

MASTER DEED

This MASTER DEED of MILL VILLAGE EAST CONDOMINIUM made this 30th day of November, 1988,

WITNESSETH THAT:

MILL VILLAGE TRUST, a Massachusetts trust created pursuant to a Declaration of Trust dated June 2, 2986 and recorded with the Franklin County Registry of Deeds in Book 1961, Page 80 acting by and through its sole Trustee, William E. Evans of Bow, New Hampshire hereinafter called the DECLARANT and being the sole owner of the land together with the buildings thereon located on the easterly side of Mill Village Road in Deerfield, Franklin County, Massachusetts and being more particularly described in Exhibit "A" attached hereto and made a part hereof, by duly executing and recording this MASTER DEED does hereby submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the PREMISES}, to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, as amended, and does hereby state that it proposes to create, and does hereby create, with respect to the PREMISES, 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:

1. The Name of the Condominium shall be MILL VILLAGE EAST CONDOMINIUM
2. The premises which constitute the Condominium consist of the land, together with the buildings Thereon, located on the easterly

Side of Mill Village Road in Deerfield, Franklin County, Massachusetts, and being more particularly described on Exhibit "A" attached hereto and made part hereof and being more particularly shown on a plan of land entitled, "Mill Village East Condominiums Deerfield (Franklin County) MA prepared for Mill Village Trust dated April 1988, C.T. Male Associated, P.C. formaerly Gordon E. Ainsworth and Associated, Inc., Engineers, Surveyors and Planners, Greenfield Massachusetts which plan is recorded with Franklin County Registry of Deeds in Plan Book ____, Page ____.

3. The Condominium consists of a total of twenty (20) units located on a total of ten (10) lots within the perimeter description of said real estate as described on Exhibit "A" hereinbefore mentioned. Each of the Condominium buildings is a duplex containing two condominium units. There shall be one building on each of the ten lots and each building shall have an attached one-car garage. The Building on Lot 1 shall contain a Cape-type unit and a Garrison-type unit. The building on Lot 4,5,6,7,8,10,11 and 12 shall contain two Garrison-type units.

Each of the buildings on the ten lots hereinbefore mentioned shall contain its own subsurface sewer disposal system within the boundary of the lot on which the building is located. In other words, each building shall have its own septic tank and leaching field which shall be entirely located on the designated lot on which the building is located. Notwithstanding the fact that each building

is located on a separately numbered lot, all of the lots represent a portion of the common area of the Condominium. Each building of the Condominium is located on Lots 1, 2, 4, 5, 6, 7, 8, 10, 11 and 12 as well as the immediate accessible common areas thereto are more particularly shown on the Site Plan which attached hereto and made a part hereof as Exhibit "B".

Each of the buildings on the ten lots which comprise the Condominium is two stories high and each of the Condominium Units has attached thereto a one-car garage. Each building has a full basement, poured concrete foundation of wood-frame construction, wood siding and fibreglass roof shingles.

4. The Condominium Units and the designations, locations, approximate area, number of rooms, immediately accessible common areas and other descriptive specifications thereof are set forth in Exhibit "C" attached hereto and made a part hereof. The plans shown as Exhibit "C" depict a plan view of the interior of each of the Condominium Units.

DESCRIPTION OF UNITS:

In addition to Mill Village Road, the Units have immediate access to the walkways, yards and parking areas adjacent thereto as shown on the site Plan hereinbefore mentioned. 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.

(c) Interior Party Walls: The plane of the interior surface of the wall studs except as to concrete foundation walls and other masonry walls in which case the boundary shall consist of the plane of the interior surface of said walls.

(d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs except as to concrete foundation walls in which case the boundaries shall consist of the plane of the interior surface of said walls; as to the doors, the exterior surface thereof and as to windows, the exterior surface of the glass and of the window frames.

5. The common areas and facilities of MILL VILLAGE EAST

CONDOMINIUM comprise and consist of (a) the land described in Exhibit "A" together with the benefit of and subject to the easements, rights of way, agreements and mortgages of record, (b) the foundations, structural columns girders, beams, joists, supports, exterior walls and roofs of the buildings, and the party walls between the Units within the building, (c) the walkways, parking areas, vehicular accesses and other areas surrounding the Units, (d) all conduits, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which facilities are contained, (e) each basement area in Buildings 1, 2, 3 and 4 a7 thou the Condominium Units in their respective buildings shall have an exclusive license to the use of said basement areas in each of the

said buildings in which the Condominium Unit is located as well as an **exclusive** license to the use of. the lot on which the building is located as well as an **exclusive license and responsibility** for the use and maintenance of the septic system servicing the building in which that particular Condominium Unit is located, (f) the yards, **lawns, gardens, driveways, walkways** and the improvements thereon and thereof, including walls, bulkheads (if any), railings, steps, - lighting fixtures and planters, **all as shown** on the exhibits attached hereto and made a part hereof.

That the proportionate interest of the respective Units in the common areas and facilities has been determined on the basis of the approximate relation which the **fair value of each Unit** on the date of the **MASTER DEED** bears to the then aggregate fair value of all the Units. The proportionate interest of each condominium unit in the common areas and facilities is a 5% interest.

Each Unit includes the ownership of all utility lines, **heating, Plumbing, electrical and other apparatus and other equipment** which exclusively serve and are located within the individual Unit and the basement thereto. It shall be the **sole responsibility** of such Unit Owner to maintain and repair all mechanicals serving in the Condominium Unit and to replace same when **necessary**.

The owners of each Unit may be granted the **exclusive use** of a parking space or spaces and/or the **exclusive use** of a garage appurtenant to their Condominium Unit as the same may be designated In the Condominium Unit Deed.

The Unit Owners Association hereinafter described has a right of entry to each Unit to effect emergency repairs or other necessary repairs which the Unit owner has failed to perform.

Each Unit shall be subject to the By-Laws of the Unit Owners Association and Rules and Regulations created thereby.

6. The Unit Owners Association in its sole and absolute discretion, may designate certain portions of the common areas and facilities_ for limited or restrictive use, and such designations or restrictions shall be upon such terms and conditions, and with such stipulations and agreements, as the Trustee shall deem advisable, and the purposes of this Paragraph may be carried out by the Rules and Regulations of the Condominium Trust.

The use of common areas and facilities shall be subject to the Provisions of (a) this MASTER DEED, (b) the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, and (c) Massachusetts General Laws, Chapter 183A, as amended.

7. Statement of Purposes. The Units are intended to be used as follows:

(A) All Units shall be used for residential purposes.

(B) The following restrictions and regulations shall apply to the use and occupancy of the parking spaces:

(1) The parking spaces may be used only for parking of private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of Unit owners entitled to use said parking spaces, and their immediate families. No trucks, boats, trailers (whether capable or

independent operations or attached to an automobile or other vehicle), commercial **vehicles** and the like, may be parked in the **parking spaces except with the** written consent of the Trustee(s) of the Condominium Trust (hereinafter defined). Only one vehicle is allowed in each parking space.

(2) All vehicles shall be parked **within their respective** parking spaces.

(3): A Unit Owner, by written **permission, may** permit any tenant, guest, servant, licensee, or other party, the right to use a parking space which said Unit Owner is entitled to use, but all parties using said parking spaces shall comply with the provisions relating to such use contained in **this MASTER DEED**, the Condominium Trust, and the rules and regulations promulgated pursuant to said Condominium Trust.

(4) In instances where vehicles using the parking areas and facilities of the Condominium or parking spaces do not comply' with the foregoing **provisions, the Trustee(s) of the** Condominium Trust are authorized to allow the towing of the noncomplying vehicles at the expense of the owners of such vehicles.

(C) The following conditions and restrictions shall apply to the tenant, renting or leasing of Units:

(1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;

(2) No Unit may be tenanted, rented, let, leased or licensed for transient or hotel Purposes.

(3) Every lease, license, or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this MASTER DEED, the Condominium Trust, and the rules and regulations of the Condominium, and that the failure of said outside occupant to comply with any of the terms of said MASTER DEED, Condominium Trust, and/or said rules and regulations shall be a default under said lease, license, or tenancy arrangement. **There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Paragraphs (5) and (6) of the MASTER DEED;**

(4) No outside occupants shall keep, house or harbor any pets or animals in a Unit or Common Elements unless first consented to by the Trustee(s) of the Condominium Trust;

(5) The provisions of the within Paragraph (C) (3) shall not apply to any bona fide first **mortgage** lender who **obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable laws.**

(D) Notwithstanding the provisions contained in Paragraphs (5) and (6) hereof, the DECLARANT, or any successor to its interest in the Condominium, hereby reserve(s) the right, until all of the Units have been sold by DECLARANT or such successor to:

(a) Lease any Units or parked spaces owned by the DECLARANT;

(b) Use any Units owned by the DECLARANT as models for display for purposes of selling or leasing of Units or for other lawful purposes.

(E) Use of the **Building and Common Areas** may also be restricted under provisions of the Condominium Trust and "Rules and Regulations" promulgated pursuant thereto and recorded herewith.

8. Restrictions on Use. Unless otherwise permitted in a writing executed by a majority of **the Trustees of the Condominium Trust** pursuant to the provisions thereof:

(A) No Unit shall be used for any purposes not specified in Paragraph (7) above.

(B) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no awning, screen, antenna, banner, or other device, and no exterior change, addition, structure, projection, **decoration** or other feature **shall** be erected or placed upon or attached to the **Building**, any Unit, or any part thereof. This Paragraph (B) shall not restrict the right of Unit Owners to decorate the interior of their Units as they may desire.

(C) No Unit shall be used or maintained in a manner contrary to or inconsistent with (i) this MASTER DEED, (ii) the Condominium Trust and the rules and regulations promulgated thereto, or (iii) Chapter 183A.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustee(s) of the Condominium Trust and shall be enforceable

solely by one or more Unit Owners or Trustee(s), insofar as permitted by law, and, insofar as permitted by law shall be **perpetual**; and to that end may be extended 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 Unit ownership.

9. Management and Regulatory Organization. The organization through which the owners of the Condominium Units (the "Units") will manage and **regulate the** Condominium established hereby is **MILL VILLAGE EAST CONDOMINIUM TRUST**, under a Declaration of Trust (the "Condominium Trust") of even **date** and contemporaneous execution recording herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall **have** a beneficial **interest** in **proportion to** the percentage of undivided interest in common areas and facilities of the Condominium, to which they are entitled under this MASTER DEED. The name and address of the original and present Trustee (the "Trustee") of the **Condominium Trust** is as follows:

William E. Evans
194 Woodhill
Hooksett Road
Bow, New Hampshire 0330¹

The Trustee has enacted By-Laws (the "By-Laws"), which are set forth in the **Condominium Trust, Pursuant to and in accordance with** the provisions of Chapter 183A. (The term "Trustee" as hereinafter

used shall be deemed to include the successors in trust to the original Trustee and to mean the Trustee for the time being under the Condominium Trust.)

10). Amendments. This MASTER DEED may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to 75% or more or the undivided interest in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustee(s) of the Condominium Trust, and (c) duly recorded with the Registry of Deeds, PROVIDED, HOWEVER, that:

(A) The date on which any instrument of amendment 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 months after such date;

(3) 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 facilities shall be of any force of effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended MASTER DEED;

(D) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been assented to by the holder of such mortgage;

(E) 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 Chapter 183A shall be of any force or effect;

(F) No instrument of amendment which purports to affect any rights reserved to or granted to the DECLARANT shall be of any force or **effect before the** DECLARANT has conveyed title to all Units unless the DECLARANT executes the instrument of amendment; and

(G) The beneficial interest of each Unit of the Condominium **shall be held and exercised as a Unit** and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute **instruments and** otherwise exercise **the** rights appertaining to such Unit hereunder, and (b) notify the Trustee(s) of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustee(s) and **may be** changed at any time and **from time** to time by notice as aforesaid. In the absence of any such notice of **designation, the Trustee(s)** **may designate any one such Owner for such purposes.**

11. Units Subject to MASTER DEED, Unit Deed, Condominium Trust, etc.:

(A) All present future owners, tenants, visitors, servants and occupants of a Unit shall be subject to, and shall comply with, the provisions of (a) this MASTER DEED, (b) the Unit Deed -conveying such Unit, (c) the Condominium Trust and By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, (d) the items affecting the title to and the use of the land as set forth herein and (e) Chapter 183A. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of (1) this MASTER DEED, (2) the Unit Deed, if any, conveying said Unit, (3) the Condominium Trust and the By-Laws and rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and (4) the said items affecting title to and use of the land are accepted and ratified by such Owner, tenant, visitor, servant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this MASTER DEED, such Unit Deed, the Condominium Trust and By-Laws or rules and regulations Promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

(B) The failure of any Unit Owner to comply with any of the Provisions of the MASTER DEED, Condominium Trust, the rules and regulations adopted pursuant to said Trust, and the Condominium Law shall give rise to a cause of action in the Trustee(s) of said Trust, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, **including without limitation** by court action for **injunctive** relief and/or damages.

12. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving **his Unit. Each Unit shall be subject** to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, cables, **conduits, public utility lines and other Common Elements** serving such other Units and located **in** such Unit. The Trustee(s) of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein **OR** elsewhere **in all such buildings.**

(13) **Encroachments.** If any portion of the common areas and facilities of, the Condominium encroaches upon any Unit, or if any Unit now encroaches upon any portion **of the common** areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any of the buildings or alterations or repairs of the common areas and facilities made by or with the

consent of the Trustee(s), or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such building shall stand.

14. DECLARANT and the Unit Owners hereby agree as follows:

(A) That any bona fide first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

(B) That unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have - given their prior written approval, neither the Unit Owners nor the Trustee(s) of Condominium Trust shall be entitled to:

(i) By act or omission, seek or abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other **casualty** or in the case of a taking by condemnation or eminent domain;

(ii) Change the pro rate interest or obligation of any **individual Unit** for the purpose of: (a) levying assessment or charges or **allocating** distributions of hazard insurance **proceeds** or **condemnation awards**, or (b) determine the pro rate share of **ownership of each Unit in the Common Elements**;

(iii) Partition or **subdivide any Unit**;

(v) **By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements,**

PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting **special** rights of use or easements of common areas and facilities contemplated herein or in the Condominium Trust, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins, shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph;

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or

reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or **substantial loss** the Units and/or Common Elements of the Condominium.

(C) That all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(D) That in no **case shall any** provision of the MASTER DEED or the Condominium Trust give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of distribution to such Unit Owner of Insurance proceeds or condemnation awards for losses to or a **taking of such Unit and/or the common areas and facilities of the condominium;**

(E) That a bona fide first mortgage lender, upon request to the Trustee(s) of Condominium Trust, will be entitled to:

(i) Written notification from the Trustee(s) of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this MASTER DEED or the provisions of Condominium Trust which is not cured within sixty (60) days;

"(ii) Inspect the books and records of the Condominium Trust during normal business hours;

(iii) Receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) Written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(v) Prompt written notification from the Trustee(s) of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

(F) That no agreement for professional management of the Condominium or any other contract with DECLARANT may exceed a term of five (5) years, renewable by agreement by the Parties for successive one (1) year Periods, and that any such agreement shall provide for termination by either Party without cause and without payment of a termination fee on the thirty (30) days' or less written notice.

The DECLARANT intends that the provisions of this Paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium loans, and all questions with respect thereto shall be resolved consistent with that intention.

15. Conflicts. If any provision of this MASTER DEED shall be invalid or shall conflict with Chapter 183A, as amended, of the • General Laws of Massachusetts, or if any provisions of this MASTER DEED conflicts with any other provisions thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

(A) In the event of a conflict between the MASTER DEED and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(E) The iivality of any provision of the MASTER DEED shall not impair or affect the validity or enforceability of the other provisions of this MASTER DEED, and such remaining provisions of this MASTER DEED shall continue in full force and effect as if such invalid provisions had never been included herein;

(C) In the event of any conflict between the preceding Paragraph 15 and any other provisions of this MASTER DEED or the Condominium Trust, the provisions of said Paragraph 15 shall control.

15. waiwer. No provisions contained in this MASTER

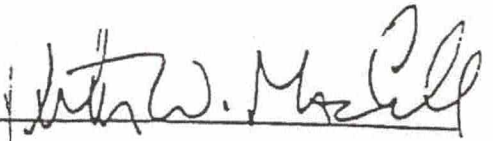
Deed shall be deemed to have been abrogated or waived by reason of any failure

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

November 30 , 1988

Then personally appeared the above named WILLIAM E. EVANS and acknowledged the foregoing instrument to be his\fr e act and deed before me.



Notary Public **L a n**

My Commission Expires: January 27, 1995

EXHIBIT "A"

BEGINNING at an iron pin located in the easterly sideline of Mill village Road, said iron pin marking the northwesterly corner of land now or formerly of Richard and Adelaide Safirowicz; thence N 27° 54'56" W along the easterly sideline of Mill Village Road a distance of 350.00 feet to a concrete bound; thence northeasterly along the arc of a curve having a radius of 20.00 feet a distance of 31.42 feet to a concrete bound; thence easterly along the arc of a curve having a radius of 88.55 feet a distance of 104.87 feet to a concrete bound; thence S 86° 02'56" E a distance of 125.83 feet to an iron pin; thence S 86° 02'56" E a distance of 54.90 feet to a concrete bound; thence easterly along the arc of a curve having a radius of 175.00 feet a distance of 283.40 feet to a concrete bound; thence N 01° 19'51" E a distance of 141.29 feet to a concrete bound; thence along the arc of a curve having a radius of 60.00 feet a distance of 264.46 feet to a concrete bound; thence along the arc of a curve having a radius of 40.00 feet a distance of 50.64 feet to a concrete bound; thence S 01° 19'51" W a distance of 45.90 feet to a concrete bound; thence along the arc of a curve having a radius of 125.00 feet distance of 202.43 feet to a concrete bound; thence N 86° 02'55 W a distance of 93.50 feet to an iron pin; thence N 86° 02'56W a distance of 87.23 feet to a concrete pin; thence along the arc of a curve having a radius of 238,55 feet a distance of 1-32.68 feet to a concrete bound; thence along the arc of a curve having a radius of 20.00 feet a distance of 31.42 feet to a concrete bound, the last 14 courses being along Evans Lane as shown on said plan; thence N 27° 54'56" W a distance of 86.0A feet to a point; thence N 32° 34'56" W a distance of 32.74 feet to an iron pin; thence N 32° 34'56" W a distance of 300.00 feet to an iron pin, the last three courses being along the easterly sideline of Mill Village Road thence N 83° 19'21" E along land now or formerly of Peter and Kathleen Melnick a distance of 1,006.92 feet to an iron pin; thence S 08° 32'21" W along land now or formerly of the Commonwealth of Massachusetts and land now or formerly of William P. Belunes, Julia M. Belunes and Janet P. Callahan, a distance of 864.43 feet to an iron Din; thence S 83° 15'15" W along land now or formerly of Richard and Adelaide Safirowicz a distance of 422.25 feet to the iron Din at the place of beginning, exeoting and excluding therefrom parcel 9 as shown on said Plan.

Containing parcels 1, 2, 4, 5, 6, 7, 8, 10, 11 and 12 as shown on said plan.