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MASTER DEED

THIS MASTER DEED of the NORTHEAST TERRACE CONDOMINIUM made this 12th day of April 1982, Northeast Terrace, Inc., a corporation duly existing under the laws of The Commonwealth of Massachusetts and having its usual place of business at 49 S. Pleasant Street, Amherst, Massachusetts, as it is General Partner of Northeast Terrace Limited Partnership, a limited partnership organized under the laws of The Commonwealth of Massachusetts, and having its usual place of business at 49 S. Pleasant Street, in said Amherst, hereinafter called the Declarant, being the sole owner of the premises in said Amherst hereinafter described, by duly executing and recording this MASTER DEED, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end the Declarant hereby declares and provides as follows:

The name of the condominium shall be the NORTHEAST TERRACE CONDOMINIUM.

2. The premises which constitute the condominium comprise the land described in Exhibit A, attached hereto, and further shown on a plan entitled. "Site Plan Northeast Terrace Condominium", which plan exhibits, among other things, the location and arrangement of Buildings A, C and C of the Condominium together with the driveways, parking areas and building approaches.

Also attached hereto and made a part hereof are the floor plans of the Condominium units depicted on six plans, entitled:

- (a) "First Floor Plan A Building Northeast Terrace Condominium"
- "Second Floor Plan A Building Northeast Terrace (b) Condominium"
- "Third Floor Plan A Building Northeast Terrace Condominium"
- (d) "First Floor Plan B and C Bldgs. Northeast Terrace . Condominium"
- (e) "Second Floor Plan B and C Bldgs. Northeast Terrace Condominium"
- (f) "Third Floor Plan B and C Bldgs. Northeast Terrace Condominium"

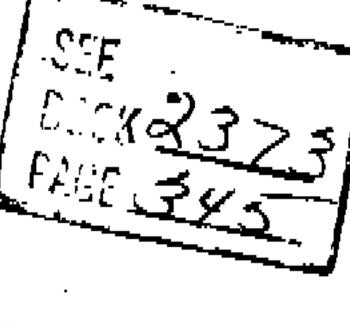
Buildings B and C being idential in their layout are shown together upon the aforesaid Floor Plans with appropriate designations of unit numbers. All plans are certified by Thomas A. Kirley, Registered Architect, April 1. 1982. The seven said plans are hereinafter referred to as "Floor Plans".

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3. The buildings comprised in the condominium are as follows:

Bldg. No.	Address	Stories	Residential Units
A	Units Al, A2, A3, A4, A5, A6, A7 222 North East St. Amherst, MA 01002	9 with cellar	7 Units (Al thru A7)
B	Units B8, B9, B10, B11, B12, B14, B15, B16, B17 222 North East St. Amherst, MA 01002	3 with Cellar	9 Units (B8 thru Bl2 and (B14 thru B17)
	Units C18, C19, C20, C21, C22, C24, C25, C26, C27 222 North East St. 50 Amherst, MA 01002	3 with Cellar	9 Units (Cl8 thru C22 and C24 thru C27)

All of the said buildings are constructed principally of concrete, brick and wood, having poured concrete foundations, wood frame structures, with brick veneer, and asphalt shingle roofs. The locations of all said buildings are as shown on the said "Floor Plans".

- 4. The Condominium Units and the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and other descriptive specifications thereof are as set forth in Exhibit B entitled, "Northeast Terrace Condominium Descriptive Specifications" also attached to this Master Deed, and the said "Floor Plans". Each of said units is laid out as shown on said Floor Plans. There are seven basic categories of unit design, each of the units in each category being laid out and designed exactly the same as each of the other units in the same category. For purposes of this MASTER DEED, the categories of design are designated as follows:
 - A. ONE BEDROOM DESIGN
 - B. TWO BEDROOM LEFT DESIGN
 - C. TWO BEDROOM RIGHT DESIGN
 - D. TWO BEDROOM LARGE PATIO DESIGN
 - E. THREE BEDROOM DESIGN
 - F. TOWNHOUSE LEFT DESIGN
 - G. TOWNHOUSE RIGHT DESIGN

The said units consist of the following:

A. ONE BEDROOM DESIGN

The One Bedroom Besign floor plan is shown on said Floor Plans as Units BlO and C20 and consist of a living room, a kitchen, a bedroom, bathroom and storage room. There is a closet in the bedroom, bathroom, the entry way and the small hall leading to the kitchen. There is a patio outside and adjacent to the living room which shall be considered Common

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Property, except that there shall be appurtenant to each Unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

B. TWO BEDROOM LEFT DESIGN

The Two Bedroom Left Design is shown on said Floor Plans as Units No. A5, A7, Bll and C21 and consist of two bedrooms, a bathroom, a living room, a kitchen and a small storage room. There is a closet in each bedroom, the bathroom, the entry way and the hall leading to the kitchen. There is a patio outside and adjacent to the living room which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

C. TWO BEDROOM RIGHT DESIGN

The Two Bedroom Right Design is shown on said Floor Plans as Units No. Al, A3, B8, B16, B17, C18, C26 and C27 and consist of two bedrooms, a bathroom, a living room, a kitchen and a small storage room, except that Units No. B8 and C18 have an additional 8' x 8' storage room. There is a closet in each bedroom, the bathroom, the entry way and the hall leading to the kitchen. There is a patio outside and adjacent to the living room which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated thereto.

D. TWO BEDROOM LARGE PATIO DESIGN

The Two Bedroom Large Patio Design is shown on said Floor Plans as Units No. A4, B14 and C22 and consist of a living room, two bedrooms, a bathroom, a kitchen and a small storage room. There are two closets in one bedroom and one closet in the other and a closet in the living room. There is a patio outside and adjacent to the living room and one bedroom, which shall be considered Common Property, except that there shall be appurtenant to each unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

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E. THREE BEDROOM DESIGN

The Three Bedroom Design is shown on said Floor Plans as Units No. B9 and C19 and consists of three bedrooms, a bathroom, a living room, a kitchen, two storage rooms and an entry way. There is a closet in each bedroom, the bathroom, the small hall-way leading to the kitchen, and the entry way. There is a patio outside and adjacent to the living room which shall be considered Common Property, except that there shall be appurtenant to each such unit the exclusive right and easement to use the said patio adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

F. TOWNHOUSE LEFT DESIGN

The Townhouse Left Design is shown on said Floor Plans as Units No. A2, B15 and C25 and consists of a living room, a kitchen and a storage area on the first floor; two bedrooms and a bathroom on the second floor; and a stairwell leading from the first floor to the second floor. There is a closet in each bedroom, the bathroom and the living room (the said Floor Plans show the first floor of the Townhouse units to lie on the "second floor plan" and the second floor of each unit to lie on the "Third floor plan"). There is outside and adjacent to the living room of each such townhouse unit a balcony which shall be considered Common Property, except that there shall be appurtenant to each such townhouse unit the exclusive right and easement to use the said balcony adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

G. TOWNHOUSE RIGHT DESIGN

The Townhouse Right Design is shown on said Floor Plans as Units No. A6, B12 and C24 and consist of a living room, kitchen, and storage room on the first floor; two bedrooms and a bathroom on the second floor; and a stairwell leading from the first floor to the second floor. There is a closet in each bedroom, bathroom and the living room. There is a balcony outside and adjacent to the living room of each unit which shall be considered Common Property, except that there shall be appurtenant to each such unit the exclusive right and easement to use the said balcony adjacent to each such unit and accessible therefrom, subject to the restrictions set forth in Paragraph 8 hereof and to the provisions of the By-Laws of the Northeast Terrace Condominium Trust and other Rules and Regulations promulgated pursuant thereto.

The boundaries of the units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- A. Floors: The upper surface of the subflooring.
- B. Ceilings: The plane of the lower surface of the ceiling joists on each story, except that where the ceilings consist of roof planking and supported in whole or in part

PAUL T. FORD
ATTORNEY AT LAW
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by exposed beam rafters, the plane of the lower surface of such planking and rafters.

- D. Interior Party Walls: The interior plane of the studs.
- Exterior Building Walls, Doors and Windows: As to the walls the plane of the interior surface of the wall stud; as to the doors the exterior surface thereof; and as to windows the exterior surfaces of the glass and of the window frames.
- 5. The Common Areas and Facilities of the Condominium comprise and consist of (a) said land described in Exhibit A together with the benefit of and subject to the aforesaid rights, easements and agreements; (b) the foundations, the structural columns, girders, beams, joists, supports, and exterior walls, roofs and entrances of the buildings, and the party walls and common walls between and within the buildings; (c) the patio adjacent or appurtenant to each unit, subject to the exclusive rights and easements appurtenant to the units as hereinbefore set forth: (d) all conduits, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any unit which serve parts of the condominium other than the unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters; (f) the open parking areas, as shown on said Floor Plans; (g) the hallways, laundry rooms, storage areas, boiler rooms, and all other portions of the cellars, including but not limited to, the foregoing.

The owners of each unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage set forth in said Exhibit B for such unit.

Said Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Northeast Terrace Condominium Trust, hereinbefore referred to, and to the Rules and Regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular unit owners, and payments required therefor. Additional outdoor parking spaces may be made available and assigned to occupants of units by the Trustees of said Northeast Terrace Condominium Trust in accordance with said By-Laws and the Rules and Regulations and upon payments required thereby.

- 6. The said Floor Plans and Site Plan, together showing the layout, location, unit designations and dimensions of units and bearing the verified statement of a registered architect or the registered land surveyor that said plans fully and accurately depict the same are recorded herewith and copies attached hereto.
- 7. The purposes for which the buildings and the condominium units and other facilities therein are intended to be used are as follows:

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- A. Each of the 25 units contained within the NORTHEAST TERRACE CONDOMINIUM is intended to be used solely for single family residence purposes, subject to the restrictions set forth in Paragraph 8 hereof, provided, however, that such units may be used by the Declarant for other purposes temporarily pursuant to the provisions of and subject to the limits set forth in the following Paragraph 7.C.
- B. The open parking areas are common facilities and shall be subject as aforesaid to the provisions of said By-Laws of the Northeast Terrace Condominium Trust and to the Rules and Regulations promulgated pursuant thereto.
- C. As provided in the foregoing Paragraph 7.A. and notwithstanding the provisions of Paragraph 8 hereof, the Declarant may, until all of said units have been sold by it, (a) let or lease units which have not been sold by it and (b) use any units owned by it as models for display for purposes of sale or leasing of units.
- 8. Said residential units shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees of the Northeast Terrace Condominium Trust, pursuant to provisions of the By-Laws thereof, hereinbefore referred to, (a) no such Two Bedroom Unit shall be used for any purpose other than as a dwelling for not more than two unrelated adults, or for not more than two adults and two children related by blood or marriage. In a Three Bedroom Unit, occupants may not exceed three unrelated adults, or for two adults and three children related by blood or marriage; (b) no business activities of any nature shall be conducted in any such unit! (c) no such unit shall be rented, let, leased or licensed for use or occupancy by others than the family of the owner thereof except to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupancy of units because of race, creed, color or national origin; (d) no animal other than one dog, one cat, or other small household pet may be kept in or about the unit, subject to the Rules and Regulations of the said Northeast Terrace Condominium Trust. In any given case, the Trustees of the said Northeast Terrace Condominium Trust may declare any such dog, cat or other pet animal to be a nuisance and may by notice to the occupant of the unit in which the animal is kept order the immediate removal thereof from the premises; (e) the architectural integrity of the buildings and the units shall be preserved without modification, and to that end, without limiting the generality, no balcony enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such unit or any part thereof, no addition to or change or replacement of an exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any unit nor on the interior surface of any window; and (f) all use and maintenance of such unit shall be conducted in a manner consistent with the comfort and convenience of the occupants of other units and in accordance with the said Rules and Regulations with respect thereto from time to time promulgates by said Trustees.

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Said Restrictions shall be for the benefit of the owners of all of the condominium units and the Trustees of said Northeast Terrace Condominium Trust as the persons in charge of the Common Areas and Facilities shall be enforceable solely by said Trustees, or their duly authorized agent, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

- 9. The units in each of the three buildings comprising the condominium are heated by an oil-fired hot water system which consists of a boiler in each building with individual or zoned hot water heating lines leading to each unit. The cost of heating the premises including but not limited to fuel oil, water and repairs shall be considered a Common Charge, except that the Trustees may, in their sole discretion, install a system of measuring the hot water furnished to each unit for heating purposes. The purpose of such measuring devices shall be to measure the amount of hot water delivered to each condominium unit for the purpose of assess+ ing the relative costs of fuel for heating purposes to each such unit. For such purposes, devices which measure the total time that each individual unit zone valve remains open shall be considered adequate to compute the relative flow of heating hot water to each such unit. If the Trustees of the Northeast Terrace Condo+ minium Trust shall elect to install such meters they shall cause the same to be read monthly and each unit owner shall pay, in addition to his proportionate share of the Common Charges set forth in Article VII B2 of the Declaration of Trust and By+Laws of Northeast Terrace Condominium Trust, hereinbefore mentioned, an amount of money equal to said unit owner's proportionate share of the total fuel oil costs for all units of the condominium, subject to the provisions of said Northeast Terrace Condominium Trust and the Rules and Regulations promulgated by the Trustees thereunder.
- 10. This MASTER DEED may be amended by an instrument in writing (a) signed by the owners of the units entitled to seventy-five (75) per cent or more of the undivided interest in the Common Areas and Facilities, and (b) signed and acknowledged by a majority of the Trustees of the Northeast Terrace Condominium Trust, and (c) duly recorded with the Hampshire County Registry of Deeds; PROVIDED, HOWEVER, that:
 - A. The date on which any such instrument is first signed by a unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date:
 - B. No instrument of amendment which alters the dimensions of any unit shall be of any force or effect unless the same has been signed by the owners of the unit so altered:
 - C. No instrument of amendment which alters the percentage of the undivided interest to which any unit is entitled in the Common Areas and Pacilities shall be of any force or effect unless the same has been signed by the owners of all of the units and said instrument is therein designated as an Amended Master Deed;

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ATTORNEY AT LAW
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- D. No instrument of amendment affecting any unit in a manner which impairs the security of a first mortgage or record thereon held by a bank or insurance company shall be of any force or effect unless the same has been assented to by such holder; and
- B. No instrument of amendment which alters this MASTER DEED in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be of force or effect.

11. The Trust through which the unit owners will manage and regulate the Condominium established hereby is the NORTHEAST TERRACE CONDOMINIUM TRUST, under Declaration of Trust dated this date, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees thereof are as follows:

Northeast Terrace, Inc., a Massachusetts business corporation with principal offices at 49 S. Pleasant Street, Amherst, MA, acting as General Partner of Northeast Terrace Limited Partnership, a limited partnership existing under the laws of the Commonwealth with principal offices at 49 S. Pleasant Street in said Amherst.

Said Trustee has enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of said Chapter 183A of the General Laws of Massachusetts, to which By-Laws this MASTER DEED is hereby expressly made subject.

- 12. Said Northeast Terrace Condominium Trust shall have a right of first refusal with respect to all sales of condominium units (except the initial sales thereof by the Declarant), and to that end no owner of any unit shall sell or convey the same to any person other than a spouse or child of such owner unless he shall first offer the same for sale to the Northeast Terrace Condominium Trust Trustees as provided in the By-Laws of said Trust.
- 13. The units and Common Areas and Facilities, and the unit owners and trustees of said Northeast Terrace Condominium Trust, shall have the benefit of and be subject to the provisions of said Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this MASTER DEED or in said Declaration of Trust of the Northeast Terrace Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of said Chapter 183A in their relation to each other and to the

PAUL T. FORD
ATTORNEY AT LAW
40 & PLEASANT ST.
AMKERST, MASS. 01002

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Condominium established hereby, including, without limitation, provisions thereof with respect to improvement and rebuilding of Common Areas and Facilities, and with respect to removal of the condominium premises or any portion thereof from the provisions of said Chapter 183A.

14. All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1.

WITNESS the execution hereof under seal the day and year first above written.

NORTHEAST TERRACE LIMITED PARTNERSHIP

By: NORTHEAST TERRACE, INC.

ia.

By Daul T. Ford, President

THE COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

April 12, 1982

Then personally appeared the above named PAUL T. FORD and acknowledged the foregoing instrument to be the free act and deed of NORTHEAST TERRACE, INC., acting as General Partner of Northeast Terrace Limited Partnership, before me,

Steven J. J. Weisman, Notary Public.

My Commission Expires: 7/22/88

PAUL T. FORD
ATTORNEY AT LAW

49 & PLEASANT ST.
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EXHIBIT A

The real estate situated on the westerly side of North East Street in said Amherst, Hampshire County, Massachusetts, bounded and described as follows:

Beginning at the southeast corner of said premises, on the westerly side of North East Street, it being the Northeast corner of land belonging now or formerly to Emma Jones; thence westerly on land now or formerly of said Emma Jones to land now or formerly of Joseph Tidlund; thence northerly on land now or formerly of said Tidlund to the highway running from North East Street westerly to East Pleasant Street; thence easterly on said highway to land now or formerly of Mary Flemming; thence southerly and thence easterly on land now or formerly of said Flemming to North East Street; thence southerly on said North East Street to the place of beginning.

EXCEPTING, however, from the property above described, those portions conveyed to Beatrice Spear by deed dated December 28, 1951, recorded with Hampshire County Registry of Deeds, Book 1109, Page 249; the portion conveyed to Francis A. Fleury et ux by deed dated December 14, 1953, recorded in said Registry, Book 1157, Page 431; and the portion conveyed to Louis S. Lavin et ux by deed dated October 3, 1973, recorded in said Registry, Book 1737, Page 1.

Being all the same premises described in deed of Lincoln Realty Corporation of Amherst to Northeast Terrace, Inc. acting as General Partner of Northeast Terrace Limited Partnership, dated April 12, 1982.

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ATTORNEY AT LAW
40 E. PLEASANT ST.
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NORTHEAST TERRACE CONDOMINIUM. DESCRIPTIVE SPECIFICATIONS

Bldg	Deacr	iption	Un	it Desc	ription	and Features	· · · · · · · · · · · · · · · · · · ·	Undivided
Bldg.	of Stor- ies	- No. of Units	Unit No.	No. of lst Floor	Rooms* 2nd Floor	Approx.	Unit Type Position	Interest Unit Percent
A	3	7	A].	6	0	768	2 Bed. Rt.	3.822
		· -	A2	3	3	874	Townhouse Lf.	4.66%
			А3	6	0	768	2 Bed. Rt.	3.82%
•			A4	6	0	754	2 Bed. lg. patio	3.82%
			A5	6	Ō	768	2 Bed. Lf.	3.82%
			A6	3	3	874	Townhouse Rt.	· ·
			A7	6	0	768	2 Bed. Lf.	3.827
В	3	9	в8	6	0	832	2 Bed. Rt.	3.82%
			в9	7	0	940	3 Bed.	4.24%
			B10	5	0	624	1 Bed.	3.13%
			B11	6	0	768	2 Bed. Lf.	3.82%
			B12	3	3	874	Townhouse Rt.	
			B14	6	0	754	2 Bed. 1g. patio	3.82%
			B15	3	3	874	Townhouse Lf.	4.66%
	,		B16	6	0	768	2 Bed. Rt.	3.82%
			B17	6	0	768	2 Bed. Rt.	3.82%
C	3	9	C18	6_	0	832	2 Bed. Rt.	3.82%
			C19	7	0	940	3 Bed.	4.24%
	-		C20	5	0	624	1 Bed.	3.13%
			-C21	6	0	768	2 Bed. Lf.	3.82%
			C22	6	0	754	2 Bed. 1g. patio	3.82%
			C24	3	3	874	Townhouse Rt.	4.66%
			C25	3	3	874	Townhouse Lf.	4:67 Z
			C26	6	0	768	2 Bed. Rt.	3.82%
		<u></u>	C27	6	0	768	2 Bed. Rt.	3.827

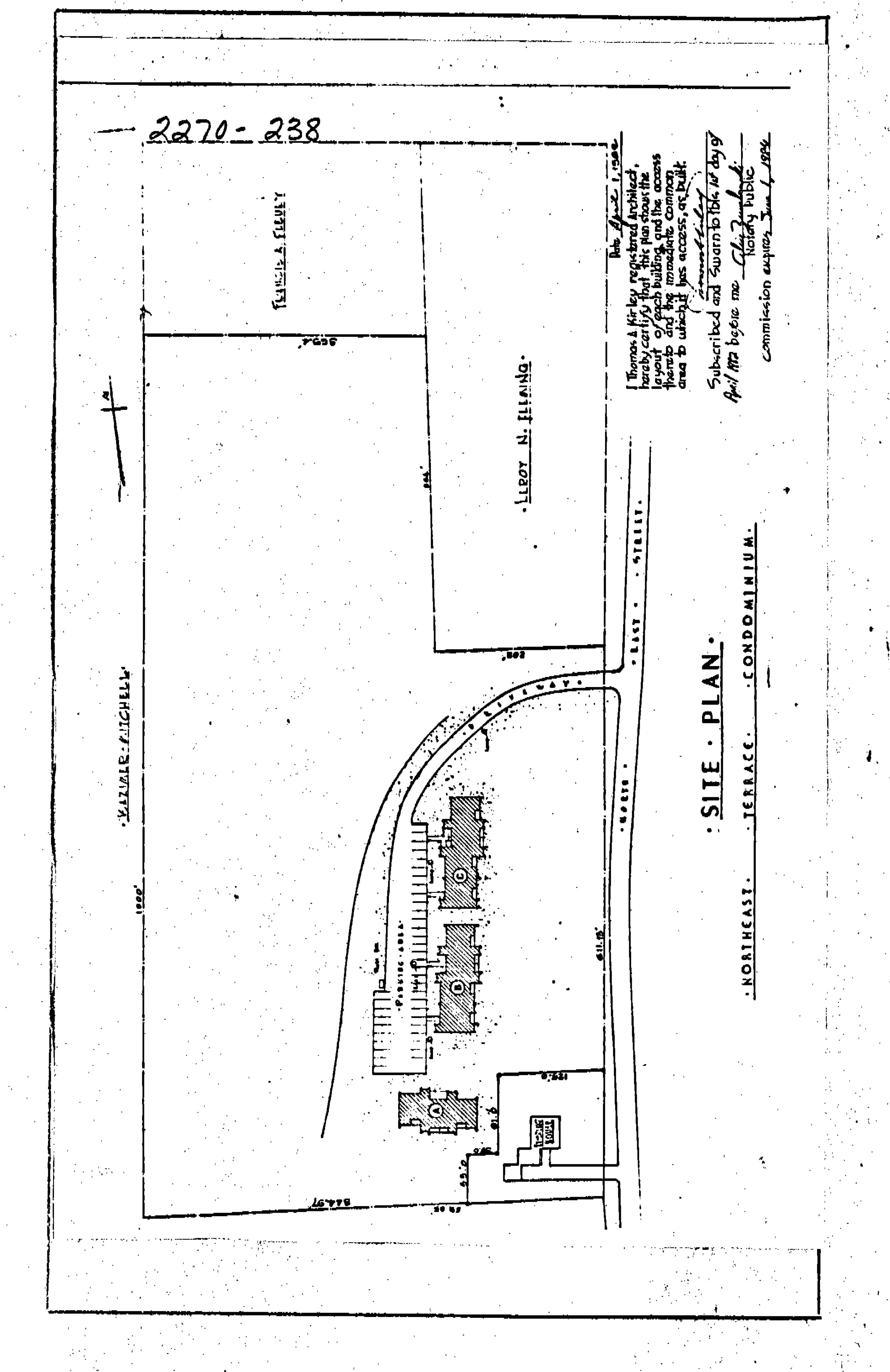
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TORNEY AT LAW

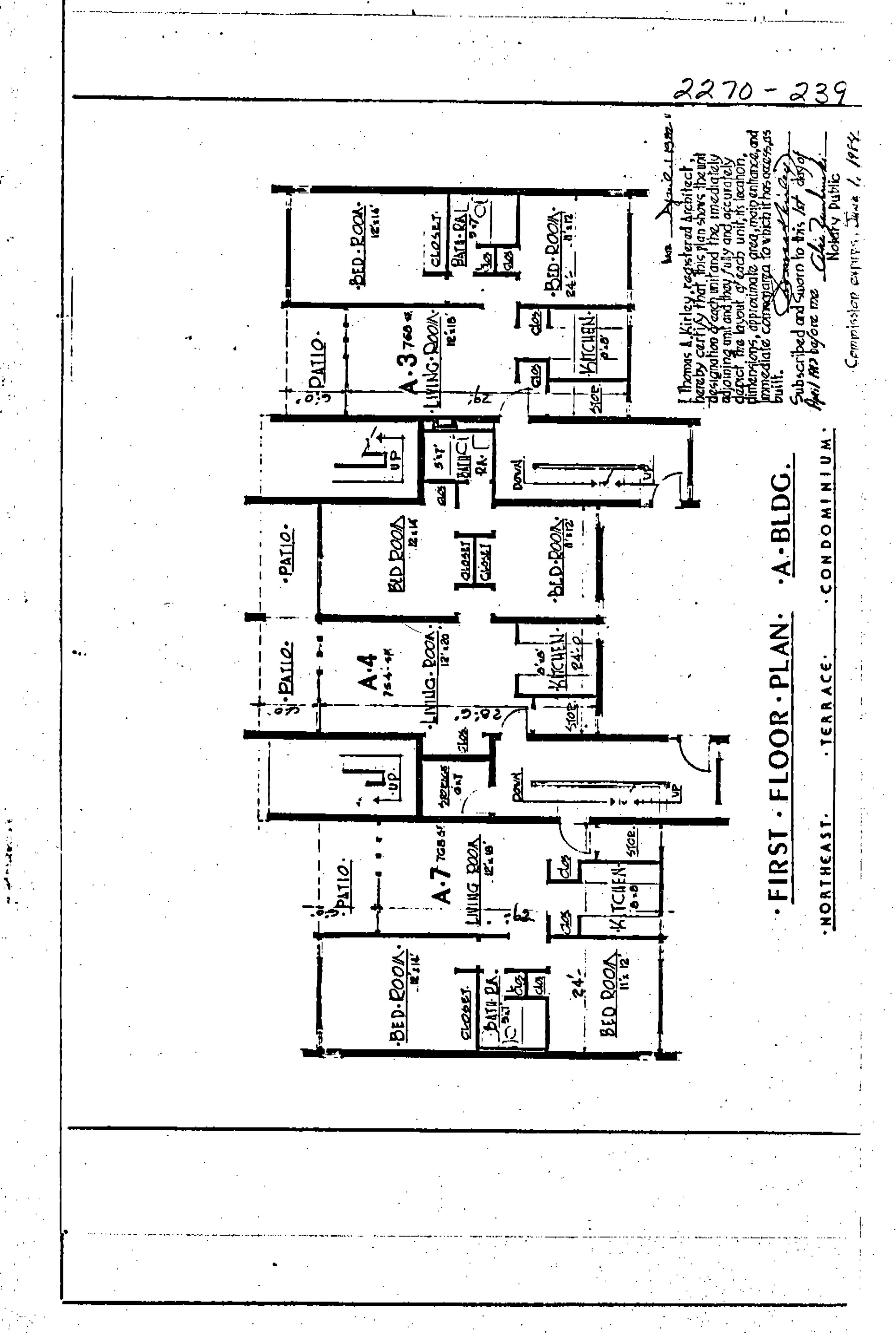
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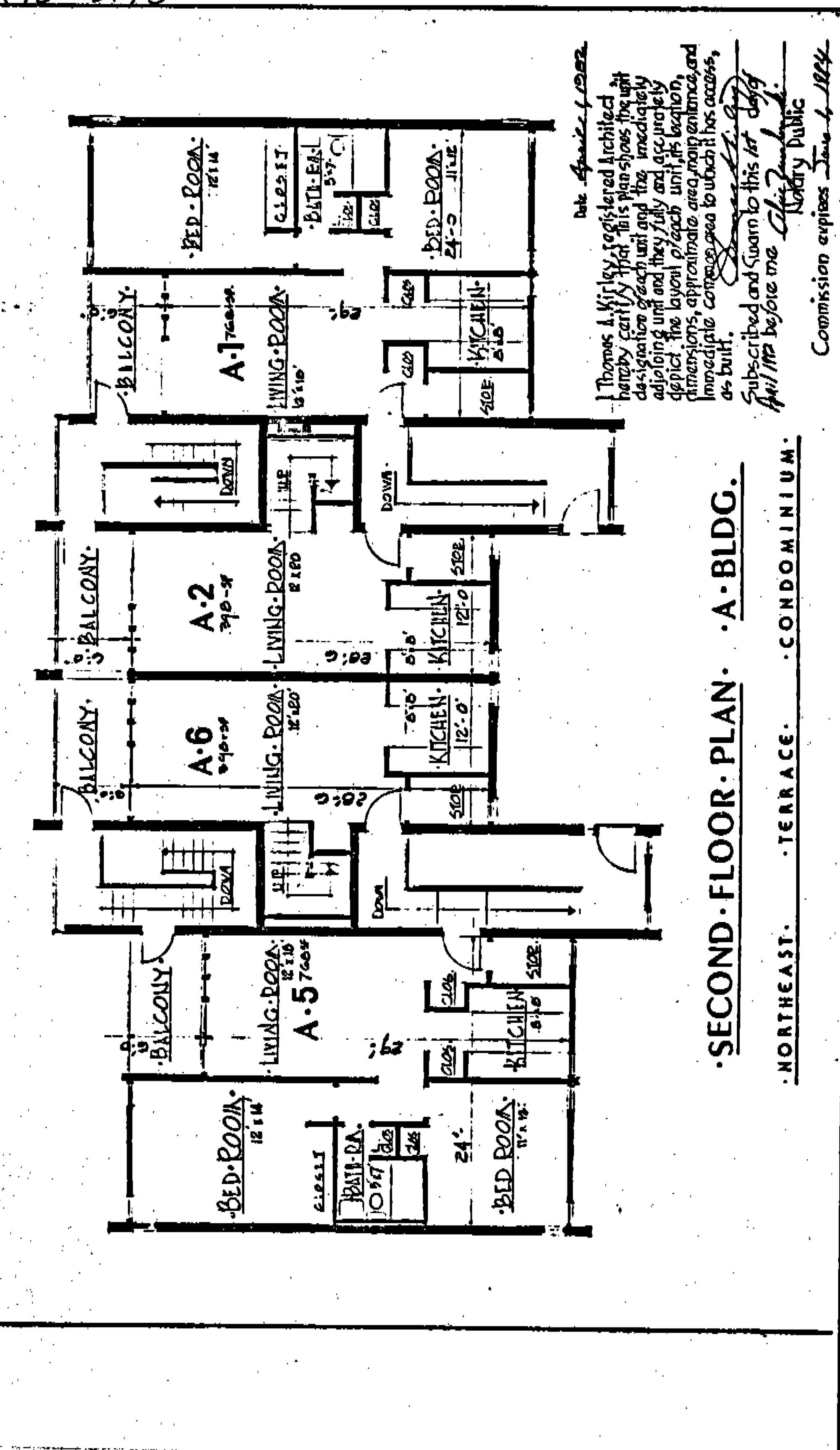
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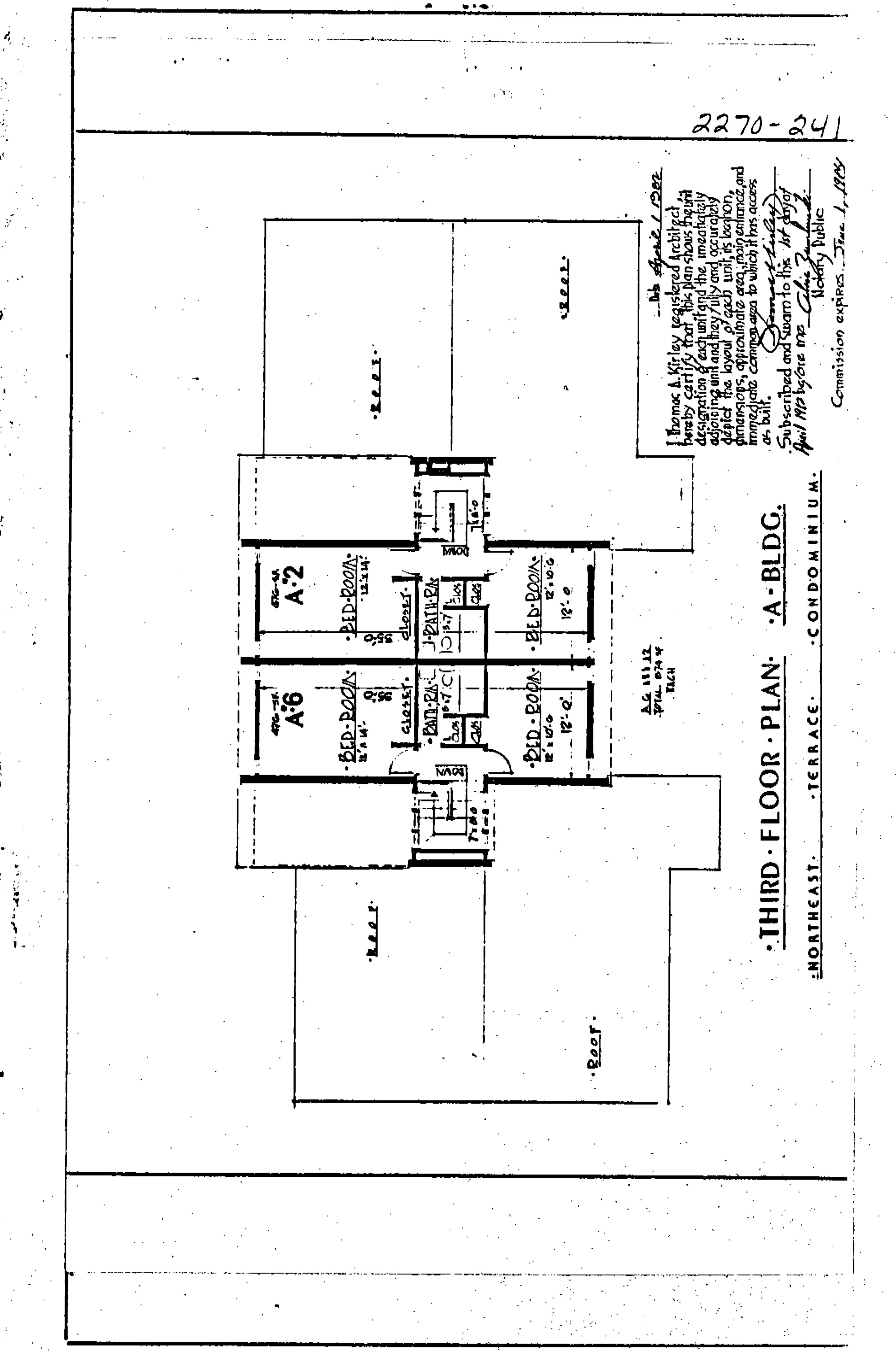
*Includes bathroom and storage rooms

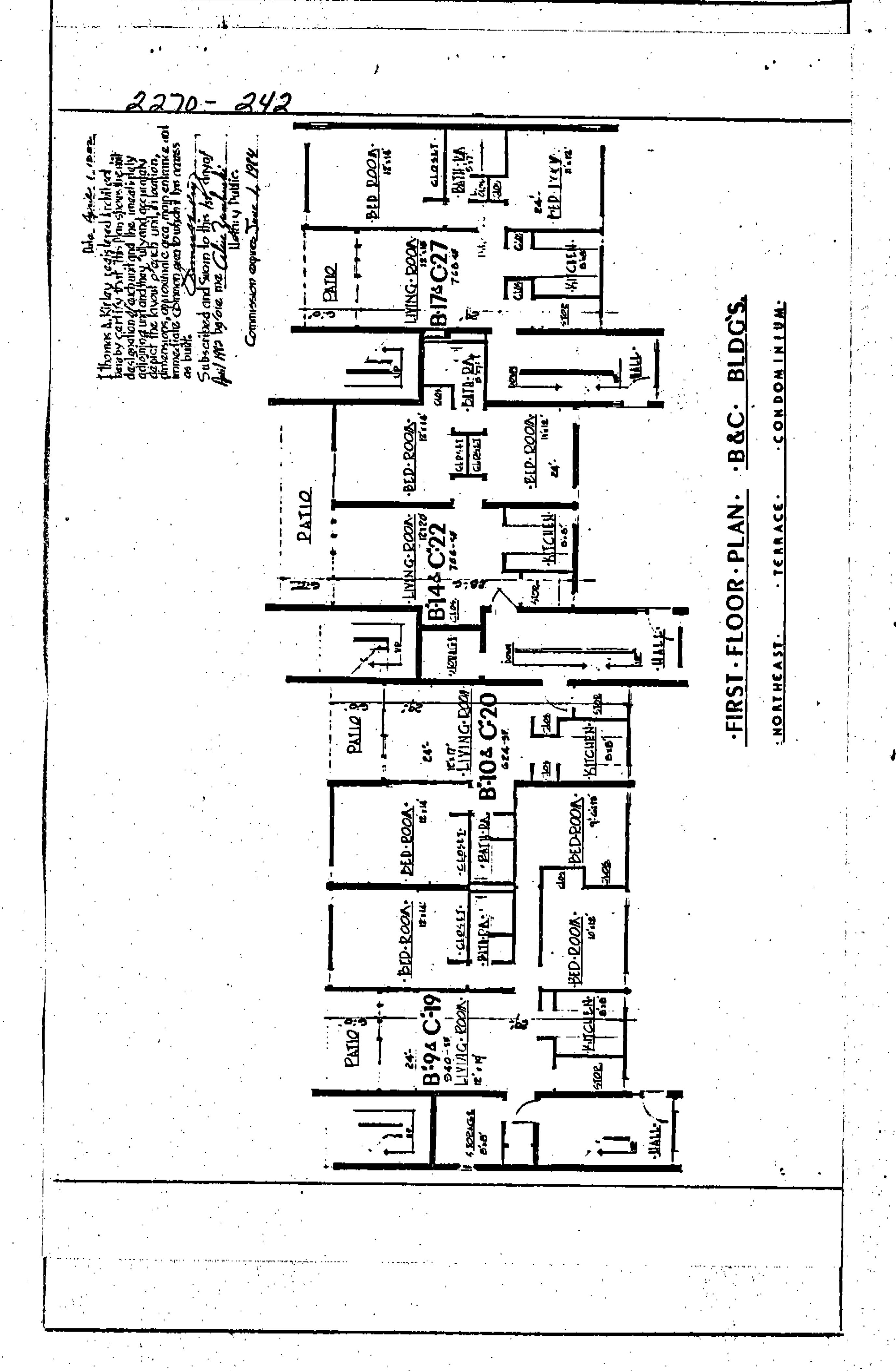
Townhouse areas include stairwell area included on both floors.

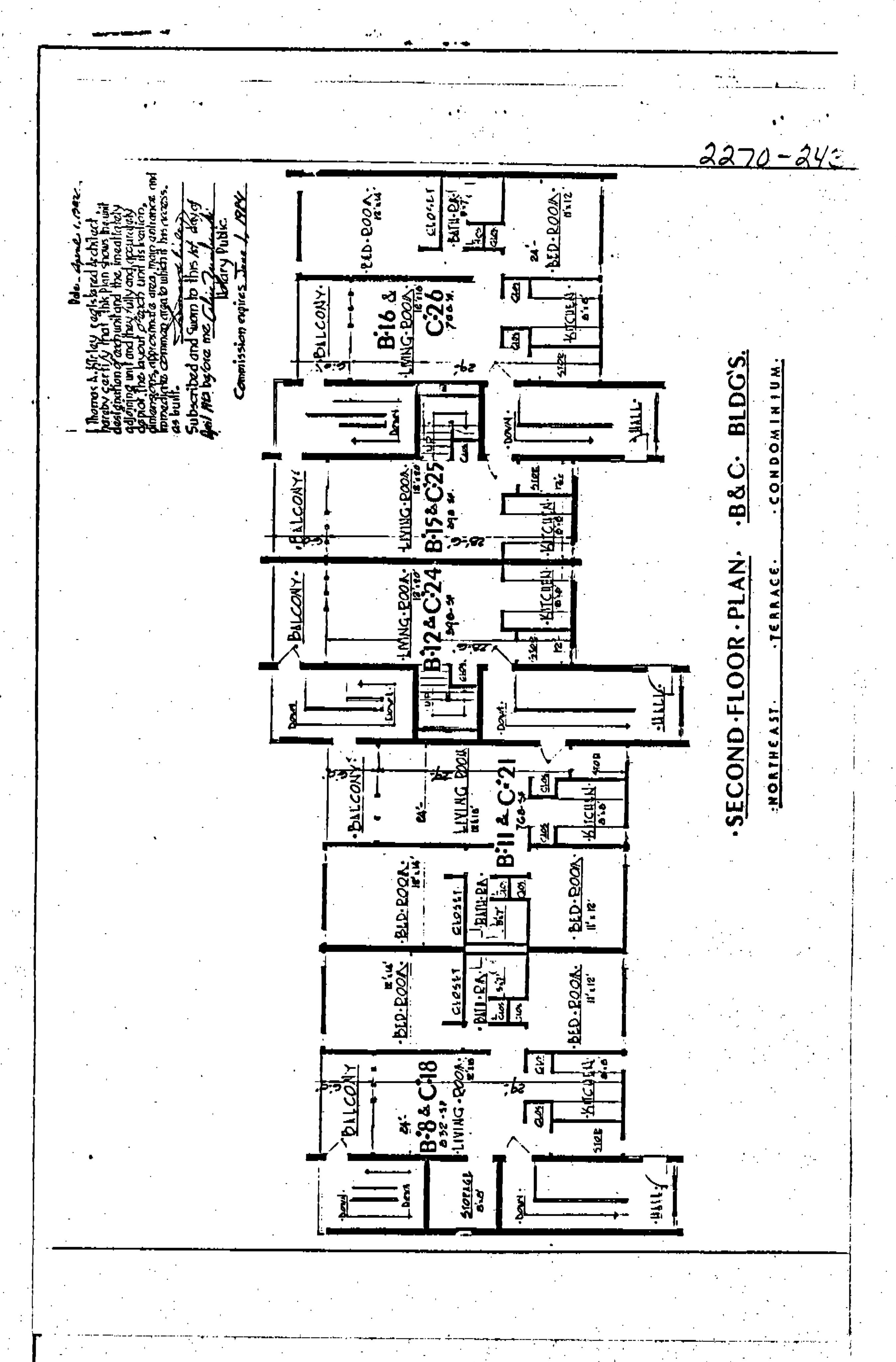


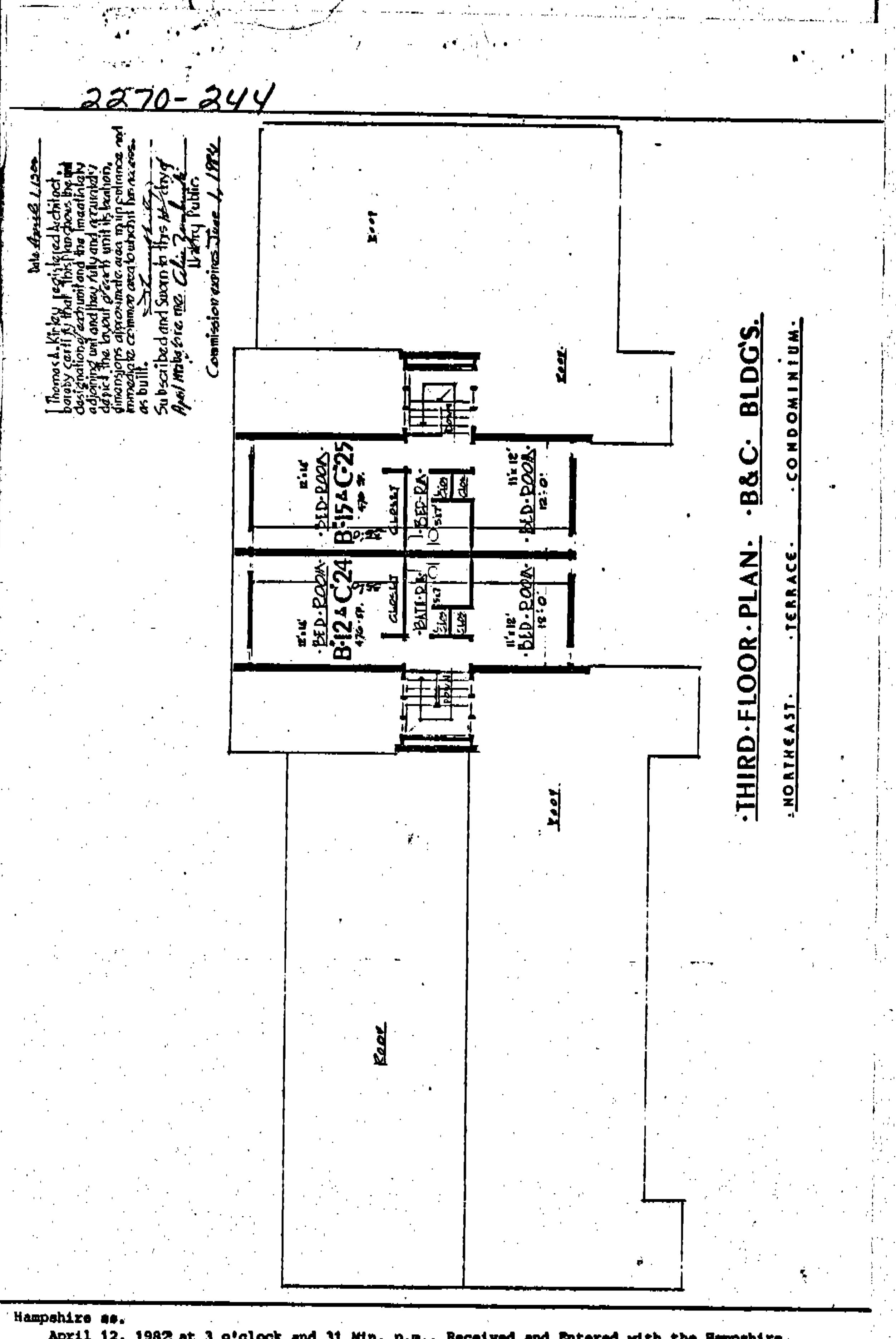












April 12, 1982 at 3 o'clock and 31 Min. p.m., Received and Entered with the Happshire County Registry of Deeds Book 2270 Page 227.

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