of the provisions of this Amended and Restated Private Way Covenant and Agreement.

The Owners and their respective heirs, successor and assigns, hereby covenant and agree that they will never petition the Town of Acton to request that the Private Way become a public way and, as a result, the Town of Acton will not be responsible for snow plowing or any other related maintenance or repair of the Private Way. Notwithstanding anything herein to the contrary, in the event that the Town of Acton or other governmental agency duly votes to take or accept Private Way, then in that event the undersigned and the successors and assigns of the undersigned hereby consent and agree to any such acceptance or taking and to execute any and all documents required to effectuate said taking. Upon the effective date of any such acceptance or taking, this Private Drive Agreement shall become null and void without recourse by and between the owner(s) of any of the above described properties with the exception of any such owner's unpaid share of the cost of maintenance and repair of the Private Way Area.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART.

This Covenant and Agreement is hereby executed under seal on the date first above written.

Paul M. Gaboury, Manager Centennial Lane, LLC	Glen J. Kaufmann, Manager Centennial Lane, LLC

Chun Yan

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ___ day of July, 2008, before me, the undersigned Notary Public, personally appeared Paul M. Gaboury, proved to me through satisfactory evidence of identification, which was: [ ] personally known to me to have the identity claimed; or [ ] examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager and authorized signatory of Centennial Lane, LLC, a Massachusetts limited liability company.

_____
Notary Public

My Commission Expires:
[apply seal]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ___ day of July, 2008, before me, the undersigned Notary Public, personally appeared Glen J. Kaufmann, proved to me through satisfactory evidence of identification, which was: [ ] personally known to me to have the identity claimed; or [ ] examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager and authorized signatory of Centennial Lane, LLC, a Massachusetts limited liability company.

_____
Notary Public

My Commission Expires:
[apply seal]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this ___ day of July, 2008, before me, the undersigned Notary Public, personally appeared Chun Yan, proved to me through satisfactory evidence of identification, which was: [ ] personally known to me to have the identity claimed; or [ ] examination of Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public

My Commission Expires:
[apply seal]