# Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 6/22/2018 10:52:14 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
363	MASTER DEED		19108/24	06/09/1988	

## Property-Street Address and/or Description

380-392 GREAT RD MANY UNITS SEE RECORD PL 19108-2

#### Grantors

WALSH WM H & DEND; AL TRS, WALSH WILLIAM H & DENDISH CARGILL DENNIS M & DENDISH TRS, GOLDMAN JAY & DENDISH TRS, GREAT ROAD CONDOMINIUM

### Grantees

## References-Book/Pg Description Recorded Year

21479/163 APP 1991, 21479/163 ACC 1991, 42083/307 CERT 2004, 70637/519 CERT 2018

Registered Land Certificate(s)-Cert# Book/Pg

# MASTER DEED OF THE GREAT ROAD CONDOMINIUM

Win H & Walsh

We, William H. Walsh, Dennis M. Cargill, and Jay Goldman, Trustees of Great Road Trust, under Declaration of Trust dated January 29, 1987, and recorded with Middlesex South District Registry of Deeds in Book 17930, Page 051, (hereinafter referred to as "Declarants"), being the sole owners of certain premises in Acton, Middlesex County, Massachusetts, described in Exhibit A attached hereto (the "Premises") by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

#### 1. Name

The name of the Condominium shall be:  ${\tt GREAT}$  ROAD CONDOMINIUM.

## Description of the Land

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

# 3. Description of Buildings

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

# Description of Units and Unit Boundaries

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

# 5. Common Areas and Facilities

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

32,23111 33/63/38 137

80161

Phon 14 to 154

- (a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in
- (b) The yards, lawns, access ways, walkways, sidewalks, driveways, parking areas, pool, tennis courts, playground area, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants;
- (c) All areas of the buildings comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:
  - The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roofs of the building, fire walls, walls between the common areas and the Units;
  - (2) The building entrances, entrance halls, stair halls, stairways, boiler room, electrical equipment room, storage area, laundry area, basement garage, workshop areas, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof;
  - (3) All conduits, ducts, pipes, plumbing, wiring, hot water heaters, central vacuum system, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
  - (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit; and
  - (5) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance, or safety of the Building;
- (d) Sewage treatment building, condominium office structure and trash compactor;

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

# 6. Determination of Percentage Interest in Common Elements

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

## 7. Floor Plans and Site Plan

The verified floor plans of the buildings showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto. Also recorded herewith is a site plan by Allen, Demurjian, Major & Nictsch, surveyors, entitled Great Road Condominium, Acton, Mass. showing the location of the buildings on the lot and the location and designation of the parking spaces.

## 8. Use of Buildings and Units

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

- (a) The Buildings and each of the Units are intended only for residential purposes. No use may be made of any unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families or for no more than two persons unrelated by blood or marriage; or
- (b) Any use permitted by the laws of the Town of Acton, including zoning; and
- (c) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

# 9. Restrictions on Use of Units and Parking

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

- (a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Great Road Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;
- (b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Great Road Condominium Trust, hereinafter or delayed;
- (c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;
- (d) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;
- (e) Units of the Condominium may not be subdivided but may be leased;
- (f) Pets are not allowed in the Units except upon written consent of the Trustees. If, in the event of such approval and, in the opinion of the Trustees, any pet or pets are a nuisance, said pet or pets shall be removed from said Unit. In no event shall any dog or cat be permitted in any portion of the common areas unless carried or on a leash, but under no circumstances will any pet be permitted in any grass or garden plot;

- (g) Each of the parking spaces is intended to be used solely for the parking of private passenger vehicles;
- (h) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No unit estate may be leased or rented for a period of less than thirty days; and
- (i) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Great Road Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees.

#### 10. Amendments

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

- (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interest in the Common Elements:
- (ii) signed and acknowledged by a majority of the Trustees of the Great Road Condominium Trust hereinafter referred to; and
- (iii) duly recorded 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 shall have been so recorded within six (6) months after such date;

- (b) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;
- (d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements;
- (f) If the Grantor determines that a typographical error, misnomer, inadvertant omission or any other error has been made in this Master Deed, the Grantor, without further authority, shall have the right to correct any such error by an instrument with said Deeds, provided, however, that in the event such amendment shall materially affect any substantive right or interest of any Unit Owner in his Unit or the common areas and affected Unit Owner; and
- (g) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General laws of Massachusetts shall be of any force or effect.

# 11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Great Road Condominium Trust, a Massachusetts Trust; the Declaration of Trust (including the Rules and Regulations and By-Laws thereof) being recorded herewith ("Declaration of Trust"). The Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is

entitled hereunder. The names and addresses of the original and present Trustees under the Declaration of Trust ("Trustees") thereof are:

William H. Walsh, of 954 Cambridge Street, Cambridge, MA 02141

Dennis M. Cargill, of 954 Cambridge Street, Cambridge, MA 02141

The Trustees may enact from time to time Rules and Regulations and By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

# 12. <u>Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations</u>

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

#### 13. Encroachments

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

# 14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

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

## 15. <u>Invalidity</u>

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

### 16. Waiver

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

## 17. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

# 18. Conflicts

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

# 19. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Great Road Condominium Trust and Rules and Regulations and By-Laws ("Condominium Trust") to the contrary, the following provisions

shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First
    Mortgagee through the procedures described in
    subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer.
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagee(s) with respect to all of the Units have given their prior written consent thereto:
  - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

- (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
- (iii) partition or subdivide any Unit; or
- (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
  - (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

- (ii) inspect all books and records of the Condominium Trust at all reasonable times;
- (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust:
- (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
- (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.
- (vi) receive timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

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

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

IN WITNESS WHEREOF, William H. Walsh, Dennis M. Cargill, and Jay Goldman, Trustees of Great Road Trust, have caused this Master Deed to be duly executed, sealed and delivered on this 19th day of April, 1988.

Villiam H. Walsh. Trustee

Dennis M. Cargill, Trustee

Day Goldman, Trustee

#### COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

April 19, 1988

Then personally appeared the above-named William H. Walsh, Dennis M. Cargill, and Jay Goldman, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me.

A. VFrances G. Schwartz

NOTARY PUBLIC

My Commission Expires:

November 9, 1990

#### EXHIBIT A

A certain parcel of land together with the buildings thereon, situated in Acton, Massachusetts, and being shown on a plan entitled "Plan of Land in Acton, Mass. Owned by: Elizabeth Towne, dated April 19, 1969, Joseph W. Moore Co., Inc." which plan is recorded with Middlesex South District Registry of Deeds as Plan No. 1258 of 1969 at the end of Book 11769, and bounded and described, according to said plan, as follows:

	by Great Road (Rte. 2A State Hwy. L.O. 1940 ALT.) as shown on said plan, by four courses measuring 345.43 feet, 278.81 feet, 239.26 feet, 59.61 feet, respectively;
--	---

SOUTHERLY	by land now or 107.33 feet:	formerly of	Francis M.	Farrell,
-----------	-----------------------------	-------------	------------	----------

EASTERLY	by the centerline of a brook at said land of
	Farrell, 608 feet, more or less:

SOUTHERLY	by land	now	or for	rmerly	of	Robert	T.,	and
	Mildred	в.	Brett,	270 f	eet,	more	or	less:

WESTERLY	by land now or formerly of Patrick and Gloria W. Palmer, by eight courses measuring 676.42 feet, 182.42 feet, 58.79 feet, 72.78 feet, 38.26 feet,
	54.87 feet, 82.54 feet and 165.13 feet, respectively.

by land now or formerly of Charles E. and Priscilla A. Gillespie by three courses measuring 256.09 feet, 93.71 feet and 175.63 feet, respectively.
respectively.

Containing 13.7 acres of land, more or less, according to said plan.

For our title, see Deed of Great Road Company dated March 10, 1987 and recorded on March 11, 1987 with Middlesex South District Registry of Deeds in Book 17930, Page 057.

## Exhibit A continued

## Permitted Encumbrances

- Rights and easements granted by Francis M. and Avis S. Collins to the Commonwealth of Massachusetts by instrument dated August 22, 1940, recorded in Book 6429, Page 541 with said Deeds.
- 2. Rights of others over so much of the premises lying within the brook referred to in Schedule A Description hereof.

#### Exhibit B

380 - 392 Great Road, Acton, Massachusetts

The complex consists of six (6) separate structures as follows:

- condominium office a single story frame structure with a garage and workshop in the basement
- sewage treatment plant a single story wood frame structure
- 3. two individual buildings, three stories in height located at 384 and 392 Great Road each containing 24 individual residential condominium units
- 4. one structure consisting of two attached three (3) story buildings located at 380 and 382 Great Road each containing 24 individual residential condominium units
- 5. one structure consisting of three attached three (3) story buildings located at 386, 388, and 390 Great Road each containing 24 individual residential condominium units.

Each of the seven residential buildings containing 24 residential units subdivided with 12 Units per side, having separate entries (front and rear), with a total of 4 units on each of the three floors. There are a total of one hundred sixty-eight (168) units in the Condominium.

The principal materials of construction of each of the residential buildings are as follows:

wood-frame structure, slab on grade foundation, split entry, brick veneer over concrete masonry with pitched gable roofs of asphalt shingles. Floors are precast concrete planks and interior partitions of gypsum board over wood or light gauge steel framing.

## Exhibit C

Unit No.	<u>Floor</u>	No. of Rooms*	Approx. Area in Square Feet	Percent Interest in Common Elements
380 Great	Road			
380A-101	first	5	920	.00628
380A-102	first	4	770	.00549
380A-103	first	5	920	.00628
380A-104 380A-201	first	3	490	.00457
380A-201	second	5	920	.00647
380A-202	second	4	770	.00567
380A-204	second second	5	920	.00647
380A-301	third	<u>4</u> 5	770	.00567
380A-302	third	ა 4	920	.00653
380A-303	third	5	770	-00573
380A-304	third	4	920	.00653
380B-101	first	4	770 770	.00573
380B-102	first	5	770 920	.00549
380B-103	first	3	490	.00628
380B-104	first	5	920	.00457
380B-201	second	4	770	.00628
380B-202	second	5	920	.00567
380B-203	second	4	770	.00647
380B-204	second	5	920	.00567
380B-301	third	4	770	.00647
380B-302	third	5	920	.00573
380B <b>~</b> 303	third	4	770	.00653
380B-304	third	5	920	.00573
		-	320	.00653
382 Great	Road			
382A-101	first	5	920	
382A-102	first	4	770	.00628
382A-103	first	5	920	.00549
382A-104	first	3	490	.00628
382A-201	second	5	920	.00457 .00647
382A-202	second	4	7 <b>7</b> 0	.00567
382A-203	second	5	920	.00567
382A-204	second	4	770	.00567
382A-301	third	5	920	.00553
382A-302	third	4	770	.00573
382A-303	third	5	920	.00653
382A-304	third	4	770	.00573
				.005/5

# Exhibit C continued

<u>Unit No.</u>	Floor	No. of <u>Rooms</u> *	Approx. Area in Square Feet	Percent Interest in Common Elements				
382 Great Road								
382B-101 382B-102 382B-103 382B-104 382B-201 382B-202 382B-203 382B-204 382B-301 382B-303 382B-303 382B-303	first first first second second second third third	45354545454	770 920 490 920 770 920 770 920 770 920 770	.00549 .00628 .00457 .00628 .00567 .00647 .00567 .00647 .00573				
382B-304 384 Great	third Road	5	920	.00653				
384A-101 384A-102 384A-103 384A-201 384A-202 384A-203 384A-204 384A-301 384A-302 384A-303 384A-303 384A-303 384B-101 384B-101 384B-103 384B-103	first first first second second second third third third third first first first second second	545354545454633545	920 770 920 490 920 770 920 770 920 770 920 490 920 770 920	.00628 .00549 .00628 .00457 .00647 .00567 .00567 .00553 .00573 .00653 .00573 .00549 .00628 .00457				
384B-203 384B-204 384B-301 384B-302 384B-303 384B-304	second second third third third third	4 5 4 5 4 5	770 920 770 920 770 920	.00647 .00647 .00573 .00653 .00573				

3 1 9 1 0 3 2 0 4 1

# GREAT ROAD CONDOMINIUM

# Exhibit C continued

Unit No.	Floor	No. of Rooms*	Approx. Area in Square Feet	Percent Interest in Common Elements
386 Great	t Road			
386A-1 386A-3 386A-3 386A-5 386A-6 386A-7 386A-9 386A-10 386A-11 386B-13 386B-13 386B-15 386B-15 386B-16 386B-17 386B-19 386B-19 386B-22 386B-22 386B-22 386B-22	first first first first second second third third third thirst first first first first first first first first first third	54535454545457545964546	920 770 920 490 920 770 920 770 920 770 920 490 920 770 920 770 920 770 920	.00628 .00549 .00628 .00457 .00647 .00567 .00567 .00553 .00573 .00573 .00573 .00549 .00628 .00457 .00628 .00457 .00628
386B-24	third	4 5	770 920	.00573 .00653
388 Great	Road			
388A-1 388A-2 388A-3 388A-4 388A-5 388A-6 388A-7 388A-8 388A-9 388A-10 388A-11 388A-12	first first first second second second third third third third	545354545454	920 770 920 490 920 770 920 770 920 770	.00628 .00549 .00628 .00457 .00647 .00567 .00667 .00653 .00573

# 3 1 9 1 0 3 2 0 1 2

## GREAT ROAD CONDOMINIUM

## Exhibit C continued

Unit No.	Floor	No. of Rooms*	Approx. Area in Square Feet	Percent Interest in Common Elements
388 Great	Road			
388B-13 388B-14 388B-15 388B-16 388B-17 388B-18 388B-19 388B-20 388B-21 388B-21 388B-22 388B-23 388B-24	first first first second second second third third third	457545454545	770 920 490 920 770 920 770 920 770 920 770 920	.00549 .00628 .00457 .00628 .00567 .00647 .00567 .00573 .00653
390 Great	Road			
390A-1 390A-2 390A-3 390A-4 390A-5 390A-7 390A-8 390A-10 390A-11 390A-12 390B-13 390B-14 390B-15 390B-16 390B-17 390B-19 390B-19 390B-22	first first first second second third third third first third second second third	5453545454553554545	920 770 920 490 920 770 920 770 920 770 920 770 920 770 920 770 920 770 920	.00628 .00549 .00628 .00457 .00647 .00567 .00567 .00553 .00573 .00573 .00573 .00549 .00457 .00628 .00457 .00628
390B-23 390B-24	third third	4 5	770 920	.00653 .00573 .00653

### Exhibit C continued

Unit No.	Floor	No. of Rooms*	Approx. Area in Square Feet	Percent Interest in Common Elements					
392 Great	392 Great Road								
392A-101	first	5	920	.00628					
392A-102	first	4	770	.00549					
392A-103	first	5	920	.00628					
392A-104	first	3	490	.00457					
392A-201	second	5	920	.00647					
392A-202	second	4	770	.00567					
392A-203	second	5	920	.00647					
392A-204	second	4	<b>7</b> 70	.00567					
392A-301	third	5	920	.00653					
392A-302	third	4	770	.00573					
392A-303	third	5	920	.00653					
392A-304	third	4	770	.00573					
392B-101	first	4	770	.00549					
392B-102	first	5	920	.00628					
392B-103	first	3	490	.00457					
392B-104	first	5	920	.00628					
392B-201	second	4	770	.00567					
392B-202	second	5	920	.00647					
392B-203	second	4	770	.00567					
392B-204	second	5	920	.00647					
392B-301	third	4	770	.00573					
392B-302	third	5	920	.00653					
392B-303	third	4	770	.00573					
392B-304	third	5	920	.00653					

<sup>\*</sup> Number of rooms does not include baths. All dimensions taken to inside unit walls.

# Immediate access to Common Areas

Each Unit has immediate access to the common area hallways which lead to their respective building exits. The common area hallways on the second and third floors lead to stairways down to said building exits.

#### Exhibit C Continued

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

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

(1)	Floors:	the plane of the upper surface of the
		subflooring, or in the case of those
		Units without subflooring, the plane
		of the upper surface of the floor
		slab.

- (2) Ceilings: the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (3) Interior Building the plane of the surface of the wall furrings or studs, or the plane of th
- (4) Doors and Windows: the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames.
- (5) Exterior Building the plane of the interior surface of walls: wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.
- (6) Slider Doors: the plane of the exterior surface of the door, the exterior surface of window glass or in the case of the second and third floor the interior surface of the guardrails anchored to the brick veneer