

MASTER DEED

OF THE

CHAPEL HILL WEST CONDOMINIUM

INTRODUCTION

The following documents are the basic "instruments" that establish a condominium and provide for its continued existence and administration.

Master Deed This is the document which, when recorded with the Registry of Deeds, creates the condominium in accordance with the provisions of Massachusetts General Law C.183A. The Master Deed sets forth, among other things, a description of the premises which are to become a condominium, a description of each unit within the condominium, a description of the areas common to the unit owners, and sets forth the percentage of ownership which the owner of each unit will have in this common area.

Condominium Trust The Trust is the basic document which provides the mechanism by which the condominium will be administered and governed. In addition to basic provisions of the Trust and its purposes, it contains By-Laws of the condominium which define the powers and duties of the trustees as well as various provisions relating to the management of the condominium, any improvements to the condominium, and the master insurance policies. It also contains requirements for meetings of trustees and unit owners and provisions for setting forth the Rules and Regulations for the condominium community.

Rules and Regulations These are to be found within the Trust document. Every condominium community such as Chapel Hill West needs certain rules and regulations which unit owners must follow in order to provide for a smoothly functioning system. A set of Rules and Regulations has been set forth by the initial trustees pursuant to the By-Laws and covers a host of policies from pets to the solicitation of business within the community. These rules and regulations are, of course, subject to revision and amendment by the unit owners through their trustees in accordance with the provisions of the By-Laws.

MASTER DEED OF THE CHAPEL HILL WEST CONDOMINIUM

ANDREW J. LANE, of 1500 Worcester Road, Framingham, Massachusetts, the sole owner of the premises in Framingham, Middlesex County, Massachusetts, hereinafter described by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183 A of the General Laws of Massachusetts, proposes to create and hereby does create with respect to said premises a condominium to be governed by and subject to the provisions of Chapter 183 A and to that end declares and provides the following:

1. Name. The name of the Condominium shall be:
Chapel Hill West Condominium

2. Description of land.

The premises which constitute the condominium consists of a certain parcel of land together with the buildings and the improvements thereon, situated in Framingham, Middlesex County, Massachusetts, on the Southerly side of Worcester Road and shown as Parcel A on a plan entitled "Plan of Land in Framingham, Mass., Owned by: Parcel A - Andrew J. Lane, Parcel B - Chapel Hill Associates, Scale: 1" = 40', dated January 21, 1974, by MacCarthy Engineering Service, Inc., Natick and South Harwich, Mass., to be recorded herewith and bounded and described, according to said plan as follows:

NORTHERLY by Worcester Road, as shown on a plan herein-
after mentioned, in three courses measuring
371.50', 190.40' and 193.42' respectively;

EASTERLY and
SOUTHEASTERLY by Parcel "B" as shown on said plan in two
courses, measuring 130.11' and 181.74'
respectively;

SOUTHERLY and
SOUTHWESTERLY in four courses, measuring by other land of
this grantor, as shown on said plan, 17.28',
170.73', 121.30' and 307.59' respectively;

WESTERLY by land now or formerly of Commonwealth of
Massachusetts, as shown on said plan in three
courses, measuring 94.65', 126.31' and 80.54'
respectively.

Containing 198,516 square feet or 4.557 acres, more or less.

The premises are conveyed subject to and with the benefit of a
right of way, through, under and across those areas within Parcel
B marked "Right of Way" and "25' Right of Way" on said above
mentioned plan, said right of way being for the benefit of said
Parcels A and B and their successors and assigns for the following
purposes:

(a) To pass and repass by foot and by vehicle over and
across said right of way areas; and (b) to lay, construct, use,
operate, maintain, improve, repair and replace any and all
public and private utilities, including, but not limited to,
pipes, lines, wires, conduits for drain, storm, sewer and
sanitary sewer purposes and for gas, water, electricity,

Unit Deed . This is the instrument which, when executed, delivered and recorded, gives title to the unit and its respective % of ownership in the common area to the Buyer.

The above are non-technical descriptions only. For any specific area of inquiry, an inspection of Massachusetts General Law C. 183A and the specific documents should be made. Be sure to have your lawyer go over all of these documents.

Note

The following condominium documents have not yet been recorded with the appropriate Registry of Deeds. Sponsor reserves the right to make changes in these documents before recording.

MASTER DEED OF THE CHAPEL HILL WEST CONDOMINIUM

*
ANDREW J. LANE, of 1500 Worcester Road, Framingham, Massachusetts, the sole owner of the premises in Framingham, 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, proposes to create and hereby does create with respect to said premises a condominium to be governed by and subject to the provisions of Chapter 183A and to that end declares and provides the following:

1. Name. The name of the Condominium shall be:

Chapel Hill West Condominium

2. Description of land.

The premises which constitute the condominium consists of a certain parcel of land together with the buildings and the improvements thereon, situated in Framingham, Middlesex County, Massachusetts, on the Southerly side of Worcester Road and shown as Parcel A on a plan entitled "Plan of Land in Framingham, Mass., Owned by: Parcel A - Andrew J. Lane, Parcel B - Chapel Hill Associates, Scale: 1" = 40', dated January 21, 1974, by MacCarthy Engineering Service, Inc., Natick and South Harwich, Mass., to be recorded herewith and bounded and described, according to said plan as follows:

NORTHERLY by Worcester Road, as shown on a plan hereinafter mentioned, in three courses measuring 371.50', 190.40', and 193.42' respectively;

EASTERLY and
SOUTHEASTERLY by Parcel "B" as shown on said plan in two courses, measuring 130.11' and 181.74' respectively;

SOUTHERLY and
SOUTHWESTERLY in four courses, measuring by other land of this grantor, as shown on said plan, 117.28', 170.73', 121.30', and 307.59' respectively;

WESTERLY by land now or formerly of Commonwealth of Massachusetts, as shown on said plan in three courses, measuring 94.65', 126.31', and 80.54' respectively.

Containing 198,516 square feet or 4.557 acres, more or less. The premises are conveyed subject to and with the benefit of a right of way, through, under and across those areas within Parcel B marked "Right of Way" and "25' Right of Way" on said above mentioned plan, said right of way being for the benefit of said Parcels A and B and their successors and assigns for the following purposes:

(a) To pass and repass by foot and by vehicle over and across said right of way areas; and (b) to lay, construct, use, operate, maintain, improve, repair, and replace any and all public and private utilities, including, but not limited to, pipes, lines, wires, conduits for drain, storm, sewer and sanitary sewer purposes and for gas, water, electricity, telephone, teletype and telegraph services, all of said utilities shall be placed underground; subject to and with the obligation of the owner of said Parcel "A", its successor or assign, exercising rights under said easement, to restore at its expense, all lands and utilities disrupted or damaged by the exercise of said rights to substantially the same condition as existed prior thereto.

Said premises are also conveyed subject to and with the benefit of the 20' wide "utility easement" described in a deed to I.M.G. Associates, Inc., dated September 30, 1970, recorded with said Deeds, Book 11897, Page 340.

The grantor/sponsor hereby excepts herefrom that portion of the said building consisting of 74 parking spaces located in the covered garage section, said parking spaces are numbered consecutively and are shown as part of Exhibit B attached hereto and incorporated herein, and the grantor/sponsor reverses to himself, his heirs and assigns the right to pass and repass over and across those common areas that provide access to the reserved garage spaces.

Said premises are also conveyed subject to and with the benefit of a certain "Easement Agreement" dated December 13, 1972 recorded at Middlesex South District Registry of Deeds in Book 122346, Page 112.

Said premises are further subject to and with the benefit of an easement to New England Tel. & Tel. and Boston Edison Co., dated November 7, 1972, recorded with said Deeds in Book 12328, Page 430.

3. Description of building.

The building is a six story structure, which is divided into three (3) sections together, containing a total of 168 unit (constructed principally of reinforce concrete and glass).

4. Designation of units and their boundaries.

The condominium units (hereinafter referred to as "the Units" and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications thereof are as set forth in Exhibit A

hereto annexed and on the floor plans also hereto annexed as Exhibit B. the boundaries of each of the Units with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

- (a) Floors: The upper surface of the finish floor.
- (b) Ceilings: The plane of the lower surface of the ceiling.
- (c) Interior Building Walls: The interior surface of the finish wall.
- (d) Corridor Walls: The face of the interior wall studding.
- (e) Exterior Building Walls, Doors and Windows:

As to walls, if said wall is constructed of solid concrete, the plane of the interior surface of the wall; if said wall contains steel studding then to the face of said studding. As to doors, the exterior surface thereof. As to windows, the exterior surfaces of the glass and of the window frames.

- (f) Balconies: As to each unit with a balcony, there shall be included, notwithstanding paragraph 4(d) above, the entire balcony, measured from its exterior surface.
- (g) Permission is granted to allow the installation and maintenance of two (2) interior doors, one connecting Units 508 and 510 and the other connecting Units 510 and 512. Such permission is granted to enable John J. Prindiville Jr., and Louwalmine J. Prindiville, prospective buyers of Units 508, 510, and 512, to use said units as one residence. Such permission shall inure to the benefit of the said John J., and Louwalmine J. Prindiville, their heirs, executors, successors and assigns. Such permission shall remain in effect so long as the three said units, or any two of them, are used as a single residence, provided, however, that such permission shall not be terminated unless and until any first mortgagee or mortgagees of said units shall consent, in writing, to such termination.
- (h) There is added to and included in Unit 608 in said condominium the "penthouse" located above said Unit consisting of elevator foyer, a family room, toilet, sauna and closet. There is also

included as part of said Unit the area between the upper surface of the finish floor of said penthouse and the lower plane of the surface of the ceiling of the original Unit 608. Said penthouse is shown on a plan entitled "Alterations to Exercise Room and Apt. 608" by A. A. Trulli Assoc., Inc., to be recorded herewith.

5. Common areas and facilities. The common areas and facilities of the Condominium consist of:

- (a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;
- (b) The foundations, structural columns, girders, beams, supports, exterior walls, exterior balcony walls, roof and entrances and exits of the Building and common walls within the Building;
- (c) The entrance lobbies, halls and corridors serving more than one Unit and the mailboxes, closets, fire extinguishers and other facilities therein, stairways, and elevators;
- (d) Installations of central services such as power, light, gas, hot, and cold water, heating, air conditioning and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);
- (e) All conduits, chutes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;
- (f) All heating apparatus and other common equipment wherever located in, on or around the Building;
- (g) The lobby areas, building office areas situated on the covered parking level of the building;

- (h) The yards, lawns, gardens, walkways and the improvements thereon and thereof including walls, bulkheads, railings, steps and lighting fixtures and planters;
- (i) The recreational facilities located on the premises.
- (j) The storage area located in the covered garage section of the building. Each unit shall however, have an exclusive easement for the use of one storage facility which is numbered to correspond to the unit number designation.
- (k) Such additional common areas and facilities as may be defined in G.L. Chapter 183A.

The common areas and facilities shall be subject to the provisions of the By-Laws of the Chapel Hill West Condominium Trust, hereinafter referred to, and to rules and regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners and payments required therefor.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the following percentages set forth opposite each Unit, such percentages being determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the units on this date: A table of such units and the percentage of ownership factor is attached hereto as Exhibit B and incorporated herein.

The premises to be included in said condominium are the seventy-four (74) parking spaces located in the covered garage section, said parking spaces being numbered consecutively and being shown on a plan recorded with said Master Deed in Book 12645, Page 243.

The grantor/sponsor reserves to himself, his heirs and assigns the right to pass and repass over and across those common areas that provide access to said garage spaces.

The grantor/sponsor also reserves to himself; his heirs and assigns the right to sell, lease or rent such parking spaces and the right to grant easements for the use of such spaces, provided, however, that no space shall be sold, leased or rented and no easement shall be granted to any person or persons who are not owners of units in the said Chapel Hill West Condominium.

The underground parking garage in said condominium is modified by substituting for parking spaces numbers 14A, 15A, 16A, and 17A as shown on a plan recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243, the exercise room, men's room and sauna, women's room and sauna and the game room as shown on a plan entitled "Exercise Room and Saunas" by A.A. Trulli Assoc., Inc. to be recorded herewith.

5.1 Parking spaces. Notwithstanding any other language in this Master Deed, the Confirmatory Master Deed or any amendment to this Master Deed, the 74 Parking spaces referred to in the "Confirmatory Master Deed of the Chapel Hill West Condominium" dated January 28, 1975 and recorded in Middlesex South Registry of Deeds at Book 12754, Page 228 are hereby defined as being "Limited Common Elements" of said condominium meaning and intending to mean thereby that each unit owner who has received a deed to a parking space from the Grantor/Sponsor of this Condominium, or its successors and assigns, whether by way of deed or right to use has the exclusive right to use said space or spaces which "right to use" runs concurrently with said individual's ownership of his condominium unit or units and must be conveyed when said unit owner no longer owns units in this condominium, his right to use expiring and lapsing on the date of conveyance of his last unit and that as part of retaining the privilege of the exclusive right to use said parking space or spaces, the said unit owner is obliged to pay for and reimburse the Chapel Hill West Condominium Trust of and from any and all costs and expenses related to the repair, maintenance, upkeep and operation of said parking space or spaces which are defined as having the physical boundaries of:

Floors: From the top of the slab or foundation footings facing upward toward the garage.

Ceilings: From the unpainted surface of the ceiling facing down.

Walls: Where applicable, from the unpainted surface of the walls facing in.

Sides: From floor to ceiling along a plane defined as being the parking space on the parking plan filed with the Master Deed, as from time to time amended.

General: Included with the garage area common to all garage spaces, the expenses of the repair, replacement and maintenance of which are to be equally divided among each of the garage spaces are all lighting and electrical fixtures within the defined space as well as all exhaust fans in the garage area.

Doors, windows and frames supporting the same are included within the garage area.

All expenses attributable thereto with regard to maintenance, repairs, upkeep and improvements are and shall be charged to the individuals who have the exclusive use of said common spaces proportionally in accordance with the number of spaces owned by them to be added to and made a part of their common fee for their condominium unit or units, the collection of which shall be enforced in the same manner as provided for in the Chapel Hill West Condominium Trust and General Laws Ch. 183A of the Commonwealth of Massachusetts for the collection of common fees. Said costs and expenses include, by way of illustration and not by way of limitation:

A. FIXED COSTS

1. Electricity
 - a. Garage Lighting
 - b. Garage Exhaust Fans
2. Labor
 - a. Sweeping
 - b. Bulb Changing
3. Supplies
 - a. Bulbs

B. VARIABLE COSTS

1. Parking Space Lines
2. Painting
3. Floor Patching
4. Fixtures
5. Supplies

No parking space shall be sold, leased or conveyed except to persons who own units or who reside in the condominium.

There is hereby reserved to the Condominium Trust and all of the Unit Owners of said Condominium, their guests and invitees a right of way to use the passageways for purposes of access and egress to and from the Condominium building, including the right to drive motor vehicles over said passageways, stop to allow passengers to alight or enter vehicles and for the purpose of picking up or dropping off passengers and there is further reserved to the Condominium Trust and all of the Unit Owners of the Condominium, their guests and invitees the right to use of the exercise rooms and use and access to storage area for such purposes as said rooms are intended.

Each and every of the persons currently entitled to the exclusive use of a garage space as aforesaid hereby for themselves, their heirs, successors and assigns consent to the above amendment which shall be effective from and after the recording of this document with the aforesaid Registry of Deeds.

Whereas certain areas of the garage are used by individuals within the Condominium and the Condominium Trust even though they do not have the exclusive right to use parking spaces in the garage, a pro rata share of the common garage expenses (except painting of parking space dividing lines) shall be borne by the Condominium Trust. Said pro rata share is hereby defined to be 30% of the common expenses attributable to the garage area.

6. Floor plans. The floor plans of the Building, showing the layout, location, Unit numbers and dimensions of Units, stating the name of the Building and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully, accurately depict the same as built are attached hereto as Exhibit C and incorporated herein.

7. Purposes: The purposes for which the Buildings and the Units and other facilities therein are intended to be used are as follows:

The units except for the exception hereinafter set forth shall be used solely for residential purposes by not more than one (1) family unit nor more than three (3) unrelated persons subject to the restrictions set forth in the following Section 8.

The Grantor may, until all of said Units have been sold by said Grantor, (a) lease Units which have not been sold and (b) use any Units owned by the Grantor as models for display for purposes of sale or leasing of Units. In addition, until all of the units are sold the grantor may use one unit of the Condominium for the purposes of a sales office.

Nothing in this Master Deed or in the Chapel Hill West Condominium Trust shall be construed as prohibiting a unit owner from renting or leasing any unit or units owned by him for residential purposes."

8. Restrictions on use. Unless otherwise permitted by instrument in writing duly executed by a majority of the trustees of Chapel Hill West Condominium Trust then in office and pursuant to the provisions of the By-Laws thereof

(a) No Unit shall be used for any purpose other than a purpose permitted under Section 7 above;

(b) The architectural integrity of the building and the Units shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony enclosures, 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 such unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Commonwealth of Massachusetts, ordinances of the Town of Framingham, with the By-Laws of the Chapel Hill West Condominium Trust and any rules and regulations which may be adopted pursuant thereto. Said restrictions shall be for the benefit of the Unit owners and the Trustees of The Chapel Hill West Condominium Trust and shall be administered on behalf of said owners of said Trustees and shall be enforceable solely by said Unit owners or Trustees, insofar as permitted by law and shall 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 thereof.

(d) ENFORCEMENT - The obligations, rights and liabilities set forth in Mass. G.L. Ch. 183(A), (hereinafter called "Ch. 183A"), this Master Deed, By-Laws and Rules and Regulations MAY BE ENFORCED BOTH IN LAW AND IN EQUITY. Further, in the event of any violation of Ch. 183A, the Master Deed or By-Laws or Rules and Regulations by any Unit Owner, his guests, invitees and licensees, as well as his tenants and those holding under them; there shall be a series of fines levied against each such Unit Owner and tenant or such other person which shall be the personal liability of the Unit Owner and/or tenants and which shall be charged to them and become part of the common charges attributable to said Unit and which, whether deemed part of the common charges or not, shall be collected in the same manner as provided for in the collection of common charges. They shall amount to a lien against the Unit in the same manner as other liens established pursuant to and under Mass. G.L. Ch. 183A. Said lien may be established and enforced in the same manner as the lien under G.L. Ch. 183A.

For each day that a violation or infringement exists, it shall be considered a separate violation.

Fines shall be cumulative and shall be assessed as follows:

1. For the first offense the fine shall be Ten (\$10.00) Dollars;
2. For the second offense the fine shall be Fifteen (\$15.00) Dollars; and
3. For the third and each subsequent offense the fine shall be Twenty (\$20.00) Dollars each.

Fines may be suspended by the Board of Trustees, after hearing, upon application for good cause shown to them.

Violations shall be deemed to exist after a determination by the Board of Trustees that the same exists. The Trustees may vacate such finding upon application by the alleged violator, hearing and upon sufficient evidence presented to the Trustees that such violation does not in fact exist, or if it exists, just cause for its existence is presented and accepted.

9. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities and (b) signed and acknowledged by a majority of the Trustees of the Chapel Hill West Condominium Trust, it being the responsibility of the Trustees to have the instrument properly executed by a majority of the Trustees once the said amendment instrument has been signed by the required number of owners of units, and (c) duly registered with the Middlesex County 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 has 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 which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or

insurance company or a purchase money second mortgage held by the Grantor or his heirs or assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

† (e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of any force or effect.

10. Trust: The Trust through which the Unit owners will manage and regulate the Condominium established hereby is The Chapel Hill West Condominium Trust under Declaration of Trust dated _____, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder.

The names and addresses of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

1. Andrew J. Lane
1500 Worcester Road
Framingham, Massachusetts
2. John P. Garrahan
c/o Sheridan, Garrahan, McQuade & Lander
160 Cochituate Road
Framingham, Massachusetts
3. John H. LaChance
c/o Sheridan, Garrahan, McQuade & Lander
160 Cochituate Road
Framingham, Massachusetts

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

11. The Units and common areas and facilities and the Unit owners and Trustees of The Chapel Hill West 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 of The Chapel Hill West Condominium Trust and the by-laws set forth therein, shall be governed by provisions of

Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

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

IN WITNESS WHEREOF, on this _____ day of _____, 19____, Andrew J. Lane, has signed and sealed this Condominium Master Deed.

Andrew J. Lane

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

_____19

Then personally appeared the above-named ANDREW J. LANE and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public

EXHIBIT A
TO MASTER DEED

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
101	First Flr	1355 sq ft	L&D, 2ER, Bal, 2Baths, Kit.	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances, storage areas, recreational facil.
102	"	"	"	"
103	"	"	"	"
104	"	"	"	"
105	"	"	"	"
106	"	"	"	"
107	"	1571 sq ft	L&D, 3ER, Bal, 2Baths, Kit.	"
108	"	1767 sq ft	L&D, 3ER, 2Baths, Kit Bal.	"
109	"	1645 sq ft	L&D, 3ER, 2Baths, Kit	"
110	"	1767 sq ft	L&D, 3ER, 2 Baths, Kit Bal.	"
111	"	973 sq ft	L&D, ER, Kit Bath, Bal	"
112	"	"	"	"
113	"	"	"	"
114	"	"	"	"
115	"	"	"	"
116	"	"	"	"
117	"	"	"	"
118	"	"	"	"
119	"	1645 sq ft	L&D, 3ER, Bal 2 Baths, Kit	"
120	"	1767 sq ft	L&D, 3ER, 2 Baths, Kit, Bal.	"
121	"	1571 sq ft	L&D, 3ER, Bal 2Baths, Kit	"
122	"	1767 sq ft	L&D, 3ER, Bal 2Baths, Kit	"
123	"	1355 sq ft	L&D, 2ER, Bal 2Baths, Kit	"
124	"	"	"	"
125	"	"	"	"

126	"	"	"	"
127	"	"	"	"
128	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
201	Second Flr	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances
202	"	"	"	storage areas, recreational facil.
203	"	"	"	"
204	"	"	"	"
205	"	"	"	"
206	"	"	"	"
207	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
208	"	1767 sq ft	L&D, 3BR, Kit 2Baths, Bal	"
209	"	1645 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
210	"	1767 sq ft	L&D, 3BR, Kit 2Baths, Bal	"
211	"	973 sq ft	L&D, BR, Kit Bath, Bal	"
212	"	"	"	"
213	"	"	"	"
214	"	"	"	"
215	"	"	"	"
216	"	"	"	"
217	"	"	"	"
218	"	"	"	"
219	"	1645 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
220	"	1767 sq ft	L&D, 3BR, Kit 2Baths, Bal	"
221	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
222	"	1767 sq ft	L&D, 3BR, Kit 2Baths, Bal	"
223	"	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	"
224	"	"	"	"
225	"	"	"	"
226	"	"	"	"
227	"	"	"	"
228	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
301	Third Flr	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances
302	"	"	"	storage areas, recreational facil.
303	"	"	"	"
304	"	"	"	"
305	"	"	"	"
306	"	"	"	"
307	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
308	"	1767 sq ft	"	"
309	"	1645 sq ft	"	"
310	"	1767 sq ft	"	"
311	"	973 sq ft	L&D, BR, Kit, Bath, Bal.	"
312	"	"	"	"
313	"	"	"	"
314	"	"	"	"
315	"	"	"	"
316	"	"	"	"
317	"	"	"	"
318	"	"	"	"
319	"	1645 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
320	"	1767 sq ft	"	"
321	"	1571 sq ft	"	"
322	"	1767 sq ft	"	"
323	"	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	"
324	"	"	"	"
325	"	"	"	"
326	"	"	"	"
327	"	"	"	"
328	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
401	Fourth Flr	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances storage areas, rec- reational facil.
402	"	"	"	"
403	"	"	"	"
404	"	"	"	"
405	"	"	"	"
406	"	"	"	"
407	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
408	"	1767 sq ft	"	"
409	"	1645 sq ft	"	"
410	"	1767 sq ft	"	"
411	"	973 sq ft	L&D, BR, Kit Bath, Bal	"
412	"	"	"	"
413	"	"	"	"
414	"	"	"	"
415	"	"	"	"
416	"	"	"	"
417	"	"	"	"
418	"	"	"	"
419	"	1645	L&D, 3BR, Bal 2Baths, Kit	"
420	"	1767 sq ft	"	"
421	"	1571 sq ft	"	"
422	"	1767 sq ft	"	"
423	"	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	"
424	"	"	"	"
425	"	"	"	"
426	"	"	"	"
427	"	"	"	"
428	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
501	Fourth Flr	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances
502	"	"	"	storage areas, rec- reational facil.
503	"	"	"	"
504	"	"	"	"
505	"	"	"	"
506	"	"	"	"
507	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
508	"	1767 sq ft	"	"
509	"	1645 sq ft	"	"
510	"	1767 sq ft	"	"
511	"	973 sq ft	L&D, BR, Kit Bath, Bal	"
512	"	"	"	"
513	"	"	"	"
514	"	"	"	"
515	"	"	"	"
516	"	"	"	"
517	"	"	"	"
518	"	"	"	"
519	"	1645	L&D, 3BR, Bal 2Baths, Kit	"
520	"	1767 sq ft	"	"
521	"	1571 sq ft	"	"
522	"	1767 sq ft	"	"
523	"	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	"
524	"	"	"	"
525	"	"	"	"
526	"	"	"	"
527	"	"	"	"
528	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
601	Fourth Flr	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	Corridor, elevators, stairwells, service areas, laundry rms, compactor rooms, building entrances storage areas, recreational facil.
602	"	"	"	"
603	"	"	"	"
604	"	"	"	"
605	"	"	"	"
606	"	"	"	"
607	"	1571 sq ft	L&D, 3BR, Bal 2Baths, Kit	"
608	"	2986 sq ft	*	*
609	"	1645 sq ft	"	"
610	"	1767 sq ft	"	"
611	"	973 sq ft	L&D, BR, Kit Bath, Bal	"
612	"	"	"	"
613	"	"	"	"
614	"	"	"	"
615	"	"	"	"
616	"	"	"	"
617	"	"	"	"
618	"	"	"	"
619	"	1645	L&D, 3BR, Bal 2Baths, Kit	"
620	"	1767 sq ft	"	"
621	"	1571 sq ft	"	"
622	"	1767 sq ft	"	"
623	"	1355 sq ft	L&D, 2BR, Bal 2Baths, Kit	"
624	"	"	"	"
625	"	"	"	"
626	"	"	"	"
627	"	"	"	"
628	"	"	"	"

* Unit 608 now is described as being: sixth floor and penthouse; 2986 square feet; and living room and dining room, 3 bedrooms; balcony, three bathrooms, kitchen, family room, sauna, closet and elevator foyer.

EXHIBIT B

UNIT DESIGNATIONS AND THEIR RESPECTIVE PERCENTAGE OF OWNERSHIP
IN THE COMMON AREAS

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
101	.543071
102	.605493
103	.543071
104	.605493
105	.543071
106	.605493
107	.674157
108	.761548
109	.674157
110	.761548
111	.418227
112	.480649
113	.418227
114	.480649
115	.418227
116	.480649
117	.418227
118	.480649
119	.674157
120	.761548
121	.674157
122	.761548
123	.543071
124	.605493
125	.543071
126	.605493
127	.543071
128	.605493
201	.549313
202	.611735
203	.549313
204	.611735
205	.549313
206	.611735
207	.680399
208	.767790
209	.680399
210	.767790
211	.424469
212	.486891
213	.424469

UNIT NO.% OF OWNERSHIP IN
COMMON AREA

214	.486891
215	.424469
216	.486891
217	.424469
218	.486891
219	.680399
220	.767790
221	.680399
222	.767790
223	.549313
224	.611735
225	.549313
226	.611735
227	.549313
228	.611735
301	.555555
302	.617977
303	.555555
304	.617977
305	.555555
306	.617977
307	.686641
308	.774032
309	.686641
310	.774032
311	.430711
312	.493133
313	.430711
314	.493133
315	.430711
316	.493133
317	.430711
318	.493133
319	.686641
320	.774032
321	.686641
322	.774032
323	.555555
324	.617977
325	.555555
326	.617977
327	.555555
328	.617977
401	.561797
402	.624219

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
403	.561797
404	.624219
405	.561797
406	.624219
407	.692883
408	.780274
409	.692883
410	.780274
411	.436954
412	.499375
413	.436954
414	.499375
415	.436954
416	.499375
417	.436954
418	.499375
419	.692883
420	.780274
421	.692883
422	.780274
423	.561797
424	.624219
425	.561797
426	.624219
427	.561797
428	.624219
501	.568039
502	.630641
503	.568039
504	.630641
505	.568039
506	.630641
507	.699126
508	.786516
509	.699126
510	.786516
511	.443196
512	.505617
513	.443196
514	.505617
515	.443196
516	.50617
517	.443196
518	.50617
519	.699126
520	.786516

UNIT NO.% OF OWNERSHIP IN
COMMON AREA

521	.699126
522	.786516
523	.568039
524	.630641
525	.568039
526	.630641
527	.568039
528	.630641
601	.574282
602	.63704
603	.574282
604	.636704
605	.574282
606	.636704
607	.705368
608	.792759
609	.705368
610	.792759
611	.449438
612	.511860
613	.449348
614	.511860
615	.449438
616	.511860
617	.449438
618	.511860
619	.705368
620	.792759
621	.705368
622	.792759
623	.574282
624	.636704
625	.574282
626	.636704
627	.574282
628	.636704

THE CHAPEL HILL WEST
CONDOMINIUM TRUST

This DECLARATION OF TRUST made this day of ,19
at Framingham, in the County of Middlesex, Commonwealth of
Massachusetts, by Andrew J. Lane of Southboro, Massachusetts,
John P. Garrahan of Framingham, Massachusetts and John H.
LaChance of Framingham, Massachusetts (hereinafter called the
Trustees, which term and pronoun referring thereto shall be
deemed to include their successors in trust hereunder and to
mean the trustee or the trustees for the time being hereunder,
wherever the context so permits).

ARTICLE I

Name of Trust

The trust created hereby shall be known as the Chapel Hill
West Condominium Trust and under that name, so far as legal,
convenient and practicable, shall all business carried on by the
Trustees be conducted and shall all instruments in writing by
the Trustees be executed.

ARTICLE II

The Trust and Its Purpose

Section 1. All of the rights and powers in and with respect
to the common areas and facilities of the Chapel Hill West
Condominium established by a Master Deed of even date and
recorded herewith which are virtue of the provisions of Chapter
183A of the Massachusetts General Laws conferred upon or
exercisable by the organization of unit owners of said
Condominium and all property, real and personal, tangible and
intangible, conveyed too the Trustees hereunder shall vest in
the Trustees as joint tenants with right of survivorship as
trustees of this trust, in trust to exercise, manage, administer
and dispose of the same and to receive the income thereof for
the benefit of the owners of record from time to time of the
Units of said Condominium (hereinafter called the Unit Owners),
according to the schedule of undivided beneficial interests in
the common areas and facilities (hereinafter referred to as the
"beneficial interests") set forth in Article IV hereof and in
accordance with the provisions of said Chapter 183A; this trust
being the organization of the unit owners established pursuant
to the provisions of Section 10 of said Chapter 183A for the
purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and
not a partnership has been created and that the Unit Owners are

cestuis que trustent and not partners or associates nor in any other relation whatever between themselves with respect to the trust property and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III

Section 1. There shall at all times be five (5) Trustees as shall be determined by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder. Until Andrew J. Lane or an entity affiliated with Andrew J. Lane has sold 158 units, he or it shall be entitled to designate one such Trustee. Beginning with the annual meeting in the year 1982 the Trustees shall be elected by a vote of the Unit Owners as set forth above for the following terms:

- a. Two Trustees to be elected for three-year terms;
- b. One Trustee to be elected to a two-year term;
- c. One Trustee to be elected to a one-year term;
- d. One Trustee to be designated by Andrew J. Lane as aforesaid.
- e. Each subsequent year for two years thereafter beginning with the annual meeting of 1982, one Trustee for a three-year term.
- f. Each third year thereafter, beginning with the annual meeting of 1985, two Trustees for three year terms.

If and whenever the number of such trustees shall become less than five or less than the number of trustees as determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by any seven Unit Owners who certify under oath that Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, have voted to make such appointment of (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the of any such vacancy made such appointment, by a majority of the then remaining Trustees or by the sole remaining Trustee if only one and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with Middlesex County Registry of Deeds of a certificate of such appointment signed by a majority of the then remaining trustees or trustee if any there be still in office or by said seven Unit

Owners on behalf of Unit Owners holding at least fifty-one (51%) percent of the beneficial interest if there be no such trustees, together with such acceptance and such person shall then be and become such trustee and shall be vested with the title to the trust property jointly with the remaining or surviving trustees or trustees without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a trustee or trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of trustee, however caused and for whatever duration, the remaining or surviving trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the trustees.

Section 2. In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 9 of Article V; provided, however, that in no event shall a majority consist of less than two (2) trustees hereunder and, if and whenever the number of trustees hereunder shall become less than two (2), the then remaining or surviving trustees, if any, shall have no power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 1 of Article III. The trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3. Any trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. By vote of Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder but subject to the right of Andrew J. Lane or an entity affiliated with Andrew J. Lane recited in Article III, Section 1 to retain trustees of its choice so long as it owns at least 10 units, any trustee may be removed with or without cause and the vacancy among the trustees caused by such removal shall be filled in the manner above provided. Such removal shall become effective upon the recording the the Middlesex Registry of Deeds of a certificate of removal signed

by a majority of the remaining trustees in office or by seven Unit Owners who certify under oath that Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder have voted such removal.

Section 4. No trustee named or appointed as hereinbefore provided, whether as original trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the trustee or trustees affected require that any one or more of the trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 5. With the approval of a majority of the trustees, each trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the trusts hereof, all as shall be from time to time fixed and determined by the trustees and such remuneration shall be a common expense of the Condominium. No compensation to trustees may be voted by the trustees with respect to the period before the acquisition of at least fifty-one (51%) percent of the beneficial interest hereunder by persons other than Andrew J. Lane or his nominees.

Section 6. No trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived or compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgement or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

Section 7. No trustee shall be disqualified by his office from contracting or dealing with the trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the trustees' interest or any Unit Owners interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into

in respect of this trust in which any trustee shall be in any way interested be avoided nor shall any trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such trustee's holding office or of the fiduciary relation hereby established, provided the trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 8. The trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the trustees in this instrument.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 1. The cestuis que trustent shall be the Unit Owners of the Chapel Hill West Condominium for the time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest appertaining to the Units of the Condominium as shown in Schedule A attached hereto and incorporated herein.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder and (b) notify the trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the trustees may designate any one such owner for such purposes.

ARTICLE V

The provisions of this Article V shall constitute By-Laws of this trust and the organization of Unit Owners established hereby to wit:

Section 1. Powers of the Trustees

* The trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners (except as limited in this trust instrument) and, without by the the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

(i) To retain the trust property, or any part or parts thorough, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property but not the whole thereof, free and discharged of any and all trusts at public or private sale, to any person or persons, for cash or on credit and in such manner, or such restriction, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them and to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property of rights to property, real or personal, and to own, manage, use and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms and to evidence the same by notes, bonds, securities or other evidences or indebtedness, which may mature at a time or times, even beyond the possible duration of

this trust, and to execute and deliver any mortgage, pledge or other instruments to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the trust property or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem advisable, even if the same extend beyond the possible duration of this trust;

(vi) To invest and reinvest the trust property or any part or parts thorough and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

(vii) To incur such liabilities, obligations, and expenses and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the trust;

(viii) To determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or sapless any of the funds of the trust;

(ix) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as trust property and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(x) To deposit any funds of the trust in any bank or trust company and to delegate to any one or more of their number or to any person or persons, the power to deposit, withdraw and draw checks or any funds of the trust;

(xi) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(xii) To employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may

be a firm of which one or more of the trustees are members) as they shall deem proper for the purchase, sale or management of the trust property or any part or parts thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation and the trustees shall not be answerable for the acts and defaults of any such person. The trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the trustees may designate from their number a Chairman, a Treasurer, a Secretary and such other officers as they deem fit and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust or any part or parts thereof.

(xiii) To make arrangements for the loan to the Condominium of art collections and to pay insurance and maintenance charges in connection therewith; and

(xiv) Generally, in all matters not herein otherwise specified, to control, do each and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the trust property as if the trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners.

Section 2. Maintenance and Repair of Units

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; the interior portions of windows and window frames and interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the trustees shall at any

time in their reasonable judgement determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any unit or the occupants thereof, the trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the trustees shall determine) of such request and thereafter diligently brought to completion, the trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for the purpose and the cost of such work as is reasonable necessary therefor shall constitute a lien upon such Unit and the Unit Owner thorough shall be personally liable therefor.

Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof.

The trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and such may be done through the Managing Agent, as hereinafter provided and a majority of the trustees or the Managing Agent, or any others who may be so designated by the trustees, may approve payment of vouchers for such work and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4, Article 5.

Section 4. Common Expenses, Profits and Funds

A. The Unit Owners shall be liable for common expenses and entitles to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article IV hereof. The trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction or indebtedness or other lawful capital purpose, or subject to the provisions of the following Paragraphs B and C of this Section 4, for repair, rebuilding or restoration of the trust property or for improvements thereto and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty days prior to the commencement of each fiscal year of this trust the trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The trustees shall, within thirty days thereafter, render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the common areas and facilities and such statements shall, unless otherwise provided therein, be due and payable within thirty days after the same are rendered. In the event that the trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the trustees likely to be incurred, the trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of the Unit Owner and if not paid when due shall carry a late charge in the form of an interest penalty of the legal rate or eighteen (18%) percent per annum, whichever is higher beginning thirty (30) days after the due date thereof on the unpaid balance therefor, accrued periodically according to the installments provided for by the Trustees. In the event that no installments are provided, penalty interest shall accrue monthly. In the event the Trustees shall deem it necessary to commence to legal proceedings against any Unit Owner to recover the common charges or assessment or interest penalty, the Unit Owner responsible shall pay reasonable attorney's fees and all costs of suit. The Trustees may waive any and all interest penalty, attorney's fees or costs of suit by a majority vote upon the finding of economic need or for other good and just reason.

The Assessment for common charges shall be made an annual assessment for twelve (12) months with the first twelve month period commencing on the first day of the next full calendar year after the effective date hereof. The entire annual assessment shall be due and payable on the first day of the first month of the year for which the assessment is effective. Notwithstanding the foregoing, however, the Board of Trustees, at their discretion, may permit each Unit Owner to pay his assessment in twelve (12) equal monthly installments on the first day of each month, in advance, for so long as said Unit Owner's account remains current by virtue of his paying monthly amounts plus fines, penalties, interest and costs; when due.

Common charges are due and payable on the first day of each month.

In the event of default in the payment of any monthly installment in which it is due, and/or default in the payment of interest, penalties, etc., within thirty (30) days of the date due; the Board may (unless for good cause exhibited to it) declare the entire balance then remaining for the year due and payable forthwith.

In the event of non-payment, the annual balance may be declared due and payable within fifteen (15) days of said declaration (to be given by notice mailed, postage prepaid) to the Unit Owner at the Unit Owner's last address given to the Board of Trustees, the Board shall have its statutory lien and remedies as well as its Condominium document remedies therein provided.

Annually, 30 days at least before the start of each fiscal year, the Trustees, as a condition precedent to the imposition of the above right to accelerate payments, shall notify all Unit Owners at their last address in the Trustees' records, of their right to so accelerate payments.

C. The trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 5. Rebuilding and Restoration, Improvements

A. In the event of any casualty loss to the trust property the trustees shall determine in their reasonable discretion whether or not such loss exceeds ten per cent of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten per cent of such value, the trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten per cent of such value, the trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the trustees to proceed with the necessary repair, rebuilding or restoration and (b) a copy of the provisions of said Section 17; and the trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement, the provisions of Paragraph (b) of said Section 17.

B. If and whenever the trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five per cent or more of the beneficial interest in this trust to make any such improvement, the trustees shall submit to all Unit Owners (a) a form of agreement (which may be

in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the trustees to proceed to make the same and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the trustees of such agreement signed by the Unit Owners holding seventy-five per cent or more of the beneficial interest or (b) the expiration of ninety days after such agreement was first submitted too the Unit Owners, whichever of said (a) and (b) shall first occur, the trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five per cent, the trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvements to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if Unit Owners holding more than fifty per cent but less than seventy-five per cent of the beneficial interest so consent, the trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

C. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the trustees dissent from any determination of the trustees with respect to the value of the Condominium or any other determination or action of the trustees under this Section 5 and such dispute shall not be resolved within thirty days after such notice, then either the trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration and for that purpose one arbitrator shall be designated by the trustees, one of the dissenting Unit Owner or Owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and (b) the trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration or any improvement, unless and until they have received funds in and amount equal to the estimate of the trustees of all costs thereof.

Section 6. Rules, Regulations, Restrictions, and Requirements

The trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with provisions of the

Master Deed and are designated to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities and the trustees do hereby adopt the Rules and Regulations annexed to this Declaration of Trust, which Rules and Regulations are incorporated herein by reference.

Section 7. Managing Agent

The trustees may, at their discretion, appoint a manager or managing agent to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium including the incurring of expenses, the making of disbursements and the keeping of accounts, as the trustees shall from time to time determine. The trustees or such manager or managing agent may appoint, employ and remove such additional agent, attorney, accountants or employees as the trustees may from time to time determine.

Section 8. Insurance

The trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming the trust, the trustees, all of the Unit Owners and their mortgagees as insureds as their interest appear:

A. Casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all of the units but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than eighty per cent of their full replacement value (exclusive of foundations) as determined by the trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction and (2) such other hazards and risks as the trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance shall provide (1) that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days' notice to all of the insureds

including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the trustees to all Unit Owners and their mortgagees upon request, at least ten days prior to the expiration of the then current policies.

B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the trustees, covering the Trust, the trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000 for each occurrence for water damage legal liability and with cross liability endorsement to cover liability of any insured to other insureds.

C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.

D. Elevator liability and collision insurance.

E. Such other insurance as the trustees shall determine to be appropriate, including insurance for any art collection loaned to the Condominium for display therein.

Such master policies shall provide that all casualty loss proceeds hereunder shall be paid to the trustees as insurance trustees under these by-laws. The sole duty of the trustees are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5, Article 5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs or repair or restoration of the damaged portions of the common areas and facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owner for whom held upon completion of repair or restoration; but if pursuant to Section 5, Article 5 restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their percentage interests as listed in Section 1, Article 4 if the Condominium is totally destroyed and, in the event of a partial destruction, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owners' mortgagee if the mortgage with respect to such unit so requires.

Such master policies shall contain (1) waivers of subrogation as to any claims against the Trust, the trustees and their agents and employees and against the Unit Owners and their respective employees, agents and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance, to the extent of the amount of such reduction, to the trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the trustees of all improvements made by him to his Unit, the value of which exceeds one thousand dollars and such Unit Angrier shall pay to the trustees as an addition to his share of the common expenses of the Condominium otherwise payable by him any increase in insurance premium incurred by the Trust which results from such improvement.

F. The cost of such insurance shall be deemed a common expense assessable and payable as provided in Section 4, Article 5.

Section 9. Meetings

A. The trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any trustee (if there be no more than three then in office) and in such other manner as the trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each trustee. A majority of the number of trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the second Thursday of March in each year at such reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the trustees and shall be called by them

upon the written request of Unit Owners entitled to more than thirty-three per cent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thorough shall be given by the trustees to the Unit Owners at least seven days prior to the date so designated.

Section 10. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the trustees to such Unit Owner by mailing it, postage prepaid and addressed to such Unit Owner at his address as it appears upon the records of the trustees is other than at his Unit in Chapel Hill West or by delivery or mailing the same to such Unit if such Unit appears as the Unit Owner's address or, if no address appears, in any case, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 11. Inspection of Books; Reports to Unit Owners

Books, accounts and records of the trustee shall be open to inspection to any one or more of the trustees and the Unit Owners at all reasonable times. The trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the trustee for such year which shall include financial statements certified by a certified public accountant in such summary form and only in such detail as the trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the trustees given by registered mail within a period of one month of the date of the receipt by him shall be deemed to have assented thereto.

Section 12. Checks, Notes, Drafts and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the trustees or of the trust may be signed by a majority of trustees (or by one trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the trustees.

Section 13. Seal

The seal of the trustees shall be circular in form, bearing the inscription Chapel Hill West - 1972 - but such seal may be altered by the trustees at pleasure and the trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 14. Fiscal Year

The fiscal year of the trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the trustees.

Section 15. Standing Committees

There shall be the following Standing Committees composed of interested Unit Owners which committees shall obtain and record information and provide recommendations directly to the Board of Trustees.

1. Budget Committee: To review and make analysis of the budget needs of the Condominium prior to the submission of the budget proposal by the Trustees and to provide other recommendations and advice relative to the budget and to accept recommendations by other Unit Owners relative to budget considerations.

2. Grounds Committee: To deal with the problems and issues regarding the Unit Owners and the use of the grounds, including all common areas, parking facilities, recreation facilities, and general groundskeeping, including security matters and lighting matters of the outside grounds of the condominium. This committee is also to report directly to the Board of Trustees with its recommendations and concerns relative to the grounds areas.

There shall be other such committees as the Trustees deem necessary in order to provide to the satisfactory continuation of the business of the condominium trust. A committee shall be composed of not less than two and not more than ten condominium Unit Owners whose membership shall be at the discretion of the committee members.

ARTICLE VI .

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 1. No purchaser, mortgagee, lender or other person dealing with the trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then trustees hereunder or be affected by any notice, implied or actual, otherwise than by a certificate, thereof, and such record or certificate shall be conclusive evidence of the personnel of said trustees and of any changes therein. The receipts of the trustees, or any one or more of them, for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no persons paying or delivering the same and no person from whom the trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the trustees or with any real or personal property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained or, as to the regularity of the resignation or appointment of any trustee, and any instrument of appointment of a new trustee or resignation of an old trustee purporting to be executed by the trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the trustees or by any agent or employee of the trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable

to them from the trustees, so that neither the trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the trustees, or by any agent or employee of the trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the trustees, the trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of trustee or trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two trustees in office at the time (only one trustee if there is only one at the time), setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, and as to matters determining the authority of the trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the trustees, acting in reliance thereon. Any certificate executed by any trustee hereunder, or by a majority of the trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the trust of the statements mad in such certificate and of the existence of the facts therein set forth.

ARTICLE VII

Amendments and Termination

Section 1. The trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five per cent

(75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed or (b) which would render this trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two Trustees, if there be at least two then in office (or one trustee if there be only one), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 2. The trust hereby created shall terminate only upon the removal of the Chapel Hill Condominium from the provisions of said Chapter 183A, in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this trust, the trustees may, subject to and in accordance with the provision of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof and, after paying or retiring all know liabilities and obligations of the trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their

respective percentages of beneficial interest hereunder. And in making any sale under this provision the trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery in instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the trustees shall continue as to all other powers herein given to the trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings or different parts hereof, the table of contents and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws to the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in said Chapter 183A shall have the same meaning herein.

IN WITNESS WHEREOF the said Andrew J. Lane, John P. Garrahan, and John H. LaChance have hereunto set their hands and seals on the day of , 19 .

Andrew J. Lane

John P. Garrahan

John H. LaChance

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

, 19

Then personally appeared the above named Andrew J. Lane,
John P. Garrahan, and John H. LaChance and acknowledged the
foregoing instrument to be their free act and deed before me,

Notary Public

SCHEDULE A

UNIT DESIGNATIONS AND THEIR RESPECTIVE PERCENTAGE
OF OWNERSHIP IN THE COMMON AREAS

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
101	.543071
102	.605493
103	.543071
104	.605493
105	.543071
106	.605593
107	.674157
108	.761548
109	.674157
110	.761548
111	.418227
112	.480649
113	.418227
114	.480649
115	.418227
116	.480649
117	.418227
118	.480649
119	.674157
120	.761548
121	.674157
122	.761548
123	.543071
124	.605493
125	.543071
126	.605493
127	.543071
128	.605493
201	.549313
202	.611735
203	.549313
204	.611735
205	.549313
206	.611735
207	.680399
208	.767790
209	.690399
210	.767790
211	.424469
212	.486891
213	.424469

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
214	.486891
215	.424469
216	.486891
217	.424469
218	.486891
219	.680399
220	.767790
221	.680399
222	.767790
223	.549313
224	.611735
225	.549313
226	.611735
227	.549313
228	.611735
301	.555555
302	.617977
303	.555555
304	.617977
305	.555555
306	.617977
307	.686641
308	.774032
309	.686641
310	.774032
311	.430711
312	.493133
313	.430711
314	.493133
315	.430711
316	.493133
317	.430711
318	.493133
319	.686641
320	.774032
321	.686641
322	.774032
323	.555555
324	.617977
325	.555555
326	.617977
327	.555555
328	.617977
401	.561797
402	.624219

UNIT NO.

% OF OWNERSHIP IN
COMMON AREA

403	.561797
404	.624219
405	.561797
406	.624219
407	.692883
408	.780274
409	.692883
410	.780274
411	.436954
412	.499375
413	.436954
414	.499375
415	.436954
416	.499375
417	.436954
418	.499375
419	.692883
420	.780274
421	.692883
422	.780274
423	.561797
424	.624219
425	.564797
426	.624219
427	.561797
428	.624219
501	.568039
502	.630641
503	.568039
504	.630641
505	.568039
506	.630641
507	.699126
508	.786516
509	.699126
510	.786516
511	.443196
512	.505617
513	.443196
514	.505617
515	.443196
516	.505617
517	.443196
518	.505617
519	.699126
520	.786516

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
521	.699126
522	.786516
523	.568039
524	.630641
525	.568039
526	.630641
527	.568039
528	.630641
601	.574282
602	.636704
603	.574282
604	.636704
605	.574282
606	.636704
607	.705368
608	.792759
609	.705368
610	.792759
611	.449438
612	.511860
613	.449438
614	.511860
615	.449438
616	.511860
617	.449438
618	.511860
619	.705368
620	.792759
621	.705368
622	.792759
623	.574282
624	.636704
625	.574282
626	.636704
627	.574282
628	.636704

telephone, teletype and telegraph services, all of said utilities shall be placed underground; subject to and with the obligation of the owner of said Parcel "A", its successor or assign, exercising rights under said easement, to restore at its expense, all lands and utilities disrupted or damaged by the exercise of said rights to substantially the same condition as existed prior thereto.

Said premises are also conveyed subject to and with the benefit of the 20' wide "utility easement" and the 20' wide "sewer easement" described in a deed to I.M.G. Associates, Inc., dated September 30, 1970, recorded with Middlesex South Deeds, Book 11897, Page 325 and the 20' wide "sewer easement" described in a deed to I.M.G. Associates, Inc., dated September 30, 1970, recorded with said Deeds, Book 11897, Page 340.

The grantor/sponsor hereby excepts herefrom that portion of the said building consisting of 74 parking spaces located in the covered garage section, said parking spaces are numbered consecutively and are shown as part of Exhibit B attached hereto and incorporated herein.

3. Description of building.

The building is a six story structure which is divided into three sections together containing a total of

168 units (constructed principally of reinforced concrete and glass.

4. Designation of units and their boundaries.

The condominium units (hereinafter referred to as "the Units" and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications thereof are as set forth in Exhibit A hereto annexed and on the floor plans also hereto annexed as Exhibit B. The boundaries of each of the Units with respect to the floors, ceilings and the walls, doors and windows thereof are as follows:

(a) Floors: The upper surface of the finish floor.

(b) Ceilings: The plane of the lower surface of the ceiling.

(c) Interior Building Walls: The interior surface of the finish wall.

(d) Corridor Walls: The face of the interior wall studding.

(e) Exterior Building Walls, Doors and Windows: As to walls, if said wall is constructed of solid concrete, the plane of the interior surface of the wall; if said wall contains steel studding then to the face of said studding. As to doors, the exterior surface thereof. As to

windows, the exterior surfaces of the glass and of the window frames.

(c) Balconies: As to each unit with a balcony, there shall be included, notwithstanding paragraph 4(e) above, the entire balcony, measured from its exterior surfaces.

5. Common areas and facilities. The common areas and facilities of the Condominium consist of:

(a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force;

(b) The foundations, structural columns, girders, beams, supports, exterior walls, exterior balcony walls, roof and entrances and exits of the Building and common walls within the Building;

(c) The entrance lobbies, halls and corridors serving more than one Unit and the mailboxes, closets, fire extinguishers and other facilities therein, stairways, and elevators;

(d) Installations of central services such as power, light, gas, hot, and cold water, heating, air conditioning and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(e) All conduits, chutes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof and all such facilities contained within any Unit, which thereof and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid:

(f) All heating apparatus and other common equipment wherever located in, on or around the Building;

(g) The lobby areas, building office areas situated on the covered parking level of the building;

(h) The yards, lawns, gardens, walkways and the improvements thereon and thereof including walls, bulkheads, railings, steps and lighting fixtures and planters;

(i) The recreational facilities located on the premises.

(j) The storage area located in the covered garage section of the building. Each unit shall however, have an exclusive easement for the use of one storage facility which is numbered to correspond to the unit number designation.

(k) Such additional common areas and facilities as may be defined in G. L. Chapter 183 A.

The common areas and facilities shall be subject to the provisions of the By-Laws of the Chapel Hill West Condominium Trust, hereinafter referred to, and to rules and regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners and payments required therefor.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the following percentages set forth opposite each Unit, such percentages being determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the units on this date: A table of such units and the percentage of ownership factor is attached hereto as Exhibit B and incorporated herein.

6. Floor plans. The floor plans of the Building, showing the layout, location, Unit numbers and dimensions of Units, stating the name of the Building and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully, accurately depict the same as built are attached hereto as Exhibit C and incorporated herein.

7. Purposes: The purposes for which the Buildings and the Units and other facilities therein are intended to be used are as follows:

The units except for the exception hereinafter

set forth shall be used solely for residential purposes by not more than one (1) family unit nor more than three (3) unrelated persons subject to the restrictions set forth in the following Section 8.

The Grantor may, until all of said Units have been sold by said Grantor, (a) lease Units which have not been sold and (b) use any Units owned by the Grantor as models for display for purposes of sale or leasing of Units. In addition, until all of the units are sold the grantor may use one unit of the Condominium for the purposes of a sales office.

8. Restrictions on use. Unless otherwise permitted by instrument in writing duly executed by a majority of the trustees of Chapel Hill West Condominium Trust then in office and pursuant to the provisions of the By-Laws thereof

(a) No Unit shall be used for any purpose other than a purpose permitted under Section 7 above;

(b) The architectural integrity of the building and the Units shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony enclosures, 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 such unit or any part thereof; no addition to or change or replacement (except, so far as practicable

with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Commonwealth of Massachusetts, ordinances of the Town of Framingham, with the By-Laws of the Chapel Hill West Condominium Trust and any rules and regulations which may be adopted pursuant thereto. Said restrictions shall be for the benefit of the Unit owners and the Trustees of The Chapel Hill West Condominium Trust and shall be administered on behalf of said owners of said Trustees and shall be enforceable solely by said Unit owners or Trustees, insofar as permitted by law and shall 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 thereof.

(d) See Amendment dated March 17, 1981

9. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities and (b) signed and acknowledged by a majority of the Trustees of the Chapel Hill West Condominium Trust, and (c) duly registered with the Middlesex County 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 has been so recorded within six (6) months after such date;

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money second mortgage held

by the Grantor or his heirs or assigns shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183 A of the General Laws of Massachusetts shall be of any force or effect.

10. Trust: The Trust through which the Unit owners will manage and regulate the Condominium established hereby is The Chapel Hill West Condominium Trust under Declaration of Trust dated , to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder.

The names and addresses of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

1. Andrew J. Lane
1500 Worcester Road
Framingham, Massachusetts
2. John P. Garrahan
c/o Sheridan, Garrahan, McQuade & Lander
160 Cochituate Road
Framingham, Massachusetts

3. John H. LaChance
c/o Sheridan, Garrahan, McQuade & Lander
160 Cochituate Road
Framingham, Massachusetts

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

11. The Units and common areas and facilities and the Unit owners and Trustees of The Chapel Hill West Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183 A of the General Laws of Massachusetts and in all respects not specified in this Master Deed or in the Declaration of Trust of The Chapel Hill West Condominium Trust and the by-laws set forth therein, shall be governed by provisions of Chapter 183 A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183 A.

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

IN WITNESS WHEREOF, on this 7 day of June 1974, Andrew J. Lane, has signed and sealed this Condominium Master Deed.

Andrew J. Lane

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____ 1974

Then personally appeared the above-named ANDREW J.
LANE and acknowledged the foregoing instrument to be his
free act and deed, before me,

Notary Public

My commission expires: _____

EXHIBIT A
TO MASTER DEED

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit has Access
101	First Floor	1355 sq. ft.	L&D, 2BR, Bal., 2 Baths, Kit.	Corridor, elevators, stairwells, service areas, laundry room
102	"	"	"	compactor rooms,
103	"	"	"	building entrances,
104	"	"	"	storage areas, re-
105	"	"	"	creational facilities
106	"	"	"	
107	"	1571 sq. ft.	L&D, 3BR, Bal., 2 Baths, Kit.	"
108	"	1767 sq. ft.	L&D, 3 BR, 2 Baths, Kit., Bal.	"
109	"	1645 sq. ft.	L&D, 3 BR, Bal., 2 Baths, Kit.	"
110	"	1767 sq. ft.	L&D, 3 BR., 2 Baths, Kit., Bal.	"
111	"	973 sq. ft.	L&D, BR., Kit., Bath, Bal.	"
112	"	"	"	"
113	"	"	"	"
114	"	"	"	"
115	"	"	"	"
116	"	"	"	"
117	"	"	"	"
118	"	"	"	"
119	"	1645 sq. ft.	L&D, 3 BR., Bal., 2 Baths, Kit.,	"
120	"	1767 sq. ft.	L&D, 3 BR., 2 Baths, Kit., Bal.	"
121	"	1571 sq. ft.	L&D, 3 BR., Bal., 2 Baths, Kit.,	"
122	"	1767 sq. ft.	L&D, 3 BR., 2 Baths, Kit., Bal.	"
123	"	1355 sq. ft.	L&D, 2 BR., Bal., 2 Baths, Kit.	"
124	"	"	"	"
25	"	"	"	"
26	"	"	"	"
127	"	"	"	"
128	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit Has Access
201	Second Floor	1355 sq. ft.	L&D, 2 BR., Bal., 2 Baths, Kit.	Corridor, elevators stairwells, service areas, laundry rooms, compactor rooms, building entrances, storage areas, recreational facilities.
202	"	"	"	"
203	"	"	"	"
204	"	"	"	"
205	"	"	"	"
206	"	"	"	"
207	"	1571 sq. ft.	L&D, 3 BR., Bal., 2 baths, Kit.	"
208	"	1767 sq. ft.	L&D, 3 BR., 2 Baths, Kit., Bal.	"
209	"	1645 sq. ft.	L&D, 3 BR., Bal., 2 Baths, Kit.	"
210	"	1767 sq. ft.	L&D, 3 BR., 2 Baths, Kit., Bal.	"
211	"	973 sq. ft.	L&D, BR., Kit., Bath, Bal.	"
212	"	"	"	"
213	"	"	"	"
214	"	"	"	"
215	"	"	"	"
216	"	"	"	"
217	"	"	"	"
218	"	"	"	"
219	"	1645 sq. ft.	L&D, 3 BR., Bal., 2 Baths, Kit.,	"
220	"	1767 sq. ft.	L&D, 3 BR., 2 baths, Kit., Bal.	"
221	"	1571 sq. ft.	L&D, 3 BR., Bal., 2 baths, Kit.	"
222	"	1767 sq. ft.	L&D, 3 BR., 2 baths, Kit., Bal.	"
223	"	1355 sq. ft.	L&D, 2 BR., Bal., 2 Baths, Kit.	"
224	"	"	"	"
225	"	"	"	"
226	"	"	"	"
227	"	"	"	"
228	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit Has Access
301	Third Floor	1355 sq. ft.	L&D, 2-BR., Bal., 2-baths, kit.	Corridor, elevators stairwells, service areas, laundry rooms, compactor
302	"	"	"	rooms, building
303	"	"	"	entrances, storage
304	"	"	"	areas, recreational
305	"	"	"	facilities.
306	"	"	"	
307	"	1571 sq.ft.	L&D, 3-BR., Bal., 2 baths, kit.	"
308	"	1767 sq.ft.	"	"
309	"	1645 sq.ft.	"	"
310	"	1767 sq.ft.	"	"
311	"	973 sq.ft.	L&D, BR., Kit., bath, bal.	"
312	"	"	"	"
313	"	"	"	"
314	"	"	"	"
315	"	"	"	"
316	"	"	"	"
317	"	"	"	"
318	"	"	"	"
319	"	1645 sq.ft.	L&D, 3-BR., Bal., 2 baths, kit.	"
320	"	1767 sq. ft.	"	"
321	"	1571 sq. ft.	"	"
322	"	1767 sq. ft.	"	"
323	"	1355 sq. ft.	L&D, 2-BR., Bal., 2 baths, Kit.	"
324	"	"	"	"
325	"	"	"	"
326	"	"	"	"
327	"	"	"	"
328	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to Which Unit Has Access
401	Fourth Floor	1355 sq. ft.	L&D, 2 BR., Bal., 2 baths, Kit.,	Corridor, elevators, stairwells, service areas,
402	"	"	"	laundry rooms,
403	"	"	"	compactor rooms,
404	"	"	"	building entrances,
405	"	"	"	storage areas, re-
406	"	"	"	creational facilities
407	"	1571 sq. ft.	L&D, 3 BR., Bal., 2 baths, Kit.	"
408	"	1767 sq. ft.	"	"
409	"	1645 sq. ft.	"	"
410	"	1767 sq. ft.	"	"
411	"	973 sq. ft.	L&D., BR., Kit., Bath, Bal.	"
412	"	"	"	"
413	"	"	"	"
414	"	"	"	"
415	"	"	"	"
416	"	"	"	"
417	"	"	"	"
418	"	"	"	"
419	"	1645 sq. ft.	L&D, 3 BR., Bal., 2 baths, Kit.	"
420	"	1767 sq. ft.	"	"
421	"	1571 sq. ft.	"	"
422	"	1767 sq. ft.	"	"
423	"	1355 sq. ft.	L&D, 2 BR., Bal., 2 baths, Kit.	"
424	"	"	"	"
425	"	"	"	"
426	"	"	"	"
427	"	"	"	"
428	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to which Unit Has Access
501	5th Floor	1355 sq. ft.	L&D, 2 BR., Bal., 2 baths, Kit.	Corridor, elevators, stairwells, service areas, laundry rooms, compactor rooms, build ing entrances, storage areas, recreational facilities.
502	"	"	"	"
503	"	"	"	"
504	"	"	"	"
505	"	"	"	"
506	"	"	"	"
507	"	1571 sq. ft.	L&D, 3BR., Bal., 2 baths, Kit.	"
508	"	1767 sq. ft.	"	"
509	"	1645 sq. ft.	"	"
510	"	1767 sq. ft.	"	"
511	"	973 sq. ft.	L&D, BR., Kit., Bath, Bal.	"
512	"	"	"	"
513	"	"	"	"
514	"	"	"	"
515	"	"	"	"
516	"	"	"	"
517	"	"	"	"
518	"	"	"	"
519	"	1645 sq. ft.	L&D, 3 BR., Bal., 2 baths, Kit.	"
520	"	1767 sq. ft.	"	"
521	"	1571 sq. ft.	"	"
522	"	1767 sq. ft.	"	"
523	"	1355 sq. ft.	L&D, 2 BR., Bal., 2 baths, Kit.	"
524	"	"	"	"
525	"	"	"	"
526	"	"	"	"
527	"	"	"	"
528	"	"	"	"

Unit Designation	Location	Approximate Area	Number of Rooms	Immediate Common Area to which unit has Access
601	Sixth Floor	1355 sq.ft.	L&D, 2 BR., Bal., 2 baths, kit.	Corridor, elevators, stairwells, service areas, laundry rooms
602	"	"	"	compactor rooms, building entrances, storage areas, recreational facilities.
603	"	"	"	
604	"	"	"	
605	"	"	"	
606	"	"	"	
607	"	1571 sq.ft.	L&D, 3 BR., Bal., 2 baths, kit.	"
608	"	1767 sq.ft.	"	"
609	"	1645 sq.ft.	"	"
610	"	1767 sq.ft.	"	"
611	"	973 sq.ft.	L&D, BR., Kit., bath, bal.	"
612	"	"	"	"
613	"	"	"	"
614	"	"	"	"
615	"	"	"	"
616	"	"	"	"
617	"	"	"	"
618	"	"	"	"
619	"	1645 sq.ft.	L&D, 3-BR., Bal., 2 baths, Kit.	"
620	"	1767 sq.ft.	"	"
621	"	1571 sq.ft.	"	"
622	"	1767 sq.ft.	"	"
623	"	1355 sq.ft.	L&D, 2-BR., Bal., 2 baths, Kit.	"
624	"	"	"	"
625	"	"	"	"
626	"	"	"	"
627	"	"	"	"
628	"	"	"	"

EXHIBIT B

UNIT DESIGNATIONS AND THEIR RESPECTIVE PERCENTAGE OF OWNERSHIP IN
THE COMMON AREAS

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
101	.543071
102	.605493
103	.543071
104	.605493
105	.543071
106	.605493
107	.674157
108	.761548
109	.674157
110	.761548
111	.418227
112	.480649
113	.418227
114	.480649
115	.418227
116	.480649
117	.418227
118	.480649
119	.674157
120	.761548
121	.674157
122	.761548
123	.543071
124	.605493
125	.543071
126	.605493
127	.543071
128	.605493
201	.549313
202	.611735
203	.549313
204	.611735
205	.549313
206	.611735
207	.680399
208	.767790
209	.680399
210	.767790
211	.424469
212	.486891
213	.424469

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
214	.486891
215	.424469
216	.486891
217	.424469
218	.486891
219	.680399
220	.767790
221	.680399
222	.767790
223	.549313
224	.611735
225	.549313
226	.611735
227	.549313
228	.611735
301	.555555
302	.617977
303	.555555
304	.617977
305	.555555
306	.617977
307	.686641
308	.774032
309	.686641
310	.774032
311	.430711
312	.493133
313	.430711
314	.493133
315	.430711
316	.493133
317	.430711
318	.493133
319	.686641
320	.774032
321	.686641
322	.774032
323	.555555
324	.617977
325	.555555
326	.617977
327	.555555
328	.617977
401	.561797
402	.624219

UNIT NO. % OF OWNERSHIP IN
COMMON AREA

403	.561797
404	.624219
405	.561797
406	.624219
407	.692883
408	.780274
409	.692883
410	.780274
411	.436954
412	.499375
413	.436954
414	.499375
415	.436954
416	.499375
417	.436954
418	.499375
419	.692883
420	.780274
421	.692883
422	.780274
423	.561797
424	.624219
425	.561797
426	.624219
427	.561797
428	.624219
501	.568039
502	.630641
503	.568039
504	.630641
505	.568039
506	.630641
507	.699126
508	.786516
509	.699126
510	.786516
511	.443196
512	.505617
513	.443196
514	.505617
515	.443196
516	.505617
517	.443196
518	.505617
519	.699126
520	.786516

UNIT NO. % OF OWNERSHIP IN
COMMON AREA

521	.699126
522	.786516
523	.568039
524	.630641
525	.568039
526	.630641
527	.568039
528	.630641
601	.574282
602	.636704
603	.574282
604	.636704
605	.574282
606	.636704
607	.705368
608	.792759
609	.705368
610	.792759
611	.449438
612	.511860
613	.449438
614	.511860
615	.449438
616	.511860
617	.449438
618	.511860
619	.705368
620	.792759
621	.705368
622	.792759
623	.574282
624	.636704
625	.574282
626	.636704
627	.574282
628	.636704