

LAKESHORE CONDOMINIUM

MASTER DEED

Lane Homes, Inc. (the "Declarant"), being the sole owner of the land and buildings in Worcester, Worcester County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Worcester District Registry of Deeds (the "Registry of Deeds") does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to those premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the Condominium shall be:

LAKESHORE CONDOMINIUM

Section 2. Description of Land. The land on which the Condominium is located is generally known as The Lakeshore at 65 Lake Avenue, Worcester, Worcester County, Massachusetts, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference. Said land, together with the improvements thereon, are shown on the plan entitled "Lakeshore Condominium, 65 Lake Avenue, Worcester, Massachusetts" by A.F. Paige Associates, dated April 22, 1988, revised May 26, 1988 (the "Site Plan").

Section 3. Description of Buildings. There is, on the land described in Exhibit A, one ten-story building including a two-level underground parking garage (the "Building") containing 100 residential units, constructed principally of reinforced concrete, structural steel and glass.

Section 4. Floor Plans; Designations of Units and Their Boundaries. The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units as built, stating the name of the Building and bearing the verified statement of a registered professional engineer certifying that the plans fully and accurately depict the same, captioned "Lakeshore Condominium, 65 Lake Avenue, Worcester, Massachusetts" in 13 sheets, dated May 12, 1988, which, together with the Site Plan are hereinafter referred to as the "Plans", and are recorded with and as a part of this Master Deed see Plan Book 693, Plan: 244.

The Condominium units (collectively, the "Units"), their designation, location, approximate area, number and composition of rooms, and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the subflooring.

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Ceilings: The plane of the lower surface of the finish ceiling material.

Interior building walls: The plane of the surface of the metal wall studs facing the Unit of walls between the Units and of walls between a Unit and common area.

Exterior building walls: The plane of the interior surface of the metal studs.

Exterior doors, windows and skylights: As to doors leading to common areas, the exterior unfinished surface of the doors and the interior unfinished surface of the door frame; as to windows and skylights, the exterior surface of the glass and of the sash, and the interior unfinished surface of the window or skylight frame.

Section 5. Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

- (a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements described on Exhibit A to this Master Deed;
- (b) All portions of the Building not included in any Unit by virtue of the Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:
 - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from Units to common areas, roof, entrances and exits of the Building, walls between Units or between a Unit and common area within the Building, and structural walls and other structural components located within any Unit;
 - (2) The main entranceway, steps and stairways, the entrance vestibules, hallways serving more than one Unit, the mailboxes and other facilities in such hallways;
 - (3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, wherever located, but not including equipment contained within and servicing a single Unit;
 - (4) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in

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the Trustees of the Condominium Trust for maintenance, repair and replacement;

(c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, in conformance with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Lakeshore Condominium Trust recorded herewith (the "Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Section 5.1. Balconies, Parking and Boat Slips. Each balcony directly adjacent to any Unit, shall be common area reserved for the exclusive use of that Unit. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order. Maintenance and repair of the structural elements of balconies shall be a Condominium Trust responsibility performed at common expense.

The Declarant reserves to itself, its successors and assigns, the right and power to grant to the owner(s) of any Unit the exclusive right to use one or more of the parking spaces located in the common area of the Condominium on the premises described in Exhibit A attached hereto and shown on Sheet Numbers 1 and 2 of the Plans recorded herewith, during the existence of the Condominium, for any lawful purpose. Such parking rights may be transferred, but only among Unit Owners or to the Condominium Trust, by instrument duly recorded in the Registry of Deeds and shall end upon the permanent withdrawal of the premises from condominium status.

All parking and related facilities shall be a part of the common area and facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with any exclusive rights granted as aforesaid by the Declarant. Any parking rights granted exclusively to the benefit of a Unit Owner as aforesaid shall be terminated at any time other than the permanent withdrawal of the premises from condominium status only by instrument

duly recorded in the Registry of Deeds and after termination shall be part of the common area and facilities free of such exclusive right.

The Declarant reserves to itself, its successors and assigns the right and power to grant to the owner(s) of any Unit the exclusive right to use one or more of the boat slips to be designated by the Trustees within the area labeled "Floating Boat Slips" extending from the common area of the Condominium into Lake Quinsigamond as shown on the Site Plan of the Plans recorded herewith, during the existence of the Condominium, for any lawful purpose. Such rights may be transferred, but only among Unit Owners or to the Condominium Trust, by instrument duly recorded in the Registry of Deeds and shall end upon the permanent withdrawal of the premises from condominium status.

All boat slips and related facilities shall be a part of the common area and facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with the exclusive rights granted as aforesaid by the Declarant. Any boat slip rights granted exclusively to the benefit of a Unit Owner as aforesaid shall be terminated at any time other than the permanent withdrawal of the premises from condominium status only by instrument duly recorded in the Registry of Deeds and after termination shall be part of the common area and facilities free of such exclusive right. The continued existence of such boat slips and the exercise of all rights granted with respect thereto shall be at all times subject to the authority of applicable federal, state and municipal regulation.

Section 6. Statement of Purpose; Restrictions on Use. The purposes for which Units and the common areas and facilities are intended to be used are as follows:

Units, common areas and facilities shall be used solely for any purpose permitted from time to time by the Zoning Ordinance of the City of Worcester.

No Unit or common area or facilities shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit or common area or facilities shall be used for any purpose not specified in this Section;

- (b) The architectural integrity of the Building and of the Units shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or any Unit or any part of either and no signs or advertising may be displayed in the window of any Unit. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.
- (c) No Unit or common area or facilities shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-laws and the Rules and Regulations in effect from time to time pursuant thereto;
- (d) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems, exterior appearance of the Building, or other common area and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed without the prior written consent of the Trustees which shall not be unreasonably withheld or delayed, which consent may contain such conditions, including without limitation restrictions in the manner of performing such work and requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit (whether or not affecting the structural elements, mechanical systems, exterior appearance of the Building, or common area and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

No dogs, no animals larger than a cat, and no animal of any size which in the Trustees' judgment creates unreasonable interference with the Unit Owners' use and enjoyment of their Units and the common areas, shall be kept in or brought upon any Unit or common area. In appropriate cases (for example, guide dogs for the blind), the Trustees may permit a dog to be kept in and brought upon a Unit and common area after finding (i) that the dog is essential to the Unit Owner and (ii) that it will not create unreasonable interference with other Unit Owners' use and enjoyment of their Units and the common areas; and such permission may be revoked by the Trustees after finding that either of conditions (i) or (ii) no longer exist. The Trustees' permission to keep an animal shall not bar subsequent revocation of that permission as to any animal which creates such unreasonable interference.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the

Condominium Trustees and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law and insofar as permitted by law shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. In addition to all remedies available by law, the Trustees may enforce these restrictions by imposing fines while any violation continues. No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her Unit ownership.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes, (ii) use unsold Units as models for display for purposes of sale or leasing of Units, and (iii) make additions, alterations or improvements to unsold Units without Trustee consent.

Section 7. Amendments. This Master Deed may be amended, subject to the provisions of Section 7.1 by an instrument in writing (a) signed and acknowledged by a majority of the Trustees of the Condominium Trust who certify under oath that one or more owners of Units entitled to at least 67% of the undivided interest in the common areas and facilities of the Condominium have consented in writing thereto, and (b) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first consented to 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 has been so recorded within six 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 which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of the undivided interest in the common areas and facilities is affected and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record or which enacts any right of first refusal impairing the rights of any first mortgagee to foreclose or take title to a Unit pursuant to the remedies in the mortgage, to accept a deed in lieu of foreclosure in the event of a default by a mortgagor, or sell or lease a Unit so acquired by the mortgagee shall be

of any force or effect unless the same has been consented to in writing by the holder of such mortgages;

- (e) No portion of any instrument amending this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect (but all other portions thereof shall be of full force and effect);
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the Declarant (i.e., not appertaining generally to all Unit Owners) shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the Condominium.

Section 7.1. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

(a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of the (i) first mortgage lenders holding mortgages on the individual Units (based upon one vote for each first mortgage owned) and representing at least 67% of the undivided interest in the common areas and facilities, or (ii) Unit Owners, have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common

areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

(c) No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the first mortgagee of any Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.

(d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

(e) Any holder, insurer and guarantor of a first mortgage on a Unit, upon written request to the Trustees which includes its name and address and the Unit against which the mortgage in question has been placed, will be entitled to written notification from the Trustees of any default by the Unit Owner named as mortgagor under such mortgage of any obligation under the Master Deed, Declaration of Trust, or rules and regulations in effect from time to time and not cured within sixty (60) days.

(f) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgage lender to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
- (ii) accept a deed in foreclosure (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 set forth in the preceding subsections (i) and (ii).

(g) In addition to the provisions of subsection (a) of this Section 7.1, unless Unit Owners representing at least sixty-seven (67%) percent of the undivided interest in the common areas and

facilities and Eligible Mortgage Holders (defined below) representing at least 51% of the undivided interest in the common areas and facilities of Unit Owners whose Units are subject to mortgages held by Eligible Mortgage Holders have given their prior approval, no amendment to the Master Deed, shall be adopted which would make any material change (i.e., other than amendments by way of correcting technical error or clarification) with respect to any of the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of undivided interest in the general or limited common areas and facilities, or rights to their use;
- (vi) boundaries of any Unit;
- (vii) convertability of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xv) any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has required in writing that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this subsection (g) shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees making reference to this Section, when recorded with the Registry of Deeds, shall be conclusive against all persons as to the facts set forth therein.

(h) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deed, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased or rented for a term of less than 30 days.

(i) Nothing in this Master Deed or in the Condominium Trust shall be construed to impair the right of each Unit Owner to unrestricted ingress and egress to his or her Unit, which right shall be perpetual and shall run with the land subject to the Condominium as an appurtenant right to each Unit.

(j) 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 except for real estate tax bills based on assessments made prior to the premises being converted to a condominium.

(k) Any lien of the Condominium Trust for common expense assessments or other charges becoming due and payable on or after the date of recording of a first mortgage on any Unit shall be subordinate to said mortgage. 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, or deed in lieu of foreclosure to the holder of a first mortgage shall extinguish a subordinate lien for assessments which become due and payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished shall be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchase or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

The Declarant intends that the provisions of this Section 7.1 and all other provisions of this Master Deed comply with the requirements

of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirement shall control. This Section 7.1 may be amended only with the prior written approval of at least 67% of the (i) first mortgage lenders holding mortgages on the individual Units (based on one vote for each first mortgage owned) and representing at least 67% of the undivided interest in the common areas and facilities or (ii) Unit Owners.

Section 8. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium is Lakeshore Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows:

Walter Reddington, III	225 Turnpike Road Southborough, MA 01772
Marc R. Verreault	225 Turnpike Road Southborough, MA 01772
Martin R. Hanley, Jr.	225 Turnpike Road Southborough, MA 01772

Section 9. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 10. Condemnation. From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original undivided interest in the common areas and facilities, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 11. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 12. Waiver. The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 13. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED UNDER SEAL on this 14th day of July 1988.

LANE HOMES, INC.

By: Harry D. Wight
Harry D. Wight, its
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

July 14, 1988

Then personally appeared the above-named Harry D. Wight, President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Lane Homes, Inc., before me.

Mass. H. Smith
Notary Public
My commission expires: _____



EXHIBIT "A"

DESCRIPTION OF LAND

PARCEL 1

The land with buildings thereon in said Worcester, on the northeasterly side of Lake Avenue, bounded and described as follows:

- BEGINNING at a point on a curve to the right which has a radius of 905.37 feet on the northeasterly line of Lake Avenue at the southwesterly corner of the premises herein described said point being distance 203.15 feet northwesterly from the southeasterly terminus of said curve.
- THENCE northwesterly by the northeasterly line of Lake Avenue and by a curve to the right which has a radius of 905.37 feet a distance of one hundred thirty-seven and eighty-nine hundredths (137.89) feet to the most southerly corner of land now or formerly of Lincoln Park Hotel, Inc;
- THENCE N. 5° 15' 16" E. by the easterly line of said Hotel land, thirty-five and thirty-six hundredths (35.36) feet to a point at land now or formerly of Duffy;
- THENCE N. 81° 36' 46" E. by said Duffy land, two hundred forty-one and nine hundredths (241.09) feet to a drill hole in a slab stone set on the retaining wall on the westerly shore line of Lake Quinsigamond;
- THENCE southerly and southwesterly by the westerly shore line of said Lake to a point;
- THENCE S. 79° 00' W. one hundred four (104) feet, more or less, to the point of beginning.

Being Parcel A as shown on Plan of Land in Worcester, January, 1958, Reney Brothers, Inc., Engineers, recorded in Plan Book 230, Plan 60.

PARCEL 2

The land with buildings thereon in said Worcester, on the northeasterly side of Lake Avenue, bounded and described as follows:

- BEGINNING at the southwesterly corner thereof on the easterly side of Lake Avenue, this point is seventeen and nine tenths (17.9) feet northerly of a W.H. Monument set in the ground;
- THENCE easterly by land formerly of Alvarado A. Coburn, about eighty-eight and eight tenths (88.8) feet to Lake Quinsigamond.

- THENCE northerly by the westerly shore of said Lake, about one hundred forty-nine and thirty-four hundredths (149.34) feet to land formerly of Horace M. Bigelow;
- THENCE westerly by said Bigelow land, about one hundred four (104) feet to Lake Avenue;
- THENCE southerly by said Avenue, about one hundred eighty-five and twenty-five hundredths (185.25) feet to the point of beginning.

PARCEL 3

The land with buildings thereon in said Worcester, bounded and describes as follows:

- BEGINNING at a point on the said line of Lake Avenue at the most southerly corner of the premises, said point being also the most westerly corner of land taken by the City of Worcester by taking recorded with Worcester District Deeds, Book 3420, Page 233;
- THENCE northeasterly by said land taken by the City of Worcester ninety-six and nineteen hundredths (96.19) feet to the ownership line of Lake Quinsigamond;
- THENCE northerly along a stone retaining wall on the westerly shore of said Lake and measuring in a straight line about ninety (90) feet, more or less, to land now or formerly of H.H. Bigelow;
- THENCE westerly by said Bigelow land through a stone monument eighty-eight and eight tenths (88.8) feet to a stone monument in said line of Lake Avenue which is distant northerly seventeen and nine tenths (17.9) feet from a stone monument marked "W.H." set to mark the tangent point of a curve in said Avenue.
- THENCE southerly by said line of Lake Avenue one hundred three (103) feet, more or less, to the point of beginning.

Subject to a Construction Mortgage and Security Agreement to Mutual Bank, FSB recorded in said Deeds, Book 9240, Page 345.

Subject to flowage rights to Lake Quinsigamond, if any.

Parcels 1 and 2 are subject to: A sewer easement to the City of Worcester recorded with said Registry in Book 2261, Page 15; rights of way as recorded with said Registry in Book 3922, Page 514; a release of damages to Boston & Albany Railroad and the N.Y. Central & Hudson River Railroad recorded with said Registry in Book 1889, Page 421;

See Notice of Special Permit recorded with said Registry in Book 4617, Page 200 as to Parcels 1 and 2; and Notice of variance, recorded with said Registry in Book 8379 Page 380^{as extended by Book 9516 Page 245} as to Parcels 1, 2 and 3; and Order of Conditions by Worcester Conservation Commission, dated November 8, 1984 and recorded with said Registry in Book 8857, Page 336 as to Parcels 1, 2 and 3 and Amended Order of Conditions by Worcester Conservation Commission recorded February 12, 1986 with said Registry in Book 9231, Page 220.

Subject to sewer easements to the City of Worcester shown on Plan No. 10570 of the City of Worcester Dept. of Public Works, dated February 26, 1971 (unrecorded).

EXHIBIT "B"

<u>Unit</u>	<u>Percentage Interest</u>	<u>Floor</u>	<u>Approx. Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Area Access</u>
201	.757	3	1,377	5	Hallway and Balcony
202	.800	1	1,377	5	Hallway and Balcony
203	.830	2	1,305	5	Hallway and Balcony
204	.757	1	1,377	5	Hallway and Balcony
205	.715	3	1,377	5	Hallway and Balcony
206	.787	2	1,289	5	Hallway and Balcony
207	.757	1	1,377	5	Hallway and Balcony
208	.715	3	1,377	5	Hallway and Balcony
209	.715	3	1,377	5	Hallway and Balcony
210	.757	1	1,377	5	Hallway and Balcony
211	.787	2	1,305	5	Hallway and Balcony
212	.757	1	1,377	5	Hallway and Balcony
213	.715	3	1,377	5	Hallway and Balcony
214	.808	2	1,289	5	Hallway and Balcony
215	.778	1	1,377	5	Hallway and Balcony
216	.736	3	1,377	5	Hallway and Balcony
217	.736	3	1,377	5	Hallway and Balcony
218	.778	1	1,377	5	Hallway and Balcony
219	.757	1	1,377	5	Hallway and Balcony
220	.715	3	1,377	5	Hallway and Balcony
221	.744	2	1,289	5	Hallway and Balcony
222	.757	1	1,377	5	Hallway and Balcony
223	.715	3	1,377	5	Hallway and Balcony
224	.715	3	1,377	5	Hallway and Balcony
225	.693	1	1,377	5	Hallway and Balcony
226	.723	2	1,305	5	Hallway and Balcony
227	.672	1	1,377	5	Hallway and Balcony
228	.715	3	1,377	5	Hallway and Balcony
230	.757	3	1,377	5	Hallway and Balcony
501	.842	6	1,377	5	Hallway and Balcony
502	.885	4	1,377	5	Hallway and Balcony
503	.915	5	1,305	5	Hallway and Balcony
504	.842	4	1,377	5	Hallway and Balcony
505	.800	6	1,377	5	Hallway and Balcony
506	.872	5	1,289	5	Hallway and Balcony
507	.842	4	1,377	5	Hallway and Balcony
508	.800	6	1,377	5	Hallway and Balcony
509	.800	6	1,377	5	Hallway and Balcony
510	.842	4	1,377	5	Hallway and Balcony
511	.872	5	1,305	5	Hallway and Balcony
512	.842	4	1,377	5	Hallway and Balcony
513	.800	6	1,377	5	Hallway and Balcony
514	.893	5	1,289	5	Hallway and Balcony
515	.864	4	1,377	5	Hallway and Balcony
516	.821	6	1,377	5	Hallway and Balcony
517	.821	6	1,377	5	Hallway and Balcony
518	.864	4	1,377	5	Hallway and Balcony

519	.842	4	1,377	5	Hallway and Balcony
520	.800	6	1,377	5	Hallway and Balcony
521	.893	5	1,289	5	Hallway and Balcony
522	.842	4	1,377	5	Hallway and Balcony
523	.800	6	1,377	5	Hallway and Balcony
524	.800	6	1,377	5	Hallway and Balcony
525	.842	4	1,377	5	Hallway and Balcony
526	.872	5	1,305	5	Hallway and Balcony
527	.842	4	1,377	5	Hallway and Balcony
528	.800	6	1,377	5	Hallway and Balcony
529	.915	5	1,289	5	Hallway and Balcony
530	.885	4	1,377	5	Hallway and Balcony
531	.842	6	1,377	5	Hallway and Balcony
801	.949	9	1,377	5	Hallway and Balcony
802	.970	7	1,377	5	Hallway and Balcony
803	.978	8	1,305	5	Hallway and Balcony
804	.927	7	1,377	5	Hallway and Balcony
805	.906	9	1,377	5	Hallway and Balcony
806	.936	8	1,289	5	Hallway and Balcony
807	.927	7	1,377	5	Hallway and Balcony
808	.906	9	1,377	5	Hallway and Balcony
809	.906	9	1,377	5	Hallway and Balcony
810	.927	7	1,377	5	Hallway and Balcony
811	.936	8	1,305	5	Hallway and Balcony
812	.927	7	1,377	5	Hallway and Balcony
813	.906	9	1,377	5	Hallway and Balcony
814	.957	8	1,289	5	Hallway and Balcony
815	.949	7	1,377	5	Hallway and Balcony
816	.927	9	1,377	5	Hallway and Balcony
817	.927	9	1,377	5	Hallway and Balcony
818	.949	7	1,377	5	Hallway and Balcony
819	.927	7	1,377	5	Hallway and Balcony
820	.906	9	1,377	5	Hallway and Balcony
821	.957	8	1,289	5	Hallway and Balcony
822	.927	7	1,377	5	Hallway and Balcony
823	.906	9	1,377	5	Hallway and Balcony
824	.906	9	1,377	5	Hallway and Balcony
825	.927	7	1,377	5	Hallway and Balcony
826	.936	8	1,305	5	Hallway and Balcony
827	.927	7	1,377	5	Hallway and Balcony
828	.906	9	1,377	5	Hallway and Balcony
829	.978	8	1,289	5	Hallway and Balcony
830	.970	7	1,377	5	Hallway and Balcony
831	.949	9	1,377	5	Hallway and Balcony
1001	1.999	10	1,800		Hallway and Balcony
1002	1.978	10	1,800		Hallway and Balcony
1003	1.978	10	1,800		Hallway and Balcony
1004	1.978	10	1,800		Hallway and Balcony
1005	1.978	10	1,800		Hallway and Balcony
1006	1.957	10	1,800		Hallway and Balcony
1007	3.786	10	3,600		Hallway and Balcony

1008	3.765	10	3,600	Hallway and Balcony
1009	3.807	10	3,600	Hallway and Balcony

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ATTEST: WORC., Anthony J. Vigliotti, Register