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MASTER DEED

This Master Deed of North Woods Condominium made this 10th day of February, 1989.

WITNESSETH THAT:

James R. Cennerazzo and John L. Cennerazzo as Trustees of North Development Trust under a Declaration of Trust dated January 9, 1989 and recorded with Middlesex South District Registry of Deeds in Book 19597, Page 183 and as Document No. 791757 as noted on Certificate of Title No. 184640 of the Land Court and as amended by First Amendment dated February 10, 1989 and recorded and registered herewith, with a usual place of business at 15 Winter Street, Woburn, Massachusetts (hereinafter, including its successors and assigns and such mortgagees and others claiming by through or under them by instruments of record, referred to as the "Declarant"), being the sole owner of certain premises (hereinafter referred to as the "Premises") in the City of Woburn, County of Middlesex, and the Commonwealth of Massachusetts, as more fully described in Exhibit "A" attached hereto and made a part hereof by duly executing and recording this Master Deed, (which, together with all amendments of record to be made thereto, is hereinafter called the "Master Deed") do hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts as amended and hereby establish a Condominium to be governed by and subject to the provisions of said Chapter 183A as amended, and to that end said Declarant hereby declares and provides as follows:

1. NAME OF CONDOMINIUM

The Condominium shall be known as North Woods Condominium. The organization through which the Owner of Condominium Units (hereinafter called the "Unit" or "Units") shall manage the condominium shall be known as North Woods Condominium Trust (the "Trust" or the "Condominium Trust"), established by written Declaration of Trust (the "Declaration") of even date, to be recorded herewith. The Trustees thereunder are hereinafter referred to as the "Condominium Trustees". The Trust has enacted By-Laws and Rules and Regulations pertaining thereto, as provided in said Chapter 183A, Section 8. Said By-Laws are recorded as part of the Trust.

2. DESCRIPTION OF BUILDINGS

The Condominium is to be developed in Phases. It is contemplated that there will be three (3) Phases, hereinafter denoted as Phase 1, Phase 2 and

*RECORDED LAND ONLY

Phase 3. Phase 1 consists of eight buildings, each of which contains two (2) units being duplex in style. Each building is two and one-half stories above grade. Phases 2 and 3 shall consist of buildings and amenities to be described by later amendments to the Master deed. The Condominium will not contain more than thirty-four (34) units. The Declarant reserves the right to develop Phase 2 and Phase 3.

The plan of land entitled "Phase I Site Plan of North Woods Condominium, North Woods Circle, Woburn, Mass, Scale 1"=40' dated January 19, 1989, Albert A. Romano, Surveyor, 5 Haddon St., Revere, Mass." to be recorded herewith, (hereinafter referred to as the "Site Plan") shows the location of the Buildings in Phase 1, the accessways and improvements thereon, and the land including the land area on which the subsequent Phase may be built.

Until the recording of the Amendments of the Master Deed as hereinafter provided, creating subsequent 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 the subsequent Phases are added, the Site Plan will be amended to show such subsequent Phases.

The Buildings in Phase 1 are constructed principally of poured concrete foundations, wood frame construction, vinyl siding 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 Phases 2 and 3 to the Condominium.

The Declarant, its successors or assigns, shall have the right, prior to creating a 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 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 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 "Phase I Floor Plan of North Woods Condominium, North Woods Circle, Woburn, Mass., Scale" $\frac{1}{4}$ "=1', dated February 6, 1989, Albert A. Romano, Surveyor" 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 concrete floor covering the foundation.
- B. Ceilings: The plane of the lower surface of the roof joists or floor joists.
- C. Walls: The plane of the interior surface of the wall studs and the outer plane of the wall studs in common walls
- D. Doors and Windows: As to doors, including sliding glassdoors, the exterior surface thereof and of the door frames and as to windows, the exterior surface of the glass and of the window frames.

Each Unit will be conveyed together with its respective undivided interest in the Common Areas and Facilities as set forth in Exhibit "B", 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 designated yard area to which such Unit has direct access as shown on the Site Plan, subject to any maintenance requirements adopted pursuant to the Condominium Trust; (b) the owner of each Unit will have as appurtenant to it the exclusive right and easement to use the deck to which such Unit has direct access subject to any maintenance requirements adopted pursuant to the Condominium Trust; and (c) each Unit Owner shall have the exclusive right to use two (2) assigned outdoor parking spaces as set forth in the first deed to such Unit or by subsequent document of record.

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 herein 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, girders, beams, vents, supports, party walls, common walls, main walls, and roofs;
- C. all conduits, ducts, pipes, plumbing, wiring, sprinklers and other facilities for the furnishing of the utility services which are contained in portions of the Building (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 sillcocks serving Common Areas and Facilities;
- 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; Provided, however, the foregoing are subject to the exclusive right and easement to use as hereinafter set forth.
- F. Outside parking spaces now existing or hereafter to be constructed, subject to the right of the designated Unit Owner to the exclusive use of two (2) assigned parking spaces.
- G. the decks, if any, 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 shall have an easement for the exclusive use of such deck subject to the right of the Condominium Trust to provide requirement concerning the maintenance thereof.
- H. all building entry ways/stairs, if any.

Each Unit shall be entitled to an undivided interest in the Common Areas and Facilities. The percentage interest of each Unit in Phase 1 is shown on Exhibit "B" attached hereto. Such percentage interest shall be changed as the subsequent Phases may be included in the Condominium, and shall be as set forth in the Amendment to the Master Deed creating 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.

Each Unit is conveyed with a perpetual and unrestricted right of ingress and egress to said Unit.

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) the 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, without the consent of any Unit Owner or Mortgagee, 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 as anticipated, 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 Building and Units showing the layout, location, unit numbers, and dimensions of the Units and bearing the verified statement of a Land Surveyor that said plans fully and accurately depict the same as built, are the Floor Plans to be recorded herewith and entitled, "Phase I Floor Plan of North Woods Condominium, North Woods Circle, Woburn, Mass., Scale $\frac{1}{4}$ "=1', dated February 6, 1989, Albert A. Romano, Surveyor."

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, 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 permitted by the Zoning Ordinance of the City of Woburn. 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. 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, 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 except as provided by the Zoning Ordinance of the City of Woburn and provided in Section 8A herein.
- 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, 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 a minimum initial term of 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. 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 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, without the consent of any Unit Owner or Mortgagee, to make, execute and record special amendment(s) ("Special Amendments") to this Master Deed (1) to comply with re-

quirements 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 no longer holds or controls title to a Unit. 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 8 hereof, or any other provisions contained in the Master Deed or any amendments thereto, the right at any time prior to December 31, 1995, 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) Phase 2 and Phase 3 together with the Buildings thereon and all improvements therein. Any such Amendment shall contain with respect to 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 such subsequent Phase is added, the percentage interest in the Common Areas and Facilities of each Unit Owner in Phase 1 will decrease to the percentage interest set forth in the particular Amendment establishing such subsequent Phase and the percentage interest in the Common Areas and Facilities of the Phase being added by such Amendment shall be as set forth in such Amendment, all consistent with the provisions of Sections 2 and 3 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. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to add such Phases and to vote in favor of, make, or consent to any such Phasing 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 acknowledged of, and a consent to the reservation of, the power to the Declarant as expressed herein.

Provided, however, that all improvements intended for a future phase will be substantially completed prior to the amendment adding said phase. Further, the improvements of future phases shall be required to be consistent with the initial improvements in terms of quality of construction.

10. UNIT OWNER ORGANIZATION

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is North Woods 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 and address of the original and present Trustees thereof are as follows:

- (1) James R. Cennerazzo of Woburn, Massachusetts; and
- (2) John L. Cennerazzo of Woburn, Massachusetts.

Until further notice, the mailing address of the Trust is c/o 15 Winter Street, Woburn, MA 01801.

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 set forth therein and Rules and Regulations promulgated pursuant thereto, 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, 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 which may be adopted shall be restricted as follows:
- (1) The Condominium Trust may not restrict a unit owner's right to sell, transfer or convey his/her unit, except that reasonable limitations that restrict occupancy to persons of certain age groups will be allowed if and only if same are legally valid and necessary to maintain the character of the condominium development.
 - (2) In the event of a proposed sale by a unit owner, the Trust may be granted a right of first refusal to purchase the unit (or to provide a substitute buyer) at the same price and under the same terms and conditions that would be offered to any other purchaser, as long as:
 - (a) the right to purchase is exercisable only as a means of insuring owner occupancy of the unit that is being sold, or for some other valid purpose that serves the best interests of the Condominium Trust;

- (b) the right to purchase and the manner in which the Condominium Trust exercises it comply with applicable law; and
 - (c) the right to purchase may be exercised only if the Condominium Trust gives the unit owner written notice of its intent to exercise the option within 30 days after it received the unit owner's notice of the proposed sale and then only if the owners' association (or its substitute buyer) has the ability to exercise due diligence in completing the purchase of the unit promptly and properly.
- (3) The Condominium Trust will not have any right of first refusal with respect to any lease, sale, or transfer of a unit in connection with a mortgage foreclosure (or the acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer by the mortgage holder or other party who acquired the unit in connection with the foreclosure or deed-in-lieu.
- B. 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. Subsequent common charges are not relieved, however.
 - C. 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;
 - D. 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;
 - E. A first mortgagee (and any eligible mortgage holder or eligible insurer or guarantor as defined in the Federal National Mortgage Association's Guidelines as presently constituted and as from time to time amended), 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.
- (2) Other Provisions for Eligible Mortgage Holders: (as defined in paragraph E 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 upon written request an audited financial statement of the Condominium Trust for the immediately preceding fiscal year, if available. If same is not

available, any mortgage holder will be allowed to have an audited statement prepared at its own expense.

F. Amendment to Documents: The Unit Owners shall have the right to amend the Condominium Documents as heretofore provided. Eligible mortgage holders also have the right to join in the decision making about certain amendments to the Condominium Documents. Therefore, unless a greater percentage is otherwise provided by law, material amendments of the Condominium Documents must be agreed to:

- (1) by Unit Owners representing at least sixty-seven (67%) percent of the total allocated votes of Unit Owners; and
- (2) by eligible mortgage holders representing at least fifty-one (51%) percent of the votes of Units that are subject to mortgages held by eligible mortgage holders.

A change to any of the following would be considered material:

- (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) redefinition of any Unit boundaries;
- (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) a decision by the owners' association to establish self-management when professional management had been required previously by an eligible mortgage holder;

- (m) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (n) any action to terminate the legal status of the project after substantial destruction or
- (o) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Any determination by the Unit Owners to terminate the legal status of the Condominium for reasons other than the substantial destruction or condemnation of the Condominium property shall require assent of the eligible mortgage holders representing at least sixty-seven (67%) percent of the votes of the mortgaged units.

Further provided that implied approval of a mortgagee shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

- G. Any agreement for professional management of the Condominium or any other contract providing for services of the Declarant may not exceed two (2) years. Any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- H. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessment.
- I. To insure that the Condominium Trust will have the funds to meet the unforeseen expenditures or to purchase any additional equipment or services, there shall be established a working capital fund at least equal to two months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed or when control of the project is transferred to the owners'

association, whichever is earlier. When control of the project is transferred, the working capital fund should be transferred to the owners' association for deposit to a segregated fund. Prior to the "turnover event" while the Declarant or its nominees are Trustees, the Trust cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs or to make up any budget deficits. When unsold units are sold, the Declarant may use funds collected at closing to reimburse itself for funds it paid the owners' association for each unsold unit's share of the working capital fund.

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 10th day of February , 1989.

NORTH DEVELOPMENT TRUST

By: James R. Cennerazzo
James R. Cennerazzo, Trustee

By: John L. Cennerazzo
John L. Cennerazzo, Trustee

STATE OF FLORIDA

Indian River , ss.

February 10th, 1989

Then personally appeared the above-named James R. Cennerazzo, as Trustee of North Development Trust, and acknowledged the foregoing instrument to be the free act and deed of said Trust, before me,

Barbara K. Reed
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 11, 1990
BONDED THRU GENERAL INS. UND.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

February 16 , 1989

Then personally appeared the above-named John L. Cennerazzo, as Trustee of North Development Trust, and acknowledged the foregoing instrument to be the free act and deed of said Trust, before me,

Lee A. D'Arcangelo
Notary Public LEE A. D'ARCANGELO
My commission expires: August 26, 1994

EXHIBIT A

PARCEL ONE:

A certain parcel of land with the buildings thereon situated in Woburn, Middlesex County, Massachusetts, shown as Lot B on plan entitled "Subdivision Plan of Land in Woburn, Mass. Scale: 1"=50' Date: May 20, 1969, Eugene J. Mulligan, Reg. Land Surveyor, 19 Perry St., Somerville, Mass." recorded with Middlesex South District Registry of Deeds in Book 11605, Page 682.

Said Lot B contains 3.01 acres, according to said plan.

EXCEPTING therefrom Parcel "A" as shown on plan entitled "Plan of Land in Woburn, Mass. Scale 1"=60' April 24, 1983" recorded with Middlesex South District Registry of Deeds in Book 15373, Page 576.

Said Parcel "A" contains 19,139 square feet, according to said plan.

PARCEL TWO:

A certain tract of land situated in said Woburn, known as 25 Webster Street, bounded and described as follows:

Beginning at the Southeasterly corner of the premises at a point in the Northerly line of Webster Street at land formerly of Bond and Tidd; thence

NORTHWESTERLY	one hundred fifty-two and 40/100 (152.40) feet; thence
NORTHEASTERLY	seventy-five and 00/100 (75.00) feet; thence
SOUTHEASTERLY	one hundred fifty-two and 00/100 (152.00) feet; thence
SOUTHWESTERLY	along Webster Street, seventy-five and 08/100 (75.08) feet to the point of beginning.

For title reference of Parcel One and Parcel Two, see Deed of James R. Cennerazzo and Elaine A. Cennerazzo to James R. Cennerazzo, Trustee of North Development Trust, dated January 12, 1989 and recorded with Middlesex South District Registry of Deeds in Book 19597, Page 188.

PARCEL THREE:

A certain parcel of land with the buildings thereon, situated in Woburn, Middlesex County, Massachusetts and being bounded and described as follows:

Beginning on the northerly side of Webster Street running southwesterly one hundred seventy-two and 57/100 (172.57) feet by Webster Street, thence northwesterly one hundred fifty-two and 40/100 (152.40) feet, thence southwesterly seventy-five and 00/100 (75.00) feet, thence southeasterly one hundred fifty-two and 00/100 (152.00) feet, thence southwesterly one hundred

forty-two and 49/100 (142.40) feet by Webster Street, thence northwesterly two hundred sixty-nine and 28/100 (269.28) feet, thence northeasterly one hundred twenty-nine and 93/100 (129.93) feet, thence northwesterly two hundred thirty-nine and 55/100 (239.55) feet, thence northeasterly three hundred ninety and 22/100 (390.22) feet, thence southeasterly three hundred fourteen and 00/100 (314.00) feet, thence southwesterly seventy-five and 00/100 (75.00) feet, thence southeasterly two hundred thirty-three and 76/100 (233.76) feet to the point of beginning.

Said parcel is shown as Lot 10 on Land Court Plan No. 22273D.

Said parcel containing 4.63 acres.

For title reference, see Certificate of Title No. 184640 in Book 1053, Page 90.

Said Parcel Three is subject to a Complaint for Land Court Deregistration to be filed with the Land Court, pertaining to Lot 10 as shown on Land Court Plan No. 22273D under Certificate of Title No. 184640 in Book 1053, Page 90.

ALL OF THE ABOVE PARCELS ARE SUBJECT TO THE FOLLOWING:

Special Permit to allow for the construction of seventeen (17) detached townhouses, filed with the Land Registration Office for the South Registry District of Middlesex County as Document No. 759205, noted on Certificate of Title No. 146028 in Registration Book 860, Page 78 and recorded with said Deeds as Instrument No. 367 on February 10, 1989.

Easement to Boston Edison Company and New England Telephone and Telegraph Company filed with the Land Registration Office for the South Registry District of Middlesex County as Document No. 759207 noted on Certificate of Title No. 146028 in Registration Book 860, Page 78 and recorded with the Middlesex South District Registry of Deeds in Book 18642, Page 516.

Order of Conditions issued by the Woburn Conservation Commission filed with the Land Registration Office for the South Registry District of Middlesex County as Document No. 759206 noted on Certificate of Title No. 146028 in Registration Book 860, Page 78 and recorded with said Deeds as Instrument No. 368 on February 10, 1989.

Mortgage, Assignment of Lease Rentals and UCC Financing Statement to the Woburn Five Cents Savings Bank dated November 10, 1988 and filed with the Land Registration Office for the South Registry District of Middlesex County as Document No. 787653, 787654 and 787655, respectively and recorded with said Deeds in Book 19465, Page 374, Book 19465, Page 385 and Book 19465, Page 391, respectively.

EXHIBIT "B"
NORTH WOODS CONDOMINIUM
PHASE 1

<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Area (sq. ft.) *</u>	<u>No. of Rooms **</u>	<u>Proportionate Interest ***</u>
1	C	1550	5	6.37%
2	C	1550	5	6.38%
3	B	1422	5	6.05%
4	B	1422	5	6.05%
5	A	1550	6	6.37%
6	A	1550	6	6.37%
7	B	1422	5	6.05%
8	B	1422	5	6.05%
9	B	1422	5	6.05%
10	B	1422	5	6.05%
11	A	1550	6	6.37%
12	A	1550	6	6.37%
13	A	1550	6	6.37%
14	A	1550	6	6.37%
15	A	1550	6	6.37%
16	A	1550	6	6.37%

All A units are Town House Style Units of two floors above-ground consisting of BR, BR, D, K, LR/DA, BM, B and $\frac{1}{2}$ B and have access to the common areas and facilities from the front door and dining room. Such access is to the walkway or deck.

All B units are Town House Style Units of two floors above-ground consisting of BR, D, K, LR/DA, BM, B and $\frac{1}{2}$ B and have access to the common areas and facilities from the front door and dining room. Such access is to the walkway or deck.

All C units are Town House Style Units of two floors above-ground consisting of BR, BR, K, LR/DA, BM, B and $\frac{1}{2}$ B and have access to the common areas and facilities from the front door and dining room. Such access is to the walkway or deck.

*Area excludes deck, all deck are approximately 80 square feet.

**Basement included in count.

***The percentage interests set forth herein are correct for Phase 1, and are subject to change as set forth in the Master Deed, as from time to time amended, as additional Phases are added. As subsequent Phases are 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.

B = Bath	BR = Bedroom	LR/DA = Living Room/Dining Area
K = Kitchen	D = Den	BM = Basement
