

THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

MASTER DEED

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September 17, 1986

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ALLOWED

*Mary M. Sullivan*  
Clerk  
JUSTICE

THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

MASTER DEED

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PETER A. BAILEY, Trustee of Briar Hill Estates Trust, under Declaration of Trust dated February 27, 1985 and filed and registered with the Land Registration Office of the South Registry District of Middlesex County as Document No. 677105 on Certificate of Title No. 173013 (hereinafter the "Land Registration Office") of Boston, Suffolk County, Massachusetts (hereinafter called the "Sponsor"), being the sole owner of the parcel of land located on Elwell Street in Malden, Middlesex County, Massachusetts, described in Section 1 below (the "Land"), hereby, by duly executing and recording this Master Deed, submits said Land together with the buildings and improvements erected or to be erected thereon, and all easements, rights and appurtenances belonging thereto (collectively called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts (the "Condominium Law"). Sponsor proposes to create, and hereby creates with respect to the Property, a condominium governed by and subject to the provisions of the Condominium Law.

This is a phased condominium. See Sections 10, 12 and 13 hereof this Master Deed for language concerning the phases of the Condominium.

Attached hereto this Master Deed and incorporated herein by reference are Exhibit One, Schedule A and Schedule B.

1. Description of Land. See Exhibit One for a description of the Land.

2. Name of Condominium. The condominium is to be known as THE BRIAR HILL CONDOMINIUM (the "Condominium").

3. Description of Buildings. There shall be two (2) buildings erected on the Land (the "Building" or "Buildings"). The Buildings shall be constructed in two (2) phases. The Building in Phase I, which Phase I is created hereby, this Master Deed, contains 76 residential units (hereinafter the "Units" or a "Unit") located on Parcel I, as described in Exhibit One. Phase I also includes the land described as Parcel II in Exhibit One, with the tennis court and other improvements located thereon. The Building to be constructed in Phase II shall contain 66 residential Units and shall be constructed on Parcel III, as described in Exhibit One. Each Building will also contain common areas and facilities (hereinafter defined in Section 5 below).

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The Building containing the 76 Units in Phase I is identified as Building A. The Building containing the 66 Units in Phase II shall be identified as Building B.

The Buildings will be three (3) stories high with a basement level and will be constructed with concrete foundations with walls of concrete blocks and bricks and floor of concrete. The roofs will be flat and covered with a rubberized surface.

Each Building will have an elevator and a laundry room. Each Unit in the Buildings will be heated and air conditioned by a separate electric fired heat pump located in each individual Unit and each Unit shall have its domestic hot water supplied by an electric fired hot water tank located in each individual Unit. Each Building will be prewired for cable television and telephone service.

Each Unit shall be serviced by its own individual electric meter and the costs and expense of electricity consumed in a Unit will be the responsibility and obligation of the owner(s) of each particular Unit; including, but not limited to, the electricity consumed to produce heat, air conditioning and domestic hot water. The electricity consumed in the common areas and facilities of the Buildings will be serviced by public meters and will be a common expense.

4. Description and Identification of Units. The designation of each Unit in Phase I, a statement of its location in Building A, the number of rooms in each Unit, the floor area of each Unit, the immediate common area to which the Unit has access and its proportionate percentage interest (hereinafter defined in Section 13 below and referred to as "Percent Interest" or "Percentage Interest") in the common areas and facilities of the Condominium (hereinafter defined in Section 5 below) are set forth in Schedule A. The designations and the floor areas of each Unit are also set forth in the Plans (hereinafter defined in Section 7 below).

The Units in Phase I are contained in Building A and are identified on the Plans and in Schedules A and B with the suffix "A" after the applicable unit number designation. The Units in Phase II shall all be contained in Building B and shall be identified on the Plans and on Schedules A and B with the suffix "B" after the applicable unit number designations. A Unit consists of the space enclosed by the intersection of the vertical boundaries and the lower and upper Unit Boundaries described below:

(a) Vertical Unit Boundaries: The vertical planes of the innermost unfinished surfaces of the interior Building walls bounding the Unit and the vertical planes of the innermost unfinished surfaces of the dry walls of the interior walls dividing the Unit from other Units and Common Areas; and

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(b) Lower and Upper Unit Boundaries: The lower Unit boundary is the uppermost unfinished surface of the sub-flooring of the Unit or the basement floor slab, as the case may be, and the upper Unit boundary is the lower most unfinished surface of the Unit ceiling. Included within each Unit are the windows (including all glass panes) and doors which open from a Unit, and the portions of the window and door frames appurtenant to such windows and doors but located beyond the boundaries of the Unit except for the exterior surfaces thereof.

5. Description of the Common Elements. The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Property, including all parts of the Buildings and improvements thereon other than the Units and include, without limitation other than those hereinafter set out in this provision, the following:

(a) The Land, and all rights and benefits, obligations and burdens appurtenant thereto;

(b) The non-Unit areas of the Buildings including the basement floor slabs and walls and ceiling not within a Unit; and all heating and cooling equipment not located with a Unit; the elevators and elevator equipment, machinery and controls; water service and meters, public electric service and meter; and other equipment of the Buildings and apparatus serving the Buildings and the Units in common;

(c) All foundation, columns, girders, beams, supports and bearing walls, those portions of the exterior walls of the Buildings beyond the innermost surfaces thereof; those portions of the dry walls and stud walls dividing a Unit from other Units and Common Elements, other than the innermost unfinished surfaces at the Unit sides thereof; those portions of the ceilings of Units from the lowermost unfinished surface thereof to the uppermost unfinished surface of the floor of the level or Unit, or roof above as the case may be, all balconies attached to the Buildings; lobbies and landings of the Buildings, public stairs and stairwells, and common hallways and entrances of the Buildings and exits, and all portions of the roof or roofing of the Buildings (including all gutters, equipment, and appurtenances thereto);

(d) All real property, lawns, tennis courts, swimming pools, recreational amenities, landscaping, sidewalks, passageways, driveways, fencing, and facilities and other improved or unimproved areas on the Land and not within the Units.

(e) All utility service, lines, pipes, sewerage and drainage lines, wires, flues, ducts, cables, conduits, public utility lines and utility installations, and the intercom system located on the Property other than those located exclusively

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within a Unit and servicing only such Unit;

(f) All easement rights located outside the Property and from time to time appurtenant to the Property;

(g) All other apparatus and installations existing in the Buildings for the common use of necessary or convenient to the existence, maintenance or safety of the Building;

(h) All other items listed as common areas and facilities under the Condominium Law and located on the Property; provided, however, that Sponsor hereby reserves the right as more fully described in Section 6 of this Master Deed to grant an easement or easements for balconies, patios and parking to particular Units for the exclusive use of portions of the Common Elements, which easement or easements shall be and remain appurtenant to a particular Unit by designation thereof in the unit deed by which Sponsor initially conveys a particular Unit which is granted such an easement or easements.

6. Sponsor's Right to Grant Easements. Notwithstanding any language to the contrary contained herein, Sponsor reserves the right to grant an easement or easements for the exclusive use or the right to use certain Common Elements to specific particular Unit, which easement or easements shall be and remain appurtenant to a particular Unit by designation thereof in the unit deed by which Sponsor initially conveys the Unit. An easement or easements for the exclusive use of certain Common Elements shall be granted as follows:

(a) Certain Units shall have an easement for the exclusive use of that exterior area adjacent to each Unit and as shown on and labeled on the Plans as an Exclusive Balcony Easement or Exclusive Patio Easement for any particular Unit which shall have such an exclusive easement appurtenant thereto;

(b) There shall be a minimum of 213 Parking Spaces (the "Parking Space" or "Parking Spaces") as shown on the Plans. There are 111 Parking Spaces on the land upon which Phase I is located, as shown on the Plans. Sponsor hereby reserves the right to add at least 102 additional Parking Spaces on the land upon which Phase II will be located, as described as Parcel III in Exhibit One. Certain Units shall be granted an easement for the exclusive use of a particular Parking Space, which grant shall include the right of the operator of the motor vehicle to personally park and unpark a motor vehicle. Parking Spaces which are not granted as an easement for the exclusive use of a particular Unit shall become guest Parking Spaces and their use shall be managed and administered by the "Condominium Association" hereinafter described in Section 11 below.

The easement or easements for the exclusive use of or the right to use any portion of the Common Elements is subject to the use of that certain area of the Common Elements by other Unit

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Owners (hereinafter defined in Section 12), their tenants, guests, servants, licensees in the event of emergency, without notice. The "Board of Managers" of the "Condominium Association", and its agents, servants and employees may have access to and use of the above described areas for the purposes of maintenance, repair and upkeep, as the case may be after reasonable prior notice to the Unit Owners or occupants of the Units to which are appurtenant an easement or easements as described herein this Section 6.

7. Floor Plans and Site Plan. Simultaneously with the recording hereof this Master Deed there has been filed and registered a site plan of the Land and a set of the floor plans for the Buildings, showing the layout, location, unit numbers and dimensions of the Units, stating the addresses of the Buildings and bearing the verified statement of a Registered Land Surveyor as required by the Condominium Law certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units as built. The site plan and floor plan shall be referred to collectively as the "Plans".

8. Use of the Units and Common Areas. The Buildings and Units are intended for residential purposes. Notwithstanding the foregoing, any Unit may be used for occasional other use by the then present occupant thereof to the extent permitted by local zoning ordinances and other applicable laws, and may be occupied by the owner thereof and/or his tenants and by members of their respective immediate families and/or other persons unrelated by blood or marriage. A Unit Owner having an easement for the exclusive use of a Parking Space may not permit, except for bona fide tenants of a Unit, any guest, servant, or licensee the right to use said Parking Space. All parties using said Parking Spaces shall comply with the provisions relating to such use contained in Section 9 of this Master Deed and in the By-laws (hereinafter described in Section 11 below) and Rules and Regulations promulgated pursuant to the By-laws.

9. Use of Parking Space. The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

(a) The Parking Spaces may be used only for the parking of private automobiles, motorcycles and non-commercial vans and recreation vehicles for the personal use of parties entitled to use the Parking Spaces, and their tenants or lessees. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or such other vehicle), and the like may be parked in the Parking Spaces except with the written consent of the Board of Managers of the Condominium Association

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(hereinafter described in Paragraph 11 below). One vehicle is allowed per Parking Space.

(b) All vehicles shall be parked in the respective Parking Space and shall be positioned in such a manner as not to impede or prevent ready access to other Parking Spaces.

(c) The easements for the exclusive use of the Parking Spaces shall be subject to the reasonable right and easement of the Unit Owners and their families and guests to pass through and across the Parking Spaces, on foot, to or from the passageway abutting the Land to or from the Buildings.

10. Sponsor's Reserved Rights. The property is submitted by the Sponsor to the provisions of the Condominium Law subject to the reservation in the Sponsor and his heirs, executors, administrators, beneficiaries, assigns or successors in interest to construct a maximum of one (1) additional phase of the Condominium on the Land. Phase II shall consist of one (1) Building, identified as Building B, containing sixty-six (66) Units. The Building and Units to be constructed in said additional phase shall be of the comparable style, floor plan, size and quality as of the Building and Units which exist as of the date of this Master Deed and shall be located substantially as shown on the Plans.

Until and unless Sponsor creates Phase II, the Land of the Condominium consists of and includes only Parcel I and Parcel II, as described in Exhibit One, and no Unit Owner shall have an ownership interest in that land identified as Parcel III, as described in Exhibit One, until the amendment to this Master Deed which creates Phase II is duly executed by Sponsor and filed and registered with said Land Registration Office. Sponsor may elect not to construct Phase II without having to obtain the consent of any Unit Owner or Unit mortgagee and to execute and file and register with the Land Registration Office an amendment terminating Sponsor's right to construct and create Phase II, whereupon the land upon which said Phase II is to be located shall be deemed removed from the provisions of the Condominium Law and shall be owned in fee simple by Sponsor.

In the event that Sponsor creates and constructs Phase II of the Condominium the Buildings, the Units, the Common Elements, the Unit Owners and the Unit mortgagees of both Phase I and Phase II shall be subject to the provisions of the herein Master Deed and the By-laws of The Briar Hill Condominium Association, as described below, as they may be amended from time to time. Furthermore, in the event that Sponsor creates and constructs Phase II, Schedule A shall be amended in accordance with Sections 12 and 13 below to include the description and identification of the Units in Phase II and to reapportion the Percentage Interests in the Common Elements of the total Units in the manner set forth

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in Section 13. Until Sponsor creates Phase II by amendment to this Master Deed, all unit deeds from Sponsor to Unit Owners shall contain a statement that the Percentage Interest of the Unit is subject to reduction in conformance with Section 10 of the Master Deed.

Sponsor further reserves the right to establish exclusive rights and use areas for all or some of such additional Units in the same manner and to the same extent as are provided in Sections 5 and 6 hereof with respect to the existing Units. The Sponsor hereby further reserves the right (a) of access to the Land; (b) to use those portions of the Common Elements, reasonably necessary to construct said additional Building on the Land; (c) to connect to and extend all roads and all utility lines located on the Land for service to the additional Building and Units to be constructed, including telephone, electric, water, sewer, television and internal communication lines. The Sponsor may, without the consent of any Unit Owner or mortgagee of a Unit, amend this Master Deed upon completion of the Building in Phase II, so as to subject to the Condominium Law and to this Master Deed said additional Building and Units to be constructed as above described. Such amendment shall contain with regard to the Building and Units involved, all of the particulars required by said Chapter 183A and from and after the filing and registration of such amendment, the Condominium shall include the additional Building and Units referred to in such amendment. No amendment shall be effective until duly executed by Sponsor and filed and registered with said Land Registration Office.

Upon the filing and registration of such amendment, the Units thereby added to the Condominium shall be owned in fee by Sponsor and may be sold and conveyed by Sponsor for Sponsor's own account. The rights reserved to Sponsor in this Section 10 expire on the seventh (7th) anniversary of the recording of this Master Deed.

Until all of the Units have been sold by Sponsor, Sponsor may use one or more unsold Units for sales purposes including use as Unit models or for other matters related to the sale of Units. Further, Sponsor shall be entitled to install signs or fixtures in the Common Elements incident to prospective purchasers and sales staff personnel or other parties upon the Common Elements, on such days and during such hours as may be determined by Sponsor in his sole discretion to allow inspection and showing of the unsold Units and Building.

The signs, fixtures and other items installed in or upon the Common Elements by Sponsor to facilitate the sale of Units shall not be considered Common Elements and shall remain the property of the Sponsor, and shall be removed by Sponsor at his sole cost and expense.

Sponsor hereby reserves the right and power to mortgage so

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much of the Land upon which Phase II is to be constructed as may be fiscally necessary for the construction of the Building and the Units which shall make up Phase II without the prior written consent of any Unit Owners, any Unit mortgagees, or the "Board of Managers" of the "Condominium Association" hereinafter described in Section 11 below.

No language contained herein this Section 10 or any other Sections of this Master Deed shall be construed as a restriction or prohibition in any way of Sponsor's right to sell, convey, assign or otherwise alienate Sponsor's rights to construct and sell additional Units in Phase II.

**11. Organization of Unit Owners.** An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-laws (the "By-laws") pursuant to the Condominium Law. The name of the Association is THE BRIAR HILL CONDOMINIUM ASSOCIATION (the "Condominium Association"). A Board of Managers shall administer the affairs of the Condominium Association (the "Board of Managers") and the first Board of Managers shall consist of the following persons: Dorothy F. Wirth, Robert P. Kingman and Kendall D. Coffin, each of Boston, Massachusetts. The respective terms of the members of said first Board of Managers are set forth in the By-laws.

**12. Amendment of Master Deed.** This Master Deed may be amended by vote of the holders of at least seventy-five percent (75%) of the Percentage Interest of all owners of Units (herein called "Unit Owners") cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, or in lieu of such a vote, any amendment may be approved in writing by holders of seventy-five percent (75%) of the common interest of all Unit Owners, provided, however, that no amendment hereto shall: (a) change the size of any Unit; the percentage of undivided interest in the Common Elements appurtenant to a Unit; a Unit's voting rights in the Condominium Association; any easements for exclusive use of the Common Elements appurtenant to any Unit; or adversely affect the rights of any Unit Owner, or impair the security of any first mortgagee of record, unless all of the record owners of all Units and all of the mortgagees of record holding mortgages on all Units consent thereto in writing; (b) abrogate, cancel, or modify any of Sponsor's Reserved Rights as set forth in this Master Deed without Sponsor's written consent. No amendment shall be effective until a certificate thereof signed and acknowledged by the Clerk of the Condominium Association shall have been duly filed and registered with the Land Registration Office.

Notwithstanding anything herein contained to the contrary,

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Sponsor reserves the right and power to file and register a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts; or (iv) to correct clerical or typographical errors in the Master Deed or any exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Sponsor to vote in favor of, make, or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Sponsor to vote in favor of, make, execute and file and register Special Amendments. The right of the Sponsor to act pursuant to rights reserved or granted under this section shall be automatically assigned by Sponsor to the Board of Managers at such time as neither the Sponsor nor any assignee of Sponsor's rights hereunder shall any longer hold or control title to any Unit.

Notwithstanding anything contained herein to the contrary and except as where required by the Condominium Law, the consent of the Unit Owners entitled to at least seventy-five percent (75%) of the undivided interest in the common areas and the approval of holders holding first mortgages on Condominium Units, which have at least fifty-one percent (51%) of said undivided interest, shall be required to add or amend any material provisions of the Master Deed which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenances, repair and replacement of the Common Elements (or Units if applicable);
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the

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- (g) several portions of the condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) Boundaries of any Unit;
- (i) the interest in the Common Elements;
- (j) Convertability of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Unit;
- (l) 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; and
- (m) Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on a Unit.

The written consent of the Unit Owners of any Unit affected by an amendment made relative to items (h) and (l) above shall be required for said amendment to be effective and binding.

However, notwithstanding any language to the contrary contained herein this Section 12, the Sponsor reserves and shall have the right, without the consent of any Unit Owner or other party including but not limited to mortgagees of record, pursuant to and in accordance with the Condominium Law, to amend this Master Deed so as to include any language necessary to include the Building, the Units, and the Common Elements of any additional phase of the Condominium, which are created and constructed pursuant to Sponsor's Reserved Rights as set forth in Section 10 above, as part of the Condominium, and upon the filing and registration of such amendment with the Land Registration Office, the Building, the Units and the Common Elements of Phase II of the Condominium shall become part of the Condominium. Each owner and each mortgagee of a Unit within the Condominium, by the filing and the registration with the Land Registration Office of a Unit Deed to his or her Unit or a mortgage thereupon, shall thereby have consented to such amendments to the Master Deed without the requirement or necessity of securing any written consents or execution of any further documents by such Unit Owner or mortgagee.

The Sponsor shall not amend this Master Deed as to include Phase II until the construction of the Building containing Units in Phase II has been completed sufficiently for the certification of floor plans provided for in Section 8(f) of the Condominium Law.

Nothing in this Section 12, and no amendment adopted, pursuant hereto, shall be deemed or constructed to violate or impair any rights reserved to Sponsor by any provision of this Master deed without the express written consent of Sponsor.

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13. Determination of Percentage Interest in Common Elements. The percentage of interest (the "Percentage Interest") of the respective Units in the Common Elements as set forth in Schedule A and Schedule B hereto have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair market value of all the Units on this date.

Each Unit in the Condominium shall be entitled to the Percentage Interest specified therefor in Schedule A so long as the only Units in the Condominium are those set forth on Schedule A. From and after the inclusion in the Condominium of the Building and Units in Phase II, pursuant to and in accordance with Sponsor's Reserved Rights as set forth herein in Section 10, the Percentage Interest to which the Units set forth on Schedule A are entitled shall be reduced and the Percentage Interest to which Units in Phase I and the Units in Phase II shall be distributed in the manner set forth on Schedules B.

14. Encroachments. If any portion of the Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of the Buildings, or (b) alteration or repair to the Common Elements made in accordance with the Master Deed or By-laws, or (c) repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, then a valid easement shall exist for such encroachment and for the maintenance of the encroachment area to the extent of and for the duration of such encroachment, for the benefit of the Common Elements or for such affected Units, as the case may be.

15. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines Located Inside of Units. Each Unit Owner and the Condominium Association shall have an easement in common with the owners of all other Units for use and repair of all pipes, wires, flues, ducts, cables, conduits and public utility lines within the Common Elements or in any of the Units of the Condominium serving his Unit or the Common Elements. Each Unit shall be subject to an easement in favor of the owners of all other Units and the Condominium Association for use and repair of pipes, wires, flues, ducts, cables, conduits and public utility lines serving the Common Elements or such other Units and located in such Unit. The use and repair rights hereabove described shall be reasonably exercised so as to minimize interferences with the use and occupancy of the Units and Common Elements, subject to said easement rights and the party exercising said rights shall repair and restore any loss or damage to any Unit (including the

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personal property contained in said Unit) or to the Common Elements resulting from the exercise of said rights, to the extent the loss or damage is not covered by applicable insurance policies. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings. This right of access shall be upon at least 48 hour notice and at reasonable times, unless in the case of emergency.

16. Acquisition of Units by Board of Managers. In the event (a) any Unit Owner shall surrender or convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Unit acquired by the Board of Managers or its designee on behalf of all Unit Owners, or proceeds of a sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (iv) easements for exclusive use, if any; and (v) membership rights of said Unit in the Condominium Association (items (i) through (v) inclusive, immediately above are hereinafter collectively called the "Appurtenant Interests"); or (b) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit shall be acquired and held by nominee trust with the Board of Managers as trustees of the nominee trust and all the Unit Owners as beneficiaries of the trust with the beneficial interest held in proportion to the Unit Owner's respective interests in the Common Elements as set out in Schedule A attached hereto this Master Deed. However, before a Unit Owner can surrender or convey his Unit to the Board of Managers, both a majority of the Unit Owners and the Board of Managers must consent in writing to either the surrender or conveyance of the Unit in question. The Board of Managers may lease said Unit on behalf of the Unit Owners and all income from said rental shall be owned by the Unit Owners according to their respective interests in the Common Elements. The share of the Common Expenses (as that term is defined in the By-laws) which may otherwise be chargeable to the Unit acquired by the Board of Managers shall not be assessed against such Unit, but the monthly Common Expenses of the Condominium shall be increased in an amount sufficient to meet the cost of ownership of said Unit by the Board of Managers and said increase shall be paid by the other Unit Owners in proportion to their respective interest in the Common Elements.

17. Units Subject to Master Deed, By-laws, Unit Deed and Rules and Regulations. All present and future owners, tenants,

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visitors, servants and occupants of Units shall be subject to, and shall comply with the provisions of this Master Deed, the By-laws of the Condominium Association, and the Rules and Regulations of the Condominium Association, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of any Unit shall constitute an agreement that (a) the provisions of the documents are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all 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, and (b) a violation of the provisions of the documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

18. 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.

19. 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.

20. Captions. 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.

21. Conflicts. This Master Deed is set forth to comply with the requirements of the Condominium Law. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

22. Assignment of Sponsor's Rights. Sponsor, by deed or separate assignment shall be entitled to assign any and all of Sponsor's rights and reserved rights hereunder and in the By-laws at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Sponsor or to the Condominium Association, and this right shall terminate upon the conveyance of all the Units to bona fide purchasers for value.

23. Limitation of Liability. No Trustee, and no

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beneficiary of The Briar Hill Estates Trust, individually, shall be personally liable for the observance or performance of Trustee's obligations hereunder, all such liability being limited to the trust estate of said Trust.

IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be executed under seal this seventeenth (17th) day of September, 1986.

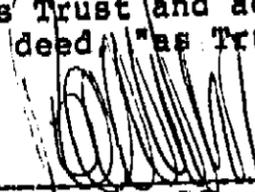
  
PETER A. BAILEY, Trustee of The Briar Hill Estates Trust, and not individually

COMMONWEALTH OF MASSACHUSETTS

September 17, 1986

SUFFOLK, ss

Then personally appeared the above-named PETER A. BAILEY, Trustee of The Briar Hill Estates Trust and acknowledged the foregoing to be his free act and deed "as Trustee", before me.

  
NOTARY PUBLIC: PAUL D. NACHTWEY  
My Commission Expires: 02-19-93

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EXHIBIT ONE TO MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

Parcel 1, Being Lot #38 bounded and described as follows:

- NORTHWESTERLY by the line of Loomis Street six hundred AND NORTHERLY: twenty-three and 74/100 (623.74) feet;
- EASTERLY: by lots 71 and 49 and the end of Downey Street as shown on plan hereinafter mentioned, two hundred thirty one and 53/100 (231.53) feet;
- SOUTHERLY: by lot 37 as shown on said plan, ninety eight (98.00) feet;
- SOUTHEASTERLY: by lots 37 and 36 on said plan, one hundred sixty one and 89/100 (161.89) feet;
- EASTERLY by lot 36 on said plan, one hundred forty seven (147.00) feet;
- SOUTHERLY: by land of Michele Como et al, two hundred twenty two and 36/100 (222.36) feet;
- SOUTHWESTERLY: by land of Joseph O. Maloney as shown on said plan one hundred seventy five and 37/100 (175.37).

✓ Said Parcel is shown as lot 38, Sheet 1, on said Plan, (Plan No. 19107D).

Parcel II, Being Lot #39 bounded and described as follows:

- SOUTHERLY: by the line of Loomis Street two hundred eight and 20/100 (208.20) feet;
- SOUTHWESTERLY: by the line of Mario Drive thirty one and 38/100 (31.38) feet;
- NORTHWESTERLY: by the line of Mario Drive one hundred twenty three and 53/100 (123.53) feet;
- NORTHERLY: by the Melrose-Malden City Line by land of Anna Snyder one hundred thirty three and 64/100 (133.64) feet;

LAND COURT, BOSTON, The land herein described will be shown on our approved plan to follow as

SEP 3 1986  
Plan 19107E-2 lots 38A, 39A + 40A  
(EXAMINED AS TO ACCURACY ONLY)  
Louis A. Morse, Engineer *LM*

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EASTERLY: by Lot 72A sixty nine and 27/100 (69.27) feet.  
Said Parcel is shown as Lot 39, Sheet 1, on Plan No. 19107D.

Parcel III, Being Lot #40 bounded and described as follows:

SOUTHEASTERLY: by the line of Loomis Street three hundred sixty two and 45/100 (362.45) feet;

SOUTHWESTERLY: by land of Joseph O. Maloney as shown on Plan hereinafter mentioned five hundred eleven and 72/100 (511.72) feet;

NORTHERLY: by the Melrose-Malden City Line by land of John Contreas et al and land of John J. Smith et al two hundred fifty eight and 80/100 (258.80) feet;

EASTERLY: by land of George W. Laskey, Jr. one hundred (100.00) feet;

NORTHERLY: by land of George W. Laskey, Jr. one hundred seventy four (174.00) feet;

NORTHEASTERLY: by the line of Mario Drive thirty nine and 52/100 (39.52) feet;

EASTERLY: by the line of Mario Drive and Loomis Street twenty four and 08/100 (24.08) feet.

Said Parcel is shown as Lot 40, Sheet 1, on Plan No. 19107D.

For title reference see Deed recorded with the Land Registration Office as Document No. 677104, and being Certificate of Title No. 173013.

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SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	PHASE I UNITS ONLY		IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
			AREA IN SQUARE FEET IN EACH UNIT (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS (PHASE I ONLY)		
101-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,065	First Floor Corridor	1.47%	
102-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,066	First Floor Corridor	1.47%	
103-A	First Floor	LR, BR, 11/2B, K, DA, S, CL	887	First Floor Corridor	1.07%	
104-A	First Floor	LR, BR, 11/2B, K, DA, S, CL	891	First Floor Corridor	1.07%	
105-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,036	First Floor Corridor	1.37%	
106-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,067	First Floor Corridor	1.37%	
107-A	First Floor	LR, 2BR, 2B, K, S	813	First Floor Corridor	0.99%	
108-A	First Floor	LR, 2BR, 2B, K, S	1,008	First Floor Corridor	1.37%	
109-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%	

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SCHEDULE A TO THE MASTER DEED OF  
THE BDRIRAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 2 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	COMMON PROPORTIONATE INTEREST IN THE COMMON ELEMENTS (PHASE I ONLY)
110-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
111-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
112-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
113-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
114-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
115-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
116-A	First Floor	LR, 2BR, 2B, K, DA, CL	1,097	First Floor Corridor	1.37%
117-A	First Floor	LR, 2BR, 2B, K	1,006	First Floor Corridor	1.37%

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SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE 1 UNITS ONLY

(PAGE 3 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE 1 (PHASE 1 ONLY)
118-A	First Floor	LR, 2BR, 2B, K	824	First Floor Corridor	0.99%
119-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,032	First Floor Corridor	1.37%
120-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,067	First Floor Corridor	1.37%
121-A	First Floor	LR, 2BR, 1/2B, K, DA, S, CL	887	First Floor Corridor	1.07%
122-A	First Floor	LR, BR, 1 1/2B, K, DA, S, CL	887	First Floor Corridor	1.07%
123-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,068	First Floor Corridor	1.47%
124-A	First Floor	LR, 2BR, 2B, K, DA, S, CL	1,068	First Floor Corridor	1.47%
201-A	Second Floor	LR, 2BR, 2B, K, DA, S, CL	1,065	Second Floor Corridor	1.47%

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SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 4 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON PROPORTIONATE ELEMENT TO WHICH INTEREST IN THE UNIT HAS ACCESS BUILDING A (1) (PHASE I ONLY)
202-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,065	Second Floor Corridor 1.47%
203-A	Second Floor LR, BR, 11/2B, K, DA, S, CL		887	Second Floor Corridor 1.07%
204-A	Second Floor LR, BR, 11/2B, K, DA, S, CL		887	Second Floor Corridor 1.07%
205-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,036	Second Floor Corridor 1.37%
206-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,032	Second Floor Corridor 1.37%
207-A	Second Floor LR, BR, B, K, DA, S, CL		937	Second Floor Corridor 1.21%
208-A	Second Floor LR, 2BR, 2B, K, CL		984	Second Floor Corridor 1.24%
209-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,097	Second Floor Corridor 1.37%

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23-37

SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

PAGE 5 -- CONTINUED

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
210-A	Second Floor	LR, 2BR, 2B, K, DA, S, CL	1,082	Second Floor Corridor	1.37%
211-A	Second Floor	LR, 2BR, 2B K, DA, S, CL	1,097	Second Floor Corridor	1.37%
212-A	Second Floor	LR, 2BR, 2B K, DA, S, CL	1,097	Second Floor Corridor	1.37%
213-A	Second Floor	LR, 2BR, 2B K, DA, S, CL	1,097	Second Floor Corridor	1.37%
214-A	Second Floor	LR, 2BR, 2B K, DA, S, CL	1,097	Second Floor Corridor	1.37%
215-A	Second Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Second Floor Corridor	1.37%
216-A	Second Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Second Floor Corridor	1.37%
217-A	Second Floor	LR, BR, B, K DA, S, CL	937	Second Floor Corridor	1.21%

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24-23

SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MARDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 6 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
218-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,097	Second Floor Corridor	1.37%
219-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,084	Second Floor Corridor	1.37%
220-A	Second Floor LR, 2BR, 2B, K, S, CL		947	Second Floor Corridor	1.24%
221-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,032	Second Floor Corridor	1.37%
222-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,030	Second Floor Corridor	1.37%
223-A	Second Floor LR, BR, 11/2B, K, DA, S, CL		887	Second Floor Corridor	1.07%
224-A	Second Floor LR, BR, 11/2B, K, DA, S, CL		887	Second Floor Corridor	1.07%
225-A	Second Floor LR, 2BR, 2B, K, DA, S, CL		1,068	Second Floor Corridor	1.47%

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25-33

SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 7 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	COMMON PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
226-A	Second Floor	LR, 2BR, 2B, K, DA, S, CL	1,068	Second Floor Corridor	1.47%
301-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,065	Third Floor Corridor	1.47%
302-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,065	Third Floor Corridor	1.47%
303-A	Third Floor	LR, BR, 1 1/2B, K, DA, S, CL	887	Third Floor Corridor	1.07%
304-A	Third Floor	LR, BR, 1 1/2B, K, DA, S, CL	887	Third Floor Corridor	1.07%
305-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,086	Third Floor Corridor	1.37%
306-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,032	Third Floor Corridor	1.37%
307-A	Third Floor	LR, BR, B, K, DA, S, CL	1,003	Third Floor Corridor	1.31%

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26-33

SCHEDULE A TO THE MASTER DEED OF  
 THE BRIAR HILL CONDOMINIUM  
 MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 8 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE UNIT IN PHASE I (PHASE I ONLY)
308-A	Third Floor	LR, 2BR, 2B, K, CL	984	Third Floor Corridor	1.24%
309-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
310-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,082	Third Floor Corridor	1.37%
311-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
312-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
313-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
314-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
315-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%

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27-32

SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 9 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
316-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
317-A	Third Floor	LR, BR, B, K, DA, S, CL	1,001	Third Floor Corridor	1.31%
318-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,097	Third Floor Corridor	1.37%
319-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,084	Third Floor Corridor	1.37%
320-A	Third Floor	LR, 2BR, 2B, K	947	Third Floor Corridor	1.24%
321-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,086	Third Floor Corridor	1.37%
322-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,030	Third Floor Corridor	1.37%
323-A	Third Floor	LR, 1BR, 11/2B, K, DA, S, CL	887	Third Floor Corridor	1.07%

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24-33

SCHEDULE A TO THE MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

PHASE I UNITS ONLY

(PAGE 10 - CONTINUED)

UNIT DESIGNATION (1)	UNIT LOCATION (1)	NUMBER OF ROOMS IN UNIT (2)	AREA IN SQUARE FEET IN EACH UNIT (1)	IMMEDIATE COMMON ELEMENT TO WHICH UNIT HAS ACCESS BUILDING A (1)	PROPORTIONATE INTEREST IN THE COMMON ELEMENTS IN PHASE I (PHASE I ONLY)
324-A	Third Floor	LR, 1BR, 11/2B, K, DA, S, CL	887	Third Floor Corridor	1.07%
325-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,068	Third Floor Corridor	1.47%
326-A	Third Floor	LR, 2BR, 2B, K, DA, S, CL	1,068	Third Floor Corridor	1.47%

1. All Unit designations, Unit locations, number of rooms in a Unit, Unit Areas and immediate common elements to which a Unit has access are also set forth on the Plans filed and registered herewith this Master Deed.

2. L = Livingroom, BR = Bedroom, B = Bathroom, K = Kitchen, DA = Dining Area, S = Study, CL = Closet

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SCHEDULE B TO MASTER DEED OF  
THE BRIAR HILL CONDOMINIUM  
MALDEN, MASSACHUSETTS

COMMON ELEMENT FACTORS UPON COMPLETION OF  
PHASE II FOR A TOTAL OF 142 UNITS

Each Unit shall be entitled to the undivided interest in the Common Elements in the percentages set forth below upon the completion of Phase II and filing and registration of the amendment to the Master Deed in accordance with Sections 10, 12 and 13 of the Master Deed.

<u>UNIT DESIGNATION</u>	<u>UNIT INTEREST IF PHASE II IS COMPLETED</u>
PHASE I UNITS:	
101-A	.792%
102-A	.792%
103-A	.603%
104-A	.603%
105-A	.736%
106-A	.736%
107-A	.529%
108-A	.736%
109-A	.736%
110-A	.736%
111-A	.736%
112-A	.736%
113-A	.736%
114-A	.736%
115-A	.736%
116-A	.736%
117-A	.736%
118-A	.529%
119-A	.736%
120-A	.736%
121-A	.603%
122-A	.603%
123-A	.792%
124-A	.792%
201-A	.792%
202-A	.792%

29-33

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203-A .603%  
204-A .603%  
205-A .736%  
206-A .736%  
207-A .604%  
208-A .669%  
209-A .736%  
210-A .736%  
211-A .736%  
212-A .736%  
213-A .736%  
214-A .736%  
215-A .736%  
216-A .736%  
217-A .604%  
218-A .736%  
219-A .736%  
220-A .669%  
221-A .736%  
222-A .736%  
223-A .603%  
224-A .603%  
225-A .792%  
226-A .792%  
301-A .792%  
302-A .792%  
303-A .603%  
304-A .603%  
305-A .736%  
306-A .736%  
307-A .659%  
308-A .669%  
309-A .736%  
310-A .736%  
311-A .736%  
312-A .736%  
313-A .736%  
314-A .736%  
315-A .736%  
316-A .736%  
317-A .659%  
318-A .736%  
319-A .736%  
320-A .669%  
321-A .736%

PAGE SB - 2

36-33

322-A	.736%
323-A	.603%
324-A	.603%
325-A	.792%
326-A	.792%

PHASE II UNITS:

101-B	.792%
102-B	.792%
103-B	.736%
104-B	.736%
105-B	.611%
106-B	.736%
107-B	.552%
108-B	.552%
109-B	.736%
110-B	.736%
111-B	.792%
112-B	.792%
113-B	.732%
114-B	.560%
115-B	.577%
116-B	.577%
117-B	.577%
118-B	.792%
119-B	.792%
120-B	.603%
121-B	.611%
201-B	.792%
202-B	.792%
203-B	.736%
204-B	.736%
205-B	.603%
206-B	.736%
207-B	.489%
208-B	.603%
209-B	.603%
210-B	.736%
211-B	.732%
212-B	.736%
213-B	.792%
214-B	.792%
215-B	.560%
216-B	.736%

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31-33

224630

217-B	.489%
218-B	.736%
219-B	.603%
220-B	.736%
221-B	.603%
222-B	.792%
223-B	.792%
301-B	.792%
302-B	.792%
303-B	.736%
304-B	.736%
305-B	.603%
306-B	.736%
307-B	.489%
308-B	.898%
309-B	.898%
310-B	.732%
311-B	.736%
312-B	.792%
313-B	.792%
314-B	.560%
315-B	.736%
316-B	.489%
317-B	.736%
318-B	.603%
319-B	.736%
320-B	.603%
321-B	.792%
322-B	.792%

251000

Total Units: 142

100%

32.33

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DOCUMENT NO 724630

33-33

BRIAR HILL  
CONDO  
MALDEN  
2 PHASES (142 UNITS)

30. MIDDLESEX LAND COURT REGISTRY DISTRICT RECEIVED FOR REGISTRATION	
AT	3 H 0 M P M
OCT 15 1986	
NOTED ON CERT. NO.	173013
REG. BK.	995
PAGE	63
CLERK	JOHN F. ZAMPARELLI ASSISTANT RECORDER

TRANSFER CERTIFICATE OF TITLE ISSUED  
AND TRANSCRIBED INTO REGISTRATION  
BOOK C/6 PAGE C-137  
CERTIFICATE NO. C-137  
MIDDLESEX SOUTH REGISTRY DISTRICT

pdl 25.00  
 Condo plan 10.00  
 35.00  
 floor plan 120.00  
 155.00

L - J J