

MASTER DEED
OF
CLEARVIEW HEIGHTS CONDOMINIUM

This MASTER DEED of CLEARVIEW HEIGHTS CONDOMINIUM made this 30th day of January, 1989.

WITNESSETH that A.R.M. DEVELOPMENT CORPORATION, a Massachusetts corporation with a place of business in Chicopee, Massachusetts (hereinafter referred to as "Declarant"), being the sole owner of certain premises in Chicopee, Hampden County, Massachusetts, more fully described in Section 2 hereof, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM. The name of the Condominium shall be Clearview Heights Condominium (hereinafter referred to as "Clearview Heights" or the "Condominium").
2. DESCRIPTION OF LAND. The land which is hereby submitted to the Condominium regime is shown as land of A.R.M. Development Corp. 10.410 Acres on a plan entitled "Clearview Heights Condominiums Phase I Chicopee, Massachusetts, Surveyed for A.R.M. Development, Corp." drawn by Almer Huntley, Jr. & Associates, Inc. dated January 27, 1989 and recorded simultaneously with this Master Deed in Book of Plans 263, Page 101. (hereinafter the "Site Plan"). The land is more fully bounded and described in Exhibit A to this Master Deed.
3. LEGAL ORGANIZATION AND DEFINITIONS. All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

The Clearview Heights Condominium Association (hereinafter referred to as the "Association") shall be the organization of Unit Owners governed according to the terms of the Clearview Heights Condominium Trust, which Association will manage and regulate the Condominium pursuant to the By-Laws of the Association (included in the Clearview Heights Condominium Trust), this instrument, and Chapter 183A of the General Laws of Massachusetts. The mailing address of the Association is 24 Lambert Terrace, Chicopee, Massachusetts 01021.

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The Trustees of the Association shall consist of at least three and not more than five persons (hereinafter "Trustees"). The following three Trustees are hereby appointed by the Declarant, all of whom shall serve until the first annual meeting of Unit Owners at which time Trustees shall be elected by the membership of the Association:

Robert A. Martin
1740 Parker Street
Springfield, Massachusetts 01109

Angelo J. Scuderi
544 North Westfield Street
Agawam, Massachusetts 01001

Michael R. DuPont
254 Nottingham Street
Springfield, Massachusetts 01104

The Officers of the Association shall consist of a President, Vice President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by and serve at the pleasure of the Trustees. The President and the Vice President shall be members of the Association.

The By-Laws of the Association (hereinafter the "By-Laws"), shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Trustees. The By-Laws are recorded immediately after this Master Deed and are incorporated herein by reference. The By-Laws shall also include such amendments thereto as may from time to time be enacted in accordance with the terms thereof.

The Rules and Regulations shall refer to those rules and regulations as may be hereafter adopted by the Board of Trustees of the Association for the use of the Common Elements of Clearview Heights Condominium, which shall not be in conflict with existing law, the Master Deed or the By-Laws.

4. DESCRIPTION OF BUILDINGS. The Condominium will be developed in four (4) phases containing a total of eighty-six (86) units in eleven (11) buildings. Ten (10) of the buildings will be new construction containing a total of eighty-one (81) units and one (1) building shown on the Site Plan as the "Brick Building (Existing)(Future Phase IV)" will be a renovation. The renovated building will contain five (5) one bedroom units and a common area "Community Room" the use of which shall be governed by the Board of Trustees. The two (2) Buildings which comprise Phase I of the Condominium contain eight units each and are shown on the Site Plan as Building #7 and Building #1. The units in

Building #7 are townhouse style and the units in Building #1 are garden style. The Phase I units are more fully described in the floor plans drawn by Aldo Altobelli Architect and recorded herewith in Plan Book 263, Pages 102 through 103. The Buildings in Phase I and upon amendment of the Master Deed as hereinafter provided, Phases II, III and IV are hereinafter referred to as the "Buildings"). All Buildings except for the brick building in Phase IV are or will be two story wood frame structures with concrete basements, brick, clapboard or vinyl facades and asphalt shingle roofs. The brick building will remain a brick structure with wood or metal frame partitions, concrete basement and asphalt shingle or tar roof.

5. DESCRIPTION OF UNITS. A description of each Unit, its approximate living area and the number and types of rooms and other descriptive information are set forth in Exhibit "B" attached hereto and made a part hereof.

6. INTEREST OF UNIT OWNER. The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities ("Common Elements") of the Condominium in the percentages set forth in Exhibit B attached hereto. The percentage interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units.

7. BOUNDARIES OF UNITS.

(a) The boundaries of the Units are as follows:

Floors: The upper surface of the joist on which the floor rests or concrete floor rests or concrete floor as the case may be.

Walls and Ceilings: As to walls and ceilings the plane of the interior surface of the joists or studs or concrete walls in basements.

Windows and Exterior Doors: As to doors, the interior surface thereof and as to windows, the exterior plane of the glass and the interior surface of window sashes and frames.

(b) Each Unit includes the ownership of all utility lines, heating and cooling duct work, plumbing, electrical, bathroom, kitchen and other apparatus and equipment, which exclusively serve and are located within each such Unit above the floor and outside of the walls thereof.

(c) Each Unit shall be subject to and have the benefit of this Master Deed, the By-Laws and any Rules and Regulations promulgated pursuant thereto and provisions of Chapter 183A.

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8. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS. Each Unit Owner shall have an easement in common with the owners of all the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units 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, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees shall have a right of access to any such Unit to inspect the same, to remove violations of this provision therefrom and to maintain, repair, or replace the Common Elements contained therein or elsewhere in the Buildings.

9. MODIFICATION OF UNITS. No owner of any Unit may at any time make any change or modifications to the exterior of said Unit or any interior changes that would affect, or in any way modify, the structural or supportive characteristics of the building or its services; however, such owner may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association and any Rules and Regulations promulgated thereunder. Any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the City of Chicopee, when required, and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Association. Such approval shall not be unreasonably withheld or delayed.

10. RESTRICTIONS OF USE OF UNITS. The following use restrictions apply to the Units:

(a) The Units are hereby restricted to residential use by the Unit Owner(s) thereof except as permitted by the Board of Trustees under the By-Laws. Residential Units shall be permanently occupied as a single family residence and shall be used for no other purpose.

Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, its successors or assigns, have the right, until all Units in every phase of the Condominium have been sold by it, to use any Unit or Common Element owned by it for models and for sales, construction, storage and administration. The Declarant, its successors and assigns shall have the further right to let or lease any Units, which have not been sold by it, including any such Unit later acquired by it, upon such terms and for such periods as Declarant in its sole discretion shall determine.

(b) No industry, business, trade, commercial or professional

activities shall be conducted, maintained or permitted on any part of the Common Area immediately adjacent to the Units nor in any Unit, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted nor shall any Unit be used or rented for transient, hotel or motel purposes. Notwithstanding the foregoing, the Declarant, the Trustees, or their agents, may place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.

(c) The Trustees, or their designated agent, may retain a pass key to the Units for use in emergency situations only. No owner shall alter any lock or install a new lock on any door of the premises without the written consent of such Trustee. In case such consent is given, the owner shall provide the Trustees, or their agent, with an additional key pursuant to its right of access to the demised premises.

(d) Nothing shall be done in any Residential Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

(e) Owners shall not paint, stain, or otherwise change the color of any exterior portion of any Building.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants. No owner or occupant shall make or permit any disturbing noises in the Buildings by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners or occupants. No owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio, or other electronic device on the premises causing disturbance to other owners or occupants.

(g) Owners and occupants shall comply with and conform to all applicable laws and regulations of the United States and of the Commonwealth of Massachusetts, and all ordinances, rules and regulations of the City of Chicopee and shall save the Association or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(h) Only one dog not weighing in excess of twenty (20)

pounds may be kept in any of the units (This provision shall not apply to any dog used to assist a visually or sensory impaired individual). One (1) cat or, with the written permission of the Trustees, two (2) cats may be kept in any of the Units. The Trustees shall permit two cats in any one unit only if they determine that a second cat is not an annoyance or nuisance to other Owners or occupants. Other animals commonly kept as house pets such as fish and caged birds may be kept in the Unit provided that any waste created by any such pet shall be removed from the Common Elements and disposed of by the Unit Owner. The Board shall have the right to regulate the presence of pets in the Condominium in Rules and Regulations adopted by it pursuant to the By-Laws.

(i) Owners shall be held responsible for the actions of their children, tenants and their guests.

(j) No part of the Common Elements, including but not limited to the parking spaces and driveways, shall be used for parking or storing of commercial vehicles, boats, campers, trailers or items or goods. For purposes of this subsection, "commercial vehicle" shall mean any bus, school bus, semi-trailer Unit, truck-trailer combination, tractor or truck having a registered gross weight in excess of six thousand (6,000) pounds.

(k) No part of the Common Elements shall be used for repairing or maintaining any vehicle. Provided further, that any private passenger automobile of any type that is inoperable, and/or unregistered, is prohibited from the Condominium.

(l) The porches, decks, patios and appurtenances thereto are subject to such limitations and conditions as are or may be imposed by the Trustees of the Association. Provided however, that other than chairs, benches and tables of such number, nature and such type as are actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, clothes lines, hanging clothing, blankets or other like items are to be affixed, placed or stored on said porches or terraces except with the approval of the Trustees of the Association.

(m) The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Trustees.

(n) The Association also reserves the right and easement to enter onto the premises, from time to time at reasonable hours, for the purposes of reconstructing and repairing adjoining Units, Common Elements and to perform any obligations of the

Association, respectively, required or permitted to be performed under this Master Deed, and/or the By-Laws of the Association.

(o) The maintenance, repair and improvement of the exterior portions of the Residential Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Clearview Heights Condominium as any other common expense.

(p) The Association shall be solely responsible for any and all costs and expenses associated with the repair, maintenance and replacement of the Stormwater Drainage System or any portion thereof located on the land. Such maintenance shall include, but not be limited to, the proper and timely cleaning of all catch basins and manholes above the leaching system and the periodic removal and replacement of the filter fabric and peastone from the leaching pits when necessary. The cost of all maintenance, repair and replacement of the Stormwater Drainage System or any portion thereof shall be a common expense of the Condominium and shall be assessed to each Unit Owner as any other common expense.

(q) These restrictions shall be for the benefit of the owners of all of the Units and the Trustees of the Condominium Association and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No owner of a Unit shall be liable for any breach of the provisions of this Section 10 except such as may occur during his or her ownership thereof.

11. UNIT APPURTENANCES.

Appurtenant to each Unit are the following:

An easement for the exclusive use of the porches, patios and decks to which the sole access is from the Unit.

The right to use, in common with the owners of other Units served thereby, all utility lines and other Common Facilities located in any of the other Units or in the Common Area described in Section 8 hereof, and serving that Unit.

Nothing herein shall be construed to limit the right of any owner of a Unit to use other nonexclusive Common Elements in accordance with their intended purposes.

The right to use parking areas located in the Common Area, subject to the Rules and Regulations of the Board of Trustees of the Association.

Membership in the Association which shall be in the same

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percentage as the Unit Owner's common interest, which membership is not assignable nor severable from ownership of such Unit.

12. COMMON AREAS AND FACILITIES. The Common Areas and Facilities of the Clearview Heights Condominium (the "Common Elements") comprise and consist of:

(a) The land described in Section 2 hereof together with the benefit of and subject to the rights and easements referred to in Section 2 hereof and Common Elements shown on the Site Plan;

(b) The foundations, columns, girders, beams, supports, party walls, common walls, main walls, roofs, and other supporting and enclosing members of the Buildings containing the Units comprising the Condominium;

(c) Installations of central services such as power, light, telephone, gas, water and sprinkler systems;

(d) 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 individual Units;

(e) All sewer, drainage, water and other pipes and plumbing apparatus and conduits, subject to easements therein and therefore;

(f) The patios, porches, decks, yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants;

(g) The cable television systems and other facilities thereof;

(h) The parking spaces thereof;

(i) The Stormwater Drainage System located on the land including all catch basins, manholes and leaching pits.

(j) All other parts of the premises not defined as part of the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) on the premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium or of all buildings and facilities therein; and

(k) All other items listed as such in said Chapter 183A and located on the land described in section 2 hereof.

13. ENCROACHMENTS. If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the Common

Elements, or if any portion of the Common Elements, now or hereafter, encroaches upon any Unit as a result of the alteration or repair of such building or Unit, the settling of a building, or a Unit therein, as a result of repair or restoration of a building or any Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall exist so long as the buildings stand provided such easement does not unreasonably interfere with the intended use of the Unit for residential purposes or materially reduce the size or alter the features of the Unit as set forth in Exhibit B.

14. AMENDMENT OF MASTER DEED.

(a) This Master Deed may be amended, subject to the restrictions of Chapter 183A of the General Laws of Massachusetts, and except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent or more of the Unit Owners in the aggregate interest of the undivided ownership of Common Elements of the Condominium and the written consent of the holders of a majority of the first mortgages on mortgaged Units.

(b) Notwithstanding the foregoing, if the amendment involves a change in percentage interest of Unit Owners in the Common Elements, such vote change shall require approval by one hundred percent (100%) in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units.

(c) Notwithstanding the foregoing, amendments which are not of a material nature, such as the correction of a technical error or the clarification of a statement, shall be deemed approved by the holder of a first mortgage if said mortgage holder fails to submit a response to a written proposal for the amendment within thirty (30) days after the proposal is made.

(d) Notwithstanding the foregoing, Declarant or its assigns or its successors in title reserve the right and power to amend this Master Deed to comply with requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(e) Notwithstanding the foregoing, Declarant, or its assigns or its successors in title to all or any portion of the Condominium may, at any time, without the consent of any Unit Owner, or any mortgagee, unilaterally amend this Master Deed so as to submit to the provisions of Chapter 183A of the Massachusetts General Laws additional Units not to exceed seventy (70) in number along with additional Common Elements (collectively the "Additions") which are hereafter constructed on the Land shown on the Site Plan referred to in Section 2 hereof

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Any Addition may be added in any sequence and at any location in Declarant's sole discretion and nothing contained herein shall constitute a warranty or representation obligating the Declarant to so construct or dedicate any additional Buildings, Units or Common Elements. Any such amendment shall contain with respect to any such Building, Unit or Common Element, all of the particulars required by said Chapter 183A.

With respect to the Additions to the Condominium referred to in the foregoing provisions, the following shall apply:

- (1) The Declarant or its successors in interest shall have the right, prior to creating any Addition, to establish or change the number, size, layout, location and percentage interest in the Common Elements of Units in the Condominium provided that no such change shall increase the relative percentage interest in Common Elements set forth in this Master Deed or any amendment thereto with respect to any Unit which has previously been submitted to the provisions of Chapter 183A of the General Laws of Massachusetts.
- (2) The Declarant reserves and shall have the right, without the consent of any Unit Owner, pursuant to and in accordance with the provisions of this section to develop and construct the Additions and all roads, ways, utilities and other improvements and amenities pertaining thereto and to grant easements across, under, over and through the Land or any portion thereof which Declarant deems necessary or convenient in connection with the development, construction or use of the Additions.
- (3) Nothing herein shall be deemed to obligate the Declarant to commence or complete construction of the Additions.
- (4) The Declarant expressly reserves and shall have the right to make such use of the common areas and facilities of the Condominium as may reasonably be necessary or convenient to enable the Declarant and its contractors to complete construction of the Additions.
- (5) In the event that the Declarant, its successors and assigns shall not include any or shall include some but not all of the Additions by a date seven (7) years from the date of recording of this Master Deed, then the right reserved in the Section shall terminate and be of no effect with respect to any Addition not so included.
- (6) Any right or power reserved to Declarant in this Section 14 or elsewhere in this Master Deed may be conveyed and assigned absolutely or as security, as an appurtenant right and power or to be held in gross; however, any right or power may only be conveyed or assigned specifically and a

conveyance of a Unit of the Condominium shall not operate as a transfer of any such right of power.

(f) No amendment shall be effective until recorded with the Hampden County Registry of Deeds. Said amendment shall be signed and acknowledged by either (a) a majority of Board of Trustees or (b) the President or Vice President and the Treasurer or Assistant Treasurer of the Clearview Heights Condominium Association and shall include a certification by the Clerk of the Association that the voting percentages required by this section have been met.

All Unit Owners, Unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to any and all amendments by Declarant in this Section 14 and grant to Declarant and its successors and assigns an irrevocable power of attorney, coupled with an interest, to execute, seal, deliver and file on their behalf any and all such amendments.

15. REMOVAL. The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in Section 19 of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interest therein in the percentage of undivided interest previously owned by each owner in the Common Elements.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

The Unit Owners may not remove the property from the provisions of Chapter 183A, as amended, and this Master Deed until twenty (20) years after the date of recording of this Master Deed.

Notwithstanding the foregoing, the Declarant, or its successors or assigns in title to all or any portion of the Condominium may, at any time, without the consent of any Unit Owner or Mortgagee, unilaterally remove that portion of the Land shown on the Site Plan as the Road Parcel from the provisions of M.G.L. Chapter 183A provided said removal is for the purpose of conveying the parcel to the City of Chicopee in furtherance of having the City accept the roadway constructed thereon as a public way. A removal for any other purpose shall be deemed void in initio and shall unless simultaneously accepted by the City of

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Chicopee as a public way reserve to the Owners of the Condominium the right to pass and repass across the roadway (the "Roadway") located on the Road Parcel for any and all purposes for which roadways in a multifamily development are commonly used and the right to make any and all repairs, maintenance or replacement to the Roadway or any portion thereof as deemed necessary or convenient by the Board of Trustees and the right to use, maintain, repair or replace any utility, including without limitation any electric, cable television, water, sewer or stormwater drainage line, or any portion thereof located on, over or under the Road Parcel for any and all purposes for which such utilities are commonly used in a multifamily development, both rights to be in common with others entitled thereto.

Nothing contained herein shall constitute a warranty or representation obligating the Declarant to remove the Road Parcel from the provisions of M.G.L. Chapter 183A or to have the roadway constructed thereon dedicated to or accepted by the City of Chicopee as a public way.

All Unit Owners, Unit mortgagees and their heirs, administrators, successors, assigns and legal representatives, by their acceptance of a Unit Deed or mortgage subject to the provisions hereof, do hereby assent to the above mentioned removal of the Road Parcel by Declarant or its successors or assigns and grant to Declarant and its successors and assigns an irrevocable power of attorney, coupled with an interest, to execute, seal, deliver and file on their behalf any and all instruments required to effectuate said removal from the provisions of M.G.L. Chapter 183A and this Master Deed.

16. MISCELLANEOUS. 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.

Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

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

Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the 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 though such invalid provision had never been included herein.

Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws, Chapter 183A and in the event of a conflict between the provisions contained herein and the provisions of said statute, the provisions of said statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall benefit and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors, and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. In the event an action is instituted against a Unit Owner to enforce any provision of this Master Deed or the By-Laws and a court enters a judgment against the Unit Owner or an order enforcing said provision, then in addition to the judgment or order, the Unit Owner shall be liable to the Association for the Association's legal expenses and costs incurred in the action.

IN WITNESS WHEREOF, the A.R.M. Development Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Michael R. Dupont, its President and Robert A. Martin, its Treasurer this 30th day of January, 1989.

A.R.M. DEVELOPMENT CORPORATION

By: Michael R. Dupont
Michael R. Dupont, President

By: Robert A. Martin
Robert A. Martin, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

January 30, 1989

Then personally appeared the above-named Michael R. Dupont, President, and Robert A. Martin, Treasurer, and acknowledged the

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foregoing instrument to be the free act and deed of A.R.M.
DEVELOPMENT CORPORATION.

before me,


JAMES M. DONOVAN Notary Public

My Commission Expires: 04/08/93

CLEARVIEW HEIGHTS CONDOMINIUM MASTER DEED

EXHIBIT A

A certain parcel of land located on the southerly side of Worthington Street and the northerly side of Columba Street, City of Chicopee, County of Hampden, Massachusetts being shown on the Site Plan as the Road Parcel (10,015 square feet, more or less) and 10.410 Acres, more or less, being more particularly bounded and described as follows:

Beginning at a point on the southerly side of Worthington Street at the most northeasterly corner of the premises described herein and at the northwesterly corner of land of Robert F. Filipiak and Judith A. Filipiak as shown on said plan thence,

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|---------------------|---|
| South 08-01-36 West | One Hundred and 30/100 (100.30) feet to an iron pipe, thence |
| South 08-00-58 West | Five Hundred Four and 58/100 (504.58) feet to an iron pipe on the northerly side of Columba Street as shown on said plan, thence |
| South 69-13-58 West | One Hundred Fifty-five and 84/100 (155.84) feet along the northerly side of said Columba Street to an iron pipe, thence |
| South 83-01-58 West | One Hundred Fifty-two and 62/100 (152.62) feet to an iron pipe as shown on said plan, thence |
| North 72-55-02 West | One Hundred Seventy and 12/100 (170.12) feet along the northerly side of said Columba Street to a bound as shown on said plan, thence |
| North 85-07-02 West | Two Hundred Seventy-nine and 44/100 (279.44) feet along the northerly side of said Columba Street to an iron pipe as shown on said plan, thence |
| North 69-35-02 West | Forty-seven and 97/100 (47.97) feet to an iron pipe at land of Commonwealth of Massachusetts as shown on said plan, thence |
| North 07-49-07 East | Four Hundred Eighty-nine and 68/100 (489.68) feet along land of the Commonwealth of Massachusetts as shown on said plan, thence |

EXHIBIT A - page two

- North 26-14-58 East One Hundred Thirteen and 23/100 (113.23) feet to an iron pipe at land of R. Ducharme, Inc. as shown on said plan, thence
- South 89-59-02 East Six Hundred Ninety-four and 14/100 (694.14) feet to an iron pipe as shown on said plan, thence
- North 08-01-36 East One Hundred and 31/100 (100.31) feet to an iron pipe on the southerly side of Worthington Street as shown on said plan, thence
- South 81-58-24 East Fifty and 00/100 (50.00) feet along the southerly side of Worthington Street as shown on said plan to the point of beginning.

For Declarant's title see deed of Aldenville Post #337, Inc. dated November 2, 1987 and recorded with the Hampden County Registry of Deeds, Book 6674, Page 262 and deed of Aldenville Post #337, Inc. dated January 30, 1989 and recorded immediately prior hereto.

CLEARVIEW HEIGHTS CONDOMINIUM MASTER DEED

EXHIBIT B

| <u>UNIT TYPE</u> | <u>FEATURES</u> |
|-----------------------------|--|
| Tudor Townhouse (TT) | Approximately 1280 square feet of living space, tudor exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement, bay-window in living room. |
| Colonial Townhouse (CT) | Approximately 1280 square feet of living space, colonial exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Traditional Townhouse (TRT) | Approximately 1280 square feet of living space, traditional white clapboard exterior with black shutters, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| First Floor Garden (FFG) | Approximately 1280 square feet of first floor, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to concrete patio accessed from dining room, full basement. |
| Second Floor Garden (SFG) | Approximately 1280 square feet of second floor living space, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Renovation (R) | Approximately 992 square feet of living space in Brick Building, 1 bedroom, 1 bath, living room, dining room and kitchen. |

EXHIBIT B - page two

| <u>BUILDING NUMBER</u> | <u>UNIT NUMBER</u> | <u>UNIT TYPE</u> | <u>UNIT'S COMMON AREA PERCENTAGE*</u> |
|----------------------------|------------------------|----------------------|---|
| 1 | 1 | FFG | 6.250 |
| 1 | 2 | SFG | 6.250 |
| 1 | 3 | FFG | 6.250 |
| 1 | 4 | SFG | 6.250 |
| 1 | 5 | FFG | 6.260 |
| 1 | 6 | SFG | 6.250 |
| 1 | 7 | FFG | 6.250 |
| 1 | 8 | SFG | 6.250 |
| 7 | 51 | TT | 6.250 |
| 7 | 52 | TT | 6.250 |
| 7 | 53 | TT | 6.250 |
| 7 | 54 | TT | 6.250 |
| 7 | 55 | TT | 6.250 |
| 7 | 56 | TT | 6.260 |
| 7 | 57 | TT | 6.250 |
| 7 | 58 | TT | 6.250 |

This percentage has been initially determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all the Units in Phase I only. Upon amendment to the Master Deed to submit additional Phases to the Condominium, this percentage shall be changed to reflect the then fair value of the Unit in relation to the aggregate fair value of all the Units of the Condominium as amended.

RECEIVED

JAN 31 1989

AT 9:15 AM AND
REG'D FROM THE ORIGINAL

FIRST
AMENDMENT TO
MASTER DEED
OF
CLEARVIEW HEIGHTS CONDOMINIUM

Reference is hereby made to the Master Deed of Clearview Heights Condominium dated January 30, 1989, recorded with the Hampden County Registry of Deeds in Book 7085, Page 504, (the "Master Deed") establishing the Clearview Heights Condominium situated on Lambert Terrace, Chicopee, Hampden County, Massachusetts.

The undersigned, A.R.M. DEVELOPMENT CORPORATION, a Massachusetts corporation with a principal place of business in Chicopee, Hampden County, Massachusetts, (hereinafter the "Declarant"), being the sole owner at the time of the recording of the Master Deed and the sole owner of all development rights of the land in Chicopee, Hampden County, Massachusetts described in Exhibit A attached to the Master Deed and made a part thereof, in accordance with Paragraph 14(e) of the Master Deed, and pursuant to the applicable provisions set forth therein, hereby amends the Master Deed to add Phase II to the Clearview Heights Condominium as follows:

1. EXHIBIT A

Exhibit A attached to the Master Deed is hereby ratified and confirmed.

2. EXHIBIT B

Exhibit B attached to the Master Deed is hereby amended by deleting said Exhibit B and replacing it with Exhibit B attached hereto and made a part hereof.

The Buildings and Units of the Condominium and the percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium are described in said Exhibit B attached hereto and made a part hereof. As additional Buildings and Units are added to the Condominium in subsequent phases, Exhibit B will be amended to reflect these Additions. The boundaries of each Unit added to the Condominium by this Amendment do not vary from the boundaries as described in Paragraph 7 of the Master Deed. The Exclusive Use Areas designated as appurtenant to the Units added to the Condominium by this Amendment do not vary from those described in Paragraph 11 of said Master Deed. The definition of the Common Area and Facilities set forth in Paragraph 12 of said Master Deed remains the same with respect to the Units added to the Condominium by this Amendment.

The Buildings comprising Phase II are shown on the plan entitled "Clearview Heights Condominiums Phase II, Chicopee, Massachusetts, Surveyed for A.R.M. Development Corp." drawn by Almer Huntley, Jr. & Associates, Inc. dated March 21, 1989 and recorded with this Amendment in Book of Plans 264, Page 98. The Phase II Units are more fully described in the floor plans drawn by Aldo Altobelli, Architect, dated March 14, 1989, and recorded herewith in Plan Book 264. Page 97.

All provisions of said Master Deed not specifically amended by this Amendment are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said A.R.M. DEVELOPMENT CORPORATION has caused its corporate seals to be hereto affixed and these presents to be signed, acknowledged and delivered in its respective name and behalf by Michael R. DuPont, President, and Robert A. Martin, Treasurer, of A.R.M. DEVELOPMENT CORPORATION, hereby duly authorized, this 23rd day of March in the year one thousand nine hundred and eighty-nine.

A.R.M. DEVELOPMENT CORPORATION

By: Michael R. DuPont
Michael R. DuPont
Its President

By: Robert A. Martin
Robert A. Martin
Its Treasurer

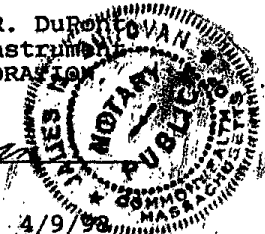
COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

March 23, 1989

Then personally appeared the above-named Michael R. DuPont and Robert A. Martin, and acknowledged the foregoing instrument to be the free act and deed of A.R.M. DEVELOPMENT CORPORATION before me,

James M. Donovan
JAMES M. DONOVAN
Notary Public
My Commission Expires: 4/9/98



CLEARVIEW HEIGHTS CONDOMINIUM MASTER DEED

EXHIBIT B

| <u>UNIT TYPE</u> | <u>FEATURES</u> |
|-----------------------------|--|
| Tudor Townhouse (TT) | Approximately 1280 square feet of living space, tudor exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement, bay-window in living room. |
| Colonial Townhouse (CT) | Approximately 1280 square feet of living space, colonial exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Traditional Townhouse (TRT) | Approximately 1280 square feet of living space, traditional white clapboard exterior with black shutters, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| First Floor Garden (FFG) | Approximately 1280 square feet of first floor, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to concrete patio accessed from dining room, full basement. |
| Second Floor Garden (SFG) | Approximately 1280 square feet of second floor living space, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Renovation (R) | Approximately 992 square feet of living space in Brick Building, 1 bedroom, 1 bath, living room, dining room and kitchen. |

EXHIBIT B

| <u>BUILDING NUMBER</u> | <u>UNIT NUMBER</u> | <u>UNIT TYPE</u> | <u>UNIT'S COMMON AREA PERCENTAGE*</u> |
|----------------------------|------------------------|----------------------|---|
| 1 | 1 | FFG | 2.381 |
| 1 | 2 | SFG | 2.381 |
| 1 | 3 | FFG | 2.381 |
| 1 | 4 | SFG | 2.381 |
| 1 | 5 | FFG | 2.381 |
| 1 | 6 | SFG | 2.381 |
| 1 | 7 | FFG | 2.381 |
| 1 | 8 | SFG | 2.381 |
| 5 | 35 | TRT | 2.381 |
| 5 | 36 | TRT | 2.381 |
| 5 | 37 | TRT | 2.381 |
| 5 | 38 | TRT | 2.381 |
| 5 | 39 | TRT | 2.381 |
| 5 | 40 | TRT | 2.381 |
| 5 | 41 | TRT | 2.381 |
| 5 | 42 | TRT | 2.381 |
| 6 | 43 | CT | 2.381 |
| 6 | 44 | CT | 2.381 |
| 6 | 45 | CT | 2.381 |
| 6 | 46 | CT | 2.381 |
| 6 | 47 | CT | 2.381 |
| 6 | 48 | CT | 2.381 |
| 6 | 49 | CT | 2.381 |
| 6 | 50 | CT | 2.381 |
| 7 | 51 | TT | 2.381 |
| 7 | 52 | TT | 2.381 |
| 7 | 53 | TT | 2.381 |
| 7 | 54 | TT | 2.381 |
| 7 | 55 | TT | 2.381 |
| 7 | 56 | TT | 2.381 |
| 7 | 57 | TT | 2.381 |
| 7 | 58 | TT | 2.381 |
| 8 | 59 | TRT | 2.381 |
| 8 | 60 | TRT | 2.381 |
| 8 | 61 | TRT | 2.381 |
| 8 | 62 | TRT | 2.381 |
| 8 | 63 | TRT | 2.381 |
| 8 | 64 | TRT | 2.381 |
| 8 | 65 | TRT | 2.381 |
| 8 | 66 | TRT | 2.381 |
| 8 | 67 | TRT | 2.381 |
| 8 | 68 | TRT | 2.381 |

Exhibit B cont'd.

*This percentage has been determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of the Units in Phases I and II. Upon amendment to the Master Deed to submit additional Phases to the Condominium, this percentage shall be changed to reflect the then fair value of each Unit in relation to the aggregate fair value of all the Units of the Condominium as amended.

RECEIVED

MAR 27 1989

AT 10:08 AM AND
REG'D FROM THE ORIGINAL

31155

SECOND

AMENDMENT TO

MASTER DEED

OF

CLEARVIEW HEIGHTS CONDOMINIUM

SEE
B7233 P151

Reference is hereby made to the Master Deed of Clearview Heights Condominium dated January 30, 1989, recorded with the Hampden County Registry of Deeds in Book 7085, Page 504, (the "Master Deed") establishing the Clearview Heights Condominium situated on Lambert Terrace, Chicopee, Hampden County, Massachusetts as said Deed is amended by the First Amendment to the Master Deed of Clearview Heights Condominium ("First Amendment") dated March 23, 1989, and recorded with the Hampden County Registry of Deeds in Book 7124, at Page 37.

The undersigned, A.R.M. DEVELOPMENT CORPORATION, a Massachusetts corporation with a principal place of business in Chicopee, Hampden County, Massachusetts, (hereinafter the "Declarant"), being the sole owner at the time of the recording of the Master Deed and the sole owner of all development rights of the land in Chicopee, Hampden County, Massachusetts described in Exhibit A attached to the Master Deed and made a part thereof, in accordance with Paragraph 14(e) of the Master Deed, and pursuant to the applicable provisions set forth therein, hereby amends the Master Deed to add Phase III to the Clearview Heights Condominium as follows:

1. EXHIBIT A

Exhibit A attached to the Master Deed is hereby ratified and confirmed.

2. EXHIBIT B

Exhibit B attached to the Master Deed, as amended by the First Amendment, is hereby further amended by deleting said Exhibit B and replacing it with Exhibit B attached hereto and made a part hereof.

The Buildings and Units of the Condominium and the percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium are described in said Exhibit B attached hereto and made a part hereof. As additional Buildings and Units are added to the Condominium in subsequent phases, Exhibit B will be amended to reflect these Additions. The boundaries of each Unit added to the Condominium by this Amendment do not vary from the boundaries as described in Paragraph 7 of the Master Deed. The Exclusive Use Areas

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designated as appurtenant to the Units added to the Condominium by this Amendment do not vary from those described in Paragraph 11 of said Master Deed. The definition of the Common Area and Facilities set forth in Paragraph 12 of said Master Deed remains the same with respect to the Units added to the Condominium by this Amendment.

The Buildings comprising Phase III are shown on the plan entitled "Clearview Heights Condominiums Phase III, Chicopee, Massachusetts, Surveyed for A.R.M. Development Corp." drawn by Almer Huntley, Jr. & Associates, Inc. dated May 24, 1989 and recorded with this Amendment in Book of Plans 266, Page 8. The Phase II Units are more fully described in the floor plans drawn by Aldo Altobelli, Architect, dated June 1, 1989, and recorded herewith in Plan Book 266. Pages 9 & 10.

All provisions of said Master Deed not specifically amended by this Amendment are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said A.R.M. DEVELOPMENT CORPORATION has caused its corporate seals to be hereto affixed and these presents to be signed, acknowledged and delivered in its respective name and behalf by Michael R. DuPont, President, and Robert A. Martin, Treasurer, of A.R.M. DEVELOPMENT CORPORATION, hereby duly authorized, this 5th day of June in the year one thousand nine hundred and eighty-nine.

A.R.M. DEVELOPMENT CORPORATION

By: Michael R. DuPont
~~Michael R. DuPont~~ Angel J. Scuderi
Its President Its Vice-President


By: Robert A. Martin
Robert A. Martin
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

June 5, 1989

Then personally appeared the above-named ~~Michael R. DuPont~~ Angelo J. Scuderi and Robert A. Martin, and acknowledged the foregoing instrument to be the free act and deed of A.R.M. DEVELOPMENT CORPORATION, before me,

James M. Donovan
JAMES M. DONOVAN
Notary Public
My Commission Expires


Page 54

Page 54

Page 54

Page 54

Page 54

Exhibit B con.

| | | | |
|---|----|-----|-------|
| 7 | 51 | TT | 1.724 |
| 7 | 52 | TT | 1.724 |
| 7 | 53 | TT | 1.724 |
| 7 | 54 | TT | 1.724 |
| 7 | 55 | TT | 1.724 |
| 7 | 56 | TT | 1.724 |
| 7 | 57 | TT | 1.724 |
| 7 | 58 | TT | 1.724 |
| 8 | 59 | TRT | 1.724 |
| 8 | 60 | TRT | 1.724 |
| 8 | 61 | TRT | 1.724 |
| 8 | 62 | TRT | 1.724 |
| 8 | 63 | TRT | 1.724 |
| 8 | 64 | TRT | 1.724 |
| 8 | 65 | TRT | 1.724 |
| 8 | 66 | TRT | 1.724 |
| 8 | 67 | TRT | 1.724 |
| 8 | 68 | TRT | 1.724 |

*This percentage has been determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of the Units in Phases I, II, and III. Upon amendment to the Master Deed to submit additional Phases to the Condominium, this percentage shall be changed to reflect the fair value of each Unit in relation to the aggregate fair value of all the Units of the Condominium as amended.

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THIRD

AMENDMENT TO

MASTER DEED

OF

CLEARVIEW HEIGHTS CONDOMINIUM

B7288 P 279
UNITS 82-86

PROPERTY ADDRESS: 20 Lambert Terrace, Chicopee, Hampden County, Massachusetts

Reference is hereby made to the Master Deed of Clearview Heights Condominium dated January 30, 1989, recorded with the Hampden County Registry of Deeds in Book 7085, Page 504, (the "Master Deed") establishing the Clearview Heights Condominium situated on Lambert Terrace, Chicopee, Hampden County, Massachusetts as said Deed is amended by the First Amendment to the Master Deed of Clearview Heights Condominium ("First Amendment") dated March 23, 1989, and recorded with the Hampden County Registry of Deeds in Book 7124, at Page 37, and by the Second Amendment to the Master Deed of Clearview Heights Condominium ("Second Amendment") dated June 5, 1989, and recorded with the Hampden County Registry of Deeds in Book 7185, at Page 424.

The undersigned, A.R.M. DEVELOPMENT CORPORATION, a Massachusetts corporation with a principal place of business in Chicopee, Hampden County, Massachusetts, (hereinafter the "Declarant"), being the sole owner at the time of the recording of the Master Deed and the sole owner of all development rights of the land in Chicopee, Hampden County, Massachusetts described in Exhibit A attached to the Master Deed and made a part thereof, in accordance with Paragraph 14(e) of the Master Deed, and pursuant to the applicable provisions set forth therein, hereby amends the Master Deed to add Phase IV to the Clearview Heights Condominium as follows:

1. EXHIBIT A

Exhibit A attached to the Master Deed is hereby ratified and confirmed.

2. EXHIBIT B

Exhibit B attached to the Master Deed, as amended by the First Amendment, is hereby further amended by deleting said Exhibit B and replacing it with Exhibit B attached hereto and made a part hereof.

The Buildings and Units of the Condominium and the percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium are described in said Exhibit B attached hereto and made a part hereof. As additional Buildings and Units are added to the Condominium in subsequent phases, Exhibit B will be amended to reflect these Additions. The boundaries of each Unit added to the Condominium by this Amendment do not vary from the boundaries as described in Paragraph 7 of the Master Deed. The Exclusive Use Areas

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[Signature]

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kind, before me

[Signature]
not Public - signed by 70851

March 20, 1992

RECEIVED

AUG - 7 1989

[Signature]
NOT FROM THE OFFICE

designated as appurtenant to the Units added to the Condominium by this Amendment do not vary from those described in Paragraph 11 of said Master Deed. The definition of the Common Area and Facilities set forth in Paragraph 12 of said Master Deed remains the same with respect to the Units added to the Condominium by this Amendment.

The Buildings comprising Phase IV are shown on the plan entitled "Clearview Heights Condominiums Phase IV, Chicopee, Massachusetts, Surveyed for A.R.M. Development Corp." drawn by Almer Huntley, Jr. & Associates, Inc. dated July 18, 1989, and recorded with this Amendment in Book of Plans 267, Page 28. The Phase IV Units are more fully described in the floor plans drawn by Aldo Altobelli, Architect, dated July 21, 1989, and recorded herewith in Plan Book 267, Page 29-31.

All provisions of said Master Deed not specifically amended by this Amendment are hereby ratified and confirmed.

IN WITNESS WHEREOF, the said A.R.M. DEVELOPMENT CORPORATION has caused its corporate seals to be hereto affixed and these presents to be signed, acknowledged and delivered in its respective name and behalf by Michael R. DuPont, President, and Robert A. Martin, Treasurer, of A.R.M. DEVELOPMENT CORPORATION, hereby duly authorized, this 7th day of August in the year one thousand nine hundred and eighty-nine.

A.R.M. DEVELOPMENT CORPORATION

By: Michael R. DuPont
Michael R. DuPont
Its President

By: Robert A. Martin
Robert A. Martin
Its Treasurer



COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

August 7, 1989

Then personally appeared the above-named Michael R. DuPont and Robert A. Martin, and acknowledged the foregoing instrument to be the free act and deed of A.R.M. DEVELOPMENT CORPORATION, before me,

James M. Donovan
JAMES M. DONOVAN
Notary Public
My Commission Expires: 04/09/93



CLEARVIEW HEIGHTS CONDOMINIUM MASTER DEED

EXHIBIT B

| UNIT TYPE | FEATURES |
|-----------------------------|--|
| Tudor Townhouse (TT) | Approximately 1280 square feet of living space, tudor exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement, bay-window in living room. |
| Colonial Townhouse (CT) | Approximately 1280 square feet of living space, colonial exterior design, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Traditional Townhouse (TRT) | Approximately 1280 square feet of living space, traditional white clapboard exterior with black shutters, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| First Floor Garden (FFG) | Approximately 1280 square feet of first floor, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to concrete patio accessed from dining room, full basement. |
| Second Floor Garden (SFG) | Approximately 1280 square feet of second floor living space, 2 bedrooms, kitchen, 1-1/2 baths, living room, dining room, wall-to-wall carpeting, fireplace, sliding glass doors to deck accessed from dining room, full basement. |
| Renovation (R) | Approximately 992 square feet of living space in Brick Building, 1 bedroom, 1 bath, living room, dining room and kitchen. |

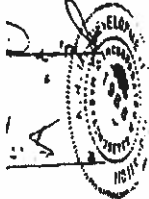
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7. 1989

Donald R. DeFont
Notary Public
CORPORATION,



EXHIBIT B

| <u>BUILDING NUMBER</u> | <u>UNIT NUMBER</u> | <u>UNIT TYPE</u> | <u>UNIT'S COMMON AREA PERCENTAGE*</u> |
|------------------------|--------------------|------------------|---------------------------------------|
| 1 | 1 | FFG | 1.176 |
| 1 | 2 | SFG | 1.176 |
| 1 | 3 | FFG | 1.176 |
| 1 | 4 | SFG | 1.176 |
| 1 | 5 | FFG | 1.176 |
| 1 | 6 | SFG | 1.176 |
| 1 | 7 | FFG | 1.176 |
| 1 | 8 | SFG | 1.176 |
| 2 | 9 | CT | 1.176 |
| 2 | 10 | CT | 1.176 |
| 2 | 11 | CT | 1.176 |
| 2 | 12 | CT | 1.176 |
| 2 | 13 | CT | 1.176 |
| 2 | 14 | CT | 1.176 |
| 2 | 15 | CT | 1.176 |
| 2 | 16 | CT | 1.176 |
| 3 | 17 | TRT | 1.176 |
| 3 | 18 | TRT | 1.176 |
| 3 | 19 | TRT | 1.176 |
| 3 | 20 | TRT | 1.176 |
| 3 | 21 | TRT | 1.176 |
| 3 | 22 | TRT | 1.176 |
| 3 | 23 | TRT | 1.176 |
| 3 | 24 | TRT | 1.176 |
| 3 | 25 | TRT | 1.176 |
| 3 | 26 | TRT | 1.176 |
| 4 | 27 | FFG | 1.176 |
| 4 | 28 | SFG | 1.176 |
| 4 | 29 | FFG | 1.176 |
| 4 | 30 | SFG | 1.176 |
| 4 | 31 | FFG | 1.176 |
| 4 | 32 | SFG | 1.176 |
| 4 | 33 | FFG | 1.176 |
| 4 | 34 | SFG | 1.176 |
| 5 | 35 | TRT | 1.176 |
| 5 | 36 | TRT | 1.176 |
| 5 | 37 | TRT | 1.176 |

*This percentage has been determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of the Units in Phases I, II, and III. Upon amendment to the Master Deed to submit additional Phases to the Condominium, this percentage shall be changed to reflect the then fair value of each Unit in relation to the aggregate fair value of all the Units of the Condominium as amended.

RECEIVED

AUG - 7 1989

AT 11:44 AM AND
REG'D FROM THE ORIGINAL