

05/22/85 11:25 TR 189 RE 40.00

MASTER DEED
for the
MUZZEY HIGH CONDOMINIUM

R. Kirk Noyes, as trustee of Muzzey Realty Trust under a declaration of trust dated June 11, 1984 and recorded with the Middlesex County (South) Registry of Deeds in Book 15624 at Page 516, having an address at 92 Main Street, Gloucester, Massachusetts, 01930 (Grantor), the sole owner of the premises located at Massachusetts Avenue, Lexington, Middlesex County, Massachusetts, hereinafter described, 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 proposes to create, and hereby does create with respect to said premises, a condominium (the Condominium) to be governed by and subject to the provisions of said Chapter 183A, and to that end declares and provides the following:

1. Name. The name of the Condominium shall be: MUZZEY HIGH CONDOMINIUM.

2. Description of Land. The land portion of the Condominium consists of approximately 167,700 square feet (3.85 acres) of land located at 1475 Massachusetts Avenue in Lexington, Middlesex County, Massachusetts, such land being more particularly described in Exhibit A hereto (the Land).

3. Description of Building. The building comprising the Condominium (the Building) contains seventy-two (72) units and consists of a four-story L-shaped brick building with a membrane and shingle roof, and poured concrete and fieldstone foundation and is approximately 260 feet long, approximately 160 feet wide, and approximately 44 feet high. The location of the Building is shown on the plot plan attached as Exhibit D hereto.

4. Designation of Condominium Units. The Building is divided into seventy-two (72) units (the Units), of which 71 are residential Units and one is a Senior Center Unit. The Units are more particularly described as to designation, location, number of rooms, approximate area, the percentage interest in Common Areas and Facilities and immediately accessible Common Areas and Facilities in Exhibit B attached hereto, on the floor plans attached as Exhibit C hereto and on the plot plan attached as Exhibit D hereto. Such floor plans bear the certification of a registered architect or engineer certifying that such plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built.

5. Boundaries of Units. The floor, ceiling, walls and other boundaries of each of the Units are as follows:

(i) Floors: The upper surface of the concrete floor or the upper surface of the wood or other type of subflooring as the case may be.

(ii) Ceilings: The plane of the lower surface of the ceiling or roof joists, as the case may be.

SEE PLAN IN RECORD BOOK 1674 PG 561

- (iii) Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs.
- (iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or interior surface of the masonry wall, as the case may be; as to doors, the exterior surfaces thereof; and as to windows (including skylights) the exterior surfaces of the glass and window frames.
- (v) Decks: The exterior decks adjacent to each Unit as designated on Exhibit C and Exhibit D hereto shall be part of the Unit to which they are adjacent.
- (vi) Utility Equipment and Lines. Utility equipment and supply lines serving a single Unit shall be a part of such Unit and exterior lighting fixtures serving and controlled by a single Unit shall be a part of such Unit.

6. Common Areas. The common areas and facilities of the Condominium are more particularly shown in Exhibits C and D hereto (the Common Areas and Facilities) and consist of:

- (a) the Land, together with the benefit of and subject to all rights, easements, restrictions and agreements set forth in Exhibit A;
- (b) the walkways, stairways, common driveway and parking areas, and other improvements on such Land, including, without limitation, railings, fencing, steps, surface drainage facilities and landscaping;
- (c) the foundations, structural columns, bearing walls, party walls, structural flooring, girders, lintels, beams, plates, supports, braces, exterior walls and roofs of the Building and common walls within the Building;
- (d) installations of central service supply lines providing power, light, gas, water and sewer, and heating, including all equipment attendant thereto, all conduits, junction boxes, chutes, ducts, plumbing, wiring, oil tanks, flues and other facilities for the furnishing of utility services or waste removal contained in the Building and all such facilities contained within any Unit which serve parts of the Buildings other than the Unit within which such facilities are contained (but specifically excluding supply lines and equipment contained within and serving a single Unit); together with an easement of access thereto by the trustees of the Condominium Trust hereinafter referred to, for maintenance, repair and replacement; and
- (e) such additional common areas and facilities as may be defined in said Chapter 183A.

The use by the owners of the Units (the Unit Owners) of the Common Areas and Facilities shall be subject to (i) the terms and provisions of this instrument and of the Bylaws of the Muzzey High Condominium Trust (the

Condominium Trust), as defined and described in paragraph 12 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use thereof, and (iii) the timely making of the payments required to be made in connection with all of the foregoing.

7. Encroachments. If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) shifting, settling or movement of any Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the trustees of the Condominium Trust (the Trustees), or (c) as a result of repair or restoration of any Building 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 such encroachment and for the maintenance of the same so long as any Building stands.

8. Purpose. The Buildings and the Units are intended to be used solely for residential purposes except for the Senior Center Unit. The Senior Center Unit is intended to be used for programs and activities of senior citizens. Grantor may, until all of the Units have been sold by the Grantor, use any Units owned by Grantor as models or offices for the purposes of selling or leasing units.

9. Restrictions on Use. The Building and the Units shall be subject to the following restrictions on use:

- (a) Residential use of a Unit, except the Senior Center Unit, shall be limited to occupancy by not more than one (1) family unit or two (2) unrelated persons.
- (b) Unit Owners shall not cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from their Units or the Common Areas and Facilities. No occupant of a Unit may play or suffer to be played any musical instrument, phonograph, radio or television set in any Unit or in the Common Areas and Facilities between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the occupants of other Units. No occupant of a Unit may operate any power tools or similar equipment in any Unit or the Common Areas and Facilities between the hours of 8:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the occupants of other Units.
- (c) Dogs (which shall be kept on leashes and shall be maintained under constant control), cats or other pet animals or birds shall not be kept in any Unit unless such Unit has direct access to the Land without passing through any hallways, corridors or the like used in common with any

other Unit and then only in such number or type and under such circumstances as not to be noisome or offensive to occupants of other Units.

- (d) The parking areas shall not be used to park trucks (other than pick-up trucks used as a primary mode of transportation by an occupant of a Unit), commercial vehicles, trailers or boats or unregistered vehicles of any kind.
- (e) No Unit shall be used for any purpose prohibited by any law, rule, regulation, or ordinance of any federal, state or local governmental authority or by any order or decree of any court, in either case, having jurisdiction over the Land, the Buildings or the Condominium.
- (f) No Unit Owner shall do, or permit or suffer anything to be done in his Unit or in the Buildings which will interfere with the rights, privileges and conveniences of any other occupant or which will conflict with the provisions of any insurance policy covering the buildings or any part thereof or which will violate any law, ordinance or rule or regulation of any governmental authority.
- (g) No Unit shall be rented without the prior written consent of the Trustees, except such units as are owned by or on behalf of the Town of Lexington and as are owned by or are in possession of a holder of a mortgage on such Unit.
- (h) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of the Condominium Trust and regulations which may be adopted pursuant thereto.
- (i) The architectural integrity of the Building and the exterior of the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner, clothes line 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, or exterior window or window frames shall be made; no painting (except in a uniform color designated by the Trustees), or other decoration shall be

done on any exterior part or surface of any Unit nor on the interior surface of any window; no drapes, curtains, blinds or shades shall be placed in exterior windows unless such item is white or beige in color or, as a result of lining, the side facing the exterior is white or beige in color; provided, that the foregoing restrictions may be waived in specific cases by the Trustees; and provided, further, that the provisions of this subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, provided that a Unit Owner shall not, in any way whatsoever, alter, remove or otherwise modify any structural components of such Owner's Unit.

The restrictions set forth above shall be for the benefit of all of the Unit Owners and the Condominium Trust and (i) shall be administered on behalf of the Unit Owners by the trustees of the Condominium Trust (the Trustees), (ii) shall be enforceable solely by such Trustees insofar as permitted by law, and (iii) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership of a Unit.

10. Parking. There shall be appurtenant to each Unit the right to park one registered automobile in the area designated "Parking" on Exhibit D subject to such rules as may from time to time be established by the Trustees.

11. Amendments. This Master Deed may be amended by the vote of Unit Owners entitled to seventy-five percent (75%) or more (except as set forth in subparagraph (d) below) of the undivided interests in the Common Areas and Facilities cast in person or by proxy at a meeting duly held in accordance with the provisions of the Declaration of Trust (including the Bylaws) or, in lieu of a meeting, any amendment may be approved in writing by Unit Owners entitled to seventy-five percent (75%) or more (except as set forth in subparagraph (d) below) of the undivided interests in the Common Areas and Facilities. Any such amendment shall be evidenced by an instrument in writing (i) signed and acknowledged by the Trustees of the Condominium Trust pursuant to the Bylaws thereof, (ii) signed by Unit Owners entitled to seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities or containing a copy of the vote adopted by Unit Owners entitled to seventy-five percent (75%) or more of said undivided interest certified by a majority of the Trustees, and (iii) duly recorded with the Middlesex County (South) Registry of Deeds, PROVIDED, HOWEVER, that:

(a) The date on which any such instrument is first signed by a Unit Owner or Trustee 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 Unit Owner of the Unit so altered;

(c) No instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas and Facilities to which any Unit is entitled shall be of any force or effect unless the same has been approved by all Unit Owners and until said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment seeking to abandon or terminate the Condominium (except as provided by statute in the case of a taking by condemnation or eminent domain or in the case of substantial destruction by fire or other casualty) shall be of any force or effect unless such amendment shall have been assented to in writing by at least sixty-seven (67) percent of the holders of first mortgages of record and unless such amendment shall have been approved by two-thirds of the Unit Owners (other than the Grantor), if any, based upon one vote for each Unit;

(e) No instrument of amendment seeking to (i) partition or subdivide any Unit; (ii) alter the definition of Common Areas and Facilities; or (iii) alter or in any manner or to any extent modify or effect the percentage of Beneficial Interest in the Common Areas and Facilities, shall be of any force or effect unless such amendment shall have been assented to in writing by at least fifty-one (51) percent of the holders of first mortgages of record and in the case of the preceding clause (i) of this subparagraph unless such amendment shall have been approved by two-thirds of the Unit Owners (other than the Grantor), if any, based upon one vote for each Unit;

(f) No instrument of amendment affecting any Unit upon which there is a first mortgage of record or a purchase money second mortgage held by the Grantor or its successor or assigns, which adversely affects the lien of such mortgage, shall be of any force or effect unless the same shall have been assented to by the holder(s) of such mortgage(s);

(g) No instrument of amendment shall impose a right of first refusal or similar restriction on the right of Unit Owners to sell, transfer or otherwise convey a Unit;

(h) 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 of the General Laws of Massachusetts shall be of any force or effect.

12. Managing Entity The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Muzzey High Condominium Trust, a Massachusetts trust. A copy of the Declaration of Trust (including the Bylaws) thereof is being recorded simultaneously herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to such Unit Owner's percentage of undivided interest

in the Common Areas and Facilities. The names and addresses of the original and present Trustees thereof are as follows:

R. Kirk Noyes
92 Main Street
Gloucester, Massachusetts 01930

Ruth S. Noyes
92 Main Street
Gloucester, Massachusetts 01930

Jean Gaudet
12 Stedman Road
Lexington, Massachusetts

Such Trustees have enacted Bylaws, which are set forth in the Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

13. Special Restrictions. This Master Deed and the Condominium are subject to the restrictions set forth in a deed, dated June 11, 1984, from the Town of Lexington to the Grantor, and recorded with the Middlesex County (South) Registry of Deeds in Book 15624 at Page 537.

14. Subject to Chapter 183A. The Units, the Common Areas and Facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and, in all respects not specified in this Master Deed or in the Declaration of Trust (including the Bylaws) of the Condominium Trust, shall be governed by the provisions of such Chapter 183A.

IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be duly executed and delivered, under seal, on this 12 day of May, 1985.

MUZZEY REALTY TRUST

By R. Kirk Noyes
R. Kirk Noyes, as trustee
and not individually

Approved as of May 13, 1985
TOWN OF LEXINGTON

By: [Signature]
Town Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

May 1, 1985

Then personally appeared the above-named R. Kirk Noyes, trustee of the Muzzey Realty Trust, and acknowledged the foregoing instrument to be his free act and deed as such trustee and the free act and deed of said trust.

Before me,

Robert H. [Signature]
Notary Public

My Commission Expires:
May 21, 1987

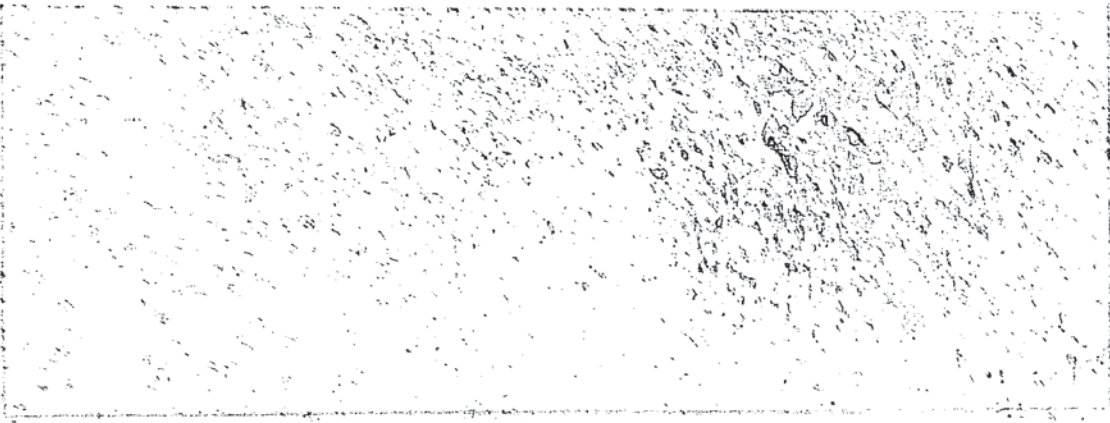


EXHIBIT A
Description of Land

That certain parcel of land with the buildings and other improvements thereon situated in Lexington, Middlesex, County, Massachusetts, designated as Lot #1 on a plan (the Plan) entitled "Plan of Land in Lexington, Mass. Drawn for Sidney Noyes Anderson Inc." dated August, 1983, prepared by Merrimack Engineering Services, and recorded with the Middlesex County (South) Registry of Deeds in Book 15624 at Page 537. Said parcel is more particularly bounded and described according to the Plan as follows:

Beginning at a point in the easterly side-line of Massachusetts Avenue at the westerly corner of said Lot #1 as shown on the Plan, such point being marked "DH.FND.";

THENCE N 65°-34'-31" E by land now or formerly of Russel Square Condominium, a distance of four hundred sixty-one and 47/100 (461.47) feet to a point;

THENCE Southeasterly by land now or formerly of Boston & Maine R.R. along a curve to the right with a radius of 2,818.68 feet an arc distance of two hundred sixty-seven and 69/100 (267.69) feet to a point;

THENCE S 63°-08'-33" W by land now or formerly of the Town of Lexington, a distance of two hundred fifty-nine and 39/100 (259.39) feet to a point;

THENCE S 33°-33'-00" E by said land now or formerly of the Town of Lexington, a distance of one hundred twelve and 69/100 (112.69) feet to a point;

THENCE S 62°-54'-48" W by Lot #2 as shown on the Plan a distance of three hundred twenty-eight and 62/100 (328.62) feet to a point in the easterly side-line of Massachusetts Avenue;

THENCE Northwesterly along the easterly side-line of Massachusetts Avenue on a curve to the right with a radius of 2546.0 feet, an arc distance of two hundred nineteen and 82/100 (219.82) feet to a point;

THENCE N 25°-28'-00" W along the easterly side-line of Massachusetts Avenue, a distance of one hundred fifty-five and 14/100 (155.14) feet to the point of beginning.

Said parcel being 3.8519 acres in area, according to the Plan.

Said parcel has the benefit of or is subject to the following rights, easements, restrictions and agreements:

1. Land Disposition Agreement, dated October 31, 1983 by and between the Town of Lexington and Sydney Noyes Anderson, Inc. and recorded with said Registry in Book 15624 at Page 443.

2. First Amendment to Land Disposition Agreement, dated December 19, 1983, by and between the Town of Lexington and Sydney Noyes Anderson, Inc. and recorded with said Registry in Book 15624 at Page 492.
3. Second Amendment to Land Disposition Agreement, dated May 2, 1984, by and between the Town of Lexington and Sydney Noyes Anderson, Inc. and recorded with said Registry in Book 15624 at Page 497.
4. Deed dated June 11, 1984, from the Town of Lexington to R. Kirk Noyes, as trustee of Muzzey Realty Trust and recorded with said Registry in Book 15624 at Page 537.

EXHIBIT B

Unit Designation, Type, Area, Location
and Percentage of Interest of Units

Unit Number	Size Sq.Ft.	Percentage Interest
<u>BASEMENT AND FIRST FLOORS</u>		
Senior Center	10045 Sq.Ft.	4.80 % Interest
	Accessible from the entry vestibule and northeast public stair, this unit is comprised of a lobby, meeting room, kitchen, 4 offices, 2 classrooms, 4 bathrooms, 2 storage rooms, a health room, shop, library, gift shop, lounge, and conference room.	
<u>FIRST FLOOR</u>		
Unit 101	948 sq. ft.	1.54 % Interest
	Accessible from the elevator lobby, this unit contains Lvg, Dng, Kit, 2 Bdrms, & Bath.	
Unit 102	1305 Sq.Ft.	1.62 % Interest
	Accessible from the elevator lobby and directly from the exterior, this unit contains Lvg/Dng, Kit, 3 Bdrms, & 2 Baths.	
Unit 103	1192 Sq.Ft.	1.62 % Interest
	Accessible from the south western interior stairway and directly from the exterior, this unit contains Lvg/Dng, Kit, Entry, 3 Bdrms, & 2 Baths.	
Unit 104	1445 Sq.Ft.	1.78 % Interest
	Accessible from the south western interior stairway and directly from the exterior, this unit contains Lvg/Dng, Kit, Entry, 3 Bdrms, & 2 Baths.	
Unit 105	740 Sq.Ft.	1.17 % Interest
	Accessible directly from the southern exterior, this unit contains Lvg/Dng, Kit, 1 Bdrm, & Bath.	
Unit 106	1100 Sq.Ft.	1.68 % Interest
	Accessible directly from the southern exterior, this unit contains Lvg/Dng, Kit, 2 Bdrms, & Bath.	
Unit 107	1300 Sq.Ft.	1.78 % Interest
	Accessible directly from the eastern exterior, this unit contains Lvg/Dng, Kit, 3 Bdrms, & 2 Baths.	

Unit 110 1500 Sq.Ft. 1.82 % Interest
 Accessible from the elevator lobby and directly from
 the eastern exterior, this unit contains Lvg, Dng, Kit,
 3 Bdrms, & 2 Baths.

Unit 111 850 Sq.Ft. 1.17 % Interest
 Accessible from the eastern exterior, this unit
 contains Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 112 840 Sq.Ft. 1.19 % Interest
 Accessible from the eastern exterior, this unit
 contains Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 113 1080 Sq.Ft. 1.34 % Interest
 Accessible from the eastern exterior, this unit
 contains Lvg/Dng, Kit, Study, 1 Bdrm, & Bath.

Unit 114 1200 Sq.Ft. 1.76 % Interest
 Accessible from the eastern exterior, this unit
 contains Lvg, Dng, Kit, 1 Bdrm, & 1 1/2 Baths.

Unit 115 780 Sq.Ft. 1.04 % Interest
 Accessible from the eastern exterior, this unit
 contains Lvg, Dng, Kit, 1 Bdrm, & 1 1/2 Baths.

Unit 116 1000 Sq.Ft. 1.71 % Interest
 Accessible from the northern exterior, this unit
 contains Lvg/Dng, Kit, 2 Bdrms, & Bath.

FIRST AND SECOND FLOORS

Unit 108 1110 Sq.Ft. 1.68 % Interest
 Accessible from the eastern exterior and second floor
 public corridor, this two level unit contains Lvg/Dng,
 Kit, 2 Bdrms, & 1 1/2 Baths.

Unit 109 1067 Sq.Ft. 1.64 % Interest
 Accessible from the eastern exterior, this two level
 unit contains Lvg/Dng, Kit, 2 Bdrms, & Bath.

SECOND FLOOR

Unit 217 1100 Sq.Ft. 1.54 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 2 Bdrms, & 2 Baths.

Unit 218 760 Sq.Ft. 1.03 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 219 765 Sq.Ft. 1.03 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 220 985 Sq.Ft. 1.42 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 2 Bdrms, & Bath.

Unit 221 650 Sq.Ft. .99 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 222 660 Sq.Ft. .99 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 223 786 Sq.Ft. 1.12 % Interest
Accessible from the public corridor and from the
western exterior, this unit contains Lvg/Dng, Kit,
Entry, 1 Bdrm, & Bath.

Unit 224 605 Sq.Ft. .84 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 225 590 Sq.Ft. .84 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 226 638 Sq.Ft. .92 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 227 610 Sq.Ft. .92 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 228 810 Sq.Ft. 1.36 % Interest
Accessible from the public corridor, adjacent to the
south western stairway, this unit contains Lvg/Dng,
Kit, 2 Bdrms, & Bath.

Unit 229 1328 Sq.Ft. 1.82 % Interest
Accessible from the south eastern stairway and the
public corridor, this unit contains Lvg/Dng, Kit,
Study, 2 Bdrms, & 2 Baths.

Unit 233 1210 Sq.Ft. 1.76 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 2 Bdrms, & 2 Baths.

Unit 235 1017 Sq.Ft. 1.42 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 236 1014 Sq.Ft. 1.71 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 2 Bdrms, & 1 1/2 Baths.

Unit 237 835 Sq.Ft. 1.10 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 1 Bdrm, & Bath.

SECOND AND THIRD FLOORS

Unit 230 1492 Sq.Ft. 1.42 % Interest
 Accessible from the public corridor on both floors,
 this multi-level unit contains Lvg/Dng, Kit, Study, 1
 Bdrm, 1 1/2 Baths, and storage area.

Unit 231 1162 Sq.Ft. 1.29 % Interest
 Accessible from the public corridor on both floors,
 this multi-level unit contains Lvg/Dng, Kit, Study, 1
 Bdrm, 1 1/2 Baths, and storage area.

Unit 232 1515 Sq.Ft. 1.63 % Interest
 Accessible from the public corridor on both floors,
 this multi-level unit contains Lvg/Dng, Kit, Study, 2
 Bdrms, 1 1/2 Baths, and storage area.

Unit 234 1341 Sq.Ft. 1.44 % Interest
 Accessible from the public corridor on both floors,
 this multi-level unit contains Lvg/Dng, Kit, 2 Bdrms, 1
 1/2 Baths, loft, and storage area.

THIRD FLOOR

Unit 338 990 Sq.Ft. 1.54 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 2 Bdrms, & 2 Baths.

Unit 339 617 Sq.Ft. .93 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 340 633 Sq.Ft. .93 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 341 978 Sq.Ft. 1.43 % Interest
 Accessible from the public corridor, this unit contains
 Lvg/Dng, Kit, 2 Bdrms, & Bath.

Unit 342 680 Sq.Ft. .99 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 343 700 Sq.Ft. 1.17 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 344 753 Sq.Ft. 1.17 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 345 718 Sq.Ft. .99 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 346 554 Sq.Ft. .84 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 347 570 Sq.Ft. .87 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 348 648 Sq.Ft. .92 % Interest
Accessible from the public corridor, this unit
contains, Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 349 715 Sq.Ft. .91 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 350 708 Sq.Ft. .94 % Interest
Accessible from the public corridor, adjacent to the
south western stairway, this unit contains Lvg/Dng,
Kit, 1 Bdrm, & Bath.

Unit 351 935 Sq.Ft. 1.44 % Interest
Accessible from the public corridor, adjacent to the
south western stairway, this unit contains Lvg/Dng,
Kit, Study, 1 Bdrm, & Bath.

Unit 352 832 Sq.Ft. 1.32 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 353 856 Sq.Ft. 1.32 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 354 835 Sq.Ft. 1.24 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm. & Bath.

Unit 355 1045 Sq.Ft. 1.71 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 2 Bdrms & 1 1/2 Baths.

Unit 356 749 Sq.Ft. 1.10 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 357 570 Sq.Ft. .91 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 358 595 Sq.Ft. .92 % Interest
Accessible from the public corridor adjacent to the
northeast stairway; this unit contains Lvg/Dng, Kit, 1
Bdrm, & Bath.

FOURTH FLOOR

Unit 459 1145 Sq.Ft. 1.54 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 2 Bdrms, 1 1/2 Baths, & Deck.

Unit 462 1045 Sq.Ft. 1.24 % Interest
Accessible from the public corridor adjacent to the
northwest stairway, this unit contains Lvg/Dng, Kit, 1
Bdrm, Bath, & Deck.

Unit 465 612 Sq.Ft. 1.04 % Interest
Accessible from the public corridor, this split level
unit contains Lvg/Dng, Kit, 1 Bdrm, & Bath.

Unit 471 1620 Sq.Ft. 1.82 % Interest
Accessible from the public corridor, this unit contains
Lvg/Dng, Kit, 2 Bdrms, 2 Baths, & Deck.

FOURTH AND LOFT FLOORS

Unit 460 876 Sq.Ft. 1.55 % Interest
 Accessible from the public corridor, this multi-leveled
 unit contain, Lvg/Dng, Kit, 2 Bdrms, & Bath.

Unit 461 890 Sq.Ft. 1.54 % Interest
 Accessible from the public corridor, this multi-leveled
 unit contains Lvg/Dng, Kit, 2 Bdrms, & Bath.

Unit 463 1138 Sq.Ft. 1.46 % Interest
 Accessible from the public corridor, this two level
 unit contains Lvg/Dng, Kit, 2 Bdrms, Bath, & Deck.

Unit 464 787 Sq.Ft. 1.59 % Interest
 Accessible from the public corridor, this multi-level
 unit contains Lvg/Dng, Kit, 2 Bdrms, & Bath.

Unit 466 1446 Sq.Ft. 1.82 % Interest
 Accessible from the public corridor, this two level
 unit contains Lvg, Dng, Kit, 2 Bdrms, Bath, & Deck.

Unit 467 1293 Sq.Ft. 1.76 % Interest
 Accessible from the public corridor, this two level
 unit contains Lvg, Dng, Kit, 2 Bdrms, 2 Baths, & Deck.

Unit 468 1302 Sq.Ft. 1.81 % Interest
 Accessible from the public corridor, this two level
 unit contains Lvg, Dng, Kit, 2 Bdrms, 2 Baths, & Deck.

Unit 469 1280 Sq.Ft. 1.79 % Interest
 Accessible from the public corridor, this two level
 unit contains Lvg, Dng, Kit, 2 Bdrms, 2 Baths, & Deck.

Unit 470 964 Sq.Ft. 1.52 % Interest
 Accessible from the public corridor this two level unit
 contains Lvg/Dng, Kit, 1 Bdrm, 1 1/2 Baths, & Deck.

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EXHIBIT C

Unit Plans

See plan No. 591 of 1185

EXHIBIT D

Plot Plan Showing Building Location

see plan No. 5918/985