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2015 00045891

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Recorded: 06/05/2015 12:12 PM

ATTEST: Francis M. Roache, Register
Suffolk County Registry of Deeds

**MASTER DEED
DAHLGREN HALL CONDOMINIUM**

309 E STREET
SOUTH BOSTON, MASSACHUSETTS 02127

Dahlgren Hall, LLC, a Massachusetts limited liability company (hereinafter referred to as the "Declarant"), being the owner of the land at 309 E Street, South Boston, Suffolk County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land.

The land is shown on a Site Plan of the Dahlgren Hall Condominium entitled "Condominium Site Plan, 309 E Street, So. Boston, MA for Dahlgren Hall Condominium drawn by Civil Environmental Consultants L.L.C., signed by Bruce P. Eaton, Professional Land Surveyor dated May 26, 2015 and to be recorded herewith. The land is also described as follows:

Stuart T. Schrier, Esq.
Schrier & Associates, P. C.
1005 Dorchester Avenue
Boston, Massachusetts 02125

1 (7)

Plan

Book

2015

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The land in that part of Boston called South Boston, in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY by the southeasterly line of E Street, sixty (60) feet;

NORTHEASTERLY by the southwesterly line of Silver Street, one hundred fifty-one (151) feet;

SOUTHEASTERLY by land now or formerly of Charles J. Glynn, sixty (60) feet; and

SOUTHWESTERLY by lands of sundry adjoining owners as shown on the plan hereinafter mentioned, one hundred fifty-one (151) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by W.R. Luby, Surveyor, dated December 14, 1945, as modified and approved by the Court, filed in the Land Registration Office as Plan No. 19666-A, a copy of a portion of which is filed with Certificate of Title No. 50285.

Subject to an easement from Dahlgren Hall LLC to **362 W 4th LLC** for the use of parking spaces 1A, 1B, 1C and 18.

Being the same premises conveyed in a deed from Charles J. Famolare and Nancy E. Famolare to Dahlgren Hall LLC which is dated September 29, 2013 and filed with the Land Court Registry District as Document 824292 and shown on Certificate of Title 130476 in Book 648, Page 76.

See **Voluntary Withdrawal of Land** from the Registration System, **Land Court Docket 15 SBQ 19666 05 - 001**

2. Description of Buildings

There is one building (hereinafter referred to as "the Building") located on the land above described containing a garage on the first floor and eighteen (18) residential units on the second, third and fourth floors. The Building is constructed primarily of **wood**. The foundation of the Building is primarily of concrete. The Building is located at 309 E Street, South Boston, Suffolk County, Massachusetts. The building contains four stories. The roof

is made primarily of **rubber**.

3. Description of Units.

The designation of each Condominium unit (the "Units") in the Buildings, a statement of its location, approximate area, number of rooms, the immediate common area to which it has access, and its proportionate interest in the common areas and facilities, are set forth on Schedule A annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

(a) Floors: The plane of the upper surface of the sub-floor facing such Unit.

(b) Ceilings: Except for Units 41, 42, 43, 44, 45, and 46, the plane of the lower surface of the ceiling joists or furring facing such Unit. With respect to Units 41, 42, 43, 44, 45, and 46, the plane of the bottom surface of the roof joists but not including the structural portion of the roof (which shall remain part of the common elements).

(c) Interior Walls: The plane of the interior surface of the wall studs or furring facing such Unit.

(d) Exterior Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frame.

(e) All hallways, stairways and landings serving more than one unit as a primary or secondary means of egress are common area.

4. Description of Common Areas and Facilities.

The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

(a) The land above described, 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 footings, foundation, basement, structural columns, girders, beams, supports, exterior walls, interior supporting walls, roof, entrances and exits of the Buildings, and common walls within the Buildings.

(c) The entrance lobbies, halls and corridors, stairways, fire escapes, machine rooms, and mailboxes serving more than one Unit. All hallways, stairways and landings serving more than one unit as a primary or secondary means of egress are common area;

(d) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing the unit it is contained within or equipment in the common areas that services only one unit).

(e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of; utility services or waste removal contained in the common areas which service more than one unit or which are contained in portions of any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained.

(f) The yards, lawns, gardens, driveways, roads, parking area, garage, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters provided, however, that certain of the Unit Owners may have an easement for the exclusive use of certain areas of the yard as shown on the site plan. In the event that fire regulations, building or zoning laws require changes to facilitate proper egress then any exclusive easements may be modified from time to time by the Trustees of **Dahlgren Hall Condominium Trust** to allow proper egress from each unit.

(g) All fire alarm systems, sprinkler systems, elevators, heating equipment, cooling equipment and other apparatus and installations existing in the Condominium for the common use, or necessary or

convenient for the existence, maintenance or safety of the Buildings (except such equipment as services a single unit).

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

(i) The owners of each unit shall have easements to maintain the utility equipment in the areas shown on the plan. If such utility equipment is necessary or convenient for such unit but not shown on the plan the Trustee's will designate the area or areas where such utility equipment shall be located.

(j) Unit Owners may have an easement for the exclusive use of parking spaces which may be assigned in Exhibit "A" or in the first deed out from the developer. Parking spaces which are specifically assigned to a unit in Exhibit "A" shall be appurtenant to the unit. Parking spaces which are not assigned in Exhibit "A" may be sold separately by the developer to any unit owner and then may only be owned by unit owners and may not be sold to anyone who does not own a unit in the building. **The four parking spaces that are subject to an easement prior to the Master Deed are exempt from the requirement that parking spaces may only be owned by unit owners.**

5. Floor Plans

Simultaneously with the recording hereof, there has been recorded with Suffolk County Registry of Deeds a set of plans of the Building, showing the building, exclusive easements, parking and floor plans entitled "Dahlgren Hall Condominium", 309 E Street, South Boston, Massachusetts drawn by **RCA, LLC.**, consisting of six sheets including the Basement Plan, Ground Floor Plan, Second Floor Plan, Third Floor Plan, Fourth Floor Plan and Penthouse Floor Plan, showing the layout, location, Unit numbers and dimensions of the Units, and stating the name of the Condominium, and bearing the verified statement of Ronald P. Boretti, Registered Architect, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built.

6. Use of Building and Units.

The Units are intended primarily for use for residential purposes. No other primary use may be made of any Unit. The Units and the Common Elements may be used only for such ancillary uses as may be permitted by the applicable building and zoning regulations.

7. Amendment of Master Deed.

(a) This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to seventy-five (75%) percent of the undivided interests in the common elements and facilities; and (ii) signed and acknowledged in proper form for recording by not less than fifty-one (51%) percent (except in cases where a higher percentage is required by the Bylaws of the Condominium Trust) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (iii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Condominium Trust; and (iv) duly recorded in the **Suffolk Registry of Deeds**, provided however, that;

(b) The date on which any such instruments amending this Master Deed is first signed by a Unit Owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the **Suffolk Registry of Deeds** within six (6) months after such date; and

(c) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be altered without the consent of all Unit Owners whose percentages of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and

(d) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and

(e) No instrument of amendment that alters the rights of the owners of exclusive easements shall be of any force

or effect unless the same has been signed and acknowledged in proper form for recording by the owner or the owners of easements so affected, respectively; and

(f) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

(g) Notwithstanding any other provisions of this Section, no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 13 of the Bylaws of the Condominium.

(h) No instrument of amendment that alters the rights of the owners of four parking spaces that are subject to the easement prior to the Master Deed shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or the owners of the parking easements so affected.

8. Name of Condominium.

The Condominium is to be known as "**Dahlgren Hall Condominium**". A trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "**Dahlgren Hall Condominium Trust**". The mailing address of the Trust is 309 E Street, South Boston, Massachusetts 02127. The name of the initial Trustee of the Trust is **Michael McGough**. The Declaration of Trust contains by-laws enacted pursuant to said Chapter 183A.

9. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all of the Units on this date. Two Units are subject to Affordable Housing Restrictions. The effect of the restriction on the fair value of those units has been taken into account when determining the percentage interest of each unit.

10. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now 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 of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a 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 such Building stands.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits,
Public Utility Lines, and other Common Elements
Located Inside of Units.

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations there from, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Units Subject to Master Deed, Unit Deed,
Declaration of Trust, and Rules and Regulations.

All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Condominium as set forth in Paragraph 1 above. The recordation of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the Rules and Regulations, annexed to the

Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, 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 the 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 this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Sale, Rental and Mortgaging of Units.

(a) The Declarant reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage unsold Units to any purchaser, lessee or mortgagee upon such terms and conditions as they may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing unsold Units, provided, however, that the exercise of any of the rights described in (b) and (c) above by the Declarant shall in no way interfere with the rights of any other unit owners. In the event that there are unsold Units, the Declarant shall have the same rights and obligations, as owner of unsold Units, as any other Unit Owner. Units may be owner occupied, leased or rented provided, however, that any and all tenants shall be provided a copy of the Master Deed, Condominium Trust and By-Laws and each rental agreement or lease shall always be subject to the Condominium Documents. All Rental Agreements shall be in writing and copies of each rental agreement shall be provided to the Trustee or Trustees. No rental agreement shall in any event be for a rental period of less than 6 months, it being understood and agreed that the property is not to be used as a hotel, motel or for short term rentals.

(b) In the event of any default or violation of the provisions of Section 13, the Trustees shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:

- (i) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit at such address as then appears on the records of Trust, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
- (ii) If the default continues for ten (10) days after the giving of said notice, then the Trustees shall give written notice of the continuing default to both the tenant and the Unit Owner indicating that they plan to levy fines and/or proceed with termination of the tenancy. If the default continues for five (5) days after the giving of the second notice, then the Trustees shall have the right to terminate the tenancy by giving notice to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit

Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both. The Unit Owner and/or the tenants shall have the right to defend any summary process action.

(iii) All of the expenses of the Trust in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals there from, shall be entirely at the expense of the owner of the affected unit, provided that the Trustees have prevailed in said action, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.

(c). The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provision of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

14. Invalidity.

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity 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.

15. 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.

16. 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.

17. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated herein conflict with the provisions of said statute, the provisions of said statute shall control.

18. 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 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:

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

(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 except as provided under State Law;

(d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law;

(e) A lien for common expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(f) Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual units at the condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;

(ii) Change the pro-rata interest or obligation 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; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(iii) Partition or subdivide any Unit;
or

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of General and Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided that the granting of rights by the Trustees of the Condominium Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to the rights reserved in this Master Deed; or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the Condominium.

(g) To the extent permitted by law, 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;

(h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(i) An institutional first mortgage lender, upon request to the Trustees of the Condominium Trust, will be entitled to:

(i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) Inspect the books and records of the Condominium Trust at all reasonable times;

(iii) Receive (at its own expense, if the condominium contains less than 50 units) an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings;

(v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

(vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained

by the Trust; and

(vii) Receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarants intend that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and The Federal National Mortgage Association, HUD, FHA and VA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this section may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Registry of Deeds in accordance with the requirements of this Master Deed.

Witness our hands and seals this 2nd day of June, 2015.

Dahlgren Hall, LLC
By

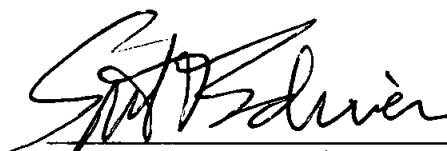


Michael McGough, Manager

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this the 2nd day of June, 2015, before me, the undersigned Notary Public, personally appeared the above named Michael McGough, proved to me through satisfactory evidence of identity, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager of Dahlgren Hall, LLC.



Stuart T. Schrier

Notary Public

My Commission Expires December 2, 2016

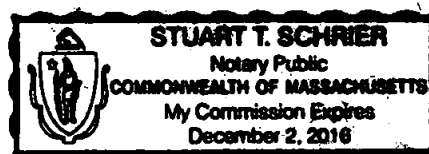
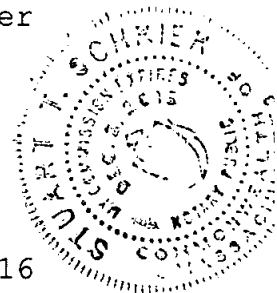


Exhibit A

Unit No. Proportionate Interest
Location, Approximate Area (s.f.)
Number of Rooms, Immediate Common Area to which Has Access

Dahlgren Hall Condominium Exhibit "A"

Unit #	Floor	Total Unit Square Feet	Unit Inclusions	Excl. Balcony S.F.	Exclusive Use Storage S.F.	Parking Space	Percentage Interest
21	2	1,425	K, L/D, 2BD, 2B	47	142	3	7.00%
22	2	1,203	K, L/D, 2BD, 2B	48	128	7	6.00%
23	2	1,132	K, L/D, 2BD, 2B	48	174	14	5.40%
24	2	948	K, L/D, 1BD, 1B	48	n/a	15	4.60%
25	2	1,237	K, L/D, 2BD, 2B	47	186	12	6.00%
26 Aff	2	1,204	K, L/D, 1BD, 1B	45	82	NONE	2.50%
31	3	1,425	K, L/D, 2BD, 2B	47	168	8	7.10%
32	3	1,202	K, L/D, 2BD, 2B	48	169	6	5.60%
33	3	1,132	K, L/D, 2BD, 2B	48	152	TBD	5.40%
34 Aff	3	802	K, L/D, 1BD, 1B	48	58	NONE	2.00%
35	3	1,237	K, L/D, 2BD, 2B	47	155	13	6.10%
36	3	1,349	K, L/D, 2BD, 2B	45	154	TBD	6.30%
41	4	1,425	K, L/D, 2BD, 2B	47	157	2	7.50%
42	4	1,202	K, L/D, 2BD, 2B	48	154	4	6.00%
43	4	1,132	K, L/D, 2BD, 2B	48	160	TBD	5.40%

44	4	802	K, L/D, 1BD, 1B	48	135	11	4.20%
45	4	1,237	K, L/D, 2BD, 2B	47	274	19	6.10%
46	4	1,349	K, L/D, 2BD, 2B	45	158	5	6.80%

TOTAL

21,443

100.00%

Key: K=Kitchen; L/D=Living/Dining Area; BD=Bedroom; B=Bathroom
 Aff= Affordable Unit

City of Gastonia
 \$8,500 - has been paid with respect to the 18 units of the condominium described in this master deed. 1 lots in the consolidation contained on this consolidation plan. 1 lots of the subdivision contained in this subdivision plan.
 ASST. *Michael Ketterlin*