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**MASTER DEED  
OF THE  
THE CONDOMINIUM AT LITTLE NECK**

The Feoffees of the Grammar School in the Town of Ipswich, a Massachusetts trust created under the Will of William Paine (Suffolk Probate # 1:346) with an address c/o P.O. Box 166, Ipswich, MA 01938, hereinafter referred to as "Declarant", being the sole Owner of certain premises in Ipswich, Essex County, Massachusetts, described in Exhibit A hereto (the "Premises"), by duly executing and recording this Master Deed, do hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a Condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end hereby declare and provide as follows:

**1. NAME:**

The name of the Condominium shall be:

The Condominium at Little Neck

**2. DESCRIPTION OF THE LAND:**

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

**3. DESCRIPTION OF BUILDINGS:**

The description of the buildings (the "Buildings") comprising the Condominium, stating the number of stories, the number of Units, and the principal materials of which they are constructed is set forth and described in Exhibit B attached hereto and made a part hereof. The Buildings initially include the Phase 1 Buildings and will also include the Future Phase Building upon recording of the Future Phase.

**4. DESCRIPTION OF THE UNITS AND UNIT BOUNDARIES:**

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

**5. COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES:**

## PHASE 1:

Phase 1 of the Condominium is comprised of the Phase 1 Buildings containing the Phase 1 Units located on the Land as hereinafter defined. A subsequent Phase of the Condominium will be comprised of one building (the "Future Phase Building"). The Future Phase Building is currently existing, as shown on the Site Plan of the Condominium recorded herewith, but has not yet been phased into the Condominium with the Condominium having been formed subject to existing lease or tenancy rights of the owner(s) of the Future Phase Building. Use of all Common Areas and Facilities shall be subject to the Rules and Regulations as hereinafter defined.

- A. The common areas and facilities of the Condominium (hereinafter sometimes called the "Common Elements" or "Common Areas and Facilities") comprise and will consist of all land describing the Premises as set forth on Exhibit A attached hereto (hereinafter the "Land"), together with and subject to all easements, encumbrances, restrictions, and appurtenances described in various paragraphs hereunder and on Exhibit A and all other items listed as such in Massachusetts General Laws Chapter 183A and located on the land, and until creation of the Future Phase Unit also subject to existing lease or tenancy rights of the current owner(s) of the Future Phase Building. The Common Areas and Facilities of the Condominium include the community center building (the "Community Center Building") and a separate freestanding building (the "Wastewater Building") in which the common wastewater collection system facility is located and also within which an office (the "Office") is located, and which Office is used for maintaining the wastewater system records and which shall also be used as an office for the Trustees. The common areas and facilities also include, but are not limited to, all roadways shown on the Plans, open space, the beaches, the dock, the common wastewater collection system and facilities related thereto including all appurtenances, and all installations designed and intended for common use, including, but not limited to, installations designed for use in connection with (i) the delivery to the Units of telephone service, electricity, gas, and water (including all pipes, cables, ducts, wires and conduits designed and intended for common use in connection therewith), but excluding those facilities described herein which serve only a single Unit. The larger of the two existing painted rocks located in the Common Area in front of and between Unit 23 Plum Sound Road and Unit 21 Plum Sound Road shall be left in its current location so long as the current owner of Unit 23 Plum Sound Road holds title to Unit 23 Plum Sound Road, so as to provide protection to Unit 23 Plum Sound. The Owner of Unit 23 Plum Sound Road shall have the right to continue to paint said rock until such time as the Owner of Unit 21 Plum Sound Road sand blasts said rock so that it is entirely free of paint and uniform in its appearance, failing which the Owner of 23 Plum Sound Road may continue to paint said rock. The Trustees shall have the right from time to time to establish reasonable rules, requirements, restrictions and limitations upon the use of Common Areas and Facilities, as set forth in the Rules and Regulations promulgated under Condominium Trust;
- B. The limited common areas and facilities of the Condominium (hereinafter sometimes called the "Limited Common Elements" or "Limited Common Areas and Facilities") are appurtenant to the respective Units as shown on the Plans and comprise and will consist

of the following:

- 1) The yards, lawns, access ways, walkways, sidewalks, driveways, parking areas, and the improvements thereon and thereof, appurtenant to the Phase 1 Buildings and Phase 1 Units but only to the extent such improvements and appurtenances are validly and properly existing in accordance with all applicable laws and all governing rules, regulations and restrictions in place as of the date of this Master Deed, including without limiting the generality of the foregoing, walls, fences, steps, sill cocks, lighting fixtures, and shrubbery, plants and other landscaping, if any, as shown on the Plans of the Condominium recorded herewith. To the extent any Limited Common Elements are determined to not be so validly and properly existing, whether as of the date of this Master Deed or thereafter, the same may be required to be removed at the Owner's expense upon order of the Trustees. Without limitation to the foregoing description of Limited Common Areas and Facilities and for purposes of clarity, it is hereby specifically acknowledged that: (i) no fences are permitted to be constructed on any Limited Common Areas and Facilities (excepting for such as may be permitted pursuant to and in accordance with the Rules and Regulations for gardening purposes);
- 2) So much of any utility conduits or equipment which serves only one Unit whether or not such conduit or equipment is located in a limited common area;
- 3) Any existing subsurface system serving an individual Unit, provided however that in the event of failure of any such system, or if otherwise lawfully required by the Trustees or by governmental authority, the owner of the Unit being served by such system shall pay the cost of and shall connect to the common system serving all Units in the Condominium.
- 4) Notwithstanding any other provision of this Master Deed to the contrary, no driveway connecting any common area streets to limited common area driveways shall be blocked at any time.
- 5) No parking shall be permitted in the common areas adjacent to the ball field and community center so as to prevent a Unit Owner in said vicinity from parking his/her vehicle in reasonable proximity to his Unit.

#### FUTURE PHASE:

A future Phase of the Condominium is comprised of the Future Phase Building containing the Future Phase Unit as shown on the site plan for the Condominium recorded herewith. Said Unit shall be known as Unit 43 Hilltop Road. The Future Phase Building will be comprised of and will include one unit (the "Future Phase Unit"), such that if the Future Phase Building is added to the Condominium, upon phasing of the Future Phase Building and Future Phase Unit into the Condominium there shall be a total of one hundred sixty seven (167) Units in the Condominium.

- A. Upon the creation of such Future Phase, the common areas and facilities of the Condominium (hereinafter sometimes called the "Common Elements" or "Common

Areas and Facilities”) comprise and will consist of the Land, together with and subject to all easements, encumbrances, restrictions, and appurtenances described in Exhibit A and all other items listed as such in Massachusetts General Laws Chapter 183A and located on the land, which is not a part of a Unit as hereinafter described;

- B. Upon the creation of such Future Phase, the limited common areas and facilities of the Condominium are those limited common elements that are appurtenant to the Phase 1 Units and the Unit added as part of such Future Phase, all as shown on the Plans and comprise and will consist of the following:

1) The yards, lawns, access ways, walkways, sidewalks, driveways, parking areas, and the improvements thereon and thereof, appurtenant to the Phase 1 Buildings and Phase 1 Units and the Future Phase Building and Future Phase Unit that are a part of such Future Phase but only to the extent such improvements and appurtenances are validly and properly existing in accordance with all applicable laws and all governing rules, regulations and restrictions in place as of the date of the Amendment to the Master Deed creating the Future Phase, including without limiting the generality of the foregoing, walls, fences, steps, sill cocks, lighting fixtures, and shrubbery, plants and other landscaping, if any, as shown on the Plans of the Condominium recorded herewith and the Plans recorded with such Future Phase Amendment to this Master Deed;

2) So much of any utility conduits or equipment which serves only one Unit whether or not such conduit or equipment is located in a limited common area.

## **6. DETERMINATION OF PERCENTAGE INTEREST IN COMMON ELEMENTS:**

The Owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C hereto for such Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all Units on this date. Said common areas and facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use as such may be designated in Exhibit C hereto, shall be subject to the provisions of the Little Neck Condominium Trust and the By-Laws set forth therein, if any, herein referred to, or any Rules and Regulations (the “Rules and Regulations”) of the Condominium at Little Neck as may from time to time be duly adopted by the Trustees in accordance with Section 5.7 of the Condominium Trust, if any, and the use and maintenance thereof. Upon completion of Phase 2, the Owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit D hereto for such Unit.

(a) MAINTENANCE AND REPAIR OF EXCLUSIVE EASEMENTS AND RIGHTS OF USE: Those limited common areas and facilities of the Condominium described hereinbefore, subject to exclusive easements and rights of use appurtenant to the Units, if any, as such may be designated in Exhibit C hereto, shall be maintained in good repair by, and at the sole expense of the Unit Owner benefiting from such exclusive easement and right of use (who shall also reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's

negligence, misuse, or neglect). The Limited Common Elements appurtenant to each Building shall be maintained in good repair by, and at the sole expense of the Owners of the Unit contained within such Building (who shall also reimburse the Trust for the cost of any repairs or damage thereto caused or permitted by any such Unit Owner's negligence, misuse, or neglect). If the Owner of any such Unit, or the Owners of Units included in any such Building, shall fail or neglect so to maintain any such areas, the Trustees may do so and charge such Unit Owner(s) for the costs thereof, and such Unit Owner(s) shall be liable therefore, such charge shall constitute a lien upon the Unit or Units so effected pursuant to the provisions of General Laws 183A, Section 6.

## **7. FLOOR PLANS:**

The verified floor plan of the building showing the layout, location, Unit numbers and dimensions of the Units and other such matters as are required by law, are attached hereto.

## **8. USE OF BUILDING AND UNITS:**

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

(a) The Buildings and each of the Units are intended only for residential purposes, PROVIDED HOWEVER, no use shall be permitted which shall unreasonably interfere with the quiet enjoyment of another Unit and, PROVIDED FURTHER, that in the case of such residential purposes, no such use may be made of a Unit except by the owner thereof or his permitted lessees and the members of their immediate families, or for no more than three persons unrelated by blood or marriage.

## **9. RESTRICTIONS ON THE USE OF UNITS AND LIMITED COMMON ELEMENTS:**

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

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Little Neck Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install interior walls lying wholly within such Unit and make alterations and modifications to the interior of any Unit, provided, HOWEVER, that any and all work with respect to the removal and installation of interior walls or other improvements or interior alterations and modifications shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Little Neck Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed, PROVIDED HOWEVER, that the Trustees of the Little Neck Condominium Trust shall not be required to approve any alteration of a Unit that would result in a zoning violation or in a violation of the Rules and Regulations. Further, so long as the Land has not been connected to a public sewer

system and it continues to be governed by Massachusetts Department of Environmental Protection Administrative Consent Order ACO-NE-03-1G005a, dated October 5, 2004 (the "DEP Consent Order"), then in no event shall any such interior alterations or construction increase the number of bedrooms within the Building or Unit, such that the total number of bedrooms of the Units in the Condominium shall not be permitted to exceed approximately 462 bedrooms as contemplated by the DEP Consent Order so long as governed by such DEP Consent Order. All alterations pursuant to this section shall be at the Unit Owner's sole cost and expense, and all construction projects shall be completed in accordance with the Rules and Regulations during the "Offseason" which shall commence the day after the Labor Day weekend and shall end of June 30 (the "Offseason") and only during the hours from 8:00 am until 4:30 pm, except in the case of emergency in which case it shall nonetheless be completed with prior notice and Trustee permission;

(c) Modifications may be made to the exterior of any Building by the Owner of the Unit contained within such Building, but only with first obtaining the prior written consent of the Trustees of the Condominium Trust, subject to plans and specifications which have been submitted to and approved by the said Trustees, and PROVIDED, HOWEVER, that the owner of the Unit performing such modifications undertakes such work only after then obtaining all necessary governmental approvals and permits necessary to construct such modifications, and has prior to undertaking such modifications, given to the Trustees of the Condominium Trust, for the benefit of the Unit Owners, a certificate of liability insurance in an amount reasonably satisfactory to the Trustees, but in no event less than One Million Dollars (\$1,000,000.00). All such modifications shall be undertaken by contractors licensed by the Commonwealth of MA in a good and workmanlike fashion using new materials. Notwithstanding the forgoing provisions of this paragraph, no modifications shall be made to the exterior of a Building if such modifications would expand the building envelope, increase the height of a building or create a zoning violation or result in a violation of the Rules and Regulations, and again, so long as the Land has not been connected to a public sewer system and it continues to be governed by the DEP Consent Order, then in no event shall any such modifications increase the number of bedrooms within the Building or Unit, such that the total number of bedrooms of the Units in the Condominium shall not be permitted to exceed approximately 462 bedrooms as contemplated by the DEP Consent Order so long as governed by such DEP Consent Order. All alterations pursuant to this section shall be at the Unit Owner's sole cost and expense, and all construction projects shall be completed in accordance with the Rules and Regulations during the Offseason and only during the hours from 8:00 am until 4:30 pm, except in the case of emergency in which case it shall nonetheless be completed with prior notice and Trustee permission. In the event that a Unit is lost due to erosion, the owner of the Unit shall, at its sole cost and expense, be allowed to rebuild the Unit at another location on the Land as shall be approved and designated by the Trustees of the Little Neck Condominium Trust;

(d) The limitations on use and restrictions set forth in Sections 8 and 9 shall be for the benefit of the Owners of the Units and the Trustees of Little Neck Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Trustees;

(e) Owners of the Units may not transfer their Units without the appurtenant right to the

portions of the Common Elements which they have an exclusive right to use;

(f) No Unit shall be used in a manner that interferes with the peaceful possession or proper use of the Condominium by its residents and occupants;

(g) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or relating to the Common Elements but caused by the Owner of a Unit (or such Owner's guest or lessee) shall be eliminated by and at the sole expense of the Owner of said Unit, and those relating to the Common Elements may be eliminated by the Trustees but at such Unit Owner's sole cost and expense, except as may be otherwise provided for herein;

(h) No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units and the Common Elements may not be used in a manner that interferes with the peaceful enjoyment and possession of the Condominium by its residents and occupants;

(i) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the area to which such Unit Owner has exclusive rights, any furniture, structures, improvements or objects of any kind, and with respect to Common Elements upon which a Unit Owner has exclusive use rights no fences, structures or improvements of any kind, whether permanent or temporary, may be constructed or placed upon the Common Elements unless the same shall first be approved by the Trustees and only so long as the same shall not create a zoning violation or result in a violation of the Rules and Regulations. No roadway or passageway shall be used for any purpose other than normal transit there through or such other purposes as the Trustees may designate;

(j) All maintenance and use by Unit Owners of the yards, decks, porches, and all other facilities shall be done so as to preserve the appearance and character of the same and of the Condominium without substantial modification;

(k) Unit Owners may keep in their Units, without the approval of the Trustees normal household pets, provided they are not a nuisance; and

1. Unless otherwise restricted under other agreement duly recorded, any Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

(a) Notice of lease or rental of any Unit shall be made to the Trustees at least one (1) calendar week in advance of the commencement of the tenancy with a copy of the signed lease or occupancy agreement being provided to the Trustees therewith, and any lease, or occupancy agreement, shall:

(i) be in writing and apply to the entire Unit, and not merely a portion thereof; and

(ii) expressly provide that the lease, or occupancy agreement shall be subject in every

respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement, and as the same may be duly amended and modified; and

(iii) contain the following notice, in capital letters, double spaced:

"THE UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM - NOT A RENTAL COMMUNITY. THE CONDOMINIUM BUILDINGS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDINGS ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL COMMUNITY. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME AND WITH THE RESTRICTIONS SET FORTH HEREIN, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO



PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)"; and

(iv) expressly provide that notwithstanding whether or not permitted by a Unit Owner under the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, that a lessee, tenant or occupant under the lease or occupancy agreement, shall be subject to the following restrictions along with any further restrictions as the Trustees may from time to time adopt applicable to tenants:

"(A) The tenant of a Unit Owner may have one dog in the Unit rented so that there is never more than one dog in said Unit at any one time.

(B) The Unit and Common Areas and Facilities may only be occupied or used by a single family unit with the total number of adults (excluding minor children) not to exceed the total number of bedrooms in the Unit.

(C) No more than two (2) automobiles are permitted or allowed.

(D) No motor homes, campers or tents are permitted or allowed.

(E) No motorcycles are permitted or allowed."; and

2. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the By-Laws and the Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Trustees of the Condominium Trust of which the leased Unit is a part, shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Trustees and Unit Owners (other than the Owner of the affected unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

(a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law.

(b) If the default continues for fifteen (15) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the Owner of the affected Unit in accordance

with the provision of Article V Section 5.1(o) of the By-Laws, and terminate the tenancy by giving written notice to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both;

(c) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustee's may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default;

(d) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals there from, shall be entirely at the expense of the Owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were Common Expenses owed by the Unit or Unit Owner;

(e) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section;

(f) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith following its execution;

(g) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement;

(h) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (except the Unit Owners who are Lessors), shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement; and

(i) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

## **10. AMENDMENTS:**

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

(i) Signed by the Unit Owners entitled to Eighty-five (85%) percent of the undivided interests in the Common Elements; and

(ii) Signed and acknowledged by a majority of the Trustees of The Little Neck Condominium Trust hereinafter referred to; and

(iii) Duly recorded with the Essex South Registry of Deeds, PROVIDED HOWEVER, that

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit so altered;

(c) No instrument of amendment affecting any Unit in any manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

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

(e) No instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by Unit Owners entitled to One Hundred (100%) percent of the undivided interests in the Common Elements; and

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

#### **11. FUTURE PHASE:**

Notwithstanding anything contained in Section 10 or otherwise herein to the contrary, the Declarant and its successors in title, including the Condominium Trustees for the benefit of the Unit Owner(s), may, prior to July 1, 2032, without the consent of any Unit Owner and without consent of any mortgage holder, amend this Master Deed so as to create up to one additional phase of the Condominium as there is a cottage presently existing and not included in Phase I. Any such amendment shall contain with respect to the additional phase (a "Phase"), referred to therein all the particulars required by said Chapter 183A and from and after the recording of such amendment or amendments, the Condominium shall include the Unit and the Common Elements included in such additional Phase, and provided further that the Declarant or its successors in title to said Phase shall have the right prior to recording of the amendment creating such Phase, to change the size, layout, location and percentage interest in any amendment hereto with respect to Units in the Phases. The

designation of the Unit in such Future Phase, a statement of its location, approximate area, number of rooms and immediate common areas to which it has access, and its proportionate interest in the Common Areas and Facilities shall be set forth in the amendment creating such Phase.

Notwithstanding the foregoing, the Future Phase shall not contain in total more than one unit, such that if the Future Phase is created, upon phasing of the Future Phase Building and Future Phase Unit into the Condominium there shall be a total of, and no more than, one hundred sixty seven (167) Units in the Condominium. No amendment to this Master Deed shall be effective until it is recorded with the Essex South Registry of Deeds. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and its successors to vote in favor of, make, or consent to any such 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 and its successors to vote in favor of, make, execute and record the Amendment(s) creating the Phase.

The cost and expense for the Future Phase amendment to add the additional Unit shall be borne solely by the owner of the new Unit being phased into the Condominium.

Notwithstanding any of the provisions herein (including subsections or of Chapter 183A, the Declarant, its successors, assigns, and nominees, reserve the right to add to the Condominium such additional building, Unit, parking spaces (if any), and exclusive use areas (or an lesser part thereof) and to amend this Master Deed creating a subsequent Phase as hereinbefore described; each Unit Owner, his or her successor, assigns and mortgagees shall, by the acceptance and recording of his or her Unit Deed, irrevocably appoint the Declarant, his or her successors, nominees and mortgagees, as his or her attorney to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph. The right to amend this Master Deed to add such additional phase, and the appointment of the Declarant, its successors, assigns, and nominees, as attorney as aforesaid, shall expire upon the earlier of:

- (1) twenty one (21) years from the date of recording this Master Deed;
- (2) the recording of an instrument with the Essex South District Registry of Deeds executed by the Declarant, its successors, assigns, and nominees, terminating the Declarant's, its successors, assigns, and nominees, right to add such additional phase; or
- (3) the recording of the amendment adding the Phase by which all units to which the Declarant, its successors, assigns, and nominees, is entitled will thereupon have been added to the Condominium.

## **12. MANAGING ENTITY:**

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Little Neck Condominium Trust, a Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust establishes a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The name and address of the five

(5) original Trustees thereof are as set forth below, who shall be obligated to serve as fiduciaries pursuant to the terms of the Little Neck Condominium Trust and to fulfill their obligations in management of the Condominium and pursuant to the Settlement Agreement and Agreement for Judgment pursuant to which the Condominium was originally created until their successors shall be as elected by the Unit Owners upon and following the sale of the one hundred twentieth (120<sup>th</sup>) Unit by the Declarant, and thereafter as elected and appointed by the Unit Owners from time to time pursuant to and in accordance with the terms and provisions of the Little Neck Condominium Trust. The original Trustees are as follows:

1. Peter Foote of 401 Colonial Drive, Ipswich, MA.
2. Donald Whiston of 2 Jeffrey's Neck Road, Ipswich, MA
3. Tracy Filosa of 6 Sawyer Road, Ipswich, MA
4. Peter Twining of 88 North Ridge Road, Ipswich, MA
5. Seth Ward of 8 Longmeadow Road, Ipswich, MA.

The Trustee(s) have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. The said original Trustees and then their successors in office as Trustees of the Little Neck Condominium Trust are sometimes referred to herein as the "Trustees" (the "Trustees").

### **13. UNITS SUBJECT TO MASTER DEED, BY-LAWS, UNIT DEED, AND REGULATIONS:**

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

### **14. ENCROACHMENTS:**

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

### **15. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES**

## **AND OTHER COMMON ELEMENTS:**

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in the Common Elements and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements serving such other Units and located in the Common Elements. The Trustees shall have a right of access to each Unit to repair, or replace the Common Elements contained therein or elsewhere in any Building. In an emergency such access shall not require notice to the Unit Owner; for ordinary, non-emergency repairs, access shall be provided following no less than 24 hour notice to the Unit Owner.

## **16. INVALIDITY:**

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

## **17. 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.

## **18. 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 or the intent of any provisions hereof.

## **19. CONFLICTS:**

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

## **20. PROVISIONS FOR THE PROTECTION OF MORTGAGEES: FHLMC, FNMA PROVISIONS:**

In all events, the following provisions shall not apply to any debt of the Condominium Trustees to the Declarant. Except for any such debt, and notwithstanding anything to the contrary contained elsewhere in this Master Deed or in the Condominium Declaration of Trust, and subject to any greater requirements imposed by M.G.L. Ch. 183A, the following provision shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages (hereinafter referred to as "eligible mortgages") of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA)

as applicable, under laws and regulations applicable thereto. The Declarant intends that the following provisions of this paragraph comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Owners' Association under this Master Deed or the Condominium Trust, or with respect to any other matter, the one with the greater numerical requirement shall control.

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose to take title to a Unit pursuant to the remedies provided in its mortgage;  
or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii).

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Any First Mortgagee who obtains title to any Unit by foreclosure 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) To the extent permitted by applicable law, any lien of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest that may be levied by the Condominium Trust in connection with unpaid assessments shall be subordinate to said mortgage;

(e) A lien for common expense or other assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter;

(f) All taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(g) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro-rata interest or obligations of any individual Unit, other than as contemplated herein and in Exhibit D attached hereto, for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities, other than as contemplated herein and in Exhibit D attached hereto, provided that the granting of easements for public utilities or 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 other than for repair, replacement, or reconstruction thereof, except as otherwise provided in Section 5.6 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(h) In no event shall any provisions of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses or to a taking of such Unit and/or the Common Areas and Facilities.

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Elements that may be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least two (2) months' estimated common expenses for each Unit to be paid at time of the first conveyance of such Unit which fund shall be maintained in a segregated account. The contribution to such fund for each unsold Unit shall be paid by Declarant to the Trust within thirty (30) days after the date of conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

(j) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:



(i) written notification from the Trustees of the Condominium Trust of any default of its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect all books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities

(vi) receive timely notice of a lapse, cancellation or material modification of any insurance policy maintained by the Trust; and

(vii) receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

(l) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within sixty (60) days of written request by the Trustees for approval of any non-material addition or amendment pursuant to this section shall be deemed, provided such notice was delivered by certified or registered mail with a return receipt requested, to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the said Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Section 7.5 of the Condominium Trust.

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

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

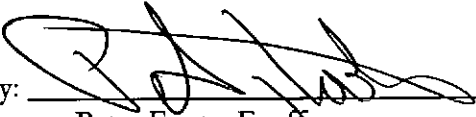
## **21. MISCELLANEOUS:**

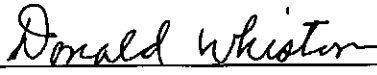
Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership; (c) to bring this Master Deed into compliance with Chapter 183A; or (d) to correct clerical or typographical errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to 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.

THE NEXT PAGE IS THE SIGNATURE PAGE.

IN WITNESS WHEREOF, The Feoffees of the Grammar School in the Town of Ipswich have caused this Master Deed to be duly executed, sealed and delivered as of this 31st day of July, 2012.

The Feoffees of the Grammar School in the Town of  
Ipswich

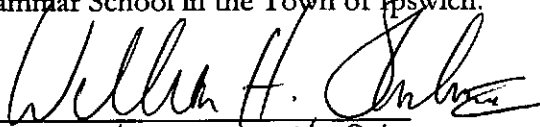
By:   
Peter Foote, Feoffee

By:   
Donald Whiston, Feoffee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 31st day of July 2012, before me the undersigned notary public, personally appeared Peter Foote and Donald Whiston, Feoffees as aforesaid, proved to me through satisfactory evidence of identification, which were Massachusetts drivers licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of The Feoffees of the Grammar School in the Town of Ipswich.

  
Notary Public: WILLIAM H. SHERMAN III  
My Commission Expires: 2/1/13

**EXHIBIT A**  
**MASTER DEED**  
**The Condominium at Little Neck**

**EXHIBIT A**

A parcel of land, commonly known as Little Neck, at the end of Little Neck, Ipswich, Essex County, Massachusetts, being approximately 35 acres. The parcel is shown as a series of separate lots, including but not limited to, Lots 1 through 173, inclusive, and the ways, paths and driveways, including but not limited to those ways or paths presently known as Bay Road, Hilltop Road, Middle Road, River Road, Cliff Road, Plum Sound Road, Kings Way, Gala Way, Baycrest Road and Cove Road, and including any and all gaps and gores between such lots and ways, if any, and all as generally depicted on Ipswich Board of Assessors Map 24C (Revised March, 2008).

Subject to an Easement in the Inhabitants of the Town of Ipswich, dated February 22, 1995, recorded in the Essex South District Registry of Deeds, Book 12954, Page 10.

Subject to Order of Conditions issued by the Ipswich Conservation Commission, dated January 13, 2005, recorded in said Registry, Book 23914, Page 381; and dated March 30, 2005, recorded in said Registry, Book 24148, Page 181.

For title, see the Last Will of William Paine, who died in 1660 (Suffolk Registry of Probate, 1:346).

**EXHIBIT B**  
**MASTER DEED**  
**The Condominium at Little Neck**

Each Building contains one Unit and the name of the Condominium is and shall be "The Condominium at Little Neck."

The boundaries of the Units comprising the Condominium are as follows:

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

1. FLOORS: the floors are included within and are a component of the Unit, with, in the case of each Unit having a concrete foundation the plane of the upper surface of the concrete slab beneath the Unit being the lower boundary of the Unit, and in the case of those Units without a concrete slab foundation, the plane of the upper surface of the ground beneath the Building being the lower boundary of the Unit.
2. ROOFS/CEILINGS: The plane of the exterior surface of the roof is the upper boundary of the Unit, with all interior ceilings being a component of the Unit and being included within and part of the Unit.
3. DOORS AND WINDOWS: The plane of the exterior surface of doors and the exterior surface of window glass and the exterior surface of the window frames.
4. EXTERIOR BUILDING WALLS: The plane of the exterior surface of the wall siding, or the plane of the exterior surface of the masonry when masonry is the finished material.

Unit 6 Bay Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 8 Bay Road, a one floor wood frame structure on a partial concrete and concrete block foundation and piers with an unfinished storage space below;

Unit 12 Bay Road, a two floor wood frame structure on a concrete and concrete block foundation with a partial finished basement;

Unit 15 Bay Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 16 Bay Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 17 Bay Road, a one story wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 18 Bay Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 19 Bay Road, one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 23 Bay Road, a two floor wood frame structure on piers;

Unit 25 Bay Road, a one floor wood frame structure on piers;

Unit 27 Bay Road, a two floor wood frame structure on a concrete foundation with an unfinished basement below;

Unit 29 Bay Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 31 Bay Road, a one floor wood frame structure on piers;

Unit 33 Bay Road, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 35 Bay Road, a two floor wood frame structure on a concrete, stone and concrete block foundation with an unfinished storage space below;

Unit 3 Baycrest Road, a two floor wood frame structure on a concrete block foundation and piers with an unfinished storage space below;

Unit 6 Baycrest Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 9 Baycrest Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 17 Baycrest Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 18 Baycrest Road, a one floor wood frame structure on a concrete foundation with a finished basement;

Unit 21 Baycrest Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 22 Baycrest Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 23 Baycrest Road, a two floor wood frame structure on piers;

Unit 24 Baycrest Road, a one floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 25 Baycrest Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 26 Baycrest Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 27 Baycrest Road, a two floor wood frame structure on a concrete foundation with a partial finished basement;

Unit 28 Baycrest Road, a two floor wood frame structure on a concrete foundation with a partial finished basement;

Unit 30 Baycrest Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 2 Cliff Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 4 Cliff Road, a two floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 6 Cliff Road, a one floor wood frame structure on a concrete foundation with a partial finished basement;

Unit 8 Cliff Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 10 Cliff Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 3 Cove Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 4 Cove Road, a two floor wood frame structure on piers;

Unit 5 Cove Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 6 Cove Road, a one floor wood frame structure on piers;

Unit 8 Cove Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 9 Cove Road, a two floor wood structure on a concrete foundation and piers with an unfinished storage space below;

Unit 10 Cove Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 12 Cove Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 15 Cove Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 17 Cove Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below and unfinished attic;

Unit 5 Gala Way, a one floor wood frame structure on a concrete block foundation and piers with an unfinished storage space below;

Unit 1 Hilltop Road, a two floor wood frame structure on a partial concrete block foundation and piers;

Unit 7 Hilltop Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 8 Hilltop Road, a one floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 9 Hilltop Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 10 Hilltop Road, a one floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 11 Hilltop Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 12 Hilltop Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 15 Hilltop Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 16 Hilltop Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 18 Hilltop Road, a two floor wood frame structure on piers with an unfinished storage space below;



Unit 19 Hilltop Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 20 Hilltop Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 21 Hilltop Road, a two floor wood frame structure on concrete and a concrete block foundation and piers with an unfinished storage space below;

Unit 22 Hilltop Road, a two floor wood frame structure on concrete and a concrete block foundation with an unfinished storage space below;

Unit 23 Hilltop Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 24 Hilltop Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 25 Hilltop Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below and unfinished attic;

Unit 26 Hilltop Road, a two floor wood frame structure on a partial concrete and concrete block foundation and piers with an unfinished storage space below;

Unit 33 Hilltop Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 35 Hilltop Road, a two floor wood frame structure on a partial concrete/stone foundation and piers with an unfinished storage space below;

Unit 37 Hilltop Road, a one floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 3 Kings Way, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 4 Kings Way, a one floor wood frame structure on a partial concrete and concrete block foundation and piers with an unfinished storage space below;

Unit 5 Kings Way, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 8 Kings Way, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 10 Kings Way, a two floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 11 Kings Way, a one floor wood frame structure on a concrete foundation with a finished basement;

Unit 16 Kings Way, a one floor wood frame structure with a loft on a partial concrete foundation and piers with an unfinished storage space below;

Unit 17 Kings Way, a one floor wood frame structure on piers with an unfinished storage space below;

Unit 18 Kings Way, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 19 Kings Way, a one floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 20 Kings Way, a one floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 21 Kings Way, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 22 Kings Way, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 24 Kings Way, a one floor wood frame structure on a concrete block foundation and piers with an unfinished storage space below;

Unit 25 Kings Way, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 27 Kings Way, a one floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 29 Kings Way, a one floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 3 Middle Road, a two floor wood frame structure on piers;

Unit 4 Middle Road, a two floor wood frame structure on a partial concrete block foundation and piers;

Unit 5 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 6 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 7 Middle Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 8 Middle Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 9 Middle Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 10 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 11 Middle Road, a two floor wood frame structure on a concrete block foundation and piers with a partial finished basement;

Unit 12 Middle Road, a two floor wood frame structure on a concrete block foundation;

Unit 14 Middle Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished basement;

Unit 16 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 19 Middle Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 20 Middle Road, a one floor wood frame structure with a loft on a concrete block foundation with an unfinished storage space below;

Unit 21 Middle Road, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 22 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 24 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 26 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 28 Middle Road, a two floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 29 Middle Road, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 30 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 31 Middle Road, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 32 Middle Road, a two floor wood frame structure on a concrete/brick and concrete foundation with a partial finished basement;

Unit 35 Middle Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 36 Middle Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 37 Middle Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 38 Middle Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 39 Middle Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 40 Middle Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 41 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 42 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 43 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 45 Middle Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 2 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 3 Plum Sound Road, a two floor wood frame structure on a concrete and stone foundation with an unfinished storage space below;

Unit 4 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 5 Plum Sound Road, a two floor wood frame structure with on piers with an unfinished storage space below;

Unit 6 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 12 Plum Sound Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 13 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 14 Plum Sound Road, a two floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 15 Plum Sound Road, a one floor wood frame structure on a concrete block and brick foundation with an unfinished storage space below;

Unit 19 Plum Sound Road, a one floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 20 Plum Sound Road, a one floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 21 Plum Sound Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 22 Plum Sound Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 23 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 24 Plum Sound Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 25 Plum Sound Road, a one floor wood frame structure on a concrete foundation with a partially finished basement;

Unit 27 Plum Sound Road, a one floor wood frame structure on a concrete block foundation with a partial finished basement;

Unit 28 Plum Sound Road, a one floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 30 Plum Sound Road, a one floor wood frame structure on a partial concrete block foundation and piers with an unfinished basement;

Unit 2 River Road, a two floor wood frame structure on a concrete foundation with a partial finished basement;

Unit 3 River Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 6 River Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 10 River Road, a two floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 11 River Road, a two floor wood frame structure on a concrete block and stone foundation with an unfinished storage space below;

Unit 12 River Road, a two floor wood frame structure on a concrete and concrete block foundation with a partial finished basement;

Unit 15 River Road, a two floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 16 River Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below;

Unit 21 River Road, a one floor wood frame structure with a loft on a partial concrete block foundation and piers with an unfinished storage space below;

Unit 25 River Road, a one floor wood frame structure on a partial concrete block foundation and piers;

Unit 27 River Road, a two floor wood frame structure on piers;

Unit 29 River Road, a two floor wood frame structure on piers with an unfinished crawl space;

Unit 31 River Road, a one floor wood frame structure on a partial concrete foundation and piers with an unfinished storage space below;

Unit 35 River Road, a one floor wood frame structure on a partial concrete block foundation and piers;

Unit 37 River Road, a one floor wood frame structure on a concrete foundation with an unfinished storage space below;

Unit 39 River Road, a two floor wood frame structure on a concrete foundation with a partial finished basement;

Unit 41 River Road, a two floor wood frame structure on a concrete foundation;

Unit 43 River Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 44 River Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 45 River Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 46 River Road, a two floor wood frame structure on piers;

Unit 47 River Road, a two floor wood frame structure on concrete and a concrete block foundation with an unfinished storage space below;

Unit 48 River Road, a two floor wood frame structure on a concrete and concrete block foundation;

Unit 49 River Road, a two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 50 River Road, a two floor wood frame structure on a partial concrete block foundation and piers;

Unit 53 River Road, a two floor wood frame structure on a concrete and concrete block foundation with an unfinished storage space below and unfinished attic;

Unit 55 River Road, two floor wood frame structure on a concrete block foundation with an unfinished storage space below;

Unit 57 River Road, a two floor wood frame structure on a partial concrete and concrete block foundation and piers with an unfinished storage space below;

Unit 59 River Road, a two floor wood frame structure on piers with an unfinished storage space below;

Unit 61 River Road, a two floor wood frame structure on piers;

Unit 63 River Road, a one floor wood frame structure on concrete foundation with an unfinished storage space below.

**EXHIBIT C**  
**MASTER DEED**  
**The Condominium at Little Neck**

| UNIT NUMBER           | LOCATION         | # OF ROOMS | APPROXIMATE AREA IN SQUARE FEET | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|-----------------------|------------------|------------|---------------------------------|--|
| Unit 6 Bay Road       | 6 Bay Road       | 4          | 640                             | 0.55                                   |
| Unit 8 Bay Road       | 8 Bay Road       | 7          | 932                             | 0.56                                   |
| Unit 12 Bay Road      | 12 Bay Road      | 7          | 1303                            | 0.57                                   |
| Unit 15 Bay Road      | 15 Bay Road      | 5          | 921                             | 0.62                                   |
| Unit 16 Bay Road      | 16 Bay Road      | 6          | 1218                            | 0.57                                   |
| Unit 17 Bay Road      | 17 Bay Road      | 5          | 842                             | 0.62                                   |
| Unit 18 Bay Road      | 18 Bay Road      | 6          | 1679                            | 0.57                                   |
| Unit 19 Bay Road      | 19 Bay Road      | 6          | 1134                            | 0.62                                   |
| Unit 23 Bay Road      | 23 Bay Road      | 4          | 1001                            | 0.61                                   |
| Unit 25 Bay Road      | 25 Bay Road      | 5          | 523                             | 0.61                                   |
| Unit 27 Bay Road      | 27 Bay Road      | 6          | 1657                            | 0.61                                   |
| Unit 29 Bay Road      | 29 Bay Road      | 7          | 1611                            | 0.61                                   |
| Unit 31 Bay Road      | 31 Bay Road      | 5          | 935                             | 0.60                                   |
| Unit 33 Bay Road      | 33 Bay Road      | 8          | 1323                            | 0.61                                   |
| Unit 35 Bay Road      | 35 Bay Road      | 10         | 2546                            | 0.63                                   |
| Unit 3 Baycrest Road  | 3 Baycrest Road  | 6          | 1131                            | 0.69                                   |
| Unit 6 Baycrest Road  | 6 Baycrest Road  | 8          | 910                             | 0.61                                   |
| Unit 9 Baycrest Road  | 9 Baycrest Road  | 6          | 738                             | 0.55                                   |
| Unit 17 Baycrest Road | 17 Baycrest Road | 11         | 2040                            | 0.56                                   |
| Unit 18 Baycrest Road | 18 Baycrest Road | 8          | 2568                            | 0.56                                   |
| Unit 21 Baycrest Road | 21 Baycrest Road | 4          | 810                             | 0.56                                   |
| Unit 22 Baycrest Road | 22 Baycrest Road | 7          | 1180                            | 0.56                                   |
| Unit 23 Baycrest Road | 23 Baycrest Road | 5          | 846                             | 0.56                                   |
| Unit 24 Baycrest Road | 24 Baycrest Road | 7          | 1055                            | 0.56                                   |
| Unit 25 Baycrest Road | 25 Baycrest Road | 6          | 1088                            | 0.56                                   |
| Unit 26 Baycrest Road | 26 Baycrest Road | 5          | 976                             | 0.56                                   |
| Unit 27 Baycrest Road | 27 Baycrest Road | 6          | 1195                            | 0.56                                   |
| Unit 28 Baycrest Road | 28 Baycrest Road | 9          | 1586                            | 0.56                                   |
| Unit 30 Baycrest Road | 30 Baycrest Road | 5          | 928                             | 0.57                                   |
| Unit 2 Cliff Road     | 2 Cliff Road     | 8          | 2446                            | 0.69                                   |
| Unit 4 Cliff Road     | 4 Cliff Road     | 7          | 1313                            | 0.72                                   |
| Unit 6 Cliff Road     | 6 Cliff Road     | 5          | 1209                            | 0.70                                   |
| Unit 8 Cliff Road     | 8 Cliff Road     | 6          | 1275                            | 0.70                                   |
| Unit 10 Cliff Road    | 10 Cliff Road    | 5          | 746                             | 0.69                                   |
| Unit 3 Cove Road      | 3 Cove Road      | 6          | 1553                            | 0.56                                   |



| UNIT NUMBER          | LOCATION        | # OF ROOMS | APPROXIMATE AREA IN SQUARE FEET | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|----------------------|-----------------|------------|---------------------------------|--|
| Unit 4 Cove Road     | 4 Cove Road     | 7          | 1041                            | 0.57                                   |
| Unit 5 Cove Road     | 5 Cove Road     | 5          | 842                             | 0.56                                   |
| Unit 6 Cove Road     | 6 Cove Road     | 6          | 836                             | 0.56                                   |
| Unit 8 Cove Road     | 8 Cove Road     | 6          | 1179                            | 0.56                                   |
| Unit 9 Cove Road     | 9 Cove Road     | 8          | 1605                            | 0.56                                   |
| Unit 10 Cove Road    | 10 Cove Road    | 6          | 1129                            | 0.56                                   |
| Unit 12 Cove Road    | 12 Cove Road    | 6          | 995                             | 0.57                                   |
| Unit 15 Cove Road    | 15 Cove Road    | 4          | 810                             | 0.56                                   |
| Unit 17 Cove Road    | 17 Cove Road    | 5          | 848                             | 0.56                                   |
| Unit 5 Gala Way      | 5 Gala Way      | 5          | 861                             | 0.56                                   |
| Unit 1 Hilltop Road  | 1 Hilltop Road  | 5          | 522                             | 0.53                                   |
| Unit 7 Hilltop Road  | 7 Hilltop Road  | 9          | 1575                            | 0.56                                   |
| Unit 8 Hilltop Road  | 8 Hilltop Road  | 5          | 1145                            | 0.56                                   |
| Unit 9 Hilltop Road  | 9 Hilltop Road  | 8          | 1453                            | 0.56                                   |
| Unit 10 Hilltop Road | 10 Hilltop Road | 7          | 1373                            | 0.56                                   |
| Unit 11 Hilltop Road | 11 Hilltop Road | 7          | 1783                            | 0.59                                   |
| Unit 12 Hilltop Road | 12 Hilltop Road | 6          | 892                             | 0.56                                   |
| Unit 15 Hilltop Road | 15 Hilltop Road | 9          | 1877                            | 0.57                                   |
| Unit 16 Hilltop Road | 16 Hilltop Road | 5          | 724                             | 0.55                                   |
| Unit 18 Hilltop Road | 18 Hilltop Road | 7          | 963                             | 0.56                                   |
| Unit 19 Hilltop Road | 19 Hilltop Road | 7          | 1352                            | 0.56                                   |
| Unit 20 Hilltop Road | 20 Hilltop Road | 9          | 1578                            | 0.56                                   |
| Unit 21 Hilltop Road | 21 Hilltop Road | 8          | 1301                            | 0.56                                   |
| Unit 22 Hilltop Road | 22 Hilltop Road | 6          | 1456                            | 0.56                                   |
| Unit 23 Hilltop Road | 23 Hilltop Road | 6          | 950                             | 0.56                                   |
| Unit 24 Hilltop Road | 24 Hilltop Road | 6          | 1149                            | 0.56                                   |
| Unit 25 Hilltop Road | 25 Hilltop Road | 10         | 1787                            | 0.57                                   |
| Unit 26 Hilltop Road | 26 Hilltop Road | 9          | 1279                            | 0.56                                   |
| Unit 33 Hilltop Road | 33 Hilltop Road | 5          | 1138                            | 0.56                                   |
| Unit 35 Hilltop Road | 35 Hilltop Road | 7          | 993                             | 0.56                                   |
| Unit 37 Hilltop Road | 37 Hilltop Road | 9          | 1248                            | 0.56                                   |
| Unit 3 Kings Way     | 3 Kings Way     | 6          | 1082                            | 0.69                                   |
| Unit 4 Kings Way     | 4 Kings Way     | 7          | 1401                            | 0.61                                   |
| Unit 5 Kings Way     | 5 Kings Way     | 7          | 1009                            | 0.61                                   |
| Unit 8 Kings Way     | 8 Kings Way     | 9          | 2017                            | 0.56                                   |
| Unit 10 Kings Way    | 10 Kings Way    | 5          | 1231                            | 0.55                                   |
| Unit 11 Kings Way    | 11 Kings Way    | 7          | 1236                            | 0.55                                   |
| Unit 16 Kings Way    | 16 Kings Way    | 7          | 1236                            | 0.56                                   |
| Unit 17 Kings Way    | 17 Kings Way    | 5          | 838                             | 0.56                                   |

| UNIT NUMBER         | LOCATION       | # OF ROOMS | APPROXIMATE AREA IN SQUARE FEET | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|---------------------|----------------|------------|---------------------------------|--|
| Unit 18 Kings Way   | 18 Kings Way   | 4          | 1183                            | 0.56                                   |
| Unit 19 Kings Way   | 19 Kings Way   | 3          | 854                             | 0.56                                   |
| Unit 20 Kings Way   | 20 Kings Way   | 5          | 1045                            | 0.56                                   |
| Unit 21 Kings Way   | 21 Kings Way   | 6          | 1537                            | 0.56                                   |
| Unit 22 Kings Way   | 22 Kings Way   | 5          | 1155                            | 0.56                                   |
| Unit 24 Kings Way   | 24 Kings Way   | 7          | 921                             | 0.56                                   |
| Unit 25 Kings Way   | 25 Kings Way   | 6          | 984                             | 0.56                                   |
| Unit 27 Kings Way   | 27 Kings Way   | 5          | 856                             | 0.56                                   |
| Unit 29 Kings Way   | 29 Kings Way   | 4          | 824                             | 0.57                                   |
| Unit 3 Middle Road  | 3 Middle Road  | 6          | 1100                            | 0.62                                   |
| Unit 4 Middle Road  | 4 Middle Road  | 7          | 1546                            | 0.55                                   |
| Unit 5 Middle Road  | 5 Middle Road  | 8          | 1580                            | 0.62                                   |
| Unit 6 Middle Road  | 6 Middle Road  | 6          | 1445                            | 0.55                                   |
| Unit 7 Middle Road  | 7 Middle Road  | 7          | 1103                            | 0.62                                   |
| Unit 8 Middle Road  | 8 Middle Road  | 10         | 2119                            | 0.57                                   |
| Unit 9 Middle Road  | 9 Middle Road  | 8          | 1096                            | 0.62                                   |
| Unit 10 Middle Road | 10 Middle Road | 7          | 1172                            | 0.55                                   |
| Unit 11 Middle Road | 11 Middle Road | 8          | 1710                            | 0.61                                   |
| Unit 12 Middle Road | 12 Middle Road | 5          | 1036                            | 0.57                                   |
| Unit 14 Middle Road | 14 Middle Road | 7          | 1632                            | 0.57                                   |
| Unit 16 Middle Road | 16 Middle Road | 7          | 1215                            | 0.57                                   |
| Unit 19 Middle Road | 19 Middle Road | 6          | 1313                            | 0.61                                   |
| Unit 20 Middle Road | 20 Middle Road | 6          | 1253                            | 0.57                                   |
| Unit 21 Middle Road | 21 Middle Road | 6          | 1148                            | 0.61                                   |
| Unit 22 Middle Road | 22 Middle Road | 6          | 1248                            | 0.57                                   |
| Unit 24 Middle Road | 24 Middle Road | 6          | 1303                            | 0.56                                   |
| Unit 26 Middle Road | 26 Middle Road | 5          | 1389                            | 0.56                                   |
| Unit 28 Middle Road | 28 Middle Road | 8          | 1280                            | 0.56                                   |
| Unit 29 Middle Road | 29 Middle Road | 5          | 1319                            | 0.62                                   |
| Unit 30 Middle Road | 30 Middle Road | 6          | 1319                            | 0.56                                   |
| Unit 31 Middle Road | 31 Middle Road | 9          | 1179                            | 0.61                                   |
| Unit 32 Middle Road | 32 Middle Road | 8          | 1692                            | 0.56                                   |
| Unit 35 Middle Road | 35 Middle Road | 6          | 1060                            | 0.61                                   |
| Unit 36 Middle Road | 36 Middle Road | 10         | 2173                            | 0.56                                   |
| Unit 37 Middle Road | 37 Middle Road | 7          | 1203                            | 0.61                                   |
| Unit 38 Middle Road | 38 Middle Road | 7          | 1572                            | 0.56                                   |
| Unit 39 Middle Road | 39 Middle Road | 5          | 715                             | 0.61                                   |
| Unit 40 Middle Road | 40 Middle Road | 9          | 1560                            | 0.56                                   |
| Unit 41 Middle Road | 41 Middle Road | 6          | 978                             | 0.61                                   |
| Unit 42 Middle Road | 42 Middle Road | 7          | 1344                            | 0.56                                   |

| UNIT NUMBER             | LOCATION           | # OF ROOMS | APPROXIMATE AREA IN SQUARE FEET | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|-------------------------|--------------------|------------|---------------------------------|--|
| Unit 43 Middle Road     | 43 Middle Road     | 7          | 1355                            | 0.61                                   |
| Unit 45 Middle Road     | 45 Middle Road     | 6          | 1344                            | 0.61                                   |
| Unit 2 Plum Sound Road  | 2 Plum Sound Road  | 6          | 1346                            | 0.69                                   |
| Unit 3 Plum Sound Road  | 3 Plum Sound Road  | 7          | 1162                            | 0.69                                   |
| Unit 4 Plum Sound Road  | 4 Plum Sound Road  | 5          | 1471                            | 0.61                                   |
| Unit 5 Plum Sound Road  | 5 Plum Sound Road  | 5          | 1024                            | 0.61                                   |
| Unit 6 Plum Sound Road  | 6 Plum Sound Road  | 7          | 1401                            | 0.61                                   |
| Unit 12 Plum Sound Road | 12 Plum Sound Road | 5          | 988                             | 0.56                                   |
| Unit 13 Plum Sound Road | 13 Plum Sound Road | 7          | 2220                            | 0.56                                   |
| Unit 14 Plum Sound Road | 14 Plum Sound Road | 4          | 758                             | 0.56                                   |
| Unit 15 Plum Sound Road | 15 Plum Sound Road | 6          | 1153                            | 0.56                                   |
| Unit 19 Plum Sound Road | 19 Plum Sound Road | 4          | 808                             | 0.56                                   |
| Unit 20 Plum Sound Road | 20 Plum Sound Road | 5          | 979                             | 0.56                                   |
| Unit 21 Plum Sound Road | 21 Plum Sound Road | 4          | 925                             | 0.56                                   |
| Unit 22 Plum Sound Road | 22 Plum Sound Road | 8          | 1057                            | 0.56                                   |
| Unit 23 Plum Sound Road | 23 Plum Sound Road | 8          | 1348                            | 0.56                                   |
| Unit 24 Plum Sound Road | 24 Plum Sound Road | 5          | 1076                            | 0.56                                   |
| Unit 25 Plum Sound Road | 25 Plum Sound Road | 6          | 2041                            | 0.72                                   |
| Unit 27 Plum Sound Road | 27 Plum Sound Road | 10         | 1362                            | 0.63                                   |
| Unit 28 Plum Sound Road | 28 Plum Sound Road | 5          | 1121                            | 0.56                                   |
| Unit 30 Plum Sound Road | 30 Plum Sound Road | 5          | 1054                            | 0.57                                   |
| Unit 2 River Road       | 2 River Road       | 8          | 2332                            | 0.70                                   |
| Unit 3 River Road       | 3 River Road       | 6          | 865                             | 0.56                                   |
| Unit 6 River Road       | 6 River Road       | 8          | 1300                            | 0.69                                   |
| Unit 10 River Road      | 10 River Road      | 7          | 1760                            | 0.70                                   |
| Unit 11 River Road      | 11 River Road      | 7          | 1618                            | 0.69                                   |
| Unit 12 River Road      | 12 River Road      | 7          | 1971                            | 0.69                                   |
| Unit 15 River Road      | 15 River Road      | 5          | 2013                            | 0.69                                   |
| Unit 16 River Road      | 16 River Road      | 8          | 1822                            | 0.76                                   |
| Unit 21 River Road      | 21 River Road      | 7          | 1223                            | 0.69                                   |
| Unit 25 River Road      | 25 River Road      | 5          | 1079                            | 0.68                                   |
| Unit 27 River Road      | 27 River Road      | 5          | 837                             | 0.69                                   |
| Unit 29 River Road      | 29 River Road      | 6          | 1107                            | 0.70                                   |
| Unit 31 River Road      | 31 River Road      | 7          | 1324                            | 0.69                                   |
| Unit 35 River Road      | 35 River Road      | 4          | 443                             | 0.69                                   |
| Unit 37 River Road      | 37 River Road      | 4          | 1047                            | 0.69                                   |
| Unit 39 River Road      | 39 River Road      | 7          | 1548                            | 0.68                                   |
| Unit 41 River Road      | 41 River Road      | 6          | 2086                            | 0.68                                   |
| Unit 43 River Road      | 43 River Road      | 7          | 1584                            | 0.68                                   |
| Unit 44 River Road      | 44 River Road      | 6          | 1634                            | 0.69                                   |

| UNIT NUMBER        | LOCATION      | # OF ROOMS | APPROXIMATE AREA IN SQUARE FEET | PERCENTAGE INTEREST IN COMMON ELEMENTS |
|--------------------|---------------|------------|---------------------------------|--|
| Unit 45 River Road | 45 River Road | 4          | 646                             | 0.61                                   |
| Unit 46 River Road | 46 River Road | 8          | 1518                            | 0.72                                   |
| Unit 47 River Road | 47 River Road | 6          | 880                             | 0.60                                   |
| Unit 48 River Road | 48 River Road | 7          | 2170                            | 0.70                                   |
| Unit 49 River Road | 49 River Road | 7          | 1634                            | 0.68                                   |
| Unit 50 River Road | 50 River Road | 9          | 1593                            | 0.70                                   |
| Unit 53 River Road | 53 River Road | 7          | 1865                            | 0.70                                   |
| Unit 55 River Road | 55 River Road | 6          | 1063                            | 0.70                                   |
| Unit 57 River Road | 57 River Road | 7          | 1393                            | 0.70                                   |
| Unit 59 River Road | 59 River Road | 7          | 1105                            | 0.70                                   |
| Unit 61 River Road | 61 River Road | 6          | 988                             | 0.69                                   |
| Unit 63 River Road | 63 River Road | 4          | 1333                            | 0.69                                   |

NOTE: The number of rooms does not include porches (except enclosed porches), decks, bathrooms, pantries, laundry rooms, halls, corridors, foyers, closets, yards, crawl spaces, basement storage or mechanical spaces, utility rooms, garage spaces, parking spaces, or stairs which are part of a Unit.

#### **COMMON AREA ACCESS:**

Unit 6 Bay Road has immediate access to common area exclusive use Deck from the Kitchen and Main Living Area of the Unit. In addition, Unit 6 Bay Road has immediate access to the common area exclusive use yard from the Basement of the Unit.

Unit 8 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area and Basement of the Unit. In addition, Unit 8 Bay Road has immediate access to common area exclusive use yard from the Garage of the Unit. Finally, Unit 8 Bay Road has immediate access to common area exclusive use yard from the Living Area of the Unit.

Unit 12 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 12 Bay Road has immediate access to common area exclusive use yard from the Basement of the Unit.

Unit 15 Bay Road has immediate access to common area exclusive use Deck from the rear Living Area of the Unit. In addition, Unit 15 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the rear Living Area of the Unit. Finally, Unit 15 Bay Road has immediate access to the common area exclusive use yard from the Foyer of the Unit.

Unit 16 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 16 Bay Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the exclusive use common area yard from the Living Room of the Unit.

Unit 17 Bay Road has immediate access to common area exclusive use Porch from the Kitchen of the Unit.

Unit 18 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 18 Bay Road has immediate access to common area exclusive use rear steps leading to the rear common area exclusive use yard from the room off the Main Living Area and from the Foyer of the Unit. Finally, Unit 18 Bay Road has immediate access to common area exclusive use Porch from the second floor Bedroom of the Unit.

Unit 19 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Areas of the Unit. In addition, Unit 19 Bay Road has immediate access to common area exclusive use yard from the Kitchen of the Unit.

Unit 23 Bay Road has immediate access to common area exclusive use Wood Patio from the Main Living Area of the Unit. In addition, Unit 23 Bay Road has immediate access to common area exclusive use yard from the rear Living Area of the Unit.

Unit 25 Bay Road has immediate access to common area exclusive use Porch from the Main Living Area of the Unit. In addition, Unit 25 Bay Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Main Living Area of the Unit. Finally, Unit 25 Bay Road has immediate access to the common exclusive use Landing from the Kitchen of the Unit.

Unit 27 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the rear Living Area of the Unit. In addition, Unit 27 Bay Road has immediate access to common area exclusive use yard from the Foyer the Unit.

Unit 29 Bay Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 29 Bay Road has immediate access to common area exclusive use Deck from the Bedroom on the Second Floor of the Unit.

Unit 31 Bay Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 31 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps leading to the rear yard from the room off of the Kitchen of the Unit.

Unit 33 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the room off of the Living Area of the Unit. In addition, Unit 33 Bay Road has immediate access to common area exclusive use yard from the Main Living Area of the Unit.

Unit 35 Bay Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 35 Bay Road has immediate access to common area exclusive use Landing leading to the common area exclusive use yard from the Bedroom of the Unit. Also, Unit 35 Bay Road has immediate access to the common area exclusive use yard from the Kitchen of the Unit. Finally, Unit 35 Bay Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 3 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit.

Unit 6 Baycrest Road has immediate access to common area exclusive use Porch, Deck and Ramp from the Kitchen and Living Areas of the Unit.

Unit 9 Baycrest Road has immediate access to common area exclusive use Deck from the Kitchen and Main Living Area of the Unit.

Unit 17 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use step from the Kitchen of the Unit. In addition, Unit 17 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. Finally, Unit 17 Baycrest Road has immediate access to exclusive use Deck from the Bedroom on the Second Floor of the Unit.

Unit 18 Baycrest Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 18 Baycrest Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit. Finally, Unit 18 Baycrest Road has immediate access to the common area exclusive use yard from the Finished Basement of the Unit.

Unit 21 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 21 Baycrest Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit. Finally, Unit 21 Baycrest Road has immediate access to common area exclusive use Deck from the Roof of the Unit.

Unit 22 Baycrest Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Main Living Area of the Unit.

Unit 23 Baycrest Road has immediate access to common area exclusive use Porch and exclusive use steps from the rear Main Living Area of the Unit. In addition, Unit 23 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps leading to the from the front Main Living Area of the Unit.

Unit 24 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 24 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Bedroom of the Unit. Finally, Unit 24 Baycrest Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 25 Baycrest Road has immediate access to common area exclusive use Landing and exclusive use steps from the room off the Kitchen of the Unit. In addition, Unit 25 Baycrest Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 26 Baycrest Road has immediate access to common area exclusive use Landing and exclusive use steps from the Kitchen and Main Living Area of the Unit.

Unit 27 Baycrest Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 27 Baycrest Road has immediate access to common area exclusive use Porch and exclusive use steps from the Foyer of the Unit. Finally, Unit 27 Baycrest Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 28 Baycrest Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 28 Baycrest Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 30 Baycrest Road has immediate access to common area Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 30 Baycrest Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 2 Cliff Road has immediate access to common area exclusive use Decks from the Main Living Area of the Unit. In addition, Unit 2 Cliff Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Main Living Area of the Unit. Also, Unit 2 Cliff Road has immediate access to common area exclusive use Deck from the Bedroom on the second floor of the Unit. Finally, Unit 2 Cliff Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 4 Cliff Road has immediate access to common area exclusive use Decks and exclusive use steps from the Main Living Area on each side of the Unit. In addition, Unit 4 Cliff Road has immediate access to common area exclusive use Roof Deck from the Bedroom on the second floor of the Unit.

Unit 6 Cliff Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 6 Cliff Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Main Living Area of the Unit. Finally, Unit 6 Cliff Road has immediate access to common area exclusive use yard from the Finished Basement of the Unit.

Unit 8 Cliff Road has immediate access to common area exclusive use Deck from the Living Area of the Unit. In addition, Unit 8 Cliff Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Main Living Area of the Unit. Finally, Unit 8 Cliff road has immediate access to common area exclusive use yard from the Foyer of the Unit.

Unit 10 Cliff Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 10 Cliff Road has immediate access to common area exclusive use Landing leading to the common area exclusive use yard from the Main Living Area of the Unit.

Unit 3 Cove Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 3 Cove Road has immediate access to common area exclusive use Landing from the room off the Main Living Area of the Unit. Finally, Unit 3 Cove Road has immediate access to the exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit.

Unit 4 Cove Road has immediate access to common area exclusive use Deck from the Main Living Area and a Bedroom of the Unit. In addition, Unit 4 Cove Road has immediate access to common area exclusive use Landing leading to the common area exclusive use yard from the Foyer of the Unit.

Unit 5 Cove Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 5 Cove Road has immediate access to common area exclusive use Porch and exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit.

Unit 6 Cove Road has immediate access to common area exclusive use Landing and exclusive use steps from the room off the Kitchen of the Unit. In addition, Unit 6 Cove Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 8 Cove Road has immediate access to common area exclusive use steps from the Foyer of the Unit. In addition, Unit 8 Cove Road has immediate access to common area exclusive use steps leading to the rear yard from the Living Room of the Unit. Finally, Unit 8 Cove Road has immediate access to the common area exclusive use yard from the Partial Finished Basement of the Unit.

Unit 9 Cove Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area and room off of the Living Area of the Unit. In addition, Unit 9 Cove Road has immediate access to common area exclusive use Deck from the Foyer of the Unit. Finally, Unit 9 Cove Road has immediate access to the common area exclusive use Roof Deck from the Kitchen on the second floor of the Unit.

Unit 10 Cove Road has immediate access to common area Landings and exclusive use steps from the Living Area and Kitchen of the Unit.

Unit 12 Cove Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen of the Unit. In addition, Unit 12 Cove Road has immediate access to a common area exclusive use concrete Landing from the Living Area of the Unit.

Unit 15 Cove Road has immediate access to common area exclusive use Decks from the Main Living Area of the Unit.

Unit 17 Cove Road has immediate access to common area exclusive use steps from the Porch which is a part of the Unit. In addition, Unit 17 Cove Road has immediate access to common area exclusive use yard from the Kitchen of the Unit.

Unit 5 Gala Way has immediate access to common area exclusive use Decks and exclusive use steps from the Foyer and Main Room off the Main Living Area of the Unit.



Unit 1 Hilltop Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 1 Hilltop Road has immediate access to common area exclusive use rear yard from the Kitchen of the Unit. Finally, Unit 1 Hilltop Road has immediate access to common area exclusive use side yard from the Living Area of the Unit.

Unit 7 Hilltop Road has immediate access to common area exclusive use yard from the Living Area of the Unit. In addition, Unit 7 Hilltop Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 8 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 8 Hilltop Road has immediate access to common area exclusive use yard from the Foyer of the Unit.

Unit 9 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 9 Hilltop Road has immediate access to exclusive use Deck from room off of the Kitchen of the Unit. Finally, Unit 9 Hilltop Road has immediate access to common area exclusive use rear steps leading to the rear common area exclusive use yard from the room off the Main Living Area of the Unit.

Unit 10 Hilltop Road has immediate access to common area exclusive use rear yard from the Foyer of the Unit. In addition, Unit 10 Hilltop Road has immediate access to common area exclusive use front yard from the Main Living Area of the Unit. Finally, Unit 10 Hilltop Road has immediate access to common area exclusive use side yard from the Kitchen of the Unit.

Unit 11 Hilltop Road has immediate access to common area exclusive use Porch and Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 11 Hilltop Road has immediate access to common area exclusive use yard from the room off of the Kitchen of the Unit. Finally, Unit 11 Hilltop Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 12 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Living Area of the Unit.

Unit 15 Hilltop Road has immediate access to common area exclusive use Landing and exclusive use steps from the room off the Main Living Area of the Unit. In addition, Unit 15 Hilltop Road has immediate access to common area exclusive use yard from the Kitchen of the Unit. Also, Unit 15 Hilltop Road has immediate access to common area exclusive use Landing from the Living Area of the Unit. Finally, Unit 15 Hilltop Road has immediate access to common area exclusive use Roof from the Bedroom on the second floor of the Unit.

Unit 16 Hilltop Road has immediate access to common area exclusive use Deck from the Living Area of the Unit. In addition, Unit 16 Hilltop Road has immediate access to the common area exclusive use steps leading to the common area exclusive use yard from both the Living Area and Foyer of the Unit.

Unit 18 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Main Living Area of the Unit.

Unit 19 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit.

Unit 20 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 20 Hilltop Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use front yard from the room off the Main Living Area of the Unit. Finally, Unit 20 Hilltop Road has immediate access to the common area exclusive use rear yard from the Partial Finished Basement of the Unit.

Unit 21 Hilltop Road has immediate access to common area exclusive use Porch from the Living Area and Kitchen of the Unit. In addition, Unit 21 Hilltop Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 22 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 22 Hilltop Road has immediate access to the common area exclusive use yard from the Foyer of the Unit. Finally, Unit 22 Hilltop Road has immediate access to common area exclusive use Roof Deck on the second floor of the Unit.

Unit 23 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Living Area of the Unit. In addition, Unit 23 Hilltop Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use rear yard from the room off of the Kitchen of the Unit.

Unit 24 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 24 Hilltop Road has immediate access to a common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Kitchen of the Unit. Also, Unit 24 Hilltop Road has immediate access to the common area exclusive use yard from the Garage of the Unit. Finally, Unit 24 Hilltop Road has immediate access to common area exclusive use Deck over Porch from the Bedroom on the Second Floor of the Unit.

Unit 25 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Entryway of the Unit. In addition, Unit 25 Hilltop Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use rear yard from the room off of the Kitchen of the Unit. Finally, Unit 25 Hilltop Road has immediate access to common area exclusive use Roof Deck from the Second Floor of the Unit.

Unit 26 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen of the Unit. In addition, Unit 26 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Porch of the Unit. Finally, Unit 26 Hilltop Road has common area exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 33 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 33 Hilltop Road has immediate access to common area exclusive use Landing from the Living Area of the Unit. Finally, Unit 33 Hilltop Road has immediate access to common area exclusive use yard from the Living Area of the Unit.

Unit 35 Hilltop Road has immediate access to common area exclusive use Porch and exclusive use steps from the both the front and side Living Areas of the Unit. In addition, Unit 35 Hilltop Road has immediate access to common area exclusive use Roof Deck and exclusive use steps from the Bedroom on the Second Floor of the Unit.

Unit 37 Hilltop Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 37 Hilltop Road has immediate access to common area exclusive use yard from the Partial Finished Basement of the Unit.

Unit 3 Kings Way has immediate access to common area exclusive use Deck from the Kitchen of the Unit. In addition, Unit 3 King Way has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area of the Unit.

Unit 4 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the rear Living Area of the Unit. In addition, Unit 4 Kings Way has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 5 Kings Way has immediate access to common area exclusive use Porch and Landing and exclusive use steps from the Kitchen, Main Living Area and Bedroom of the Unit. In addition, Unit 5 Kings Way has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Garage of the Unit.

Unit 8 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 8 Kings Way has immediate access to the common area exclusive use yard from the Living Area of the Unit.

Unit 10 Kings Way has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. In addition, Unit 10 Kings Way has immediate access to the common area exclusive use yard from the Living Area off of the Kitchen of the Unit.

Unit 11 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 11 Kings Way has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Kitchen of the Unit. Finally, Unit 11 Kings Way has immediate access to common area exclusive use yard from the Finished Basement of the Unit.

Unit 16 Kings Way has immediate access to common area exclusive use Deck from the rear Living Area of the Unit. In addition, Unit 16 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the front Living Area of the Unit.

Unit 17 Kings Way has immediate access to common area exclusive use Decks and exclusive use steps from the rear Living Area of the Unit and the Kitchen of the Unit.

Unit 18 Kings Way has immediate access to common area exclusive use Deck and Porch and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 18 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps leading to common area exclusive use rear yard of the Unit from the Room off of the Kitchen of the Unit.

Unit 19 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit.

Unit 20 Kings Way has immediate access to common area exclusive use Decks from the Kitchen and Living Area of the Unit.

Unit 21 Kings Way has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 21 Kings Way has immediate access to common area exclusive use Landing and exclusive use steps leading from the Living Area of the Unit. Also, Unit 21 Kings Way has immediate access to common area exclusive use Entryway from the Foyer of the Unit. Finally, Unit 21 Kings Way has immediate access to the common area exclusive use yard from the Foyer of the Unit.

Unit 22 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 22 Kings Way has immediate access to common area exclusive use Porch from the Living Area of the Unit. Finally, Unit 22 Kings Way has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Kitchen of the Unit.

Unit 24 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 24 Kings Way has immediate access to common area exclusive use Landing and exclusive use steps from the Kitchen of the Unit. Finally, Unit 24 Kings Way has immediate access exclusive use steps leading to the common area exclusive use yard from the Entry Hall of the Unit.

Unit 25 Kings Way has immediate access to common area exclusive use Deck and exclusive use steps from the Front Main Living Area of the Unit. In addition, Unit 25 Kings Way has immediate access to common area exclusive use Deck from Rear Main Living Area of the Unit. Finally, Unit 25 Kings Way has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 27 Kings Way has immediate access to common area exclusive use Decks and exclusive use steps from the Main Living Area and Foyer of the Unit. In addition, Unit 27 Kings Way has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 29 Kings Way has immediate access to common area Landing and exclusive use steps from the Kitchen of the Unit. In addition, Unit 29 Kings Way has immediate access to common area Deck and exclusive use steps from the Living Area of the Unit.

Unit 3 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 2 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the room off of the Kitchen of the Unit. Finally, Unit 3 Middle Road has immediate access to the common area exclusive use yard from the room off of the Kitchen of the Unit.

Unit 4 Middle Road has immediate access to common area exclusive use Deck from the Bedroom of the Unit. In addition, Unit 4 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. Finally, Unit 4 Middle Road has immediate access to common area exclusive use yard from the Bedroom of the Unit.

Unit 5 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 5 Middle Road has immediate common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard of the Unit from the rear Living Area of the Unit.

Unit 6 Middle Road has immediate access to common area exclusive use Deck and Landing exclusive use steps from the Kitchen of the Unit. In addition, Unit 6 Middle Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 7 Middle Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit.

Unit 8 Middle Road has immediate access to common area exclusive use Deck from the Living Area of the Unit. In addition, Unit 8 Middle Road has immediate access to common area exclusive use yard from the Living Area of the Unit. Also, Unit 8 Middle Road has immediate access to an exclusive use Garage from the basement of the Unit. Finally, Unit 8 Middle Road has immediate access to common areal exclusive use Roof Deck from the Bedroom on the Second Floor of the Unit.

Unit 9 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit.

Unit 10 Middle Road has immediate access to common area exclusive use steps from the Living Area of the Unit. In addition, Unit 10 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit. Finally, Unit 10 Middle Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Garage of the Unit.

Unit 11 Middle Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 11 Middle Road has immediate access to common area exclusive use yard from the Kitchen of the Unit. Finally, Unit 11 Middle Road has immediate access to common area exclusive use yard from the Partial Finished Basement the Unit.

Unit 12 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps from the Living Area of the Unit. In addition, Unit 12 Middle Road has immediate access to common area exclusive use side yard from the Unit.

Unit 14 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area off of the Kitchen of the Unit. In addition, Unit 14 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit. Finally, Unit 14 Middle Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 16 Middle Road has immediate access to common area exclusive use Deck from the Kitchen of the Unit. In addition, Unit 16 Middle Road has immediate access to common area exclusive use Porch and exclusive use from the Main Living Area of the Unit. Also, Unit 16 Middle Road has immediate access to the common area exclusive use yard from the Garage of the Unit. Finally, Unit 16 Middle Road has immediate access to common area exclusive use Deck from the Bedroom on the second floor of the Unit.

Unit 19 Middle Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 19 Middle Road has immediate access to common area exclusive yard from the Garage of the Unit.

Unit 20 Middle Road has immediate access to common area exclusive use Concrete Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 20 Middle Road has immediate access to common area exclusive use Deck from the Kitchen of the Unit. Also, Unit 20 Middle Road has immediate access to common area exclusive use Porch from the Kitchen of the Unit. Finally, Unit 20 Middle Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 21 Middle Road has immediate access to common area exclusive use Deck and Porch from the Main Living Area of the Unit. In addition, Unit 21 Middle Road has immediate access to common area exclusive use yard from the Garage which is a part of the Unit.

Unit 22 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the rear Living Area of the Unit. In addition, Unit 22 Middle Road has immediate access to common area exclusive use yard from the Foyer and the Garage of the Unit. Finally, Unit 22 Middle Road has immediate access to common area exclusive use Roof Deck from the Bedroom on the Second Floor of the Unit.

Unit 24 Middle Road has immediate access to common area exclusive Deck from the Living Area of the Unit. In addition, Unit 24 Middle Road has immediate access to common area exclusive use yard from the Foyer and Garage of the Unit.

Unit 26 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 26 Middle Road has immediate access to common area exclusive use Deck from the Bedroom of the Unit. In addition, Unit 26 Middle Road has immediate access exclusive use steps to common area exclusive use yard from the entry outside the Bathroom and the Garage of the Unit. Finally, Unit 26 Middle Road has immediate access to common area exclusive use Roof Deck from the Second Floor Room of the Unit.

Unit 28 Middle Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area and the room off the Living Area of the Unit. In addition, Unit 28 Middle Road has immediate access to common area exclusive use yard from the Kitchen of the Unit.

Unit 29 Middle Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 29 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 30 Middle Road has immediate access to common area exclusive use Porch and Deck and exclusive use steps from the Living Areas of the Unit. In addition, Unit 30 Middle Road has immediate access to common area exclusive use rear yard from the Kitchen of the Unit. Finally, Unit 30 Middle Road has immediate access to common area exclusive use Deck from the Bathroom of the Unit.

Unit 31 Middle Road has immediate access to common area exclusive use Decks from the Living Areas and Foyer of the Unit.

Unit 32 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Entry Door of the Unit. In addition, Unit 32 Middle Road has immediate access to common area exclusive use yard from the Partial Finished Basement of the Unit. Finally, Unit 32 Middle Road has immediate access to common area Roof Deck from the Bedroom on the second floor of the Unit.

Unit 35 Middle Road has immediate access to common area Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 35 Middle Road has immediate access to common area Porch from the Living Area of the Unit. Finally, Unit 35 Middle Road has immediate access to common area exclusive use Deck over Porch on the second floor of the Unit.

Unit 36 Middle Road has immediate access to common area Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 36 Middle Road has immediate access to common area exclusive use yard from the Partial Finished Basement of the Unit. Finally, Unit 36 Middle Road has immediate access to common area Roof from the Bedroom on the second floor of the Unit.

Unit 37 Middle Road has immediate access to common area Porch and Deck and exclusive use steps from the both the Kitchen and Living Area of the Unit. In addition, Unit 37 Middle Road has immediate access to the exclusive use common area yard from the Garage which is part of the Unit.

Unit 38 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 38 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps from the Living Area of the Unit. Also, Unit 38 Middle Road has immediate access common area exclusive use Roof from the Bedroom on the Second Floor of the Unit. Also, Unit 38 Middle Road has immediate access to common area exclusive use yard from the Garage of the Unit. Finally, Unit 38 Middle Road has immediate access to common area exclusive use Roof Deck from the Hallway on the second floor of the Unit.

Unit 39 Middle Road has immediate access to common area Porch and exclusive use steps from the Main Living Area of the Unit.

Unit 40 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer and Main Living Area of the Unit. In addition, Unit 40 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps from the Living Area of the Unit. Finally, Unit 40 Middle Road has immediate access to the common area exclusive use yard from the Kitchen of the Unit.

Unit 41 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 41 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Foyer of the Unit. Finally, Unit 41 Middle Road has immediate access to common area exclusive use Roof Deck from the Bedroom on the Second Floor of the Unit.

Unit 42 Middle Road has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 42 Middle Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Room between the Kitchen and the Bathroom of the Unit. Finally, Unit 42 Middle Road has immediate access to common area exclusive use Deck over the Porch from the Second Floor Bedroom of the Unit.

Unit 43 Middle Road has immediate access to common area exclusive use Deck and exclusive use steps from the Entryway of the Unit. In addition, Unit 43 Middle Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Kitchen of the Unit.

Unit 45 Middle Road has immediate access to common area exclusive use Decks and exclusive use steps from the Foyer and Living Area of the Unit. In addition, Unit 45 Middle Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the room off the Living Area of the Unit. Finally, Unit 45 Middle Road has immediate access to common area exclusive use Roof Deck from the second floor Bedroom of the Unit.

Unit 2 Plum Sound Road has immediate access to common area exclusive use Deck from the Kitchen of the Unit. In addition, Unit 2 Plum Sound Road has immediate access to common area Deck and exclusive use steps leading to the common area exclusive use rear yard from the Living Area of the Unit. Finally, Unit 2 Plum Sound Road has immediate access to common area exclusive use Roof Deck from the Second Floor Bedroom of the Unit.



Unit 3 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 3 Plum Sound Road has immediate access to common area exclusive use Landing leading to the common area exclusive use side yard from the Main Living Area of the Unit.

Unit 4 Plum Sound Road has immediate access to common area Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 4 Plum Sound Road has immediate access to common area exclusive use Concrete Deck from the Kitchen of the Unit. Finally, Unit 4 Plum Sound Road has immediate access to common area exclusive use Roof Deck from the Second Floor Bedroom of the Unit

Unit 5 Plum Sound Road has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 5 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the rear Living Area of the Unit.

Unit 6 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 6 Plum Sound Road has immediate access to common area exclusive use Porch from the Main Living Area of the Unit. Finally, Unit 6 Plum Sound Road has immediate access to common area Deck and exclusive use steps leading to the common area exclusive use yard of the Unit.

Unit 12 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 12 Plum Sound Road has immediate access to common area exclusive use Deck from the Foyer of the Unit.

Unit 13 Plum Sound Road has immediate access to common area exclusive use Landing and exclusive steps from the Kitchen and Living Area of the Unit. Also, Unit 13 Plum Sound Road has immediate access to common area exclusive use yard from the Garage and Partial Finished Basement of the Unit. Finally, Unit 13 Plum Sound Road has immediate access to common area exclusive use Roof Deck from the Second Floor Bedroom of the Unit.

Unit 14 Plum Sound Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. In addition, Unit 14 Plum Sound Road has immediate access to common area exclusive use Porch from the Octagonal Room of the Unit.

Unit 15 Plum Sound Road has immediate access to common area exclusive use Porch and exclusive use steps from the Foyer, the Kitchen and the Main Living Area of the Unit.

Unit 19 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer and Kitchen of the Unit. In addition, Unit 19 Plum Sound Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 20 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 20 Plum Sound Road has immediate access to common area exclusive use side yard from the Foyer off of the Kitchen of the Unit. Finally, Unit 20 Plum Sound Road has the exclusive right and easement to the Garage located within the exclusive use rear yard as shown on the Site Plan of the Condominium recorded herewith.

Unit 21 Plum Sound Road has immediate access to common area exclusive use Porches and Deck from the Main Living Area of the Unit. In addition, Unit 21 Plum Sound Road has immediate access to common area exclusive use Deck over Porch from the room on the Second Floor of the Unit. Finally, Unit 21 Plum Sound Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 22 Plum Sound Road has immediate access to common area exclusive use Decks from the Rear Living Area, Bedroom and Main Living Area of the Unit. In addition, Unit 22 Plum Sound Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit.

Unit 23 Plum Sound Road has immediate access to common area exclusive use Landing and exclusive use steps from the Foyer of the Unit. In addition, Unit 23 Plum Sound Road has immediate access to common area exclusive use yard from the front Living Area and Garage of the Unit.

Unit 24 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 24 Plum Sound Road has immediate access to common area exclusive use Porch from the Living Area of the Unit.

Unit 25 Plum Sound Road has immediate access to common area exclusive use Porch and exclusive use steps from the Foyer of the Unit. In addition, Unit 25 Plum Sound Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. Finally, Unit 25 Plum Sound Road has immediate access to common area exclusive use yard from the Partial Finished Basement of the Unit.

Unit 27 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen and Living Area of the Unit. In addition, Unit 27 Plum Sound Road has immediate access to common area exclusive use yard from the Partial Finished Basement and Bathroom of the Unit.

Unit 28 Plum Sound Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen and Living Area of the Unit. In addition, Unit 28 Plum Sound Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 30 Plum Sound Road has immediate access to common area exclusive use Landing and exclusive use steps from the Living Area of the Unit. In addition, Unit 30 Plum Sound has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 2 River Road has immediate access to common area exclusive use Decks and exclusive use steps from the Main Living Areas of the Unit. In addition, Unit 2 River Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 3 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 3 River Road has immediate access to common area exclusive use Porch and exclusive use from the Living Area of the Unit. Finally, Unit 3 River Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 6 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Living Area of the Unit. In addition, Unit 6 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the room outside the Bathroom of the Unit.

Unit 10 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the rear Living Area and Kitchen of the Unit.

Unit 11 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Entryway of the Unit. In addition, Unit 11 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use rear yard from the Kitchen of the Unit. Finally, Unit 11 River Road has immediate access to common area exclusive use Deck over Porch on the second floor of the Unit.

Unit 12 River Road has immediate access to common area exclusive use Decks and exclusive use steps from the Kitchen and Main Living Area of the Unit. In addition, Unit 12 River Road has immediate access to common area Lower Level Entry and exclusive use steps from the Finished Basement of the Unit.

Unit 15 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area, room off the Main Living Area and Kitchen of the Unit.

Unit 16 River Road has immediate access to common area exclusive use Deck from the Living Area of the Unit. In addition, Unit 16 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use side yard from the Living Area and common area exclusive use steps leading to the common area exclusive use rear yard from the Bathroom of the Unit. Finally, Unit 16 River Road has immediate access to the common area exclusive use yard from the Garage of the Unit.

Unit 21 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit.

Unit 25 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 25 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use front and side yard from the Main Living Area of the Unit.

Unit 27 River Road has immediate access to common area exclusive use Porch from the Foyer of the Unit. In addition, Unit 27 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. Finally, Unit 27 River Road has immediate access to common area exclusive use yard from the Living Area of the Unit.

Unit 29 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the room off the Bathroom and Living Area of the Unit. In addition, Unit 29 River Road has immediate access to common area exclusive use yard from the room next to the Kitchen of the Unit.

Unit 31 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer and Living Area of the Unit. In addition, Unit 31 River Road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 35 River Road has immediate access to common area exclusive use Deck and Porch and exclusive use steps from the Main Living Area and Kitchen of the Unit.

Unit 37 River Road has immediate access to common area exclusive use Landing and exclusive use steps from the Living Area of the Unit. In addition, Unit 37 River Road has immediate access to common area exclusive use Landing and exclusive use steps from the Kitchen of the Unit.

Unit 37 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the foyer and Main Living Areas of the Unit. In addition, Unit 37 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Main Living Area and room off Main Living Area of the Unit. Also, Unit 37 River Road has immediate access to common area exclusive use yard from the Garage of the Unit. Finally, Unit 37 River Road has immediate access to common area Roof from the Second Floor Bedroom of the Unit.

Unit 39 River Road has immediate access to common area exclusive use Deck exclusive use steps from the Main Living Area of the Unit. In addition, Unit 39 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the Living Area of the Unit. Also, Unit 39 River Road has immediate access to common area exclusive use yard from the Finished Basement of the Unit. Finally, Unit 39 River Road has immediate access to common area exclusive use Deck from the Bedroom on the Second Floor of the Unit.

Unit 41 River Road has immediate access to common area exclusive use Landing and exclusive use steps from the Foyer of the Unit.

Unit 43 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 43 River Road has immediate access to common area Landing and exclusive use steps from the Living Area of the Unit. Finally, Unit 43 River Road has immediate access to common area exclusive use Roof Deck from the Second Floor Bedrooms of the Unit.

Unit 44 River Road has immediate access to common area exclusive use Landing and exclusive use steps from the Kitchen of the Unit. In addition, Unit 44 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use rear yard from the rear Living Area of the Unit. Finally, Unit 44 River Road has immediate access to common area yard from the Storage Area of the Unit.

Unit 45 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Living Area of the Unit.

Unit 46 River Road has immediate access to common area exclusive use Deck from the Living Area and room off Living Area of the Unit. In addition, Unit 46 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. Also, Unit 46 River Road has immediate access to common area exclusive use Landing and exclusive use steps from the Kitchen of the Unit. Also, Unit 46 River Road has immediate access to common area exclusive use yard from the Garage of the Unit. Finally, Unit 46 River Road has immediate access to common area exclusive use Deck from the Bedrooms on the Second Floor of the Unit.

Unit 47 River Road has immediate access to common area exclusive use Deck from the Living Area and room off Living Area of the Unit.

Unit 48 River Road has immediate access to common area exclusive use Deck from the Main Living Area of the Unit. In addition, Unit 48 River Road has immediate access to common area exclusive use right side yard from the Living Area and common area exclusive use Porch of the Unit and the Foyer of the Unit. Finally, Unit 48 River Road has immediate access to common area exclusive use left side yard from both the Kitchen of the Unit and the Living Area Room of the Unit.

Unit 49 River Road has immediate access to common area exclusive use Landing and exclusive use steps leading to the common area exclusive use yard from the left and right Living Area of the Unit.

Unit 50 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Main Living Area of the Unit. In addition, Unit 50 River Road has immediate access to common area exclusive use yard from the Foyer of the Unit.

Unit 53 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit. In addition, Unit 53 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. Finally, Unit 53 River road has immediate access to common area exclusive use yard from the Garage of the Unit.

Unit 55 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Kitchen and Main Living Area of the Unit. In addition, Unit 55 River Road has immediate access to common area exclusive use Roof Deck from the Second Floor Bedroom of the Unit.

Unit 57 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Living Area of the Unit. In addition, Unit 57 River Road has immediate access to common area exclusive use Deck and Porch from the Kitchen of the Unit. Finally, Unit 57 River Road has immediate access to common area exclusive use steps leading to the common area exclusive use yard from the room off of the Kitchen of the Unit.

Unit 59 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Foyer of the Unit. In addition, Unit 59 River Road has immediate access to common area exclusive use Deck and exclusive use steps from the Kitchen of the Unit.

Unit 61 River Road has immediate access to common area exclusive use Porch and exclusive use steps from the Living Area of the Unit. In addition, Unit 61 River Road has immediate access to common area exclusive use Deck from the Second Floor Bedroom of the Unit.

Unit 63 River Road has immediate access to common area exclusive use Deck and exclusive use ramp from the Kitchen and Bedroom of the Unit.

The boundary of each Unit is the exterior surface of all features attached to the building containing such Unit, including but not limited to the exterior surface of roofs, siding, doors, windows and foundations. As a result, each Unit Owner is responsible for all repairs and maintenance of his/her Unit.

### **EXCLUSIVE EASEMENTS AND RIGHTS OF USE**

1. The Trustees, together with any utility companies requiring such access, shall have the easement and right to enter the limited common elements of the Phase 1 Buildings for the purpose of emergency repairs to utility systems.

2. The Owners of the Phase 1 Units shall each have the exclusive easements and right to use the limited common elements appurtenant to their respective Phase 1 Unit as shown on the Site Plan and floor plans of the Condominium recorded herewith.

3. The Owner of Unit 22 Middle Road shall have the exclusive right to use the parking area containing 954 square feet as shown on the Site Plan recorded herewith.

4. The Owners of Unit 45 Middle Road, Unit 23 Bay Road, and Unit 27 Bay Road shall each have the exclusive right and easement to maintain the existing subsurface disposal systems which serve their separate units, provided, however, that in the event such subsurface disposal systems fail or the Owners are otherwise obligated under applicable laws to do so, the Owners of those Units shall be required to connect to the sewage treatment plant serving all of the other Units in the Condominium at their sole cost and expense.

5. The Owners of Units 23 Plum Sound Road and Unit 25 Plum Sound Road shall have the co-exclusive right and easement to use the area between their Units, as shown on the Site Plan recorded herewith, for access to maintain the exterior of their respective Units.

6. The Owners of Unit 25 Baycrest Road, Unit 3 Cove Road and Unit 21 Plum Sound Road shall each have the exclusive right and easement to maintain the existing subsurface disposal systems which serve their separate units, provided, however, that in the event such subsurface disposal systems fail or the Owners are otherwise obligated under applicable laws to do so, the Owners of those Units shall be required to connect to the sewage treatment plant serving all of the other Units in the Condominium at their sole cost and expense.

The above-noted exclusive easements and rights of use shall be conveyed only with the Unit to which such rights are appurtenant and shall not be severable from such Unit, provided, however, that notwithstanding the foregoing, a Unit Owner may convey such Unit Owner's exclusive easements and right of use to another Unit Owner of the The Condominium at Little Neck, the effect of which shall be that at all times the exclusive easement and right to use said exclusive easements shall be held by Unit Owners of the The Condominium at Little Neck; further, no Unit Owner may lease such Owner's exclusive easement and right to use such limited common elements unless such lease is to another Unit Owner of the The Condominium at Little Neck, or to a tenant occupying any such Unit or part thereof.

**EXHIBIT D**  
**MASTER DEED**  
**The Condominium at Little Neck**

| UNIT NUMBER           | LOCATION         | PERCENTAGE<br>INTEREST IN<br>COMMON<br>ELEMENTS |
|-----------------------|------------------|---|
| Unit 6 Bay Road       | 6 Bay Road       | .55%  |
| Unit 8 Bay Road       | 8 Bay Road       | .56%  |
| Unit 12 Bay Road      | 12 Bay Road      | .57%  |
| Unit 15 Bay Road      | 15 Bay Road      | .62%  |
| Unit 16 Bay Road      | 16 Bay Road      | .57%  |
| Unit 17 Bay Road      | 17 Bay Road      | .62%  |
| Unit 18 Bay Road      | 18 Bay Road      | .57%  |
| Unit 19 Bay Road      | 19 Bay Road      | .62%  |
| Unit 23 Bay Road      | 23 Bay Road      | .61%  |
| Unit 25 Bay Road      | 25 Bay Road      | .61%  |
| Unit 27 Bay Road      | 27 Bay Road      | .61%  |
| Unit 29 Bay Road      | 29 Bay Road      | .61%  |
| Unit 31 Bay Road      | 31 Bay Road      | .60%  |
| Unit 33 Bay Road      | 33 Bay Road      | .61%  |
| Unit 35 Bay Road      | 35 Bay Road      | .63%  |
| Unit 3 Baycrest Road  | 3 Baycrest Road  | .69%  |
| Unit 6 Baycrest Road  | 6 Baycrest Road  | .61%  |
| Unit 9 Baycrest Road  | 9 Baycrest Road  | .54%  |
| Unit 17 Baycrest Road | 17 Baycrest Road | .55%  |
| Unit 18 Baycrest Road | 18 Baycrest Road | .55%  |
| Unit 21 Baycrest Road | 21 Baycrest Road | .55%  |
| Unit 22 Baycrest Road | 22 Baycrest Road | .55%  |
| Unit 23 Baycrest Road | 23 Baycrest Road | .55%  |
| Unit 24 Baycrest Road | 24 Baycrest Road | .55%  |
| Unit 25 Baycrest Road | 25 Baycrest Road | .55%  |
| Unit 26 Baycrest Road | 26 Baycrest Road | .55%  |
| Unit 27 Baycrest Road | 27 Baycrest Road | .55%  |
| Unit 28 Baycrest Road | 28 Baycrest Road | .55%  |
| Unit 30 Baycrest Road | 30 Baycrest Road | .57%  |
| Unit 2 Cliff Road     | 2 Cliff Road     | .69%  |
| Unit 4 Cliff Road     | 4 Cliff Road     | .72%  |
| Unit 6 Cliff Road     | 6 Cliff Road     | .70%  |
| Unit 8 Cliff Road     | 8 Cliff Road     | .70%  |
| Unit 10 Cliff Road    | 10 Cliff Road    | .69%  |
| Unit 3 Cove Road      | 3 Cove Road      | .55%  |



| UNIT NUMBER          | LOCATION        | PERCENTAGE<br>INTEREST IN<br>COMMON<br>ELEMENTS |
|----------------------|-----------------|---|
| Unit 4 Cove Road     | 4 Cove Road     | .57%  |
| Unit 5 Cove Road     | 5 Cove Road     | .55%  |
| Unit 6 Cove Road     | 6 Cove Road     | .55%  |
| Unit 8 Cove Road     | 8 Cove Road     | .55%  |
| Unit 9 Cove Road     | 9 Cove Road     | .55%  |
| Unit 10 Cove Road    | 10 Cove Road    | .55%  |
| Unit 12 Cove Road    | 12 Cove Road    | .57%  |
| Unit 15 Cove Road    | 15 Cove Road    | .55%  |
| Unit 17 Cove Road    | 17 Cove Road    | .55%  |
| Unit 5 Gala Way      | 5 Gala Way      | .55%  |
| Unit 1 Hilltop Road  | 1 Hilltop Road  | .52%  |
| Unit 7 Hilltop Road  | 7 Hilltop Road  | .56%  |
| Unit 8 Hilltop Road  | 8 Hilltop Road  | .55%  |
| Unit 9 Hilltop Road  | 9 Hilltop Road  | .56%  |
| Unit 10 Hilltop Road | 10 Hilltop Road | .55%  |
| Unit 11 Hilltop Road | 11 Hilltop Road | .59%  |
| Unit 12 Hilltop Road | 12 Hilltop Road | .55%  |
| Unit 15 Hilltop Road | 15 Hilltop Road | .57%  |
| Unit 16 Hilltop Road | 16 Hilltop Road | .55%  |
| Unit 18 Hilltop Road | 18 Hilltop Road | .56%  |
| Unit 19 Hilltop Road | 19 Hilltop Road | .56%  |
| Unit 20 Hilltop Road | 20 Hilltop Road | .55%  |
| Unit 21 Hilltop Road | 21 Hilltop Road | .56%  |
| Unit 22 Hilltop Road | 22 Hilltop Road | .55%  |
| Unit 23 Hilltop Road | 23 Hilltop Road | .56%  |
| Unit 24 Hilltop Road | 24 Hilltop Road | .55%  |
| Unit 25 Hilltop Road | 25 Hilltop Road | .57%  |
| Unit 26 Hilltop Road | 26 Hilltop Road | .55%  |
| Unit 33 Hilltop Road | 33 Hilltop Road | .55%  |
| Unit 35 Hilltop Road | 35 Hilltop Road | .55%  |
| Unit 37 Hilltop Road | 37 Hilltop Road | .55%  |
| Unit 43 Hilltop Road | 43 Hilltop Road | .61%  |
| Unit 3 Kings Way     | 3 Kings Way     | .69%  |
| Unit 4 Kings Way     | 4 Kings Way     | .61%  |
| Unit 5 Kings Way     | 5 Kings Way     | .61%  |
| Unit 8 Kings Way     | 8 Kings Way     | .55%  |
| Unit 10 Kings Way    | 10 Kings Way    | .54%  |
| Unit 11 Kings Way    | 11 Kings Way    | .54%  |
| Unit 16 Kings Way    | 16 Kings Way    | .55%  |
| Unit 17 Kings Way    | 17 Kings Way    | .55%  |

| UNIT NUMBER         | LOCATION       | PERCENTAGE<br>INTEREST IN<br>COMMON<br>ELEMENTS |
|---------------------|----------------|---|
| Unit 18 Kings Way   | 18 Kings Way   | .55%  |
| Unit 19 Kings Way   | 19 Kings Way   | .55%  |
| Unit 20 Kings Way   | 20 Kings Way   | .55%  |
| Unit 21 Kings Way   | 21 Kings Way   | .55%  |
| Unit 22 Kings Way   | 22 Kings Way   | .55%  |
| Unit 24 Kings Way   | 24 Kings Way   | .55%  |
| Unit 25 Kings Way   | 25 Kings Way   | .55%  |
| Unit 27 Kings Way   | 27 Kings Way   | .55%  |
| Unit 29 Kings Way   | 29 Kings Way   | .57%  |
| Unit 3 Middle Road  | 3 Middle Road  | .62%  |
| Unit 4 Middle Road  | 4 Middle Road  | .55%  |
| Unit 5 Middle Road  | 5 Middle Road  | .62%  |
| Unit 6 Middle Road  | 6 Middle Road  | .55%  |
| Unit 7 Middle Road  | 7 Middle Road  | .62%  |
| Unit 8 Middle Road  | 8 Middle Road  | .57%  |
| Unit 9 Middle Road  | 9 Middle Road  | .62%  |
| Unit 10 Middle Road | 10 Middle Road | .55%  |
| Unit 11 Middle Road | 11 Middle Road | .61%  |
| Unit 12 Middle Road | 12 Middle Road | .57%  |
| Unit 14 Middle Road | 14 Middle Road | .57%  |
| Unit 16 Middle Road | 16 Middle Road | .57%  |
| Unit 19 Middle Road | 19 Middle Road | .61%  |
| Unit 20 Middle Road | 20 Middle Road | .57%  |
| Unit 21 Middle Road | 21 Middle Road | .61%  |
| Unit 22 Middle Road | 22 Middle Road | .57%  |
| Unit 24 Middle Road | 24 Middle Road | .56%  |
| Unit 26 Middle Road | 26 Middle Road | .56%  |
| Unit 28 Middle Road | 28 Middle Road | .56%  |
| Unit 29 Middle Road | 29 Middle Road | .62%  |
| Unit 30 Middle Road | 30 Middle Road | .55%  |
| Unit 31 Middle Road | 31 Middle Road | .61%  |
| Unit 32 Middle Road | 32 Middle Road | .55%  |
| Unit 35 Middle Road | 35 Middle Road | .61%  |
| Unit 36 Middle Road | 36 Middle Road | .55%  |
| Unit 37 Middle Road | 37 Middle Road | .61%  |
| Unit 38 Middle Road | 38 Middle Road | .55%  |
| Unit 39 Middle Road | 39 Middle Road | .61%  |
| Unit 40 Middle Road | 40 Middle Road | .55%  |
| Unit 41 Middle Road | 41 Middle Road | .61%  |
| Unit 42 Middle Road | 42 Middle Road | .55%  |

| UNIT NUMBER             | LOCATION           | PERCENTAGE<br>INTEREST IN<br>COMMON<br>ELEMENTS |
|-------------------------|--------------------|---|
| Unit 43 Middle Road     | 43 Middle Road     | .61%  |
| Unit 45 Middle Road     | 45 Middle Road     | .61%  |
| Unit 2 Plum Sound Road  | 2 Plum Sound Road  | .69%  |
| Unit 3 Plum Sound Road  | 3 Plum Sound Road  | .69%  |
| Unit 4 Plum Sound Road  | 4 Plum Sound Road  | .61%  |
| Unit 5 Plum Sound Road  | 5 Plum Sound Road  | .61%  |
| Unit 6 Plum Sound Road  | 6 Plum Sound Road  | .61%  |
| Unit 12 Plum Sound Road | 12 Plum Sound Road | .55%  |
| Unit 13 Plum Sound Road | 13 Plum Sound Road | .55%  |
| Unit 14 Plum Sound Road | 14 Plum Sound Road | .55%  |
| Unit 15 Plum Sound Road | 15 Plum Sound Road | .55%  |
| Unit 19 Plum Sound Road | 19 Plum Sound Road | .56%  |
| Unit 20 Plum Sound Road | 20 Plum Sound Road | .55%  |
| Unit 21 Plum Sound Road | 21 Plum Sound Road | .55%  |
| Unit 22 Plum Sound Road | 22 Plum Sound Road | .55%  |
| Unit 23 Plum Sound Road | 23 Plum Sound Road | .55%  |
| Unit 24 Plum Sound Road | 24 Plum Sound Road | .55%  |
| Unit 25 Plum Sound Road | 25 Plum Sound Road | .72%  |
| Unit 27 Plum Sound Road | 27 Plum Sound Road | .63%  |
| Unit 28 Plum Sound Road | 28 Plum Sound Road | .55%  |
| Unit 30 Plum Sound Road | 30 Plum Sound Road | .57%  |
| Unit 2 River Road       | 2 River Road       | .70%  |
| Unit 3 River Road       | 3 River Road       | .55%  |
| Unit 6 River Road       | 6 River Road       | .69%  |
| Unit 10 River Road      | 10 River Road      | .70%  |
| Unit 11 River Road      | 11 River Road      | .69%  |
| Unit 12 River Road      | 12 River Road      | .69%  |
| Unit 15 River Road      | 15 River Road      | .69%  |
| Unit 16 River Road      | 16 River Road      | .76%  |
| Unit 21 River Road      | 21 River Road      | .69%  |
| Unit 25 River Road      | 25 River Road      | .68%  |
| Unit 27 River Road      | 27 River Road      | .69%  |
| Unit 29 River Road      | 29 River Road      | .70%  |
| Unit 31 River Road      | 31 River Road      | .69%  |
| Unit 35 River Road      | 35 River Road      | .69%  |
| Unit 37 River Road      | 37 River Road      | .69%  |
| Unit 39 River Road      | 39 River Road      | .68%  |
| Unit 41 River Road      | 41 River Road      | .68%  |
| Unit 43 River Road      | 43 River Road      | .68%  |
| Unit 44 River Road      | 44 River Road      | .69%  |

| UNIT NUMBER        | LOCATION      | PERCENTAGE<br>INTEREST IN<br>COMMON<br>ELEMENTS |
|--------------------|---------------|---|
| Unit 45 River Road | 45 River Road | .61%  |
| Unit 46 River Road | 46 River Road | .72%  |
| Unit 47 River Road | 47 River Road | .60%  |
| Unit 48 River Road | 48 River Road | .70%  |
| Unit 49 River Road | 49 River Road | .68%  |
| Unit 50 River Road | 50 River Road | .70%  |
| Unit 53 River Road | 53 River Road | .70%  |
| Unit 55 River Road | 55 River Road | .70%  |
| Unit 57 River Road | 57 River Road | .70%  |
| Unit 59 River Road | 59 River Road | .70%  |
| Unit 61 River Road | 61 River Road | .69%  |
| Unit 63 River Road | 63 River Road | .69%  |