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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM

MASTER DEED

PHASE I

This Master Deed of The Villages At Marlborough East Condominium made this 6th day of August, 1998.

WITNESSETH that The Villages At Marlborough East Corporation, a Massachusetts Corporation, having a usual place of business at 38 Brigham Street, Marlborough, Middlesex County, MA 01752 (hereinafter referred to as the "Declarant"), being the owner of certain premises in Marlborough, Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said

Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be The Villages At Marlborough East Condominium. The premises which constitute the condominium comprise the land (the "Land") which is situated at 388 Boston Post Road, Marlborough, Middlesex County, MA 01752

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County, Massachusetts together with the improvements and building now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), as shown on a plan entitled, "Phase I Site Plan of The Villages At Marlborough East Condominium Marlborough, Massachusetts" prepared by Bruce Saluk & Associates, Inc. dated July 21, 1998, to be recorded herewith, said plan being the Condominium Plans hereinafter referred to, all which are recorded herewith, said premises being bounded and described as set forth on the attached Schedule A. The Villages At Marlborough East Condominium Phase I consists of ten (10) units and is the first phase of a Ten (10) Phase ( with the right and reservation to create multiple sub-phases) Condominium. Said Declarant reserves the right, but not the obligation, to create additional phases, including any part thereof as shown on the plans hereinbefore mentioned. When and if all Phases are completed, the Condominium will contain one hundred and two (102) units. Said Phase I consists of Two (2) buildings, Building Number 1 containing six (6) units and Building Number Three (3) containing four (4) units, each having access through a private road named Village Drive to Boston Post Road, Marlborough, Middlesex County, Massachusetts, all as shown on the Condominium Plans which shows the layout, location, unit numbers and dimensions of the units as built. Said premises

are submitted to the provisions of Chapter 183A and are subject to the right and easement hereby reserved by the Declarant to construct the buildings, parking areas and roadways designated as Phases II through X as shown on the Condominium Plans hereinabove referred to. The Declarant also reserves the right to have as an appurtenance to the construction of Phases II through X an easement to pass and repass over the said land, including the right to store equipment and supplies, so far as the same are necessary and convenient for the construction of the said Phases II through X. The Declarant, its successors and assigns, shall have such right and easement to use driveways and walkways affording access to the said premises including the right and easement to construct additional driveways and walkways to serve the said buildings in Phases II through X provided that such easement for access and construction shall not interfere with the access of the owners of the units in Phase I to their units.

The Declarant further reserves the right in the construction and creation of subsequent phases (including the right to create sub phases within one or more phases), to change the order of such phases provided that in all instances the percentage of interest attributable to each such unit then existing shall be determined in a manner in conformity with the provisions of Chapter 183A, as amended.

The Declarant reserves the right to grant easements over, under, through and across the common areas of the Condominium Land and Building for the purpose of installing cable television lines serving

the Units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

## 2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

## 3. LEGAL ORGANIZATION

The Villages At Marlborough East Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the board of governors of the Association from time to time.

The Villages At Marlborough East Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate the aforesaid Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit Ownership in

the aforesaid Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be three governors appointed by the Declarant (including successors in the event of vacancy) who shall serve until the fourth annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and Unit Owners. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

#### 4. DESCRIPTION OF BUILDING

Phase I of the Condominium consists of two (2) buildings,

Building Number 1 containing six (6) units and Building Number Three (3) containing four (4) units and each having access through a walkway, driveway and Village Drive to Boston Post Road, all as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B and shown on the aforesaid Condominium Plans. The building has a masonry foundation, wood frame, wood siding with asphalt shingle roof.

#### 5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area, Location and other descriptive information are as shown on the attached Schedule 3, in the Condominium plans, all of which are incorporated herein and made a part hereof.

#### 6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C, which percentages also reflect anticipated future development of a given order and mix of Units. The Declarant reserves the right to change such order and mix, and the corresponding percentage interest appertaining to the Units, including Units existing before as well as after such change, provided that such percentage interests as modified are in compliance with Chapter 183A, as amended.

## 7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the concrete basement floor or concrete first floor for units without basements;
- b. Ceiling: The plane of the lower surface of attic roof rafters.

- c. Interior Building Walls Between the Units:

The plane of the interior surface of the wall studs facing each Unit.

- d. Exterior Building Walls, Doors and Windows:

The planes of the interior surface of the wall studs or in case of a concrete wall, the interior surface of said concrete wall; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames.

## 8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of

any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the local building permit authority, if required, and pursuant to the plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed. The exterior of the Unit(s) may be modified by the Association or the Association may grant the Owner the right to make such modifications to the exterior of the Unit(s) subject to such rules and regulations and approval process as may be determined by the Association. No modifications or changes of any Unit may be made unless the same is in compliance with the terms and conditions of the Special Permit issued by the City Council of Marlborough, recorded as Instrument Number 365 of November 19, 1997 with the Middlesex South District Registry of Deeds.

9. RESTRICTIONS ON USE OF UNITS

(a) Each Unit is hereby restricted to residential use and occupancy by senior citizens or to a senior citizen and his or her spouse. For purpose of this Master Deed, a senior citizen shall be defined as any person of age 55 or older.

(b) Every sale, resale, or other conveyance of every Unit, whether by the Declarant, or its successors, and or assigns, shall be to a senior citizen, or to the son or daughter of a senior citizen, so long as the senior citizen occupies the Unit owned by his or her son or daughter.

(c) Each Residential Unit shall be occupied by no more than two persons as a single-family residence, except upon written waiver granted by the Board of Governors based upon unusual controlling circumstances which are deemed by the Board of Governors to be a hardship warranting the issuance of such waiver. This waiver provision shall also be applicable to subsection (a) hereunder.

(d) Overnight guests who are not senior citizens shall be allowed for reasonable visitation periods not to exceed two (2) weeks in duration, but children or grandchildren may visit for a period not to exceed two (2) weeks per year, without the written permission of the Board of Governors.

(e) Notwithstanding any provisions of this Section 9, Restrictions on Use of Units, to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit in the Condominium, it shall have the

right to erect and maintain "for sale" signs in and on the Common areas and facilities of the Condominium.

(f) Any lease or rental agreement for any Unit shall be to a senior citizen, or to a senior citizen and his or her spouse, in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium, including the restrictions with respect to occupancy, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements, together with proof of age of all occupants, as executed (with the dollar amount of rent deleted at the unit owners option) shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records. The Board of Governors shall also be furnished at the same time with written acknowledgment of the lessee that the lessee has received copies of and will comply with the provisions of such Master Deed, By-Laws and Rules and Regulations. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease to a senior citizen as defined in Section 9(a) herein, any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

(g) The occupants of each unit shall be entitled to keep two (2) pets, either cat(s) or dog(s) per unit and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pet shall be permanently removed from the property upon three (3) days' notice. There shall be a twenty (20 lb.) Pound weight limit for dogs and all pets shall be indoor pets.

(h) All Units are conveyed subject to the conditions as set forth in the Special Permit issued by the City Council of Marlborough, recorded as Instrument Number 365 of November 19, 1997 with the Middlesex South District Registry of Deeds.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association. Any Unit Owner found by the Massachusetts Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the association in enforcing same.

The Association also reserve the right and easement to enter onto

the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner common interest. Such membership is not assignable or severable from the ownership of such Unit.
- b. The exclusive easement to use the decks, patios or porches adjacent to each Unit, if any there be, as shown on the said condominium plans recorded with the Master Deed which is incorporated herein by reference.
- c. The exclusive easement to use one parking space, each bearing the respective unit number, as shown on the said condominium plans recorded with the Master Deed, which are incorporated hereby by reference.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement(s), if any, as may be granted in the Master Deed or the Unit Deed and as shown on said Condominium

plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

11. COMMON AREAS AND FACILITIES

The common areas and facilities of the aforesaid Condominium comprise and consist of (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on The Villages At Marlborough East Condominium plans annexed hereto; The said Common Areas are further subject to the right and easement of the Declarant to construct, mortgage and lease the structures constituting Phases II through X, and thereafter to submit the same as phases by Amendment to the Master Deed, as provided herein, provided, however, that until amendments are recorded by the Declarant, the structures will remain the property of the Declarant and shall not constitute part of the Condominium; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding and the common walls between the said Units of the building and between Units and the common areas; (c) roof of buildings, all sewer, water, cable and electric

lines, flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, plumbing and other fixtures and kitchen and bathroom cabinets located solely within said Unit service the same exclusively; (d) all such facilities contained within any Unit which serves part of the Condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; (f) in the master television antenna systems and other facilities thereof, if any there be; (g) the parking lot and driveway subject to the exclusive easement of the unit owners; and (h) all other elements and features of the Condominium however designated or described excepting only the Units themselves as herein defined and described.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

## 12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance for the same, shall exist so long as the building stands. An easement for all utilities lines servicing the Units and the Common Areas, including but not limited to all sewer, water, cable, gas and electric lines, flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services, shall exist within the Units and the Common Areas, particularly within the attic and basements of the Units, which easement shall include the right to enter the Units and the Common Areas to construct, replace, repair and maintain said utility lines and services.

## 13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium, in accordance with the provisions of Chapter 183A of

the General Laws of Massachusetts. Any such amendments in subsequent phases to the Units then existing in the condominium as hereinbefore and hereinafter provided shall also be made on the foregoing basis.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the percentage interest of the Units in the Condominium, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

Any amendment involving a change in percentage interest shall, subject to the provisions of Section 16 below, require the assent of all unit owners whose percentage interest is affected by such change. No amendment shall be effective until recorded with the said Registry of Deeds.

Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant, its successors and assigns, reserves the right to construct on the premises such additional Units (or any lesser part thereof) as described in Paragraph 1 and Paragraph 11, and after such construction is substantially completed to amend this Master Deed creating Phases II through X (including any sub phases), as hereinbefore described, and each Unit Owner, his successors, assigns and mortgagees shall, by the acceptance and recording of his Unit Deed under this Master Deed and Amendments thereto, irrevocably appoints the Declarant, its successors, assigns and mortgagees as his attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this Master Deed. The right to amend this Master Deed to add such additional phase or phases shall expire seven (7) years from the date of recording this Master Deed, unless such date is extended by the Declarant. The Declarant reserves the right to extend such date so long as it still owns the rights to develop any of the phases of the Condominium and does so by recorded Amendment to this

Master Deed, prior to the expiration of seven (7) years from the date of the recording of this Master Deed. All future improvements with respect to the phases to be added shall be consistent with the initial improvements in terms of quality of construction.

#### 15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time. Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Law of the Association shall not bar the subsequent re-submission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

#### 16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be

enforceable by any First Mortgagee:

- a. In the even that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to including therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the even of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit by foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;
- 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;
- d. Except as provided by statue in case of condemnation or

substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes subject to such first mortgages, shall be required to:

(i) by any act or omission, seek to abandon or terminate the Condominium; 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 ownership of each Unit in the common areas and facilities.

(iii) partition or subdivide any Unit; or

(iv) by an 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 facilities 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 proceed on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or

(vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:

(a) voting;

(b) assessments, assessment liens or subordination of any such liens;

(c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);

(d) insurance or fidelity bonds;

(e) rights to use common areas;

(f) responsibility for maintenance and repair of several portions of the Condominium;

(g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;

(h) boundaries of any Unit;

(i) the interest in the common areas;

(j) convertibility of Units into common areas or of

common areas into Units;

(k) leasing of Units;

(l) imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, including any right of first refusal or similar restriction;

(m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;

(n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;

(o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(p) any provisions which are for the express benefit of mortgage holders First Mortgagees or eligible insurers or guarantors of first mortgages on Unit.

In addition, prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

~~If an addition or amendment does not constitute a material~~

change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment naming reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, as amended, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provision of this Master Deed of the Condominium Association or its By-Laws 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 taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written

notice of:

- (i) any condemnation loss or any casualty loss which affects a Material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
- (ii) any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

#### 17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium Association entered into by the Declarant prior to the time the Declarant shall have relinquished control of the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

#### 18. BOOKS, RECORDS AND FINANCIAL STATEMENTS

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

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and of the said By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the

By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or described the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event all of the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges,

in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

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In Witness Whereof, the said The Villages At Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Jon Mark Delli Priscoli, its President and Treasurer, this 6th day of August, 1998.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

Jon Mark Delli Priscoli, President and Treasurer,  
and Not Individually

COMMONWEALTH OF MASSACHUSETTS


Middlesex, ss

August 6, 1998

Then personally appeared the above-named Jon Mark Delli Priscoli, President and Treasurer as aforesaid and acknowledged the foregoing to be the free act and deed of The Villages at Marlborough East Corporation, before me..

  
Notary Public:

My Commission Expires:

 Stanley L. Gordon  
NOTARY PUBLIC  
My Commission Expires Dec. 1, 2000

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM

## SCHEDULE A

Those certain parcels of land with the buildings and improvements located thereon, situated on Boston Post Road, Middlesex County, Marlborough, Massachusetts, being shown as Lot 2A and Parcel D containing 15.54 acres of land, more or less, as shown on a plan entitled, "Phase I Site Plan of The Villages At Marlborough East Condominium, Marlborough, Massachusetts", prepared by Bruce Saluk & Associates, Inc., dated July 21, 1998., to be recorded herewith, and to which plan reference may be had for a more particular description.

Said premises is also shown as Parcel D and Lot 2A on a plan entitled "Plan of Land In Marlborough, Mass." owned by John Hartley, Scale: 1"=60', dated September 17, 1997 and recorded with the Middlesex South District Registry of Deeds as Plan No. 1026 of 1997 in Book 27707, Page 301.

Parcel D contains 179,961 square feet of land, or 3.99 acres, more or less, according to said plan.

Lot 2A contains 507,504 square feet of land, or 11.65 acres, more or less according to said plan.

Said premises are conveyed together with the benefit of the rights as set forth in that certain Grant of Easement-Grading, Drainage and access from John Hartley to The Villages At Marlborough East Corporation, recorded as Instrument Number 1458 of November 25, 1997, in Book 27948, Page 354 with the Middlesex South District Registry of Deeds.

Being the same premises conveyed to The Villages At Marlborough East Corporation by deeds recorded as Instrument Number 1459 and 1460 of November 25, 1997, in Book 27948, Page 366, and Book 27948, Page 368, respectively

Said premises are conveyed subject to and with the benefit of easements, rights, restrictions and agreements of record, in so far as the same may be in force and applicable, including but not limited to the following:

1. Grant of Easement-Drainage and Flowage to Grove Development Corp., recorded as Instrument Number 1463 of November 25, 1997 in Book 27948, Page 380 with said Deeds.
2. Grant of Easement-Drainage and Flowage to Alan Greenwald, Trustee of Forest Grove Realty Trust, recorded as Instrument Number 1466 of November 25, 1997 in Book 27948, Page 382, with said Deeds.
3. Terms and conditions of Special Permit issued by the City Council of the City of Marlborough, recorded as Instrument Number 365 of November 19, 1997 in Book , Page , with said Deeds.

BK28949PG101

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM

SCHEDULE B

PHASE I

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE</u>
1	1	70 Village Drive	1796 sf
1	2	68 Village Drive	1796 sf
1	3	66 Village Drive	1796 sf
1	4	64 Village Drive	1796 sf
1	5	62 Village Drive	1804 sf
1	6	60 Village Drive	1804 sf
3	25	22 Village Drive	1796 sf
3	26	20 Village Drive	1796 sf
3	27	19 Village Drive	1804 sf
3	28	16 Village Drive	1804 sf

PHASE II

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE</u>
2	7	56 Village Drive	1796 sf
2	8	54 Village Drive	1804 sf
2	9	52 Village Drive	1804 sf
2	10	50 Village Drive	1796 sf
2	11	48 Village Drive	1796 sf
2	12	46 Village Drive	1821 sf
4	29	12 Village Drive	1796 sf
4	30	10 Village Drive	1804 sf
4	31	8 Village Drive	1804 sf
4	32	6 Village Drive	1796 sf
4	33	4 Village Drive	1796 sf

BK28949PG102

PHASE III

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE</u>
6	13	23 Village Drive	1821 sf
6	14	25 Village Drive	1796 sf
6	15	27 Village Drive	1796 sf
6	16	29 Village Drive	1804 sf
6	17	31 Village Drive	1804 sf
6	18	33 Village Drive	1796 sf
5	19	37 Village Drive	1804 sf
5	20	39 Village Drive	1804 sf
5	21	41 Village Drive	1796 sf
5	22	43 Village Drive	1796 sf
5	23	45 Village Drive	1796 sf
5	24	47 Village Drive	1796 sf

PHASE IV

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
8	34	83 Westminster Drive	1796 sf
8	35	85 Westminster Drive	1804 sf
8	36	87 Westminster Drive	1804 sf
8	37	89 Westminster Drive	1796 sf
8	38	91 Westminster Drive	1796 sf
8	39	93 Westminster Drive	1796 sf
7	40	94 Westminster Drive	1821 sf
7	41	92 Westminster Drive	1796 sf
7	42	90 Westminster Drive	1796 sf

PHASE V

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE</u>
10	43	99 Westminster Drive	1796 sf
10	44	101 Westminster Drive	1796 sf
10	45	103 Westminster Drive	1796 sf
10	46	105 Westminster Drive	1796 sf
10	47	107 Westminster Drive	1796 sf
10	48	109 Westminster Drive	1796 sf
9	49	104 Westminster Drive	1796 sf
9	50	102 Westminster Drive	1796 sf
9	51	100 Westminster Drive	1796 sf
9	52	98 Westminster Drive	1821 sf

PHASE VI

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
12	53	113 Westminster Drive	1821 sf
12	54	115 Westminster Drive	1796 sf
12	55	117 Westminster Drive	1796 sf
12	56	119 Westminster Drive	1804 sf
12	57	121 Westminster Drive	1804 sf
12	58	123 Westminster Drive	1796 sf
11	59	120 Westminster Drive	1804 sf
11	60	118 Westminster Drive	1804 sf
11	61	116 Westminster Drive	1796 sf
11	62	114 Westminster Drive	1796 sf
11	63	112 Westminster Drive	1796 sf
11	64	110 Westminster Drive	1796 sf

PHASE VII

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
13	65	21 Westminster Drive	1804 sf
13	66	25 Westminster Drive	1804 sf
13	67	29 Westminster Drive	1796 sf
13	68	33 Westminster Drive	1804 sf
13	69	37 Westminster Drive	1804 sf
14	70	43 Westminster Drive	1796 sf
14	71	47 Westminster Drive	1804 sf
14	72	51 Westminster Drive	1804 sf
14	73	55 Westminster Drive	1796 sf

PHASE VIII

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
15	74	22 Westminster Drive	1796 sf
15	75	20 Westminster Drive	1796 sf
15	76	18 Westminster Drive	1821 sf
16	77	54 Westminster Drive	1796 sf
16	78	52 Westminster Drive	1796 sf
16	79	50 Westminster Drive	1821 sf

PHASE IX

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
18	80	46 Westminster Drive	1796 sf
18	81	44 Westminster Drive	1796 sf
18	82	42 Westminster Drive	1796 sf
18	83	40 Westminster Drive	1796 sf

PHASE IX CONTINUED

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
18	84	38 Westminster Drive	1804 sf
18	85	36 Westminster Drive	1804 sf
17	86	32 Westminster Drive	1796 sf
17	87	30 Westminster Drive	1804 sf
17	88	28 Westminster Drive	1804 sf
17	89	26 Westminster Drive	1796 sf

PHASE X

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE:</u>
19	90	14 Westminster Drive	1796 sf
19	91	12 Westminster Drive	1804 sf
19	92	10 Westminster Drive	1804 sf
19	93	8 Westminster Drive	1796 sf
20	94	4 Westminster Drive	1796 sf
20	95	2 Westminster Drive	1796 sf
21	96	1 Westminster Drive	1796 sf
21	97	3 Westminster Drive	1821 sf
21	98	5 Westminster Drive	1821 sf
21	99	7 Westminster Drive	1796 sf
21	100	9 Westminster Drive	1796 sf
21	101	11 Westminster Drive	1796 sf
21	102	13 Westminster Drive	1821 sf

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages, but the fee title to the basements and garage(s) as shown on the Condominium Plans are being conveyed to the owner(s) of each unit.

The Unit Designation of each unit, and a statement of its location, approximate area, number of rooms and immediate common area to which it has access and any other data necessary for its proper identification, are shown on the Condominium Plans hereinbefore mentioned and recorded herewith, which is incorporated herein and made a part hereof.

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
SCHEDULE C  
UPON COMPLETION OF PHASE I

PHASE I

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
1	1	70 Village Drive	9.96%
1	2	68 Village Drive	9.96%
1	3	66 Village Drive	9.95%
1	4	64 Village Drive	9.96%
1	5	62 Village Drive	10.06%
1	6	60 Village Drive	10.06%
3	25	22 Village Drive	9.96%
3	26	20 Village Drive	9.96%
3	27	18 Village Drive	10.06%
3	28	16 Village Drive	10.06%

BK28949PG106

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
SCHEDULE C  
UPON COMPLETION OF ALL PHASES

PHASE I

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
1	1	70 Village Drive	0.965%
1	2	68 Village Drive	0.965%
1	3	66 Village Drive	0.965%
1	4	64 Village Drive	0.965%
1	5	62 Village Drive	0.995%
1	6	60 Village Drive	0.995%
3	25	22 Village Drive	0.965%
3	26	20 Village Drive	0.965%
3	27	18 Village Drive	0.995%
3	28	16 Village Drive	0.995%

PHASE II

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
2	7	56 Village Drive	0.965%
2	8	54 Village Drive	0.995%
2	9	52 Village Drive	0.995%
2	10	50 Village Drive	0.965%
2	11	48 Village Drive	0.965%
2	12	46 Village Drive	1.040%
4	29	12 Village Drive	0.965%
4	30	10 Village Drive	0.995%
4	31	8 Village Drive	0.995%
4	32	6 Village Drive	0.965%
4	33	4 Village Drive	0.965%

PHASE III

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
6	13	23 Village Drive	1.040%
6	14	25 Village Drive	0.965%
6	15	27 Village Drive	0.965%
6	16	29 Village Drive	0.995%
6	17	31 Village Drive	0.995%
6	18	33 Village Drive	0.965%

PHASE III CONTINUED

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
5	19	37 Village Drive	0.995%
5	20	39 Village Drive	0.995%
5	21	41 Village Drive	0.965%
5	22	43 Village Drive	0.965%
5	23	45 Village Drive	0.965%
5	24	47 Village Drive	0.965%

PHASE IV

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
8	34	83 Westminster Drive	0.965%
8	35	85 Westminster Drive	0.995%
8	36	87 Westminster Drive	0.995%
8	37	89 Westminster Drive	0.965%
8	38	91 Westminster Drive	0.965%
8	39	93 Westminster Drive	0.965%
7	40	94 Westminster Drive	1.040%
7	41	92 Westminster Drive	0.965%
7	42	90 Westminster Drive	0.965%

PHASE V

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>SQUARE FOOTAGE</u>
10	43	99 Westminster Drive	0.965%
10	44	101 Westminster Drive	0.965%
10	45	103 Westminster Drive	0.965%
10	46	105 Westminster Drive	0.965%
10	47	107 Westminster Drive	0.965%
10	48	109 Westminster Drive	0.965%
9	49	104 Westminster Drive	0.965%
9	50	102 Westminster Drive	0.965%
9	51	100 Westminster Drive	0.965%
9	52	98 Westminster Drive	1.040%

PHASE VI

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
12	53	113 Westminster Drive	1.040%
12	54	115 Westminster Drive	0.965%
12	55	117 Westminster Drive	0.965%
12	56	119 Westminster Drive	0.995%
12	57	121 Westminster Drive	0.995%
12	58	123 Westminster Drive	0.965%

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PHASE VI CONTINUED

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
11	59	120 Westminster Drive	0.995%
11	60	118 Westminster Drive	0.995%
11	61	116 Westminster Drive	0.965%
11	62	114 Westminster Drive	0.965%
11	63	112 Westminster Drive	0.965%
11	64	110 Westminster Drive	0.965%

PHASE VII

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
13	65	21 Westminster Drive	0.995%
13	66	25 Westminster Drive	0.995%
13	67	29 Westminster Drive	0.965%
13	68	33 Westminster Drive	0.995%
13	69	37 Westminster Drive	0.995%
14	70	43 Westminster Drive	0.965%
14	71	47 Westminster Drive	0.995%
14	72	51 Westminster Drive	0.995%
14	73	55 Westminster Drive	0.965%

PHASE VIII

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
15	74	22 Westminster Drive	0.965%
15	75	20 Westminster Drive	0.965%
15	76	18 Westminster Drive	1.040%
16	77	54 Westminster Drive	0.965%
16	78	52 Westminster Drive	0.965%
16	79	50 Westminster Drive	1.040%

PHASE IX

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST</u>
18	80	46 Westminster Drive	0.965%
18	81	44 Westminster Drive	0.965%
18	82	42 Westminster Drive	0.965%
18	83	40 Westminster Drive	0.965%
18	84	38 Westminster Drive	0.995%
18	85	36 Westminster Drive	0.995%
17	86	32 Westminster Drive	0.965%
17	87	30 Westminster Drive	0.995%
17	88	28 Westminster Drive	0.995%
17	89	26 Westminster Drive	0.965%

PHASE X

<u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS.</u>	<u>SQUARE FOOTAGE.</u>
19	90	14 Westminster Drive	0.965±
19	91	12 Westminster Drive	0.995±
19	92	10 Westminster Drive	0.995±
19	93	8 Westminster Drive	0.965±
20	94	4 Westminster Drive	0.965±
20	95	2 Westminster Drive	0.965±
21	96	1 Westminster Drive	0.965±
21	97	3 Westminster Drive	0.995±
21	98	5 Westminster Drive	0.995±
21	99	7 Westminster Drive	0.9655
21	100	9 Westminster Drive	0.965±
21	101	11 Westminster Drive	0.965±
21	102	13 Westminster Drive	1.041±

As of the date of recording of the Master Deed, as amended, the Declarant in setting the percentages as set forth in this Schedule C, has complied with the provisions of Massachusetts General Laws Chapter 183A, as amended and pursuant to the provisions of the Master Deed, including but not limited to Sections 1, 11 and 14 of the same, the Declarant reserves the right and power of attorney to create and add additional Phases to the Condominium, in any order so desired, including the right to include subphases within any such Phase, as well as the right to eliminate any Phases and to modify the percentage of interest so as at all times to be in compliance with the provisions of Chapter 183A, provided, however, that in all instances the total number of units shall not exceed one hundred and two (102). The Declarant anticipates ten (10) Phases, and will modify the percentages of interest of all subsequent Phases in compliance with the provisions of Chapter 183A at the time of creation by Amendment to the Master Deed of such additional Phases or subphases, as the same may be required depending upon the type and mix of units in the future Phases.

BK 29224 PG 549

AMENDMENT NO. 1 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but not limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase 2 of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNERS' ORGANIZATION

The Condominium will be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase 2 is the 2d of ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts, consisting of two buildings, Building No. 2 containing six (6) units and Building No. 4 containing five (5) units, as shown on plans entitled,

"The Villages At Marlborough East Condominium, Phase 2, Building 2, -The Village of Cotsworth-, Village Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyon, Registered Architect No. 5551 and dated 10/9/98, enumerated Building 2 Master Deed, Drawing 1 of 4 through 4 of 4 inclusive, and

"The Villages At Marlborough East Condominium, Phase 2, Building 4, -The Village of Yorkshire-, Village Drive, Marlborough, MA 01752" consisting of three sheets bearing the stamp of John C. Lyon, Registered Architect No. 5551 and dated 9/22/98, enumerated Building 4 Master Deed, Drawing 1 of 3 through 3 of 3 inclusive, and

"Phase 2 Site Plan of the Villages at Marlborough East Condominium, Marlborough, Massachusetts, prepared by Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: October 14, 1998, Scale 1"= 50'".

said plans to be recorded herewith, in Plan Book

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BOOK 28949 PAGE 71

10/15/98 PLAN NUMBER: 8898122  
SEE PLAN IN RECORD BOOK PAGE 541

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3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase 2 of the Condominium consists of two buildings, Building No. 2 containing six (6) units and Building No. 4 containing five (5) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on the attached Schedule A.

4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase 2 of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

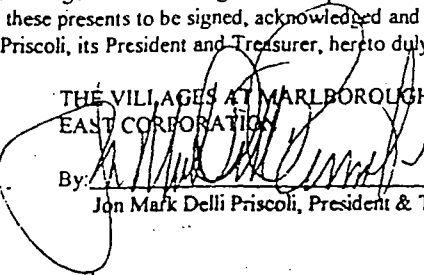
Each of the units included in Phase 2 shall be subject to all of the provisions of the said Master Deed, as amended, the By-Laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Jon Mark Delli Priscoli, its President and Treasurer, hereto duly authorized this 15<sup>th</sup> day of October, 1998.

THE VILLAGES AT MARLBOROUGH  
EAST CORPORATION

By:   
Jon Mark Delli Priscoli, President & Treasurer

BK29224PG551

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

October 15, 1998

Then personally appeared the above-named Jon Mark Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, Inc., before me

Rosalie E. Amolinsky  
Notary Public  
My commission expires: March 1, 2002

BK 29224 PG 552

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE 2  
SCHEDULE A

Unit designation, type, number of floors, number of rooms, location and other description information:

UNIT NO.	BUILDING NO.	SQUARE FOOTAGE	TYPE OF UNIT
7	2	1796 sf	A
8	2	1804 sf	B
9	2	1804 sf	B
10	2	1796 sf	A
11	2	1796 sf	A
12	2	1821 sf	C
29	4	1796 sf	A
30	4	1804 sf	B
31	4	1804 sf	B
32	4	1796 sf	A
33	4	1796 sf	A

Key: BR = Bedroom; BA = Full Bathroom; 1/2BA = Half Bathroom; K = Kitchen; DR = Dining Room; LR = Living Room; LR/DR = Combination Living Room and Dining Room; and G = Garage.

Each "A" unit contains: A basement;  
On the first floor: 1BR, K, LR/DR, BA, 1/2BA, G  
On the second floor: BA, BR, LOFT

Each "B" unit contains: A basement;  
On the first floor: 2BR, 2BA, LR, DR, K, G  
On the second floor: LOFT

Each "C" unit contains: A basement;  
On the first floor: 2BR, 2BA, LR, DR, K, G  
On the second floor: LOFT

Each unit has the exclusive easement to use one parking space as may be designated in writing by the Board of Governors.

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**

PHASE 2  
SCHEDULE B

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>PHASE</u>	<u>PERCENTAGE OF INTEREST IN COMPLETED PHASES</u>
1	1	1	4.751
2	1	1	4.751
3	1	1	4.751
4	1	1	4.751
5	1	1	4.772
6	1	1	4.772
25	3	1	4.751
26	3	1	4.751
27	3	1	4.772
28	3	1	4.772
7	2	2	4.751
8	2	2	4.772
9	2	2	4.772
10	2	2	4.751
11	2	2	4.751
12	2	2	4.817
29	4	2	4.751
30	4	2	4.772
31	4	2	4.772
32	4	2	4.751
33	4	2	4.751

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentage of interests in Phases 1 through Phase 10 in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

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AMENDMENT NO. 2 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM

PHASE III SUB-PHASE "A"

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but not limited to, Paragraphs 1, 13 and 14 of said Master Deed; by virtue of this amendment, does hereby create Phase III, Sub-phase "A" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

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1. UNIT OWNERS' ORGANIZATION

The Condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed

2. DESCRIPTION OF PREMISES

Said Phase III is the 3d of ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts. Sub-Phase "A" of said Phase III, consists of one building, Building No. 5 containing six (6) units as shown on plans entitled

"The Villages At Marlborough East Condominium, Phase 3, Subphase "A", Building 5, -The Village of Essex-, Village Drive, Marlborough, MA 01752" consisting of three sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated 12/13/98, enumerated Building 5 Master Deed, Drawings 1, 2 and 3 inclusive, and a plan entitled

"Phase 3 (Subphase "A") Site Plan of the Villages at Marlborough East Condominium, Marlborough, Massachusetts, prepared by Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: December 21, 1998, Scale 1" = 50' "

said plans to be recorded herewith, in Plan Book . Page

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SEE PLAN IN RECORD BOOK

#1401

### 3 DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium shall consist *in toto* of two buildings, Buildings No. 5 and 6. This Phase III Sub-Phase "A" of the Condominium consists of one building, Building No. 5, containing six (6) units, as shown on the Condominium plans heretofore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on the attached Schedule A.

### 4 BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed heretofore referred to.

### 5 PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

### 6 COMMON AREAS AND FACILITIES

The common areas and facilities of Phase III Subphase "A" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and heretofore referenced.

### 7 INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase III Subphase "A" shall be subject to all of the provisions of the said Master Deed, as amended, the By-Laws of the Association and such rules and regulations as may now or hereafter be established.

### 8 RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase as well as the right to eliminate any phases and modify the percentage of interest, and at times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentage of interest in Phases I through Phase 10 in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

BK 29569PG522

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Jon Mark Delli Priscoli, its President and Treasurer, hereto duly authorized this 22 day of December, 1998

THE VILLAGES AT MARLBOROUGH  
EAST CORPORATION

By [Signature]  
Jon Mark Delli Priscoli, President & Treasurer  
and not personally

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

December 22, 1998

Then personally appeared the above-named Jon Mark Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, Inc., before me

[Signature]  
Notary Public

My commission expires

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE III SUBPHASE A  
SCHEDULE A**

Unit designation, type, number of floors, number of rooms, location and other description information

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
19	5	1804 sf	B
20	5	1804 sf	B
21	5	1796 sf	A-1
22	5	1796 sf	A-1
23	5	1796 sf	A-1
24	5	1796 sf	A-1 (2-car garage)

Square footages are approximate calculations only and include the first and second floors. The square footage of basements are excluded from these estimated square footages.

Key: BR = Bedroom, BA = Full Bathroom, 1/2BA = Half Bathroom, K = Kitchen, DR = Dining Room, LR = Living Room, LR/DR = Combination Living Room and Dining Room, and G = Garage

Each "A-1" unit contains  
 A basement,  
 On the first floor 1BR, K, LR/DR, BA, 1/2BA, G  
 On the second floor BA, BR, LOU

Each "A-1 (2-car garage)" unit contains  
 A basement,  
 On the first floor 1BR, K, LR/DR, BA, 1/2BA, 2G  
 On the second floor BA, BR, LOU

Each "B" unit contains  
 A basement,  
 On the first floor 2BR, 2BA, LR, DR, K, G  
 On the second floor LOU

Each unit has the exclusive easement to use one parking space as may be designated in writing by the Board of Governors

BK 29569PG524

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE III SUBPHASE A

SCHEDULE B

UNIT NO.	BUILDING NO.	PHASE	PERCENTAGE OF INTEREST IN COMPLETED PHASES
1	1	1	3.696%
2	1	1	3.696%
3	1	1	3.696%
4	1	1	3.696%
5	1	1	3.696%
6	1	1	3.712%
		1	3.712%
25	3		
26	3	1	3.696%
27	3	1	3.696%
28	3	1	3.712%
		1	3.712%
7	2		
8	2	2	3.696%
9	2	2	3.712%
10	2	2	3.712%
11	2	2	3.696%
12	2	2	3.696%
		2	3.747%
29	4		
30	4	2	3.696%
31	4	2	3.712%
32	4	2	3.712%
33	4	2	3.696%
		2	3.696%
19	5		
20	5	3 Subphase A	3.712%
21	5	3 Subphase A	3.712%
22	5	3 Subphase A	3.696%
23	5	3 Subphase A	3.696%
24	5	3 Subphase A	3.696%
		3 Subphase A	3.696%

BK29870F6194

**AMENDMENT NO. 3 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**

**PHASE III SUB-PHASE "B"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but not limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase III, Sub-phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The Condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Associations, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase III Sub-Phase "B" is the second sub-phase of the 3d of ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts. Sub-Phase "B" of said Phase III, which consists of one building, Building No. 6 containing six (6) units as shown on plans entitled:

"The Villages at Marlborough East Condominium, Phase III, Sub-phase "B", Building 6, The Village of Essex, Village Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated February 9, 1999, enumerated Building 6, Master Deed, Drawings 1, 2, 3 and 4 inclusive, and a plan entitled:

said plans to be recorded <sup>herewith</sup> herein, in Plan Book \_\_\_\_\_, Page \_\_\_\_\_.

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase III of the Condominium shall consist *in toto* of two buildings, Building No. 5 and Building No. 6. This Phase III Sub-Phase "B" of the Condominium consists of one building, Building No. 6, containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

MARSHALL REFERENCE REGISTERED
# 799 of 8-10-98
BOOK 29949 PAGE 71

03/02/99 PLAN NUMBER: 00000221  
SEE PLAN IN RECORD BOOK 29870 PAGE 190

MSD 03/02/99 04:02:20 1152 10.00

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase III Sub-Phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase III Sub-Phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the By-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase 10 in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President, Jon Mark Delli Prisco, hereto duly authorized this 1<sup>st</sup> day of March, 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

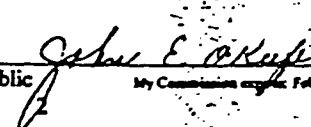
Jon Mark Delli Prisco, President and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

March / , 1999

Then personally appeared the above-named Jon Mark Delli Prisco, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

Notary Public 

My Commission expires February 18, 2005

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE III SUB-PHASE "B"  
SCHEDULE "A"

Unit designation, type, number of floors, number of rooms, location and other description information:

UNIT NO.	BUILDING NO.	SQUARE FOOTAGE	TYPE OF UNIT
13	6	1821 sf	"C"
14	6	1796 sf	"A"
15	6	1796 sf	"A"
16	6	1804 sf	"B"
17	6	1804 sf	"B"
18	6	1796 sf	"A"

Square footages are approximate calculations only and include the first and second floors. The square footage of basements is excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; 1/2BA = Half Bathroom; K = Kitchen; DR = Dining Room; LR = Living Room; LR/DR = Combination Living Room and Dining Room; and G = Garage.

Each "A" unit contains: A basement;  
On the first floor: 1BR, K, LR/DR, BA, 1/2BA, G  
on the second floor: BA, BR, Loft

Each "B" unit contains: A basement;  
On the first floor: 2BR, 2BA, LR, DR, K, G  
on the second floor: Loft

Each "C" unit contains: A basement;  
On the first floor: 2BR, K, LR, DR, BA, 1/2BA, G  
On the second floor: Loft

Each unit has the exclusive easement to use one parking space as may be designated in writing by the Board of Governors.

BK29870P6197

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE III SUB-PHASE "B"

## SCHEDULE B

BUILDING NO.	PHASE	PERCENTAGE OF INTEREST IN COMPLETED PHASES
1	1	3.023%
2	1	3.023%
3	1	3.023%
4	1	3.023%
5	1	3.036%
6	1	3.036%
25	3	3.023%
26	3	3.023%
27	3	3.036%
28	3	3.036%
7	2	3.023%
8	2	3.036%
9	2	3.036%
10	2	3.023%
11	2	3.023%
12	2	3.065%
29	4	3.023%
30	4	3.036%
31	4	3.036%
32	4	3.023%
33	4	3.023%
19	5	3 SUB-PHASE A 3.036%
20	5	3 SUB-PHASE A 3.036%
21	5	3 SUB-PHASE A 3.023%
22	5	3 SUB-PHASE A 3.023%
23	5	3 SUB-PHASE A 3.023%
24	5	3 SUB-PHASE A 3.023%
13	6	3 SUBPHASE B 3.065%
14	6	3 SUBPHASE B 3.023%
15	6	3 SUBPHASE B 3.023%
16	6	3 SUBPHASE B 3.036%
17	6	3 SUBPHASE B 3.036%
18	6	3 SUBPHASE B 3.023%

RECEIVED - PLANNING  
HARRIS COUNTY  
COUNTY OF DEEDS  
SOUTHERN DISTRICT  
JAN 23 1988  
REGISTERED

**AMENDMENT NO. 5 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE V SUB-PHASE "A"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase V, Sub-Phase "A" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase V, Sub-Phase "A" is the first sub-phase of the 5<sup>th</sup> of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts. Sub-Phase "A" of said Phase V, which consists of one building; Building No. 9 containing four (4) units as shown on plans entitled:

"The Villages at Marlborough East Condominium, Phase 5, Sub-Phase "A", Building 9, The Village of Staffordshire, Westminster Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lynn, Massachusetts Registered Architect No. 5551 and dated May 5, 1999, enumerated Building 9, Master Deed, Drawings 1, 2, 3 and 4 and on a plan entitled:

"The Villages at Marlborough East Condominium, (Phase 5-Subphase "A"- Building 9)-The Village of Staffordshire-Westminster Drive, Marlborough, MA 01752, prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: May 26, 1999, Scale 1"=50' "

said plans to be recorded herein and in Book . Page

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase V of the Condominium shall consist in toto of two buildings, Building No. 9 and Building No. 10. This Phase V, Sub-Phase "A" of the Condominium consists of one building, Building No. 9, containing four (4) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

MSJ 06/01/99 03:47:08 1496 10.00

DEF PLAN IN RECORD BOOK 30245-339

06/01/99 PLAN NUMBER: 00000377

BK30245PG340

THE VILLAGES AT MARLBOROUGH EAS CONDOMINIUM  
PHASE V SUB-PHASE "A"

Unit designation, type, number of floors, number of rooms, location and other description information:

UNIT NO.	BUILDING NO.	SQUARE FOOTAGE	TYPE OF UNIT
49	9	1796 sf	A-1 (2 car garage)
50	9	1591sf	A-2
51	9	1591sf	A-2
52	9	1717 sf	C-2 (2 car garage)

Square footages are approximate calculations only and include the first and second floors. The square footage of basements is excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; 1/2 BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:  
(2 car garage)

A basement;	
On the first floor	1BR, K, LR, DR, BA, 1/2 BA, 2G
On the second floor:	LOFT, BA, BR

Each "A-2" unit contains:

A basement;	
On the first floor:	2BR, K, LR, DR, 2BA, G
On second floor:	LOFT

Each "C-2" unit contains:  
(2 car garage)

A basement;	
On the first floor	2BR, K, LR, DR, 2BA, 2G
On the second floor:	LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

DK30245PG341

The Villages at Marlborough East Condominium  
Phase V Sub-Phase "A"

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	2.519%
2	1	1	2.519%
3	1	1	2.519%
4	1	1	2.519%
5	1	1	2.530%
6	1	1	2.530%
25	3	1	2.519%
26	3	1	2.519%
27	3	1	2.530%
28	3	1	2.530%
7	2	2	2.519%
8	2	2	2.530%
9	2	2	2.530%
10	2	2	2.519%
11	2	2	2.519%
12	2	2	2.554%
29	4	2	2.519%
30	4	2	2.530%
31	4	2	2.530%
32	4	2	2.519%
33	4	2	2.519%
19	5	3 Sub-Phase A	2.530%
20	5	3 Sub-Phase A	2.530%
21	5	3 Sub-Phase A	2.519%
22	5	3 Sub-Phase A	2.519%
23	5	3 Sub-Phase A	2.519%
24	5	3 Sub-Phase A	2.519%
13	6	3 Sub-Phase B	2.554%
14	6	3 Sub-Phase B	2.519%
15	6	3 Sub-Phase B	2.519%
16	6	3 Sub-Phase B	2.530%
17	6	3 Sub-Phase B	2.530%
18	6	3 Sub-Phase B	2.519%
40	7	4 Sub-Phase A	2.540%
41	7	4 Sub-Phase A	2.531%
42	7	4 Sub-Phase A	2.519%
49	9	5 Sub-Phase A	2.519%
50	9	5 Sub-Phase A	2.531%
51	9	5 Sub-Phase A	2.531%
52	9	5 Sub-Phase A	2.408%

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase V, Sub-Phase "A" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase V, Sub-Phase "A" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President, Jon Mark Delli Priscoli, hereto duly authorized this 27th day of May, 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

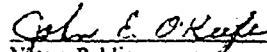
Jon Mark Delli Priscoli, President and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

May 27 1999

Then personally appeared the above-named Jon Mark Delli Priscoli, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

  
Notary Public

My Commission expires February 18, 2003

(# 41300-00000000)

BK 30303PG392

AMENDMENT NO. 6 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE IV SUB-PHASE "B"

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Delcarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase IV, Sub-Phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNER'S ORGANIZATION

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase IV, Sub-Phase "B" is the second sub-phase of the fourth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts. Sub-Phase "B" of said Phase IV, which consists of one building; Building No. 8 containing six (6) units as shown on plans entitled:

"The Villages at Marlborough East Condominium, Phase IV-Sub-Phase B- Building 8 The Village of Oxford, Westminster Drive, Marlborough, MA 01752" consisting of five sheets bearing the stamp of John C. Eyon, Massachusetts Registered Architect No. 5551 and dated June 14, 1999, enumerated Building 8, Master Deed, Drawings 1, 2, 3, 4 and 5 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase IV-Subphase "B"- Building 8)-The Village of Oxford-Westminster Drive, Marlborough, MA 01752, prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: June 11, 1999 Scale 1"=50'."

said plans to be recorded herein and in Book . Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase IV of the Condominium shall consist *in toto* of two buildings, Building No. 7 and Building No. 8. This Phase IV, Sub-Phase "B" of the Condominium consists of one building, Building No. 8, containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

SEP 16 1999 03:14:26 1263 10.00  
RECORD BOOK 1263 PAGE 799-311 PL# 653

28949 11

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase IV, Sub-Phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase IV, Sub-Phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President, Jon Mark Delli Priscoli, hereto duly authorized this 6 day of June, 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

Jon Mark Delli Priscoli, President and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

June 6, 1999

Then personally appeared the above-named Jon Mark Delli Priscoli, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

  
Notary Public

My commission expires February 18, 2005

BK 30303PG394

The Villages at Marlborough East Condominium  
Phase IV Sub-Phase "B"

## Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	2.175%
2	1	1	2.175%
3	1	1	2.175%
4	1	1	2.175%
5	1	1	2.184%
6	1	1	2.184%
25	3	1	2.175%
26	3	1	2.175%
27	3	1	2.184%
28	3	1	2.184%
7	2	2	2.175%
8	2	2	2.184%
9	2	2	2.184%
10	2	2	2.175%
11	2	2	2.175%
12	2	2	2.205%
29	4	2	2.175%
30	4	2	2.184%
31	4	2	2.184%
32	4	2	2.175%
33	4	2	2.175%
19	5	3/Sub-Phase A	2.184%
20	5	3/Sub-Phase A	2.184%
21	5	3/Sub-Phase A	2.175%
22	5	3/Sub-Phase A	2.175%
23	5	3/Sub-Phase A	2.175%
24	5	3/Sub-Phase A	2.175%
13	6	3/Sub-Phase B	2.205%
14	6	3/Sub-Phase B	2.175%
15	6	3/Sub-Phase B	2.175%
16	6	3/Sub-Phase B	2.184%
17	6	3/Sub-Phase B	2.184%
18	6	3/Sub-Phase B	2.175%
40	7	4/Sub-Phase A	2.193%
41	7	4/Sub-Phase A	1.926%
42	7	4/Sub-Phase A	2.175%
49	9	5/Sub-Phase A	2.175%
50	9	5/Sub-Phase A	1.926%
51	9	5/Sub-Phase A	1.926%
52	9	5/Sub-Phase A	2.079%
34	8	4/Sub-Phase B	2.177%
35	8	4/Sub-Phase B	2.184%
36	8	4/Sub-Phase B	2.184%
37	8	4/Sub-Phase B	2.177%
38	8	4/Sub-Phase B	2.758%
39	8	4/Sub-Phase B	2.177%

BK 30303PG 395

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE IV SUB-PHASE "B"**

**Schedule A**

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
34	8	1798 sf	A-1
35	8	1804 sf	B
36	8	1804 sf	B
37	8	1798 sf	A-1
38	8	2278 sf	A-2
39	8	1798 sf	A-1(2 Car Garage)

Square footages are approximate calculations only and include the first and second floors. The square footage of basements is excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; 1/2 BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:	A basement: On the first floor On the second floor:	1BR, K LR/DR, BA, 1/2 BA, G LOFT, BA, BR
Each "A-1" unit contains: (2 car garage)	A basement: On the first floor On the second floor:	1BR, K LR/DR, BA, 1/2 BA, 2G LOFT, BA, BR
Each "A-2" unit contains:	A basement: On the first floor: On second floor:	2BR, K, LR/DR, 2BA, G LOFT
Each "B" unit contains:	A basement: On the first floor: On the second floor:	2BR, K, DR, LR, 2BA, G LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

6K30473PG311

4N

**AMENDMENT NO. 7 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**

**PHASE V SUB-PHASE "B"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Delcarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase V, Sub-Phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase V, Sub-Phase "B" is the second sub-phase of the fifth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts. Sub-Phase "B" of said Phase V, which consists of one building; Building No. 10 containing six (6) units as shown on plans entitled:

"The Villages at Marlborough East Condominium, Phase V Sub-Phase "B"  
Building 10 The Village of Staffordshire-Westminster Drive, Marlborough, MA 01752  
consisting of four sheets bearing the stamp of John C. Lyon, Massachusetts  
Registered Architect No. 5551 and dated July 15, 1999, enumerated Building 10,  
Master Deed, Drawings 1, 2, 3 and 4 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase V-Sub-Phase "B"- Building  
10)-The Village of Staffordshire-Westminster Drive, Marlborough, MA 01752,  
prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576  
Boston Post Road, Marlborough, MA 01752, Date: July 16, 1999 Scale: 1"=50' "  
said plans to be recorded herein and in Book , Page

**DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase V of the Condominium consists *in toto* of two buildings, Building No. 9 and Building No. 10. This Phase V, Sub-Phase "B" of the Condominium consists of one building, Building No. 10, containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, clapboard siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

SEE PLAN IN RECORD BOOK 30473 PAGE 306-310

Plan No. 174

MSD 07/28/99 00:25:31 10% 10.00

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase V, Sub-Phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase V, Sub-Phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its Clerk, David A. Franchi, hereto duly authorized this 27<sup>th</sup> day of July, 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

For authority see certificate of  
vote recorded with Middlesex  
South District Deeds in Book  
23968 Page 539

By:

David A. Franchi, Clerk  
David A. Franchi, Clerk and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

July 27, 1999

Then personally appeared the above-named David A. Franchi, Clerk as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

John E. O'Keefe  
Notary Public

My commission expires: February 18, 2003

BK 30473PG313

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE V SUB-PHASE "B"**

**Schedule A**

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
43	10	1796 sf	A-1/end (2 car garage)
44	10	1591 sf	A-1
45	10	1898 sf	D-1 (2 car garage)
46	10	1591 sf	A-1
47	10	1591 sf	A-1
48	10	1591 sf	A-1/end

Square footages are approximate calculations only and include the first and second floors. The square footage of basements is excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room, and G = Garage.

Each "A-1" unit contains:

A basement;  
On the first floor: 1BR, K LR/DR, BA, ½ BA, G  
On the second floor: LOFT, BA, BR

Each "A-1" unit contains:  
(2 car garage)

A basement;  
On the first floor: 1BR, K LR/DR, BA, ½ BA, 2G  
On the second floor: LOFT, BA, BR

Each "D" unit contains:  
(2 car garage)

A basement;  
On the first floor: 2BR, K, LR, DR, 2BA, 2G  
On second floor: LOFT, BA, BR

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

BK 30473PG314  
The Villages at Marlborough East Condominium  
Phase V Sub-Phase "B"

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	
2	1	1	1.939%
3	1	1	1.939%
4	1	1	1.939%
5	1	1	1.939%
6	1	1	1.947%
25	3	1	1.947%
26	3	1	1.939%
27	3	1	1.939%
28	3	1	1.947%
7	2	2	1.947%
8	2	2	1.939%
9	2	2	1.947%
10	2	2	1.947%
11	2	2	1.939%
12	2	2	1.939%
29	4	2	1.966%
30	4	2	1.939%
31	4	2	1.947%
32	4	2	1.947%
33	4	2	1.939%
19	5	3/Sub-Phase A	1.939%
20	5	3/Sub-Phase A	1.947%
21	5	3/Sub-Phase A	1.947%
22	5	3/Sub-Phase A	1.939%
23	5	3/Sub-Phase A	1.939%
24	5	3/Sub-Phase A	1.939%
13	6	3/Sub-Phase B	1.939%
14	6	3/Sub-Phase B	1.966%
15	6	3/Sub-Phase B	1.939%
16	6	3/Sub-Phase B	1.939%
17	6	3/Sub-Phase B	1.947%
18	6	3/Sub-Phase B	1.947%
40	7	4/Sub-Phase A	1.939%
41	7	4/Sub-Phase A	2.193%
42	7	4/Sub-Phase A	1.717%
49	9	5/Sub-Phase A	1.939%
50	9	5/Sub-Phase A	1.717%
51	9	5/Sub-Phase A	1.717%
52	9	5/Sub-Phase A	1.853%
34	8	4/Sub-Phase B	1.941%
35	8	4/Sub-Phase B	1.947%
36	8	4/Sub-Phase B	1.947%
37	8	4/Sub-Phase B	1.941%
38	8	4/Sub-Phase B	2.459%
39	8	4/Sub-Phase B	1.941%
43	10	5/Sub-Phase B	1.941%
44	10	5/Sub-Phase B	1.939%
45	10	5/Sub-Phase B	1.717%
46	10	5/Sub-Phase B	2.049%
47	10	5/Sub-Phase B	1.717%
48	10	5/Sub-Phase B	1.717%

5K30586F3144  
PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase VI, Sub-Phase "A" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase VI, Sub-Phase "A" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

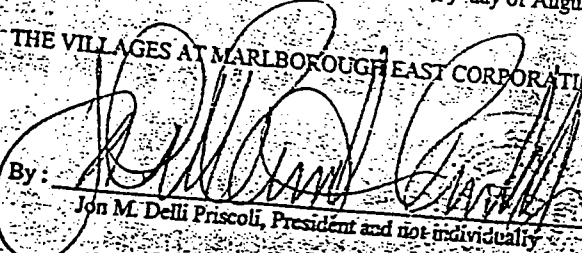
8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President, Jon M. Delli Priscoli, hereto duly authorized this 25<sup>th</sup> day of August 1999.


THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By:   
Jon M. Delli Priscoli, President and not individually

MIDDLESEX COUNTY COMMONWEALTH OF MASSACHUSETTS

August 25, 1999

Then personally appeared the above-named Jon M. Delli Priscoli, President as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

  
Notary Public  
My Commission Expires February 18, 2003

0K30586PG145  
THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VI SUB-PHASE "A"

Schedule B - Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.736%
2	1	1	1.736%
3	1	1	1.736%
4	1	1	1.736%
5	1	1	1.744%
6	1	1	1.744%
25	3	1	1.736%
26	3	1	1.736%
27	3	1	1.744%
28	3	1	1.744%
7	2	2	1.736%
8	2	2	1.744%
9	2	2	1.744%
10	2	2	1.736%
11	2	2	1.736%
12	2	2	1.760%
29	4	2	1.736%
30	4	2	1.744%
31	4	2	1.744%
32	4	2	1.736%
33	4	2	1.736%
19	5	3/Sub-Phase A	1.744%
20	5	3/Sub-Phase A	1.744%
21	5	3/Sub-Phase A	1.736%
22	5	3/Sub-Phase A	1.736%
23	5	3/Sub-Phase A	1.736%
24	5	3/Sub-Phase A	1.736%
13	6	3/Sub-Phase B	1.760%
14	6	3/Sub-Phase B	1.736%
15	6	3/Sub-Phase B	1.736%
16	6	3/Sub-Phase B	1.744%
17	6	3/Sub-Phase B	1.744%
18	6	3/Sub-Phase B	1.736%
40	7	4/Sub-Phase A	1.751%
41	7	4/Sub-Phase A	1.538%
42	7	4/Sub-Phase A	1.736%
49	9	5/Sub-Phase A	1.736%
50	9	5/Sub-Phase A	1.538%
51	9	5/Sub-Phase A	1.538%
52	9	5/Sub-Phase A	1.660%
34	8	4/Sub-Phase B	1.738%
35	8	4/Sub-Phase B	1.744%
36	8	4/Sub-Phase B	1.744%
37	8	4/Sub-Phase B	1.738%
38	8	4/Sub-Phase B	2.202%
39	8	4/Sub-Phase B	1.738%
43	10	5/Sub-Phase B	1.736%
44	10	5/Sub-Phase B	1.538%
45	10	5/Sub-Phase B	1.835%
46	10	5/Sub-Phase B	1.538%
47	10	5/Sub-Phase B	1.538%
48	10	5/Sub-Phase B	1.538%

BK30586PG146

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VI SUB-PHASE "A"

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
59	11	1804 sf	B
60	11	1804 sf	B
61	11	1796 sf	A-1
62	11	1796 sf	A-1
63	11	1796 sf	A-1
64	11	1796 sf	A-1/end 2 car garage

Square footages are approximate calculations only and include the first and second floors. The square footage of basements is excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; 1/2 BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:

A basement;

On the first floor

On the second floor:

1BR, K LR/DR, BA, 1/2 BA, G  
LOFT, BA, BR

Each "A-1" unit contains:  
(2 car garage)

A basement;

On the first floor

On the second floor:

1BR, K LR/DR, BA, 1/2 BA, 2G  
LOFT, BA, BR

Each "B" unit contains:

A basement;

On the first floor:

On second floor:

2BR, K, LR, DR, 2BA, G  
LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

BN30586PG147

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VI SUB-PHASE "A"

Schedule B -- Page 2

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
59	11	6/Sub-Phase A	1.744
60	11	6/Sub-Phase A	1.744
61	11	6/Sub-Phase A	1.736
62	11	6/Sub-Phase A	1.736
63	11	6/Sub-Phase A	1.736
64	11	6/Sub-Phase A	1.736

REGISTERED

**AMENDMENT NO. 9 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VI SUB-PHASE "B"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase VI, Sub-Phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase VI, Sub-Phase "B" is the second sub-phase of the sixth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building; Building No. 12 containing six (6) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase VI, Sub-Phase B. Building 12-The Village of Canterbury-Westminster Drive, Marlborough, MA 01752" consisting of five sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated September 19, 1999, enumerated Building 12, Master Deed, Drawings 1, 2, 3, 4 and 5 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase 6-Subphase "B"- Building 12)-The Village at Canterbury-Westminster Drive, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: September 22, 1999 Scale: 1"=50' said plans to be recorded herein and in Book \_\_\_\_\_ Page \_\_\_\_\_

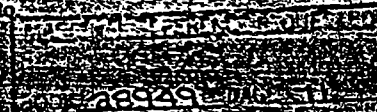
**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase VI of the Condominium consists *in toto* of two buildings, Building No. 11 and Building No. 12. This Phase VI, Sub-Phase "B" of the Condominium consists of one building, Building No. 12, containing six (6) units as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, concrete fiber siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

Property: 113-115-117-119-121-123  
Westminster Dr Marlborough  
MSD 09/23/99 09:10:11  
SEE PLAN IN RECORD BOOK 30684 PAGE 227-225  
1058



5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase VI, Sub-Phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase VI, Sub-Phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 22<sup>nd</sup> day of September 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

Jon M. Delli Priscoli, President and Treasurer  
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

September 22, 1999

Then personally appeared the above-named Jon M. Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me:

  
Notary Public

My commission expires February 12, 2003

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 9 TO THE MASTER DEED  
PHASE VI SUB-PHASE "B"

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
53	12	1720 sf	C-2/2 car garage
54	12	1796 sf	A-1
55	12	1796 sf	A-1
56	12	1804 sf	B-1
57	12	1804 sf	B-1
58	12	1796 sf	A-1/end

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:

A basement;	
On the first floor	1BR, K LR/DR, BA, ½ BA, G
On the second floor:	LOFT, BA, BR

Each "A-1" unit contains:

A basement;	
On the first floor	1BR, K LR/DR, BA, ½ BA, G
On the second floor:	LOFT, BA, BR

Each "B" unit contains:

A basement;	
On the first floor:	2BR, K, LR, DR, 2BA, G
On second floor:	LOFT

Each "C-2" unit contains:

(2 car garage)	A basement;
	On the first floor:
	on second floor:
	2BR, K, LR, DR, BA, ½ BA, 2G
	Loft

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 9 TO THE MASTER DEED  
PHASE VI SUB-PHASE "A"  
Schedule B - Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.532%
2	1	1	1.588%
3	1	1	1.592%
4	1	1	1.592%
5	1	1	1.588%
6	1	1	1.719%
25	3	1	1.532%
26	3	1	1.592%
27	3	1	1.592%
28	3	1	1.588%
7	2	2	1.719%
8	2	2	1.592%
9	2	2	1.592%
10	2	2	1.588%
11	2	2	1.588%
12	2	2	1.588%
29	4	2	1.532%
30	4	2	1.532%
31	4	2	1.588%
32	4	2	1.588%
33	4	2	1.532%
19	5	3/Sub-Phase A	1.532%
20	5	3/Sub-Phase A	1.588%
21	5	3/Sub-Phase A	1.489%
22	5	3/Sub-Phase A	1.588%
23	5	3/Sub-Phase A	1.592%
24	5	3/Sub-Phase A	1.592%
13	6	3/Sub-Phase B	1.532%
14	6	3/Sub-Phase B	1.489%
15	6	3/Sub-Phase B	1.588%
16	6	3/Sub-Phase B	1.592%
17	6	3/Sub-Phase B	1.592%
18	6	3/Sub-Phase B	1.532%
40	7	4/Sub-Phase A	1.569%
41	7	4/Sub-Phase A	1.378%
42	7	4/Sub-Phase A	1.556%
49	9	5/Sub-Phase A	1.588%
50	9	5/Sub-Phase A	1.378%
51	9	5/Sub-Phase A	1.378%
52	9	5/Sub-Phase A	1.487%
34	8	4/Sub-Phase B	1.532%
35	8	4/Sub-Phase B	1.588%
36	8	4/Sub-Phase B	1.592%
37	8	4/Sub-Phase B	1.592%
38	8	4/Sub-Phase B	2.532%
39	8	4/Sub-Phase B	1.592%

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
 AMENDMENT 9 TO THE MASTER DEED  
 PHASE VI SUB-PHASE "B"  
 Schedule B - Page 2

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
43	10	5 Sub-Phase B	1.592%
44	10	5 Sub-Phase B	1.592%
45	10	5 Sub-Phase B	1.588%
46	10	5 Sub-Phase B	1.592%
47	10	5 Sub-Phase B	1.592%
48	10	5 Sub-Phase B	1.588%
53	12	6 Sub-Phase B	1.490%
54	12	6 Sub-Phase B	1.556%
55	12	6 Sub-Phase B	1.556%
56	12	6 Sub-Phase B	1.563%
57	12	6 Sub-Phase B	1.563%
58	12	6 Sub-Phase B	1.556%
59	11	6 Sub-Phase A	1.563%
60	11	6 Sub-Phase A	1.563%
61	11	6 Sub-Phase A	1.556%
62	11	6 Sub-Phase A	1.556%
63	11	6 Sub-Phase A	1.556%
64	11	6 Sub-Phase A	1.556%

**AMENDMENT NO. 10 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VII**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase VII of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase VII is the seventh of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of two buildings; Building No. 13 containing five (5) units and Building No. 14 containing four (4) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase VII Building 13-The Village of Westminster-Westminster Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated October 15, 1999, enumerated Building 13, Master Deed, Drawings 1, 2, 3, and 4 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium Phase VII Building 14-The Village of Westminster-Westminster Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated October 15, 1999, enumerated Building 14, Master Deed, Drawings 1, 2, 3, and 4 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase VII Buildings 13 & 14)-The Village at Westminster-Westminster Drive, Marlborough, MA 01752, prepared by Bruce Salnik & Associates, Inc. Civil Engineers & Land Surveyors, 516 Boston Post Road, Marlborough, MA 01752, Date: October 15, 1999 Scale: 1" = 50'

Said plans to be recorded herein and in Book \_\_\_\_\_ Page \_\_\_\_\_

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase VII of the Condominium consists of (2) of two buildings Building No. 13 containing five (5) units and Building No. 14 containing four (4) units as shown on the Condominium plans. Said building is constructed principally of concrete foundation, wood frame construction, being with an asphalt shingle roof. Unit designation, type, number of floors, number of

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SEE PLAN IN RECORD BOOK 30783-013 PAGE 71/83

rooms, approximate area, location and other description information are shown on attached Schedule A.

4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase VII of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase VII shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

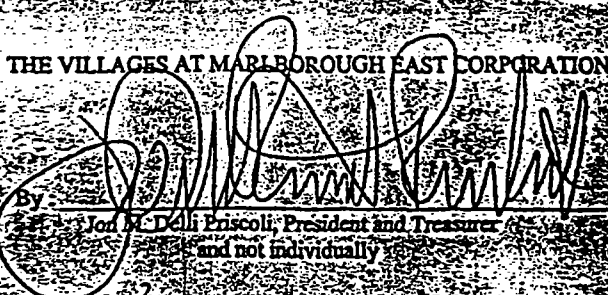
8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 21<sup>st</sup> day of October 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By:   
Jon M. Delli Priscoli, President and Treasurer  
and not individually

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 10 TO THE MASTER DEED  
PHASE VII

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information:

UNIT NO.	BUILDING NO.	SQUARE FOOTAGE	TYPE OF UNIT
65	13	1804 sf	B-2 car garage
66	13	1804 sf	B
67	13	1796 sf	A-1
68	13	1804 sf	B
69	13	1804 sf	B
70	14	1796 sf	A-1/end
71	14	1804 sf	B
72	14	1804 sf	B
73	14	1796 sf	A-1

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:      A basement;  
On the first floor:      1BR, K LR/DR, BA, ½ BA, G  
On the second floor:      LOFT, BA, BR

Each "B" unit contains:      A basement;  
On the first floor:      2BR, K, LR, DR, 2BA, G  
On second floor:      LOFT

Each "B" unit contains:      A basement;  
(2 car garage)      On the first floor:      2BR, K, LR, DR, 2BA, 2G  
on second floor:      LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 10 TO THE MASTER DEED  
PHASE VII

Schedule B - Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.344%
2	1	1	1.392%
3	1	1	1.396%
4	1	1	1.396%
5	1	1	1.392%
6	1	1	1.508%
25	3	1	1.344%
26	3	1	1.396%
27	3	1	1.396%
28	3	1	1.392%
7	2	2	1.508%
8	2	2	1.396%
9	2	2	1.396%
10	2	2	1.392%
11	2	2	1.392%
12	2	2	1.392%
29	4	2	1.344%
30	4	2	1.344%
31	4	2	1.392%
32	4	2	1.392%
33	4	2	1.344%
19	5	3/Sub-Phase A	1.344%
20	5	3/Sub-Phase A	1.392%
21	5	3/Sub-Phase A	1.306%
22	5	3/Sub-Phase A	1.392%
23	5	3/Sub-Phase A	1.396%
24	5	3/Sub-Phase A	1.396%
13	6	3/Sub-Phase B	1.344%
14	6	3/Sub-Phase B	1.306%
15	6	3/Sub-Phase B	1.392%
16	6	3/Sub-Phase B	1.396%
17	6	3/Sub-Phase B	1.396%
18	6	3/Sub-Phase B	1.344%
40	7	4/Sub-Phase A	1.376%
41	7	4/Sub-Phase A	1.208%
42	7	4/Sub-Phase A	1.364%
49	9	5/Sub-Phase A	1.392%
50	9	5/Sub-Phase A	1.208%
51	9	5/Sub-Phase A	1.208%
52	9	5/Sub-Phase A	1.304%
34	8	4/Sub-Phase B	1.344%
35	8	4/Sub-Phase B	1.392%
36	8	4/Sub-Phase B	1.396%
37	8	4/Sub-Phase B	1.396%
38	8	4/Sub-Phase B	1.344%
39	8	4/Sub-Phase B	1.396%

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
 AMENDMENT 10 TO THE MASTER DEED  
 PHASE VII  
 Schedule B - Page 2

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
43	10	5/Sub-Phase B	1.396%
44	10	5/Sub-Phase B	1.396%
45	10	5/Sub-Phase B	1.392%
46	10	5/Sub-Phase B	1.396%
47	10	5/Sub-Phase B	1.396%
48	10	5/Sub-Phase B	1.392%
53	12	6/Sub-Phase B	1.366%
54	12	6/Sub-Phase B	1.364%
55	12	6/Sub-Phase B	1.364%
56	12	6/Sub-Phase B	1.370%
57	12	6/Sub-Phase B	1.370%
58	12	6/Sub-Phase B	1.364%
59	11	6/Sub-Phase A	1.370%
60	11	6/Sub-Phase A	1.370%
61	11	6/Sub-Phase A	1.364%
62	11	6/Sub-Phase A	1.364%
63	11	6/Sub-Phase A	1.364%
64	11	6/Sub-Phase A	1.364%
65	13	7	1.370%
66	13	7	1.370%
67	13	7	1.364%
68	13	7	1.370%
69	13	7	1.370%
70	14	7	1.364%
71	14	7	1.370%
72	14	7	1.370%
73	14	7	1.364%

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AMENDMENT NO. 11 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE VIII, SUB-PHASE "A"

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase VIII, Sub-Phase "A" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

1. UNIT OWNER'S ORGANIZATION

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase VIII, Sub-Phase "A" is the first sub-phase of the eighth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one buildings; Building No. 16 containing three (3) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase VIII, sub-phase "A" - Building 16-The Village of Stonehenge-Westminster Drive, Marlborough, MA 01752" consisting of three sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated November 6, 1999, enumerated Building 16, Master Deed, Drawings 1, 2, and 3 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase VIII, Subphase "A" Building 16)-The Village at Stonehenge-Westminster Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: Nov. 30, 1999 Scale: 1"=50'  
Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase VIII of the Condominium consists in toto of two buildings, Building No. 15 and Building No. 16. This Phase VIII, sub-phase "A" of the Condominium consists of one building, Building No. 16 containing three (3) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, concrete-fiber siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

MARGINAL REFERENCE REQUEST  
BOOK 28949 PAGE 71

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5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase VIII, sub-phase "A" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase VIII, sub-phase "A" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 16th day of December 1999.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

Jon M. Delli Priscoli, President and Treasurer  
and not individually

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 11 TO THE MASTER DEED  
PHASE VIII, SUB-PHASE "A"

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
77	16	1591 sf	A-1
78	16	1591 sf	A-1
79	16	1717 sf	C-2

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:

A basement;

On the first floor

On the second floor:

1BR, K LR/DR, BA, ½ BA, G

LOFT, BA, BR

Each "C-2" unit contains:  
(2 car garage)

A basement;

On the first floor:

on second floor:

2BR, K, LR, DR, 2BA, 2G

LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

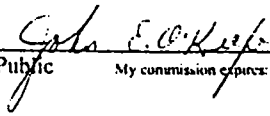
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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

December 16, 1999

Then personally appeared the above-named Jon M. Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

  
Notary Public

My commission expires: February 18, 2005

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
 AMENDMENT 11 TO THE MASTER DEED  
 PHASE VIII, SUB-PHASE "A"

Schedule B - Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.295%
2	1	1	1.342%
3	1	1	1.346%
4	1	1	1.346%
5	1	1	1.342%
6	1	1	1.454%
25	3	1	1.295%
26	3	1	1.346%
27	3	1	1.346%
28	3	1	1.342%
7	2	2	1.454%
8	2	2	1.346%
9	2	2	1.346%
10	2	2	1.342%
11	2	2	1.342%
12	2	2	1.342%
29	4	2	1.295%
30	4	2	1.295%
31	4	2	1.342%
32	4	2	1.342%
33	4	2	1.295%
19	5	3/Sub-Phase A	1.295%
20	5	3/Sub-Phase A	1.342%
21	5	3/Sub-Phase A	1.259%
22	5	3/Sub-Phase A	1.342%
23	5	3/Sub-Phase A	1.346%
24	5	3/Sub-Phase A	1.346%
13	6	3/Sub-Phase B	1.295%
14	6	3/Sub-Phase B	1.259%
15	6	3/Sub-Phase B	1.342%
16	6	3/Sub-Phase B	1.346%
17	6	3/Sub-Phase B	1.346%
18	6	3/Sub-Phase B	1.295%
40	7	4/Sub-Phase A	1.326%
41	7	4/Sub-Phase A	1.165%
42	7	4/Sub-Phase A	1.315%
49	9	5/Sub-Phase A	1.342%
50	9	5/Sub-Phase A	1.165%
51	9	5/Sub-Phase A	1.165%
52	9	5/Sub-Phase A	1.257%
34	8	4/Sub-Phase B	1.295%
35	8	4/Sub-Phase B	1.342%
36	8	4/Sub-Phase B	1.346%
37	8	4/Sub-Phase B	1.346%
38	8	4/Sub-Phase B	1.295%
39	8	4/Sub-Phase B	1.346%

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 11 TO THE MASTER DEED  
PHASE VIII, SUB-PHASE "A"  
Schedule B - Page 2

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
43	10	5/Sub-Phase B	1.346%
44	10	5/Sub-Phase B	1.346%
45	10	5/Sub-Phase B	1.342%
46	10	5/Sub-Phase B	1.346%
47	10	5/Sub-Phase B	1.346%
48	10	5/Sub-Phase B	1.342%
53	12	6/Sub-Phase B	1.260%
54	12	6/Sub-Phase B	1.315%
55	12	6/Sub-Phase B	1.315%
56	12	6/Sub-Phase B	1.321%
57	12	6/Sub-Phase B	1.321%
58	12	6/Sub-Phase B	1.315%
59	11	6/Sub-Phase A	1.321%
60	11	6/Sub-Phase A	1.321%
61	11	6/Sub-Phase A	1.315%
62	11	6/Sub-Phase A	1.315%
63	11	6/Sub-Phase A	1.315%
64	11	6/Sub-Phase A	1.315%
65	13	7	1.321%
66	13	7	1.321%
67	13	7	1.315%
68	13	7	1.321%
69	13	7	1.321%
70	14	7	1.315%
71	14	7	1.321%
72	14	7	1.321%
73	14	7	1.315%
77	16	8/Sub-Phase A	1.165%
78	16	8/Sub-Phase A	1.165%
79	16	8/Sub-Phase A	1.257%

**AMENDMENT NO. 13 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE X, SUB-PHASE "B"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase X, Sub-Phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase X, Sub-Phase "B" is the second sub-phase of the tenth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one buildings; Building No. 20 containing seven (7) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase X, sub-phase "B" - Building 20-The Village of Chatham-Westminster Drive, Marlborough, MA 01752" consisting of seven (7) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated March 1, 2000, enumerated Building 20, Master Deed, Drawings 1, 2, 3, 4, 5, 6 and 7 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase X- Subphase "B"- Building 20)-The Village at Chatham-Westminster Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: March 8, 2000 Scale: 1"=50'  
Said plans to be recorded herein and in Book , Page

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase X of the Condominium consists in toto of two buildings, Building No. 19 and Building No. 20. This Phase X, sub-phase "B" of the Condominium consists of one building, Building No. 20 containing seven (7) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, concrete-fiber siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

BOOK 289.49 PAGE 71

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# PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

## 6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase X, sub-phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

## 7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase X, sub-phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

## 8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 7th day of March 2000.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: \_\_\_\_\_

Jon M. Delli Priscoli, President and Treasurer  
and not individually

CK31202PG353

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

March 11, 2000

Then personally appeared the above-named Jon M. Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

  
Notary Public      My commission expires: February 18, 2005

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 13 TO THE MASTER DEED  
PHASE X, SUB-PHASE "B"

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information:

UNIT NO.	BUILDING NO.	SQUARE FOOTAGE	TYPE OF UNIT
94	20	1796	A/end
95	20	1804	B
96	20	1804	B
97	20	1796	A
98	20	1898	D/2 car
99	20	1796	A
100	20	1717	C/2 car

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; 1/2 BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A" unit contains:

A basement;  
On the first floor 1BR, K LR/DR, BA, 1/2 BA, G  
On the second floor: LOFT, BA, BR

Each "B" unit contains:

A basement  
On the first floor 2 BR, K, DR, LR, 2BA, G  
On the second floor LOFT

Each "C" unit contains:  
(2 car garage)

A basement  
On the first floor 2BR, K, LR, DR, 2 BA, 2G  
On the second floor LOFT

Each "D" unit contains:  
(2 car garage)

A basement;  
On the first floor: 2BR, K, LR, DR, 2BA, 2G  
on second floor: LOFT, BA, BR

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 13 TO THE MASTER DEED  
PHASE X, SUB-PHASE "B"  
Schedule B Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.136%
2	1	1	1.177%
3	1	1	1.180%
4	1	1	1.180%
5	1	1	1.177%
6	1	1	1.274%
25	3	1	1.136%
26	3	1	1.180%
27	3	1	1.180%
28	3	1	1.177%
7	2	2	1.274%
8	2	2	1.180%
9	2	2	1.180%
10	2	2	1.177%
11	2	2	1.177%
12	2	2	1.177%
29	4	2	1.136%
30	4	2	1.136%
31	4	2	1.177%
32	4	2	1.177%
33	4	2	1.136%
19	5	3/Sub-Phase A	1.136%
20	5	3/Sub-Phase A	1.177%
21	5	3/Sub-Phase A	1.103%
22	5	3/Sub-Phase A	1.177%
23	5	3/Sub-Phase A	1.180%
24	5	3/Sub-Phase A	1.180%
13	6	3/Sub-Phase B	1.136%
14	6	3/Sub-Phase B	1.103%
15	6	3/Sub-Phase B	1.177%
16	6	3/Sub-Phase B	1.180%
17	6	3/Sub-Phase B	1.180%
18	6	3/Sub-Phase B	1.136%
40	7	4/Sub-Phase A	1.163%
41	7	4/Sub-Phase A	1.021%
42	7	4/Sub-Phase A	1.153%
49	9	5/Sub-Phase A	1.177%
50	9	5/Sub-Phase A	1.021%
51	9	5/Sub-Phase A	1.021%
52	9	5/Sub-Phase A	1.102%
34	8	4/Sub-Phase B	1.136%
35	8	4/Sub-Phase B	1.177%
36	8	4/Sub-Phase B	1.180%
37	8	4/Sub-Phase B	1.180%
38	8	4/Sub-Phase B	1.136%
39	8	4/Sub-Phase B	1.180%

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THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 13 TO THE MASTER DEED  
PHASE X, SUB-PHASE "B"  
Schedule B - Page 2

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
43	10	5/Sub-Phase B	1.180%
44	10	5/Sub-Phase B	1.180%
45	10	5/Sub-Phase B	1.177%
46	10	5/Sub-Phase B	1.180%
47	10	5/Sub-Phase B	1.180%
48	10	5/Sub-Phase B	1.177%
53	12	6/Sub-Phase B	1.143%
54	12	6/Sub-Phase B	1.153%
55	12	6/Sub-Phase B	1.153%
56	12	6/Sub-Phase B	1.158%
57	12	6/Sub-Phase B	1.158%
58	12	6/Sub-Phase B	1.153%
59	11	6/Sub-Phase A	1.158%
60	11	6/Sub-Phase A	1.158%
61	11	6/Sub-Phase A	1.153%
62	11	6/Sub-Phase A	1.153%
63	11	6/Sub-Phase A	1.153%
64	11	6/Sub-Phase A	1.153%
65	13	7	1.158%
66	13	7	1.158%
67	13	7	1.153%
68	13	7	1.158%
69	13	7	1.158%
70	14	7	1.153%
71	14	7	1.158%
72	14	7	1.158%
73	14	7	1.153%
77	16	8/Sub-Phase A	1.021%
78	16	8/Sub-Phase A	1.021%
79	16	8/Sub-Phase A	1.102%
90	19	10/Sub-Phase A	1.021%
91	19	10/Sub-Phase A	1.021%
92	19	10/Sub-Phase A	1.021%
93	19	10/Sub-Phase A	1.218%
94	20	10 Sub-Phase B	1.153%
95	20	10 Sub-Phase B	1.158%
96	20	10 Sub-Phase B	1.158%
97	20	10 Sub-Phase B	1.153%
98	20	10 Sub-Phase B	1.218%
99	20	10 Sub-Phase B	1.153%
100	20	10 Sub-Phase B	1.102%

**AMENDMENT NO. 14 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
PHASE IX, SUB-PHASE "A"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase IX, Sub-Phase "A" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase IX, Sub-Phase "A" is the second sub-phase of the eighth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one buildings, Building No. 18 containing six (6) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase IX, sub-phase "A" - Building 18-The Village of Gloucester-Westminster Drive, Marlborough, MA 01752" consisting of five (5) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated March 13, 2000, enumerated Building 18, Master Deed, Drawings 1, 2, 3, 4 and 5 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase IX- Subphase "A"- Building 18)-The Village at Gloucester-Westminster Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: March 8, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book , Page 317 of 3-29-2000

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase IX of the Condominium consists *in toto* of two buildings, Building No. 17 and Building No. 18. This Phase IX, sub-phase "A" of the Condominium consists of one building, Building No. 18 containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, concrete-fiber siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed hereinbefore referred to.

MARGINAL REFERENCE REQUESTED  
BOOK 28949 PAGE 71

12.00

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SEE PLAN IN RECORD BOOK 31255 PL # 317 PROB OFF

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase IX, sub-phase "A" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase IX, sub-phase "A" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

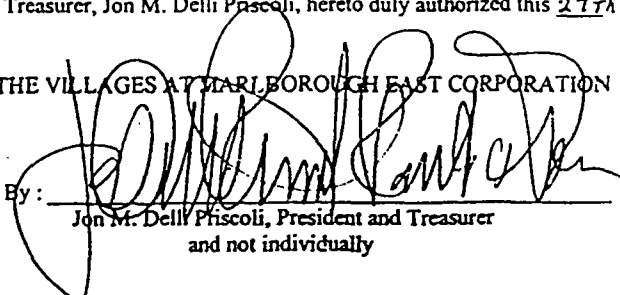
The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 27th day of March 2000.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By:

  
Jon M. Delli Priscoli, President and Treasurer  
and not individually

OK31255PG054

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

March 27, 2000

Then personally appeared the above-named Jon M. Delli Priscoli, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of The Villages at Marlborough East Corporation, before me.

*John E. O'Keefe*  
Notary Public      My commission expires February 18, 2003

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 14 TO THE MASTER DEED  
PHASE IX, SUB-PHASE "A"

Schedule A

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
80	18	1796	A/end 2 car
81	18	1796	A
82	18	1796	A
83	18	1796	A
84	18	1804	B
85	18	1804	B

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A" unit contains:

A basement;

On the first floor

1BR, K LR/DR, BA, ½ BA, G

On the second floor:

LOFT, BA, BR

Each "A/end unit contains:  
(2 car garage)

A basement

On the first floor

1BR, K, LR/DR, BA, ½ BA, 2G

On the second floor

LOFT, BA, BR

Each "B" unit contains:

A basement

On the first floor

2 BR, K, DR, LR, 2BA, G

On the second floor

LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
 AMENDMENT 14 TO THE MASTER DEED  
 PHASE IX, SUB-PHASE "A"  
 Schedule B - Page 1

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.062%
2	1	1	1.104%
3	1	1	1.103%
4	1	1	1.103%
5	1	1	1.100%
6	1	1	1.192%
25	3	1	1.192%
26	3	1	1.103%
27	3	1	1.100%
28	3	1	1.100%
7	2	2	1.100%
8	2	2	1.100%
9	2	2	1.062%
10	2	2	1.032%
11	2	2	1.100%
12	2	2	1.103%
29	4	2	1.103%
30	4	2	1.062%
31	4	2	1.062%
32	4	2	1.100%
33	4	2	1.062%
19	5	3/Sub-Phase A	1.062%
20	5	3/Sub-Phase A	1.106%
21	5	3/Sub-Phase A	1.032%
22	5	3/Sub-Phase A	1.100%
23	5	3/Sub-Phase A	1.103%
24	5	3/Sub-Phase A	1.103%
13	6	3/Sub-Phase B	1.062%
14	6	3/Sub-Phase B	1.103%
15	6	3/Sub-Phase B	1.100%
16	6	3/Sub-Phase B	1.103%
17	6	3/Sub-Phase B	1.103%
18	6	3/Sub-Phase B	1.062%
40	7	4/Sub-Phase A	1.087%
41	7	4/Sub-Phase A	0.955%
42	7	4/Sub-Phase A	1.078%
49	9	5/Sub-Phase A	1.100%
50	9	5/Sub-Phase A	0.955%
51	9	5/Sub-Phase A	0.955%
52	9	5/Sub-Phase A	1.031%
34	8	4/Sub-Phase B	1.062%
35	8	4/Sub-Phase B	1.100%
36	8	4/Sub-Phase B	1.103%
37	8	4/Sub-Phase B	1.103%
38	8	4/Sub-Phase B	1.062%
39	8	4/Sub-Phase B	1.103%



5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase VIII, sub-phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase VIII, sub-phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

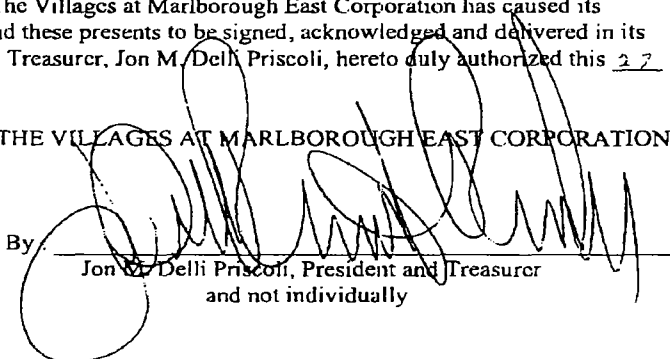
The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 27 day of April 2000.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By

  
Jon M. Delli Priscoli, President and Treasurer  
and not individually

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 15 TO THE MASTER DEED  
PHASE VIII, SUB-PHASE "B"**

**Schedule A**

Unit designation, type, number of floors, number of rooms, location and other description information:

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
74	15	1796	A-1/end
75	15	1796	A-1
76	15	1717	C/2 car garage

Square footages are approximate calculations only and include the first and second floors. The square footage of basements and garages are excluded from these estimated square footages.

Key: BR = Bedroom; BA = Full Bathroom; ½ BA = Half Bathroom; K = Kitchen; DR = dining Room; LR = Living Room; LR/DR = combination Living Room and dining Room; and G = Garage.

Each "A-1" unit contains:	A basement;	
	On the first floor	1BR, K LR/DR, BA, ½ BA, G
	On the second floor:	LOFT, BA, BR
Each "C-2" unit contains: (2 car garage)	A basement	
	On the first floor	2 BR, K, DR, LR, 2BA, 2G
	On the second floor	LOFT

Each unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 15 TO THE MASTER DEED  
PHASE VIII, SUB-PHASE "B"  
Schedule B – Page 1**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
1	1	1	1.029%
2	1	1	1.066%
3	1	1	1.069%
4	1	1	1.069%
5	1	1	1.066%
6	1	1	1.155%
25	3	1	1.155%
26	3	1	1.069%
27	3	1	1.066%
28	3	1	1.066%
7	2	2	1.066%
8	2	2	1.066%
9	2	2	1.029%
10	2	2	1.000%
11	2	2	1.066%
12	2	2	1.069%
29	4	2	1.069%
30	4	2	1.029%
31	4	2	1.029%
32	4	2	1.066%
33	4	2	1.029%
19	5	3/Sub-Phase A	1.029%
20	5	3/Sub-Phase A	1.066%
21	5	3/Sub-Phase A	1.000%
22	5	3/Sub-Phase A	1.066%
23	5	3/Sub-Phase A	1.069%
24	5	3/Sub-Phase A	1.069%
13	6	3/Sub-Phase B	1.029%
14	6	3/Sub-Phase B	1.069%
15	6	3/Sub-Phase B	1.000%
16	6	3/Sub-Phase B	1.069%
17	6	3/Sub-Phase B	1.069%
18	6	3/Sub-Phase B	1.029%
40	7	4/Sub-Phase A	1.054%
41	7	4/Sub-Phase A	0.926%
42	7	4/Sub-Phase A	1.045%
49	9	5/Sub-Phase A	1.066%
50	9	5/Sub-Phase A	0.926%
51	9	5/Sub-Phase A	0.926%
52	9	5/Sub-Phase A	0.999%
34	8	4/Sub-Phase B	1.029%
35	8	4/Sub-Phase B	1.066%
36	8	4/Sub-Phase B	1.069%
37	8	4/Sub-Phase B	1.069%
38	8	4/Sub-Phase B	1.029%
39	8	4/Sub-Phase B	1.069%

**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM  
AMENDMENT 15 TO THE MASTER DEED  
PHASE VIII, SUB-PHASE "B"  
Schedule B – Page 2**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
43	10	5/Sub-Phase B	1.069%
44	10	5/Sub-Phase B	1.069%
45	10	5/Sub-Phase B	1.066%
46	10	5/Sub-Phase B	1.069%
47	10	5/Sub-Phase B	1.069%
48	10	5/Sub-Phase B	1.066%
53	12	6/Sub-Phase B	1.036%
54	12	6/Sub-Phase B	1.045%
55	12	6/Sub-Phase B	1.045%
56	12	6/Sub-Phase B	1.050%
57	12	6/Sub-Phase B	1.050%
58	12	6/Sub-Phase B	1.045%
59	11	6/Sub-Phase A	1.050%
60	11	6/Sub-Phase A	1.050%
61	11	6/Sub-Phase A	1.045%
62	11	6/Sub-Phase A	1.045%
63	11	6/Sub-Phase A	1.045%
64	11	6/Sub-Phase A	1.045%
65	13	7	1.050%
66	13	7	1.050%
67	13	7	1.045%
68	13	7	1.050%
69	13	7	1.050%
70	14	7	1.045%
71	14	7	1.050%
72	14	7	1.050%
73	14	7	1.045%
77	16	8/Sub-Phase A	0.926%
78	16	8/Sub-Phase A	0.926%
79	16	8/Sub-Phase A	0.999%
90	19	10/Sub-Phase A	0.926%
91	19	10/Sub-Phase A	0.926%
92	19	10/Sub-Phase A	0.926%
93	19	10/Sub-Phase A	1.104%
94	20	10 Sub-Phase B	1.045%
95	20	10 Sub-Phase B	1.050%
96	20	10 Sub-Phase B	1.050%
97	20	10 Sub-Phase B	1.045%
98	20	10 Sub-Phase B	1.104%
99	20	10 Sub-Phase B	1.045%
100	20	10 Sub-Phase B	0.999%
80	18	9 Sub-Phase A	1.045%
81	18	9 Sub-Phase A	1.045%
82	18	9 Sub-Phase A	1.045%
83	18	9 Sub-Phase A	1.045%
84	18	9 Sub-Phase A	1.050%
85	18	9 Sub-Phase A	1.050%
74	15	8 Sub-Phase B	1.045%
75	15	8 Sub-Phase B	1.045%
76	15	8 Sub-Phase B	0.999%

**AMENDMENT NO. 16 TO THE MASTER DEED  
OF THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**

**PHASE IX, SUB-PHASE "B"**

The Villages at Marlborough East Corporation, a Massachusetts corporation, being the Declarant in a Master Deed of The Villages at Marlborough East Condominium (the "Condominium"), said Master Deed being dated August 6, 1998, and recorded as Instrument No. 799 of August 10, 1998, and in Book 28949, Page 71 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, including, but limited to, Paragraphs 1, 13 and 14 of said Master Deed, by virtue of this amendment, does hereby create Phase IX, Sub-Phase "B" of said Condominium to be governed by and subject to the provisions of Massachusetts General Laws, Chapter 183A, as amended.

**1. UNIT OWNER'S ORGANIZATION**

The condominium shall be managed by and regulated by The Villages at Marlborough East Condominium Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

**2. DESCRIPTION OF PREMISES**

Said Phase IX, Sub-Phase "B" is the second sub-phase of the ninth of the ten (10) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building: Building No. 17 containing four (4) units as shown on plans entitled:

"The Villages at Marlborough East Condominium Phase IX, sub-phase "B" - Building 17-The Village of Gloucester-Westminster Drive, Marlborough, MA 01752" consisting of four (4) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated March 27, 2000, enumerated Building 17, Master Deed, Drawings 1, 2, 3 and 4 inclusive and a plan entitled:

"The Villages at Marlborough East Condominium, (Phase IX- Subphase "B"- Building 17)-The Village at Gloucester-Westminster Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: May 9, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book \_\_\_\_\_, Page \_\_\_\_\_

**3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS**

Phase IX of the Condominium consists *in toto* of two buildings, Building No. 17 and Building No. 18. This Phase IX, sub-phase "B" of the Condominium consists of one building, Building No. 17 containing four (4) units, as shown on the Condominium plans heretofore referenced. Said building is constructed principally of concrete foundation, wood frame, concrete-fiber siding with an asphalt shingle roof. Unit designation, type, number of floors, number of rooms, approximate area, location and other description information are shown on attached Schedule A.

**4. BOUNDARIES OF THE UNITS AND APPURTENANT RIGHTS**

The boundaries of the units and the appurtenant rights, except as herein provided, are set forth in Paragraphs 7 and 10 of the Master Deed heretofore referred to.

5. PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES

The owners of each unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of Phase IX, sub-phase "B" of the Condominium are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

Each of the units included in Phase IX, sub-phase "B" shall be subject to all of the provisions of the said Master Deed, as amended, the by-laws of the Association and said rules and regulations as may now or hereafter be established.

8. RATIFICATION AND CONFIRMATION OF PROVISIONS OF MASTER DEED

The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates ten phases, subject to the percentages of interests in Phases I through Phase X in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master Deed of such additional phases or subphases, as the same may be required, depending upon the type and mix of the units in the future phases.

In all other respects, the terms and provisions of the Master Deed, as amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, The Villages at Marlborough East Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its President and Treasurer, Jon M. Delli Priscoli, hereto duly authorized this 10<sup>th</sup> day of May 2000.

THE VILLAGES AT MARLBOROUGH EAST CORPORATION

By: 

Jon M. Delli Priscoli, President and Treasurer  
and not individually





**THE VILLAGES AT MARLBOROUGH EAST CONDOMINIUM**  
**AMENDMENT 16 TO THE MASTER DEED**  
**PHASE IX, SUB-PHASE "B"**  
**Schedule B - Page 3**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
86	17	9 Sub-Phase B	1.003%
87	17	9 Sub-Phase B	1.007%
88	17	9 Sub-Phase B	1.007%
89	17	9 Sub-Phase B	1.003%