

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) 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 areas and facilities.

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or

(vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:

(a) voting;

(b) assessments, assessment liens or subordination of such liens;

(c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);

(d) insurance or fidelity bonds;

(e) rights to use common areas;

(f) responsibility for maintenance and repair of the several portions of the Condominium;

(g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;

- (h) boundaries of any Unit;
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;
- (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on a Unit.

In addition, the prior written consent of the First Mortgagees representing at least Sixty-seven (67%) percent of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, 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;

- f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of the Condominium Association, shall be entitled to written notice of:
 - (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
 - (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
 - (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

18. Construction of Documents.

The Master Deed, the By-Laws and the Restrictions shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and the said By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

The foregoing amendments shall be inserted in each of the Master Deeds as paragraphs numbered 16, 17 and 18 and each of the paragraphs which follow in said Master Deeds shall be deemed to be renumbered so as to follow in numerical order."

EXHIBIT E

BY-LAWS OF

NAGOG WOODS COMMUNITY CORPORATION

ARTICLE I

DEFINITIONS

Section 1.1 Nagog Woods Restrictions

The term "Nagog Woods Restrictions" shall mean the provisions of a set of Restrictions dated September 6, 1972, recorded in the Middlesex South Registry of Deeds in Book , Page , as they may be amended from time to time pursuant to Section 7.01 thereof. Said Nagog Woods Restrictions, as so amended from time to time are incorporated herein by reference with the same force and effect as if fully set forth herein.

Section 1.2 Other Terms

Unless the context otherwise specifies or requires, the terms used herein shall have the definitions and meanings given them in Article I of the Nagog Woods Restrictions.

ARTICLE II

MEMBERS

Section 2.1 Qualifications

(A) Each Owner (including the Grantors) shall become a Member of the Corporation at such time as he shall become the record owner of his Unit or other real estate located in the Village of Nagog Woods. Notwithstanding the foregoing, the Grantors shall be deemed to be a Member of the Corporation until the earlier of the following: (a) 500 Units have been sold in the Village of Nagog Woods, or (b) the fifth anniversary date of the recording of the Nagog Woods Restrictions.

(b) Upon becoming a Member, the rights, duties, privileges, immunities and liabilities of an Owner, as a Member of the Corporation, shall be those set forth in, and shall be exercised and approved in accordance with the Nagog Woods Restrictions, the Articles, the By-Laws, the Nagog Woods Rules and the Master Deed and By-Laws of the Condominium in which the Unit of a Unit Owner is located.

(C) Membership of each Owner (including Grantors) shall be appurtenant to the Unit or Units owned by such Owner, and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Unit or Units and, then, only to the transferee of title. Any attempt to make a prohibited transfer shall be void.

(D) The Board may provide for the issuance of certificates, in a form which it shall determine, evidencing membership in the Corporation. Such certificates shall be consecutively numbered and shall contain the name and address of the Member. The date of issuance of the certificate shall be entered in the records of the Corporation by the Secretary. If any certificate is lost, mutilated or destroyed, a new certificate may be issued upon such terms and conditions as the Board may direct.

Section 2.2 Voting

(A) Except as herein provided with respect to the Grantors, each Unit within the Village of Nagog Woods shall be entitled to one vote in the Corporation regardless of the number of Owners having an interest therein, and regardless of the number of such Units owned by such Owners, all as set forth in these By-Laws. The Grantors shall be entitled to One Thousand and Ninety (1,090) votes in the Corporation until the earlier of the following: (a) 500 Units have been sold in the Village of Nagog Woods, or (b) the fifth anniversary date of the recording of the Nagog Woods Restrictions. Upon the occurrence of the earlier of the foregoing events, the Grantors shall be entitled to one vote in the Corporation for each Unit owned by the Grantors.

(B) The vote for each Unit must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same Unit.

(C) Any Member may attend and vote at meetings or at elections in person or by person designated as proxy duly appointed by a writing signed by the member and filed with the Secretary. Any proxy may be revoked at any time by written notice to the Secretary. A proxy shall be deemed revoked if the Secretary received actual notice of the termination of such Member's status as an Owner. Where two or more persons have ownership interests in a Unit any proxy with respect to the vote of such Members shall be signed by all such persons.

Section 2.3. Meetings: Quorum

(A) The first Annual Meeting shall be held within one year after the sale of the first Condominium Unit in Phase I of Nagog Woods Condominium I.

(B) Thereafter, there shall be an Annual Meeting of the Members on the second Tuesday in February in each year at the principal office of the Corporation at Nagog Woods or at such other time and place convenient to the Members as may be designated by a written notice delivered or mailed to the Members not less than ten days nor more than sixty days prior to the date fixed for said meeting.

(C) Special meetings of the Members may be called at any time, for any purpose whatsoever, by the President, the Board, or one or more Members holding not less than one-fifth of the voting power of the Corporation. Meetings of Members shall be held at the principal office of the Corporation or at such other place convenient to the Members as may be designated by the written notice to the Members not less than ten (10) days nor more than sixty (60) days prior to the date fixed for the meeting. Said notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted.

(D) The transactions at any meeting of Members, either Annual or Special, however called and noticed, shall be as valid as though carried out at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a waiver of notice, all such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

(E) The presence at any meeting, in person or by proxy, of Members having at least thirty percent (30%) of the total votes in the Corporation shall constitute a quorum.

(F) If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

(G) Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members, or at any election, at which a quorum is present, upon the affirmative vote of at least a majority of the total votes present.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Corporate Powers

(A) Subject to any limitations of the Articles, the Nagog Woods Restrictions or applicable law as to action which must be authorized or approved by the members, all corporate powers of the Corporation shall be exercised by, or under the authority of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors (the Board).

(B) The Board shall exercise the corporate powers of the Corporation strictly in accordance with the Nagog Woods Restrictions, the Articles and these By-Laws, as any of them may be amended from time to time.

Sect A. Article III Section 3.2(A)

not Upon a motion duly made and seconded it was
Voted: Delete Section 3.2(A) and substitute therefore "There shall be nine (9) Directors of this Corporation."

Articles, no person shall serve as a Director who is not a

be fr B. Article III Section 3.2(B)

Nag The President presented the following suggested amendment - Delete
ex. Section 3.2(B) and substitute therefor "No person shall serve as a
res Director who is not a Member of the Corporation and, subject to Section
to 3.2(C), there shall be at least two Directors from each Condominium
In legally in existence in the Village of Nagog Woods. The ninth Director
Me Shall be that person elected to the office of Treasurer in accordance
se with section 4.2 of Article IV."

(C) Subject to the provisions of Section 3.3 herein with respect to the first Board, at each Annual Meeting the Members shall set the number thereof and elect

C. Article III Section 3.2 (D)

Upon a motion duly made and seconded it was unanimously
Voted: Delete the first sentence of Section 3.2(D) and substitute therefor the following: "Except as provided in Section 3.3 herein with respect to the first Board, and subject to the provisions of 3.2(C). Directors, including the Treasurer, shall be elected for two (2) year terms on a staggered basis, or until their death, resignation, or removal, whichever is the earliest. If at any annual meeting there shall be two vacancies on the Board with respect to any one Condominium (determined without regard to the Treasurer) than, notwithstanding the first sentence of this Section, and subject to the provisions of Section 3.2(C), the candidate for the Board from such Condominium receiving the highest number of votes shall serve for a two (2) year term, and the candidate for the Board from such Condominium receiving the next highest number of votes shall serve for a one (1) year term."

the Members entitled to vote at an election of Directors , provided, however, that the members of the first Board may be removed only by unanimous vote of the Members entitled to vote at such an election.

D. Article III Section 3.2 (E)

Upon a motion duly made and seconded it was unanimously
Voted: Add the following sentence to Section 3.2(E): "Notwithstanding anything to the contrary contained herein, a vacancy in the office of Treasurer must be filled by the Members at a Special Meeting of Members called for that purpose."

NCD votes were in favor of above motion.

Section 3.3 First Board of Directors

The first Board shall be designated by the Grantors and shall consist of seven (7) members of whom four (4) shall serve until the Fifth Annual Meeting of Members, one (1) shall serve until the Fourth Annual Meeting held as aforesaid, one (1) shall serve until the Third such Annual Meeting, and one (1) shall serve until the Second such Annual Meeting. Upon the expiration of the term of a member of the first Board, the Members of the Corporation shall elect a successor in accordance with the requirements set forth in Section 3.2 above.

Section 3.4 Meetings

(A) An Annual Organizational Meeting of the Board shall be held immediately following the adjournment of the Annual Meeting of the Members.

(B) At each Annual Organizational Meeting, the Board may adopt a schedule of other regular meetings of the Board to be held during the forthcoming year. No notice shall be required for such regular meetings of the Board.

(C) Special Meetings of the Board may be called at any time by the President or, if he is unable or refuses to act, by any Vice President or by any three Directors. Written notice of the time and place of Special Meetings shall be given at least twenty-four (24) hours prior to the holding of the meeting.

(D) A majority of the Directors shall constitute a quorum of the Board. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board; unless the law, the Articles or the By-Laws require a greater number.

(E) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a

quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.5. Books and Records

The Board shall cause to be maintained, in a manner consistent with generally accepted accounting principles, a full set of books and records showing the financial condition of the Corporation. Unless waived by the Members, at least once a year an independent certified audit of such books and records shall be conducted. A copy of each such audit shall be made available, within thirty (30) days following the completion of the audit, for inspection by any Member of the Corporation, during normal business hours, at the principal office of the Corporation or such other reasonable place as the Board may order.

ARTICLE IV

OFFICERS

Section 4.1. Officers

The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer. The Corporation may also have, at the discretion of the Board, such other officers as it may deem necessary.

E. Article IV Section 4.1

Upon a motion duly made and seconded it was unanimously Voted: Amend the third sentence to read "The President, Vice President, and Treasurer must be Members of the Corporation, but the other officers need not be."

NCD votes were in favor of above motion.

F. Article IV Section 4.2

Upon a motion duly made and seconded it was unanimously

Voted: Delete Section 4.2 and substitute therefor the following: "The President and Vice President of the Corporation shall be chosen annually by and from the Board, and each shall hold office until his successor is duly chosen or until his resignation, removal or disqualification to serve. The Secretary of the Corporation shall be chosen annually by the Members and shall hold office until the next annual meeting of the Members and until his successor shall have been duly chosen or until his resignation, removal or disqualification to serve."

NCD votes were in favor of above motion.

and Assistant Treasurers mentioned in Section 4.1 hereof), each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board may from time to time determine.

Section 4.4 Removal and Resignation

Any officer may be removed, either with or without cause; provided, however, that only the Members shall remove an officer chosen by the Members and the Board shall remove an officer chosen by the Board. An officer may resign at any time by giving written notice to the Board, the President or Secretary. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.5 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the By-Laws for regular office.

or elections

Section 4.6 Duties of Officers

(A) The President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. He shall preside at all meetings of the members and at all meetings of the Board, and shall have the general powers and duties of management usually vested in the office of president of a corporation along with such other powers and duties as may be prescribed by the Board or the By-Laws.

(B) In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions applicable to the President. He shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the By-Laws.

(C) The Secretary shall keep or cause to be kept, at the principal office of the Corporation or such other reasonable place as the Board may order, a book of minutes of all meetings of Directors and Members, including (without limitation) the time and place of holding, whether regular or special and, if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of Members and votes present in person or by proxy at Members' meetings, and

the proceedings thereof. The Secretary shall keep appropriate current records showing the Members and their addresses. He shall give notice of all the meetings of the Members and of the Board as required by the By-Laws or By-Law; and shall keep the seal of the Corporation in safe custody. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or by the By-Laws. Upon his election, he shall be sworn to the faithful and impartial performance of his duties.

(D) The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all reasonable times be open to inspection by any Director. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board; and shall disburse funds of the Corporation as may be ordered by the Board. He shall render to the President and Directors, whenever either shall request it, an account of all of his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board or the By-Laws.

ARTICLE V

MISCELLANEOUS

Section 5.1. Manager

The Board may employ the services of a Manager to manage the affairs of the Corporation, and, to the extent not inconsistent with the law of the Commonwealth of Massachusetts, the Board may delegate to the Manager any of its rights or powers under the Nagog Woods Restrictions.

Section 5.2. Bonds

Unless waived by the Board, all persons, whether members of the Board, officers, or otherwise, with authority to sign checks, drafts, or other orders for payment of money or notes or contracts or to otherwise obligate the Corporation shall (at the expense of the Corporation) furnish an adequate and sufficient bond to insure the faithful and honest performance by them of their duties in connection therewith.

Section 5.3. Corporate Seal

The Corporation shall have a seal in circular form having within its circumference the words "Nagog Woods Community Corporation, Massachusetts, 1972".

Section 5.4. Amendment of By-Laws

By-Laws may be adopted, amended or repealed by the Members by the affirmative vote of two-thirds (2/3) of the total votes cast in person or by proxy at a meeting of the Members at which a quorum is present; provided, however, that none of the provisions of paragraphs (A) or (B) of Section 2.1 hereof, nor any of the provisions of Sections 3.1 or 3.2 hereof, shall be amended or repealed in whole or in part, without the affirmative vote or written consent of Members holding not less than three-fourths (3/4) of the total voting power of the Corporation; and provided further that Section 3.3 hereof may not be amended or repealed in whole or in part prior to the Fifth Annual Meeting of Members, at which time said Section 3.3 may be amended or repealed by the affirmative vote of Members holding not less than three-fourths (3/4) of the total voting power of the Corporation, and that Section 5.5 may not be amended in whole or in part except by the affirmative vote of ninety per cent (90%) of the Members of the Corporation.

Section 5.5. Sale, Lease or Mortgage of Corporate Property

No real estate owned by the Corporation shall be sold, leased, mortgaged or otherwise encumbered except as specifically provided in the Nagog Woods Restrictions as the same may be amended from time to time.

Section 5.6. Notices

Any notice or other document relating to or required by these By-Laws may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after the notice or other document has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Corporation or the Board, at the Village of Nagog Woods, Acton, Massachusetts; if to a Director or Member, at the address from time to time given by such Director or Member to the Secretary for the purpose of service of such notice, or, if no such address has been so given, to the address of any Condominium Unit within Nagog Woods owned by such Director or Member.

Section 5.7. Roberts Rules of Order

Except as may be provided in these By-Laws, all meetings of the Members and Board shall be conducted in accordance with Roberts Rules of Order.



Bk: 36236 Pg: 561

Recorded: 08/27/2002

Document: 00000953 Page: 1 of 4

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M

VILLAGE OF NAGOG WOODS

EXTENSION OF RESTRICTIONS

Reference is hereby made to those certain restrictions entitled Nagog Woods

Restrictions dated September 6, 1972, and recorded with the Middlesex County Southern District Registry of Deeds in Book 12293, Page 1.

WHEREAS, provision is made¹ in Article VII, Section 7.01 B of the Nagog Woods Restrictions for their extension in accordance with Massachusetts General Laws Chapter 184, Section 27.

WHEREAS, said Nagog Woods Restrictions were imposed as part of a common scheme applicable to four or more parcels contiguous except for intervening streets and ways.

AND WHEREAS, the owners of record at the time of the recording of this extension of fifty percent or more of the restricted area in which the subject parcels are located have consented to the extension of the Nagog Woods Restrictions for a period of twenty (20) years.

NOW THEREFORE, we, the undersigned, being an owner of record of each of the subject parcels – the parcels subject to the Nagog Woods Restrictions – do hereby acknowledge that the Nagog Woods Restrictions have been extended for a period of twenty (20) years – that is, until September 6, 2022 – as such may be further extended as provided in said Article VII, Section 7.01 of said Nagog Woods Restrictions and Massachusetts General Laws Chapter 184, Section 27.

WITNESSETH the execution hereof as a sealed instrument this 14th day of August, 2002.

Unit Owner of Nagog Woods
Condominium I

Elizabeth S. Reinhardt
Signature

Elizabeth S. Reinhardt
✓ Name Elizabeth S. Reinhardt ✓

Return to:

Seth Emmer, Esquire
Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184

Unit Owner of Nagog Woods
Condominium II

Darlene M. Dowdy
Signature

Darlene M. Dowdy
Name Darlene M. Dowdy ✓

Unit Owner of Nagog Woods
Condominium III

Irwin B. Abrams
Signature

Irwin B. Abrams
Name Irwin B. Abrams ✓

Unit Owner of Nagog Woods
Condominium IV

Robert L. Paquin
Signature

ROBERT L. PAQUIN
Name Robert L. Paquin ✓

Nagog Woods Community
Corporation ✓

David O. Tompkins
President David O. Tompkins

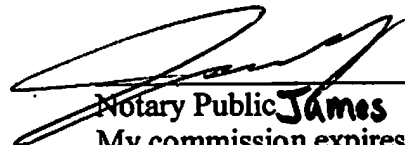
Donna E. Schilling
Secretary Donna E. Schilling

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

August 14, 2002

Then personally appeared before me, Elizabeth S. Reichard a unit owner of record of the Nagog Woods Condominium I, and attested to the foregoing as his/her free act and deed.

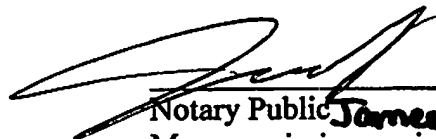

Notary Public **James Shope**
My commission expires:
April 23, 2004

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

August 21, 2002

Then personally appeared before me, Darlene Mc Dowdy a unit owner of record of the Nagog Woods Condominium II, and attested to the foregoing as his/her free act and deed.

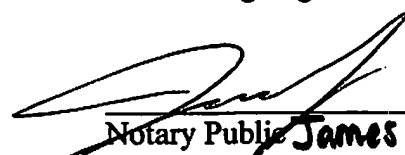

Notary Public **James Shope**
My commission expires:
April 23, 2004

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

August 21, 2002

Then personally appeared before me, Irwin B. Abrams, a unit owner of record of the Nagog Woods Condominium III, and attested to the foregoing as his/her free act and deed.


Notary Public **James Shope**
My commission expires:
April 23, 2004

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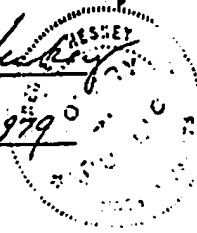
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared the above-named *Allen T. Drush* *AND*
and acknowledged the foregoing instrument to be the free act and
deed of NEW ENGLAND MERCHANTS NATIONAL BANK, before me.

Kerwin E. Hickey
Notary Public

My commission expires: *May 31, 1979*



-2-

September 24, 1974, recorded with said Deeds in Book 12707, Page 214; Amendment No. 2 thereto, dated October 25, 1974, recorded with said Deeds in Book 12737, Page 142; Amendment No. 3 thereto, dated October 25, 1974, recorded with said Deeds in Book 12737, Page 180; and Amendment No. 4 thereto, dated March 27, 1975, recorded with said Deeds in Book 12780, Page 579.

Executed under seal this 1st day of July, 1976.

WATER SUPPLY DISTRICT OF ACTON'

Its Commissioners

Harry B. Noble
Charles R. Viner Jr.

COMMONWEALTH OF MASSACHUSETTS

Middlesex

ss.

July 1st, 1976

Then personally appeared the above-named Irvin B. Severing
and acknowledged the foregoing to be the free act and deed of
the Water Supply District of Acton, Before me,

Charles J. O'Connell
Notary Public

My Commission Expires:

Nov. 12, 1977



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RELEASE OF RESTRICTIONS

WHEREAS, Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, is the owner of Lot 17C, Lot 18 and Lot 5C, located in Acton, Middlesex County, Massachusetts, as shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded herewith at Middlesex South Registry of Deeds;

WHEREAS, said Lots 17C, 18 and 5C are subject to certain restrictions entitled "Nagog Woods Restrictions" which are recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended;

WHEREAS, Nagog Community Developers, Inc. is the successor in interest to Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust recorded at Middlesex South Registry of Deeds, Book 12143, Page 72, who are referred to in said Restrictions as the "Grantors";

WHEREAS, Nagog Woods Community Corporation, a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, has the benefit of said Restrictions which may not be amended or repealed, in whole or in part, without the written consent of a four-sevenths majority of the Board of Directors of said Corporation and ratified by vote of Members (as that term is defined in said Restrictions) with at least two-thirds of the voting power in said Corporation, all in accordance with Article VII, Section 7.01 of said Restrictions;

NOW, THEREFORE, the parties hereto agree as follows:
That the Nagog Woods Restrictions be and they hereby are repealed

MARGINAL REFERENCE REQUESTED

BOOK 12293 PAGE 1

- 1 -

SEE PLAN IN RECORD BOOK 12293 PAGE 411

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and shall be of no further force and effect as to Lot 17C, Lot 18 and Lot 5C, as shown on said plan.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc., and the said Nagog Woods Community Corporation have set their corporate seals this 7th day of FEBRUARY 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

By: Gerald R. Mueller
Gerald R. Mueller, President

NAGOG WOODS COMMUNITY CORPORATION

By: Thomas E. Peckham
THOMAS E. PECKHAM PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. February 7 1977

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

Stephen M. Adelson
STEPHEN M. ADELSON Notary Public
My Commission Expires: 5/11/83

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. FEBRUARY 7 1977

Then personally appeared the above-named THOMAS E. PECKHAM AS AFORESAID and acknowledged the foregoing instrument to be the free act and deed of Nagog Woods Community Corporation, before me,

Samuel Opatka
Notary Public
My Commission Expires: 3-21-80

RS. —

REMOVAL OF LAND FROM PROVISIONS OF
MASSACHUSETTS GENERAL LAWS, CHAPTER 183A

Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, and being the Grantor of a certain Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, creating a four-phase condominium known as Nagog Woods Condominium IV pursuant to Chapter 183A of the Massachusetts General Laws, and pursuant to the powers and authority reserved to it under Section 17 of said Master Deed, hereby removes from the provisions of said Chapter 183A that certain parcel of land constituting Phase IV of said Condominium. Said Phase IV is shown as a parcel of land containing 141,468 square feet on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan 926 of 1974.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc. hereby sets its corporate seal in its own right and as attorney in fact for each unit owner in said Nagog Woods Condominium IV on this 7th day of February, 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

By: Gerald R. Mueller
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

February 7, 1977

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

Stephen M. Anderson
STEPHEN M. ANDERSON Notary Public

CLERK'S CERTIFICATE

I, MARILYN KING do hereby certify that I am the duly qualified Clerk of Nagog Woods Community Corporation, and that at a meeting of the Members of the Corporation duly called and held on February 3, 1977, Members with two-thirds of the voting power being present, it was unanimously

VOTED: That the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, be and they hereby are repealed as to those certain parcels of land shown as Lots 5C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Further, the President of the Corporation be and he hereby is authorized to execute any and all documents and/or releases necessary to effectuate the release of said Restrictions.

Dated this 7th day of February 1977.

Marilyn King
MARILYN KING clerk

CLERK'S CERTIFICATE

I, MARILYN KING do hereby certify that I am the duly qualified Clerk of Nagog Woods Community Corporation, and that at a meeting of the Board of Directors of said Corporation, duly called and held on January 19, 1977, all Directors being present, it was unanimously

VOTED: That the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, be and they hereby are repealed as to those certain parcels of land shown as Lots 5C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Further, the President of the Corporation be and he hereby is authorized to execute any and all documents and/or releases necessary to effectuate the release of said Restrictions.

I further certify that THOMAS E. PECKHAM is the President of the Corporation.

Dated this 7th day of February, 1977.

Marilyn King
MARILYN KING Clerk

123-8-77 111 130 18252 16.00

93
SEE PLAN IN RECORD BOOK 13/38 Doc 34

RECORDED
BOOK 1446 PAGE 27

RELEASE OF EASEMENT

BK13138 PG425

WHEREAS, Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, submitted certain land owned by it to the provisions of Massachusetts General Laws, Chapter 183A, thereby creating a condominium known as Nagog Woods Condominium IV, all as set forth in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended;

WHEREAS, by the terms of said Master Deed, title to certain private ways within said Condominium stands in an unincorporated association of unit owners known as Nagog Woods Association IV, all as provided in said Master Deed, subject to the right and easement of Nagog Community Developers, Inc. and its successors and assigns in common with all others entitled thereto to use said private ways;

NOW, THEREFORE, for consideration paid to it by said Association, the receipt whereof is hereby acknowledged, Nagog Community Developers, Inc., for itself, its successors and assigns, hereby releases to said Association all its right, title and interest in said easement over said private ways except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, to be recorded herewith, and also except to the extent Nagog Community Developers, Inc., or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land

*except that if said Nagog Community Developers, Inc. shall obtain direct legal access to said Lot 5C from Great Road (Route 2A), it shall then release its easement for ingress and egress for all purposes to said Lot 5C over said private ways, and to this effect Nagog Community Developers, Inc. agrees to use due diligence to obtain such direct legal access.

BK 13138 PG 426

Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

Dated this 7th day of February 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

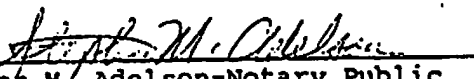
By 
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk,

February 7 1977

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


Stephen M. Adelson-Notary Public

My Commission Expires: Aug. 11, 1983

CLERK'S CERTIFICATE

I, Kleber Campbell, do hereby certify that I am the duly qualified Clerk of Nagog Community Developers, Inc., and that at a meeting of the Board of Directors of said Corporation, duly called and held on February 3, 1977, all Directors being present, it was unanimously


VOTED: That the Corporation impose certain Restrictions on land owned by it and shown as Lot 5C and as a street or way known as Nonset Path, both on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Said Restrictions shall be for the benefit of Nagog Woods Community Corporation, its successors and assigns.

It was further unanimously

VOTED: That the Corporation assign to the Members of Nagog Woods Community Corporation, on a pro-rata basis, the 1090 extraordinary votes which the Corporation holds pursuant to Section 4.03 of the Nagog Woods Restrictions as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, and also pursuant to Section 2.2 (A) of the By-Laws of said Nagog Woods Community Corporation.

I further certify that Gerald R. Mueller is still the President of the Corporation.

Dated this 7th day of February, 1977.


Kleber Campbell Clerk

MARGINAL REFERENCE REQUESTED

BOOK 12293 PAGE 1

11-13138 11 427

535
BK 13151 PG 637

CLERK'S CERTIFICATE

I, Kleber Campbell, do hereby certify that I am the duly qualified Clerk of Nagog Community Developers, Inc., and that at a meeting of the Stockholders duly called and held on February 3, 1977, all shareholders being present, it was unanimously

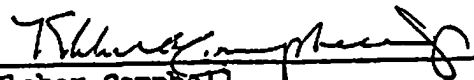
VOTED: That the Corporation impose certain Restrictions on land owned by it and shown as Lot 5C and as a street or way known as Nohset Path, both on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Said Restrictions shall be for the benefit of Nagog Woods Community Corporation, its successors and assigns.

It was further unanimously

VOTED: That the Corporation assign to the Members of Nagog Woods Community Corporation, on a pro-rata basis, the 1090 extraordinary votes which the Corporation holds pursuant to Section 4.03 of the Nagog Woods Restrictions as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, and also pursuant to Section 2.2 (A) of the By-Laws of said Nagog Woods Community Corporation.

I further certify that Gerald R. Mueller is still the President of the Corporation.

Dated this 7th day of February, 1977.


Kleber Campbell Clerk

MS-9-77 PM 12:21 133RE-4560

BK 131 51 PG 638

175-13
ASSIGNMENT OF VOTES

Nagog Community Developers, Inc., a Massachusetts Corporation, being the holder of 1090 votes in Nagog Woods Community Corporation, a Massachusetts Corporation, pursuant to Section 4.03 of a document entitled "Nagog Woods Restrictions", as recorded in the Middlesex South Registry of Deeds, at Book 12293, Page 1, as amended, and also pursuant to Section 2.2 (A) of the By-Laws of said Nagog Woods Community Corporation, for consideration paid, the receipt whereof is hereby acknowledged, hereby assigns said 1090 votes on a pro-rata basis to the Members of the said Nagog Woods Community Corporation, as that term is defined in said Restrictions.

Nagog Community Developers, Inc. expressly makes no assignment of any votes which it holds as a unit owner in The Village of Nagog Woods, all in accordance with said Restrictions and By-Laws.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc. hereby sets its corporate seal on this 7th day of February, 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

By: 
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

February 7, 1977

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


Notary Public

RELEASE OF EASEMENT

WHEREAS, Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, submitted certain land owned by it to the provisions of Massachusetts General Laws, Chapter 183A, thereby creating a condominium known as Nagog Woods Condominium IV, all as set forth in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended; *Situated in Acton, Mass.*

WHEREAS, by the terms of said Master Deed, title to certain private ways within said Condominium stands in an unincorporated association of unit owners known as Nagog Woods Association IV, all as provided in said Master Deed, subject to the right and easement of Nagog Community Developers, Inc. and its successors and assigns in common with all others entitled thereto to use said private ways;

NOW, THEREFORE, for consideration paid to it by said Association, the receipt whereof is hereby acknowledged, Nagog Community Developers, Inc., for itself, its successors and assigns, hereby releases to said Association all its right, title and interest in said easement over said private ways for purposes of ingress and egress not heretofore released of record except to the extent Nagog Community Developers, Inc., or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. This Release also specifically does not apply to reserved utility easements within said private ways.

Signed and sealed this 26 day of July 1978.

MARGINAL REFERENCE REQUESTED
BOOK 12686 PAGE 27

NAGOG COMMUNITY DEVELOPERS, INC.

By *Gerald R. Mueller*
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk,

July 26 1978

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

Stephen M. Adelson
Stephen M. Adelson - Notary Public

My Commission Expires: Aug. 11, 1983

CERTIFICATE OF VOTE

I, Daniel Needham, Jr., of Belmont, Massachusetts, hereby certify that I am the duly elected and qualified Clerk of Nagog Woods Community Corporation, a Massachusetts corporation with its principal place of business in the Village of Nagog Woods, Acton, Massachusetts, and that by written consent of more than a four-sevenths (4/7) majority of the Board of Directors of the Corporation dated May 9, 1974 and by the affirmative vote of Members with at least two-thirds (2/3) of the voting power in the Corporation taken at a duly called Special Meeting of the Members held on May 21, 1974 at the Clubhouse, Village of Nagog Woods, Acton, Massachusetts, the following amendments were adopted to the Nagog Woods Restrictions, a set of restrictions recorded with Middlesex South Registry of Deeds in Book 12293, Page 1 pursuant to Article VII, Section 7.01A(1) thereof:

1. AMENDMENT NUMBER ONE

The definition of "Plan" set forth in the preamble of the Restrictions recorded at Page 5 is amended by deleting it in its entirety and substituting therefore the following:

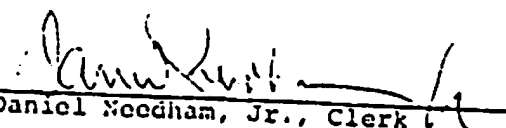
"The term 'Plan' shall mean the plan entitled 'Plan of the Village of Nagog Woods,' a copy of which is annexed hereto as Exhibit 'A' - Revised and which was prepared from a plan entitled 'Minuteman Business and Industrial Park, Definitive Subdivision Plan, Plan of Land in Acton, Mass.,' dated September 8, 1970, revised December 9, 1970, drawn by R. D. Nelson, Engineer, recorded with Middlesex South Registry of Deeds in Book 11958, Page 230."

2. AMENDMENT NUMBER TWO

Article II, Section 2.01 "Subject Property" is amended by adding thereto as the last paragraph the following:

"A certain parcel of land situated on the northeasterly side of Great Road, Acton, Middlesex County, Massachusetts, being shown as Parcel A on a plan entitled 'Plan of Land in Acton, Mass. owned by Delta Trust' R. D. Nelson, Engineering Service, May 29, 1970 recorded with Middlesex South Registry of Deeds in Book 11266, Page 450 and containing 240,570 square feet according to said plan. Said parcel is described in a deed from George Gould and Rose E. Gould to Nagog Community Developers, Inc. recorded with said Deeds in Book 12387, Page 364."

I further certify that the foregoing vote has not been amended or rescinded and is still in full force and effect.


Daniel Needham, Jr., Clerk

Dated: May 28, 1974

dw 7
CERTIFICATE OF VOTE

I, Daniel Needham, Jr., of Belmont, Massachusetts, hereby certify that I am the duly elected and qualified Clerk of Nagog Woods Community Corporation, (Corporation), a Massachusetts corporation with its principal place of business in the Village of Nagog Woods, Acton, Massachusetts, and that by written consent of Nagog Community Developers, Inc., a Massachusetts Corporation, of a four-sevenths (4/7) majority of the Board of Directors of the Corporation dated December 5, 1974 and by the affirmative vote of Members with at least two-thirds (2/3) of the voting power in the Corporation taken at a duly called Special Meeting of the Members held on January 9, 1975 at the Clubhouse, Village of Nagog Woods, Acton, Massachusetts, the following amendments were adopted to the Nagog Woods Restrictions, pursuant to Article VII, Section 7.01A(1) of said restrictions, recorded with Middlesex South Registry of Deeds in Book 12293, Page 1, as amended, by a document dated May 28, 1974 recorded with said Deeds in Book 12686, Page 22:

1. AMENDMENT NUMBER ONE

"Exhibit A Revised" attached to the Nagog Woods Restrictions, as amended, recorded with Middlesex South Registry of Deeds in Book 12686, at Page 024 is amended by deleting it in its entirety and substituting therefor "Exhibit A Revised December 5, 1974" attached hereto and incorporated herein.

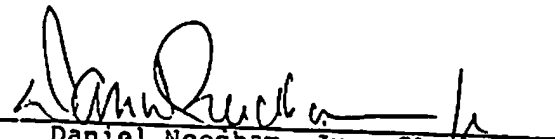
243
BK 12787 PG 062

2. AMENDMENT NUMBER TWO

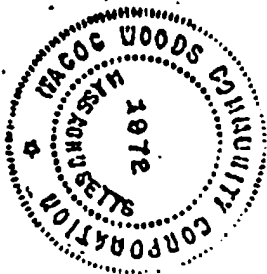
Article II, Section 2.01 of said Restrictions recorded with said Deeds in Book 12293, Pages 006 and 007 and entitled "Subject Property" as amended is further amended by adding thereto as the last paragraph the following:

"A certain parcel of land located in Acton, Middlesex County, Massachusetts: Parcel Y containing 41,320 square feet, more or less, and being shown as Parcel Y on a plan entitled 'Plan of Land in Acton, Mass. Owned by Community Concepts Corporation, Nonset Path, Acton, Mass.' drawn by R. D. Nelson, Civil Engineers, 144 Sudbury Rd., Concord, Mass., dated February 14, 1974, said plan being recorded with Middlesex South District Registry of Deeds in Book 12629, Page 134. Said parcel is described in a deed of Community Concepts Corporation to Nagog Community Developers, Inc., dated April 25, 1974, recorded with said Deeds in Book 12629, Page 34.

I further certify that the foregoing vote has not been amended or rescinded and is still in full force and effect.


Daniel Neecham, Jr., Clerk

DATED: February 27, 1975



205 -

CERTIFICATE OF VOTE

I, Marilyn M. King, of Acton, Massachusetts, hereby certify that I am the duly elected and qualified Secretary of the Nagog Woods Community Corporation, a Massachusetts Corporation with its principal place of business in the Village of Nagog Woods, Acton, Massachusetts, and that by a vote to adopt of a four-sevenths (4/7) majority of the Board of Directors of the Corporation taken on December 3, 1975 and by the affirmative vote of Members with at least two-thirds (2/3) of the voting power in the Corporation taken at a duly called Special Meeting of Members held on December 4, 1975 at the Clubhouse, Village of Nagog Woods, Acton, Massachusetts, the following amendment was adopted to the Nagog Woods Restrictions, a set of restrictions recorded with Middlesex South Registry of Deeds in Book 12293, pursuant to Article VII, Section 7.01A (1).

Page 1

Amendment

Article VI, Section 6.02 Operation and Maintenance Expenses is amended by the addition of the underlined words as follows:

"A. Budget, Assessment. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall prepare and adopt a budget for the Corporation reflecting an estimate of the expenses to be incurred by the Corporation during such fiscal year in performing its said functions. Uncollected Common Fees may be included in the estimated expenses. Said estimated expenses shall be divided by the total number of Units then within the Village of Nagog Woods (including those, if any, which may then be owned by the Grantors)...."

I further certify that the foregoing vote has not been amended or rescinded and is still in full force and effect.

Marilyn M. King
Marilyn M. King, Secretary

Dated: February 27, 1976

MARGINAL REFERENCE REQUESTED

BOOK 12293 PAGE 1

APR 23-76 AM 1125 125RE ***5.00

BK 12964 PG 658

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aw 5-
CERTIFICATE OF VOTE

I, Marilyn M. King, of Acton, Massachusetts, hereby certify that I am the duly elected and qualified Secretary of the Nagog Woods Community Corporation, a Massachusetts Corporation with its principal place of business in the Village of Nagog Woods, Acton, Massachusetts, and that by a vote to adopt of a four-sevenths (4/7) majority of the Board of Directors of the Corporation taken on January 29, 1976 and by the affirmative vote of Members with at least two-thirds (2/3) of the voting power in the Corporation taken at a duly called Annual Meeting of the Members held on February 10, 1976 at the Clubhouse, Village of Nagog Woods, Acton, Massachusetts, the following amendment was adopted to the Nagog Woods Restrictions, a set of restrictions recorded with Middlesex South Registry of Deeds in Book 12293, pursuant to Article VII, Section 7.01A (1).

Amendment

Article V, Section 5.03 Architectural Review Procedure is amended by the following:

- 1) Changing the period during which approval or disapproval of proposed improvements may be made from thirty (30) to sixty (60) days;
- 2) Adding prior to the last sentence in Paragraph (d) of Section 5.03 the following:
"Notwithstanding approval by the Board in either of the foregoing ways, no such approval shall be deemed to be a representation or warranty that the proposed improvement, structural addition or work does in fact comply with all, or any, applicable building, health, sanitary, zoning, and other land use laws and municipal ordinances."
- 3) Adding at the end of Paragraph (e) of Section 5.03 the following:
"It shall be the responsibility of the Member, Owner, or Association to insure that all work done shall comply with all applicable building, health, sanitary, zoning, and other land use laws and municipal ordinances."

I further certify that the foregoing vote has not been amended or rescinded and is still in full force and effect.

Marilyn M. King
Marilyn M. King, Secretary

Dated: February 27, 1976

MARGINAL REFERENCE REQUESTED

BOOK 12293 PAGE 1

NAGOG WOODS COMMUNITY CORPORATION
AMENDMENT TO BY-LAWS

"That Article III, Section 3.2 Number, Qualifications and Elections (A) be amended to provide that there shall be ten (10) Directors of this Corporation, and that the Secretary shall be a member of the Board of Directors, to serve as provided for in Article IV, Section 4.2 Election. The Secretary to have all of the powers as do all members of the Board of Directors."

AMENDMENT TO MASTER DEED
NAGOG WOODS CONDOMINIUM ASSOCIATIONS I, II, III and IV

That the Master Deeds of each of the Nagog Woods Condominiums I, II, III and IV be amended by inserting therein the following paragraphs:

"16. Purchase Option.

In order to maintain the condominium as a residential condominium with maximum occupancy by resident owners and to maintain a degree of continuity of residence, inhibit transiency and safeguard the value of each Owner's investment in the Units, at no time shall title and ownership of more than two (2) units be vested in or held by an Owner, as that term is defined in the Nagog Woods Restrictions.

If at any time after the adoption of this amendment, title to a Unit shall vest in a person, as that term is defined in the Nagog Woods Restrictions, who owns two (2) or more Units, the Association shall thereupon have the option to purchase, ("Purchase Option") such Unit from the Owner, at any time, or from time to time, at the lesser of the following two prices:

1. The purchase price of the Unit when purchased by the Owner plus an increase, if any, in the Consumer Price Index for the City of Boston, Massachusetts, published by the Bureau of Labor Statistics of the United States Department of Labor, or such comparable index as may be kept by a comparable agency of the United States, from the time of said purchase to the time that the Association exercises its Purchase Option.
2. The fair market value of the Unit at the date that the Association exercises its Purchase Option as determined by taking the average of three, so-called, "Opinions of Value" of three (3) real estate brokers, one of whom shall be chosen by the Association, one of whom shall be chosen by the Owner and the third to be agreed upon by the Association and the Owner. The Association may exercise its Purchase Option at any time after it shall become aware that a Unit has been acquired contrary to the provisions of this Section 16. The Association may proceed to purchase the Unit in accordance with the other provisions contained in the Master Deed, By-Laws and Restrictions with respect to the purchase of Units by the Association. Any Owner, by becoming an Owner, agrees to provide the Association with any information reasonably requested by the Association with respect to the Ownership of a Unit not held in the name of an individual so as to enable the Association to determine whether Unit Ownership is in contravention of the terms of this paragraph.

For Review

consent of the holders of first mortgages of record on the Units or other real estate owned by such Members and, until five hundred (500) Units have been sold by the Grantors in the Village of Nagog Woods or five (5) years from the date hereof, whichever occurs first, the written consent of the Grantors or their successors and assigns to any such sale, lease, mortgage or other encumbrance. Without in any way limiting the generality of the foregoing provisions, the Corporation shall have the power and authority at any time:

A. Assessments. To assess each Association, or, in the case of Multifamily Dwellings which have not been committed to condominium use, each Owner thereof, for its or his proportionate share of the expenses of operating, maintaining, and repairing the Community Areas, Common Elements, or, when appropriate, Residential Areas.

B. Easements and Rights-of-Way. To grant and convey to any third party easements, rights-of-way, parcels or strips of land in, on, over or under any Community Areas for the purpose of constructing, erecting, operating, using or maintaining thereon, thereunder (1) roads, walks, driveways and park areas; (2) overhead or underground lines, cables or other devices for the transmission of electricity, telephone and other purposes; (3) pipes, water systems, sprinkling systems; and (4) any similar public or quasi-public improvements or facilities.

Section 4.06 The Nagog Woods Rules.

A. Rulemaking Power. Subject to the provisions of the Nagog Woods Restrictions, the Board may from time to time adopt,

amend and repeal rules and regulations to be known as the "Nagog Rules", governing, among other things, use of the Community Area maintenance, repair and decoration of the exterior of the Units structural changes in Units and changes in the use of Common Elements in each Condominium within Nagog Woods (collectively to be referred to as "the Areas.") Said rules may include parking restrictions, limitations, limitations upon vehicular travel, restrictions on type or types of vehicles which may be permitted to use such Areas and restrictions on the maintenance, landscaping, use or improvement of such Areas, provided, however, that with respect to use of such Areas the rules may not discriminate among Associations or Members.

B. Publication of Rules. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to the Board of Managers of each Condominium and to each Member and may, but need not be, recorded or filed. Upon such mailing, other delivery or recordation and filing, said rules shall have the same force and effect as if they were set forth in and were a part of the Nagog Woods Restrictive Covenants and the By-Laws of each Association.

Section 4.07 Liability of Board Members and Manager.

No member of the Board, or any employee of the Corporation shall be personally liable to any Member, or to any other party for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Corporation, the Board, the Manager or any other representatives or employees of the Corporation.

ARTICLE VBOARD OF DIRECTORSSection 5.01 Organization.

The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board which, to the extent permitted by applicable law, shall have the powers and duties set forth in the Articles and By-Laws.

Section 5.02 Architectural Review.

In addition to its other duties, the Board shall consider and act upon all applications for construction of improvements in the Residential Areas submitted to it pursuant to any provision of the Nagog Woods Restrictions or the By-Laws of the Corporation or the Master Deed, By-Laws or related documents of any Condominium. The Board shall inspect newly completed improvements, shall adopt appropriate rules and regulations, and shall carry out all other duties imposed upon it by the Nagog Woods Restrictions.

Section 5.03 Architectural Review Procedure.

(a) No improvement, structural addition or other work which in any way alters the exterior appearance of any Unit or Common Element within the Village of Nagog Woods from its natural or improved state existing on the date such Unit was first conveyed in fee by the Grantors or, in the case of Common Elements, the date of the recording of the Master Deed relating thereto, shall be made or done without the prior written approval of the Board.

(b) Any Member, Owner or Owners, except the Grantors and their designated agents, or any Association, proposing to make any improvements which, under the preceding paragraph, require the prior

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BK 12293 PC

written approval of the Board shall apply for approval by delivery to the Board a written application describing in detail the nature of the proposed improvement, together with such additional documents as the Board may reasonably require.

(c) The Board shall, after consideration of the items set forth above and such other matters as it deems necessary, grant the requested approval if the Board determines that:

1. The proposed improvement conforms to the Nagog Woods Restrictions and Nagog Woods Rules in effect at the time the application for approval was submitted; and

2. The proposed improvement is reasonably compatible with the standards of the Village of Nagog Woods and the purposes of the Nagog Woods Restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures and as to location with respect to topography and finished grade elevation; and

3. The proposed improvement complies with all applicable building, health, sanitary, zoning, and other land use laws and municipal ordinances.

(d) All approvals given under the foregoing paragraph shall be in writing and in form suitable for recording and shall be recorded with said Registry of Deeds, provided, however, that any such application for approval which has not been acted upon within thirty (30) days from the date of submission thereof to the Board shall be deemed approved and a Certificate to that effect signed by any member of the Board or the President or Secretary of the Corporation and duly recorded with said Registry of Deeds shall

be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Board as a permanent record.

(e) Upon receipt of approval from the Board or upon the lapse of thirty (30) days without action as provided in paragraph (d) of this Section, the Owner or Association, as the case may be, shall as soon as practicable, commence and diligently proceed with the construction, refinishing, alterations and excavations set forth in the documents accompanying his application for approval.

(f) In the event that the construction, reconstruction, refurnishing, or alteration of any improvement is not completed within a reasonable time, or having been completed does not comply with the approval therefor given by the Board, the Board, after hearing, may direct the Member, Owner, Owners or Association, as the case may be, to remedy the non-compliance or remove the improvement. If the Member, Owner, Owners or Association does not comply with the order of the Board within the period set forth in the order, the Board may either remove the non-complying improvement or remedy the non-compliance and the Member, Owner, Owners or Association shall reimburse the Corporation, upon demand, for all expenses incurred in connection therewith.

The foregoing procedure shall be set forth in substantially identical manner in the By-Laws of each Association within the Village of Nagog Woods.

Section 5.04 Liability.

Neither the Board nor any member thereof shall be liable to the Corporation, any Member, any Association, or to any other

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party for any damage or loss suffered or claimed on account of (A) the approval or disapproval of any plans, drawings or specifications; (B) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (C) the development of any property within the Village of Nagog Woods; or (D) the execution, recording or filing of a certificate pursuant to the foregoing procedure, whether or not the fact therein is correct.

ARTICLE VI

FUNDS AND EXPENDITURES

Section 6.01 Operating Fund.

The Board shall establish an operating fund for the Corporation into which shall be deposited all monies paid to the Corporation and from which disbursements shall be made for expenses incurred in connection with the functions and the duties of the Corporation under the Nagog Woods Restrictions.

Section 6.02 Operation and Maintenance Expenses.

A. Budget, Assessment. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall prepare and adopt a budget for the Corporation reflecting an estimate of the expenses to be incurred by the Corporation during such fiscal year in performing its said functions. Said estimated expenses shall be divided by the total number of Units then within the Village of Nagog Woods (including those, if any, which may then be owned by the Grantors) and assessed in the following manner: in the case of

a Multifamily Dwelling which has not been committed to Condominium use, the Owner thereof shall be liable directly to the Corporation for his share of expenses so determined. In the case of a Condominium, said expenses shall be allocated to the Association thereof in proportion to the percentage which the number of Units therein bears to the aggregate number of Units then within the Village of Nagog Woods. The expenses so allocated to said Association shall then be assessed by said Association to the Unit Owners thereof as a part of the Common Expenses of the Condominium.

B. Additional Expenses. If, at any time during any fiscal year, moneys additional to that received by the Corporation pursuant to paragraph A of this Section 6.02 are needed, the Board may prepare an estimate of additional expenses which amount shall be assessed to each Association and/or Owner in accordance with said Paragraph A.

C. Payment of Expenses. The expenses assessed in accordance with Paragraph A of this Section 6.02 shall be due and payable to the Corporation by each Association and/or Owner of a Multifamily Dwelling in quarterly installments or more often as determined by the Board.

All assessments of additional expenses pursuant to Paragraph B of this Section 6.02 shall be due and payable to the Corporation within sixty (60) days of the date of the assessment unless otherwise authorized by the Board.

D. Obligations of Grantors and Owners. Each Unit Owner within Nagog Woods (including Grantors) shall be liable as a part of

9/19/72

BK 12293 PG 021

Common Expenses appurtenant to his Unit for his share of all assessments levied pursuant to the Nagog Woods Restrictions for as long as he owns his Unit, or other real estate, regardless of his use or non-use of the Community Areas. Each owner of a Multifamily Dwelling shall be so liable regardless of his or his tenants' said use or non-use. Upon the recording of a Deed conveying title to such Unit, Units or other real estate to a new Owner, the conveying Owner (including Grantors) shall not be liable for any assessments levied against his former Unit, Units or other real estate after the date of such recording; provided, however, that the recording of a Deed shall not relieve a conveying Owner (including Grantors) of the obligation to pay assessments levied prior to the date of such conveyance.

Section 6.03 Reimbursement Assessment.

The Board shall cause to be levied a reimbursement assessment against any Owner, Owners or Association within Nagog Woods (including Grantors) where, as a result of that Owner's, Owners' or Association's failure to comply with the Nagog Woods Restrictions or the Nagog Woods Rules, monies were expended by the Corporation to cure the non-compliance. Such an assessment shall be limited to the amount so expended and shall be due and payable to the Corporation forthwith.

Section 6.04 Enforcement.

In the event of a delinquency in payment of any assessment made pursuant to Sections 6.02 or 6.03, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation, by an action at law commenced and maintained in the

be amended only upon ratification by the affirmative vote of 90% of the Members.

- (2) For a period of five (5) years from the date of these Restrictions, the written consent of Grantors or their successors and assigns to any amendment or repeal shall be required, which consent may be evidenced by Grantors' joining in the execution of the instrument required by the foregoing sub-paragraph (1).

B. Duration of Restrictions. Subject to the provisions of paragraph A of Section 7.01 hereof, the Nagog Woods Restrictions shall continue and remain in full force and effect until September 6, 2002. Thereafter the term of the Nagog Woods Restrictions may be extended for further periods of twenty (20) years each in the manner provided in Massachusetts General Laws Chapter 184, Section 27, as it may be amended from time to time.

Section 7.02 Enforcement and Non-Waiver.

A. Right of Enforcement. The Nagog Woods Restrictions are for the benefit of all of the land contained in the Village of Nagog Woods and shall run with the land. Except as otherwise provided herein, any Owner, the Grantors or the Corporation (irrespective of whether the Grantors or the Corporation then own any Units or other real estate within the Village of Nagog Woods) shall have the right to enforce any or all of the provisions of the Nagog Woods Restrictions.

B. Violation of Law. Any violation within the Village of Nagog Woods of any state law or Town by-law, or any regulation pertaining to the ownership, occupation or use of any property is hereby

declared to be a violation of the Nagog Woods Restrictions and subject to any or all of the enforcement procedures set forth herein.

C. Remedies Cumulative. Each remedy provided by the Nagog Woods Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said restrictions.

Section 7.03 Delivery of Notices and Documents.

Any written notice or other document relating to or required by the Nagog Woods Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

If to the Corporation: Village of Nagog Woods, Acton, Massachusetts

If to an Association: Village of Nagog Woods, Acton, Massachusetts

If to an Owner, to the address provided by him in writing to the Corporation, otherwise to the address of any Unit or other real estate within the Village of Nagog Woods, owned in whole or in part by him; and

If to Grantors: Nagog Woods Trust, Village of Nagog Woods, Acton, Massachusetts, provided, however, that any such address may be changed at any time by the party concerned by delivering a written notice of change of address to the Corporation.

Section 7.04 Construction and Severability; Singular and Plural:

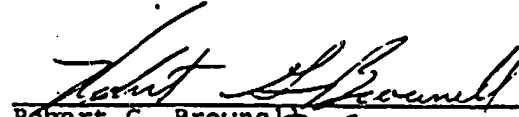
A. Restrictions Severable. Each of the provisions of the Nagog Woods Restrictions shall be deemed independent and severable,

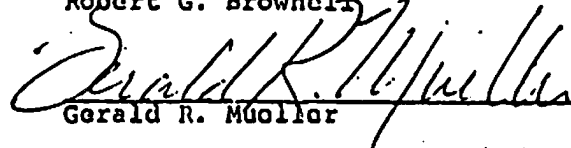
and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions or titles used in the Nagog Woods Restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of said restrictions.

IN WITNESS WHEREOF, Robert G. Brownell and Gerald R. Mueller, Trustees of Nagog Woods Trust, have duly executed these Restrictions the day and year first above written.


Robert G. Brownell


Gerald R. Mueller

Trustees as Aforesaid

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss:

September 6, 1972

Then personally appeared the above named Robert G. Brownell and Gerald R. Mueller, Trustees of Nagog Woods Trust, and acknowledged the foregoing to be their free act and deed before me


Notary Public



NAGOG WOODS COMMUNITY CORPORATION

VILLAGE OF NAGOG WOODS
ACTON, MASSACHUSETTS 01718
(978) 263-4887 FAX 263-8063



Bk: 49119 Pg: 420 Doc: AMEN
Page: 1 of 2 03/13/2007 02:42 PM

VILLAGE OF NAGOG WOODS
AMENDMENT TO RESTRICTIONS

Reference is hereby made to those certain restrictions entitled Nagog Woods Restrictions (hereinafter the "Restrictions") dated September 6, 1972, and recorded with the Middlesex County Southern District Registry of Deeds in Book 12293, Page 001.

WHEREAS, I, Donna Schilling, of Acton, Massachusetts, herby certify that I am the duly elected and qualified Clerk of Nagog Woods Community Corporation, a Massachusetts corporation with its principal place of business of 34 Nonset Path, Acton, Massachusetts, and that pursuant to Article VII, Section 7.01 of said Restrictions, the Board of Directors of the Corporation, by written consent of more than a four-sevenths (4/7) majority, and with the affirmative vote of Members with at least two-thirds (2/3) of the voting power in the Corporation cast in person or by proxy at a duly held Board of Directors Meeting on the 13th day of December, 2006, adopted the following amendment to Article IV, Section 4.04E of the Restrictions by adding the following to line three of the first sentence of said section:

1. After the words "refuse disposal," the phrase "sewage treatment and disposal."

In all other respects the Restrictions remain the same and are hereby ratified and affirmed.

Return to:

Seth Emmer, Esquire
Marcus, Emmer & Brooks, P.C.
45 Braintree Office Park, Suite 107
Braintree, MA 02184

pg 25 A



Witness my hand and seal this 13th day of December, 2006.

NAGOG WOODS COMMUNITY
CORPORATION:

By: Donna Schilling
Donna Schilling, its Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.


On this 13th day of December, 2006, before me, the undersigned notary public, personally appeared Donna Schilling, proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as Clerk of Nagog Woods Community Corporation.


Notary Public

My Commission Expires: April 7, 2011

Print Notary Public's Name: James M. Shope, Jr.

Qualified in the Commonwealth of Massachusetts


James M. Shope, Jr.
Attest. Middlesex S. Register

RELEASE

The Water Supply District of Acton, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, releases from the provisions of an Agreement with Water Supply District of Acton to Pay Demand Charge with Robert G. Brownell and Gerald R. Mueller, Trustees of Nagog Woods Trust, Community Concepts Corporation and Northeast Resources Corporation, dated October 12, 1972, recorded with Middlesex South District Registry of Deeds in Book 12345, Page 670, the following:

All of the units in Nagog Woods Condominium I described in a Master Deed, dated September 21, 1972, recorded with said Deeds in Book 12293, Page 27.

All of the units in Nagog Woods Condominium II, described in a Master Deed dated December 4, 1972, recorded with said Deeds in Book 12345, Page 231, as amended by Amendment No. 1 thereto, dated March 21, 1973, recorded with said Deeds in Book 12400, Page 184.

All of the units in Nagog Woods Condominium III, described in a Master Deed, dated May 16, 1973, recorded with said Deeds in Book 12439, Page 542, as amended by Amendment No. 1 thereto dated June 19, 1973, recorded with said Deeds in Book 12471, Page 449; Amendment No. 2 thereto, dated July 10, 1973, recorded with said Deeds in Book 12481, Page 347; Amendment No. 3 thereto, dated July 19, 1973, recorded with said Deeds in Book 12481, Page 363; and Amendment No. 4 thereto, dated September 27, 1973, recorded with said Deeds in Book 12542, Page 42.

All of the units in Nagog Woods Condominium IV, described in a Master Deed, dated May 28, 1974, recorded with said Deeds in Book 12686, Page 27, as amended by Amendment No. 1 thereto dated

Surveyor, dated May 8, 1974, recorded at Middlesex South Registry
of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

Dated this 7th day of February 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

Gerald R. Mueller
By, Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk,

February 7 1977

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

Stephen M. Adelson
Stephen M. Adelson-Notary Public
My Commission Expires: Aug. 11, 1983

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, Nagog Community Developers, Inc. (hereinafter called "Developer"), a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, is the owner of certain land located in Acton, Middlesex County, Massachusetts, as hereinafter more fully identified and all as shown on a plan entitled "Plan of Land in Acton, Mass. Owners: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, to be recorded herewith (hereinafter called the "Plan");

WHEREAS, Developer desires to impose certain Restrictions on the use of certain portions of the land shown on the Plan, which restrictions shall be for the benefit of both Developer and Nagog Woods Community Corporation, a Massachusetts Corporation having an usual place of business in said Acton (hereinafter called "Corporation");

WHEREAS, the imposition of said Restrictions is part of an overall agreement between Developer and Corporation, each having received consideration from the other;

NOW, THEREFORE, Developer hereby imposes the following Restrictions on the premises hereinafter more specifically identified:

1. LOT 24A and LOT 26

The portion of Lot 24A as shown on the Plan and bounded and described as follows:

SOUTHERLY - by Nonset Path, 46.13 feet and 66.71 feet;
 WESTERLY - by Lot 25, 151.44 feet;
 NORTHERLY - by the remaining portion of said Lot 24A,
 245.96 feet; and
 EASTERLY - by Lot 24B, 99.16 feet;

and the portion of Lot 26 as shown on the Plan and bounded and described as follows:

MARGINAL REFERENCE REQUESTED

BOOK 13138 PAGE 422

SEE PLAN IN RECORD BOOK 13138 PAGE 377

BOOK 13138 PAGE 377

SEE PLAN IN RECORD BOOK 13138 PAGE 377

SOUTHERLY - by Nonset Path, 215.09 feet and 94.00 feet;
 SOUTHWESTERLY - by Lot 27, 200.98 feet and 107.49 feet;
 NORTHWESTERLY - by Lot 25, 50 feet;
 NORTHEASTERLY - by the remaining portion of said Lot 26, 107.54 feet and 150.32 feet;
 NORTHERLY - by the remaining portion of said Lot 26, 39.57 feet and 239.36 feet;
 NORTHEASTERLY - by said Lot 25, 13.91 feet; and
 EASTERLY - by said Lot 25, 38.77 feet;

shall be buffer zones which shall be left in their natural state, no trees being cut or removed therefrom and no alteration, development, or improvement of any kind being constructed thereon except that Developer may construct one driveway across each of said buffer zones providing access from Nonset Path to each of said lots, provided, however, that no driveway shall cross the buffer zone on Lot 26 in that area of said buffer zone approximately parallel to the roadway known as Split Rock, and further, that the driveway providing access to Lot 24A shall not exceed 150 feet in length within the buffer zone and the driveway providing access to Lot 26 shall not exceed 50 feet in length within the buffer zone. Developer may also cross said buffer zones for necessary utility lines, including drainage pipes, provided that any such utility lines and/or drainage pipes shall be buried below ground to a safe depth and covered with earth and landscaping to blend in with the surrounding area and further provided that Developer shall cross each of said buffer zones only once for such purposes; the path made for such utilities and/or drainage pipes shall be no more than ten (10) feet in width. No open trenches or drainage ditches of any kind shall be permitted within the buffer zones. Further, Corporation, at its own expense, may plant additional trees within said buffer zone(s) so long as they do not obstruct the driveway(s) or utility and drainage lines.

Developer shall have the right to use the driveways crossing said buffer zones into Lots 24A and 26 together with Nonset Path, for all purposes of ingress and egress to said Lots including,

without limitation, ingress and egress by vehicles and equipment used in connection with the construction and/or maintenance of buildings and related improvements on said Lots 24A and 26. The use of Lots 24A and 26 shall be strictly limited to those uses set forth in Town of Acton Protective Zoning By-Laws as amended to January 23, 1975, Section IV (Use Regulation), Subsection C ((General Business District (B))), paragraph 1, excluding therefrom subparagraph (1)(f) and any establishment for the sale and repair of motor vehicles of every nature and description. Developer shall have the right to transfer said lots, including the restricted areas, subject to the restrictions herein set forth. If said lots, or either one, are conveyed prior to the completion of initial construction of buildings thereon to, or the use thereof granted to, the owner of Lot 25, as shown on said Plan, (or to the owner of any lot derived from Lot 25 and which is contiguous to either or both of said lots), or to his or its successors, assigns or heirs, as the case may be, the right to cross the buffer zone(s) with driveways provided hereinabove in this Paragraph shall immediately lapse only as to the lot so conveyed to the owner of Lot 25 (expressly still reserving the right to cross said buffer zone(s) for necessary utility and drainage lines).

2. The portion of Lot 17C labelled USE AREA III, as shown on the Plan, now owned by Developer, shall be retained as open space; no trees shall be cut or removed therefrom, and no alteration, development, improvement, unless approved in writing by the Corporation, shall be done thereon by Developer except that said USE AREA III shall be subject to an existing 50 foot wide utility easement as recorded in the Middlesex South Registry of Deeds and as shown on the Plan. Further, Developer may also cross said USE AREA III of Lot 17C with necessary utility lines, including drainage pipes, provided that any such utility lines and/or drainage

pipes shall be buried below ground to a safe depth and covered with earth and landscaping to blend in with the surrounding area, and further, the path for such utility lines and/or drainage pipes shall be no more than ten (10) feet in width, and no open trenches or drainage ditches of any kind shall be permitted within said USE AREA III of Lot 17C except as exist as of the date hereof.

Provided, however, Corporation shall have the right to make improvements on said USE AREA III of Lot 17C which are designed for recreational use with the written approval of Developer, which approval shall not be unreasonably withheld or delayed, provided said improvements shall not increase municipal taxes on said Lot 17C. If said taxes are increased on account of the construction of said recreational improvements, Corporation agrees to pay the entire amount of such increase. Further, Developer hereby grants to Corporation and Members thereof a perpetual easement to use said USE AREA III of Lot 17C in common with Developer, for recreational purposes, excluding therefrom the use thereon of any motorized recreational vehicles by either Corporation, its Members, or Developer. Developer shall not be responsible for the maintenance of any portion of said USE AREA III of Lot 17C, nor for the maintenance of any such recreational improvements installed by Corporation, and Corporation shall hold Developer harmless from any and all liability on account of any claim for personal injury or property damage arising out of the use of said USE AREA III of Lot 17C for recreational purposes by Corporation or its Members and their guests and invitees.

Notwithstanding the above, if required by the Town of Acton, Developer may construct a so-called vehicular turn-around to be used as a part of Nonset Path, said construction to be within said USE AREA III of Lot 17C, and Developer may grant an easement as necessary or required allowing the use of said vehicular turn-

around. Corporation further agrees that to the extent Developer grants any such easement to the Town of Acton for a vehicular turn-around within said USE AREA III of Lot 17C, the easement hereinabove granted to Corporation and its Members for recreational purposes shall forthwith terminate and be of no further force or effect as to the easement area so conveyed to said Town without the necessity of executing or recording any document releasing said recreation easement as to the subject vehicular turn-around area. Any and all recreational improvements existing within the area so conveyed to said Town shall forthwith be removed by Corporation.

3. The portion of Lot 18 labelled USE AREA III, as shown on the Plan, and now owned by Developer, shall be retained as open space; no trees shall be cut or removed therefrom, and no alteration, development, improvement, unless approved in writing by the Corporation, shall be done thereon by Developer. Further, Developer may also cross said USE AREA III of Lot 18 with necessary utility lines including drainage pipes, provided that any such utility lines and/or drainage pipes shall be buried below ground to a safe depth and covered with earth and landscaping to blend in with the surrounding area. The path for such utility lines and/or drainage pipes shall be no more than ten (10) feet in width, and no open trenches or drainage ditches of any kind shall be permitted within said USE AREA III of Lot 18 except as exist as of the date hereof or except as will enhance the natural flow of water into and within said USE AREA III of Lot 18.

4. LOT 17C (USE AREA II)

No development, other than detached single-family homes, and the necessary roads and utilities, including drainage pipes therefor, shall be constructed on USE AREA II of Lot 17C as shown on the Plan.

5. No development other than that designed for residential

use (either single-family or multi-family in nature) and the necessary roads and utilities, including drainage pipes therefor, shall be constructed on Lot 5C as shown on the Plan.

6. See Page 6 (a) attached hereto.

7. It is intended that these Restrictions shall be binding on the Developer and its respective successors and assigns and shall run with the land for the benefit of the Corporation, its successors and assigns, but shall in no way limit Developer's right in its sole and absolute discretion to sell, convey, lease, mortgage or otherwise transfer title to the land herein mentioned, in whole or in part. Further, these Restrictions shall in no way be deemed to supersede or constitute a release of any easement or Right of Way for Developer's benefit existing as of the date hereof. Each provision herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

8. These Restrictions may not be amended and/or repealed except by a majority vote of the Board of Directors of the Developer (or its successors and assigns) and by a majority vote of the Board of Directors of the Corporation, or its successors and assigns.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc. hereby sets its corporate seal on this 7th day of February 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

By: *Gerald R. Mueller*
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 7, 1977

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

Stephen M. Adcock
STEPHEN M. ADCKOCK Notary Public
My Commission Expires: 2/11/83

DECLARATION OF RESTRICTIVE COVENANTS (CONT.)

Grantor: Nagog Community Developers, Inc.
Dated: February 7, 1977

6. Developer shall not use the portion of Nonset Path which is paved as of the date hereof, all as shown on the Plan, as access for construction equipment and vehicles (expressly still reserving to Developer the right to use Nonset Path for other types of equipment or vehicles), except as Developer is the owner of a unit(s) in The Village of Nagog Woods or is otherwise responsible for warranty or other construction work in any such unit in said Village (whether or not such unit is owned by Developer), or except for the purposes of ingress and egress, by any type of equipment or vehicle, to Lots 24A, 26 and 5C, all as shown on the Plan, or except as otherwise now of record in the Middlesex South Registry of Deeds.

Notwithstanding the above, in the event the Town of Acton requires the removal of the restrictions, as set forth in this Paragraph 6, prior to the Town's acceptance of Nonset Path as a public way, Developer reserves to itself, in its own right and in its sole and absolute discretion, the right to execute a release in recordable form, removing, in whole or in part, the restrictions contained in this Paragraph 6, and to this end, the provisions hereinafter contained in Paragraph 8 of these Restrictions shall not apply to the restrictions set forth in this Paragraph 6.

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NAGOG WOODS RESTRICTIONS

PREAMBLE

These Restrictions are made on September 6, 1972 by Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust dated January 14, 1972, recorded in Middlesex South Registry of Deeds in Book 12143, Page 728 ("Grantors" herein), as the owners of approximately 91 acres of real estate in the Town of Acton, County of Middlesex, Commonwealth of Massachusetts, said real estate being more particularly described in ARTICLE II hereof.

It is the intention of the Grantors to develop the above real estate as a planned community to be known as "The Village of Negog Woods." Much of the land will be devoted to residential use and will be occupied by multi-family dwellings which the Grantors anticipate will be owned in condominium fashion. Other portions of said land will be used for and devoted to recreational purposes for the benefit of all of the Units ultimately constructed in the community. In furtherance of this plan, the Grantors initially will sell and convey Units in a series of Condominiums subject to the restrictions set forth herein.

BOOK 12787 P 061

BOOK 12964 P. 657 ✓ CTF-VI

SEE VOTE, B / 2686P 022 ✓

✓ BOOK 13138 P 418 Lots 17C, 18, 5C,
✓ BOOK 12964 P 658 ✓ CTR ✓

It is the purpose of these restrictions to provide a means for maintaining, controlling and preserving the Village of Nagog Woods as a residential community with the amenities desirable for residential living. It is to preserve the beauty and appeal of the Village of Nagog Woods for all future owners of property therein that these restrictions are established, and the intention of Grantors is that the provisions hereof shall be understood and construed to achieve that objective. Every person by acceptance of the Deed to his or her Unit does thereby agree to be bound by the covenants, conditions and restrictions of the Nagog Woods Restrictions.

Unless the context otherwise specifies or requires, the terms defined in this ARTICLE I shall, for all purposes of the Nagog Woods Restrictions, have the meanings herein specified.

Articles. The term "Articles" shall mean the Articles of Organization of Nagog Woods Community Corporation (the Corporation), described in Section 4.01 hereof, which have been filed in the office of the Secretary of State of the Commonwealth of Massachusetts, a true copy of which is on file at the principal office of the Corporation in the Village of Nagog Woods, in said Acton.

Association. The term "Association" shall mean the association formed by the Unit Owners in each Condominium and shall have the same meaning as the words "organization of unit owners" as defined and used in Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

See Book 13151 Page 638
 SEE NOTED 13151 P 636
 Assignment under relation to Miller Bros 12293-1
 CLEA OFFICIALS Registered on Lot 5C

Board. The term "Board" shall mean the Board of Directors of the Corporation.

By-Laws. The term "By-Laws" shall mean the By-Laws of the Corporation which have been adopted by the Board, which shall be incorporated herein by reference, as such By-Laws may be amended from time to time.

Common Elements. The term "Common Elements" shall have the same meaning as the words "common areas and facilities", as defined in Section 1 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Community Areas. The term "Community Areas" shall mean those areas designated as such on the Plan, and not included in any Residential Area, to be devoted to recreational, conservation, and other community functions, which areas the Grantors intend to convey to the Corporation.

Condominium. The term "Condominium" shall mean the real property within a Residential Area, as defined herein, which has been submitted to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Fiscal Year. The term "fiscal year" shall mean the calendar year.

Grantors. The term "Grantors" shall mean Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust dated January 14, 1972, recorded in Middlesex South Registry of Deeds in Book 12143 Page 728, and shall, where the context permits, include their successors and assigns.

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Improvement. The term "improvement" shall include buildings, outbuildings, garages, carports, driveways, fences, wells, stairs, decks, poles, signs, tennis courts, and all structures of every type and kind, whether or not included within a Condominium.

Master Deed. The term "Master Deed" shall have the same meaning as the words "master deed" as defined in Section 1 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Member. The term "Member" shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Corporation.

Multifamily Residential Use. The term "Multifamily Residential Use" shall mean the occupation or use of a Multifamily Dwelling in conformity with the Nagog Woods Restrictions and requirements of zoning by-laws of the Town of Acton and applicable state, county, and municipal rules and regulations.

Multifamily Dwelling. The term "Multifamily Dwelling" shall mean a building containing three or more units and designed for occupancy exclusively for living purposes.

Nagog Woods Restrictions. The term "Nagog Woods Restrictions" shall mean the covenants and restrictions contained herein.

Nagog Woods Rules. The term "Nagog Woods Rules" shall mean the rules adopted by the Board pursuant to Section 4.06 hereof, as they may be amended from time to time.

Owner. The term "Owner" shall mean the person or persons owning a Unit or other real estate within the Village of Nagog Woods, and shall include the Grantors.

Person. The term "person" shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, or any entity which has the right to hold title to real property.

Plan. The term "Plan" shall mean the plan entitled "Plan of the Village of Nagog Woods," a copy of which is annexed hereto as Exhibit "A" and which was prepared from a plan entitled "Minuteman Business and Industrial Park, Definitive Subdivision Plan, Plan of Land in Acton, Mass.", dated September 8, 1970, revised December 9, 1970, drawn by R. N. Nelson, Engineer, recorded with Middlesex South Registry of Deeds in Book 11958, Page 230.

Residential Areas. The term "Residential Areas" shall mean those areas designated as such on the plan and intended by the Grantors for Multifamily Residential Use, as defined herein.

Unit. The term "Unit" shall mean a dwelling unit in a Multifamily Dwelling, as defined herein, which is designed for occupancy for living purposes.

Village of Nagog Woods. The term "Village of Nagog Woods" shall mean all the real estate described in ARTICLE II and shown on the Plan

ARTICLE II

PROPERTY SUBJECT TO THE NAGOG WOODS RESTRICTIONS

Section 2.01 Subject Property.

The property subject to the Nagog Woods Restrictions shall be the land presently owned by the Grantors which is bounded and describe as follows:

The following parcels of land with the buildings and improvements thereon situated in Acton, Middlesex County, Massachusetts:

Lots 5 through 23 inclusive and Lot 27, and land of P. C. Kelleher as shown on a plan entitled "Definitive Subdivision Plan Minutemen 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, Page 230. Being a portion of the premises conveyed to the Grantors by deed of Community Concepts Corporation dated January 14, 1972, recorded with said Deeds in Book 12143, Page 731.

Parcels 25A and 26A shown on a plan entitled "Plan of Land in Acton, Massachusetts. Owner: Community Concepts Corp.", 1" = 80', dated May 4, 1972, recorded with said Deeds in Book 12276 at Page 348.

Parcel 25A is a portion of the premises conveyed to the Grantors by deed of Community Concepts Corporation dated August 15, 1972, recorded with said Deeds in Book 12276, Page 351. Parcel 26A is a portion of the premises described in said deed recorded with said Deeds in Book 12143, Page 731.

A certain parcel of land near Henley Road in Acton, Middlesex County, Massachusetts, containing 3,010 square feet and being shown as Parcel E on a plan entitled "Plan of Land in Acton, Massachusetts", dated January 15, 1970, drawn by Acton Survey and Engineering, Inc. and recorded with said Deeds at the end of Book 11833, reference to which may be had for a more particular description. Said parcel is described in a deed from Clarence P. Henley to Community Concepts Corporation dated August 15, 1971, recorded with said Deeds, Book 12050, Page 13.

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Two certain parcels of land located in Acton, Middlesex County, Massachusetts: Parcel F containing 9,695 square feet and being shown as Parcel F on a plan entitled "Plan of Land in Acton, Mass.", dated January 15, 1970, by Acton Survey & Engineering, Inc., and Parcel M containing 12,500 square feet and being shown as Parcel M on said plan. Said plan being recorded with Middlesex South District Registry of Deeds in Book 11833, Page End. Said two parcels are described in a deed of Community Concepts Corporation to the Grantors recorded with said Deeds in Book 12212, Page 83.

A certain parcel of land on the northeasterly side of Great Road having an area of 1.51 acres, more or less, and being shown as Parcel One on a plan entitled "Land in Acton Surveyed for the Estate of George E. Murphy" drawn by Horace F. Tuttle, C.E., dated July 30, 1948, and recorded with said Deeds in Book 7335, Page 130.

Said parcel is described in said deed of Community Concepts Corporation to the Grantors recorded with said Deeds in Book 12276, Page 351.

ARTICLE III

LAND CLASSIFICATIONS, PROPERTY USE AND RESTRICTIONS

Section 3.01 General

The land subject to these Restrictions is divided into Community Areas and Residential Areas.

Section 3.02 Community Areas: Permitted Use, Construction and Alteration of Improvements

The Grantors intend to convey the Community Areas to the Corporation, as defined in Section 4.01 hereof. Community Areas shall be used by the Members and their invitees for recreational purposes and to enhance the enjoyment by such Members of the natural environment of the Village of Nagog Woods. The Community Areas shall not be used for any other purposes except that the Grantors may use the club house, when built, for sales and other business purposes during

development. No improvement, excavation or work which in any way alters any Community Area from its natural or existing state on the date such area was conveyed to the Corporation shall be made or done except within the restrictions and limitations of this Section.

A. Limitation on Construction. No person other than the Corporation or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any road or improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Community Area. The Corporation shall have the right, at any time, to plant replace, maintain and cultivate shrubs, trees, grass and plantings and to construct, reconstruct, refinish, alter and maintain any road, walkway, or improvement on any property within Community Areas.

B. Grantors' Plans and Specifications. Grantors shall from time to time file with the Board, as defined herein, such plans and specifications as they may have for the purpose of maintaining a permanent record of improvements constructed on any Community Area.

Section 3.03 Residential Areas: Permitted Uses and Restrictions; Construction and Alteration of Improvements.

The Residential Areas are the areas designated as such on the Plan which will be reserved for Multifamily Residential Use, as defined herein. Except as provided below, no use other than a Multifamily Residential Use shall be permitted in a Residential Area.

Notwithstanding the foregoing, the Grantors may, until June 30, 1977, use any Units owned by the Grantors or any other buildings

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or improvements existing in a Residential or Community Area on the date of the recording of these Restrictions, as rental offices, models for display, storage facilities, or any other purpose related to the construction, sale or leasing of Units.

The permitted uses and restrictions for Condominiums, and the restrictions governing the construction and alteration of improvements thereon shall be fixed by the Grantors in each Master Deed creating a Condominium, and By-Laws adopted pursuant thereto, except that each Condominium shall be subject to the Nagog Woods Restrictions and to the rules and regulations promulgated by the Corporation pursuant thereto.

Section 3.04 Roadways: Permitted Uses and Restrictions.

The fee to Nonset Path shown on the Plan is in Community Corporation, a Delaware Corporation with its principal place of business in Acton, Massachusetts, and shall so remain until such time said Nonset Path is accepted by and transferred to the Town of Acton. Nonset Path is conveyed to the Corporation as part of the Community Areas, or conveyed to the Grantors, whichever occurs first. Nonset Path is subject to an easement for the benefit of all Members in common with others entitled thereto to use the same for all purposes for which roads and streets are used in the Commonwealth of Massachusetts.

The fee to all roadways not shown on the Plan shall remain in the Grantors until said roadways are accepted by and transferred to the Town of Acton, or are conveyed to the Corporation as part of the Community Areas, or are included in a Master Deed creating a Condominium, whichever occurs first. All such roadways shall be subject

to an easement for the benefit of all Members in common with others entitled thereto to use the same for all purposes for which roads and streets are used in the Commonwealth of Massachusetts.

Prior to acceptance by the Town of Acton, the maintenance, repair and improvement (including snow removal) of roadways, including Nonset Path, shall be performed by the Corporation. The cost of all such maintenance, repair and improvements shall be allocated and charged to all Owners in the Village of Nagog Woods and to owners of properties adjoining the same. Such allocation shall be based upon frontage, area, price, or any other method which the Board, in its sole discretion, decides is reasonable and equitable. In the case of a Condominium, the costs allocated under this Section 3.04 shall be charged to the Association thereof and shall be included as a part of the common expenses assessable by such Association to the Unit Owners in such Condominium.

ARTICLE IV

NAGOG WOODS COMMUNITY CORPORATION

Section 4.01 Organization.

The Corporation. A non-profit Massachusetts Corporation (the "Corporation") has been organized to perform the functions described herein except for those to be performed by others as set forth herein. The Corporation shall be charged with the duties and have the powers prescribed by law and set forth in the Articles, By-Laws and Nagog Woods Restrictions. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Nagog Woods Restrictions.

Section 4.02 Membership.

Each Owner in the Village of Nagog Woods (including the Grantors) shall be and become a Member of the Corporation at such time as he shall become the record owner of a Unit or other real estate, and shall be subject to and have the benefit of the rights, duties, privileges and liabilities of such membership as set forth in the Articles, By-Laws, Nagog Woods Restrictions, and the Master Deed and By-Laws of the Condominium in which the Unit of a Unit Owner is located.

Section 4.03 Voting.

Each Unit (other than Units owned by the Grantors or their nominee) within the Village of Nagog Woods shall be entitled to one vote in the Corporation regardless of the number of Owners having an interest therein, and regardless of the number of such Units owned by such Owners, all as set forth in the By-Laws.

Notwithstanding the foregoing, the Grantors or their nominees, successors or assigns shall be entitled to One Thousand Ninety (1,090) votes in the Corporation until the earlier of the following: (a) 500 Units have been sold in the Village of Nagog Woods or (b) five (5) years from the date of the recording of these Restrictions. Upon the occurrence of the earlier of the foregoing events, the Grantors shall be entitled to one vote in the Corporation for each Unit owned by the Grantors.

Section 4.04 Duties of the Corporation.

Subject to and in accordance with the Nagog Woods Restrictions, the Articles and the By-Laws, the Corporation shall have the following

duties to be performed for the benefit of the Members of the Corporation:

A. Operation of Community Areas. To operate and maintain or provide for the operation and maintenance of all Community Areas and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

B. Payment of Taxes. To Pay all real estate and personal property taxes and assessments levied upon any property owned by the Corporation. Such taxes and assessments may be contested or compromised by the Corporation.

C. Maintenance of Common Elements. To provide for the operation, care, upkeep and maintenance of the Common Elements in the Condominiums, to the extent contracted for by the Associations thereof.

D. Maintenance of Residential Areas. To provide, to the extent contracted for by Owners in such Areas, for the operation, care, upkeep and maintenance of those Residential Areas or portions thereof devoted to Multifamily residential Use.

* E. Public Service. To contract for or provide (to the extent adequate services are not provided by a public authority) such police and fire protection, refuse disposal, and other services, facilities and maintenance of a public or quasi-public nature as may be necessary or desirable for the effectuation or perpetuation of the purposes of the Nagog Woods Restrictions. In connection with the providing of such facilities and services, the Corporation

See pg 25A + 25B

may contract with or delegate its duties to any public authority, governmental body or special district.

F. Insurance. To obtain and maintain in force such insurance as the Board shall deem necessary to protect the Corporation from loss by reason of fire or other casualty and from liability for personal injury and property damage and to obtain and maintain such fidelity and other bonds as the Board shall deem appropriate to protect the Corporation.

G. Other. To carry out the duties of the Corporation set forth in the Nagog Woods Restrictions, the Articles and the By-Laws.

Section 4.05 Powers and Authority of the Corporation.

The Corporation shall have all of the powers of a nonprofit corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws or the Nagog Woods Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Corporation under and by virtue of the Nagog Woods Restrictions, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Corporation, or for the peace, health, comfort, safety or general welfare of its Members; provided, however, except as set forth in paragraph B hereof, no real estate owned by the Corporation shall be sold, leased, mortgaged or otherwise encumbered without the approval in writing or the affirmative vote of seventy-five per cent (75%) of the Members, the written

See Book 13138 Page 411

Nagog Community Developers, Inc.

a corporation duly established under the laws of Massachusetts
and having its usual place of business at Acton

\$1.00 Middlesex County, Massachusetts, for consideration paid,
grants to Nagog Woods Community Corporation, a Massachusetts Corporation
having an usual place of business in said Acton

sk

with quitclaim covenants

the land is Acton, Middlesex County, Massachusetts, shown as Lots 17C-1,
17C-2 and 17C-3 on a plan entitled "Plan of Land in Acton, Mass. Owner:

~~Deputy Commissioner of the Registry of Deeds~~

Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated
March 30, 1976, to be recorded herewith.

Grantee's address: Village of Nagog Woods
Acton, Massachusetts

In witness whereof, the said Nagog Community Developers, Inc.
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by Gerald R. Mueller
its President hereto duly authorized, this seventh
day of February in the year one thousand nine hundred and seventy-seven.
Signed and sealed in presence of

NAGOG COMMUNITY DEVELOPERS, INC.

(by

Gerald R. Mueller

MS.

The Commonwealth of Massachusetts

Suffolk, ss.

February 7, 1977

Then personally appeared the above named Gerald R. Mueller

and acknowledged the foregoing instrument to be the free act and deed of the Nagog Community
Developers, Inc.

before me

Stephen M. Adelson

Notary Public - Massachusetts

My commission expires August 11,

1983

CLERK'S CERTIFICATE

I, Kleber Campbell, do hereby certify that I am the duly qualified Clerk of Nagog Community Developers, Inc., and that at a meeting of the Stockholders duly called and held on February 3, 1977, all shareholders being present, it was unanimously

VOTED: That the Corporation consent to the repeal of the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, as to those certain parcels of land shown as Lots 16C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds.

It was further unanimously

VOTED: That the Corporation, for itself, its successors and assigns, release its right and easement over the private ways within Nagog Woods Condominium III which easement is reserved in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12439, Page 542, as amended, except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds, and also except to the extent the Corporation, or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

It was further unanimously

VOTED: That the Corporation, for itself, its successors and assigns, release its right and easement over the private ways within Nagog Woods Condominium IV which easement is reserved in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog

Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds, and also except to the extent the Corporation, or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

It was further unanimously

VOTED: That the Corporation, pursuant to the powers and authority reserved to it in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, creating a four-phase condominium known as Nagog Woods Condominium IV pursuant to Chapter 183A of the Massachusetts General Laws, exercise its powers and authority reserved to it under Section 17 of said Master Deed and removes from the provisions of said Chapter 183A that certain parcel of land constituting Phase IV of said Condominium. Said Phase IV is shown as a parcel of land containing 141,468 square feet on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan 926 of 1974.

It was further unanimously

VOTED: That the Corporation impose certain Restrictions on land owned by it and shown as Lot 17C and Lot 18 on a plan entitled "Plan of Land in Acton, Mass. Owners: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Said Restrictions shall be for the benefit of Nagog Woods Community Corporation, its successors and assigns.

It was further unanimously

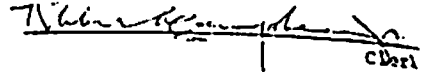
VOTED: That the Corporation convey to Nagog Woods Community Corporation, or its designee, for the sum of One (\$1.00) Dollar Lots 17C-1; 17C-2 and 17C-3, as shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex Registry of Deeds.

It was further unanimously

VOTED: That Gerald R. Mueller, as he is President of the Corporation, be and he hereby is authorized to execute any and all documents, deeds, declaration of restrictions, instruments, releases, and agreements necessary to effectuate the actions heretofore duly authorized by the Corporation at this meeting.

I further certify that Gerald R. Mueller is still the President of the Corporation.

Dated this 27th day of February 1977.


Gerald R. Mueller
CDert

R7.
CLERK'S CERTIFICATE

I, Kleber Campbell, do hereby certify that I am the duly qualified Clerk of Nagog Community Developers, Inc., and that at a meeting of the Board of Directors of said Corporation, duly called and held on February 3, 1977, all Directors being present, it was unanimously

VOTED: That the Corporation consent to the repeal of the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, as to those certain parcels of land shown as Lots 5C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds.

It was further unanimously

VOTED: That the Corporation, for itself, its successors and assigns, release its right and easement over the private ways within Nagog Woods Condominium III which easement is reserved in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12439, Page 542, as amended, except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds, and also except to the extent the Corporation, or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

It was further unanimously

VOTED: That the Corporation, for itself, its successors and assigns, release its right and easement over the private ways within Nagog Woods Condominium IV which easement is reserved in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog

Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds, and also except to the extent the Corporation, or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan No. 926 of 1974.

It was further unanimously

VOTED: That the Corporation, pursuant to the powers and authority reserved to it in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, creating a four-phase condominium known as Nagog Woods Condominium IV pursuant to Chapter 183A of the Massachusetts General Laws, exercise its powers and authority reserved to it under Section 17 of said Master Deed and removes from the provisions of said Chapter 183A that certain parcel of land constituting Phase IV of said Condominium. Said Phase IV is shown as a parcel of land containing 141,469 square feet on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan 926 of 1974.

It was further unanimously

VOTED: That the Corporation impose certain Restrictions on land owned by it and shown as Lot 17C and Lot 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community-Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Said Restrictions shall be for the benefit of Nagog Woods Community Corporation, its successors and assigns.

It was further unanimously

VOTED: That the Corporation convey to Nagog Woods Community Corporation, or its designee, for the sum of One (\$1.00) Dollar Lots 17C-1, 17C-2 and 17C-3, as shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex Registry of Deeds.

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8.
RELEASE OF RESTRICTIONS

WHEREAS, Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, is the owner of Lot 17C, Lot 18 and Lot 5C, located in Acton, Middlesex County, Massachusetts, as shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded herewith at Middlesex South Registry of Deeds;

WHEREAS, said Lots 17C, 18 and 5C are subject to certain restrictions entitled "Nagog Woods Restrictions" which are recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended;

WHEREAS, Nagog Community Developers, Inc. is the successor in interest to Robert G. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust recorded at Middlesex South Registry of Deeds, Book 12143, Page 72, who are referred to in said Restrictions as the "Grantors";

WHEREAS, Nagog Woods Community Corporation, a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, has the benefit of said Restrictions which may not be amended or repealed, in whole or in part, without the written consent of a four-sevenths majority of the Board of Directors of said Corporation and ratified by vote of Members (as that term is defined in said Restrictions) with at least two-thirds of the voting power in said Corporation, all in accordance with Article VII, Section 7.01 of said Restrictions;

NOW, THEREFORE, the parties hereto agree as follows:
That the Nagog Woods Restrictions be and they hereby are repealed

MARGINAL REFERENCE REQUESTED

BOOK 12293 PAGE 1

and shall be of no further force and effect as to Lot 17C, Lot 18 and Lot 5C, as shown on said plan.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc., and the said Nagog Woods Community Corporation have set their corporate seals this 7th day of FEBRUARY 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

BY: Gerald R. Mueller
Gerald R. Mueller, President

NAGOG WOODS COMMUNITY CORPORATION

BY: Thomas E. Peckham
THOMAS E. PECKHAM PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. February 7 1977

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

Stephen M. Adelson
STEPHEN M. ADELSON Notary Public
My Commission Expires: 8/11/83

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK ss. FEBRUARY 7 1977

Then personally appeared the above-named THOMAS E.

PECKHAM AS AFORESAID and acknowledged the foregoing instrument to be the free act and deed of Nagog Woods Community Corporation, before me,

Stephen M. Adelson
Notary Public
My Commission Expires: 3-21-80

CLERK'S CERTIFICATE

I, MARILYN KING do hereby certify that I am the duly qualified Clerk of Nagog Woods Community Corporation, and that at a meeting of the Board of Directors of said Corporation, duly called and held on January 19, 1977, all Directors being present, it was unanimously

VOTED: That the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, be and they hereby are repealed as to those certain parcels of land shown as Lots 5C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Further, the President of the Corporation be and he hereby is authorized to execute any and all documents and/or releases necessary to effectuate the release of said Restrictions.

I further certify that THOMAS E. PECKHAM is the President of the Corporation.

Dated this 7th day of February, 1977.

Marilyn King
MARILYN KING Clerk



CLERK'S CERTIFICATE

I, MARILYN KING do hereby certify that I am the duly qualified Clerk of Nagog Woods Community Corporation, and that at a meeting of the Members of the Corporation duly called and held on February 3, 1977, Members with two-thirds of the voting power being present, it was unanimously

VOTED: That the Nagog Woods Restrictions, as recorded at Middlesex South Registry of Deeds, Book 12293, Page 1, as amended, be and they hereby are repealed as to those certain parcels of land shown as Lots 5C, 17C and 18 on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, which plan is to be recorded in the Middlesex South Registry of Deeds. Further, the President of the Corporation be and he hereby is authorized to execute any and all documents and/or releases necessary to effectuate the release of said Restrictions.

Dated this 7th day of February 1977.

Marilyn King
MARILYN KING, Clerk



RS.

REMOVAL OF LAND FROM PROVISIONS OF
MASSACHUSETTS GENERAL LAWS, CHAPTER 183A

Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, and being the Grantor of a certain Master Deed recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as amended, creating a four-phase condominium known as Nagog Woods Condominium IV pursuant to Chapter 183A of the Massachusetts General Laws, and pursuant to the powers and authority reserved to it under Section 17 of said Master Deed, hereby removes from the provisions of said Chapter 183A that certain parcel of land constituting Phase IV of said Condominium. Said Phase IV is shown as a parcel of land containing 141,468 square feet on a plan entitled "Plan of Condominium IV, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land Surveyor, dated May 8, 1974, recorded at Middlesex South Registry of Deeds, Book 12686, Page 27, as Plan 926 of 1974.

IN WITNESS WHEREOF, the said Nagog Community Developers, Inc. hereby sets its corporate seal in its own right and as attorney in fact for each unit owner in said Nagog Woods Condominium IV on this 7th day of February, 1977.

NAGOG COMMUNITY DEVELOPERS, INC.

By: Gerald R. Mueller
Gerald R. Mueller, President

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

February 7, 1977

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

Stephen M. [Signature]
Notary Public
My Commission Expires: 1/11/83

MARGINAL REFERENCE REQUESTED

BOOK 12686 PAGE 27

OFF BOOK 13138 PAGE 427

R6.

WHEREAS, Nagog Community Developers, Inc., a Massachusetts Corporation having an usual place of business in Acton, Middlesex County, Massachusetts, submitted certain land owned by it to the provisions of Massachusetts General Laws, Chapter 183A, thereby creating a condominium known as Nagog Woods Condominium III, all as set forth in a Master Deed recorded at Middlesex South Registry of Deeds, Book 12439, Page 542, as amended;

WHEREAS, by the terms of said Master Deed, title to certain private ways within said Condominium stands in an unincorporated association of unit owners known as Nagog Woods Association III, all as provided in said Master Deed, subject to the right and easement of Nagog Community Developers, Inc. and its successors and assigns in common with all others entitled thereto to use said private ways;

NOW, THEREFORE, for consideration paid to it by said Association, the receipt whereof is hereby acknowledged, Nagog Community Developers, Inc., for itself, its successors and assigns, hereby releases to said Association all its right, title and interest in said easement over said private ways except to the extent necessary to obtain ingress and egress for all purposes to Lot 5C which lot is shown on a plan entitled "Plan of Land in Acton, Mass. Owner: Nagog Community Developers, Inc." by W.A. Corsano, Jr., Surveyor, dated March 30, 1976, to be recorded herewith, and also except to the extent Nagog Community Developers, Inc., or its successors and assigns, is an owner of any condominium unit(s) within said Condominium. Said Lot 5C is also shown as "Phase IV" containing 141,468 sq. ft. on a plan entitled "Plan of Condominium III, Village of Nagog Woods, Town of Acton, Mass. Middlesex County" by W.A. Corsano, Jr., Registered Land

*except that if said Nagog Community Developers, Inc. shall obtain direct legal access to said Lot 5C from Great Road (Route 2A), it shall then release its easement for ingress and egress for all purposes to said Lot 5C over said private ways, and to this effect Nagog Community Developers, Inc. agrees to use due diligence to obtain such direct legal access.

SHEPHERD & Associates, Inc.

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