

QUAIL RUN CONDOMINIUM

ELEVENTH AMENDMENT OF MASTER DEED

REFERENCE is made to the Master Deed of Quail Run Condominium which Master Deed dated January 22, 1987 was recorded with Middlesex South District Registry of Deeds on January 28, 1987 in Book 17820, Page 242; and

WHEREAS, it is provided in Article 9 of the Master Deed that the Declarant thereof reserves the right to amend the Master Deed so as to add Phases to the Condominium and submit the same to the provisions of M.G.L. c., 183A; and

WHEREAS, the original Declarant on various occasions amended said Master Deed to include Phases 1, 2, 3, 4 and 5 thereof and constructed all of said Phases, but failed to further amend said Master Deed to provide for or construct Phase 6 and any subsequent Phases together to include the last seventeen (17) units originally contemplated by said Master Deed, and said development rights therefor have expired; and

WHEREAS, the Trustees of the Quail Run Condominium Association, with proper authority from the Unit Owners and in accordance with M.G.L. Chapter 183A, amended said Master Deed by Amendment dated December 20, 1999 recorded in said Deeds in Book 31127, Page 62 there by reviving the Development Rights in said Trustees as "Declarant" to construct an additional seventeen (17) units in various Phases; and

WHEREAS, subsequent thereto the Trustees sold the Development Rights to said seventeen (17) units to J. Thomas Devaney, Trustee of Tomaryan Realty Trust, w/d/t dated April 19, 1984 and recorded with said Deeds in Book 18806, Page 89 referred to therein as "Builder" (hereinafter "Devaney"), by Instrument of Sale, Transfer and Assignment of Phasing and Developer Rights dated March 18, 2002 and recorded in said Deeds in Book 35092, Page 344;



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NOW THEREFORE, said Master Deed as amended of record, is hereby further amended in accordance with Article 9 of said Master Deed and the terms and conditions of the Instrument of Sale Transfer and Assignment of Phasing and Developer Rights, and Devaney, as Builder and the owner of said Development Rights, hereby submits the land and buildings and improvements thereon and all easement rights and appurtenances belonging thereto to the provisions of M.G.L. c. 183A and hereby states that he proposes to create and does hereby create with respect to said land, Phase 6 of Quail Run Condominium to be governed by and subject to the provisions of M.G.L. c. 183A. Said Phase 6 shall be subject to and have the benefits of said Master Deed and the Trust of Quail Run Condominium, as amended.

1. Description of Buildings in Phase 6

Phase 6 (Vine Brook Way) consists of one building containing three (3) units (as well as garage spaces), each unit being two (2) stories in height above mean grade.

The plan of land is entitled "Quail Run Condominium Plan of Land in Woburn, Mass.", dated January 14, 2003, by Hayes Engineering, Inc., which plan is recorded herewith (hereinafter referred to as "Site Plan as amended") showing Phase 6, the location of the buildings and improvements thereon and the land and the areas on which subsequent Phases may be built.

The building in Phase 6 is constructed principally of poured concrete foundations, wood frame construction, vinyl siding exterior and pitched asphalt shingled roofs.

2. Description of Units

The designation of each Unit in Phases 1, 2, 3, 4, 5 and 6, 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 areas until further amendment of the Master Deed

are set forth in Exhibit "B" attached hereto and incorporated herein by reference. The location and layout of each Unit in Phase 6, the location of the rooms therein and other descriptive specifications thereof are as shown on a two page plan entitled "Quail Run Condominium Building 1, 1-2-3 Vine Brook Way, Woburn, Mass. 01801", dated December 6, 2002 by Architectural Partners, Inc., 103 Morse Street, Watertown, MA, which plan is recorded herewith.

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 window, including storm windows and skylights, the exterior surface of the glass and of the window and skylight frame.

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 the Master Deed as amended, and will have the benefit of the right to use the Common Areas and other Facilities in common with others entitled thereto, except; (a) the owner of each Unit shall 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 and an assigned outdoor parking space as set forth in the first

deed to such Unit or in a subsequent instrument or conveyance from the Builder to such Unit Owner.

3. Description of the Common Areas and Facilities

The Common Areas and Facilities of the Condominium comprise and consist of those items set forth in Article 4 of the Master Deed of Quail Run Condominium and set forth under the definition of Common Areas and Facilities of said Chapter 183A, Section 1 as from time to time amended.

4. Use of the Units

The purpose for which the buildings and the units are intended is residential use as more fully described in Article 8 of the Master Deed.

5. Unit Owner's Organization

The condominium shall be managed by the Trustees of the Quail Run Condominium Trust as set forth in the Master Deed.

6. Master Deed Incorporated By Reference

Each of the Units and the Common Elements in Phase 6 shall be subject to the Master Deed and any amendments thereto, the Unit Deed, the Trust and any and all rules and regulations promulgated pursuant thereto and any amendments thereto. The provisions of the Master Deed, as amended, are hereby incorporated by reference into this Amendment and shall apply to Phase 6 and the Units and Common Elements included therein as if they had been completely set forth herein.

EXECUTED as a sealed instrument this 30th day of January, 2003.

TOMARYAN REALTY TRUST

J. Thomas Devaney
J. Thomas Devaney, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

January 30, 2003

Then personally appeared the above-named J. Thomas Devaney, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed, before me.

[Signature]
Notary Public

My Commission Expires:

6/3/05
12:00 PM

QUAIL RUN CONDOMINIUM TRUST

TRUSTEE'S ACTION, AUTHORIZATION AND CONSENT

We the undersigned, being at least a majority of the Trustees currently in office of the Quail Run Condominium Trust under declaration of Trust dated January 22, 1987 and recorded in Middlesex South District Registry of Deeds in Book 17820, Page 266, as amended by Instruments of record, pursuant to Article III, Section 4 of said Trust, and collectively the Declarant under an Instrument of Sale, Transfer and Assignment of Phasing and Developer Rights dated March 18, 2002 and recorded in said Deeds in Book 35092, Page 344, pursuant to the terms of said Instrument of Sale, hereby certify that Units 1, 2 and 3 Vine Brook Way, all located in Building One, Phase 6, are in compliance with the provisions of said Instrument of Sale and said Units are hereby released from each and every provision of said Instrument of Sale except for the provisions of Section 1.M and Section 1.N thereof. We further state that said Units 1, 2 and 3 have been built in accordance with the terms and conditions of said Instrument of Sale and the Design and Construction Parameters incorporated therein. To the extent necessary or required to create Phase 6, the undersigned Trustees hereby authorize and consent to the creation of Phase 6 in accordance with the terms and conditions of the Amendment to Master Deed and Declaration of Trust of the Quail Run Condominium Association dated December 20, 1999 and recorded in said Deeds in Book 31127, Page 62, and the terms and conditions of said Instrument of Sale, and hereby authorize and consent to the sale of Units 1, 2 and 3 in Building One of Phase 6 by J. T. Devaney, Trustee as aforesaid.

EXECUTED as a sealed instrument this 30th day of January, 2003.

Frank Pedulla
Joel [Signature]
[Signature]

Carl [Signature]

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

January 31, 2003

Then personally appeared the above named F. Peduly, A. Duro, L. Clayton, J. Albert one of the duly authorized Trustees of Quail Run Condominium Trust, and acknowledge the foregoing instrument to be his/her free act and deed as Trustee, before me.

James E. Boyle
Notary Public

My Commission Expires: Feb 2008

EXHIBIT "B"

QUAIL RUN CONDOMINIUM PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5 and PHASE 6

<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Area (sq. ft.)</u> unit basement	<u>No. of Rooms</u>	<u>Proportionate Interest Phase 6</u>
<u>Johnson's Grant</u> Building 1	1 Johnson's Grant	B	1367	5	1.18087
Building 1	2 Johnson's Grant	A	1190	5	1.0586
Building 1	3 Johnson's Grant	A	1190	5	1.0586
Building 1	4 Johnson's Grant	C	1542	6	1.3069
<u>Johnson's Grant</u> Building 2	5 Johnson's Grant	C	1542	6	1.3069
Building 2	6 Johnson's Grant	A	1190	5	1.0586
Building 2	7 Johnson's Grant	A	1190	5	1.0586
Building 2	8 Johnson's Grant	B	1367	5	1.18087
<u>Johnson's Grant</u> Building 3	9 Johnson's Grant	B	1367	5	1.18087
Building 3	10 Johnson's Grant	C	1542	6	1.3069
Building 3	11 Johnson's Grant	C	1542	6	1.3069
<u>Saw Mill Brook Way</u> Building 1	1 Saw Mill Brook Way	B	1367	5	1.18087
Building 1	2 Saw Mill Brook Way	A	1190	5	1.0586
Building 1	3 Saw Mill Brook Way	A	1190	5	1.0586
Building 1	4 Saw Mill Brook Way	C	1542	6	1.3069
Building 1	5 Saw Mill Brook Way	C	1542	6	1.3069

EXHIBIT "B"

**QUAIL RUN CONDOMINIUM
PHASE 6 - Continued**

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<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Proportionate</u>		<u>No. of Rooms</u>	<u>Interest Phase 6</u>
			<u>Approximate Area (sq. ft.)</u> unit	<u>basement</u>		
<u>Saw Mill Brook Way</u>						
Building 2	6 Saw Mill Brook Way	B	1367	785	5	1.2458
Building 2	7 Saw Mill Brook Way	A	1190	608	5	1.11973
Building 2	8 Saw Mill Brook Way	A	1190	608	5	1.11973
Building 2	9 Saw Mill Brook Way	C	1542	1172	6	1.3681
Building 2	10 Saw Mill Brook Way	C	1542	1172	6	1.3681
Building 2	11 Saw Mill Brook Way	A	1190	608	5	1.11973
Building 2	12 Saw Mill Brook Way	B	1367	785	5	1.2458
<u>Saw Mill Brook Way</u>						
Building 3	13 Saw Mill Brook Way	B	1367	785	5	1.2458
Building 3	14 Saw Mill Brook Way	C	1542	1172	6	1.3681
Building 3	15 Saw Mill Brook Way	C	1542	1172	6	1.3681
Building 3	16 Saw Mill Brook Way	A	1190	608	5	1.11973
Building 3	17 Saw Mill Brook Way	B	1367	785	5	1.2458
<u>Kendall's Way</u>						
Building 1	1 Kendall's Way	B	1367	785	5	1.2458
Building 1	2 Kendall's Way	A	1190	608	5	1.11973
Building 1	3 Kendall's Way	A	1190	608	5	1.11973
Building 1	4 Kendall's Way	B	1367	785	5	1.2458

EXHIBIT "B"

**QUAIL RUN CONDOMINIUM
PHASE 6 - Continued**

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<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate Area (sq. ft.)</u> unit basement		<u>Proportionate No. of Rooms</u>	<u>Interest Phase 6</u>
<u>Kendall's Way</u> Building 2	5 Kendall's Way	B	1367	785	5	1.2458
Building 2	6 Kendall's Way	C	1542	1172	6	1.3681
Building 2	7 Kendall's Way	C	1542	1172	6	1.3681
Building 2	8 Kendall's Way	A	1190	608	5	1.11973
Building 2	9 Kendall's Way	B	1367	785	5	1.2458
<u>Kendall's Way</u> Building 3	10 Kendall's Way	B	1367		5	1.18087
Building 3	11 Kendall's Way	A	1190		5	1.0586
Building 3	12 Kendall's Way	A	1190		5	1.0586
Building 3	13 Kendall's Way	C	1542		6	1.3069
Building 3	14 Kendall's Way	C	1542		6	1.3069
Building 3	15 Kendall's Way	A	1190		5	1.0586
Building 3	16 Kendall's Way	B	1367		5	1.18087
<u>Kendall's Way</u> Building 4	17 Kendall's Way	C	1542		6	1.3069
Building 4	18 Kendall's Way	C	1542		6	1.3069
<u>Michael's Green</u> Building 1	1 Michael's Green	B	1367		5	1.18087
Building 1	2 Michael's Green	C	1542		6	1.3069

EXHIBIT "B"

QUAIL RUN CONDOMINIUM
PHASE 6 - Continued

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<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Proportionate</u>		<u>Interest</u> <u>Phase 6</u>	
			<u>Area (sq. ft.)</u> <u>unit</u> <u>basement</u>	<u>No. of</u> <u>Rooms</u>		
<u>Michael's Green</u> Building 1	3 Michael's Green	C	1542		6	1.3069
Building 1	4 Michael's Green	B	1367		5	1.18087
<u>Michael's Green</u> Building 2	5 Michael's Green	B	1367		5	1.18087
Building 2	6 Michael's Green	C	1542		6	1.3069
Building 2	7 Michael's Green	C	1542		6	1.3069
Building 2	8 Michael's Green	B	1367		5	1.18087
<u>Michael's Green</u> Building 3	9 Michael's Green	B	1367	785	5	1.2458
Building 3	10 Michael's Green	A	1190	608	6	1.11973
Building 3	11 Michael's Green	A	1190	608	6	1.11973
Building 3	12 Michael's Green	C	1542	1172	5	1.3681
Building 3	13 Michael's Green	C	1542	1172	6	1.3681
Building 3	14 Michael's Green	A	1190	608	6	1.11973
Building 3	15 Michael's Green	B	1367	785	5	1.2458
<u>Douglas Green</u> Building 1	1 Douglas Green	B	1460		5	1.2573
Building 1	2 Douglas Green	B	1460		5	1.2573
Building 1	3 Douglas Green	C	1542		6	1.3069

EXHIBIT "B"

QUAIL RUN CONDOMINIUM
PHASE 6 - Continued

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<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Proportionate</u> <u>Approximate</u> <u>Area (sq. ft.)</u>		<u>No. of</u> <u>Rooms</u>	<u>Interest</u> <u>Phase 6</u>
			<u>unit</u>	<u>basement</u>		
<u>Douglas Green</u> Building 1	4 Douglas Green	C	1542		6	1.3069
<u>Douglas Green</u> Building 2	5 Douglas Green	B	1460		5	1.2573
Building 2	6 Douglas Green	B	1460		5	1.2573
Building 2	7 Douglas Green	C	1542		6	1.3069
Building 2	8 Douglas Green	C	1542		6	1.3069
<u>Douglas Green</u> Building 3	9 Douglas Green	B	1460	878	5	1.2967
Building 3	10 Douglas Green	B	1460	878	5	1.2967
Building 3	11 Douglas Green	C	1542	1172	6	1.3681
Building 3	12 Douglas Green	C	1542	1172	6	1.3681
<u>Douglas Green</u> Building 4	13 Douglas Green	C	1542		6	1.3069
Building 4	14 Douglas Green	C	1542		6	1.3069
Building 4	15 Douglas Green	B	1460		5	1.2573
Building 4	16 Douglas Green	B	1460		5	1.2573
<u>Vine Brook Way</u> Building 1	1 Vine Brook Way	C	1982	1260	6	1.7510
Building 1	2 Vine Brook Way	C	2001	1256	6	1.7510

EXHIBIT "B"

**QUAIL RUN CONDOMINIUM
PHASE 6 - Continued**

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<u>Location</u>	<u>Unit No.</u>	<u>Unit Type</u>	<u>Approximate</u>		<u>Proportionate</u> <u>No. of</u> <u>Rooms</u>	<u>Interest</u> <u>Phase 6</u>
			<u>Area (sq. ft.)</u> <u>unit</u>	<u>basement</u>		
<u>Vine Brook Way</u> Building 1	3 Vine Brook Way	B	1742	889	6	1.5578

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, (except in Phase 6 and thereafter, said Unit also has a DN) 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, (except in Phase 6 and thereafter, said Unit also has a 1/2 B and L) 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,	DN = Den,
B = Bath,	BR = Bedroom,	FR = Family Room,	L = Loft
1/2 B = 1/2 Bath			
