

**QUAIL RUN  
CONDOMINIUM  
TRUST**

**MASTER DEED**



shall consist of buildings and amenities to be described by later amendments to the Master Deed. The Condominium will not contain more than ninety-four (94) Units. The Declarant reserves the right to develop Phases 2 through 6.

The plan of land entitled "Condominium Plan of Land in Woburn, MA for Quail Run" dated Jan. 1987, Landmark Engineering & Surveying, Inc., Lynn, MA to be recorded herewith, (hereinafter referred to as the "Site Plan") shows Phase 1, the location of the Buildings and improvements thereon, and the land and the areas on which the subsequent Phases may be built.

Until the recording of the Amendment(s) of the Master Deed as hereinafter provided, creating a subsequent Phase or Phases of the Condominium, the Units and Buildings of the Condominium shall consist solely of those included as Phase 1 as shown on the Site Plan. As each subsequent Phase or Phases are added, the Site Plan will be amended to show each such subsequent Phase.

The Buildings in Phase 1 are constructed principally of poured concrete foundations, wood frame construction, clapboard exterior and pitched asphalt shingled roofs.

Nothing herein shall be deemed to obligate the Declarant, its successors or assigns to include any or all of Phase 2, Phase 3, Phase 4, Phase 5 or Phase 6 or any of them.

The Declarant, its successors or assigns, shall have the right, prior to creating each Phase of the Condominium subsequent to Phase 1, to change the number, type, size, layout, location and percentage interest in the Common Areas and Facilities of Units in each such subsequent Phase, provided that no such change shall alter the effective percentage interest in the Common Areas and Facilities set forth in the Master Deed or any amendments thereto with respect to Units in Phase 1, or with respect to Units in any Phase(s) which shall then have been included in the Condominium, such percentage interest to be at all times in the approximate relation that the fair value of each Unit on the date of the Master Deed bears to the then aggregate fair value of all the Units.

### 3. DESCRIPTION OF THE UNITS

The designation of each Unit in Phase 1, a statement of its location, approximate area, number of rooms, immediate common area to which it has access, as built, and its proportionate interest in the common area until further amendment of the Master Deed are set forth on Exhibit "B" attached hereto and made a part hereof. The location and layout of each Unit in

Phase 1, the location of the rooms therein and other descriptive specifications thereof are as shown on a plan entitled "Quail Run Condominium, Woburn, MA" dated 11/17/86, Milena Luyerink, Registered Architect, 26 Maple Ave., Cambridge, MA to be recorded herewith (hereinafter called the "Floor Plans").

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

- A. Floors: The upper surface of the cement floor slabs.
- B. Ceilings: The plane of the lower surface of the roof joists and roof rafters.
- C. Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs and the plane of the interior surface of the concrete foundation walls; as to doors, including storm doors, the exterior surface thereof and of the door frames' and as to windows, including storm windows and skylights, the exterior surface of the glass and of the window and skylight frames.

Each Unit will be conveyed together with its respective undivided interest in the Common Areas and Facilities as set forth in Exhibit "B", as the same may be amended in accordance with the provisions of this Master Deed, and will have the benefit of the right to use the Common Areas and other Facilities in common with others entitled thereto, except that (a) the owner of each Unit will have as appurtenant to it the exclusive right and easement to use the patio or deck to which such Unit has direct access subject to any maintenance requirements adopted pursuant to the Condominium Trust, and (b) each Unit Owner shall have the exclusive right to use the assigned garage or assigned carport space and an assigned outdoor parking space as set forth in the first deed to such Unit or in a subsequent instrument of conveyance from the Declarant to such Unit Owner.

#### 4. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

The Common Areas and Facilities of the Condominium comprise and consist of those items herein set forth and set forth under the definition of Common Areas and Facilities of said Chapter 183A, Section 1 as from time to time amended, except as hereinafter set forth, and shall include:

- A. said land described in Exhibit "A" annexed hereto, subject to the reservations and encumbrances therein and hereinafter set forth;
- B. the foundations, structural columns, chases, girders, beams, vents, chimneys, supports, party walls, common walls, main walls, and roofs;

- C. all conduits, ducts, pipes, plumbing, wiring, flues, and other facilities for the furnishing of the utility services which are contained in portions of the Buildings (but not servicing exclusively any Unit), contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained.
- D. the meters and the silcocks serving Common Areas and Facilities; Provided, however, that a Unit will have appurtenant to it the exclusive right and easement to use of same to which such Unit has direct access, subject to any maintenance requirements of the Condominium Trust.
- E. subject to the reservations and encumbrances provided for in paragraph A above, the yards, lawns, gardens, roadways, driveways, walkways, and the improvements thereon and thereof, including walls, fences, railings, steps, lighting fixtures, trees and plants; and if and when constructed and included in the Condominium, Pool, Cabana and Tennis Court, and surrounding amenities; Provided, however, the foregoing are subject to the exclusive right and easement to use as set forth in paragraph D hereof.
- F. the garages, carports and the outdoor parking spaces now existing or hereafter to be constructed, subject to the right of the designated Unit Owner to the exclusive use of either one (1) garage or one (1) carport space and one (1) assigned outdoor parking space as may be designated by the Condominium Trustees;
- G. the decks, bulkheads, porches and steps attached or hereafter legally attached to the Units, except that each Unit Owner whose Unit has or shall have direct access through an existing doorway to any deck, porch, bulkhead or steps shall have an easement for the exclusive use of such deck (and the land directly beneath such deck), bulkhead or steps.
- H. any heat and air conditioning equipment and the pipes, wiring and appurtenances thereto servicing the Common Areas and Facilities.

Each Unit shall be entitled to an undivided interest in the Common Areas and Facilities. The percentage interest of each Unit in Phase I is shown on Exhibit "B" attached hereto. Such percentage interest shall be changed as

each subsequent Phase may be included in the Condominium, and shall be as set forth in the Amendment(s) to the Master Deed creating each such subsequent Phase, which percentage interest shall be consistent with the approximate relationship that the fair market value of each Unit bears to the fair market value of all units, and consistent with the provisions of Massachusetts General Laws, Chapter 183A as from time to time amended.

Said Common Areas and Facilities shall be subject to the provisions of the Trust and its By-Laws as from time to time amended and to Rules and Regulations from time to time promulgated pursuant thereto with respect to the use and maintenance thereof.

Until the later of, (a) such time as the Declarant no longer owns any Unit in all Phases of the Condominium as contemplated or (b) Declarant ceases to have the right to create additional Phases, the Declarant reserves the right and easement from time to time to construct, install, alter, remove, relocate, change the size and shape of the following: (a) all subsequent Phases, (b) all matters specified in Section 4 hereof; (c) such other amenities and improvements as the Declarant shall determine to be desirable, and (d) specifically, without limiting the generality of the foregoing, works, and facilities in such locations, of such size, content and configuration and with such features and appurtenances as the Declarant shall determine; and (e) roadways, including the right to relocate same.

The Declarant reserves the right to grant and impose permits, licenses, covenants, restrictions and easements over the Common Areas and Facilities for utilities, roads and other purposes necessary for the proper operation of the Condominium, and to construct thereon and place in operation for the benefit of the Condominium, works and facilities. At such time as the Declarant, its successors and assigns shall (a) cease to own any Unit in the Condominium, and (b) cease to have the right to create additional Phases, the within reserved right shall vest in the Condominium Trustees.

#### 5. FLOOR PLANS

The Floor Plans of the Buildings and Units showing the layout, location, unit numbers, and dimensions of the Units and bearing the verified statement of a Registered Architect that said plans fully and accurately depict the same as built, are the Floor Plans to be recorded herewith and entitled, "Quail Run Condominium, Woburn, MA" dated 11/17/86, Milena Luyerink, Registered Architect.

6. ENCROACHMENTS

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities; made by or with the consent of the Condominium Trustees, or (c) as a result of repairs or restoration of a Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation of eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building(s) stand(s).

7. PIPES, WIRES, FLUES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON AREAS AND FACILITIES LOCATED INSIDE OF UNITS

Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues cables, conduits, public utility lines, and elements of the Common Areas and Facilities located in any of the other Units (or in areas subject to exclusive easements) but serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits and elements of the Common Areas and Facilities located in such Unit (or in areas subject to exclusive easements) but serving such other Units. The Condominium Trustees or anyone authorized by said Trustees, shall have the right of access to each Unit (and to areas subject to exclusive easements) in order to inspect the same, or to maintain, repair or replace any of the Common Areas and Facilities contained therein or elsewhere in the Building or to remove any violation of any agreement or instrument affecting the premises.

8. USE

The purpose for which the Building and the Condominium Units and other facilities are intended to be used are as follows:

- A. Each of the Units is intended to be occupied for residence purposes only. Not more than two unrelated persons may occupy same without the written consent of the Condominium Trustees, subject to the restrictions set forth herein, provided, however, that until all Units have been sold by Declarant, the Declarant may (1) use any Unit owned by the Declarant as a model for purposes of sale or leasing Units, or as a sales office for marketing of Units or (2) let or lease unsold Units.

- B. The outdoor parking spaces are intended to be used for the parking of duly registered private passenger automobiles of occupants of Units in the Condominium, and not for boats, trucks or other vehicles or items except with the prior written permission of the Condominium Trustees. Such permission, if given, may be revoked at any time by the Condominium Trustees.
- C. No business activities of any nature shall be conducted in any such Unit.
- D. The architectural integrity of the Buildings and Units shall be preserved without modification, and to that end, unless the prior written consent of the Condominium Trustees shall have been obtained, no exterior change, additional structure, 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 of any exterior light, door knocker or other exterior hardware 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.
- E. All maintenance and use by Unit Owners of yards, entries, decks, steps, porches, parking spaces, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the grounds and Buildings without modification.
- F. All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Condominium Trustees.
- G. The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units:
- (1) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;
  - (2) No Unit may be tenanted, rented, let, leased, or licensed for less than six (6) months, nor for transitory occupation;
  - (3) Every lease, license, or tenancy arrangement permitting outside occupant's use or possession or occupancy of a Unit shall include a provision making same specifically subject to the requirements of this Master Deed, the Condominium Trust, and its By-Laws, Rules and Regulations, as same may be amended, and providing that the failure of said outside occupant to comply



with any of the terms of said Master Deed, Condominium Trust, and/or said By-Laws, Rules and Regulations shall be a default under said lease, license, or tenancy arrangement;

(4) The provisions of the within paragraph G shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law; and

H. No animals, birds or pets shall be kept in or about the Units or the Common Areas and Facilities without the written consent of the Condominium Trustees, and consent so given may be revoked at any time.

I. The use restrictions set forth in the preceeding paragraphs shall be for the benefit of the Owners of all the Condominium Units and, as the persons in charge of the Common Areas and Facilities, shall be enforceable solely by the Condominium Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees 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 TO MASTER DEED

A. This Master Deed may be amended by an instrument in writing (1) signed by the Owners of Units entitled to at least sixty-seven (67%) percent of the undivided interests in the Common Areas and Facilities; (2) signed and acknowledged by the Condominium Trustees; and (3) duly recorded with the Middlesex South District Registry of Deeds, PROVIDED, HOWEVER, that:

(a) The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date.

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same shall have been signed by the Owner of the Unit so altered.

(c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same shall have been signed by the Owners of all the Units and said instrument is therein designated as an Amended Master Deed.

- (d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or other recognized lending institution shall be of any force or effect unless the same shall have been assented to by such holder; and
  - (e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A as from time to time amended, shall be of any force or effect.
- B. Notwithstanding anything herein contained to the contrary, Declarant reserves the right and power to make, execute and record special amendment(s) ("Special Amendments") to this Master Deed (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration or any other government agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownerships; (3) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; or (4) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed, mortgage, other evidence or obligation, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant (1) no longer holds or controls title to a Unit, and (2) no longer has the right to create additional Phases. At such time the power to make, execute and record Special Amendments shall vest in the Condominium Trustees.

C. The Declarant reserves to itself, its successors and assigns, notwithstanding the provisions of paragraph A of Section 9 hereof, or any other provisions contained in the Master Deed or any amendments thereto, the right at any time prior to May 1, 1990, to amend the Master Deed, from time to time, without the consent of anyone, so as to add to the Condominium and submit to the provisions of Massachusetts General Laws Chapter 183A as from time to time amended, the following:

- (1) Each of Phase 2, Phase 3, Phase 4, Phase 5 and Phase 6, together with the Buildings thereon and all improvements therein. Any such Amendment shall contain with respect to each such subsequent Phase all of the particulars and plans required by the Master Deed as from time to time amended and by Massachusetts General Laws Chapter 183A, as from time to time amended. As each such subsequent Phase is added, the percentage interest in the Common Areas and Facilities of each Unit Owner in Phase 1, and in any other Phase(s) which shall then have been included in the Condominium will decrease to the percentage interest set forth in the particular Amendment establishing each such subsequent Phase and the percentage interest in the Common Areas and Facilities of the Phase being added by each such Amendment shall be as set forth in such Amendment, all consistent with the provisions of Sections 2, 3 and 4 hereof and with the requirements of Massachusetts General Laws Chapter 183A, all as from time to time amended.
- (2) Declarant further reserves the right unconditionally to create such additional Phases, to transfer the same, and to mortgage the same. No Amendment to the Master Deed, the Condominium Trust, its By-Laws, Rules and Regulations, any Unit Deed, or the action(s) of any person or entity shall operate to deprive, hinder or delay Declarant's or Declarant's successors' or assigns' rights hereunder.

#### 10. UNIT OWNER ORGANIZATION

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is Quail Run Condominium Trust under a Declaration of Trust, of even date, to be recorded herewith. Said Declaration of Trust establishes a Trust of which all Unit Owners shall be Beneficiaries and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are or may become entitled hereunder.

The name(s) and address(es) of the original and present Trustee(s) thereof are as follows:

1. Gwendolen N. Rónó of Cambridge, Massachusetts
2. Arthur A. Klipfel, III of Cambridge, Massachusetts

Said Trust has enacted By-Laws which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of said Chapter 183A. The Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas and Facilities, or part thereof, and each Unit Owner by acceptance of title to such Unit, hereby irrevocably appoints the said Trust as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Areas and Facilities by a condemning authority, the award or proceeds of settlement shall be payable to the Trust, for the use and benefit of the Declarant (with respect to existing structures not yet included in the Condominium and with respect to the rights to create additional Phases), the Unit Owners, and their mortgagees as their interests may appear.

11. GOVERNING LAW

The Units and the Common Areas and Facilities, and the Unit Owners and Condominium Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A, as from time to time amended, and in all respects not specified in this Master Deed or in said Trust and the By-Laws and Rules and Regulations set forth therein, shall be governed by provisions of said Chapter 183A, as from time to time amended, in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to improvements and rebuilding of Common Areas and Facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

12. UNITS SUBJECT TO MASTER DEED, UNIT DEED, CONDOMINIUM TRUST, ETC.

- A. All present and future owners, tenants, visitors, servants and occupants of the Units shall be subject to and bound by the terms, conditions and restrictions of the Unit Deed conveying such Unit, the Condominium Trust and By-Laws and Rules and Regulations promulgated pursuant thereto, as each may be amended from time to time, the terms affecting title to and the use of the land as set forth and referred to in the Master Deed, the terms and conditions with regard to sewer discharge and monitoring as set forth in the Permit for Sewer System Connection issued by the Department of Environmental Quality Engineering, Division of Water Pollution Control, and Massachusetts General Laws Chapter 183A. The acceptance of a deed of conveyance or the

entering into occupancy of any Unit shall constitute an agreement that: (1) the provisions of this Master Deed, the Unit Deed, if any, conveying such Unit, the Condominium Trust and the By-Laws and Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to and use of the land are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and 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 of conveyance or lease thereof, and (2) a violation of the provisions of this Master Deed, such Unit Deed, the Condominium Trust and By-Laws or Rules and Regulations promulgated pursuant thereto or said Chapter 183A by any such person shall be deemed a substantial violation of the duties of the Owner of a Unit.

- B. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and decisions of the Condominium Trustees, shall give rise to a cause of action by the Condominium Trustees, and any aggrieved Unit Owner, which may be enforced in any manner permitted by law, including, without limitation, court action for injunctive relief and/or damages. Unit Owners shall have similar rights of action against the Condominium Trustees.

13. PROVISIONS REGARDING MORTGAGES

Notwithstanding anything in the Master Deed, the Condominium Trust, its By-Laws, Rules and Regulations and the Unit Deed to the contrary, the following provisions shall apply to mortgages of one or more Condominium Units:

- A. Any right of first refusal shall not impair the rights of a first mortgagee to:
- (1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
  - (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by the mortgagor; or
  - (3) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in subparagraphs (1) and (2) above;

- B. Any person taking title to a Unit through a foreclosure sale duly conducted by a first mortgagee shall be exempt from any right of first refusal with respect to taking such title.
- C. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.
- D. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) holding mortgages on the individual Units in the Condominium shall have given their prior written approval, neither the Unit Owners nor the Condominium Trustees shall be entitled to:
- (1) by act or omission, seek to abandon or terminate the Condominium;
  - (2) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
  - (3) partition or subdivide any Unit;
  - (4) by act or omission, seek to abandon, partition, sub-divide, encumber, sell, or transfer the Common Areas and Facilities, PROVIDED, HOWEVER, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium development and the exercise of other actions with respect to granting special rights of use or easements to Common Areas and Facilities provided for herein or in the Condominium Trust shall not be deemed a transfer within the meaning of this clause;
  - (5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such property of the Condominium.
- E. All taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

- F. In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;
- G. A first mortgagee (and any eligible mortgage holder or eligible insurer or guarantor as defined in the Federal National Mortgage Association's Lending Guide as presently constituted and as from time to time amended, as such entities may be later described in amendments thereto or substitutions thereof) shall be entitled to the following:
- (1) Notice of Action: Upon written request to the Condominium Trustees, identifying the name and address of the mortgagee, holder, insurer or guarantor and the Unit designation, timely written notice of:
    - (a) Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable or held by such first mortgagee;
    - (b) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, or held by such first mortgagee, or of any default in the performance by such Owner of any obligation under the Condominium constituent documents, which remains uncured for a period of sixty (60) days;
    - (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trustees;
    - (d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in paragraph H of Section 13.
  - (2) Other Provisions for Eligible Mortgage Holders: (as defined in paragraph G of Section 13. To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:
    - (a) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be

performed substantially in accordance with the Master Deed, the Site Plan and Floor Plans, unless other action is approved by at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages.

(b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages, in addition to other applicable requirements of law.

(c) Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction of a condominium project is fixed in advance by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to eligible holder mortgages.

(d) To receive free of charge upon written request therefor an audited financial statement of the Condominium Trust for the immediately preceding fiscal year. Such statement shall be furnished by the Condominium Trustees within a reasonable time following such request.

H. Amendment to Documents: The following provisions do not apply to amendments to the Master Deed, Trust, and its By-Laws, Rules and Regulations or termination of the Condominium project made as a result of destruction, damage or condemnation pursuant to paragraph G above, or to a reallocation of interests in the Common Areas and Facilities which might occur pursuant to any plan of phased development contained in the Master Deed.

(1) The consent of Owners of Units to which at least seventy-five (75%) percent of the beneficial interest in the Condominium Trust are allocated and the consent of the Declarant for as long as it has the right to create additional Phases, and the approval of eligible holders holding mortgages on Units which have at least sixty-seven (67%) percent of the votes of Units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a Condominium, in addition to other applicable requirements of law.



- (2) The consent of the Owners of Units to which at least sixty-seven (67%) percent of the beneficial interest in the Condominium Trust are allocated and the consent of the Declarant for as long as it has the right to create additional Phases, and the approval of eligible holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:
- (a) voting rights;
  - (b) assessments, assessment liens or subordination of assessment liens;
  - (c) reserves for maintenance, repair and replacement of common areas;
  - (d) responsibility for maintenance and repairs;
  - (e) reallocation of interests in the general or limited common areas, or rights to their use;
  - (f) boundaries of any Unit;
  - (g) convertibility of Units into common areas or vice versa;
  - (h) expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
  - (i) insurance or fidelity bonds;
  - (j) leasing of Units;
  - (k) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
  - (l) reconstruction or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
  - (m) any action to terminate the legal status of the project after substantial destruction or
  - (n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

- (3) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting typographical errors, technical errors, or for clarification only.
- I. No agreement for professional management of the Condominium or any other contract with the Trust may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days', or less, written notice. It is intended that the provisions of this Section 13 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

14. MEANING OF TERMS

All terms and expressions herein used which are defined in Section 1 of said Chapter 183A, as from time to time amended, shall have the same meaning herein as set forth in said Section 1.

15. CONFLICTS

This Master Deed is set forth to comply with the requirements of said Chapter 183A, as from time to time amended. In the event any of the provisions of this Master Deed, as from time to time amended, are inconsistent with said Chapter 183A, as from time to time amended, the provisions of said Chapter 183A, as from time to time amended, shall control and the repugnant provisions of this Master Deed, as from time to time amended, shall be deemed modified so as to comply with said Chapter 183A, as from time to time amended.

16. INVALIDITY

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

17. WAIVER

No provision contained in this Master Deed, as from time to time amended, shall be deemed to have been abrogated or waived by reason of any failure to

enforce the same, irrespective of the number of violations or breaches which may occur.

18. CAPTIONS

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

EXECUTED as a sealed instrument this 22nd day of January, 1987.

UNIHAB/WOBURN, INC.

By: Arthur A. Klipfel, III  
Arthur A. Klipfel, III, President

By: Gwendolen N. Ronó  
Gwendolen N. Ronó, Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

January 22, 1987

Then appeared the above-named corporation, Unihab/Woburn, Inc. by its President, Arthur A. Klipfel, III and Treasurer, Gwendolen N. Ronó, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Laura M. Mintz  
Notary Public Laura M. Mintz  
My commission expires: 11/19/93

EXHIBIT "A"Parcel 1:

A certain parcel of land located on Russell Street, Woburn, Middlesex County, Massachusetts, and being shown as Lot A on a plan of land entitled, "Subdivision Plan in Woburn, MA for Unihab/Cambridge, Inc. Sept. 1985 Landmark Engineering and Surveying, Inc. Lynn, MA," to be recorded herewith, and being more particularly bounded and described as follows:

SOUTHWESTERLY by Russell Street, 100 feet;

NORTHEASTERLY by a curved line by Russell Street and Lot 2A as shown on said plan, 39.27 feet;

NORTHEASTERLY by said Lot 2A as shown on said plan, 175 feet;

SOUTHWESTERLY by said Lot 2A and Lot 2 as shown on said plan, 76.24 feet;

NORTHEASTERLY by said Lot 2, as shown on said plan, 43.74 feet;

NORTHEASTERLY by land now or formerly of J. Seminatore, 191.622 feet;

SOUTHEASTERLY by land now or formerly of J. Seminatore by two courses, 102.61 feet and 135.26 feet;

NORTHEASTERLY by land now or formerly of Hillcrest Construction Corp., 124.51 feet;

EASTERLY by said land now or formerly of Hillcrest Construction Corp., 727.799 feet;

SOUTHEASTERLY by said land now or formerly of Hillcrest Construction Corp. by two courses, 698.35 feet and 274.99 feet;

NORTHEASTERLY by land now or formerly of Woods Farm Realty Trust, 243.55 feet;

SOUTHEASTERLY by said land now or formerly of Woods Farm Realty Trust by two courses, 72.27 feet and 135.30 feet;

NORTHEASTERLY by land now or formerly of Mudler, 87.91 feet;

NORTHEASTERLY by land now or formerly of Woods Farm Realty Trust and land now or formerly of Lichoulas, 206.10 feet;

NORTHWESTERLY by land now or formerly of City of Boston Park Department and land now or formerly of Jean-Cor Construction Corp., land now or formerly of Templeton, and land now or formerly of Stamp by various courses, 2,213.435 feet;

- SOUTHWESTERLY by land now or formerly of Jean-Cor Construction Corp., land now or formerly of Passerini, land now or formerly of McCann, land now or formerly of O'Keefe, land now or formerly of Lacorazza and Forgione, and land now or formerly of McDevitt, by two courses, 595.98 feet and 334.255 feet;
- SOUTHEASTERLY by land now or formerly of McDevitt, 61.99 feet;
- SOUTHWESTERLY by land now or formerly of McDevitt, 408.88 feet;
- SOUTHEASTERLY by land now or formerly of McDevitt, 266 feet;
- SOUTHWESTERLY by land now or formerly of Hearn, 148.92 feet;
- SOUTHEASTERLY by land now or formerly of Bono, 3.02 feet;
- SOUTHWESTERLY by land now or formerly of Bono, 35.59 feet;
- SOUTHEASTERLY by land now or formerly of Bono, and Lot 1 and Lot 1A as shown on said plan, 307.73 feet;
- NORTHWESTERLY by lot 1A as shown on said plan, 175 feet;
- NORTHWESTERLY by a curved line and lot 1A as shown on said plan, 39.27 feet.

All of the above as shown on said plan and containing 47.108 acres according to said plan.

Subject to a 20-foot sewer easement to the City of Woburn as shown on said plan and a 50-foot easement to the Tennessee Gas Pipeline Co. as shown on said plan.

Being a portion of the Premises described in deed dated April 18, 1978, recorded with Middlesex South District Registry of Deeds, Book 13425, Page 210, and deed dated May 13, 1980, recorded with said Registry, Book 13978, Page 221.

Parcel 2:

A certain parcel of land located on Russell Street, Woburn, Middlesex County, Massachusetts, and being shown as Lot 1A on a plan of land entitled, "Subdivision Plan in Woburn, MA for Unihab/Cambridge, Inc. Sept. 1985 Landmark Engineering & Surveying, Inc. Lynn, MA," to be recorded herewith and being more particularly bounded and described as follows:

- SOUTHERLY by Russell Street, as shown on said plan, 39 feet;
- SOUTHEASTERLY by Russell Street and Lot A, as shown on said plan, 39.27 feet;
- NORTHEASTERLY by said Lot A, as shown on said plan, 175 feet;

NORTHWESTERLY by said Lot A, as shown on said plan, 64 feet;

SOUTHWESTERLY by land of Richard S. Turner and Ruth J. Turner, shown as Lot 1 on said plan, 200 feet;

Containing 12,665.22 square feet, according to said plan.

Being the premises conveyed to Michael A. Seminatore, Trustee by deed of Richard S. Turner and Ruth J. Turner dated October 16, 1985, recorded with Middlesex South District Registry of Deeds, which deed contains the easements, reservations, restrictions and covenants for the benefit of Lot 1 described therein, which are as follows:

~~16508/150~~  
16508/126

A. The Grantors reserve a perpetual easement of light and air for the benefit of Lot 1, as shown on said plan, and in connection therewith, no buildings, structures, signs, billboards, or roads shall be built upon said Lot 1A, which shall serve as a buffer zone at all times for the benefit of said Lot 1.

B. The said Lot 1A shall forever be kept, preserved and maintained in its natural and open state and condition, and no trees, shrubs, bushes, grass, soil or the like shall be removed or excavated except for any excavation or work to be performed for the installation, maintenance and repair of underground utility lines, cables, pipes, drains, conduits, culverts or the like, provided that the surface of said Lot 1A is restored to its natural and open state after completion of the installation, maintenance or repair work.

C. The Grantee shall have the right to landscape that area of Lot 1A which is adjacent to Russell Street near the easterly side line of Lot 1A at the entrance of an access road leading to the interior of Lot A from Russell Street, as shown on said plan, provided any landscaping is done to beautify the property and results in an improvement to its appearance and does not derogate from the intent and purposes of the use of Lot 1A as a buffer zone for the benefit of said Lot 1.

D. The Grantors reserve a perpetual easement consisting of a 20-foot right-of-way across said Lot 1A for pedestrian and vehicular use to and from Lot 1 to the easterly side line of Lot 1A and a perpetual easement and right of way for pedestrians and vehicular use extending therefrom over and across an access road on said Lot A running to and from Russell Street.

E. The Grantors reserve the right to construct, maintain and keep in repair a fence on the westerly side of Lot 1A at a distance which is within 10 feet from said Lot 1 along the westerly side of Lot 1A extending from Russell Street to Lot A.

F. The aforesaid easements, reservations, restrictions, covenants and agreements contained herein shall conclusively be deemed to run with Lot 1A for the benefit of Lot 1.

G. The aforesaid easements, reservations, restrictions, covenants and agreements contained herein shall be incorporated in each and every future deed, conveyance, grant or the like, and any instrument by which title or

possession of all or any part of Lot 1A is granted, conveyed, transferred or assigned shall at all times be subject to the easements, reservations, restrictions, covenants and agreements contained herein.

The aforesaid Lot 1A and also Lot 2A, both of which are shown on said plan according to said plan, are to become a part of Lot A shown thereon and are not to be considered as buildable lots.

The purpose of this conveyance as well as a conveyance of Lot 2A to Michael A. Seminatore, Trustee, is to enable him to convey the aforesaid Lot 1A and Lot 2A to Unihab/Woburn, Inc., to enable Unihab/Woburn, Inc. to build a "cluster" development consisting of 94 units of residential housing on Lot A in accordance with a special permit granted by the Woburn City Council on September 17, 1985 and hereby impose the aforesaid easements, reservations, restrictions and agreements for the benefit of said Lots 1 and 2 to protect the residential character and privacy of said Lots 1 and 2.

Parcel 3:

A certain parcel of land located on Russell Street, Woburn, Middlesex County, Massachusetts, and being shown as Lot 2A on a plan of Land entitled, "Subdivision Plan in Woburn, MA. for Unihab/Cambridge, Inc. Sept. 1985 Landmark Engineering & Surveying, Inc. Lynn, MA.," to be recorded herewith and being more particularly bounded and described as follows:

- SOUTHEASTERLY by land of Michael A. Seminatore, Jr. shown as Lot 2 on said plan, 201.95 feet;
- NORTHWESTERLY by Lot A, as shown on said plan, 53 feet;
- SOUTHWESTERLY by said Lot A, as shown on said plan, 175 feet;
- SOUTHWESTERLY by said Lot A and Russell Street, as shown on said plan, 39.27 feet.

Containing 7,666.62 square feet, according to said plan.

Being the premises conveyed to Michael A. Seminatore, Trustee by deed of Michael A. Seminatore, Jr. dated October 16, 1985, recorded with Middlesex South District Registry of Deeds, which deed contains the easements, reservations, restrictions and covenants for the benefit of Lot 2 described therein, which are as follows:

A. The Grantor reserves a perpetual easement of light and air for the benefit of Lot 2A, as shown on said plan, and in connection therewith, no buildings, structures, signs, billboards, or roads shall be built upon said Lot 2A, which shall serve as a buffer zone at all times for the benefit of said Lot 2.

B. The said Lot 2A shall forever be kept, preserved and maintained in its natural and open state and condition, and no trees, shrubs, bushes, grass, soil or the like shall be removed or excavated except for any excavation or

work to be performed for the installation, maintenance and repair of underground utility lines, cables, pipes, drains, conduits, culverts or the like, provided that the surface of said Lot 2A is restored to its natural and open state after completion of the installation, maintenance or repair work.

C. The Grantee shall have the right to landscape that area of Lot 2A which is adjacent to Russell Street near the westerly side line of Lot 2A at the entrance of an access road leading to the interior of Lot A from Russell Street, as shown on said plan, provided any landscaping is done to beautify the property and results in an improvement to its appearance and does not derogate from the intent and purposes of the use of Lot 2A as a buffer zone for the benefit of said Lot 2.

D. The Grantor reserves a perpetual easement and right of way consisting of a 20-foot right of way across said Lot 2A for pedestrian and vehicular use to and from Lot 2 to the westerly side line of Lot 2A, and also a perpetual easement and right of way for pedestrians and vehicular use extending therefrom over and across an access road on said Lot A running to and from Russell Street.

E. The aforesaid easements, reservations, restrictions, covenants and agreements contained herein shall conclusively be deemed to run with Lot 2A for the benefit of Lot 2.

F. The aforesaid easements, reservations, restrictions, covenants and agreements contained herein shall be incorporated in each and every future deed, conveyance, grant or the like, and any instrument by which title or possession of all or any part of Lot 2A is granted, conveyed, transferred or assigned shall at all times be subject to the easements, reservations, restrictions, covenants and agreements contained herein.

The aforesaid Lot 2A and also Lot 1A, both of which are shown on said plan according to said plan, are to become a part of Lot A shown thereon and are not to be considered as buildable lots.

The purpose of this conveyance as well as a conveyance of Lot 1A to Michael A. Seminatore, Trustee, is to enable him to convey the aforesaid Lot 1A and Lot 2A to Unihab/Woburn, Inc., to enable Unihab/Woburn, Inc. to build a "cluster" development consisting of 94 units of residential housing on Lot A in accordance with a special permit granted by the Woburn City Council on September 17, 1985 and hereby impose the aforesaid easements, reservations, restrictions and agreements for the benefit of said Lots 1 and 2 to protect the residential character and privacy of said Lots 1 and 2.

Said land is subject to the easements, restrictions and agreements contained in a document entitled "Conservation Restriction" dated November 5, 1986 between Unihab/Woburn, Inc. and the City of Woburn recorded herewith.

Also subject to and with the benefit of any and all easements, rights of way, restrictions, covenants and agreements of record insofar as the same are in force and are applicable.

For title, see deed recorded at Middlesex South District Registry of Deeds in Book 16508, Page 130.



## EXHIBIT "B"

QUAIL RUN CONDOMINIUM  
PHASE I

Location	Unit No.	Unit Type	Approximate Area (sq.ft.)		No. of Rooms	Proportionate Interest Phase I *
			unit	basement		
Johnson's Grant Building 1	1	B	1367		5	9.09091
"	2	A	1190		5	8.13397
"	3	A	1190		5	8.13397
"	4	C	1542		6	10.04784
Johnson's Grant Building 2	5	C	1542		6	10.04784
"	6	A	1190		5	8.13397
"	7	A	1190		5	8.13397
"	8	B	1367		5	9.09091
Johnson's Grant Building 3	9	B	1367		5	9.09091
"	10	C	1542		6	10.04784
"	11	C	1542		6	10.04784

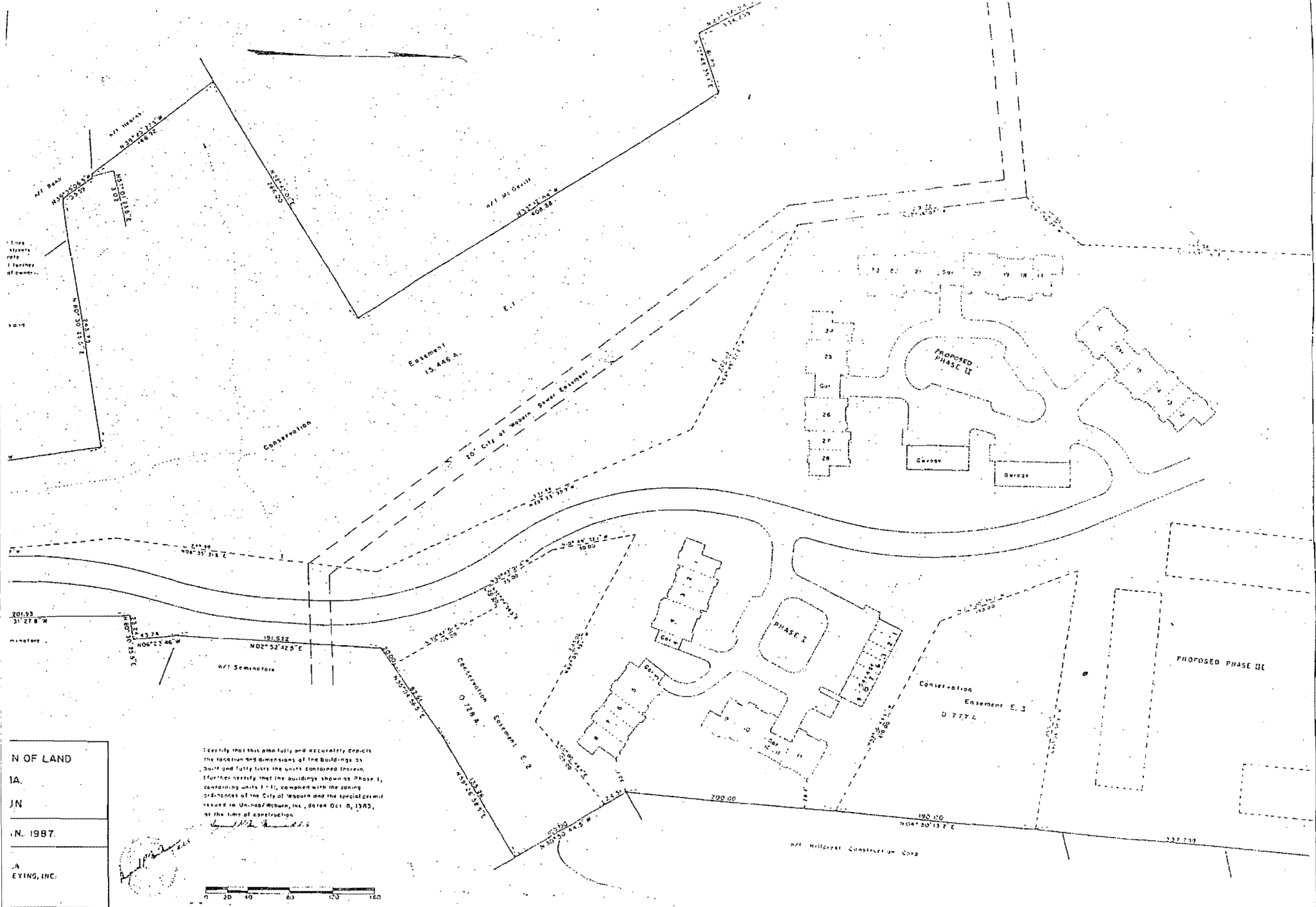
All "A" units consist of K, LR, D, B, B, BR, BR and have access to the common areas and facilities from the front door and living room. Such access is to the entry, patio or deck and grounds.

All "B" units consist of K, LR, D, B, B, BR, BR and have access to the common areas and facilities from the front door, living room and dining room. Such access is the entry, patio or deck and grounds.

All "C" units consist of K, LR, D, B, B, BR, BR, FR and have access to the common areas and facilities from the front door and living room. Such access is to the entry, patio or deck and grounds.

K = Kitchen,	LR = Living Room,	D = Dining Room,
B = Bath,	BR = Bedroom,	FR = Family Room

\* The percentage interests set forth herein are correct for Phase I, and are subject to change as set forth in the Master Deed, as from time to time amended, as subsequent Phases are added. As each Phase is included, the correct percentage interest of Units in such Phase and all other Phases then included in the Condominium will be set forth in the Amendment to the Master Deed including such Phase in the Condominium.



**NO OF LAND**

1A.

JN

J.N. 1987.

JA EYING, INC.

I certify that this plan fully and accurately depicts the location and dimensions of the buildings as shown and fully sets the units contained therein. I further certify that the buildings shown as Phase I, containing units 1 - 11, conform with the zoning district of the City of Wagon and the special permit issued to Ulnah/Wabun, Inc. dated Oct. 8, 1985, at the time of construction.

*[Signature]*

