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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 the land in Acton, Middlesex County, Massachusetts, described in Paragraph 2 below, 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 name of the condominium is Nagog Woods Condominium II (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 II (the Association). The names of the Board of Managers of the Association, and their respective terms

BOOK 14932 P 57 / *Comp. 1/17/17* BOOK 16309 P 179 /

BOOK 12439 P 540 / *ADD #1 to MD* BOOK 16309 P 180 /

BOOK 12400 P 184 / BOOK 16309 P 181 /

BOOK 12391 P 576 / *Amended by laws* BOOK 16309 P 182 /

BOOK 12506 P 633 / *Unit 60-10* BOOK 16309 P 183 /

BOOK 16350 P 321 / *Unit: 59 Plus: 9*

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of office are:

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

2. Description of Land. A parcel of land northeasterly of Great Road and on the southwesterly side of a private way known as Nonsset Path in Acton, Middlesex County, Massachusetts, being Lots 14 and 15 and part of Lots 5 and 16, as shown on a plan entitled "Definitive Subdivision Plan Minute Man 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 District Registry of Deeds in Book 11958 at Page 230, and being shown as Lot 14A on a plan entitled "Plan of Land in Acton, Mass. Owner: Community Concepts Corp." by W. A. Corsano, Jr., Surveyor, dated June 28, 1972, recorded with said Deeds in Book 12250 Page 015, said parcel of land being also shown on a plan entitled "Plan of Condominium II, Village of Nagog Woods, Town of Acton, Mass., Middlesex County," prepared by W. A. Corsano, Jr., Registered Land Surveyor, scale 1" equals 20' dated November 1, 1972 (the Condominium Plan), to be recorded herewith, together

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

- NORTHEASTERLY by the southwesterly sideline of Nonset Path, five hundred eighty and 50/100 (580.50) feet;
- SOUTHEASTERLY by land of Nagog Community Developers, Inc., a Massachusetts corporation, thirty and 00/100 (30.00) feet;
- SOUTHERLY by land of said corporation, one hundred seventy-one and 00/100 (171.00) feet;
- SOUTHEASTERLY by land of said corporation, three hundred fifty-eight and 38/100 (358.38) feet;
- SOUTHERLY by land of said corporation, one hundred ninety-seven and 23/100 (197.23) feet;
- SOUTHWESTERLY by land of said corporation, eighty-two and 00/100 (82.00) feet;
- SOUTHWESTERLY by land of said corporation, two hundred twenty-seven and 41/100 (227.41) feet;
- NORTHWESTERLY by land of said corporation, one hundred forty-six and 00/100 (146.00) feet;
- SOUTHWESTERLY by land of said corporation, fifty-seven and 51/100 (57.51) feet;
- NORTHWESTERLY by land of said corporation, five hundred four and 84/100 (504.84) feet.

Containing 293,530 square feet of land more or less and being a portion of the premises conveyed to the Grantor by Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust dated January 14, 1972, recorded with said Deeds in Book 12143, Page 728, by a deed recorded with said Deeds in Book 12346, Page 377.

The premises are subject to a covenant between Community Concepts Corporation and the Town of Acton dated February 16, 1971, and recorded with said Deeds in Book 11958, Page 230

insofar as said covenant remains in force and applicable. The premises are subject to a covenant between Community Concepts Corporation and the Town of Acton dated February 16, 1971 and recorded with said Deeds in Book 11977, Page 254 insofar as said covenant is in force and applicable.

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, insofar as said agreement remains in force and is applicable.

The premises have the right and easement to use Nonset Path as shown on the above described plans in common with others lawfully entitled thereto for all purposes for which streets and ways are commonly used in the Town of Acton including the right to install, maintain and replace utilities.

The premises are subject to and have the benefit of the right to use the sewerage collector conduits and Sewerage Treatment Plant as now located and installed in and on Nonset Path, Lots 25, 26 and 27 on the plan entitled "Definitive Sub-division Plan Minuteman 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 District Registry of Deeds in Book 11958, Page 230, in and on the land on the Northeasterly side of Great Road in said Acton being 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,

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recorded with said Deeds in Book 12138 Page 58, and in and on the private way shown as "Nagog Perk" 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, in common with the Grantors including the right to discharge effluent into and perform all acts necessary for the maintenance and replacement of said sewerage conduits and Sewerage Treatment Plant.

The premises are subject to the right and easement of the Grantor and its successors and assigns to construct, use and maintain thereon and therein sewerage 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 sewerage conduits.

The premises are further subject to the right and easement of the Grantor and its successors and assigns to install and maintain 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 the Condominium and buildings and condominium units constructed or to be constructed 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 maintain and replace the same and to enter upon the premises for such purposes.

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The Association, its agents, nominees and members, and all Unit Owners, shall be subject to and bound by the Nagog Woods Restrictions, a set of restrictions dated September 6, 1972 and recorded with said Deeds in Book 12293, Page 1.

3. Nagog Woods Community Corporation. A non-profit corporation to be known as Nagog 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 Nagog Woods Restrictions, all as set forth in said restrictions. Membership in the Corporation shall be appurtenant to the ownership of a Unit in the Condominium.

4. Description of Buildings. The Condominium consists of thirty-three Units in five buildings, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designation</u>
8	6	47-52
9	7	53-59
10	8	60-67
11	5	68-72
12	7	73-79

All of said buildings have two and one-half stories, with poured concrete foundations and wood frame bearing wall construction. In addition, Buildings 9, 10, 11 and 12 (except Unit 60) have basements. Buildings 8 and 10 have mahogany trim and wood clapboard finish. Buildings 9, 11 and 12 are partially mahogany trim and wood clapboard finish and partially brick veneer finish.

The location of each building is shown on the Condominium Plan.

5. Description of Units and Their Boundaries. 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 areas and facilities (the Common Elements), are set forth in Schedule A attached hereto and made a part hereof. The layout of each Unit and the location of the rooms therein are as shown on the floor plans to be recorded herewith. 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.

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(f) The exclusive right and easement to maintain, use, repair and replace the air conditioning condenser serving the Unit, together with the concrete pad providing support therefor.

Building 8.

Each of the Units in Building 8, being numbered 47 through 52, has two floors containing the rooms specified in Schedule A and contains attic storage space. Each Unit has a fireplace and chimney and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. Units 47, 48, 49 and 50 each also has a patio adjacent to the bedroom on the first floor. There is an interior stairway between the first floor and the second floor in each Unit in Building 8.

Building 9.

Each of the Units in Building 9, being numbered 53 through 59, has an open basement access to which is provided by a bulkhead and exterior stairway, two floors containing the rooms specified in Schedule A and an open attic, access to which is provided by a drop stairway. Units 53, 54, 56 and 59 each has a fireplace and chimney. Each of the Units has a wooden deck adjacent to the living room, access to which is provided by sliding glass doors. Units 53, 54, 56, and 59 each has four such doors. Units 55, 57, and 58 each has two 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 9.

Building 10.

Each of the Units in Building 10 has two floors containing

the rooms specified in Schedule A. Units 61 through 66 each contains attic storage space, and has a basement containing a garage and storage space directly beneath the first floor. Unit 67 has an open basement access to which is through a bulkhead and exterior stairway. Unit 60 in Building 10 is substantially similar to Unit 67 except that it has no basement. Each of the Units in Building 10 has a fireplace and chimney and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. There is an interior stairway between the first floor and the basement in Units 61 through 67 and between the first floor and the second floor in each Unit.

Building 11.

Each of the Units in Building 11, being numbered 68 through 72, has an open basement access to which is through a bulkhead and exterior stairway, two floors containing the rooms specified in Schedule A and an open attic access to which is provided by a drop stairway. Units 68, 71 and 72 each has a fireplace and chimney. Each Unit has a wooden deck adjacent to the living room, access to which is provided by sliding glass doors. Units 68, 71 and 72 each has four such doors. Units 69 and 70 each has two 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 11.

Building 12.

Each of the Units in Building 12, being numbered 73 through 79, has an open basement access to which is provided by a bulkhead and exterior stairway, two floors containing the rooms specified in Schedule

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A and an open attic, access to which is provided by a drop stairway. Units 73, 75, 77 and 79 each has a fireplace and chimney. Each Unit has a wooden deck adjacent to the living room, access to which is provided by sliding glass doors. Units 73, 75, 77 and 79 each has four such doors. Units 74, 76 and 78 each has two 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 12. Units 74, 76 and 78 each has access to a bulkhead through a corridor passing through the basement of the Unit directly behind it, being Unit 75, 77 or 79, as the case may be. There is hereby created for the benefit of each of the Units 74, 76 and 78 the right and easement to use the corridor located respectively in Units 75, 77 and 79 in common with the owner thereof for access to and egress from the Units.

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

- A. Floors: The upper surface of the subflooring, 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, Doors and Windows: As to 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.

The Common Elements of the Condominium consist of the entire Property, including all parts of the buildings and improvements thereon other than the Units and 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 sewerage and utility conduits, lines, pipes and wires situated on the premises but not 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 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 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, 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.

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 lessees and the 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

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Restrictions, and any and all rules and regulations promulgated pursuant 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, insofar as permitted by law, 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 number and 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 number and in common interest of all Unit Owners.

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 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 and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements. 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 and the rules and regulations adopted thereunder.

14. Acquisition of Units by Board of Managers. In the event (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 above-described 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. 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, 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. 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.

18. 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.

19. 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.

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20. 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 4th day of December, 1972.



NAGOG COMMUNITY DEVELOPERS, INC.

Gerald R. Mueller
By Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

December 4, 1972.

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

Daniel Reedham, Jr.
Notary Public

My Commission Expires: _____

~~Notary Seal~~
My Commission Expires November 4, 1977

DANIEL REEDHAM, JR., Notary Public
My Commission Expires November 4, 1977

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SCHEDULE A OF MASTER DEED
 NAGOG WOODS
 CONDOMINIUM II

<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</u>
47	Building 8	124 R	1,304	2	4	Adjacent Land (4)	2.810
48	Building 8	124 L	1,308	2	4	"	2.810
49	Building 8	124 R	1,307	2	4	"	2.810
50	Building 8	124 R	1,296	2	4	"	2.810
51	Building 8	125 R	1,370	2	4	"	2.810
52	Building 8	125 L	1,371	2	4	"	2.810
53	Building 9	231 R	1,515	2	6	"	3.372
54	Building 9	232 R	1,494	2	5	"	3.292

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<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 Arcas for Access</u>	<u>Percentage Interest in Common Elements</u>
55	Building 9	223 R	985	2	4	Adjacent Land (4)	2.670
56	Building 9	232 R	1,483	2	5	"	3.292
57	Building 9	223 R	989	2	4	"	2.670
58	Building 9	223 R	982	2	4	"	2.670
59	Building 9	232 R	1,490	2	5	"	3.292
60	Building 10	125 L	1,393	2	4	"	2.810
61	Building 10	136 R	1,537	2	5	"	3.252
62	Building 10	136 L	1,537	2	5	"	3.252
63	Building 10	136 R	1,539	2	5	"	3.252
64	Building 10	136 L	1,538	2	5	"	3.252

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<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</u>
65	Building 10	136 R	1,538	2	5	Adjacent Land (4)	3.252
66	Building 10	136 L	1,539	2	5	"	3.252
67	Building 10	125 R	1,389	2	4	"	3.011
68	Building 11	232 R	1,486	2	5	"	3.292
69	Building 11	223 R	982	2	4	"	2.670
70	Building 11	223 L	982	2	4	"	2.670
71	Building 11	232 L	1,484	2	5	"	3.292
72	Building 11	231 R	1,509	2	6	"	3.372
73	Building 12	231 L	1,491	2	6	"	3.372
74	Building 12	223 R	977	2	4	"	2.670

<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</u>
75	Building 12	232 R	1,479	2	5	Adjacent Land (4)	3.292
76	Building 12	223 L	972	2	4	"	2.670
77	Building 12	232 L	1,476	2	5	"	3.292
78	Building 12	223 L	975	2	4	"	2.670
79	Building 12	232 L	1,477	2	5	"	3.292

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FOOTNOTES

(1) Unit Type Code:

- 124 Living room with dining area, kitchen and lavatory on upper floor; 2 bedrooms and bath on lower floor.
- 125 Living room with dining area, kitchen and lavatory on lower floor; 2 bedrooms, including a master bedroom with an interior balcony and a bath on upper floor.
- 136 Garage and laundry room on lower floor; living room with dining area, kitchen and lavatory on middle floor; 3 bedrooms and 2 baths on upper floor.
- 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 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; 3 bedrooms and 2 baths on upper floor.
- R = Front entrance on right when facing Unit.
- L = Front entrance on left when facing Unit.

- (2) The words "approximate area in square feet" does not include attics or basements.
- (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 platforms adjacent thereto.

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NAGOG WOODS ASSOCIATION II
AMENDMENT NUMBER 1 TO MASTER DEED

The undersigned, being and representing in number and in common interest more than 66 2/3% of all Unit Owners in Nagog Woods Condominium II, a condominium created by a Master Deed dated December 4, 1972, and recorded with Middlesex South Registry of Deeds in Book 12354, Page 231, acting pursuant to Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, does hereby amend and approve the amendment of said Master Deed as follows:

1. The names of the Board of Managers of the Association, and their respective terms of office are amended to read as follows:

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

2. The subparagraph in paragraph 2 beginning with the words "The premises are subject to and have the benefit of ..." is hereby deleted in its entirety and replaced with the following:

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BOOK 12439 P 540

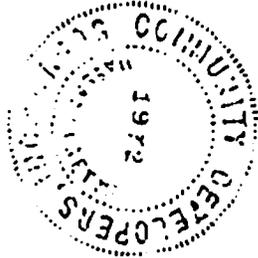
"The premises have the benefit of the right and easement to use in common with others entitled thereto the sewerage collector conduits and Sewerage Treatment Plant as now located and installed in and on Nonset Path, Lots 25, 26 and 27 shown on the Plan entitled "Definitive Subdivision Plan, Minuteman 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 District Registry of Deeds in Book 11958, Page 230, in 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 "Nagog 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 sewerage conduits and Sewerage Treatment Plan subject to the obligation 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."

3. Paragraph 9 is amended by deleting the words "in number and" where they appear.

4. In all other respects said Master Deed is hereby ratified and

confirmed.

IN WITNESS WHEREOF, the undersigned has caused this instrument of amendment to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 21st day of March, 1973.



NAGOG COMMUNITY DEVELOPERS, INC.

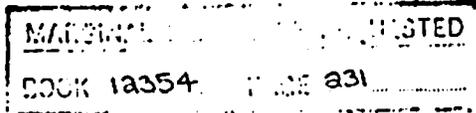
By Gerald R. Mueller
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

March 21, 1973

Then personally appeared Gerald R. Mueller, President of Nagog Community Developers, Inc. and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,



[Signature]
Notary Public

My Commission Expires: _____

~~MASSACHUSETTS~~ Notary Public
My Commission Expires November 4, 1977