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BK1512

MASTER DEED

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OF

WASHINGTON PARK CONDOMINIUM

Richard D. Cohen, Trustee of the W.P. Realty Trust w/d/t dated June 12, 1981, recorded with Essex North Registry of Deeds herewith, being the sole owner of the premises in Andover, Essex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Essex County North Registry of Deeds (the "Registry of Deeds") does hereby submit the premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to the premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the condominium shall be:  
WASHINGTON PARK CONDOMINIUM

Section 2. Description of Land. The land on which the condominium is located is generally known as 10-100 Washington Park Drive and 237-259 North Main Street, Andover, Essex County, and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

Section 3. Description of Buildings. There is, on the land described in Exhibit A, fourteen buildings (the "Buildings") which have been divided into a total of 157 condominium units. Each Building has been divided into 12 condominium units except for the Superintendent's House which consists of 1 condominium unit. None of the Buildings except the Superintendent's House have a basement. Andover House has 3 stories; Bradford House and Concord House each have 3 1/2 stories; Exeter House, Franklin House, Groton House, Hamilton House, Jefferson House, Lexington House, Manchester House, Newton House and Plymouth House all have 2 stories; and the Superintendent's House has 1 story above the basement.

The principal construction materials of all Buildings other than the Superintendent's House, is brick and block bearing wall with steel joists, metal decking and concrete slab. The Superintendent's House consists of concrete block foundation with wood frame construction. The interior partitions of all Buildings are wood studs with drywall. Roofs of all Buildings are asphalt shingle on wood sheathing and rafters. The plumbing systems for all buildings are copper, galvanized and cast iron pipes.

*See Pl. # 8661*

*First Amendment to Master Deed B1546 P348*

*Second Amend to Master Deed B1553 P320*

*1st and Msh De B3396 p 33*

**Section 4. Floor Plans; Designations of Units and Their Boundaries** The following plans of the Buildings, showing the layout, location, unit designation and dimensions of the Units, stating the name of the Buildings and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same, captioned "Washington Park Condominium, Andover, Massachusetts" (the "Plans"), are recorded with and as a part of this Master Deed. The Plans consist of 14 sheets as follows:

Sheet 1 - Andover House  
Sheet 2 - Bradford House  
Sheet 3 - Concord House  
Sheet 4 - Dover House  
Sheet 5 - Exeter House  
Sheet 6 - Franklin House  
Sheet 7 - Groton House  
Sheet 8 - Hamilton House  
Sheet 9 - Jefferson House  
Sheet 10 - Lexington House  
Sheet 11 - Manchester House  
Sheet 12 - Newton House  
Sheet 13 - Plymouth House  
Sheet 14 - Super's House

The condominium units (the "Units"), their designation, location, approximate area, number and composition of rooms and the immediate common areas to which each has access are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference.

With the exception of the Superintendent's House Unit, which Unit consists of the entire Superintendent's House Building, the boundaries of each of the Units are as follows:

**Floors:** The plane of the upper surface of the subflooring.

**Ceilings:** The plane of the upper surface of the finish ceiling material.

**Interior building walls:** The plane of the surface of the wall studs or the masonry where masonry is the finish material facing the Unit of walls between Units and of walls between a Unit and common area.

**Exterior building walls:** The plane of the interior surface of the studs or the plane of the interior surface of the masonry where masonry is the finish material;

**Exterior doors and windows:** As to doors leading to common areas, the exterior surface of the doors and the interior unfinished surface of the door frame; as to windows, the

exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the interior unfinished surface of the window frame.

Section 5. Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

- (a) The land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force;
- (b) All portions of the Buildings, other than the Superintendent's House Building, not included in any Unit by virtue of the Plans and section 4 above, including, without limitation, the following to the extent such may exist from time to time:
  - (1) The foundations, structural members, beams, supports, exterior walls, exterior doors, frames for exterior windows and for doors leading from Units to common areas, roofs, entrances and exits of the Buildings, walls between Units or between a Unit and common area within the Buildings, and structural walls and other structural components contained entirely within any Unit;
  - (2) The main entranceway, steps and stairway, the entrance vestibule, hallways serving more than one Unit, the mailboxes and other facilities in such hallways and the attics in each of the Buildings;
  - (3) Installations of central services such as heat, electric power, gas, hot and cold water, including all equipment attendant thereto, but not including equipment contained within and servicing a single Unit;
  - (4) All conduits, chutes, ducts, plumbing, incinerators, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Buildings and all such facilities contained within any Unit which serve parts of the Buildings (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair, and replacement;

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- (c) Laundry facilities, storage facilities and boiler rooms located in the Buildings other than the Superintendent's House Building;
- (d) Walkways, driveways, parking spaces, and other improvements on the land described in Exhibit "A" attached hereto and incorporated hereby by reference including without limitation, the swimming pool, tennis courts, shuffleboard court and 1 story Bath House areas shown on the Condominium Site Plan referred to in said Exhibit "A"; and
- (e) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by this reference. These percentage interests have been computed, conformably with Chapter 183A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-Laws of Washington Park Condominium Trust, recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall actually encroach upon any Unit or if any Unit shall actually encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

#### 5.1. Patios and Balconies

Each patio or balcony directly adjacent to any one unit only shall be common area reserved for the exclusive use of that Unit. Each patio or balcony directly adjacent to any two or more Units shall be common area reserved for the exclusive use of those Units on a shared basis. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order. Maintenance and repair of balconies and patios shall be the sole responsibility and expense of the owners of the Unit to which such balcony or patio is appurtenant.

### 5.2 Parking

Subject to regulation by the Trustees of the Condominium Trust, the Owners of each Unit shall have the right, in common with others entitled thereto, to park one personal vehicle in the parking areas of the Condominium. The Trustees may in their discretion assign parking spaces to Unit Owners. The Trustees may designate visitor parking areas and shall otherwise superintend orderly use of the parking areas. If the owners of a Unit so desire, the Trustees, in their discretion and for such duration, not to exceed the owner's ownership of the Unit, as they shall determine may assign use of an extra parking space to such Unit and may make (but shall not be required to make) such charge on behalf of the Condominium Trust for the additional space as they shall determine from time to time.

### 5.3 Use of Attics

Except for the attic in the Superintendent's House Building which shall be part of the Superintendent's House Unit and not common area, attics contained in any other Building of the Condominium shall be common area reserved for the exclusive use on a shared basis with all other Units located on the top floor of each Building containing an attic. The Units Owners of each Units so benefitted shall keep such attics clean and in good and safe order, and if used for storage such Unit Owners shall use same reasonably so that such storage does not create a fire hazard. Maintenance and repair of attics shall be the sole responsibility and expense of the respective Units to which such attics are appurtenant.

Section 6. Statement of Purposes; Restrictions on Use. The purposes for which Units and the common areas and facilities therein are intended to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the Town of Andover.

The Declarant, or any successor to its interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), lease unsold Units and use unsold Units as models for display for purposes of sale or leasing of Units.

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 purpose not specified in this Section;

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- (b) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, no porch 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 the Building or any Unit or any part of either. This subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and
- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Trust and the rules and regulations which may be adopted pursuant thereto.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, 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.

Section 7. Amendments. This Master Deed may be amended by an instrument in writing. (a) signed by one or more owners of Units entitled to at least 75% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly recorded with the Essex County South 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;
- (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 facilities shall be of any force or 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; and
- (f) Any amendment affecting the rights of the Declarant, or any successor to its interest, as provided in Section 6 to lease unsold Units and use unsold Units as models for display for purpose of sale or leasing of Units shall require the written consent of the Declarant or the successor to its interest.

Notwithstanding the foregoing provisions of this Section, unless at least 100% of the first mortgagees of Units (based on one vote for each mortgage owned) and at least 67% of the undivided interest in the common areas and facilities have given their prior written approval, this Master Deed shall not be amended so as to change any of the terms or conditions contained in Section 13 hereof.

Section 8. Trust. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Washington Park Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust, so designated in the Declaration of Trust, are as follows: Richard D. Cohen of 1330 Beacon Street, Brookline, Massachusetts; Robert Keezer of 1 Court Street, Boston, Massachusetts; and Mitchell Goldstein of 1 Court Street, Boston, Massachusetts.

Section 9. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust, shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to

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the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 10. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 11. Waiver. The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 12. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

Section 13. F.H.L.M.C. and F.N.M.A. Compliance.

Notwithstanding anything to the contrary contained in this Master Deed or the Washington Park Condominium Trust recorded herewith, Declarant and all subsequent Unit Owners hereby agrees as follows:

Section 13.1. That in the event any right of first refusal in case of the sale or lease of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Washington Park Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

13.1.1. foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

13.1.2. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

13.1.3. sell or lease a Unit acquired by the first mortgagee through the procedures set forth in Subsections 13.1.1. and 13.1.2. above.

Section 13.2. That any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

Section 13.3. That any first mortgagee 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;

Section 13.4. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common elements of the Condominium project, unless all of the first mortgagees holding mortgages on the individual Units at the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall be entitled to:

13.4.1. by act or omission, seek to abandon or terminate the Condominium project;

13.4.2. change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the common elements;

13.4.3. partition or subdivide any Unit;

13.4.4. 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 shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

13.4.5. 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.

Section 13.5. That all taxes, assessments and charges which may become liens prior to a 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, except for real estate tax bills based on assessments made prior to the premises being converted to a Condominium;

Section 13.6. That in no case shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a 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;

46 Section 13.7. That a first mortgage upon request to the Trustees of the Condominium Trust will be entitled to:

13.7.1. written notification from the Trustees 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 the Condominium Trust which is not cured within sixty (60) days;

13.7.2. inspect the books and records of the Condominium Trust during normal business hours;

13.7.3. receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the said Condominium Trust;

13.7.4. written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

13.7.5. prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

Section 13.8. That no agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and that any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

Section 13.9. That the Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

The Declarant intends that the provisions of this Section 13 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

IN WITNESS WHEREOF, on this 15th day of June, 1981, Richard D. Cohen, Trustee of the W.P. Realty Trust has caused this Condominium Master Deed to be signed under seal.

*[Signature]*  
Richard D. Cohen, Trustee as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 18, 1981

Then personally appeared the above-named Richard D. Cohen, Trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me.

*[Signature]*  
Notary Public  
My commission expires: 12-12-86

Exhibit A (Regarding Property  
in Andover, Massachusetts) to  
Washington Park Condominium Master Deed

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That certain parcel of land, together with the buildings thereon, situated in Andover, Essex County, Massachusetts and shown on a plan by Selwyn & Kirwin Assoc. dated February 7, 1981 entitled "Condominium Site Plan Washington Park Condominium Andover, Massachusetts", said plan to be recorded herewith, said parcel being bounded and described as follows: *Pls 8660, 8661*

Beginning at the Northerly abutment of the bridge across the Shawsheen River and on the Easterly Side of North Main Street;

thence running NORTHERLY by said North Main Street, one thousand eleven and 8/10 (1011.8) feet, more or less, to land now or formerly of Ellen Ayer Wood;

thence running EASTERLY at right angles one hundred (100) feet, more or less, by land now or formerly of Ellen Ayer Wood to the Shawsheen River;

thence SOUTHERLY, EASTERLY, SOUTHERLY, AND SOUTH-WESTERLY by the Shawsheen River to the point of beginning.

The Northwest corner of the premises is at a point in the Easterly line of North Main Street four and 2/10 (4.2) feet South of a Massachusetts Highway bound.

Containing twelve and 8/10 (12.8) acres, more or less.

Being the same parcel of land shown as the "Windmill Lot" on a Plan of Lands of Maurice J. Curran drawn by Horace H. Smith, Engineer, and recorded February 6, 1914 in North Essex Registry of Deeds, Plan Book 3, Plan 161.

Subject to municipal real estate taxes for the fiscal year 1982.

Subject to a mortgage to Essex Savings Bank, Haverhill Savings Bank, Lawrence Savings Bank, and Lynn Five Cents Savings Bank, dated September 14, 1965, duly recorded with said Deeds, Book 1043, Page 339, and financing statement and security agreement in connection therewith.

Subject to sewer and drainage easements duly recorded with said Deeds at Book 430, Page 432; Book 852, Page 403; Book 923, Page 42; Book 1219, Page 380; and Book 1249, Page 438.

Subject to Special Permit for construction, amendment thereto and zoning variance, granted by Board of Appeals, Town of Andover, notices of which are recorded with said Deeds Book 981, Page 158; Book 1008, Page 418; and Book 1040, Page 491.

Subject to an easement to New England Telephone & Telegraph Company recorded with said Deeds, Book 990, Page 298.

Subject to all other matters of record.

For Mortgagor's title see deed from the Trustees of Melrand Trust of even date and to be recorded herewith.

**EXHIBIT "B"**  
**WASHINGTON PARK CONDOMINIUM**

**Legends:**  
LR: Living Room  
DR: Dining Room  
K: Kitchen  
BR: Bedroom  
B: Bath  
P: Porch  
D: Den  
O: Office

Unit	Percentage Interest in the Condominium	Location	Number and Composition of Rooms	Approximate Area (sq. ft.)	Immediate Common Areas to Which Unit Has Access
Andover House-1	.885%	First Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	First Floor Hallway and Stairway
Andover House-2	.885%	First Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	First Floor Hallway and Stairway
Andover House-3	.911%	First Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	First Floor Hallway and Stairway
Andover House-4	.911%	First Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	First Floor Hallway and Stairway
Andover House-5	1.015%	Second Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	Second Floor Hallway, Stairway and Balcony
Andover House-6	1.015%	Second Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	Second Floor Hallway, Stairway and Balcony
Andover House-7	1.041%	Second Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	Second Floor Hallway, Stairway and Balcony
Andover House-8	1.041%	Second Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	Second Floor Hallway, Stairway and Balcony
Andover House-9	1.015%	Third Floor	LR/DR, K, 2BR, 2B	1340 sq. ft.	Third Floor Hallway, Stairway and Balcony

<u>EXHIBIT "B"</u>						
<u>WASHINGTON PARK CONDOMINIUM</u>						
<u>UNIT</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>	
Andover House-10	1.015%	Third Floor	LR/DR, K, 2BR, 2B	1340 sq. ft	Third Floor Hallway, Stairway and Balcony	
Andover House-11	1.041%	Third Floor	LR/DR, K, 2BR, 2B	1340 sq. ft	Third Floor Hallway, Stairway and Balcony	
Andover House-12	1.041%	Third Floor	LR/DR, K, 2BR, 2B	1340 sq. ft	Third Floor Hallway, Stairway and Balcony	
Bradford House-1	.780%	First Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	First Floor Hallway and Stairway	
Bradford House-2	.754%	First Floor	LR/DR, K, 2BR, B	990 sq. ft	First Floor Hallway and Stairway	
Bradford House-3	.806%	First Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	First Floor Hallway and Stairway	
Bradford House-4	.754%	First Floor	LR/DR, K, 2BR, B	980 sq. ft	First Floor Hallway and Stairway	
Bradford House-5	.885%	Second Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	Second Floor Hallway, Stairway and Balcony	
Bradford House-6	.872%	Second Floor	LR/DR, K, 2BR, B	995 sq. ft	Second Floor Hallway, Stairway and Balcony	
Bradford House-7	.911%	Second Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	Second Floor Hallway, Stairway and Balcony	

## EXHIBIT "B"

## WASHINGTON PARK CONDOMINIUM

Unit	Percentage Interest in the Condominium	Location	Number and Composition of Rooms	Approximate Area (sq. ft.)	Immediate Common Areas to Which Unit has Access
Bradford House-8	.898%	Second Floor	LR/DR, K, 2BR, B	1000 sq. ft	Second Floor Hallway, Stairway and Balcony
Bradford House-9	.885%	Third Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	Third Floor Hallway, Stairway and Balcony
Bradford House-10	.872%	Third Floor	LR/DR, K, 2BR, B	995 sq. ft	Third Floor Hallway, Stairway and Balcony
Bradford House-11	.911%	Third Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	Third Floor Hallway, Stairway and Balcony
Bradford House-12	.898%	Third Floor	LR/DR, K, 2BR, B	1000 sq. ft	Third Floor Hallway, Stairway and Balcony
Concord House-1	.780%	First Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	First Floor Hallway and Stairway
Concord House-2	.767%	First Floor	LR/DR, K, 2BR, B	1000 sq. ft	First Floor Hallway and Stairway
Concord House-3	.806%	First Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	First Floor Hallway and Stairway
Concord House-4	.793%	First Floor	LR/DR, K, 2BR, B	1000 sq. ft	First Floor Hallway and Stairway
Concord House-5	.885%	Second Floor	LR/DR, K, 2BR, 2B	1000 sq. ft	Second Floor Hallway, Stairway and Balcony

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EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Concord House-6	.872%	Second Floor	LR/DR, K, 2BR, B	1000 sq. ft.	Second Floor Hallway, Stairway and Balcony
Concord House-7	.911%	Second Floor	LR/DR, K, 2BR, 2B	1000 sq. ft.	Second Floor Hallway, Stairway and Balcony
Concord House-8	.898%	Second Floor	LR/DR, K, 2BR, B	1000 sq. ft.	Second Floor Hallway, Stairway and Balcony
Concord House-9	.885%	Third Floor	LR/DR, K, 2BR, 2B	1000 sq. ft.	Third Floor Hallway, Stairway and Balcony
Concord House-10	.872%	Third Floor	LR/DR, K, 2BR, B	1000 sq. ft.	Third Floor Hallway, Stairway and Balcony
Concord House-11	.911%	Third Floor	LR/DR, K, 2BR, 2B	1000 sq. ft.	Third Floor Hallway, Stairway and Balcony
Concord House-12	.898%	Third Floor	LR/DR, K, 2BR, B	1000 sq. ft.	Third Floor Hallway, Stairway and Balcony
Dover House-1	.507%	First Floor	LR, K/DR, BR, B	685 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-2	.507%	First Floor	LR, K/DR, BR, B	685 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-3	.520%	Second Floor	LR, K/DR, BR, B	685 sq. ft.	Second Floor Hallway, Stairway and Balcony

EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Dover House-4	.520%	Second Floor	LR, K/DR, BR, B	685 sq. ft.	Second Floor Hallway, Stairway and Balcony
Dover House-5	.507%	First Floor	LR, K/DR, BR, B	685 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-6	.507%	First Floor	LR, K/DR, BR, B	685 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-7	.520%	Second Floor	LR, K/DR, BR, B	685 sq. ft.	Second Floor Hallway, Stairway and Balcony
Dover House-8	.520%	Second Floor	LR, K/DR, BR, B	685 sq. ft.	Second Floor Hallway, Stairway and Balcony
Dover House-9	.416%	First Floor	LR, K, BR, B	545 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-10	.532%	First Floor	LR, K, 2BR, B	690 sq. ft.	First Floor Hallway, Stairway and Patio
Dover House-11	.546%	Second Floor	LR, K, 2BR, B	690 sq. ft.	Second Floor Hallway, Stairway and Balcony
Dover House-12	.546%	Second Floor	LR, K, 2BR, B	690 sq. ft.	Second Floor Hallway, Stairway and Balcony
Exeter House-1	.611%	First Floor	LR, K, 2BR, B	810 sq. ft.	First Floor Hallway, Stairway and Patio



EXHIBIT "B"

WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Exeter House-2	.507%	First Floor	LR, K, BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Exeter House-3	.624%	Second Floor	LR, K, 2BR, B	810 sq. ft	Second Floor Hallway, Stairway and Balcony
Exeter House-4	.624%	Second Floor	LR, K, 2BR, B	810 sq. ft	Second Floor Hallway, Stairway and Balcony
Exeter House-5	.559%	First Floor	LR, K, 2BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Exeter House-6	.559%	First Floor	LR, K, 2BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Exeter House-7	.572%	Second Floor	LR, K, 2BR, B	680 sq. ft	Second Floor Hallway, Stairway and Balcony
Exeter House-8	.572%	Second Floor	LR, K, 2BR, B	680 sq. ft	Second Floor Hallway, Stairway and Balcony
Exeter House-9	.559%	First Floor	LR, K, 2BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Exeter House-10	.559%	First Floor	LR, K, 2BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Exeter House-11	.572%	Second Floor	LR, K, 2BR, B	675 sq. ft	Second Floor Hallway, Stairway and Balcony

EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

JA

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Exeter House-12	.572%	Second Floor	LR, K, 2BR, B	680 sq. ft.	Second Floor Hallway, Stairway and Balcony
Franklin House-1	.611%	First Floor	LR, K, 2BR, B	835 sq. ft.	First Floor Hallway, Stairway and Patio
Franklin House-2	.311%	First Floor	LR, K, B	400 sq. ft.	First Floor Hallway, Stairway and Patio
Franklin House-3	.624%	Second Floor	LR, K, 2BR, B	835 sq. ft.	Second Floor Hallway, Stairway and Balcony
Franklin House-4	.624%	Second Floor	LR, K, 2BR, B	835 sq. ft.	Second Floor Hallway, Stairway and Balcony
Franklin House-5	.311%	First Floor	LR, K, B, D	380 sq. ft.	First Floor Hallway, Stairway and Patio
Franklin House-6	.611%	First Floor	LR, K, 2BR, B	835 sq. ft.	First Floor Hallway, Stairway and Patio
Franklin House-7	.624%	Second Floor	LR, K, 2BR, B	825 sq. ft.	Second Floor Hallway, Stairway and Balcony
Franklin House-8	.624%	Second Floor	LR, K, 2BR, B	835 sq. ft.	Second Floor Hallway, Stairway and Balcony

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EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Franklin House-9	.559%	First Floor	LR, K, 2BR, B	700 sq. ft	First Floor Hallway, Stairway and Patio
Franklin House-10	.559%	First Floor	LR, K, 2BR, B	700 sq. ft	First Floor Hallway, Stairway and Patio
Franklin House-11	.572%	Second Floor	LR, K, 2BR, B	700 sq. ft	Second Floor Hallway, Stairway and Balcony
Franklin House-12	.572%	Second Floor	LR, K, 2BR, B	700 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-1	.611%	First Floor	LR, K/DR, 2BR, B	800 sq. ft	First Floor Hallway, Stairway and Patio
Groton House-2	.611%	First Floor	LR, K/DR, 2BR, B	795 sq. ft	First Floor Hallway, Stairway and Patio
Groton House-3	.624%	Second Floor	LR, K/DR, 2BR, B	805 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-4	.624%	Second Floor	LR, K/DR, 2BR, B	800 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-5	.507%	First Floor	LR, K/DR, BR, B	680 sq. ft	First Floor Hallway, Stairway and Patio
Groton House-6	.611%	First Floor	LR, K/DR, 2BR, B	795 sq. ft	First Floor Hallway, Stairway and Patio

EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

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<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit Has Access</u>
Groton House-7	.624%	Second Floor	LR, K/DR, 2BR, B	805 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-8	.624%	Second Floor	LR, K/DR, 2BR, B	800 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-9	.507%	First Floor	LR, K/DR, BR, B	690 sq. ft	First Floor Hallway, Stairway and Patio
Groton House-10	.507%	First Floor	LR, K/DR, BR, B	670 sq. ft	First Floor Hallway, Stairway and Patio
Groton House-11	.520%	Second Floor	LR, K/DR, BR, B	695 sq. ft	Second Floor Hallway, Stairway and Balcony
Groton House-12	.520%	Second Floor	LR, K/DR, BR, B	670 sq. ft	Second Floor Hallway, Stairway and Balcony
Hamilton House-1	.611%	First Floor	LR, K/DR, 2BR, B	815 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-2	.507%	First Floor	LR, K/DR, BR, B	695 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-3	.624%	Second Floor	LR, K/DR, 2BR, B	815 sq. ft	Second Floor Hallway, Stairway and Balcony

EXHIBIT "E"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Hamilton House-4	.624%	Second Floor	LR, K/DR, 2BR, B	815 sq. ft	Second Floor Hallway, Stairway and Balcony
Hamilton House-5	.611%	First Floor	LR, K/DR, 2BR, B	810 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-6	.611%	First Floor	LR, K/DR, 2BR, B	795 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-7	.624%	Second Floor	LR, K/DR, 2BR, B	825 sq. ft	Second Floor Hallway, Stairway and Balcony
Hamilton House-8	.624%	Second Floor	LR, K/DR, 2BR, B	810 sq. ft	Second Floor Hallway, Stairway and Balcony
Hamilton House-9	.507%	First Floor	LR, K/DR, BR, B	675 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-10	.507%	First Floor	LR, K/DR, BR, B	670 sq. ft	First Floor Hallway, Stairway and Patio
Hamilton House-11	.520%	Second Floor	LR, K/DR, BR, B	680 sq. ft	Second Floor Hallway, Stairway and Balcony
Hamilton House-12	.520%	Second Floor	LR, K/DR, BR, B	675 sq. ft	Second Floor Hallway, Stairway and Balcony
Jefferson House-1	.611%	First Floor	LR, K, 2BR, B	835 sq. ft	First Floor Hallway, Stairway and Patio

EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Jefferson House-2	.611%	First House	LR, K, 2BR, B	820 sq. ft	First Floor Hallway, Stairway & Patio
Jefferson House-3	.624%	Second Floor	LR, K, 2BR, B	840 sq. ft	Second Floor Hallway, Stairway & Balcony
Jefferson House-4	.624%	Second Floor	LR, K, 2BR, B	825 sq. ft	Second Floor Hallway, Stairway & Balcony
Jefferson House-5	.611%	First Floor	LR, K, 2BR, B	835 sq. ft	First Floor Hallway, Stairway & Patio
Jefferson House-6	.507%	First Floor	LR, K, BR, B	690 sq. ft	First Floor Hallway, Stairway & Patio
Jefferson House-7	.624%	Second Floor	LR, K, 2BR, B	840 sq. ft	Second Floor Hallway, Stairway & Balcony
Jefferson House-8	.624%	Second Floor	LR, K, 2BR, B	825 sq. ft	Second Floor Hallway, Stairway & Balcony
Jefferson House-9	.611%	First Floor	LR, K, 2BR, B	835 sq. ft	First Floor Hallway, Stairway & Patio
Jefferson House-10	.611%	First Floor	LR, K, 2BR, B	820 sq. ft	First Floor Hallway, Stairway & Patio
Jefferson House-11	.624%	Second Floor	LR, K, 2BR, B	840 sq. ft	Second Floor Hallway, Stairway & Balcony

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EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Jefferson House-12	.624%	Second Floor	LR, K, 2BR, B	825 sq. ft	Second Floor Hallway, Stairway & Balcony
Lexington House-1	.741%	First Floor	LR/DR, K, 2BR, B	970 sq. ft	First Floor Hallway, Stairway & Patio
Lexington House-2	.559%	First Floor	LR/DR, K, BR, B	820 sq. ft	First Floor Hallway, Stairway & Patio
Lexington House-3	.754%	Second Floor	LR/DR, K, 2BR, B	960 sq. ft	Second Floor Hallway, Stairway & Balcony
Lexington House-4	.754%	Second Floor	LR/DR, K, 2BR, B	945 sq. ft	Second Floor Hallway, Stairway & Balcony
Lexington House-5	.559%	First Floor	LR/DR, K, BR, B	810 sq. ft	First Floor Hallway, Stairway & Patio
Lexington House-6	.741%	First Floor	LR/DR, K, 2BR, B	955 sq. ft	First Floor Hallway, Stairway & Patio
Lexington House-7	.754%	Second Floor	LR/DR, K, 2BR, B	960 sq. ft	Second Floor Hallway, Stairway & Balcony
Lexington House-8	.754%	Second Floor	LR/DR, K, 2BR, B	945 sq. ft	Second Floor Hallway, Stairway & Balcony
Lexington House-9	.611%	First Floor	LR, K, 2BR, B	800 sq. ft	First Floor Hallway, Stairway & Patio

**EXHIBIT "B"**  
**WASHINGTON PARK CONDOMINIUM**

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Lexington House-10	.6118	First Floor	LR, K, 2BR, B	800 sq. ft.	First Floor Hallway, Stairway & Patio
Lexington House-11	.6248	Second Floor	LR, K, 2BR, B	800 sq. ft.	Second Floor Hallway, Stairway & Balcony
Lexington House-12	.6248	Second Floor	LR, K, 2BR, B	800 sq. ft.	Second Floor Hallway, Stairway & Balcony
Manchester House-1	.7418	First Floor	LR/DR, K, 2BR, B	960 sq. ft.	First Floor Hallway, Stairway & Patio
Manchester House-2	.7418	First Floor	LR/DR, K, 2BR, B	950 sq. ft.	First Floor Hallway, Stairway & Patio
Manchester House-3	.7548	Second Floor	LR/DR, K, 2BR, B	955 sq. ft.	Second Floor Hallway, Stairway & Balcony
Manchester House-4	.7548	Second Floor	LR/DR, K, 2BR, B	945 sq. ft.	Second Floor Hallway, Stairway & Balcony
Manchester House-5	.5078	First Floor	LR, K/DR, BR, B	710 sq. ft.	First Floor Hallway, Stairway & Patio
Manchester House-6	.6248	First Floor	LR, K/DR, 2BR, B	810 sq. ft.	First Floor Hallway, Stairway & Patio
Manchester House-7	.6378	Second Floor	LR, K/DR, 2BR, B	840 sq. ft.	Second Floor Hallway, Stairway & Balcony
Manchester House-8	.6378	Second Floor	LR, K/DR, 2BR, B	805 sq. ft.	Second Floor Hallway, Stairway & Balcony



EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Manchester House-9	.624%	First Floor	LR, K/DR, 2BR, B	810 sq. ft	First Floor Hallway, Stairway and Patio
Manchester House-10	.624%	First Floor	LR, K/DR, 2BR, B	815 sq. ft	First Floor Hallway, Stairway and Patio
Manchester House-11	.637%	Second Floor	LR, K/DR, 2BR, B	810 sq. ft	Second Floor Hallway, Stairway and Balcony
Manchester House-12	.637%	Second Floor	LR, K/DR, 2BR, B	810 sq. ft	Second Floor Hallway, Stairway and Balcony
Newton House-1	.416%	First Floor	LR, K, BR, B	500 sq. ft	First Floor Hallway, Stairway, Patio
Newton House-2	.416%	First Floor	LR, K, BR, B	500 sq. ft	First Floor Hallway, Stairway, Patio
Newton House-3	.455%	Second Floor	LR, K, BR, B	595 sq. ft	Second Floor Hallway, Stairway, Balcony
Newton House-4	.455%	Second Floor	LR, K, BR, B	535 sq. ft	Second Floor Hallway, Stairway, Balcony
Newton House-5	.311%	First Floor	LR, K, B	395 sq. ft	First Floor Hallway, Stairway and Patio
Newton House-6	.416%	First Floor	LR, K, BR, B	500 sq. ft	First Floor Hallway, Stairway and Patio

EXHIBIT "g"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Newton House-7	.428%	Second Floor	LR, K, BR, B	500 sq. ft	Second Floor Hallway, Stairway & Balcony
Newton House-8	.428%	Second Floor	LR, K, BR, B	500 sq. ft	Second Floor Hallway, Stairway & Balcony
Newton House-9	.416%	First Floor	LR, K, BR, B	500 sq. ft	First Floor Hallway, Stairway & Patio
Newton House-10	.416%	First Floor	LR, K, BR, B	500 sq. ft	First Floor Hallway, Stairway & Patio
Newton House-11	.455%	Second Floor	LR, K, BR, B	535 sq. ft	Second Floor Hallway, Stairway & Balcony
Newton House-12	.455%	Second Floor	LR, K, BR, B	595 sq. ft	Second Floor Hallway, Stairway & Balcony
Plymouth House-1	.416%	First Floor	LR, K, BR, B	505 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-2	.416%	First Floor	LR, K, BR, B	505 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-3	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony
Plymouth House-4	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony

EXHIBIT "B"  
WASHINGTON PARK CONDOMINIUM

<u>Unit</u>	<u>Percentage Interest in the Condominium</u>	<u>Location</u>	<u>Number and Composition of Rooms</u>	<u>Approximate Area (sq. ft.)</u>	<u>Immediate Common Areas to Which Unit has Access</u>
Plymouth House-5	.324%	First Floor	LR, K, B	405 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-6	.416%	First Floor	LR, K, BR, B	505 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-7	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony
Plymouth House-8	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony
Plymouth House-9	.416%	First Floor	LR, K, BR, B	505 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-10	.416%	First Floor	LR, K, BR, B	505 sq. ft	First Floor Hallway, Stairway & Patio
Plymouth House-11	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony
Plymouth House-12	.428%	Second Floor	LR, K, BR, B	505 sq. ft	Second Floor Hallway, Stairway & Balcony
Superintendent's House	.912%	First Floor	LR, DR, K, 3BR, 2B, D, O, P	2810 sq. ft	A portion of the area described in Exhibit "A"

Recorded June 19, 1981 at 10:49AM #6156