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Book 16175 PG 382

05/22/85 0158 TR 421 RE

MASTER DEED
OF THE
COUNTRY ESTATES CONDOMINIUM

We, Leonard J. Aronson and William H. Walsh, Trustees of Townsend Country Trust, under Declaration of Trust dated October 25, 1984 and recorded with the Middlesex South District Registry of Deeds in Book 15852, Page 039 (hereinafter referred to as "Declarant"), said Trust being the sole owner of certain premises in Townsend, Middlesex County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

1. Name

The name of the Condominium shall be: Country Estates Condominium.

2. Description of the Land

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. Description of Buildings

The description of the buildings comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which they are constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") comprise and will consist of:

- (a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;
- (b) The yards, lawns, access ways, walkways, sidewalks, driveways, balconies, attic storage spaces, parking areas, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants [provided, however, that certain units shall have as appurtenant thereto an easement for the exclusive use of the balcony, the storage space(s), and/or the parking space(s) shown on the site plan as designated in the first deed of the Unit by the Declarant or thereafter acquired by a Unit Owner];
- (c) All areas of the buildings comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:
 - (1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roofs of the buildings, fire walls, walls between the common areas and the Units;
 - (2) The building entrances, entrance halls, balconies, stair halls, stairways, heating plant room, electrical equipment room, laundry and storage area, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof [provided, however, that each Unit shall have appurtenant thereto an easement for the exclusive use of the storage space in its Building shown on the plans, as designated in the first deed for such Unit by the Declarant; and provided, however, that some units shall have an easement for the exclusive use of the balcony appurtenant to said Unit as designated in the first deed for said Unit by the Declarant];
 - (3) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, provided,

nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;

- (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit, excluding air conditioners; and
- (5) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance, or safety of the Buildings;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

5A. Parking, Storage Space, Balcony

All exclusive rights and easements of use with respect to parking space(s), storage space(s) and balconies shall be conveyed only with the units to which said rights are appurtenant and shall not be severable from such units; provided, however, that notwithstanding the foregoing, a Unit Owner may convey his exclusive rights and easement of use with respect to a parking space(s) or storage space(s) obtained by him to another Unit Owner, the affect of which shall be that at all times the exclusive right and easement of use with respect to all parking spaces and storage spaces shall be held by Unit Owners.

6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. Said common areas and facilities, including those common areas to which certain units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the Condominium Trust and the By-Laws set forth therein, hereinafter referred to.

7. Floor Plans and Site Plan

The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such

other matters as are required by law, are attached hereto. Also recorded herewith is a site plan by *J. H. ...* dated *11/2/78* and entitled "*...*" showing the location of the buildings, the tennis courts and the pool on the lot and the location and designation of the parking spaces.

8. Use of Buildings and Units

The purposes for which the buildings and the Units are intended to be used are as follows:

(a) The Buildings and each of the Units are intended only for residential purposes. No use may be made of any unit except as a residence for the Owner thereof or his permitted lessees/tenants and the members of their immediate families or for no more than two persons unrelated by blood or marriage; and

(b) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(c) In order to preserve the architectural integrity of the buildings and the Units, without modifications, and without limiting the generality thereof, no new balcony, awning, screen, antenna, sign, banner, or other device, and no exterior change,

addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; and

(d) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions 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. Said restrictions may be waived in specific cases by such Trustees; and

(e) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No unit estate may be leased or rented for a period of less than thirty days.

10. Amendments

This Master Deed may be amended by an instrument in writing:

- (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interest in the Common Elements;
- (ii) signed and acknowledged by a majority of the Trustees of the Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Middlesex South District Registry of Deeds,

PROVIDED, HOWEVER, that:

(a) the date on which any such instrument 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 shall have been so 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 Unit so altered;

(c) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled 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;

(e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and

(f) 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 said Chapter 183A, as amended, of the General laws of Massachusetts shall be of any force or effect.

11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The names and addresses of the original and present Trustees thereof are:

Leonard J. Aronson of 167 Corey Road, Brighton,
Massachusetts;

Samuel A. Grossbart of 72 Birchwood Lane, Lincoln,
Massachusetts; and

William H. Walsh of 954 Cambridge Street, Cambridge,
Massachusetts.

The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

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

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of the Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and 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 estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a 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 the continuance of such encroachment and for the maintenance of the same so long as the Buildings stand.

14. Pipes, Wires, Flues, 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 other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common elements located in any of the other Units serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

15. Invalidity

The invalidity of any provisions 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 in full force and effect as if such invalid provisions had never been included herein.

16. 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. 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.

18. Conflicts

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

19. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagees:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

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- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
 - (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
 - (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
 - (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer.
 - (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the first Mortgagees with respect to all of the Units have given their prior written consent thereto:
 - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and
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Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

- (f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
 - (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.
 - (vi) receive timely written notice of any lapse, cancellation, or material modification of any

insurance policy or fidelity bond maintained by the Condominium Trust.

- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds in accordance with the requirements of paragraph 10 hereof.

IN WITNESS WHEREOF, Leonard J. Aronson and William H. Walsh, Trustees of the Country Estates Condominium Trust, have caused this Master Deed to be duly executed, sealed and delivered on this 20th day of May, 1985.

Leonard J. Aronson
Leonard J. Aronson, Trustee

William H. Walsh
William H. Walsh, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

May 20, 1985

Then personally appeared the above-named ~~Leonard J. Aronson~~ and William H. Walsh, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

Lynn A. Justin
NOTARY PUBLIC

My Commission Expires:

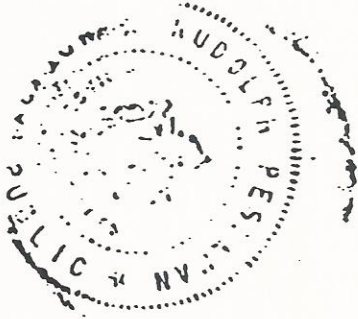
October 10, 1988

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

May 20, 1985

Then personally appeared the above named Leonard J. Aronson, as Trustee aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,



Richard J. Aronson
NOTARY PUBLIC

My Commission Expires: My Commission Expires Oct 12, 1990

PARCEL 1: A certain parcel of land with the buildings thereon, situated in Townsend, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe bound on the northerly side of Turnpike Road in said Townsend at the southwesterly corner of the granted premises at land, formerly of one Truell, but now or formerly of Oliver, thence

1. North $45^{\circ} 37' 00''$ East, by said Oliver land and by the second parcel herein described, nine hundred forty-two and $89/100$ (942.89) feet to a stone bound at land, formerly of Hildredth, and later of Nillo L. Wood; thence
2. South $80^{\circ} 20' 00''$ East, by and along said Wood land, two hundred fifty and $70/100$ (250.70) feet to an iron pipe bound at land, now or formerly of Graydon L. Barstow; thence
3. South $06^{\circ} 26' 00''$ West, by and along said Barstow land, one hundred fifteen and $39/100$ (115.39) feet; thence
4. South $53^{\circ} 46' 00''$ West, by land along lands now or formerly of Collins, Caron and Laho, three hundred sixty and $50/100$ (360.50) feet to an iron pipe bound; thence
5. South $36^{\circ} 14' 00''$ East, by Laho land; one hundred (100) feet to an iron pipe bound on the westerly side of Squannacook Terrace; thence
6. Southwesterly by Squannacook Terrace, forty (40) feet to an iron pipe bound; thence
7. North $36^{\circ} 14' 00''$ West, by land, now or formerly of Brodeur, one hundred (100) feet; thence
8. South $53^{\circ} 46' 00''$ West, by lands, now or formerly of Brodeur and Shepard, two hundred (200) feet; thence
9. South $36^{\circ} 14' 00''$ East, by said Shepard land, one hundred (100) feet to the westerly side of Squannacook Terrace; thence
10. Southwesterly by Squannacook Terrace, forty (40) feet; thence
11. North $36^{\circ} 14' 00''$ West, by land, now or formerly of McCorquodale, one hundred (100) feet; thence
12. South $53^{\circ} 46' 00''$ West, by said McCorquodale land, one hundred (100) feet; thence
13. South $36^{\circ} 14' 00''$ East, by said McCorquodale land, one hundred (100) feet to the westerly side of Squannacook Terrace; thence
14. Southwesterly by said Squannacook Terrace, eighty-seven and $35/100$ (87.35) feet to a corner of land of Alice R. Bagley; thence by said Bagley land
15. North $36^{\circ} 14' 00''$ West, one hundred (100) feet to a corner; thence
16. South $46^{\circ} 36' 32''$ West, two hundred one and $44/100$ (201.44) feet to an iron pipe bound on the northerly side of Turnpike Road; thence turning and running
17. Northwesterly by and along the northerly side of Turnpike Road, one hundred fifty-six and $33/100$ (156.33) feet to the point of beginning.

Containing 231, 185 square feet or 5.31 acres, more or less. Excepting therefrom that portion thereof conveyed to Raoul P. Brodeur, et ux, by deed recorded with said records in Book 14651, Page 255.

The above-described premises are shown on a plan of land in Townsend, Massachusetts by Joseph W. Moore Co., Inc., Civil Engineers, dated May 15, 1970, recorded with Middlesex South District Registry of Deeds as Plan No. 515 of 1970, in Book 11839, Page 530; see also plan dated September 24, 1970, recorded as Plan No. 1228 of 1970, in Book 11928, Page 261.

PARCEL 2: A certain parcel of land in the central part of said Townsend situated off Turnpike Road, so called, containing 3.60 acres of land more or less, shown as Lot 2 on a Plan of

Land in Townsend, Mass. for Mass. Enterprises, Scale 1" = 40', dated September 24, 1970, by Joseph W. Moore Co., Inc., Civil Engineers, Bedford, Massachusetts, recorded with Middlesex South District Registry of Deeds as Plan No. 1228 of 1970, Book 11928, Page 261, said land being more particularly bounded and described according to said plan as follows:

Beginning at the southeasterly corner thereof and at the northeasterly corner of land now or formerly of Philip N. Oliver and at other land of the mortgagor herein; thence

1. North $36^{\circ} 56' 00''$ West, by said Oliver land, one hundred seventy-six and $10/100$ (176.10) feet to a bound at the northwesterly corner of said Oliver land and at a parcel marked "Lot 1 Area 25,490 s.f." on said last mentioned plan; thence

2. North $47^{\circ} 35' 09''$ East, by said last mentioned land one hundred thirty-nine and $55/100$ (139.55) feet to point; thence

3. Northwesterly by said last mentioned land, eighty-five and $07/100$ (85.07) feet to a bound at land now or formerly of Truman Williams, said bound being located North $47^{\circ} 35' 09''$ East of and 300.84 feet distant from a bound in the northeasterly side of Turnpike Road and at the most northwesterly corner of the said premises marked Lot 1; thence

4. North $47^{\circ} 34' 23''$ East, by said Williams land, four hundred thirty-eight and $09/100$ (438.09) feet to a corner bound with a drill hole at an angle at land now or formerly of the Commonwealth of Massachusetts, formerly Elson; thence

5. South $80^{\circ} 23' 23''$ East, by said land of the Commonwealth, two hundred ninety-six and $12/100$ (296.12) feet to a stone bound at other land of the mortgagor herein; thence

6. South $45^{\circ} 37' 00''$ West, by said mortgagor's land, being the first parcel herein described, seven hundred eighty-two and $32/100$ (782.32) feet to the point of beginning.

Containing 156,735 square feet more or less or 3.60 acres more or less, according to said last mentioned plan.

PARCEL 3: A certain parcel of land located southeasterly of Off Turnpike Road in Townsend, Middlesex County, Massachusetts and being shown as that parcel of land described "A1H Properties, 1.54 plus or minus acres" as shown on a Plan of Land entitled "Plan of property for A1H Properties, Townsend, Massachusetts," dated July, 1977, by Allen C. Davis, Civil Engineer, Fitchburg, Massachusetts, which plan is duly recorded in Middlesex South District Registry of Deeds as Plan No. 177 of 1978 recorded in Book 13397 at Page 123.

The above-described parcels are conveyed subject to and together with the benefit of restrictions, easements, reservations and agreements of record, if any, insofar as the same are now in force and applicable.

Parcel 2 of the premises is subject to a right and easement for passage and repassage on foot and by vehicle as indicated in Book 11928, Page 261 of said registry.

The property address of the above-described real estate is Turnpike Road, Townsend, Massachusetts.

Meaning and intending to describe and convey the same premises conveyed to the within mortgagors by deed of even date of George W. Pappas, Lucie I. Allard (formerly Lucie I. McKay) and Charles R. McKay, recorded prior hereto in said registry.

COUNTRY ESTATES CONDOMINIUM

EXHIBIT B

The Condominium consists of three (3) separate structures:

Building One contains twenty-nine (29) units, condominium units Nos. 110 through 139 Turnpike Road (there is no unit numbered 115);

Building Two contains thirty (30) units, condominium units Nos. 210 through 239 Turnpike Road; and

Building Three contains twenty-three (23) units, condominium units Nos. 310 through 337 Turnpike Road (there are no units numbered 314, 318, 319, 328, or 329);

all of Townsend, Middlesex County, Massachusetts; they have no name. Each building has separate entrances and consists of a first floor, second floor and third floor. There are a total of eighty-two (82) units in all of the buildings. The buildings are of brick construction, with a concrete foundation; windows with metal casings. The plumbing is of copper; there is electric heat in each unit; and each building contains an oil-fired hot water heater. There are individual air conditioners in each unit, which shall be a part of the unit. There are balconies in some of the units, which shall be a part of the common area, with an exclusive easement to the unit appurtenant to the balcony.

COUNTRY ESTATES CONDOMINIUM

EXHIBIT C

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>FLOOR</u>	<u>NO. OF ROOMS</u>	<u>APPROXIMATE AREA (SQ.FT.)</u>	<u>PCT. INTEREST COMMON ELEMEN</u>
110	1	1	4		
111	1	1	4	698	1.333
112	1	1	4	674	1.333
113	1	1	4	673	1.333
114	1	1	3	567	1.078
116	1	1	3	671	1.078
117	1	1	3	568	1.078
118	1	1	3	567	1.078
119	1	1	3	570	1.078
120	1	1	4	697	1.078
121	1	2	4	701	1.333
122	1	2	4	675	1.39
123	1	2	4	676	1.39
124	1	2	3	569	1.39
125	1	2	3	570	1.106
126	1	2	3	568	1.106
127	1	2	3	569	1.106
28	1	2	3	564	1.106
129	1	2	3	566	1.106
130	1	2	4	698	1.106
131	1	3	4	703	1.39
132	1	3	4	675	1.404
133	1	3	4	676	1.404
134	1	3	3	571	1.404
135	1	3	3	569	1.12
136	1	3	3	567	1.12
137	1	3	3	568	1.12
138	1	3	3	567	1.12
139	1	3	3	567	1.12
210	1	3	4	698	1.12
211	2	1	4	667	1.404
212	2	1	4	667	1.333
213	2	1	3	574	1.333
214	2	1	3	574	1.078
215	2	1	2	277	1.078
216	2	1	3	566	.851
217	2	1	3	585	1.078
218	2	1	3	584	1.078
219	2	1	4	667	1.078
220	2	1	4	667	1.333
221	2	2	4	667	1.333
222	2	2	4	667	1.39
223	2	2	3	671	1.39
	2	2	3	576	1.106
			3	574	1.106

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>FLOOR</u>	<u>NO. OF ROOMS</u>	<u>APPROXIMATE AREA (SQ.FT.)</u>	<u>PCT. INTEREST IN COMMON ELEMENTS</u>
224	2	2	3	569	
225	2	2	3	568	1.106
226	2	2	3	587	1.106
227	2	2	3	587	1.106
228	2	2	4	669	1.106
229	2	2	4	669	1.39
230	2	3	4	667	1.39
231	2	3	4	668	1.404
232	2	3	3	576	1.404
233	2	3	3	576	1.12
234	2	3	3	569	1.12
235	2	3	3	569	1.12
236	2	3	3	585	1.12
237	2	3	3	585	1.12
238	2	3	4	670	1.12
239	2	3	4	669	1.404
310	3	1	4	667	1.404
311	3	1	4	667	1.333
312	3	1	3	571	1.333
313	3	1	3	576	1.078
315	3	1	3	577	1.078
316	3	1	4	665	1.078
317	3	1	4	665	1.333
320	3	2	4	666	1.333
321	3	2	4	667	1.39
322	3	2	3	670	1.39
323	3	2	3	577	1.106
324	3	2	3	577	1.106
325	3	2	3	576	1.106
326	3	2	3	576	1.106
327	3	2	4	668	1.106
330	3	3	4	668	1.39
331	3	3	4	667	1.39
332	3	3	4	669	1.404
333	3	3	3	572	1.404
334	3	3	3	576	1.12
335	3	3	3	573	1.12
336	3	3	2	282	1.12
337	3	3	4	665	.851
		3	5	960	1.404
					1.668

The number of rooms include all labeled rooms except closets, baths and hallways.

EXHIBIT C (Continued)

Units have immediate access to common areas, front and rear stairwells and hallways in their respective buildings which provide access to the front and rear of their buildings.

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

The boundaries of the Units, with respect to the floors, ceilings, doors, and windows thereof, are as follows:

- (1) Floors: the plane of the upper surface of the subflooring or, in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
- (2) Ceilings: the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (3) Interior Building Walls between Units and between Units and Common Areas: the plane of the surface of the wall furrings or studs, or the plane of the surface facing such Unit of the masonry or cement when masonry or cement is the finished material.
- (4) Doors and Windows: the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames.
- (5) Exterior Building Walls: the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.