

## **DECLARATION of CONDOMINIUM**

### **RIVERSIDE II (37-48) 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:

Beginning at an iron rod in the Northeasterly side Line of Woodrun Road 25.00 feet left of Center Line Station 5-24.23 from the center Line intersection of Woodrun and Jack Pudding Drive as shown on the plan to which reference is hereinafter made.

Then North 20 degrees 20 minutes 50 seconds East 264.58 feet along the Southeasterly Line of Lot AA-6 as shown on said plan to an iron rod on the Southeasterly side Line of a proposed 25.00 foot wide road.

Then North 73 degrees 23 minutes 40 seconds East 20 feet, more or less, along the Southeasterly Side Line of a proposed 25.00 foot wide road to the Center Line of said brook as shown on said map.

Then Southeasterly along the Center line of said brook, 244 feet, more or less, to a point at the intersection of said Center Line and the Northwesterly line of Lot AA-1 as shown on said map.

Then South 20 degrees 15 minutes 40 seconds West 29 feet, more or less, along the Northwesterly line of said Lot AA-1 to an iron rod.

Then South 20 degrees 15 minutes 40 seconds West 141.83 feet again along the Northwesterly line of Lot AA-1 to an iron rod on the Northeasterly Side Line of Woodrun Road.

Then North 69 degrees 39 minutes 10 seconds West 210.00 feet along the Northeasterly Side Line of Woodrun Road to the point of beginning.

Said land is shown as Lot AA-5 on a map entitled "Madonna Village, Inc., Core Areas 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 to which map reference is made as a further aid to this description. Containing 0.95 acre (41,396 square feet) of land, more or less, according to said map.

Subject to and with the benefit of , as the case may be, rights, easements, provisions, exceptions, reservations and covenants set forth in the 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 Managing Agent be in force and applicable. For Title see said Deed and confirmatory Deed dated November 15, 1973, recorded said Land Records, Book 49, pages 377-379.

### (2) Description

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 and the lower portions of the exterior walls of the Ground Floor of poured concrete. 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 an "Apartment", collectively the "Apartments"), two (2) Apartments on the Ground Floor (designated on said plans as Apartments R37 and R40 in West Unit and Apartments R43 and R46 in East Unit; two (2) Apartments on the First Floor (designated on said plans as Apartments R38 and R 41 in West Unit and R44 and R47 in East Unit) and two (2) Apartments on the Second Floor (designated on said plans as Apartments R39 and R 42 in West Unit and R 45 and R48 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 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 a roofed but unenclosed entrance deck with stairs at the rear First Floor level of each Unit. The corridor on the Ground Floor level will provide access only to the front entrance deck and stairs. 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 the front or southerly side of each Unit, each Apartment on the First and Second Floors having access directly to one such balcony by means of glass sliding doors. There will also be two wooden decks at Ground Floor level on the rear or northerly side of each unit, each Ground Floor Apartment having access to one such deck through glass sliding doors.

### (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 layout, location, Apartment Numbers and dimensions of the Apartments are shown on the Floor Plans and Lot Plan to which reference is made in the Schedule attached hereto and constituting a part hereof marked "Exhibit II". The boundaries of each Apartment and certain exceptions thereto are as follows:

a. Floors: The upper surface of the subflooring which in the case of the First and Second Floor, will be of plywood and in the case of the Ground Floor, of concrete.

b. Ceiling: With respect to the Ground and First floor, 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 the 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 strappings, 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 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 Apartment; (ii) subdividing Apartments-each Apartment is subdivided by two parallel walls perpendicular to the central common corridors. As to these walls, which are bearing walls, the boundaries shall be the two 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

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 or 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 and applicable.
- b. The concrete pad and foundation 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. The balconies located at the front of the Building at the First and Second Floor levels and the wooden decks at the rear of the Building at Ground Floor level, the use of which is reserved to the owners and occupants of the Apartment to which each such balcony or deck is appurtenant.

b. Equipment storage area, closets, trash storage areas and appliances, if any, which are located within corridors and other areas which are part of the Common Areas and Facilities of a particular Unit as hereinabove 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) 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 or otherwise made subject to partition by the provisions of the Act and this Declaration. .

(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 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 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

(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 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 Riverside II 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

William Menaghan		Stanmar, Inc.
Phillip Coyle	c/o	Boston Post Rd
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 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 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.

(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 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) 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, 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) Directors, Apartment Owner, etc. Dealing with Association.

Any Director, 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) 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 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 transfer 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 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.

(17) 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-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 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 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 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 18b (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.

#### (18) Service of Process

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

#### (19) 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 Riverside II 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.

#### (20) Directors Certificates

A certificate signed by a majority of the persons then appearing in the land records of the Town of Cambridge, Vermont, to be the Directors of the Riverside II Condominium and recorded with said Land Records setting forth 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 persons dealing with the Association and the Condominium in reliance thereon.

#### (21) 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.



(22) 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.

(23) 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.

(24) 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 an acknowledged in its name and on its behalf by Stanley W. Snider, its duly authorized agent this 9th day of April 1975.

In the Presence of:

Phyllis Totaro

Phyllis Totaro

Stanmar, Inc.

By Stanley W. Snider

Stanley W. Snider

President and Duly Authorized Agent

State of Massachusetts

County of Middlesex SS At Sudbury, this 9th day of April 1975 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.

Raymond Kwasnick

Notary Public

My Commission Expires: October 23, 1981

EXHIBIT I  
TO  
DECLARATION OF CONDOMINIUM  
RIVERSIDE II CONDOMINIUM

Apt. No.	Location	Approx. Area in Square Feet	Number of Rooms	Immediate Common Area
WEST UNIT				
R 37	Ground Floor End Unit	1023.70	5 Rooms 2 Baths	Ground Floor Corridor
R 38	First Floor End Unit	1080.86	5 Rooms 2 Baths	First Floor Corridor
R 39	Second Floor End Unit	1080..86	5 Rooms 2 Baths	Second Floor Corridor
R 40	Ground Floor Center Unit	1039.66	5 Rooms 2 Baths	Ground Floor Corridor
R 41	First Floor	1033.06	5 Rooms	First Floor

R 42	Center Unit Second Floor Center Unit	1033.06	2 Baths 5 Rooms 2 Baths	Corridor Second Floor Corridor
EAST UNIT				
R 43	Ground Floor Center Unit	1033.06	5 Rooms 2 Baths	Ground Floor Corridor
R 44	First Floor Center Unit	1039.66	5 Rooms 2 Baths	First Floor Corridor
R 45	Second Floor Center Unit	1039.66	5 Rooms 2 Baths	Second Floor Corridor
R 46	Ground Floor End Unit	1023.70	5 Rooms 2 Baths	Ground Floor Corridor
R 47	First Floor End Unit	1023.70	5 Rooms 2 Baths	First Floor Corridor
R 48	Second Floor End Unit	1023.70	5 Rooms 2 Baths	Second Floor Corridor

EXHIBIT II  
TO  
DECLARATION OF CONDOMINIUM

Reference is hereby made to the Lot plan and Floor Plans of the Riverside II Condominium, as hereinafter set forth, filed with the Land Records of the Town of Cambridge, Lamoille County, Vermont with the Declaration of Condominium of the Riverside II Condominium to which this Exhibit II is annexed.

1. "Riverside II Condominium, Plan of Building Foundation as Built on Lot AA-5, property of Stanmar, Inc., Madonna Village, Cambridge, Vermont" dated February, 1974 drawn by J.P.R. Associates, Inc. Registered Land Surveyors, Stowe, Vermont.

2. "Ground Floor Plan-West Unit", Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet W1.

3. "First Floor Plan-West Unit", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet W2.

4. "Second Floor Plan-West Unit", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet W3.

5. "Ground Floor Plan-East Unit", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet E1.

6. "First Floor Plan-East Unit", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet E2.

7. "Second Floor-East Unit", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 2-12-74, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet E3.

8. "Unit Plan", "Riverside II Three Bedroom Condominium, The Village at Smugglers' Notch, Cambridge, Vermont" dated 9/18/73, drawn by Robert R. Dion Associates, Inc., Twenty-Two Union Avenue, Sudbury, Massachusetts Sheet U1.

EXHIBIT III  
TO  
DECLARATION OF CONDOMINIUM  
RIVERSIDE II CONDOMINIUM

Apt. No.	Value	Percentage of Undivided Interest
WEST UNIT		
R 37	\$49,500.00	7.9073%
R 38	\$54,500.00	8.7061%
R 39	\$54,500.00	8.7061%
R 40	\$49,500.00	7.9073%
R 41	\$52,500.00	8.3866%
R 42	\$52,500.00	8.3866%
EAST UNIT		
R 43	\$49,500.00	7.9073%
R 44	\$52,500.00	8.3866%
R 45	\$52,500.00	8.3866%
R 46	\$49,500.00	7.9073%
R 47	\$54,500.00	8.7061%
R 48	\$54,500.00	8.7061%
Total Value of Property	\$626,000.00	1.00%