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**THE VILLAGE AT BEDFORD WOODS CONDOMINIUM
ALBION AND WYMAN ROADS
BEDFORD, MASSACHUSETTS**

CONDOMINIUM PRESENTATION

PLEASE RETURN TO:
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SEE PLAN NO. 1271 OF 3006

**THE VILLAGE AT BEDFORD WOODS
CONDOMINIUM**

MASTER DEED

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**CONDOMINIUM MASTER DEED
THE VILLAGE AT BEDFORD WOODS CONDOMINIUM
ALBION AND WYMAN ROADS
BEDFORD, MASSACHUSETTS**

(a) I. Creation of Condominium.

The undersigned, Middlesex Point, LLC, a Massachusetts limited liability company having its principal office at 780 Dedham Street, Suite 400, Canton, Massachusetts 02021, (the "Declarant"), being the sole owner of the land with the building thereon with the post office address of 1000 Albion Road, Bedford, Middlesex County, Massachusetts 01730, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, (the "Subject Property") to the provisions of Massachusetts General Laws, Chapter 183A (the "Act"), and does hereby state it proposes to create, and does hereby create, a condominium (the "Condominium") with respect to the Subject Property, to be governed by and subject to the provisions of the Act.

II. Condominium Phasing.

The Declarant currently plans to develop the Condominium as a phased condominium. Phase I consists of the building at 1000 Albion Road ("1000 Albion Road"). Future Phases will consist of buildings at 2000 Albion Road ("2000 Albion Road") and 3000 Albion Road ("3000 Albion Road"). Section (h) III hereof sets forth the Declarant's easements and rights to add Phases, Buildings and Units, and the procedure whereby the Declarant may amend this Master Deed at any time and from time to time, and all Unit owners, and all those claiming by, through or under them shall be deemed to have consented to such amendments, and, except for the signature of the Declarant, no signature of any owner, or any mortgagee, or any trustee of the Condominium Trust, or any person claiming by, through, or under any owner (including the holder of any mortgage or other encumbrance with respect to any Unit), or any other party, shall be necessary so as to add additional Phases, Buildings or Units to the Condominium. The Land described in Section (b) and the Units in 1000 Albion Road now extant and described in Section (c), designated the "Building" constitute Phase I. Said Section (h)III. also describes the Declarant's additional rights in connection with phasing, and certain limitations on the Declarant's phasing rights.

(b) Description of Land.

The premises which constitute the Condominium consists of the land described on Exhibit A which is attached hereto and is hereby incorporated herein by this reference and made a part hereof (the "Land") together with the buildings and improvements thereon. The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending three (3) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and repass by

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vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium (hereinafter defined) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium. Nothing in this paragraph shall be deemed to create any rights in the general public. The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas and facilities of the Condominium, including but not limited to the land and all buildings, for the purpose of (a) satisfying any special permit or variance requirement for the Town of Bedford and (b) installing cable television lines and utilities serving the Units and the common areas and facilities in the Condominium and such other equipment as may be necessary for the installation and operation of the same, and the Declarant reserves the right to install cable television lines and such other equipment as may be necessary for the installation and operation of same in any portions of the Condominium buildings.

(c) Description of Buildings.

There is one Building, 1000 Albion Road on the Land. 2000 Albion Road and 3000 Albion Road will be added to the Condominium in later Phases. The Building is described on Exhibit B which is attached hereto and is hereby incorporated herein by this reference and made a part hereof. 1000 Albion Road contains three (3) stories, plus an underground garage level. 2000 Albion Road will contain three (3) stories, and 3000 Albion Road will contain three (3) stories. The Buildings are wood, with wood joists. The interior walls are a combination of drywall and plaster. The roofs are asphalt shingle. If all Phases are added to the Condominium, the buildings will contain eighty-eight (88) units.

(d) Description of Units, Decks, Heating and Cooling Systems, and Parking.**I. Units.**

The 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 its proportionate interest in the common areas and facilities of the Condominium are as set forth on Exhibit C which is attached hereto and is hereby incorporated herein by this reference and made a part hereof.

The Declarant reserves the easement and right to change the number, size, location, and configuration of Units at any time and from time to time as set forth in section (n) hereof. The boundaries of each of the Units with respect to the floors, ceilings, and walls thereof are as follows:

- (i) **Floors:** The upper surface of the subflooring;
- (ii) **Ceilings:** The lower portion of the sheet rock;
- (iii) **Walls:** The plane of the walls studs facing the interior of the Unit;

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- (iv) Pipe Chases, Shafts or Other Enclosures concealing pipes (including but not limited to sprinkler pipes, wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase, shaft or other enclosure which serve more than one Unit are a part of the common areas and facilities.

II. Decks.

All Units have direct access to a deck. The owner of any Unit that has direct access to a deck shall have, as an appurtenance to his Unit, an easement for the exclusive right to use such deck. Decks shall not be enclosed. The responsibility to maintain, repair and replace all portions of a deck, including but not limited to structural portions, shall be that of the owner of the Unit to which such deck is appurtenant. Unit Owners whose Units have direct access to a deck shall maintain, repair and replace the deck in a neat and orderly condition.

III. Heating and Cooling Systems.

Each Unit in the Buildings is heated by means of a separate Unit-controlled gas fired heating, and electric air conditioning system with an exterior condenser (A "Unit HVAC System").

Hot water for each Unit is supplied by a gas fired hot water heater located in the Unit.

Each Unit Owner shall be responsible for (a) the cost heating and cooling his Unit as established by metering, (b) the maintenance, operation, repair, and replacement of, and electricity and gas required to operate (x) the Unit HVAC System, including all portions of the same whether located within or without the Unit (y) the hot water heater in his Unit, and (z) all pipes, wires, controls, conduits, and equipment appurtenant to the foregoing, whether located within or without the Unit.

The Trustees shall be responsible for the maintenance, operation, repair and replacement of the heating and cooling systems that serve areas of the Buildings other than Units. Each Unit Owner shall keep his Unit heated to a temperature of not less than 50 degrees Fahrenheit to avoid the possibility that pipes will freeze.

IV. Parking.

- (i) There are Surface Parking Spaces (collectively, the "Surface Parking Spaces", individually, a "Surface Parking Space") and Underground Parking Spaces (collectively, the "Underground Parking Spaces", individually, an "Underground Parking Space"). An Underground Parking Space is a Parking Space in the underground garage. A Surface Parking Space is a Parking Space other than an Underground Parking Space. The terms "Parking Spaces" and "Parking Space" are sometimes used herein, and these

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terms shall refer to parking spaces of all types. (collectively, the "Parking Spaces", individually, a "Parking Space"). The Parking Spaces shall be a part of the common areas and facilities.

However, notwithstanding anything to the contrary in this Master Deed, the Declarant of this Master Deed hereby expressly reserves to itself and its successors and assigns and its or their designees, the exclusive right and easement from time to time to sell and convey easements for the exclusive use of a Parking Space (collectively, the "Parking Easements"; individually, a "Parking Easement") to Unit Owners. The Declarant may sell and convey Parking Easements to Unit Owners for such consideration as the Declarant shall decide, and such consideration shall be and remain the Declarant's sole property. The Declarant shall have the right to grant Parking Easements either in Unit deeds, or by separate instruments. The Declarant reserves the right to permit parking in the Parking Spaces by sales personnel and visitors, and to use, rent, license or lease Parking Spaces. Any Parking Easements which have not been conveyed to Unit Owners, whether prior to or subsequent to the conveyance of the last Unit to be conveyed by the Declarant, shall be deemed to continue to be owned by the Declarant as easements in gross until such time, if at all, as the Declarant expressly conveys the same.

- (ii) The Trustees shall maintain (including but not limited to the removal of snow and ice), and repair all Parking Spaces and exterior paved surfaces on the Land, as a part of the Condominium budget.
- (iii) Parking Spaces may not be used for any purpose except the parking of vehicles. Storage shall not be permitted in Parking Spaces. Boats, trailers, unregistered vehicles, or inoperable vehicles shall not be parked in Parking Spaces or elsewhere on the Land.
- (iv) When conveyed to a Unit owner (whether in a Unit deed or otherwise), a Parking Easement shall be deemed to be appurtenant to the Unit owned by such Unit Owner, but any Unit Owner who purchases a Parking Easement (whether in his Unit deed or otherwise) shall have the right to freely convey such easement, but only to another Unit Owner in the Condominium. A Parking Easement which has been conveyed to a Unit Owner, and which such Unit Owner has not conveyed to another Unit Owner prior to his execution and delivery of a deed of his Unit shall be deemed to be conveyed with such Unit as an appurtenance to such Unit, but any Unit Owner shall have the right to convey such easement in accordance with the provisions of this Section. The provisions of

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this clause (iv) shall not derogate from the rights of the Declarant under the provisions of clause (i) of this section.

- (v) In the event that the Subject Property is removed from the provisions of the Act, all Parking Easements shall be deemed extinguished as of the date such removal becomes effective. If fire, other casualty or eminent domain was the reason for such removal, the owners of such easements shall be entitled to insurance and/or eminent domain proceeds attributable to such easements. Except for the responsibility to maintain and repair which shall be as set forth hereinabove, the owner of a Parking Easement shall bear all risks, including theft and vandalism, with respect to such Parking Easement and any vehicle parked on the Parking Spaces, and shall carry appropriate insurance (including liability insurance) with respect to such Parking Easement. Each owner of a Parking Easement hereby releases the Condominium Trust from any liability in connection with his use of a Parking Easement and in connection with the parking of a vehicle on a Parking Space, except for the negligence or willful act of the Condominium Trust or its agents, and employees.

(c) Description of Common Areas and Facilities and The Proportionate Interest of Each Unit Therein.

The common areas and facilities of the Condominium (the "common areas and facilities") consists of the Land as described in paragraph (b) ("Description of Land") of this Master Deed and all parts of the Buildings as described in paragraph (c) ("Description of Buildings") of this Master Deed, other than the Units described on Exhibit C hereto, subject to the provisions regarding Decks set forth in Section (d)II, the provisions regarding heating and cooling systems set forth in Section (d)III, and the provisions regarding Parking Easements set forth in Section (d)IV. Decks as described in Section (d)II, Unit HVAC Systems as described in Section (d)III, and Parking Easements as described in Section (d)IV are herein collectively defined as "Exclusive Use Areas").

Without limiting the foregoing language in this paragraph (c), the common areas and facilities of the Condominium include:

- (i) the Land described in paragraph (b) ("Description of Land") of this Master Deed, subject to the provisions regarding parking set forth in Section (d)IV hereof;
- (ii) the foundations and footings of the Buildings and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor, ceiling and roof beams and joists, exterior walls and any interior load bearing walls, the sub-flooring below the upper surface thereof, roofs,

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Buildings entrances and exits other than direct entrances and exits to and from a Unit to the outside, elevators and elevator shaft, and all structural portions of the Buildings, and stairwells, corridors (other than stairwells and corridors located entirely within a Unit).

- (iii) Installations of central services such as power, light, drains, hot and cold water, vents, heating, air conditioning and heating and air conditioning lines, but only if and to the extent that such installations serve more than one Unit. Such equipment and installations servicing a single Unit, whether located in whole or in part within, or without such Unit, are a part of the Unit, which it services and is not a part of the common areas and facilities. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;
- (iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the Buildings outside of the Units and which serve the common areas and facilities and/or two or more Units, and all installations outside the Units for services such as lights, power, telephone, water, and sanitary sewer drainage and which serve the common areas and facilities and/or two or more Units. All sprinkler pipes and heads shall be a portion of the common areas and facilities. All main risers are a part of the common areas and facilities. Distribution lines from main risers to a Unit are a part of such Unit, even if located outside the boundaries of such Unit;
- (v) exterior lighting devices and wires and poles serving the same;
- (vi) the Parking Spaces, subject to the provisions of Section (d)IV of this Master Deed;
- (vii) entrance foyers and vestibules, mailrooms, lobbies, trash rooms, mechanical and electrical rooms, dumpster and dumpster enclosure, transformer pads (and transformers to the extent same are the property of the Condominium),
- (viii) all other portions of the Subject Property and listed as common areas in the Act, except for the Units described on Exhibit C hereto, subject to the provisions regarding Decks set forth in Section (d)II, the provisions regarding heating and cooling systems set forth in Section (d)III, and the provisions regarding parking set forth in Section (d)IV. The proportionate interest of each Unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached

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hereto and is hereby incorporated herein by this reference and made a part hereof.

(f) **Master Plans.**

A set of the floor plans of the Building showing the layout, location, Unit numbers and dimensions of the Units, and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built, all pursuant to the Act, have been recorded simultaneously with the recording of this Master Deed. A site plan showing the footprint of the Buildings has also been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans" is hereby incorporated herein by this reference and made a part hereof.

(g) **Use of Units.**

- (i) Units shall be used for residential purposes. Any of the Units may also be used as an office but only (x) accessory to the uses mentioned above in this Section, or accessory to the uses mentioned above in this Section of another Unit in the Condominium owned by the same Unit Owner, and (y) only if and to the extent such accessory office use is permitted by applicable zoning laws and by the Comprehensive Permit (defined in Section (m) hereof and (z) the visitation to such office by clients or business invitees shall be substantially infrequent.
- (ii) All rentals, leases, or licenses of Units shall be subject to the provisions of this Master Deed and of the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto and all tenants, occupants and licensees of Units shall be obligated to observe all of the provisions of this Master Deed, the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto.
- (iii) No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the Rules and Regulations from time to time adopted pursuant thereto; and
- (iv) Notwithstanding the foregoing, until the Declarant or its successors-in-title or their nominees, have sold and conveyed all of the Units the Declarant or its successors-in-title or their nominees, may use one or more unsold Units for sales offices, models, and other purposes, and may rent, lease or license Units, and Parking Spaces.

(h) Amendment of Master Deed.

- I. Except as set forth in Sections (h)II, (h)III and (n)II hereof, this Master Deed may be amended by (i) vote of the owners of Units entitled to not less than sixty-seven (67%) percent of the undivided interests in the common areas and facilities, and (ii) the assent of not less than fifty-one (51%) percent (except in cases where a higher percentage is required by Section 32 of the By-Laws of the Condominium Trust, in which case such higher percentage specified in said Section 32 shall be applicable) of the holders of first mortgages on the Units (based upon one vote for each mortgage owned) but only if such amendment would materially affect the rights of any mortgagee, and (iii) vote of a majority of the Trustees. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, first mortgagees and Trustees set forth in the first sentence of this paragraph, is duly recorded in the Middlesex South District Registry of Deeds, provided, however, that:
- (A) No such instrument shall be of any force or effect unless and until the same has been recorded in the Middlesex South District Registry of Deeds within six (6) months after the requisite vote of the Unit Owners and the Trustees, and the requisite assent, if any, of first mortgagees has taken place; and
 - (B) The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners whose percentage of the undivided interest is affected, as expressed in an amended Master Deed duly recorded; and
 - (C) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the Units so altered; and
 - (D) No instrument of amendment which alters the rights of the Declarant, or the rights of Unit Owners respecting Exclusive Use Areas shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by, respectively, the Declarant, so long as the Declarant owns any Unit in the Condominium; or the owners of Units entitled to use Exclusive Use Areas with respect to any proposed amendment dealing with Exclusive Use Areas or a portion thereof; and
 - (E) No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of the Act shall be of any force or effect.

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- II. Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Master Deed without the consent of any other Unit Owners or any of the Trustees, to meet the requirements of any governmental or quasigovernmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Massachusetts Housing Finance Agency, the secondary mortgage market, or any institutional lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.
- III. The Condominium is planned to be developed as a phased condominium. Phase I consists of 1000 Albion Road. Future Phases will consist of 2000 Albion Road and 3000 Albion Road. Each Phase shall include one or more Units. Notwithstanding anything in this Master Deed or in the Declaration of the Condominium Trust or the By-Laws or the Rules and Regulations to the Condominium Trust, the Declarant hereby reserves to itself and its successors and assigns (and any party, including but not limited to a mortgagee or mortgagees, to whom or which the Declarant shall specifically assign its easements and rights set forth in this Section, whether absolutely or by way of security) the following easements and rights:
- (i) The right and easement to add additional Units, Buildings, Parking Spaces and other appurtenances.
 - (ii) The right and easement to add additional conduits, pipes, satellite dishes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
 - (iii) The right and easement to add additional all and any other improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.
- (B) In the event that there are unsold Units the Declarant shall have the same rights as any other Unit owner. In addition to the foregoing, the Declarant reserves the right and easement for so long as it owns such an unsold Unit to:
- (i) lease, rent and license the use of any unsold Unit, or Parking Space;
 - (ii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of Units; and
 - (iii) use any Unit owned by the Declarant as an office for the Declarant's use.

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- (C) The Declarant and its authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium, including in or upon the Building and other structures and improvements forming part thereof, (excepting a Unit owned by one other than the Declarant), and the Common Areas and Facilities, such sales signs and other advertising and promotional notices, displays and insignia as it shall deem necessary or desirable.
- (D) The Declarant and its contractors shall have the right and easement to enter upon all or any portion of the Common Areas and Facilities with workers, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by this Section (h)III and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in this Section (h)III. This easement shall include the right to store at, in or upon the Common Areas and Facilities temporary structures, vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.
- (E) The Declarant shall have the unilateral right and easement to construct, modify, or demolish Units, and other structures and improvements and all Unit owners, mortgagees and the Trustees of the Condominium Trust shall be deemed to have assented thereto.
- (F) Ownership of the Buildings together with the Units, Parking Spaces and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant who shall have the right to sell and convey the said Units (and Parking Spaces) without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.
- (G) The following sub-paragraphs are set forth to further describe the scope of the Declarant's reserved rights and easements under this Section (h) III:
- (i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master

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Deed to add all or any portion or portions of future Phases to the Condominium and/or to add new Units to the Condominium as part of future phases shall expire twenty-one (21) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- (1) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Section reach eighty-eight (88); or
 - (2) The Declarant shall record with the Middlesex South District Registry of Deeds an unambiguous statement specifically limiting or relinquishing its reserved rights to amend this Master Deed to add additional Phases and Units to the Condominium.
- (ii) Location of Future Improvements. The Units to be added to the Condominium will be located in 2000 Albion Road and 3000 Albion Road.
- (iii) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of Buildings, Units, and Parking Spaces and other appurtenances. The Declarant shall have the right to construct Buildings A, B and C and Units and Phases and Sub-phases and add same to the Condominium in any order, and the Declarant shall not be obligated to construct Buildings or Units or Phases or Sub-Phases in numerical order, but may construct Buildings, Units, Phases or Sub-phases and add Buildings, Units and Phases or Sub-phases to the Condominium in any order which the Declarant may desire. The Declarant shall have the right and easement to add sub-phases. A sub-phase shall be a portion of a phase. For example, the Declarant may decide to construct and add to the Condominium by unilateral amendment to this Master Deed sub-phase IIA, containing less than the number of Units originally contemplated in Phase II.
- (iv) Units Which May be Added by Future Phases. The Declarant may unilaterally amend this Master Deed to add new Units to the Condominium as part of future phases.
- (v) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the size, height, type of construction, architectural design and principal construction materials of Buildings B and C and the Units which are to be added to the

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Condominium as part of future phases. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Section (d) hereof.

- (vi) Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right and easement to designate certain portions of the Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phase(s).
- (vii) The Declarant may add future phase(s) and 2000 Albion Road and 3000 Albion Road and Unit(s) in 2000 Albion Road and 3000 Albion Road therein to the Condominium by unilaterally executing and recording with the Middlesex South District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:
 - (1) An amended Exhibit B describing the Building(s) being added to the Condominium.
 - (2) If the boundaries of the Unit(s) being added to the Condominium vary from those described in said Section (d), said amended Exhibit B shall describe any variations in the boundaries of such Units from those boundaries set forth in Section (d) of this Master Deed, and the definition of the Common Areas and Facilities contained in Section (e) hereof shall be modified, as necessary, with respect to such Unit(s).
 - (3) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, and setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the condominium based upon the addition of the new Unit(s). Such percentage ownership shall be calculated in accordance with the Act.
 - (4) Floor plan(s) for the new Units being added to the condominium, which floor plan(s) shall comply with the requirements of the Act.
- (viii) It is expressly understood and agreed that all Unit Owners, and all persons claiming, by through or under Unit owners including the holders of any mortgages or other encumbrances with respect to any Unit, all mortgagees, and the Trustees of the Condominium

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Trust shall be deemed to have consented to all amendments adding new phases to the Condominium and all other amendments made pursuant to this Section (h)III and the only signature which shall be required on any such amendment is that of the Declarant or its successors or assigns. Any such amendment, when so executed by the Declarant or its successors or assigns and recorded with the Middlesex South District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Unit Owner understands and agrees that as additional phase(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, and the value of his Unit will represent a comparable proportion of the estimated aggregate fair value of all Units then in the Condominium. Each Unit Owner consents to the change in the percentage of undivided ownership in the Common Areas and Facilities and his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, as set forth above. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of the Master Deed amendment shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of the Master Deed amendment. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase or sub-phase to the Condominium, and such new percentage interests shall be effective upon the recording of each such amendment to this Master Deed which adds a new phase or sub-phase to the Condominium. In any event, the new percentage interests shall be set in accordance with the provisions of the Act.

- (ix) Every Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved easements and rights under this Section (h)III and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the common Areas and Facilities of the Condominium when new phase(s) are added to the

Master Deed

Condominium by amendment to this Master Deed pursuant to this Section (h)III.

- (x) In the event that notwithstanding the provisions of this Section (h)III to the contrary, it shall ever be determined that the signature of any Unit owner, other than the Declarant, or its successors and assigns, is required on any amendment to this Master Deed which adds a Building, Unit(s), and/or new phase(s) to the Condominium, then the Declarant, its successors and assigns shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner and each Unit owner; (whether his deed be from the Declarant as grantor or from any other party) and each Unit owner hereby constitutes and appoints the Declarant as his attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.
- (xi) The Declarant hereby reserves the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete the Condominium and construction of the Buildings, improvements and Units and the phasing of any of the same into the Condominium notwithstanding that any of the same may be required to be done beyond any time or period as may be otherwise provided herein so long as any such act or omission shall not be in violation of any rule of law, then in effect.
- (xii) All Units shall be substantially completed prior to being added to the Condominium by amendment of this Master Deed. All future phases will be consistent with the initial improvements in terms of quality of construction.
- (xiii) The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as he shall determine to be appropriate or desirable, one or more facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. The Declarant may turn such facilities, over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Section (h)III, however, shall in any way

Master Deed

obligate the Declarant to construct, erect or install any such common use facility as part of the Condominium development.

- (xiv) Until the Declarant or its successors-in-title or their nominees have sold and conveyed all of the Units in all phases the Declarant and its successors-in-title and their nominees may use one or more Units and one or more Parking Spaces for sales offices, marketing functions and models.

Notwithstanding anything to the contrary herein, the Declarant shall not be compelled to add any Phase(s), Buildings, Units, Parking Spaces or any other structure or facility whatsoever beyond Phase I.

(i) Condominium Unit Owners' Association.

The name of the Condominium Trust which has been formed and through which the Unit Owners will manage and regulate the Condominium hereby established is The Village at Bedford Woods Condominium Trust under Declaration of Trust of even date to be recorded herewith. The initial address of the Trust is Middlesex Point, LLC, 780 Dedham Street, Suite 400, Canton, Massachusetts 02021. Subsequent to the expiration of the term of the Initial Board, the address of the Trust will be 1000 Albion Road, Bedford, Massachusetts 01730. Said Declaration of Trust establishes that all Unit Owners in the Condominium shall be beneficiaries of said Condominium Trust and that the beneficial interest of each Unit Owner in said Condominium Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The names and address of the initial Trustee of said Condominium Trust and its term of office are as follows:

Middlesex Point, LLC, a Massachusetts limited liability company, and Richard W. Vazza, both with an address of 780 Dedham Street, Suite 400, Canton, Massachusetts 02021.

Term: As set forth in Section 3 of the Declaration of Trust of The Village at Bedford Woods Condominium Trust.

The Trustec has enacted By-Laws pursuant to the Act, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

(j) Name of Condominium.

The Condominium hereby established shall be known as "The Village at Bedford Woods Condominium".

Master Deed**(k) Encroachments.**

If any portion of the common areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the Buildings, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, or (4) repair or restoration of the Buildings or any Unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the Buildings stand.

(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of the other Units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other Units and located in a Unit. Subject to the provisions of Section 22 of the Condominium Trust, the Trustees shall have a right of access to each Unit and Exclusive Use Area, to inspect the same, to remove violations there from and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the Buildings. Nothing in this Section shall be deemed to grant to any Unit Owner the right of access to any Unit other than his own.

(m) Comprehensive Permit.

Reference is hereby made to a Comprehensive Permit issued by the Town of Bedford on August 26, 2004 Case No. 035-04 (the "Comprehensive Permit"). Pursuant to the provisions of the Comprehensive Permit:

1. All driveways, sidewalks and emergency access within the Subject Property will be maintained by the Condominium Trust. The Condominium Trust shall be responsible for snow removal on driveways, sidewalks and emergency access.
2. The Condominium Trust shall be responsible for refuse removal from the Subject Property and for recycling services. The Condominium Trust may specify the procedure to be used in moving refuse from Units to dumpsters, which, at the option of the Condominium Trust, will be the responsibility of each Unit owner.

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3. The Condominium Trust and all Unit owners shall be forever bound by all conditions and restrictions contained in the Comprehensive Permit.
4. There shall be no amendments to provisions in the Comprehensive Permit regarding or relating to the Affordable Units without the approval of the Town of Bedford Board of Appeals.
5. The Deed Rider and Regulatory Agreement attached hereto are hereby incorporated herein and made a part hereof.

(n) Creation of Contiguous Units; Division of Units; Certain Changes.**Contiguous Units.**

In the event that at any time or from time to time two (2) or more contiguously located Units (whether such Units are contiguous vertically or horizontally) are in common ownership and if the owner of such Units (hereinafter called the "Contiguous Owner") desires to cut an opening, or openings between such Units in order to physically connect such Units in a so-called contiguous or duplex arrangement, the following procedure shall apply:

- (A) The Contiguous Owner shall send written notice to the Trustees of his intention to so physically connect such Units and such notice shall be accompanied by (i) detailed plans and specifications showing the proposed work (the "Plans") drawn by an architect registered in Massachusetts, and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the Buildings, and (iii) a written agreement under which the Contiguous Owner obligates himself to the other Unit Owners and to the Trustees to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the Buildings or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities and that all bills for labor and materials will be promptly paid by the Contiguous Owner, and that the Contiguous Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Contiguous Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees may engage to advise them as to any aspect of such work (provided that the Trustees may, but shall not be obligated to engage an architect to so advise them), and any other reasonable expenses of the Condominium Trust arising from the Contiguous Owner's activities under the provisions of this Section (n). The Contiguous Owner shall secure all necessary permits prior to the commencement of the work. The Contiguous Owner and any contractor engaged by the Contiguous Owner shall secure liability insurance in an

Master Deed

amount not less than one million (\$1,000,000.00) dollars, or such higher amount as may reasonably be required by the Trustees, such insurance naming the Condominium Trust as additional insured, and deliver to the Trustees evidence of such insurance coverage and proof of payment of the premium therefore prior to the commencement of the work. The work shall be performed in such manner as to minimize disturbances to other Unit owners and occupants.

- (B) No such work shall commence unless and until the Trustees shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the Buildings, or adversely affect pipes, wires, risers or utilities which are part of the common areas and facilities, but for no other reason. Following such consent, the Contiguous Owner shall expeditiously proceed with the work in accordance with such written agreement and Plans and with this Section (n) of this Master Deed.
- (C) At the completion of the work, the Contiguous Owner shall notify the Trustees, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and in accordance with the Plans, and that the performance of such work has not impaired the structural integrity of the Buildings or adversely affected pipes, wires, risers or utilities which are part of the common areas and facilities. During such time as the Units are physically connected, the Contiguous Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and repass through the common areas and facilities which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in common ownership have been combined into a contiguous arrangement as hereinabove set forth, the then Contiguous Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such contiguous arrangement by following the procedure set forth hereinabove in this Section (n) of this Master Deed, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such contiguous arrangement, so that such Units are no longer physically connected. Thereafter, the Units that were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section (n) of this Master Deed. If a Unit Owner physically connects (or disconnects)

Master Deed

Units which he owns in a contiguous arrangement as set forth above, the Trustees shall unilaterally amend this Master Deed, but only to reflect the creation (or reversal) of such contiguous arrangement. Such amendment shall be accompanied by a plan prepared and certified in accordance with the Act. The cost of all such amendments, including the preparation of plans, shall be borne solely by the Unit Owner who connected (or disconnected) his Units.

II. Changes in Unit Configurations.

In order to meet the requirements of prospective condominium Unit buyers, and for additional marketing and other considerations, the Declarant hereby reserves for itself, and its successors and assigns, the easement, right and power, without the consent of any Unit Owner or any mortgagee, or any of the Trustees, to unilaterally amend this Master Deed at any time and from time to time to change the number, size, location, and configuration of Units at any time and from time to time, provided that contemporaneously with the recording of said amendment a plan conforming with the requirements of the Act shall be prepared and recorded at the Declarant's expense showing such changes. The Declarant shall have the easement, right and power to combine Units in a so-called Contiguous arrangement, to combine Units with adjacent common areas and facilities for the purpose of creating a larger Unit, and to subdivide and separate Units, without complying with the provisions of subsection I hereof. The Declarant will make no unilateral change in a Unit after it has been conveyed to a third party.

III. Consent.

Each Unit Owner, by acceptance of the delivery of the deed to his Unit, shall thereby have consented to the provisions of this Section (n) including without limitation the right of the Declarant, its successors and assigns to unilaterally amend this Master Deed pursuant to this Section (n) without the requirement or necessity of securing any further consent or the execution of any further documents by such Unit Owner. For the purposes of this Section (n), each Unit Owner, by acceptance of a deed to a Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorney-in-fact for each such Unit Owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such Unit Owner's heirs and assigns to make such amendment(s). Furthermore, each Unit Owner shall cooperate with the Declarant, its successors and assigns, if requested, in connection with Declarant's efforts to obtain any zoning relief from the Town of Bedford which the Declarant may seek to effectuate the purpose of this Section (n), and not in any way to object to or to impede the efforts of the Declarant, its successors and assigns, and the Declarant's agents and other designees, to obtain such zoning relief, to perform construction, and to amend this Master Deed at any time and from time to time as set forth in this Section (n).

IV. Non Load-Bearing Partitions.

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Any Unit Owner shall have the right to move, demolish, or alter an interior non load-bearing partition in his Unit, provided that such Unit Owner follows the same procedure as set forth in subsection I, (A), (B) and (C) of this Section (n). No Unit Owner shall move, alter or affect any structural or load bearing wall or member.

(o) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust.

All present and future owners, visitors, servants and occupants of Units and Parking Spaces shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit deed, the Declaration of Trust of the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into occupancy of any Unit, or Parking Easement shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit deed, and the Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, or Parking Easement as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof. Nothing in this Section shall be deemed to change or modify the provisions of section (h) hereof.

(p) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association.

Reference is hereby made to Section 32 of the By-Laws of the Condominium Trust that is hereby incorporated herein by this reference and made a part hereof.

(q) Assignability.

All rights, easements and powers reserved to the Declarant and its successors and assigns in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, including, but not limited to the easements, rights and powers reserved in Section (n) may be conveyed and assigned by the Declarant and its successors and assigns, absolutely or as security, as appurtenant rights and powers, or to be held in gross, provided that any such assignee of the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed and in the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, provided, however, that if such assignee is an institutional mortgagee such mortgagee shall only be bound by such obligations of the Declarant to

Master Deed

the extent that such mortgagee expressly assumes such in writing at the time of such assignment or to the extent that such obligations are appurtenant to any Units as to which such mortgagee is the Declarant's successor-in-interest. A purchaser of one or more Units, or Parking Easements which constitute less than all of the Units, or Parking Easements then owned by the Declarant shall not be deemed the "successor or assign" of the Declarant for purposes of this Section (q) except as to the specific Unit(s) and Parking Easements conveyed to such grantee, unless the instrument of conveyance or assignment (which may be a portion of a deed) specifically refers to this Section (q) and unambiguously states that the grantee shall be deemed the successor and assign of the Declarant and such instrument is recorded in the Middlesex South District Registry of Deeds.

(r) Invalidity.

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

(s) Waiver.

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

(t) Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

(u) Conflicts.

This Master Deed is set forth to comply with the requirements of the Act. In case any of the provisions stated above conflict with the provisions of the Act, the provisions of the Act shall control.

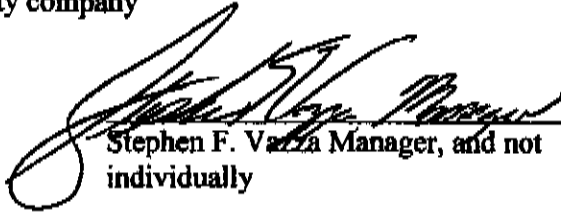
(v) Non-Recourse.

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Declarant hereof shall be strictly limited to the Declarant's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the Declarant's other assets (if any) or against any of the Declarant's members, managers, or any director, officer, employee or shareholder of any of the foregoing. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

EXECUTED as an instrument under seal this 21ST day of September, 2006.

Middlesex Point, LLC, a Massachusetts limited liability company

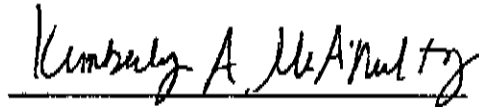
By:


Stephen F. Vazza Manager, and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 21ST day of September, 2006, before me, the undersigned notary public, personally appeared Stephen F. Vazza, Manager of Middlesex Point, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 1/29/2010

**Exhibit A to Master Deed
Description of Land**

**THE VILLAGE AT BEDFORD WOODS CONDOMINIUM
ALBION ROAD
BEDFORD, MASSACHUSETTS**

EXHIBIT A

Incorporated by reference into and made a part of the Master Deed of The Village at Bedford Woods Condominium, Albion Road, Bedford, Middlesex County, Massachusetts.

DESCRIPTION OF LAND

The land located in the Town of Bedford, County of Middlesex, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Southerly by Albion Road, 584.75 feet;

Southwesterly by Phase I, 356.76 feet;

Northwesterly by Wyman Road by three courses measuring respectively 103.96 feet, 338.69 feet, and 222.84 feet; and

Northeasterly by land now or formerly of Stiles Realty Trust, 731.83 feet.

For title reference, see deed from AM-US, Inc., and Arturo J. Gutierrez and John A. Cataldo, Trustees, to the Declarant dated September 27, 2004 recorded in the Middlesex South District Registry of Deeds in Book 43879 at Page 317.

The above described land has the benefit of and is and are subject to rights, restrictions, easements, and agreements of record, if any, so far as are now in force and applicable. Said premises are also subject to easements for utility and telephone services granted to any public utility or telephone company by the Declarant, whether granted heretofore or hereafter, to the extent that the same are now or hereafter in force and applicable. The Trustees of the Condominium Trust shall have the right to grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium project.

**Exhibit B to Master Deed:
Description of Buildings**

**THE VILLAGE AT BEDFORD WOODS CONDOMINIUM
ALBION ROAD
BEDFORD, MASSACHUSETTS**

EXHIBIT B

Incorporated by reference into and made a part of the Master Deed of The Village at Bedford Woods Condominium, Albion Road, Bedford, Middlesex County, Massachusetts.

DESCRIPTION OF BUILDINGS

There is one (1) building on the Land which is described on Exhibit A to this Master Deed, 1000 Albion Road. 1000 Albion Road contains three (3) stories, plus an underground garage level. 2000 Albion Road and 3000 Albion Road may be added to the Condominium in the manner set forth in Section (h)III hereof. 2000 Albion Road is projected to contain three (3) stories. 3000 Albion Road is projected to contain three (3) stories. The Buildings are wood, with wood joists. The interior walls are drywall. The roofs are asphalt shingle. 1000 Albion Road contains thirty (30) Units; all three Buildings, if added to the Condominium, contain a total of eighty-eight (88) Units.

1000 Albion Road

1000 Albion Road has an underground parking garage, all of which is common, and the parking spaces are governed by the provisions of Section (d)IV hereof. The parking garage level contains an elevator lobby, electrical machine/meter room, fire sprinkler/water meter room, telecommunications room, mechanical room, trash room elevator machine room, a portion of three (3) stairways, and a portion of the elevator shaft, all of which are common. The parking garage level also contains parking spaces 1 through 71, inclusive. Some of the parking spaces are tandem parking spaces, comprised of one space behind another.

The First Floor contains the main entry to the Building, an entry vestibule/mailroom, lobby, trash room, mechanical/electrical room, a portion of two (2) stairways, a portion of the elevator shaft, an elevator lobby, and a corridor, all of which are common.

The First Floor also contains Units 1101 Albion Road, 1102 Albion Road, 1103 Albion Road, 1104 Albion Road, 1105 Albion Road, 1106 Albion Road, 1107 Albion Road, 1108 Albion Road, 1109 Albion Road, and 1110 Albion Road.

The Second Floor contains a portion of two (2) stairways, a portion of the elevator shaft, mechanical room, a trash room, and a corridor, all of which are common.

The Second Floor also contains Units 1201 Albion Road, 1202 Albion Road, 1203 Albion Road, 1204 Albion Road, 1205 Albion Road, 1206 Albion Road, 1207 Albion Road, 1208 Albion Road, 1209 Albion Road, and 1210 Albion Road.

**Exhibit B to Master Deed:
Description of Buildings**

The Third Floor contains a portion of two (2) stairways, a portion of the elevator shaft, mechanical room, a trash room, and a corridor, all of which are common.

The Third Floor also contains Units 1301 Albion Road, 1302 Albion Road, 1303 Albion Road, 1304 Albion Road, 1305 Albion Road, 1306 Albion Road, 1307 Albion Road, 1308 Albion Road, 1309 Albion Road, and 1310 Albion Road.

1000 Albion Road contains a total of thirty (30) Units.

**Exhibit C to Master Deed:
Description of Units**

Building A

**THE VILLAGE AT BEDFORD WOODS CONDOMINIUM
ALBION ROAD
BEDFORD, MASSACHUSETTS**

EXHIBIT C

Incorporated by reference into and made a part of the Master Deed of The Village at Bedford Woods Condominium, Albion Road, Bedford, Middlesex County, Massachusetts.

DESCRIPTION OF UNITS

The description of each Unit, and statement of its location, approximate area, number and designation of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium, are as set forth in this Exhibit C:

There are ten (10) unit types, as follows:

Type A Units contain a kitchen, bedroom, living area, dining area, bath, laundry room, powder room, foyer, and deck, a total of 9 rooms.

Type B Units contain a kitchen, two bedrooms, living area, dining area, two bathrooms, laundry room, foyer, and deck, a total of 10 rooms.

Type B-1 Units contain a kitchen, two bedrooms, living area, dining area, two bathrooms, laundry room, foyer, and a deck, a total of 10 rooms.

Type C Units contain a kitchen, breakfast room, two bedrooms, living area, dining area, dressing area, two bathrooms, powder room, laundry room, foyer, and a deck, a total of 13 rooms.

Type D Units contain a kitchen, breakfast room, two bedrooms, living area, dining area, library, two bathrooms, powder room, laundry room, foyer, and a deck, a total of 13 rooms.

Type E Units contain a kitchen, breakfast room, two bedrooms, living area, dining area, library, two bathrooms, powder room, laundry room, foyer, and a deck, a total of 13 rooms.

Type F Units contain a kitchen, nook, two bedrooms, living area, dining area, library, two bathrooms, powder room, laundry room, foyer, and a deck, a total of 13 rooms.

Type G Units contain a kitchen, nook, two bedrooms, living area, dining area, library, two bathrooms, powder room, laundry room, foyer, and a deck, a total of 13 rooms.

Type I Units contain a kitchen, breakfast room, bedroom, living area, dining area, bathroom, powder room/laundry, foyer, and a deck, a total of 9 rooms.

Type J Units contain a kitchen, bedroom, living area, dining area, den, bathroom, powder room, laundry room, foyer, and a deck, a total of 10 rooms.

**Exhibit C to Master Deed:
Description of Units**

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET	UNIT TYPE	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORTIONATE INTEREST OF UNIT IN COMMON AREAS AND FACILITIES
1101 Albion Road	First Floor - 1000 Albion Road	1,345	J	Corridor, Building doors	3.21%
1102 Albion Road	First Floor - 1000 Albion Road	1,064	I	Corridor, Building doors	2.63%
1103 Albion Road	First Floor - 1000 Albion Road	1,748	E	Corridor, Building doors	4.04%
1104 Albion Road	First Floor - 1000 Albion Road	1,832	F	Corridor, Building doors	4.45%
1105 Albion Road	First Floor - 1000 Albion Road	1,208	A	Corridor, Building doors	1.16%
1106 Albion Road	First Floor - 1000 Albion Road	1,708	D	Corridor, Building doors	3.81%
1107 Albion Road	First Floor - 1000 Albion Road	1,708	D	Corridor, Building doors	3.81%
1108 Albion Road	First Floor - 1000 Albion Road	1,832	F	Corridor, Building doors	4.24%
1109 Albion Road	First Floor - 1000 Albion Road	2,144	G	Corridor, Building doors	4.96%
1110 Albion Road	First Floor - 1000 Albion Road	1,450	B	Corridor, Building doors	1.32%
1201 Albion Road	Second Floor - 1000 Albion Road	1,446	B-1	Corridor, Stairway	1.32%
1202 Albion Road	Second Floor - 1000 Albion Road	1,617	C	Corridor, Stairway	3.64%
1203 Albion Road	Second Floor - 1000 Albion Road	1,748	E	Corridor, Stairway	4.11%
1204 Albion Road	Second Floor - 1000 Albion Road	1,832	F	Corridor, Stairway	4.31%

NOTE: Decks are included in room count, but are not included in the square foot measurements.

**Exhibit C to Master Deed:
Description of Units**

1000 Albion Road

1205 Albion Road	Second Floor - 1000 Albion Road	1,208	A	Corridor, Stairway	1.16%
1206 Albion Road	Second Floor - 1000 Albion Road	1,708	D	Corridor, Stairway	3.86%
1207 Albion Road	Second Floor - 1000 Albion Road	1,708	D	Corridor, Stairway	3.86%
1208 Albion Road	Second Floor - 1000 Albion Road	1,832	F	Corridor, Stairway	4.31%
1209 Albion Road	Second Floor - 1000 Albion Road	2,144	G	Corridor, Stairway	5.05%
1210 Albion Road	Second Floor - 1000 Albion Road	1,450	B	Corridor, Stairway	1.32%
1301 Albion Road	Third Floor - 1000 Albion Road	1,446	B-1	Corridor, Stairway	1.32%
1302 Albion Road	Third Floor - 1000 Albion Road	1,617	C	Corridor, Stairway	3.70%
1303 Albion Road	Third Floor - 1000 Albion Road	1,748	E	Corridor, Stairway	4.19%
1304 Albion Road	Third Floor - 1000 Albion Road	1,832	F	Corridor, Stairway	4.38%
1305 Albion Road	Third Floor - 1000 Albion Road	1,208	A	Corridor, Stairway	1.16%
1306 Albion Road	Third Floor - 1000 Albion Road	1,708	D	Corridor, Stairway	3.92%
1307 Albion Road	Third Floor - 1000 Albion Road	1,708	D	Corridor, Stairway	3.92%
1308 Albion Road	Third Floor - 1000 Albion Road	1,832	F	Corridor, Stairway	4.38%
1309 Albion Road	Third Floor - 1000 Albion Road	2,144	G	Corridor, Stairway	5.14%
1310 Albion Road	Third Floor - 1000 Albion Road	1,450	B	Corridor, Stairway	1.32%

NOTE: Decks are included in room count, but are not included in the square foot measurements.