

## HERITAGE PARK ESTATES CONDOMINIUM

## MASTER DEED

Heritage Park Development Corporation, a Massachusetts corporation with a principal place of business at 41 Central Street, Auburn, Massachusetts (hereinafter referred to as Grantor) being the sole owner of property in Northbridge, Worcester County, Massachusetts, on Linwood Avenue, and more particularly described in Exhibit A, attached hereto and incorporated herein, by duly executing and recording this Master Deed with the Worcester District Registry of Deeds, does hereby submit the premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (hereinafter Chapter 183A) and proposes to create and does create with respect to the premises a condominium to be governed by and subject to the provisions of Chapter 183A and to that end hereby declares and provides as follows:

The name of the condominium shall be Heritage Park Estates Condominium (hereinafter the "Condominium"). The Trust through which the Unit Owners will manage and regulate the Condominium has been established under the name of Heritage Park Estates Condominium Trust under a Declaration of Trust recorded herewith (the "Condominium Trust"). In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Areas and facilities to which they are entitled pursuant to this Master Deed.

It is the intention of the Grantor to develop said Condominium in phases by amendment of the Master Deed as hereinafter provided.

Phase I of said Condominium is located on the easterly side of Linwood Avenue, Northbridge, Worcester County, Massachusetts, being shown on a plan entitled "Heritage Park Estates, Phase I, Site Plan & Key Sheet in Northbridge, Mass., property of: Heritage Park Development Corporation", scale 1"=40', dated December 11, 1984, drawn by Guerriere & Halnon, Inc. Engineering and Land Surveying, Whitinsville, Mass., recorded with the Worcester District Registry of Deeds, Plan Book 529 Plan 91 .

The above described premises are subject to:

- a. Notice of variance by Town of Northbridge to Kevin B. Rafferty and Carol A. Rafferty, dated May 15, 1979, recorded with said Registry, Book 6762, Page 387.
- b. Building and use restrictions as set forth in deed dated May 16, 1974, recorded with said Registry, Book 5494, Page 208, relative to minimum cost of single family residences having frontage on Linwood Avenue.
- c. Sewer easement to Town of Northbridge as shown on plan recorded with said Registry, Plan Book 489, Plan 87.
- d. Notice of Special Permit by Town of Northbridge to Heritage Park Development Corporation dated May 25, 1984, recorded with said Registry, Book 8243, Page 334.
- e. Easement for underground electric distribution system granted to Massachusetts Electric Company, dated September 26, 1984, recorded with said Registry, Book 8394, Page 248.
- f. Order of Conditions imposed by Northbridge Conservation Commission dated July 12, 1984, recorded with said Registry, Book 8355, Page 1.
- g. Decision and Variance issued by the Town of Northbridge Zoning Board of Appeals, dated May 3, 1984, recorded with said Registry, Book 8243, Page 342.
- h. Easement granted to Whitinsville Water Company dated October 3, 1984, recorded with said Registry, Book 8418, Page 199, and as recited on a Plan of "Heritage Park Estates" Phase 1, recorded Plan Book 529, Plan 91 .

i. Reservation by the Grantor, its successors and assigns to grant easements across said land for the installation of utilities and municipal services, and the right to use the roadways for vehicular and pedestrian traffic.

Until the amendment of the Master Deed, as hereinafter provided to create Phases II - XV (2-15) of the Condominium, the Units of the Condominium shall be only those included with the building of Phase I as shown on the Site Plan referred to herein. Phase I of the Condominium consists of One (1) Building containing Thirteen (13) Units, said building and Units being designated and set forth in Exhibit B annexed hereto and made a part hereof. The building has garages, balconies, decks and/or patios as shown on the plan prepared by Guerriere & Halnon, Inc., Engineering and Land Surveying, dated December 11, 1984, recorded with the Worcester District Registry of Deeds, Plan Book 529, Plan 91, (the "Site Plan").

The designation of each Unit in Phase I, a statement of its location, approximate area, number of rooms and immediate Common Area to which it has access, and its proportionate interest in the Common Areas and facilities are set forth in Exhibit B annexed hereto and made a part hereof. The layout of each Unit in Phase I and location of the rooms therein are shown on plans recorded herewith and entitled "Heritage Park Estates, Phase I, Northbridge, Mass., property of: Heritage Park Development Corporation", scale 1/4"=1', dated December 11, 1984, drawn by Guerriere & Halnon, Inc. Engineering and Land Surveying, sheets 2-14, recorded with the Worcester District Registry of Deeds, Plan Book 529, Plan 91.

Included within each Unit are the windows, doors and inside portions of the window and door frame located beyond the boundaries of the Unit, as to which each Unit shall have the right and easement of encroachment over the Common Areas and facilities. There is appurtenant to each Unit the exclusive right and easement to use

(a) any balcony and patio area adjacent to such Unit to which there is direct access from the interior of such Unit;

(b) any interior stairways and porch adjacent to the entrances of the Unit; (c) the parking spaces <sup>/and garages</sup> which are designated in the first Unit Deed to such Unit or granted to such Unit by the Grantor or its successors or assigns by separate instrument.

The boundaries of the Units are as follows:

a. Floors: The upper surface of the subflooring or, in the case of the basement floor, the upper surface of the concrete floorslab;

b. Ceilings: The lower plane of the roof truss;

c. Interior Walls between Units: The plane of the interior surface of wall studs facing such Unit, or where applicable, the surface of the concrete walls;

d. Exterior Walls: The plane of the interior surface of the wall studs or if applicable, the interior surface of the concrete wall.

The building within Phase I is to be constructed with wood frame construction, masonry bearing walls, lolly column supports and poured concrete foundation.

The Common Areas and facilities of the Condominium shall include such areas and items listed as such in Section 1 of Chapter 183A in so far as applicable, and, without limiting the generality of the foregoing, the Common Areas and facilities shall include all areas and facilities of the Condominium as are not within a Unit of the Condominium and all utility lines and other facilities contained within the Common Areas and or within any Unit except those which exclusively serve individual Units and are located within the boundaries of such individual Units. All Units will be conveyed with their respective undivided interest in the Common Areas and facilities as set forth in said Exhibit B and will have the benefit of the right to use the Common Areas and facilities in common with others entitled thereto, except that each Unit shall be conveyed subject to an easement to

permit maintenance therein of such common facilities as are located therein. Respective undivided interests in the Common Areas and facilities shall not be conveyed or encumbered separate from their respective Unit.

If any portion of the Common Areas and facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alterations or repair of the Common Areas and facilities by or with the consent of the Trustees, or (c) as a result of repair or restoration of the building or Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building stands.

Until an amendment or amendments to the Master Deed creating Phases II-XV (2-15) of the Condominium, the Common Areas and facilities of the Condominium shall consist of the entire property constituting Phase I as shown on the Site Plan including all parts of the building and improvements thereon other than the Units. Until such amendment or amendments, the land and buildings constituting Phases II - XV (2-15) are specifically excluded from the Common Areas and facilities. If the Master Deed is not so amended to create subsequent Phases within seven (7) years of the date hereof, then the land with the buildings thereon in Phases II - XV (2-15) which has not been created by said amendment to this Master Deed shall be and is deemed to be removed from the provisions of said Chapter 183A, and the interest therein, if any, of the Unit Owners shall there upon terminate and shall revert in the Grantor or its successors and or assigns. Each Unit Owner by acceptance of the deed to his Unit, his successors, heirs and assigns, and any mortgagee or lien holders thereof shall by the acceptance of a deed or conveyance of said Unit, thereby irrevocably appoint the Grantor and its successors in title to the land shown as Phases II-XV (2-15)

on the Site Plan as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to remove said land within Phases II - XV (2-15) which has not previously been removed from the Provisions of said Chapter 183A in accordance with the requirements of Section 19 thereof, and to revest title thereto in the Grantor, and also further agrees for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to affect said purpose.

Nothing herein contained shall be deemed to obligate the Grantor, its successors and assigns to (1) commence construction of any improvements or once commenced to complete any improvements on any or all of Phases II-XV (2-15); or (2) include any improvements made or existing on any or all of Phases II-XV (2-15) in any particular sequence, except as the Grantor, its successors and assigns may elect. The designations of prospective Units, buildings and/or phases are for convenience only.

The Grantor, its successors and assigns, shall have the right, prior to creating each phase of the Condominium subsequent to Phase I, to change the number, type size, layout, location, style, materials and percentage interest in the common area and facilities of Units in each subsequent phase, provided that except as set forth in Exhibit B no such change shall alter the effective percentage interest in the common areas and facilities set forth in the Master Deed or any amendments thereto with respect to the Units in Phase I or with respect to Units in any phases which shall then have been included in the Condominium, such percentage

interest to be at all times in the approximate relation that the fair market value of each unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

Simultaneously with the recording hereof, there has been recorded aforesaid floor plans of the buildings in Phase I, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the buildings, and bearing the verified statement of registered architect certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. Floor plans with respect to Units in buildings in subsequent Phases of the Condominium will be recorded with future amendments to this Master Deed creating such Phases.

The intended use of the buildings and Units in the Condominium is for residential purposes for one family or no more than three persons unrelated by blood or marriage. No use may be made of any Unit except as a residence of the owner thereof or his permitted lessees and the members of his immediate family, provided that the Grantor may, until all of such Units have been sold by Grantor, use any Units owned by the Grantor, as models for display and similar purposes related to the sale of Units.

To the extent required to qualify the Units of the Condominium for Unit mortgages under the prevailing regulations of the Federal National Mortgage Association and the Federal Home Mortgage Corporation,

the provisions of the following lettered paragraphs shall apply notwithstanding any other provisions of this Master Deed. Unless at least Seventy Five (75%) percent of the first mortgagees of Units (based on one vote for each mortgage owned) or such greater number as is stated below as to any specific matter, have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

a. Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and or Common Areas and facilities of the Condominium, unless Seventy Five (75%) percent of the first mortgagees holding mortgages on the individual Units of the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Heritage Park Estates Condominium Trust by amendment to this Master Deed or otherwise, shall:

(i) By act or omission, seek to abandon or terminate the Condominium;

(ii) Change the pro rata interest or obligations of any individual Unit for the purposes of: (1) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Areas and facilities;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this sub-section;



(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of substantial loss to the Units and/or Common Areas and facilities.

b. Any first mortgagee who obtains title to a Unit by foreclosure pursuant to any other remedies provided in the mortgage or by law will not be liable for such Units unpaid Common Charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.

c. In no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of the distribution of such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and facilities of the Condominium.

d. The Condominium is not subject to any proposal or plans for additions thereto or expansion thereof except as may be set forth in this Master Deed.

e. In the event any right of first refusal in the case of a sale of lease of a Unit is incorporated into this Master Deed or the Heritage Park Estates Condominium Trust, such right of first refusal shall not impair the right of a first mortgagee to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(ii) Accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by the mortgagor; or

(iii) Sell or lease a Unit acquired by the first mortgagee pursuant to the proceedings set forth in the preceding subsections i and ii.

f. All leases or rental agreements for Units shall be in writing and specifically subject to the terms and provisions of this Master Deed and the Heritage Park Estates Condominium Trust. No Unit may be leased or rented for a period of less than ninety (90) days.

This Master Deed may be amended by an instrument in writing signed by one or more owners of Units entitled to at least Seventy Five (75%) percent of the undivided interest in the Common Areas and facilities, and signed and acknowledged by a majority of the Trustees of the Heritage Park Estates Condominium Trust, and duly recorded with the Worcester District Registry of Deeds, provided, however:

a. The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been recorded within six (6) months after such date;

b. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Units so altered;

c. No instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amended Master Deed; this provision, however, shall not affect the rights of the Grantor to create Phases II - XV (2-15) of the Condominium as provided for herein;

d. No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record

held by a bank, credit union or insurance company shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage;

e. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect;

f. No amendment which eliminates or impairs or otherwise adversely affects any rights special to the Grantor (that is not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Grantor or any successor to the Grantor's interest in the Condominium; and

g. Grantor or its successors of interest shall have the right to amend this Master Deed without the consent of any Unit Owner or mortgagee, as to Phases II - XV (2-15) so as to subject Phases II - XV (2-15) to the provisions of Chapter 183A. The Grantor or its successors in interest shall have the right prior to creating Phases II - XV (2-15) to change the number, size, layout, location and percentage interest in the Common Areas and facilities in Phases II - XV (2-15). In the event the Grantor does not submit proposed Phases II - XV (2-15) to the provisions of Chapter 183A within seven (7) years from the date of this Master Deed, the Grantor shall have the right to convey land reflected as Phases II - XV (2-15) as shown on the site plan, and to use such land free of the Master Deed subject only to easements of recorded for the benefit of Phase I. The Grantor further reserves the right for itself, its successors and assigns, to determine, in its sole discretion, to abandon its intention to create Phases II - XV (2-15) of the Condominium as set forth above and may, in its discretion record a statement to said effect with the Worcester District Registry of Deeds and upon the recording of said statement, the right hereinbefore reserved to create Phases II - XV (2-15) shall thereby terminate upon the date of said recording.

The property is submitted by the Grantor to the provisions of Chapter 183A subject to the reservation by the Grantor, its successors and assigns in interest of the right but not the obligation to construct additional Phases of the Condominium. Said construction of additional Phases and their inclusion in the Condominium may be performed on a Phase-by-Phase-basis.

The Grantor further reserves the following rights, without the consent of any Unit Owner or Unit mortgagees:

a. The right to grant exclusive rights and easements to use Common Areas to all or some additional Units in subsequent phases in the same manner and to the same extent as provided with respect to the existing Units.

b. The right of access to the premises and the right to use those portions of the premises reasonably necessary to construct additional buildings on the premises.

c. The right to connect to and extend all roads and all utility lines located on the premises for service to any additional buildings and Units to be constructed including but not limited to telephone, electric, water, sewer, television and internal communication lines.

d. The right and power to mortgage so much of the land upon which additional Phases are to be constructed as may be necessary for the construction of the building, Units and improvements which shall make up subsequent Phases.

No Unit shall be used or maintained in any manner contrary to or inconsistent with the terms and provisions of the Heritage Park Estates Condominium Trust, the By-Laws set forth therein, and

any and all rules and regulations adopted pursuant thereto.

The architectural and structural integrity of the buildings and Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no porch enclosure, awning, screen, antenna, sign, banner or other device, and no exterior or structural change, additional, projection 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, exterior hardware, exterior door or door frame 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 paragraph shall not restrict the right of the Unit Owners to decorate the interior of their Units as they may desire.

All restrictions in this Master Deed shall be for the benefit of the owners of all of the Units in the organization of Unit Owners and shall be enforceable by the Trustees of the Heritage Park Estates Condominium Trust and shall, in so far as permitted by law, be perpetual, and to that end may be extended at such time or times 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 occurred during his ownership thereof.

All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the organization of Unit Owners and the rules and regulations, as they may be adopted from time to time. Acceptance of a deed or a mortgage deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the organization

of Unit Owners and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner or mortgagee, and that all 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 state in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

The organization under which the Unit Owners will manage and regulate the Condominium established hereby is the Heritage Park Estates Condominium Trust under a Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes an organization in which the Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Areas and facilities to which they are entitled under this Master Deed. The percentage of interest of respective Units in the Common Areas and facilities set forth in Exhibit B 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 Units on this date.

The names and address of the original and present Trustees of the Heritage Park Estates Condominium Trust, so designated in the Declaration of Trust are as follows:

Edward K. Renaud, Jr. - 77 Kelley Road, Whitinsville,  
Massachusetts

Robert E. Maynard - 8 Institute Road, North Grafton,  
Massachusetts

David H. White - 40 Brigham Hill Road, North Grafton,  
Massachusetts

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

Master Deed, and in such event all of the other provisions of this Master Deed shall continue to in full force and effect as if such invalid provision had never been included herein. 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.

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.

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

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed, and any further amendments thereto.

In case any provisions stated within this Master Deed are in conflict with the provisions of said Chapter 183A, the provisions of said statute shall control.

EXECUTED AS A SEALED INSTRUMENT THIS 18<sup>th</sup> day of January, 1985.

HERITAGE PARK DEVELOPMENT CORPORATION

By: David H. White  
David H. White, President

Edward K. Renaud, Jr.  
Edward K. Renaud, Jr., Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS:

January 18, 1985

Then personally appeared the above named, David H. White and Edward K. Renaud, Jr., and acknowledge the foregoing instrument to be the free act and deed of Heritage Park Development Corporation, before me.



David H. Davidson, Notary Public  
My commission expires: 12/16/88



## EXHIBIT A

Northbridge, Worcester County, Massachusetts, on the easterly side of Linwood Avenue, being shown on a plan entitled "Heritage Park Estates, Phase I, Site Plan & Key Sheet in Northbridge, Mass., property of: Heritage Park Development Corporation", scale 1"=40', dated December 11, 1984, drawn by Guerriere & Halnon, Inc. Engineering and Land Surveying, Whitinsville, Mass., recorded with the Worcester Registry of Deeds, Plan Book 529 , Plan 91 , and bounded and described as follows:

BEGINNING at a point on the easterly side of Linwood Avenue at the northwesterly corner of the herein described premises and at land now or formerly of Daniel J. Puccio;

THENCE north 66° 17' 28" east by said Puccio land 97.32 feet to a point;

THENCE south 75° 12' 22" east by other land now or formerly of Heritage Park Development Corporation 217.17 feet to a point;

THENCE south 54° 30' 01" east by said Heritage Park Development Corporation land 353.50 feet to a point;

THENCE south 88° 17' 52" east by said Heritage Park Development Corporation land 314.37 feet to a point;

THENCE north 87° 21' 38" east by said Heritage Park Development Corporation land 312.55 feet to a point;

THENCE north 88° 46' 28" east by said Heritage Park Development Corporation land 178.21 feet to a point;

THENCE north 62° 45' 45" east by said Heritage Park Development Corporation land 26.48 feet to a point at land now or formerly of Ronald and Deborah A. Plante;

THENCE south 06° 33' 41" east by said Plante land 20.01 feet to a point at other land now or formerly of Heritage Park Development Corporation;

THENCE south 62° 45' 45" west by said Heritage Park Development Corporation land 26.66 feet to a point;

THENCE south 88° 46' 28" west by said Heritage Park Development Corporation land 179.66 feet to a point;

THENCE south 87° 21' 38" west by said Heritage Park Development Corporation land 313.08 feet to a point;

THENCE north 88° 17' 52" west by said Heritage Park Development Corporation land 318.00 feet to a point;

THENCE north 54° 30' 01" west by said Heritage Park Development Corporation land 117.51 feet to a point;

THENCE south 48° 04' 37" west by said Heritage Park Development Corporation land 298.27 feet to a point;

THENCE south  $76^{\circ} 13' 59''$  west by said Heritage Park Development Corporation land 156.84 feet to a point on the easterly side of Linwood Avenue;

THENCE north  $15^{\circ} 28' 22''$  west by said Linwood Avenue 30.00 feet to a point at other land now or formerly of Heritage Park Development Corporation;

THENCE north  $76^{\circ} 13' 59''$  east by said Heritage Park Development Corporation land 130.00 feet to a point;

THENCE north  $15^{\circ} 28' 22''$  west by said Heritage Park Development Corporation land 76.96 feet to a point;

THENCE south  $76^{\circ} 13' 59''$  west by said Heritage Park Development Corporation land 130.00 feet to a point on the easterly side of Linwood Avenue;

THENCE north  $15^{\circ} 28' 22''$  west by said Linwood Avenue 318.33 feet to the point of beginning.

CONTAINING 3.23 acres of land according to said plan.

EXHIBIT B

Phase I				<u>Percentage of Interest of Units in the Common Areas and Facilities</u>
<u>Building Number</u>	<u>Unit Number</u>	<u>Unit Type</u>	<u>Area in square feet</u>	
1	1	B	2,125.4	7.10
1	2	C	2,265.6	7.78
1	3	C	2,278	7.78
1	4	A	2,297	7.96
1	5	C	2,273.7	7.78
1	6	A	2,306.4	7.96
1	7	A	2,310.3	7.96
1	8	A	2,308.1	7.96
1	9	A	2,315	7.96
1	10	B	2,078.2	7.10
1	11	C	2,258	7.78
1	12	C	2,259.8	7.78
1	13	B	2,040	7.10

The Grantor has reserved the right to add Phases II through XV inclusive, in any order deemed appropriate by the Grantor. The percentage interest of a unit may be determined by using the following formula which shows the approximate relation that the fair value of the unit on the date of the Master Deed bears to the aggregate fair value of all the units created. As subsequent Phases are added, the percentage interest of units shall change. The following formula allows for the determination of such percentage interest regardless of the number of phases created or the order

of their creation:

1. Unit type A is assigned a value figure of 1.00.
2. Unit type B is assigned a value figure of .8919.
3. Unit type C is assigned a value figure of .9783.
4. Unit type D is assigned a value figure of .8108.

The percentage of interest of any unit at the time of its creation and at the creation of any and all subsequent phases may be determined and shall be expressed as a fraction, the numerator of which is the above-referred value figure for said unit and the denomination of which is the aggregate of the value figure of all units then in existence.

Number of rooms:

Type A (Arcadia) - 2 stories, 2 1/2 baths, 2 bedrooms, living room, dining room, kitchen laundry

Type B (Holbrook) - 1 story, 1 bath, 2 bedrooms, living room, dining area, kitchen, laundry

Type C (Fillmore) - 2 stories, 1 1/2 baths, 2 bedrooms, living room, dining area, kitchen, laundry

Type D (Midrise) - 1 story, 1 1/2 baths, 2 bedrooms, living room, dining area, kitchen, laundry

Recorded JAN 18 1985 at *4h57m* M