BK3748 FG 243

65537 MASTER DEED

Of:

### THE PEMBERTON ESTATES CONDOMINIUM

Peter B. Finn, Trustee of The Pemberton Estates Development Trust u/d/t dated August 8, 1986, recorded with the Middlesex North District Registry of Deeds Book 2659 Page 205. (hereinafter the "Declarant" or "Seller"), being the sole owner of the certain premises located at 98-100 Pemberton Street, Middlesex County, Dracut, Commonwealth of Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and proposes to create a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, the said Peter B. Finn, Trustee hereby declares and provides as follows:

The Name of the Condominium and the Condominium Trust:
The name of the condominium shall be The Pemberton Estates
Condominium, hereinafter "Condominium". The trust through which
the Unit Owners will manage and regulate the Condominium
established hereby is The Pemberton Estates Condominium Trust,
under Declaration of Trust of even date, to be filed herewith.
Said Declaration of Trust establishes the Unit Owner organization
in which all Unit Owners shall have an interest in proportion to
the percentage of undivided interest in the Common Areas and
Facilities to which they are entitled hereunder. The names and
addresses of the original and present trustee thereof (therein

66 OCT 22 PM 3-50

المورغاوي وموافات

p(; 244 designated as the "Trustee" or "Trustees" thereof), are as follows:

Peter B. Finn 3 Center Plaza, Suite 800 Boston, Massachusetts 02108

Said Trustee has enacted By-Laws which are set forth in said

Declaration of Trust, pursuant to and in accordance with the

provisions of Chapter 183A of the General Laws of Massachusetts.

- Description of Land: The premises which constitute the Condominium comprise the land situated at 98-100 Pemberton Street, Dracut, Massachusetts, as described hereinafter, together with the building and improvements thereon, as shown on survey plan entitled "Plan of Property owned by Peter B. Finn, Trustee of The Pemberton Estates Development Trust", dated August 7 prepared by David E. Beede Civil Engineering Corp. and floor plans (Sheets | through 2 ) entitled "The Pemberton Estates Condominium" dated September 19, 1986, prepared by , all of which plans are annexed hereto, SWECO U.S.A. INC. registered/recorded herewith and collectively hereinafter referred to as the "Condominium Plans". Said land is bounded and described and is subject to and has the benefits of such easements and restrictions as set forth in Exhibit A annexed hereto and made a part hereof.
- 3. <u>Description of Buildings</u>: The Condominium is comprised of two residential buildings of three stories in height. Each building contains eighteen units of various sizes, studios, one bedroom and two bedroom units. The second and third floor units

المحاكمة فيالضواب فيميا

PG 245

each have a balcony. Some of the ground level units have patios. The buildings are constructed of wood frame with brick exterior.

- 4. <u>Description of Units</u>: The Condominium Units and the locations, approximate square footage, unit designations and dimensions of the Units, immediately accessible Common Areas, special Common Areas, if any, the building location and the lot and other descriptive specifications is set forth in Exhibit B attached hereto and are as shown on the Condominium Plans, to be filed herewith. Each Unit consists of the area within its boundaries as hereinafter defined and as shown on the Condominium Plans. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:
  - (a) Floors: Upper surface of the sub-flooring.
- (b) <u>Ceilings</u>: With respect to all Units, except for the top-most Units, the plane of the bottom-most surface of the floor joist, and other structural members appurtenant to such floor joists, of the floor above; with respect to the top-most Unit, the plane of the bottom-most surface of the roof joist, and other structural members appurtenant to such roof joists.
- (c) <u>Interior Walls Between Units</u>: The plane of the surface of the wall studs facing the Common Areas and Facilities; or, if the wall is brick, the surface of the brick facing the Common Areas and Facilities; or, with respect to walls separating one Unit from another Unit, the line passing through the middle of the said wall separating Units.

- (d) Exterior Walls, Doors, and Windows: As to walls, the plane of the interior surface of the wall studs facing such Unit; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and of the window frames.
- 5. Common Areas and Facilities: The Common Areas and Facilities of the Condominium consist of:
- (a) The above-described land with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may now be in force and applicable.
- (b) The yards, laundry and boiler rooms, storage area, recreation areas, structures and buildings, lawns, gardens, walkways, common passageways, and other improved or unimproved areas not within the Units, and all exterior railings, retaining walls, walls, steps, sill-cocks, lighting fixtures and plants.
- (c) All areas of each building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed and without limiting the generality of the foregoing:
  - (i) The foundations, structural columns and elements, studs, supports, beams, girders, ground level concrete floor, roof, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of the Unit.

- (ii) All building entrances, vestibules, hallways and stairways, and all improvements thereto, equipment and fixtures therein and other features and facilities thereof.
- (iii) All conduits, ducts, pipes, plumbing, wiring, electric meters, and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Trustees of The Pemberton Estates Condominium Trust for maintenance, repair and replacement of the like; all other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance or safety of the building.
- (iv) All installations outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal, including all equipment appurtenant thereto.
- (v) All sewer and drainage pipes, and sewer pumping system.
- (vi) Installation of central services, including central vacuum system equipment attendant thereto, excluding equipment contained within and servicing a single Unit.
- (vii) The balconies and/or patios, provided however, that each Unit of the Condominium shall have the exclusive right

and easement to use the balconies and/or patio shown on the Plans, as contiguous thereto, subject to the right of other Unit Owners to pass through the balconies and/or patios in the event of fire or other emergency requiring such use.

(viii) Open parking areas, provided however, that each unit shall have appurtenant thereto the right and easement to use one open parking space to be assigned, from time to time, by the Trustees.

- (ix) The laundry rooms.
- (x) In regard to any special common area, or other exclusive use area, no significant maintenance or new construction or improvements of any type or magnitude as may herein be permitted, may proceed without the issuance of the requisite building and other permits. The Unit Owner undertaking such work shall also provide, in protection of the Condominium and the other Unit Owners, an insurance policy, or policies, with such coverage as shall be determined by the Trustees. All such work shall further be subject to such other conditions that the Trustees may in their reasonable judgment impose. All work shall be scheduled and professionally supervised to minimize the inconvenience to the Unit Owners and protect the integrity and value of the Condominium.
  - (xi) All other items listed as such in Massachusetts

    General Laws, Chapter 183A, and located on the premises. The

    Owners of each Unit shall be entitled to use the Common Areas

    and Facilities in accordance with their intended use and

shall own an undivided interest in the Common Areas and Facilities in the percentage set forth in Exhibit B hereto for such Unit. The Common Areas and Facilities shall be used, owned, and regulated in accordance with and subject to the provisions of this Master Deed, of The Pemberton Estates Condominium Trust, and its By-Laws, as now exist or as may from time to time be amended, and subject also to the Rules and Regulations promulgated pursuant thereto. The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

- 6. <u>Plans</u>: Simultaneously with the recording hereof, there has been recorded a site plan and a set of the floor plans of the Building, showing the layout, location, Unit numbers and dimensions of the Units, stating the name of each Building or that it has no name, and bearing the verified statement of a registered architect, engineer, or land surveyor certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built.
- 7. Pipes, Wires, Flues. Ducts, Cables, Conduits, Public
  Utility Lines and Other Common Areas Located Inside of Units:
  Right of Access: 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 Areas located in any of the other Units or elsewhere in the

garagara natabahan salah bi malambahan dalah dalah mentabahan bilangan bahasa bahasa dalah dalah dalah dalah d

PG 250 Condominium 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 Areas located in such Unit and serving other Units. The manager, the managing agent, and any other person authorized by the Trustees or by the manager or the managing agent, shall have a right of access to each Unit, at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit and threatening another Unit or a Common Area, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas in any Unit or elsewhere in the Building. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

8. Encroachments: If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Areas made by or with the consent of the Trustees, or (b) settling of all or any portion of the Building, or (c) repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) 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.

- 9. <u>Use of Units</u>: The Buildings and each of the Units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families, provided that a Unit or any portion thereof may be used as a professional office or such other purposes as may from time to time be permitted as ancillary to such residential use by the zoning by-laws or ordinances then in effect in the Town of Dracut as of right without the need of variance, special permit or other exception.
- 10. Restrictions on Use: The following restrictions are imposed for the benefit of each Unit Owner and the Trustees of The Pemberton Estates Condominium Trust and may be enforceable solely by them or any of them, insofar as permitted by law:
- (a) No Unit shall be occupied as a residence by more than one family unit or more than two persons unrelated by blood, marriage or adoption. No leasing or occupancy shall be permitted on a transient, or short term, basis. Every lease must be in writing and shall reference or incorporate the Condominium Declaration of Trust, Master Deed and the current Rules and Regulations. No lease can be entered into for a term of less than one (1) year.
- (b) In order to preserve the architectural coherence and integrity of the Buildings and the Units, without the prior written consent of the Trustees of The Pemberton Estates

  Condominium Trust, no awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, property or feature shall be erected or

placed upon or attached to any such Unit or any part thereof; and no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching or decalcomania or other decorations shall be done on any exterior part or exterior surface of any Unit nor on the exterior surface of any window.

- (c) No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of The Pemberton Estates Condominium Trust or of any Rules or Regulations from time to time adopted pursuant thereto.
- (d) Nothing hereinabove contained shall be so construed as . to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and design of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith (subject, however to the restrictions herein contained as to Uses), or to prohibit the Owner of any Unit from modifying, removing and installing non-bearing walls which lie wholly within such Unit's interior or from remodeling the interior of such Unit, provided that any and all such work shall be done in a good and workmanlike manner pursuant to the building permit duly issued therefor, if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Trustees of the condominium unit, together

with a written request for approval thereof, and shall not commence said work until such approval shall have been received in writing. An owner of two (2) adjoining Units may, subject to the same conditions and approvals, remove all or part of an interior wall or ceiling or floor separating such Units. No Unit may be divided or subdivided into smaller units.

- (e) No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except with the prior written consent of the Trustees.
- (f) No clothes washing machines or dryers may be installed or used in the Units.
- (g) All floor areas of the Units presently covered by carpeting shall continue to be maintained with carpeting or other material of equivalent insulation quality.
- (h) The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.
- (i) A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such Rules and Regulations from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements and Units are used for the purposes set forth in this Paragraph 10, and to protect the architectural integrity of the Building.

AND STATE OF THE PARTY OF THE P

- 11. Amendments of Master Deed: This Master Deed may be amended by an instrument in writing (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more in interest of the Beneficial Interests; (ii) signed and acknowledged by a majority of the Trustees of the Trust; and (iii) duly recorded with the Middlesex North District 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 and effect unless and until the same has 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 Owner of the Unit so altered and the same has been assented to in writing by all holders of all first mortgages of record.
- (c) No instrument of amendment which alters the Beneficial Interests shall be of any force or effect unless the same has been signed by the Owners of all the Units and said instrument is recorded as an Amended Master Deed and the same has been assented to in writing by all holders of all first mortgages of record.
- (d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgage.

- (e) 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 Chapter 183A shall be of any force or effect.
- (f) No instrument of amendment which alters or violates any of the rights reserved to the Declarant herein or in the Trust shall be of any force or effect unless the same has been assented to in writing by the Declarant or its successors or assigns.
- 12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, Rules and Regulations: All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and any Rules and Regulations promulgated pursuant to the Trust, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and such Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of 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 thereof.
- 13. Compliance with Chapter 183A: Definitions: Conflicts:
  Ambiguities: The Units and Common Areas and Facilities, and the

Unit Owners and the Trustees of The Pemberton Estates Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended, and in all respects not specified in this Master Deed or in the Declaration of Trust of The Pemberton Estates Condominium Trust and the By- Laws set forth therein, shall be governed by the provisions of Chapter 183A and their relation to each other and to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meaning herein unless the context otherwise requires. In case any of the provisions stated in this Master Deed conflict with the provisions of said statute, the provisions of said statute shall control.

- 14. <u>Invalidity</u>: 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.
- 15. <u>Waiver</u>: 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.

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

IN WITNESS WHEREOF, Peter B. Finn, Trustee, has hereunto set his hand and seal on this  $20^{\circ}$  day of 00000, 1986.

Peter B. Finn, Trustee of The Pemberton Estates Development Trust

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

October 20 , 1986

Then personally appeared the above-named Peter B. Finn,

Trustee of The Pemberton Estates Development Trust and

acknowledged the foregoing instrument to be his free act and deed

before me.

Notary/Public

My Commission Expires: 12/4/12

JACQUELINE BOLLEN NOTARY PUBLIC My Commission Biginos Goo. 4, 1982 The following the second section of the second seco

PG 258

#### MASTER DEED

OF

#### THE PEMBERTON ESTATES CONDOMINIUM

#### EXHIBIT A

The land with the buildings thereon, situated in Dracut, in the County of Middlesex, on the southwesterly side of Ashton Avenue, on the northerly side of Pemberton Street, and the northeasterly side of Shawmut Avenue, and being Lots 290 to 308, inclusive, shown on plan of land entitled, "Plan of Land in Lowell and Dracut, belonging to the Town of Dracut," surveyed by Osgood and Snell, C.E.'s, November, 1895, which plan is recorded with Middlesex North District Registry of Deeds, Plan Book 13, Plan 35, and bounded:

Northeasterly by Ashton Avenue, five hundred thirty-three and 5/100 (533.05) feet; Southerly by Pemberton Street, two hundred seventeen and 20/100 (217.20) feet; Southwesterly by Shawmut Street, four hundred forty-eight and 40/100 (448.40) feet; and Northwesterly by Lots 289 and 288 on said plan, two hundred (200) feet.

Containing, according to said plan, 98,145.50 square feet.

This conveyance is made subject to and with the benefit of easements and restrictions of record insofar as the same are now in force and applicable.

Together with the right to use the streets located on said plan for all purposes for which streets are commonly used in this Commonwealth.

This conveyance is also made subject to and with the benefit of certain rights, conditions, and privileges contained in a license between the City of Lowell and the Robert C. Wilkins, Inc., dated November 1, 1971, and duly recorded with said Registry of Deeds, Book 2023, Page 558, and the assignment of said license, duly acknowledged by the said City of Lowell, dated September 29, 1972, and recorded with said Registry of Deeds, Book 2034, Page 85.

Said premises are also shown as Lot C on a plan recorded with said Deeds, Plan Book 111, Plan 66.

| 4 | 5 |
|---|---|
| _ | 1 |
| 9 | 9 |
| Š |   |

| Room   | •   | nds                         | ınds**                        | spu                         | nds**                         | spu                         | nds**                         |
|--|---|-----------------------------|-------------------------------|-----------------------------|-------------------------------|-----------------------------|-------------------------------|
| KEY<br>Living Room<br>Kitchen<br>Bedroom<br>Bathroom   | Common<br>th Unit                                     | ind Grou                    | and Grou                      | ind Grou                    | ind Grou                      | ınd Grou                    | ind Grou                      |
| 8 8 7 ER   | Immediate Common<br>Areas to Which Unit<br>Has Access | rridor 2                    | rridor a                      | rridor a                    | rridor a                      | rridor a                    | rridor a                      |
|  | Imm<br>Areas  | Common Corridor and Grounds | Common Corridor and Grounds** | Common Corridor and Grounds | Common Corridor and Grounds** | Common Corridor and Grounds | Common Corridor and Grounds** |
| MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B | Approximate<br>Area<br>(Square Feet)*                 | 717                         | 797                           | 446                         | 643                           | 710                         | 077                           |
| THE P  | Number and<br>Designation<br>of Rooms                 | K/DR-LR-2BR-B               | K/DR-LR-2BR-B                 | K/DR-LR/BR-B                | K/DR-LR-BR-B                  | K/DR-LR-2BR-B               | K/DR-LR-2BR-B                 |
| 100 PEMBERTON STREET<br>PLOOR ONE                      | Percentage<br>Interest in<br>Condominium              | 2.804                       | 3.117                         | 1.744                       | 2.515                         | 2.111                       | 3.011                         |
| 100 PEMBE<br>FLOOR ONE                                 | Unit  |                             | 2                             | м                           | *                             | ٠,                          | 9                             |

\* includes balcony or patio
\*\* and patio
\*\*\* and balconies

| KEY [ LR - Living Room ] [ K - Kitchen ] [ BR - Bedroom ] [ B - Bathroom ] | Immediate Common<br>Areas to Which Unit<br>Has Access | Common Corridor and Grounds*** |
|--|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B                     | Approximate<br>Area<br>(Square Feet)*                 | 768                            | 177                            | 642                            | 645                            | 764                            | 764                            |
| M THE PE   | Number and<br>Designation<br>of Rooms                 | K/DR-LR-2BR-B                  | K/DR-LR-28R-B                  | K/DR-LR-BR-B                   | K/DR-LR-BR-B                   | K/DR-LR-2BR-B                  | K/DR-LR-2BR-B                  |
| 100 PEMBERTON STREET<br>FLOOR TWO  | Percentage<br>Interest in<br>Condominium              | 3.004                          | 3.015                          | 2.511                          | 2.522                          | 2.988                          | 2.988                          |
| 100 PEMBE<br>FLOOR TWO   | ÷   | 7                              | σ                              | 6                              | 10                             | 11                             | 12                             |

<sup>#</sup> includes balcony or patio
\*\* and patio
\*\*\* and balconies

| ō    |
|------|
| m    |
| Page |

| 100 PEMBERT<br>FLOOR THREE | 100 PEMBERTON STREET<br>FLOOR THREE      | THE PI                                | MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B | KEY [LR - Living Room] [K - Kitchen] [BR - Bedroom] [B - Bathroom] |
|----------------------------|--|---------------------------------------|--|--|
| Unit                       | Percentage<br>Interest in<br>Condominium | Number and<br>Designation<br>of Rooms | Approximate<br>Area<br>(Square Feet)*                  | Immediate Common<br>Areas to Which Unit<br>Has Access              |
| 7                          | 3.004                                    | K/DR-LR-2BR-B                         | 768  | Common Corridor and Grounds***                                     |
| 15                         | 2.996                                    | K/DR-LR-2BR-B                         | 992  | Common Corridor and Grounds***                                     |
| 16                         | 2.507                                    | K/DR-LR-BR-B                          | 641  | Common Corridor and Grounds***                                     |
| 17                         | 2.499                                    | K/DR-LR-BR-B                          | 639  | Common Corridor and Grounds***                                     |
| 18                         | 2,988                                    | K/DR-LR-2BR-B                         | 764  | Common Corridor and Grounds***                                     |
| 13                         | 2.988                                    | K/DR-LR-2BR-B                         | 764  | Common Corridor and Grounds***                                     |
|                            |  |                                       |  |  |

\*\* includes balcony or patio
\*\*\* and patio
\*\*\* and balconies

| KEY [LR - Living Room [K - Kitchen [BR - Bedroom [B - Bathroom | Immediate Common<br>Areas to Which Unit<br>Has Access | Common Corridor and Grounds | Common Corridor and Grounds* | Common Corridor and Grounds | Common Corridor and Grounds* | Common Corridor and Grounds | Common Corridor and Grounds* |
|--|---|-----------------------------|------------------------------|-----------------------------|------------------------------|-----------------------------|------------------------------|
| MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B         | Approximate<br>Area<br>(Square Feet)*                 | 719                         | 764                          | 438                         | 640                          | 714                         | 762                          |
| THE S  | Number and<br>Designation<br>of Rooms                 | K/DR-LR-2BR-B               | K/DR-LR-2BR-B                | K/DR-LR/BR-B                | K/DR-LR-BR-B                 | K/DR-LR-2BR-B               | K/DR-LR-2BR-B                |
| 98 PEMBERTON STREET<br>FLOOR ONE                               | Percentage<br>Interest in<br>Condominium              | 2.812                       | 2.988                        | 1.713                       | 2.503                        | 2.792                       | 2.980                        |
| 98 PEMBER'<br>FLOOR ONE  | Unit  | 20                          | 21                           | 22                          | 23                           | 24                          | 25                           |

<sup>\*</sup> includes balcony or patio
\*\* and patio
\*\*\* and balconies

| 98 PEMBERTON<br>FLOOR TWO | RTON STREET<br>O                         | 148<br>148                            | MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B | KEY [LR - Living Room] [K - Kitchen] [BR - Bedroom] [B - Bathroom] |
|---------------------------|--|---------------------------------------|--|--|
| Unit                      | Percentage<br>Interest in<br>Condominium | Number and<br>Designation<br>of Rooms | Approximate<br>Area<br>(Square Feet)*                  | Immediate Common<br>Areas to Which Unit<br>Has Access              |
| 26                        | 3.031                                    | K/DR-LR-2BR-B                         | 775  | Common Corridor and Grounds***                                     |
| 27                        | 3.023                                    | K/DR-LR-2BR-B                         | 57.5   | Common Corridor and Grounds***                                     |
| 28                        | 2.533                                    | K/DR-LR-BR-B                          | 648  | Common Corridor and Grounds***                                     |
| 29                        | 2.533                                    | K/DR-LR-BR-B                          | 648  | Common Corridor and Grounds***                                     |
| 30                        | 3.027                                    | K/DR-LR-2BR-B                         | 174  | Common Corridor and Grounds***                                     |
| 33                        | 3.031                                    | K/DR-LR-2BR-B                         | 27.5   | Common Corridor and Grounds***                                     |
|                           |  |                                       |  |  |

\* includes balcony or patio
\*\* and patio
\*\*\* and balconies

pg 264

| 98 PEMBERTO<br>FLOOR THREE   | 98 PEMBERTON STREET FLOOR THREE          | THE PI                                | MASTER DEED OF PEMBERTON ESTATES CONDOMINIUM EXHIBIT B | KEY [ LR - Living Room ] [ K - Kitchen ] [ BR - Bedroom ] [ B - Bathroom ] |
|--|--|---------------------------------------|--|--|
| in the state of th | Percentage<br>Interest in<br>Condominium | Number and<br>Designation<br>of Rooms | Approximate<br>Area<br>(Square Feet)*                  | Immediate Common<br>Areas to Which Unit<br>Has Access                      |
| 32   | 3.019                                    | K/DR-LR-2BR-B                         | 277  | Common Corridor and Grounds***   |
| _  | 3.000                                    | K/DR-LR-2BR-B                         | 797  | Common Corridor and Grounds***   |
| 34   | 2.511                                    | K/DR-LR-BR-B                          | 642  | Common Corridor and Grounds***   |
| 35   | 2.511                                    | K/DR-LR-BR-B                          | 642  | Common Corridor and Grounds***   |
| 36   | 3.004                                    | K/DR-LR-2BR-B                         | 768  | Common Corridor and Grounds***   |
| 37   | 3.011                                    | K/DR-LR-2BR-B                         | 770  | Common Corridor and Grounds***   |
|  |  |                                       |  |  |

\* includes balcony or patio
\*\* and patio
\*\*\* and balconies