

BK 12433 PG 542  
MAY 24 7 13 PM 258 350-16 672

767

MASTER DEED

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

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

599  
SEE PLAN IN RECORD BOOK 12433 PAGE 542  
600  
SEE PLAN IN RECORD BOOK 12433 PAGE 543

943  
SEE PLAN IN RECORD BOOK 12491 PAGE 142

12481 P 363 ✓  
12481 P 347 ✓

12506 P 617 NL

12508 P 506 NL

12508 P 623 NL

12508 P 634 NL

12508 P 643 NL

BOOK 12542 P 042 ✓

13016 P 394 ✓

BOOK 13138 P 423 ✓

BOOK 13499 P 610 ✓

<u>Name</u>	<u>Address</u>	<u>Term</u>
Gerald R. Mueller	Poor Farm Road Harvard, Massachusetts	Three years
Steven F. Doyle	600 Stearns Hill Road Waltham, Massachusetts	Three years
Whitton E. Norris, Jr.	15 Beverly Road Bedford, Massachusetts	Three years
Warren J. Reardon	112 Robbins Road Wintertown, Massachusetts	Two years
Daniel Needham, Jr.	275 Somerset Street Belmont, Massachusetts	One year

2. Description of Land. A parcel of land northeasterly of Great Road and on the southeasterly side of a private way known as Nonsset Path in Acton, Middlesex County, Massachusetts, being a portion of Lot 5, Lots 6 through 12, and a portion of Lot 13, as shown on a plan entitled "Definitive Subdivision Plan, Minuteman Business and Industrial Park, Plan of Land in Acton, Massachusetts", dated September 8, 1970, revised December 9, 1970, drawn by R. D. Nelson, Engineer, recorded with Middlesex South Registry of Deeds in Book 11958, Page 230, said parcel being also shown as Lot 12A on a plan entitled "Plan of Land in Acton, Massachusetts, Owner: Trustees of Nagog Woods Trust", drawn by W. A. Corsano, Jr., Surveyor, dated August 15, 1972, recorded with said Deeds in Book 12331, Page 640, said parcel being also shown on Sheets 1, 2 and 3 of a three-sheet plan entitled "Plan of Condominium III, Village of Nagog Woods, Town of Acton, Mass., Middlesex County", prepared by W. A. Corsano, Jr., Registered Land

BK12439 PG544

Surveyor, scale 1" equals 20', dated April 30, 1973 (the Condominium Plan) to be recorded herewith, together with the buildings, improvements and structures thereon, and more particularly bounded and described as follows:

- NORTHWESTERLY by the southeasterly sideline of Nonset Path, one thousand seventy-four and 83/100 (1,074.83) feet;
- NORTHEASTERLY by land of Nagog Community Developers, Inc., a Massachusetts corporation, three hundred twenty-two and 17/100 (322.17) feet;
- NORTHWESTERLY by land of said corporation, fifty and 00/100 (50.00) feet;
- NORTHEASTERLY by land of said corporation, forty and 00/100 (40.00) feet;
- SOUTHEASTERLY by land of said corporation, one hundred seventy-nine and 84/100 (179.84) feet;
- NORTHEASTERLY by land of said corporation, fifty-seven and 51/100 (57.51) feet;
- SOUTHEASTERLY by land of said corporation, seven hundred forty-three and 40/100 (743.40) feet;
- SOUTHERLY by land of said corporation and by land of George and Rose E. Cowld, three hundred eighty and 02/100 (380.02) feet;
- SOUTHEASTERLY by land of Alfred A. and Georgiana Heaudoin, one hundred twenty-four and 18/100 (124.18) feet;
- SOUTHWESTERLY by the northeasterly sideline of Great Road, three hundred twenty-one and 90/100 (321.90) feet;
- SOUTHWESTERLY, WESTERLY and NORTHWESTERLY by the curved line at the intersection of Great Road

and Nonset Path, one hundred twenty and  
09/100 (120.09) feet;

Containing 503,170 square feet of land more or less and being a portion of the premises conveyed to the Grantor by Robert C. Brownell and Gerald R. Mueller, Trustees under a Declaration of Trust dated January 14, 1972, recorded with said Deeds in Book 12143, Page 728, by a deed recorded with said Deeds in Book 12346, Page 377.

The premises are subject to a mortgage to New England Merchants National Bank (the Mortgagee), which term shall include any holder thereof, in the principal amount of \$4,743,000, dated November 16, 1972, and recorded in said Deeds at Book 12331, Page 640.

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

The premises are subject to 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 agree-

BK 12439 PG 546

ment by and among Arthur P. Charbonneau, et al, and A. Wallace Everst, et al, dated July 30, 1970, and recorded with said Deeds in Book 11894, Page 614.

The premises have the benefit of the right and easement to use in common with others entitled thereto the sewage collector conduits and sewage treatment plant as now located and installed in and on Nonset Path, Lots 25, 26 and 27 shown on said Plan entitled "Definitive Subdivision Plan, Minuteman Industrial Park, Plan of Land in Acton, Massachusetts", in and on the land on the Northeasterly side of Great Road in said Acton shown on a plan entitled "Plan of Land in Acton, Massachusetts owned by Florence Wiener and Marvin Weinstein", dated February 16, 1971, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 12138, Page 58, and in and on the private way shown as "Nagog Park" and Lots 8 and 9 shown on a plan entitled "Town Line Industrial and Business Park, Definitive Subdivision Plan of Land in Acton, Massachusetts", dated July 1, 1970, drawn by R. D. Nelson, Engineer, recorded with said Deeds in Book 11977, Page 254, including the right to discharge effluent into said sewage conduits and sewage 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 Grantor and its successors and assigns to use and maintain thereon and therein sewage collector conduits as now located and installed and to the right of the Grantor and its successors and assigns to enter upon the premises and perform all acts necessary for the maintenance and replacement of said sewage conduits.

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

The premises are further subject to an agreement entitled "Agreement with Water Supply District of Acton to Pay Demand Charge", dated October 12, 1972, and recorded with said Deeds in Book 12345, Page 670, insofar as said agreement remains in force and is applicable.

BK12439 PG548

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

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

4. Description of Buildings. Until the amendment of the Master Deed, as hereinafter provided, to create Phase II of the Condominium, the Units of the Condominium shall be only those included within the buildings of Phase I as shown on Sheet 1 of the Condominium Plan. Phase I of the Condominium consists of forty-two Units in five buildings, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designations</u>
14	9	80-88
15	9	89-97
16	8	99-106
17	7	107-113
18	9	114-122

All of said buildings have two and one-half stories, with poured concrete foundations and wood frame bearing wall construction. In addition, Buildings 15, 16 and 18 have basements. Buildings 16 and 17 have mahogany trim and wood clapboard finish. Buildings 14, 15 and 18 are partially mahogany trim and wood clapboard finish and partially brick veneer finish.

Phase II of the Condominium will consist of forty-seven Units in five buildings, as shown on Sheet 2 of the Condominium Plan, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designations</u>
19	10	123-132
20	10	133-142
21	7	143-149
22	10	150-159
24	10	170-179

Phase III of the Condominium will consist of thirty-two Units in four buildings, as shown on Sheet 3 of the Condominium Plan, said buildings and Units being designated as follows:

<u>Building Number</u>	<u>Number of Units</u>	<u>Unit Designations</u>
23	10	160-169
25	8	180-187
26	7	188-194
27	7	195-201



9  
BK12439 PG550

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

There is appurtenant to each Unit:

- (a) The exclusive right and easement in each Unit containing a garage to use the driveway leading to such garage;
- (b) The exclusive right to use such parking

space or parking spaces as may be designated in writing by the Board of Managers;

(c) The exclusive right and easement to use the bulkhead and exterior stairway, if any, adjacent to the basement of a Unit with a basement;

(d) The exclusive right and easement to maintain and use the chimney, if any, affixed to the roof of the Unit;

(e) The exclusive right and easement to use the stoop adjacent to the front door of the Unit and any walks leading thereto, and the patio and/or wooden deck or decks, if any, adjacent to the Unit;

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

Building 14

Each of the Units in Building 14, being numbered 80 through 88, has two floors containing the rooms specified in Schedule A and an open attic, access to which is provided by a drop stairway. Each of the Units has a fireplace and chimney and each of the Units has a brick patio adjacent to the living/dining room, access to which is provided by sliding glass doors. Units 80 and 84 each has two such doors. Units 81, 82, 83, 85,

BK 12439 P6552

86, 87 and 88 each has four such doors. There is an interior stairway between the first floor and the second floor in each Unit in Building 14.

Building 15

Each of the Units in Building 15, being numbered 89 through 97, has an open basement, access to which is provided by a bulkhead and exterior stairway, two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Each of the Units has a fireplace and chimney. Units 89, 92, 93, 95 and 96 each has a brick patio; Units 90-91, 94 and 97 each has a wooden deck adjacent to the living/dining room, access to which is provided by sliding glass doors. Units 89 and 93 each has two such doors. Units 90, 91, 92, and 94 through 97 each has four 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 15.

Building 16

Each of the Units in Building 16, being numbered 99 through 106, has two floors containing the rooms specified in Schedule A. Units 100 through 105 each has a basement containing a garage and storage space directly beneath the first floor, and each is adjacent to a brick patio, access to which is provided by at least two sliding glass doors in the living room. Units 99 and 106 each has an open basement, access to which is through a bulkhead and exterior stairway, and is adjacent to

12

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.

Building 17

Each of the Units in Building 17, being numbered 107 through 113, has two floors containing the rooms specified in Schedule A. Each Unit has a fireplace and chimney and is adjacent to a wooden deck, access to which is provided by two sliding glass doors in the living room. Each Unit also has a crushed stone patio adjacent to the bedroom on the first floor, access to which is provided by two sliding glass doors. There is an interior stairway between the first floor and the second floor in each Unit in Building 17.

Building 18

Each of the Units in Building 18, being numbered 114 through 122, has an open basement, access to which is provided by a bulkhead and exterior stairway, two floors containing the rooms specified in Schedule A, and an open attic, access to which is provided by a drop stairway. Units 115 through 122 each has a fireplace and chimney. Units 114, 117 and 118 each has a brick patio and Units 115, 116 and 119 through 122 each has a wooden deck adjacent to the living/dining room, access to which is provided by sliding glass doors. Units 114 and 118 each has two such doors; Units 115, 116, 117 and 119 through 122 each has four such doors. There is an interior

BK12439 PG554

stairway between the first floor and basement and between the first floor and the second floor in each Unit in Building 18.

A complete description of the Units in Buildings 19 through 27 will be included in the amendments creating Phases II and III of the Condominium.

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

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

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

Until the amendments to the Master Deed creating Phase II and Phase III respectively, the Common Elements of

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

BK12439 P6556

ance with the provisions of Section 17 hereof. Each Unit Owner by acceptance of the deed to his Unit shall thereby irrevocably appoint the Grantor and its successors in title to the land shown as Phase II and/or Phase III as his attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to remove said land from the provisions of said Chapter 183A in accordance with the requirements of Section 19 thereof, and to re-vest title thereto in the Grantor, and does further agree for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purpose. The Common Elements will include, without limitation, the following:

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

(b) Those portions of the buildings not included within the boundaries of the Units contained therein (except the windows, doors and certain portions of window and door frames) including the foundations, columns, girders, beams,

supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs and gutters, drainage downspouts and other elements attached to said Buildings but not included within the Units.

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

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

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

The Common Elements shall be subject to the provisions of the By-Laws of the Association, the Nagog Woods Restrictions, to the rules and regulations promulgated pursuant to the foregoing documents with respect to the use thereof, to assignment



of certain Common Elements to particular Unit Owners and to payments which may be required therefor.

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

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

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

as rental offices, as models for display, and for similar purposes related to the sale or leasing of Units.

(b) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire; and

(c) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Association, the Articles and By-Laws of the Corporation, the Nagog Woods 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,

19  
BK12439 PG560

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

9. Amendment of Master Deed. This Master Deed may be amended by the vote of at least 66 2/3% in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by 66 2/3% in common interest of all Unit Owners, provided, however, that without the consent of any Unit Owner (a) the Grantor, or its successors in title to the land shown as Phase II on Sheet 2 of the Condominium Plan, may at any time prior to December 1, 1974 amend this Master Deed so as to create said Phase II, and (b) if said Phase II is so created, the Grantor or its successors in title to the land shown as Phase III on Sheet 3 of said Plan, may at any time prior to April 1, 1975, amend this Master Deed so as to create said Phase III. Any such amendment shall contain with respect to Phases II or

III referred to therein all the particulars required by said Chapter 183A and from and after the recording of such amendment or amendments, the Condominium shall include the Units and Common Elements included in said Phase II or said Phases II and III, and provided further, that the Grantor or its successors in title to said Phases II and III shall have the right, prior to the execution and recording of the amendment creating each such phase, to change the number, size, layout, location and percentage interest in the Common Elements of Units in Phase II and Phase III, provided that no such change shall be substantial nor shall any such change alter the percentage interests in the Common Elements set forth in this Master Deed or in any amendment hereto with respect to Units in a phase or phases which have already been submitted to the provisions of said Chapter 183A. No amendment to this Master Deed shall be effective until it is recorded in the Middlesex South Registry of Deeds.

10. Determination of Percentages in Common Elements.

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

11. Encroachments.

Each Unit is conveyed subject to and with the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any

portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the building or as a result of the settling or shifting of the building to the extent of said encroachment.

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

13. Use of Common Elements in Common with Others. Except as to those Common Elements for which exclusive rights and easements in favor of certain Units are created by this Master Deed, each Unit Owner shall have the right to use the

Common Elements including the roads, paths and walks on which his Unit abuts and including the principal driveway from Homet Path, in common with all others entitled thereto as provided in the By-Laws of the Association, the Hagoy Woods Restrictions and the rules and regulations adopted thereunder.

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

BK12439 PG564

Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

15. Units Subject to Master Deed, Unit Deed, By-Laws, Hagog 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 Hagog 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 Hagog 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. Removal from Provisions of Chapter 183A. In the event that prior to the creation of both Phases II and III or Phase III by amendment of the Master Deed, as provided in paragraph 9 hereof, the Mortgagee shall foreclose its said mortgage in the original principal amount of \$4,743,000, or accept a deed in lieu of foreclosure, then forthwith upon the recording of the affidavit of sale delivered in connection with a foreclosure by sale or the said deed or upon recording of a certificate of entry, whichever occurs first, the land shown as said Phases II and III or Phase III, if Phase II has already been created, shall be and be deemed to be removed from the provisions of said Chapter 183A and the interest, if any, of any Unit Owner in Phase I or Phases I and II, as the case may be, shall forthwith with respect to the land included in Phase II and/or Phase III terminate and the entire fee interest in said land so removed shall revert in the Grantor and/or the Mortgagee or its successors or assigns of record, as their interests may appear. By acceptance of a Unit Deed, each Unit Owner shall thereby irrevocably appoint the Grantor and its successors in title to the land shown as Phase II and/or Phase III as his attorney to execute any and all instruments necessary or appropriate to remove said land from the provisions of Chapter 183A in accordance with the requirements of Section 19 thereof, and to revert title thereto in the Grantor or the Mortgagee, as their interests may appear, and does further agree for himself and his successors in title to execute, acknowledge and deliver any and all instruments necessary or appropriate to effect said purposes.



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

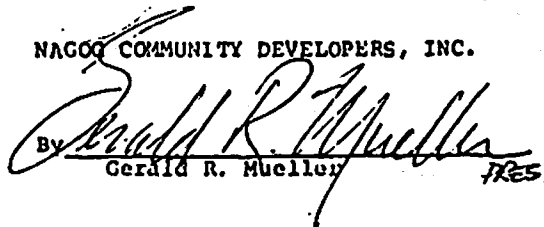
19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

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

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

IN WITNESS WHEREOF, the Grantor has caused this Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 16<sup>th</sup> day of May, 1973.

NAGOG COMMUNITY DEVELOPERS, INC.

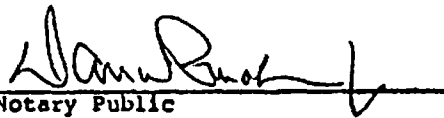
By   
Gerald R. Mueller PRES.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 16, 1973

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

  
Notary Public

My commission expires:

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

SCHEDULE A OF MASTER DEED  
 NAGOG WOODS  
 CONDOMINIUM III  
 PHASE I

BK 12433 PG 568

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements		
							Phase I Only	Phase I and II	Phase II & III
80	Building 14	223 R	1,146	2	4	Adjacent Land (4)	1.802	.8531	.6284
81	Building 14	232 R	1,495	2	5	"	2.364	1.1197	.8248
82	Building 14	232 L	1,510	2	5	"	2.364	1.1197	.8248
83	Building 14	232 R	1,510	2	5	"	2.420	1.1464	.8445
84	Building 14	223 R	1,098	2	4	"	1.802	.8531	.6284
85	Building 14	232 R	1,496	2	5	"	2.364	1.1197	.8248
86	Building 14	232 R	1,502	2	5	"	2.364	1.1197	.8248
87	Building 14	231 R	1,510	2	6	"	2.372	1.1330	.8346

BK 12439 P6569

-27-

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements		
							Phase I Only	Phase I and II	Phase I II & II
88	Building 14	232 R	1,490	2	5	Adjacent Land (4)	2.364	1.1197	.8248
89	Building 15	223 L	1,137	2	4	"	1.971	.9331	.6874
90	Building 15	231 L	1,501	2	6	"	2.617	1.2397	.9132
91	Building 15	231 R	1,497	2	6	"	2.617	1.2397	.9132
92	Building 15	232 L	1,505	2	5	"	2.646	1.2530	.9230
93	Building 15	223 L	1,088	2	4	"	1.971	.9331	.6874
94	Building 15	231 L	1,495	2	6	"	2.617	1.2397	.9132
95	Building 15	231 L	1,490	2	6	"	2.617	1.2397	.9132
96	Building 15	232 L	1,498	2	5	"	2.589	1.2263	.9034
97	Building 15	232 L	1,491	2	5	"	2.589	1.2263	.9034

BK12439 P6570

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements		
							Phase I Only	Phase I and II	Phase I II & II
99	Building 16	132 R	1,621	2	5	Adjacent Land (4)	2.533	1.1997	.8837
100	Building 16	136 R	1,531	2	5	"	2.477	1.1730	.8641
101	Building 16	136 R	1,531	2	5	"	2.477	1.1730	.8641
102	Building 16	136 R	1,518	2	5	"	2.477	1.1730	.8641
103	Building 16	136 L	1,527	2	5	"	2.477	1.1730	.8641
104	Building 16	136 L	1,521	2	5	"	2.477	1.1730	.8641
105	Building 16	136 L	1,530	2	5	"	2.477	1.1730	.8641
106	Building 16	132 L	1,597	2	5	"	2.533	1.1997	.8837
107	Building 17	131 L	1,588	2	5	"	2.308	1.0930	.8052
108	Building 17	124 L	1,333	2	4	"	2.111	.9997	.7364

103

29

30

BK 12439 P6571

SCHEDULE A OF MASTER DEED  
KAGOG WOODS  
CONDOMINIUM II

-62-

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage interest in Common Elements		
							Phase I Only	Phase I & II	Phase I II & III
109	Building 17	124 L	1,334	2	4	Adjacent Land (4)	2.111	.9997	.7364
110	Building 17	131 L	1,603	2	5	"	2.308	1.0930	.8052
111	Building 17	124 R	1,332	2	4	"	2.111	.9997	.7364
112	Building 17	124 R	1,332	2	4	"	2.111	.9997	.7364
113	Building 17	131 R	1,598	2	5	"	2.308	1.0930	.8052
114	Building 18	223 L	1,134	2	4	"	1.971	.9331	.6874
115	Building 18	232 L	1,498	2	5	"	2.589	1.2263	.9034
116	Building 18	231 R	1,506	2	6	"	2,618	1.2397	.9132

BK12439 PG572

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements		
							Phase I only	Phase I & II	Phase I, II & III
117	Building 18	231 L		2	6	Adjacent Land (4)	2.674	1.2663	.9328
118	Building 18	223 L	1,087	2	4	"	1.971	.9331	.6874
119	Building 18	232 L	1,501	2	5	"	2.589	1.2263	.9034
120	Building 18	231 L	1,497	2	6	"	2.618	1.2397	.9132
121	Building 18	231 L	1,498	2	6	"	2.618	1.2397	.9132
122	Building 18	232 L	1,498	2	5	"	2.589	1.2263	.9054
<u>PHASE II</u>									
123	Building 19	223 L	Not Applicable	2	4	"		.8531	.6283
124	Building 19	232 L	"	2	5	"		1.1197	.8248
125	Building 19	231 R	"	2	6	"		1.1330	.8346
126	Building 19	231 L	"	2	6	"		1.1597	.8543

32

BK 12439 PG 573

-11-

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements	
							Phase I & II	Phase I, II & III
127	Building 19	232 L	Not Applicable	2	5	Adjacent Land (4)	1.1197	.8248
128	Building 19	223 L	"	2	4	"	.8531	.6284
129	Building 19	232 L	"	2	5	"	1.1197	.8248
130	Building 19	231 R	"	2	6	"	1.1330	.8346
131	Building 19	231 L	"	2	6	"	1.1330	.8346
132	Building 19	232 L	"	2	5	"	1.1197	.8248
133	Building 20	223 L	"	2	4	"	.8531	.6284
134	Building 20	232 L	"	2	5	"	1.1197	.8248
135	Building 20	231 R	"	2	6	"	1.1330	.8346
136	Building 20	231 L	"	2	6	"	1.1597	.8543



BK 12439 PG 574

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements	
							Phases I & II	Phases I, II & III
137	Building 20	232 L	Not Applicable	2	5	Adjacent Land (4)	1.1197	.8248
138	Building 20	223 L	"	2	4	"	.8531	.6284
139	Building 20	232 L	"	2	5	"	1.1197	.8248
140	Building 20	231 R	"	2	6	"	1.1330	.8346
141	Building 20	231 L	"	2	6	"	1.1330	.8346
142	Building 20	232 L	"	2	5	"	1.1197	.8248
143	Building 21	223 L	"	2	4	"	.8531	.6284
144	Building 21	232 L	"	2	5	"	1.1197	.8248
145	Building 21	231 R	"	2	6	"	1.1330	.8346
146	Building 21	231 L	"	2	6	"	1.1597	.8543

-32-

BK 12439 PG 575

-11-

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements	
							PHASES I & II	PHASES I, II & III
147	Building 21	232 L	Not Applicable	2	5	Adjacent Land (4)	1.1197	.8248
148	Building 21	231 L	"	2	6	"	1.1330	.6346
149	Building 21	232 L	"	2	5	"	1.1197	.8248
150	Building 22	223 L	"	2	4	"	.9331	.6874
151	Building 22	232 L	"	2	5	"	1.2263	.9034
152	Building 22	231 R	"	2	6	"	1.2397	.9132
153	Building 22	231 L	"	2	6	"	1.2663	.9328
154	Building 22	232 L	"	2	5	"	1.2263	.9034
155	Building 22	223 L	"	2	4	"	.9331	.6874
156	Building 22	232 L	"	2	5	"	1.2263	.9034

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements	
							Phases I & II	Phases I, II & III
157	Building 22	231 R	Not Applicable	2	6	Adjacent Land (4)	1.2397	.9132
158	Building 22	231 L	"	2	6	"	1.2397	.9132
159	Building 22	232 L	"	2	5	"	1.2263	.9034
160	Building 24	223 L	"	2	4	"	.9331	.6874
161	Building 24	232 L	"	2	5	"	1.2263	.9034
162	Building 24	231 R	"	2	6	"	1.2397	.9132
163	Building 24	231 L	"	2	6	"	1.2663	.9328
164	Building 24	232 L	"	2	5	"	1.2263	.9034
165	Building 24	223 L	"	2	4	"	.9331	.6874
166	Building 24	232 L	"	2	5	"	1.2263	.9034

BK12439 PG576

BK 12439 PG 577

Unit No.	Statement of Location	Unit Type (1)	Approx. area in sq. ft. (2)	No. of Floors	No. of Rooms (3)	Common Areas for Access	Percentage Interest in Common Elements	
							Phases I & II	Phases I, II & III
167	Building 24	231-R	Not Applicable	2	6	Adjacent Land (4)	1.2397	.9132
168	Building 24	231-L	"	2	6	"	1.2397	.9132
169	Building 24	232-L	"	2	5	"	1.2263	.9034
<u>PHASE III</u>							<u>Phases I, II and III</u>	
170	Building 23	223-L	Not Applicable	2	4	"	.6874	
171	Building 23	232-L	"	2	5	"	.9034	
172	Building 23	231-R	"	2	6	"	.9132	
173	Building 23	231-L	"	2	6	"	.9328	
174	Building 23	232-L	"	2	5	"	.9034	
175	Building 23	223-L	"	2	4	"	.6874	
176	Building 23	232-L	"	2	5	"	.9034	

BK 12439 PG 578

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type (1)</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of Floors</u>	<u>No. of Rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u>
							<u>Phases I, II &amp; III</u>
177	Building 23	231 R	Not Applicable	2	6	Adjacent Land (4)	.9132
178	Building 23	231 L	"	2	6	"	.9132
179	Building 23	232 L	"	2	5	"	.9034
180	Building 25	132 R	"	2	5	"	.8837
-36- 181	Building 25	136 R	"	2	5	"	.8641
182	Building 25	136 R	"	2	5	"	.8641
183	Building 25	136 R	"	2	5	"	.8641
184	Building 25	136 L	"	2	5	"	.8641
185	Building 25	136 L	"	2	5	"	.8641
186	Building 25	136 L	"	2	5	"	.8641

37

BK 12438 PG 579

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type (1)</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of Floors</u>	<u>No. of Rooms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u> <u>Phases I, II &amp; III</u>
187	Building 25	132 L	Not Applicable	2	5	Adjacent Land (4)	.6837
188	Building 26	131 L	"	2	5	"	.8052
189	Building 26	124 L	"	2	4	"	.7364
190	Building 26	124 L	"	2	4	"	.7364
191	Building 24	131 L	"	2	5	"	.8052
192	Building 26	124 R	"	2	4	"	.7364
193	Building 26	124 R	"	2	4	"	.7364
194	Building 26	131 R	"	2	5	"	.8052
195	Building 27	131 L	"	2	5	"	.8052
196	Building 27	124 L	"	2	4	"	.7364

BK12439 PG580

<u>Unit No.</u>	<u>Statement of Location</u>	<u>Unit Type (1)</u>	<u>Approx. area in sq. ft. (2)</u>	<u>No. of Floors</u>	<u>No. of Roms (3)</u>	<u>Common Areas for Access</u>	<u>Percentage Interest in Common Elements</u> <u>Phases I, II &amp; III</u>
197	Building 27	124 L	Not Applicable	2	4	Adjacent Land (4)	.7364
198	Building 27	131 L	"	2	5	"	.8052
199	Building 27	124 R	"	2	4	"	.7364
200	Building 27	124 R	"	2	4	"	.7364
201	Building 27	131 R	"	2	5	"	.8052

BY-LAWS  
OF  
NAGOG WOODS ASSOCIATION III  
ARTICLE I  
PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The property located in Acton, Massachusetts (hereinafter called the "Property") is more particularly described in the Master Deed dated May 16, 1973 and recorded herewith and has been submitted to the provisions of Chapter 183A of Massachusetts General Laws by Nagog Community Developers, Inc., a Massachusetts corporation with its principal place of business in Acton, Middlesex County ("Grantor"). The Condominium thereby created shall be known as Nagog Woods Condominium III (the "Condominium").

Section 2. Purpose of Association. The Association is an association comprised of the Unit Owners of the Condominium and used by them to manage and regulate the Condominium. Each Unit Owner, as defined in said Chapter 183A, shall have the same percentage interest in the Association as his respective interest in the common areas and facilities ("Common Elements") as provided in the Master Deed. In addition to his interest in the Association, each Unit Owner shall be a member of the Nagog Woods Community Corporation ("The Corporation") and shall be subject to the provisions of the Nagog Woods Restrictions, a set of restrictions intended 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. In the event of a conflict between the provisions of these By-Laws and the Nagog Woods Restrictions, the Nagog Woods Restrictions shall control.

Section 3. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall mean the land, the buildings and all other improvements thereon (including the units [Units] and Common Elements), and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws. The provisions of these By-Laws shall automatically become applicable to property



which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of the said Chapter 183A.

Section 4. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the rules and regulations, all covenants, agreements, restrictions, easements and declarations of record ("title conditions"), and the Nagog Woods Restrictions. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5. Office. The office of the Condominium and of the Board of Managers shall be located at the Village of Nagog Woods or such other location in said Acton as may be selected and Mortgagees have been given written notice.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. Number and Term. The number of Managers which shall constitute the whole Board shall be 5. Until succeeded by the Managers elected by the Unit Owners, Managers need not be Unit Owners. Upon the expiration of the terms of all of the first Board of Managers, all Managers thereafter elected shall be Unit Owners. Except as provided in Section 4 of this Article with respect to the first Board of Managers, Managers shall be elected for 3-year terms on a staggered basis. In any event, however, each Manager shall hold office until such time as his successor has been elected.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners, or which, by the Nagog Woods Restrictions are reserved to the Corporation. Such powers and duties of the Board of Managers shall include, but shall not be limited to the following:

(a) Provision for the operation, care, upkeep and maintenance of the Common Elements by the Corporation.

(b) Determination of the common expenses required for the affairs of the Condominium, as set forth in Section 1 of Article VI hereof.

(c) Collection of the common charges from the Unit Owners, including, but not limited to, the common expenses set forth in subparagraph (b) above.

(d) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(e) Leasing, and otherwise dealing with such community facilities as may be provided for in the Master Deed as being Common Elements.

(f) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.

(g) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 6 hereof.

(h) Making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws and the Nagog Woods Restrictions.

(i) Enforcement of obligations of the Unit Owners.

(j) Purchase or lease of a Unit for use by a resident manager.

(k) Adoption of rules and regulations relating to the use, upkeep or preservation of the Property.

Section 3. Management. Responsibility for the management of the Condominium, including all of the powers granted to the Board of Managers by these By-Laws other than those set forth in subdivisions (e), (f), (i) and (j) of section 2 of this Article II, is vested in the Corporation or its nominee, pursuant to the Nagog Woods Restrictions. The Board of Managers shall enter into a formal management agreement with the Corporation setting forth in detail the duties and services to be performed in this respect by the Corporation.

Section 4. First Board of Managers. The first Board of Managers shall be designated by the Grantor and shall consist of five (5) Members of whom three (3) shall serve until the Third Annual Meeting of Unit Owners held pursuant to Article II, Section 1 of the By-Laws, one (1) shall serve until the Second Annual Meeting held as aforesaid, and one (1) shall serve until the First such Annual Meeting. At each such Annual Meeting one or more Members of said Board ("Members"), as the case may be, shall be elected by the Unit Owners to fill the vacancies so created.

Section 5. Removal. Except for the first Board of Managers, a Member may be removed for cause, and his or her successor elected, by an affirmative vote of a majority of the Unit Owners.

857  
Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining Members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the Members present at such meeting may constitute less than a quorum, and each person so elected shall be a Member for the balance of the term of the Member he is replacing. Except for the Members of the first Board of Managers, no Member shall continue to serve on the Board, if during his term of office, he shall cease to be a Unit Owner.

Section 7. Organization Meeting. The first meeting of the Board of Managers following the first Annual Meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected Members in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Members. Notice of regular meetings of the Board of Managers shall be given to each Member, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each Member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) Members.

Section 10. Waiver of Notice. Any Member may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice.

Section 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the Members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Members present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 12. Fidelity Bonds. Unless otherwise voted by the Unit Owners, the Board of Managers shall attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium

handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

Section 13. Compensation. No Member shall receive any compensation from the Association for acting as such.

Section 14. Liability of the Board of Managers. The Members shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith. It is intended that the Members shall have no personal liability with respect to any contract made by them on behalf of the Condominium. The original Board of Managers is specifically authorized to contract for goods or services with the Grantor, or employees or affiliates of the Grantor whether or not such persons are then Members of the Board of Managers and no such contracting shall be deemed to involve a conflict of interest. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Manager on behalf of the Condominium shall provide that the Members, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 15. Action by Consent. Any action by the Board of Managers may be taken without a meeting if a written consent thereto is signed by all the Members of the Board of Managers and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

### ARTICLE III

#### UNIT OWNERS

Section 1. Annual Meeting. Within thirty (30) days after title to 80% of the Units has been conveyed, or one (1) year following the date of conveyance of the first Unit whichever is sooner, the Board of Managers shall call the First Annual Meeting of Unit Owners. Thereafter, Annual Meetings shall be held on the first Tuesday in March of each year. At such meetings Members of the Board of Managers shall be elected by ballot of the Unit Owners, in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

429  
Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by at least one-third in number of the Unit Owners and delivered to the Clerk.

Section 4. Notice of Meetings. It shall be the duty of the Clerk to mail or deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing or delivery of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at any meeting of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit either in person or by proxy. Each Unit Owner (including the Grantor, if the Grantor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners, which vote shall be weighted in the same proportion as the respective interest in the Common Elements of such Unit Owner as set forth in the Master Deed. The votes attributable to each Unit must be voted as an entirety and if owners of a Unit shall be unable to agree on the vote to be cast on any issue their right to vote on that issue shall be deemed to have been waived. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to a vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes.

Section 7. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners

present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 6 of this Article III. The vote of the majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except when in the Master Deed or these By-laws, or by law, a higher percentage vote is required.

Section 8. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 9. Action Without Meeting. Any action to be taken by Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

#### ARTICLE IV

##### OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice-President, the Clerk and the Treasurer. The President and Vice-President shall be elected by and from the Board of Managers; the other officers shall be elected by but need not be Members of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, and Assistant Clerk, and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at its Organization Meeting and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Managers at a regular or special meeting thereof called for that purpose, any officer may be removed, either with or without cause, and his successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint

Some other Member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon by the Board of Managers or by the President.

Section 6. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; shall have charge of such books and papers as the Board of Managers may direct; and shall in general, perform, all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

Section 7. Treasurer. The Treasurer shall have the responsibility for condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by such officer or officers of the Condominium or by such other person or persons as may be authorized by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE V

### NOTICES

Section 1. Definition. Whenever under the provisions of the Master Deed or of these By-Laws, notice is required to be given to the Board of Managers, any manager or Unit owner, it shall not be construed to mean personal notice; but such notice may be given in writing, either by delivery or by mailing, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit owner, as the case may be, at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing or of delivery to such person's said address.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Master Deed, of law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VI

## OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers or the Corporation shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 6 of this Article VI. The common expenses shall also include the amount charged to the Association by the Corporation for the operation, care, upkeep and maintenance of the Community Areas serving the Condominium and the amount charged by Nagog Treatment Corporation for providing sewerage disposal and treatment service to the Condominium. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses of any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Managers or the Corporation shall advise all Unit Owners promptly in writing of the amount of the Common Charges payable by each of them, respectively, as determined by the Board of Managers or the Corporation, as aforesaid and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees. The Grantor will be required to pay Common Charges in full on any Unit owned by it.

Section 2. Payment of Common Charges. All Unit Owners shall pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI monthly in advance or at such other time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him including conveyance to the Board of Managers (made in accordance with the provisions of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. Subject to the provisions of Section 5 of this Article VI, a purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges assessed prior to the foreclosure sale.



shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the Board of Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage.

(B) All policies of casualty or physical damage insurance shall insofar as practicable provide (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insureds, (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Board of Managers and may not be exercisable if in conflict with the terms of the Master Deed or these By-Laws, (c) for waiver of subrogation as to any claims against the Association, the Board of Managers, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests, (d) for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners.

(C) The Board of Managers hereunder designated as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 7 of this Article VI. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board of Managers in a fair and equitable manner.

(D) The Board of Managers shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Managers and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees liability with respect to any manager, agent or employee of the Association, but excluding any independent agent or manager, and (c) such other risks as the Board of Managers in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Board of Managers shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

(E) The cost of all such insurance obtained and maintained by the Board of Managers pursuant to provisions of this Section 6 shall be a common expense.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insured as a result of any insurance carried by Unit Owners or of insolvency arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit insuring their furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 7. Repair or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of a Building or Buildings containing a Unit or Units as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair, replacement, or restoration of the Building(s) and/or the Unit or Units damaged (but not including furniture, furnishings or other personal property supplied to or installed by Unit Owners), and the Board of Managers shall disburse the proceeds of all insurance policies to the persons engaged in such repair and restoration in appropriate progress payments. Any cost of such repair, restoration, or replacement in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess to all the Unit Owners as common charges such deficit and the premium for any bond which may be required in connection with said repair, replacement or restoration.

If there shall have been a repair, replacement, or restoration pursuant to the first paragraph of this Section 7, and the amount of insurance proceeds shall have exceeded the cost of such repair, replacement, or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Managers, divided among all the Unit Owners in proportion to their respective common interests.

In the event of any casualty loss to the Condominium, the Board of Managers shall determine in their reasonable discretion whether or not such loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does exceed ten per cent (10%) of such value, and

1. If seventy-five (75%) per cent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with

repair, replacement, or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

2. If seventy-five (75%) per cent of the Unit Owners agree to proceed with the necessary repair, replacement, or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) per cent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of his Unit by the Board of Managers at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

#### Section 8. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to Common Elements located within a Unit and exclusively serving such Unit, including, but not limited to, electrical, plumbing, heating and air conditioning fixtures, shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein; provided that all repair, replacement, painting or decoration of the exterior of any Unit, including but not limited to doors, windows, trim, clapboards, brickwork, terraces and decks shall be done by the Corporation and included as a common expense of the Condominium.

(b) Except as hereinbefore provided, all maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, and the painting and decorating of the exterior of the Units whether the same be a part of the Unit or Common Elements, shall be done by the Corporation and shall be included as a common expense of the Condominium, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

(c) Notwithstanding the foregoing, all cleaning of decks, patios and common hallways exclusively serving one or more Units shall be performed by, and at the expense of, the owner(s) of the Unit or Units served thereby.

#### Section 9. Restrictions on Use of Units.

(a) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with their peaceful enjoyment of the Property.

(b) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(c) No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein for a consideration.

Section 10. Architectural Review.

(a) No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Grantor, shall be made or done without the prior written approval of the Board of Directors ("the Board") of the Corporation.

(b) Any Unit Owner or Owners, except the Grantor and its designated agents, proposing to make any improvements which, under the preceding paragraph, require the prior written approval of the Board shall apply for approval by delivering 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 in effect at the time the application for approval was submitted;
- (2) The proposed improvement is reasonably compatible with the standards 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 shall be recorded with Middlesex South Registry of Deeds, provided, however, that any such application for approval which has not been acted upon within ~~30~~ 60 days from the date of delivery thereof to the Board shall be deemed approved and a Certificate to that effect signed by any member of the Board or by the President or Secretary of the Corporation and duly recorded shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Board as a permanent record.

(c) Upon receipt of approval from the Board or upon the elapse of sixty (60) days without action as provided in paragraph (b) of this Section, the Unit Owner shall, as soon as practicable, commence and diligently proceed with the construction, re-finishing, alterations and excavations so approved.

(f) In the event that the construction, reconstruction, re-furnishing, 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 remedy and authority of the Board and of the Corporation shall be as set forth in the Noyes Woods Restrictions.

#### Section 11. Improvements.

(a) If fifty per cent or more but less than seventy-five per cent of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

(b) Seventy-five per cent or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten per cent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Middlesex County Superior Court, on such notice to the Board of Managers as the court shall direct, for an order directing the purchase of his Unit by the Board of Managers at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

(c) All improvements undertaken pursuant to this Section 11 shall be subject to the prior written approval of the Board as provided in Section 10 of those By-Laws.

Section 12. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Manager and/or any other person authorized by the Board of Managers or the Manager for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 12, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

Section 13. Rules of Conduct. The use of the Units and the Common Areas shall be subject to rules and regulations from time to time adopted by the Board of Managers and to rules and regulations from time to time adopted by the Corporation copies of which shall be furnished to each Unit Owner prior to their effective date.

Section 14. Water Charges. Water shall be supplied to all of the Units and the Common Elements through one or more building meters and the Board of Managers shall pay, as a common expense, all charges for water consumed on the Property, including the Units. In the event of a proposed sale of a Unit by the owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 15. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall pay for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board of Managers shall pay for electricity consumed by the Common Elements, as a common expense.

Section 16. Sewage Disposal. A sewage treatment plant owned and operated by Nagoy Treatment Corporation, a Massachusetts corporation having its principal place of business in Acton, Massachusetts, shall take care of all sewage disposal on the Property. The charge for such sewage disposal shall be borne by the Association as a common expense and charged to Unit Owners as a Common Charge.

ARTICLE VII

MORTGAGES

Section 1. Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges. The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

## ARTICLE VIII

### SALES, LEASES AND MORTGAGES OF UNITS

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests. For the purpose of this Section 1 "Appurtenant Interests" shall be deemed to include (i) such Unit Owner's undivided interest in the Common Elements; (ii) the exclusive right of such Unit Owner to use and/or maintain the Common Elements enumerated in his Unit Deed as being exclusive to his Unit; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its nominee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium or Association; (v) membership in the Corporation. Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the Appurtenant Interests whether or not such interests are specifically included therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 2. Purchase of Unit by Board of Managers. The Association, or its nominee, may purchase by and through the Board of Managers any Unit directly from the Unit Owner or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of 85% of the Unit Owners.

Section 3. Financing of Purchase of Units by Board of Managers. Payment for Units acquired by the Board of Managers, on behalf of all Unit Owners, may be made from the working capital and/or other

funds in the hands of the Board of Managers; if such funds are insufficient, the Board of Managers may levy an assessment as a Common Charge against the Unit Owners which assessment shall be enforceable in the same manner as provided in Sections 3 and 4 of Article VI; and the Board of Managers, in its discretion, may borrow money to finance, in part or in whole, acquisition of any such Unit, provided, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 4. Waiver of Right of Partition with Respect to such Units Acquired by the Board of Managers. In the event that a Unit shall be acquired by the Board of Managers, or its nominee, all Unit Owners shall be deemed to have waived all rights of partition with respect to such unit.

## ARTICLE IX

### CONDEMNATION

Section 1. Condemnation. If more than ten (10%) per cent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss" and the provisions of Section 17 of said Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Managers shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Managers shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Managers may make such provisions for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Managers. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Managers to be distributed



to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

## ARTICLE X

### RECORDS

Section 1. Records and Audits. The Board of Managers or the Managing agent shall keep detailed records of the actions of the Board of Managers and the Manager, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium. Unless waived by vote of the Unit Owners, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, the Articles and By-Laws of the Corporation, the Nagog Woods Restrictions, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

## ARTICLE XI

### MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. 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 these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws 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 thereof which may occur.

Section 5. Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by a Unit Owner without prior written consent of the Board.

ARTICLE XII

AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of  $66\frac{2}{3}\%$  (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

ARTICLE XIII

CONFLICTS

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these By-Laws conflict with the provisions of said statute, the Master Deed, the Articles and By-Laws of the Corporation, or the Hagoy Woods Restrictions, as any of the same may be amended from time to time, the provisions of said statute, the Master Deed, the Articles and By-Laws, or the Restrictions, as the case may be, shall control.

40

BK 12471 PG 449

rev 7.7.5

JUL -5-73 PM 12 55 ZIORE \*\*\*7.75

NAGOG WOODS CONDOMINIUM III  
AMENDMENT NUMBER 1 TO MASTER DEED

The undersigned, being at least 66 2/3% in common interest of the Unit Owners in Phase I of Nagog Woods Condominium III, a three-phase condominium created by a Master Deed dated May 16, 1973 and recorded with Middlesex South Registry of Deeds in Book 12439, Page 542, acting pursuant to Massachusetts General Laws, Chapter 183A and to the provisions of said Master Deed, do hereby amend and approve the amendment of said Master Deed as follows:

Section 5, entitled "Description of Units and Their Boundaries", is amended by adding the following clauses after subsection (f) of said Section 5:

"There is appurtenant to Unit 83 the exclusive right and easement to use for residential purposes the area bounded as follows:

NORTHEASTERLY by the southwesterly walls of Units 81 and 82, as shown on the Condominium Plan, twenty-six and 20/100 (26.20) feet;

SOUTHEASTERLY by the northwesterly wall of Unit 83, as shown on said Plan, thirty-six and 60/100 (36.60) feet;

SOUTHWESTERLY by a straight line extending from the northwesterly corner of Unit 83 to the southwesterly corner of Unit 80, as shown on said Plan; and

NORTHWESTERLY by the southeasterly wall of Unit 80, as shown on said Plan, twenty and 55/100 (20.55) feet.

There is appurtenant to Unit 92 the exclusive right and easement to use for residential purposes the area bounded as follows:

BK 12471 PG 450

- NORTHEASTERLY by the southwesterly wall of Unit 92, thirty-six and 50/100 (36.50) feet;
- SOUTHEASTERLY by the northwesterly walls of Units 91 and 90, as shown on said Plan, twenty-six and 20/100 (26.20) feet;
- SOUTHWESTERLY by the northeasterly wall of Unit 89, as shown on said Plan, twenty and 54/100 (20.54) feet; and
- NORTHWESTERLY by a straight line extending from the northeasterly corner of Unit 89 to the northwesterly corner of Unit 92, as shown on said Plan.

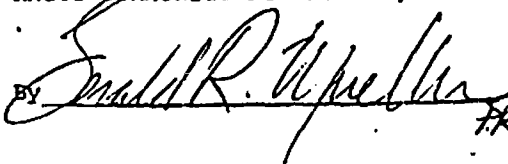
There is appurtenant to Unit 117 the exclusive right and easement to use for residential purposes the area bounded as follows:

- NORTHEASTERLY by the southwesterly wall of Unit 114, as shown on said Plan, twenty and 55/100 (20.55) feet;
- SOUTHEASTERLY by a straight line extending from the southwesterly corner of Unit 114 to the southeasterly corner of Unit 117, as shown on said Plan;
- SOUTHWESTERLY by the northeasterly wall of Unit 117, as shown on said Plan, thirty-six and 57/100 (36.57) feet; and
- NORTHWESTERLY by the southeasterly walls of Units 115 and 116, as shown on said Plan, twenty-six and 20/100 (26.20) feet."

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

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument of amendment this 19th day of June, 1973.

NAGOG COMMUNITY DEVELOPERS, INC.

BY  FRBS.

BK 12471 PG 451

Barry A. Bendel

Gerald R. Mueller

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

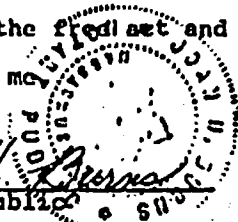
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 19, 1973

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

James A. Bernieris  
Notary Public



My commission expires NOVEMBER 22, 1974