

## DECLARATION OF CONDOMINIUM

### MOUNTAINVIEW CONDOMINIUM

STANMAR, INC., a Massachusetts Condominium with a usual place of business in Sudbury, Middlesex County, Massachusetts ("Stanmar"), being the sole owner of the land on Jack Pudding Drive, 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 belonging thereto (collectively the "Property") to the provisions of ("the Condominium Ownership Act" or "the Act") and does hereby create with respect to the foregoing a condominium to be known as the MOUNTAINVIEW CONDOMINIUM, to be governed by the terms of the Condominium Ownership Act, as the same may be from time to time amended 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 so 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,

Beginning at the Southwesterly corner of the parcel at an iron pipe on the Easterly Side Line of Jack Pudding Drive and at the Northwesterly corner of Anchor Corporation property.

Then Northwesterly by a curve to the left of radius 684.05 feet an arc length of 282.24 feet along the Easterly Side Line of Jack Pudding Drive passing through an iron pipe to an iron rod.

Then North 46 degrees 13 minutes 45 seconds East 105.00 feet along said land formally of Madonna Village, Inc., now of The Smugglers' Notch Corporation to an iron rod set.

Then South 62 degrees 55 minutes 45 seconds East 173.00 feet along said land of The Smugglers' Notch Corporation to an iron rod set.

Then South 29 degrees 39 minutes 25 seconds East 94.00 feet along said land of The Smugglers' Notch Corporation to an iron rod set.

Then South 02 degrees 39 minutes 25 seconds East 48.00 feet along said land of The Smugglers' Notch Corporation to a steel "T" bound found at the Northwesterly corner of Anchor Corporation property.

Then South 51 degrees 50 minutes 35 seconds West 162.98 feet along Anchor Corporation property to the point of beginning.

Said land is shown as Lots BB-1 & BB-2 on a plan entitled "Madonna Village, Inc., Core Area at Madonna Village, Cambridge, Vermont" Scale 1" = 50 feet drawn by J.P.R. Associates, Inc. dated July , 1973 and recorded with Cambridge Land Records, Book of Maps, Pages 61-65, revised on 10-12-73 by Barbara J Persico as noted on Sheet 5 of 5.

Subject to and with the benefit of as the case may be, rights, easements, provisions, exceptions, reservations and covenants set forth in Deed from Madonna Village, Inc., to Stanmar, Inc., dated September 18, 1973 and recorded with the Cambridge Land Records Book 49, Pages 365-367, and other easements and restrictions of record insofar as the same may be in force and applicable. For Title see said Deed and Confirmatory Deed dated November , 1973 recorded said Land Records Book , Page .

(2) Description of Building:

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 floor level which will be in part below grade on the rear or northerly side. It will be divided into ten (10) Units (individually a "Unit", collectively the "Units", as shown on a Lot plan entitled "Lot Plan, Lots BB-1 & BB-2, Mountainview Condominium, Madonna Village, Cambridge, Vermont Robert R. Dion, Architect" dated 10-29-73, Revised 11/15/73 filed herewith with Cambridge Land Records and on the floor plans to which reference is hereinafter made. Each Unit will contain two (2) apartments (individually an "Apartment"); a single-story Apartment on the ground-floor level (hereinafter designated Apartments M2, M4, M8, M10, M12, M14, M16, M18, M20.) 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 and the roof of asphalt shingling. There will be no basement.

(3) Description of Apartments:

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 are set forth in the schedule attached hereto and constituting a part hereof marked "Exhibit I". The lay out, location, Apartment Numbers and dimensions of the Apartments are shown on the floor plans entitled, "Unit Plan, Mountainview Condominium, Cambridge Vermont, Robert R. Dion Associates, Inc." Sheet U-1 "Ground Floor Plan, Mountainview Condominium, Cambridge Vermont, Robert R. Dion Associates, Inc." Sheet 1, "First Floor Plan, Mountainview Condominium, Cambridge Vermont, Robert R. Dion Associates, Inc." Sheet 2, and Second Floor Plan, Mountainview Condominium, Cambridge Vermont, Robert R. Dion Associates, Inc." Sheet 3, filed herewith with Cambridge Land Records. The boundaries of each Apartment with respect to floors, ceilings, walls, doors and windows and certain exceptions thereto are as follows:

- (a). Floors: The upper surface of the sub-flooring, 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 the 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 centers 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 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) Maintenance of Apartments:

Maintenance, repair and replacement of individual Apartments shall be the obligation of the respective Apartment Owners, subject to the provisions of the Act and of Article VIII of the By-Laws and provided that any such maintenance, repair or replacement of portions of utility systems hereinabove made a part of individual Apartments by virtue of the fact that they serve the same exclusively, but which are not otherwise within the boundaries of such Apartments as defined in subsections (a) through (d) of Section 3 of this Declaration shall be carried out by the Association in the same manner as the maintenance, repair and replacement of Common and Limited Common Areas and Facilities, except that the cost of the same shall be charged to the Apartment of which said portions of utility systems form a part in the same manner as provided in said Article VIII.

#### (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, sanitary waste disposal, hot and cold water, telephone, cable TV and all other utility systems to the extent that the same have not hereinbefore specifically been made a part of the respective Apartments, including all conduits, chutes, ducts, vents, plumbing, wiring and other facilities for the furnishing of utility services, which although contained within the boundaries of an Apartment as otherwise described 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, including without limitation, "Common Areas and Facilities" as defined in §1302 of the Act, not herein expressly made a part of an Apartment or of a Limited Common Areas and Facility.

(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 areas is reserved to the Owners of two Apartments located in the Unit to which said entrance deck and foyer appertain.

(7) Unity of Common Areas and Facilities:

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 partition 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 maintenance, repair or replacement of any of the 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 is set forth in the schedule attached hereto as Exhibit "II". The respective percentages of undivided interest in said Areas and 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 expressed, mentioned or described in the instrument conveying or encumbering the same.

(10) Purposes and Restrictions:

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 herein by reference, in the By-Laws and in the Administrative Rules, as all of the same may, from time to time, be amended.

(11) Association of Apartment Owners, Board of Directors, Initial Directors:

(a) The Association shall be composed of all of the Apartment Owners of the Mountainview Condominium acting as a group in accordance with the Act, this Declaration, the By-Laws and the 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:

|                    |                        |
|--------------------|------------------------|
| Mr. Peter Phillips | Stanmar, Inc.          |
| Mr. Phillip Coyle  | c/o Boston Post Road   |
| Mr. Robert Mulcahy | Sudbury, Massachusetts |

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 and 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 Owners; 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 Apartment Owners personally, and all Apartment Owners, 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 therefore, except as specifically provided in this Declaration, in the By-Laws or bylaw. A Director, as such, shall be liable only for his own willful breach of duty, and no Directors 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 be indemnified both from the Association property and by the Apartment Owners 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, the Apartment Owners or any such Manager or agent.

(13) Directors' Compensation:

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 of the By-Laws annexed hereto in any respect permitted by law, by written instrument executed and acknowledged by all of the Directors then serving and assented to by not less than seventy-five (75%) percent in interest of the Apartment Owners voting in person or by proxy at a meeting duly called for such purpose or at an Annual Meeting if notice of a proposed amendment is duly given in the call. Without otherwise limiting the generality of the foregoing, the undivided proportionate beneficial interest in the Common Areas and Facilities and Limited Common Areas and Facilities of any Apartment Owner expressed in an amended Declaration duly recorded as aforesaid. No amendment to this Declaration or the By-Laws shall affect any person other than the Directors or Apartment Owners, not having actual notice thereof until recorded in like manner as this Declaration.

(15) Directors, Apartment Owners, etc. Dealing with Association:

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 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 of exercising such powers or discretion.

(16) Madonna Village Association, Inc.:

By virtue of a certain Deed from Madonna Village, Inc. to Stanmar, Inc., dated September 18, 1973, 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.

(a) Membership: Each Apartment Owner shall automatically upon acquiring ownership of an Apartment, become a member of the Madonna Village Association, Inc., (a non-profit membership corporation organized under the laws of Vermont.) Membership in Madonna Village Association, Inc., shall run with and be appurtenant to each Apartment.

(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., or by any successor thereto, pursuant to the foregoing, all of which are incorporated by reference to the same extent as if they were set forth herein at length.

(c) Assessments: Any charge, assessment 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, assessment or levy shall or may cause the Apartment of the Owner failing to pay the same of the occupants thereof to be deprived of any service or privilege and the Board of Directors shall determine that the loss of such service or privilege is not in the best interest of the Condominium, they may but need not pay the same for 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 therefore.

(17) Termination, Dissolution:

(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 Apartments 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 Owners. 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 said 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 transfer of the securities or obligations of any partnership, association, trust or corporation and 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 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) Destruction or Damage to the Property; Repair or Other Disposition:

(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 of repair or restoration, the same shall be applied first to the 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 purpose 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-one (51%) 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 damage or destruction exceeding twenty (20%) percent in value as above determined it is not decided by the Association 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 in the Common Areas and Facilities previously appurtenant to the Apartment owned by said Apartment Owner.
- (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 if 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 costs of repair, reconstruction, landscaping or restoration as hereinafter set forth in subparagraph (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 pro rata 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 19b (v) shall not be amended without the written assent of The Smugglers' Notch Corporation, a Vermont Corporation with an usual place of business in said Cambridge.

(19) Service of Process:

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

(20) Conclusiveness of Instruments

Any instrument or other document signed by all of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Mountainview

Condominium shall be binding upon the Condominiums and the Association and conclusive as to the authority of the Directors with respect to the same as to all persons without knowledge relying thereon.

(21) Conclusiveness of Instruments:

Any instrument or other document signed by all of the persons then appearing in the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Mountainview Condominium shall be binding upon the Condominium and the Association and conclusive as to the authority of the Directors with respect to the same as to all persons without knowledge relying thereon.

(22) Directors Certificates:

A certificate signed by a majority of the persons then appearing upon the records of the Land Records of the Town of Cambridge, Vermont, to be the Directors of the Mountainview Condominium and recorded with said Land Records setting forth any fact relating to the Association, including the names of the Board of Directors, members and officers or setting forth any vote adopted by the members of the Association as such and as Apartment Owners or the Board of Directors shall be binding and conclusive as to all person dealing with the Association and the Condominium in reliance thereon.

(23) 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.

(24) Waiver:

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.

(25) 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:

(26) 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 presets to be executed and acknowledged in its name and on its behalf by Stanley W. Snider, its duly authorized agent this 15th day of November, 1973.

IN THE PRESENCE OF:

Douglas A. Nadeau

Patricia A. Foley

By

STANMAR, INC.

Stanley W. Snider

Stanley W. Snider

President and Duly Authorized Agent

(Seal)

Commonwealth of Massachusetts

County of Suffolk                      SS

At Boston, this 15th day of November 1973, personally appeared Stanley W. Snider, a duly authorized agent of Stanmar, Inc. and acknowledged this instrument, subscribed by him to be his free act and deed and the free act and deed of said Stanmar, Inc.

before me

John T. Ronayne (Seal)

My Commission Expires: 2-16-79

John T. Ronayne

Notary Public

**Exhibit 1**  
to  
Declaration of Mountainview Condominium

| APT. NO. | LOCATION                    | APPROX.<br>AREA IN<br>SQUARE FT. | NUMBER OF<br>ROOMS | IMMEDIATE<br>COMMON<br>AREA    |
|----------|-----------------------------|----------------------------------|--------------------|--------------------------------|
| M 1      | Ground Floor Unit 1-2       | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 1-2   |
| M 2      | 1st & 2nd Floors Unit 1-2   | 1445.05                          | 6 and 2 baths      | Rear Access Deck<br>Unit 1-2   |
| M 3      | Ground Floor Unit 3-4       | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 3-4   |
| M 4      | 1st & 2nd Floors Unit 3-4   | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 3-4   |
| M 5      | Ground Floor Unit 5-6       | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 5-6   |
| M 6      | 1st & 2nd Floors Unit 5-6   | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 5-6   |
| M 7      | Ground Floor Unit 7-8       | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 7-8   |
| M 8      | 1st & 2nd Floors Unit 7-8   | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 7-8   |
| M 9      | Ground Floor Unit 9-10      | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 9-10  |
| M 10     | 1st & 2nd Floors Unit 9-10  | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 9-10  |
| M 11     | Ground Floor Unit 11-12     | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 11-12 |
| M 12     | 1st & 2nd Floors Unit 11-12 | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 11-12 |
| M 13     | Ground Floor Unit 13-14     | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 13-14 |
| M 14     | 1st & 2nd Floors Unit 13-14 | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 13-14 |
| M 15     | Ground Floor Unit 15-16     | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 15-16 |
| M 16     | 1st & 2nd Floors Unit 15-16 | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 15-16 |
| M 17     | Ground Floor Unit 17-18     | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 17-18 |
| M 18     | 1st & 2nd Floors Unit 17-18 | 1382.89                          | 6 and 2 baths      | Rear Access Deck<br>Unit 17-18 |
| M 19     | Ground Floor Unit 19-20     | 700.05                           | 3 and 1 bath       | Rear Access Deck<br>Unit 19-20 |

M 20

1st & 2nd Floors Unit 19-20 1445.05

6 and 2 baths

Rear Access Deck  
Unit 19-20

**Exhibit II**

Declaration of Mountainview Condominium

| APT. NO.    | VALUE        | % OF UNDIVIDED INTEREST |
|-------------|--------------|-------------------------|
| M 1         | \$34,500     | 4.0828                  |
| M 2         | \$52,000     | 6.1538                  |
| M 3         | \$34,500     | 4.0828                  |
| M 4         | \$49,500     | 5.8580                  |
| M 5         | \$34,500     | 4.0828                  |
| M 6         | \$49,500     | 5.8580                  |
| M 7         | \$34,500     | 4.0828                  |
| M 8         | \$49,500     | 5.8580                  |
| M 9         | \$34,500     | 4.0828                  |
| M 10        | \$49,500     | 5.8580                  |
| M 11        | \$34,500     | 4.0828                  |
| M 12        | \$49,500     | 5.8580                  |
| M 13        | \$34,500     | 4.0828                  |
| M 14        | \$49,500     | 5.8580                  |
| M 15        | \$34,500     | 4.0828                  |
| M 16        | \$49,500     | 5.8580                  |
| M 17        | \$34,500     | 4.0828                  |
| M 18        | \$49,500     | 5.8580                  |
| M 19        | \$34,500     | 4.0828                  |
| M 20        | \$52,000     | 6.1538                  |
| Total Value | \$845,000.00 | 100%                    |