

Southern Middlesex - 20/20 Perfect Vision i2 Document Detail Report

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Doc#	Document Type	Town	Book/Page	File Date	Consideration
60823502	MASTER DEED		14754/381	10/12/1982	0.00
Property-Street Address and/or Description					
SEE RECORD PL 14754-381					
Grantors					
BROOKMEADOWS OF STONEHAM, J C P REALTY TRUST /S TRS, PECHET JEFFREY S &AL TRS, PECHET MELEO S &AL TRS					
Grantees					
References-Book/Pg Description Recorded Year					
16562/528 CERT 1985, 19227/359 DIS 1988, 42136/257 CERT 2004, 42206/325 CERT 2004, 49180/397 RSGN 2007, 14905/449 PR 1983, 14905/450 PR 1983, 14754/375 DEED 1982, 14754/379 DEED 1982, 14763/33 DEED 1982, 14796/566 DEED 1982, 14769/538 DEED 1982, 17444/14 AMEND 1986, 17864/481 ASM 1987, 16701/136 AMEND 1986, 15686/481 AMEND 1984, 78537/588 CERT 2021, 79755/300 COM 2022					
Registered Land Certificate(s)-Cert# Book/Pg					

1004
MASTER DEEDOFBROOKMEADOWS OF STONEHAM

Jeffrey S. Pechet and Meleo S. Pechet, Trustees of J.C.P. Realty Trust under Declaration of Trust dated May 20, 1981 recorded with Middlesex South District Registry of Deeds, Book 14300, Page 194 ("Sponsor") being the sole owners of a certain parcel of land in Stoneham, Middlesex County, Massachusetts, hereinafter described, together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto (the "Premises") do hereby, by duly executing and recording this Master Deed, submit the Premises to the provisions of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A") and do hereby create a condominium with respect to the Premises to be governed by and subject to the provisions of Chapter 183A. The name of the condominium shall be Brookmeadows of Stoneham (the "Condominium"). It is the intention of Sponsor to develop the Condominium in four (4) phases designated as Phase I through Phase IV ("Phases") on the Premises and on other land of Sponsor shown on the plan referred to in Paragraph 1 below by amending the Master Deed as set forth in Paragraph 11 hereof.

1. Description of Land

1004
14754
1981

The land with the buildings and improvements thereon situated on the southerly side of Franklin Street, Stoneham, Middlesex County, Massachusetts, shown as Phase I ("Phase I") on a plan entitled "Brookmeadows of Stoneham - Phase I" dated July 29, 1982, drawn by Ewald Engineering Co., Inc. to be recorded herewith (the "Site Plan"), more particularly described in Exhibit A attached hereto and made a part hereof.

The Premises are subject to and have the benefit of: (a) an easement for passage as set forth in deed dated July 19, 1956, recorded with said Deeds Book 8788, Page 404; (b) a grant of easement to the Town of Stoneham in a common drain or ditch as set forth in instrument dated May 20, 1930 recorded with said Deeds Book 5516, Page 267; (c) an Order of Conditions dated May 4, 1981 recorded with said Deeds Book 14300, Page 202 (see Certificate of Compliance for Phase I from Stoneham Conservation Commission dated September 16, 1982) (d) rights of others in and to the uninterrupted flow of the brook shown on the Site Plan; (e) easement to Boston Edison Company and New England Telephone and Telegraph Company dated September 11, 1981 recorded with said Deeds Book 14472 Page 288; and (f) those matters set forth in a deed from Sponsor to Jeffrey S. Pechet dated October 12, 1982 recorded prior to this Master Deed.

2. Trust

The organization through which the owners of the condominium units (the "Units") will manage and regulate the Condominium established hereby is the Brookmeadows of Stoneham Condominium Trust under Declaration of Trust of even date and record herewith (the "Condominium Trust"). The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities (the "Common Elements"), hereinafter defined, to which they are entitled hereunder. The names and addresses of the original and present trustees (the "Trustees") of the Condominium Trust are as follows:

Jeffrey S. Pechet	P.O. Box 145	Cochituate, Mass	01778
Meleo S. Pechet	P.O. Box 145	Cochituate, Mass	01778
Maurice M. Pechet	P.O. Box 145	Cochituate, Mass	01778

The Condominium Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

3. Description of the Building

Until the amendment or amendments to the Master Deed, as hereinafter provided, to create the subsequent Phase or Phases of the Condominium, the Units of the Condominium shall be only those included within the one building (the "Building") of Phase I as shown on the Site Plan. The Building is five stories in height and contains thirty Units. There are six Units, a vestibule, lobby, corridor, storage room, elevator machine room and an electrical and utilities room on the first floor. There are six Units on each of the second through the fifth floors. The Building contains one elevator and two staircases serving all floors. The foundation of the Building is concrete.

The Building is constructed principally of concrete masonry block walls with brick veneer, wood finish and concrete floor planks.

4. Description of Units

a. The designation of each Unit in Phase I, a statement of its location, approximate area, number of rooms and immediate common area to which it has access and its proportionate interest in the Common Elements are set forth in Exhibits B and C attached hereto and made a part hereof. The layout of each Unit in Phase I and location of the rooms therein are shown on the floor plans entitled "Brookmeadows of Stoneham - Floor Plans for Phase I" dated July 21, 1982 drawn by Ewald Engineering Co., Inc. to be recorded herewith (the "Floor Plans").

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

- (i) Floors: The plane of the upper surface of the concrete floor planks.
- (ii) Ceilings: The plane of the lower surface of the concrete planks.
- (iii) Interior Building Walls: The plane of the interior surface of the block walls facing the Unit.
- (iv) Exterior Building Walls, Doors, Windows: As to the walls, the plane of the interior surface of the block wall; as to the exterior doors of Units (including patio and balcony doors), their exterior surfaces; as to windows, the exterior surfaces of the glass and of the window frames.

c. Each Unit includes ownership of the utility lines including, but not limited to, pipes, wires, conduits, ducts, flues and shafts, which exclusively serve the Unit and are located within the Unit, provided however, no structural components of the Building or utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be part of the Unit.

d. The owner of each Unit shall have an easement appurtenant to the Unit to use, in common with the owner of all other Units served thereby, all utility lines located in any of the other Units or in the Common Elements and serving such owner's Unit. The Trustees shall have at reasonable times and upon reasonable notice, except in emergencies, the right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the utility lines contained therein or elsewhere in the Building, including but not limited to, maintenance, repair and replacement of mechanical and electrical services, cold water valves, storm and sanitary drains, and hot water heater pressure relief traps. In case of emergency, such right of access shall be immediate, whether the Unit Owner is present at the time or not.

5. Description of Common Elements

The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C.

Until the amendment or amendments to the Master Deed, as hereinafter provided to create the subsequent Phase or Phases

of the Condominium, the Common Elements of the Condominium shall consist of the entire Premises constituting Phase I as shown on the Site Plan including all parts of the buildings and improvements thereon other than the Units. Until such amendment or amendments, Sponsor's remaining land as shown on the Site Plan and any improvements thereon which may constitute subsequent Phases are specifically excluded from the Common Elements.

The Common Elements include, without limitation, the following, all of which are included within Phase I of the Condominium or may be included within such additional Phases of the Condominium as are created by amendment to the Master Deed:

a. The land together with benefit of and subject to the matters set forth or referred to in Paragraph 1 hereof, insofar as the same may be from time to time in force and applicable;

b. The foundations, structural columns, girders, beams, slabs, supports, roofs and those portions of exterior and interior walls, floors and ceilings not included as part of the Units;

c. The vestibule, lobby, electric and utilities room, fire pump, intercom system, fire alarm and smoke detector system, video monitor, master television antenna, mailboxes, corridors, elevator, elevator shaft and staircases;

d. All utility lines and installations for central services such as power, light, telephone, water, heating and waste disposal including all equipment attendant thereto and replacement thereof situated inside or outside a Unit (except those lines and installations which exclusively serve a Unit and are located within that Unit), together with an easement of access thereto for maintenance, repair and replacement;

e. All equipment and installations now or hereafter existing wherever located in, on or around the Building for common use or necessary or convenient for the existence, maintenance or safety of the Building;

f. The yards, lawns, planting areas, garden area, walkways and the improvements thereon, storage area located on the first floor, walls, fences, steps and railings and other improved or unimproved areas not within Units;

g. Patios and balconies; provided however, that each Unit Owner whose Unit has direct access from the interior of the Unit to a patio or balcony shall have an easement for the exclusive use of such patio or balcony;

h. The parking spaces located on the land; provided however, that certain Unit Owners shall have an easement for the exclusive use of one or more parking spaces to be designated by the Sponsor

in the first unit deed to such Unit, or, in the event Additional Phases are added pursuant to Section 11 hereof and a designation for a particular parking space was not made in the first unit deed to such Unit, then by separate instrument from the Sponsor to the Unit Owner assigning to the Unit Owner the exclusive use of such space;

i. The storage bins located in the Building; provided, however, that each Unit Owner, except for the Owners of Unit Nos. 102 and 105 in Phase I, shall have an easement for the exclusive use of one storage bin to be designated by the Sponsor in the first unit deed to such Unit; and

j. All other parts of the Premises, other than the Units, listed as common areas and facilities in Chapter 183A, including all apparatus and installations and replacements thereof located on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Premises.

The Common Elements are subject to the provisions of the Master Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto with respect to the use and management thereof.

The percentages of interest of the of the owners of respective Units in the Common Elements has been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

6. Parking Spaces

At the time of the delivery of the first deed to each Unit to a Unit Owner, Sponsor shall assign by such deed or by separate instrument, an easement for the exclusive use by said Unit Owner of one parking space, such parking space to be located in the Condominium, to the extent available, or on the other land of Sponsor adjacent to the Condominium. Sponsor may by such deed or separate instrument assign the exclusive right to use one or more additional spaces, if any, in the Condominium to a Unit Owner or to the Trustees for the benefit of all Unit Owners on such terms and conditions as Sponsor deems appropriate, provided however, as to all parking spaces within the Condominium, Sponsor shall be entitled until such exclusive right and easement is assigned to a Unit Owner or to the Trustees, to rent any or all of said parking spaces to any person, including, without limitation, a person who is neither an occupant nor an owner of a Unit, on such terms and conditions as Sponsor deems appropriate. All sums paid therefor, with respect to both rentals and sales, shall belong to Sponsor.

If Sponsor assigns to the Trustees the exclusive right and easement to use any of such parking spaces, the Trustees may assign such spaces to a particular Unit Owner(s) for such periods, or in perpetuity, and for such monthly or other charges

as the Trustees in their reasonable discretion determine, all such charges to constitute common funds upon receipt by the Trustees, and insofar as such spaces are not so assigned, the same shall be available for occasional use by all Unit Owners or occupants and their guests, subject to any rules and regulations adopted by the Trustees.

7. Plans

The Floor Plans and the Site Plan recorded herewith together show the layout, location, Unit number and dimensions of Units, and the designation of the Building and bear the verified statement of a registered architect or engineer certifying that said plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. Site plans and floor plans with respect to buildings and Units in buildings in subsequent Phases of the Condominium will be recorded with the amendments to this Master Deed creating such Phase.

8. Purposes and Use of the Units

a. The Building and each of the Units are intended solely for residential purposes. No use may be made of any Unit except as a residence for the owner thereof or his permitted lessees and members of their immediate families, provided however, until all Units (including Units in subsequent Phases) have been sold by Sponsor, Sponsor may use any Unit owned by Sponsor as a model for display, as offices and/or as storage areas or for any other uses which Sponsor deems necessary or desirable in connection with the construction, sale or leasing of Units.

b. All Units are subject to and shall be used and maintained in a manner consistent with the Master Deed, the Unit Deed, the Condominium Trust, the By-Laws, the rules and regulations promulgated pursuant thereto and Chapter 183A.

c. The architectural and structural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign (except Sponsor's signs), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, or other exterior hardware, including exterior door or door frames shall be made, and no painting, or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

d. No structural improvement, alteration or addition, including but not limited to the changing of interior partitions

shall be made to any Unit without the prior written approval of the Trustees, and the holders of all mortgages on the Units involved and subject to such reasonable conditions as the Trustees may impose with respect to such changes. An owner of two 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. Notwithstanding the foregoing, the restrictions set forth above in this subparagraph shall not apply to Sponsor.

The foregoing restrictions are imposed for the benefit of the Trustees and the owners from time to time of the Units and shall, insofar as permitted by law, be perpetual and to that end may be extended by the Trustees or the Unit Owners at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing, executed by a majority of the Trustees, and such instrument, whether or not recorded, shall be binding on all present and succeeding owners from time to time of the Units and on the Trustees then in office. The failure of any Unit Owner to comply with said restrictions shall 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 may occur during his or her ownership thereof.

9. Unit Subject to Master Deed, Unit Deed, Condominium Trust

The acceptance of a deed, mortgage or other instrument evidencing an interest in a Unit or the entering into possession of any Unit shall constitute an agreement that the provisions of the Master Deed, the Unit Deed, the Condominium Trust, the By-Laws, the rules and regulations promulgated pursuant thereto and Chapter 183A are accepted and ratified and that 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 the Unit, as though such provisions were recited and stipulated at length in each and every deed or other conveyance and shall be binding upon any owner, mortgagee or lien holder, tenant, visitor, employee, or occupant of such Unit.

10. Encroachments

If any Unit now or hereafter encroaches upon any other Unit or upon a portion of the Common Elements or if any portion of the Common Elements now or hereafter encroaches upon any Unit as a result of (a) settling of the Building, (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty

or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building and/or the Unit exists.

11. Amendments

a. Except as provided below in this paragraph with respect to the rental of Units and the addition of Phases, this Master Deed may be amended only by the vote of Unit Owners holding seventy-five (75%) percent or more of the undivided interest in the Common Elements cast in person or by proxy at a meeting duly held in accordance with the By-Laws, and evidenced by a certificate of such vote signed by a majority of the Trustees or by an instrument in writing signed by the owners of Units entitled to seventy-five (75%) percent or more of said undivided interest; provided however, until such time as all Units in the Condominium have been sold by Sponsor, no amendment of this Master Deed may be made which would preclude the rental of Units unless the same has been assented to in writing by Sponsor. An amendment to the Master Deed shall take effect upon its recording at the Middlesex South District Registry of Deeds, provided however:

- (i) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the owner of record of the Unit so altered, and by any mortgagee of record of such Unit;
- (ii) except as provided below in the event of the amendment of the Master Deed to add Phases, no instrument of amendment which alters the percentage of the undivided interest to which any Unit Owner is entitled in the Common Elements shall be of any force or effect unless signed by all Unit Owners, and the same has been assented to in writing by all holders of all first mortgages of record;
- (iii) 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;
- (iv) no instrument of amendment affecting any Unit upon which there is a first or second mortgage of record shall be of any force or effect unless the same has been assented to in writing by the holder of such mortgages; and
- (v) except as provided below in the event of the amendment of the Master Deed to add Phases, no instrument of amendment which alters or violates any of the rights

reserved to Sponsor herein or in the Trust, including but not limited to the right to amend this Master Deed by adding Additional Phases as set forth below in this section, shall be of any force or effect unless the same has been assented to in writing by Sponsor or Sponsor's successors or assigns.

b. Without the consent of any Unit Owner or the holder of any mortgage on a Unit, Sponsor or Sponsor's successors in title to Sponsor's remaining land shown on the Site Plan and more particularly described in Exhibit D may, at any time within seven (7) years from the date hereof, amend or restate this Master Deed so as to create any one or more of Phases II, III and IV (the "Additional Phases") upon the substantial completion of construction of the buildings and the improvements thereon. Such Additional Phases shall contain, in the aggregate no more than three (3) buildings of not more than five (5) stories each and shall contain in the aggregate no more than ninety (90) Units of at least of the same quality of construction as in Phase I. Any such amendment shall contain with respect to the Additional Phases all the particulars required by Chapter 183A and from and after the recording of such amendment or amendments, the Condominium shall include the Units and Common Elements included in the Additional Phases as applicable, ownership of which Units and Common Elements appurtenant thereto shall be held by Sponsor in fee simple. Sponsor and Sponsor's successors in title to Sponsor's remaining land shown on the Site Plan shall have the right, prior to the execution and recording of the amendment creating each Phase, to change the number, size, layout, location and percentage interest in the Common Elements with respect to Units in a Phase or Phases which have not been created by amendment to this Master Deed, but no such amendment or change shall affect the percentage interest of any Phase created of record by this Master Deed or any amendment thereto other than as set forth in Exhibit C upon the addition of subsequent Phases. The designation of each building and Unit in the Additional Phases, a statement of its location, approximate area, number of rooms and immediate common area to which it has access and its proportionate interest in the Common Elements shall be set forth, respectively, in the amendments creating such Additional Phases. All taxes and other assessments relating to the Additional Phases, covering any period prior to the addition of any of the same to the Condominium, shall be paid or otherwise satisfactorily provided for by Sponsor.

12. Additional Sponsor Reservations

a. Sponsor reserves for Sponsor and Sponsor's successors in title to Sponsor's remaining land the right, in Sponsor's sole discretion, to abandon Sponsor's intention to create the Additional Phases and record a statement to such effect with the Middlesex South District Registry of Deeds. Upon the record-

ing of such instrument, the rights hereby reserved to create the Additional Phases shall thereby terminate.

b. Sponsor further reserves for Sponsor and Sponsor's successors in title to Sponsor's remaining land, for as long as Sponsor or Sponsor's successors have an ownership interest in the remaining land, the right to grant easements for utilities, and any other purposes for which easements may be granted, the right and easement to locate and relocate roadways and driveways on the Premises, the right to pass and repass over the Premises, the right to complete any Common Elements now or hereafter on, and the landscaping of, the Premises and the right take such action as Sponsor deems necessary or convenient for the construction and marketing of the Additional Phases. Each Unit Owner by acceptance of the deed to his Unit, his successors, heirs and assigns and any mortgagee or lien holder thereof shall by the acceptance of a deed or conveyance of a Unit, thereby irrevocably appoint Sponsor and Sponsor's successors in title to Sponsor's remaining land as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant such easements and does further for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect such purpose. The aforesaid power of attorney shall be deemed to be coupled with an interest, for valid consideration and under seal.

13. Invalidity

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

14. Waiver

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


15. Conflicts

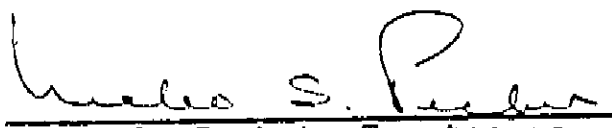
This Master Deed is set forth to comply with the requirements of Chapter 183A. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

16. Captions and Construction

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 the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context.

Witness the execution hereof under seal this 12th day of October, 1982.


 Jeffrey S. Pechet, Trustee as
 aforesaid but not individually

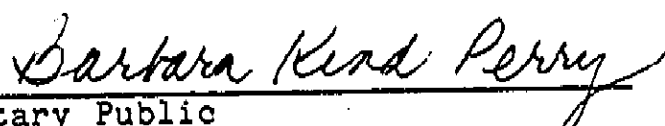

 Meleo S. Pechet, Trustee as
 aforesaid but not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 12, 1982

Then personally appeared the above-named Jeffrey S. Pechet and acknowledged the foregoing instrument to be his free act and deed, before me,


 Notary Public

My Commission Expires:

BARBARA KIND PERRY, Notary Public
 MY Commission Expires July 21, 1989

EXHIBIT A

Description - Phase I

A certain parcel of land in Stoneham, Middlesex County, Massachusetts, with the buildings thereon now known as and numbered 135 Franklin Street the same being shown as "Phase I" on a plan entitled "Brookmeadows of Stoneham - Phase I" dated July 29, 1982 drawn by Ewald Engineering Co., Inc. to be recorded herewith, being bounded and described as follows:

- NORTHEASTERLY by Franklin Street as shown on said plan, by two lines measuring 199.86 feet and 35.62 feet respectively;
- SOUTHEASTERLY by a brook as shown on said plan, 141.41 feet;
- EASTERLY by said brook 25 feet;
- SOUTHWESTERLY by remaining land of Sponsor, by two lines measuring 152.51 feet and 19.22 feet respectively; and
- NORTHWESTERLY by said remaining land of Sponsor, 178.00 feet.

Being a portion of the premises conveyed to Sponsor by deed dated May 27, 1981 recorded with Middlesex South District Registry of Deeds, Book 14300, Page 199.

EXHIBIT B

Description of Units in Phase I

<u>Unit No.</u>	<u>Unit Type*</u>	<u>Floor Location</u>	<u>Immediate Common Element to Which Unit Has Access</u>
135 Franklin Street			
101	A2	1st	Corridor, lobby, patio
102	A1	1st	Corridor, lobby, patio
103	D	1st	Corridor, lobby, patio
104	C	1st	Corridor, lobby, patio
105	A1	1st	Corridor, lobby, patio
106	A2	1st	Corridor, lobby, patio
201	A	2nd	Corridor, main elevator, balcony
202	A	2nd	Corridor, main elevator, balcony
203	B1	2nd	Corridor, main elevator, balcony
204	B	2nd	Corridor, main elevator, balcony
205	A	2nd	Corridor, main elevator, balcony
206	A	2nd	Corridor, main elevator, balcony
301	A	3rd	Corridor, main elevator, balcony
302	A	3rd	Corridor, main elevator, balcony
303	B1	3rd	Corridor, main elevator, balcony
304	B	3rd	Corridor, main elevator, balcony
305	A	3rd	Corridor, main elevator, balcony
306	A	3rd	Corridor, main elevator, balcony
401	A	4th	Corridor, main elevator, balcony
402	A	4th	Corridor, main elevator, balcony
403	B1	4th	Corridor, main elevator, balcony
404	B	4th	Corridor, main elevator, balcony
405	A	4th	Corridor, main elevator, balcony
406	A	4th	Corridor, main elevator, balcony
501	A	5th	Corridor, main elevator, balcony
502	A	5th	Corridor, main elevator, balcony
503	B1	5th	Corridor, main elevator, balcony
504	B	5th	Corridor, main elevator, balcony
505	A	5th	Corridor, main elevator, balcony
506	A	5th	Corridor, main elevator, balcony

*Unit Type

- A :two bedrooms, living /dining area, kitchen, two bathrooms, hall, closets, laundry area; 945 square feet.
- A1 :two bedrooms, living/dining area, kitchen, two bathrooms, hall, closets, laundry area; 920 square feet.
- A2 :two bedrooms, living/dining area, kitchen, two bathrooms, hall, closets, laundry area; 900 square feet

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- B :two bedrooms, living/dining area, kitchen, two bath rooms, closets, laundry area; 985 square feet
- B1 :two bedrooms, living/dining area, kitchen, two bathrooms, closets, laundry area; 935 square feet
- C :one bedroom, living/dining area, kitchen, one bathroom, closets, laundry area; 650 square feet
- D :one bedroom, living/dining area, kitchen, one bathroom, closets, laundry area; 500 square feet

EXHIBIT C

It is the present intention of the Sponsor to add ninety additional Units in three Additional Phases, each Phase to include one building with thirty Units each. Sponsor or Sponsor's successors in title to Sponsor's remaining land reserve the right to alter the number of Units, Phases, and buildings, provided that no more than ninety additional Units and three additional buildings are added in no more than three Additional Phases.

As subsequent Phases are added to the Condominium, all units percentage interests shall be determined (or redetermined as to Units already in the Condominium) as follows:

Percentage Interest in Common Elements

<u>Unit No.</u>	<u>Phase I Only</u>	<u>Phase I & II</u>	<u>Phase I, II & III</u>	<u>Phase I, II, Phase III & IV</u>
135 Franklin Street (Phase I)				
101	3.2690	1.5946	1.0370	.7585
102	3.2965	1.6080	1.0457	.7648
103	2.6747	1.3047	.8484	.6206
104	2.9033	1.4162	.9210	.6736
105	3.2873	1.6036	1.0428	.7627
106	3.2965	1.6080	1.0457	.7648
201	3.3056	1.6125	1.0486	.7669
202	3.3239	1.6214	1.0544	.7712
203	3.3239	1.6214	1.0544	.7712
204	3.3696	1.6437	1.0689	.7818
205	3.3239	1.6214	1.0544	.7712
206	3.3422	1.6303	1.0602	.7754
301	3.3422	1.6303	1.0602	.7754
302	3.3605	1.6392	1.0660	.7797
303	3.3605	1.6392	1.0660	.7797
304	3.4062	1.6616	1.0805	.7903
305	3.3605	1.5392	1.0660	.7797
306	3.3787	1.6482	1.0718	.7839

BK 14754 PG396

<u>Unit No.</u>	<u>Percentage Phase I Only</u>	<u>Interest in Phase I & II</u>	<u>Common Elements Phase I, II & III</u>	<u>Phase I, II, Phase III & IV</u>
401	3.3787	1.6482	1.0718	.7839
402	3.3970	1.6571	1.0776	.7882
403	3.3970	1.6571	1.0776	.7882
404	3.4428	1.6794	1.0921	.7988
405	3.3970	1.6571	1.0776	.7882
406	3.4153	1.6660	1.0834	.7924
501	3.4153	1.6660	1.0834	.7924
502	3.4336	1.6749	1.0892	.7966
503	3.4336	1.6749	1.0892	.7966
504	3.4793	1.6972	1.1037	.8073
505	3.4336	1.6749	1.0892	.7966
506	<u>3.4518</u>	1.6839	1.0950	.8009
	100.0000			

137 Franklin Street (Phase II)

101	1.6744	1.0888	.7964
102	1.6884	1.0980	.8031
103	1.3699	.8909	.6516
104	1.4870	.9670	.7073
105	1.6837	1.0949	.8008
106	1.6884	1.0980	.8031
201	1.6931	1.1010	.8053
202	1.7025	1.1071	.8097
203	1.7025	1.1071	.8097
204	1.7259	1.1223	.8209
205	1.7025	1.1071	.8097
206	1.7118	1.1132	.8142
301	1.7118	1.1132	.8142
302	1.7212	1.1193	.8187
303	1.7212	1.1193	.8187
304	1.7446	1.1345	.8298
305	1.7212	1.1193	.8187
306	1.7306	1.1254	.8231
401	1.7306	1.1254	.8231
402	1.7399	1.1315	.8276
403	1.7399	1.1315	.8276
404	1.7634	1.1467	.8387
405	1.7399	1.1315	.8276
406	1.7493	1.1376	.8320
501	1.7494	1.1376	.8320
502	1.7588	1.1436	.8365
503	1.7588	1.1436	.8365
504	1.7822	1.1589	.8476
505	1.7588	1.1436	.8365
506	<u>1.7681</u>	1.1497	.8409
	100.0000		

<u>Unit No.</u>	<u>Percentage Phase I Only</u>	<u>Interest in Phase I & II</u>	<u>Common Elements Phase I, II & III</u>	<u>Phase I, II, Phase III & IV</u>
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133 Franklin Street (Phase III)

101			1.1433	.8362
102			1.1529	.8432
103			.9354	.6842
104			1.0153	.7426
105			1.1497	.8409
106			1.1529	.8432
201			1.1561	.8456
202			1.1625	.8502
203			1.1625	.8502
204			1.1784	.8619
205			1.1625	.8502
206			1.1688	.8549
301			1.1688	.8549
302			1.1751	.8596
303			1.1751	.8596
304			1.1911	.8713
305			1.1751	.8596
306			1.1815	.8643
401			1.1815	.8643
402			1.1879	.8689
403			1.1879	.8689
404			1.2039	.8806
405			1.1879	.8689
406			1.1943	.8736
501			1.1943	.8736
502			1.2007	.8783
503			1.2007	.8783
504			1.2167	.8900
505			1.2007	.8783
506			1.2071	.8830
			<u>100.0000</u>	

131 Franklin Street (Phase IV)

101				.8780
102				.8854
103				.7184
104				.7798
105				.8829
106				.8854

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<u>Unit No.</u>	<u>Percentage Phase I Only</u>	<u>Interest in Phase I & II</u>	<u>Common Elements Phase I,II & III</u>	<u>Phase I, II, Phase III & IV</u>
201				.8878
202				.8927
203				.8927
204				.9050
205				.8927
206				.8977
301				.8977
302				.9026
303				.9026
304				.9149
305				.9026
306				.9075
401				.9075
402				.9124
403				.9123
404				.9246
405				.9123
406				.9172
501				.9172
502				.9221
503				.9221
504				.9344
505				.9221
506				<u>.9270</u>
				100.0000

EXHIBIT D

Description of Remaining Land of Sponsor
(Proposed Phases II, III and IV)

A certain parcel of land in Stoneham, Middlesex County, Massachusetts, now known as and numbered 131, 133 and 137 Franklin Street, the same being shown as "Proposed Phases II, III, and IV" on a plan entitled "Brookmeadows of Stoneham - Phase I" dated July 29, 1982 drawn by Ewald Engineering Co., Inc. to be recorded herewith, being bounded and described as follows:

- NORTHEASTERLY by Franklin Street as shown on said plan, 168.12 feet;
- SOUTHEASTERLY by Phase I as shown on said plan, 178.00 feet;
- NORTHEASTERLY by said Phase I by two lines measuring 19.22 feet and 152.51 feet respectively;
- NORTHEASTERLY by proposed Phase II as shown on said plan, 228.63 feet;
- SOUTHWESTERLY by said Phase II and proposed Phase III as shown on said plan, by four lines measuring 121.40 feet, 69.17 feet, 22.51 feet and 161.50 feet respectively; and
- NORTHWESTERLY by said Phase III and proposed Phase IV as shown on said plan, by two lines measuring 191.05 feet and 229.00 feet respectively.

Being a portion of the premises conveyed to Sponsor by deed dated May 27, 1981 recorded with Middlesex South District Registry of Deeds, Book 14300, Page 199.