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SUNDERLAND HEIGHTS CONDOMINIUM

MASTER DEED

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SUNDERLAND HEIGHTS CONDOMINIUM

MASTER DEED

Master Deed executed and recorded by 340-370 Sunderland Road Trust (the "Sponsor") this 11 day of *March*, 1982.

ARTICLE I
Definitions

For all purposes of this Master Deed and its Exhibits, each term or expression set forth below in this Article I has the meaning stated immediately after it.

1.01. Specific Definitions (including a description of the Land and a description of the Buildings as required by the Condominium Statute.)

Additional Improvements. Improvements constructed and incorporated into the Condominium by the Sponsor after the date of the initial filing hereof pursuant to the exercise of the Expansion Rights.

Additional Units. Units built by the Sponsor and incorporated into the Condominium after the date of the initial filing hereof pursuant to the exercise of the Expansion Rights.

Adjacent Parcel. The Parcel of Land described on Exhibit B hereto which is adjacent to the Land.

Association. The Sunderland Heights Condominium Trust, a trust which is the organization of the unit owners established herewith and which is used by them to manage and regulate the Condominium, all as provided in the By-Laws.

Authorization. Any franchise, license, permit or other consent issued by any Governmental Authority pursuant to any Legal Requirement which is or may be required for the ownership, use and occupancy of a Unit.

Board. The Board of Trustees of Sunderland Heights Condominium Trust and the managing board of the owners association, variously referred to as the "Board", "Board of Trustees", and/or "Trustees".

Additional Land. The land, described in Exhibit C of this Master Deed (which is also shown on Sheet II of the Site Plan), the fee or an easement in same which may be added to the condominium by a restatement of this Master Deed by the Sponsor.

Buildings. The buildings which on the date hereof contain Existing Units and, in addition, upon the filing of a Restatement with respect thereto, all buildings which contain Additional Units, all of which are (or will be) constructed primarily of wood and masonry with a sloped roof.

By-Laws. The By-Laws governing the organization and operation of the Sunderland Heights Condominium Trust. A copy of the Trust and its By-Laws is attached to this Master Deed as Exhibit III and is recorded herewith.

Common Elements. The Common Areas and Facilities as defined in the Condominium Statute of the Condominium which are more specifically defined and described in Article IV hereof and which include, the Buildings (except for the Units), the Improvements, and the Land.

Common Expenses. The aggregate of the expenses of administration, maintenance, repair or replacement of the Common Elements and expenses declared to be a Common Expense by (i) the Condominium Statute, (ii) the By-Laws or (iii) the Board acting pursuant to the By-Laws.

Condominium. The Existing Units and Additional Units, the Buildings, the Improvements and Additional Improvements, the Reserved Area and all easements, rights and appurtenances belonging to any of the foregoing, including the Common Elements.

Condominium Statute. Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended.

Condominium Trust. Sunderland Heights Condominium Trust, which is the organization of the Unit Owners, of which the Unit Owners are the sole beneficiaries and which is used by them to manage and regulate the Condominium, all as provided in the By-Laws.

Exclusive Common Elements. With respect to each Unit (i) the storage area and the parking space assigned to it by the sponsor in the first unit deed (ii) the balcony or patio appurtenant to the Unit and designated for the exclusive use of the Unit Owner on the floor plans thereof.

Expansion Easement. The Easement in gross reserved by the Sponsor in the Land and in those easements and reserved areas shown on the Site Plan recorded herewith to pass and repass over and build upon the Land in order to (i) enter and leave so much of the Land as is not directly under a Building, (ii) park on paved parking areas (subject to the Rules and Regulations)

and (iii) construct, maintain and convey Additional Units, Additional Improvements, Additional Land and such roadways, utility pipes and lines in, on, under and connected with the Land and the Common Elements which the Sponsor deems necessary for or convenient to the construction of the Additional Units or Additional Improvements, including those reserved to the Sponsor in Section 12.04 herein.

Expansion Rights. The rights reserved by and for the benefit of the Sponsor pursuant to Article VI hereof to build, own, sell, lease or occupy Additional Units and Additional Improvements, subject to the terms of the Master Deed, the By-Laws and the Condominium Statute.

Existing Units. Units built by the Sponsor and incorporated into the Condominium upon the original filing of the Master Deed.

Floor Plans. The floor plans of the Buildings and the Units recorded (i) with this Master Deed and (ii) with respect to Additional Units, with each Restatement recorded with respect thereto, all of which show (or will show) the layout, location, unit numbers (designations) and dimensions of the Units, state the name or other designation of the Building in which each Unit is located and which bear (or will bear) the verified statement of a registered architect or registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the Units as built as of the date of the Master Deed or the Restatement, as the case may be.

Governmental Authority. The United States of America, the Commonwealth of Massachusetts, the City of Worcester, the County of Worcester and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them.

Improvements. All improvements, structures intended for the common use of the Unit Owners and utility lines now or at any time located upon or under the Land, and upon the filing of a Restatement with respect thereto, all Additional Improvements, including, but not limited to the concrete walkways, paved parking areas, roads, recreational facilities, electric light poles and the lights thereon, underground utility lines serving the Buildings and any Unit and all trees and shrubs now or hereafter situated in or on the Land and, upon the filing of a Restatement with respect thereto, all Additional Improvements.

Insurance Requirements. All terms of any policy of insurance maintained by the Owners Association which is applicable to the Land, the Condominium or any Unit or any part or parts thereof, the requirements of the issuer of such a policy, and all orders, rules, regulations and other requirements of the issuer of such a policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting any condition, operation or use of the Land, the Condominium, any Unit or any part or parts of either.

Land. The parcel of Land described in Exhibit A, attached hereto, including all easements, rights and appurtenances belonging thereto and subject to the title conditions shown on Exhibit I attached hereto. The Land is part of the Condominium.

Legal Requirements. All statutes, codes, ordinances (and all rules and regulations thereunder), all executive orders and other administrative orders, judgments, decrees, injunctions and other judicial orders of or by any Governmental Authority which may at any time be applicable to parts or appurtenances of the Condominium or any Unit or to any conditions or use of either and the provisions of all Authorizations.

Owners Association. The Sunderland Heights Condominium Trust established herewith and recorded with this Master Deed.

Percent (%) of Unit Owners. With reference to any given percentage (%), the owners of that aggregate Proportionate Interest.

Permitted Use. A dwelling place or permanent residence to be used in accordance with the provisions of Paragraph 5.01.

Person. An individual, a corporation, a company, a voluntary association, a partnership, a trust, an unincorporated organization or a government or any agency, instrumentality or political subdivision thereof.

Proportionate Interest. With respect to each Unit in Building "B", the percentage of interest in the undivided ownership of the Common Elements which is appurtenant thereto, is as set forth in Exhibit II hereof upon the filing of this Master Deed. Upon the filing of the Restatement incorporating the Units in Building "A" into the Condominium, the percentage of interest of the Units in both Buildings "B" and "A" will be as shown on the right-hand column of Exhibit II. Ownership and voting rights in the Owners Association are not assignable and are not severable from the ownership of such Unit. The ownership interest of any Existing Unit is subject to diminution upon inclusion of Additional Units in the Condominium pursuant to Sponsor's Expansion Rights set forth herein and in Article VI hereof.

Reserved Area. Those areas of the land not under Building "B" shown on the Site Plan, Sheets I and II, and reserved by the Sponsor for expansion of the existing Condominium pursuant to Article VI hereof.

Responsible Officer. As defined in the By-Laws.

Restatement. With reference to each Building, if any, which contains Additional Units or Additional Improvements which may be incorporated into the Condominium, the Restatement of this Master Deed required by Article VI hereof. A Restatement is not an amendment to the Master Deed subject to the terms of Article VII hereof.

Rules and Regulations. Rules and regulations with regard to the maintenance and use of the Common Elements as adopted from time to time by the Owners Association.

Site Plan. The plan recorded herewith as Sheet I showing (i) the real estate submitted to the Condominium Statute, (ii) Existing Units and Improvements constructed, (iii) location of Additional Units and Additional Improvements to be constructed, (iv) roads, ways, paths, parking areas and related facilities serving the Condominium.

The additional land and location of additional improvements to be constructed thereon if such land is added to the Condominium as shown on Sheet II of the Site Plan.

Sponsor. The Trustees of 340-370 Sunderland Road Trust, a Massachusetts nominee trust, with a principal place of business at 340-370 Sunderland Road, Worcester, Massachusetts.

Title Conditions. All covenants, agreements, restrictions, easements and declarations of record on the date of the recording of the By-Laws so far as the same may be from time to time in force and applicable, all as shown on Exhibit I hereto.

Unit. A unit (as defined in the Condominium Statute) in the Condominium, including all Existing Units and all Additional Units, if any. As an appurtenance each Unit has the right in common with others to use the roads, shown on the Site Plan, for all purposes for which streets and ways are used in the City of Worcester. All Units have the use and benefit of the Land in common with others entitled thereto. Each Unit contains two bedrooms, two bathrooms, a kitchen, livingroom/diningroom dwelling on one floor containing (i) approximately 992 square feet and (ii) utilities and appliances necessary for the use and enjoyment of the Unit.

Unit Deed. With reference to a particular Unit, a deed thereto complying with Section 9 of the Condominium Statute.

Unit Designation. With respect to each Unit, the street address and model name used to identify the Unit on Exhibit II hereof.

Unit Owner. The owner(s) from time to time of a Unit.

1.02. Miscellaneous Definitions. For all purposes of this Master Deed and the exhibits hereto, unless otherwise expressly provided herein or therein or unless the context otherwise requires:

(a) Each definition hereinbefore stated in Section 1.01 of this Master Deed applies equally to the singular and the plural forms of the term or expression defined;

(b) Any reference to a document or exhibit defined in or by reference in Section 1.01 of this Master Deed is to such document or exhibit as originally executed, or, if modified, amended or supplemented in accordance with the provisions of this Master Deed, to such document as so modified, amended or supplemented and in effect at the relevant times of reference;

(c) The words herein, hereof, hereunder and other words of similar import refer to this Master Deed as a whole and not to any particular Article, Section or other subdivision of this Master Deed;

(d) A pronoun in one gender includes and applies to the other genders as well;

(e) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and

(f) Terms defined in or by reference in the Condominium Statute or the By-Laws shall have the same meaning herein as therein.

ARTICLE II
Submission to Condominium Status

2.01. Submission by Sole Owner. The Sponsor being the sole owner of that certain parcel of real estate located in Worcester, Massachusetts, which parcel is particularly described on Exhibit A attached hereto and made a part hereof (the Land), intends to create and by the execution and recording of this Master Deed does hereby create a condominium. The Sponsor hereby submits the Land, together with the buildings and improvements constructed or to be constructed thereon, to the provisions of Massachusetts General Laws, Chapter 183A, the Condominium Statute, as it may be amended from time to time, for the purpose of creating and establishing a condominium known as Sunderland Heights Condominium to be governed by and be subject to the provisions of Chapter 183A as it may be amended from time to time.

ARTICLE III
Units

3.01. Floor Plans - Existing Units. The Floor Plans of Existing Units are recorded simultaneously herewith and the portion thereof required by the Condominium Statute have been or shall be recorded with each Unit Deed for each Existing Unit.

3.02. Floor Plans - Additional Units. The Floor Plans of Additional Units shall be recorded as provided in Article VI hereof and the portion thereof required by the Condominium Statute shall be recorded with the Unit Deed for each such Unit.

3.03. Unit Designations - Existing Units. The Unit Designations for Existing Units, together with statements of the location of each Unit, the approximate area of each, are set forth in Exhibit II attached hereto and made a part hereof.

3.04. Unit Designations - Additional Units. The Unit Designations for Units, together with statements of the location of such Units, the approximate area of each will be set forth in Exhibit II when Exhibit II is restated in the manner set forth in Article VI hereof.

3.05. Description of Units. Where a Unit is bound by a wall, the wall shall be considered to include the exterior surface of any door, window and window frame or other closure therein, in the closed position, and the boundary shall be the unfinished surface of such wall on the Unit side, to the effect that the Unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. The horizontal boundaries of each Unit (or of each floor therein) shall be the upper surface of the top of the subflooring and in the case of basements, the upper surface of the concrete floor slab. In the case of ceilings, the Unit shall extend to the plane of the surface of the ceiling joists. A Unit includes as part of the Unit and not as a Common Element, the air conditioning unit (if any), hot water tank, hot water heater and heating unit contained therein or in or on any adjacent Common Element, all as more specifically described in Section 4.01(f).

3.06. Proportionate Interest - Existing Units. The Proportionate Interest of each Unit is as set forth in Exhibit II, Col. 7 attached hereto and made a part hereof, and has been determined so as to reflect the approximate relation of (i) the fair value of each Existing Unit on the date hereof to (ii) the aggregate fair value of all Existing Units.

3.07. Proportionate Interest - Additional Units. The Proportionate Interest of each Existing Unit contained in Building "B" and of each Additional Unit contained in Building "A" shall be restated as shown on Exhibit II Column 8 when Building "A" is added to the Condominium by Restatement of the Master Deed.

ARTICLE IV
Description of the Common Areas and Facilities

4.01. Common Elements. The Common Elements consist of the Land and all parts and components of the Buildings (other than Units and such of the following as are by the Floor Plans specifically made part of any Unit) and the Improvements and include, without limitation, the following:

(a) The perpetual easement in the Reserved Area for the erection, repair, maintenance and replacement of the Units. Easement in common with others in and to all roads, ways, walks, parking areas and Improvements benefitting the Sunderland Heights Condominium;

(b) All foundations, columns, girders, beams, supports, interior loadbearing walls, main walls and supports of the Building or Buildings and Unit demising walls;

(c) Those portions of the exterior walls of the Buildings beyond the exposed face of the drywall; all glass and exterior metal enclosures of window frames not included in the Unit; those portions of all walls which (i) enclose Units and separate or divide them from Common Elements and other Units and (ii) are located beyond the unfinished surface on the Unit side of such walls; those portions of the walls located between the Units within the unfinished faces of such walls on either side thereof; the floors; the ceilings; and the roof;

(d) Storage areas which are not part of any Unit;

(e) All space not within a Unit devoted to the use of persons employed in connection with the operation and maintenance of the Condominium;

(f) All installations designed and intended for common use, including, but not limited to, installations designed for use in connection with (i) the delivery to Units of telephone service, electricity, gas, and hot and cold water, and (ii) the provision of sewer, heat, ventilation, and air conditioning services (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether located in Common Elements or in Units, but excluding equipment described in Section 3.05 hereof.

Such installations specifically include pipes, ducts, wires, and conduits serving heating, ventilation, and air conditioning equipment, but otherwise do not include such parts thereof, or any items affixed or connected thereto, which are not designed or intended for common use, including among such exclusions, without limitation, with respect to the electrical system, the secondary distribution system leading from the panel board serving the Unit in question, and with respect to the plumbing system, all pipes on the Unit side of the end of the roughing at the boundary of the Unit, and the fixture or extension pipe attached thereto;

(g) All apparatus, supplies and equipment designed and intended for common use such as, but not limited to, recreational and maintenance equipment and supplies, whether located in common areas or in Units, excluding from such apparatus, supplies and equipment and all parts thereof, and all items affixed or connected thereto, designed or intended for the use of a Unit;

(h) All enclosed space not within a Unit or the Unit demising wall as shown on the Floor Plans;

(i) All Units which may at any time be acquired and held by the Board on behalf of the Owners Association; and

(j) Although part of the Common Elements, all Units have the benefit of Exclusive Common Elements appurtenant to those certain Units. Such Exclusive Common Elements are for the exclusive use of such Unit Owner as herein described.

ARTICLE V

Use of Units; Exclusive Common Elements

5.01. Permitted Uses. No Unit may be used for any use which in the opinion of the Board is inconsistent with the maintenance of the general character of the Condominium as a first class place of residence in the quality of its maintenance, use and occupancy. Such determinations with respect to Permitted Uses shall be made by the Board in accordance with the By-Laws, rules and regulations of the Owners Association as same may be amended from time to time.

5.02. Restrictions on Use. In addition to the foregoing, the use of the Condominium shall be limited in accordance with the following provisions:

(a) The Units and Common Elements shall be used only for purposes consistent with their design;

(b) Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Element or the enjoyment thereof by the Owners of other Units;

(c) No nuisances shall be allowed on the Condominium nor shall any use or practice be allowed which is in violation of the By-Laws or Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants or which requires any alteration or addition to any Common Element;

(d) No Unit Owner or occupant shall commit or permit any violation of any Insurance Requirement, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any insurance policies maintained by the Board, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws, or (iv) result in the increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner(s) responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board in accordance with the By-Laws, or with respect to any policy of insurance carried independently by any Unit Owner (if and as permitted by the By-Laws) shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or an occupant of a Unit to comply with any of the other terms and provisions of this Master Deed, the By-Laws or the Rules and Regulations, the Unit Owner of that particular Unit shall reimburse the Board and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Board or such other Unit Owners as the case may be. The Unit Owner shall be given notice of and an opportunity to be heard and contest such reimbursement prior to any final decision of the Board. The amount of any such reimbursement due the Board may without prejudice to any other remedy of the Board be enforced by assessing the same to that particular Unit as a Common Expense;

(e) No unlawful use shall be made of the Condominium or any part thereof, and all Legal Requirements shall be strictly complied with by and at the sole expense of the Unit Owner or Owners, or the Board, as the case may be, whichever shall have the obligations under the By-Laws to maintain and repair the portion of the Condominium affected by any such Legal Requirement. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of the violation of any Legal Requirement affecting his Unit or the Condominium;

(f) If any Authorization (other than a certificate of occupancy, license or permit applicable to a Building as a whole and required in order to render lawful the initial occupancy of a Building for the Permitted Use) shall be required and if failure to secure such Authorization would in any way affect any other Unit or the Owner thereof or the Board or Owners Association, the Owner of the particular Unit affected shall, at his expense, procure and maintain such Authorization, submit the same to inspection by the Board and comply with all the terms and conditions thereof;

(g) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Building in which his Unit is located which might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive in the reasonable opinion of the Owners Association Board of Trustees;

(h) All machines and equipment installed in any Unit shall be designed, installed, maintained and used by the occupant of such Unit, at the expense of the Unit Owner, so as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors and other objectionable transmissions from such Unit to any other area of the Building in which the Unit is located;

(i) Each Unit Owner shall keep his Unit and the Exclusive Common Elements appurtenant thereto in a good state of cleanliness;

(j) No animals of any kind other than household pets shall be permitted in Units without the prior written permission of the Board;

(k) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the exterior of the Buildings or any Unit without the prior written consent of the Board;

(1) No structural alteration to the Common Elements and no alteration in or addition to a Unit or Exclusive Common Element appurtenant thereto which is visible from the exterior of the Unit shall be made without the prior written consent of the Board;

(m) Until all of the Units, including Additional Units have been sold, Sponsor, its successors and assigns, may (i) lease any unsold Unit and (ii) use any unsold Units as models for display related to the sale or lease of Units.

ARTICLE VI
Expansion of the Condominium

6.01. Reservation by Sponsor. It is the Sponsor's intent to construct 48 condominium units and the improvements on the real estate shown on the Site Plan, Sheet I. Twenty-four units have been constructed and are shown as Building "B" on said site plan and the Unit Floor Plans recorded herewith. The Sponsor or a related entity (hereinafter called the "Sponsor") also intends to acquire title to the adjacent parcel and to develop that property separately from the Condominium, but with the Condominium and adjacent parcel sharing certain improvements including recreational facilities, road and utility services. Under the plan, the Sponsor intends to convey and dedicate to the Condominium the fee or an interest in certain Additional Land which is now part of the Adjacent Parcel. The Additional Land is shown on the Site Plan, Sheet II and is described in Exhibit C hereto. Such land or an interest therein, if conveyed to the Condominium, is to be used for the relocation of the proposed swimming pool, other recreational facilities, and also for the relocation of parking facilities and other improvements which are to become part of the Common Areas as shown on Sheet II of the Site Plan. Pursuant to such intent and scheme of development, the Sponsor reserves the following rights, easements, privileges and licenses:

(a) An expansion easement to construct 24 additional units (Building "A") in the location designated on the Site Plan. Such easement shall be exercisable from time to time by the Sponsor in its sole discretion until termination of the Expansion Rights;

(b) An expansion easement to construct additional Improvements from time to time, or at any time, on so much of the Land as is not directly under a Building, such right to extend to the Reserved Areas, including the right to (i) add to the Land the Additional Land or (ii) an interest therein shown on the Site Plan, Sheet II to the Condominium both (i) and (ii) described in Exhibit C hereto; including the right to alter the location of walkways, swimming pool, parking spaces and other Common Elements as shown on Sheet II of the Site Plan.

(c) All such Additional Units built under the Expansion Rights shall be contained in buildings of an exterior appearance architecturally consistent with the buildings in which Existing Units are located, provided, however, that the Sponsor may make interior alterations to any Unit so long as such additional Units are not materially inconsistent with the description of the types of Unit contained in the definitions thereof;

(d) The Sponsor reserves as part of the Expansion Rights, an easement to pass and repass over the Land shown on the Site Plan, including the right to store equipment and supplies necessary and convenient for the construction of Additional Units and Additional Improvements. Sponsor reserves the right to use all ways, parking areas, walkways and Common Elements, including the right to construct additional ways, parking areas and Common Elements provided such reserved rights do not interfere with access and use of same by the owners of Existing Units; and

(e) The easements, reservations, privileges and rights of this provision shall inure to the benefit of the Sponsor, its successors and assigns.

6.02. Restatement. If any such Additional Units or Additional Improvements are constructed or if the Additional Land is incorporated into the Condominium, the Sponsor shall restate this Master Deed by recording with the Worcester County Registry of Deeds (i) a Restated Master Deed in form and substance identical to this Master Deed (which may incorporate by reference all or any part of this Master Deed) with only such changes as are necessary to include the Additional Units, Additional Improvements or portion of the Reserved Areas included therein and the Common Elements thereof in the Condominium, (ii) a copy of Exhibit II hereof restated to show Proportionate Interests calculated as hereinafter provided, and (iii) such plans with respect to such Additional Units or Additional Improvements as may be required by Section 8 (f) (or any successor section) of the Condominium Statute in order to submit such Additional Units or Additional Improvements to the Condominium Statute and incorporate them into the Condominium, and (iv) such Site Plan revisions necessary to include the Additional Land.

6.03. Calculation of Proportionate Interest. If such Master Deed is restated, the Proportionate Interest for each Existing Unit, each Additional Unit, if any, incorporated into the Condominium prior to the recording of such Restatement and the Additional Units being made subject hereto by the recording thereof shall be calculated according to the formula set forth in Paragraph 3.07.

6.04. Termination of Expansion Rights. The rights and easements of the Sponsor to construct Additional Units, Additional Improvements and to add the Additional Land to the Condominium shall terminate seven years from the date hereof.

6.05. Ownership of Additional Units. Although Additional Units may from time to time be built upon the Reserved Area, all Additional Units (and the Proportionate Interests appertaining thereto) shall be owned in fee simple by the Sponsor and may be conveyed, or mortgaged by the Sponsor.

6.06. Additional Improvements. The incorporation into the Condominium of Additional Improvements or portions of the Reserved Areas without the simultaneous incorporation into the Condominium of Additional Units shall not result in any recalculation of Proportionate Interest.

6.07. Transfer of Expansion Rights. Until expiration of the expansion rights, said rights granted by this Article VI may be sold, granted by deed, assigned, mortgaged or hypothecated by the Sponsor by a deed, mortgage or other instrument in writing which makes specific reference hereto.

6.08. Binding Effect. Each owner of an Existing Unit, each owner of an Additional Unit and the holder of a mortgage of any thereof shall be bound by the provisions of this Article VI.

ARTICLE VII
Amendment of Master Deed

7.01. Amendment Prior to Termination of Expansion Rights. Until such time as the Expansion Rights shall have expired, this Master Deed may be amended and the Condominium may be removed from the provisions of the Condominium Statute pursuant to Section 19 of said statute (or any successor section) thereof, only by the vote of seventy-five percent (75%) of the Unit Owners (including the Sponsor), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of such vote, any amendment may be approved without a meeting by unanimous written consent of (i) the Sponsor and (ii) all Unit Owners entitled to vote under the By-Laws.

7.02. Amendment After Termination of Expansion Rights. If all Expansion Rights have expired or 24 Additional Units have been incorporated into the Condominium, whichever occurs later, this Master Deed may be amended and the Condominium may be removed from the provisions of the Condominium Statute pursuant to Section 19 (or any successor section) thereof by the vote of seventy-five percent (75%) of the Unit Owners as in the manner described in Section 7.01 hereof or by unanimous written consent as described in Section 7.01 hereof.

7.03. Effect of Amendments. No such amendment shall alter the foregoing provisions of this Article VII or the Proportionate Interest of any Unit as expressed herein without the unanimous vote or written consent of all Unit Owners entitled to vote under the By-Laws.

7.04. Effective Date. No amendment of this Master Deed shall be effective until a certificate setting forth the same and its due adoption is recorded with the Worcester County Registry of Deeds pursuant to Article IX hereof.

ARTICLE VIII

Name of Condominium and Owners Association;
Adoption of By-Laws

8.01. Name of Condominium. The Condominium is known as "Sunderland Heights Condominium".

8.02. Name of Association; By-Laws. The Owners Association has been formed and has enacted the By-Laws. The name of the Association is "Sunderland Heights Condominium Trust". The names of the Trustees who constitute the Board of Trustees on the date hereof are:

John M. Nahigian, of Auburndale, Massachusetts
Frederick H. Springer, of Worcester, Massachusetts
Roland Gray, Jr., of Milton, Massachusetts

ARTICLE IX

Actions on Behalf of the Trust

9.01. Binding Effect of Instruments. Any instrument executed on behalf of the Trust shall be conclusively binding upon the Trust if (i) signed by two persons then appearing of record at the Worcester County Registry of Deeds to be Trustees, and (ii) recorded with said Worcester Deeds.

9.02. Reliance by Third Parties. Any persons dealing with the Condominium or Owners Association or any Unit Owner may always rely, without further inquiry, on a certificate signed by (a) two Trustees of the Owners Association or (b) fifty-one percent (51%) of the Unit Owners and recorded in like manner with respect to (a) the authority of the Trustees to act, (b) any vote or action of the Trustees or of the Unit Owners, (c) the names of and positions held by the then incumbent Trustees, and (d) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or the Condominium or Owners Association or which are in any other manner germane to the affairs of the Condominium or Owners Association.

9.03. Resignation of Trustees. Trustees may resign, their terms of office shall expire, they may be removed and new Trustees may be appointed, all as provided in the Trust, provided, in each case, that none of the foregoing shall be effective as against any persons dealing with the Trust or the Unit owners unless there shall have been recorded with said Worcester Deeds (i) a certificate made by either (a) the Sponsor or (b) not less than two persons then appearing of record at said Worcester Deeds as being Trustees, setting forth, in the case of any such expiration, resignation, removal or appointment, that the same has taken place or (ii) in the case of a resignation, a certificate made by the resigning Trustee stating that he has resigned.

ARTICLE X
Encroachments

10.01. Easement for Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements (whether such encroachment now exists or occurs hereafter as a result of the manner in which a Building has been constructed, or settling or shifting of a Building, or alteration or repair to the Common Elements made by or with the consent of the Board, or as a result of repair or restoration of a Building or a Unit or the Common Elements by or with the consent of the Board after damage by fire or other casualty, or by the action of any Governmental Authority or as a result of a Taking) a valid easement shall exist for the maintenance of such encroachment for so long as such Building or Unit stands.

ARTICLE XI
Utilities and Other Common Elements
Located Inside the Units

11.01. Easements for Common Elements. Each Unit Owner shall have appurtenant to his Unit an easement to use all Common Elements located in any of the other Units or elsewhere on or in the Condominium and serving its Unit, such easement to be in common with the Owners of all other Units served by such Common Elements. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the Common Elements located in that Unit and serving such other Units.

11.02. Easement to Use Common Elements. Each Unit Owner shall have appurtenant to this Unit the perpetual right to use in common with other Unit Owners the Common Elements for ingress to and egress from his Unit and for all other purposes for which the Common Elements were intended to be used.

11.03. Right of Access. The Board of Trustees shall have a right of access to each Unit to inspect the same, to correct violations of the By-Laws, to maintain, repair and replace the Common Elements contained therein or elsewhere in the Building, and for any other purposes permitted by the By-Laws.

ARTICLE XII
Miscellaneous

12.01. 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.

12.02. 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 thereof.

12.03. Limitation on Liability. No Trustee, attorney or agent of the Sponsor shall be under any personal liability as such Trustee, attorney or agent for the satisfaction of any obligation which may arise by reason of the execution and recording of this Master Deed.

12.04. Reservation of Rights - Adjacent Parcel. The Sponsor reserves to itself the right to grant to itself or to any other party who acquires ownership of the Adjacent Parcel a non-exclusive easement and right to use, construct, and maintain Additional Improvements, all rights of way (shown on the Site Plan, Sheets I and II), including the right to lay and maintain water, sewer, and gas pipes and to erect, string, and maintain poles and wires for the transmission of electricity in and over the Land or Additional Land, said rights to be appurtenant to the Adjacent Parcel and provided that such rights reserved to the Sponsor herewith shall be exercised, if at all, in such a fashion as to not interfere with access and use of same by the owners of existing units. The obligations for the costs of constructing such rights of way and for the installation of said improvements for utilities shall be borne by the owner of the Adjacent Parcel and such obligations shall be appurtenant to the Adjacent Parcel. Upon the written request of the Sponsor and for purposes of confirming said grant herein, the Trustees of Sunderland Heights Condominium Trust will join in any instrument reasonably necessary, in the opinion of the Sponsor, to carry out the provisions of this paragraph.

(a) Maintenance of Non-Exclusive and Shared Facilities and Improvements. If the Sponsor exercises its rights under Section 12.04 above and/or Section 6.01 so that the Adjacent Parcel has the benefit and use of shared facilities and improvements with the Condominium established by this Master Deed, the maintenance, repair and replacement costs of such shared facilities and improvements shall be fairly apportioned between the Condominium and the owners of the Adjacent Parcel as determined by the formula in (b) below.

(b) The total of such costs shall be allocated between the Condominium and the Adjacent Parcel as follows: (i) the Condominium's share of such total costs shall be determined by multiplying the total costs by a fraction, the numerator of which shall be the total number of dwelling units in the Condominium, and the denominator of which shall be the total of the combined dwelling units in the Condominium and those on the Adjacent Parcel; (ii) the Adjacent Parcel's share of such total costs shall be determined by multiplying the total costs by a fraction, the numerator of which shall be the total number of dwelling units on the Adjacent Parcel, and the denominator of which is the same as in (i) herein; (iii) for purposes of this paragraph, dwelling units shall be defined as those for which a certificate of occupancy has been issued.

IN WITNESS WHEREOF, the Sponsor has caused this Master Deed to be executed as a sealed instrument, this 11th day of March, 1982.

340-370 SUNDERLAND ROAD TRUST

By: *J. M. Naligon*
Trustee and not Individually

Roland Gray, Jr.
Trustee and not Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. March 11, 1982

Then personally appeared the above named Trustees

and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of 340-370 Sunderland Road Trust, as aforesaid, before me.

Karl Gray
Notary public

My Commission expires: 1/19/84

SUNDERLAND HEIGHTS CONDOMINIUMEXHIBIT A

The land in the City and County of Worcester, bounded and described as follows:

Starting at a point in the southwesterly side of Sunderland Road at the northeasterly corner of other land owned now or formerly by John M. Nahigian and Roland Gray, Jr., as Trustees of Redwood Hills Associates.

THENCE S 58° 44' 24" W seven hundred twenty-eight and ninety-one hundredths (728.91) feet to a point;

THENCE N 44° 09' 59" W one hundred fifty and twenty-six hundredths (150.26) feet to a point;

THENCE S 45° 50' 00" W seven and fifty-eight hundredths (7.58) feet to a point;

THENCE S 47° 34' 00" W thirty-seven and fourteen hundredths (37.14) feet to an iron pin;

THENCE N 46° 39' 20" W one hundred eighty (180) feet to an iron pin;

THENCE N 43° 20' 40" E three hundred forty (340) feet to an iron pin;

THENCE S 49° 27' 00" E one hundred ninety-two (192) feet to a point;

THENCE by a curve to the left the radius of which is fifty (50) feet and the arc length is seventy-nine and sixty-four hundredths (79.64) feet to an iron pin;

THENCE N 39° 17' 34" E one hundred eighty-eight and thirteen hundredths (188.13) feet to a point;

THENCE S 29° 10' 40" E ninety-one and seventy hundredths (91.70) feet to a point;

THENCE N 60° 49' 20" E two hundred twenty-nine and twenty hundredths (229.20) feet to the southwesterly side of Sunderland Road;

THENCE S 29° 10' 40" E thirty-three and eighty-eight hundredths (33.88) feet to a point;

THENCE S 31° 24' 20" E one hundred sixteen and twenty-six hundredths (116.26) feet to the point of beginning.

EXHIBIT A (Page 2)

The last two courses are by the southwesterly side of Sunderland Road.

Subject to an easement seventeen feet in width along Sunderland Road granted to the City of Worcester for the purpose of street widening.

All as shown on a plan entitled "Sunderland Heights Condominium Site Plan, Sheet I, Worcester, Massachusetts" dated September 30, 1981, revised February 3, 1982, and drawn by Reney Brothers, Inc. Registered Engineers and Surveyors recorded herewith. *Pl Bk 494 - Pl. 116*

For title, see deed to John M. Nahigian and Roland Gray, Jr., Trustees of 340-370 Sunderland Road Trust u/d/t dated *June 30, 1981*, 1981 (the "Sponsor"), recorded at Worcester District Registry of Deeds in Book 7267, Page 381

EXHIBIT B

To The
 SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED
Adjacent Parcel

Land situated on the Southwesterly side of Sunderland Road in the City of Worcester, County of Worcester, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at an iron pipe set on the Southwesterly line of Sunderland Road at the most Easterly corner of the herein described premises, said point being distant Northwesterly, measured by two courses along the Southwesterly line of Sunderland Road, eight hundred ninety (890'+) feet, more or less, from the intersection of the Southwesterly line of Sunderland Road and the Northwesterly line of Niles Street,

- THENCE: S 47°-14'-28" W one hundred seventy six and fifty nine hundredths (176.59') feet to an iron pipe set at an angle
- THENCE: S 39°-17'-34" W two hundred fifty and no hundredths (250.00') feet to an iron pipe set at the beginning of a curve to the right
- THENCE: Southwesterly and Westerly by a curve to the right that has a radius of fifty (50.00') feet, an arc distance of seventy nine and sixty four hundredths (79.64') feet to another iron pipe set at the Westerly terminus of said curve
- THENCE: N 49°-27'-00" W one hundred ninety two and no hundredths (192.00') feet to an iron pipe set at an angle
- THENCE: S 43°-20'-40" W three hundred forty and no hundredths (340.00') feet to an iron pipe set at an angle
- THENCE: S 46°-39'-20" E one hundred eighty and no hundredths (180.00') feet to an iron pipe set at an angle; the last six courses are delineated on a plan filed with the Worcester District Registry of Deeds in Plan Book 482, Plan 32
- THENCE: S 47°-34'-00" W two hundred sixteen and five hundredths (215.05') feet to a point at an angle, as delineated on a plan filed with the Worcester District Registry of Deeds in Plan Book 372, Plan 44
- THENCE: S 50°-12'-31" W six hundred thirty and ninetenn hundredths (630.19') feet to a point at the Southeasterly corner of the herein described premises at land now or formerly of John, Thaddeus and Helen Burzynski
- THENCE: N 80°-49'-40" W four hundred sixty two and no hundredths (462.00') feet to an iron pipe

EXHIBIT B (Sheet II)

- THENCE: N 22°-22'-50" E four hundred twelve and fifty hundreths (412.50') feet to a point
- THENCE: N 75°-12'-30" W twenty two and seventy six hundreths (22.76') feet to a pile of stones monument at land of the City of Worcester, the last three courses being by land of said Burzynski
- THENCE: N 10°-38'-55" E two hundred five and twenty nine hundreths (205.29') feet to a point at the Southeasterly corner of land now or formerly Sunderland Road Trust
- THENCE: N 33°-51'-45" E one thousand fifty two and forty nine hundreths (1,052.49') feet to a point
- THENCE: N 86°-39'-25" E one hundred thirty two and no hundreths (132.00') feet to a point on a stone wall at land now or formerly of F. Perkins, the last two courses being by land of Sunderland Road Trust as delineated on a plan filed with the Worcester District Registry of Deeds in Plan Book 392, Plan 81
- THENCE: S 03°-09'-20" E by the line of the stone wall and by land of said F. Perkins, seventy and nineteen hundreths (70.19') feet to a drill hole in the stone wall at an angle
- THENCE: S 01°-12'-20" E by the line of the stone wall and by land now or formerly of Milton H. Perkins, one hundred seventy six and fourteen hundreths (176.14') feet to an iron pipe set at an angle in the wall
- THENCE: S 49°-45'-00" E by the line of the stone wall and by land of said Milton H. Perkins, eighty seven and sixty eight hundreths (87.68') feet to a drill hole in the stone wall at the Westerly end of a barway
- THENCE: S 48°-15'-05" E by the barway and by a stone wall, by land of said Milton H. Perkins and land now or formerly of Robert M. Perkins one hundred seventy and sixty five hundreths (170.65') feet to a drill hole set at an angle in the wall
- THENCE: S 49°-12'-30" E by the line of the stone wall and by land of said Robert M. Perkins, one hundred sixty and twelve hundreths (160.12') feet to a drill hole set at an angle in the stone wall
- THENCE: S 49°-27'-00" E by the line of the stone wall and by land of said Robert M. Perkins, two hundred eleven and twelve hundreths (211.12') feet to a drill hole set at the corner of said stone wall
- THENCE: N 39°-17'-34" E by the line of the stone wall and by land of said Robert M. Perkins, four hundred fifty four and twenty five hundreths (454.25') feet to a point on the Southwesterly line of Sunderland Road

EXHIBIT B (Sheet III)

THENCE: S 29°-10'-40" E by said Sunderland Road, eighty and no hundredths (80.00') feet to the point of beginning

The above described premises contain, by calculation, 22.379 acres of land and are conveyed together with a right of way to Blithewood Avenue, as delineated

The above described premises are conveyed subject to an easement for the future widening of Sunderland Road and an easement to the New England Telephone & Telegraph Company. ~~All boundaries and easements described or referred to are delineated on a plan entitled "Land in Worcester, Massachusetts owned by William C. Haddad" dated April 13, 1981 and prepared for filing with the Worcester District Registry of Deeds in Plan-Book _____ Plan _____ by Reney Brothers, Inc., Registered Engineers and Surveyors, Worcester, Massachusetts.~~

EXHIBIT C

To The

SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED

Additional Land

1. The fee in a triangular shaped lot of land shown ascertaining 12,565 square feet located on the Southwesterly side of the land shown as the Sunderland Heights Condominium Site Plan, Sheet II; beginning at a point located at the westernmost Northwesterly corner of the land of the Condominium shown on said Plan and then running;

S 7° -12'-30" E two hundred nineteen and seventy-five hundredths (219.75) feet to a point;

Thence: N 47° -34'-00" E one hundred forty (140) feet to a point;

Thence: N 46° -39'-20" W one hundred eighty (180) feet to the point of beginning.

2. An easement in common with others entitled thereto for the purposes of the installation of parking space for vehicles, utilities and an emergency access road, said easement to run with the land and is shown on the Sunderland Heights Condominium Site Plan, Sheet II, marked Easement 2, beginning at a point in the Westerly side of Sunderland Road, said point being eighty (80) feet Northwesterly from the Northeasterly corner of land owned by Redwood Hills Associates as shown on said Plan:

Thence: S 39° -17'-34" W four hundred fifty-four and twenty-five hundredths (454.25) feet to a point;

Thence: N 49° -27'-00" W two hundred eleven and twelve hundredths (211.12) feet to a point;

Thence: N 49° -12'-30" W seventy-four and twenty-nine hundredths (74.29) feet to a point;

Thence: S 40° -33'-00" W one hundred twenty and twenty-three hundredths (120.23) feet to a point;

Thence: S 49° -27'-00" E ninety (90) feet to a point;

Thence: N 43° -20'-40" E about seventy-four (74) feet to an iron pipe;

Thence: S 49° -27'-00" E one hundred ninety-two (192) feet to a point;

Thence: seventy-nine and sixty-four hundredths (79.64) feet along a curve to the left whose radius is fifty (50) feet to an iron pipe;

EXHIBIT C (Page 2)

Thence: N 39° -17'-34" E two hundred fifty (250) feet to a point;

Thence: N 47° -14'-28" E one hundred seventy-six and fifty-nine hundredths (176.59) feet to the Westerly line of Sunderland Road;

Thence: N 29° -10'-40" W eighty (80) feet to the point of beginning.

EXHIBIT I

To The

SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED

Title Conditions

The Sunderland Heights Condominium Units shall be sold subject to and with the benefit of the following matters:

- (a) Easement reserved perpetually for the Existing Units, Improvements and Common Areas and Facilities, including Exclusive Common Elements, of the Sunderland Heights Condominium;
- (b) Reserved Area and perpetual easement for the erection of Additional Units and Additional Improvements;
- (c) Rights of others in and to Sunderland Road, Sunderland Heights Road and other Roads shown on the Site Plan, or as may be shown on Site Plan Amendments, for all purposes for which roads and ways are used in the City of Worcester;
- (d) Expansion Rights and Easement of Sponsor set forth in Article VI;
- (e) Right of the Sponsor to grant easements, permits and licenses through the Land for installation and maintenance of underground utilities necessary and convenient for the Sunderland Heights Condominium development;
- (f) Right of the Sponsor from time to time to grant easement rights in all roads, ways and paths shown on the Site Plan for the benefit of and as an appurtenance to Additional Units;
- (g) Any state of facts which may be disclosed by an accurate survey of the premises subsequent to the date of the Site Plan and Floor Plans recorded herewith;
- (h) Zoning By-Laws and any Amendments thereto now or hereafter adopted. Sponsor represents that the improvements erected and those contemplated comply with the present By-Law of the City of Worcester;
- (i) Easements in favor of utility companies for the construction and maintenance of underground utility and telephone lines which easements may or may not have yet been recorded. Easements in favor of the City of Worcester for use of sewer, water and drainage which may or may not have yet been recorded.
- (j) The Master Deed, By-Laws, Unit Deeds, Site Plan and Floor Plans to be recorded herewith, as same may be amended from time to time.
- (k) Real estate taxes attributable to a Unit for the then current year as are not yet due and payable on the date of closing of said Unit.

EXHIBIT I (Sheet 2)

To The

SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED

Title Conditions (Cont'd)

(1) Right of the Sponsor to grant to any party who acquires ownership of the Adjacent parcel a non-exclusive easement and right to use, construct, and maintain all paths and rights of way shown on the Site Plan, Sheets I and II,* including the right to lay and maintain water, sewer, and gas pipes and to erect, string, and maintain poles and wires for the transmission of electricity in, under and over the premises described above, said rights to be appurtenant to the adjacent parcel. The easement area is shown on the Site Plan as Easement 1 and is described according to said Plan as follows:

Beginning at a point in the Westerly side of Sunderland Road, said point being fifty (50) feet Northwesterly from the Southeast corner of Sunderland Heights Condominium Site Plan recorded herewith:

- Thence: S 58° -44'-24" W three hundred twenty (320) feet to a point;
- Thence: N 87° -19'-37" W two hundred eighty-six and thirteen hundredths (286.13) feet to a point;
- Thence: S 49° -10'-58" W two hundred sixty and thirty-five hundredths (260.35) feet to a point in the Westerly line of Sunderland Heights, Phase I;
- Thence: N 46° -39'20" W by said property line sixty-five (65) feet;
- Thence: N 66° -58'-31" E one hundred fourteen and sixty-five hundredths (114.65) feet to a point;
- Thence: N 49° -58'-31" E one hundred sixty-three and thirty-seven hundredths (163.37) feet to a point;
- Thence: N 49° -27'-00" N one hundred fifty (150) feet to a point in the Northerly line of Sunderland Heights Condominium Site Plan;
- Thence: N 43° -20'-40" E eighty (80) feet to an iron pipe;
- Thence: S 49° -27'-00" E one hundred ninety-two (192) feet to a point;
- Thence: Seventy-nine and sixty-four hundredths (79.64) feet along a curve to the left, whose radius is fifty (50) feet to an iron pipe;

* Except that the easement area running between Buildings A & B shall not be used for a right of way to the adjacent parcel.

EXHIBIT I (Sheet 3)

To The

SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED

Title Conditions (Cont'd)

- Thence: N 39° -17'-34" E One hundred eighty-eight and thirteen hundredths (188.13) feet to a point;
- Thence: S 29° -10'-40" E Ninety-one and seventy hundredths (91.70) feet to a point;
- Thence: N 60° -49'-20" E Two hundred twenty-nine and twenty hundredths (229.20) feet to a point in the Westerly side of Sunderland Road;
- Thence: by the Westerly line of Sunderland Road S 29° -10'-40" E thirty-three and eighty-eight hundredths (33.88) feet to a point; and S 31° -24'-20" E sixty-six and twenty-six hundredths (66.26) feet to the point of beginning.

(m) Right of the Sponsor to grant, if not previously recorded, a non-exclusive easement and right to use, construct and maintain paths and rights of way; water, sewer and gas pipes and to erect, string and maintain poles and wires for the transmission of electricity in, under and over the premises described below, said rights to be appurtenant to land of Redwood Hills Associates shown on the Site Plan. The easement area is shown on the Site Plan as Easement 1A and is described according to said plan as follows:

Beginning at a point in the Westerly side of Sunderland Road, said point being fifty (50) feet Northwesterly from the Southeast corner of Sunderland Heights Condominium Site Plan recorded herewith:

- Thence: S 58° 44'-24" W One hundred ninety-four and ninety hundredths (194.90) feet to a point;
- Thence N 29° -10'-40" W One hundred seven and seventeen hundredths (107.17) feet to a point in the Southerly line of property owned by Redwood Hills Associates;
- Thence: N 60° -49'-20" E along said line, one hundred ninety-two and twenty hundredths (192.20) feet to a point in the Westerly line of Sunderland Road;
- Thence: by the Westerly line of Sunderland Road S 29° -10'-40" E thirty-three and eighty-eight hundredths (33.88) feet to a point; and S 31° -24'-20" E sixty-six and twenty-six hundredths (66.26) feet to the point of beginning.

EXHIBIT II
to the
SUNDERLAND HEIGHTS CONDOMINIUM MASTER DEED
(Sheet 1)

SUNDERLAND HEIGHTS CONDOMINIUM
340-170 Sunderland Road
Worcester, Massachusetts

Unit Designation Column 1	Unit Location Column 2	Number of Rooms in Unit Column 3	Unit Type Column 4	Immediate Common Area to which Unit has Access Column 5	Approximate Area of Unit in Sq. Feet Column 6	Proportionate Interest in Common Elements Column 7
Unit 1	Ground Floor	2 BR, 2 B, L-D	I	Common Hallway, Patio	992 sq. ft.	2.083
Unit 2	Ground Floor	2 BR, 2 B, L-D	IA	Common Hallway, Patio	"	2.083
Unit 3	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.016
Unit 4	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.016
Unit 5	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.118
Unit 6	First Floor	2 BR, 2 B, L-D	IA	Common Hallway, Balcony	"	2.118
Unit 7	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.050
Unit 8	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.050
Unit 9	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.150
Unit 10	Second Floor	2 BR, 2 B, L-D	IA	Common Hallway, Balcony	"	2.150
Unit 11	Third Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.083
Unit 12	Third Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.083
Unit 13	Ground Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.083
Unit 14	Ground Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.083
Unit 15	First Floor	2 BR, 2 B, L-D	IA	Common Hallway, Balcony	"	2.083
Unit 16	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.016
Unit 17	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.016
Unit 18	First Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.118
Unit 19	Second Floor	2 BR, 2 B, L-D	IA	Common Hallway, Balcony	"	2.118
Unit 20	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.050
Unit 21	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.050
Unit 22	Second Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.150
Unit 23	Third Floor	2 BR, 2 B, L-D	IA	Common Hallway, Balcony	"	2.083
Unit 24	Third Floor	2 BR, 2 B, L-D	I	Common Hallway, Balcony	"	2.083

Building "B"

BR = Bedroom
B = Bathroom
L-D = Living-Dining Area

EXHIBIT 11
(Sheet 2)

Unit Designation Column 1	Unit Location Column 2	Number of Rooms in Unit Column 3	Unit Type Column 4	Immediate Common Area to which Unit has Access Column 5	Approximate Area of Unit in Sq. Feet Column 6	Proportionate Interest in Common Elements Column 7
Building "A"						
Unit 25	Ground Floor	2 BR, 2 B, L-D	2A	Common Hallway, Patio	992 sq. ft.	2.083
Unit 26	Ground Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.083
Unit 27	First Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.016
Unit 28	First Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	4 sq. ft.	2.016
Unit 29	First Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.118
Unit 30	First Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.118
Unit 31	Second Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.050
Unit 32	Second Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.050
Unit 33	Second Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.150
Unit 34	Second Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.150
Unit 35	Third Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.083
Unit 36	Third Floor	2 BR, 2 B, L-D	1	Common Hallway, Balcony	" sq. ft.	2.083
Unit 37	Ground Floor	2 BR, 2 B, L-D	1	Common Hallway, Balcony	" sq. ft.	2.083
Unit 38	Ground Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.083
Unit 39	First Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.016
Unit 40	First Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.016
Unit 41	First Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.118
Unit 42	First Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.118
Unit 43	Second Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.050
Unit 44	Second Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.050
Unit 45	Second Floor	2 BR, 2 B, L-D	1	Common Hallway, Balcony	" sq. ft.	2.150
Unit 46	Second Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.150
Unit 47	Third Floor	2 BR, 2 B, L-D	1A	Common Hallway, Balcony	" sq. ft.	2.083
Unit 48	Third Floor	2 BR, 2 B, L-D	2A	Common Hallway, Balcony	" sq. ft.	2.083

BR - Bedroom
B - Bathroom
L-D - Living-Dining Area

Recorded MAR 18 1982 at 9h. m AM