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QUAIL RUN CONDOMINIUM
EIGHTH AMENDMENT TO MASTER DEED

Reference is hereby made to that certain Master Deed dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 242, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Quail Run Condominium.

WHEREAS said Master Deed has heretofore been amended by the First Amendment dated January 28, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17849, Page 112; the Second Amendment To Master Deed dated March 30, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17994, Page 544; the Third Amendment To Master Deed dated November 12, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18700, Page 563; the Fourth Amendment To Master Deed dated April 21, 1988, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18997, Page 603; the Fifth Amendment To Master Deed dated October 18, 1989, and recorded with the Middlesex County Southern District Registry of Deeds in Book 20166, Page 573; the Sixth Amendment To Master Deed dated November 15, 1989, and recorded with the Middlesex

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MARGINAL REFERENCE REQUESTED
BOOK 17820 PAGE 242

KAPLAN & EMMER
20 Melrose Street
Boston, MA 02116

County Southern District Registry of Deeds in Book 20206, Page 219, and the Seventh Amendment to Master Deed dated December 30, 1991, and recorded with the Middlesex County Southern District Registry of Deeds in Book 21701, Page 397.

WHEREAS the Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest desire to further amend said Master Deed as provided in Section 9 thereof.

WHEREAS the consents of the requisite percentage of First Mortgages have been secured as provided in Section 13.H(2) of said Master Deed.

NOW THEREFORE said Master Deed is hereby further amended in accordance with the provisions of Section 9 of said Master Deed as follows:

1. Section 4, subsection E, is amended by adding at the end thereof the following:

The foregoing right and easement to use is intended to allow such use of the listed items as they would be put to in their existing state and is only as to those items which, by their nature are intended to be exclusively appurtenant to a Unit. Items which are by their nature common are and shall remain common areas and facilities and shall not be subject to an exclusive right and easement for use of any on Unit Owner -- such as, yards, lawns, gardens, roadways, trees and plantings.

2. Section 8, subsection B, is amended by adding after the words "The outdoor parking spaces" and before the words "are intended to be used ..." the words "and carport spaces".

3. Section 8, subsection B, is further amended by adding at the end of said subsection the following:

In construing the foregoing as to trucks, it is intended that such as are used for commercial purposes are prohibited, but that small pick-up trucks, so-called "jimmies", jeeps, vans, or like vehicles utilized as a private passenger vehicles are permissible.

4. Section 8, subsection C, is amended by deleting the period and adding at the end thereof the following:

without the prior written permission of the Condominium Trustees and in conformity with the applicable zoning law; provided, however, in no event may a Unit be held out as a place of business for the service of customers, patients, clients or the like nor may any signs or like items be displayed, nor may any person(s) other than an occupant of the Unit be employed therein.

5. Section 8, subsection G, is amended by renumbering subsection "(4)" as "(8)" and inserting the following new subsections after subsection (3):

- (4) It shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said lease, license, or tenancy agreement (the "Agreement") or a violation of this Master Deed, the Condominium Trust and/or the Rules and Regulations promulgated pursuant thereto;
- (5) Any failure by the Occupant to comply in all respects with the provisions of the Master Deed of the Condominium, the Condominium Trust and/or Rules and Regulations, shall constitute a material default in the Agreement and in the event of such default, the Condominium Trustees shall have the following rights and remedies against both the Unit Owner and the Occupant, in addition to all other rights and remedies which the Condominium Trustees and the Unit Owners (other than the Owner of the let Unit) have or may in the future have against both the Owner of the let Unit

and the Occupant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the let Unit) being deemed at all times to be cumulative and not exclusive:

- (a) The Condominium Trustees shall have the right to give written notice of the default to both the Occupant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the Occupant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit at such address as then appears on the records of the Trust, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
- (b) If the default continues for five (5) days after the giving of said notice, then the Condominium Trustees shall have the right to levy fines against the Owner of the let Unit in accordance with the provisions of the Condominium Trust and/or terminate the occupancy by giving notice in writing to quit to the Occupant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trust, or both. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Condominium Trustees may initiate and prosecute a summary process action against the Occupant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trust, or both.
- (c) The Condominium Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions, and the Trustees' election to pursue one or more of the foregoing remedies at one or more points in time, including after any further default, shall not be deemed to be a waiver of the Condominium Trustees' right to exercise any or all such remedies in the future, either as to the same or any future default(s).
- (d) All of the expenses of the Trust in giving notice or notices to quit, and in maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the let Unit, and such costs and expenses may be enforced and collected against

the Unit Owner and Unit as if the same were Common Expenses assessed to the Unit and/or Unit Owner.

- (6) Any renewal or extension of any Agreement shall be subject to the prior written approval of the Condominium Trustees in each instance. Such approval shall not limit any rights or remedies of the Condominium Trustees or Unit Owners in the event of a subsequent default. Approval may be denied in such case as there has theretofore been experienced violations of the Master Deed, the Condominium Trust and/or the Rules and Regulations, for other good cause or if the Unit Owner is not current on any financial obligations to the Trust.
- (7) The provisions of this section shall take precedence over any provision in the Agreement. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trust, the Condominium Trustees nor the Unit Owners, shall bear any personal or individual responsibility with respect to said Agreement.

6. Section 8 is further amended by renumbering subsection "I" as "O" and inserting the following new subsections following Subsection "H":

- I. No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55 deg.) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.
- J. No nuisance shall be allowed in or upon on the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents and/or occupants.
- K. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the

sole expense of the Owner of said Unit and those relating to the Common Areas and Facilities shall be eliminated by the Condominium Trustees, except as may be otherwise provided for herein.

- L. No use of the Common Areas and Facilities shall be made save for the furnishings of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- M. No Unit Owner shall place or cause to be placed in or on any of the Common Areas and Facilities, other than the storage area or exclusive use area, any furniture, packages or objects of any kind. No corridor, public hall, vestibule, passageway or stairway shall be used for any purpose other than for normal transit there through or such other purpose as the Trustees may designate.
- N. No Unit or other area to which a Unit Owner has exclusive rights shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

IN WITNESS WHEREOF we the undersigned, being a majority of the Trustees of the Quail Run Condominium Trust, having first received the consent of the Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest, which consents are attached hereto, have set our hands and seals this ninth day of February, 1993.

Sally Elkind
SALLY ELKIND, Trustee
of the Quail Run Condominium
Trust

G. B. Narasimhan
G. B. NARASIMHAN, Trustee
of the Quail Run Condominium
Trust

Michael D. Koplou
MICHAEL D. KOPLON, Trustee
of the Quail Run Condominium
Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9~~, 1993

Then personally appeared before me the above-named
Jerry Nathanson and acknowledged the foregoing to be
his/her free act and deed.

Edward Towill
Notary Public
My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9~~, 1993

Then personally appeared before me the above-named
Sally Fikind and acknowledged the foregoing to be
his/her free act and deed.

Edward Towill
Notary Public
My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9~~, 1993

Then personally appeared before me the above-named
Michael D. Koplou and acknowledged the foregoing to be
his/her free act and deed.

Edward Towill
Notary Public
My Commission expires: June 4, 1999

0241S/p.16-22

AFFIDAVIT AS TO MORTGAGEE CONSENT

We the undersigned, being a majority of the Trustees of the Quail Run Condominium Trust under Declaration of Trust dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 266, do hereby depose and say that we have complied with the provisions of Section 13.H(2) of the Master Deed of the Quail Run Condominium Trust; that First Mortgagees holding mortgages on Units comprising at least fifty-one percent of the Undivided Interest have failed to post within thirty-days of our request for consent to these amendments a negative response; and that, therefore, said First Mortgagees are deemed to have consented thereto.

SWORN and subscribed to under pains and penalties of perjury this ninth day of February, 1993.

Sally Elkind
SALLY ELKIND, Trustee
of the Quail Run Condominium
Trust

Bob Nathan
BOB NATHAN, Trustee
of the Quail Run Condominium
Trust

Michael D. Koplow
MICHAEL D. KOPLOW, Trustee
of the Quail Run Condominium
Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

February 9, 1993

Then personally appeared before me the aboved-named *Sally Clark* and acknowledged the foregoing to be true to the best of his/her knowledge and belief.

Edward Towell

Notary Public

My Commission expires: June 4, 1994

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

February 9, 1993

Then personally appeared before me the aboved-named *Jerry Nathanson* and acknowledged the foregoing to be true to the best of his/her knowledge and belief.

Edward Towell

Notary Public

My Commission expires: June 4, 1994

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

February 9, 1993

Then personally appeared before me the aboved-named *Michael D. Koplow* and acknowledged the foregoing to be true to the best of his/her knowledge and belief.

Edward Towell

Notary Public

My Commission expires: June 4, 1994

0241S/p.23-24

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KAPLAN & EMMER
50 Malrose Street
Boston, MA 02118



QUAIL RUN CONDOMINIUM
CONSENT TO AMENDMENT OF MASTER DEED

I (We) the below delineated Unit Owner(s) of the below specified Unit of the Quail Run Condominium, having the below indicated percentage Undivided Interest, do hereby consent to the Eighth Amendment To Master Deed and do further authorize and empower the Trustees of the Quail Run Condominium Trust to annex this Consent to said Amendment as if my (our) signature(s) appeared thereon.

WITNESS my (our) hand(s) and seal(s) this 15th day of November, 1992

1 Johnson's Grant
Unit Number
1.24672
Undivided Interest

Laurie Talanian
Unit Owner (Print Name)
Laurie Talanian
Unit Owner (Signature)

Unit Owner (Print Name)

Unit Owner (Signature)

QUAIL RUN CONDOMINIUM
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WITNESS my (our) hand(s) and seal(s) this 15th day of November, 1992

2 Johnson's Grant
Unit Number

1.11531
Undivided Interest

Karen R. Nerpouni
Unit Owner (Print Name)

Karen R. Nerpouni
Unit Owner (Signature)

Unit Owner (Print Name)

Unit Owner (Signature)