

**DECLARATION of CONDOMINIUM**  
*(As Amended February 1988.)*  
**RIVERSIDE I (49-60) 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 Riverside 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 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, viz.:

Beginning at an iron pipe located on the southwesterly corner of the parcel herein described and located approximately 788 feet easterly of the intersection of Jack Pudding Drive and Woodrun Road; thence proceeding S 52° 55' E along the northerly sideline of Woodrun Road a distance of 185.00 feet to an iron pipe; thence turning to the left and proceeding N 37° 05' E a distance of 185.05 feet to an iron pipe; thence continuing 37° 05' E a distance of 20 feet, more or less, to the center of brook, thence turning to the left and proceeding northwesterly along the center line of brook a distance of 187 feet, more or less, to a point; thence turning to the left and proceeding S 37° 05' W a distance of 25 feet, more or less, to an iron pipe; thence continuing S 37° 05' W a distance of 145.77 feet to the point of beginning.

The above described parcel contains approximately 30,600 square feet.

Reference is made to a property plan entitled "Madonna Village, Inc. Property Survey, lot AA-1", and recorded in the Cambridge Land Records in Book Maps, Page 38.

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 20, 1972 and recorded with the Cambridge Land Records Book 49, Page 236A.

(2) Description of Building: The building on the land (the "Building") will be primarily of wood-frame construction on a concrete foundation. The walls of the corridors and stairwells (which, in part, will form common walls between the corridors and stairwells and the adjoining

apartments) will be of concrete block construction as will the exterior walls of the lower portions of the Ground Floor. The Building will have three (3) stories, including a Ground Floor level which will be, in part, below finished grade. It will be divided into two (2) units (individually a "Unit", collectively, the "Units") designated West Unit and East Unit on plans to which reference is made in Exhibit II of this Declaration. Each Unit will contain six (6) apartments (individually and "Apartment", collectively the "Apartments"), two (2) Apartments on the Ground Floor (designated on said plans as Apartments R1W and R2W in West Unit and Apartments R1E and R2E in East Unit), two (2) Apartments on the First Floor (designated on said plans as Apartments R3W and R4W in West Unit and R3E and R4E in East Unit) and two (2) Apartments on the Second Floor (designated on said plans as Apartments R5W and R6W in west Unit and R5E and R6E in East Unit).

Each floor of each unit will contain a central common corridor running from front (South) to rear (North), at right angles to the long axis of the Building, which corridor will separate the two (2) Apartments located on such floor. The corridors on the First and Second Floors will provide access to common stairwells at the front and rear of each Unit leading to an enclosed entrance deck with stairs at the front, First Floor level of each Unit and to an open entrance deck with stairs at the rear First level of each Unit. The Building has no basement.

The exterior of the Building will be of wood and wood shingles with asphalt shingled roof. There will be two (2) balconies at First Floor Level and two (2) balconies at Second Floor Level on both the front and the rear of each Unit, each Apartment on the First and Second Floors having access to one front and one rear balcony.

(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 as Exhibit 1. The layout, location, Apartment Numbers and dimensions of the Apartments are shown on the lot plan and floor plans to which reference is made in the list attached hereto as Exhibit II. The boundaries of each Apartment with respect to the floor, ceiling and walls 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 Floor, of concrete.
- (b) Ceilings: With respect to the Ground and First Floors, the plane of the lower surfaces of the floor joists of the floor above; with respect to the Second Floor, the plane of the lower surface of the chords of the roof trusses.
- (c) Exterior Building Walls, Doors, and Windows: (i) as to walls, the plane of the interior surface of the wall studs or wall strapping, as the case may be, (ii) as to 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 Bearing Walls: (i) forming a part of the Apartment perimeter-the plane of the surface of the wall studs or wall strappings, as the case may be, facing into the respective Apartments; (ii) sub-dividing Apartments-each Apartment is subdivided by two (2) parallel walls perpendicular to the central common corridors. As to these walls, which are bearing walls, the boundaries shall be the two (2) planes of the opposite surfaces of the studs of each wall facing towards the rooms formed by these walls. Notwithstanding the foregoing, the door openings, door frames and doors, if any, in such walls shall be a part of the Apartments in which the same are located.

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 also be included as a part of each Apartment the metal flue leading from the fireplace located in said Apartment to the roof of the Building; said flue to be measured from its interior surfaces.

(4) Maintenance of Apartments: (*Amended February 1988.*) The Association shall be responsible for maintenance, repair and replacement of the Common Areas and each Apartment Owner shall be responsible for the maintenance, repair and replacement of his Apartment. Each Apartment Owner be responsible for the costs of maintenance, repair and replacement of his Apartment's Limited Common Areas as assessed by the Association Board of Directors. Each Apartment Owner shall afford to the Association and the other Apartment Owners and to their agents or employees access across his Apartment reasonably necessary for those purposes. If damage is inflicted on the Common Areas by any Apartment through which access is taken, the Apartment Owner responsible for the damage, or the Association, if it is responsible, shall promptly repair such damage.

(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, the entire roof and all roof trusses whether above or below said plane, the central common corridors, stairs and stairwells and the entrance decks and stairs.
- c. Installations of electrical, sewerage, 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 Apartment, 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, do not serve such Apartment exclusively.
- d. The yards, lawns, gardens, walk-ways, parking area 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 and Facility.

(6) Limited Common Areas and Facilities: The Limited Common Areas and Facilities consist of all portions of the Common Areas allocated for the exclusive use of one or more but fewer than all Apartment Owners. The Limited Common Areas and Facilities consist of the following: (*←Amended February 1988.*)

- a. The balconies located at the front and rear of the Building at the First and Second Floor levels; the use of which is reserved to the owners and occupants of the Apartment to which each such balcony is appurtenant.
- b. Equipment storage areas, closets, trash storage area and appliances, if any, such as electric clothes dryers, trash compactors, water heaters and the like which are located within corridors and other areas which are part of the Common Areas and Facilities as hereinbefore defined; the use of which is reserved to the owners or occupants of the Apartments of the Unit in which the same are located.

(7) Common Areas and Facilities Reserved to the Association:

- a. The maids' closet, so-called, located in each common corridor is restricted in use to the Association acting through its Board of Directors and to such persons as they may from time to time appoint or employ to provide maid and janitorial services.
- b. The entire area above the plane formed by the lower surface of the chords of the roof trusses is restricted in use to the Association acting through the Board of Directors and to such persons as they may from time to time appoint, employ, or permit to enter the same for purposes of inspection, maintenance, repair and like activities. For these purposes an easement of access is reserved to the Association through and over these Apartments on the Second Floor containing trap doors or like means of access to said area, said easement to be exercised in the same manner as the right of access for maintenance and repair reserved to the Association in Paragraph (9) of this Declaration.

(8) Unity of Common Areas and Facilities: The Common Areas and Facilities and the Limited Common Areas and Facilities shall remain undivided. No Apartment 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.

(9) 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 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. (*Amended February 1988*→) If in the opinion of not less than a majority of the Board of Directors any expense is necessitated by the negligence, misuse or neglect of an Apartment Owner, then such expense shall be assessed to that Apartment Owner, rather than the Association as a whole. Assessments for the maintenance, repair and replacement of Limited Common Areas and Facilities shall be made against those Apartment Owners having use of those

Limited Common Areas and Facilities. All assessments made by the Board of Directors shall constitute a lien identical to the lien created by Title 27 V.S.A. § 1323 for assessments of common expenses.

(10) 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 "III". 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 expressly mentioned or described in the instrument conveying or encumbering the same

(11) 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.

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

(a) The Association shall be composed of all of the Apartment Owners of the Riverside 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 as 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 an 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.

(13) 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 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 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 Owners or any such Manager or agent.

(14) 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.

(15) 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 Owners 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.

(16) Directors, Apartment Owner, 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 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.

(17) 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 non-profit 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 Assessments, Inc. against any Apartment Owner shall be paid by said Owner directly to Madonna Village Assessments, 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.

(18) 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 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 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 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 transferr of 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 an 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.

(19) 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 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 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 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. or its successor.

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

(21) Conclusiveness of Instruments: Any instrument or other document signed by all of the persons then appearing upon the records of the Town Clerk of Cambridge, Vermont, to be the Directors of the Riverside 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) 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.

(23) 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.

(24) 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.

(25) 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 Stanley W. Snider, its President, hereunto duly authorized this 20th day of February, 1973.

IN THE PRESENCE OF:

A. Ronald Thompson

A. Ronald Thompson

Judith G. Teague

Judith G. Teague

City of Newton

County of Middlesex SS.

STANMAR, INC.

By: Stanley W. Snider

Stanley W. Snider, President

At Newton, this 20th day of February, 1973, personally appeared Stanley W. Snider, President and duly authorized agent 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.

John T. Ronayne Notary Public (Seal)

My Commission Expires 2-16-79

EXHIBIT I  
ANNEXED TO AND MADE PART OF  
DECLARATION  
OF  
RIVERSIDE CONDOMINIUM

**WEST UNIT**

Apt. No.	Location	Approx. Area (Sq.Ft.)	Number of Rooms*	Immediate Common Area
R1W (49)	Ground Floor End	970	6	Ground Floor Corridor
R2W (50)	Ground Floor Interior	970	6	Ground Floor Corridor
R3W (51)	First Floor End	1029	6	First Floor Corridor
R4W (52)	First Floor Interior	970	6	First Floor Corridor
R5W (53)	Second Floor End	1029	6	Second Floor Corridor
R6W (54)	Second Floor Interior	970	6	Second Floor Corridor
<b>EAST UNIT</b>			6	
R1E (55)	Ground Floor Interior	970	6	Ground Floor Corridor
R2E (56)	Ground Floor End	970	6	Ground Floor Corridor
R3E (57)	First Floor Interior	970	6	First Floor Corridor
R4E (58)	First Floor End	1029	6	First Floor Corridor
R5E (59)	Second Floor Interior	970	6	Second Floor Corridor
R6E (60)	Second Floor End	1029	6	Second Floor Corridor

\*Including Bathrooms

EXHIBIT II  
ANNEXED TO AN MADE A PART OF  
DECLARATION  
OF  
RIVERSIDE CONDOMINIUM

Reference is hereby made to the Lot Plan and Unit Plan and Floor Plan listed below, all of which are to be filed with the office of the Town Clerk of Cambridge, Lamoille County, Vermont with the Declaration of the Riverside Condominium, to which this Exhibit II is annexed.

1. "Site Plan, Lot AA-1, Riverside Condominiums, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion, Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 8/15/72, revised 9/7/72, numbered L-1.
2. "Ground Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 8/15/72, revised 9/7/72, numbered 1W.
3. "Ground Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 2/1/73, as revised 9/7/72, numbered 1E.
4. "First Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 8/15/72, numbered 2W.
5. "First Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 2/1/73, numbered 2E.
6. "Second Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 8/15/72, revised 9/7/72, numbered 3W.
7. "Second Floor Plan & Schedules, Riverside Condominium, Lot AA-1, Madonna Village, Jeffersonville, Vt." drawn by Robert R. Dion Architect, 322 Boston Post Road, Sudbury, Massachusetts, dated 2/2/73, numbered 3E.

EXHIBIT III  
ANNEXED TO AND MADE PART OF  
DECLARATION  
OF  
RIVERSIDE CONDOMINIUM

<u>APARTMENT NUMBER</u>	<u>VALUE</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST</u>
R1W	\$37,500.00	7.57
R2W	\$37,500.00	7.57
R3W	\$43,400.00	8.76
R4W	\$41,900.00	8.47

R5W	\$44,400.00	8.97
R6W	\$42,900.00	8.66
R1E	\$37,500.00	7.57
R2E	\$37,500.00	7.57
R3E	\$41,900.00	8.47
R4E	\$43,400.00	8.76
R5E	\$42,900.00	8.66
R6E	\$44,400.00	8.97
VALUE OF THE PROPERTY	\$495,200.00	100.00%