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MASTER DEED

NAGOG COMMUNITY DEVELOPERS, INC., a Massachusetts corporation with its principal place of business in Acton, Middlesex County, Massachusetts (the Grantor), being the sole owner of land in Acton, Middlesex County, Massachusetts, described in Paragraph 2 and shown on the Condominium Plan described hereinafter in Paragraph 2, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (the Property), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A. The Property is a four-phase condominium known as Nagog Woods Condominium IV (the Condominium).

1. Unit Owners' Organization. An unincorporated association of unit owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the association is Nagog Woods Association IV (the Association). The names of the Board of Managers of the Association, and their respective terms of office are:

BOOK 13138 P 422-1 Kennard St Unit #1-3-5-7-11  
 BOOK 13016 P 394-1/2-3-4-5-6-7-8-9-10-11-12-13  
 BOOK 12780 P 579-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15  
 BOOK 12737 P 180-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15  
 BOOK 12737 P 142-1-2  
 BOOK 12707 P 214-1-2  
 BOOK 16307 P 427-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20  
 P 571 Unit #101  
 Comp Unit

SEE PLAN IN RECORD BOOK 12686 PAGE 27  
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<u>Name</u>	<u>Address</u>	<u>Term</u>
Gerald R. Mueller	Poor Farm Road Harvard, Massachusetts	Three years
Steven F. Doyle	608 Stearns Hill Road Waltham, Massachusetts	Three years
Whitton E. Norris, Jr.	15 Beverly Road Bedford, Massachusetts	Three years
Warren J. Reardon	112 Robbins Road Watertown, Massachusetts	Two years
Daniel Needham, Jr.	275 Somerset Street Belmont, Massachusetts	One year

2. Description of Land. A parcel of land northeasterly of Great Road in Acton, Middlesex County, Massachusetts, being a portion of Lot 5 and Parcel A as shown on a plan entitled "Definitive Subdivision Plan, Minuteman Business and Industrial Park, Plan of Land in Acton, Massachusetts", dated September 8, 1970, revised December 9, 1970, drawn by R. D. Nelson, Engineer, recorded with Middlesex South Registry of Deeds in Book 11958, Page 230, said parcel being also shown as Lot 5B on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc.", drawn by W. A. Corsano, Jr., Surveyor, dated April 26, 1973, recorded with said Deeds in Book 12542, Page 56, said parcel being also shown on Sheets 1, 2, 3 and 4 of a four-sheet plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass., Middlesex County", prepared by W. A. Corsano, Jr., Registered Land Surveyor, Scale 1" equals 20', dated May 8, 1974 (the Condominium Plan) to be recorded herewith, together with the buildings,

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improvements and structures thereon, and more particularly bounded and described as follows:

- SOUTHWESTERLY** by Great Road, as shown on said April 26, 1973 plan, nine hundred thirty-three and 96/100 (933.96) feet;
- NORTHWESTERLY** by land of A. Beaudoin, as shown on said plan, one hundred sixty and 12/100 (160.12) feet;
- SOUTHWESTERLY** by said land of Beaudoin, as shown on said plan, ninety-two and 53/100 (92.53) feet;
- NORTHWESTERLY** on two lines by other land of Grantor, as shown on said plan, being respectively three hundred eighty and 02/100 (380.02) feet and three hundred nineteen and 40/100 (319.40) feet;
- NORTHEASTERLY** on three lines, by Lot 17B, as shown on said plan, being respectively one hundred eight and 00/100 (108.00) feet, three hundred twenty-three and 98/100 (323.98) feet, and ninety-nine and 13/100 (99.13) feet;
- SOUTHEASTERLY** by Lot 17B, as shown on said plan, two hundred twenty-six and 42/100 (226.42) feet;
- NORTHEASTERLY** by Lot 17B, as shown on said plan, ninety and 87/100 (90.87) feet;
- SOUTHEASTERLY** by land of C. P. Henley and E. M. Henley, as shown on said plan, one hundred eighty-five and 05/100 (185.05) feet;
- EASTERLY** by land of R. & M. Henley, as shown on said plan, seventy-nine and 73/100 (79.73) feet;
- NORTHEASTERLY** by land of Henley, as shown on said plan, one hundred eighty-four and 78/100 (184.78) feet;
- SOUTHEASTERLY** by land of E. & M. Nelson and land of R. Shutt, as shown on said plan, three hundred twenty-seven and 55/100 (327.55) feet;
- NORTHEASTERLY** by land of R. Shutt, as shown on said plan, thirty-four and 50/100 (34.50) feet;
- SOUTHEASTERLY** by land of R. Shutt, as shown on said plan, one hundred fifty-eight and 47/100 (158.47) feet.

Containing 636,626 square feet of land as shown on said Plan. For title, see deed to Grantor from Robert G. Brownell and Gerald P. Mueller, Trustees under a Declaration of Trust dated January 14, 1972 recorded with said Deeds in Book 12143, Page 728, which deed is recorded with said Deeds in Book 12346, Page 377, and deed to Grantor from George Gould and Rose E. Gould, recorded with said Deeds in Book 12387, Page 364.

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The premises are subject to a mortgage to the State Street Bank and Trust Company in the original principal amount of \$3,950,000, dated October 19, 1973, recorded with said Deeds in Book 12542, Page 56, and to two mortgages to CBT Realty Corporation, one dated October 10, 1972, in the original principal amount of \$3,000,000, recorded with said Deeds in Book 12306, Page 164, and one dated February 24, 1973 in the original principal amount of \$120,000, recorded with said Deeds in Book 12387, Page 366, said mortgages being sometimes collectively referred to herein as the "Mortgages" and said mortgagees being sometimes referred to herein as the "Mortgagees" (which term shall include any holders of the Mortgages).

The premises have the benefit of an easement to use Nonset Path in common with all others entitled thereto for all purposes for which streets and ways are commonly used in the Town of Acton, including the right to install and maintain utility lines, pipes and conduits therein.

The premises are subject to two covenants between Community Concepts Corporation and the Town of Acton dated February 16, 1971, recorded, respectively, with said Deeds in Book 11958, Page 230, and Book 11977, Page 254, insofar as said covenants remain in force and are applicable.

The premises are subject to the 30' wide right of way easement shown on a plan entitled "Plan of Land in Acton, Mass., owned by Delta Trust", by R. D. Nelson Engineering Service, dated May 29, 1970, recorded with said Deeds in Book 11866, Page 450.

The premises are subject to and have the benefit of the agreements and restrictions set forth in a written agreement by and among Arthur P. Charbonneau, et al, and A. Wallace Everst, et al, dated July 30, 1970, and recorded with said Deeds in Book 11894, Page 614.

The premises have the benefit of the right and easement to use in common with others entitled thereto the sewage collector conduits and

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See schedule

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sewage treatment plant as now located and installed in and on Wenset Path, Lots 25, 26 and 27 shown on said Plan entitled "Definitive Subdivision Plan, Minuteman Industrial Park, Plan of Land in Acton, Massachusetts", and on the land on the Northeasterly side of Great Road in said Acton shown on a plan entitled "Plan of Land in Acton, Massachusetts owned by Florence Wiener and Marvin Weinstein", dated February 16, 1971, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 12138, Page 58, and in and on the private way shown as "Magog Park" and Lots 8 and 9 shown on a plan entitled "Town Line Industrial and Business Park, Definitive Subdivision Plan of Land in Acton, Massachusetts", dated July 1, 1970, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 11977, Page 254, including the right to discharge effluent into said sewage conduits and sewage treatment plant subject to the obligations of the Condominium and/or Unit Owners in common with others using the same to pay the amounts charged for operating and maintaining said sewerage system.

The premises are subject to the provisions of a document relating to the sewerage system recorded with said Deeds in Book 12143, Page 731.

The premises are subject to a taking by the Commonwealth of Massachusetts recorded with said Deeds in Book 6404, Page 1.

The premises are subject to the right and easement of the Grantor and its successors and assigns to use and maintain thereon and therein sewage collector conduits as now located and installed and to the right of the Grantor and its successors and assigns to enter upon the premises and perform all acts necessary for the maintenance and replacement of said sewage conduits, and the installation and maintenance of such additional sewage conduits as may be necessary or desirable to service buildings and improvements constructed or to be constructed in Phases II, III and IV of the Condominium (whether part of the Condominium or removed from

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the Condominium in accordance with the provisions hereinafter set forth).

The premises are further subject to the right and easement of the Grantor and its successors and assigns to install, maintain and replace utility lines, pipes and conduits, including, but not limited to, water, electricity and telephone, as now located and installed therein and thereon to service buildings and Units in Phase I of the Condominium and buildings and condominium units constructed or to be constructed in Phases II, III and IV of the Condominium (whether part of the Condominium or removed from the Condominium in accordance with the provisions hereinafter set forth), and on other land now owned by the Grantor or said Community Concepts Corporation northeasterly of Great Road in said Acton, together with the right to install, maintain and replace the same and to enter upon the premises for such purposes.

The premises are subject to a utility easement to Boston Edison Company and New England Telephone and Telegraph Company, recorded with said Deeds in Book 12600, Page 256.

The premises are further subject to the right of the Grantor and its successors and assigns in common with all others entitled thereto to use Great Elm Way, Pine Cone Strand and Brown Bear Crossing, all of which are existing private ways, for all purposes for which streets and ways are commonly used in the Town of Acton, including but not limited to the transportation of construction materials for use in the construction of the Condominium or improvements which may be constructed by the Grantor or its successors or assigns on a Phase prior to or after its removal from the Condominium and the provisions of Chapter 183A.

The premises are further subject to the right and easement of the Grantor and its successors and assigns to construct, maintain and repair buildings and other improvements on the land shown on the Condominium Plan as Phases II, III and IV, regardless of whether such buildings and improvements are to be part of the Condominium or are constructed on the land shown as a Phase which has been or will be removed from the Condominium and from the provisions of Chapter 183A, provided that such right and easement shall terminate with respect to any Phase at such time as the amendment creating such Phase is duly recorded with said Deeds.

The premises are further subject to an agreement entitled "Agreement with Water Supply District of Acton to Pay Demand Charge", dated October 12, 1972, and recorded with said Deeds in Book 12345, Page 670, as amended by a document dated May 14, 1974, recorded with said Deeds in Book 12633, Page 191.

The Association, its agents, nominees and members, and all Unit Owners, shall be subject to and bound by the Hagog Woods Restrictions, a set of restrictions dated September 6, 1972, and recorded with said Deeds in Book 12293, Page 1, as amended by a document dated May 28, 1974, and recorded immediately prior hereto.

3. Hagog Woods Community Corporation. A non-profit corporation to be known as Hagog Woods Community Corporation (the Corporation) has been organized under Massachusetts General Laws, Chapter 180, to own the recreational facilities not included within but serving this Condominium and others to be created, to perform certain community functions, and to enforce the Hagog Woods Restrictions, all as set forth in said restrictions, as amended. Membership in the Corporation shall be appurtenant to the ownership of a Unit in the Condominium.

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4. Description of Buildings. Until the amendment of the Master Deed; as hereinafter provided, to create Phase II of the Condominium, the Units of the Condominium shall be only those included within the buildings of Phase I as shown on Sheets 1 and 4 of the Condominium Plan. Phase I of the Condominium consists of twenty-nine (29) Units in five (5) buildings, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designations</u>
26	6	261 - 266
27	5	271 - 275
28	4	281 - 284
29	7	291 - 297
30	7	301 - 307

Buildings 26 and 27 have three stories with mahogany trim and wood clapboard finish and a basement under some units. Buildings 28, 29 and 30 have two and one-half stories and are partially mahogany trim and wood clapboard finish and partially brick veneer finish. There is a basement in Building 30. All of the buildings in Phase I have poured concrete foundations and are wood frame bearing wall construction.

Phase II of the Condominium will consist of thirty (30) Units in four (4) buildings, as shown on Sheets 2 and 4 of the Condominium Plan, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designation</u>
37	8	371 - 378
38	6	381 - 386
39	8	391 - 398
40	8	401 - 408

Phase III of the Condominium will consist of eighteen (18) Units



in three (3) buildings, as shown on Sheet 3 of the Condominium Plan, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designations</u>
42	6	421 - 426
43	6	431 - 436
44	6	441 - 446

Phase IV of the Condominium will consist of such Units divided among such Buildings as may be described in the amendment to the Master Deed creating Phase IV, said Buildings to be situated on the parcel designated Phase IV on Sheet 4.

5. Description of Units and Their Boundaries. The designation of each Unit, a statement of its location, type, approximate area (Phase I only), number of rooms, number of floors, and immediate common area to which it has access, and its proportionate interest in the Common Elements are set forth in Schedule A attached hereto and made a part hereof. The approximate area of each Unit in Phases II and III will be set forth in the amendment to this Master Deed creating each such phase. The amendment creating Phase IV will set forth the designation of each Unit, a statement of its location, type, approximate area, number of rooms, number of floors and immediate common area to which it has access and its proportionate interest in the Common Elements. The layout of each Unit in Phase I and the location of the rooms therein are as shown on the floor plans to be recorded herewith. The layout of each Unit in Phases II, III and IV will be as shown on the floor plans thereof to be recorded, respectively, with the amendments creating Phases II, III and IV. Included within each Unit are the windows, doors and the inside portions of the window and door frames located beyond

the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

There is appurtenant to each Unit:

- (a) The exclusive right and easement in each Unit containing a garage to use the driveway leading to such garage;
- (b) The exclusive right to use such parking space or parking spaces as may be designated in writing by the Board of Managers;
- (c) The exclusive right and easement to use the bulkhead and exterior stairway, if any, adjacent to the basement of a Unit with a basement;
- (d) The exclusive right and easement to maintain and use the chimney, if any, affixed to the roof of the Unit;
- (e) The exclusive right and easement to use the stoop adjacent to the front door of the Unit and any walks leading thereto, and the patio and/or wooden deck or decks, if any, adjacent to the Unit;
- (f) The exclusive right and easement to maintain, use, repair and replace the air conditioning condenser, if any, serving the Unit, together with the concrete pad providing support therefor.

There is appurtenant to Unit 294 the exclusive right and easement to use for residential purposes the area bounded as follows:

NORTHEASTERLY by the southwesterly wall of Unit 291 as shown on the Condominium Plan, twenty and 50/100 (20.50) feet;

- SOUTHEASTERLY** by a straight line extending from the southeasterly corner of Unit 291 to the northeasterly corner of Unit 294, as shown on said Plan;
- SOUTHWESTERLY** by the northeasterly wall of Unit 294, as shown on said Plan, thirty-five and 64/100 (35.64) feet; and
- NORTHWESTERLY** by a portion of the southeasterly walls of Units 292 and 293, as shown on said Plan.

There is appurtenant to Unit 304 the exclusive right and easement to use for residential purposes the area bounded as follows:

- NORTHEASTERLY** by the southwesterly wall of Unit 304, as shown on said Plan, thirty-five and 75/100 (35.75) feet;
- SOUTHEASTERLY** by a portion of the northwesterly walls of Units 305 and 306, as shown on said Plan;
- SOUTHWESTERLY** by the northeasterly wall of Unit 307, as shown on said Plan, twenty and 54/100 (20.54) feet; and
- NORTHWESTERLY** by a straight line extending from the northwesterly corner of Unit 307 to the southwesterly corner of Unit 304, as shown on said Plan.

#### Building 26

Each of the Units in Building 26, being numbered 261 through 266, has three floors containing the rooms specified in Schedule A. Units 262 and 265 each has a basement containing a garage and storage space directly beneath the first floor, a fireplace and chimney, and the exclusive right to use a wooden deck adjacent to the living room and a wooden deck adjacent to the dining room. Access to the decks is provided by sliding glass doors. Unit 263

presently contains the administrative offices of the Grantor and has a basement containing a conference room, office, utility room and storage space, a fireplace and chimney, and the exclusive right to use wooden decks adjacent to the office reception area on the first floor, access to which is provided by sliding glass doors. Unit 264 is being used temporarily for reception and sales purposes and has a basement containing a garage, showroom and utility room, a fireplace and chimney, and the exclusive right to use wooden decks adjacent to the office and marketing reception center on the first floor, access to which is provided by sliding glass doors. Units 262 through 265 each has an interior stairway between the basement and the first floor, and between the first floor and the second floor. There is also an interior stairway between the entrance to each Unit and the first floor and emergency exits through the skylights in the study and third floor. Units 261 and 266 each has a fireplace and chimney, and the exclusive right to use a wooden deck adjacent to the living room, access to which is provided by a sliding glass door. There is an open spiral stairway between the second floor and the third floor in each of these Units.

Building 27

Each of the Units in Building 27, being numbered 271 through 275, has three floors containing the rooms specified in Schedule A. Units 272 and 273 each has a basement containing a garage and storage space directly beneath the first floor, a fireplace and chimney, the exclusive right to use a wooden deck adjacent to the

living room and a wooden deck adjacent to the dining room. Access to the decks is provided by sliding glass doors. There is also a sliding glass door in the storage space exiting to ground level. Units 272 and 273 each has an interior stairway between the basement and the first floor, between the first floor and the second floor, and between the second floor and the third floor. There is also an interior stairway between the entry and the first floor and emergency exits through the skylights in the study and third floor bedroom. Units 271, 274 and 275 each has a fireplace and chimney, and the exclusive right to use a wooden deck adjacent to the living room, access to which is provided by a sliding glass door, and the exclusive right to use a wooden deck adjacent to the master bedroom, access to which is through a sliding glass door. There is an interior stairway between the first floor and second floor and an open spiral stairway between the second floor and the third floor in each of these Units.

#### Building 28

Each of the Units in Building 28, being numbered 281 through 284, has two floors containing the room specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Units 282 and 283 each has one fireplace and chimney. Units 281 and 284 each has two fireplaces and two chimneys. Each of the Units also has the exclusive use of a brick patio adjacent to the living room, dining area and kitchen, access to which is provided by three sliding glass doors. There is an interior stairway between the first floor and the second floor in each Unit in Building 28.

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Building 29

Each of the Units in Building 29, being numbered 291 through 297, has two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Units 291, 294 and 296 each has one fireplace and chimney. Units 292, 293, 295 and 297 each has two fireplaces and chimneys. Each of the Units has the exclusive use of a brick patio adjacent to the rooms on the first floor thereof, access to which is provided by sliding glass doors. Unit 291 has two such doors and Units 292 through 297 each has three such doors. There is an interior stairway between the first floor and the second floor in each Unit in Building 29.

Building 30

Each of the Units in Building 30, being numbered 301 through 307, has an open basement, exterior access to which is provided by a bulkhead and stairway, two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Units 301, 304 and 307 each has one fireplace and chimney. Units 302, 303, 305 and 306 each has two fireplaces and chimneys. Units 302, 304 and 307 each has the exclusive use of a brick patio adjacent to the living room, dining area and kitchen, access to which is provided by sliding glass doors. Units 301, 303, 305 and 306 each has the exclusive use of a wooden deck adjacent to the living room, dining area, kitchen and den, access to which is provided by sliding glass doors. Unit 307 has two such doors.

Units 301 through 306 each has three such doors. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit in Building 30.

A complete description of the Units in Buildings 37, 38, 39, 40, 42, 43, and 44 will be included in the amendments creating Phases II and III and such Units and such Buildings as are described in the amendment creating Phase IV of the Condominium.

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

- A. Floors: The upper surface of the subflooring, or in the case of basement areas, the upper surface of the concrete floor slab.
- B. Ceilings: The plane of the lower surface of the overhead floor joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- C. Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs or, with respect to basement areas, the surface of the concrete wall.
- D. Exterior Building Walls: The plane of the interior surface of the wall studs, or with respect to basement areas, the surface of the concrete wall.
6. Description of the Common Elements. The owner of each

Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in said Schedule A.

Until the amendments to the Master Deed creating Phases II, III and IV respectively, the Common Elements of the Condominium shall consist of the entire property constituting Phase I, as shown on Sheets 1 and 4 of the Condominium Plan, including all parts of the buildings and improvements thereon other than the Units; until such amendment or amendments, the land and buildings constituting Phases II, III and IV, shown on Sheets 2, 3 and 4 of the Condominium Plan, are specifically excluded from the Common Elements. If the Master Deed is not so amended to create Phase II by the date set forth in Paragraph 9 hereof, then on that date the land with the buildings thereon shown on Sheets 2, 3 and 4 as Phases II, III and IV shall be and be deemed to be removed from the provisions of said Chapter 183A; and the interest therein, if any, of the Unit Owners shall thereupon terminate and shall revert in the Grantor or its successors or assigns in accordance with the provisions of Paragraph 17 hereof; if the Master Deed, having been amended to create Phase II hereof, is not further amended to create Phase III by the date set forth in said Paragraph 9; then on that date the land with the buildings thereon shown on Sheets 3 and 4 as Phases III and IV shall be and be deemed to be removed from the provisions of said Chapter 183A; and the interest therein, if any, of the Unit Owners shall thereupon terminate and shall revert in the Grantor or its successors or assigns in accordance with the provisions of Paragraph 17 hereof; if the Master



Deed, having been amended to create Phase III hereof is not further amended to create Phase IV by the date set forth in said Paragraph 9, then on that date the land with the buildings thereon shown on Sheet 4 as Phase IV shall be and be deemed to be removed from the provisions of said Chapter 183A; and the interest therein, if any, of the Unit Owners shall thereupon terminate and shall revert in the Grantor or its successors or assigns in accordance with the provisions of Paragraph 17 hereof. Each Unit Owner by acceptance of the deed to his Unit shall thereby irrevocably appoint the Grantor and its successors in title to the land shown as Phases II, III and IV as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to remove said land from the provisions of said Chapter 183A in accordance with the requirements of Section 19 thereof, and to revert title thereto in the Grantor, and does further agree for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose. The Common Elements will include, without limitation, the following:

(a) The patios and/or wooden decks adjacent to the Units, as well as the bulkheads, exterior stairways and stoops, together with any steps and walks leading thereto.

(b) Those portions of the buildings not included within the boundaries of the Units contained therein (except the windows,

doors and certain portions of window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs and gutters, drainage downspouts and other elements attached to said Buildings but not included within the Units.

(c) All conduits, ducts, plumbing, air conditioning condensers, wiring, flues and other facilities for the furnishing of power, light, air, gas and all sewer and drainage pipes owned by the Grantor located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained; as to sewage and utility conduits, lines, pipes and wires situated on the premises but owned by the Grantor, the right and easement to use the same shall be included as a part of the Common Elements.

(d) The land, lawns, gardens, roads, walks, pathways, parking and other improved areas not within the Units.

(e) All other items other than the Units listed as common areas and facilities in Massachusetts General Laws, Chapter 183A and located on the Property.

The Common Elements shall be subject to the provisions, as they may be amended from time to time, of the By-Laws of the Association, the Nagog Woods Restrictions, to the rules and regulations promulgated pursuant to the foregoing documents with respect to the use thereof, to assignment of certain Common Elements to particular Unit Owners

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and to payments which may be required therefor.

7. Floor Plans. Simultaneously with the recording hereof, there will be recorded a set of the floor plans of the buildings in Phase I, showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of each building, and bearing the verified statement of a registered professional engineer or registered land surveyor, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built. Floor plans with respect to Units in buildings in Phases II, III and IV of the Condominium will be recorded with the amendments to this Master Deed creating such phases.

8. Use of the Units. Unless otherwise permitted by instrument in writing duly executed in accordance with the By-Laws of the Association or the Nagog Woods Restrictions,

(a) No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use unless such use shall have been authorized in writing by the Board of Managers of the Association or the Board of Directors of the Corporation, as the case may be; provided that the Grantor may, until all of said Units have been sold by said Grantor, use any Units owned by the Grantor as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units.

(b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, 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 (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames 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, but 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 Association, the Articles and By-Laws of the Corporation, the Nagog Woods Restrictions, rules and regulations promulgated pursuant to the foregoing documents, and any and all amendments to the foregoing documents.

Said restrictions shall be for the benefit of the owners of all of the Units, the Association and the Corporation,

and shall be enforceable by the Board of Managers or Board of Directors of the Corporation, as the case may be, and shall, insofar as permitted by law, 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 ownership thereof.

9. Amendment of Master Deed. This Master Deed may be amended by the vote of at least 66 2/3% in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by 66 2/3% in common interest of all Unit Owners, provided, however, that without the consent of any Unit Owner (a) the Grantor, or its successors in title to the land shown as Phase II on Sheets 2 and 4 of the Condominium Plan, may at any time prior to April 1, 1975 amend this Master Deed so as to create said Phase II, (b) if said Phase II is so created, the Grantor, or its successors in title to the land shown as Phase III on Sheet 3 of said Plan, may at any time prior to December 31, 1975, amend this Master Deed so as to create said Phase III, and (c) if said Phase III is so created, the Grantor, or its successors in title to the land shown as Phase IV on Sheet 4 of said Plan, may at any time prior to December 31, 1977, amend this Master Deed so as to create said Phase IV, provided, however, that any of the foregoing amendments shall require the written consent of the Mortgagees. Any such amendment shall contain with respect to Phases II, III or IV referred to therein all the particulars required by said Chapter 182A and from and after the recording of such amendment

or amendments, the Condominium shall include the Units and Common Elements included in said Phases II, III or IV, respectively, and provided further, that the Grantor or its successors in title to said Phases II, III or IV shall have the right, prior to the execution and recording of the amendment creating each such phase, to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phases II, III or IV, provided that no such changes shall alter the percentage interests in the Common Elements set forth in this Master Deed or in any amendment hereto with respect to Units in a Phase or Phases which have already been submitted to the provisions of said Chapter 183A. No amendment to this Master Deed shall be effective until it is recorded in the Middlesex South Registry of Deeds. Notwithstanding anything to the contrary herein contained, paragraphs 2, 9 and 17 of this Master Deed may not be amended (i) without the written consent of the Grantor so long as the Grantor owns at least ten (10) Units in the Condominium and (ii) without the written consent of the Mortgagees so long as the Mortgages or any extension or renewal thereof remain of record. Such written consent may be evidenced by a document in form suitable for recording executed and acknowledged by the Grantor and/or the Mortgagees, as the case may be, which shall be recorded with, or as part of the amendment.

10. Determination of Percentages in Common Elements.

The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

11. Encroachments. Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon ~~any~~ other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction or repair of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

12. Pipes, Wires, Flues, 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 owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines or other Common Elements located in any of the other Units or elsewhere in the Condominium serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units or portions of the Condominium to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Board of Managers shall have a right of access to each Unit to inspect

the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

13. Use of Common Elements in Common With Others.

Except as to those Common Elements for which exclusive rights and easements in favor of certain Units are created by this Master Deed, each Unit Owner shall have the right to use the Common Elements including the roads, paths and walks on which his Unit abuts and including the principal driveway from Nonset Path, in common with all others entitled thereto as provided in the By-Laws of the Association, the Nagog Woods Restrictions, the rules and regulations adopted thereunder, together with any amendments to the foregoing documents.

14. Acquisition of Units by Board of Managers.

In the event that (a) any Unit Owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (c) the Board of Managers shall purchase a Unit, together



with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

15. Units Subject to Master Deed, Unit Deed, By-Laws, Nagog Woods Restrictions, and Rules and Regulations.

All of the Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association, the Nagog Woods Restrictions, and the rules and regulations, as they may be adopted from time to time, together with any and all amendments to any of the foregoing documents. The acceptance of a deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association, the Nagog Woods Restrictions, together with any amendments thereto, and the rules and regulations, as they may be adopted from time to time, are accepted and ratified by such owner, and that all of 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 and shall be binding upon any tenant, visitor, servant or occupant of such Unit.

16. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

17. Removal from Provisions of Chapter 183A. In the event that prior to the creation of Phases II, III or IV by amendment of this Master Deed, as provided in paragraph 9 hereof, the Grantor or its successors or assigns shall elect to remove the land hereinafter referred to from the provisions of Chapter 183A, or either Mortgagee shall foreclose its mortgage or accept a deed in lieu of foreclosure, then forthwith upon the recording of such election to remove and the written consent to such removal of the Mortgagee or Mortgagees, if if any, of record at the time of the recording of such election, or in the case of a foreclosure or deed in lieu of foreclosure, at the time immediately following the recording of the affidavit of sale delivered in connection with a foreclosure by sale or the recording of said deed or the recording of a certificate of entry, whichever occurs first, the land shown as Phases II, III and IV, or Phases III and IV if Phase II has already been created, or Phase IV if Phases II and III have already been created, shall be and be deemed to be removed from the provisions of said Chapter 183A, and the interest, if any, of any Unit Owner in Phase I, Phases I and II, or Phases I, II and III, as the case may be, shall forthwith with respect to the land included in Phase II and/or Phase III and/or Phase IV, as the case may be, terminate and the entire fee interest

in said land so removed shall revert in the Grantor and/or the Mortgagees, or any successors or assigns of record, as their interests may appear. By acceptance of a Unit Deed, each Unit Owner shall thereby irrevocably appoint the Grantor and its successors in title to the land shown in Phase II and/or Phase III and/or Phase IV as his attorney to execute any and all instruments necessary or appropriate to remove said land from the provisions of Chapter 183A in accordance with the requirements of Section 19 thereof, and to revert title thereto in the Grantor or the Mortgagees, as their interests may appear, and does further agree for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purposes.

18. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

20. Definitions. All terms and expressions herein used, which are defined in Section 1 of Chapter 183A, shall have the same meanings herein unless the context otherwise requires.

21. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

IN WITNESS WHEREOF, the Grantor has caused this Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 28th day of May 1974.



HAGOG COMMUNITY DEVELOPERS, INC.

By Gerald R. Mueller  
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 28, 1974

Then personally appeared the above-named Gerald R. Mueller, the President of Hagog Community Developers, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation. Before me,

William J. M...  
Notary Public  
My commission expires: Nov 2, 1978

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BK 12686 PG05E

SCHEDULE A OF MASTER DEED  
WAGG WOODS CONDOMINIUM IV

PHASE I

Unit No.	Statement of Location	Unit Type (1)	Approx. Area in Sq. Ft. (2)	No. of Floors	No. of Common Floors (3)	Common Areas for Access	Percentage Interest In Common Elements			Phase 1, II, III & IV
							Phase 1 only	Phase 1 & II	Phase 1, II & III	
261	Building 26	324R	893.00	3	5	Adjacent Land (4)	.03261	.01594	.01206	.00869
262	Building 26	336L	1588.00	3	6	"	.03785	.01850	.01401	.01009
263(5)	Building 26	336R	1578.00	3	6	"	.03785	.01850	.01401	.01009
264(5)	Building 26	336L	1577.00	3	6	"	.03785	.01850	.01401	.01009
265	Building 26	336R	1584.00	3	6	"	.03785	.01850	.01401	.01009
266	Building 26	324L	814.00	3	5	"	.03261	.01594	.01206	.00869
271	Building 27	324L	610.00	3	5	"	.03261	.01594	.01206	.00869
272	Building 27	336R	1578.00	3	6	"	.03785	.01850	.01401	.01009
273	Building 27	336L	1577.00	3	6	"	.03785	.01850	.01401	.01009
274	Building 27	324L	794.00	3	5	"	.03261	.01594	.01206	.00869
275	Building 27	324L	825.00	3	5	"	.03261	.01594	.01206	.00869
281	Building 28	232L	1486.00	2	5	"	.03515	.01718	.01301	.00937
282	Building 28	231L	1484.00	2	6	"	.03595	.07556	.01329	.00958
283	Building 28	231L	1490.00	2	6	"	.03590	.01756	.01329	.00958
284	Building 28	232L	1487.00	2	5	"	.03515	.01718	.01301	.00937

7/8/74

BK 12686 PG056

Unit No.	Statement of Location	Unit Type (1)	Approx. Area in Sq. Ft. (2)	No. of Floors	No. of Common Rooms (3)	Common Areas for Access (4)	Percentage Interest In Common Elements			
							Phase 1 Only	Phase 1 & 11	Phase 1, 11 & 111	Phase 1, 11, 111 & 1V
291	Building 29	223L	1112.00	2	4	Adjacent Land (4)	.02623	.01282	.00971	.00699
292	Building 29	232L	1484.00	2	5	"	.03515	.01718	.01301	.00937
293	Building 29	232R	1478.00	2	5	"	.03515	.01718	.01301	.00937
294	Building 29	231L	1500.00	2	6	"	.03590	.01756	.01329	.00958
295	Building 29	232L	1486.00	2	5	"	.03515	.01718	.01301	.00937
296	Building 29	231L	1500.00	2	6	"	.03590	.01756	.01329	.00958
297	Building 29	232L	1494.00	2	5	"	.03515	.01718	.01301	.00937
301	Building 30	231L	1486.00	2	6	"	.03890	.01902	.01439	.01037
302	Building 30	232L	1494.00	2	5	"	.03815	.01865	.01411	.01018
303	Building 30	232L	1493.00	2	5	"	.03815	.01865	.01411	.01018
304	Building 30	231L	1496.00	2	6	"	.03890	.01902	.01439	.01037
305	Building 30	231R	1470.00	2	6	"	.03890	.01902	.01439	.01037
306	Building 30	232L	1489.00	2	5	"	.03815	.01865	.01411	.01018
307	Building 30	223L	1134.00	2	4	"	.02885	.01411	.01068	.00770

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423

Unit No.	Statement of Location	Unit Type (1)	Approx. Area in Sq. Ft. (2)	PHASE II			Percentage Interest In Common Elements			Phase I, II, III & IV
				No. of Floors	No. of Common Rooms (3)	Areas for Access	Phase I Only	Phase I & II	Phase I, II & III	
371	Building 37	324L		3	5	Adjacent Land (4)	-	.01593	.01206	.00869
372	Building 37	324R		3	5	"	-	.01593	.01206	.00869
373	Building 37	336L		3	6	"	-	.01850	.01401	.01009
374	Building 37	336R		3	6	"	-	.01850	.01401	.01009
375	Building 37	336L		3	6	"	-	.01850	.01401	.01009
376	Building 37	336R		3	6	"	-	.01850	.01401	.01009
377	Building 37	336L		3	6	"	-	.01850	.01401	.01009
378	Building 37	324R		3	5	"	-	.01593	.01206	.00869
381	Building 38	324R		3	5	"	-	.01593	.01206	.00869
382	Building 38	336L		3	6	"	-	.01850	.01401	.01009
383	Building 38	336R		3	6	"	-	.01850	.01401	.01009
384	Building 38	336L		3	6	"	-	.01850	.01401	.01009
385	Building 38	336R		3	6	"	-	.01850	.01401	.01009
386	Building 38	324L		3	5	"	-	.01593	.01206	.00869
391	Building 39	324R		3	5	"	-	.01593	.01206	.00869
392	Building 39	336L		3	6	"	-	.01850	.01401	.01009
393	Building 39	336R		3	6	"	-	.01850	.01401	.01009

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FJF

BK 12686 PG058

Unit No	Statement of Location	Unit Type (1)	Approx. Area in Sq.Ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest In Common Elements		
							Phase 1 & 11	Phase 1, 11 & 111	Phase 1, 11, 111 & 1V
394	Building 39	336L		3	6	Adjacent Land (4)	.01850	.01401	.01009
395	Building 39	336R		3	6	"	.01850	.01401	.01009
396	Building 39	336L		3	6	"	.01850	.01401	.01009
397	Building 39	324R		3	5	"	.01593	.01206	.00869
398	Building 39	324L		3	5	"	.01593	.01206	.00869
401	Building 40	324R		3	5	"	.01593	.01206	.00869
402	Building 40	324L		3	5	"	.01593	.01206	.00869
403	Building 40	336R		3	6	"	.01850	.01401	.01009
404	Building 40	336L		3	6	"	.01850	.01401	.01009
405	Building 40	336R		3	6	"	.01850	.01401	.01009
406	Building 40	336L		3	6	"	.01850	.01401	.01009
407	Building 40	336R		3	6	"	.01850	.01401	.01009
408	Building 40	324L		3	5	"	.01593	.01206	.00869
<u>PHASE III</u>									
421	Building 42	324R		3	5	"	-	.02106	.00869
422	Building 42	336L		3	6	"	-	.01400	.01009
423	Building 42	336R		3	6	"	-	.01400	.01009

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776  
BK 12686 PG059

PHASE III Cont'd

Unit No.	Statement of Location	Unit Type (1)	Approx. Area in Sq. Ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access (4)	Percentage Interest in Common Elements	
							Phase I, II & III	Phase I, II, III & IV
424	Building 42	336L		3	6	Adjacent Land (4)	.01400	.01009
425	Building 42	336R		3	6	"	.01400	.01009
426	Building 42	324L		3	5	"	.02106	.00869
431	Building 43	232R		2	5	"	.01411	.01018
432	Building 43	231L		2	6	"	.01439	.01037
433	Building 43	232L		2	5	"	.01411	.01018
434	Building 43	231L		2	6	"	.01439	.01037
435	Building 43	232L		2	5	"	.01411	.01018
436	Building 43	232R		2	5	"	.01411	.01018
441	Building 44	232R		2	5	"	.01411	.01018
442	Building 44	231L		2	6	"	.01439	.01037
443	Building 44	232L		2	6	"	.01411	.01018
444	Building 44	232L		2	5	"	.01411	.01018
445	Building 44	232L		2	5	"	.01411	.01018
446	Building 44	231R		2	6	"	.01439	.01037

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BK 12686 PG 060

PHASE IV

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type (1)</u>	<u>Approx. Area in Sq. Ft. (2)</u>	<u>No. of Floors</u>	<u>No. of Rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest In Common Elements Phase I, II, III &amp; IV</u>
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Unit Numbers and Building Designations to be as described in the amendment to the Master Deed creating Phase IV

.25717  
Total Percentage Interest in Common Elements for Phase IV Units

497

FOOTNOTES

## (1) UNIT TYPE CODE:

- 223 Living room with dining area, kitchen and lavatory on lower floor; 2 bedrooms and bath on upper floor.
- 231 Living room with dining area, kitchen, den (not separately partitioned) and lavatory on lower floor; 3 bedrooms and 2 baths on upper floor.
- 232 Living room with dining area, kitchen and lavatory on lower floor; 2 bedrooms, family room and 2 baths on upper floor.
- 324 Living room with dining area, kitchen and lavatory on upper floor with loft above upper floor; 2 bedrooms and bath on lower floor.
- 26 Garage, laundry room and storage area in basement; living room, dining room, kitchen and lavatory on first floor; bedroom, loft and bath on middle floor; bedroom and bath on upper floor.
- R = Front entrance on right when facing Unit.
- L = Front entrance on left when facing Unit.

- (2) The phrase "approximate area in square feet" does not include attics or balconies.
- (3) Number of rooms does not include baths, lavatories, closets or balconies.
- (4) The words "adjacent land" shall include streets, driveways, walkways, yards and parking areas adjacent to each Unit. In addition to the land immediately adjacent thereto, as defined above, all Units have access to front stoops and wooden decks and/or brick patios adjacent thereto.
- (5) Unit 263 contains the administrative offices of the Grantor and includes a conference room, office, utility room and storage space in the basement, two offices, a kitchen, reception area and bath on the first floor, two offices and a bath on the second floor and storage space on the third floor. Unit 264 is being used temporarily for reception and sales purposes and includes a showroom, garage and utility room in the basement, two offices, marketing reception center and bath on the first floor, two offices and a bath on the second floor and one office on the third floor.