

The Village Condominium Association

Master Deed

This version of the Master Deed has been reformatted for ease of reading and searching. It incorporates amendments up to the time of editing. A table of contents and some footnotes have been added. This document is not intended to replace the legal documents on file with the Middlesex South Registry of Deeds (book 12162, page 318-344, recorded 2/25/1972). Every effort has been made to verify that the content is identical to the original, but for legal purposes, owners are referred to the website of the Registry of Deeds for the Southern Middlesex district: <https://www.masslandrecords.com/MiddlesexSouth/> in order to retrieve the originals.

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MASTER DEED

James P. Duffy and Norman J. Duffy, both of Watertown, Middlesex County, Massachusetts, a partnership doing business under the name of Duffy Associates (the Granters) being the sole owners of the land in said Watertown described in Paragraph 2 below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (the Property), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A. The Property is Phase I of a three phase condominium to be known as The Village.

1. Unit Owners' Organization.

An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-laws pursuant to said Chapter 183A. The name of the Association is The Village Condominium Association (the Association). The names of the Board of Managers of the Association, and their respective terms of office are:

<u>NAME</u>	<u>ADDRESS</u>	<u>TERM</u>
Norman J. Duffy	4 Dudley Road Lexington, Mass.	Until Third Annual Meeting of Unit Owners
Robert L. Duffy	25 Pine Street Watertown, Mass.	Until Third Annual Meeting of Unit Owners
James P. Duffy	34 Partridge Street Watertown, Mass.	Until Second Annual Meeting of Unit Owners
Harvey D. Duffy	26 Phillip Road Lexington, Mass.	Until Second Annual Meeting of Unit Owners
James C. Menton	Lexington Street Watertown, Mass.	Until First Annual Meeting of Unit Owners

3 [i.e., 2]. Description of Land.

A parcel of land in said Watertown, with the buildings, improvements and structures thereon, shown as **Phase I** and being Lot 2 on a plan entitled "Plan of The Village, a Condominium, Watertown, Massachusetts, Scale 1 inch equals 40 feet" dated

January 15, 1972, and prepared by Rowland H. Barnes & Co., Inc., Civil Engineers, 681 Main Street, Watertown, (The Village Condominium Plan), the original linen tracing of which will be recorded herewith, said parcel of land being also shown on a plan entitled "Subdivision of Land Court Case No. 20271A in Watertown, Massachusetts", dated November, 1971, drawn by Rowland H. Barnes & Co., C.E., filed in the Land Registration Office as Plan No. 20271C, said parcel being more particularly bounded and described as follows:

DESCRIPTION¹

NORTHEASTERLY	by the southwesterly sideline of Belmont Street, three hundred thirty-one and 93/100 (331.93) feet;
NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY	by a curved line at the intersection of Belmont Street and Pierce Road, twenty-five and 14/100 (25.14) feet;
SOUTHEASTERLY	by the northwesterly sideline of Pierce Road, five hundred forty-three and 20/100 (543.20) feet;
SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY	by a curved line at the intersection of Pierce Road and Grant Avenue, forty-seven and 12/100 (47.12) feet;
SOUTHWESTERLY	by the northeasterly sideline of Grant Avenue, three hundred twenty-three and 89/100 (323.89) feet;
SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY	by a curved line at the intersection of Grant Avenue and Duff Street, thirty-one and 64/100 (31.64) feet;
NORTHWESTERLY	by the southeasterly sideline of Duff Street, five hundred forty-three and 70/100 (543.70) feet;
NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY	by a curved line at the intersection of Duff Street and Belmont Street, thirty and 86/100 (30.86) feet.

Containing 4.98 acres of land more or less and being a portion of the premises described in a deed of Fairfield Gardens, Inc.

¹ Phase I (northwest quadrant)

to the Grantors dated October 1, 1971 and filed with the South Registry District of Middlesex County as Document No. 490639 and being Lot 2 as described in Certificate of Title No. 136146.

The above-described parcel is subject to an easement to New England Telephone and Telegraph Company as set forth in Document 226652 filed with said Registry District and is subject to a mortgage to Northeast Federal Savings and Loan Association filed with said Registry District as Document No. 490641.

3. Description of Buildings.

The buildings included in Phase I are:

<u>Building Letter</u>	<u>Number of Units</u>	<u>Unit Designation</u>
A	8	1-8
B	16	9-24
C	16	25-40
D	6	41-46
E	4	47-50
F	6	51-56
G	16	57-72
H	12	73-84
I	8	85-92
J	4	93-96

Each building is a garden-type apartment structure of two and one half stories, with basement, having a poured concrete foundation, wood frame bearing wall construction, with brick veneer finish and asphalt strip shingles on a sloped roof. Each building contains concrete and brick chimneys which are located on the party wall on the boundary line between the Units as shown on the floor plans recorded herewith.

The location of each building is shown on The Village Condominium Plan.

4. Description of Units and Their Boundaries.

The designation of each Unit and a statement of its location are set forth in paragraph 3 above. The approximate area of each Unit in Phase I is set forth in Schedule A attached hereto and made a part hereof. Each Unit in Phase I contains 5 rooms on two floors and an open basement. The layout of each Unit and the location of the rooms therein are as shown on the floor plans of Phase I to be recorded herewith. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit.

Each of the Units is bounded and described as follows:

- (a) by the line of the exterior surface of the exterior walls (including projecting window ledges) and by the center line of any party wall separating it from an adjacent Unit,
- (b) by the line of the lower surface of the ceiling joists over the second floor, and
- (c) by a line which is two (2) inches below the upper surface of the concrete slab constituting [sic] the basement floor.²

The common areas to which each unit has access are the land immediately adjacent thereto, including the bulkhead and the exterior stairway adjacent to the cellar door in the rear thereof, the front and rear stoops and the steps, if any, and the walks leading thereto.

There is appurtenant to each Unit:

- (a) the exclusive right and easement to use for ingress thereto and egress therefrom the stoop adjacent to the back door thereof,
- (b) the exclusive right and easement in common with the immediately adjacent Unit to use for ingress thereto and egress therefrom the stoop adjacent to the front door and the bulkhead and exterior stairway adjacent to the cellar door at the rear of the Unit,
- (c) the right and easement to use for ingress to and egress from the cellar of the Unit that portion of the cellar entry way which is located within the boundary [sic] of the adjacent Unit, said cellar entry way being shown on the Cellar Floor Plans to be recorded herewith, and
- (d) the exclusive right and easement to use the attic of the building situated directly above the Unit for storage purposes.
- (e) the exclusive right to use a parking space to be designated by the Association.
- (f) the exclusive right in each Unit except Units 4, 5, 10, 11, 22, 23, 26, 27, 38, 39, 42, 43, 54, 55, 58, 59, 70, 71, 74, 75, 82, 83, 88 and 89 to construct, maintain and use adjacent to the rear line of the Unit a patio which in depth shall extend not more than ten (10) feet from the rear line of the Unit and which in width shall not extend beyond the exterior side line of the Unit,

² Line replaced by Amendment 1 (Amended: Bk 12170, Pg 134, March 13, 1972); formerly "the land within the horizontal boundaries of each Unit shall be a part of such Unit"

the design and construction thereof in each case to be approved by the Board of Managers.

5. Description of the Common Areas and Facilities.

The owner of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities (the Common Elements) in the percentages set forth in said Schedule A.

The Common Elements of the Condominium consist of the entire Property, designated Phase I as aforesaid, including all parts of the buildings and improvements thereon other than the Units and will include, without limitation, the following:

- (a) The attic, ceiling joists and parts of the building above such joists, the front and rear stoops together with the steps and walks leading thereto, if any, the bulkheads and exterior stairways to the Unit basements, ornamental blinds, if any, and the wooden trim around each front door, gutters, drainage downspouts and other elements attached to the buildings but not included within the Units.
- (b) All sewer and drainage pipes.
- (c) All conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of power, light, gas, telephone and water, including all such facilities contained within any Unit and which serve parts of the Condominium other than the Unit within which such facilities are contained.
- (d) The land, lawns, gardens, roads, parking and other improved areas not within the Units and all other apparatus and installations existing in the buildings for common use or necessary or convenient to the existence, maintenance or safety of the buildings.
- (e) All other items other than the Units listed as common areas and facilities in Massachusetts General Laws, Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions of the By-laws, to the rules and regulations promulgated pursuant thereto with respect to the use thereof, to assignment of certain Common Elements to particular Unit Owners and to payments which may be required therefor.

6. Floor Plans.

Simultaneously with the recording hereof there will be recorded a set of the floor plans of the buildings, showing the layout, location, Unit numbers, and dimensions of Units stating the

lettered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, locations, unit numbers and dimensions of the units as built.

7. Use of the Units.

(a) The buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use unless such use shall have been authorized in writing by the Board of Managers of the Association; provided that the Grantors may, until all of said Units have been sold by said Grantors, use any Units owned by the Grantors as a rental office and for models for display for purposes of sale or leasing of Units.

(b) The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-laws of the Association and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the said Board of Managers insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

8. Amendment of Master Deed.

This Master Deed may be amended by the vote of at least 66 2/3% in number in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, or in lieu of a meeting, any amendment may be approved in writing by 66 2/3% in number and in common interest of all Unit Owners, PROVIDED, HOWEVER, that: Without the consent of any Unit Owner (a) the Grantors, or their successors in title to Phase II, being Lot 1 with the buildings thereon shown on The Village Condominium Plan, may at any time prior to December 31, 1972, amend this Deed so as to subject all of said Phase II to the provisions of Massachusetts General Laws, Chapter 183A and (b) if said Phase II is so subjected, the Grantors or their successors in title to Phase III, being Lot 3 with the buildings thereon shown on said Plan, may at any time prior to December 31, 1974, amend this Deed so as to subject all of said Phase III to the provisions of Massachusetts General Laws, Chapter 183A. Any such amendment shall contain with respect to Phases II or III referred to therein all of the particulars required by said Chapter 183A and from and after the recording of such amendment or amendments the Condominium shall include said Phase II or said Phases II and III. The Phase II and Phase III buildings are existing garden type apartment buildings containing, respectively, 88 units and 124 units. The buildings included in Phase II are as follows:

<u>Building Letter</u>	<u>Number of Units</u>	<u>Unit Designation</u>
K	8	97-104
L	12	105-116
M	16	117-132
N	8	133-140
O	12	141-152
P	4	153-156
Q	16	157-172
R	8	173-180
S	4	181-184

The buildings included in Phase III are as follows:

<u>Building Letter</u>	<u>Number of Units</u>	<u>Unit Designation</u>
T	20	185-204
U	20	205-224
V	16	225-240
W	12	241-252
X	16	253-268
Y	20	269-288
Z	20	289-308

The owners of each unit in Phases II and III shall be entitled to an undivided interest in the Common Elements in the percentage set forth in Schedule B attached hereto and made a part hereof. The approximate area of each Unit in Phases II and III will be set forth in an amendment or amendments to this Master Deed creating such phase or phases. Each Unit in Phase II and Phase III except Units 143 and 150 contains 5 rooms on 2 floors and an open basement. Units 143 and 150 each contain 6 rooms on 2 floors and an open basement. The layout of each Unit in Phase II and Phase III and the location of the rooms are as shown on the floor plans thereof to be recorded, respectively, with the amendment creating Phase II and the amendment creating Phase III. The common areas to which each Unit has access are the land immediately adjacent thereto, including the bulkhead and exterior stairway adjacent to the cellar door in the rear thereof, the front and rear stoops and the steps, if any, and walks leading thereto.

9. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

10. Encroachments.

Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Lines and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom

and to maintain repair or replace the Common Elements contained therein or elsewhere in the Buildings.

12. Acquisition of Units by Board of Managers.

In the event (a) any Unit Owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations.

All of the above described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any tenant, visitor, servant or occupant of such Unit.³

14. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity,

³ Subparagraph (b) deleted by Amendment 1 (Amended: Bk 12170, Pg 134, March 13, 1972); formerly: "and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium Unit Owner"

enforceability or effect of the remainder 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 if such invalid provision had never been included herein.

15. Waiver.

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

16. Captions.

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

17. Definitions.

All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, the Grantors have caused this Master Deed to be executed by their duly authorized agents this 23rd day of February, 1972.

DUFFY ASSOCIATES

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. February 23, 1972.

Then personally appeared the above-named James P. Duffy and Norman J. Duffy and acknowledged the foregoing instrument to be their free act and deed, before me, Daniel Needham, Jr.

Notary Public

My Commission Expires: November 4, 1977

SCHEDULE A TO THE MASTER DEED [Phase I]

THE VILLAGE, WATERTOWN, MASSACHUSETTS
(Handwritten note on print copy indicating these units are Phase I)

UNIT	ADDRESS	APPROXIMATE ARE OF SQUARE FEET	PERCENTAGE INTEREST IN COMMON ELEMENTS		
			Phase I Only	Phase I & II	Phases I, II & III
1	57 Grant Ave	1,314	1.0595	.5522	.3295
2	59 Grant Ave	1,278	1.0166	.5313	.3168
3	61 Grant Ave	1,284	1.0166	.5313	.3168
4	63 Grant Ave	1,287	1.0394	.5436	.3245
5	78 Duff St	1,293	1.0394	.5436	.3245
6	76 Duff St	1,281	1.0166	.5313	.3168
7	74 Duff St	1,278	1.0166	.5313	.3168
8	72 Duff St	1,317	1.0595	.5522	.3295
9	70 Duff St	1,317	1.0595	.5522	.3295
10	68 Duff St	1,296	1.0943	.5711	.3411
11	66 Duff St	1,299	1.0394	.5436	.3245
12	64 Duff St	1,284	1.0166	.5313	.3168
13	62 Duff St	1,287	1.0166	.5313	.3168
14	60 Duff St	1,311	1.0394	.5436	.3245
15	58 Duff St	1,308	1.0394	.5436	.3245
16	56 Duff St	1,287	1.0166	.5313	.3168
17	54 Duff St	1,284	1.0166	.5313	.3168
18	52 Duff St	1,308	1.0394	.5436	.3245
19	50 Duff St	1,308	1.0394	.5436	.3245
20	48 Duff St	1,284	1.0166	.5313	.3168
21	46 Duff St	1,284	1.0166	.5313	.3168
22	44 Duff St	1,296	1.0394	.5436	.3245
23	42 Duff St	1,296	1.0394	.5436	.3245
24	40 Duff St	1,317	1.0595	.5522	.3295
25	38 Duff St	1,317	1.0595	.5522	.3295
26	36 Duff St	1,293	1.0943	.5711	.3411
27	32 Duff St	1,299	1.0394	.5436	.3245
28	30 Duff St	1,284	1.0166	.5313	.3168
29	28 Duff St	1,284	1.0166	.5313	.3168
30	26 Duff St	1,311	1.0943	.5711	.3411
31	24 Duff St	1,305	1.0394	.5436	.3245
32	22 Duff St	1,284	1.0166	.5313	.3169
33	20 Duff St	1,284	1.0166	.5313	.3169
34	18 Duff St	1,311	1.0943	.5711	.3411
35	16 Duff St	1,299	1.0394	.5436	.3245
36	14 Duff St	1,278	1.0166	.5313	.3168
37	12 Duff St	1,275	1.0595	.5522	.3295
38	10 Duff St	1,287	1.0943	.5711	.3411
39	8 Duff St	1,290	1.0394	.5436	.3245
40	6 Duff St	1,314	1.0595	.5522	.3295
41	4 Duff St	1,311	1.0595	.5522	.3295
42	2 Duff St	1,296	1.0394	.5436	.3245
43	962 Belmont St	1,296	1.0394	.5436	.3245
44	960 Belmont St	1,281	1.0166	.5313	.3168
45	958 Belmont St	1,278	1.0166	.5313	.3168

46	956 Belmont St	1,317	1.0595	.5522	.3295
47	952 Belmont St	1,320	1.0595	.5522	.3295
48	950 Belmont St	1,284	1.0166	.5313	.3168
49	948 Belmont St	1,275	1.0166	.5313	.3168
50	946 Belmont St	1,311	1.0595	.5522	.3295
51	942 Belmont St	1,317	1.0595	.5522	.3295
52	940 Belmont St	1,278	1.0166	.5313	.3168
53	938 Belmont St	1,281	1.0166	.5313	.3168
54	936 Belmont St	1,293	1.0394	.5436	.3245
55	1 Pierce Road	1,296	1.0394	.5436	.3245
56	3 Pierce Road	1,317	1.0595	.5522	.3295
57	5 Pierce Road	1,311	1.0595	.5522	.3295
58	7 Pierce Road	1,293	1.0394	.5436	.3245
59	9 Pierce Road	1,290	1.0394	.5436	.3245
60	11 Pierce Road	1,269	1.0166	.5313	.3168
61	13 Pierce Road	1,278	1.0166	.5313	.3168
62	15 Pierce Road	1,305	1.0394	.5436	.3245
63	17 Pierce Road	1,305	1.0394	.5436	.3245
64	19 Pierce Road	1,387	1.0166	.5313	.3168
65	21 Pierce Road	1,275	1.0166	.5313	.3168
66	23 Pierce Road	1,311	1.0394	.5436	.3245
67	25 Pierce Road	1,308	1.0394	.5436	.3245
68	27 Pierce Road	1,281	1.0166	.5313	.3168
69	29 Pierce Road	1,281	1.0166	.5313	.3168
70	31 Pierce Road	1,296	1.0394	.5436	.3245
71	33 Pierce Road	1,296	1.0943	.5711	.3411
72	35 Pierce Road	1,317	1.0595	.5522	.3295
73	37 Pierce Road	1,311	1.0595	.5522	.3295
74	39 Pierce Road	1,290	1.0394	.5436	.3245
75	41 Pierce Road	1,290	1.0394	.5436	.3245
76	43 Pierce Road	1,305	1.0394	.5436	.3245
77	45 Pierce Road	1,308	1.0394	.5436	.3245
78	47 Pierce Road	1,278	1.0166	.5313	.3168
79	49 Pierce Road	1,281	1.0166	.5313	.3168
80	51 Pierce Road	1,302	1.0394	.5436	.3245
81	53 Pierce Road	1,302	1.0394	.5436	.3245
82	55 Pierce Road	1,293	1.0394	.5436	.3245
83	57 Pierce Road	1,296	1.0394	.5436	.3245
84	59 Pierce Road	1,314	1.0595	.5522	.3295
85	61 Pierce Road	1,314	1.0595	.5522	.3295
86	63 Pierce Road	1,278	1.0700	.5600	.3333
87	65 Pierce Road	1,273	1.0166	.5313	.3168
88	67 Pierce Road	1,296	1.0394	.5436	.3245
89	35 Grant Avenue	1,293	1.0394	.5436	.3245
90	37 Grant Avenue	1,278	1.0700	.5600	.3333
91	39 Grant Avenue	1,278	1.0700	.5600	.3333
92	41 Grant Avenue	1,314	1.0595	.5522	.3295
93	45 Grant Avenue	1,317	1.0595	.5522	.3295
94	47 Grant Avenue	1,281	1.0166	.5313	.3168
95	49 Grant Avenue	1,281	1.0166	.5313	.3168
96	51 Grant Avenue	1,320	1.1111	.5800	.3462

SCHEDULE B TO THE MASTER DEED [Phase II]

THE VILLAGE, WATERTOWN, MASSACHUSETTS

(Handwritten note on print copy indicating these units are Phase II)

UNIT	ADDRESS	PERCENTAGE INTEREST IN COMMON ELEMENTS	
		Phases I, II	Phases I, II, III
97	25 Grant Avenue	.5522	.3295
98	27 Grant Avenue	.5313	.3168
99	29 Grant Avenue	.5313	.3168
100	31 Grant Avenue	.5436	.3245
101	68 Pierce Road	.5436	.3245
102	66 Pierce Road	.5313	.3168
103	64 Pierce Road	.5313	.3168
104	62 Pierce Road	.5522	.3295
105	60 Pierce Road	.5522	.3295
106	58 Pierce Road	.5436	.3245
107	56 Pierce Road	.5436	.3245
108	54 Pierce Road	.5436	.3245
109	52 Pierce Road	.5436	.3245
110	50 Pierce Road	.5313	.3168
111	48 Pierce Road	.5313	.3168
112	46 Pierce Road	.5436	.3245
113	44 Pierce Road	.5436	.3245
114	42 Pierce Road	.5436	.3245
115	40 Pierce Road	.5436	.3245
116	38 Pierce Road	.5522	.3295
117	36 Pierce Road	.5522	.3295
118	34 Pierce Road	.5436	.3245
119	32 Pierce Road	.5436	.3245
120	30 Pierce Road	.5313	.3168
121	28 Pierce Road	.5313	.3268
122	26 Pierce Road	.5436	.3245
123	24 Pierce Road	.5436	.3245
124	22 Pierce Road	.5313	.3168
125	20 Pierce Road	.5313	.3168
126	18 Pierce Road	.5436	.3245
127	16 Pierce Road	.5436	.3245
128	14 Pierce Road	.5313	.3168
129	12 Pierce Road	.5313	.3168
130	10 Pierce Road	.5436	.3245
131	8 Pierce Road	.5436	.3245
132	6 Pierce Road	.5522	.3295
133	4 Pierce Road	.5800	.3462
134	2 Pierce Road	.5436	.3245
135	920 Belmont Street	.5436	.3245
136	918 Belmont Street	.5313	.3168
137	916 Belmont Street	.5313	.3168
138	914 Belmont Street	.5436	.3245
139	912 Belmont Street	.5436	.3462
140	910 Belmont Street	.5522	.3295
141	370 Lexington Street	.5522	.3295

142	368	Lexington Street	.5436	.3245
143	366	Lexington Street	.5436	.3245
144	364	Lexington Street	.5436	.3245
145	362	Lexington Street	.5436	.3245
146	360	Lexington Street	.5313	.3168
147	358	Lexington Street	.5313	.3168
148	356	Lexington Street	.5436	.3245
149	354	Lexington Street	.5436	.3245
150	353	Lexington Street	.5436	.3245
151	350	Lexington Street	.5711	.3411
152	348	Lexington Street	.5800	.3462
153	346	Lexington Street	.5522	.3295
154	344	Lexington Street	.5436	.3245
155	342	Lexington Street	.5436	.3245
156	340	Lexington Street	.5522	.3295
157	338	Lexington Street	.5522	.3295
158	336	Lexington Street	.5436	.3245
159	334	Lexington Street	.5436	.3245
160	332	Lexington Street	.5313	.3168
161	330	Lexington Street	.5313	.3168
162	328	Lexington Street	.5436	.3245
163	326	Lexington Street	.5436	.3245
164	324	Lexington Street	.5313	.3168
165	322	Lexington Street	.5313	.3168
166	320	Lexington Street	.5436	.3245
167	318	Lexington Street	.5711	.3411
168	316	Lexington Street	.5313	.3168
169	314	Lexington Street	.5313	.3168
170	312	Lexington Street	.5436	.3245
171	310	Lexington Street	.5436	.3245
172	308	Lexington Street	.5522	.3295
173	306	Lexington Street	.5522	.3295
174	304	Lexington Street	.5313	.3168
175	302	Lexington Street	.5313	.3168
176	300	Lexington Street	.5436	.3245
177	1	Grant Avenue	.5436	.3245
178	3	Grant Avenue	.5313	.3168
179	5	Grant Avenue	.5313	.3168
180	7	Grant Avenue	.5522	.3295
181	13	Grant Avenue	.5522	.3295
182	15	Grant Avenue	.5313	.3168
183	17	Grant Avenue	.5313	.3168
184	19	Grant Avenue	.5522	.3295

SCHEDULE B TO THE MASTER DEED [Phase III]

THE VILLAGE, WATERTOWN, MASSACHUSETTS

(Handwritten note on print copy indicating these units are Phase III)

UNIT	ADDRESS	PERCENTAGE INTEREST IN COMMON ELEMENTS Phases I, II, III
185	126 Duff Street	.3295
186	124 Duff Street	.3168
187	122 Duff Street	.3168
188	120 Duff Street	.3245
189	118 Duff Street	.3245
190	116 Duff Street	.3168
191	114 Duff Street	.3168
192	112 Duff Street	.3245
193	110 Duff Street	.3245
194	108 Duff Street	.3168
195	106 Duff Street	.3168
196	104 Duff Street	.3245
197	102 Duff Street	.3245
198	100 Duff Street	.3168
199	98 Duff Street	.3168
200	96 Duff Street	.3245
201	94 Duff Street	.3245
202	92 Duff Street	.3168
203	90 Duff Street	.3168
204	88 Duff Street	.3295
205	86 Duff Street	.3295
206	84 Duff Street	.3245
207	64 Grant Avenue	.3245
208	62 Grant Avenue	.3168
209	60 Grant Avenue	.3168
210	58 Grant Avenue	.3245
211	56 Grant Avenue	.3245
212	54 Grant Avenue	.3245
213	52 Grant Avenue	.3245
214	50 Grant Avenue	.3168
215	48 Grant Avenue	.3168
216	46 Grant Avenue	.3245
217	44 Grant Avenue	.3245
218	42 Grant Avenue	.3245
219	40 Grant Avenue	.3245
220	38 Grant Avenue	.3168
221	36 Grant Avenue	.3168
222	34 Grant Avenue	.3245
223	75 Pierce Road	.3245
224	77 Pierce Road	.3295
225	79 Pierce Road	.3295
226	81 Pierce Road	.3245
227	83 Pierce Road	.3245
228	85 Pierce Road	.3245
229	87 Pierce Road	.3245
230	89 Pierce Road	.3168

231	91 Pierce Road	.3168
232	93 Pierce Road	.3245
233	95 Pierce Road	.3245
234	97 Pierce Road	.3168
235	99 Pierce Road	.3168
236	101 Pierce Road	.3245
237	103 Pierce Road	.3245
238	105 Pierce Road	.3168
239	107 Pierce Road	.3168
240	109 Pierce Road	.3295
241	111 Pierce Road	.3295
242	113 Pierce Road	.3245
243	115 Pierce Road	.3245
244	117 Pierce Road	.3245
245	119 Pierce Road	.3245
246	121 Pierce Road	.3168
247	120 Pierce Road	.3168
248	118 Pierce Road	.3245
249	116 Pierce Road	.3245
250	114 Pierce Road	.3245
251	112 Pierce Road	.3245
252	110 Pierce Road	.3295
25	108 Pierce Road	.3295
254	106 Pierce Road	.3168
255	104 Pierce Road	.3168
256	102 Pierce Road	.3245
257	100 Pierce Road	.3245
258	98 Pierce Road	.3168
259	96 Pierce Road	.3168
260	94 Pierce Road	.3245
261	92 Pierce Road	.3245
262	90 Pierce Road	.3168
263	88 Pierce Road	.3168
264	86 Pierce Road	.3245
265	84 Pierce Road	.3245
266	82 Pierce Road	.3245
267	80 Pierce Road	.3245
268	78 Pierce Road	.3295
269	76 Pierce Road	.3295
270	74 Pierce Road	.3245
271	32 Grant Avenue	.3245
272	30 Grant Avenue	.3168
273	28 Grant Avenue	.3168
274	26 Grant Avenue	.3245
275	24 Grant Avenue	.3245
276	22 Grant Avenue	.3245
277	20 Grant Avenue	.3245
278	18 Grant Avenue	.3168
279	16 Grant Avenue	.3168
280	14 Grant Avenue	.3245
281	12 Grant Avenue	.3245
282	10 Grant Avenue	.3245
283	8 Grant Avenue	.3245
284	6 Grant Avenue	.3168
285	4 Grant Avenue	.3168
286	2 Grant Avenue	.3245
287	298 Lexington Street	.3245

288	296 Lexington Street	.3295
289	294 Lexington Street	.3295
290	292 Lexington Street	.3168
291	290 Lexington Street	.3168
291	288 Lexington Street	.3245
293	286 Lexington Street	.3245
294	284 Lexington Street	.3168
295	282 Lexington Street	.3168
296	280 Lexington Street	.3245
297	278 Lexington Street	.3245
298	276 Lexington Street	.3168
299	274 Lexington Street	.3168
300	272 Lexington Street	.3245
301	270 Lexington Street	.3245
302	268 Lexington Street	.3168
303	266 Lexington Street	.3168
304	264 Lexington Street	.3245
305	262 Lexington Street	.3245
306	260 Lexington Street	.3168
307	258 Lexington Street	.3168
308	256 Lexington Street	.3295

THE VILLAGE (A CONDOMINIUM)

AMENDMENT NUMBER 1 TO MASTER DEED⁴

We, James P. Duffy and Norman J. Duffy, both of Watertown, Middlesex County, Massachusetts, a partnership doing business as Duffy Associates, as we are the owners of all the units of a condominium being Phase I of a three phase condominium known as The Village, created by a Master Deed dated February 23, 1972, and recorded February 25, 1972 with Middlesex South Registry of Deed in Book 12162, Page 318 acting pursuant to Massachusetts General Laws Chapter 183A and to the provisions of said Master Deed do hereby amend and approve the amendment of said Master Deed as follows:

1. Paragraph 4(c) of the Master Deed is hereby deleted in its entirety and the following is hereby substituted therefore:

"(c) by a line which is two (2) inches below the upper surface of the concrete slab constituting [sic] the basement floor."

2. Subparagraph (b) of paragraph 13 is hereby deleted in its entirety and the designation "a" is hereby deleted from paragraph 13 so that as amended paragraph 13 reads:

"All of the above described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of a Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any tenant, visitor, servant or occupant of such Unit."

⁴ Amended: Bk 12170, Pg 134, March 13, 1972

3. In all other respects said Master Deed is hereby ratified and confirmed.

In witness whereof on this 13th day of March, 1972, the said James P. Duffy and Norman J. Duffy have signed and sealed this instrument of amendment.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. March 13, 1972

Then personally appeared the above-named James P. Duffy and Norman J. Duffy and acknowledged the foregoing instrument to be their free act and deed, before me, Daniel Needham, Jr.

Notary Public

My commission expires: November 4, 1977

THE VILLAGE (A CONDOMINIUM)

AMENDMENT NUMBER 2 TO MASTER DEED⁵

We, James P. Duffy and Norman J. Duffy, both of Watertown, Middlesex County, Massachusetts, a partnership doing business as Duffy Associates (the Grantors), being the Grantors in the Master Deed creating Phase I of The Village, a three-phase condominium, dated February 23, 1972, recorded with Middlesex South District Registry of Deeds on February 25, 1972, in Book 12162, Page 318, as amended by Amendment Number 1 thereto, recorded with said Deeds on March 13, 1972, in Book 12170, Page 134, and being the sole owners of the land with the buildings thereon in said Watertown described in paragraph 2 below, by this amendment and in accordance with said Master Deed, do hereby create with respect to said property, **Phase II** of said condominium known as The Village, to be governed by and subject to the provisions of Chapter 183A.

1. Unit Owners' Organization.

The condominium will be managed and regulated by the Association as set forth in said Master Deed, as amended.

2. Description of Land.

A parcel of land in said Watertown, with the buildings, improvements and structures thereon, shown as Phase II and being Lot 1 on a plan entitled "Plan of The Village, a Condominium, Watertown, Massachusetts, scale 1 inch equals 40 feet" dated January 15, 1972, and prepared by Rowland H. Barnes & Co., Inc., Civil Engineers, 681 Main Street, Waltham, Massachusetts (The Village Condominium Plan), the original linen tracing of which was recorded with said Master Deed, as amended, said parcel of land being also shown on a plan entitled "Subdivision of Land Court Case No. 20271A in Watertown, Massachusetts", dated November 1971, drawn by Rowland H. Barnes & Co., Inc., C.E. filed in the Land Registration Office as Plan No. 20271C, said parcel being more particularly bounded and described as follows:

⁵ Amended: Bk 12203, Pg 030, May 11, 1972

DESCRIPTION⁶

NORTHEASTERLY by the southwesterly sideline of Belmont Street, one hundred thirty-nine and 39/100 (139.39) feet

NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY by three curved lines of the intersection of Belmont Street and Lexington Street, three hundred twenty-six and 80/100 (326.80) feet

SOUTHEASTERLY by the northwesterly sideline of Lexington Street, three hundred sixty-three and 88/100 (363.88) feet;

SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY by the curved line of the intersection of Lexington Street and Grant Avenue, thirty-one and 91/100 (31.91) feet;

SOUTHWESTERLY by the northeasterly sideline of Grant Avenue, three hundred eighteen and 50/100 (318.50) feet;

SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY by the curved line of the intersection of Grant Avenue and Pierce Road, forty seven and 12/100 (47.12) feet;

NORTHWESTERLY by the southeasterly sideline of Pierce Road, five hundred forty-three and 60/100 (543.70) feet;

NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY by the curved line at the intersection of Pierce Road and Belmont Street, twenty five and 85/100 (30.86) feet.

Containing 4.72 acres of land more or less and being a portion of the premises described in a deed of Fairfield Gardens, Inc. to the Grantors dated October 1, 1971, and filed with the South Registry District of Middlesex County as Document No. 490639, and being Lot as described in Certificate of Title No. 136146. The above-described parcel is subject to an easement to New England Telephone and Telegraph Company as set forth in Document No. 226652 filed with said Registry District, and is subject to a mortgage to Northeast Federal Savings and Loan Association filed with said Registry District as Document No. 495525 of 1972.

⁶ Phase II (northeast quadrant)

3. Description of Buildings.

Each building in Phase II is a garden type apartment structure of two and one-half stories, with basement, having a poured concrete foundation, wood frame bearing wall construction, with brick veneer finish and asphalt stripped shingles on a sloped roof. Each building contains concrete and brick chimneys which are located on the party wall on the boundary line between the Units as shown on the floor plans recorded herewith. The designation of each building and the number and designation of the Units in such building are as set forth in paragraph 8 of said Master Deed, as amended. The location of each building is shown on The Village Condominium Plan.

4. Description of Units and Their Boundaries.

The designation of each Unit in Phase II and its street address are set forth in Schedule B of said Master Deed, as amended. The approximate area of each Unit in Phase II is set forth in Schedule A attached hereto and made a part hereof. The number of rooms which each such Unit contains is set forth in paragraph 8 of said Master Deed, as amended. The layout of each Unit in Phase II and the location of the rooms are as shown on the floor plans thereof recorded herewith. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each unit. The common areas to which each Unit has access are set forth in said Master Deed, as amended.

Each of the Units in Phase II is bounded and described in the same manner as set forth in paragraph 4 of said Master Deed, as amended, for Units in Phase I.

There is appurtenant to each Unit in Phase II the same rights and easements as are set forth in paragraph 4 of said Master Deed, as amended, for the Units in Phase I, except for the rights described in paragraph 4(f) which shall not apply to any Unit in Phase II; there shall be an exclusive right in each Unit in Phase II except Units 100, 101, 106, 107, 114, 115, 118, 119, 130, 131, 134, 135, 142, 143, 150, 151, 158, 159, 170, 171, 176 and 177, to construct, maintain and use adjacent to the rear line of the Unit a patio which in depth shall extend not more than ten (10) feet from the rear line of the Unit and which in width shall not extend beyond the exterior sideline of the Unit, the design and construction thereof in each case to be approved by the Board of Managers.

5. Description of the Common Areas and Facilities.

The owner of each Unit in Phase II shall be entitled to an undivided interest in the Common Areas and Facilities (the

Common Elements) in the percentages set forth in Schedule B of said Master Deed, as amended.

The Common Elements of Phase II consist of the entire property, designated Phase II as aforesaid, including all parts of the buildings and improvements thereon other than the Units and will include, without limitation, the improvements, elements, items and facilities set forth and described in paragraph 4 of the Master Deed, as amended.

The Common Elements shall be subject to the provisions of the By-Laws, to the rules and regulations promulgated pursuant thereto with respect to the use thereof, to the assignment of certain Common Elements to particular Unit owners and to payments which may be required therefor.

6. Floor Plans.

Simultaneously with the recording hereof, there will be recorded a set of the Floor Plans of the buildings, showing the layout, location, Unit numbers, and dimensions of the Units, and stating the lettered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

7. Determination of Percentages in Common Elements.

The percentages of interest of the Units in Phase II in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date of said Master Deed, as amended, bears to the aggregate fair value of all the Units on said date.

8. Master Deed Incorporated by Reference.

Each of the Units and the Common Elements in Phase II shall be subject to the provisions of the Master Deed, as amended, the Unit Deed, the By-Laws and the rules and regulations adopted thereunder. The provisions of the Master Deed, as amended, except as herein modified or amended and except as the context thereof clearly restricts portions of said Master Deed to Phase I, are hereby incorporated by reference into this Amendment Number 2 and shall apply to Phase II and the Units and Common Elements included therein as fully as if they had been completely set forth herein.

In witness whereof, on this 10 day of May, 1972, the said James P. Duffy and Norman J. Duffy have signed and sealed this instrument of amendment.

Boston, Mass.

Suffolk SS

On May 10, 1972 the above named James P. Duffy and Norman J. Duffy appeared before me and acknowledged this to be their free act and deed.

Robert S. Stoller

My Commission expires October 27, 1972

SCHEDULE A TO AMENDMENT NUMBER 2 TO MASTER DEED

THE VILLAGE, WATERTOWN, MASSACHUSETTS

<u>Unit</u>	<u>Approximate Area in Square Feet</u>
97	1,323
98	1,284
99	1,284
100	1,302
101	1,302
102	1,284
103	1,284
104	1,323
105	1,317
106	1,296
107	1,302
108	1,308
109	1,308
110	1,278
111	1,281
112	1,305
113	1,305
114	1,293
115	1,296
116	1,317
117	1,317
118	1,293
119	1,296
120	1,284
121	1,284
122	1,305
123	1,311
124	1,290
125	1,284
126	1,311
127	1,299
128	1,272
129	1,272
170	1,293
171	1,296
172	1,317
173	1,314
174	1,278
175	1,278
176	1,293
177	1,293
178	1,281
179	1,281
180	1,314
181	1,317
182	1,278
183	1,281
184	1,320
130	1,293
131	1,290

<u>Unit</u>	<u>Approximate Area in Square Feet</u>
132	1,314
133	1,317
134	1,296
135	1,299
136	1,278
137	1,281
138	1,293
139	1,293
140	1,311
141	1,317
142	1,290
143	1,291
144	1,406
145	1,287
146	1,278
147	1,281
148	1,290
149	1,404
150	1,296
151	1,296
152	1,314
153	1,314
154	1,296
155	1,299
156	1,317
157	1,314
158	1,296
159	1,293
160	1,278
161	1,275
162	1,302
163	1,305
164	1,278
165	1,281
166	1,305
167	1,305
168	1,281
169	1,278

THE VILLAGE (A CONDOMINIUM)

AMENDMENT NUMBER 3 TO MASTER DEED⁷

We, James P. Duffy and Norman J. Duffy, both of Watertown, Middlesex County, Massachusetts, a partnership doing business as DUFFY ASSOCIATES (the Grantors), being the Grantors in the Master Deed creating Phase I of The Village, a three-phase condominium, dated February 23, 1972, in Book 12162, Page 318, as amended by Amendment Number 1 thereto, recorded with said Deeds on March 13, 1972, in Book 12170, Page 134, and as further amended by Amendment Number 2 thereto creating Phase II thereof, recorded with said Deeds on May 11, 1972, in Book 12203, Page 30, and being the sole owners of the land with the buildings thereon in said Watertown, described in paragraph 2 below, by this amendment and in accordance with said Master Deed, do hereby create with respect to said property, **Phase III** of said condominium known as The Village, to be governed by and subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

1. Unit Owners' Organization.

The condominium will be managed and regulated by the Association as set forth in said Master Deed, as amended.

2. Description of Land.

A parcel of land in said Watertown, with the buildings, improvements and structures thereon, shown as Phase III and being Lot 3 on a plan entitled "Plan of The Village, a Condominium, Watertown, Massachusetts, scale 1 inch equals 40 feet", dated January 15, 1972, and prepared by Rowland H. Barnes & Co., Inc., Civil Engineers, 681 Main Street, Waltham, Massachusetts (The Village Condominium Plan), the original linen tracing of which was recorded with said Master Deed, as amended, said parcel of land being also shown on a plan entitled "Subdivision of Land Court Case No. 20271A in Watertown, Massachusetts", dated November 1971, drawn by Rowland H. Barnes & Co., Inc., C.E., filed in the Land Registration Office as Plan No. 20271C, said parcel being more particularly bounded and described as follows:

⁷ Amended: Bk 12427, Pg 423, May 7, 1973

DESCRIPTION⁸

SOUTHEASTERLY	by the northwesterly sideline of Lexington Street, three hundred fifty-seven and 61/100 (357.61) feet;
SOUTHEASTERLY, EASTERLY, and NORTHEASTERLY	by the curved line of the intersection of Belmont ⁹ Street and Grant Avenue, thirty and 93/100 (30.93) feet
NORTHEASTERLY	by the southwesterly sideline of Grant Avenue, three hundred twenty and 47/100 (320.47) feet;
NORTHEASTERLY, NORTHERLY, and NORTHWESTERLY	by the curved line at the intersection of Grant Avenue and Pierce Road, forty-seven and 12/100 (47.12) feet.
NORTHWESTERLY	by the southeasterly sideline of Pierce Road, one hundred sixty-eight and 0/100 (168.00) feet;
WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY and SOUTHEASTERLY	by the curved line of the cul de sac of Pierce Road, one hundred sixty-eight and 96/100 (168.96) feet
SOUTHEASTERLY	by the northwesterly sideline of Pierce Road, one hundred sixty-eight and 00/100 (168.00) feet;
SOUTHEASTERLY, EASTERLY, and NORTHEASTERLY	by the curved line of the intersection of Grant Avenue and Pierce Road, forty-seven and 12/100 (47.12) feet;
NORTHEASTERLY	by the southwesterly sideline of Grant Avenue, three hundred twenty-four and 81/100 (324.81) feet
NORTHEASTERLY, NORTHERLY, and NORTHWESTERLY	by the curved line of the intersection of Grant Avenue and Duff Road, thirty-one and 15/100 (31.15) feet;
NORTHWESTERLY	by the southeasterly sideline of Duff Street, three hundred seventy and 24/100 (370.24) feet
SOUTHWESTERLY	by land now or formerly owned by the Town of Watertown, seven hundred ninety-eight and 38/100

Containing 6.65 acres of land more or less and being a portion of the premises described in a deed of Fairfield Gardens, Inc. to the Grantors dated October 1, 1971, and filed with the South

⁸ Phase III (southeast and southwest quadrants)

⁹ "Lexington" must be intended here.

Registry District of Middlesex County as Document No. 490639, and being Lot 3 as described in Certificate of Title No. 136146.

The above-described parcel is subject to an easement to New England Telephone and Telegraph Company as set forth in Document No. 226652, filed with said Registry District, and is subject to a mortgage to Northeast Federal Savings and Loan Association, filed with said Registry District as Document No. 495525 of 1972.

3. Description of Buildings.

Each building in Phase III is a garden-type apartment structure of two and one-half stories, with basement, having a poured concrete foundation, wood frame bearing wall construction, with brick veneer finish and asphalt stripped shingles on a sloped roof. Each building contains concrete and brick chimneys which are located on the party wall on the boundary line between the Units as shown on the floor plans recorded herewith. The designation of each building and the number and designation of the Units in such building are as set forth in paragraph 8 of said Master Deed, as amended. The location of each building is shown on The Village Condominium Plan.

4. Description of Units and Boundaries.

The designation of each Unit in Phase III and its street address are set forth in Schedule B of said Master Deed, as amended. The approximate area of each Unit in Phase III is set forth in Schedule A attached hereto and made a part hereof. The number of rooms which each such Unit contains is set forth in paragraph 8 of said Master Deed, as amended. The layout of each Unit in Phase III and the location of the rooms are as shown on the floor plans thereof recorded herewith. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit. The common areas to which each Unit has access are set forth in said Master Deed, as amended.

Each of the Units in Phase III is bounded and described in the same manner as set forth in paragraph 4 of said Master Deed, as amended, for the Units in Phase I, except for the rights described in paragraph 4(f) which shall not apply to any unit in Phase III; there shall be an exclusive right in each Unit in Phase III, except Units 188, 189, 200, 201, 206, 207, 210, 211, 218, 219, 222, 223, 226, 227, 228, 229, 245, 248, 264, 265, 266, 267, 270, 271, 274, 275, 282, 283, 286, 287, 290, 291, 292, 293, 304 and 305, to construct, maintain and use adjacent to the rear line of the Unit a patio which in depth shall extend not more than ten (10) feet from the rear line of the Unit and which in width shall not extend beyond the exterior sideline of the Unit,

the design and construction thereof in each case to be approved by the Board of Managers.

5. Description of the Common Areas and Facilities.

The owner of each Unit in Phase III shall be entitled to an undivided interest in the Common Areas and Facilities (the Common Elements) in the percentages set forth in Schedule B of said Master Deed, as amended.

The Common Elements of Phase III consist of the entire property, designated Phase III as aforesaid, including all parts of the buildings and improvements thereon other than the Units and will include, without limitation, the improvements, elements, items and facilities set forth and described in paragraph 5 of the Master Deed, as amended.

The Common Elements shall be subject to the provisions of the By-Laws, to the rules and regulations promulgated pursuant thereto with respect to the use thereof, to the assignment of certain Common Elements to particular Unit owners, and to payments which may be required therefor.

8 [i.e., 6]. Floor Plans.

Simultaneously with the recording hereof, there will be recorded a set of the Floor Plans of the buildings, showing the layout, location, Unit numbers, and dimensions of the Units, and stating the lettered designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the Plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

7. Determination of Percentages in Common Elements.

The percentages of interest of the Units in Phase III in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date of said Master Deed bears to the aggregate fair value of all the Units on said date.

8. Master Deed Incorporated by Reference.

Each of the Units and the Common Elements in Phase III shall be subject to the provisions of the Master Deed, as amended, the Unit Deed, the By-laws and the rules and regulations thereunder. The provisions of the Master Deed, as amended, except as herein modified or amended except as the context thereof clearly restricts portions of said Master Deed to Phase I or Phase II, are hereby incorporated reference into this Amendment Number 3 and shall apply to Phase III and the Units and Common Elements

included therein as fully as if they had been completely set forth herein.

IN WITNESS WHEREOF, on this second day of May, 1973, the said James P. Duffy and Norman J. Duffy have signed and this instrument of amendment.

James P. Duffy

Norman J. Duffy

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. May 2, 1973

Then personally appeared the above-named JAMES P. DUFFY and NORMAN J. DUFFY, and acknowledged the foregoing instrument to be their free act and deed. Before me,

DANIEL NEEDHAM, Jr., Notary Public
My Commission Expires November 4, 1977

SCHEDULE A TO AMENDMENT NUMBER 3 TO MASTER DEED

THE VILLAGE, WATERTOWN, MASSACHUSETTS

<u>Unit</u>	<u>Approximate Area in Square Feet</u>
185	1,317
186	1,281
187	1,284
188	1,287
189	1,293
190	1,284
191	1,278
192	1,305
193	1,302
194	1,284
195	1,284
196	1,305
197	1,299
198	1,281
199	1,278
200	1,296
201	1,293
202	1,284
203	1,281
204	1,314
205	1,314
206	1,293
207	1,296
208	1,287
209	1,284
210	1,296
211	1,299
212	1,308
213	1,305
214	1,278
215	1,269
216	1,302
217	1,302
218	1,293
219	1,296
220	1,275
221	1,281
222	1,299
223	1,299
224	1,317
225	1,314
226	1,299
227	1,299
228	1,296
229	1,296
230	1,281
231	1,278
232	1,305

<u>Unit</u>	<u>Approximate Area in Square Feet</u>
233	1,302
234	1,281
225	1,281
236	1,305
237	1,305
238	1,278
239	1,278
240	1,314
241	1,314
242	1,290
243	1,293
244	1,296
245	1,296
246	1,281
247	1,284
248	1,293
249	1,290
250	1,290
251	1,290
252	1,314
253	1,314
254	1,281
255	1,281
256	1,302
257	1,302
258	1,275
259	1,278
260	1,299
261	1,305
262	1,284
263	1,284
264	1,299
265	1,287
266	1,293
267	1,293
268	1,311
269	1,311
270	1,296
271	1,296
272	1,278
273	1,278
274	1,293
275	1,293
276	1,311
277	1,302
278	1,278
279	1,278
280	1,305
281	1,308
282	1,293
283	1,296
284	1,275
285	1,272

<u>Unit</u>	<u>Approximate Area in Square Feet</u>
286	1,293
287	1,293
288	1,314
289	1,314
290	1,281
291	1,284
292	1,293
293	1,290
294	1,272
295	1,281
296	1,299
297	1,308
298	1,278
299	1,278
300	1,302
301	1,305
302	1,287
303	1,284
304	1,302
305	1,296
306	1,281
307	1,281
308	1,317