DECLARATION OF CONDOMINIUM

POOLSIDE CONDOMINIUM

Stanmar, Inc., a Massachusetts corporation with an usual place of business in Sudbury, Middlesex County, Massachusetts ("Stanmar"), being the sole owner of the land on Woodrun Road, in the Town of Cambridge, County of Lamoille, State of Vermont, described in Paragraph (1) of this Declaration (the "Land"), by executing and recording this Declaration does hereby submit the land together with the building thereon and all other improvements and structures now or hereafter constructed thereon, and all easements, rights and appurtenances now or hereafter belonging thereto (collectively the "Property") to the provisions of Title 27, Chapter 15 (§1301-1329) of the Vermont Statutes Annotated, Act No. 228-1967 Adjourned Session, ("the Condominium Ownership Act" or "the Act") and does hereby create with respect to the foregoing a condominium to be known as the Poolside Condominium and to be governed by the terms of the Condominium Ownership Act, as the same may be amended from time to time, and managed and regulated by an Association of Apartment Owners (the "Association") in accordance with the provisions of the Act, this Declaration and the By-Laws annexed hereto (the "By-Laws"). Words and phrases defined in the Act shall have the same definition when used in this Declaration, the By-Laws and any administrative rules adopted thereunder, (the "Administrative Rules"), if the context permits.

(1) Description of the Land:

A certain parcel of land in Madonna Village, so-called in the Town of Cambridge, Lamoille County, Vermont, described as follows, via:

Beginning at an iron pipe located at the intersection of the sidelines of Brewster Road and Morse Road in said Madonna Village; thence proceeding N35°07'W along the easterly sideline of Morse Road a distance of 23.56 feet to an iron pipe; thence continuing northerly along the curved sideline of Morse Road a distance of 101.44 feet to an iron pipe; thence turning to the right and proceeding S60°31'E a distance of 162.24 feet to an iron pipe; thence turning to the right and proceeding S30°43'00"E a distance of 122.93 feet to an iron pipe located on the northerly sideline of Woodrun Road; thence turning to the right and proceeding westerly along the curved sideline of Woodrun Road a distance of 13.55 feet to an iron pipe; thence proceeding S59°17'W along the northerly sideline of Woodrun Road a distance 55.00 feet to an iron pipe; thence proceeding S60°31'W along the northerly sideline of Brewster Road a distance of 60.00 feet to an iron pipe; thence continuing westerly along the curved sideline of Brewster Road a distance of 29.45 feet to the point of beginning.

The above described parcel contains approximately 20,003 square feet.

Reference is made to a property plan entitled "Madonna Village Inc., Property Survey, Lot CC-1" and recorded in the Cambridge Land Records in Book of Maps, Page 39.

Subject to and with the benefit of as the case may be, rights, easements, provision, exceptions, reservations and covenants set forth in Deed from Madonna Village Inc., to Stanmar, Inc., dated September 20, 1972 and recorded with the Cambridge Land Records Book 49, Page 236A, to which Deed reference is made for Stanmar's title.

(2) <u>Description of Building:</u>

The building to be erected on the Land ("the building") will be of wood frame construction on a concrete foundation. The Building will have three (3) stories including a ground level which will be in part below grade on the rear or northerly side. It will be divided into six (6) units (individually a "Unit") and collectively the "Units"), designated as Units A, B, C, D, E, and F, on Plans entitled: "Poolside Condominium, Madonna Village, Cambridge, Vt." numbered U1, 1, 2 and 3 and drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Mass., dated 7-19-72, recorded with said Land Records in Maps 43a and following "Madonna Village, Inc., Jeffersonville, Vermont Property Survey CC 1" drawn by Donald L. Hamlin Consulting Engineers, Inc., Essex Junction, Vermont, dated 7-72, revised 12-8-72, recorded with said Land Records in Maps 43e. Each Unit will contain two (2) apartments (individually an "Apartment" and collectively the "Apartment"); a single-story Apartment on the ground floor level (Apartment P1, P3, P5, P7, P9 and P11) and a duplex Apartment comprised of the first and second floors (Apartment P2, P4, P6, P8, P10 and P12). Each Unit will have stairs, an entrance deck, storage space, and an entrance foyer on the northerly or rear side of its first floor. There will be an exterior deck or balcony on the first-floor level at the front or southerly side of each unit. The exterior of the Building will be of cypress siding with asphalt-shingle roof. There will be no basement.

(3) <u>Description of Apartments</u>.

The Apartment number of each Apartment and a statement of its location, approximate area, number of rooms and the immediate Common Areas to which it has access and other descriptive specifications are set forth in the schedule attached hereto as Exhibit "I". The boundaries of each Apartment with respect to the floors, ceiling and walls, doors and windows thereof are as follows:

- a. Floors: The upper surface of the subflooring, which in the case of the first and second floors will be of plywood and in the case of the ground floors, of concrete.
- b. Ceiling: With respect to the ground and first floors, the plane of the lower surface of the floor joists of the floor above; with respect to the second floor, the plane of the lower surface of chords of the roof trusses.
- c. Exterior building Walls, Doors and Windows: (i) as to exterior building walls, the plane of the interior surface of the wall studs or wall strapping, as the case may be, (ii) as to the doors, the exterior surface thereof, and (iii) as to windows and glass sliding doors, the exterior surface of the glass and of the window or door frames, as the case may be.
- d. Interior Building Walls: The planes of the interior surfaces of the wall studs.
- e. Balconies: Notwithstanding paragraph 3(c), the balconies located on the first floor front of each Unit, measured from their exterior surfaces and including any railings or balustrades forming a part thereof shall be included as a part of the duplex Apartment in each Unit.

There shall also be included as a part of each Apartment (i) all recessed lighting fixtures, vent fans, electrical switches and other electrical appliances set into the walls and ceilings of such Apartment, (ii) all parts of the electrical system of the Building serving such Apartment exclusively commencing with the apartment load center, so-called, and (iii) all parts of other utility systems, including but not limited to sewage, hot and cold water, telephone and cable TV systems serving such Apartment exclusively and all appliances and fixtures connected thereto

which serve such Apartment exclusively whether or not within the boundaries of such Apartment as otherwise described.

There shall be included as a part of the duplex Apartment in each Unit the metal flue leading from the first floor through the ceiling of the first and second floors and the roof of the Building; said flue to be measured from its interior surfaces.

There shall be included as part of each Apartment that portion of the entrance foyer inside of the exterior door leading to the common entrance deck, measured, in terms of its walls, floor, ceiling, doors and roof, in the same manner as the remaining portions of the Apartment.

(4) <u>Maintenance of Apartments</u>:

Maintenance, repair and replacement of individual Apartments shall be the obligation of the respective Apartment Owners, subject to the provisions of the Act an of Article VIII of the By-Laws.

(5) Common Areas and Facilities.

The Common Areas and Facilities consist of the following:

- (a) The Land, subject to and with the benefit of, as the case may be, all rights easements, restrictions, covenants and agreements of record insofar as the same may now or hereafter be in force or applicable.
- (b) The concrete pad and foundations of the Building, structural posts, beams and supports, exterior building walls, any common walls, the entire area above the plane formed by the lower surface of the roof truss chords and the entire roof and all roof trusses whether above or below said plane.
- (c) Installations of electrical, sewerage, hot and cold water, telephone, cable TV and other utility systems to the extent that the same have not hereinbefore specifically been made a part of the respective Apartments, and all conduits, chutes, ducts, vents, plumbing, wiring and other facilities for the furnishing of utility services, which although contained within an Apartment, do not serve such Apartment exclusively.
- (d) The yards, lawns, gardens, walk-ways, parking areas and other improvements thereon, and thereof, which may, from time to time exist on the Land.
- (e) Any part of, or area within the Property not herein expressly made a part of an Apartment or of a Limited Common Areas or Facility as hereinafter defined.

(6) Limited Common Areas and Facilities.

The Limited Common Areas and Facilities consist of the following:

- (a) Those portions of the exterior entrance deck and stairs located at the rear or northerly side of each Unit and of the entrance foyer formed by the partial enclosure of said entrance deck measured from their exterior surfaces, which are not made a part of the respective Apartments which they serve as the same are defined in Paragraph (3) of this Declaration, and
- (b) The storage closet on each such entrance deck, measured from the interior surfaces thereof. The use of said area is reserved to the Owners of two (2) Apartments located in the Unit to which said entrance deck and foyer appertain.

(7) <u>Unity of Common Areas and Facilities:</u>

The Common Areas and Facilities and the Limited Common Areas and Facilities shall remain undivided. No Apartment Owner or any other person may bring any action for petition or division of any part thereof unless the Property has been removed from the provisions of the Act.

(8) Maintenance of Common Areas and Facilities:

Maintenance, repair and replacement of the Common Areas and Facilities and of the Limited Common Areas and Facilities and the making of any additions or improvements thereto shall be carried out by the Association through its Board of Directors, as provided in this Declaration and the By-Laws. The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Apartment from time to time during reasonable hours, for the purpose of maintaining, repair or replacement of any of the Common Areas and Facilities and Limited Common Areas and Facilities therein or accessible therefrom, and at any time for the purpose of making emergency repairs necessary to prevent damage to said Areas and Facilities, to such Apartment itself, or to any other Apartment or Apartments.

(9) Value of Property and the Apartment, Percentage of Undivided Interest:

The value of the Property and of each Apartment and the percentage of undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities appertaining to each Apartment and its owner for all purposes, including voting purposes, is set forth in the schedule attached hereto as Exhibit "II". The respective percentage of undivided interest in said Areas and the Facilities shall not be separated from the Apartment to which they appertain and shall run with any interest in said Apartment conveyed or encumbered even though not expressly mentioned or described in the instrument conveyed or encumbering the same.

(10) <u>Purposes and Restrictions</u>:

The Building and the Apartments therein are to be used solely for residential purposes, subject to restrictions, rules and regulations set forth in this Declaration or incorporated by reference, in the By-Laws and in the Administrative Rules, as all of the same may, from time to time, be amended.

(11) <u>Association of Apartment Owner, Board of Directors, Initial Directors:</u>

- (a) The Association shall be composed of all of the Apartment Owners of the Poolside Condominium, acting as a group in accordance with the Act, this Declaration, the By-Laws and Administrative Rules.
- (b) The rights, powers and obligations of the Association to the extent permitted by law and in accordance with the provisions of this Declaration, the By-Laws and the Administrative Rules shall be exercised and enforced by a Board of Directors (collectively the "Board of Directors"; individually a "Director") elected in accordance with the provisions of the By-Laws. The Board of Directors may, to the extent permitted by law, delegate some or all of these rights, powers and obligations to a manager (the "Manager") of its selection.
- (c) Initial Directors: Stanmar, as the sole owner of the property hereby appoints:

Peter Phillips Stanmar, Inc.
Phillip Coyle c/o Boston Post Road
Robert Mulcahy Sudbury, Mass.

to act as Initial Directors until such time as a Board of Directors shall be elected and qualified as provided in the By-Laws. The Initial Directors shall have an exercise all of the rights, powers and obligations of the Board of Directors. Stanmar may remove or replace, from time to time, any Initial Directors appointed hereunder and appoint his successor until such time as the Board of Directors shall be elected and qualified as aforesaid, by notice thereof in writing signed by an Officer of Stanmar recorded with the Land Records of the said Town of Cambridge.

(12) Personal Liability of Directors and Apartment Owner; Indemnification:

Except as otherwise provided herein, in the By-Laws, or by law, neither the Directors or the Manager nor their agents or employees shall have power to bind the so personally, and all Apartment Owner, and all persons or corporations or other entities extending credit to, contracting with, or having any claim against the Directors or the property of the Association shall look only to the funds and property of the Association for payment of such obligations or claims to the end that neither the Directors nor the Apartment Owner shall ever be personally liable therefor, except as specifically provided in this Declaration, in the By-Laws or by Law. A Director as such, shall be liable only for his own willful breach of duty, and no Director shall be liable except for his own acts. One or more Directors may, prior to taking any action required or permitted to be taken by him or them, demand and receive indemnification or security for the same from the Association in a form reasonably satisfactory to him or them. Except where a Director has willfully breached his duty hereunder, he shall be entitled to indemnify both from the Association property and by the Apartment Owner against any liability incurred by him in the execution of his duties hereunder, including, but not limited to, liabilities in contract, tort, and for damages, penalties and fines.

In every note or contract for the payment of money borrowed by, and in every other written contract of the Association, it shall be the duty of the Directors, the Manager, if any, and any agent expressly to stipulate that neither the Directors, as such or as officers of the Association nor any Manager or agent, nor the Apartment Owner shall be held to any personal liability under or by reason thereof provided, however, that the failure to include such a provision shall not of itself invalidate any such document nor result in any personal liability to the Directors or Apartment Owner or any such Manager or agent.

(13) <u>Directors' Compensation</u>.

The Directors shall not be entitled to compensation for their services as Directors but shall be reimbursed for all reasonable out-of-pocket expenses incurred for the benefit of this Condominium.

(14) Amendment of By-Laws and Declaration:

The Directors may from time to time alter or amend this Declaration, or the By-Laws annexed hereto in any respect permitted by law by written instrument signed and acknowledged by all of the Directors then serving and assented to in writing by seventy-five (75%) percent in interest of the Apartment Owners, at a meeting duly called for such purpose or at the Annual Meeting if notice of a proposed amendment is duly given in the call therefor. Without otherwise limiting the generality of the foregoing, the undivided proportionate beneficial interest in the Common Areas and Facilities of any Apartment Owner or his rights in any Limited Common Areas shall not be changed without the consent of all Apartment Owner expressed in an amended

Declaration duly recorded as aforesaid. No such amendment to this Declaration or the By-Laws shall affect any person other than the Directors or Apartment Owner, not having actual notice thereof until recorded in like manner as this Declaration.

(15) <u>Directors</u>, Apartment Owner, etc. <u>Dealing with Association</u>.

Any Directors, Apartment Owner, Officer, Manager or agent of the Association or any firm, trust, corporation, concern or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary or otherwise, may sell to, buy from, contract with, and otherwise deal with the Association as freely and effectually as though no interest or fiduciary relationship existed and the Directors hereunder shall have the power to exercise or concur in exercising all powers and discretion given to them in this Declaration, the By-Laws or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, personally or otherwise, in the mode, result, or effect or exercising such powers of discretion.

(16) Madonna Village Association, Inc.:

By virtue of a certain Deed from Madonna Village, Inc. to Stanmar, Inc., dated September 20, 1972, to which Deed reference is made on Page 1 of this Declaration, the Land, and each person acquiring an interest therein are presently made subject to certain requirements as to membership in the Madonna Village Association, Inc., so-called, and to certain rules, regulations and obligations. To the extent that said requirements shall be or remain in effect, the following provisions shall apply to each Apartment Owner and to any lessee or occupant of an Apartment to the extent applicable.

(a) Membership: Each Apartment Owner shall automatically upon acquiring ownership of an Apartment, become a member of the Madonna Village Association, Inc. (a nonprofit membership corporation organized under the laws of Vermont.) Membership in Madonna Village Association, Inc., shall run with and be appurtenant to each other. (b) Protective Covenants, Rules and Regulations: Each owner of an Apartment or interest in an Apartment and each lessee or occupant of an Apartment shall hold or occupy the same subject to and with the benefit of the Protective Covenants established by Madonna Village, Inc., by said Deed to Stanmar, Inc. and to such other and further Rules and Regulations as may from time to time be adopted by Madonna Village Association, Inc. pursuant to the foregoing, or by any successor thereto, all of which are incorporated by reference to the same extent as if they were set forth herein at length. (c) Assessments: Any charge, assessments or other levy made by Madonna Village Association, Inc. against any Apartment Owner shall be paid by said Owner directly to Madonna Village Association, Inc. and shall not be considered as a common expense as defined in Article VII of the By-Laws of the Association; provided however, that if the failure, to pay any such charge, assessments or levy shall or may cause the Apartment of the Owner failing to pay the same or the occupants thereof to be deprived of any service or privilege provided by Madonna Village Association, Inc. and the Board of Directors or Manager shall feel that the loss of said service or privilege is not in the best interests of the Condominium, they may, but need not, pay the same of the account of said Apartment Owner and any amount thus paid shall constitute a lien upon such Apartment and the Owner of such Apartment shall be personally liable therefor.

(17) <u>Termination</u>, <u>Dissolution</u>:

- (a) All of the Apartment Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded if the holders of all liens affecting any of the Apartment Owners consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of undivided interest of such Apartment Owner in the Property, as herein provided.
- (b) Upon removal of the Property from the provisions of the Act, the Property shall be considered to be owned in common by the Apartment Owner. The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Areas and Facilities and Limited Common Areas and Facilities.
- (c) Upon removal of the Property from the provisions of the Act, the Board of Directors, may if necessary, manage, deal with, sell, and dispose of all property of the Association and all property acquired by the Board of Directors on behalf of the Apartment Owners, pursuant to the provisions of the Act or otherwise, including good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, an assignment or transferred the securities or obligations of any partnership, association, trust or corporation and with power to distribute in such manner as they deem equitable, said property or the proceeds thereof in kind or cash or partly in kind and partly in cash, to and among the Apartment Owners in accordance with their respective undivided interests as herein set forth. As a condition of any distribution to the Apartment Owners, the Directors may require such indemnity or releases as they may deem necessary for their protection and may, before distribution, withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Association.

(18) <u>Destruction or Damage to the Property; Repair or Other Disposition:</u>

- (a) In the event of the destruction or substantial damage to the Property, the Board of Directors shall determine in their reasonable discretion whether or not the loss resulting therefrom exceeds Twenty (20%) percent of the value of the Property immediately prior to such destruction or damage and shall promptly notify all of the Apartment Owners of such determination. If such loss, as so determined, does not exceed Twenty (20%) percent of such value, the Board of Directors shall proceed with the necessary repairs, rebuilding or restoration in accordance with the provisions of Article IX of the By-Laws, provided however, that if the funds available pursuant to said Article IX are, in the reasonable judgment of the Directors, insufficient to meet the entire cost or repair or restoration, the same shall be applied first to the repair or restoration of the Common Areas and Facilities and then prorata to defray the cost of repair or restoration of damage to Apartments. Any expense incurred by the Directors in the repair or restoration of an individual Apartment in excess of funds available for that purpose as provided herein and in said Article IX shall be considered to have been incurred for the account of the owner of said Apartment in the same manner as provided in article VIII of the By-Laws. (b) If such loss, as so determined, shall exceed Twenty (20%) percent of such value, the
- Board of Directors shall call a Special Meeting of the Association for the purposes of deciding whether or not to restore the Property. Such Special Meeting shall be held as soon as reasonably practicable after the date of said damage or destruction, but in no event more than Ninety (90) days thereafter. The Property shall be repaired, rebuilt or

restored by the parties required to do so as above provided only upon affirmative vote of the Owners of not less than Fifty (50%) percent in interest of the Apartments as set forth in Exhibit II of this Declaration, or the written assents of said Owners.

- (c) If within Ninety (90) days of the date of said damage or destruction it is not determined by the Association or the Board of Directors, as hereinabove provided, to repair, reconstruct or rebuild the same as aforesaid:
 - (i) The Property shall be considered to be owned in common by the Apartment Owners;
 - (ii) The undivided interest in the Property owned in common which shall appertain to each Apartment Owner shall be the percentage of undivided interest previously owned by the Apartment Owner in the Common Areas and Facilities;
 - (iii) Any liens affecting any of the Apartments shall be considered to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Apartment Owner in the Property as provided herein; and
 - (iv) The property shall be subject to an action for partition at the suit of any Apartment Owner, in which event the net proceeds of a sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Apartment Owners in a percentage equal to the percentage of undivided interest owned by each Apartment Owner in the Property, after first paying out of the respective shares of the Apartment Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Apartment Owner and the cost of repair, reconstruction, landscaping as hereinafter set forth in paragraph (v).
 - (v) In the event that it is not determined by the Association to repair, reconstruct or rebuild the premises, the same or any damaged portion thereof shall be demolished and the Land landscaped. Any portion of the building not thus demolished shall be repaired or reconstructed to the end that it shall form a complete architectural unit of the same structural quality as the entire Building as originally built, and as like thereto in appearance as is practicable. In the event that an action for partition is brought as hereinbefore set forth, the Association shall nevertheless cause the Building to be demolished or repaired and the Land to be landscaped as herein required and the cost of such demolition, repair, reconstruction, or landscaping shall be deducted from the respective shares of the Apartment Owners to the extent sufficient for the purposes, before any distribution. Each owner shall be personally liable for a prorata share, based on his interest in the Common Areas and Facilities, of such cost to the extent that the same exceeds the funds available from the sale of the Property. This Section 18c (v) shall not be amended without the written assent of Madonna Village, Inc.

(19) Service of Process:

Service of Process in those cases provided in Chapter 15 shall be made upon: Lorraine C. Wells.

(20) Invalidity.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and in the event that any provision shall be found to be invalid all of the other provisions of this Declaration shall continue in full force and effect as if said invalid provision had never been included herein.

(21) <u>Waiver.</u>

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

(22) Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way should the same be construed to define, limit or describe the scope of this Declaration or the intent of any provision herein contained.

(23) Conflicts.

This Declaration is intended to be in full compliance with the requirements of the Condominium Ownership Act. In the event that any of the provisions herein contained shall be found to be in conflict with the provisions of said Act, the latter shall control.

IN WITNESS WHEREOF, said Stanmar, Inc. has caused these presents to be executed and acknowledged in its name and on its behalf as an instrument under seal by FRANCIS X. QUINN and RICHARD J. SNYDER its VICE PRESIDENT and ASSISTANT CLERK hereunto duly authorized this 11th day of December, 1972.

IN THE PRESENCE OF

Robert R. Dion

Robert R. Dion to both

STANMAR, INC.

By: F.X. Quinn

Francis X. Quinn Vice President

John T. Ronayne

John T. Ronayne

nayne By: <u>Richard J. Snyder</u>
Richard J. Snyder Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK ss

At Boston this 11th day of December 1972, personally appeared Francis X. Quinn and Richard J. Snyder, Vice President and Assistant Clerk and duly authorized agents of Stanmar, Inc., and acknowledged this instrument by him sealed and subscribed, to be his free act and deed and that of said Stanmar, Inc.

Before me, By <u>John T. Ronayne</u> Notary Public, John T. Ronayne My commission Expires 2/16/79

EXHIBIT I ANNEXED TO AND MADE PART OF

DECLARATION OF POOLSIDE CONDOMINIUM

Apt. No.	Location	Approx. Area in Square Feet	Number of Rooms	Immediate Common Area
P 1	Ground floor	621	6	Rear Access
	Unit A		-	Deck Unit A
P 2	1st & 2nd Floors	1318	9	Rear Access
	Unit A		-	Deck Unit A
P 3	Ground floor	621	6	Rear Access
	Unit B		-	Deck Unit B
P 4	1st & 2nd Floors	1262	9	Rear Access
	Unit B	-	-	Deck Unit B
P 5	Ground floor	621	6	Rear Access
	Unit C			Deck Unit C
P 6	1st & 2nd Floors	1262	9	Rear Access
	Unit C			Deck Unit C
P 7	Ground floor	621	6	Rear Access
	Unit D			Deck Unit D
P 8	1st & 2nd Floors	1262	9	Rear Access
	Unit D			Deck Unit D
P 9	Ground floor	621	6	Rear Access
	Unit E			Deck Unit E
P 10	1st & 2nd Floors	1262	9	Rear Access
	Unit E			Deck Unit E
P 11	Ground floor	621	6	Rear Access
	Unit F			Deck Unit F
P 12	1st & 2nd Floors	1318	9	Rear Access
	Unit F			Deck Unit F

EXHIBIT II ANNEXED TO AND MADE PART OF DECLARATION OF POOLSIDE CONDOMINIUM

Apt. No.	Value	Percentage of Undivided
		Interest
P 1	28,900.00	6.64
P 2	45,300.00	10.42
P 3	28,900.00	6.64
P 4	42,800.00	9.83
P 5	28,900.00	6.64
P 6	42,800.00	9.83
P 7	28,900.00	6.64

P 8	42,800.00	9.83
P 9	28,900.00	6.64
P 10	42,800.00	9.83
P 11	28,900.00	6.64
P 12	45,300.00	<u>10.42</u>
Value of the Property	435,200.00	100