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MASTER DEED

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SEE PLAN IN RECORD BOOK 16749 PAGE 408

This MASTER DEED of the Codman Hill Condominium made this 30th day of JANUARY, 1986.

WITNESSETH that Laurence J. Shapiro and Francis DeVito, Trustees of Codman Realty Trust u/d/t dated January 28, 1986 recorded with Middlesex South Registry of Deeds herewith, of Boston, Massachusetts (hereinafter referred to as the "Declarant"), being the owners of certain premises in Boxborough, Middlesex County, Massachusetts, hereinafter described on Schedule A, 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 by this Master Deed, do create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Codman Hill Condominium. The premises which constitute the condominium comprise the land (the "Land") and buildings situated at Codman Hill Road, Boxborough, Middlesex County, Massachusetts, (collectively, the "Condominium"), as shown on a plan entitled, "Condominium Plan Of Codman Hill Condominium, Boxborough, Mass.", dated November 21, 1985 prepared by Acton Survey & Engineering, Inc., said plan being the Condominium plans hereafter referred to, all of which are recorded herewith, said premises being bounded and described as set forth on the attached Schedule A.

The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building for the purpose of installing cable television lines serving the units in the Condominium and such other

PARTIAL RELEASE B 17554 P 572 v. 35A  
PARTIAL RELEASE B 17559 P 481 v. 10  
PARTIAL RELEASE B 18010 P 371

BOOK 21054 P 3

PARTIAL RELEASE B 6917 - 389

BOOK 17176 P 541 v. 1000

BOOK 20440 P 297

PARTIAL RELEASE B 6901 P 233

PARTIAL RELEASE B 16881 P 5023 v. 210  
1025 v. 280  
1027 v. 260

BOOK 16955 P 5

PARTIAL RELEASE B 17192 P 430 25A

PARTIAL RELEASE B 17477 P 19 135B

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equipment as may be necessary for the installation and operation of the same.

## 2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

## 3. LEGAL ORGANIZATION

The Codman Hill Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The C. Hill Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate Codman Hill Condominium, pursuant to the By-Laws of the Association, this Instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in the Codman Hill Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be three governors appointed by the Declarant who shall serve until either (i) four months after seventy-five (75%) percent of the Units have been conveyed to Unit purchasers; or (ii) three years after the first Unit is conveyed. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers. The President and Treasurer shall be members of the Association, and Unit Owners, in the event of owners who are individuals.

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In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

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

4. DESCRIPTION OF BUILDING

The Condominium consists of one hundred and eight (108) Units located in six (6) buildings consisting of three (3) floors, having access to Codman Hill Road, Boxborough, as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B.

The building is constructed principally of concrete, masonry and wood with roofing of asphalt and other roofing materials.

5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B, and the location of the same is as shown on the Condominium plans.

6. INTEREST OF UNIT OWNER

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

7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the sub-flooring,
- b. Ceiling: The lower surface of the ceiling joists.
- c. Interior Building Walls Between the Units:

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The plane of the interior surface of the wall studs facing each Unit.

d. Exterior Building Walls, Doors and Windows:

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

8. MODIFICATION OF UNITS

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

9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof and their licensees, lessees and tenants. Each Residential Unit shall be occupied by no more than two persons per bedroom as a single-family residence, and which use due to on-site water and sewer design limitations is further limited to the extent that the following may not be installed, maintained or used in any unit: garbage disposals, washing machines, additional toilets, sinks, tubs or any other type of appliance or equipment that either utilizes additional water or discharges such water or other substances into the septic system. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, its successors, assigns or

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affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit space in the Condominium, it shall have the right to erect and maintain signs in and on the Common areas and facilities of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

No Unit Owner may keep any type of pet or animal within any Unit of the Condominium without first obtaining the written consent of the Board of Governors, which consent may be given at the sole discretion of the Board of Governors, and such consent, if given, shall not permit the keeping of more than one (1) pet, which shall be either a cat or a dog in any Unit and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, such pet shall be removed from the property upon three (3) days notice at the expense of the Owner.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association and

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any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

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

#### 10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement, if any as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

#### 11. COMMON AREAS AND FACILITIES

The common areas and facilities of the Codman Hill Condominium comprise and consist of (a) the land described in the attached Schedule A, together with the benefit of and subject to the rights and easements referred to in Paragraph 1 hereof, and common areas and facilities shown on the Codman Hill Condominium plan annexed hereto; (b) the foundations, structural columns, girders, beams, supports, exterior walls, interior floor joists and ceiling joists, including all studding, exterior stairs, roofs of the buildings and the carrying common walls between the said Units of the building; (c) all sewer, water and

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electric lines, chimneys and flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, plumbing, fixtures and kitchen and bathroom cabinets located within said Unit serving the same exclusively; (d) all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; (f) the master television antenna systems and other facilities thereof, if any there be; (g) the parking areas; and (h) the attic areas.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

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

13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

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

14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed

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may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Law of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on Units. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

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

#### 15. TERMINATION

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

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

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



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## 16. MORTGAGEE STATUS

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

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to including therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes

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subject to such first mortgages shall be required to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities.
- (iii) partition or subdivide any Unit; or
- (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- (vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:
  - (a) voting;
  - (b) assessments, assessment liens or subordination of such liens;
  - (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
  - (d) insurance or fidelity bonds;
  - (e) rights to use common areas;

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- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
- (h) boundaries of any Unit;
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;
- (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on a Unit.

In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the

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Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:
  - (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
  - (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
  - (iii) any lapse, cancellation or material modification of any insurance policy or

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fidelity bond maintained by the Association; and

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

17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium Association entered into by the Declarant prior to the time that the Declarant shall have relinquished control of the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

18. BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

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

19. CONSTRUCTION OF DOCUMENTS

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

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b. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

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

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

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

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

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

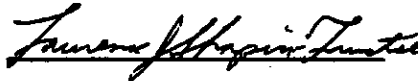
f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions,

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charges and liens subject to such rights of amendment and termination herein set forth. A Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

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

WITNESS OUR HANDS AND SEALS THIS 30<sup>TH</sup> day of January, 1986.



Laurence J. Shapiro, Trustee  
CODMAN REALTY TRUST



Francis DeVito, Trustee  
CODMAN REALTY TRUST

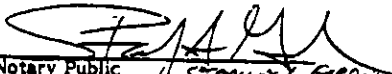
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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

JANUARY 30, 1986

Then personally appeared the above named Laurence J. Shapiro and Francis DeVito, Trustees, as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

  
Notary Public  
My commission expires: Dec 27, 1986



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SCHEDULE A

A certain parcel of land with the buildings thereon, situated on the southeasterly side of Codman Hill Road in Boxborough, Middlesex County, Massachusetts, being shown as Parcel 2 on a plan entitled, "Compiled Plan of Land in Boxborough, Mass.", Everett M. Brooks Co., Civil Engineer, dated November 5, 1966 and recorded with the Middlesex South District Registry of Deeds in Book 11274, Page End, being bounded and described as follows:

- NORTHWESTERLY by Codman Hill Road, as shown on said plan, one hundred fifty (150) feet;
- NORTHEASTERLY by Parcel 1, as shown on said plan, four hundred thirty-seven (437) feet, more or less;
- EASTERLY by Assabet Brook, as shown on said plan, one hundred fifty-three (153) feet, more or less; and
- SOUTHWESTERLY by land now or formerly of Eldon C. Hemphill, as shown on said plan, four hundred ninety-one (491) feet, more or less.

Said Parcel 2 containing 1.6 acres of land, more or less, according to said plan.

Also, another certain parcel of land with the buildings thereon, situated in said Boxborough, Middlesex County, Massachusetts, being shown as Parcel 3 on a plan entitled, "Compiled Plan of Land in Boxborough, Scale 1" = 100' -- June 27, 1968, Everett M. Brooks Co., Civil Eng'rs., Newtonville, Wayand, W. Acton, Mass.", recorded with said Deeds in Book 11608, Page End, being bounded and described as follows:

- NORTHWESTERLY by Codman Hill Road, as shown on said plan, four hundred ninety-six and 05/100 (496.05) feet;
- NORTHEASTERLY by Parcel 2, as shown on said plan, four hundred ninety-one (491) feet, more or less;
- SOUTHEASTERLY by the Assabet Brook, as shown on said plan, five hundred ninety (590) feet, more or less; and

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SOUTHWESTERLY by land now or formerly of Eldon C. Hemphill, as shown on said plan, by two courses measuring respectively, two hundred forty-four (244) feet, more or less, and two hundred fifty-two and 90/100 (252.90) feet, more or less.

Said Parcel 3 containing 7.7 acres of land, according to said plan.

Said premises are conveyed subject to and with the benefit of easements, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For title to Parcel 2, see deed to the grantor recorded with said Deeds in Book 12699, Page 533 and for title to Parcel 3, see deed to the grantor recorded with said Deeds in Book 12699, Page 537.

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## CODMAN HILL CONDOMINIUM

Schedule B

<u>Unit No.</u>	<u>Building</u>	<u>Floor</u>	<u>S/F</u>
1A	A	1	808
2A	A	1	801
3A	A	1	690
4A	A	1	376
5A	A	1	810
6A	A	1	800
21A	A	2	808
22A	A	2	800
23A	A	2	693
24A	A	2	691
25A	A	2	808
26A	A	2	803
31A	A	3	807
32A	A	3	803
33A	A	3	696
34A	A	3	694
35A	A	3	807
36A	A	3	807
1B	B	1	795
2B	B	1	776
3B	B	1	695
4B	B	1	442
5B	B	1	804
6B	B	1	794
21B	B	2	787
22B	B	2	783
23B	B	2	705
24B	B	2	710
25B	B	2	793
26B	B	2	798
31B	B	3	782
32B	B	3	780
33B	B	3	712
34B	B	3	715
35B	B	3	802
36B	B	3	792
1C	C	1	804
2C	C	1	797
3C	C	1	688
4C	C	1	367
5C	C	1	806
6C	C	1	797
21C	C	2	800
22C	C	2	797

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23C			
24C	C	2	692
25C	C	2	691
26C	C	2	801
31C	C	2	790
32C	C	3	800
33C	C	3	799
34C	C	3	691
35C	C	3	689
36C	C	3	800
1D	D	1	803
2D	D	1	808
3D	D	1	690
4D	D	1	391
5D	D	1	801
6D	D	1	804
21D	D	2	806
22D	D	2	809
23D	D	2	687
24D	D	2	692
25D	D	2	803
26D	D	2	806
31D	D	3	800
32D	D	3	804
33D	D	3	690
34D	D	3	700
35D	D	3	801
36D	D	3	802
1E	E	1	805
2E	E	1	805
3E	E	1	375
4E	E	1	694
5E	E	1	807
6E	E	1	802
21E	E	2	802
22E	E	2	808
23E	E	2	699
24E	E	2	700
25E	E	2	800
26E	E	2	800
31E	E	3	802
32E	E	3	807
33E	E	3	696
34E	E	3	697
35E	E	3	802
36E	E	3	805
1F	F	1	799
2F	F	1	798
3F	F	1	376
4F	F	1	693
5F	F	1	796

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6F			
21F	F	1	797
22F	F	2	801
23F	F	2	797
24F	F	2	694
25F	F	2	692
26F	F	2	798
31F	F	2	802
32F	F	3	799
33F	F	3	798
34F	F	3	689
35F	F	3	689
36F	F	3	800
			804

**NOTE:** Common Areas and Facilities to which each Unit has access and the balcony and patio, if any, to which some Units have an exclusive easement as shown on the Condominium Floor Plans recorded herewith.

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Bk. 16749 PG. 469

CODMAN HILL CONDOMINIUM

Schedule C

Pg. 470  
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PENDING  
REPARATION.

<u>Unit No.</u>	<u>Percentage of Interest</u>
1A	.975
2A	.975
3A	.845
4A	.715
5A	.975
6A	.975
21A	.975
22A	.975
23A	.978
24A	.845
25A	.845
26A	.975
31A	.975
32A	.985
32A	.975
33A	.975
34A	.845
35A	.845
36A	.985
1B	.985
2B	.975
3B	.975
3B	.845
4B	.715
5B	.975
6B	.975
21B	.975
22B	.975
23B	.975
23B	.845
24B	.845
25B	.845
26B	.975
31B	.975
32B	.975
32B	.975
33B	.845
34B	.845
35B	.845
36B	.975
1C	.975
2C	.975
3C	.975
4C	.845
5C	.715
6C	.975
21C	.975
22C	.975
22C	.978

**BK. 16749 PG. 470**

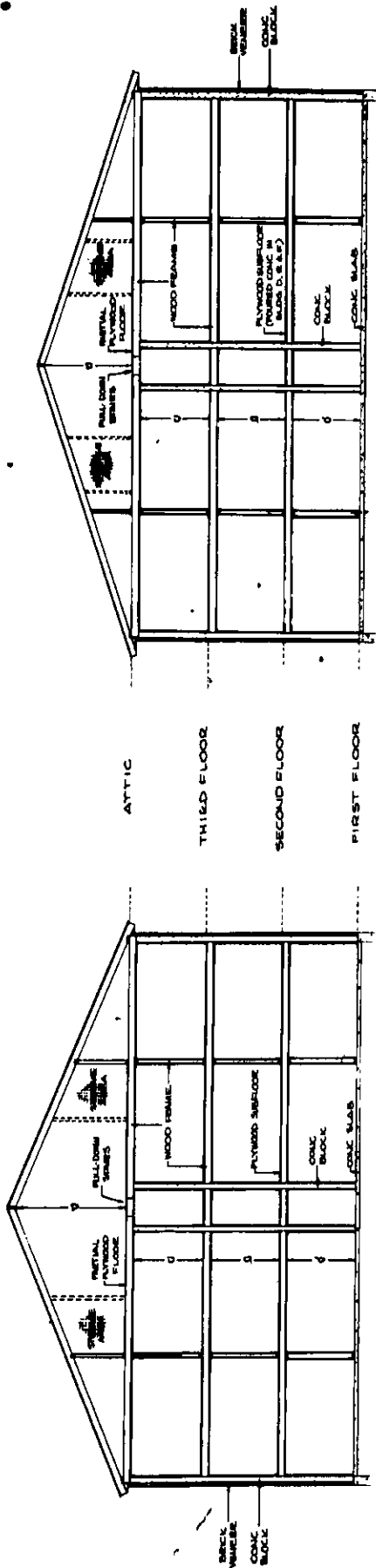
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SHEET NO 8 OF 8 SHEETS



BUILDINGS C, D, E & F

BUILDINGS A & B

BUILDING	WEST FACE ELEVATION	EAST FACE ELEVATION	WOOD FRAME ELEVATION	WEST FACE ELEVATION	WEST FACE ELEVATION	WEST FACE ELEVATION	WEST FACE ELEVATION	WEST FACE ELEVATION
A	265.74	274.45	285.15	7.75	7.81	7.85	7.85	12.25
B	268.30	275.97	285.74	7.65	7.90	7.85	7.85	12.40
C	264.67	273.84	282.25	7.60	7.84	7.85	7.85	10.15
D	264.04	272.75	281.42	7.64	7.67	7.75	7.75	10.15
E	269.45	278.17	288.77	7.85	7.65	7.71	7.71	10.88
F	269.15	277.81	284.49	7.84	7.65	7.75	7.75	10.04

NOTE: ALL ELEVATIONS REFER TO U.S.C.G.S. DATUM  
 POINT OF INTERSECTION OF STATIONARY  
 53METER MARK (G.W. 10M 18.2M 18.2M) ON TOP  
 OF A LARGE GRANITE BOUNDER AT STATION WALL  
 ON ROUTE 111 (MASS AVE) NEAR THE INTERSECTION  
 OF COOMAN HILL ROAD

CONDOMINIUM PLAN OF  
**COOMAN HILL CONDOMINIUM**  
**BOX BROUGH MASS.**  
 BUILDING CROSS SECTIONS

SCALE: 3/16" = 1'-0"  
 NOV. 21, 1985  
 ACTION SURVEY & ENGINEERING, INC.  
 277 CENTRAL ST. - ACTON, MASS.



GRAPHIC SCALE  
 0 2 4 6 12 16

PLAN DRAWN BY: [Signature]  
 RECORDED BOOK: 1888-1206

FILE NO 3-7-71