



MASTER DEED

34-36 SUMMER STREET CONDOMINIUM

Bedford Housing Trust, Inc., a Massachusetts non-profit corporation, having a business address of 12 Mudge Way, Box 1-9, Bedford, Massachusetts 01730 (hereinafter the "**Declarant**"), being the sole owner of certain land located at 34-36 Summer Street, Bedford, Middlesex County, Massachusetts, as more particularly described in Section 2 below (the "**Land**"), does hereby, by duly executing and recording this Master Deed, submit the Land, together with the buildings and improvements located thereon, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as the same may be amended from time to time ("**Chapter 183A**"), and does hereby state that it proposes to create, and does hereby create, a condominium to be governed by and subject to the provisions of Chapter 183A.

34-36 Summer St, Bedford
Plan bk 2004 pg 287

1. NAME AND DESCRIPTION OF CONDOMINIUM.

The Condominium shall be known as the "34-36 Summer Street Condominium" (hereinafter, the "**Condominium**"). The property which constitutes the Condominium (the "**Property**") shall consist of the Land, together with the buildings and all other improvements located thereon, as shown on the plans of the Condominium recorded herewith and further described below.

2. DESCRIPTION OF LAND.

A certain parcel of land with the buildings thereon situated in Bedford, Middlesex County, Massachusetts, shown as Lot 69 on a plan entitled Subdivision Plan of Bedford Garden, Bedford, Mass." dated September 3, 1952 and prepared by G.I. Engle, C.E., recorded with the Middlesex South District Registry of Deeds (the "**Registry**") in Book 8010, Page 470, bounded and described as follows:

- EASTERLY by Neillian Street, as shown on said plan, sixty (60) feet;
- SOUTHEASTERLY by a curved line forming the junction of Neillian Street and Summer Street, as shown on said plan, thirty-one and 42/100 (31.42) feet;
- SOUTHERLY by Summer Street, as shown on said plan, eighty-five (85) feet;
- WESTERLY by land of Gladys W. Velnott, as shown on said plan, eighty (80) feet; and
- NORTHERLY by Lot 68 as shown on said plan, one hundred five (105) feet.

Containing 8,314 square feet of land according to said plan

Together with the right to use all streets and ways as shown on said plan for all purposes for which streets and ways are used in said Bedford in common with all others entitled thereto.

David M. Foss, Esq.
Cumsky & Levin LLP
6 University Road
Cambridge, MA 02138

For Declarant's title, see deed dated October 16, 2002 and recorded with the Registry in Book 36739, Page 5.

3. DESCRIPTION OF BUILDING.

There is a building (the "**Building**") containing two (2) residential units (the "**Units**") located on the Land. The Building is constructed primarily of wood, with vinyl siding, and has one (1) story above grade plus one (1) subsurface level, all as shown on the plans of the Condominium recorded herewith and as further described below.

4. FLOOR PLANS AND SITE PLAN.

Simultaneously with the recording hereof, there has been recorded with the Registry a plan of the Land, which plan includes a site plan and floor plans of the Building (the "**Plan**"). The Plan (i) depicts the layout, location, unit designations and dimensions of the Units and the immediate common areas to which the Units have access, (ii) states that Building has no name, and (iii) bears the verified statement of either a registered architect or a registered land surveyor, certifying that the floor plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built. The site plan of the Property which is included as part of the Plan (the "**Site Plan**") shows the boundaries of the Land and the location of the Building and certain of the common areas and facilities of the Condominium (the "**Common Areas**") as well as areas of exclusive use.

5. DESCRIPTION OF UNITS.

- 5.1 The proportionate interest of each Unit in the Common Areas is set forth on Schedule A attached hereto and made a part hereof.
- 5.2 Unit 34 has a street address of 34 Summer Street, Bedford, Massachusetts. Unit 34 is located on the first floor and basement level of the Building and consists of four (4) rooms and one (1) bathroom located on the first floor and a basement level. Unit 34 contains approximately 1,237 square feet. The immediate Common Areas to which Unit 34 has access are (i) the common stairway located in the rear of the Building which leads to the basement level of the Unit, (ii) the wood deck and stairway located at the rear of the Building (adjacent to the kitchen) and designated for the exclusive use of Unit 34, and (iii) the wood porch and stairway located at the front of the Building and designated for the exclusive use of Unit 34, all as shown on the Plan.
- 5.3 Unit 36 has a street address of 36 Summer Street, Bedford, Massachusetts. Unit 36 is located on the first floor and basement level of the Building and consists of five (5) rooms and one (1) bathroom located in the first floor and a basement level. Unit 36 contains approximately 1,510 square feet. The immediate Common Areas to which Unit 36 has access are (i) the common stairway located in the rear of the Building which leads to the basement level of the Unit, (ii) the wood deck and stairway located at the rear of the Building (adjacent to the kitchen) and designated for the exclusive use of Unit 36, and (iii) the wood porch and stairway located at the front of the Building and designated for the exclusive use of Unit 36, all as shown on the Plan.
- 5.4 The boundaries of each of the Units with respect to the walls, doors, windows, ceilings and floors thereof, are as follows:

- (a) Interior Walls: As to common walls within the Building, the plane of the interior surface of the wall studs or furring facing such Unit (interior walls located entirely within a Unit are included as part of such Unit).
- (b) Exterior Walls, Doors, and Windows: As to exterior walls, the plane of the interior surface of the sheathing facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames (each Unit owner shall be responsible for maintaining the exterior surfaces of the doors, windows and window frames located in his Unit). Notwithstanding the foregoing, painting of the exterior surfaces of the doors and window units shall be the responsibility of the Condominium Trustees (defined in Section 8.2 below).
- (c) Ceilings: The plane of the lower surface of the wood joists above the drywall or plaster board.
- (d) Floors: The plane of the exterior surface of the subflooring in the Unit.

6. DESCRIPTION OF COMMON AREAS.

The Common Areas consist of the entire Condominium, including all parts of the Building (other than the Units) and include, without limitation, the following:

- (a) The Property, together with the benefit of and subject to all rights, easements, restrictions, and agreements of record, insofar as the same may be in force and applicable.
- (b) The foundations of the Building and all portions thereof, all structural columns, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists (and all structural members appurtenant to such floor, ceiling and roof beams and joists), and exterior walls, any interior bearing walls, and all structural portions of the Building.
- (c) Installations of central services, such as power, light, gas, hot and cold water, drains, vents, and waste disposal, including all equipment attendant thereto (but not including equipment servicing a single Unit, such as the furnaces, water heaters, oil tanks, utility meters, and related piping, duct work and wiring, except as otherwise provided in subsection (d) hereof).
- (d) All conduits, pipes, chutes, ducts, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained.
- (e) The yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including sheds, walls, railings, fences, steps, lighting fixtures, plantings and planters, but not including the exclusive use areas shown on the Site Plan.

- (f) All equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.
- (g) The common enclosed stairway in the rear of the Building which leads to the basement level of the Building.
- (h) Such additional common areas and facilities as may be defined in Chapter 183A.

7. AREAS OF EXCLUSIVE USE.

Notwithstanding anything to the contrary set forth in Section 6 above, the owners of the Units shall have the right to the exclusive use of the Common Areas as set forth in this Section 7. Each Unit owner shall have, as an appurtenance to such Unit, an easement for the exclusive use of:

- (a) any portion of the Land which is designated for the exclusive use of that Unit, as shown on the Site Plan; and
- (b) any porches, stairways or decks to which such Unit has direct access (excepting the enclosed stairway leading to the basement level of the Building, which shall be common area), including any stairways appurtenant thereto, as shown on the Plan.

Unless otherwise agreed upon by all of the Condominium Trustees, each Unit owner shall be responsible for the maintenance of all Common Areas which are designated for the exclusive use of such Unit owner.

8. USE OF BUILDING AND UNITS.

8.1 The Units shall be used for single family residential purposes only. Each Unit shall have an unrestricted right of ingress and egress to such Unit, which right shall be perpetual and appurtenant to ownership of such Unit. The Building (other than the Units) and the other Common Areas may be used only for such ancillary uses as are required in connection with such purposes.

8.2 No other use may be made of any Unit or the Building without the prior written consent of all of the Trustees of the Condominium Trust (the "**Condominium Trustees**") and in no event shall any Unit or any portion of the Building be used for any purpose prohibited by law, regulation or ordinance of any federal, state, county or town authority or by any order or decree of any court, in either case, having jurisdiction thereover.

8.3 Notwithstanding the foregoing, until such time as the Declarant no longer owns a Unit, the Declarant reserves to itself and its successors and assigns, the following rights:

- (a) to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as the Declarant may deem acceptable without procuring the consent of any Unit owner or of the Condominium Trustees;
- (b) to transact any business within the Condominium to accomplish the foregoing, including, without limitation, the right to use any Unit owned by the Declarant as a model for display for the purpose of selling or leasing Units; and

- (c) to proceed, together with its contractors and other appropriate personnel, to perform or complete any construction, landscaping or the like in or to any of the Units or Common Areas, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed.

9. RESTRICTIONS ON USE.

- 9.1 No Unit or appurtenance thereto shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust or any by-laws set forth therein or adopted pursuant thereto.
- 9.2 Any Unit owner may, at any time and from time to time, modify, remove and install non-bearing walls (which are not part of the Common Areas) lying wholly within his or her Unit provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements (a) shall be done expeditiously, in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law), and pursuant to any and all applicable rules and regulations, and pursuant to plans and specifications which have been submitted to and approved by the Condominium Trustees, which approval shall not be unreasonably withheld or delayed, and (b) shall be at the sole cost and expense of the owner of the affected Unit. Such Unit owner shall comply with any notice provisions in the Condominium Trust concerning notification for insurance and shall indemnify and hold harmless all other Unit owners from and against all liability, loss, cost or damage resulting from such work.
- 9.3 In order to preserve the architectural integrity of the Building and the Units without modification, without the prior consent of all of the Condominium Trustees, (i) no awning, screen, storm window, 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 Unit or any part thereof, (ii) no addition to or change (whether color, type of materials or otherwise) or replacement of any exterior light, window (other than the clear glass portion thereof), door, hardware or other exterior portion of a Unit shall be made, and (iii) no painting, attaching of decalcomania or other decoration shall be done on and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window
- 9.4 No business activities of any nature shall be conducted in any Unit, except that persons residing in a Unit may maintain therein an office for their personal or professional use, provided, however, that, no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such Unit shall be advertised, held out or used as a place for service to clients, patients or customers.
- 9.5 No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit owners.
- 9.6 Cats, fish or birds may be kept in any Unit in such number or of such type as to not be noisome or offensive to occupants of the other Unit, and shall be suitably leashed or caged whenever they are on the Condominium premises outside the interior of any Unit. No other pets shall be kept in any Unit without the prior written unanimous consent of the

Trustees. Any Trustee shall have the right to require the Unit owner of any animal to clean up after the animal and repair any damage caused by it.

- 9.7 No noises, sounds or music of excessive volume or offensive character and no boisterous or otherwise offensive conduct shall be permitted on the Condominium premises.
- 9.8 The limitations on use and restrictions set forth in Sections 8 and 9 of this Master Deed shall be for the benefit of the Unit owners, shall be enforceable by any Condominium Trustee, and in so far as permitted by law shall be perpetual. Such limitations on use and restrictions may be extended by the Condominium Trustees at such time or times and in such manner as permitted or required for the continued enforceability thereof.

10. AMENDMENT OF MASTER DEED.

- 10.1 This Master Deed may be amended by a unanimous vote of all Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Trust. In lieu of a meeting, any amendment hereof may be approved in writing by all Unit owners. An amendment shall become effective, however, only when duly recorded with the Registry.
- 10.2 The date on which any such instrument amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Condominium Trustee, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded with the Registry within six (6) months after such date.
- 10.3 No instrument of amendment which alters the dimensions of any Unit or alters the rights of any Unit owner with respect to the exclusive use of Common Areas shall be of any force or effect unless the same has been signed by the owner of the Unit contemplated to be altered thereby, and is assented to by the holder of any mortgage thereon.
- 10.4 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled shall be of any force or effect unless the same has been signed by all of Unit owners, and the holders of all mortgages affected thereby have assented on the instrument of amendment, and said instrument is recorded with the Registry as an Amended Master Deed.
- 10.5 No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon shall be of any force or effect as against such mortgage unless the same has been assented to by such mortgage holder.
- 10.6 Any provision of any instrument of amendment which alters this Master Deed in any manner which (a) affects the rights of the Declarant (unless the Declarant assents thereto in writing), or (b) would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be of no force or effect.
- 10.7 Notwithstanding the foregoing provisions of this Section 10 or any other provision to the contrary set forth in this Master Deed, the Declarant reserves and shall have the right, at any time and from time to time until the Declarant no longer owns a Unit, to amend, alter, add to or change this Master Deed without the consent of any Condominium Trustee, Unit owner or Unit mortgage holder, by instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of (a) making

minor, clerical, or factual corrections to the provisions of this Master Deed, or (b) complying with the requirements of the Commonwealth of Massachusetts LIP Program, Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), or any other governmental agency or any other public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any of such agencies to make, purchase, sell, insure or guarantee mortgages covering Unit ownerships, or (c) bringing this Master Deed into compliance with Chapter 183A.

11. ORGANIZATION OF UNIT OWNERS.

The entity through which the owners of the Units will manage and regulate the Condominium established hereby is a trust formed pursuant to Chapter 183A which shall be known as the "34-36 Summer Street Condominium Trust" (the "**Condominium Trust**"). The mailing address of the Condominium Trust is 34-36 Summer Street, Bedford, Massachusetts 01730. The names of the initial Trustees of the Condominium Trust are Stephen R. Hanna and Mary Kurkjian. The Condominium Trust contains by-laws enacted pursuant to Chapter 183A.

12. DETERMINATION OF PERCENTAGES IN COMMON AREAS.

The Unit Owners are entitled to an undivided interest in the Common Areas in the percentages specified for each Unit on Schedule A. Such percentages 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 of the Units on this date. The Common Areas are subject to the provisions of the Condominium Trust and applicable by-laws and rules and regulations adopted by the Condominium Trustees from time to time. Any and all exclusive rights and easements of use appurtenant to a Unit shall be conveyed only with the Unit to which such rights and easements are appurtenant and shall not be severable from the Unit.

13. ENCROACHMENTS.

If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Areas, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

14. COMMON AREAS INSIDE UNITS.

There will be excluded from the conveyance of each of the Units so much of the Common Areas as is located within each Unit. 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 Areas located in any of the other Units and serving his or her 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 Areas serving such other Units and located in such Unit. The Condominium Trustees shall have, at reasonable times and after reasonable advance notice (except in the event of an emergency) an unlimited right of access to each Unit to

inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Areas contained therein or elsewhere in the Building.

15. UNITS SUBJECT TO MASTER DEED, UNIT DEED, CONDOMINIUM TRUST, AND RULES AND REGULATIONS.

All present and future owners, tenants, visitors, servants, and occupants of the Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit deeds and any riders thereto, the Condominium Trust, and any applicable by-laws or rules and regulations, as they may be amended from time to time. The recording of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit deed, the Condominium Trust, any by-laws or rules and regulations annexed to the Condominium Trust, and the Plan, as the foregoing may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit deed and any rider thereto, the Condominium Trust, or the applicable by-laws or rules and regulations by any such person shall be deemed a substantial violation of the duties of the Unit owner.

16. PROTECTION OF MORTGAGEES; FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FNMA") AND FEDERAL HOME LOAN MORTGAGE CORPORATION ("FHLMC").

Any other provisions of this Master Deed or the Condominium Trust to the contrary notwithstanding, and subject to the provisions of Chapter 183A, the following provisions shall govern and control:

- 16.1 To the extent permitted by applicable law and subject in any event to any voting requirement set forth in Chapter 183A that requires a higher percentage than that specified herein, first mortgage holders requesting the same in writing from the Trustees shall also be afforded the following rights:
- (a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the Floor Plans, unless other action is approved by the more restrictive of (a) mortgagees holding first mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to first mortgages, or (b) any other requirements set forth in this Master Deed, in the Condominium Trust, or in Chapter 183A;
 - (b) Any election to terminate the legal status of the Condominium after the destruction or taking in condemnation of ten percent (10%) or more of the Condominium property shall require the prior consent of (a) Unit owners to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of mortgagees holding first mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to first mortgages or (b) any higher percentage of Unit owners and mortgagees than that specified in clause (a) preceding and that is set forth in this Master Deed, in the Condominium Trust, or in Chapter 183A;

- (c) Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Condominium is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of (a) the holders of all first mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining units subject to first mortgages, or (b) any higher percentage than that specified in clause (a) preceding and that is set forth in this Master Deed, in the Condominium Trust, or in Chapter 183A;
- (d) Any election to terminate the legal status of the Condominium for reasons other than the destruction or taking in condemnation of ten percent (10%) or more of the Condominium property shall require the prior consent of (a) Unit owners to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of mortgagees holding first mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to first mortgages or (b) any higher percentage of Unit owners and mortgagees than that specified in clause (a) preceding and that is set forth in this Master Deed, in the Condominium Trust, or in Chapter 183A; and
- (e) When professional management has been previously required by any first mortgage holder, insurer or guarantor, whether such entity became such at that time or later, any decision to establish self management by the Trustees shall require the prior consent of (a) Unit owners to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of first mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to first mortgages, or (b) any higher percentage of Unit owners and mortgagees than that specified in clause (a) preceding and that is set forth in this Master Deed, in the Condominium Trust, or in Chapter 183A.

16.2 Except to the extent a greater percentage is required by Chapter 183A, the consent of Unit owners holding at least sixty-seven percent (67%) of the beneficial interest in the Trust and the approval of holders holding first mortgages on Units which have at least fifty-one percent (51%) of the total beneficial interest in the Trust held by Units subject to first mortgages shall be required to add or amend any material provisions of the Master Deed, the Condominium Trust or any other documents which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas (or Units if applicable);
- (d) Insurance or fidelity bond requirements;
- (e) Rights to use the Common Areas;
- (f) Responsibility for maintenance and repair of any portions of the Condominium;

- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
 - (h) Boundaries of any Unit;
 - (i) The interests in all Common Areas;
 - (j) Convertibility of Units into Common Areas or of Common Areas into Units;
 - (k) Restoration or repair of the Condominium after substantial destruction or condemnation;
 - (l) Leasing of Units;
 - (m) Imposition of any right of first refusal or similar restriction on the right of a unit estate owner to sell, transfer, or otherwise convey his or her unit estate (and in the case of this subsection (m) the consent of the affected Unit owner and all of his mortgagees shall also be required); and
 - (n) Any provisions which are for the express benefit of any holders, insurers or guarantors of first mortgages on Units.
- 16.3 Any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for more than six (6) months of such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.
- 16.4 Except as provided by statute, in case of condemnation or substantial loss to the Units or Common Areas of the Condominium, unless at least two-thirds of the first mortgagees (based on one vote for each mortgage owned) have given their prior written approval, neither the Unit owners nor the Trustees shall be entitled to:
- (a) By act or omission, seek to abandon or terminate the Condominium;
 - (b) 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;
 - (c) Partition or subdivide any Unit;
 - (d) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, by act or omission; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium shall not be deemed an action for which any prior approval of mortgagees shall be required under this subsection; and
 - (e) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such property of the Condominium.

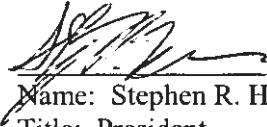
- 16.5 In no case shall any provision of this Master Deed or the Condominium Trust be construed to give a Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit or the common areas and facilities of the Condominium.
- 16.6 Upon written request to the Trustees identifying the name and address of the holder, insurer or guarantor and the Unit number, any first mortgage holder, insurer or guarantor of a Unit in the Condominium will be entitled to timely written notice of:
- (a) 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 held, insured or guaranteed by such mortgage holder, insurer or guarantor (as the case may be);
 - (b) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;
 - (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;
 - (d) Any proposed action which would require the consent of a specified percentage of first mortgage holders as specified above in Sections 16.1, 16.2 and 16.4 or otherwise; and
 - (e) All meetings of the Trust, and be permitted to designate a representative to attend all such meetings.
- 16.7 Any agreement for professional management of the Condominium, or any other contract providing for services of the Declarant, may not exceed three (3) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- 16.8 The right of any Unit owner to vote to, grant or withhold any consent or exercise any rights pursuant to the provisions of the Master Deed or Condominium Trust may be assigned to or restricted in favor of any mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of Chapter 183A and that the mortgagee has notified the Trustees of such assignment in writing.
- 16.9 The Declarant intends that the provisions of this Section 16 comply with the requirements of the FHLMC and FNMA with respect to condominium mortgage loans in force and effect from time to time and, except as provided in Section 17.4 hereof, all questions with respect thereto shall be resolved consistent with that intention.
- 17. MISCELLANEOUS.**
- 17.1 Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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.

- 17.2 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.
- 17.3 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 provision hereof.
- 17.4 Conflicts. The Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In the event any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

WITNESS the execution hereof, under seal, as of the 18th day of March, 2004.

BEDFORD HOUSING TRUST, INC.

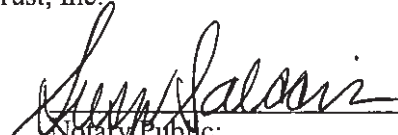
By: 
 Name: Stephen R. Hanna
 Title: President
 Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

March 18, 2004

Then personally appeared before me the above-named Stephen R. Hanna, President of Bedford Housing Trust, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Bedford Housing Trust, Inc.


 Notary Public:
 My commission expires: 1/22/06
 Susan Saladin



Schedule A

<u>Unit</u>	<u>Percentage Interest</u>
Unit 34	50%
Unit 36	50%

