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MASTER DEED

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OF

HARVARD RIDGE CONDOMINIUM

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MASTER DEED

OF

HARVARD RIDGE CONDOMINIUM

The undersigned Charles C. Bragg, Trustee of Harvard Ridge Realty Trust under a Declaration of Trust dated March 12, 1982 to be recorded herewith with Middlesex South District Registry of Deeds (hereinafter the "Declarant"), being the sole owner of the land in Boxborough, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

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

Harvard Ridge Condominium

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- 2. <u>Description of the Land</u>. The land (hereinafter the "Land") upon which the buildings and improvements are situated is located on Swanson Road, in Boxborough, Middlesex County, Massachusetts, and is shown as Lots 1, 3, 4, 5 and 10A on a plan (comprised of five sheets) to be recorded herewith. Said lots and plan are more fully described in Exhibit A attached hereto and hereby made a part hereof.
 - 3. <u>Description of the Buildings</u>. The six buildings (hereinafter the "Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof.
 - 4. Designation of the Units and Their Boundaries.
 - (a) The Condominium has 176 units in the buildings situated on Swanson Read in Boxborough, Massachusetts (hereinafter referred to as the "Units"). The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descrip-

tive specifications of each Unit are set forth in Exhibit C attached hereto, and are shown on the site and unit floor plans of the Harvard Ridge Condominium recorded herewith.

The said floor plans show the layout, locations, unit numbers and dimensions of the Units as built, indicate that the Buildings are named "Leverett House", "Winthrop House", "Elliot House", "Dunster House", "Dudley House", and "Lowell House" and bear the verified statement of a Registered Professional Engineer, all as required by the provisions of Section 8 of Chapter 183A.

- (b) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
 - (i) <u>Floors</u>: Basement level; the plane of the upper surface of the concrete floors. Upper levels; the plane of the upper surface of the wooden subflooring.
 - (ii) <u>Ceilings</u>: The plane of the lower surface of the ceiling joists;

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(iii) <u>Walls, Doors and Windows</u>: As to walls, the plane of the interior surface of the wall studs facing the Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and sash.

All glass window panes shall be part of the Unit to which they are attached and shall be replaced, if damaged or destroyed, by the Unit Owner thereof.

All storm and screen windows and doors, whether interior or exterior, shall be the property of the Owner of the Unit to which they are attached or attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner.

(c) Each Unit excludes the foundation, structural sclumns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs and floors concrete floor slabs, building entrances and entry foyers and hallways, interior staircases, hallways, storage rooms, exterior window and door frames, lawns, driveways, parking areas, walks and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within a Unit, but which serve the other Units.

- (d) Each Unit is heated by individual electric baseboard heaters, separately metered for each Unit. Hot water for each Unit is provided by an electric hot water heater separately metered for each Unit. The individual heaters are located as follows: for the Units in Leverett House, in the attic; for the Units in Winthrop House, in the basement; for the Units in Elliot House, in the center hallway on the floor on which the Unit is located; for the Units in Dudley House, in the attic; and for the Units in Dunster House, in the attic.
- (e) Each Unit includes the ownership of all utility installations contained therein which exclusively serve the Unit. Each one bedroom Unit also includes the ownership of one through-the-wall air conditioning located in the living room and each two bedroom Unit also includes the ownership of two through-the -wall air conditioners located in the living room and in the master bedroom. Such air conditioners are located in exterior walls surrounding the Unit, and serve the Unit alone. Each Unit also includes the ownership of the electric baseboard and other heating apparatus which serves the Unit alone. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium.

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(f) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other common facilities which serve it, but which are located in another Unit or Units.

- (g) Each Unit shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Limited Common Areas and Facilities" in paragraph 7 hereof.
- (h) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the other Units in the Condominium, except for the Limited Common Areas and Facilities described in paragraph 7 hereof which are reserved for the exclusive use of the Unit to which such Limited Common Areas and Facilities appertain.
- (i) Each Unit shall have as appurtenant thereto a right of ingress and egress to such Unit, which right shall be perpetual.
- 5. Common Areas and Facilities.

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Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Buildings and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable;
- (b) The foundation, structural columns, girders, beams, supports, perimeter walls, the studs between Units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, and other floors building entrances and entry foyers and hallways, interior staircases, hallways, laundry and storage rooms, exterior window and door frames, lawns, driveways, parking areas, walks, outdoor swimming pool, club house and two tennis courts.

(c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, water, sewerage, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit.

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- (d) In general any and all apparatus, equipment, alarms and installations existing for common use.
- (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 7 hereof, each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

6. <u>Percentage Ownership Interest in Common Areas and Facilities.</u>

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto.

7. Limited Common Areas and Facilities.

The following portions of the Common Areas and Facilities, are hereby designated Limited Common Areas and Facilities for the exclusive use of one or more Units as hereinafter described:

(a) Each Unit shall have the exclusive right to use one (1) parking space situated in the parking lot adjoining the Eucliding in which such Unit is located, which space may be assigned by the original Condominium Trustee in his discretion when the Unit is acquired by the first purchaser thereof. Said designation of a parking space for the exclusive use of a Unit, if made, may be then subsequently changed by agreement of the Owner of the Unit involved and the Condominium Trustees.

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(b) Each Unit shall have the right to use one (1) storage space situated in the attic in the Building in which such Unit is located which shall be designated by the original Condominium Trustee.

The said Limited Common Areas and Facilities shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraph 9 hereof.

8. Purpose and Restrictions on Use.

The Condominium shall be used for the following purposes and shall be subject to the following restrictions:

- (a) Each Unit shall be used only for residential purposes, with each one bedroom Unit to be occupied by not more than two persons (whether adult or children) and each two bedroom Unit to be occupied by not more than two adult persons or by a family consisting of not more than two adult persons and two children. Provided, however, the Trustees may in their discretion waive in writing for temporary periods (but not indefinitely) the said limits on numbers of persons occupying a Unit. Also, the Trustees may (but shall not be obligated to) in their discretion grant written permission for a lawyer, physican, architect, engineer, accountant, real estate broker, business consultant or insurance agent residing in any Unit to maintain therein an office for his personal professional use, provided that no employees or persons other than such resident of the Unit shall engage in any such activities in the Unit and no such office shall be advertised, held out or used as a place for service to clients or patients.
- (b) The architectural integrity of the Buildings shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, 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 Buildings or attached to or exhibited through a window of the Buildings, and no painting or other decorating shall be

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done on any exterior part or surface of the Buildings, unless the same shall have been approved by the Condominium Trustees.

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- The Owners of any Unit may at any time and (c) from time to time modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the modification, removal and installation of interior non-bearing walls or other improvements shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Condominium Trustees in accordance with the provisions of Section 5.9 of the Condominium Trust and By-Laws, which approval shall not be unreasonably withheld.
- (d) All use and maintenance of Units and the Common Areas and Facilities (including the Limited Common Areas and Facilities) shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No unit Owner may use or maintain his Unit or the Limited Common Areas and Facilities appurtenant thereto in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units and their appurtenant Limited Common Areas and Facilities.
- (e) No Unit or any part of the Common Areas and Facilities (including the Limited Common Areas and Facilities) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws.
- (f) All leases or rental agreements for Units shall be in writing and specifically made subject to the Master Deed, Condominium Trust, By-Laws and Rules and Regulations promulgated pursuant thereto. No unit may be leased or rented for a period of less than 30 days.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph 8, except such as occur during his or her ownership of a Unit. There is no right of first refusal or other restriction upon the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit.

9. Reserved Rights.

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- (a) Notwithstanding any provision of this Master Deed or the Condominium Trust to the contrary, in the event that there are unsold Units, the Declarant and his successors and assigns shall have the same rights, as the Owner of such unsold Units, as any other Unit Owner. In addition to the foregoing, the Declarant reserves to himself and his successors and assigns the right for so long as he owns such an unsold Unit to;
 - (i) lease and license the use of any unsold Unit;
 - (ii) to use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units;
- In addition to the rights reserved in subpara-(b) graph 9(a), the Declarant and his successors and assigns reserves to himself and his successors and assigns any and all rights and easements which may be necessary in order to perform any work and transact any other business on the Condominium property (including but not limited to Common Areas and Facilities and Limited Common Areas and Facilities) to complete the development thereof and to facilitate the marketing of any unsold Unit. Without limiting the generality of the foregoing, the right and easement is specifically reserved to convert the present enclosed swimming pool to an outdoor pool which will include the removal of the glass enclosure and modifying the adjoining deck and clubhouse. Any materials removed in

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connection with such conversion shall become the sole property of the Declarant and his successors and assigns.

- (c) The Condominium Trustees, acting together, shall have the right of access to each Unit and the Limited Common Areas and Facilities appurtenant thereto:
 - (i) to inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Buildings;
 - (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.

10. The Unit Owners' Organization.

The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Harvard Ridge Condominium Trust (hereinabove and hereinafter referred to as the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee as of the date hereof of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustee(s)") is as follows:

Charles C. Bragg, 338 Boxboro Rd., P.O. Box 337, Stow, Massachusetts 01775

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

11. Easement for Encroachment.

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If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Buildings 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 involved stands.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust.

All present and future owners, tenants, visitors, invitees, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. Each Unit Owner, including the Declarant, shall be required to pay a proportionate share of common expenses upon being assessed therefor by the Condominium Trust as is provided therein; such assessment to commence as of the conveyance of the first Unit. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, invitee, 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. Amendments.

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- (a) This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units at the time entitled to at least seventy-five percent (75%) or more of the undivided interest in the Common Areas and Facilities, (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Middlesex South District Registry of Deeds, provided, that:
 - (i) The date on which any such instrument of amendment is first signed by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
 - (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.

(iii) 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 signed by the Owners of all the Units.

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- (iv) 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.
 - (v) Where required under the provisions of paragraph 14 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Units.
- (b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disgualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

14. Provisions For the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and Bylaws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

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

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

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- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least 67 percent of the First Mortgages (based on one vote for each first mortgage owned), and Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:
 - (i) by any 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: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

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- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruc tion thereof, except as otherwise provided in Section 5.6.5 of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:
 - (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which

there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable:

- (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust.
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this paragraph 14.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
 - (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected

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without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

- (iv) When professional management has been previously required by any Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which ast least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
- (i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.
- (j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

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

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- (1) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:
 - (i) The consent of Owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have st least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and
 - (ii) The consent of the Owners of Units to which at least 67 percent of the votes in the Pleasant Court Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

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Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project.

Boundaries of any unit;

The interests in the Common Areas and Facilities;

Convertibility of Units into Common Areas or of Common Areas into units;

Leasing of Unit estates;

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Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Middlesex South District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

15. <u>Severability</u>.

The invalidity or unenforceability of any provision 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 provision had never been included herein.

16. <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.

17. <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 Haster Deed nor the intent of any provision hereof.

18. <u>Chapter 183A of the General Laws of the Commonwealth of</u> Massachusetts to Control.

The Master Deed is set forth to comply with the requirements of Chapter 183A, and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter shall control.

WITNESS the execution hereof under seal this 12th day of March, 1982.

Charles C. Bragg J Trustee of Harvard Ridge Realty Trust and Not Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

March 12, 1982

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Then personally appeared the above-named Charles C. Bragg Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

<u>د</u> ۲ Leonard S. Lakin, Notary Public

My Commission expires: October 10, 1986

Exhibit A to Master Deed of Harvard Ridge Condominium

Five certain parcels of land together with all buildings and improvements thereon, situated on Swanson Road and Whitcomb Road in Boxborough, Middlesex County, Massachusetts, being shown as Lots 10A, 5, 1, 3 and 4 on a plan entitled "As-Built Plan of Land in Boxborouch, Mass." sheets 1 through 5, inclusive, dated January 13, 1931, prepared by Highland Land Surveyors, Inc., to be recorded nerewith, said parcels being bounded and described as follows:

Lot_10A

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- Northwesterly by said Swanson Road, by two lines measuring 79.57 feet and 480.42 feet, respectively; by land marked "Tonda Properties, Inc.," Northeasterly on said plan, 116.06 feet; Southeasterly by land marked "Lot #13" on said plan, 260.00 feet; Northeasterly by said Lot #13, 169.32 feet; Southeasterly by land marked "Tonda Properties, Inc." on said plan, 230.00 feet; and Southwesterly by land marked "Sven E. & Cecília M. Siemen" on said plan, by two lines measuring 115.00 and 157.97 feet, respectively. Containing 2.41 acres, according to said plan. Lot 5
 - Northwesterly by said Swanson Road, by three lines, totalling 759.534 feet; Southwesterly by land marked "Lot #4 S.H. Realty Company", on said plan, 18.17 feet; Westerly by land marked "Edward H. & Barbara A. Bentsen" on said plan, 130.89 feet; and Northerly, Northwesterly, Northerly and Northeasterly by Whitcomb Road as shown on said plan, by
 - several lines, totalling 780.57 feet.

Containing 1.662 acres, according to said plan.

<u>Lot l</u>

Southeasterly by said Swanson Road, by two lines measuring 520.553 feet and 86.51 feet, respectively;

- Southwesterly by land marked "Commonwealth of Massachusetts" and "Sven E. & Cecelia M. Siemen" on said plan, 445.03 feet;
- Northwesterly by the Har and Bouldrough Tiwn line and Wordester/Middlesex County line and by land marked 'Andrew F. & Electric J. Ecotor's "Freedown H.C. & Anita P. Hotchkiss" and "Standish & Gatchell G. Jr. Rowe" on said plan, 886.74 feet;
- Northeasterly by land marked "Lot #2" on said plan, 268.65 feet; and
- Northerly by land marked "Boylston Realty Co." on said plan, 130.00 feet.

Containing 6.859 acres, according to said plan.

Lot 3

Southeasterly by said Swanson Road, 354.05 feet;

- Southwesterly by land marked "Lot #2 Boylston Realty Company" on said plan, 501.94 feet;
- Northwesterly by land marked "S.H. Realty Company Lot #4" on said plan, 316.47 feet; and

Northeasterly by said Lot #4 last mentioned, 365.00 feet.

Containing 3.055 acres according to said plans.

Lot 4

Southeasterly	by said Swanson Road, by two lines measuring 204.306 feet and 164.18 feet, respectively;
Southwesterly	by land marked "S.H. Realty Company Lot #3" on said plan, 365.00 feet;
Southeasterly	by said S.H. Realty land last mentioned, 316.47 feet;
Southwesterly	by land marked "Boylston Realty Company Lot #2" on said plan, 15.00 feet;
Northwesterly	by the Harvard/Boxborough Town line and land marked "Standish & Gatchell G. Jr. Rowe" on said plan, 350.00 feet;

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- Northerly by Whitcomb Road as shown on said plan, by several lines, measuring 161.53 feet, 246.39 feet, 62.12 feet, 71.55 feet, and 67.83 feet, respectively;
- Easterly by lard marked "Edward H. & Barbara F. Bentsen" on said plan, 130.00 feet;
- Northerly by said Bentsen land last mentioned, 154.40 feet; and
- Northeasterly by land marked "Lot ±5 B.R. Realty Company" on said plan, 18.17 feet.

Containing 4.456 acres, according to said plan.

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Said premises are subject to and have the benefit of the following:

1. Grant of Perpetual Easement from Charles C. Bragg, Trustee of CCB Realty Trust dated March 12, 1982, to be recorded herewith, pertaining to the parking facilities for said Lot 1.

2. Notice of Lease to Automatic Laundry Services Co., recorded with said Deeds at Book 13666, Page 149 (affecting said Lot 10A).

3. Notice of Lease to Automatic Laundry Serivce Co., recorded with said Deeds at Book 13666, Page 148 (affecting said Lot 5).

4. Notice of Lease to Automatic Laundry Service Co., recorded with said Deeds at Book 13666, Page 150 (affecting said Lots 1, 3 and 4).

5. Grant of Easement to Edward H. Bentsen, et ux dated January 9, 1979, recorded with said Deeds at Book 11797, Page 204 (affecting said Lot 5).

6. Easement to Town of Littleton, et al dated October 13, 1972, recorded with said Deeds at Book 12334, Page 521 (affecting said Lot 4).

7. Taking of Swanson Road by Town of Boxborough dated September 19, 196, recorded with said Deeds at Book 9902, Page 409 (affecting all Lots).

For Declarant's title see deeds of Charles C. Bragg, Trustee of Boxboro Apartments Realty Trust, Charles C. Bragg, Trustee of Bass Rocks Realty Company and Charles C. Bragg, Trustee of South Hills Realty Trust, all to be recorded herewith.

EXHIBIT B ATTACHED TO AND MADE PART OF THE MASTER DEED OF HARVARD RIDGE CONDOMINIUM

Description of Buildings

lererett House

Leverett House, which contains a total of twenty-four dwelling units, numbered 101-114 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the facing. The basement level contains eight dwelling units and a laundry room (with a separate outside entrance) containing leased coin operated washers and dryers. The upper two levels contain eight dwelling units per level. The attic contains storage space and the hot water heaters for all of the units in the building. The basement and two upper levels each have three separate common hallways, with front and rear staircases, and front and rear entrances at the basement level. The center hallway serves four units on each level and the hallways on either side each serve two units on each level. Access to the attic is provided by one staircase from each hallway at the front side of the building. Each dwelling unit has its own baseboard electric heat and a hot water heater in the attic, which are separately metered for the unit. The building is served by its own well and septic system.

Winthrop House

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Winthrop House, which contains a total of twenty dwelling units, numbered 201-220 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the facing. The basement level contains eight dwelling units, a holding tank room containing the hot water heaters for all of the units in the building, an electric and meter room and a laundry room containing leased coin operated washers and dryers. The upper two levels contain six dwelling units per level. The attic contains storage space. The basement and the two upper levels each have three separate common hallways with front and rear staircases and front and rear entrances at the basement level. The center hallway serves two units on each level and the hallways on either side each serve three units in the basement level and two units on each of the upper levels. Access to the attic is provided by one staircase from each hallway at the front side of the building. Each dwelling unit has its own baseboard electric heat and a hot water heater in the basement, which are separately metered for the unit. The building is served by its own well and septic system.

Elliot House

Ellict House, which contains a total of thirty-six dwelling units, numbered 301-336 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the facing. The basement level contains twelve dwelling units, three laundry rooms containing leased coin operated washers and dryers and a room containing the hot water neaters for all units on that level. The upper two levels each contain twelve dwelling units and a room containing the hot water heaters for all units on such level. The attic contains storage space. The basement and the two upper levels each have three separate common hallways with front and rear staircases, and front and rear entrances at the basement level. The center hallway on each level contains a room with the electric hot water heaters for each unit on such level with small closets on either side on the upper levels, and the three hallways each have a laundry room on the basement level. Each hallway serves four units on each level. Access to the attic is provided by one staircase from each hallway at the front side of the building. Each dwelling unit has its own baseboard electric heat and a hot water heater in the center hallway on the same level, which are separately metered for the unit. The building is served by its own well and septic system.

Dunster House

Dunster House, which contains a total of twenty-four dwelling units, numbered 401-424 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the The basement level contains eight dwelling units, a facing. laundry room (with a separate outside entrance) containing leased coin operated washers and dryers, a workshop and a room containing the hot water heaters for the washers and electric meters). The upper two levels contain eight dwelling units per level. The attic contains storage space and the hot water heaters for all of the units in the building. The basement and two upper levels each have two separate common hallways, with front and rear staircases, and front and rear entrances at the basement level. Each hallway serves four units on each level. Access to the attic is provided by one staircase from each hallway at the rear side of the building. Each dwelling unit has its own baseboard electric heat and hot water heater in the attic, which are separately metered for the unit. The building is served by its own well and septic system.

Dudley House

Dudley House, which contains a total of thirty-six dwelling units, numbered 501-536 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the facing. The basement and the two upper levels each contain twelve dwelling units. The attic contains an electric meter room, storace space and the hot water heaters for all of the units in the building. The basement and two upper levels each have three separate common hallways with front and rear staircases and front and rear entrances at the basement level. Each hallway serves four units on each level. Access to the attic is provided by one staircase from each hallway at the rear side of the building. Each dwelling unit has its own baseboard electric heat and a hot water heater in the attic, which are separately metered for the unit. The building is served by its own septic system and shares a well with Lowell House.

Lowell House

Lowell House, which contains a total of thirty-six dwelling units, numbered 601-636 inclusive, consists of a basement level plus two levels above, and an attic. It is of wood frame construction with a stucco facade; it has a poured concrete foundation and a mansard roof with asphalt shingles on top and wooden shingles on the facing. The basement level contains twelve dwelling units and a laundry room (with a separate outside entrance) containing leased coin operated washers and dryers which serves the units in both Lowell House and Dudley House. The two upper levels contain twelve dwelling units per level. The attic contains an electric room, storage space and the hot water heaters for all of the units in the building. The basement and two upper levels each have three separate common hallways with front and rear entrances at the basement level. Each hallway serves four units on each level. Access to the attic is provided by one staircase from each hallway at the rear side of the building. Each dwelling unit has its own baseboard electric heat and a hot water heater in the attic, which are separately metered for the unit. The building is served by its own septic system and shares a well with Dudley House.

Exhibit C to Master Deed of Harvard Ridge Condominium

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Unit esignation	location	Number of Beároons	Approximate Area	Percentage Interes in Common Areas and Facilities
		<u>leverato R</u>	<u>obse</u>	
	Basement	2	701 square feet	.čĺt
102 103	Basement	2 2	756 square feet	.62
104	lst Floor 1st Floor	2	748 square feet	. 62
105	2nd Floor	2	753 square feet	.60
105	2nd Floor 2nd Floor	2	765 square feet	.62
107	Basement	2	743 square feet 439 square feet	.62
108	Basement	⊥ 1	439 Square feet	.49 .49
109	Basement/->4		\sim 362 square feet -	
110	Basement	-		. 49
111	lst Floor	1 12 .61-	111	.49
112	lst Floor	1 Eh-	439 square feet	.49
113	lst Floor	1	444 square feet	.49
114	lst Floor	1	444 square feet	.49
115	2nd Floor	1	438 square feet	. 4 9
116	2nd Floor	ĩ	441 square feet	.49
7	2nd Floor	ī	448 square feet	.49
3	2nd Floor	1	447 square feet	.49
L19	Basement	2	747 square feet	.62
120	Basement	2 2	757 square feet	.62
121	lst Floor		756 square feet	.62
122	lst Floor	2	748 square feet	.62
123	2nd Floor	2	757 square feet	.62 ·
124	2nd Floor	2	758 square feet	.62

All units have direct access to public hallways and stairways. Basement level units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

All two bedroom units contain a living room, kitchen with attached dining area and bath. All one bedroom units contain a living room, kitchen and bath.

12 12	152 252	* +1	442 750	111	5304 9000	
		Tox	-		14304	

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WINTHROP HOUSE

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202 203 205 207 208 209 210 211 212 213 214 215 216 217 218	Basement Basement Basement 1st Floor 2nd Floor Basement Basement 1st Floor 2nd Floor 2nd Floor Basement Basement Basement Basement Basement Ist Floor 1st Floor	2 2 2 2 2 2 2 2 2 2 2 1 1 1 1 2 2 2 2 2	Tes square 780 square 780 square 781 square 854 square 854 square 858 square 846 square 846 square 846 square 841 square 560 square 579 square 471 square 785 square	feet feet feet feet feet feet feet feet	999999992299999229 4417-6-86986444666 ••••••••••••
		2 2 2 2	785 square 778 square		

l units have direct access to public hallways and stairways. Basement Sevel units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

All units contain a living room, kitchen and bath.

$$7_{1LL} @ 550 = 3853$$

 $13_{26L} @ 800 = -\frac{15605}{14253}$

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ELLIOT HOUSE

301	Easement	2			square	∑eet	.62%
302	Basement	C1 (4) (7) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		783	square	feet	.62
303	Basement	2		820	square	feet	. + <u>-</u>
304	Basement	0		817	square	feet	
305	Ast Floor	-		81E	square	Če∈t	
306	lst Floor	÷.		613	square	feet	.62
307	let Floor	2		907	square	feet	. # <u>1</u> . + 1
308	lst Floor	-		80E	square	Íeet	•
309	2nd Floor			807			.62
310	2nd Floor	2		824	square	feet	.62
311	2nd Floor	2		811	square	feet	.62
312	2nd Floor	2		8 02	square	feet	.62
313	Easement	2 2 1 1		395	square	feet	. 4 9
314	Easement	1			square		.49
315	Easement	1	£	397	square	feet	. 4 9
316	Basement	l		389	square		.49
317	lst Floor	1			square		.:9
318	lst Floor	l			square		.49
31 9	lst Floor	1			square		.49
320	lst Floor	1			square		.49
321	2nd Floor	1			square		.49
322	2nd Floor	1			square		.49
323	2nd Floor	1			square		.49
. 4	2nd Floor	1			square		.49
(5	Basement	2		807			.62
326	Basement				square		.62
327	Basement	2 2 2			square		.62
328	Basement	2	, N		square		.62
329	lst Floor		2th	799			.62
330	lst Floor	2 2	2	810			.62
331	lst Floor	2		820			.62
332	lst Floor	2		814			.62
333	2nd Floor	2		811			.62
334	2nd Floor	2		810	square		. 62
335	2nd Floor	2 2 2 2		824	square		.62
336	2nd Floor	2		816			.62
-		-			-		

All units have direct access to public hallways and stairways. Basement level units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

All units contain a living room, kitchen and bath.

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71	Basement	2	786 square feet	.82%
+ 01	Easement	-	579 square feet	49
403	Basement	2	773 square feet	.62
464	Basement	2	774 square feet	.62
405	lst Floor	2	802 square feet	.62
406	let Floir	-	799 square feet	
407	lst Floor	-	197 square feet	• •
408	lst Floor	5	796 square feet	.62
100 100	înă Fleer	-	PCE square feet	
410	2nd Floor	ž	802 square feet	.62
411	2nd Floor	2	789 square feet	.62
412	2nd Floor	2	785 square feet	.62
413	Easement	2	778 square feet	.62
414	Basement	2	779 square feet	.62
415	Basement	2	784 square feet	.62
416	Basement	2	783 square feet	.62
417	lst Floor	2	788 square feet	.62
418	lst Floor	2	791 square feet	.2E
419	lst Floor	2	802 square feet	
420	lst Floor	2	797 square feet	.62
421	2nd Floor	2	791 square feet	
422	2nd Floor	2	794 square feet	.62
423	2nd Floor	2	802 square feet	. 62
424	2nd Flocr	2	801 square feet	. 62
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I units have direct access to public hallways and stairways. Basement level units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

All units contain a living room, kitchen and bath.

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$$\frac{18795}{18795}$$

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$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	523		2	805 square feet	.62
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534 2nd Floor 1 490 square feet .					.49
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536 2nd Floor 1 492 square feet .	536	2nd Floor	1	492 square feet	.49

All units have direct access to public hallways and stairways. Basement level units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

All units contain a living room, kitchen and bath.

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601	Easement	2	790 square feet	.011
602	Basement	1	564 square feet	.49
8 C B	Essement	<u>.</u>	768 square feet	
604	Basement	Ţ	799 square feet	. Č.
605	lst Floor	1	816 square feet	.62
EGE	let Flocr	-	Ell square feet	
607	lst Floor	2	792 square feet	.62
,60B	lst Floor	2	803 square feet	.62
609	2nd Floor	2 2 2	807 square feet	.62
610	2nd Floor	2	804 square feet	.62
611	2nd Floor	2 2	805 square feet	.62
612	2nd Floor	2	803 square feet	.62
613	Basement	1	483 square feet	.49
614	Basement	1	480 square feet	.49
615	Basement	1	482 square feet	.49
616	Basement	1	481 square feet	.49
617	lst Floor	l	494 square feet	.49
618	lst Floor	1	504 square feet	.49
619	lst Floor	l	494 square feet	.49
620	lst Floor	1	492 square feet	.49
621	2nd Floor	1	491 square feet	.49
- 22	2nd Floor	1	495 square feet	.49
3 ا	2nd Floor	1	495 square feet	.49
C _24	2nd Floor	1	493 square feet	.49
625	Basement	2	787 square feet	.62
626	Basement	2	787 square feet	.62
627	Basement	2	791 square feet	.62
628	Basement	1 2 2 2 2	788 square feet	.62
629	lst Floor	2	798 square feet	.62
630	lst Floor	2 2 2 3 2	N 799 square feet	.62
631	lst Floor	2 3 12 $2 2^{3} 2$	^t 804 square feet	.62
632	lst Floor	2 2	801 square feet	.62
633	2nd Floor	2	803 square feet	.62
634	2nd Floor	2	805 square feet	.62
635	2nd Floor	2	805 square feet	.62
636	2nd Floor	2	802 square feet	.62
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All units have direct access to public hallways and stairways. Basement level units have direct access to the main (Swanson Road) entrances and rear entrances of the building.

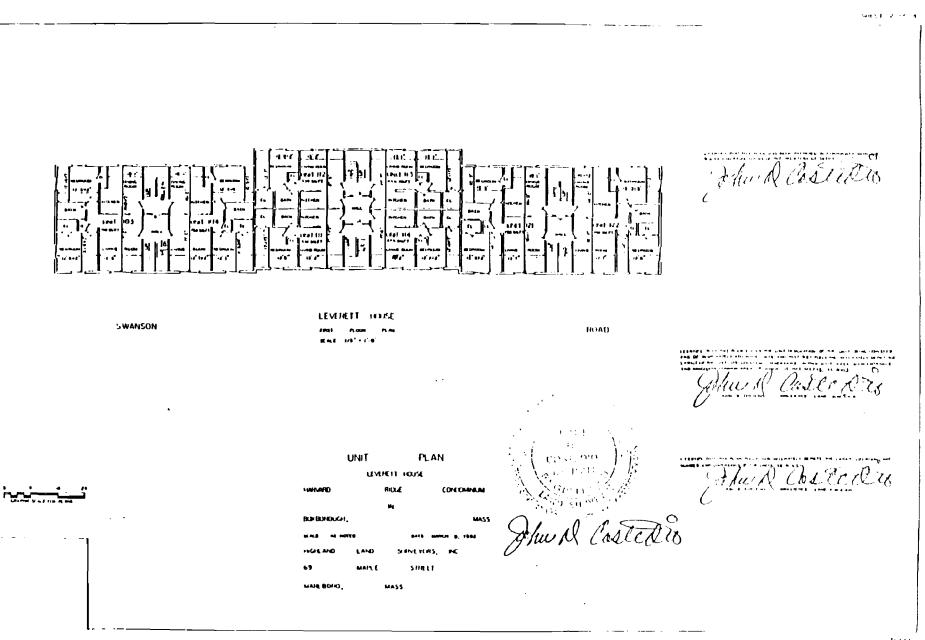
All units contain a living room, kitchen and bath.

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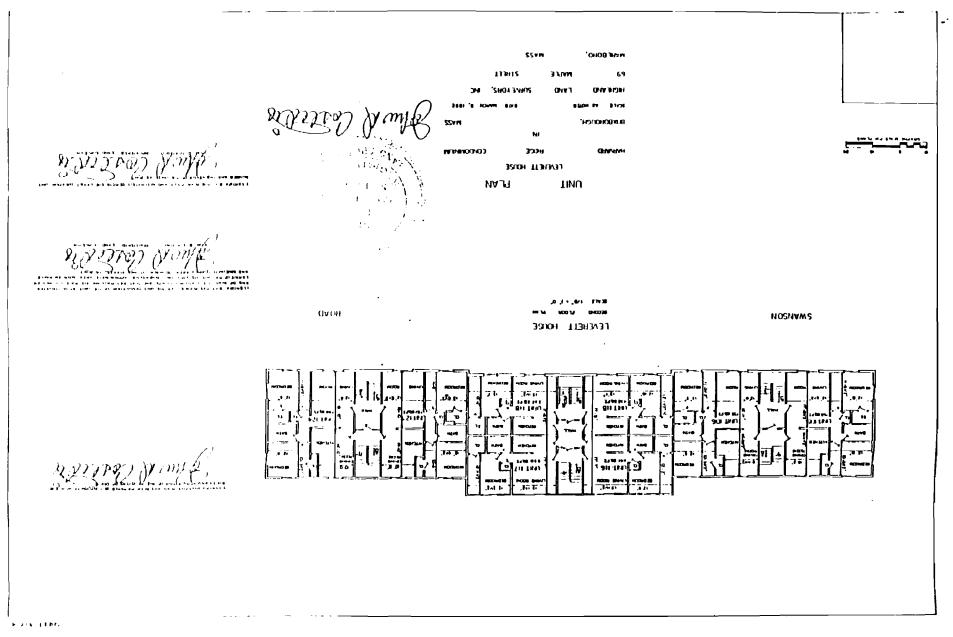
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CONTRACTOR H:P M/D RIFIGE

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HIGH AND 14+0 SURVEYORS, NC

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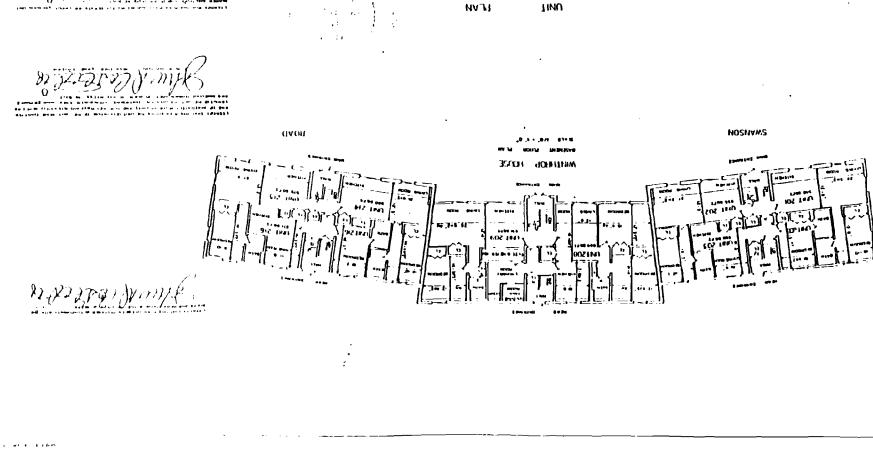
1. 《金融》》:"我们的这些"我们的是这个人的,我们是这个的爱女子,","这个人",""。 "你们你们我们的你们是你是你说,你们们不是你的你是你们的你们的?"你们的,不是你们,



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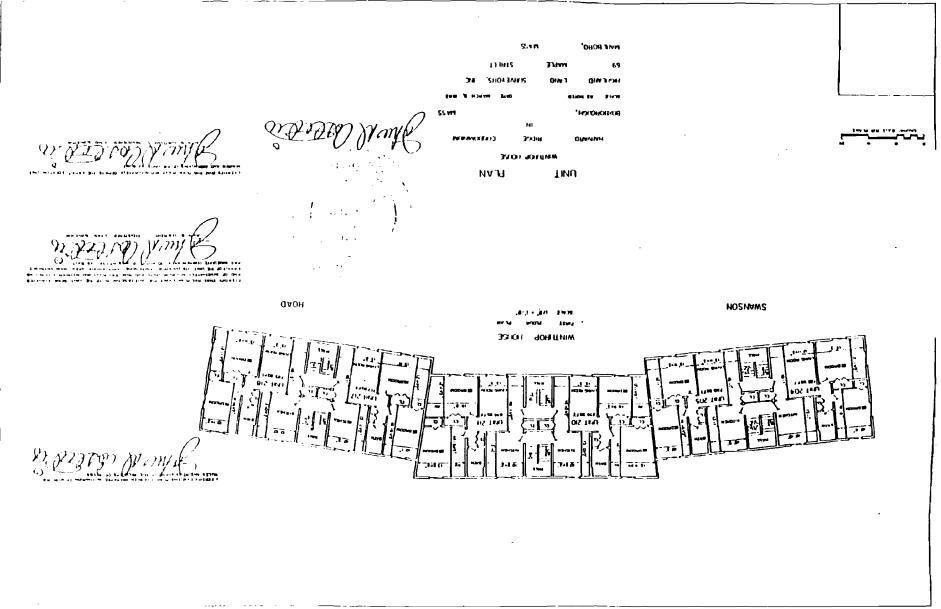
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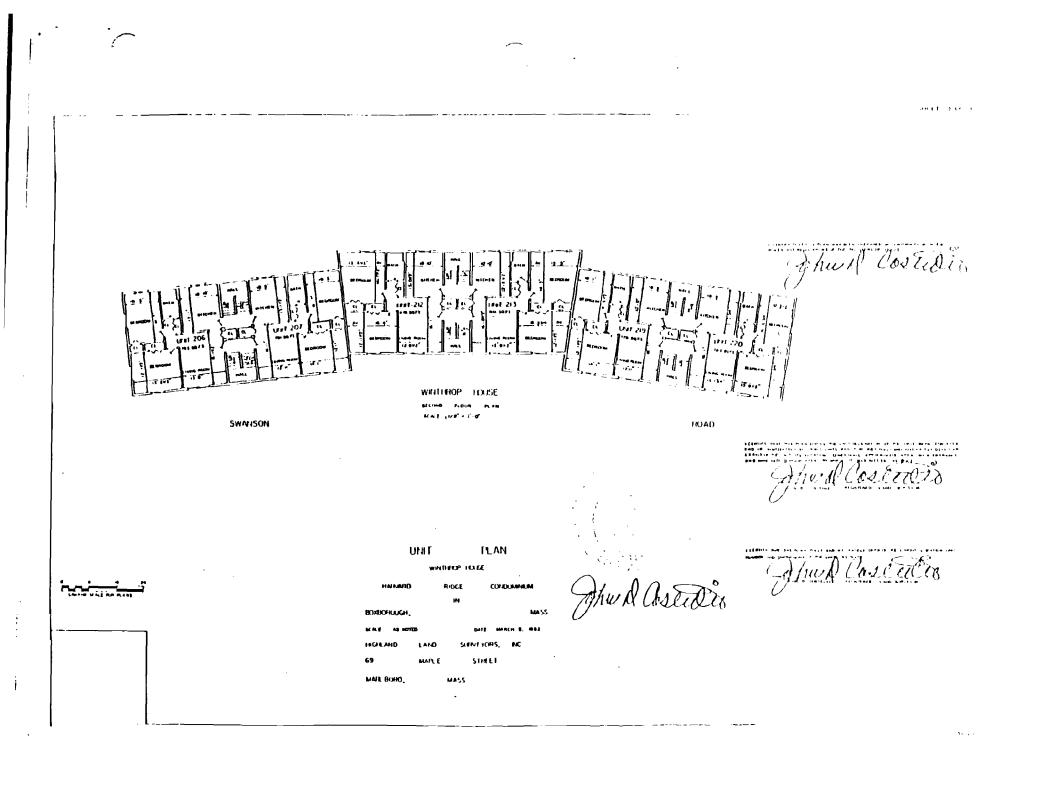
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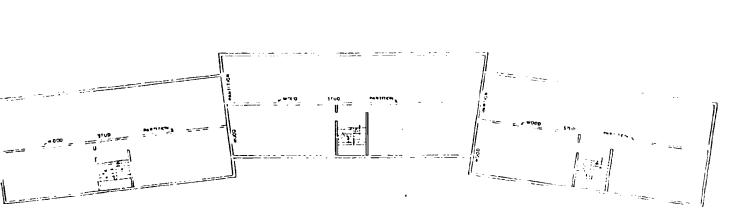
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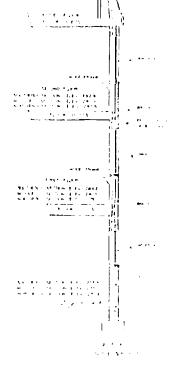
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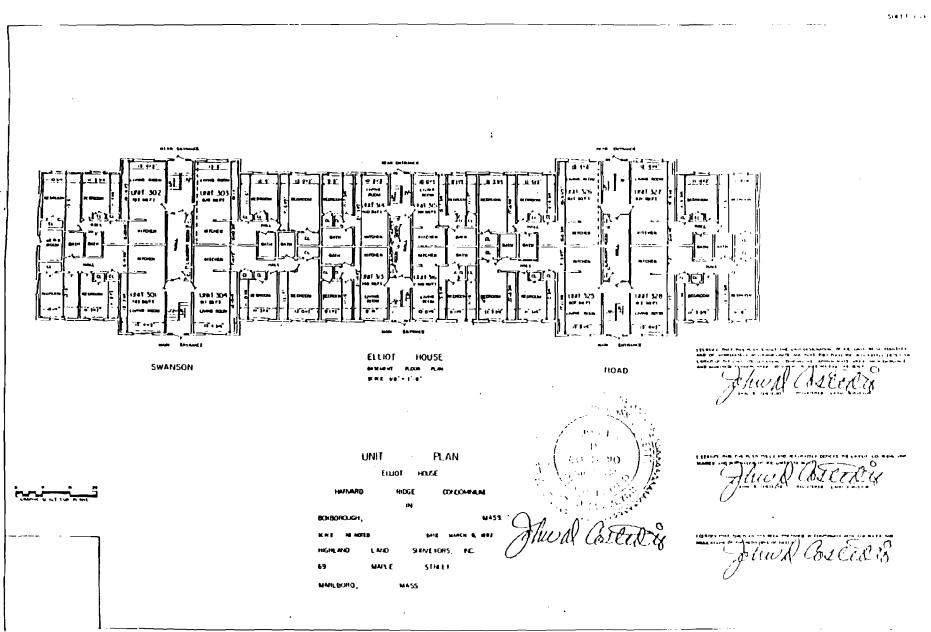
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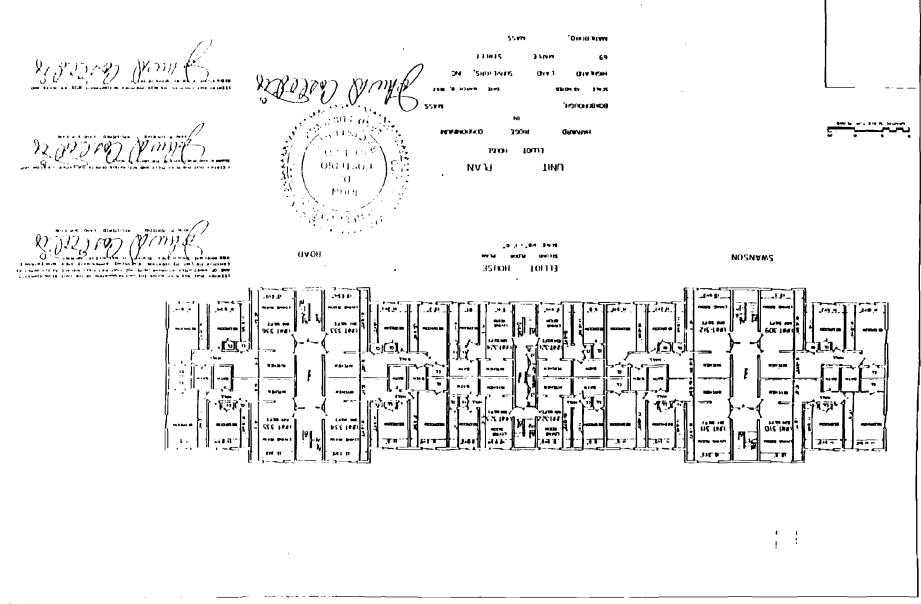
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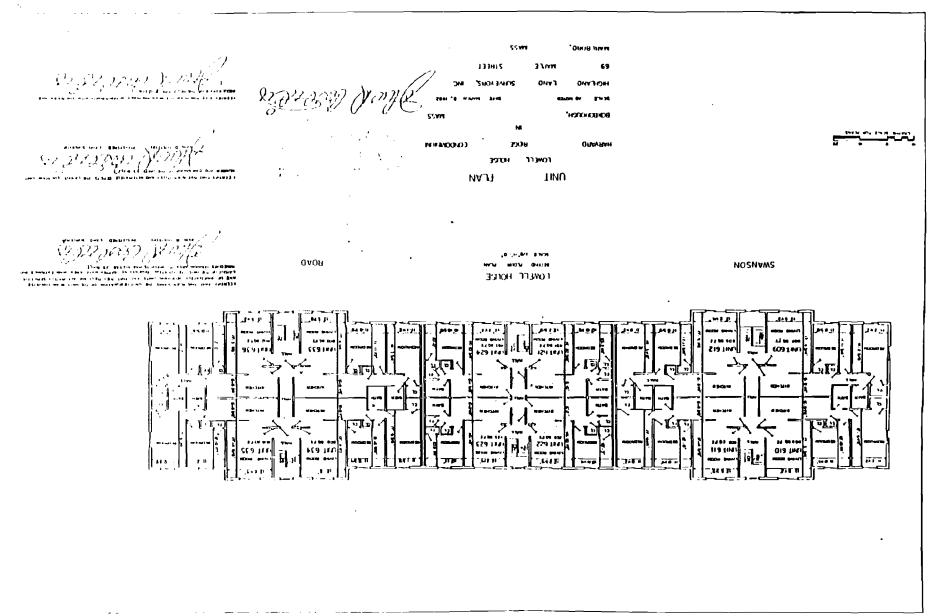
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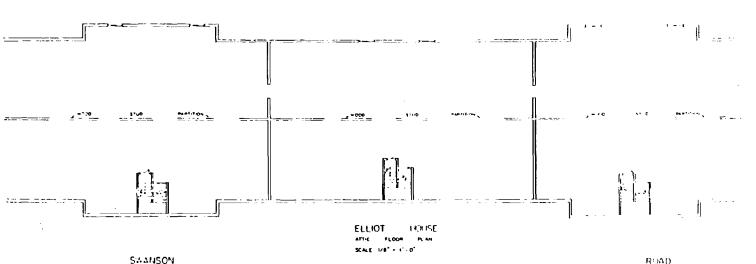
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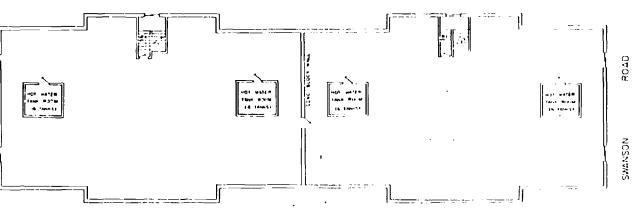
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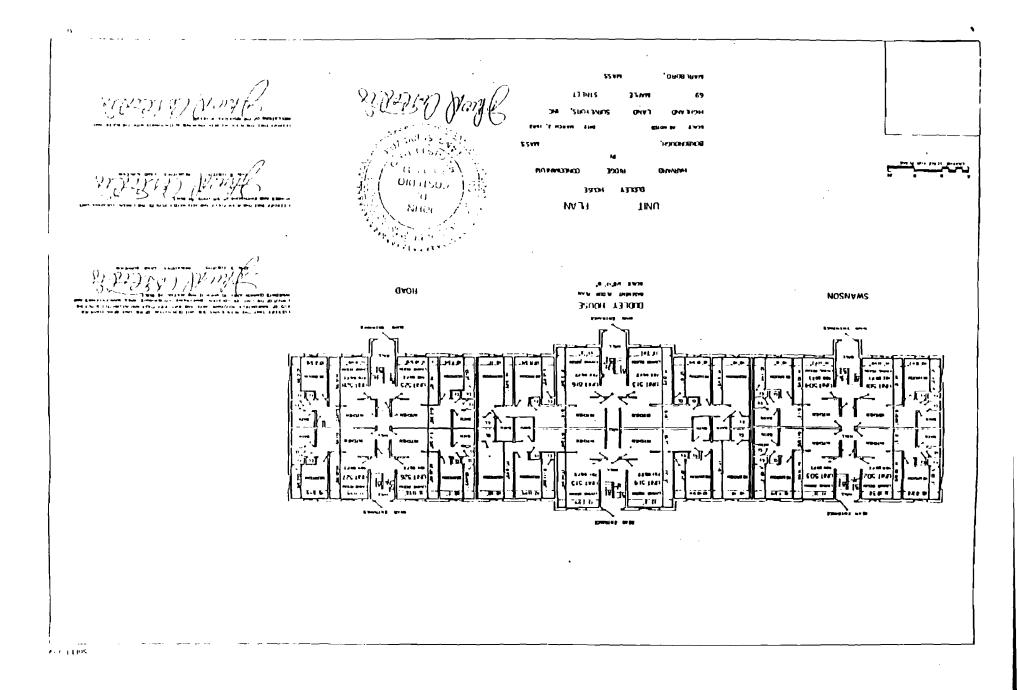
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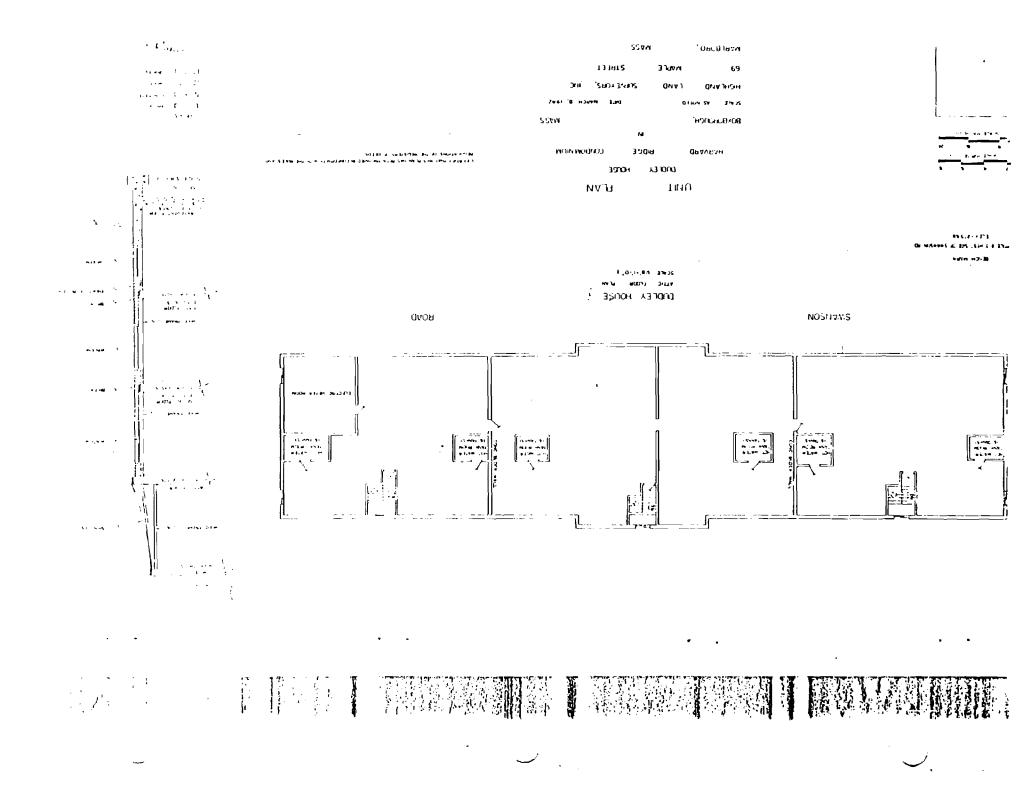
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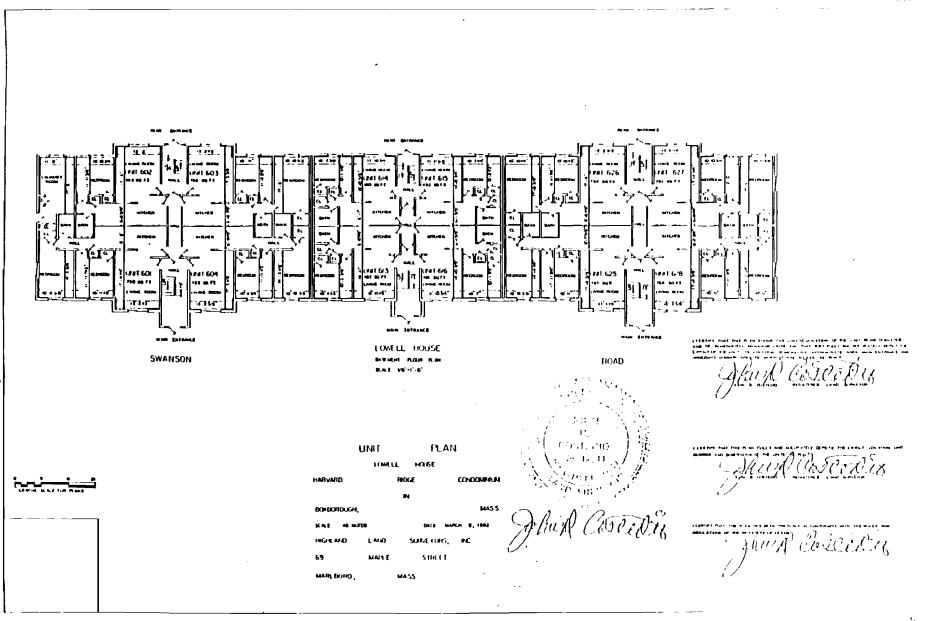
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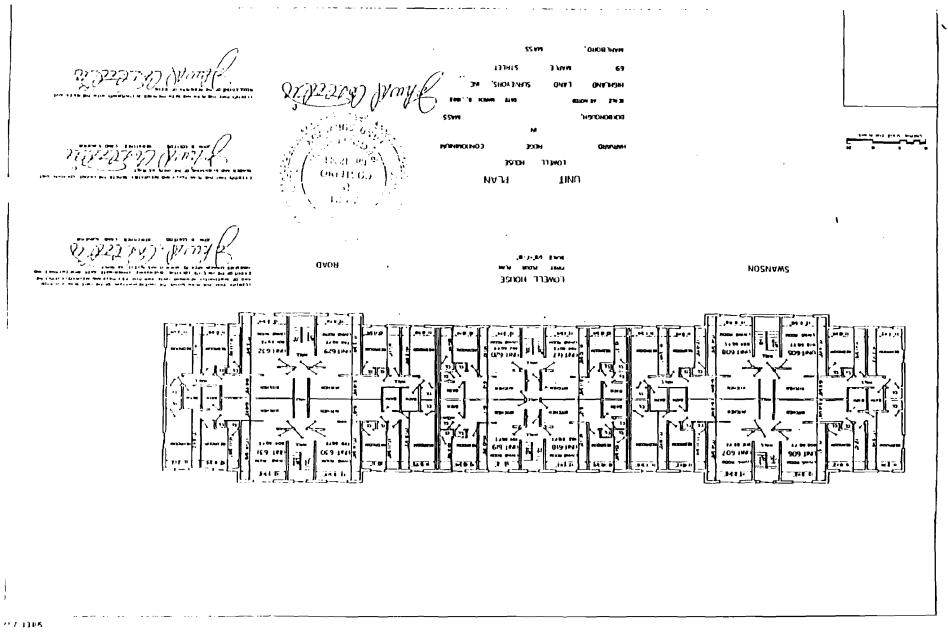


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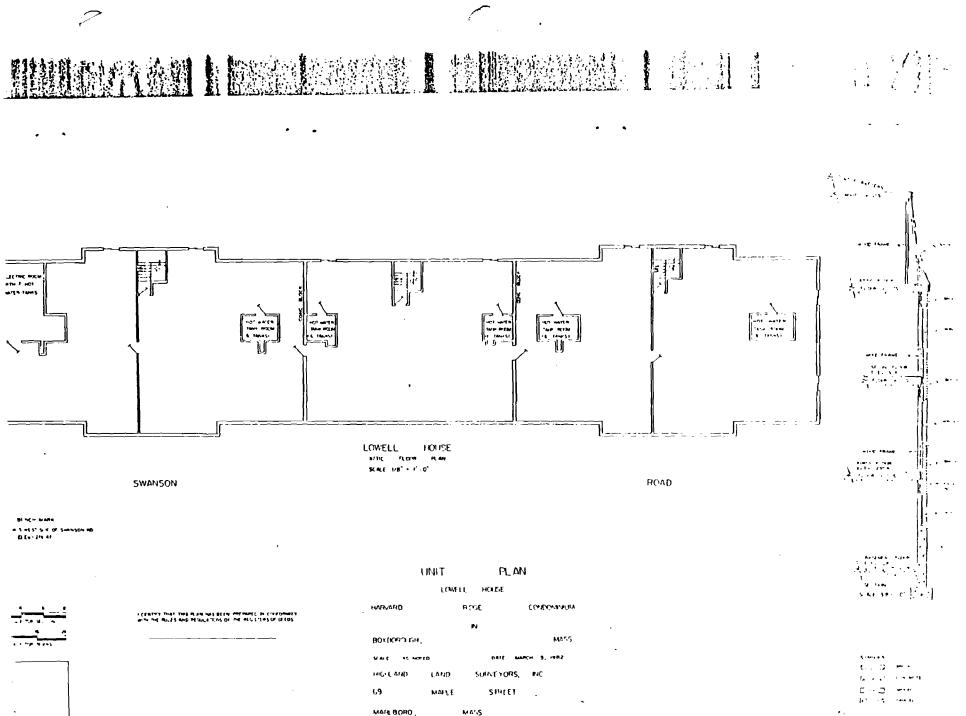
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