

VILLAGES AT CRANE MEADOW CONDOMINIUM

F-33

MASTER DEED
PHASE I - SUB PHASE A

This Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM made this eighth day of February 2000.

WITNESSETH that WILLIAMS VILLAGE, L.L.C., a Massachusetts limited liability company with its certificate of organization on file with the Commonwealth of Massachusetts, 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 General Laws of Massachusetts Chapter 183A as amended and by this Master Deed does create a Condominium, to be governed by and subject to the provisions of said Chapter 183A as amended and including any further 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 CRANE MEADOW CONDOMINIUM. The premises which constitute the condominium, comprise the land (the "Land") which is situated at 551 Williams Street, Marlborough, Middlesex 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, "Plan of Land in Marlborough, MA prepared for: Williams Village, LLC, 38 Brigham Street, Marlborough, MA 01752 Prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752 date: September 3, 1999

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Scale: 1" = 60', to be recorded herewith, said premises being bounded and described as set forth on the attached Schedule A.

PHASE I SUB PHASE "A"

THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase I Sub Phase "A" consists of three (3) units and is the first Sub Phase of the First Phase of a Three (3) 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 plan hereinbefore mentioned. When and if all Phases are complete, the Condominium will contain ninety-one (91) units. Said Phase I Sub Phase "A" consists of one building, Building #2 containing three (3) units, each unit having access through a private road named Heatherwood Drive to Williams Street, a public way in Marlborough, Middlesex County, Massachusetts, all as shown on the Condominium Plans hereinafter referred to and which shows the layout, location, unit numbers and dimensions of the units as built. Said Building #2 containing the three (3) units are shown on plans entitled:

"The Villages at Crane Meadow Condominium Phase I Sub-Phase "A"-Building 2-The Village of Winchester-Heatherwood Drive, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyons, Massachusetts Registered Architect No. 5551 and dated February 8, 2000 enumerating Building 2, Master Deed, Drawings 1 and 2 inclusive and a plan entitled:

"The Villages at Crane Meadow Condominiums Building #2 (Phase 1 Subphase A) the Village at Winchester Heatherwood Drive, Marlborough, MA" prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: February 2, 2000
Scale: 1"=50'.

Said Plans to be recorded herein and in Book _____ Page _____.

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 to be designated as Sub Phase "B" and "C" of Phase I and of Phase II and Phase III to be located on the Condominium Plan hereinbefore referred to. The Declarant also reserves the right to have as an appurtenance to the construction of Sub Phases B & C of Phase I and of Phase II and Phase III 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 Sub Phase "B" and "C" of Phase I and Phase II and Phase III. 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 Sub Phase "B" and "C" of Phase I and Phase II and Phase III provided that such easement for access and construction shall not interfere with the access of the owners of the units in Phase I Sub Phase "A" 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.

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 three initial Phases are completed, the Condominium will contain ninety-one (91) units.

In addition to the foregoing, the Declarant also reserves the right but not the obligation to acquire additional land which lies immediately adjacent to but is not a part of the premises set forth in Schedule A and to amend this Master Deed by adding one additional phase, which will be designated as Phase IV. In the event the adjacent land is acquired and Phase IV is created, said Phase IV and all of the units and common areas contained therein will be subject to and with the benefit of all of the terms, rights, provisions,

conditions and obligations of this Master Deed. The Declarant also reserves the right but not the obligation to create sub phases within the contemplated Phase IV. This reservation by the Declarant shall include, but not be limited to the right to grant easements to pass and repass over, under and upon all roads, ways common areas and facilities created under Phase I, II and III of this Master Deed for ingress and egress to and from Williams Street and otherwise, and to connect to and use all sewer, water, cable, gas and electrical line, conduits, ducts and other utility lines and services situated and to be situated in, under, over and across said roads, ways and commons areas and facilities. Any unit owners under Phase IV shall have all of the rights and obligations under the Master Deed as all other unit owners located in Phases I, II and III and shall have their percentage of interest of their respective unit established pursuant to the terms of the Master Deed 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 and telephone 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 TO MANAGE AND REGULATE THE CONDOMINIUM

The Villages At Crane Meadow Condominium Association, Inc. hereinafter referred to as the "Association", has been created pursuant to the provisions of Chapter 180 of the General Laws of Massachusetts, as the organization of unit owners. This not for profit corporation will manage and regulate the aforesaid Condominium, pursuant to the By-Laws of the Association, this Master Deed, and the provisions of Chapter 183A of the General Laws of Massachusetts as amended. 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. **The Villages At Crane Meadow 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.

4. DESCRIPTION OF BUILDING

Phase I Sub Phase "A" of the Condominium consists of one (1) buildings, Building # 2 which consists of three (3) units and has access through a walkway, driveway and Heatherwood Drive to Williams Street 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 concrete foundation, wood frame, and simulated 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 B, and 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 to rafters;
- c). Interior Building Walls Between the Units: The plan 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 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 units 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 or Units subject to such rule and regulations and approval process as may be determined by said 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 dated April 5, 1999 issued by the City Council of Marlborough as order No. 99-7967, recorded 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 age 55 years 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 (2) 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 warrant the issuance of such waiver. This

waiver provision shall also be applicable to subsection (a) above.

(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 said 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 dated April 5, 1999 issued by the City Council of Marlborough as order No. 99-7967, recorded with the Middlesex South District Registry of Deeds.

(i) All Units are subject to the conditions set forth in the Order of Conditions numbered DEP212-762 issued July 9, 1999 by the Conservation Commission of the City of Marlborough which order was recorded in Middlesex South District Registry of Deeds as Instrument Number 52 on July 20, 1999. Without limiting the foregoing all units are specifically subject to the ongoing conditions set forth below and which conditions shall be incorporated into each unit Deed:

1. Any activity located within 100 feet of wetlands that may dredge, fill, remove or alter the area including removal of vegetation is subject to Massachusetts Wetlands Protection Act. No work of any type is to occur within 20 feet of the wetland boundary except maintenance and/or work necessary to uphold the integrity of this Order of Condition.

2. Each Buyer of a Unit shall, at the time of the execution of a valid Purchase and Sales Agreement make a written acknowledgement that no encroachment or alterations other than pedestrian shall occur within the 20 foot buffer zone as shown on the plan approved by the said Conservation Commission. A record of the written acknowledgement shall be kept by the Seller which shall be available for review and inspection by the Conservation Commission.

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 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 added to and amended, together with the benefit of and subject to the rights and easements referred to in this Master Deed and on The Villages at Crane Meadow 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 I through III, 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 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-even (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, for itself, 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 and III (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 statute 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 proceeds 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.

a). 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;

b). 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.

c). 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. The term "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 neither 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.

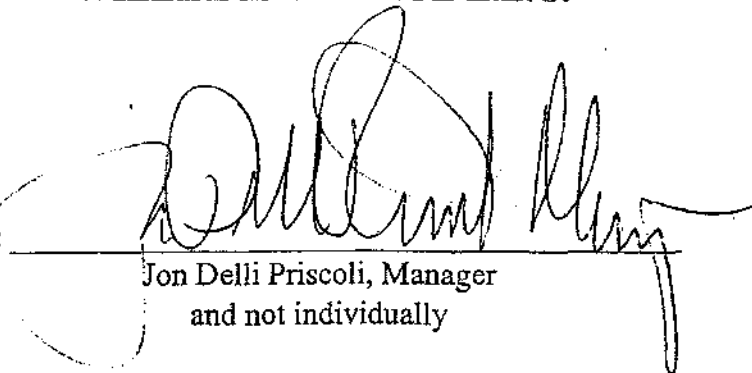
e). Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A as amended and the mandatory provisions of such statute shall prevail.

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.

IN WITNESS WHEREOF, the said WILLIAMS VILLAGE, L.L.C. has executed this document as an instrument under seal, this 10th day of February 2000.

WILLIAMS VILLAGE L.L.C.

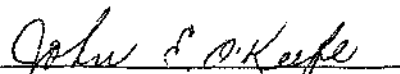
By: 
Jon Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

February 10, 2000

Then personally appeared the above-named Jon Delli Priscoli, Manager as aforesaid and acknowledged that the execution of the foregoing instrument to be the free act and deed of Williams Village, L.L.C., before me.


Notary Public: (Massachusetts)
My Commission Expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM

SCHEDULE A
PARCEL I

The land in Marlborough, Massachusetts, with the buildings thereon, situated on Williams Street, containing ten (10) acres, more or less, bounded and described as follows:

BEGINNING at the northeasterly corner of the granted premises on the westerly side of Williams Street at land of Martin, now or formerly;

THENCE southerly by said Williams Street six hundred eighty-nine and eight tenths (689.8) feet to an angle at land of August H. and Nellie Nystrom, now or formerly;

THENCE S. 88-1/4 degrees W. one hundred (100) feet;

THENCE N. 70 degrees W. nine hundred forty-four and five tenths (944.5) feet to an angle at land of Martin, now or formerly, the last two courses being by said land of August H. and Nellie Nystrom, now or formerly;

THENCE N. 36 degrees E. one hundred sixty-nine (169) feet;

THENCE N. 38-1/4 degrees E. forty-six (46) feet;

THENCE N. 69-1/2 degrees E. fifty-two (52) feet; N. 76-3/4 degrees E. one hundred twenty-six (126) feet; N. 71 degrees E. one hundred thirty-five (135) feet; N. 52 degrees E. seventy-eight (78) feet, all by the wall as it now stands;

THENCE N. 84-3/4 degrees E. one hundred thirty-seven (137) feet to the end of the wall;

THENCE N. 86-3/4 degrees E. as the wall stands four hundred fifty-one (451) feet to the place of beginning, the last eight courses all being by land of Martin, now or formerly.

Said parcel is 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:

Order under G.L. c. 31, s. 40A, from the Commonwealth of Massachusetts Department of Environmental Management, File No. 444-77-2, recorded with the Middlesex South District Registry of Deeds Book 13425, Page 339.

Order of Conditions from the Marlborough Conservation Commission, DEQE File No. 212-180, recorded with said Registry of Deeds Book 16065, Page 350

For title see deed from Elizabeth Ann Belmore to Williams Village LLC dated June 28, 1999 recorded in Middlesex South District Registry of Deeds in Book 30354 Page 89.

PARCEL II

The land in Marlborough, Middlesex County, Massachusetts, situated on the westerly side of Williams Street, and being shown as Lot #4 on Plan of land entitled "Compiled Plan of Land in Marlborough, MA, Prepared By: Bruce Saluk & Associates, Inc., Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: November 11, 1998, Scale: 1" = 40'," recorded in the Middlesex South District Registry of Deeds as Plan #58 of January 21, 1999, Instrument #174.

Containing 640,364 square feet (14.70 acres), more or less, all according to said Plan.

Subject to 30' Wide Sewer Easement as shown on said Plan.

For title reference see deed of Nancy M. True, Trustee, Tina South Realty Trust to Williams Village, L.L.C., dated January 20, 1999, recorded January 21, 1999 as Instrument No. 176 and in Book 29685 Page 74.

Said parcel is conveyed subject to and with the benefit of the following:

Commonwealth of Massachusetts Environmental Management Order Under G.L., c. 131, s. 40A, recorded in the Middlesex South District Registry of Deeds Book 13425, Page 339.

Marlborough Conservation Commission Order of Conditions, File No. 212-180, recorded with said Registry of Deeds Book 16065, Page 350.

Taking for Sewer and Municipal Services by City of Marlborough dated June 3, 1985, and recorded with said Registry of Deeds Book 16249, Page 56.

Both Parcel I and Parcel II are subject to and with the benefit of easements, rights, restrictions and agreements of record in so far as the same are in force and applicable including but not limited to the following:

1. Terms and conditions of City of Marlborough Conservation Commission Order of Conditions number 212-762 dated July 9, 1999.
2. Terms and conditions of Special Permit issued by the City Council of the City of Marlborough as order number 99-7967 dated April 5, 1999.

THE VILLAGES AT CRANE MEADOW CONDOMINIUM

SCHEDULE B

PHASE I

Sub Phase "A"

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
2	12	18 Heatherwood Drive	1796 sf
2	13	14 Heatherwood Drive	1714 sf
2	14	10 Heatherwood Drive	1717 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
1	1	51 Heatherwood Drive	1714 sf
1	2	53 Heatherwood Drive	1796 sf
1	3	55 Heatherwood Drive	1838 sf
1	4	57 Heatherwood Drive	1838 sf
1	5	59 Heatherwood Drive	1796 sf
1	6	61 Heatherwood Drive	1985 sf
1	7	60 Heatherwood Drive	1985 sf
1	8	58 Heatherwood Drive	1838 sf ✓
1	9	56 Heatherwood Drive	1796 sf
1	10	54 Heatherwood Drive	1796 sf
1	11	52 Heatherwood Drive	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
3	15	11 Heatherwood Drive	1796 sf
3	16	9 Heatherwood Drive	1838 sf
3	17	7 Heatherwood Drive	1838 sf
3	18	5 Heatherwood Drive	1714 sf
3	19	3 Heatherwood Drive	1714 sf
3	20	1 Heatherwood Drive	1796 sf

PHASE II

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
4	21	2 Whispering Brook Road	1717 sf
4	22	4 Whispering Brook Road	1796 sf
4	23	6 Whispering Brook Road	1838 sf
4	24	8 Whispering Brook Road	1838 sf
4	25	10 Whispering Brook Road	1714 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
4	26	12 Whispering Brook Road	1838 sf
4	27	14 Whispering Brook Road	1838 sf
4	28	16 Whispering Brook Road	1796 sf
4	29	18 Whispering Brook Road	1714 sf
4	30	20 Whispering Brook Road	1714 sf
4	31	22 Whispering Brook Road	1796 sf
4	32	24 Whispering Brook Road	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
5	33	40 Whispering Brook Road	1714 sf
5	34	42 Whispering Brook Road	1714 sf
5	35	44 Whispering Brook Road	1796 sf
5	36	46 Whispering Brook Road	1838 sf
5	37	48 Whispering Brook Road	1838 sf
5	38	49 Whispering Brook Road	1714 sf
5	39	47 Whispering Brook Road	1838 sf
5	40	45 Whispering Brook Road	1838 sf
5	41	43 Whispering Brook Road	1985 sf
5	42	41 Whispering Brook Road	1717 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
6	43	39 Whispering Brook Road	1838 sf
6	44	37 Whispering Brook Road	1838 sf
6	45	35 Whispering Brook Road	1796 sf
6	46	33 Whispering Brook Road	1838 sf
6	47	31 Whispering Brook Road	1838 sf
6	48	29 Whispering Brook Road	1796 sf
6	49	27 Whispering Brook Road	1796 sf
6	50	25 Whispering Brook Road	1985 sf

PHASE III

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
7	51	19 Whispering Brook Road	1985 sf
7	52	17 Whispering Brook Road	1838 sf
7	53	15 Whispering Brook Road	1838 sf
7	54	13 Whispering Brook Road	1796 sf
7	55	11 Whispering Brook Road	1796 sf
7	56	9 Whispering Brook Road	1838 sf
7	57	7 Whispering Brook Road	1838 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
7	58	5 Whispering Brook Road	1796 sf
7	59	3 Whispering Brook Road	1796 sf
7	60	1 Whispering Brook Road	1717 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
8	61	23 Deerfield Run	1796 sf
8	62	27 Deerfield Run	1714 sf
8	63	31 Deerfield Run	1714 sf
8	64	35 Deerfield Run	1714 sf
8	65	39 Deerfield Run	1714 sf
8	66	41 Deerfield Run	1838 sf
8	67	45 Deerfield Run	1801 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
9	68	60 Deerfield Run	1796 sf
9	69	64 Deerfield Run	1796 sf
9	70	68 Deerfield Run	1796 sf
9	71	72 Deerfield Run	1796 sf
9	72	76 Deerfield Run	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
10	73	81 Deerfield Run	1796 sf
10	74	79 Deerfield Run	1796 sf
10	75	77 Deerfield Run	1796 sf
10	76	75 Deerfield Run	1796 sf
10	77	73 Deerfield Run	1796 sf
10	78	71 Deerfield Run	1796 sf
10	79	69 Deerfield Run	1796 sf
10	80	67 Deerfield Run	1796 sf
10	81	65 Deerfield Run	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
11	82	15 Canterbury Way	1796 sf
11	83	17 Canterbury Way	1796 sf
11	84	19 Canterbury Way	1796 sf
11	85	21 Canterbury Way	1796 sf
11	86	23 Canterbury Way	1796 sf
11	87	25 Canterbury Way	1796 sf
11	88	27 Canterbury Way	1796 sf
11	89	29 Canterbury Way	1838 sf
11	90	31 Canterbury Way	1838 sf
11	91	33 Canterbury Way	1796 sf

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, 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.

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
SCHEDULE C
UPON COMPLETION OF ALL PHASES AND SUBPHASES

PHASE I

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #1		
1	51 Heatherwood Drive	1.046%
2	53 Heatherwood Drive	1.096%
3	55 Heatherwood Drive	1.121%
4	57 Heatherwood Drive	1.121%
5	59 Heatherwood Drive	1.096%
6	61 Heatherwood Drive	1.211%
7	60 Heatherwood Drive	1.211%
8	58 Heatherwood Drive	1.121%
9	56 Heatherwood Drive	1.121%
10	54 Heatherwood Drive	1.096%
11	52 Heatherwood Drive	1.096%
Building #2		
12	18 Heatherwood Drive	1.096%
13	14 Heatherwood Drive	1.046%
14	10 Heatherwood Drive	1.047%
Building #3		
15	11 Heatherwood Drive	1.096%
16	9 Heatherwood Drive	1.121%
17	7 Heatherwood Drive	1.121%
18	5 Heatherwood Drive	1.046%
19	3 Heatherwood Drive	1.046%
20	1 Heatherwood Drive	1.096%

PHASE II

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #4		
21	2 Whispering Brook Road	1.047%
22	4 Whispering Brook Road	1.096%
23	6 Whispering Brook Road	1.121%
24	8 Whispering Brook Road	1.121%
25	10 Whispering Brook Road	1.046%
26	12 Whispering Brook Road	1.121%
27	14 Whispering Brook Road	1.121%
28	16 Whispering Brook Road	1.096%
29	18 Whispering Brook Road	1.046%
30	20 Whispering Brook Road	1.046%
31	22 Whispering Brook Road	1.096%
32	24 Whispering Brook Road	1.096%
Building #5		
33	40 Whispering Brook Road	1.046%
34	42 Whispering Brook Road	1.046%
35	44 Whispering Brook Road	1.096%
36	46 Whispering Brook Road	1.121%
37	48 Whispering Brook Road	1.121%
38	49 Whispering Brook Road	1.046%
39	47 Whispering Brook Road	1.121%
40	45 Whispering Brook Road	1.121%
41	43 Whispering Brook Road	1.211%
42	41 Whispering Brook Road	1.047%
Building #6		
43	39 Whispering Brook Road	1.121%
44	37 Whispering Brook Road	1.121%
45	35 Whispering Brook Road	1.096%
46	33 Whispering Brook Road	1.121%
47	31 Whispering Brook Road	1.121%
48	29 Whispering Brook Road	1.096%
49	27 Whispering Brook Road	1.096%
50	25 Whispering Brook Road	1.211%

PHASE III

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #7		
51	19 Whispering Brook Road	1.211%
52	17 Whispering Brook Road	1.121%
53	15 Whispering Brook Road	1.121%
54	13 Whispering Brook Road	1.096%
55	11 Whispering Brook Road	1.096%
56	9 Whispering Brook Road	1.121%
57	7 Whispering Brook Road	1.121%
58	5 Whispering Brook Road	1.096%
59	3 Whispering Brook Road	1.096%
60	1 Whispering Brook Road	1.047%
Building #8		
61	23 Deerfield Run	1.096%
62	27 Deerfield Run	1.046%
63	31 Deerfield Run	1.046%
64	35 Deerfield Run	1.046%
65	39 Deerfield Run	1.046%
66	41 Deerfield Run	1.121%
67	45 Deerfield Run	1.099%
Building #9		
68	60 Deerfield Run	1.096%
69	64 Deerfield Run	1.096%
70	68 Deerfield Run	1.096%
71	72 Deerfield Run	1.096%
72	76 Deerfield Run	1.096%
Building #10		
73	81 Deerfield Run	1.096%
74	79 Deerfield Run	1.096%
75	77 Deerfield Run	1.096%
76	75 Deerfield Run	1.096%
77	73 Deerfield Run	1.096%
78	71 Deerfield Run	1.096%
79	69 Deerfield Run	1.096%
80	67 Deerfield Run	1.096%
81	65 Deerfield Run	1.096%

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #11		
82	15 Canterbury Way	1.096%
83	17 Canterbury Way	1.096%
84	19 Canterbury Way	1.096%
85	21 Canterbury Way	1.096%
86	23 Canterbury Way	1.096%
87	25 Canterbury Way	1.096%
88	27 Canterbury Way	1.096%
89	29 Canterbury Way	1.121%
90	31 Canterbury Way	1.121%
91	33 Canterbury Way	1.096%

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 Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional Phases, in any order so desired, including the right to include Sub-phases within any such Phase, as well as the right to eliminate any Phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a), provided, however, that in all instances the total number of units shall not exceed ninety-one (91). The Declarant anticipates three (3) Phases and will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
SCHEDULE D
UPON COMPLETION OF PHASE I SUB PHASE "A"

<u>PHASE I</u> <u>BUILDING NO.</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
2	12	18 Heatherwood Drive	34.360%
2	13	14 Heatherwood Drive	32.691%
2	14	10 Heatherwood Drive	32.849%

15

AMENDMENT NO. 1 TO THE MASTER DEED
OF THE VILLAGES AT CRANE MEADOW CONDOMINIUM
PHASE I, SUB-PHASE "B"

Williams Village LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 8, 2000, 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 I, 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 CRANE MEADOW CONDOMINIUM Association, Inc. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase I, Sub-Phase "B" is the second sub-phase of the first of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of a portion of one building, Building No. 1, which when complete will have eleven (11) units; this phase contains six (6) completed units in Building No. 1 as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase I, sub-phase "B" - Building 1-The Village at Chatham-Heatherwood Drive, Marlborough, MA 01752" consisting of seven sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated February 21, 2000, enumerated Building 1, Master Deed, Drawings 1, 2, 3, 4, 5, 6 and 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase I, Subphase "B" Building 2)-The Village at Chatham-Heatherwood Drive, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: February 17, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

2-10-2000 # 790
 MARGINAL REFERENCE
 BOOK 31128 PAGE 26

①

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PL # 195
 SEE PLAN IN RECORD BOOK 31170 - PLAN 332

Phase I of the Condominium consists *in toto* of three buildings, Building No. 1, Building No. 2 and Building No. 3. This Phase I, sub-phase "B" of the Condominium consists of a portion of one building, Building No. 1 containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and 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.

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 I, 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 I, 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.

WILLIAMS VILLAGE LLC
IN WITNESS WHEREOF, ~~The Villages at Marlborough East Corporation~~ has caused ~~its corporate seal to be hereto affixed and these presents to be signed,~~ ^{MANAGER} acknowledged and delivered in its name and behalf by its ~~President and Treasurer,~~ Jon M. Delli Priscoli, hereto duly authorized this 28 day of February, 2000.

WILLIAMS VILLAGE LLC

By: 

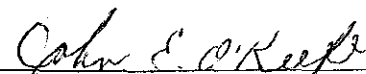
Jon M. Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

February 28, 2000

Then personally appeared the above-named Jon M. Delli Priscoli, Manager as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Williams Village LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 1 TO THE MASTER DEED
PHASE I, SUB-PHASE "B"**

Schedule A

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

<u>UNIT NO.</u>	<u>BULDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
1	2	1714	D/2 car garage
2	2	1796	A
3	2	1804	B
4	2	1804	B
5	2	1796	A
6	2	1968	E/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" unit contains:	A basement; On the first floor: On the second floor:	1BR, K LR/DR, BA, ½ BA, G LOFT, BA, BR
Each "B" unit contains:	A basement; On the first floor: On second floor:	2BR, K, LR, DR, BA, ½ BA, G LOFT
Each "D" unit contains: (2 car garage)	A basement, On the First floor: On second floor:	2BR, K, LR, DR, BA, ½ BA, 2G Loft
Each "E" unit contains: (2 car garage)	A basement; On the first floor: On second floor:	BR, K, LR, DR, BA, ½ BA, 2G Loft, BR, ½ BA

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 CRANE MEADOW CONDOMINIUM
AMENDMENT 1 TO THE MASTER DEED
PHASE I, SUB-PHASE "B"
Schedule B – Page 1**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	11.091%
13	2	1 Sub Phase A	10.584%
14	2	1 Sub Phase A	10.603%
1	1	1 Sub Phase B	10.584%
2	1	1 Sub Phase B	11.091%
3	1	1 Sub Phase B	11.350%
4	1	1 Sub Phase B	11.350%
5	1	1 Sub Phase B	11.091%
6	1	1 Sub Phase B	112.258%%

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 1A, WHICH SUPPLEMENTS AMENDMENT
NO. 1 TO THE MASTER DEED, WHICH AMENDMENT CREATED
PHASE I, SUB-PHASE "B"**

MSD 06/20/00 09:10:24 81 10:00

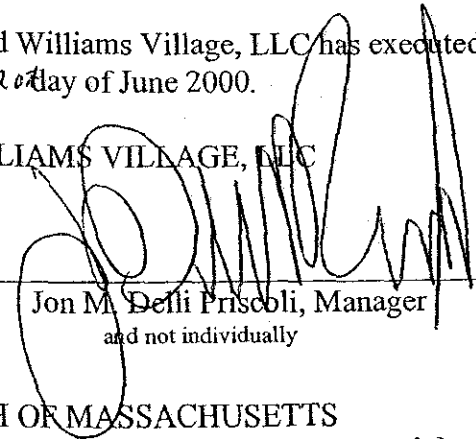
1. Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, 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 correct a typographical error in Phase I, Sub-Phase "B" of said Condominium, which is dated February 28, 2000 and filed in Middlesex South District Deeds as Instrument no. 60 of February 29, 2000.

2. The typographical error appears on Schedule A of said Amendment 1. The error is under the heading "Building No." which incorrectly lists the identity of the building as building number 2 when the correct building number is building number 1 for all units in Phase I, Sub-Phase "B". The unit numbers in building number 1 are 1, 2, 3, 4, 5 and 6. The attached new Schedule A has the correct building number listed under "Building No."

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

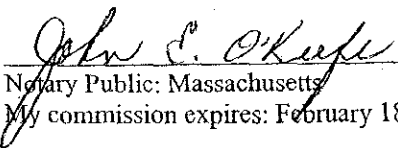
IN WITNESS WHEREOF, the said Williams Village, LLC has executed this document as an instrument under seal this 20 day of June 2000.

WILLIAMS VILLAGE, LLC

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

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY
JUNE 20, 2000

Then personally appeared the above-named Jon M. Delli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 1A TO THE MASTER DEED
PHASE I, SUB-PHASE "B"**

Schedule A

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

<u>UNIT NO.</u>	<u>BULDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
1	1	1714	D/2 car garage
2	1	1796	A
3	1	1804	B
4	1	1804	B
5	1	1796	A
6	1	1968	E/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" unit contains:	A basement; On the first floor On the second floor:	1BR, K LR/DR, BA, ½ BA, G LOFT, BA, BR
Each "B" unit contains:	A basement; On the first floor: On second floor:	2BR, K, LR, DR, BA, ½ BA, G LOFT
Each "D" unit contains: (2 car garage)	A basement; On the first floor: On second floor:	BR, K, LR, DR, BA, ½ BA, 2G Loft, BR, ½ BA
Each "E" unit contains: (2 car garage)	A basement On the first floor: On second floor:	BR, K, LR, DR, BA, ½ BA, 2G Loft, BR, ½ BA

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 CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 2 TO THE MASTER DEED
PHASE I, SUB-PHASE "C"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, 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 I, Sub-Phase "C" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase I, Sub-Phase "C" is the third sub-phase of the first of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of a portion of one building, Building No. 1, which when complete will have eleven (11) units; this phase contains five (5) completed units in Building No. 1 as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase I, sub-phase "C" - Building 1-The Village of Chatham-Heatherwood Drive, Marlborough, MA 01752" consisting of five (5) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated June 7, 2000, enumerated Building 1, Master Deed, Drawings 1,2,3,4 and 5 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase I, Subphase "C" Building 1)-The Village at Chatham-Heatherwood Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: June 5, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

MARGINAL REFERENCE REQUESTED
 BOOK 31128 PAGE 26

150 06/09/00 08:51:41 43 11.00

PL # 611
 SEE PLAN IN RECORD BOOK 31487 PAGE 225

Phase I of the Condominium consists *in toto* of three buildings, Building No. 1, Building No. 2 and Building No. 3. This Phase I, sub-phase "C" of the Condominium consists of a portion of one building, Building No. 1 containing five (5) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and 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.

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 I, sub-phase "C" 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 I, sub-phase "C" 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

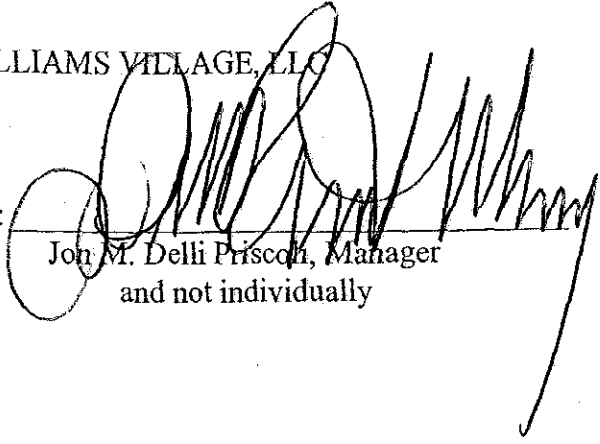
The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, subject to the percentages of interests in Phase I through Phase III 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 said Williams Village LLC has executed this document as an instrument under seal this 8 day of June 2000.

WILLIAMS VILLAGE, LLC

By :

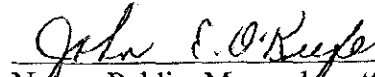

Jon M. Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

June 8, 2000

Then personally appeared the above-named Jon M. Delli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 2 TO THE MASTER DEED
PHASE I, SUB-PHASE "C"**

Schedule A

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

<u>UNIT NO.</u>	<u>BULDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
7	1	1968	E/2 car
8	1	1804	B
9	1	1804	B
10	1	1796	A
11	1	1796	A

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

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 CRANE MEADOW CONDOMINIUM
 AMENDMENT 2 TO THE MASTER DEED
 PHASE I, SUB-PHASE "C"
 Schedule B - Page 1**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	7.081%
13	2	1 Sub Phase A	6.758%
14	2	1 Sub Phase A	6.770%
1	1	1 Sub Phase B	6.758%
2	1	1 Sub Phase B	7.081%
3	1	1 Sub Phase B	7.247%
4	1	1 Sub Phase B	7.247%
5	1	1 Sub Phase B	7.081%
6	1	1 Sub Phase B	7.827%
7	1	1 Sub Phase C	7.760%
8	1	1 Sub Phase C	7.113%
9	1	1 Sub Phase C	7.113%
10	1	1 Sub Phase C	7.081%
11	1	1 Sub Phase C	7.081%

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THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 3 TO THE MASTER DEED
PHASE I, SUB-PHASE "D"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 I, Sub-Phase "D" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase I, Sub-Phase "D" is the fourth sub-phase of the first of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 3 containing six (6) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase I, sub-phase "D" - Building 3-The Village of Winchester-Heatherwood Drive, Marlborough, MA 01752" consisting of seven (7) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated July 11, 2000, 2000, enumerated Building 3, Master Deed, Drawings 1,2,3,4,5,6 & 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase I, Subphase "D" Building #3)-The Village at Winchester-Heatherwood Drive, Marlborough, MA 01752," prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: July 10, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase I of the Condominium consists *in toto* of three buildings, Building No. 1,

SEE PLAN IN RECORD BOOK 31128 PAGE 026
 INSTRUMENT NO. 790
 REC. 9/25/00 02:51:47 62
 11.00

15

Building No. 2 and Building No. 3. This Phase I, sub-phase "D" of the Condominium consists of one building, Building No. 3 containing six (6) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and 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.

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 I, sub-phase "D" 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 I, sub-phase "D" 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 three phases, subject to the percentages of interests in Phase I through Phase III 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.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 3 TO THE MASTER DEED
PHASE I, SUB-PHASE "D"**

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>
15	3	1796	A/end
16	3	1804	B
17	3	1804	B
18	3	1714	D/2 car ✓
19	3	1714	D/2 car ✓
20	3	1796	A/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" 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, BA, ½ BA, G On 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

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 CRANE MEADOW CONDOMINIUM
AMENDMENT 3 TO THE MASTER DEED
PHASE I, SUB-PHASE "D"
Schedule B**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	4.990%
13	2	1 Sub Phase A	4.762%
14	2	1 Sub Phase A	4.771%
1	1	1 Sub Phase B	4.762%
2	1	1 Sub Phase B	4.990%
3	1	1 Sub Phase B	5.107%
4	1	1 Sub Phase B	5.107%
5	1	1 Sub Phase B	4.990%
6	1	1 Sub Phase B	5.515%
7	1	1 Sub Phase C	5.468%
8	1	1 Sub Phase C	5.013%
9	1	1 Sub Phase C	5.013%
10	1	1 Sub Phase C	4.990%
11	1	1 Sub Phase C	4.990%
15	3	1 Sub Phase D	4.990%
16	3	1 Sub Phase D	5.013%
17	3	1 Sub Phase D	5.013%
18	3	1 Sub Phase D	4.762%
19	3	1 Sub Phase D	4.762%
20	3	1 Sub Phase D	4.990%

8/7

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 4 TO THE MASTER DEED
TO CORRECT TYPOGRAPHICAL ERRORS**

1. Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 926 with the Middlesex South District Registry of Deeds, in accordance with the provisions of said Master Deed, as amended, by virtue of this amendment does hereby correct typographical errors which appear on pages 26, 27, 30, 31 and 32 of said Master Deed.

2. The typographical errors are limited to the building numbers only and do not affect either the unit numbers, addresses, square foot areas or percentage of interest. The errors appear on the following pages of the Master Deed and the corresponding book and page numbers assigned by the Registry:

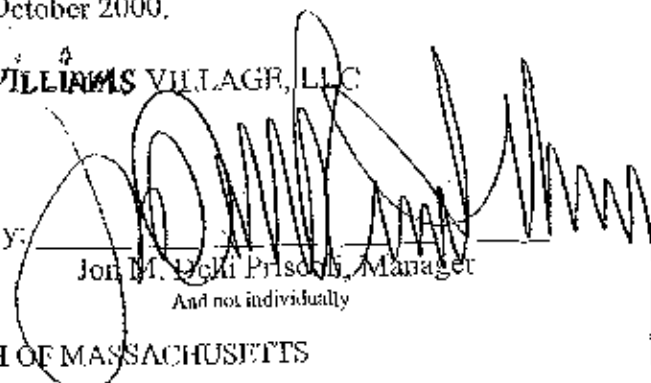
PAGE NUMBER	BOOK	PAGE
26	31128	51
27	31128	52
30	31128	55
31	31128	56
32	31128	57

The attached pages numbered 26, 27, 30, 31 and 32 contain the corrected building numbers and are intended to replace the existing pages 26, 27, 30, 31 and 32 listed above by book and page numbers assigned by the Registry.

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

IN WITNESS WHEREOF, the said Williams Village, LLC has executed this document as an instrument under seal this 11th day of October 2000.

WILLIAMS VILLAGES, LLC

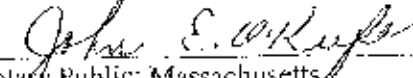
By: 
Jon M. Dell'Prisco, Manager
And not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

OCTOBER 11, 2000

Then personally appeared the above-named Jon M. Dell'Prisco, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

12:28
43
05:12:58 08:51:22

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
5	26	12 Whispering Brook Road	1838 sf
5	27	14 Whispering Brook Road	1838 sf
5	28	16 Whispering Brook Road	1796 sf
5	29	18 Whispering Brook Road	1714 sf
5	30	20 Whispering Brook Road	1714 sf
5	31	22 Whispering Brook Road	1796 sf
5	32	24 Whispering Brook Road	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
6	33	40 Whispering Brook Road	1714 sf
6	34	42 Whispering Brook Road	1714 sf
6	35	44 Whispering Brook Road	1796 sf
6	36	46 Whispering Brook Road	1838 sf
6	37	48 Whispering Brook Road	1838 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
7	38	49 Whispering Brook Road	1714 sf
7	39	47 Whispering Brook Road	1838 sf
7	40	45 Whispering Brook Road	1838 sf
7	41	43 Whispering Brook Road	1985 sf
7	42	41 Whispering Brook Road	1717 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
8	43	39 Whispering Brook Road	1838 sf
8	44	37 Whispering Brook Road	1838 sf
8	45	35 Whispering Brook Road	1796 sf
8	46	33 Whispering Brook Road	1838 sf
8	47	31 Whispering Brook Road	1838 sf
8	48	29 Whispering Brook Road	1796 sf
8	49	27 Whispering Brook Road	1796 sf
8	50	25 Whispering Brook Road	1985 sf

PHASE III

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
9	51	19 Whispering Brook Road	1985 sf
9	52	17 Whispering Brook Road	1838 sf
9	53	15 Whispering Brook Road	1838 sf
9	54	13 Whispering Brook Road	1796 sf
9	55	11 Whispering Brook Road	1796 sf
9	56	9 Whispering Brook Road	1838 sf
9	57	7 Whispering Brook Road	1838 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
9	58	5 Whispering Brook Road	1796 sf
9	59	3 Whispering Brook Road	1796 sf
9	60	1 Whispering Brook Road	1717 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
10	61	23 Deerfield Run	1796 sf
10	62	27 Deerfield Run	1714 sf
10	63	31 Deerfield Run	1714 sf
10	64	35 Deerfield Run	1714 sf
10	65	39 Deerfield Run	1714 sf
10	66	41 Deerfield Run	1838 sf
10	67	45 Deerfield Run	1801 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
11	68	60 Deerfield Run	1796 sf
11	69	64 Deerfield Run	1796 sf
11	70	68 Deerfield Run	1796 sf
11	71	72 Deerfield Run	1796 sf
11	72	76 Deerfield Run	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
12	73	81 Deerfield Run	1796 sf
12	74	79 Deerfield Run	1796 sf
12	75	77 Deerfield Run	1796 sf
12	76	75 Deerfield Run	1796 sf
12	77	73 Deerfield Run	1796 sf
12	78	71 Deerfield Run	1796 sf
12	79	69 Deerfield Run	1796 sf
12	80	67 Deerfield Run	1796 sf
12	81	65 Deerfield Run	1796 sf

BUILDING #:	UNIT #:	ADDRESS:	SQUARE FOOTAGE
13	82	15 Canterbury Way	1796 sf
13	83	17 Canterbury Way	1796 sf
13	84	19 Canterbury Way	1796 sf
13	85	21 Canterbury Way	1796 sf
13	86	23 Canterbury Way	1796 sf
13	87	25 Canterbury Way	1796 sf
13	88	27 Canterbury Way	1796 sf
13	89	29 Canterbury Way	1838 sf
13	90	31 Canterbury Way	1838 sf
13	91	33 Canterbury Way	1796 sf

PHASE II

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #4		
21	2 Whispering Brook Road	1.047%
22	4 Whispering Brook Road	1.096%
23	6 Whispering Brook Road	1.121%
24	8 Whispering Brook Road	1.121%
25	10 Whispering Brook Road	1.046%
Building #5		
26	12 Whispering Brook Road	1.121%
27	14 Whispering Brook Road	1.121%
28	16 Whispering Brook Road	1.096%
29	18 Whispering Brook Road	1.046%
30	20 Whispering Brook Road	1.046%
31	22 Whispering Brook Road	1.096%
32	24 Whispering Brook Road	1.096%
Building #6		
33	40 Whispering Brook Road	1.046%
34	42 Whispering Brook Road	1.046%
35	44 Whispering Brook Road	1.096%
36	46 Whispering Brook Road	1.121%
37	48 Whispering Brook Road	1.121%
Building #7		
38	49 Whispering Brook Road	1.046%
39	47 Whispering Brook Road	1.121%
40	45 Whispering Brook Road	1.121%
41	43 Whispering Brook Road	1.211%
42	41 Whispering Brook Road	1.047%
Building #8		
43	39 Whispering Brook Road	1.121%
44	37 Whispering Brook Road	1.121%
45	35 Whispering Brook Road	1.096%
46	33 Whispering Brook Road	1.121%
47	31 Whispering Brook Road	1.121%
48	29 Whispering Brook Road	1.096%
49	27 Whispering Brook Road	1.096%
50	25 Whispering Brook Road	1.211%

PHASE III

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #9		
51	19 Whispering Brook Road	1.211%
52	17 Whispering Brook Road	1.121%
53	15 Whispering Brook Road	1.121%
54	13 Whispering Brook Road	1.096%
55	11 Whispering Brook Road	1.096%
56	9 Whispering Brook Road	1.121%
57	7 Whispering Brook Road	1.121%
58	5 Whispering Brook Road	1.096%
59	3 Whispering Brook Road	1.096%
60	1 Whispering Brook Road	1.047%
Building #10		
61	23 Deerfield Run	1.096%
62	27 Deerfield Run	1.046%
63	31 Deerfield Run	1.046%
64	35 Deerfield Run	1.046%
65	39 Deerfield Run	1.046%
66	41 Deerfield Run	1.121%
67	45 Deerfield Run	1.099%
Building #11		
68	60 Deerfield Run	1.096%
69	64 Deerfield Run	1.096%
70	68 Deerfield Run	1.096%
71	72 Deerfield Run	1.096%
72	76 Deerfield Run	1.096%
Building #12		
73	81 Deerfield Run	1.096%
74	79 Deerfield Run	1.096%
75	77 Deerfield Run	1.096%
76	75 Deerfield Run	1.096%
77	73 Deerfield Run	1.096%
78	71 Deerfield Run	1.096%
79	69 Deerfield Run	1.096%
80	67 Deerfield Run	1.096%
81	65 Deerfield Run	1.096%

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #13		
82	15 Canterbury Way	1.096%
83	17 Canterbury Way	1.096%
84	19 Canterbury Way	1.096%
85	21 Canterbury Way	1.096%
86	23 Canterbury Way	1.096%
87	25 Canterbury Way	1.096%
88	27 Canterbury Way	1.096%
89	29 Canterbury Way	1.121%
90	31 Canterbury Way	1.121%
91	33 Canterbury Way	1.096%

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 Chapter 183(a) and pursuant to the provisions of the Master Deed, including but not limited to Paragraphs 1, 11 and 14 of the same, the Declarant reserves the right to add additional Phases, in any order so desired, including the right to include Sub-phases within any such Phase, as well as the right to eliminate any Phases and modify the percentage of interest so as at all times to be in compliance with the aforesaid provisions of Chapter 183(a), provided, however, that in all instances the total number of units shall not exceed ninety-one (91). The Declarant anticipates three (3) Phases and will modify the percentage of interest of all subsequent Phases in compliance with the aforesaid provisions of Chapter 183(a) at the time of creation of such additional Phases or Sub-phases, as the same may be required depending on the type and mix of the units in the said future Phases.

85

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 5 TO THE MASTER DEED
PHASE III, SUB-PHASE "A"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 III, 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase III, Sub-Phase "A" is the first sub-phase of the third of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 10 containing seven (7) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase III, sub-phase "A" - Building 10-The Village of Dover-Deerfield Run, Marlborough, MA 01752" consisting of seven (7) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated September 15, 2000, enumerated Building 10, Master Deed, Drawings 1,2,3,4,5,6 & 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase III, Subphase "A" Building #10)-The Village at Dover- Deerfield Run, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: August 29, 2000 Scale: 1"=50' Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 9,

10/12/00 PLAN #1125
 SEE PLAN IN RECORD BOOK 31914 PAGE 026
 45 11.00
 08/12/04 08:51:04

Building No. 10, Building No. 11, Building No. 12 and Building No. 13. This Phase III, sub-phase "A" of the Condominium consists of one building, Building No. 10 containing seven (7) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and 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.

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 "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 III, 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

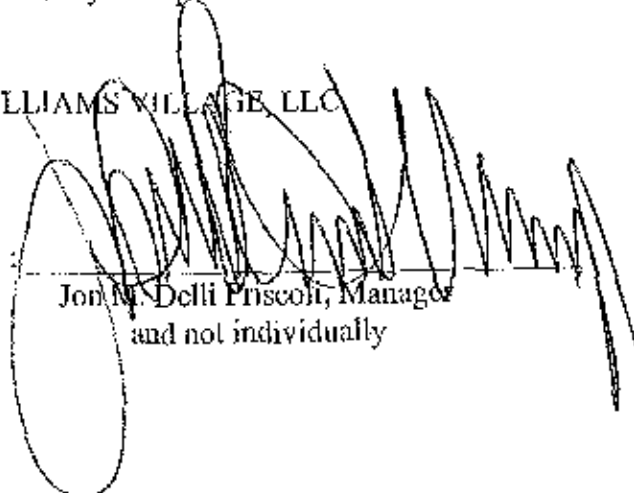
The Declarant reserves the right and power of attorney to create additional phases to the Condominium, in any order so desired, including the right to include subphases within any such phase, as well as the right to eliminate any phases and modify the percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 29 day of September 2000.

WILLIAMS VILLAGE, LLC

By :

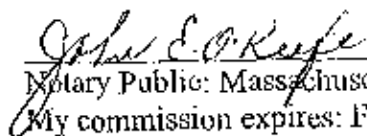

Jon M. Deli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

September 29, 2000

Then personally appeared the above-named Jon M. Deli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT 5 TO THE MASTER DEED
 PHASE III, 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>
61	10	1796	A/end
62	10	1714	D/2 car
63	10	1714	D/2 car
64	10	1714	D/2 car
65	10	1714	D/2 car
66	10	1804	B
67	10	1804	B/A end 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 On the second floor:	1BR, K, LR/DR, BA, 1/2 BA, G LOFT, BA, BR
Each "B" unit contains:	A basement; On the first floor: On second floor:	2BR, K, LR, DR, BA, 1/2 BA, 2G LOFT, 1/2 BA
Each "B/A" unit contains: (2 car garage)	A basement; On the first floor: On second floor:	2BR, K, LR, DR, BA, 1/2 BA, 2G LOFT, 1/2 BA
Each "D" 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.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 5 TO THE MASTER DEED
PHASE III, SUB-PHASE "A"
Schedule B**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	3.722%
13	2	1 Sub Phase A	3.552%
14	2	1 Sub Phase A	3.559%
1	1	1 Sub Phase B	3.552%
2	1	1 Sub Phase B	3.722%
3	1	1 Sub Phase B	3.809%
4	1	1 Sub Phase B	3.809%
5	1	1 Sub Phase B	3.722%
6	1	1 Sub Phase B	4.114%
7	1	1 Sub Phase C	4.079%
8	1	1 Sub Phase C	3.739%
9	1	1 Sub Phase C	3.739%
10	1	1 Sub Phase C	3.722%
11	1	1 Sub Phase C	3.722%
15	3	1 Sub Phase D	3.722%
16	3	1 Sub Phase D	3.739%
17	3	1 Sub Phase D	3.739%
18	3	1 Sub Phase D	3.552%
19	3	1 Sub Phase D	3.552%
20	3	1 Sub Phase D	3.722%
61	10	III Sub Phase A	3.722%
62	10	III Sub Phase A	3.552%
63	10	III Sub Phase A	3.552%
64	10	III Sub Phase A	3.552%
65	10	III Sub Phase A	3.552%
66	10	III Sub Phase A	3.739%
67	10	III Sub Phase A	3.739%

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 6 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "B"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

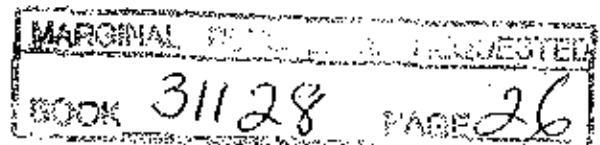
Said Phase III, Sub-Phase "B" is the second sub-phase of the third of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 12 containing nine (9) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase III, sub-phase "B" - Building 12-The Village of Essex-Deerfield Run, Marlborough, MA 01752" consisting of five (5) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated April 17, 2001, enumerated Building 12, Master Deed, Drawings 1,2,3, 4, & 5 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase III, Subphase "B" Building #12)-The Village at Essex- Deerfield Run, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: April 17, 2001 Scale: 1"=50' Said plans to be recorded herein and in Book , Page

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 9,



196 01-08
196 08-15
196 08-15

Plan # 014

SEE PLAN RECORDED BOOK

Building No. 10, Building No. 11, Building No. 12 and Building No. 13. This Phase III, sub-phase "B" of the Condominium consists of one building, Building No. 12 containing nine (9) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and 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.

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 three phases, subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 3 / day of May, 2001

WILLIAMS VILLAGE, LLC

By: 

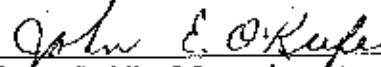
Jon Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

May 3 /, 2001

Then personally appeared the above-named Jon Delli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT 6 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC
 PHASE III, SUB-PHASE "B"**

Schedule A

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

<u>UNIT NO.</u>	<u>BULDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
73	12	1796	A/end
74	12	1796	A
75	12	1796	A
76	12	1796	A
77	12	1796	A
78	12	1796	A
79	12	1796	A
80	12	1796	A
81	12	1796	A/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; 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 unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT 6 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC
 PHASE III, SUB-PHASE "B"
 Schedule B**

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	2.792%
13	2	I Sub Phase A	2.664%
14	2	I Sub Phase A	2.669%
1	1	I Sub Phase B	2.664%
2	1	I Sub Phase B	2.792%
3	1	I Sub Phase B	2.804%
4	1	I Sub Phase B	2.804%
5	1	I Sub Phase B	2.792%
6	1	I Sub Phase B	3.059%
7	1	I Sub Phase C	3.059%
8	1	I Sub Phase C	2.804%
9	1	I Sub Phase C	2.804%
10	1	I Sub Phase C	2.792%
11	1	I Sub Phase C	2.792%
15	3	I Sub Phase D	2.792%
16	3	I Sub Phase D	2.804%
17	3	I Sub Phase D	2.804%
18	3	I Sub Phase D	2.664%
19	3	I Sub Phase D	2.664%
20	3	I Sub Phase D	2.792%
61	10	III Sub Phase A	2.792%
62	10	III Sub Phase A	2.664%
63	10	III Sub Phase A	2.664%
64	10	III Sub Phase A	2.664%
65	10	III Sub Phase A	2.664%
66	10	III Sub Phase A	2.804%
67	10	III Sub Phase A	2.804%
73	12	III Sub Phase B	2.792%
74	12	III Sub Phase B	2.792%
75	12	III Sub Phase B	2.792%
76	12	III Sub Phase B	2.792%
77	12	III Sub Phase B	2.792%
78	12	III Sub Phase B	2.792%
79	12	III Sub Phase B	2.792%
80	12	III Sub Phase B	2.792%
81	12	III Sub Phase B	2.792%

76

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 7 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "C"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 III, Sub-Phase "C" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

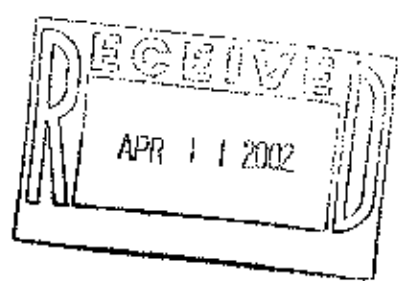
Said Phase III, Sub-Phase "C" is the third sub-phase of the third phase of the three (3) proposed phases and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 13 containing ten (10) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase III, Sub-phase "C" - Building 13-The Village of Westminster - Canterbury Way, Marlborough, MA 01752" consisting of seven (7) sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551 and dated September 9, 2001, enumerated Building 13, Master Deed, Drawings 1,2,3, 4, 5, 6, and 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase III, Sub-Phase "C" - Building #13)-The Village of Westminster -- Canterbury Way, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: September 27, 2001 Scale: 1"=50' Said plans to be recorded herein and in Book _____, Page _____

+Plan FF-993

33739 PG 478



31128
41

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 7 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "C"**

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 9, Building No. 10, Building No. 11, Building No. 12 and Building No. 13. This Phase III, Sub-phase "C" of the Condominium consists of one building, Building No. 13 containing ten (10) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 "C" 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 "C" 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

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 7 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC – DECLARANT
PHASE III, SUB-PHASE "C"**

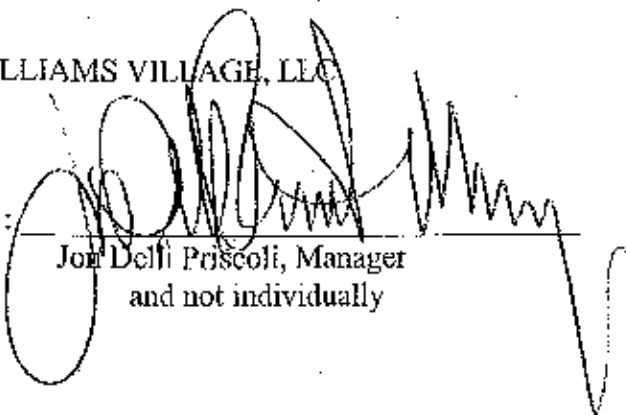
percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, subject to the percentages of interests in Phase I through Phase III in compliance with the provisions of Chapter 183A at the time of creation by amendment to the Master 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 said Williams Village, LLC has executed this document as an instrument under seal this 27 day of September, 2001.

WILLIAMS VILLAGE, LLC

By:

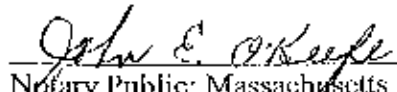

Jon Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

September 27, 2001

Then personally appeared the above-named Jon Delli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 7 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "C"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	2.181%
13	2	1 Sub Phase A	2.082%
14	2	1 Sub Phase A	2.085%
1	1	1 Sub Phase B	2.082%
2	1	1 Sub Phase B	2.181%
3	1	1 Sub Phase B	2.191%
4	1	1 Sub Phase B	2.191%
5	1	1 Sub Phase B	2.181%
6	1	1 Sub Phase B	2.390%
7	1	1 Sub Phase C	2.390%
8	1	1 Sub Phase C	2.191%
9	1	1 Sub Phase C	2.191%
10	1	1 Sub Phase C	2.181%
11	1	1 Sub Phase C	2.181%
15	3	1 Sub Phase D	2.181%
16	3	1 Sub Phase D	2.191%
17	3	1 Sub Phase D	2.191%
18	3	1 Sub Phase D	2.082%
19	3	1 Sub Phase D	2.082%
20	3	1 Sub Phase D	2.181%
61	10	III Sub Phase A	2.085%
62	10	III Sub Phase A	2.181%
63	10	III Sub Phase A	2.232%
64	10	III Sub Phase A	2.232%
65	10	III Sub Phase A	2.082%
66	10	III Sub Phase A	2.232%
67	10	III Sub Phase A	2.232%
73	12	III Sub Phase B	2.181%
74	12	III Sub Phase B	2.082%
75	12	III Sub Phase B	2.082%
76	12	III Sub Phase B	2.181%
77	12	III Sub Phase B	2.181%
78	12	III Sub Phase B	2.082%
79	12	III Sub Phase B	2.082%
80	12	III Sub Phase B	2.181%
81	12	III Sub Phase B	2.232%
82	13	III Sub Phase C	2.181%
83	13	III Sub Phase C	2.181%
84	13	III Sub Phase C	2.181%
85	13	III Sub Phase C	2.181%
86	13	III Sub Phase C	2.181%
87	13	III Sub Phase C	2.181%
88	13	III Sub Phase C	2.181%

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 7 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "C"

Schedule B - cont'd

<u>Unit No.</u>	<u>Building No.</u>	<u>Phase</u>	<u>Percentage of Interest in Completed Phases</u>
89	13	III Sub Phase C	2.191%
90	13	III Sub Phase C	2.191%
91	13	III Sub Phase C	2.181%

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "D"**

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 III, Sub-Phase "D" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase III, Sub-Phase "D" is the fourth sub-phase of the third phase of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 11 containing five (5) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase III, Sub-phase "D" - Building 11 - The Village of Essex - Deerfield Run, Marlborough, MA 01752" consisting of four sheets bearing the stamp of John C. Lyon, Massachusetts Registered Architect No. 5551, and dated November 13, 2001 enumerated Building 11, Master Deed, Drawings 1, 2, 3, and 4 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase III, Sub-Phase "D" - Building #11) The Village of Essex - Deerfield Run, Marlborough, MA 01752, "prepared by: Bruce Saluk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: November 13, 2001 Scale: 1"=50" Said plans to be recorded herein and in Book , Page

1/13/03 PLAN NUMBER: 00001141 34088-321
1/13/03 PLAN NUMBER: 00001140 34088-320
MSD 11/19/01 12149009 795 30.00

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "D"**

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 9, Building No. 10, Building No. 11, Building No. 12 and Building No. 13. This Phase III, Sub-phase "D" of the Condominium consists of one building, Building No. 11 containing five (5) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 "D" 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 "D" 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "D"

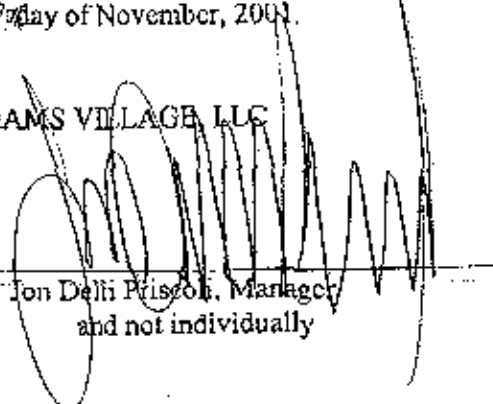
percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III in compliance with the provisions 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 said Williams Village, LLC has executed this document as an instrument under seal this ~~9th~~ day of November, 2001.

WILLIAMS VILLAGE, LLC

By:



Jon Delli Priscoli, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

November 19, 2001

Then personally appeared the above-named Jon Delli Priscoli, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

PHASE III

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #9		
51	19 Whispering Brook Road	1.193%
52	17 Whispering Brook Road	1.105%
53	15 Whispering Brook Road	1.105%
54	13 Whispering Brook Road	1.102%
55	11 Whispering Brook Road	1.102%
56	9 Whispering Brook Road	1.105%
57	7 Whispering Brook Road	1.105%
58	5 Whispering Brook Road	1.102%
59	3 Whispering Brook Road	1.102%
60	1 Whispering Brook Road	1.033%
Building #10		
61	23 Deerfield Run	1.102%
62	27 Deerfield Run	1.063%
63	31 Deerfield Run	1.063%
64	35 Deerfield Run	1.063%
65	39 Deerfield Run	1.063%
66	41 Deerfield Run	1.105%
67	45 Deerfield Run	1.105%
Building #11		
68	60 Deerfield Run	1.102%
69	64 Deerfield Run	1.102%
70	68 Deerfield Run	1.102%
71	72 Deerfield Run	1.102%
72	76 Deerfield Run	1.102%
Building #12		
73	81 Deerfield Run	1.102%
74	79 Deerfield Run	1.102%
75	77 Deerfield Run	1.102%
76	75 Deerfield Run	1.102%
77	73 Deerfield Run	1.102%
78	71 Deerfield Run	1.102%
79	69 Deerfield Run	1.102%
80	67 Deerfield Run	1.102%
81	65 Deerfield Run	1.102%

RECORDED & ENTERED
IN THE PUBLIC RECORDS
OF THE COUNTY OF DEEDS
SOUTHERN DISTRICT
REGISTER

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB PHASE "D"**

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
68	11	1796	A/end
69	11	1796	A
70	11	1796	A
71	11	1796	A
72	11	1796	A/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; 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 unit has the exclusive easement to use one parking space as may be designed in writing by the Board of Governors.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "D"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	1.966
13	2	1 Sub Phase A	1.876
14	2	1 Sub Phase A	1.880
1	1	1 Sub Phase B	1.876
2	1	1 Sub Phase B	1.966
3	1	1 Sub Phase B	1.975
4	1	1 Sub Phase B	1.975
5	1	1 Sub Phase B	1.966
6	1	1 Sub Phase B	2.154
7	1	1 Sub Phase C	2.154
8	1	1 Sub Phase C	1.975
9	1	1 Sub Phase C	1.975
10	1	1 Sub Phase C	1.966
11	1	1 Sub Phase C	1.966
15	3	1 Sub Phase D	1.966
16	3	1 Sub Phase D	1.975
17	3	1 Sub Phase D	1.975
18	3	1 Sub Phase D	1.876
19	3	1 Sub Phase D	1.876
20	3	1 Sub Phase D	1.966
61	10	III Sub Phase A	1.966
62	10	III Sub Phase A	1.876
63	10	III Sub Phase A	1.876
64	10	III Sub Phase A	1.876
65	10	III Sub Phase A	1.876
66	10	III Sub Phase A	1.975
67	10	III Sub Phase A	1.975
73	12	III Sub Phase B	1.966
74	12	III Sub Phase B	1.966
75	12	III Sub Phase B	1.966
76	12	III Sub Phase B	1.966
77	12	III Sub Phase B	1.966
78	12	III Sub Phase B	1.966
79	12	III Sub Phase B	1.966
80	12	III Sub Phase B	1.966
81	12	III Sub Phase B	1.966
82	13	III Sub Phase C	1.966
83	13	III Sub Phase C	1.966
84	13	III Sub Phase C	1.966
85	13	III Sub Phase C	1.966
86	13	III Sub Phase C	1.966
87	13	III Sub Phase C	1.966
88	13	III Sub Phase C	1.966

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 8 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "D"**

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	2.012
90	13	III Sub Phase C	2.012
91	13	III Sub Phase C	1.966
68	11	III Sub Phase D	1.966
69	11	III Sub Phase D	1.966
70	11	III Sub Phase D	1.966
71	11	III Sub Phase D	1.966
72	11	III Sub Phase D	1.966

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 II, 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

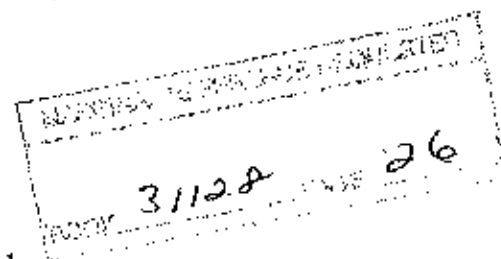
The condominium shall be managed by and regulated by THE VILLAGES AT CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase II, Sub-Phase "A" is the first sub-phase of the second phase of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 4 containing five (5) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase 2, Sub-phase "A" - Building 4 - The Village of Concord - Whispering Brook, Marlborough, MA 01752" consisting of eight sheets bearing the stamp of Robert J. Demmons, AIA, MA. ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA 01748 and dated June 26, 2002 enumerated Building 4, Master Deed, Drawings 1, 2, 3, 4, 5, 6, 7, and 8 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase II, Sub-Phase "A" - Building #4)-The Village of Concord - Whispering Brook Road, Marlborough, MA 01752, "prepared by: Bruce Satuk & Associates, Inc. Civil Engineers & Land Surveyors, 576 Boston Post Road, Marlborough, MA 01752, Date: June 26, 2002 Scale: 1"=50" Said plans to be recorded herein and in Book _____, Page _____



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BOOK 35778 PAGE 436

PLAN NUMBER: 00000662

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"**

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase II of the Condominium consists *in toto* of five buildings, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and Building No. 8. This Phase II, Sub-phase "A" of the Condominium consists of one building, 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, and cement 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.

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 II, 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 II, 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

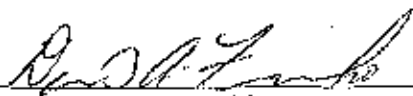
THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 27th day of June, 2002.

WILLIAMS VILLAGE, LLC

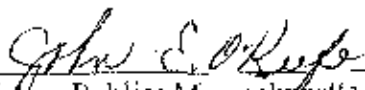
By: 
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

June 27, 2002

Then personally appeared the above-named David A. Franchi, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Notary Public: Massachusetts
My commission expires: February 18, 2005

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"**

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
21	4	1719	C2/end
22	4	1833	A
23	4	1838	B
24	4	1838	B
25	4	1769	D2/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; 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, BR, BA
Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "C" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "D" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 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 CRANE MEADOW CONDOMINIUM
AMENDMENT 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	1 Sub Phase A	1.966
13	2	1 Sub Phase A	1.876
14	2	1 Sub Phase A	1.880
1	1	1 Sub Phase B	1.876
2	1	1 Sub Phase B	1.966
3	1	1 Sub Phase B	1.975
4	1	1 Sub Phase B	1.975
5	1	1 Sub Phase B	1.966
6	1	1 Sub Phase B	2.154
7	1	1 Sub Phase C	2.154
8	1	1 Sub Phase C	1.975
9	1	1 Sub Phase C	1.975
10	1	1 Sub Phase C	1.966
11	1	1 Sub Phase C	1.966
15	3	1 Sub Phase D	1.966
16	3	1 Sub Phase D	1.975
17	3	1 Sub Phase D	1.975
18	3	1 Sub Phase D	1.876
19	3	1 Sub Phase D	1.876
20	3	1 Sub Phase D	1.966
61	10	III Sub Phase A	1.966
62	10	III Sub Phase A	1.876
63	10	III Sub Phase A	1.876
64	10	III Sub Phase A	1.876
65	10	III Sub Phase A	1.876
66	10	III Sub Phase A	1.975
67	10	III Sub Phase A	1.975
73	12	III Sub Phase B	1.966
74	12	III Sub Phase B	1.966
75	12	III Sub Phase B	1.966
76	12	III Sub Phase B	1.966
77	12	III Sub Phase B	1.966
78	12	III Sub Phase B	1.966
79	12	III Sub Phase B	1.966
80	12	III Sub Phase B	1.966
81	12	III Sub Phase B	1.966
82	13	III Sub Phase C	1.966
83	13	III Sub Phase C	1.966
84	13	III Sub Phase C	1.966
85	13	III Sub Phase C	1.966
86	13	III Sub Phase C	1.966
87	13	III Sub Phase C	1.966
88	13	III Sub Phase C	1.966

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 9 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "A"**

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	2.012
90	13	III Sub Phase C	2.012
91	13	III Sub Phase C	1.966
68	11	III Sub Phase D	1.966
69	11	III Sub Phase D	1.966
70	11	III Sub Phase D	1.966
71	11	III Sub Phase D	1.966
72	11	III Sub Phase D	1.966
21	4	II Sub Phase A	1.713
22	4	II Sub Phase A	1.827
23	4	II Sub Phase A	1.832
24	4	II Sub Phase A	1.832
25	4	II Sub Phase A	1.763

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 II, 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase II, Sub-Phase "B" is the second sub-phase of the second phase (Phase II) of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 5 containing seven (7) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM Phase 2, Sub-phase "B" - Building 5 - The Village of Concord - Whispering Brook Road, Marlborough, MA 01752" consisting of seven sheets bearing the stamp of Robert J. Demmons, AIA, MA. ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA 01748 and dated 11/26/2002 enumerated Building 5, Master Deed, Drawings 1, 2, 3, 4, 5, 6, and 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase II, Sub-Phase "B" - Building #5)-The Village of Concord - Whispering Brook Road, Marlborough, MA 01752, "Prepared by: Tim Callahan, Inc., 950 Hill Street, Whitinsville, MA 01588, Date: 11/22/2002, Prepared By: trc, Scale: 1"=50"
Said plans to be recorded herein and in Book _____, Page _____
#1248 of 2002



Bk: 37218 Pg: 155

Recorded: 12/02/2002

Document: 00000113 Page: 1 of 6

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase II of the Condominium consists *in toto* of five buildings, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and Building No. 8. This Phase II, Sub-phase "B" of the Condominium consists of one building, Building No. 5 containing seven (7) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 II, 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 II, 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

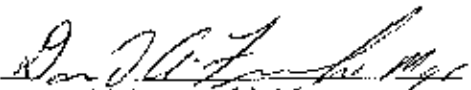
THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this 29 day of November, 2002.

WILLIAMS VILLAGE, LLC

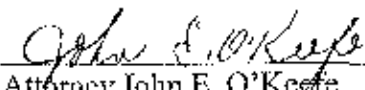
By: 
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

November 29, 2002

Then personally appeared the above-named David A. Franchi, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Attorney John F. O'Keefe
Notary Public: Massachusetts
My commission expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
26	5	1838	B2/end
27	5	1838	B
28	5	1833	A
29	5	1769	D2
30	5	1769	D2
31	5	1833	A
32	5	1833	A/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; LR = Living Room; DR = Dining 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, BR, BA
Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "D2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "D2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 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 CRANE MEADOW CONDOMINIUM
AMENDMENT 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

Schedule B

<u>Unit No.</u>	<u>Building No.</u>	<u>Phase</u>	<u>Percentage of Interest in Completed Phases</u>
12	2	1 Sub Phase A	1.588
13	2	1 Sub Phase A	1.516
14	2	1 Sub Phase A	1.519
1	1	1 Sub Phase B	1.516
2	1	1 Sub Phase B	1.588
3	1	1 Sub Phase B	1.596
4	1	1 Sub Phase B	1.596
5	1	1 Sub Phase B	1.588
6	1	1 Sub Phase B	1.741
7	1	1 Sub Phase C	1.741
8	1	1 Sub Phase C	1.596
9	1	1 Sub Phase C	1.596
10	1	1 Sub Phase C	1.588
11	1	1 Sub Phase C	1.588
15	3	1 Sub Phase D	1.588
16	3	1 Sub Phase D	1.596
17	3	1 Sub Phase D	1.596
18	3	1 Sub Phase D	1.516
19	3	1 Sub Phase D	1.516
20	3	1 Sub Phase D	1.588
61	10	III Sub Phase A	1.588
62	10	III Sub Phase A	1.516
63	10	III Sub Phase A	1.516
64	10	III Sub Phase A	1.516
65	10	III Sub Phase A	1.516
66	10	III Sub Phase A	1.596
67	10	III Sub Phase A	1.596
73	12	III Sub Phase B	1.588
74	12	III Sub Phase B	1.588
75	12	III Sub Phase B	1.588
76	12	III Sub Phase B	1.588
77	12	III Sub Phase B	1.588
78	12	III Sub Phase B	1.588
79	12	III Sub Phase B	1.588
80	12	III Sub Phase B	1.588
81	12	III Sub Phase B	1.588
82	13	III Sub Phase C	1.588
83	13	III Sub Phase C	1.588
84	13	III Sub Phase C	1.588
85	13	III Sub Phase C	1.588
86	13	III Sub Phase C	1.588
87	13	III Sub Phase C	1.588
88	13	III Sub Phase C	1.588

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 10 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "B"

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	1.626
90	13	III Sub Phase C	1.626
91	13	III Sub Phase C	1.588
68	11	III Sub Phase D	1.588
69	11	III Sub Phase D	1.588
70	11	III Sub Phase D	1.588
71	11	III Sub Phase D	1.588
72	11	III Sub Phase D	1.588
21	4	II Sub Phase A	1.520
22	4	II Sub Phase A	1.621
23	4	II Sub Phase A	1.626
24	4	II Sub Phase A	1.626
25	4	II Sub Phase A	1.565
26	5	II Sub Phase B	1.626
27	5	II Sub Phase B	1.626
28	5	II Sub Phase B	1.621
29	5	II Sub Phase B	1.565
30	5	II Sub Phase B	1.565
31	5	II Sub Phase B	1.621
32	5	II Sub Phase B	1.621

6 -

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "E"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 III, Sub-Phase "E" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

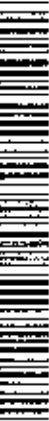
Said Phase III, Sub-Phase "E" is the fifth sub-phase of the third phase (Phase III) of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 9 containing ten (10) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS Phase 3 - Sub-phase "E" - Building 9 - The Village of Cohasset - Whispering Brook Road, Marlborough, MA 01752" consisting of eight sheets bearing the stamp of Robert J. Demmons, AIA, MA. ARCH. REG. No. 9543, 77 Main Street, Hopedkinton, MA 01748 and dated April 11, 2003 enumerated Building 9, Master Deed, Drawings 1, 2, 3, 4, 5, 6, 7, and 8 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUM, (Phase III, Sub-Phase "E" - Building #9)-The Village of Cohasset - Whispering Brook Road, Marlborough, MA 01752, "Prepared by: Tim Callahan, Inc., 950 Hill Street, Whitinsville, MA 01588, Date: 3/20/2003, Prepared By: tre, Scale: 1"=50" Said plans to be recorded herein and in Book _____, Page _____

MARGINAL REFERENCE REQUESTED

BOOK 31128 PAGE 26



SEE PLAN IN RECORD BOOK _____ PAGE _____

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "E"

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 9, Building No. 10, Building No. 11, Building No. 12, and Building No. 13. This Phase III, Sub-phase "E" of the Condominium consists of one building, Building No. 9 containing ten (10) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 "E" 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 "E" 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

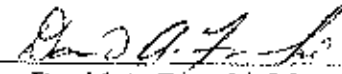
THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "E"

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 10 day of April, 2003.

WILLIAMS VILLAGE, LLC


By: 
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

April 10, 2003

Then personally appeared the above-named David A. Franchi, Manager as aforesaid, and acknowledged his signature the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Attorney John E. O'Keefe
Notary Public, Massachusetts
My commission expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "E"

Schedule A

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

<u>UNIT NO.</u>	<u>BULDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
51	9	1985	B2/end
52	9	1838	B
53	9	1838	B
54	9	1833	A
55	9	1833	A
56	9	1838	B
57	9	1838	B
58	9	1833	A
59	9	1833	A
60	9	1719	C2/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; LR = Living Room; DR = Dining 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, BR, BA
Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "C2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "E2" unit contains:	A basement On the first floor: BR, K, LR, DR, BA, ½ BA, 2G On the second floor: LOFT, BR, ½ BA

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 CRANE MEADOW CONDOMINIUM
AMENDMENT 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB PHASE "E"

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	1.366
13	2	I Sub Phase A	1.304
14	2	I Sub Phase A	1.306
1	1	I Sub Phase B	1.304
2	1	I Sub Phase B	1.366
3	1	I Sub Phase B	1.372
4	1	I Sub Phase B	1.372
5	1	I Sub Phase B	1.366
6	1	I Sub Phase B	1.497
7	1	I Sub Phase C	1.497
8	1	I Sub Phase C	1.372
9	1	I Sub Phase C	1.372
10	1	I Sub Phase C	1.366
11	1	I Sub Phase C	1.366
15	3	I Sub Phase D	1.366
16	3	I Sub Phase D	1.372
17	3	I Sub Phase D	1.372
18	3	I Sub Phase D	1.304
19	3	I Sub Phase D	1.304
20	3	I Sub Phase D	1.366
61	10	III Sub Phase A	1.366
62	10	III Sub Phase A	1.304
63	10	III Sub Phase A	1.304
64	10	III Sub Phase A	1.304
65	10	III Sub Phase A	1.304
66	10	III Sub Phase A	1.372
67	10	III Sub Phase A	1.372
73	12	III Sub Phase B	1.366
74	12	III Sub Phase B	1.366
75	12	III Sub Phase B	1.366
76	12	III Sub Phase B	1.366
77	12	III Sub Phase B	1.366
78	12	III Sub Phase B	1.366
79	12	III Sub Phase B	1.366
80	12	III Sub Phase B	1.366
81	12	III Sub Phase B	1.366
82	13	III Sub Phase C	1.366
83	13	III Sub Phase C	1.366
84	13	III Sub Phase C	1.366
85	13	III Sub Phase C	1.366
86	13	III Sub Phase C	1.366
87	13	III Sub Phase C	1.366
88	13	III Sub Phase C	1.366

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 11 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE III, SUB-PHASE "E"

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	1.398
90	13	III Sub Phase C	1.398
91	13	III Sub Phase C	1.366
68	11	III Sub Phase D	1.366
69	11	III Sub Phase D	1.366
70	11	III Sub Phase D	1.366
71	11	III Sub Phase D	1.366
72	11	III Sub Phase D	1.366
21	4	II Sub Phase A	1.308
22	4	II Sub Phase A	1.394
23	4	II Sub Phase A	1.398
24	4	II Sub Phase A	1.398
25	4	II Sub Phase A	1.346
26	5	II Sub Phase B	1.398
27	5	II Sub Phase B	1.398
28	5	II Sub Phase B	1.394
29	5	II Sub Phase B	1.346
30	5	II Sub Phase B	1.346
31	5	II Sub Phase B	1.394
32	5	II Sub Phase B	1.394
51	9	III Sub Phase E	1.510
52	9	III Sub Phase E	1.398
53	9	III Sub Phase E	1.398
54	9	III Sub Phase E	1.394
55	9	III Sub Phase E	1.394
56	9	III Sub Phase E	1.398
57	9	III Sub Phase E	1.398
58	9	III Sub Phase E	1.394
59	9	III Sub Phase E	1.394
60	9	III Sub Phase E	1.308

67

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 II, Sub-Phase "C" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase II, Sub-Phase "C" is the third sub-phase of the second phase (Phase II) of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 8 containing eight (8) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS Phase 2 - Sub-phase "C" - Building 8 - The Village of Hamilton - Whispering Brook Road, Marlborough, MA 01752" consisting of seven sheets bearing the stamp of Robert J. Demmons, AIA, MA. ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA-01748 and dated January 5, 2004 enumerated Building 8, Master Deed, Drawings 1, 2, 3, 4, 5, 6, and 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS, (Phase II, Sub-Phase "C" - Building #8)-The Village of Hamilton - Whispering Brook Road, Marlborough, MA 01752, Middlesex County, Date: 01/05/04 Scale: 1" = 60' Zanea Land Surveyors Inc. 16 Gleasondale Road, Suite 1-2 Stow, Massachusetts 01775 (978) 461-2355 Said plans to be recorded herein and in Book _____

, Page _____



Bk: 41747 Pg: 529
 Recorded: 01/08/04
 Document: 00005545 Page: 1 of 3

PAGE _____
 6/1/04
 11/1/04
 11/1/04

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"

3. DESCRIPTION OF BUILDINGS AND DESIGNATION OF UNITS

Phase III of the Condominium consists *in toto* of five buildings, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and Building No. 8. This Phase II, Sub-phase "C" of the Condominium consists of one building, Building No. 8 containing eight (8) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 II, Sub-phase "C" 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 II, Sub-phase "C" 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 6th day of January, 2004.

WILLIAMS VILLAGE, LLC

By: *David A. Franchi* _____
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

January 6th, 2004

Then personally appeared the above-named David A. Franchi, Manager as aforesaid, and acknowledged his signature and the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.

John F. O'Keefe
Attorney John F. O'Keefe
Notary Public, Massachusetts
My commission expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
43	8	1838	B2/end
44	8	1838	B
45	8	1833	A
46	8	1838	B
47	8	1838	B
48	8	1833	A
49	8	1833	A
50	8	1985	B2/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; LR = Living Room; DR = Dining 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, BR, BA
Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "B2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "B2" unit contains:	A basement On the first floor: BR, K, LR, DR, BA, ½ BA, 2G On the second floor: LOFT, BR, BA

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 CRANE MEADOW CONDOMINIUM
AMENDMENT 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	1.228
13	2	I Sub Phase A	1.172
14	2	I Sub Phase A	1.174
1	1	I Sub Phase B	1.172
2	1	I Sub Phase B	1.228
3	1	I Sub Phase B	1.233
4	1	I Sub Phase B	1.233
5	1	I Sub Phase B	1.228
6	1	I Sub Phase B	1.345
7	1	I Sub Phase C	1.345
8	1	I Sub Phase C	1.233
9	1	I Sub Phase C	1.233
10	1	I Sub Phase C	1.228
11	1	I Sub Phase C	1.228
15	3	I Sub Phase D	1.228
16	3	I Sub Phase D	1.233
17	3	I Sub Phase D	1.233
18	3	I Sub Phase D	1.172
19	3	I Sub Phase D	1.172
20	3	I Sub Phase D	1.228
61	10	III Sub Phase A	1.228
62	10	III Sub Phase A	1.172
63	10	III Sub Phase A	1.172
64	10	III Sub Phase A	1.172
65	10	III Sub Phase A	1.172
66	10	III Sub Phase A	1.233
67	10	III Sub Phase A	1.233
73	12	III Sub Phase B	1.228
74	12	III Sub Phase B	1.228
75	12	III Sub Phase B	1.228
76	12	III Sub Phase B	1.228
77	12	III Sub Phase B	1.228
78	12	III Sub Phase B	1.228
79	12	III Sub Phase B	1.228
80	12	III Sub Phase B	1.228
81	12	III Sub Phase B	1.228
82	13	III Sub Phase C	1.228
83	13	III Sub Phase C	1.228
84	13	III Sub Phase C	1.228
85	13	III Sub Phase C	1.228
86	13	III Sub Phase C	1.228
87	13	III Sub Phase C	1.228
88	13	III Sub Phase C	1.228

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 12 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "C"**

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	1.256
90	13	III Sub Phase C	1.256
91	13	III Sub Phase C	1.228
68	11	III Sub Phase D	1.228
69	11	III Sub Phase D	1.228
70	11	III Sub Phase D	1.228
71	11	III Sub Phase D	1.228
72	11	III Sub Phase D	1.228
21	4	II Sub Phase A	1.175
22	4	II Sub Phase A	1.253
23	4	II Sub Phase A	1.256
24	4	II Sub Phase A	1.256
25	4	II Sub Phase A	1.209
26	5	II Sub Phase B	1.256
27	5	II Sub Phase B	1.256
28	5	II Sub Phase B	1.253
29	5	II Sub Phase B	1.209
30	5	II Sub Phase B	1.209
31	5	II Sub Phase B	1.253
32	5	II Sub Phase B	1.253
51	9	III Sub Phase E	1.357
52	9	III Sub Phase E	1.256
53	9	III Sub Phase E	1.256
54	9	III Sub Phase E	1.253
55	9	III Sub Phase E	1.253
56	9	III Sub Phase E	1.256
57	9	III Sub Phase E	1.256
58	9	III Sub Phase E	1.253
59	9	III Sub Phase E	1.253
60	9	III Sub Phase E	1.175
43	8	II Sub Phase C	1.256
44	8	II Sub Phase C	1.256
45	8	II Sub Phase C	1.253
46	8	II Sub Phase C	1.256
47	8	II Sub Phase C	1.256
48	8	II Sub Phase C	1.253
49	8	II Sub Phase C	1.253
50	8	II Sub Phase C	1.357

DC

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 a new common area facility not previously set forth in the Master Deed under which the Community Building located at 7 Canterbury Way is to be added to and becomes part of the common area and facilities 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

The Community Building is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts, and consists of one building, known as Community Building as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS Community Building, 7 Canterbury Way, Marlborough, MA 01752" consisting of four sheets bearing the stamp of Robert J. Demmons, AIA, MA, ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA 01748 and dated February 13, 2004 enumerated Community Building, Master Deed, Drawings 1, 2, 3, and 4, inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS, Crane Meadow Condominium Association, Community Building, 7 Canterbury Way, Marlborough, MA 01752, Middlesex County, Record Owner: Williams Village, LLC, 38 Brigham Street, Marlborough, MA, Date: 02/20/04 Scale: 1"=60' Zanca Land Surveyors Inc. 16 Gleasoudale Road, Suite 1-2 Stow, Massachusetts 01775 (978) 461-2355 Said plans to be recorded herein and in Book _____, Page _____

SC.4
 REPLAN 304 OF 2004

78

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES

3. DESCRIPTION OF BUILDING

This Phase of the Condominium consists of one building, known as Community Building as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement fiber siding with an asphalt shingle roof. The 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 Community Building 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 INCLUDING COMMUNITY BUILDING

The owners of each unit and the owners of all units to be created in future Phases and Sub-Phases and conveyed to future unit owners shall be entitled to an undivided interest in the common areas and facilities of the Condominium including but not limited to this Community Building as set forth in the attached Schedule B.

6. COMMON AREAS AND FACILITIES

The common areas and facilities of the Condominium, which shall include the Community Building, are as set forth in Paragraph 11 of said Master Deed, as amended and hereinbefore referenced.

7. INCORPORATION OF PROVISIONS OF MASTER DEED

The Community Building and each present and future unit owner's use of same 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

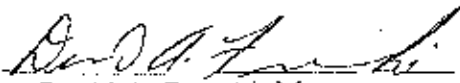
THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 19th day of March, 2004.

WILLIAMS VILLAGE, LLC

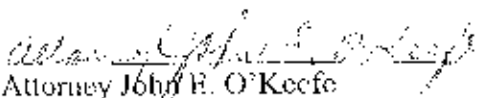
By: 
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

March 19, 2004

Then personally appeared the above-named David A. Franchi, Manager as aforesaid, and acknowledged his signature and the foregoing instrument to be the free act and deed of Williams Village, LLC, before me.


Attorney John R. O'Keefe
Notary Public: Massachusetts
My commission expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES

Schedule A

Community Building type, number of floors, number of rooms, approximate square foot area location and other description information:

SQUARE FOOTAGE

<u>Address</u>	<u>Square Footage</u>	<u>Type of Building</u>
7 Canterbury Way	Basement	1931 square feet
	First Floor	2066 square feet
	Deck	221 square feet
	Porch	102 square feet
	Screened Porch	177 square feet
		Community Building

Square footages are approximate calculations only and include the basement and first floor.

The Community Building is a one-story building with full basement, deck, porch, and screened porch. The first floor contains one community room, one office, one kitchen, one foyer, and two half baths. There is no loft.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	1.228
13	2	I Sub Phase A	1.172
14	2	I Sub Phase A	1.174
1	1	I Sub Phase B	1.172
2	1	I Sub Phase B	1.228
3	1	I Sub Phase B	1.233
4	1	I Sub Phase B	1.233
5	1	I Sub Phase B	1.228
6	1	I Sub Phase B	1.345
7	1	I Sub Phase C	1.345
8	1	I Sub Phase C	1.233
9	1	I Sub Phase C	1.233
10	1	I Sub Phase C	1.228
11	1	I Sub Phase C	1.228
15	3	I Sub Phase D	1.228
16	3	I Sub Phase D	1.233
17	3	I Sub Phase D	1.233
18	3	I Sub Phase D	1.172
19	3	I Sub Phase D	1.172
20	3	I Sub Phase D	1.228
61	10	III Sub Phase A	1.228
62	10	III Sub Phase A	1.172
63	10	III Sub Phase A	1.172
64	10	III Sub Phase A	1.172
65	10	III Sub Phase A	1.172
66	10	III Sub Phase A	1.233
67	10	III Sub Phase A	1.233
73	12	III Sub Phase B	1.228
74	12	III Sub Phase B	1.228
75	12	III Sub Phase B	1.228
76	12	III Sub Phase B	1.228
77	12	III Sub Phase B	1.228
78	12	III Sub Phase B	1.228
79	12	III Sub Phase B	1.228
80	12	III Sub Phase B	1.228
81	12	III Sub Phase B	1.228
82	13	III Sub Phase C	1.228
83	13	III Sub Phase C	1.228
84	13	III Sub Phase C	1.228
85	13	III Sub Phase C	1.228
86	13	III Sub Phase C	1.228
87	13	III Sub Phase C	1.228
88	13	III Sub Phase C	1.228

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
ADDITION OF COMMUNITY BUILDING
TO COMMON AREA AND FACILITIES

Schedule B - cont'd

<u>Unit No.</u>	<u>Building No.</u>	<u>Phase</u>	<u>Percentage of Interest in Completed Phases</u>
89	13	III Sub Phase C	1.256
90	13	III Sub Phase C	1.256
91	13	III Sub Phase C	1.228
68	11	III Sub Phase D	1.228
69	11	III Sub Phase D	1.228
70	11	III Sub Phase D	1.228
71	11	III Sub Phase D	1.228
72	11	III Sub Phase D	1.228
21	4	II Sub Phase A	1.175
22	4	II Sub Phase A	1.253
23	4	II Sub Phase A	1.256
24	4	II Sub Phase A	1.256
25	4	II Sub Phase A	1.209
26	5	II Sub Phase B	1.256
27	5	II Sub Phase B	1.256
28	5	II Sub Phase B	1.253
29	5	II Sub Phase B	1.209
30	5	II Sub Phase B	1.209
31	5	II Sub Phase B	1.253
32	5	II Sub Phase B	1.253
51	9	III Sub Phase E	1.357
52	9	III Sub Phase E	1.256
53	9	III Sub Phase E	1.256
54	9	III Sub Phase E	1.253
55	9	III Sub Phase E	1.253
56	9	III Sub Phase E	1.256
57	9	III Sub Phase E	1.256
58	9	III Sub Phase E	1.253
59	9	III Sub Phase E	1.253
60	9	III Sub Phase E	1.175
43	8	II Sub Phase C	1.256
44	8	II Sub Phase C	1.256
45	8	II Sub Phase C	1.253
46	8	II Sub Phase C	1.256
47	8	II Sub Phase C	1.256
48	8	II Sub Phase C	1.253
49	8	II Sub Phase C	1.253
50	8	II Sub Phase C	1.357

Edward Williams, LLC
Declarant

5
6

THE VILLAGES AT CRANE MEADOW CONDOMINIUM

**AMENDMENT TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC – DECLARANT
TO CORRECT ERRORS IN THE COMPUTATION OF
PERCENTAGE OF INTEREST IN COMMON AREAS
UPON COMPLETION OF ALL PHASES AND SUBPHASES**

1. Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 amend Schedule C of the Master Deed to correct errors in the percentage of interest in common areas upon completion of all Phases and Sub-phases.

2. The correction of mathematical miscalculations are limited to the recomputation of unit owner's percentage of interest only and do not effect building numbers, unit numbers, or unit addresses. The square foot areas as reconfigured and the percentages comply with the provisions of Chapter 185A as amended. The corrected percentages of interest in common areas upon completion of all Phases and Sub Phases appear on the amended schedule "C" attached hereto.

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

IN WITNESS WHEREOF, the said Williams Village, LLC has executed this document as an instrument under seal this 10th day of February, 2005.

WILLIAMS VILLAGE, LLC

By: David A. Franchi
David A. Franchi, Manager
and not individually

RETURN TO
ATTY JOHN S. O'LEARY
12 GROSVENOR PARK
LYNN, MASS. 01902

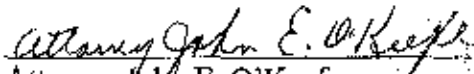
BK: 44624 Pg: 448 Doc: AMEND
Page: 1 of 5 02/11/2005 09:00 AM

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

February 18, 2005

On this 18th day of February 2005, before me, the undersigned notary public, personally appear DAVID A. FRANCHI, who proved to me through satisfactory evidence of identification, which was a Valid Massachusetts Driver's License with Photograph, to be the person whose name is signed above and he acknowledged to me that he signed voluntarily for its stated purpose and further acknowledged that the execution of the deed by DAVID A. FRANCHI was in his capacity as Manager of The Williams Villages, LLC and that it was his free act and deed on behalf of The Williams Villages, LLC.


Attorney John E. O'Keefe
Notary Public: Massachusetts
My commission expires: February 18, 2005

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
SCHEDULE C
UPON COMPLETION OF ALL PHASES AND SUBPHASES

PHASE I

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #1		
1	51 Heatherwood Drive	1.063%
2	53 Heatherwood Drive	1.102%
3	55 Heatherwood Drive	1.105%
4	57 Heatherwood Drive	1.105%
5	59 Heatherwood Drive	1.102%
6	61 Heatherwood Drive	1.193%
7	60 Heatherwood Drive	1.193%
8	58 Heatherwood Drive	1.105%
9	56 Heatherwood Drive	1.105%
10	54 Heatherwood Drive	1.102%
11	52 Heatherwood Drive	1.102%
Building #2		
12	18 Heatherwood Drive	1.102%
13	14 Heatherwood Drive	1.063%
14	10 Heatherwood Drive	1.033%
Building #3		
15	11 Heatherwood Drive	1.102%
16	9 Heatherwood Drive	1.105%
17	7 Heatherwood Drive	1.105%
18	5 Heatherwood Drive	1.063%
19	3 Heatherwood Drive	1.063%
20	1 Heatherwood Drive	1.102%

PHASE II

<u>UNIT NO:</u>	<u>ADDRESS:</u>	<u>PERCENTAGE OF INTEREST:</u>
Building #4		
21	2 Whispering Brook Road	1.033%
22	4 Whispering Brook Road	1.102%
23	6 Whispering Brook Road	1.105%
24	8 Whispering Brook Road	1.105%
25	10 Whispering Brook Road	1.063%
Building #5		
26	12 Whispering Brook Road	1.105%
27	14 Whispering Brook Road	1.105%
28	16 Whispering Brook Road	1.102%
29	18 Whispering Brook Road	1.063%
30	20 Whispering Brook Road	1.063%
31	22 Whispering Brook Road	1.102%
32	24 Whispering Brook Road	1.102%
Building #6		
33	40 Whispering Brook Road	1.063%
34	42 Whispering Brook Road	1.063%
35	44 Whispering Brook Road	1.102%
36	46 Whispering Brook Road	1.105%
37	48 Whispering Brook Road	1.105%
Building #7		
38	49 Whispering Brook Road	1.063%
39	47 Whispering Brook Road	1.105%
40	45 Whispering Brook Road	1.105%
41	43 Whispering Brook Road	1.193%
42	41 Whispering Brook Road	1.033%
Building #8		
43	39 Whispering Brook Road	1.105%
44	37 Whispering Brook Road	1.105%
45	35 Whispering Brook Road	1.102%
46	33 Whispering Brook Road	1.105%
47	31 Whispering Brook Road	1.105%
48	29 Whispering Brook Road	1.102%
49	27 Whispering Brook Road	1.102%
50	25 Whispering Brook Road	1.193%

COPY

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "D"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 II, Sub-Phase "D" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase II, Sub-Phase "D" is the fourth sub-phase of the second phase (Phase II) of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 6 containing five (5) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS Phase 2 - Sub-phase "D" - Building 6 - The Village of Lexington - Whispering Brook Road, Marlborough, MA 01752" consisting of seven sheets bearing the stamp of Robert J. Demmons, AIA, MA. ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA 01748 and dated June 14, 2006 enumerated Building 6, Master Deed, Drawings 1, 2, 3, 4, 5, 6 and 7 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS, (Phase II, Sub-Phase "D" - Building #6)-The Village of Lexington - Whispering Brook Road, Marlborough, MA 01752, Middlesex County, Date: 05/10/06 Scale: 1"=50' Inland Survey, Inc. DBA Zanca Land Surveying 16 Gleasondale Road, Suite 1-2 Stow, Massachusetts 01775 (978) 461-2355, Fax (978) 461-2357. Said plans to be recorded herein and in Book 2606 Page 924

MDSX. SO. DIST. DEEDS
BOOK 47708 PAGE 454
DATE JUNE 28 2006
TIME: 9:53 AM

TRE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 15 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "D"

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

Phase II of the Condominium consists *in toto* of five buildings, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and Building No. 8. This Phase II, Sub-phase "D" of the Condominium consists of one building, Building No. 6 containing five (5) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 II, Sub-phase "D" 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 II, Sub-phase "D" 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 13 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "D"**

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 28 day of June, 2006.

WILLIAMS VILLAGE, LLC

By: David A. Franchi
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

June 28, 2006

On this 28th day of June, 2006, before me, the undersigned notary public, personally appeared DAVID A. FRANCHI, who proved to me through satisfactory evidence of identification, which was a Valid Massachusetts Drivers License with Photograph, to be the person whose name is signed above on this deed and he acknowledged to me that he signed voluntarily for its stated purpose and further acknowledge that the execution of the deed by DAVID A. FRANCHI was in his capacity as Manager of Williams Village, LLC and that it was his free act and deed on behalf of Williams Village, LLC.

John E. O'Keefe
Attorney John E. O'Keefe
Notary Public, Massachusetts
My commission expires: February 18, 2012

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT 13 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC - DECLARANT
 PHASE II, SUB-PHASE "D"**

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
33	6	1769	D2
34	6	1769	D2
35	6	1833	A
36	6	1838	B
37	6	1838	B2

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 Bathrooms; 1/2 BA = Half Bathroom; K = Kitchen; LR = Living Room; DR = Dining 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, BR, BA
Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "B2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "D2" unit contains:	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.

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT 15 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "D"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	1.156
13	2	I Sub Phase A	1.103
14	2	I Sub Phase A	1.103
1	1	I Sub Phase B	1.103
2	1	I Sub Phase B	1.156
3	1	I Sub Phase B	1.161
4	1	I Sub Phase B	1.161
5	1	I Sub Phase B	1.156
6	1	I Sub Phase B	1.267
7	1	I Sub Phase C	1.267
8	1	I Sub Phase C	1.161
9	1	I Sub Phase C	1.161
10	1	I Sub Phase C	1.156
11	1	I Sub Phase C	1.156
15	3	I Sub Phase D	1.156
16	3	I Sub Phase D	1.161
17	3	I Sub Phase D	1.161
18	3	I Sub Phase D	1.103
19	3	I Sub Phase D	1.103
20	3	I Sub Phase D	1.156
61	10	III Sub Phase A	1.156
62	10	III Sub Phase A	1.103
63	10	III Sub Phase A	1.103
64	10	III Sub Phase A	1.103
65	10	III Sub Phase A	1.103
66	10	III Sub Phase A	1.161
67	10	III Sub Phase A	1.161
73	12	III Sub Phase B	1.156
74	12	III Sub Phase B	1.156
75	12	III Sub Phase B	1.156
76	12	III Sub Phase B	1.156
77	12	III Sub Phase B	1.156
78	12	III Sub Phase B	1.156
79	12	III Sub Phase B	1.156
80	12	III Sub Phase B	1.156
81	12	III Sub Phase B	1.156
82	13	III Sub Phase C	1.156
83	13	III Sub Phase C	1.156
84	13	III Sub Phase C	1.156
85	13	III Sub Phase C	1.156
86	13	III Sub Phase C	1.156
87	13	III Sub Phase C	1.156
88	13	III Sub Phase C	1.156

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 15 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "D"

Schedule B - con't'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	1.183
90	13	III Sub Phase C	1.183
91	13	III Sub Phase C	1.156
68	11	III Sub Phase D	1.156
69	11	III Sub Phase D	1.156
70	11	III Sub Phase D	1.156
71	11	III Sub Phase D	1.156
72	11	III Sub Phase D	1.156
21	4	II Sub Phase A	1.107
22	4	II Sub Phase A	1.180
23	4	II Sub Phase A	1.183
24	4	II Sub Phase A	1.183
25	4	II Sub Phase A	1.139
26	5	II Sub Phase B	1.183
27	5	II Sub Phase B	1.183
28	5	II Sub Phase B	1.180
29	5	II Sub Phase B	1.139
30	5	II Sub Phase B	1.139
31	5	II Sub Phase B	1.180
32	5	II Sub Phase B	1.180
51	9	III Sub Phase E	1.278
52	9	III Sub Phase E	1.183
53	9	III Sub Phase E	1.183
54	9	III Sub Phase E	1.180
55	9	III Sub Phase E	1.180
56	9	III Sub Phase E	1.183
57	9	III Sub Phase E	1.183
58	9	III Sub Phase E	1.180
59	9	III Sub Phase E	1.180
60	9	III Sub Phase E	1.107
43	8	II Sub Phase C	1.183
44	8	II Sub Phase C	1.183
45	8	II Sub Phase C	1.180
46	8	II Sub Phase C	1.183
47	8	II Sub Phase C	1.183
48	8	II Sub Phase C	1.180
49	8	II Sub Phase C	1.180
50	8	II Sub Phase C	1.278
33	6	II Sub Phase D	1.139
34	6	II Sub Phase D	1.159
35	6	II Sub Phase D	1.180
36	6	II Sub Phase D	1.183
37	6	II Sub Phase D	1.183

COPY

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "E"

Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being the Declarant in a Master Deed of THE VILLAGES AT CRANE MEADOW CONDOMINIUM (the "Condominium"), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 II, Sub-Phase "E" 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 CRANE MEADOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), as provided and set forth in said Master Deed.

2. DESCRIPTION OF PREMISES

Said Phase II, Sub-Phase "E" is the fifth sub-phase of the second phase (Phase II) of the three (3) proposed phases, (although the Declarant has reserved the right to add a fourth phase), and is located on that certain parcel of land in Marlborough, Middlesex County, Massachusetts consisting of one building, Building No. 7 containing five (5) units as shown on plans entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS Phase 2 - Sub-phase "E" - Building 7 - The Village of Lexington - Whispering Brook Road, Marlborough, MA 01752" consisting of eight sheets bearing the stamp of Robert J. Damrong, AIA, MA, ARCH. REG. No. 9543, 77 Main Street, Hopkinton, MA 01748 and dated July 5, 2006 enumerated Building 7, Master Deed, Drawings 1, 2, 3, 4, 5, 6, 7 and 8 inclusive and a plan entitled:

"THE VILLAGES AT CRANE MEADOW CONDOMINIUMS, (Phase II, Sub-Phase "E" - Building #7)-The Village of Lexington - Whispering Brook Road, Marlborough, MA 01752, Middlesex County, Date: 05/10/06 Scale: 1"=50' Inland Survey, Inc. DBA Zanca Land Surveying 16 Gleasondale Road, Suite 1-2 Stow, Massachusetts 01775 (978) 461-2355, Fax (978) 461-2357. Said plan has been recorded in Book 2006, Page 826.

Return to
ATTY John E. O'Keefe
38 Brigham St
Marlborough, MA 01752

REC'D 5/7/06 2:06 PM
MAY 6 2006

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 16 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "E"

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

Phase II of the Condominium consists *in toto* of five buildings, Building No. 4, Building No. 5, Building No. 6, Building No. 7, and Building No. 8. This Phase II, Sub-phase "E" of the Condominium consists of one building, Building No. 7 containing five (5) units, as shown on the Condominium plans hereinbefore referenced. Said building is constructed principally of concrete foundation, wood frame, and cement 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.

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 II, Sub-phase "E" 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 I, Sub-phase "E" 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 sub-phases within any such phase, as well as the right to eliminate any phases and modify the

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 16 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "E"**

percentage of interest so at all times to be in compliance with the provisions of Chapter 183A. The Declarant anticipates three phases, (although the Declarant has reserved the right to add a fourth phase), subject to the percentages of interests in Phase I through Phase III 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 said Williams Village, LLC has executed this document as an instrument under seal this 5th day of July, 2006.

WILLIAMS VILLAGE, LLC

By: *David A. Franchi*
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

July 5, 2006

On this 5th day of July, 2006, before me, the undersigned notary public, personally appeared DAVID A. FRANCHI, who proved to me through satisfactory evidence of identification, which was a Valid Massachusetts Drivers License with Photograph, to be the person whose name is signed above on this deed and he acknowledged to me that he signed voluntarily for its stated purpose and further acknowledge that the execution of the deed by DAVID A. FRANCHI was in his capacity as Manager of Williams Village, LLC and that it was his free act and deed on behalf of Williams Village, LLC.

John E. O'Keefe
Attorney John E. O'Keefe
Notary Public - Massachusetts
My commission expires: February 18, 2012

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT 16 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC - DECLARANT
 PHASE II, SUB-PHASE "E"**

Schedule A

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

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>SQUARE FOOTAGE</u>	<u>TYPE OF UNIT</u>
38	7	1769	D
39	7	1338	B
40	7	1838	B
41	7	1985	E
42	7	1719	C

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; LR = Living Room; DR = Dining Room; LR/DR = combination Living Room and Dining Room; and G = Garage.

Each "B" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, G On the second floor: LOFT
Each "C2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "D2" unit contains:	A basement On the first floor: 2 BR, K, LR, DR, 2 BA, 2G On the second floor: LOFT
Each "E2" unit contains:	A basement On the first floor: BR, K, LR, DR, BA, 1/2 BA, 2G On the second floor: LOFT, BR, BA

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 CRANE MEADOW CONDOMINIUM
 AMENDMENT 16 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC - DECLARANT
 PHASE II, SUB-PHASE "E"**

Schedule B

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
12	2	I Sub Phase A	1.092
13	2	I Sub Phase A	1.042
14	2	I Sub Phase A	1.044
1	1	I Sub Phase B	1.042
2	1	I Sub Phase B	1.092
3	1	I Sub Phase B	1.097
4	1	I Sub Phase B	1.097
5	1	I Sub Phase B	1.092
6	1	I Sub Phase B	1.196
7	1	I Sub Phase C	1.156
8	1	I Sub Phase C	1.097
9	1	I Sub Phase C	1.097
10	1	I Sub Phase C	1.092
11	1	I Sub Phase C	1.092
15	3	I Sub Phase D	1.092
16	3	I Sub Phase D	1.097
17	3	I Sub Phase D	1.097
18	3	I Sub Phase D	1.042
19	3	I Sub Phase D	1.042
20	3	I Sub Phase D	1.092
61	10	III Sub Phase A	1.092
62	10	III Sub Phase A	1.042
63	10	III Sub Phase A	1.042
64	10	III Sub Phase A	1.042
65	10	III Sub Phase A	1.042
66	10	III Sub Phase A	1.097
67	10	III Sub Phase A	1.097
73	12	III Sub Phase B	1.092
74	12	III Sub Phase B	1.092
75	12	III Sub Phase B	1.092
76	12	III Sub Phase B	1.092
77	12	III Sub Phase B	1.092
78	12	III Sub Phase B	1.092
79	12	III Sub Phase B	1.092
80	12	III Sub Phase B	1.092
81	12	III Sub Phase B	1.092
82	13	III Sub Phase C	1.092
83	13	III Sub Phase C	1.092
84	13	III Sub Phase C	1.092
85	13	III Sub Phase C	1.092
86	13	III Sub Phase C	1.092
87	13	III Sub Phase C	1.092
88	13	III Sub Phase C	1.092

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
AMENDMENT NO. 16 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC - DECLARANT
PHASE II, SUB-PHASE "E"

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
89	13	III Sub Phase C	1.117
90	13	III Sub Phase C	1.117
91	13	III Sub Phase C	1.092
88	11	III Sub Phase D	1.092
89	11	III Sub Phase D	1.092
90	11	III Sub Phase D	1.092
91	11	III Sub Phase D	1.092
92	11	III Sub Phase D	1.092
21	4	II Sub Phase A	1.045
22	4	II Sub Phase A	1.114
23	4	II Sub Phase A	1.117
24	4	II Sub Phase A	1.117
25	4	II Sub Phase A	1.076
26	5	II Sub Phase B	1.117
27	5	II Sub Phase B	1.117
28	5	II Sub Phase B	1.114
29	5	II Sub Phase B	1.076
30	5	II Sub Phase B	1.076
31	5	II Sub Phase B	1.114
32	5	II Sub Phase B	1.114
51	9	III Sub Phase E	1.207
52	9	III Sub Phase E	1.117
53	9	III Sub Phase E	1.117
54	9	III Sub Phase E	1.114
55	9	III Sub Phase E	1.114
56	9	III Sub Phase E	1.117
57	9	III Sub Phase E	1.117
58	9	III Sub Phase E	1.114
59	9	III Sub Phase E	1.114
60	9	III Sub Phase E	1.045
43	8	II Sub Phase C	1.117
44	8	II Sub Phase C	1.117
45	8	II Sub Phase C	1.114
46	8	II Sub Phase C	1.117
47	8	II Sub Phase C	1.117
48	8	II Sub Phase C	1.114
49	8	II Sub Phase C	1.114
50	8	II Sub Phase C	1.207
33	6	II Sub Phase D	1.076
34	6	II Sub Phase D	1.076
35	6	II Sub Phase D	1.114
36	6	II Sub Phase D	1.117
37	6	II Sub Phase D	1.117

**THE VILLAGES AT CRANE MEADOW CONDOMINIUM
 AMENDMENT NO. 16 TO THE MASTER DEED
 OF WILLIAMS VILLAGE, LLC - DECLARANT
 PHASE II, SUB-PHASE "E"**

Schedule B - cont'd

Unit No.	Building No.	Phase	Percentage of Interest in Completed Phases
38	7	II Sub Phase E	1.076
39	7	II Sub Phase E	1.117
40	7	II Sub Phase E	1.117
41	7	II Sub Phase E	1.207
42	7	II Sub Phase E	1.044

THE VILLAGES AT CRANE MEADOW CONDOMINIUM

**AMENDMENT NO. 17 TO THE MASTER DEED
OF WILLIAMS VILLAGE, LLC –DECLARANT
TO CORRECT ERRORS IN THE COMPUTATION OF
PERCENTAGE OF INTEREST IN COMMON AREAS
UPON COMPLETION OF ALL PHASES AND SUBPHASES**

1. Williams Village, LLC, a Massachusetts limited liability company with its Certificate of Organization on file with the Commonwealth of Massachusetts, being The Declarant in a Master Deed of the **THE VILLAGES AT CRANE MEADOW CONDOMINIUM** (the “Condominium”), said Master Deed being dated February 8, 2000, and recorded as Instrument No. 790 of February 10, 2000, and in Book 31128 Page 026 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 amend Schedule C of the Master Deed to correct errors in the percentage of interest in Common areas upon completion of all Phases and Sub-Phases.
2. The correction of mathematical miscalculations is limited to the recomputation of unit owner’s percentage of interest only and do not affect building numbers, unit numbers, or unit addresses. The square foot areas as reconfigured and the percentages comply with the provisions of Chapter 183A as amended. The corrected percentages of interest in common areas upon completion of all Phases and Sub Phases appear on the amended schedule “C” attached hereto.
3. In all other respects, the terms and provisions of the Master Deed. As Amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said Williams Village, LLC has executed this Document as an instrument under seal this ____ day of _____, 2007

WILLIAMS VILLAGE, LLC

By: _____
David A. Franchi, Manager
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

July_____,2007

On this _____day of July 2007, before me, the undersigned notary public, personally appear **DAVID A FRANCHI**, who proved to me through satisfactory evidence of identification, which was a Valid Massachusetts Driver's License with Photograph, to be the person whose name is signed above and he acknowledged to me that he signed voluntarily for its stated purpose and further acknowledged that the execution of the deed by **DAVID A FRANCHI** was in his capacity as Manager of The Williams Villages, LLC and that it was his fee act and deed on behalf of The Williams Villages, LLC.

Attorney John E. O'Keefe
Notary Public: Massachusetts
My commission expires: February 18, 2012

THE VILLAGES AT CRANE MEADOW CONDOMINIUM
SCHEDULE C
UPON COMPLETION OF ALL PHASES AND SUBPHASES

PHASE I

<u>UNIT NO</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
Building #1		
1	51 Heatherwood Drive	1.063%
2	53 Heatherwood Drive	1.102%
3	55 Heatherwood Drive	1.105%
4	57 Heatherwood Drive	1.105%
5	59 Heatherwood Drive	1.102%
6	61 Heatherwood Drive	1.193%
7	60 Heatherwood Drive	1.193%
8	58 Heatherwood Drive	1.105%
9	56 Heatherwood Drive	1.105%
10	54 Heatherwood Drive	1.102%
11	52 Heatherwood Drive	1.102%
Building #2		
12	18 Heatherwood Drive	1.102%
13	14 Heatherwood Drive	1.063%
14	10 Heatherwood Drive	1.033%
Building #3		
15	11 Heatherwood Drive	1.102%
16	9 Heatherwood Drive	1.105%
17	7 Heatherwood Drive	1.105%
18	5 Heatherwood Drive	1.063%
19	3 Heatherwood Drive	1.063%
20	1 Heatherwood Drive	1.102%

PHASE II

<u>UNIT NO</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
Building #4		
21	2 Whispering Brook Road	1.033%
22	4 Whispering Brook Road	1.102%
23	6 Whispering Brook Road	1.105%
24	8 Whispering Brook Road	1.105%
25	10 Whispering Brook Road	1.063%
Building #5		
26	12 Whispering Brook Road	1.105%
27	14 Whispering Brook Road	1.105%
28	16 Whispering Brook Road	1.102%
29	18 Whispering Brook Road	1.063%
30	20 Whispering Brook Road	1.063%
31	22 Whispering Brook Road	1.102%
32	24 Whispering Brook Road	1.102%
Building #6		
33	40 Whispering Brook Road	1.063%
34	42 Whispering Brook Road	1.063%
35	44 Whispering Brook Road	1.102 %
36	46 Whispering Brook Road	1.105%
37	48 Whispering Brook Road	1.105%
Building #7		
38	49 Whispering Brook Road	1.063%
39	47 Whispering Brook Road	1.105%
40	45 Whispering Brook Road	1.105%
41	43 Whispering Brook Road	1.193%
42	41 Whispering Brook Road	1.033%
Building #8		
43	39 Whispering Brook Road	1.105%
44	37 Whispering Brook Road	1.105%
45	35 Whispering Brook Road	1.102%
46	33 Whispering Brook Road	1.105%
47	31 Whispering Brook Road	1.105%
48	29 Whispering Brook Road	1.102%
49	27 Whispering Brook Road	1.102%
50	25 Whispering Brook Road	1.193%

PHASE III

<u>UNIT NO</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
Building #9		
51	19 Whispering Brook Road	1.193%
52	17 Whispering Brook Road	1.105%
53	15 Whispering Brook Road	1.105%
54	13 Whispering Brook Road	1.102%
55	11 Whispering Brook Road	1.102%
56	9 Whispering Brook Road	1.105%
57	7 Whispering Brook Road	1.105%
58	5 Whispering Brook Road	1.102%
59	3 Whispering Brook Road	1.102%
60	1 Whispering Brook Road	1.033%
Building #10		
61	23 Deerfield Run	1.102%
62	27 Deerfield Run	1.063%
63	31 Deerfield Run	1.063%
64	35 Deerfield Run	1.063%
65	39 Deerfield Run	1.063%
66	41 Deerfield Run	1.105%
67	45 Deerfield Run	1.105%
Building #11		
68	60 Deerfield Run	1.102%
69	64 Deerfield Run	1.102%
70	68 Deerfield Run	1.102%
71	72 Deerfield Run	1.102%
72	76 Deerfield Run	1.102%
Building #12		
73	81 Deerfield Run	1.102%
74	79 Deerfield Run	1.102%
75	77 Deerfield Run	1.102%
76	75 Deerfield Run	1.102%
77	73 Deerfield Run	1.102%
78	71 Deerfield Run	1.102%
79	69 Deerfield Run	1.102%
80	67 Deerfield Run	1.102%
81	65 Deerfield Run	1.102%

PHASE III

<u>UNIT NO</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
Building #13		
82	15 Canterbury Way	1.102%
83	17 Canterbury Way	1.102%
84	19 Canterbury Way	1.102%
85	21 Canterbury Way	1.102%
86	23 Canterbury Way	1.102%
87	25 Canterbury Way	1.102%
88	27 Canterbury Way	1.102%
89	29 Canterbury Way	1.105%
90	31 Canterbury Way	1.105%
91	33 Canterbury Way	1.102%