

MASTER DEED

This MASTER DEED of the Parker's Crossing Condominium made this 31<sup>st</sup> day of July 1982.

WITNESSETH that William W. Lilly, Trustee of Parker's Crossing Realty Company under written Declaration of Trust dated June 7, 1982, recorded with Middlesex South District Registry of Deeds in Book 14685, Page 69 (hereinafter referred to as the "Declarant"), being the owner of certain premises in Acton, Middlesex County, Massachusetts, hereinafter described by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Parker's Crossing Condominium, also known as Parker's Crossing, said Condominium being shown on a plan entitled, "Parker's Crossing Condominium", dated May 31, 1982, Carter and Towers Engineering Corp., said plan being part of the Condominium plans hereafter referred to, all of which are recorded herewith, said premises being bounded and described as set forth on the attached Schedule A.

2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall

have the same meanings unless the context otherwise requires.

### 3. LEGAL ORGANIZATION

The Parker's Crossing Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association.

The Parker's Crossing Condominium Association, Inc., hereinafter referred to as the "Association", shall be a corporation of the Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate Parker's Crossing Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in the Parker's Crossing Condominium and shall not be severable in any manner from said Unit and this provision may not be amended by the Declarant, his successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be three governors appointed by the Declarant, who will serve until the second annual meeting of the Unit Owners. Thereafter, the governors shall be elected by and from the members of the Association.

The Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers and the President and Treasurer shall be members of the Association.

The By-Laws of the Association shall refer to those By-Laws

of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

#### 4. DESCRIPTION OF BUILDINGS

The Condominium consists of three (3), two and one-half (1 1/2) story buildings, each containing eighteen (18) Units, a total of fifty-four (54) Units, located on the premises described in Schedule A having access to Parker Street as shown on the plan of Parker's Crossing Condominium above described and having such characteristics as are set forth in Paragraph 5 hereof.

The building is constructed principally of poured concrete foundations, wood interior framing, brick, wood and glass exteriors and asphalt roofs.

#### 5. DESIGNATION OF UNITS

Unit Designation, Building Number, Number of Rooms, Floor Area, Square Feet and other descriptive information are shown on the attached Schedule B.

#### 6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

#### 7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floors: The upper surface of the cement floor slabs of first floor Units and the upper surface of the subflooring.
- b. Ceilings: The plane of the lower surface of the ceiling

joists.

c. Interior Building Walls Between the Units: The plane of the surface facing such Unit of the wall studs or of the concrete, where applicable.

d. Exterior Building Walls, Doors and Windows:

As to walls, the plane of the interior surface of the concrete or of the wall studs, where applicable; as to doors, the exterior surface thereof and of the door frames; and as to windows, the exterior surface of the glass and of the window frames.

#### B. MODIFICATION OF UNITS

The Owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes that would affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work, with respect to the foregoing, shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Acton, where required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

#### 9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s), or their lessees, thereof. Each Unit shall be permanently occupied by no more than two persons per bedroom as a single-family residence and shall be used for no other purpose. Notwithstanding any provisions of this paragraph to the contrary, however, the Declarant, his successors or assigns, has the right to use any Unit or common or community area or facility owned by him for models and for sales, construction, storage and administration. Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the Bylaws of the Association and the Rules and Regulations of the Condominium, and shall have a minimum initial term of six (6) months. A copy of the lease or rental agreement shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish copies of all such leases or rental agreements to First Mortgagees upon request. The said Declarant, his successors, assigns or affiliated entities, notwithstanding the foregoing, shall have the further right to let or lease any Units which have not been sold by him, including any such Unit later acquired or later leased by him upon such terms and for such periods, but not less than thirty (30) days, as he, in his sole discretion, shall determine.

No part of the premises, including, but not limited to, the parking spaces and driveways, shall be used for parking or storing of trucks, other commercial vehicles, boats, campers, trailers or other vehicles, items or goods, except for the parking of the duly registered and operable vehicles of the Unit Owners as hereinafter provided in

## Paragraph 10 (a).

No part of the outside premises shall be used for the repairing, maintaining or washing of any vehicle. Provided further, any private passenger automobile of any type that is inoperable and/or unregistered is prohibited from the Parker's Crossing Condominium.

No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the common areas. Dogs, cats or other household pets owned and in the possession of the Unit Owner at the time of the purchase of the said Unit may be kept in the said Unit, provided that the total pets do not exceed one (1) in number and have received the prior approval of the Board of Governors. Provided, further, any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, said pet shall be permanently removed from the property within three (3) days' notice.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association and any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association enforcing the same.

The Association also reserves the right and easement to enter onto the premises, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

The maintenance, repair and improvement of the exterior portions of the Units shall be performed by the Association and the cost of such maintenance, repair and improvements shall be a common expense and shall be allocated and assessed to each Unit Owner in Parker's Crossing Condominium as any other common expense.

10. UNIT APPURTENANCES

Appurtenant to each Unit are the following:

- a. The non-exclusive right to use one (1) outside, unassigned parking space, as shown on the Parker's Crossing Condominium plan hereinbefore referred to. The Association may, at any time, assign all Units the exclusive use of one (1) assigned parking space for each Unit.
- b. Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest, which memberships are not assignable nor severable from ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, of the said premises, subject to and in accordance with restrictions, limitations, provisions and conditions as hereinbefore and

hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

#### 11. COMMON AREAS AND FACILITIES

The common areas and facilities of the Parker's Crossing Condominium comprise and consist of (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in Paragraph 1 hereof, and common areas and facilities shown on the Parker's Crossing Condominium plans annexed hereto; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding, exterior stairs, roofs of the buildings and the carrying common walls between the said Units of the buildings; (c) all sewer, water and electric lines, chimneys and flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, and plumbing fixtures located within said Unit serving the same exclusively; (d) all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; (f) the master television antenna systems and other facilities thereof, if any there be; and (g) the park-



ing spaces.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas and facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or the movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance of the same, so long as the buildings stand, shall exist.

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium.

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by a majority vote of Unit Owners which shall constitute written consent of the Unit Owners and, by the written consent of the majority of the holders of the first mortgages on mortgaged Units, but any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the

Association, by a vote of sixty-six and two-thirds (66 2/3%) percent in interest of the Unit Owners and written consent of the holders of a majority of the first mortgages on mortgaged Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by him.

If the amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all the mortgaged Units. No amendment shall be effective until recorded with the Middlesex South District Registry of Deeds.

#### 15. TERMINATION

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

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

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

#### 16. MORTGAGE STATUS

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

a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws 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.

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 Association or its By-Laws;

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. Except as provided by statute in case of condemnation or

substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and either the approval of the First Mortgagees which have at least sixty-seven (67%) percent of the votes subject to such first mortgages or sixty-seven (67%) percent of the First Mortgagees (based upon one (1) vote for each first mortgage owned), whichever is greater, shall be required to:

(i) by any act or omission, seek to abandon or terminate the Condominium; 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,

(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 utilities or for other 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 the repair, replacement or reconstruction thereof.

(vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
- (d) insurance or fidelity bonds;
- (e) rights to use common areas;
- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- (h) boundaries of any Unit;
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Unit estates;
- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (m) any provisions which are for the express benefit of

mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on Units.

Any First Mortgagee that does not deliver or post to the Association a negative response within thirty (30) days of a written request by the Board of Governors for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Board of Governors making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon by third parties dealing with the Association as to matters therein set forth.

e. 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;

f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws 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;

g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:

- (1) any condemnation loss or any casualty loss which affects

a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

h. To the extent permitted by applicable law, a First Mortgagee shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Master Deed and the original plans and specifications, unless other action is approved by First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to such first mortgages;

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the

votes of Units subject to such first mortgages.

(iii) Except as otherwise provided herein, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of First Mortgagees holding mortgages on all remaining Units whether existing in whole or in part and which have at least fifty-one (51) percent of the votes of such remaining Units subject to such first mortgages;

(iv) When professional management has been previously required by any First Mortgagee, whether such entity became a First Mortgagee at that time or later, any decision to establish self-management by the Association shall require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to such first mortgages.

1. Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed:

(i) to comply with requirements of Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Associa-



tion, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership;

(iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or

(iv) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

#### 17. CONDOMINIUM ASSOCIATION CONTRACTS AND LEASES

Any contract made on behalf of the Condominium Association,

including, but not limited to, management contracts, consulting agreements and/or lease of equipment to the Association, shall not exceed three (3) years and, further, shall provide for termination by the Association without cause and without payment of a termination fee on ninety (90) days' notice.

#### 18. BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to First Mortgagees current copies of the Master Deed, Bylaws, other rules concerning the Condominium and the books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

b. Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

#### 19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the Bylaws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed and of the said Bylaws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting

requirements for action set forth in the Master Deed, in the Bylaws of the Association or between the Master Deed and the Bylaws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

70. MISCELLANEOUS

Captions. The captions herein are inserted only as matter of convenience and for reference and in no way define, limit or describe

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

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

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

Conflicts. This Master Deed is set forth to comply with the requirements of General Laws Chapter 183A and the provisions of such statute shall prevail.

Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens and subject to such rights of amendment and termination herein set forth. The said Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

IN WITNESS WHEREOF, the said William W. Lilly, Trustee of the Parker's Crossing Realty Company as aforesaid, has caused this instrument to be executed and sealed on this 31st day of July 1982.

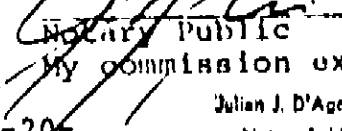
  
William W. Lilly, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

July 31, 1982

Then personally appeared the above-named William W. Lilly, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

  
Notary Public  
My commission expires: 2/3/89  
Julian J. D'Agostino  
Notary Public  
My Commission Expires Feb 3, 1989

PARKER'S CROSSING CONDOMINIUM  
SCHEDULE A

BK 14860 PG 491

Three parcels of land in Acton, County of Middlesex and Commonwealth of Massachusetts situated on Parker Street in said Acton, being shown as Lots 6, 7 and 8 on a plan of land entitled "Plan of Part of 'Parker Village' Acton, Mass. Owned and Developed by Cormier Construction Corporation, Scale: 1 inch = 40 feet, December 24, 1965 Joseph Selwyn-Civil Engineer, 14 Linden Ave., Belmont, Mass." recorded with Middlesex South District Registry of Deeds, Book 11389, Page 425, bounded and described as follows:

LOT 6

WESTERLY by Parker Street, as shown on said plan, one hundred seventy-six and 27/100 (176.27) feet;  
NORTHWESTERLY by a curve having a radius of 25 feet, as shown on said plan thirty-nine and 27/100 (39.27) feet;  
NORTHERLY by land now or formerly of Cormier Construction Corp., on two courses as shown on said plan, one hundred twenty and 40/100 (120.40) feet, and one hundred ninety-five and 00/000 (195.00) feet;  
EASTERLY by land now or formerly of Cormier Construction Corp., as shown on said plan, one hundred sixty-two and 23/100 (162.23) feet; and  
SOUTHERLY by lot #5, as shown on said plan, three hundred twenty (320.00) feet.

Containing 63,544 square feet of land, according to said plan.

LOT 7

WESTERLY by Parker Street on two courses, as shown on said plan, ninety and 00/100 (90.00) feet, and eighty-five and 00/000 (85.00) feet;  
NORTHERLY by lot 8 as shown on said plan, three hundred twenty-one and 13/100 (321.13) feet;  
EASTERLY by land now or formerly of Cormier Construction Corp., as shown on said plan, two hundred twenty and 69/100 (220.69) feet;  
SOUTHERLY by land now or formerly of Cormier Construction Corp., on two courses, as shown on said plan, one hundred sixty-nine and 60/100 (169.60) feet, and one hundred twenty and 40/100 (120.40) feet; and  
SOUTHWESTERLY by land now or formerly of Cormier Construction Corp. on a curve having a radius of 25 feet, as shown on said plan, thirty-nine and 27/100 (39.27) feet.

Containing 63,726 square feet of land, according to said plan.

LOT 8

WESTERLY by Parker Street on four courses, as shown on said plan, one hundred eight and 95/100 (108.95) feet, fifty-one and 83/100 (51.83) feet, forty-one and 72/100 (41.72) feet, and eighty-eight and 20/100 (88.20) feet;  
NORTHEASTERLY by land now or formerly of Boston and Maine Railroad on three courses, as shown on said plan, one hundred eighty-six and 73/100 (186.73) feet, forty-five and 49/100 (45.49) feet, and one hundred eleven and 14/100 (111.14) feet;  
EASTERLY by land now or formerly of Cormier Construction Corp., as shown on said plan, one hundred five and 00/100 (105.00) feet; and  
SOUTHERLY by lot 7, as shown on said plan, three hundred twenty-one and 13/100 (321.13) feet.

Containing 63,193 square feet of land, according to said plan.

Said premises are also shown on the Site Plan to be recorded herewith.

PARKER'S CROSSING CONDOMINIUM  
SCHEDULE B

| <u>UNIT NO.</u> | <u>BUILDING NO.</u> | <u>NO. BEDROOMS</u> | <u>NO. ROOMS</u> | <u>FLOOR AREA<br/>SQUARE FEET</u> |
|-----------------|---------------------|---------------------|------------------|-----------------------------------|
| A11             | A                   | 2                   | 5                | 820                               |
| A12             | A                   | 2                   | 5                | 820                               |
| A13             | A                   | 0                   | 3                | 380                               |
| A14             | A                   | 1                   | 4                | 640                               |
| A15             | A                   | 2                   | 5                | 820                               |
| A16             | A                   | 2                   | 5                | 820                               |
| A21             | A                   | 2                   | 5                | 820                               |
| A22             | A                   | 1                   | 4                | 640                               |
| A23             | A                   | 1                   | 4                | 640                               |
| A24             | A                   | 2                   | 5                | 820                               |
| A25             | A                   | 2                   | 5                | 820                               |
| A26             | A                   | 2                   | 5                | 820                               |
| A31             | A                   | 2                   | 5                | 820                               |
| A32             | A                   | 1                   | 4                | 640                               |
| A33             | A                   | 1                   | 4                | 640                               |
| A34             | A                   | 2                   | 5                | 820                               |
| A35             | A                   | 2                   | 5                | 820                               |
| A36             | A                   | 2                   | 5                | 820                               |
| B11             | B                   | 2                   | 5                | 820                               |
| B12             | B                   | 1                   | 4                | 640                               |
| B13             | B                   | 0                   | 3                | 380                               |
| B14             | B                   | 2                   | 5                | 820                               |
| B15             | B                   | 2                   | 5                | 820                               |
| B16             | B                   | 2                   | 5                | 820                               |
| B21             | B                   | 2                   | 5                | 820                               |
| B22             | B                   | 1                   | 4                | 640                               |
| B23             | B                   | 1                   | 4                | 640                               |
| B24             | B                   | 2                   | 5                | 820                               |
| B25             | B                   | 2                   | 5                | 820                               |
| B26             | B                   | 2                   | 5                | 820                               |
| B31             | B                   | 2                   | 5                | 820                               |
| B32             | B                   | 1                   | 4                | 640                               |
| B33             | B                   | 1                   | 4                | 640                               |
| B34             | B                   | 2                   | 4                | 820                               |
| B35             | B                   | 2                   | 5                | 820                               |
| B36             | B                   | 2                   | 5                | 820                               |
| C11             | C                   | 2                   | 5                | 820                               |
| C12             | C                   | 1                   | 4                | 640                               |
| C13             | C                   | 0                   | 3                | 380                               |
| C14             | C                   | 2                   | 5                | 820                               |
| C15             | C                   | 2                   | 5                | 820                               |
| C16             | C                   | 2                   | 5                | 820                               |
| C21             | C                   | 2                   | 5                | 820                               |
| C22             | C                   | 1                   | 4                | 640                               |
| C23             | C                   |                     |                  |                                   |

PARKER'S CROSSING CONDOMINIUM  
SCHEDULE B (cont'd)

|     |   |   |   |     |
|-----|---|---|---|-----|
| C24 | C | 1 | 4 | 640 |
| C25 | C | 2 | 5 | 820 |
| C26 | C | 2 | 5 | 820 |
| C31 | C | 2 | 5 | 820 |
| C32 | C | 2 | 5 | 820 |
| C33 | C | 1 | 4 | 640 |
| C34 | C | 1 | 4 | 640 |
| C35 | C | 2 | 5 | 820 |
| C36 | C | 2 | 5 | 820 |

All two bedroom Units contain a living room, kitchen, bathroom and two bedrooms.

All one bedroom Units contain a living room, combination kitchen and dining room, bathroom and one bedroom.

All efficiency Units contain a living room, kitchen and bathroom.

All Units have as their immediate access to the common areas the hallways and stairways as shown on said Plan.

PARKER'S CROSSING CONDOMINIUM  
SCHEDULE C

| <u>UNIT</u> | <u>PERCENTAGE INTEREST</u> |
|-------------|----------------------------|
| A11         | 1.83                       |
| A12         | 1.83                       |
| A13         | 1.09                       |
| A14         | 1.56                       |
| A15         | 1.83                       |
| A16         | 1.83                       |
| A21         | 2.06                       |
| A22         | 2.06                       |
| A23         | 1.72                       |
| A24         | 1.72                       |
| A25         | 2.06                       |
| A26         | 2.06                       |
| A31         | 2.10                       |
| A32         | 2.10                       |
| A33         | 1.76                       |
| A34         | 1.76                       |
| A35         | 2.10                       |
| A36         | 2.10                       |



PARKER'S CROSSING CONDOMINIUM  
SCHEDULE C (cont'd)

| <u>UNIT</u> | <u>PERCENTAGE INTEREST</u> |
|-------------|----------------------------|
| B11         | 1.83                       |
| B12         | 1.83                       |
| B13         | 1.56                       |
| B14         | 1.09                       |
| B15         | 1.83                       |
| B16         | 1.83                       |
| B21         | 2.06                       |
| B22         | 2.06                       |
| B23         | 1.72                       |
| B24         | 1.72                       |
| B25         | 2.06                       |
| B26         | 2.06                       |
| B31         | 2.10                       |
| B32         | 2.10                       |
| B33         | 1.76                       |
| B34         | 1.76                       |
| B35         | 2.10                       |
| B36         | 2.10                       |

PARKER'S CROSSING CONDOMINIUM  
SCHEDULE C (cont'd)

| <u>UNIT</u> | <u>PERCENTAGE INTEREST</u> |
|-------------|----------------------------|
| C11         | 1.79                       |
| C12         | 1.79                       |
| C13         | 1.53                       |
| C14         | 1.05                       |
| C15         | 1.79                       |
| C16         | 1.79                       |
| C21         | 2.02                       |
| C22         | 2.02                       |
| C23         | 1.68                       |
| C24         | 1.68                       |
| C25         | 2.02                       |
| C26         | 2.02                       |
| C31         | 2.06                       |
| C32         | 2.06                       |
| C33         | 1.72                       |
| C34         | 1.72                       |
| C35         | 2.06                       |
| C36         | 2.06                       |