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BOOK 12507 p 507 Unit #2

See Book 13592 Page 410  
See Book 13592 Page 408

BOOK 14932 p 571

Complaint N. Adm. Tribunal

MASTER DEED

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 (the Grantors), being the sole owners of the land in Acton, Middlesex County, Massachusetts, described in Paragraph 2 below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (the Property), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and do hereby state that they propose to create, and do hereby create, with respect to the Property, a condominium to be governed by and subject to the provisions of said Chapter 183A. The name of the condominium is Nagog Woods Condominium I (the Condominium).

1. Unit Owners' Organization. An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-laws

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pursuant to said Chapter 183A. The name of the association is Nagog Woods Association I (the Association). The names of the Board of Managers of the Association, and their respective term of office are:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Robert G. Brownell	Stonehedge, Lincoln, Massachusetts	Three y
John P. Lynch	Village of Nagog Woods, Acton, Massachusetts	Three y
Kenneth D. O'Sullivan	Village of Nagog Woods, Acton, Massachusetts	Three y
Gerald R. Mueller	Poor Farm Road, Harvard Massachusetts	Two year
Daniel Needham, Jr.	275 Somerset Street Belmont, Massachusetts	One year

2. Description of Land. A parcel of land in said Act being all of Lot 27, Lot 25A and Lot 26A as shown on a Plan entitled "Plan of Land in Acton, Massachusetts Owner: Community Concept Corp", by R. D. Nelson, Engineer, Concord, Massachusetts, Scale 1 inch equals 80 feet, dated May 4, 1972, as amended May 9, 1972 and recorded with said Deeds in Book 12276, Page 348, (the Plan) said parcel of land being also shown on a plan entitled "Plan of Condominium I, Village of Nagog Woods, Town of Acton, Mass., Middlesex County", prepared by R. D. Nelson, Civil Engineers, Concord,

Mass., Scale 1/16 inch equals 1 foot, dated May 25, 1972 (the Condominium Plan), to be recorded herewith, together with the buildings, improvements and structures thereon, said parcel being more particularly bounded and described as follows:

DESCRIPTION

SOUTHEASTERLY	By the northwesterly line of Nonset Path on three courses measuring, respectively, five hundred ninety and 58/100 (590.58) feet, two hundred forty-three and 19/100 (243.19) feet and twenty-four (24.00) feet;
SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY	By a curved line at the intersection of Nonset Path and Great Road consisting of two courses measuring, respectively, one hundred eighty and 61/100 (180.61) feet and one hundred twenty and 49/100 (120.49) feet;
WESTERLY	By said Great Road two hundred seventy-six and 22/100 (276.22) feet;
NORTHERLY	By Lot 2A as shown on the Plan two hundred sixty-eight and 89/100 (268.89) feet;
NORTHWESTERLY	By said Lot 2A two hundred eighteen and 82/100 (218.82) feet;
WESTERLY	By said Lot 2A and Lot 1A, as shown on the Plan five hundred forty-nine and 70/100 (549.70) feet;
NORTHEASTERLY	By a portion of Lot 25 and a portion of Lot 26 as shown on the Plan five hundred twenty-five and 28/100 (525.28) feet;

Containing 370,510 square feet of land more or less and being a portion of the premises described in two deeds from Community Concepts Corporation to the Grantors, one dated January 14, 1972 and

recorded in Middlesex South District Registry of Deeds in Book 121 at Page 731, and the other dated August 15, 1972 and recorded in s Deeds in Book 12276 Page 348, and being the premises known as The Village of Nagog Woods and described in the Nagog Woods Restrictic dated September 6, 1972 and recorded with said Deeds on September 1972 immediately prior to the recording of this Master Deed.

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

The premises are conveyed subject to the right to use a portion of Lot 27 shown as "Utility Ease't" on the Plan for the installation and maintenance of surface water drainage facilities as described in a deed recorded with said Deeds in Book 12276 ✓  
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The premises are subject to a covenant between Community Concepts Corporation and the Town of Acton dated February 16, 1971 and recorded with said Deeds in Book 11958, Page 230 ✓ insofar as said covenant remains in force and applicable. The premises are subject to a covenant between Community Concepts Corporation and the Town of Acton dated February 16, 1971 and recorded with said Deeds in Book 11977, Page 254 ✓ insofar as said covenant is in force and applicable.

The premises are subject to and have the benefit of the right and easement in common with others entitled thereto to the

agreements and restrictions set forth in a written agreement by and among Arthur P. Charbonneau et al and A. Wallace Everst et al, dated July 30, 1970 and recorded with said Deeds in Book 11894, Page 614.

The premises have the benefit of the right and easement to use in common with others entitled thereto the sewerage collector conduits and Sewerage Treatment Plant as now located and installed in and on Nonset Path, Lots 25, 26 and 27 shown on the Plan entitled "Definitive Subdivision Plan, Minuteman Industrial Park, Plan of Land in Acton, Massachusetts" dated September 8, 1970, revised December 9, 1970, drawn by R. D. Nelson, Engineer, recorded with Middlesex South District Registry of Deeds in Book 11958, Page 230,<sup>✓</sup> in and on the land on the Northeastly side of Great Road in said Acton shown on a plan entitled "Plan of Land in Acton, Massachusetts owned by Florence Wiener and Marvin Weinstein" dated February 16, 1971, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 12138, Page 58<sup>✓</sup> and in and on the private way shown as "Negog Park" and Lots 8 and 9 shown on a plan entitled "Town Line Industrial and Business Park, Definitive Subdivision Plan of Land in Acton, Massachusetts" dated July 1, 1970, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 11977, Page 254,<sup>✓</sup> including the right to discharge effluent into said sewerage conduits and Sewerage Treatment Plant subject to the obligation of the Condominium and/or Unit Owners in common with others using the same to pay the amounts charged for operating and maintaining said sewerage system.

The premises are subject to the right and easement of the Grantors and their successors and assigns to construct, use and maintain thereon and therein sewerage collector conduits as now located and installed and to the right of the grantors and their successors and assigns to enter upon the premises and perform all acts necessary for the maintenance and replacement of said sewerage conduits.

The premises are further subject to the right and easement of the Grantors and their successors and assigns to install and maintain utility lines, pipes and conduits, including but not limited to water, electricity and telephone, as now located and installed therein and thereon to service buildings and Units in the Condominium and buildings and condominium units constructed or to be constructed on other land now owned by the Grantors or said Community Concepts Corporation northeasterly of Great Road in said Acton, together with the right to maintain and replace the same and to enter upon the premises for such purposes.

The premises are committed to the provisions of said Chapter 183A subject to the reservation in the Grantors and their successors and assigns for the benefit of the remaining land of the Grantors in the Village of Nagog Woods of a right of access across Lot 27 to the pond located southwesterly of Buildings 1 and 2 and northeasterly of Great Road (Route 2A) for recreational purposes and for improving and maintaining the same together with the right that said pond remain in its present state and the right to use same for recreational and other purposes in accordance with, and subject to, the Nagog Woods Restrictions, and the rules and regulations promulgated pursuant thereto.

The Association, its agents, nominees and members, and all Unit Owners, shall be subject to and bound by the Nagog Woods Restrictions.

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

4. Description of Buildings. The Condominium consists of forty-six Units in seven buildings, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designation</u>
1	7	34-40
2	6	41-46
3	6	1-6
4	8	7-14
5	5	15-19
6	6	20-25
7	8	26-33

All of said buildings have two and one-half stories, with poured concrete foundations and wood frame bearing wall construction. In addition, Buildings 4, 5 and 7 (except Unit 33) have basements. Buildings 1, 2, 3, 4 and 7 have mahogany trim and wood clapboard finish. Buildings 5 and 6 are partially mahogany trim and wood clapboard finish and partially brick veneer finish.

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

5. Description of Units and Their Boundaries. The designation of each Unit, a statement of its location, type, approximate area, number of rooms, number of floors, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities (the Common Elements), are set forth in Schedule A attached hereto and made a part hereof. The layout of each Unit and the location of the rooms therein are as shown on the floor plans to be recorded herewith. Included within each Unit in Buildings 1, 2, 3, 4 and 7 only are projecting window frames, portions of shingles which project beyond the exterior surface of the facing, portions of the roof extending beyond the boundaries of the Unit, outside electrical fixtures, gutters and drainage downspouts, if any, and other decorative or functional projections as to which each such Unit shall have the right and easement of encroachment over the Common Elements. Included within each Unit in Buildings 5 and 6 are the windows, doors and the inside portions of the window and door frames located beyond the boundaries of the Unit, as to which each such Unit shall have the right and easement of encroachment over the Common Elements.

There is appurtenant to each Unit:

- (a) The exclusive right and easement in each Unit containing a garage to use the driveway leading to such garage.
- (b) The exclusive right to use such parking space or parking spaces as may be designated in writing by the Board of Managers.

- (c) The exclusive right and easement to use the bulkhead and exterior stairway, if any, adjacent to the basement of a Unit with a basement.
- (d) The exclusive right and easement to maintain and use the chimney, if any, affixed to the roof of the Unit.
- (e) The exclusive right and easement to use the stoop adjacent to the front door of the Unit and any walks leading thereto, and the finished terraces, and/or wooden decks, if any, adjacent to the Unit.
- (f) The exclusive right and easement to maintain, use, repair and replace the air conditioning condenser serving the Unit, together with the concrete pad providing support therefor.

Building 1.

Each of the Units in Building 1, being numbered 34 through 40, has two floors containing the rooms specified in Schedule A and contains attic storage space. Each Unit has a fireplace and chimney and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. There is an interior stairway between the first floor and the second floor in each Unit in Building 1. Each floor of each Unit in Building 1 is bounded and described as follows:

- (a) First Floor: Vertically by the plane of the lower surface of the joists between the crawl space and the first floor and by the plane of the lower surface of the joists between the

first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the concrete foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) Second Floor: Vertically by the lower surface of the joists between the first floor and the second floor and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Space above Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as such plane may be extended to intersect the said upper vertical boundary of the Unit.

Building 2.

Units 41 through 46 in Building 2 each has two floors containing the rooms specified in Schedule A and contains attic storage space. Each Unit has a fireplace and chimney and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. In Units 41 through 44 the deck is at the second floor level; in Units 45 and 46 the deck is at the first floor level. There is an interior stairway between

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the first floor and the second floor in each Unit in Building 2. Each floor of each Unit in Building 2 is bounded and described as follows:

(a) First Floor: Vertically by the plane of the lower surface of the joists between the crawl space and the first floor and by the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the concrete foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) Second Floor: Vertically by the lower surface of the joists between the first floor and the second floor and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Space above Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as such plane may be extended to intersect the said upper vertical boundary of the Unit.

Building 3. -

Each of the Units in Building 3, being numbered 1 through 6, has two floors containing the rooms specified in Schedule A and contains attic storage space. Each Unit has a fireplace and chimney and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. There is an interior stairway between the first floor and the second floor in each Unit in Building 3. Each floor of each Unit in Building 3 is bounded and described as follows:

(a) First Floor: Vertically by the upper surface of the concrete slab and the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the concrete foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) Second Floor: Vertically by the lower surface of the joists between the first floor and the second floor and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Space Above Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by

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the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as such plane may be extended to intersect the said upper vertical boundary of the Unit.

Building 4.

Units 8 through 13 in Building 4 each has two floors containing the rooms specified in Schedule A, contains attic storage space, and has a basement containing a garage and storage space directly beneath the first floor. Each of the aforesaid Units has a fireplace and chimney, and is adjacent to a wooden deck access to which is provided by at least two sliding glass doors in the living room. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit.

The basement, floors and space above the second floor in Units 8 through 13 in Building 4 are bounded and described as follows:

(a) Basement: Vertically by the upper surface of the concrete floor and by the plane of the lower surface of the ceiling joists; horizontally by the plane of the lower surface of the ceiling joists; horizontally by the plane of the exterior surface of the exterior walls or foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) First Floor: Vertically by the plane of the lower surface of the joists between the basement and the first floor and

by the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Second Floor: Vertically by the plane of the lower surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(d) Space Above Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as it may be extended to intersect the said upper vertical boundary of the Unit.

Units 7 and 14 in Building 4 are substantially similar to Units 8 through 13 except that neither Unit has a garage but each contains an open basement access to which is through a bulkhead and exterior stairway. The basements, floors and space above the second floor in Units 7 and 14 are bounded and described as follows:

(a) Basement: Vertically by the upper surface of the concrete floor and by the plane of the lower surface of the ceiling

joists; horizontally by the plane of the exterior surface of the exterior wall or foundation and by the center line of any party wall separating the Unit from an adjacent Unit.

(b) First Floor: Vertically by the plane of the lower surface of the joists between the basement and the first floor and by the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Second Floor: Vertically by the plane of the lower surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(d) Space Above Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as it may be extended to intersect the said upper vertical boundary of the Unit.

Building 5.

Each of the Units in Building 5, being numbered 15 through 19, has an open basement access to which is through sliding glass

doors, two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Units 15 and 17 each has a fireplace and chimney and Units 15, 17 and 19 each has a wooden deck adjacent to the living room, access to which is provided by sliding glass doors. Units 16 and 18 each has a terrace adjacent to the living room, access to which is provided by sliding glass doors. Units 16 and 18 each has three sliding glass doors, Unit 19 has six such doors, and Units 15 and 17 each has seven such doors. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit in Building 5. There is appurtenant to Units 15 and 17 the exclusive right and easement to repair, maintain and use sewer and drainage pipes and heating, ventilation and air conditioning ducts presently situated respectively within Units 16 and 18 and serving said Units 15 and 17. The basement, floors and space above the second floor in each Unit are bounded and described as follows:

(a) Basement: Vertically by the upper surface of the concrete floor and by the plane of the lower surface of the ceiling joists; horizontally as to walls, by the plane of the interior surfaces of the concrete exterior and interior walls and by the plane of the interior surface of the wall studs in the case of non-concrete walls.

(b) First Floor: Vertically by the plane of the upper surface of the joists between the basement and the first floor and by the plane of the lower surface of the joists between the first and second floors; horizontally, by the plane of the interior surface of

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the wall studs of the exterior walls of the Unit and of the walls separating the Unit from an adjacent Unit.

(c) Second Floor: Vertically by the plane of the upper surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally, by the plane of the interior surface of the wall studs of the exterior walls of the Unit and of the walls separating the Unit from an adjacent Unit.

(d) Space Above the Second Floor: Vertically by the plane of the upper surface of the joists between the second floor and the space above the second floor and by the plane of the lower surface of the roof rafters; horizontally as to walls, by the plane of the interior surface of the wall studs of the exterior walls of the Unit and of the walls separating the Unit from the adjacent Unit; as to those portions of the space above the second floor where the roof intersects the joists separating the second floor from said space, the horizontal boundary thereof is the plane of the lower surface of the roof rafters.

Building 6.

Each of the Units in Building 6, being numbered 20 through 25, has two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. There is adjacent to each Unit a terrace, access to which is provided by sliding glass doors in the living room. Units 20, 22 and 24 each has a fireplace and chimney. In Building 6 none of the Units has a basement, the first floor of each Unit being the concrete slab. There is an interior stairway between the first floor and the second

floor of each such Unit.

Each floor and the space above the second floor in each Unit in Building 6 is bounded and described as follows:

(a) First Floor: Vertically by the upper surface of the concrete slab and the plane of the lower surface of the joists between the first floor and the second floor; horizontally, by the plane of the interior surface of the wall studs of the exterior walls of the Unit and of the walls separating the Unit from the adjacent Unit.

(b) Second Floor: Vertically by the plane of the upper surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the interior surface of the wall studs of the exterior walls of the Unit and of the walls separating the Unit from the adjacent Unit.

(c) Space Above the Second Floor: Vertically by the plane of the upper surface of the joists between the second floor and the space above the second floor and by the plane of the lower surface of the roof rafters; horizontally as to walls by the plane of the interior surface of the wall studs of the exterior walls of the Unit and of the walls separating the Unit from the adjacent Unit; as to those portions of the space above the second floor where the roof intersects the joists separating the second floor from said space, the horizontal boundary thereof is the plane of the lower surface of the roof rafters.

Building 7.

Units 26 through 32 in Building 7 each has two floors and the rooms specified in Schedule A, an open basement access to which

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provided by a bulkhead and exterior stairway, and attic storage space. Units 26, 27, 28 and 29 each has a fireplace and a chimney. Each of Units 26 through 32 is adjacent to at least one wooden dock, access to each of which is provided by at least two sliding glass doors. There is an interior stairway between the first floor and the basement and between the first floor and the second floor in each Unit. The basement and floors of Units 26 through 32 in Building 7 are bounded and described as follows:

(a) Basement: Vertically by the upper surface of the concrete floor and by the plane of the lower surface of the ceiling joists; horizontally by the plane of the exterior surface of the exterior walls or foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) First Floor: Vertically by the plane of the lower surface of the joists between the basement and the first floor and by the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(c) Second Floor: Vertically by the plane of the lower surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

(d) Space Above the Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the

space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as such plane may be extended to intersect the said upper vertical boundary of the Unit.

Unit 33 in Building 7 has two floors containing the rooms specified in Schedule A, contains attic storage space, has a fireplace and a chimney and has crawl space directly beneath the first floor but no basement. There is a wooden deck adjacent to the second floor of said Unit, access to which is provided by sliding glass doors. In addition, there is an asphalt walk and patio adjacent to the first floor of said Unit, access to which is provided by two sliding doors. Said Unit is bounded and described as follows:

(a) First Floor: Vertically by the plane of the lower surface of the joists between the crawl space and the first floor and by the plane of the lower surface of the joists between the first floor and the second floor; horizontally by the plane of the exterior surface of the facing of the concrete foundation and by the center line of any party wall separating it from an adjacent Unit.

(b) Second Floor: Vertically by the plane of the lower surface of the joists between the first and second floors and by the plane of the lower surface of the joists between the second floor and the space above the second floor; horizontally by the plane of the exterior surface of the facing of the exterior walls and by the center line of any party wall separating it from an adjacent Unit.

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(c) Space Above the Second Floor: Vertically by the plane of the lower surface of the joists between the second floor and the space above the second floor and by a plane parallel to the lower boundary of said space at the elevation of the exterior surface of the uppermost ridgepole of the Unit; horizontally by the plane of the exterior surface of the facing of the exterior walls as it may be extended to intersect the said upper vertical boundary of the Unit, and by the plane of the center line of the party wall separating the Unit from an adjacent Unit as such plane may be extended to intersect the said upper vertical boundary of the Unit.

6. Description of the Common Elements.

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

The Common Elements of the Condominium consist of the entire Property, including all parts of the buildings and improvements thereon other than the Units and will include, without limitation, the following:

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

(b) Those portions of Buildings 5 and 6 not included within the boundaries of the Units contained therein, (except the windows, doors and certain portions of window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs, and gutters,

drainage downspouts and other elements attached to said Buildings but not included within the Units.

(c) All conduits, ducts, plumbing, air conditioning condensers, wiring, flues and other facilities for the furnishing of power, light, air, gas, and all sewer and drainage pipes owned by the Grantors located without the Units or located within the Units and serving parts of the Condominium other than the Unit within which such facilities are contained; as to sewerage and utility conduits, lines, pipes and wires situated on the premises but not owned by the Grantors the right and easement to use the same shall be included as a part of the Common Elements.

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

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

The Common Elements shall be subject to the provisions of the By-Laws of the Association, the Nagog Woods Restrictions, to the rules and regulations promulgated pursuant to the foregoing documents with respect to the use thereof, to assignment of certain Common Elements to particular Unit Owners and to payments which may be required therefor.

7. Floor Plans: Simultaneously with the recording hereof there will be recorded a set of the floor plans of the buildings, showing the layout, location, Unit numbers, and dimensions of Units, stating the designation of each building, and bearing the verified statement of a registered professional engineer or registered land

surveyor, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built.

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

- (a) No use may be made of any Unit except as a residence for the Owner thereof or his lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office whether or not accessory to such residential use unless such use shall have been authorized in writing by the Board of Managers of the Association or the Board of Directors of the Corporation, as the case may be; provided that the Grantors may, until all of said Units have been sold by said Grantors, use any Units owned by the Grantors as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units.
- (b) The architectural and structural integrity of the Buildings, and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior

hardware, exterior door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

- (c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association, the Articles and By-Laws of the Corporation, the Nagog Woods Restrictions, and any and all rules and regulations promulgated pursuant to the foregoing documents.

Said restrictions shall be for the benefit of the owners of all of the Units, the Association, and the Corporation, and shall be enforceable by the Board of Managers or Board of Directors of the Corporation, as the case may be, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

9. Amendment of Master Deed. This Master Deed may be amended by the vote of at least 66 2/3% in number and in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by 66 2/3% in number and in common interest of all Unit Owners.

10. Determination of Percentages in Common Elements.

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

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

12. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Lines and other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units, to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Condominium and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof and to maintain repair or replace the Common Elements contained therein or elsewhere in the Buildings.

13. Use of Common Elements in Common with Others.

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

14. Acquisition of Units by Board of Managers. In the

event (a) any Unit Owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (c) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

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15. Units Subject to Mastor Deed, Unit Deed, By-Laws, Nagog Woods Restrictions, and Rules and Regulations. All of the above-described Units shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association, the Nagog Woods Restrictions, and the rules and regulations, as they may be adopted from time to time. The acceptance of a deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association, the Nagog Woods Restrictions, and the rules and regulations, as they may be adopted from time to time, are accepted and ratified by such owner, and that all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any tenant, visitor, servant or occupant of such Unit.

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

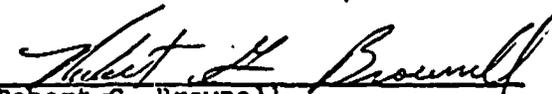
17. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

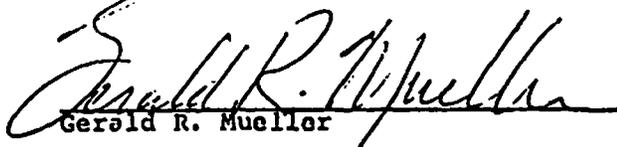
18. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

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

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

IN WITNESS WHEREOF, said Robert G. Brownell and Gerald R. Mueller have hereunto set their hands and seals this 18th day of September, 1972.

  
Robert G. Brownell

  
Gerald R. Mueller

As Trustees of Nagog Woods  
Trust and not individually

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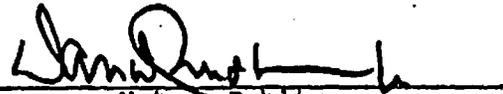
BK 12293 PG055

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 18, 1972.

Then personally appeared the above-named Robert G. Brownell and Gerald R. Mueller and acknowledged the foregoing instrument to be their free act and deed, before me,

  
Notary Public

My Commission Expires: November 4, 1977

SCHEDULE A OF MASTER DEED  
NAGOG WOODS  
CONDOMINIUM I

<u>Unit No.</u>	<u>Unit Type (1)</u>	<u>Statement of Location</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of floors</u>	<u>No. of rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u>
44	131 R	Building 2	1,760	2	5	Adjacent Land	2.219
45	125 L	Building 2	1,494	2	4	"	2.017
46	132 R	Building 2	1,665	2	5	"	2.190

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BK 12293 PG059

SCHEDULE A OF MASTER DEED  
NAGOG WOODS  
CONDOMINIUM I

<u>Unit No.</u>	<u>Unit Type (1)</u>	<u>Statement of Location</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of floors</u>	<u>No. of rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u>
34	131 L	Building 1	1,757	2	5	Adjacent Land	2.219
35	124 R	Building 1	1,457	2	4	"	2.017
36	124 L	Building 1	1,473	2	4	"	2.017
37	131 R	Building 1	1,753	2	5	"	2.219
38	131 L	Building 1	1,732	2	5	"	2.219
39	131 R	Building 1	1,731	2	5	"	2.219
40	131 R	Building 1	1,744	2	5	"	2.219
41	124 L	Building 2	1,404	2	4	"	2.017
42	124 R	Building 2	1,468	2	4	"	2.017
43	131 L	Building 2	1,734	2	5	"	2.219

SCHEDULE A OF MASTER DEED  
NAGOG WOODS  
CONDOMINIUM I

<u>Unit No.</u>	<u>Unit Type (1)</u>	<u>Statement of Location</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of floors</u>	<u>No. of rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u>
12	136 R	Building 4	1,521	2	6	Adjacent Land	2.334
13	136 L	Building 4	1,505	2	6	"	2.334
14	132 R	Building 4	1,609	2	5	"	2.334
15	232 L	Building 5	1,469	2	5	"	2.361
16	223 L	Building 5	999	2	4	"	1.916
17	232 L	Building 5	1,469	2	5	"	2.361
18	223 L	Building 5	999	2	4	"	1.916
19	231 L	Building 5	1,490	2	6	"	2.420
20	232 L	Building 6	1,458	2	5	"	2.219
21	223 L	Building 6	981	2	4	"	1.772
22	232 L	Building 6	1,458	2	4	"	2.219



SCHEDULE A OF MASTER DEED  
NAGOG WOODS  
CONDOMINIUM I

<u>Unit No.</u>	<u>Unit Type (1)</u>	<u>Statement of Location</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of floors</u>	<u>No. of rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u>
1	131 R	Building 3	1,578	2	5	Adjacent Land (4)	2.219
2	131 L	Building 3	1,584	2	5	"	2.219
3	131 R	Building 3	1,576	2	5	"	2.219
4	124 L	Building 3	1,304	2	4	"	2.017
5	124 R	Building 3	1,296	2	4	"	2.017
6	131 L	Building 3	1,604	2	5	"	2.219
7	125 L	Building 4	1,358	2	4	"	2.161
8	136 R	Building 4	1,513	2	6	"	2.334
9	136 L	Building 4	1,539	2	6	"	2.334
10	136 R	Building 4	1,524	2	6	"	2.334
11	136 L	Building 4	1,519	2	6	"	2.334

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FOOTNOTES

## (1) Unit Type Code:

- 131 Living room with dining area, kitchen and lavatory on upper floor; 3 bedrooms, 2 baths and laundry area on lower floor.
- 132 Living room with dining area, kitchen and lavatory on lower floor; 3 bedrooms and 2 baths on upper floor.
- 133 Living room with dining area, kitchen and lavatory on lower floor; 3 bedrooms, bath and shower on upper floor.
- 124 Living room with dining area, kitchen and lavatory on upper floor; 2 bedrooms and bath on lower floor.
- 125 Living room with dining area, kitchen and lavatory on lower floor; 2 bedrooms, including a master bedroom with an interior balcony and a bath on upper floor.
- 136 Garage and laundry room on lower floor; living room with dining area, kitchen and lavatory on middle floor; 3 bedrooms and 2 baths on upper floor.
- 231 Living room with dining area, kitchen, den and lavatory on lower floor; 3 bedrooms and 2 baths on upper floor.
- 232 Living room with dining area, kitchen and lavatory on lower floor; 3 bedrooms and 2 baths on upper floor.
- 223 Living room with dining area, kitchen and lavatory on lower floor; 2 bedrooms and bath on upper floor.

R = Front entrance on right when facing Unit.

L = Front entrance on left when facing Unit.

- (2) The words "approximate area in square feet" does not include attics or basements.
- (3) Number of rooms does not include baths, lavatories, closets or balconies.

FOOTNOTES (Continued)

- (4) The words "Adjacent Land" shall include streets, driveways, walkways, yards and parking areas adjacent to each Unit. In addition to the land immediately adjacent thereto, as defined above, all Units have access to front stoops and any finished terraces and/or wooden platforms adjacent thereto. Units 7 and 14 in Building 4 and Units 26 through 32 in Building 7 also have bulkheads providing access to basements.
- (5) Unit 30 contains the administrative offices of the Grantors and includes one lavatory on the upper floor and a kitchenette in the basement. The kitchen is presently being used as an office and the downstairs lavatory has temporarily been converted into a copy room. The party wall separating Units 30 and 31 has been opened on both the upper and lower floors to permit access between the Units. Unit 31 is being used temporarily for reception and sales purposes. The plumbing and wiring in Unit 31 have been stubbed for future conversion to normal residential use. The party walls separating Units 31 and 30 and Units 31 and 32 have been opened to permit access between those Units. The portion of the second floor over the living-dining area has been removed and the kitchen has not yet been installed. Unit 32 is a sales closing office with all plumbing removed, except for one lavatory and a kitchenette. The party wall separating Units 32 and 31 has been opened to permit access between the Units. The Grantors reserve the right to perform the construction work necessary to make said Units conform to the floor plans filed herewith.