



2010 00002248
Bk: 45949 Pg: 1 Doc: MD
Page: 1 of 148 01/11/2010 02:18 PM

Attested hereto

Francis M. Roache

Francis M. Roache
Register of Deeds

MASTER DEED
OF
THE LOFTS AT WESTINGHOUSE CONDOMINIUM

One Westinghouse Plaza
Boston (Hyde Park), Massachusetts

⑧ Plan 2010 Page 6
Book _____

① Plan 2010 Page 5
Book _____

MASTER DEED
OF
THE LOFTS AT WESTINGHOUSE CONDOMINIUM

One Westinghouse Plaza
Boston (Hyde Park), Massachusetts

TABLE OF CONTENTS

1.	Definitions	2
2.	Name of Condominium	7
3.	Description of the Land and Improvements of the Primary Condominium ..	7
4.	Description of the Premises	9
5.	Description of Units	9
6.	Common Elements	10
	A) General Common Elements	11
	B) Limited Common Elements	12
	C) Parking	12
	D) General Provisions	13
	1) Determination of Percentage Interests	13
	2) Common Elements to Remain Undivided	13
	3) Easements to Use General Common Elements	13
	4) Rights in Common Elements Subject to Master Deed, Etc.	13
	5) Rights of Access of the Board and the Primary Board	13
	6) Encroachment	14
	7) Additional Utility Easements	14
	8) Security	14
	9) Easements to Facilitate Sales or Leasing of the Primary Unit or Units	14
7.	Plans	15
8.	Use and Maintenance of Units	15
	A) Generally	15
	B) Rentals	15
	C) Compliance with Bylaws	16
	D) Rights of Declarant.	16
	E) Changes in Permitted Use	16
	F) Pets	16
	G) Legal Requirements	17
	H) Nuisance Uses	17
	I) Maintenance of Units.	17
	J) Benefit of Restrictions; Enforcement	18
9.	Alteration and Combination of Units	19
10.	Amendments to Master Deed	20
11.	Organization of Unit Owners	22
12.	Termination of Condominium	23
13.	Miscellaneous	23
	A) Chapter 183A	23
	B) Covenants Running with the Land.	23
	C) Board's Right to Cure	24
	D) Subordination of Primary Condominium Association Liens	24
	E) Declarant as Owner of Unsold Units	24
	F) References to Declarant and Unit Owners	24
	G) Construction	25
	H) Invalidity	25

I) Covenant of Further Assurances	25
J) Waiver	26
K) Captions, Context	26
L) Counterparts	26
M) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association	26

MASTER DEED
OF
THE LOFTS AT WESTINGHOUSE CONDOMINIUM

Mother Brook, LLC, a Delaware limited liability company, with an address at 39 Brighton Avenue, Boston, MA 02134 (hereinafter collectively sometimes called the "Declarant"), being the sole owner of Primary Unit 6 (hereinafter sometimes referred to as the "Premises"), one of six (6) units (the "Primary Units") in the Mother Brook Condominium, a condominium created by Declarant by Master Deed, dated July 12, 2006 and recorded on July 13, 2006 with the Suffolk District Registry of Deeds (the "Registry") in Book 39983, Page 289, as amended and restated by that certain Amended and Restated Master Deed, of even date herewith and recorded with the Registry immediately prior hereto (as so amended and restated, the "Primary Master Deed"), and pursuant to Article 15 of the Primary Master Deed, by duly executing and recording this Master Deed as of the 23rd day of December, 2009, does hereby submit said Premises to the provisions of Chapter 183A of the Massachusetts General Laws, as amended, and proposes to create, and hereby does create, a condominium to be governed by and subject to the provisions of said Chapter 183A and to that end hereby declares and provides as follows:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE RIGHTS AND OBLIGATIONS HEREUNDER OF THE UNIT OWNERS AND MORTGAGEES OF THE MARKET RATE UNITS ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THE ARTIST HOUSING AGREEMENT, AND THE RIGHTS AND OBLIGATIONS HEREUNDER OF THE UNIT OWNERS AND MORTGAGEES OF THE AFFORDABLE UNITS ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THE AFFORDABLE HOUSING AGREEMENT (AS SUCH TERMS ARE DEFINED IN SECTION 1 BELOW). IN ACCORDANCE WITH THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, RESPECTIVELY, THE MARKET RATE UNITS AND THE AFFORDABLE UNITS SHALL EACH BE SUBJECT TO CERTAIN COVENANTS, LIMITATIONS AND RESTRICTIONS WHICH SHALL BE SET FORTH IN RIDERS TO THE UNIT DEEDS TO SUCH UNITS, INCLUDING, WITHOUT LIMITATION, PROVISIONS RESTRICTING THE OCCUPANCY, RENTAL AND SALE OF SUCH UNITS AND LIMITING CERTAIN OTHER RIGHTS OF THE UNIT OWNERS AND THE MORTGAGEES OF SUCH UNITS, ALL IN ACCORDANCE WITH THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, AS APPLICABLE. EACH UNIT OWNER AND EACH MORTGAGEE OF A MARKET RATE UNIT OR OF AN AFFORDABLE UNIT, BY ACCEPTANCE AND RECORDATION OF A UNIT DEED OF OR MORTGAGE ON SUCH UNIT, SHALL THEREBY BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO THE TERMS AND CONDITIONS OF SAID ARTIST HOUSING AGREEMENT OR AFFORDABLE HOUSING AGREEMENT, AS THE CASE MAY BE, TO THE EXTENT APPLICABLE TO SUCH UNIT, AND TO ANY AMENDMENT OF THIS MASTER DEED REQUIRED IN CONNECTION THEREWITH.

1. DEFINITIONS

In this Master Deed, the following words and phrases shall have the following meanings:

Affordable Housing Agreement: The Lofts at Westinghouse Project Affordable Housing Agreement dated as of March 20, 2008 by and between the Authority and Declarant, a true and complete copy of which is attached hereto as Exhibit C.

Affordable Unit(s): Each of the nine (9) Units in the Condominium, known and numbered as Unit No. 201, 206, 211, 212, 215, 217, 302, 304, and 331. The Market Rate Units are further described in Exhibit B to the Affordable Housing Agreement and are subject to the restrictions and limitations set forth therein.

Artist: Any person who has received an Artist Certificate (as such term is defined in the Artist Housing Agreement and the Affordable Housing Agreement) from the Authority; provided, however, that with respect to any Market Rate Unit or Affordable Unit which, in accordance with the terms of the Artist Housing Agreement or the Affordable Housing Agreement, as the case may be, is not subject to the requirement that it be occupied by an Authority-certified artist, the term "Artist" shall mean any person who regularly engages in the creation of fine or applied arts.

Artist Housing Agreement: The Lofts at Westinghouse Project Artist Housing Agreement dated as of March 20, 2008 by and between the Authority and Declarant, as amended by the First Amendment to Artist Housing Agreement dated as of December 17, 2008, by and between the Authority and the Declarant, true and complete copies of which are attached hereto as Exhibit D.

Authority: The Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended.

Board: The Board of Managers of the Condominium Association, as more particularly described in Section 11 of this Master Deed and in the Bylaws.

Building: Any building or buildings now or hereafter located on the Land.

Building A: The structure located on the Land and shown as "Building A" on the Site Plan, which constitutes a Limited Common Area Building, as more particularly described in Section 3 and in the Primary Master Deed.

Building B: The structure located on the Land and shown as "Building B" on the Site Plan, which contains Primary Unit 1, as more particularly described in Section 3 and in the Primary Master Deed.

Building C: The structure located on the Land and shown as "Building C" on the Site Plan, which contains Primary Unit 6, as more particularly described in Section 3 and in the Primary Master Deed.

Building D: The structure located on the Land and shown as “Building D” and Primary Unit 4 on the Site Plan, which contains a portion of Primary Unit 4 and a Limited Common Area Building, as more particularly described in Section 3 and in the Primary Master Deed.

Building E: The structure located on the Land and shown as “Building E” on the Site Plan, which constitutes a Limited Common Area Building, as more particularly described in Section 3 and in the Primary Master Deed.

Building F High Bay: The structure located on the Land and shown as “Building F High Bay” on the Site Plan, which contains Primary Unit 3 and a portion of Primary Unit 5, as more particularly described in Section 3 and in the Primary Master Deed.

Building F Low Bay: The structure located on the Land and shown as “Building F Low Bay” on the Site Plan, which contains a portion of Primary Unit 5, as more particularly described in Section 3 and in the Primary Master Deed.

Building K: The structure located on the Land and shown as “Building K” on the Site Plan, which contains Primary Unit 2, as more particularly described in Section 3 and in the Primary Master Deed.

Building W: The structure located on the Land and shown as “Building W” on the Site Plan, which contains a portion of Primary Unit 4, as more particularly described in Section 3 and in the Primary Master Deed.

Bylaws: The Bylaws of The Lofts at Westinghouse Condominium Association recorded concurrently herewith in the Registry of Deeds, as they may from time to time be amended.

Chapter 183A: Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as it may from time to time be amended.

Commercial Unit: As defined in Section 5.A.

Common Charges: As defined in Article VIII, Section 8.5 of the Bylaws.

Common Elements: As defined in Section 6.

Common Expenses: As defined in Article VIII, Section 8.4 of the Bylaws.

Condominium: The condominium created by this Master Deed, commonly known as “The Lofts at Westinghouse Condominium.”

Condominium Association: The organization of Unit Owners formed pursuant to the provisions of Chapter 183A to manage and regulate the Condominium, as more particularly described in Section 11.

Condominium Documents: This Master Deed and the Bylaws and Rules and Regulations of the Condominium, as the same may be amended from time to time.

Condominium Managing Agent: As defined in Article IV, Section 4.2 of the Bylaws.

Declarant: Mother Brook, LLC, a Massachusetts limited liability company, and its successors and assigns.

Floor Plans: The set of plans for the Condominium to be recorded concurrently with this Master Deed in the Registry of Deeds entitled "The Lofts at Westinghouse, Damon Place, Boston, MA" prepared by Conyngham Associates Architects dated December 22, 2009, consisting of four (4) sheets.

Garage: The structure located on the Land and shown as "Garage" on the Site Plan, which constitutes a Limited Common Area Building, as more particularly described in Section 3 and in the Primary Master Deed.

General Common Elements: As defined in Section 6.A.

Guard Shack: The structure located on the Land and shown as "Guard Shack" on the Site Plan, which constitutes a Primary General Common Element, as more particularly described in Section 3 and in the Primary Master Deed.

Land: As defined in Section 3.

Legal Requirements: As defined in Section 8.G.

Limited Common Area Buildings: As defined in Section 3.

Limited Common Elements: As defined in Section 6.B.

Listed Mortgagee: A Mortgagee of which the Board has received written notice pursuant to and in conformance with the provisions of Article XVI of the Bylaws.

Market Rate Unit(s): Each of the fifty-three (53) Units in the Condominium, known and numbered as Unit No. 202-205, 207-210, 213, 214, 216, 218-223, 301, 303, 305-330 and 332-339. The Market Rate Units are further described in Exhibit B to the Artist Housing Agreement and are subject to the restrictions and limitations set forth therein.

Master Deed: This Master Deed.

Mortgagee: Any holder of a mortgage of record on a Unit, including without limitation, a Listed Mortgagee.

Parking Spaces: As defined in Section 6.C.

Percentage Interest(s): The undivided ownership interest(s) of the Unit Owners in the General Common Elements, as set forth in Exhibit B, attached hereto and incorporated herein by reference, as the same may be adjusted from time to time as permitted herein.

Plans: The site and floor plans depicting the Condominium, as more particularly described in Section 7, as the same may be amended from time to time as permitted herein.

Power House: The structure located on the Land and shown as "Power House" on the Site Plan, which constitutes a Limited Common Area Building, as more particularly described in Section 3 and in the Primary Master Deed.

Premises: Primary Unit 6

Primary Board: The officers of the Primary Condominium Association, as more particularly described in Article 11 of the Primary Master Deed and in the Primary Bylaws.

Primary Bylaws: The bylaws enacted by the Primary Board pursuant to the provisions of Chapter 183A.

Primary Common Elements: The common areas and facilities of the Primary Condominium, consisting of the Primary General Common Elements and the Primary Limited Common Elements, as more particularly described in the Primary Master Deed.

Primary Condominium: The condominium created by the Primary Master Deed, commonly known as the "Mother Brook Condominium."

Primary Condominium Association: The organization of Primary Unit Owners formed pursuant to the provisions of Chapter 183A to manage and regulate the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Condominium Documents: The Primary Master Deed, the Primary Bylaws and the Primary Rules and Regulations, as the same may be amended from time to time.

Primary General Common Elements: The General Common Elements of the Primary Condominium, more particularly described in Section 7.1 of the Primary Master Deed.

Primary Limited Common Elements: The Limited Common Elements of the Primary Condominium, more particularly described in Section 7.2 of the Primary Master Deed.

Primary Master Deed: The Master Deed of the Primary Condominium, dated July 12, 2006 and recorded with the Registry on July 13, 2006 in Book 39983, Page 289, as amended and restated by that certain Amended and Restated Master Deed of Mother Brook Condominium, dated December __, 2009, and recorded with the Registry immediately prior hereto.

Primary Plans: The Site Plan and the plans depicting the Primary Condominium recorded with the Primary Master Deed.

Primary Rules and Regulations: The rules and regulations enacted by the Primary Board pursuant to the provisions of Chapter 183A.

Primary Unit(s): Primary Unit 1, Primary Unit 2, Primary Unit 3, Primary Unit 4, Primary Unit 5 and Primary Unit 6.

Primary Unit 1: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit 2: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit 3: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit 4: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit 5: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit 6: One of the six (6) units of the Primary Condominium, as more particularly described in the Primary Master Deed.

Primary Unit Owner: The record owner of any Primary Unit.

Property: The Land described in and as defined in Section 3, together with all buildings, structures, improvements thereon and all rights and appurtenances thereunto belonging.

Registry: The Suffolk Registry of Deeds in the Commonwealth of Massachusetts.

Residential Unit(s): Each of the fifty-three (53) Market Rate Units and nine (9) Affordable Units.

Rules and Regulations: The rules and regulations enacted by the Board pursuant to the provisions of Chapter 183A.

Site Plan: The plan to be recorded concurrently with this Master Deed in the Registry of Deeds entitled "Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass.," prepared by Harry R. Feldman, Inc., dated November 18, 2009 and certified as of December 16, 2009.

Studio Unit: As defined in Section 5.A.

Unit(s): Each of the sixty-two (62) Residential Units, twelve (12) Studio Units, and four (4) Commercial Units collectively comprising the Condominium.

Unit Owner: The person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units. A lessee of a Unit is not a Unit Owner.

2. NAME OF CONDOMINIUM.

The name of the Condominium shall be "THE LOFTS AT WESTINGHOUSE CONDOMINIUM." The condominium is referred to in this Master Deed as the "Condominium."

3. DESCRIPTION OF THE LAND AND IMPROVEMENTS OF THE PRIMARY CONDOMINIUM.

The Primary Condominium is located on land in Boston (Hyde Park), Suffolk County, Massachusetts described in Exhibit A attached hereto and incorporated herein by reference, and more commonly known and numbered as One Westinghouse Plaza, subject to and with the benefit of all rights, easements, reservations and restrictions of record (the "Land"). The Land is shown on the Site Plan.

The improvements on the Land consist of twelve (12) buildings, which are part of the Primary Condominium, as follows:

Building A, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building A" on the Site Plan. Building A is a four (4) story building with a brick exterior and a rubber roof, and contains approximately 32,119 square feet. Building A is a Limited Common Area Building.

Building B, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building B" on the Site Plan. Building B is a three (3) story building with a brick exterior and a rubber roof, and contains approximately 62,047 square feet. Building B contains Primary Unit 1.

Building C, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building C" on the Site Plan. Building C is a three (3) story building with a brick exterior and a rubber roof, and contains approximately 132,170 square feet. Building C contains Primary Unit 6.

Building D, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building D" and "Primary Unit 4" on the Site Plan. Building D is a two (2) story building with a brick exterior and a rubber roof, and contains

approximately 107,628 square feet. Building D contains a portion of Primary Unit 4 and a Limited Common Area Building.

Building E, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building E" on the Site Plan. Building E is a two (2) story building with a brick exterior and a rubber roof and a one (1) story building with a brick and metal exterior and a rubber roof, and contains approximately 28,720 square feet. Building E is a Limited Common Area Building.

Building F Low Bay, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building F Low Bay" on the Site Plan. Building F Low Bay is a one (1) story building with a brick exterior and a rubber roof, and contains approximately 65,257 square feet. Building F Low Bay contains a portion of Primary Unit 5.

Building F High Bay, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building F High Bay" on the Site Plan. Building F High Bay is a one (1) story building with a brick and metal exterior and a rubber roof, and contains approximately 63,268 square feet. Building F High Bay contains Primary Unit 3 and a portion of Primary Unit 5.

Building K, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building K" on the Site Plan. Building K is a one (1) story building with a brick exterior and a rubber roof, and contains approximately 45,842 square feet. Building K contains Primary Unit 2.

Building W, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as "Building W" on the Site Plan. Building W is a one (1) story building with a metal exterior and a rubber roof, and contains approximately 20,290 square feet. Building W contains a portion of Primary Unit 4.

The Power House, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as the "Power House" on the Site Plan. The Power House is a two (2) story building with a brick exterior and a rubber roof, and contains approximately 12,742 square feet. The Power House is a Limited Common Area Building.

The Garage, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as the "Garage" on the Site Plan. The Garage is a one (1) story building with a stucco exterior and a rubber roof, and contains approximately 1,000 square feet. The Garage is a Limited Common Area Building.

The Guard Shack, the post office address of which is One Westinghouse Plaza, Hyde Park, Massachusetts 02136-2059, is designated as the "Guard Shack" on the Site Plan. The Guard Shack is a one (1) story building with a brick exterior and a rubber roof, and contains approximately 150 square feet. The Guard Shack is a Primary General Common Element.

Building A, the portion of Building D which does not contain Primary Unit 4, Building E, the Power House, and the Garage are sometimes hereinafter collectively referred to as the "Limited Common Area Buildings."

The improvements described above (collectively, the "Buildings") and the Primary Units are shown on the Primary Plans and are more particularly described in the Primary Master Deed.

4. DESCRIPTION OF THE PREMISES.

The Premises consist of Primary Unit 6, as described in the Primary Master Deed and as set forth herein.

Primary Unit 6 is a three (3) story condominium unit consisting of the entirety of Building C. Primary Unit 6 contains approximately 132,170 square feet of floor area, and is shown on Sheets ___ - ___ of the Plans. The boundaries of Primary Unit 6 are the exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building C and the outside plane of the concrete foundation of Building C, it being the intent that Building C be maintained and repaired as completely as possible by the Unit Owner of Primary Unit 6. All areas and facilities that are specifically included as part of the Primary Common Elements or of another Primary Unit are excluded from Primary Unit 6.

The immediate Primary Common Element to which the Premises have access is the Land.

There is appurtenant to the Premises a 24.72% undivided interest in the Primary Common Elements and the right to use the Primary General Common Elements in common with others entitled thereto and, in addition, the right to use the designated areas within the Primary Limited Common Elements, if any, as set forth in Section 7.2 of the Primary Master Deed.

5. DESCRIPTION OF UNITS.

A. The Premises have been subdivided into sixty-two (62) individual Residential Units; twelve (12) artist studios (the "Studio Units"), and four (4) commercial units (the "Commercial Units"). The Units are more particularly described as to designation, location, number of rooms, approximate area, percentage interest in the Common Elements and immediately accessible Common Elements in Exhibit B attached hereto and on the Plans recorded herewith, which are hereby incorporated herein by this reference.

B. The Boundaries of each of the Units with respect to the floors, ceilings and walls thereof are as follows:

- (i) Floors: The top surface of the undecorated concrete floor slab;
- (ii) Interior Walls Separating the Units from other Units or Common Elements: The plane described by the surfaces, on the Unit side, of the studs serving as the framework of each wall separating the Unit from

another Unit, Primary Unit, Common Elements or Primary Common Elements;

- (iii) Exterior Building Walls: The plane described by the interior plane of the wall framing or the interior surfaces of the wall studs or interior surface of the concrete or masonry wall;
- (iv) Ceilings: The unfinished lower surface of the metal decks or steel beams beneath the concrete floor or roof above;
- (v) Exterior Windows: The side of the glass facing the interior of the Unit; and
- (vi) Doors Leading from the Unit to Common Elements or Primary Common Elements: The exterior surface thereof, including the door frames and door glass, such doors being a part of the Unit.

C. Included as part of each Unit are: (1) the front entrance door to the Unit; (2) the interior surface of all windows in such Unit; (3) interior ceilings and floor coverings; (4) air-conditioning and heating components serving only one Unit, whether located within or without the designated boundaries of such Unit; and (5) subject to the following sentence, all space, interior partitions, fixtures and improvements (including, without limitation, sinks, bathtubs, toilets and other plumbing facilities, refrigerators, dishwashers, ovens, and other appliances, and chutes, ducts, conduits or wires serving only one Unit) within the designated boundaries of the Unit. If any chutes, ducts, conduits, wires, bearing walls or columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit shall be deemed a part of that Unit; any portion thereof serving two or more Units but fewer than all Units shall be a Limited Common Element appurtenant to said Units; any portion thereof reserved for the use of and maintained at the cost of all Unit Owners shall be a General Common Element; and any portion thereof serving more than one Primary Unit shall be deemed to be a part of the Primary Common Elements.

D. So long as Units are owned by Declarant, the boundaries of such Units may be changed, modified, combined or subdivided and portions of the Units may be redesignated as Common Elements solely in the discretion of Declarant, provided the same is in accordance with Chapter 183A.

E. The Units have, as appurtenant rights, the undivided percentage interests in the Common Elements as set forth in Exhibit B attached hereto and have the right to use the General Common Elements and Primary Common Elements in common with others entitled thereto.

6. COMMON ELEMENTS.

The common areas and facilities of the Condominium (the "Common Elements") consist of (a) the General Common Elements, as defined below in Section 6.A, and (b) the Limited Common Elements, as defined below in Section 6.B.

A. General Common Elements. The General Common Elements are those areas and facilities of the Condominium that are for the common use of all Unit Owners. Each Unit Owner shall be entitled to an undivided interest in the General Common Elements in the percentages (individually, a "Percentage Interest," or collectively the "Percentage Interests") set forth in Exhibit B, attached hereto and incorporated herein by reference, as the same may be adjusted from time to time, as permitted herein. As of the date of this Master Deed, the General Common Elements include the following:

- (i) any and all common halls, corridors, lobbies, storage rooms, mail rooms, laundry rooms, elevators, stairways, entrances, exits, and mechanical rooms serving the Condominium, as designated on the Plans;
- (ii) walls dividing a Unit from another Unit or from Common Elements, except portions of such walls included within a Unit;
- (iii) conduits, wires, ductwork, and feeders which serve more than one Unit, except those which are Primary Common Elements;
- (iv) all other installations which are used by more than one Unit unless designated as a Limited Common Element;
- (v) for cleaning purposes only, the exterior glass surfaces of all windows bordering the Premises;
- (vi) the Parking Spaces;
- (vii) all other portions of the Condominium designated as General Common Elements on the Plans; and
- (vii) 24.72% undivided interest of Primary Unit 6 in the Primary Common Elements, together with the right of Primary Unit 6 to use the Primary Common Elements in common with others entitled thereto.

Except as otherwise specifically set forth in this Master Deed or the Bylaws, the General Common Elements shall be maintained, operated, repaired and replaced as necessary by the Board, and all costs and expenses thereof shall be assessed among the Unit Owners in accordance with each Unit Owner's Percentage Interest as set forth in Exhibit B, as such Percentage Interest may be adjusted from time to time as permitted herein, except to the extent that the same are necessitated by the negligence, misuse, abuse or neglect of a Unit Owner, its

agents, or invitees, in which event such costs shall be charged to such Unit Owner individually, and the Unit Owner shall be personally liable therefor.

Neither Declarant nor the Primary Board nor the Board shall in any way be liable or responsible to any Unit Owner for any interruption, curtailment, stoppage or suspension of any utilities, including, without limitation, water, sewer, gas and electricity, or for any loss, damage or expense which a Unit Owner may sustain or incur if the quantity, character or supply of services to or from any such utilities is changed or is no longer available or suitable for such Unit Owner's requirements, except to the extent such loss, damage or expense is due to the negligence or willful malfeasance of Declarant, the Primary Board or the Board.

The foregoing provisions shall not constitute any grant of easement rights to the public, and shall be subject to amendment as permitted in this Master Deed.

B. Limited Common Elements. The Limited Common Elements are those areas and facilities of the Condominium that are designated for the exclusive use of one or more, but fewer than all, of the Unit Owners. Except as otherwise specifically set forth in this Master Deed or the Bylaws, the Board shall be responsible for the repair and replacement of such Limited Common Elements, and all costs and expenses thereof shall be assessed among the Unit Owners having rights in such Limited Common Element in proportion that the Percentage Interest of each such Unit Owner bears to the aggregate Percentage Interests in such Limited Common Element of all such Unit Owners, except to the extent that the same are necessitated by the negligence, misuse, abuse or neglect of a Unit Owner, its agents, or invitees, in which event such costs and expenses shall be charged to such Unit Owner individually, and the Unit Owner shall be personally liable therefor.

C. Parking. There are eighty-eight (88) exterior parking spaces located on a portion of the Land which constitutes a Primary Limited Common Element appurtenant to Primary Unit 6, as described in Section 7.2(k) of the Primary Master Deed and this Section 6.C (the "Parking Spaces"). The Parking Spaces are numbered 1 through 88, and are depicted on the Site Plan.

The Parking Spaces shall be a portion of the General Common Elements; provided, however, that notwithstanding anything to the contrary in this Master Deed, Declarant hereby expressly reserves to itself the exclusive right to sell and convey easements for the exclusive use of the Parking Spaces to the Unit Owners. Declarant may sell and convey easements for the exclusive use of one or more Parking Spaces for such consideration as Declarant shall determine, in its sole discretion, and such consideration shall be and remain Declarant's sole property. Declarant shall have the right to grant easements for the exclusive use of Parking Spaces either in unit deeds or by separate instruments. The purchaser of an easement for the exclusive use of a Parking Space shall have the right to convey, rent, license or lease such easement, subject to the terms and conditions of the Primary Condominium Documents, the Condominium Documents, the Artist Housing Agreement and the Affordable Housing Agreement.

The Parking Spaces may be occupied by private noncommercial passenger vehicles only (as that term is defined herein), and may not be used for any purpose except the parking of

vehicles. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking Spaces shall not be used for storage. No walls shall be built around Parking Spaces. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Parking Spaces.

Declarant hereby expressly acknowledges the right of the declarant of the Primary Master Deed (the "Primary Declarant"), pursuant to Section 7.3 of the Primary Master Deed, to relocate any Parking Space, for which Declarant has not conveyed an easement, to any portion of the Land (specifically excluding any portion of the Land designated as a Primary Limited Common Element appurtenant to any Primary Unit not owned by Primary Declarant) by the recording of a revised Site Plan and, from and after the date of such recording, such Parking Space(s) shall be as depicted on such revised Site Plan; provided however, Primary Declarant shall not relocate any Parking Space until after (i) the Final Release of Artist Units (as such term is defined in the Artist Housing Agreement) and (ii) the Final Release of Homeownership Requirement (as such term is defined in the Artist Housing Agreement).

D. General Provisions.

(1) Determination of Percentage Interests. The Percentage Interest of each Unit in the General Common Elements, as set forth on Exhibit B, is in the approximate relation that the fair value of such Unit bears to the aggregate fair value of all Units as of the date of this Master Deed.

(2) Common Elements to Remain Undivided. The Common Elements shall remain undivided, and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein or in the Bylaws.

(3) Easements to Use General Common Elements. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all General Common Elements, wherever located (including, without limitation, the General Common Elements and Primary General Common Elements located within other Units and Primary Units), which serve such Unit Owner's Unit, provided that each Unit Owner shall exercise the foregoing rights in such a manner as not to unreasonably interfere with the use of the other Units for their permitted purposes. Such easements shall be subject to the rights of the Board to adopt Rules and Regulations governing the use of the Common Elements and the rights of the Primary Board to adopt Primary Rules and Regulations governing the use of the Primary Common Elements.

(4) Rights in Common Elements Subject to Master Deed, Etc. Notwithstanding anything to the contrary contained herein, the rights of each Unit Owner with respect to the Common Elements and Primary Common Elements are subject to (i) any rights, easements and limitations on use contained in this Master Deed, the Bylaws, the Rules and

Regulations, the Primary Master Deed, Primary Bylaws, or the Primary Rules and Regulations, as the same may be amended from time to time; and (ii) the rights, easements and other restrictions of record with respect to the Condominium and the Primary Condominium.

(5) Rights of Access of the Board and the Primary Board. The Board and the Primary Board shall have, and is hereby granted, the right of access at all reasonable times and upon not less than one (1) days' prior notice (except in the event of an "emergency" [i.e., a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium or the Primary Condominium, or for the safety of the occupants of any Building or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium or Primary Condominium]) to each Unit for purposes of (i) operating, inspecting, protecting, maintaining, repairing and replacing any Common Elements or Primary Common Elements; (ii) obtaining such utility readings as may be necessary or desirable in connection with the operation of the Condominium; and (iii) correcting, terminating and removing acts or things that interfere with each Unit Owner's or Primary Unit Owner's use and enjoyment of such Common Elements or Primary Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the Bylaws, the Rules and Regulations, the Primary Master Deed, the Primary Bylaws, the Primary Rules and Regulations, or any Legal Requirements. The Board may for such purposes require each Unit Owner to deposit a key to its Unit with the Board.

(6) Encroachment. If any portion of the Common Elements encroaches upon any portion of any Unit, or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Elements as a result of (a) settling or shifting of the Building, (b) any alteration, repair or restoration of the Common Elements made by or with the consent (when and as required by the Bylaws) of the Board or the Primary Board, or made by Declarant as provided herein or in the Bylaws, or (c) any alteration, repair or restoration of any portion of the Condominium or Primary Condominium after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent of and for the duration of such encroachment.

(7) Additional Utility Easements. Declarant, for so long as it holds or controls title to any Primary Unit and thereafter, the Primary Board, shall have the right to grant such additional electric, gas, steam, chilled water, telecommunications, ventilation or other easements or licenses, whether for utilities or otherwise, or to relocate any existing easements or licenses (wherever located), as Declarant or the Primary Board, as the case may be, shall deem necessary or desirable, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal use of the Units for their permitted purposes, and shall not result in the imposition of any mechanics' lien against any of the Units. Any utility company and its employees and agents shall have the right of access to any Unit and the Common Elements in furtherance of such easements or license, provided such right of access shall be exercised in such a manner as to not unreasonably interfere with the use of the Units for their permitted purposes. Declarant or the Primary Board, as the case may be, may grant revocable licenses in designated Primary General Common Elements to the owner(s) of Primary

Unit(s) and/or Unit(s) at no charge or may establish a reasonable charge therefor. Any such grant will not be construed as a sale or disposition of the Primary General Common Elements.

(8) Security. The Board and/or the Primary Board may, but shall not be obligated to, maintain or support certain activities within the Buildings designed to make the Buildings safer than they might otherwise be. Notwithstanding any references herein to a security system, fire access control system or other systems of a similar nature, neither Declarant, the Board, nor the Primary Board shall be considered an insurer or guarantor of security within the Buildings, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the effectiveness of security measures undertaken.

(9) Easements to Facilitate Sales or Leasing of Primary Unit or Units. The Condominium shall be subject to an easement in favor of the Declarant. The Declarant reserves the right to use the Primary Common Elements and Common Elements and any Unit owned by the Declarant or an affiliate of the Declarant as models, management offices, sales offices, leasing offices, or customer service offices, or a resident manager's apartment, and to reallocate the same from time to time, all subject to the terms and conditions of the Affordable Housing Agreement and the Artist Housing Agreement. The Declarant hereby further reserves the right to maintain within the Primary Common Elements or Common Elements such advertising signs as may comply with the Legal Requirements to facilitate the sales or leasing of portions of the Buildings.

7. PLANS.

Floor Plans of the Condominium, showing the layout, location unit designations and dimensions of the Units (such floor plans being hereinafter collectively referred to as the "Plans"), each bearing the verified statement of a registered architect, engineer or land surveyor certifying that the Plans fully and accurately depict the same, as built, are recorded herewith and with the Primary Master Deed, and consist of sheets ____ - _____. In the event of a conflict between the Plans and Section 5 (description of the Units), the terms and provisions of Section 5 shall control, and in the event of a conflict between the Plans and Section 6 (description of the Common Elements) the terms and provisions of Section 6 shall control.

8. USE AND MAINTENANCE OF UNITS.

A. Generally. **SUBJECT TO THE COVENANTS, RESTRICTIONS AND LIMITATIONS OF THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, AS APPLICABLE,** the Residential Units are intended for (i) combined use by Artists as residences and as studios for the creation, display and sale of their work-product; and (ii) use for residential purposes only. The Residential Units shall be occupied only by members of a single housekeeping unit and their domestic employees and temporary nonpaying guests. Notwithstanding the foregoing, the Residential Units may also be used as an office but only if (i) such office is accessory to such residential/studio use of such Unit; and (ii) such accessory use is permitted by the applicable zoning regulations. The Studio Units shall be used solely by Artists for the creation, display and sale of their work product, and shall in no

event be used for residential purposes. The Commercial Units may be used for any purpose permitted under the applicable zoning regulations, provided, however, that in no event shall the Commercial Units be used for any purpose which unreasonably interferes with the use and enjoyment of the Residential Units or the Studio Units for their intended purposes.

B. Rentals. **SUBJECT TO THE COVENANTS, RESTRICTIONS AND LIMITATIONS OF THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, AS APPLICABLE,** the Units may be rented or leased for the purposes set forth herein for terms of not less than six (6) months, but all rentals, leases or licensees of Units shall be subject to the provisions of the Condominium Documents, the Primary Condominium Documents, the Artist Housing Agreement and the Affordable Housing Agreement, and all tenants, occupants, and licensees of the Units shall be obligated to observe all of the provisions of the Condominium Documents, the Primary Condominium Documents, the Artist Housing Agreement and the Affordable Housing Agreement. Any lease or license of a Unit shall be in writing and shall provide that the tenancy shall be in compliance with the Condominium Documents, the Primary Condominium Documents, the Artist Housing Agreement and the Affordable Housing Agreement, a copy of which shall be attached to such lease. No right to lease by any Unit Owner shall be exercised so as to restrict use or occupancy of a Unit because of race, creed, sex, color or national origin. Each Unit Owner shall give written notice to the Board of the names of any tenants or other occupants of its Unit who are in occupancy in excess of thirty (30) days, as provided in Chapter 183A, Section 4(6). No Unit shall be used for any so-called time-sharing programs or purposes.

C. Compliance with Bylaws. No Unit shall be used or maintained in a manner inconsistent with the Bylaws and the Rules and Regulations from time to time adopted pursuant thereto.

D. Rights of Declarant. Notwithstanding the foregoing, but subject to the Artist Housing Agreement and the Affordable Housing Agreement, until the Declarant has sold and conveyed all of the Units, the Declarant may use one or more of the unsold Units for sales offices, models, and other purposes and, notwithstanding the provisions of Section 8.B hereof, may rent, lease or license the Units, furnished or unfurnished, for any term.

E. Changes in Permitted Use. Any amendment to this Master Deed that changes any provision herein pertaining to permitted and/or prohibited uses, that permits a use prohibited hereunder or prohibits a use permitted hereunder shall only be legally valid and effective if evidenced by an amendment instrument signed by the Unit Owners entitled to seventy-five percent (75%) or more of the undivided interests in the Common Elements, provided that, for so long as Declarant owns any Unit, it is also signed by Declarant, and provided further that such amendment otherwise complies with the requirements of the Artist Housing Agreement and the Affordable Housing Agreement, to the extent applicable, and Section 10 hereof.

F. Pets. The maintenance, keeping, boarding and/or raising of any animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, except that, subject to this provision and the Rules and Regulations, the keeping of dogs weighing no more than fifty (50) pounds, domestic cats, caged

birds such as parakeets, canaries and parrots, and fish in aquariums with a capacity no greater than ten (10) gallons is permitted in the Residential Units, provided, however, that (i) pets (other than dogs and fish) shall not exceed two (2) per Residential Unit without the approval of the Board, and dogs shall not exceed one (1) per Residential Unit without the approval of the Board; (ii) such pets are not kept and maintained for commercial purposes or for breeding; and (iii) any such pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon ten (10) days' written notice from the Board. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold the Primary Condominium Association, the Primary Board, the Condominium Association, the Board, the Condominium Managing Agent, other Unit Owners and Declarant free and harmless from any loss, claim or liability of any kind or character whenever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. The Board may establish reasonable fees for the registration of pets. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless in a cage or on a leash. Leashes may not exceed a length which will permit close control of the pet. The Condominium Association and the Primary Condominium Association may establish such other rules and regulations concerning pets as it deems necessary or appropriate, including, without limitation, the right to prohibit all pets (other than pets needed by persons with disabilities). In the event of the adoption of a rule prohibiting pets, any Unit Owner who owned a pet in accordance with this Section at the time of the adoption of such a rule shall have the right to retain such pet (unless such pet is otherwise deemed to constitute a nuisance or be in violation of these provisions or the Rules and Regulations), but shall not have the right to replace such pet or subsequently acquire additional pets. Any Unit Owner keeping a pet or animal in violation of these provisions or which causes any damage to or requires cleanup of any Unit or the Common Elements or Primary Common Elements or which is offensive or creates any nuisance or unreasonable disturbance or noise, shall be personally liable for the cost and expense of such repair, clean up or elimination of such disturbance or noise.

G. Legal Requirements. No Unit or other portion of the Condominium shall be used for any purpose prohibited by an applicable law, statute, order, rule, regulation, bylaw, permit or approval of any court, governmental entity or governmental agency of competent jurisdiction, including, without limitation, the Authority (hereinafter collectively referred to as "Legal Requirements"). Compliance with all Legal Requirements applicable to any Unit shall be accomplished by and at the sole cost and expense of the Unit Owner of such Unit. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of any violation of any Legal Requirements affecting its Unit or the Condominium.

If any governmental license or permit (other than a license or permit applicable to the Condominium, the Primary Condominium or any Building as a whole) shall be required for the proper and lawful use and operation of any particular Unit (or in connection with any Unit Owner's use of a Limited Common Element), and if the failure to secure such license or permit would in any way materially and adversely affect any other Unit, the Board or the Unit Owner (or the operator of such Limited Common Elements) shall obtain such license or permit, submit

the same to inspection by the Board upon its request therefor, and shall comply with all of the terms and conditions thereof, all at such Unit Owner's sole cost and expense.

H. Nuisance Uses. No Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirement or the Rules and Regulations. For the purpose of this Section 8.H, the Board's determination as to what constitutes a nuisance shall be binding on the Unit Owners.

Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, lease, sublease or use of any other Unit for the uses permitted herein (including, without limitation, the uses specifically referenced in Section 8.A), shall, if undertaken in a customary and reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements.

I. Maintenance of Units. The Unit Owners shall be individually responsible for the proper maintenance, repair and replacement of their respective Units, ordinary or extraordinary, excluding any Common Elements (except as otherwise specifically provided herein or in the Bylaws). If the Board shall at any time in its reasonable judgment determine that any Unit Owner has failed to comply with the maintenance, repair and replacement obligations set forth herein with respect to its Unit or that the condition of any Unit or of the fixtures, furnishings, facilities or equipment therein violates any Legal Requirement or may be injurious to any other Unit or the occupants thereof, the Board shall, by written notice to such Unit Owner (and to the Mortgagee of such Unit), require that the Unit Owner perform the needed maintenance, repair or replacement to correct such condition, and in the event such work shall not have been commenced by the Unit Owner within thirty (30) days of such notice (or such shorter period as may be reasonable in case of an emergency, as determined by the Board) and thereafter diligently brought to completion, the Board shall be entitled to have the work performed for the account of the Unit Owner and to enter upon and have access to such Unit for that purpose. The Board shall have the right to assess such Unit Owner for the costs incurred by the Board in performing any of the foregoing work, for which such Unit Owner shall be personally liable in addition to and as part of such Unit Owner's share of the Common Expenses, and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this Master Deed and the Bylaws and the provisions of Chapter 183A, Section 6. Further, in addition to any late charges that may be imposed by the Board on account of any delinquency by a Unit Owner in the payment of charges assessed to its Unit under this Master Deed, the amount of any such charge shall bear interest from the date on which such charge was first due until paid at the greater of (i) twelve percent (12%) per annum; or (ii) six percent (6%) per annum over the Base Rate charged by the Bank of America (or its successor or assign by merger or otherwise) from time to time (but not more than the highest rate permitted by law). Such accrued interest, together with the costs of collection of any such charges (including reasonable attorneys' fees) shall be added to the amount of such charge and shall, as in the case of such charge, constitute a lien on such Unit under the terms of Chapter 183A, Section 6.

J. Benefit of Restrictions; Enforcement. The foregoing restrictions on the permitted uses of Units shall be for the benefit of all Unit Owners and shall be enforceable solely by the Board. Said restrictions are intended to be perpetual, and to that end, may be extended by the Board 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 Section 8, except such as occur during such Unit Owner's time of ownership of its Unit.

9. ALTERATION AND COMBINATION OF UNITS.

Subject to the provisions set forth below, each Unit Owner shall have the right within its Unit to make non-structural alterations, additions, improvements and other repairs, provided that such alterations, additions, improvements or repairs comply with all Legal Requirements and the Rules and Regulations and provided that any alterations, additions, improvements and repairs having any effect on the Building structure or Building system (including, without limitation, all mechanical, electrical and plumbing systems) must be approved in advance by the Board and be subject to such conditions as the Board may in its discretion impose. Notwithstanding anything to the contrary contained herein, for so long as Declarant owns any Units, (i) the boundaries of such Units may be changed, modified or combined, (ii) each such Unit may be further subdivided (which term shall include the relocation of interior walls, ceilings, or other boundaries within the Unit being subdivided) into two or more Units, and in connection therewith, Declarant may create from portions of the original Unit, Limited Common Elements to be shared exclusively among the Unit Owner(s) of the newly created Units, and (iii) portions of the Units may be redesignated as Common Elements, all solely in the discretion of Declarant, provided the same is in accordance with the Legal Requirements.

Subject to the rights reserved by Declarant hereunder, the features of the Condominium that are visible from the exterior of the Building shall be preserved in their current condition without modification, and to that end, no awning, screen, antennae, receiver, sign, banner or other decoration shall be placed upon or attached to any Unit or the Condominium (including the interior surface of any exterior window) so as to be visible from the exterior of the Building, without the prior written consent of the Board. Notwithstanding the foregoing, it is hereby expressly agreed and acknowledged that the Condominium Association may elect to (i) affix permanent banners or signs to the exterior of the Building to advertise the presence of artists in the Building; and (ii) place temporary signs upon the Primary General Common Elements to direct the general public to artists' events in the Building, such as open studios. The Board shall not withhold its consent to such banners or signs provided that the same comply with all applicable Legal Requirements and do not unreasonably interfere with the use of the Primary General Common Elements by other Primary Unit Owners and, notwithstanding Section 8.3 of the Primary Master Deed, the Primary Board shall have no approval rights with respect thereto.

With the prior written approval of the Board, a Unit Owner (other than the Declarant, which shall not require such approval) may, subject to the terms hereof and the terms of Chapter 183A, combine two or more Units into one larger Unit. In connection with any such combination, the Board, in its reasonable discretion, may grant the Unit Owner a license to relocate or incorporate Common Elements located within the combined Units, provided such

relocation or incorporation does not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or such relocated Common Elements. Nothing herein shall be deemed to permit a Unit Owner (other than Declarant) to subdivide a Unit into two or more Units.

Any combination of Units shall not result in any increase or decrease to the Percentage Interest of any Unit Owner or any change in any Unit Owner's rights in and to any Limited Common Elements, or otherwise affect the obligations of any other Unit Owner, other than the Unit Owner undertaking such combination. In the case of any combination of Units, the Percentage Interests (and interests in applicable Limited Common Elements, if any) of the resulting Unit shall equal the total Percentage Interests (and interests in applicable Limited Common Elements, if any) of the Units so combined.

Any subdivision of Units by Declarant shall not result in any increase or decrease to the Percentage Interest of Declarant or any change in Declarant's rights in and to any Limited Common Elements, or otherwise affect the obligations of any other Unit Owner, other than Declarant undertaking such subdivision. In the case of any division of a Unit into two or more Units, (i) the Percentage Interest of the original Unit (and corresponding interests, if any, in and to Limited Common Elements) shall be reallocated among the newly created Units.

No combination or subdivision of Units shall become effective until notice thereof is delivered to the Board, and an amendment to this Master Deed is recorded by Unit Owner causing such combination or by the Declarant causing such subdivision, which amendment shall be in a form satisfactory to the Board. Said amendment shall comply with the provisions of Chapter 183A and shall contain (i) a description of the newly created Unit(s); (ii) amended floor plans showing the Unit(s) created thereby; (iii) a revised Exhibit B setting forth the new Percentage Interest of the Unit(s), (iv) a description of any changes to the General Common Elements or Limited Common Elements resulting from such combination or subdivision, and (v) a description of any new Limited Common Elements created in connection with such combination or subdivision. The costs and expenses of recording and preparing the foregoing amendment (including attorneys' fees) shall be borne by the Unit Owner undertaking the combination or by the Declarant undertaking such subdivision.

By the acceptance of a Unit deed (whether such deed is from Declarant as grantor or from any other party), each Unit Owner hereby expressly and irrevocably authorizes and constitutes as such Unit Owner's attorney-in-fact, the Unit Owner(s) electing to combine Unit(s) or Declarant electing to subdivide a Unit to make, from time to time, any and all such amendments and, to the extent such execution may be required by applicable law, to execute any such amendment on such Unit Owner's behalf. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Unit Owner of a Unit in the Condominium.

Any Unit Owner undertaking construction in its Unit, whether in connection with the exercise of its rights under this Section 9 or otherwise, shall maintain additional insurance in full force and effect throughout the construction period, as may be required by the Board. The Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner, in a good and workmanlike manner and in accordance with all

Legal Requirements and the Rules and Regulations, and shall be compatible in quality with the original construction materials incorporated into the Condominium, (ii) all such construction shall be performed in a manner that will not interfere with or cause any labor disturbances or stoppages in work within the Condominium being performed by Declarant or any other Unit Owner; and shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit or the Common Elements; (iii) no construction, reconstruction or renovation shall be undertaken that will affect or endanger the structure of the Building or the mechanical, electrical or plumbing system of the Condominium or the Primary Condominium; and (iv) all construction activities shall conform to the Rules and Regulations concerning the use of loading docks, dumpsters, elevators and work hours. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Elements caused by or attributable to such work.

The Unit Owner making any such alterations, additions or improvements shall, if required by the Board, pay the cost of (i) any necessary amendment to the Master Deed or Bylaws required thereby; (ii) obtaining all necessary governmental permits, approvals, authorizations, certificates and licenses for any such alteration, addition or improvement; and (iii) any reasonable architectural, engineering and legal fees incurred by the Board in connection therewith.

10. AMENDMENTS TO MASTER DEED

Except as otherwise provided in this Master Deed (including, without limitation Sections 5.D, 8.E and 9), this Master Deed may be amended only by (a) the affirmative vote of Unit Owners holding at least sixty-seven percent (67%) of the total Percentage Interests in the Condominium; (b) the vote of a majority of the members of the Board; (c) the assent of not less than fifty-one percent (51%) of the Mortgagees (based upon one vote for each mortgage owned); and (d) the assent of the Primary Board. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the members of the Board, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, Mortgagees and the Board, is duly recorded with the Registry, provided, further, that:

(i) The date on which any instrument of amendment 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 has been recorded with the Registry within six (6) months after such date.

(ii) No instrument of amendment which alters the dimensions of any Unit or adversely affects a Unit Owner's exclusive right to the use and enjoyment of any Limited Common Elements as provided herein shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Unit Owner whose Unit or rights are so affected.

(iii) No instrument of amendment that alters the Percentage Interest of any Unit Owner in the General Common Elements shall be of any force or effect unless, in addition to the

voting requirements specified above, the same has been signed by the Unit Owner whose Percentage Interest is being so affected.

(iv) No instrument of amendment affecting any Unit in a manner that impairs the security of a Listed Mortgagee thereof shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been consented to by such Listed Mortgagee. No amendment of this Master Deed pursuant to the specific provisions hereof relative to combination of Units and/or to the last paragraph of this Section 10 shall be treated as an instrument impairing the security of any mortgage other than the mortgage(s) securing such Unit(s). Any consent of Mortgagees required under this Section 10 or under any other provision of this Master Deed shall not be unreasonably withheld, conditioned, or delayed, and no consent of Mortgagees required under Chapter 183A shall be withheld unless the interests of the Mortgagee would be materially impaired by the proposed action. The failure of any such Mortgagee who receives a written request for such consent to deliver a response thereto within thirty (30) days, unless otherwise specified in Chapter 183A, shall be deemed to be the giving of such consent by such Mortgagee. The consent of such Mortgagees shall be recited in any instrument of amendment requiring the same.

(v) Nothing in this Section 10 shall be deemed to impair the right of Declarant, at any time and from time to time, until Declarant no longer holds or controls title to any Unit, to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any Mortgagee thereof), the Board or any other person or entity, by an instrument in writing assigned and acknowledged by Declarant and duly recorded with the Registry for the specific purpose of: (a) making minor, clerical or factual corrections to the provisions of this Master Deed or to any Plans; (b) complying with the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering Unit ownerships, or the Authority; or (c) bringing this Master Deed into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements and other right appurtenant thereto.

(vi) No instrument of amendment which alters the use to which any Unit may be put shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Unit Owner(s) of the Units to be affected by such change.

(vii) No instrument of amendment which alters the voting rights of any Unit Owner shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by the Unit Owner(s) of the Unit(s) to be affected by such change.

(viii) No instrument of amendment which affects Declarant's rights hereunder, including, without limitation, its rights under Section 5.D, Section 6.D(7), Section 6.D(9) or Section 9, shall be effective, unless in addition to the voting requirements specified above, such amendment is signed by Declarant.

(ix) 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 Chapter 183A shall be of any force effect.

11. ORGANIZATION OF UNIT OWNERS.

The Condominium Association is an unincorporated association through which the Unit Owners shall manage and regulate the Condominium. The Condominium Association has enacted the Bylaws and the Rules and Regulations. The name of the Condominium Association is "The Lofts at Westinghouse Condominium Association," and its mailing address is One Westinghouse Plaza, Hyde Park, Massachusetts.

The original and present members of the Board of Managers of the Condominium Association are as follows:

Name

Carl Valeri
James Burke
Linda Vaccaro
David Nevins
Andrew Bloch

The members of the original Board of Managers shall serve until their successors are elected pursuant to the provisions of the Bylaws.

12. TERMINATION OF CONDOMINIUM.

The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the Bylaws) until such time as its withdrawal from the provisions of Chapter 183A is authorized by vote of the Unit Owners holding at least seventy-five percent (75%) of the total Percentage Interests in the Condominium. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Primary Board, all Listed Mortgagees, if any, and the written consent of the Declarant (until such time as the Declarant no longer holds or controls title to any Unit). In the event said withdrawal is authorized as aforesaid, the Condominium shall be subject to an action for partition by any Unit Owner as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Percentage Interests in the General Common Elements; provided, however, that no payment shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens.

13. MISCELLANEOUS

A. Chapter 183A. This Master Deed is intended to comply with the requirements of Chapter 183A. In all respects not specified in this Master Deed and the Bylaws, the relationship of the Units, the Common Elements, the Unit Owners and the Board to each other and the Condominium shall be governed by the provisions of Chapter 183A, including, without limitation, provisions with respect to common expenses, funds and profits, improvement and rebuilding of common areas and facilities, and removal of the Condominium or any portion thereof from the provisions of Chapter 183A. In case any of the provisions of this Master Deed conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

B. Covenants Running with the Land. All provisions of this Master Deed, Bylaws and the Rules and Regulations shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Bylaws and the Rules and Regulations, as the same may be amended from time to time. The acceptance of a deed or the execution of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Bylaws and the Rules and Regulations, as the same may be amended from time to time, are accepted and ratified by such owner, tenant or occupants, and all 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, lease or use and occupancy agreement thereof.

C. Board's Right to Cure. If any Unit Owner shall fail to perform any work or take any action required to be done or taken by such Unit Owner pursuant to this Master Deed, the Bylaws or the Rules and Regulations, the Board (or the Primary Board), after giving written notice to Listed Mortgagees of such Unit of such failure to perform or take action and allowing such Listed Mortgagee not less than thirty (30) days (or such reasonable shorter period in case of emergency as the Board or the Primary Board shall determine) to cure any such failure may, but shall not be required to, perform such work or take such action and so assess such Unit Owner for the costs thereof, for which such Unit Owner shall be personally liable in addition to and as part of such Unit Owner's share of the Common Expenses, and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and the provisions of Chapter 183A, Section 6. Further, in addition to any late charges that may be imposed by the Board on account of any delinquency by a Unit Owner in the payment of charges assessed to its Unit under this Master Deed, the amount of any such charge shall bear interest from the date on which such charge was first due until paid at the greater of (i) twelve percent (12%) per annum; or (ii) six percent (6%) per annum over the Base Rate charged by the Bank of America (or its successor or assign by merger or otherwise) from time to time (but not more than the highest rate permitted by law). Such accrued interest, together with the

costs of collection of any such charges (including reasonable attorneys' fees) shall be added to the amount of such charge and shall, as in the case of such charge, constitute a lien on such Unit under the terms of Chapter 183A, Section 6.

D. Subordination of Primary Condominium Association Liens. Any and all liens on the Premises arising by virtue of Section 6 of Chapter 183A or the Primary Master Deed shall be subordinate to this Condominium; provided, however, that in the event that any Common Charges (as defined in the Bylaws) or other assessments assessed against the Primary Unit by the Primary Board are not paid when due, the Primary Unit Owners shall have a lien on each Unit enforceable by the Primary Condominium Association in the event that the unit Owner thereof has failed to pay when due any Common Charges or other assessments assessed, or deemed to have been assessed (as provided hereinafter) against his Unit by the Condominium Association, which shall be superior to any lien on the Unit arising by virtue of Section 6 of Chapter 183A or this Master Deed. There shall be deemed to have been assessed against each Unit a portion of the Common Charges and other assessments assessed against the Primary Unit by the Primary Board equal to the product of (i) said Common Charges and other assessments and (ii) the Percentage Interest of such Unit, to the extent that all said Common Charges and other assessments have not been assessed against Units by the Condominium Association.

E. Declarant as Owner of Unsold Units. In the event there are any unsold Units, Declarant shall have the same rights and obligations as other Unit Owners with respect to such unsold Units.

F. References to Declarant and Unit Owners. References in this Master Deed to the "Declarant" shall mean the Declarant described in Section 1 as aforesaid and its successors and assigns. References to any "Unit Owner" shall mean the Declarant until such Unit is conveyed of record to other persons or entities and thereafter, such grantees, their successors and assigns. Declarant specifically reserves the right to assign all of its rights hereunder, provided that any such assignee of Declarant assumes and agrees to be bound by all of the obligations of Declarant set forth in this Master Deed. Notwithstanding the foregoing, if Declarant assigns its right, title and interest hereunder to a Mortgagee of record, such Mortgagee shall only be bound by such obligations of Declarant to the extent such Mortgagee expressly assumes them in writing at the time of such assignment or to the extent such obligations are appurtenant to any Unit to which such Mortgagee becomes Declarant's successor-in-interest. References herein to any Unit Owner shall also mean and include the successors and assigns and lessees and tenants from time to time thereof (the foregoing, however, shall not be interpreted to derogate from any applicable leasing or occupancy restrictions contained herein or in the Bylaws), provided that all such successors, assigns, lessees and tenants shall comply with the applicable provisions of the Master Deed, the Bylaws and the Rules and Regulations thereunder, the Primary Master Deed, the Primary Bylaws and the Primary Rules and Regulations thereunder.

G. Construction. Words used in the singular or in the plural, respectively, include both the plural and the singular; words denoting males included females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. Any cover, captions, and table of contents are inserted only for convenience of

reference and are not to control or affect the meaning, construction, interpretation or effect of this Master Deed. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein as defined in such statute.

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

I. Covenant of Further Assurances. Any party subject to the terms of this Master Deed, whether such party is a Unit Owner, a lessee or sublessee of a Unit, an occupant of a Unit, the Board, or Declarant, shall upon reasonable prior written notice and at the sole cost and expense of the party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other actions as such other party may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner, the Board, Declarant or any other party subject to the terms of this Master Deed fails, within thirty (30) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board, Declarant or other party is required to execute, acknowledge, deliver or take pursuant to this Master Deed, then the party requesting such instrument or action is hereby authorized, as attorney-in-fact for such other party (which power is coupled with an interest), to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, the Board, Declarant or other party, and such instrument or action shall be binding on such entities.

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

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


L. Counterparts. This instrument may be executed in any number of duplicate counterparts, each of which shall be deemed an original for all purposes.

M. Federal Home Loan Mortgage Corporation; Federal National Mortgage Association. Reference is hereby made to Article XVI of the Bylaws, which is hereby incorporated herein by this reference and made a part hereof.

[Signatures on Following Page]

IN WITNESS HEREOF, the undersigned Declarant has caused this Master Deed to be executed under seal as of the day and year first above written.

MOTHER BROOK, LLC, a
Massachusetts limited liability company

By: 
Harold Brown, its Manager

COMMONWEALTH OF MASSACHUSETTS

December, ss

On this 28th day of December, 2009, before me, the undersigned notary public, personally appeared Harold Brown, in his capacity as the Manager of Mother Brook, LLC, proved to me through satisfactory evidence of identification, which were Personal ID card (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in said capacity as aforesaid.

Giselle Ciano

Notary Public

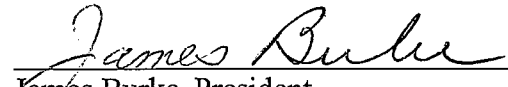
My commission expires:



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12


The undersigned, being the majority of the members of the Management Board of the Mother Brook Condominium Association, hereby approve the foregoing Master Deed of The Lofts at Westinghouse Condominium, as of the 23rd day of December, 2009.

MOTHER BROOK CONDOMINIUM ASSOCIATION:


James Burke, President


Andrew Bloch, Treasurer


Linda Vaccaro, Vice President


Carl Valeri, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 20th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named James Burke, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized President of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
(Print Name of Notary Public): _____
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 20th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Andrew Bloch, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Treasurer of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
(Print Name of Notary Public): _____
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 20th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Linda Vaccaro, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly-authorized Vice President of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
(Print Name of Notary Public): _____
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 28 day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Carl Valeri, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Vice President of the Mother Brook Condominium Association.

Giselle Ciano
(Print Name of Notary Public): _____
My Commission Expires: _____



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Unit No. 6, having a post office address of One Westinghouse Plaza, Boston (Hyde Park), Suffolk County, Massachusetts, in the condominium known as Mother Brook Condominium and established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by Master Deed dated as of July 12, 2006 and recorded with the Suffolk County Registry of Deeds (the "Registry") on July 13, 2006 in Book 39983, Page 289, as amended and restated by that certain Amended and Restated Master Deed of Mother Brook Condominium, dated December 23, 2009, and recorded with the Registry immediately prior hereto.

Together with an undivided percentage interest in the common areas and facilities of said Condominium and together with the rights, if any, to exclusive use of the common areas and facilities of said Condominium as more fully set forth in the aforesaid Master Deed.

EXHIBIT B

DESCRIPTION OF UNITS

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROXIMATE AREA OF UNIT IN SQUARE FEET*	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATE COMMON ELEMENTS TO WHICH UNIT HAS ACCESS	PERCENTAGE INTEREST OF UNIT IN GENERAL COMMON ELEMENTS
M101	First Floor	9,697	n/a	Receiving & Exit Corridor	8.69%
M102	First Floor	8,094	n/a	Receiving & Exit Corridor	7.26%
M103	First Floor	10,779	n/a	Receiving & Exit Corridor	9.66%
M104	First Floor	6,081	n/a	Receiving & Exit Corridor	5.45%
201	Second Floor	1,283	3 LR/DR, Kit & Bath	Corridor	1.15%
202	Second Floor	1,025	3 LR/DR, Kit & Bath	Corridor	0.92%
203	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
204	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
205	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
206	Second Floor	1,033	3 LR/DR, Kit & Bath	Corridor	0.93%
207	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
208	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
209	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
210	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
211	Second Floor	1,023	3 LR/DR, Kit & Bath	Corridor	0.92%
212	Second Floor	977	3 LR/DR, Kit & Bath	Corridor	0.88%
213	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
214	Second Floor	1,027	3LR/DR, Kit & Bath	Corridor	0.92%
215	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%

216	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
217	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
218	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
219	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
220	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
221	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
222	Second Floor	1,027	3 LR/DR, Kit & Bath	Corridor	0.92%
223	Second Floor	1,278	3 LR/DR, Kit & Bath	Corridor	1.15%
S1	Second Floor	520	1 Work Area	Corridor	0.47%
S2	Second Floor	428	1 Work Area	Corridor	0.38%
S3	Second Floor	407	1 Work Area	Corridor	0.36%
S4	Second Floor	450	1 Work Area	Corridor	0.40%
S5	Second Floor	430	1 Work Area	Corridor	0.39%
S6	Second Floor	409	1 Work Area	Corridor	0.37%
S7	Second Floor	1,294	1 Work Area	Corridor	1.16%
S8	Second Floor	943	1 Work Area	Corridor	0.85%
S9	Second Floor	893	1 Work Area	Corridor	0.80%
S10	Second Floor	1,287	1 Work Area	Corridor	1.15%
S11	Second Floor	1,283	1 Work Area	Corridor	1.15%
S12	Second Floor	1,246	1 Work Area	Corridor	1.12%
301	Third Floor	1,249	3 LR/DR, Kit, & Bath	Corridor	1.12%
302	Third Floor	1,164	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
303	Third Floor	1,155	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
304	Third Floor	1,165	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
305	Third Floor	1,155	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
306	Third Floor	1,165	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
307	Third Floor	1,155	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
308	Third Floor	1,163	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
309	Third Floor	1,155	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
310	Third Floor	1,166	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
311	Third Floor	1,149	4 LR/DR, Kit, Study & Bath	Corridor	1.03%

312	Third Floor	1,105	4 LR/DR, Kit, Study & Bath	Corridor	0.99%
313	Third Floor	1,157	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
314	Third Floor	1,168	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
315	Third Floor	1,156	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
316	Third Floor	1,166	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
317	Third Floor	1,156	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
318	Third Floor	1,168	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
319	Third Floor	1,158	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
320	Third Floor	1,167	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
321	Third Floor	1,158	4 LR/DR, Kit, Study & Bath	Corridor	1.04%
322	Third Floor	1,168	4 LR/DR, Kit, Study & Bath	Corridor	1.05%
323	Third Floor	1,235	3 LR/DR, Kit & Bath	Corridor	1.11%
324	Third Floor	1,131	3 LR/DR, Kit & Bath	Corridor	1.01%
325	Third Floor	1,029	3 LR/DR, Kit & Bath	Corridor	0.92%
326	Third Floor	1,029	3 LR/DR, Kit & Bath	Corridor	0.92%
327	Third Floor	1,029	3 LR/DR, Kit & Bath	Corridor	0.92%
328	Third Floor	1,029	3 LR/DR, Kit & Bath	Corridor	0.92%
329	Third Floor	1,029	3 LR/DR, Kit & Bath	Corridor	0.92%
330	Third Floor	952	4 LR/DR, Kit, Study & Bath	Corridor	0.85%
331	Third Floor	1,016	4 LR/DR, Kit, Study & Bath	Corridor	0.91%
332	Third Floor	987	4 LR/DR, Kit, Study & Bath	Corridor	0.88%
333	Third Floor	1,031	3 LR/DR, Kit & Bath	Corridor	0.92%
334	Third Floor	1,032	3 LR/DR, Kit & Bath	Corridor	0.93%
335	Third Floor	1,031	3 LR/DR, Kit & Bath	Corridor	0.92%
336	Third Floor	1,031	3 LR/DR, Kit & Bath	Corridor	0.92%
337	Third Floor	1,031	3 LR/DR, Kit & Bath	Corridor	0.92%
338	Third Floor	1,031	3 LR/DR, Kit & Bath	Corridor	0.92%
339	Third Floor	1,019	3 LR/DR, Kit & Bath	Corridor	0.91%
TOTAL		111,559			100%

*Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith. The approximations may be based on total square footage, so called, and may not correspond with the square footage of useable space, so called. Declarant has not independently verified the square footage listed above, and Declarant expressly disclaims any warranty as to the precision of the approximations set forth above.

EXHIBIT C

AFFORDABLE HOUSING AGREEMENT

<See Attached.>

**COOPERATION AGREEMENT
FOR THE CONSTRUCTION OF
THE LOFTS AT WESTINGHOUSE
26 DAMON STREET/ONE WESTINGHOUSE PLAZA, HYDE PARK**

This COOPERATION AGREEMENT (the "Agreement") made as of the 26th day of MARCH, 2008, between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with a principle place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (the "Authority") and **MOTHER BROOK, LLC**, a Massachusetts Limited Liability Company, , with an address at 39 Brighton Avenue, Boston, Massachusetts 02134, (the "Applicant"). The Authority and the Applicant, collectively, shall be referred to herein as the "Parties."

RECITALS

WHEREAS, the Applicant desires to undertake the development of the Project (defined below) on an approximately twenty-three (23) acre site located at 26 Damon Street/One Westinghouse Plaza in Hyde Park to the northeast of Neponset Valley Parkway and is also bounded by Readville Street, Damon Place, the Mother Brook and Amtrak rail line property (the "Project Site"). A Project Locus Map is attached as Exhibit A; and

WHEREAS, the Applicant desires to substantially rehabilitate the second and third floors of the existing Building "C" on the Project Site with a new elevator and lobby area on the first floor for access to the sixty-two (62) artists' live/work units, nine (9) of which will be affordable, including thirty-nine (39) live-work flats and twenty-three (23) live-work loft units and 9,000 square feet of artists' workspace. An accessory off-street parking facility containing seventy (70) parking spaces and landscaping will also be constructed. The artists' live/work units are subject to the Artist Housing Agreement with the Authority. (the "Project"); and

WHEREAS, such development of the Project has been subject to development review and approval requirements by the Authority in accordance with Article 80 of the Boston Zoning Code (the "Code");

WHEREAS, in accordance with the Large Project Review requirements of Article 80 of the Code, the Applicant submitted a Project Notification Form (the "PNF") to the Authority on December 29, 2006, notice of which was published in The Boston Herald on December 29, 2006;

WHEREAS, on March 29, 2007 the Authority approved this issuance of a Scoping Determination waiving further review (the "Scoping Determination") under Section 80B-5.3(d) of the Code. The Scoping Determination was issued on April 13, 2007 and is attached hereto as Exhibit B; and

WHEREAS, the Authority and the Applicant have agreed to enter into this Agreement of the purposes of: (i) setting forth the mitigation measures and other public benefits which the Applicant has agreed to provide in connection with the Project; and (ii) ensuring compliance of the Project with Article 80 of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

A. DEVELOPMENT REVIEW

1. The Authority has completed its development review of the project in accordance with Article 80 of the Code, subject to continuing design review by Authority staff. The Applicant and the Authority hereby acknowledge that the Director of the Authority issued a Scoping Determination waiving further review on April 13, 2007.

2. The design review process required for the Project and to be observed by the Parties shall be as set forth in the Authority's "Development Review Guidelines" dated 2006, which are attached hereto as Exhibit C, which are incorporated herein by reference (the "Development Review Procedures") and Article 80 of the Code. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

3. Following approval of the design of the Project by the Authority, the Applicant will not make any material modifications to the design of the exterior of the Project or portions of the interior of the street floor of the Project that are visible from the public sidewalks, if any, until such modification has been approved by the Authority. Such changes shall be processed in the manner provided in the following sections.

4. Throughout the construction of the Project, it is the Applicant's responsibility to notify the Authority of proposed changes to portions of the public lobbies visible from the exterior of the Project, open spaces and landscaping, and exterior features of the building, where the same constitutes material changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) ("Material Changes"), and to obtain approval from the Authority prior to incorporating such changes into the final drawings and specifications for the Project. The Authority shall perform its review and approval and other functions pursuant to the provisions of this Agreement with reasonable dispatch, and shall approve or disapprove any such proposed Material Change in writing within twenty (20) business days of its submission to the Authority. If the Authority disapproves any such Material Changes, its disapproval shall include a written explanation thereof. If the Applicant receives no notification from the Authority of disapproval within twenty (20) business days after the submission of any such proposed Material Change to the Authority, such proposed Material Change shall be deemed approved; provided, however, that any written request for approval of a change shall be in conformance with the provisions of Section D.5 of this Agreement. Notwithstanding the foregoing, the Authority's approval shall not be required for changes, which will not be visible from the exterior of the building, including changes to the portions of the public lobbies that are not visible from the exterior of the building.

B. MITIGATION COMMITMENTS

1. Construction Mitigation. Prior to the issuance of an initial building permit for the Project, the Applicant shall submit to the City of Boston Transportation Department ("BTD") a Traffic Maintenance Plan ("TMP") in accordance with the City's Construction Management Program ("CMP"). The TMP shall identify construction parking and traffic impacts and specify mitigation measures to be implemented during the construction of the Project that are satisfactory to the BTD. Such measures may include, but shall not necessarily be limited to, limitations on hours of heavy construction, construction traffic routes and parking sites for construction workers, which are not located on residential streets. Upon execution of the TMP, the Applicant shall submit to the Authority a true, complete and correct copy of the TMP.

2. Transportation. Prior to the issuance of an initial building permit for the Project, the Applicant shall enter into a Transportation Access Plan Agreement ("TAPA") for the Project with the BTD reasonably satisfactory in form and substance to BTD. Upon execution of the TAPA, the Applicant shall submit to the Authority a true, complete and correct copy of the fully executed TAPA.

3. Construction Employment. In order to demonstrate its commitment to providing job opportunities, prior to the issuance of an initial building permit for the Project, the Applicant shall enter into with the Authority a Boston Residents Construction Employment Plan ("Employment Plan") in a form acceptable to the Authority, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and consistent with Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of said ordinances. The Employment Plan will set forth in detail the Applicant's plan to use good faith efforts to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft by craft-by-craft basis, use Best Efforts (as defined in Chapter 12 of the Ordinances of 1996, as amended) to meet the following Boston Residents Construction Employment Standards:

(a) at least 50% of the total employee worker hours in each trade shall be by bona fide Boston residents;

(b) at least 25% of the total employee worker hours in each trade shall be by minorities; and

(c) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions.

Worker hours, as defined in said plan, shall include on-the-job training and apprenticeship positions.

4. Affordable Housing. Along with or prior to the issuance of a Certification of Compliance for the Project, the Applicant shall enter into an Affordable Housing Agreement with the Authority for nine (9) affordable artists' live-work units for households earning up to 90% of the area median income.

5. Artist Housing. Along with or prior to the issuance of a Certification of Compliance for the Project, the Applicant shall enter into an Artist Housing Agreement with the Authority which shall both restrict the fifty-three (53) market rate artists' live-work units in the Project to Artist Households, as defined within the Artist Housing Agreement, as well as define the procedures for release of the Artist Household restriction.

6. Other Public Benefits. The Applicant shall make a \$20,000 contribution to the Hyde Park neighborhood to provide assistance to the arts community. The contribution shall be due at the time of Certificate of Occupancy for the Project and shall be payable to the Authority who will in turn make the appropriate disbursement.

7. Maintenance and Operation of Improvements. The Applicant shall, at all times, keep the improvements constructed on the Project Site in good and safe condition and repair; and the occupancy, maintenance and operation of such improvements shall at all times comply with all laws, ordinances, codes and regulations applicable thereto.

C. PROJECT CHANGES & PROJECT COMPLETION

1. Development Period. The Applicant anticipates commencing construction of the Project in the first quarter of 2008, with substantial completion of the Project planned in approximately March 2009 (the "Development Period").

2. Abandonment of Project. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the Project, then in such case and after substantiation by the Applicant deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant, at no cost or expense to the Authority, to modify, alter, or amend its previous approval of the Project and this Agreement in order to allow the Applicant the opportunity to reasonably develop the Project Site.

3. Authority Cooperation. Throughout the permitting phase of the Project, the Authority shall, at the Applicant's request, meet with the Applicant to discuss with the Applicant the status of the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all permits, licenses, approvals, exceptions, conditional use permits, variances, special orders and other deviations from the strict

application of the zoning and building codes and other applicable ordinances and statutes which may be necessary or appropriate in order to carry out the development of the Project in the most expeditious and reasonable manner. The Authority shall support the Applicant's efforts to obtain any such licenses, approvals or deviations required for the Project, provided however that all such efforts are consistent with the Scoping Determination and the Contract Documents approved by the Authority and this Agreement.

4. Certificate of Completion. The Project shall be deemed completed when the Applicant has substantially completed construction of the Project in accordance with the Article 80 Submissions approved by the Authority and is ready for occupancy, except for: (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred; and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant.

Upon substantial completion of the Project as aforesaid, the Authority will issue to the Applicant a Project Certificate of Completion, which shall be in recordable form and shall be conclusive evidence that the Project has been completed in compliance with the approved PNF, and Scoping Determination, (collectively, the "Article 80 Submissions"), and this Agreement and that all obligations to the Authority under the Scoping Determination and this Cooperation Agreement have been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Project Certificate of Completion shall survive the issuance of the Project Certificate of Completion).

The Authority shall, within forty (40) days after receipt of the Applicant's written request therefore: (a) issue a Certificate of Completion for the Project; or (b) provide written notice to the Applicant that the Authority has determined that the Project has not been completed in accordance with the Article 80 Submissions approved by the Authority (Non-Compliance Statement). Such Certificate of Completion shall be conclusive evidence that the construction of the Project has been completed in accordance with the approved Article 80 Submissions approved by the Authority and this Agreement, and that obligations to the Authority thereunder have been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Project Certificate of Completion shall survive the issuance of the Project Certificate of Completion).

If the Authority has determined that the Project has not been completed in accordance with the Article 80 Submissions and this Agreement, and that the requested Certificate of Completion cannot be issued, the Authority shall, within such forty day (40) period, provide the Applicant with a Non-Compliance Statement indicating with specificity (a) in what respect the Applicant has failed to complete the Project in accordance with the Article 80 Submissions and this Agreement or is otherwise in default of its construction obligations to the Authority; and (b) what measures or actions will be necessary for the Applicant to undertake or perform in order to comply with the Article 80 Submissions and this Agreement and to obtain the requested Certificate of Completion. Upon compliance by the Applicant with the requirements specified in the Non-Compliance Statement with respect to the Project, the Authority shall issue the Certificate of Completion to the Applicant. Such Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts ("Registry of Deeds").

Notwithstanding the provisions of this Agreement, the Authority shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement or the TAPA.

D. GENERAL PROVISIONS

1. Binding Agreement. This Agreement is binding upon and enforceable against, and shall inure to the benefit of, the Parties and their successors, assigns and legal representatives (including, without limitation, any successor owner or owners of the improvements and/or the Project Site, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Project Site and proceeds with development of the Project.

2. Transfer of Interest. The Applicant shall have the right to transfer or assign its rights and interests in all or a portion of the Project and under this Agreement, provided that:

- (a) at the time of such transfer or assignment, the Applicant is not then in material default (beyond applicable notice and cure periods) of the terms and conditions of this Agreement imposed as of such date;

- (b) the successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by Applicant (unless notwithstanding a transfer or assignment of Applicant's rights and interest in a portion of the Project, such covenants and agreements are to remain those of Applicant);
- (c) Applicant shall deliver to the Authority promptly after such transfer or assignment, a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee; and
- (d) if said transfer or assignment is occurring prior to the issuance of a Project Certificate of Occupancy by the City of Boston Inspectional Services Department, the Applicant shall notify the Authority of said transfer or assignment and obtain the Authority's written approval of said transfer or assignment prior to the transfer or assignment.

Notwithstanding the foregoing, the provisions of this Section shall not be applicable to any financing or refinancing of all or any portion of the Project.

3. Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Applicant in the Project and the applicable portion of the Project Site and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director or employee of the Applicant or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the applicable portion of the Project or Project Site. No holder of a mortgage on the Project or the Project Site shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless and until such holder acquires title to the Project or Project Site by foreclosure or deed in lieu of foreclosure.

4. Notices. All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or

(iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: Director

with a copy to:

Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201-1007
Attention: General Counsel

Applicant: Mother Brook, LLC
c/o The Hamilton Company
39 Brighton Avenue
Boston, MA 02134
Attention: Carl Valeri

with a copy to:

Bernard F. Shadrawy, Jr.
Shadrawy & Rabinovitz
15 Broad Street, Suite 512
Boston, MA 02109

Any such notice shall be deemed to have been given on the date received or refused during normal business hours.

5. Authority Approval. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise in connection with the development of the Project, such consent or approval shall not be unreasonably delayed, conditioned or withheld, nor shall it be made contingent upon or structured so as to require, directly or indirectly, the payment of any fee or charge by

the Applicant or any other interested party. Wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice with respect to projects of similar size, location and complexity shall be used by the Authority in determining the adequacy and sufficiency of the Applicant's performance. Any request for approvals made to the Authority by the Applicant where such approvals shall be deemed granted after a period of non-reply by the Authority shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE

**THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE FROM
THE BOSTON REDEVELOPMENT AUTHORITY. THE FAILURE
TO RESPOND WITHIN _____ BUSINESS DAYS SHALL RESULT
IN AN AUTOMATIC APPROVAL."**

6. Certificate of Status of Agreement. The Authority shall, within fifteen (15) business days after a written request therefor by the Applicant or any mortgagee of the Project or any portion thereof, provide a certificate in writing, as requested or as applicable, that this Agreement or any particular section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is noncompliance, or as to any other matter reasonably related to the Project or this Agreement which the requesting party may reasonably request of this Authority.

7. Authority of Director of Authority. The Authority has authorized the Director of the Authority to take any action hereunder or in connection with the Project on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Process and the issuance of a Certification of Compliance pursuant to Article 80 of the Code), and any action so taken shall be binding upon the Authority.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to

be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9. Governing Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

10. Amendments. This Agreement may be amended only by a written instrument signed by the parties.

11. Business Days. As used herein, the term "business day" shall mean any day other than a Saturday, Sunday or legal holiday in Suffolk County, Commonwealth of Massachusetts.

12. Term. Unless earlier terminated pursuant to any provisions hereof, this Agreement shall expire ten (10) years after the issuance of the Certificate of Occupancy for the Project, and the provisions herein shall be void and null as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions hereof.

13. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The parties have agreed to execute multiple original copies of this Agreement.


14. Enforcement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as an instrument under seal by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

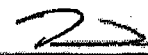


Kevin J. Morrison
General Counsel **LG**
Boston Redevelopment Authority

By: 

John F. Palmieri, Director

MOTHER BROOK, LLC

By: 

Harold Brown, Its Manager

Exhibits

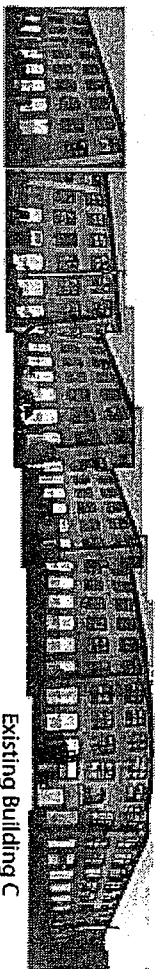
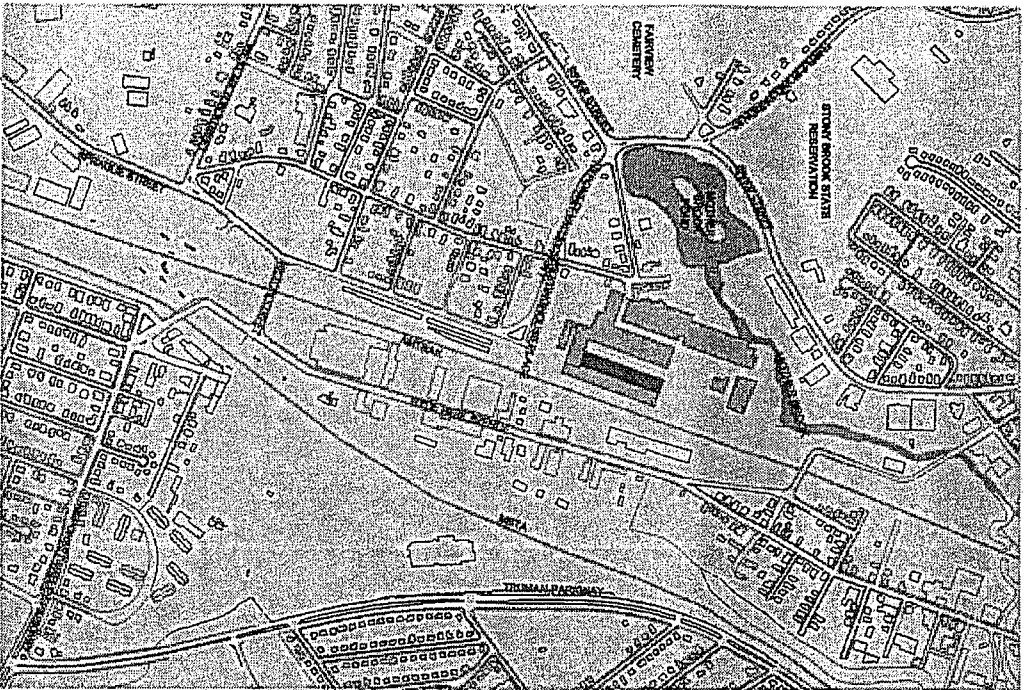
- Exhibit A: Project Locus
- Exhibit B: Scoping Determination
- Exhibit C: Development Review Procedures

Exhibit A
Project Locus



The Lofts At Westinghouse

Hyde Park, MA



Existing Building C

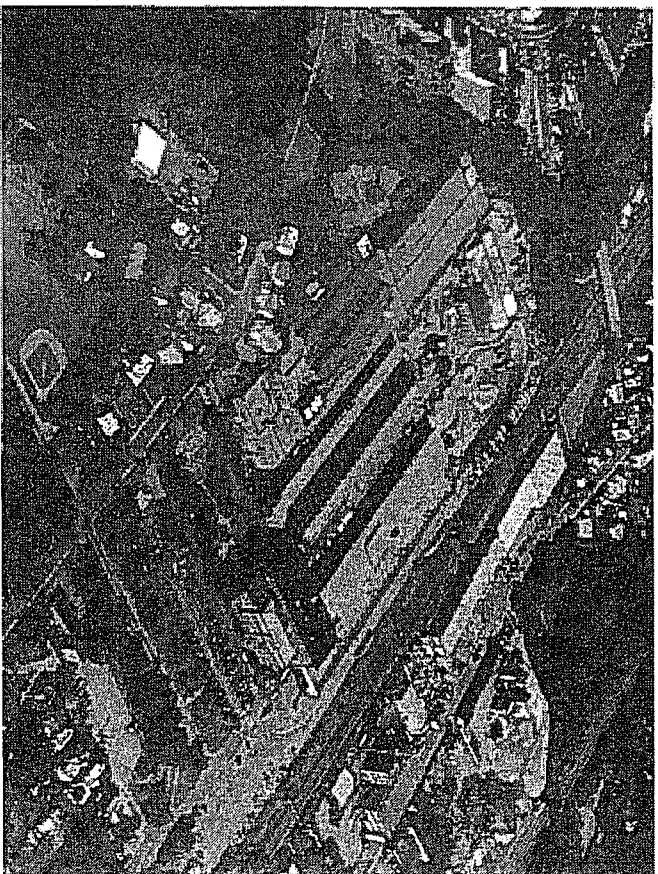


Figure 1
LOCUS/CONTEXT

Exhibit B
Scoping Determination
Waiving Further Review

Boston Redevelopment Authority

Boston's Planning & Economic
Development Office

Thomas M. Menino, Mayor
Clarence J. Jones, Chairman
Paul L. McCann, Acting Director

One City Hall Square
Boston, MA 02201-1007
Tel 617-722-4300
Fax 617-248-1937

April 13, 2007

Mr. Carl Valeri
The Hamilton Company
39 Brighton Avenue
Boston, MA 02134

Re: Scoping Determination Waiving Further Review
26 Damon Street / 1 Westinghouse Plaza
Hyde Park, Massachusetts

Dear Mr. Valeri:

Please be advised that on March 29, 2007, the Boston Redevelopment Authority ("BRA") Board voted its authorization for the Director to issue a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code (the "Code") which (i) finds that the Project Notification Form ("PNF") adequately describes the potential impacts arising from the 26 Damon Street / 1 Westinghouse Plaza Project in Hyde park and provides sufficient mitigation measures to minimize these impacts and (ii) waives further review of the project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA. The Hamilton Company (the "Developer") proposes to substantially renovate the 2nd and 3rd floors into 62 artist live / work spaces while maintaining the industrial / manufacturing uses on the first floor. In addition to the residential units, the Developer proposes to create 70 parking spaces ("Proposed Project").

Pursuant to the March 29, 2007 vote by the BRA, I hereby issue to you this Scoping Determination waiving further review under Section 80B-5.3(d) of the Code in connection with the Proposed Project which (i) finds that the PNF adequately describes the potential impacts arising from the Proposed Project and provides sufficient mitigation measures to minimize the impacts and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BRA.

This Scoping Determination waiving further review shall not become final until nineteen (19) days after the date hereof. I hereby invite the public to comment on the conditions the BRA requires in this Scoping Determination for the mitigation of the Proposed Project's impacts. Such comments must be submitted in writing to the BRA within fourteen (14) days hereof and must be based on significant new information not submitted during the public comment period or scoping session required by Section 80B-5.3(b) and (c) of the Code. The BRA shall consider any comments received and may modify this Scoping Determination to add, delete, or modify the conditions set forth therein, provided

that any such changes shall be made no later than the date on which the Scoping Determination becomes final.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul L. McCann". The signature is fluid and cursive, with the first name "Paul" being the most prominent part.

Paul L. McCann
Acting Director

Exhibit C
Development Review Procedures

BRA

DEVELOPMENT REVIEW GUIDELINES

CITY OF BOSTON
Thomas M. Menino
Mayor

Mark Maloney
Director

Clarence J. Jones
Chairman
Joseph Nigro
Co-Vice Chairman
Michael Taylor
Co-Vice Chairman
Consuelo Gonzalez Tharrell
Treasurer
Christopher Supple
Member
Harry Collings
Executive Director/Secretary

Boston
Redevelopment
Authority



ONE CITY HALL SQUARE BOSTON MASSACHUSETTS 02201
2006

TABLE OF CONTENTS

	<u>Page</u>
<u>INTRODUCTION</u>	3
<u>REVIEW PROCEDURES</u>	5
<u>SUBMISSION REQUIREMENTS</u>	9
<u>ZONING REVIEW GUIDELINES</u>	27
<u>CITY OF BOSTON/BRA POLICIES</u>	28
<u>SELECTED BOARDS AND COMMISSIONS</u>	31
<u>FEES</u>	33
<u>APPENDICES</u>	
<u>Appendix 1:</u>	Massachusetts Environmental Policy Act Review
<u>Appendix 2:</u>	Large Project Review, Planned Development Area Review, Institutional Master Plan Review, and Small Project Review Flow Charts
<u>Appendix 3:</u>	Boston "Smart Model": Two-Dimensional Mapping Standards
<u>Appendix 4:</u>	A Guide for the Preparation of Materials Samples Construction Detail Panels
<u>Appendix 5:</u>	Protocol for Quantitative Pedestrian Level Wind Impact Analysis
<u>Appendix 6:</u>	Sun Altitude/Azimuth Table

INTRODUCTION

The Boston Redevelopment Authority ("BRA" or "Authority") was created in 1957 to oversee the design and implementation of Boston's urban renewal plans. Since then, the BRA's role has grown with the city. Today, the agency's responsibilities include planning, workforce development, and overall economic development. The internal structure of the BRA reflects its expanded responsibilities. The inclusion of the Economic Development and Industrial Corporation of Boston ("EDIC") and its Office of Jobs and Community Services ("JCS") into the BRA umbrella combines the Authority's planning and economic development roles with the workforce development programs of JCS to create a Boston that works for residents and businesses alike.

As the City of Boston's planning and economic development agency, the BRA has regulatory responsibility for reviewing major development proposals in Boston. The BRA's review authority covers a wide range of projects as outlined under the Boston Zoning Code ("Code").

The BRA reviews development proposals for compliance with the general plan for the City of Boston, which includes relevant master plans, zoning, and City programs and goals. General review criteria may vary depending on location, type, and size of the project. Design review criteria include references to building height, massing, materials, and other guidelines that preserve Boston's history, reconnect its urban fabric, and advance its character. Environmental criteria include a project's impacts on sunlight, wind, groundwater, and air and water quality, both during construction and upon completion. Transportation review, undertaken in coordination with the Boston Transportation Department ("BTD"), focuses on the impacts of traffic generation, parking, and loading, and examines proposed changes to rights-of-way, encroachments on public space, curb cuts, and requirements of the Boston Air Pollution Control Commission, if applicable. Employment impact review focuses on the nature and quality of jobs likely to result from the project and the degree to which those jobs will be accessible to Boston residents. Other review criteria include impacts on both infrastructure systems and capacities, and on historic resources. Review criteria are included in the Code and other planning documents. Community participation is encouraged and supported throughout the review process.

This booklet sketches the BRA's review process, describes the conditions that initiate the BRA's various review functions, defines the stages of its review, and provides a comprehensive list of submission requirements. The extent of the review is outlined at an initial meeting between the developer and BRA staff in accordance with the development review procedures of Article 80 of the Code ("Article 80"), and further defined as required in a scoping determination issued by the BRA for a proposed project.

State review of projects may be required under the Massachusetts Environmental Policy Act ("MEPA") to evaluate environmental impacts. Since MEPA applies to a number of projects that undergo BRA review, MEPA's authority and procedures are outlined in Appendix 1. State and BRA reviews are generally coordinated in such cases.

A building permit must be obtained from the City of Boston's Inspectional Services Department

("ISD") upon completion of the review process. ISD is responsible for enforcing the Code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy. In accordance with Article 80, the Commissioner of ISD will not issue a building permit unless he or she has received the requisite Certification of Compliance, Consistency, and/or Approval, as applicable, as well as an approved set of contract documents from the BRA. Likewise, no building permit will be issued until and unless zoning relief and compliance has been secured.

REVIEW PROCEDURES

To evaluate the quality and appropriateness of a proposal based on objectives stated in plans, guidelines, and regulations governing development in Boston, the BRA conducts a four-stage review process. This review is conducted by BRA staff from the agency's economic development, planning, and workforce development (Office of Jobs and Community Services or "JCS") divisions together with staff from the BTD, Boston Environment Department ("Environment"), Boston Public Works Department ("Public Works"), the Boston Water and Sewer Commission ("BWSC") and other City agencies, departments, or commissions as necessary. Staff is also assisted on a project-by-project basis by general community involvement, citizen advisory groups or task forces, professional associations, and other constituencies. The time frame for development review and the sequence of phasing may vary depending on the size and complexity of the project.

Step One: Development Concept

Projects are either privately or publicly initiated and the first step in development review varies accordingly.

For a privately initiated project, the developer contacts the BRA with a letter of intent that briefly describes the proposed project. For a Planned Development Area ("PDA") proposal, or Institutional Master Plan ("IMP") or equivalent, where specific projects may be less defined (or the overall plan area encompasses more than the single proposed project), the developer or institution should set up an initial meeting with the BRA to establish submission protocols. The BRA meets with the developer to discuss the development concept, government regulations and procedures, and submission requirements appropriate to the project from the comprehensive list included in this document. If appropriate, an Impact Advisory Group composed of residents, businesses, and community organizations from the impacted area will be formed to advise BRA staff in the consideration of project impacts and appropriate mitigation.

Publicly initiated projects include the disposition or leasing of City- or BRA-owned property that, because of size and location, require development review by the BRA. For BRA-owned properties, the BRA will prepare a developer's kit for a specific site, outlining the development concept and guidelines. A Request for Proposals ("RFP") to develop the site is publicly advertised. The responses are reviewed by the BRA and, as appropriate, the community. Following review, the BRA will grant tentative designation to a developer. In some cases for BRA-owned property, tentative designations will not be made until after full Article 80 review. The City follows a similar process for disposing of its properties.

From this point on, publicly and privately initiated projects follow similar review procedures.

Step Two: Article 80 of the Code

Article 80 of the Code allows public agencies to draw on the knowledge and experience of communities in the review of proposed projects. Article 80 contains four types of review: Large Project Review (Article 80B), Planned Development Area Review (Article 80C), Institutional Master Plan Review (Article 80D), and Small Project Review (Article 80E). Flow charts illustrating each of these processes may be found in Appendix 2.

Large Project Review applies to virtually all major projects in Boston, usually defined as projects that add at least 50,000 square feet of gross floor area or rehabilitate at least 100,000 square feet of gross floor area. Through Large Project Review, the BRA, guided by comments from the public, examines a project's impacts on its immediate surroundings and the city as a whole. Depending on the project's size, location, and use, the review may address the project's impacts in a variety of areas, including traffic and parking, environmental protection (wind, shadow, noise, etc.), the design character of the area, historic buildings, infrastructure systems (water, sewer, etc.), and employment. Based on the outcome of the review, the BRA may require the developer to modify the project's size, mass, or design or take other measures to mitigate anticipated impacts. Public input through community meetings and comment periods is an important part of this review process.

Planned Development Area Review applies to certain overlay districts that establish special zoning controls for large or complex projects. To qualify for PDA Review, a site must be at least one acre in size. The special zoning controls are laid out in a Development Plan for each PDA. PDA Review is similar to Large Project Review in terms of impact assessments. Approval requires public hearings before the BRA Board and the Boston Zoning Commission. Once a PDA is approved, components within the plan area may be submitted all at once or in phases over time (proposed project submissions initiated thus are Development Plan submissions) for design review and final permitting. Individual projects must still undergo Large Project Review or Small Project Review as appropriate. Public input through community meetings and comment periods is an important part of this review process.

Institutional Master Plan Review usually applies to large institutional campuses such as hospitals and universities. In these cases, institutions are required to submit a long-range development program, encompassing a minimum of ten (10) years. This allows the BRA and the community a context within which to evaluate an institution's proposed projects and the potential effects of institutional growth on the surrounding area. The resulting IMP, upon approval by the BRA and the Boston Zoning Commission, allows projects whose specific uses, density, massing, and location are defined within the IMP to be proposed as of right. Individual projects must still undergo Large Project Review or Small Project Review as appropriate. Institutional Master Plan Review also involves impact assessments comparable to the above, and requires public hearings before and approval by the BRA Board and the Boston Zoning Commission. Institutions submitting an IMP are also required to submit biennial updates, per the Code, including such information as enrollment, employment, and economic impacts as well as any other circumstances that may differ from the original IMP or may prove relevant to understanding changing institutional conditions. Public input through community meetings and comment periods is an important part of this review process.

Small Project Review applies to all minor projects in Boston, usually defined as projects that add between 20,000 and 50,000 square feet of gross floor area or result in the construction of fifteen (15) or more new residential units. Small Project Review often entails community review as well as design review by the BRA's Urban Design department.

Please see Article 80 of the Code for additional detail about the different review categories. Certain requirements of the Code may trigger Article 80 review automatically in some districts, and as-of-right zoning limits in many districts are enhanced by voluntary submission to Large

Project Review. Also, please note well public notification requirements as outlined in Article 80A and elsewhere.

Step Three: Design Review

Design review is an essential element of the full review process. The BRA's Urban Design department, in conjunction with the planning and economic development staff, considers the compatibility of a project with its surroundings in terms of massing, height, materials, ornamentation, fenestration, landscaping, and access. The elements of ongoing design review include: (i) Project Schematics, (ii) Design Development plans, (iii) Contract Document plans, and (iv) Construction Inspection, as further defined in Section IV – Submission Requirements. Design review often begins prior to the submission of a Letter of Intent, but is fully engaged in the early stages of schematic design. A list of required submissions for design review is included in the section of this report entitled Submission Requirements. IMPs and PDAs larger than a single site will generally be asked to include a larger context area in their urban design analysis, showing relationships and connections to the neighborhood or district, its uses, its character, and its infrastructure.

As part of the design review process, certain projects are subject to Article 28 of the Code – Boston Civic Design Commission ("BCDC") review. BCDC review considers the relationship of a proposed project to the public realm of the City of Boston. Generally those projects at or over 100,000 gross square feet, or located within PDAs or IMP areas, are subject to review by the BCDC. The BCDC may also, at its discretion, choose to review proposed projects of somewhat less than 100,000 SF if such are determined to have a significant potential impact upon the public realm of the neighborhood or City. The BCDC is advisory to the BRA and must act on a project before approvals may be obtained through the BRA. In general, both BCDC and BRA Article 80 review take place during the development of the schematic design for a given project.

Step Four: Project Agreements

Certain agreements are often required between the BRA and other City agencies and a developer prior to the issuance of a building permit by ISD. The following agreements, where applicable, may be requested of a project proponent:

- Affirmative Fair Housing Marketing Plan or Fair Housing Marketing Plan (with Boston Fair Housing Commission)
- Affordable Housing Agreement
- Boston Residents Construction Employment Plan
- Construction Management Plan (with BTB)
- Cooperation Agreement
- Development Impact Project ("DIP") Agreement
- Disclosure of Beneficial Interests
- First Source Agreement and Memorandum of Understanding (with the Office of Jobs and Community Services)
- Transportation Access Plan Agreement ("TAPA") (with BTB)

Once project agreements have been executed and construction has begun under the approved contract document plans, mock-up panels (materials review), construction change orders, and

any specified unresolved issues or details will be subject to ongoing review. The developer must request permission from the BRA and ISD prior to making changes from approved drawings if such changes involve modifications to the exterior or interior lobbies that can be viewed from the exterior. Site visits may be conducted to ensure construction of the project is in accordance with the contract documents.

After review of the completed project by BRA staff, a Certification of Completion will be approved by the BRA Board, certifying that the construction of the project has been completed according to the terms of the Authority's agreements with the developer. Additionally, a Certification of Compliance will be approved by the BRA, certifying the status of the developer's compliance with mitigation requirements and public benefits set forth in the agreements between the developer and the Authority, such as the Cooperation Agreement and Development Impact Project Agreement.

PROJECT REVIEW SUBMISSION REQUIREMENTS

Following is a comprehensive list of BRA submission requirements. Developers of large projects (Large Project Review), typically those greater than 50,000 square feet in size, are required to provide much of this information. Smaller proposals (Small Project Review) provide only the information appropriate to their context and complexity, as defined by the BRA. Some data are relevant especially to submission of IMP or PDA proposals. ISD or other City requirements may be obtained from the specific department. Developers should work with BRA project managers to determine the applicability of the requirements listed below.

In addition to full-size scale drawings, a completed Project Information Form, 25 copies (or as advised by the BRA) of a bound booklet containing all submission materials reduced to size 8-1/2" x 11", except where otherwise specified, are required, as well as one copy in digital format (e.g., Adobe Acrobat). For projects to be reviewed by the BCDC, 15 booklets containing the applicant and zoning information and the design submission materials are required, to be submitted one week before the initial presentation to the BCDC.

I. APPLICANT INFORMATION

A. Development Team

1. Names
 - a. Developer (including description of development entity or Chapter 121A entity)
 - b. Attorney
 - c. Project consultants (e.g., Architect, U.S. Green Building Council Leadership in Energy and Environmental Design ("LEED") Accredited Professional)
2. Business address and telephone number for each
3. Designated contact for each
4. Description of current or formerly-owned developments in Boston

B. Legal Information

1. Legal judgments or actions pending concerning the proposed project
2. History of tax arrears by the development team on other property owned in Boston
3. Property Title Report including current ownership and purchase options of all parcels in the development site

II. PROJECT AREA

A. Description of Metes and Bounds

B. Dimensional Information

1. For areas requiring limited takings or air rights volumes, description of specific dimensional bounds of such areas accompanied by design documentation which clearly indicates structure, purpose, and use within such volumes

C. Current Zoning

III. PROJECT DESIGN

A. Phase I Submission: Project Schematics

The following submission requirements apply to any project subject to Large (or Small, at the discretion of the BRA) Project Review as well as PDA Development Plans. Certain PDAs and IMPs will require more generalized and broader information establishing a framework within which the proposed projects will be set. As these plans establish the equivalent of a zoning district, this additional material is key in evaluating not only the impacts of proposed projects within the PDA, but also how those plan areas fit within the context of the city.

1. Written description of program elements and space allocation (in square feet) for each element, as well as project totals
2. Neighborhood plan, elevations and sections at an appropriate scale (1":100' or larger as determined by the BRA) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Color or black and white 8"x10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line or other approved drawings) showing the proposal (including main entries and public passages/areas) in the context of the surrounding area. Views should display a particular emphasis on important viewing areas such as key intersections or public parks/attractions. Long-ranged (distanced) views of the proposed project should also be studied to assess the impact on the skyline or other view lines. At least one bird's-eye perspective should also be included. All perspectives should show (in separate comparative sketches) both the build and no-build conditions. The BRA should approve the view locations before analysis is begun. View studies should be cognizant of light and shadow, massing and bulk.
6. Additional aerial or skyline views of the project, if and as requested
7. Site sections at 1":20' or larger (or other scale approved by the BRA) showing relationships to adjacent buildings and spaces
8. Site plan(s) at an appropriate scale (1":20' or larger, or as approved by the BRA) showing:
 - a. general relationships of proposed and existing adjacent buildings and open spaces
 - b. open spaces defined by buildings on adjacent parcels and across streets
 - c. general location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. survey information, such as existing elevations, benchmarks, and utilities
 - f. phasing possibilities

- g. construction limits
- 9. Model made of bass wood at a 1"=10' scale minimum with the surrounding context with the proposed projects and existing conditions extending to a minimum three-block radius beyond each development parcel
- 10. A massing model of the proposal in a digital 3D Max format. The digital model must illustrate the proposal and its immediate surrounding blocks in sufficient detail using texture mapping. The digital specifications of the model must be made in coordination with the BRA Urban Design Department to fit the BRA's city-wide digital model
- 11. Study model at 1":16' or 1":20' showing preliminary concept of setbacks, cornice lines, fenestration, facade composition, etc.
- 12. Drawings at an appropriate scale (e.g., 1":8', 1":16', or as determined by BRA) describing architectural massing, facade design and proposed materials including:
 - a. building and site improvement plans
 - b. neighborhood elevations, sections, and/or plans showing the development in the context of the surrounding area
 - c. sections showing organization of functions and spaces, and relationships to adjacent spaces and structures
 - d. preliminary building plans showing ground floor and typical upper floor(s)
 - e. phasing, if any, of the proposed project
- 13. A written and/or graphic description of the building materials and its texture, color, and general fenestration patterns
- 14. U.S. Green Building Council LEED Project Checklist/Scorecard
- 15. Electronic files describing the site and proposed project at Representation Levels one and two ("Streetscape" and "Massing") as described in the document *Boston "Smart Model": Two-Dimensional Mapping Standards* (Appendix 3)
- 16. Full responses, which may be in the formats listed above, to any urban design-related issues raised in preliminary reviews or specifically included in the BRA scoping determination, preliminary adequacy determination, or other document requesting additional information leading up to BRA Board action, inclusive of material required for BCDC review
- 17. Proposed schedule for submission of all design or development-related materials

In addition, all IMP and PDA Master Plan submissions (for areas comprising more than a single site/structure) shall include the following, again in printed and duplicable digital format, and revised as required during the review process for later reference:

- 18. A comprehensive Plan Area map, clearly indicating bounds and all site locations and approximate building footprints
- 19. Such Plan Area map, modified to show (a) existing and (b) proposed zoning restrictions
- 20. For IMPs, a table and map listing all buildings owned or leased by the institution, both on and off the campus, and indicating
 - a. total area including area below grade
 - b. uses and area devoted to each use
 - c. height in feet and number of floors, including floors below grade
 - d. age
 - e. condition
 - f. proposed action (rehabilitation, demolition, replacement, or other) during

the term of the IMP

- g. proposed uses with area devoted to each use
- 21. Uses (specifying the principal sub-uses of each land area, building, or structure)
- 22. Square feet of gross floor area within Plan Area
- 23. Square feet of gross floor area eliminated from existing buildings through demolition of existing facilities
- 24. Floor area ratios, individually and in total
- 25. Building heights within Plan Area
- 26. Parking areas or facilities, both existing and to be modified or provided in connection with proposed projects
- 27. A series of neighborhood plans (to the extent not covered in item #2 above) at a scale of 1":100' showing existing and proposed building heights, building uses, pedestrian circulation, and vehicular circulation of cars, service vehicles, and buses, shuttles, or ambulances; the area to be included in the plans shall extend not less than 1,500 feet in all directions from the proposed project site except as specifically agreed upon otherwise by the BRA
- 28. Diagrammatic sections through the neighborhood (to the extent not covered in item #2 above) cutting north-south and east-west at the scale and distance indicated above
- 29. True-scale three-dimensional graphic representations of the area indicated above either as aerial perspective or isometric views showing all buildings, streets, parks, and natural features
- 30. A study model at a scale of 1":40' showing the proposal in the context of other buildings extending 500 feet in all directions from the project site or as determined by the BRA. If the Plan Area is within the area of the BRA's Downtown 1":40' Model, see #11 above

B. Phase II Submission: Design Development (At this stage, all relevant PDA or IMP Plan material has been submitted and approved; the building design progresses in this and the following phases.)

- 1. Revised written description of project
- 2. Revised site sections
- 3. Revised site plan showing:
 - a. relationship of the proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets
 - b. proposed site improvements and amenities including paving, landscaping, lighting and street furniture
 - c. building and site dimensions, including setbacks and other dimensions subject to zoning requirements
 - d. any site improvements or areas proposed to be developed by some other party (including identification of responsible party)
 - e. proposed site grading, including typical existing and proposed grades at parcel lines
- 4. Dimensional drawings at an appropriate scale (e.g., 1":8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:
 - a. building plans and elevations

- b. preliminary structural drawings
 - c. preliminary mechanical drawings
 - d. sections
 - e. elevations showing the project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials
5. Large-scale (e.g., 3/4":1') typical exterior wall sections, elevations, and details sufficient to describe specific architectural components and methods of their assembly
 6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces
 7. A study model at an appropriate scale (e.g., 1":8', 1":16', or as determined after review of schematic design) showing refinements of façade design.
 8. Eye-level perspective drawings showing the revised project in the context of the surrounding area
 9. Preliminary samples of all proposed exterior materials (see Appendix 4)
 10. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval, if and as requested by the BRA.
 11. U.S. Green Building Council LEED Project Checklist/Scorecard
- All above information may be additionally requested in either booklet or suitable electronic form.

C. Phase III Submission: Contract Documents (At this stage, a project has likely received approval and is seeking building permits from ISD.)

1. Final written description of project, including final program breakdown
2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking
3. Complete architectural and engineering drawings and specifications. One set for BRA reference; additional sets or cover sheets as required for stamped approvals prior to submission to ISD
4. A complete list of exterior building and site materials and plantings, including a materials sample board if and as requested (see Appendix 4)
5. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets, sidewalks, pathways, and site improvements
6. Site and building plan at 1":100' for Authority's use in updating its 1":100' photogrammetric map sheets, if and as requested
7. Revised basswood models of final project design suitable for placement, if and as appropriate, in the applicable BRA model bases
8. A massing model of the proposal in a digital 3D Max format. The digital model must illustrate the proposal and its immediate surrounding blocks in sufficient detail using texture mapping. The digital specifications of the model must be made in coordination with the BRA Urban Design Department to fit the BRA's city-wide digital model
9. Electronic files describing the site at Representation Levels three and four ("Building Envelope" and "Photo-realistic") as described in the document Boston "Smart Model": Two-Dimensional Mapping Standards. This should include the

- site, if topology has been altered
10. U.S. Green Building Council LEED Project Checklist/Scorecard
 11. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval, if and as requested by the BRA.

All above information may be requested in electronic form suitable to the BRA for purposes of reference and information. All above information may be requested in booklet form for limited distribution or reference.

D. Phase IV Submission: Construction Inspection (Phase IV occurs throughout the construction period.)

1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents that affect site improvements, exterior facades, roofscape (inclusive of HVAC equipment and mechanical or access penthouses), and interior public spaces submitted to the Authority for review and approval prior to effectuation
2. Shop drawings of architectural components which differ from or were not fully described in the contract documents
3. Information or modifications requested as a condition of approval by the BRA
4. A signage plan or specific signage or building identification proposals
5. A lighting plan or any specific site or building facade lighting proposals, inclusive of any off-site lighting of buildings or monuments undertaken in conjunction with the project
6. Mock-up panels: Full-size assemblies (at the project site) of significant exterior materials, inclusive of proposed details of construction (joint materials including grout or caulking, window frames, mullions, and panning, glass and spandrel panels, masonry or other patterning) and including all feasible facade conditions. Drawings of proposed mock-up panels shall be submitted to the BRA for review and approval prior to erection. Approval of all materials, including both site and building materials, shall not be deemed final until after this mock-up panel review has been completed by the BRA (see Appendix 4)
7. Viewing of any additional models or mock-ups promulgated by the developer for marketing or other purposes
8. U.S. Green Building Council LEED Project Checklist/Scorecard

IV. BRA PROJECT IMPACT ASSESSMENT

Whether or not a project comes within the purview of the MEPA review requirements, the BRA may request all or several of the environmental analyses listed below. The extent of analyses required depends on the size, location, and complexity of the project as defined in the scoping determination issued during Article 80 review.

A. Transportation Impacts/Access Plan

1. Parking
 - a. Number of spaces provided indicating public and private allocation
 - b. Reduction in parking from previous use of site
 - c. Proposal's impact on demand for parking
 - d. Parking plan, including layout, access, and size of spaces

- e. Evidence of compliance with City of Boston parking freeze requirements
- 2. Loading
 - a. Number of docks
 - b. Location and dimension of docks
- 3. Access
 - a. Size and maneuvering space on-site or in public right-of-way
 - b. Access, curb cuts, and/or sidewalk changes required
- 4. Vehicular Traffic
 - a. Project vehicular traffic demand and generation (daily and peak-hours) and distribution
 - b. Circulation and access impacts on the local and regional street system and local intersections (traffic impact area), including capacity and level-of-service analyses
 - c. Modal split and vehicle occupancy analysis
- 5. Public Transportation
 - a. Location and availability of public transportation facilities
 - b. Usage and capacity of existing system
 - c. Peak-hour demand and capacity analysis
 - d. Measures to encourage use of public transportation
- 6. Pedestrian Circulation
 - a. Demand and capacity analysis on project area sidewalks
 - b. Connections to public transportation station stops
 - c. Effect on pedestrian flows of project parking and servicing entrances and exits
- 7. Access Plan
 - a. Measures to manage parking demand and optimize use of available parking spaces, including:
 - Proposed rate structure(s)
 - Ride-sharing incentives and information dissemination
 - Set-asides for high-occupancy-vehicles: number and location
 - Set-asides for after morning commuter peak (usually 9:30 or 10:00 a.m.)
 - b. Measures to encourage public transportation use, including:
 - Mass transit information dissemination
 - MBTA pass sales and subsidies
 - Direct station links or pedestrian connections
 - c. Measures to reduce peaking, including:
 - Encouragement of flexible work hours
 - Restrictions on service and good deliveries
 - d. Measures to mitigate construction impacts, including:
 - Time and routes of truck movements
 - Storage of materials and equipment
 - Worker parking and commuting plan
 - e. Monitoring and reporting measures

B. Environmental Protection

- 1. Wind
 - a. A qualitative or quantitative (wind tunnel) analysis of pedestrian level winds may be required for existing (no-build) and build conditions. Wind

tunnel testing shall be required for:

Any building higher than 150 feet

Any building 100 feet high and at least two times higher than the adjacent buildings

Any other building which falls below these thresholds but because of its context and particular circumstances would require wind tunnel testing

- b. The analysis shall determine potential pedestrian level winds adjacent to and in the vicinity of the project site and shall identify any areas where wind velocities are expected to exceed acceptable levels, including the Authority's guideline of an effective gust velocity of 31 miles per hour (mph) not to be exceeded more than 1% of the time
- c. The analysis also shall determine the suitability of particular locations for various activities (e.g., walking, sitting, eating, etc.) as appropriate
- d. Particular attention shall be give to public and other areas of pedestrian use, including, but not limited to, entrances to the project and adjacent buildings, sidewalk adjacent to and in the vicinity of the project buildings, and parks, plazas, and other open spaces and pedestrian areas near the project development
- e. Wind speeds shall be measured in miles per hour
- f. For areas where wind speeds are projected to be dangerous or to exceed acceptable levels, measures to reduce wind speeds and to mitigate potential adverse impact shall be identified and, if appropriate, tested
- g. Should a qualitative analysis indicate the possibility of excessive or dangerous pedestrian level winds, additional analyses, including wind tunnel testing may be required
- h. Wind tunnel testing shall be conducted in accordance with the Protocol for Quantitative Pedestrian Level Wind Impact Analysis (Appendix 5)

2. Shadow

- a. Shadow analysis may be required for existing (no-build) and build conditions for the hours of 9:00 a.m., 12:00 noon, and 3:00 p.m. for the vernal equinox, summer solstice, autumnal equinox, and winter solstice and for 6:00 p.m. in the summer and fall. In addition, on a case-by-case basis, analysis for other times of day (e.g., 10:00 a.m.) may be required
- b. Shadow analysis shall be conducted using the Sun Altitude/Azimuth Table (see Appendix 6)
- c. The shadow impact analysis must include net new shadows as well as existing shadows; net new shadows shall have a clear graphic distinction. For purposed of clarity, new shadows should be shown in a dark, contrasting tone distinguishable from existing shadows
- d. Shadow analysis must show the incremental effects of the proposed development on existing and proposed public open spaces and pedestrian areas (including transit stops), including, but not limited to, sidewalks and pedestrian walkways adjacent to and in the vicinity of the proposed project and parks, plazas, and other open space areas. The analysis must clearly label all streets, vehicular paths, public open spaces, and pedestrian areas adjacent to and in the vicinity of the proposed project area. A North arrow shall be provided on all figures.
- e. Additional shadow analysis may be required depending on the particular circumstances or physical characteristics of the project site, including its

- solar orientation relative to public open spaces, pedestrian and street patterns, existing shadows in the area, historic resources, defined shadow impact areas, or other appropriate factor
- f. If location in relation to Boston Common or Public Garden dictates, analyses indicating any impacts (including potential draw from the 'shadow bank') or proving no impacts within the prescribed exclusion times shall be performed
3. Daylight
- a. Daylight analysis may be required for no-build, build, and as-of-right conditions (as well as examples from the broader context) and shall be conducted by measuring the percentage of skydome that is obstructed by the proposed project
- b. Daylight analysis, if required, shall be taken for each major building façade fronting public ways or passages
- c. The daylight analysis shall be conducted by use of the Boston Redevelopment Authority Daylight Analysis ("BRADA") computer program
- d. The analysis shall treat three elements as controls for data comparison: 1) existing conditions; 2) the context of the area; and, 3) the as-of-right zoning envelope
4. Solar Glare
- a. Analysis of solar glare impact on potentially affected streets and public open spaces and pedestrian areas is required, if applicable, to determine the potential for visual impairment or discomfort due to reflective spot glare
- b. Analysis of the potential for solar heat buildup in any nearby buildings receiving reflective sunlight from the proposed project is required, if applicable
5. Air Quality
- a. An evaluation of the impact on local and regional air quality from a significant stationary source may be required
- b. A microscale analysis predicting localized carbon monoxide concentrations should be performed, including identification of any locations projected to exceed the National or Massachusetts Ambient Air Quality Standards, for projects in which: 1) project traffic would impact intersections or roadway links currently operating at Level of Service ("LOS") D, E, or F or would cause LOS to decline to D, E, or F; 2) project traffic would increase traffic volumes on nearby roadways by 10% or more (unless the increase in traffic volume is less than 100 vehicles per hour); or, 3) the project will generate 3,000 or more new average daily trips on roadways providing access to a single location.
- c. A mesoscale analysis predicting the change in regional emissions of volatile organic compounds ("VOCs") and nitrogen oxides ("NOx") should be performed for projects that generate more than 10,000 vehicle trips per day. The above analyses shall be conducted in accordance with the modeling protocols established by the Massachusetts Department of Environmental Protection ("DEP") and the U.S. Environmental Protection Agency ("EPA").
- d. Emissions from any parking facility constructed as part of the project and from the project's heating and mechanical systems must be estimated. In addition, carbon monoxide monitors shall be installed in all enclosed

- parking facilities and a description of the proposed ventilation system must be provided
- e. Building/garage air intake and exhaust systems and specifications and an analysis of the impact of exhausts on pedestrians and any sensitive receptors must be identified and described
 - f. Mitigation measures required to minimize or avoid any violation of state or federal ambient air quality standards must be described
6. Water Quality and Resources
- a. The impacts of the proposed project on the water quality of Boston Harbor or other water bodies that could be affected by the proposed project must be evaluated, if applicable
 - b. The impacts of any in-water construction activities must be evaluated, if applicable, including dredging, pile driving, pile removal, pier reconstruction, seawall or shoreline stabilization and/or repair, and site de-watering and runoff
 - c. Study must be made of the potential increase in turbidity and impact on benthic organisms, fish, and other marine resources
 - d. Mitigation measures to reduce or eliminate impacts on water quality must be described
7. Flood Hazard Zone/Wetlands
- a. Where appropriate, a determination must be made of whether or not a proposed project falls within a Federal Flood Hazard Zone or requires a Wetlands Permit
 - b. The impact of the proposed project on wetland resources must be evaluated, if applicable
 - c. Measures to minimize potential flood damage and to comply with city and federal flood hazard regulations and any Order of Conditions issued by the Boston Conservation Commission must be described, if applicable
8. Stormwater Management (see also Infrastructure)
- a. Existing and future stormwater drainage from the project site must be described and quantified
 - b. Best Management Practices must be offered to prevent groundwater contamination and to promote the retention of stormwater discharges within the project site
 - c. Compliance with the Commonwealth's Stormwater Management Policy must be indicated, if applicable. Projects involving disturbances of land of one acre or more shall obtain a Stormwater National Pollution Discharge Elimination System ("NPDES") General Permit for Construction from the EPA and the DEP. If a permit is required, a stormwater pollution prevention plan shall be submitted to the BWSC and BRA (and DEP, if requested) prior to commencing construction
 - d. Measures to reduce Inflow/Infiltration into the stormwater drainage system must be described, if applicable
9. Noise
- a. Noise impacts from the proposed project must be analyzed, including rooftop mechanical equipment and other noise sources (e.g., emergency generators), and a determination made of compliance with City of Boston noise regulations and applicable state and federal regulations and guidelines
 - b. For residential projects, noise levels shall be evaluated to determine

conformance with the Interior Design Noise Level (not to exceed day-night average sound level of 45 decibels) established by the U.S. Department of Housing and Urban Development (24 CFR Part 51, Subpart B)

- c. Mitigation measures to reduce excessive noise levels to acceptable limits must be described
 - d. A post-construction noise monitoring program may be required to ensure predicted and modeled noise levels are consistent with all applicable City, State, and Federal noise criteria and regulations. Cooperation Agreements may require commitments to post-construction monitoring on a case-by-case basis
10. Solid and Hazardous Wastes
- a. Any known or potential hazardous wastes or contaminants on the project site must be described, together with a description of remediation measures to ensure their safe removal and disposal, pursuant to M.G.L., Chapter 21E and the Massachusetts Contingency Plan
 - b. Any potential hazardous wastes to be generated by the proposed project must be identified (see also Infrastructure)
 - c. The existence of underground storage tanks ("USTs"), and above ground storage tanks ("ASTs") on the project site must be identified
 - d. Potential waste generation must be estimated and plans for disposal indicated
 - e. Measures to promote the reduction of waste generation and to promote recycling in compliance with the city's recycling program must be described
11. Groundwater
- a. An engineering analysis of the impact of development on groundwater levels, surrounding structures, and wooden pile foundations must be performed
 - b. An assessment of existing groundwater level conditions and an inventory of buildings that may be supported on wooden piles should be provided
 - c. A description of measures to be used to ensure that groundwater levels will not be lowered during and after construction must be provided, including monitoring of groundwater levels, as applicable
 - d. Mitigation measures must be described such as recharging or recirculating systems, as applicable
 - e. The installation of permanent monitoring wells shall be required
 - f. If monitoring wells are located on private property, permanent easements for access by the Boston Groundwater Trust ("BGT"), or its designated representative, shall be provided
 - g. A mechanism for monthly reporting of monitoring well data to the BRA and BGT should be established
 - h. If on-going pumping or dewatering is required, the metering of discharge should be conducted with oversight by the BWSC
 - i. If the project is located within the Groundwater Conservation Overlay District an analysis demonstrating compliance with Article 32 of the Code must be performed
12. Geotechnical
- a. Existing subsoil conditions must be analyzed, including the potential for

- ground movement and settlement during excavation, and the potential impact on adjacent and nearby buildings and infrastructure
- b. Foundation construction methodology, the amount and method of excavation, if applicable, and the need for any blasting and/or pile driving and the impact on adjacent buildings and infrastructure must be fully described
- c. As applicable, a Vibration Monitoring Plan shall be developed prior to commencing construction activities to ensure that impacts from project construction on adjacent buildings and infrastructure are avoided
- d. Mitigation measures to minimize and avoid damage to adjacent buildings and infrastructure must be described
- e. Consistent with the State building code, the earthquake potential in the project area shall be analyzed and a description of measures to be implemented to mitigate any adverse impacts from an earthquake event shall be provided

13. Construction Impacts

- a. Potential dust generation and pollutant emissions from construction activities and equipment and measures to control these emissions must be identified
- b. If asbestos-containing materials, lead paint, or other hazardous materials are identified during demolition, renovation, or removal of building materials, compliance with DEP, the Boston Public Health Commission, and ISD guidelines and requirements must be demonstrated
- b. Potential noise generation from construction activities and equipment and measures to minimize increase in noise levels must be identified
- c. Construction staging areas and construction worker parking must be described; measures to encourage car pooling and/or use of public transportation by construction workers must be identified
- d. Construction schedule and hours of operation must be described
- e. Access routes for construction trucks and estimate of anticipated volume of construction truck traffic must be described
- f. Construction methodology and excavation, maintenance of groundwater levels, and measures to prevent any adverse impacts on adjacent buildings and infrastructure must be described
- g. The method of demolition of any existing buildings on site must be identified, if applicable
- h. Potential recycling of construction and demolition debris must be identified
- i. Best Management Practices to control erosion and prevent the discharge of sediments and contaminated groundwater or stormwater runoff into the City's drainage system must be offered
- j. The impact of project construction on rodent populations must be identified and the proposed rodent control program must be described
- k. Measures to protect the public safety must be described
- l. Coordination of project construction with any other construction projects in the vicinity during the same construction time period should be described

14. Wildlife Habitat/Natural Features

- a. Significant flora and fauna present at the project site must be identified, if applicable

- b. Any significant natural features and geologic conditions must be identified, if applicable
 - c. Mitigation measures to preserve and avoid damage to any significant natural features and resources must be described
- C. Urban Design (See above for detailed submission scope)
- D. Sustainable Development/High Performance Green Buildings
 - 1. Analyze and document the project according to the U.S. Green Building Council LEED building rating system. According to building type, follow the most appropriate LEED building rating system and document how the proposed project design and construction practices comply with the LEED Building Rating System and implied standards on a point by point basis. Following are the current LEED-NC v2.1 section headings; consult with the BRA and/or the U.S. Green Building Council for the most appropriate rating system and current standards. The BRA will update these standards consistent with the most current standards.
 - a. Sustainable Sites (Erosion & Sedimentation, Site Selection, Development Density, Alternative Transportation, Brownfield Redevelopment Reduced Site Disturbance, Stormwater Management, Landscape & Exterior Design to Reduce Heat Islands, Light Pollution Reduction)
 - b. Water Efficiency (Water Efficient Landscaping, Innovative Wastewater Technologies, Water Use Reduction)
 - c. Energy and Atmosphere (Building System Commissioning, Energy Performance, CFC Reduction in HVAC&R Equipment, Optimize Energy Performance, Renewable Energy, Additional Commissioning, Ozone Depletion, Measurement & Verification, Green Power)
 - d. Materials and Resources (Recycling, Building Reuse, Construction Waste Management, Resource Reuse, Recycled Content, Local/Regional Materials, Rapidly Renewable Materials, Certified Wood)
 - e. Indoor Environmental Quality (Minimum IAQ Performance, Environmental Tobacco Smoke Control, CO2 Monitoring, Ventilation Effectiveness, Construction IAQ Management Plan, Low-Emitting Materials, Indoor Chemical & Pollutant Control, Controllability of Systems, Thermal Comfort, Daylight and Views)
 - f. Innovation and Design Process (Innovation in Design, LEED Accredited Professional)

Project registration and certification with the U.S. Green Building Council is strongly encouraged but not required. However, all projects must meet the minimum point requirements for certification under the U.S. Green Building Council standards and must submit the U.S. Green Building Council LEED Project Checklist/Scorecard and related documentation to the BRA for review. Projects registering with the U.S. Green Building Council for LEED certification are to copy the BRA on submission items including: LEED letter; LEED registration information; and, LEED Project Checklist/Scorecard and related documentation.

All cooperation agreements shall clearly state project commitments to the U.S.

Green Building Council LEED rating system standards as outlined above.

2. Participation in the EPA's Energy Star/Green Lights program is required.

E. Infrastructure Systems Component

This section analyzes the impacts of a proposed project on the infrastructure systems of the City: total demand or contribution to the tributary area; comparison to available capacity; assurance of availability of all project needs without major infrastructure investments or, if upgrading is needed, mitigation proposed; impacts on existing or abandoned infrastructure artifacts; adequacy of infrastructure systems in the vicinity; and potential for consolidation or improvement of efficiency, especially in larger projects and PDAs or IMPs. The analysis should be organized system by system, and reference related discussions which may occur in response to other sections (i.e., drainage systems, innovative energy utilization).

1. Capacities

- a. Provide an evaluation of the proposed project's impact on the capacity and adequacy of existing water, sewerage, energy (including gas and steam), and electrical communications (including telephone, fire alarm, computer, cable, etc.) utility systems, and the need reasonably attributable to the proposed project for additional systems facilities. Include all background (pipeline) proposed projects in the tributary area

2. Upgrades

- a. Describe anticipated impacts due to any system upgrading or connection requiring a significant public or utility investment, creating a significant disruption in vehicular or pedestrian circulation, or affecting any public or neighborhood park or streetscape improvements, comprising an impact which must be mitigated

3. Mitigation

- a. Describe proposed mitigation, if applicable

4. Utility Systems and Water Quality

- a. Estimate water consumption and sewage generation from the proposed project and the basis for each estimate. Include separate calculations for air conditioning system make-up water.
- b. Describe the capacity and adequacy of water, drainage and sewer systems and evaluate the impacts of the proposed project on those systems
- c. Identify measures to conserve resources, including any provisions for recycling
- d. Describe the proposed project's impacts on the water quality of Boston Harbor or other water bodies that could be affected by the project, if applicable
- e. Describe mitigation measures to reduce or eliminate impacts on water quality
- f. Describe impact of on-site storm drainage on water quality
- g. Detail methods of protection proposed for infrastructure conduits and other artifacts, including BWSC sewer lines and water mains, during construction
- h. Detail the energy source of the interior space heating; how obtained, and, if applicable, plans for reuse of condensate

5. Energy Systems

- a. Describe energy requirements of the project and evaluation of project impacts on resources and supply
- b. Describe measures to conserve energy usage and consideration of the feasibility of including solar energy provisions or other on-site energy provisions
- c. Describe the location of transformer and other vaults required for electrical distribution or ventilation (must be chosen to minimize disruption to pedestrian paths and public improvements both when operating normally and when being serviced)

6. Other System

- a. Describe any other system (emergency systems, gas, steam, optic fiber, cable, etc.) utilized or impacted by a proposed project
- b. Identify unique infrastructure issues which arise for specific sites (i.e., adjacency to MBTA structures or subsurface conduit easements)

F. Historic Resources

1. Identify and describe historic resources (historic districts and properties) and archaeological resources located in the vicinity of the project site
2. Evaluate the impacts of the proposed project on historic and archaeological resources, including, as applicable, wind and shadow impacts, visual impacts, and design impacts (scale, height, massing, materials, and other architectural elements)
3. Describe measures to mitigate, minimize, or avoid any potential adverse impacts on any historic or archaeological resource

G. Site Plan

(Required for any proposed project located in a Conservation Protection Subdistrict ("CPS") or a Greenbelt Protection Overlay District ("GPOD")).

1. Provide a survey map prepared by a registered surveyor showing topography at two foot intervals including the location, caliper, and species of individual trees of 6-inch caliper or more and the location of significant natural features on the site, including water courses, water bodies, wetlands, unusual gradients and geologic formations, plant communities, and wildlife habitats. Such survey plan shall also show existing structures, parking areas, driveways and other paved surfaces, and utility lines
2. Provide photographs showing the location and condition of significant natural features
3. Provide a proposed site plan showing the proposed project and the anticipated location of other planned projects within the CPS or GPOD, together with planned grading and landscaping, streets, sidewalks, utilities, and other planned features of the site. Such site plan shall also show the extent to which significant natural features of the site will be preserved and protected
4. Provide a drainage plan and soil report prepared by a registered engineer, when necessary, to assess the drainage impacts of the proposed site plan on significant natural features
5. Describe a proposed maintenance program for the significant natural features of the site, including a statement of whose responsibility it will be for the

- performance of the maintenance program
6. Submit any other information relating to the site plan of the proposed project and the preservation and protection of its significant natural features as requested

H. Tidelands

(Required for any proposed project that requires a license under M.G.L. Chapter 91)

1. Provide documentation of the location of historic tidelands, including the historic high and low water marks
2. Identify the location of Commonwealth tidelands and private tidelands
3. Describe the tidelands licensing history of the project site
4. Document compliance with the standards and requirements of Chapter 91 and its implementing regulations or, if applicable, with an approved Municipal Harbor Plan
5. Demonstrate the consistency of the proposed project with waterfront plans and design standards
6. Determine compliance with the applicable policies of the Massachusetts Coastal Zone Management Plan
7. Document how the proposed project serves a public purpose and provides a greater public benefit than public detriment to the rights of the public in the tidelands
8. Evaluate the provision of public access to the tidelands and of any civic and/or cultural uses to be provided

In addition to the potential environmental impacts indicated above, the BRA will expect the following information from IMP submissions in order to better assess the social impacts of proposed development:

A. Institutional Mission and Objectives

1. Provide the institution's strategic plan, including long-term physical goals, academic/program goals, and other initiatives

B. Demographics

1. Provide details on the current and projected campus population (including undergraduates, graduates, faculty, staff, etc.)

C. Existing Property and Uses

1. Identify all institutionally owned tax-exempt and taxable properties (including acreage, gross building square footage, uses, heights, etc.)
2. Identify all institutionally leased properties (including square footage, uses, heights, etc.)
3. Identify real estate development projects that are proposed or under review (including square footage, uses, heights, zoning, parking, etc.)
4. Identify current and proposed housing (including on-campus and off-campus beds and apartments)

D. Workforce Development

1. Identify current workforce and projected needs
2. Identify number and percentage of Boston residents employed by neighborhood as well as position, salary, and education-level
3. Explain existing and proposed programs to train and employ Boston residents and Boston Public Schools students

E. Transportation

1. Identify campus population commuting data
2. Identify current and projected on- and off-campus parking spaces
3. Identify on-campus bike racks

F. Security Plan

1. Provide safety and security plan

G. Financials

1. Indicate annual operating budget
2. Indicate direct and indirect economic impact, including direct purchasing within the City of Boston
3. Provide details of PILOT and property tax payments
4. Indicate water and sewer payments
5. Indicate other City of Boston fees and permit payments

H. Community Benefits

1. Indicate existing or proposed programs which enhance the surrounding neighborhoods
2. Indicate positive benefits that mitigate the impacts of existing and proposed projects

V. RELOCATION INFORMATION

- A. Applicant shall submit a statement concerning applicability to project of any Federal or State Relocation Regulations, and Citation of Regulations
- B. If Chapter 121A, 121B, or Chapter 79A is applicable, then a statement is required that relocation information and relocation plan will be submitted under separate cover in accordance with Chapter 121A, 121B, or Chapter 79A requirements
- C. For projects not covered by Federal or State programs containing relocation regulations, the following information is required:
 1. Number of units in building(s) to be demolished or vacated
 2. Number of occupied units, by type, per building
 3. Tenure of occupants (owner/tenant/sub-tenant)
 4. Name and address of each occupant (owner or prime tenant)
 5. Information on size and monthly costs:
 - a. Residential unit – number of rooms, bedrooms, and monthly rent, indicating included utilities

- b. Non-residential – gross square feet of area, number of floors, including ground floors and monthly rent, indicating included utilities
- 6. Length of occupancy of current occupant in unit (and building if greater)
- 7. Estimate of the total number of small businesses
- 8. Number, if any, of minority households or businesses displaced
- 9. Net increase or decrease in number of units:
 - a. Total number of housing units proposed
 - b. Reduction in rent restricted units

VI. FINANCIAL INFORMATION

The BRA reserves the right to request financial projections for a proposed project if a proponent cites financial limitations for non-compliance with BRA modifications.

ZONING REVIEW GUIDELINES

BRA staff serve the Boston Zoning Commission ("Zoning Commission") and the Boston Board of Appeal ("ZBA") by providing review and recommendations of proposals or projects submitted to each entity. Zoning review is initiated by a request for a building or occupancy permit. If the application complies with relevant building and zoning codes as well as other City requirements, the ISD will issue a permit. If a proposed project does not comply with the Code, permission to deviate from the Code may be sought by an exception, variance, or conditional use permit from the ZBA after a formal letter of refusal is obtained from ISD.

Zoning Variances and Conditional Use Permits

In order to obtain a variance an applicant must demonstrate that special circumstances exist that make a property different from others in the district. Variances can be sought for such issues as use, height, density, floor area ratio ("FAR"), setback, and parking ratios. The Code also specifies certain uses that are conditional, as opposed to those which are specifically allowed or forbidden in a district. An applicant obtains a conditional use permit by demonstrating that a proposed use is suitable for its location and will not have a detrimental effect on the surrounding areas. Following BRA review and recommendation, the ZBA will hold a public hearing and approve or reject the zoning variance or conditional use permit application.

Special Zoning Designations

In Section 3-1A, the Code defines several categories of special purpose overlay districts. In these districts, the regulations specified for the base district apply, except when in conflict with the special regulations. Special zoning designations require an amendment to the Code by the Zoning Commission. Selected special zoning districts are:

Planned Development Areas: PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a PDA development plan or PDA master plan and the Zoning Commission must also approve the PDA development plan or PDA master plan and adopt a map amendment designating the development plan area as a map amendment.

Urban Renewal Subdistricts ("U* Districts"): An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available if the BRA is assured that the proposal's zoning map amendment conforms with the area's urban renewal plan and with the specific requirements outlined in the urban renewal plan.

CITY OF BOSTON/BRA POLICIES

BRA Policy on Mitigation

The mitigation of development impacts has been a part of the Boston Zoning Code since its beginnings. Article 80 requires the identification and mitigation of impacts of large-scale development as part of the development review process. In October 2000, Mayor Thomas M. Menino outlined the Impact Advisory Group ("IAG") process in "An Order Relative to the Provision of Mitigation by Development Projects in Boston." The Mayor further amended the process in April 2001, in "An Order Further Regulating the Provision of Mitigation by Development Projects in Boston" in order to increase the representation of local elected officials. These Orders, adopted by the BRA Board, create a comprehensive framework to clarify the role of the BRA, the City, the developer, and the community in the determination and mitigation of the impacts of development.

The IAG may contain up to fifteen (15) members, two (2) each nominated by the state senator, state representative, and district city councilor, and the remainder by appointment of the Mayor on the recommendation of residents, businesses, and community organizations as well as at-large city councilors. The IAG advises the BRA on impact and mitigation. IAGs offer BRA staff the chance to work closely with diverse members of the community to understand local concerns, needs, and opportunities. IAG members are invited to take part in the public agency scoping sessions called for in Article 80 of the Boston Zoning Code. The IAG is also encouraged to take part in community meetings that allow for public review and discussion of proposed projects. IAG members are offered the opportunity to review for comment major submissions by a project proponent as well as the Cooperation Agreement between the developer and the BRA prior to its adoption by the BRA.

IAGs are an important ingredient of the BRA's citizen participation program. The BRA encourages public input and involvement at every stage – formal and informal – of the development review process. While the BRA is responsible under state law and local ordinance for official review and approval of proposed projects in Boston, the ideas and concerns of the community are essential components of this evaluation. IAGs do not replace the role of the greater community in the development review process. The IAG is an overlay to the existing process that allows for greater understanding by the BRA of local concerns and greater public insight into the thinking of the BRA and other public agencies involved in the development review process.

BRA Inclusionary Development Demonstration Program

The City and Boston Redevelopment Authority have established an inclusionary development demonstration program in order to promote the production of affordable housing in Boston. Any proposed housing project that is 1) undertaken or financed by any agency of the City of Boston or the BRA or to be developed on property owned by the City of Boston or the BRA that includes 10 units or more, or 2) any housing project that includes 10 or more units of housing and requires zoning relief shall be subject to the inclusion of affordable units. In such projects, no less than a number equal to 15% of the market-rate units shall be made affordable to moderate-income (up to 80% of median income) and middle-income (between 80% and 120% of median income) households. The demonstration program provides the developer with three options.

1. *Affordable Housing Creation On-Site* - Of the affordable units, 50% of the units shall be affordable to households with incomes below 80% of median income. No more than 50% shall be affordable to households with incomes between 80% and 120% of median income, provided that on average these middle-income units are affordable to households earning 100% of median income.
2. *Affordable Housing Creation Off-Site* - Subject to the approval of the Director of the BRA, the developer may choose to create 15% of the total number of units off-site. Fifty percent (50%) of the off-site units shall be affordable to households earning below 80% of median income. The remaining 50% shall be affordable to households earning between 80% and 120% of median income, provided that on average these middle-income units are affordable to households earning 100% of median income.
3. *Cash-Out* - Subject to the approval of the Director of the BRA, the developer may propose to meet its affordable housing obligations by making a dollar contribution. This is calculated by multiplying the total number of units by 15% and the resulting number by an affordable housing cost factor, currently standing at \$97,000. The affordable housing cost factor will be adjusted annually on July 1st.

Fair Housing

The Boston Fair Housing Commission ("BFHC") works to eliminate discrimination and increase access to housing in Boston through investigation and enforcement, affirmative marketing, housing counseling, and interagency coordination. The BFHC also manages a computerized listing service of regional housing opportunities in an effort to provide low-income households increased access to housing in 126 cities and towns of metropolitan Boston.

In order to increase access to housing for City of Boston residents, the BFHC administers the City's Affirmative Fair Housing Marketing Program ("Program"). The Program requires all developers of five or more units that utilize any form of public assistance (land or financial) to affirmatively market their housing units by taking extra steps to attract buyers and tenants least likely to apply because of the development's location. Additionally, any project subject to the BRA's inclusionary development policy will adhere to BFHC requirements. The goal is to foster fair housing and open housing access throughout the City and to attract an applicant pool that reflects the racial composition of the City as a whole.

Any developer subject to the Program must submit to the BFHC an Affirmative Fair Housing Marketing and Buyer/Tenant Selection Plan ("Plan"). The Plan must be submitted prior to execution of an Affordable Housing Agreement and within 30 days of receiving a tentative designation by the City or BRA or a preliminary financing commitment from the primary funding source.

Boston Residents Jobs Policy

Chapter 30 of the Ordinances of 1983 established a Boston Resident Jobs Policy. The 1983 ordinances require contractors performing work on construction projects funded in whole or in part by the city to ensure 50% Boston resident, 25% minority and 10% female participation of the total construction work-hours performed on the project.

A July 12, 1985, Executive Order extends the Resident Jobs Policy ordinance to cover privately

financed construction projects in excess of 100,000 square feet (excluding housing developments). The Order includes the same hiring requirements and requests that each developer submit a detailed employment plan with provisions for monitoring, compliance, and sanctions. The submission of the Boston Residents Construction Employment Plan is required prior to the issuance of a building permit for the project. Developers are obligated to work with the BRA's Office of Jobs and Community Services ("JCS") to ensure that, once a project is completed, Boston residents have full access to any new employment opportunities. Working with JCS includes submitting information regarding anticipated job creation and the type of education and training required for the positions. All developers are expected to provide plans for maximizing the number of Boston residents in jobs with living wages and adequate benefits.

SELECTED BOARDS AND COMMISSIONS

It is the responsibility of the Proponent, working with the BRA review team, to keep the team informed of meetings with other agencies and Commissions and in particular to coordinate potentially overlapping areas of review/control so that reviews are conducted jointly to the extent possible, minimizing the chances of conflicting jurisdictional policies.

Boston Redevelopment Authority Board

The BRA is the planning and economic development agency of the City of Boston, as well as the urban renewal entity. The BRA Board serves as the planning board of the City of Boston. The BRA Board is responsible for overseeing the development review process and the implementation of the Code. Four members are appointed by the Mayor and one member is appointed by the Director of the Massachusetts Department of Housing and Community Development. The BRA Board generally meets every third week.

Boston Board of Appeal

The ZBA hears requests for relief from specific requirements of the Code. Appointed by the Mayor with the confirmation of the Boston City Council, the ZBA is composed of seven members. The ZBA meets on certain Tuesdays at 9:00am in Room 800 on the 8th floor of Boston City Hall.

Boston Civic Design Commission

Required by Article 28 of the Code, BCDC review considers the relationship of a proposed project to the public realm. Appointed by the Mayor, the BCDC is composed of eleven members. The BCDC meets on the first Tuesday of the month at 5:00pm in the BRA Board Room on the 9th floor of Boston City Hall. BCDC subcommittees meet during the times between official BCDC meetings to explore projects in greater detail and generate recommendations for the full BCDC.

Boston Conservation Commission

The Boston Conservation Commission ("BCC") protects and preserves open space and other natural areas of the City including wetlands. The BCC administers the Massachusetts Wetlands Protection Act, the Massachusetts Rivers Protection Act, and the Conservation Commission Act. The BCC is comprised of seven Commissioners and an Executive Secretary appointed by the Mayor. The Commission administers the Commonwealth's Wetlands Regulations by determining wetland boundaries, reviewing the permitting projects proposed in or near wetlands and defined buffer areas, and by placing conditions on development projects that affect wetlands. Waterway protections include ponds, rivers, and the tidal areas of Boston Harbor. The Commission also seeks appropriate public access to these resources.

Boston Groundwater Trust

The BGT was established in 1986 by City of Boston Ordinance, and as revised in 2005. The BGT's mission is to monitor groundwater levels in Boston and to make recommendations to raise, restore, or protect the water table in areas of the City with wood pilings or other potentially affected foundations. The BGT works with ISD and the BRA to understand and mitigate any negative impacts of development projects on ground water levels.

Boston Landmarks Commission

In 1975, state legislation (Chapter 772, M.G.L. 1975 as amended) created the Boston Landmarks Commission ("BLC") as Boston's city-wide historic preservation agency. It performs many functions including identifying and preserving historic properties, reviewing development and demolition activities proposed in the city, providing public information and assistance on preservation practices, and providing staff support to local historic district commissions. The local commissions have specific powers of review; the three largest (in covered geographic area) are the Beacon Hill Architectural Commission, the Back Bay Architectural Commission, and the South End Landmark District Commission. The BLC also administers the City's Demolition Delay process, Article 85 of the Code.

Boston Parks and Recreation Commission

The Boston Parks and Recreation Commission ("Parks Commission") has authority over and responsibility for public parklands in the City of Boston. Additionally, the Parks Commission has oversight of any proposed development or construction project within one hundred feet of parkland within Boston. The Parks Commission is composed of five members appointed by the Mayor and confirmed by the City Council.

Boston Public Improvement Commission ("PIC")

The PIC oversees City of Boston property including streets and sidewalks. PIC approval is necessary for temporary and permanent encroachments on the public way including access to streets and sidewalks and structural overhangs. Composed of five members representing City agencies, the PIC meets on certain Thursdays at 10:00am in Room 800 on the 8th floor of Boston City Hall.

Boston Zoning Commission

The Zoning Commission oversees the creation of the Code. Appointed by the Mayor with the confirmation of the Boston City Council, the Zoning Commission is composed of nine members. The Zoning Commission meets on certain Wednesdays at 9:00am in the BRA Board Room on the 9th floor of Boston City Hall.

FEES

Fees may apply to projects under review by the BRA, including zoning relief application fees, building permit fees, and certain BRA property sales or leases.

APPENDICES

- Appendix 1: Massachusetts Environmental Policy Act Review**
- Appendix 2: Large Project Review, Planned Development Area Review, Institutional Master Plan Review, and Small Project Review Flow Charts**
- Appendix 3: Boston "Smart Model": Two-Dimensional Mapping Standards**
- Appendix 4: A Guide for the Preparation of Materials Samples Construction Detail Panels**
- Appendix 5: Protocol for Quantitative Pedestrian Level Wind Impact Analysis**
- Appendix 6: Sun Altitude/Azimuth Table**

Appendix 1

MASSACHUSETTS ENVIRONMENTAL POLICY ACT REVIEW

The Massachusetts Environmental Policy Act ("MEPA") requires the review and evaluation of projects to identify and mitigate environmental impact. MEPA applies to projects directly undertaken by a state agency (including leases and transfers of property undertaken by an agency) and to privately-initiated projects requiring an agency permit or receiving financial assistance from an agency.

Regulations implementing MEPA were promulgated by the Executive Office of Environmental Affairs ("EOEA"). These regulations establish a process whereby an Environmental Notification Form ("ENF") must be filed with EOEA for public and agency review as the preliminary step in determining the need for an Environmental Impact Report ("EIR"). For activities or actions undertaken by an agency, the preparation of the ENF (and of the EIR, if subsequently required) is the responsibility of the agency itself. For private projects seeking state or BRA financial assistance or a permit (e.g., Chapter 91 license), the project proponent is responsible for preparing the required documents.

In addition to describing the environmental review process, the MEPA regulations also establish review thresholds which specify whether MEPA review shall consist of an ENF and a mandatory EIR or of an ENF and other MEPA review if so required. Specific rules of application are included in the regulations.

The public/agency review period for an ENF is 20 days following publication of an ENF's notice of submission and availability in EOEA's Environmental Monitor. Notices are published twice monthly, on approximately the 7th and the 21st of the month. The Secretary of Environmental Affairs then has 10 days in which to issue a certificate stating whether or not an EIR is required.

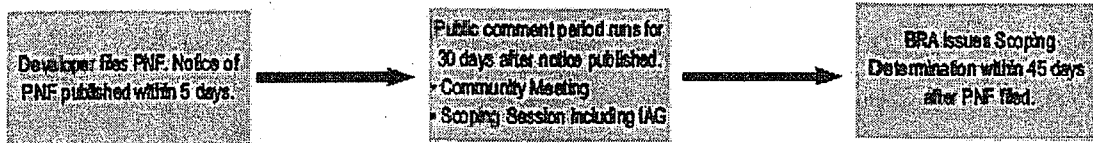
If an EIR is required, the normal EIR process from beginning of the preparation of the EIR to final approval takes five to six months and considerably longer for major and complicated projects.

Article 80, Section 80-6 of the Code provides for a coordinated review and the submission of a single set of documents to satisfy the requirements of both MEPA and Article 80.

Appendix 2

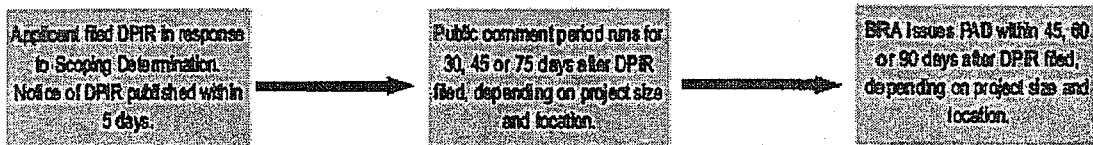
The following flow chart illustrates the Large Project Review Process:

Step 1. Project Notification from (PNF) and Scoping Determination



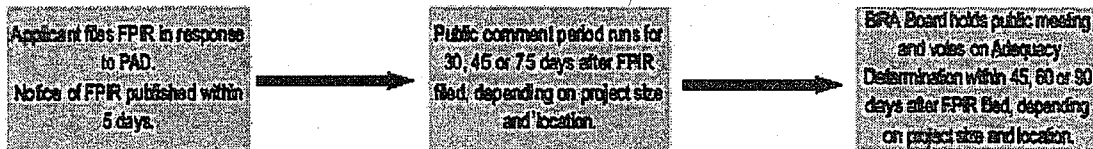
The Scoping Determination may waive further review, and require mitigation commitments, if the BRA Board finds that the PNF and Public Comments provide adequate information about the project's impacts.

Step 2. Draft Project Impact Report (DPIR) and Preliminary Adequacy Determination (PAD)



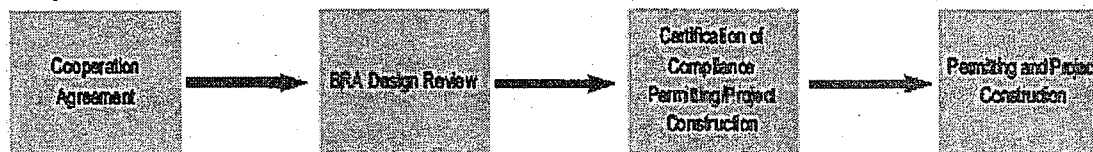
The PAD may waive further review, and require mitigation commitments, if the BRA Board finds that the DPIR and Public Comments provide adequate information about the project's impacts.

Step 3. Final Project Impact Report (FPIR) and Adequacy Determination



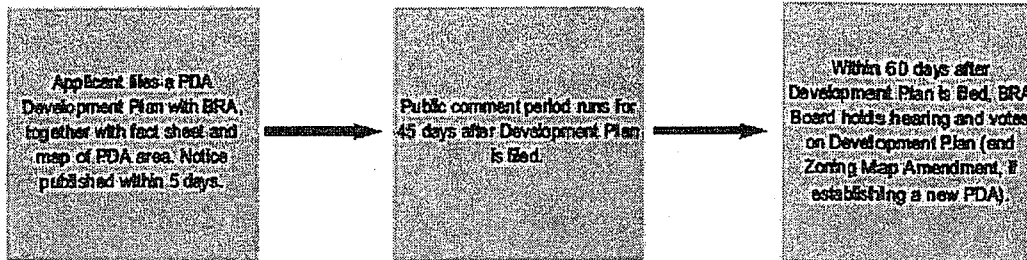
If the Adequacy Determination disapproves the FPIR, the applicant may submit a revised FPIR for review. The revised FPIR receives the same review as the original FPIR.

Step 4. Certification and Implementation

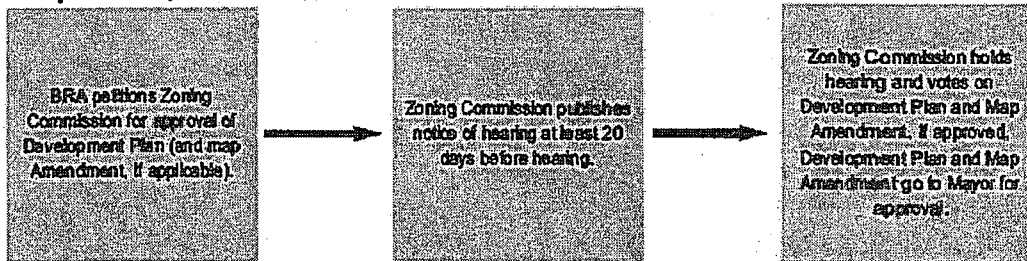


The following flow chart illustrates the PDA Review process:

Step 1. BRA Approval



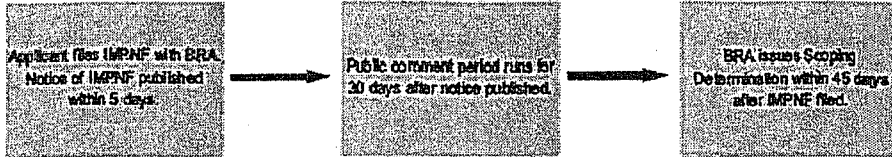
Step 2. Zoning Commission Approval



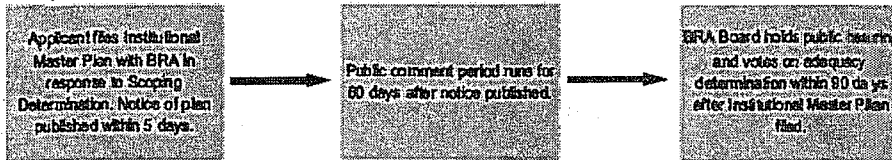
Regulations for Zoning Commission hearings and notices are not part of PDA review under Article 80 but appear in the Boston Zoning Enabling Act (Chapter 665 of the Acts of 1956, included in the front of Volume 1 of the Zoning Code), which establishes the Zoning Commission.

Where an Institutional Master Plan is required, adding or changing a hospital or college project requires an amendment to an approved Institutional Master Plan. The procedure for amending the plan is the same as the procedure for approving it, as shown below.

Step 1. Institutional Master Plan Notification Form (IMPINF) and scoping determination

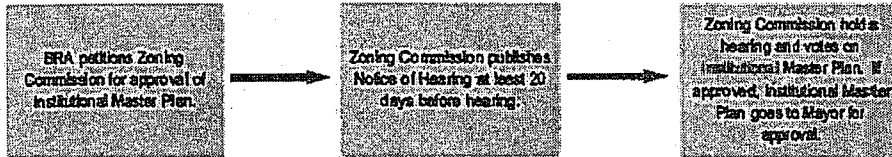


Step 2. Institutional Master Plan Adequacy Determination



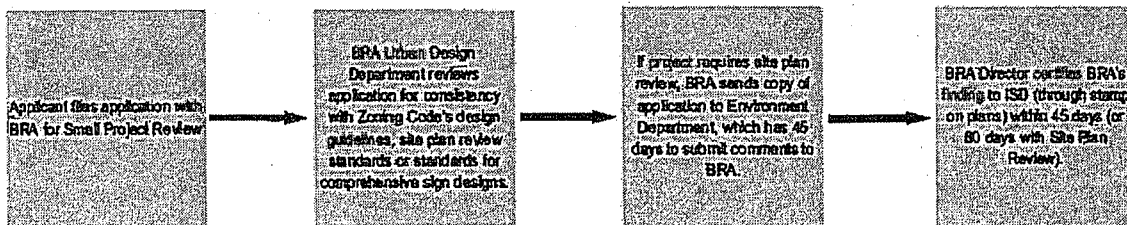
If the Adequacy Determination does not approve the Institutional Master Plan, the Institution may submit a revised Master Plan for review. The revised Master Plan receives the same review as the original Master Plan.

Step 3. Zoning Commission Approval



Regulations for Zoning Commission hearings and notices are not part of POA review under Article 80 but appear in the Boston zoning enabling act (Chapter 895 of the Acts of 1956, included in the front of Volume 1 of the Zoning Code), which establishes the Zoning Commission.

The following flow chart illustrates the Small Project Review:



Appendix 3

Boston “Smart Model”

Two-Dimensional Mapping Standards

Version 0.1:

November 22, 2005



Boston
Redevelopment
Authority

TABLE OF CONTENTS

1) Introduction

2) Context Model Boston Mapping Base Updating Context Model

3) Map Layer Production

A. File Setup and Format

Electronic File Format Coordinate System and Units External Reference Files

B. File Name and Submission

Context Model Proposed Site Model

C. Layering of Proposed Development

Levels of Representation Layer Name Formatting Standard Layer Listing

1) Introduction

The purpose of this document is to serve as the specification for 2-dimensional mapping data of projects submitted to the Boston Redevelopment Authority (BRA). The guidelines are intended to ensure the successful capture and use of relevant information from different proposals to aid the maintenance of planimetric mapping files.

Questions and comments should be addressed to

Carolyn Bennett, Manager of Digital Cartography and GIS

Boston Redevelopment Authority

One City Hall Square

Boston, MA 02201-1007

Tel (617) 918-4432

Fax (617) 918-4461

Email: carolyn.bennett.bra@cityofboston.gov

2) Context Model

Boston Mapping Base

The BRA will provide a section of its mapping base to developers as soon as possible after the submission of a Project Notification Form. The source of the city's base is the Boston Water and Sewer Commission's 1995 flyover. The data were captured for 1:1200 mapping which means the spatial accuracy is better than 2.5 feet. The developers should use this context data to address the proposed building's relationship to the urban context. Developers are expected to submit their proposal according to the specifications described in this document, in the same coordinate system as the context model, and with ancillary information of adjacent streets and buildings that is gathered in the course of the design process.

Updating Context Model

The model supplied by the BRA will include the city's building footprints, street edges, back-of-sidewalks, and contour lines at two-foot intervals, and parcel outlines. The latter are supplied only as contextual information and should not be edited by the architect or developer. The project proponent need not upgrade the base model provided by the BRA with one exception. Where the existing base has errors within two blocks of the site, usually because a recently built building hasn't yet been added to the base, the developer should provide the BRA with the missing buildings or recent street reconfigurations to fill out the two-block area around the site. The exact context model area will be determined in the scoping session.

3) Map Layer Production

A. File Setup and Format

The BRA will provide a design template in the form of dwg, shp, and mid/mif files of the layers mentioned above. The developers can develop their plans in any application (GIS, CAD or 3D) but must adhere to the coordinate standard when designs are submitted.

Electronic File Format

All files that are created in CAD applications or 3D applications must eventually be submitted in dwg, shp, or mid/mif format.

Coordinate System and Units

All BRA-provided data will be supplied using the Massachusetts State Plane Coordinate System, with a 1983 North American datum. The units will be feet, and the designs must be submitted in the same projection, coordinate system, with feet as the units.

External Reference Files

The BRA will not accept the submission of any file that contains references to external source drawing files. All externally referenced data during the production phase should be inserted within a single, self-contained, file prior to the delivery to the BRA.

B. File Name and Submission

File Naming

Each layer submitted to the BRA should be saved as a separate file. The naming convention will be as follows: *firmname_parcelID_layer*, where

firmname represents the drawing author or firm

parcelID is the Assessing parcel ID [as indicated by the BRA at scoping session]

layer is the type of information depicted: either building, street edge, contours, or sidewalk

Context Model

Updated information on existing conditions should be submitted as separate files from the building proposal. The format can be in .dwg or .shp or .mid/.mif format. Files should follow the *firmname_parcelID_layer* convention and be inserted in a directory called *context_update*.

Proposed Site Model

The proposed building file should include only the simplified outer wall of the building at grade. Roofdecks over garages will therefore be indicated as part of the building if some part of the garage is at grade.

Please use the following name: *firmname_parcelID_building*.

C. Layering of Proposed Development

The BRA's data model is based on what was developed by the Boston Water and Sewer Commission with the exception of the parcels, which are from the City of Boston Assessing Department. The layers should have the following qualities and will be of two types: planimetric, or 2-dimensional, and massing, or 2½-dimensional.

Planimetric

street edges, sidewalks, and contours will be polylines

If roads and sidewalks are proposed to be realigned, *street edges* and *sidewalks* will contain that information. The contour lines should be attributed with their elevation, as are the files of the provided base map. The submission of ancillary layers, such as the site's furniture, groundwork, or landscaping is encouraged.

Massing

building will be polygons, or closed polylines

The volume of the different parts of the proposed buildings should be expressed by attaching the building height of each section of the building in stories and in feet above ground.

Blocks/Groups

There are no particular guidelines or limitations on the use of block definitions or grouping definitions. It is highly recommended that developers use block/groups to organize similar

geometries as long as they are placed within appropriate layers. Developers/architects are free to develop their naming standards within these layers. It is however recommended that objects be named using a logical naming system.

Shading and Textures

The shading of geometries in Representation Level 1 – 3 should be in solid colors as described above, clean of texture maps or procedural textures.

Appendix 4

A GUIDE FOR THE PREPARATION OF MATERIALS SAMPLES CONSTRUCTION DETAIL PANELS

As part of the Boston Redevelopment Authority's Design Review Procedures, all major building envelope, lobby, and site landscaping or paving materials must be submitted for approval, and a full-size Materials Sample Panel ('Mock-up Panel') is required. Construction Inspection stage approval is contingent on Authority review and approval of on-site materials panels that demonstrate the construction details of the project.

Materials panels shall demonstrate all exterior material selections, including variations in color, finish, and source.

Detailing of dimensional profiles of all exterior trim including: cornices, belting, contrasting, banding, soffit treatment, jambs, returns, copings, and all window walls including frames, subdivisions, and jamb, head, and sill details, shall be presented.

Brick and all facing material (granite, cast stone, marble, terra cotta, metal, glass, et al) sample panels shall include joint details, patterning out of the norm or as requested, and masonry (or other material) jamb, head, and sill details.

Where mortar or grouting is used, panels shall show intended tooling, finish and color. Specifications shall be furnished for any such material used in a preservation-related project.

Where adhesive or caulking agents are used, panels shall show intended tooling, finish, color, and spacing between contiguous materials, and manufacturer specifications shall be furnished.

In the case of windows, or replacement/rehabilitation/repair projects, or where the abutting context is deemed significant and is immediate, assemblies shall be presented in situ or against areas of the existing details/materials which they are intended to match or complement.

All such material panels shall be presented in an assembly large enough to assess the finished construction's façade color, texture, patterning, and joint details, in a manner representing actual designed combinations and proportions of fields. The ideal placement is on site, in the orientation of the primary façade. Mock-ups should ideally be seen under a number of conditions (sun and shade, wet and dry).

Appendix 5

PROTOCOL FOR QUANTITATIVE PEDESTRIAN LEVEL WIND IMPACT ANALYSIS

The wind impact analysis shall evaluate the following conditions:

1. No-Build - the existing condition of the site and environs to establish the baseline condition.
2. Future Preferred Build Condition - the proposed development as described in the Project Notification Form.
3. Alternative Build Condition(s) - any alternative development concept(s) to the Preferred Build Condition required to be studied.

The wind tunnel testing shall be conducted in accordance with the following guidelines and criteria:

- Data shall be presented for both the existing (no-build) and for the future build scenario(s) (see above).
- The analysis shall include the mean velocity exceeded 1% of the time and the effective gust velocity exceeded 1% of the time. The effective gust velocity shall be computed as the hourly average velocity plus $1.5 \times \text{root mean square variation about the average}$. An alternative velocity analysis (e.g., equivalent average) may be presented with the approval of the Authority.
- Wind direction shall include the sixteen compass points. Data shall include the percent or probability of occurrence from each direction on seasonal and annual bases.
- Results of the wind tunnel testing shall be presented in miles per hour (mph).
- Velocities shall be measured at a scale equivalent to an average height of 4.5-5 feet.
- The model scale shall be such that it matches the simulated earth's boundary and shall include all buildings within at least 1,600 feet of the project site. All buildings taller than 25 stories and within 2,400 feet of the project site should be placed at the appropriate location upstream of the project site during the test. The model shall include all buildings recently completed, under construction, and planned within 1,500-2,000 feet of the project site, including the proposed 500 Atlantic Avenue project. Prior to testing, the model shall be reviewed by the Authority. Photographs of the area model shall be included in the written report.

- The written report shall include an analysis which compares mean and effective gust velocities on annual and seasonal bases, for no-build and build conditions, and shall provide a descriptive analysis of the wind environment and impacts for each sensor point, including such items as the source of the winds, direction, seasonal variations, etc., as applicable. The report shall also include an analysis of the suitability of the locations for various activities (e.g., walking, sitting, standing, etc.) as appropriate, in accordance with recognized criteria (Melbourne comfort categories, or equivalent).
- The report also shall include a description of the testing methodology and the model, and a description of the procedure used to calculate the wind velocities (including data reduction and wind climate data). Detailed technical information and data may be included in a technical appendix but should be summarized in the main report.
- The pedestrian level wind impact analysis report shall include, at a minimum, the following maps and tables:
 - Maps indicating the location of the wind impact sensors, for the existing (no-build) condition and future build scenario(s).
 - Maps indicating mean and effective gust wind speeds at each sensor location, for the existing (no-build) condition and each future build scenario, on an annual basis and seasonally. Dangerous and unacceptable locations shall be highlighted.
 - Maps indicating the suitability of each sensor location for various pedestrian-related activities (comfort categories), for the existing (no-build) condition and each future build scenario, on an annual basis and seasonally. To facilitate comparison, comfort categories may be distinguished through color coding or other appropriate means. In any case, dangerous and unacceptable conditions shall be highlighted.
 - Tables indicating mean and effective gust wind speeds and the comfort category at each sensor location, for the existing (no build) condition and for each future build scenario, on an annual basis and seasonally.
 - Tables indicating the percentage of wind from each of the sixteen compass points at each sensor location, for the existing (no-build) condition and for each future build scenario, on an annual basis and seasonally.

Appendix 6

SUN ALTITUDE/AZIMUTH TABLE

Boston, Massachusetts

Latitude: N42.36

Longitude: W71.06

	<u>Altitude</u>	<u>Azimuth</u>	<u>Time</u>
<u>21 March</u>			Standard
9:00 a.m.	33.0	125.7	
12:00 Noon	48.0	-176.9	
3:00 p.m.	30.5	-121.8	
<u>21 June</u> Savings			Daylight
9:00 a.m.	39.9	93.5	
12:00 Noon	68.8	149.4	
3:00 p.m.	56.5	-113.7	
6:00 p.m.	23.9	- 79.3	
<u>21 September</u>			Daylight Savings
9:00 a.m.	25.9	115.3	
12:00 Noon	47.4	166.0	
3:00 p.m.	37.4	-132.9	
6:00 p.m.	7.3	- 96.0	
<u>21 December</u>			Standard
9:00 a.m.	14.2	141.9	
12:00 Noon	24.1	-175.6	
3:00 p.m.	10.0	-135.1	

Source: Autocad/MassGIS

EXHIBIT D
ARTIST HOUSING AGREEMENT

<See Attached.>

**LOFTS AT WESTINGHOUSE PROJECT
26 DAMON STREET (a/k/a ONE WESTINGHOUSE PLAZA)
ARTIST HOUSING AGREEMENT**

This Artist Housing Agreement ("Agreement") is entered into this 20th day of March 2008, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, with a principal place of business of One City Hall Square, Boston, Massachusetts 02201-1007 (hereinafter referred to as the "Authority") and **MOTHER BROOK, LLC**, a Massachusetts limited liability company having an address of 39 Brighton Avenue, Boston, Massachusetts 02134 (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, artist housing opportunities for artist households in the City of Boston are limited; and

WHEREAS, the City of Boston has expanded efforts to assist and encourage the creation of artist housing through the Authority's Artist Space Initiative which includes the establishment of artist housing guidelines and an artist certification process to maintain artist live/work units; and

WHEREAS, the Developer proposes to develop a residential homeownership project (the "Project") which will include market rate housing units intended to be occupied by Artist Households, as defined herein, located at 26 Damon Street (a/k/a One Westinghouse Plaza) in the Hyde Park neighborhood of Boston; and

WHEREAS, the Authority approved the Project at its board meeting on March 29, 2007 (the Board Memorandum and votes are attached hereto as **Exhibit A**, the "Board Memo"); and

WHEREAS, the Developer requested a conditional use permit for multifamily use (Article 8-7 of the Boston Zoning Code) and a variance for artist live/work space and artist work space (Article 8-8 and 17-1) from the City of Boston Board of Appeal ("ZBA") in order to construct the Project (the "Zoning Relief"); and

WHEREAS, the Developer was granted the requested Zoning Relief by the ZBA, by a decision entered July 19, 2007 (attached hereto as **Exhibit B**), subject to the following provisos: (1) Subject to design review of the Authority; (2) Subject to release of the artists' live/work space use restriction by the Authority (thereby triggering the conditional use granted therein) on such terms and conditions as determined by the Authority and agreed to by the Developer as part of the Article 80 Large Project Review of the Project; and

WHEREAS, this Agreement shall provide the terms and provisions for the release by the Authority of: (1) the Artist Household Requirement, as defined herein, and (2) the Homeownership Requirement, as defined herein, for the Market Rate Units, as defined herein, only;

NOW, THEREFORE, the parties, for valuable consideration, including the mutual covenants contained herein, do mutually agree as follows:

Section 1. Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Agreement" shall mean this Artist Housing Agreement.
- (b) "Artist" shall mean a person who has received an Artist Certificate from the Authority;
- (c) "Artist Certificate" shall mean a letter from the Authority to an artist that confirms that the artist has submitted a satisfactory City of Boston Artist Space Initiative Artist Certification Application Form, has been reviewed by the Authority's Artist Peer Review Panel, and has been "certified" by such Artist Peer Review Panel as a working artist.
- (d) "Artist Household" shall mean a Household that contains an Authority certified Artist.
- (e) "Artist Household Requirement" shall mean the requirement that each Market Rate Unit, as defined below, be conveyed to an Artist Household.
- (f) "Artist Unit(s)" shall mean a Market Rate Unit, as defined below, within the Project that is required to be conveyed or leased to an Artist Household.
- (g) "Commencement of Marketing" shall mean the date that: (1) an approved Artist Household Marketing Plan is in place for the Project; (2) the condominium documents for the Project have been drafted and approved by the Authority; and (3) the Authority has received written notice from the Developer that the Project's model unit is available for inspection by potential buyers.
- (h) "Effective Date" shall mean the date this Agreement is executed by all parties hereto.

- (i) "Household" shall mean all persons who reside or intend to reside together in an Artist Unit.
- (j) "Homeownership Requirement" shall mean the requirement that each Market Rate Unit, as defined below, be conveyed for homeownership as a condominium unit.
- (k) "Market" or "Marketed" shall mean marketing the Market Rate Units in accordance with the approved Artist Household Marketing Plan.
- (l) "Market Rate Unit" shall mean each of the fifty-three (53) residential units in the Project as set forth in **Exhibit B**.
- (m) "Term of Agreement" shall mean fifty (50) years commencing on the Effective Date hereof.

Section 2. Developer's Obligations

- (a) The Developer shall construct the Project in accordance with the Contract Documents approved by the Authority and the Authority's Artist Live Work Specific Design Guidelines (attached hereto as **Exhibit C**) and the Board Memo and votes and convey the fifty-three (53) Market Rate Units in the Project to Artist Households, subject to the provisions of Section 3 "Release of the Artist Household Requirement" and Section 4 "Release of Homeownership Requirement" of this Agreement.
- (b) The Developer shall submit to the Authority for its approval the amended Master Deed and other documents required to create phase II of the condominium under Chapter 183A of the Massachusetts General Laws. The Authority shall have the right to disapprove or to require amendment of any such documents that do not reference this Agreement and the requirements contained herein. The Developer covenants and agrees to provide such back-up documentation as the Authority may reasonably request in order to complete its determination.
- (c) The Developer shall develop a marketing and buyer selection plan to target Artist Households for the Market Rate Units in consultation with the Authority and shall secure the Authority's approval of such plan prior to the commencement of the marketing of the Market Rate Units (the "Artist Household Marketing Plan"). The Developer shall market the Market Rate Units in accordance with the approved Artist Household Marketing Plan, and the Authority shall have the right to monitor and to intervene in the marketing of the Market Rate Units, if the Authority deems it necessary. A default in the execution of the Artist Household Marketing Plan shall be considered a default under this Agreement.

(d) The Developer shall require each potential purchaser of an Artist Unit in the Project to submit to the Authority prior to the initial purchase of such unit, a signed Disclosure Statement attached hereto as **Exhibit D**.

(e) Contemporaneously with the initial sale of each Artist Unit, the Developer shall require the purchasers of each Artist Unit to execute and deliver to the Authority a Principal Residence Affidavit and a promissory note and mortgage in connection with the applicable Artist Unit in the form attached hereto and incorporated herein as **Exhibits E, F, and G**, respectively, and the Developer shall require the purchasers of the Artist Units to record said mortgage with the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, as appropriate.

(f) The Developer shall include in the deeds transferring title to the Artist Units a Deed Restriction in the form attached to this Agreement as **Exhibit H**, as applicable.

(g) The Developer shall require each potential purchaser of an Artist Unit in the Project to obtain an Artist Certificate from the Authority, and the Authority shall confirm that a purchaser is an eligible Artist Household immediately prior to the closing of the sale or lease execution of an Artist Unit: time being of the essence of the provisions hereof.

Section 3. Release of Artist Household Requirement

(a) The Developer shall Market for sale to Artist Households the Market Rate Units in good faith and with due diligence for twelve (12) months from the Commencement of Marketing (the "Initial Artist Household Marketing Period").

(b) If after the Initial Artist Household Marketing Period expires there are any unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Artist Household requirement on fifty percent (50%, rounding down) of the unsold Market Rate Units (the "First Request for Artist Household Release"). This First Request for Artist Household Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Artist Household Requirement.

(c) Upon receipt of the First Request for Artist Household Release, the Authority shall have thirty (30) days to either approve the release of the Artist Household Requirement on the Market Rate Units designated in the First Request for Artist Household Release or provide a written explanation for denial of the First Request for Artist Household Release. Approval of the First Request for Artist Household Release by the Authority shall release the Artist Household Requirement on the Market Rate Units designated for release in the First Request for Artist Household Release (the "Initial Release of Artist Household Requirement").

(d) After the date of Authority approval of the First Request for Artist Household Release, the Developer shall, in good faith and with due diligence, for a period of six (6) months: (1) Market the unsold Market Rate Units which were not released from the Artist Household Requirement by the Initial Release of Artist Household Requirement to Artist Households only; and (2) Market the Market Rate Units released by the Initial Release of Artist Household Requirement to both Artist Households and non-artist Households (collectively, the "Second Artist Household Marketing Period").

(e) If after the Second Artist Household Marketing Period expires there are any unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Artist Household Requirement on a total of seventy-five percent (75%, rounding down) of the remaining unreleased and/or unsold Market Rate Units (the "Second Request for Artist Household Release"). This Second Request for Artist Household Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Artist Household Requirement.

(f) Upon receipt of the Second Request for Artist Household Release, the Authority shall have thirty (30) days to either approve the release the Artist Household Requirement on the Market Rate Units designated in the Second Request for Artist Household Release or provide a written explanation for denial of the Second Request for Artist Household Release. Approval of the Second Request for Artist Household Release by the Authority shall release the Artist Household Requirement on the Market Rate Units designated for release in the Second Request for Artist Household Release (the "Second Release of Artist Household Requirement").

(g) After the date of approval of the Second Request for Artist Household Release, the Developer shall, in good faith and with due diligence, for a period of six (6) months, (1) Market the unsold Market Rate Units which were not released from the Artist Household Requirement by the Second Release of Artist Household Requirement to Artist Households only; and (2) Market the Market Rate Units released by the Second Release of Artist Household Requirement to both Artist Households and non-artist Households (collectively, the "Third Marketing Period").

(h) If after the Third Marketing Period (or twenty-four (24) months from the Commencement of Marketing) expires there are any unreleased and/or unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Artist Household Requirement on all of the remaining unsold Market Rate Units (the "Third Request for Artist Household Release"). This Third Request for Artist Household Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Artist Household Requirement.

(i) Upon receipt of the Third Request for Artist Household Release, the Authority shall have thirty (30) days to either approve the release the Artist Household Requirement on the Market Rate Units designated in the Third Request for Artist Household Release or provide a written explanation for denial of the Third Request for Artist Household Release. Approval of the Third Request for Artist Household Release by the Authority shall release the Artist Household Requirement on all of the Market Rate Units in the Project (the "Final Release of Artist Units").

(j) After the Final Release of Artist Units, the Developer shall Market the unsold Market Rate Units to Artist Households and/or non-artist Households on a first come basis.

(k) Notwithstanding any terms or provisions of Section 3 to the contrary, where the Authority fails to approve or deny the Developer's request for Artist Household Release within thirty (30) days of receipt thereof, then such Artist Household Release shall be deemed to be approved. A certification by the Developer of such constructive approval and underlying facts shall be deemed an Artist Household Release for all purposes of this Agreement the same as if the Authority had approved such Artist Household Release. The Developer shall provide the Authority with a copy of any certification of constructive approval issued pursuant to this Section 3(k).

Section 4. Release of Homeownership Requirement

(a) The Developer shall market for sale the Market Rate Units in good faith and with due diligence for sale for twelve (12) months from the Commencement of Marketing (the "Initial Homeownership Marketing Period").

(b) If after the Initial Homeownership Marketing Period there are any unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Homeownership Requirement on fifty percent (50%, rounding down) of the unsold Market Rate Units (the "First Request for Homeownership Requirement Release"). This First Request for Home Ownership Requirement Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Homeownership Requirement.

(c) Upon receipt of the First Request for Homeownership Requirement Release, the Authority shall have thirty (30) days to either approve the release of the Homeownership Requirement on the Market Rate Units designated in the First Request for Home Ownership Release or provide a written explanation for denial of the First Request for Homeownership Requirement Release. Approval of the First Request for Home Ownership Release by the Authority shall release the Homeownership

Requirement on the Market Rate Units designated for release in the First Request for Homeownership Requirement Release (the "Initial Release of Homeownership Requirement").

(d) After the date of approval of the First Request for Homeownership Requirement Release, the Developer shall, in good faith and with due diligence, for a period of six (6) months: (1) market the unsold Market Rate Units which were not released from the Homeownership Requirement by the Initial Release of Homeownership Requirement for sale only; and (2) market the Market Rate Units affected by the Initial Release of Homeownership Requirement for either sale or lease (collectively, the "Second Homeownership Marketing Period").

(e) If after the Second Homeownership Marketing Period expires there are any unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Homeownership Requirement on a total of seventy-five percent (75%, rounding down) of the unreleased and/or unsold Market Rate Units (the "Second Request for Homeownership Requirement Release"). This Second Request for Homeownership Requirement Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Homeownership Requirement.

(f) Upon receipt of the Second Request for Homeownership Requirement Release, the Authority shall have thirty (30) days to either approve the release the Homeownership requirement on the Artist Units designated in the Second Request for Homeownership Release or provide a written explanation for denial of the Second Request for Homeownership Release. Approval of the Second Request for Homeownership Release by the Authority shall release the Homeownership Requirement on the Market Rate Units designated for release in the Second Request for Homeownership Release (the "Second Release of Homeownership").

(g) After the date of approval of the Second Request for Homeownership Release, the Developer shall, in good faith and with due diligence, for a period of six (6) months, (1) market the unsold Market Rate Units which were not released from the Homeownership requirement by the Second Release of Homeownership for sale only; and (2) market the Market Rate Units affected by the Initial Release of Homeownership for either home ownership or rental (collectively, the "Third Homeownership Marketing Period").

(h) If after the Third Marketing Period (or twenty-four (24) months from the Commencement of Marketing) expires there are any unreleased and/or unsold Market Rate Units, at the Developer's option, the Developer may request in writing that the Authority release the Homeownership Requirement on all of the remaining unsold Market Rate Units (the "Third Request for Homeownership Release"). This Third

Request for Homeownership Release must include the list of which Market Rate Units have not been sold and must specify which Market Rate Units the Developer requests be released from the Homeownership requirement.

(i) Upon receipt of the Third Request for Homeownership Release, the Authority shall have thirty (30) days to either approve the release the Homeownership Requirement on the Market Rate Units designated in the Third Request for Homeownership Release or provided a written explanation for denial of the Third Request for Homeownership Release. Approval of the Third Request for Homeownership Release by the Authority shall release the Homeownership requirement on all of the Market Rate Units in the Project and allow all Market Units to be rented (the "Final Release of Homeownership Requirement").

(j) After the Final Release of Homeownership, the Developer shall market the unsold Market Rate Units to Households for sale or lease.

(k) If the Homeownership Requirement has been released on a unit and the initial rental of such Market Rate Unit has terminated, then the Developer may rent such unit to Artists Households and, if the Artist Household Restriction has been released, non-artist Households, OR the Developer may elect to sell the Market Rate Unit, provided that prior to the sale of such unit the Developer shall market such unit in good faith and with due diligence to Artist Households for a period of six (6) months before the Authority shall release the Artist Household Requirement.

(l) Notwithstanding any terms or provisions of Section 4 to the contrary, where the Authority fails to approve or deny the Developer's request for Homeownership Release within thirty (30) days of receipt thereof, then such Homeownership Release shall be deemed to be approved. A certification by the Developer of such constructive approval and underlying facts shall be deemed a Homeownership Release for all purposes of this Agreement the same as if the Authority had approved such Homeownership Release. The Developer shall provide the Authority with a copy of any certification of constructive approval issued pursuant to this Section 4(l).

Section 5. Effect of Artist Household Restriction on Artist Unit Owners

When an Artist Unit owner (other than the Developer), is marketing their Artist Unit for resale (which Artist Unit has not been previously released from the Artist Household Restriction) then said Artist Unit owner shall market his/her unit for sale to Artist Households in good faith and with due diligence for a period of six (6) months. If such marketing to Artist Households is not successful then, at the request of the Artist Unit owner, the Authority in its reasonable discretion may release the Artist Household Requirement, including any recorded restrictions.

Section 6. Construction Schedule

The Developer shall complete construction of the Project by approximately December 31, 2008.

Section 7. Records

The Developer shall submit a copy of the Principal Residence Affidavit (Exhibit E), the recorded mortgage (Exhibit G) and recorded unit deed and deed rider (Exhibit H), a copy of the Disclosure Statement (Exhibit D), and the original of the Note (Exhibit F) in connection with the initial sale of each Artist Unit to the Authority within thirty (30) days of the sale of the respective Artist Unit.

Section 8. Access to the Project

The Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times and subject to the rights of the purchasers of the condominium units, have access to any portion of the Project until the initial sale of the last of the Market Rate Units in the Project. Such representatives shall comply with all safety and site control requirements imposed by the contractor and the Developer for the Project.

Section 9. Assignment

The Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority.

Section 10. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer. Notwithstanding anything contained in this Agreement to the contrary, the condominium association and the owners of the individual condominium units shall not be deemed successors or assigns of the Developer for purposes of this Agreement.

Section 11. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Mother Brook LLC
39 Brighton Avenue
Boston, Massachusetts 02134
Attention: Harold Brown

With a copy to: Bernard F. Shadrawy, Jr.
Shadrawy & Rabinovitz
15 Broad Street, Suite 512
Boston, Massachusetts 02109

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attention: General Counsel

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201-1007
Attention: Deputy Director for Housing

Section 12. Amendment

This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Developer and the Authority.

Section 13. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 15. Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 16. Governing Law and Default

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. The Developer, its successor and assigns, waive any and all rights to a jury trial. In the event of a default on the part of the Developer, the Authority may exercise any and all rights it may have in law and in equity and Developer shall be responsible for all reasonable attorney's fees incurred by the Authority in the enforcement of its rights under this Agreement.

Section 17. Expiration

This Agreement shall terminate fifty (50) years from the Effective Date hereof, whereupon the provisions contained herein shall be null and void and have no further force and effect.

Section 18. Releases

Any release of Artist Household Requirement or Homeownership Requirement under this Agreement approved by the Authority shall be in form and substance to comply with the recording requirements of the Suffolk Registry of Deeds for such releases.

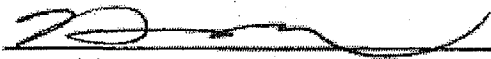
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in four (4) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.



BOSTON REDEVELOPMENT AUTHORITY

By: 
John F. Palmieri, Director

MOTHER BROOK, LLC

By: 
Harold Brown, Manager

Approved as to Form:


Kevin J. Morrison
General Counsel 

Exhibits

Exhibit A	Board Memo
Exhibit B	Description of Market Rate Units
Exhibit C	Artist Live Work Specific Design Guidelines
Exhibit D	Disclosure Statement
Exhibit E	Principal Residence Affidavit
Exhibit F	Promissory Note
Exhibit G	Mortgage
Exhibit H	Deed Rider - Covenant for Artist Housing

Exhibit A
BRA Board Memo

MEMORANDUM

MARCH 29, 2007

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. MCCANN, ACTING DIRECTOR

FROM: TOM MILLER, DIRECTOR OF ECONOMIC DEVELOPMENT
HEATHER CAMPISANO, DEPUTY DIRECTOR FOR DEVELOPMENT
REVIEW
MICHAEL CANNIZZO, SENIOR ARCHITECT, URBAN DESIGN
RODNEY SINCLAIR, PROJECT MANAGER

SUBJECT: 26 DAMON STREET,
1 WESTINGHOUSE PLAZA
HYDE PARK / READVILLE

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") authorize the Acting Director to: (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, B-5.3(d), Large Project Review of the Boston Zoning Code ("Code") to rehabilitate a 95,000 square foot three-story building that contains 9,000 square feet of artist work space and sixty-two (62) artist live/work condominium units and seventy (70) parking spaces ("Proposed Project") located at 26 Damon Street ("Project Site") in the Hyde Park neighborhood; (2) issue a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process; (3) execute and deliver a Cooperation Agreement, an Affordable Housing Agreement, and a Boston Residents Construction Employment Plan, and any and all other agreements and documents that the Acting Director deems appropriate and necessary; and (4) recommend approval to the Zoning Board of Appeal on Petition BZC-27383 for conditional use permits, alternative use permits and variances necessary to construct the Proposed Project.

PROJECT SITE

The site is located at the former Sturtevant/Westinghouse industrial complex at 26 Damon Street and 1 Westinghouse Plaza and currently contains twelve (12) buildings. A public park and a body of water, called the Mother Brook, are adjacent to the site, which fronts on Neponset Valley Parkway. The site is also bound by Readville Street, Damon Place, the Mother Brook and M.B.T.A rail line property (the "Project Site").

Current uses on the Project Site include the Professional and General Offices in Building "A," and the Academy of the Pacific Rim Charter School in Building "B," and storage, repair and washing of emergency vehicles, warehouse space, storage of construction vehicles, gravel storage and accessory parking on the remainder of the Project Site.

DEVELOPMENT TEAM

The development team is composed of the Hamilton Company as the developer, ICON architecture, inc. as the architectural firm, and Bernard F. Shadrawy of Shadrawy & Rabinovitz as the legal counsel. The principal of Hamilton Company is Harold Brown.

PROPOSED PROJECT

The Hamilton Company (the "Developer") proposes the rehabilitation of Building "C" for the provision of artist live-work flats, lofts and work-only studios (the "Proposed Project") within the Project Site, a 95,000 square foot, three-story building. The first floor of Building "C," currently occupied by commercial light industrial tenants UTEC, WH Restaurant Equipment, Polygon and Boss Furniture, will stay leased to these respective tenants. Floors two and three will be rehabilitated for artist workspace, artist live/work space and artist lofts. The Proposed Project contains thirty-nine (39) live/work flats, twenty-three (23) live/work lofts, seventy (70) parking spaces, and landscaped areas around Building "C".

The only rehabilitation to the first floor will be the residential lobby, which will be used by the residential tenants. The second floor will contain 9,000 square feet of artist work space and twenty-three (23) live/work flats. The third floor will contain sixteen (16) live/work flats and twenty-three (23) live/work lofts.

ARTICLE 80 REVIEW

On November 4, 2005, the Developer filed a Letter of Intent in accordance with the Boston Redevelopment Authority's ("BRA's") policy regarding Provision of Mitigation by Development Projects in Boston. A six (6) member Impact Advisory Group ("IAG") was then formed with assistance from State Representative Angelo Scaccia, City Councilor Robert Consalvo and the Mayor's Office of Neighborhood Services.

The Developer filed a Project Notification Form ("PNF") for the Proposed Project on December 29, 2006. Notice of the receipt by the BRA of the PNF was published in the Boston Herald on December 29, 2006, which initiated a public comment period with a closing date of January 29, 2007. The Notice and the PNF were sent to the City's public agencies pursuant to Section 80A-2 of the Code.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session was held on January 11, 2007 with the City's public agencies at which the Proposed Project was reviewed and discussed. The IAG members were also invited to attend the Scoping Session. A publicly advertised meeting concerning the Proposed Project took place on January 11, 2007 at the Hyde Park Branch of the Boston Public Library in Hyde Park.

AFFORDABLE HOUSING

Nine (9) units of the sixty-two (62) units within the Proposed Project will be created as affordable housing (the "Affordable Units"). The Inclusionary Development Policy effective May 16, 2006, is applicable to the Proposed Project and requires that the Affordable Units be made available to households earning between 130% and 160% of the Boston Median Household Income as determined by the American Community Survey conducted by the US Census Bureau ("BMI").

The location, size and sales price of the Affordable Units are as follows:

Number of Bedrooms	Square Footage	Location of Affordable Unit	Approximate Sale Price
Live / work flats	1,226	Unit 201	\$181,700
Live / work flats	1,023	Unit 206	\$181,700
Live / work flats	1,023	Unit 211	\$181,700
Live / work flats	964	Unit 212	\$181,700
Live / work flats	1,023	Unit 215	\$181,700
Live / work flats	1,023	Unit 217	\$181,700
Live / work	1,186	Unit 302	\$181,700
Live / work	1,186	Unit 304	\$181,700
Live / work	1,017	Unit 331	\$181,700

Preference for the Affordable Units will be given to applicants who meet the following criteria, weighted in the order below:

- (1) Certified Artist;
- (2) Boston resident;
- (3) Household Size (a minimum of (1) person per bedroom); and
- (4) First-time homebuyers

The Developer will enter into an Affordable Housing Agreement and Restriction with the BRA for the Affordable Units. The Developer has agreed to submit a Marketing Plan (the "Plan") to the Boston Fair Housing Commission and the BRA for the Affordable Units, which shall be approved prior to the execution of the Affordable Housing Agreement. The Affordable Units will not be marketed prior to the submission and approval of the plan. A deed restriction will be placed on the

Affordable Units to maintain their affordability for a period of fifty (50) years (thirty years plus a BRA twenty-year extension option). Any subsequent purchaser of an Affordable Unit during this fifty (50) year period must earn within 130% and 160% of BMI.

PUBLIC BENEFITS

The Proposed Project will provide a number of public benefits, as follows:

- Sixty-two (62) units of much needed artist housing;
- Nine (9) units of affordable housing;
- \$172,000 in annual property taxes to the City of Boston; and
- \$20,000 contribution to the Hyde Park neighborhood to provide assistance to the arts community.

ZONING

The Proposed Project is located within the Manufacturing Subdistrict of the Hyde Park Neighborhood District. The Developer will be seeking one (1) conditional use permit (Multi-residential), two (2) alternative use permits (artist live/work space and artist workspace) and one (1) variance (usable open space).

RECOMMENDATION

Approvals are requested of the BRA pursuant to Article 80, Section 80B of the Code for the issuance of a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d) of the Code, and for the issuance of a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process. In accordance with Section 80B-5.3(d) of the Code, the BRA may issue a Scoping Determination Waiving Further Review if the PNF is found to adequately describe the impact of the Proposed Project and offer appropriate mitigation of such impacts.

BRA staff believes that the PNF meets the criteria for the issuance of a Scoping Determination Waiving Further Review. It is therefore recommended that the BRA approve the 26 Damon Street / 1 Westinghouse Plaza project in Hyde Park and authorize the Director to (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d) of the Code; (2) issue a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process; (3) execute and deliver a Cooperation Agreement, an Affordable Housing Agreement, and a Boston Residents Construction Employment Plan; and (4) recommend approval to the Zoning Board of Appeal on Petition BZC-

27383 for conditional use permits, alternative use permits and variances necessary to construct the Proposed Project.

Appropriate votes follow:

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code, which (i) finds that the Project Notification Form adequately describes the potential impacts arising from the rehabilitation of a 95,000 square foot three-story building that contains 9,000 square feet of artist work space and sixty-two (62) artist live/work condominium units ("Proposed Project") located at 26 Damon Street ("Project Site") in the Hyde Park neighborhood, to be developed by the Hamilton Company ("Developer"); and provides sufficient mitigation measures to minimize these impacts, and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Boston Zoning Code, subject to continuing design review by the Boston Redevelopment Authority; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Compliance for the Proposed Project upon the successful completion of all Article 80 processes; and

FURTHER

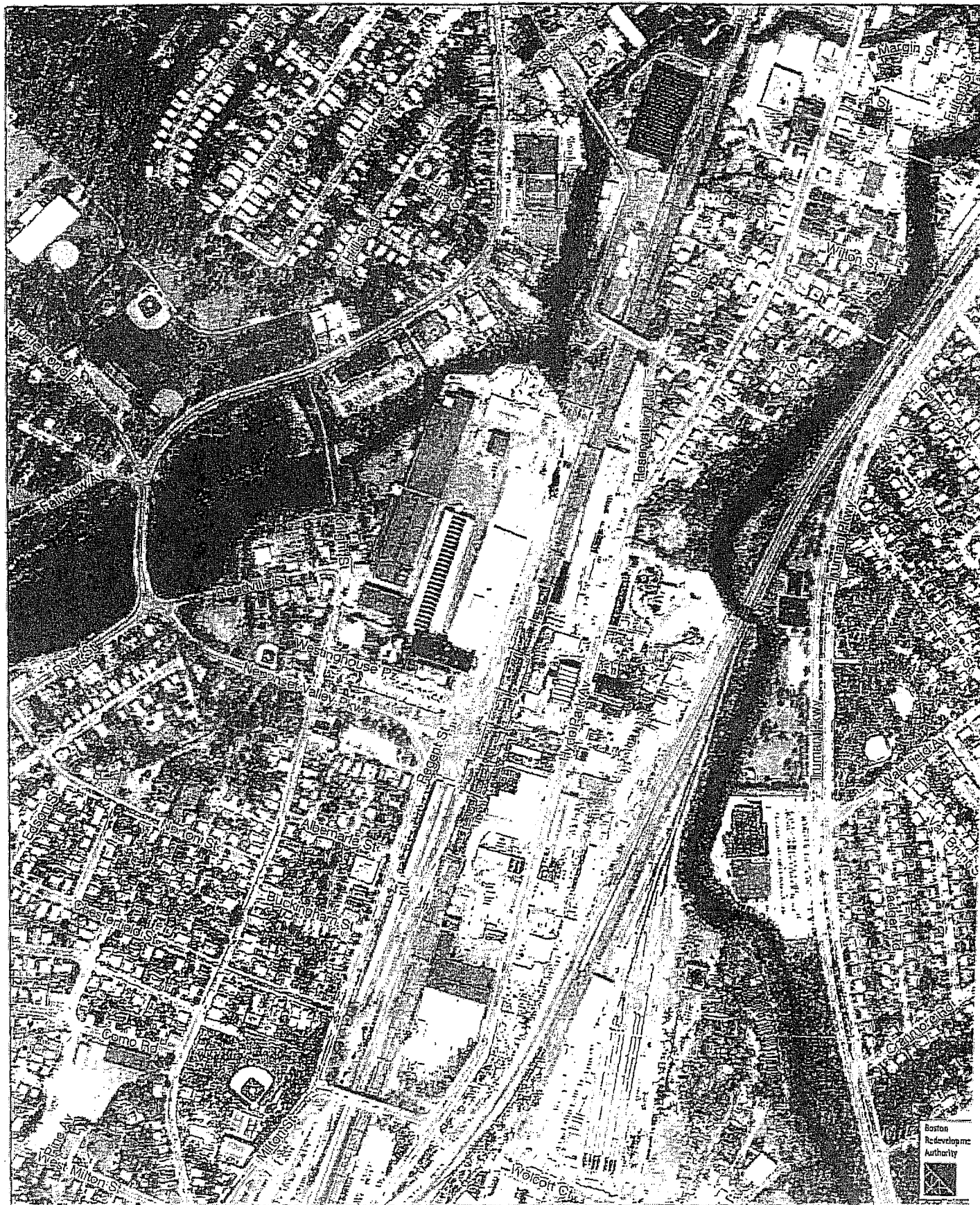
VOTED: That the Director be, and hereby is, authorized to execute a Cooperation Agreement, an Affordable Housing Agreement, a Boston Residents Construction Employment Plan, and any and all other agreements and documents which the Director deems appropriate and necessary in connection with the Proposed Project, all upon terms and conditions determined to be in the best interests of the Boston Redevelopment Authority.

FURTHER


VOTED: In reference to petition BZC-27383, the Hamilton Company, for one (1) conditional use permit, two (2) alternative use permits and one (1) variance in a manufacturing Subdistrict, the Boston Redevelopment Authority recommends APPROVAL WITH PROVISIO: that plans be submitted to the Boston Redevelopment Authority for design review approval.

1 Westinghouse Plaza/26 Damon Street

1:6,000
2003 BWCS aerial



1 Westinghouse Plaza

1:1,200 
2005 MassGIS aerial

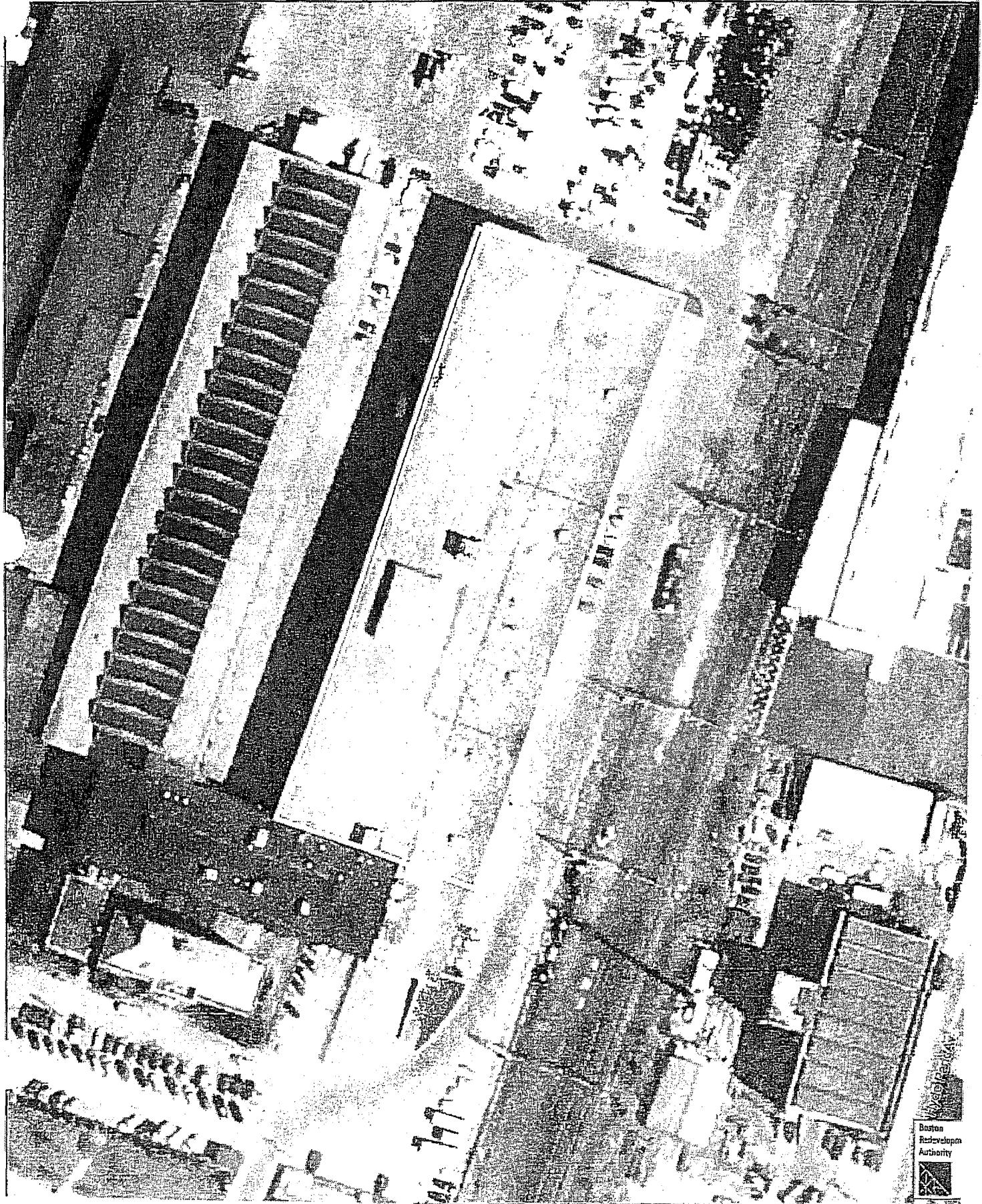


Exhibit B
Description of Market Rate Units

THE LOFTS AT WESTINGHOUSE

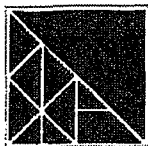
Market rate units

March 13, 2008

UNIT #	GROSS SF	LOCATION
202	1,023	2 nd floor
203	1,023	2 nd floor
204	1,023	2 nd floor
205	1,023	2 nd floor
207	1,023	2 nd floor
208	1,023	2 nd floor
209	1,023	2 nd floor
210	1,023	2 nd floor
213	1,023	2 nd floor
214	1,023	2 nd floor
216	1,023	2 nd floor
218	1,023	2 nd floor
219	1,023	2 nd floor
220	1,023	2 nd floor
221	1,023	2 nd floor
222	1,023	2 nd floor
223	1,258	2 nd floor
301	1,220	3 rd floor
303	780+406 loft= 1,186	3 rd floor
305	780+406 loft= 1,186	3 rd floor
306	780+406 loft= 1,186	3 rd floor
307	780+406 loft= 1,186	3 rd floor
308	780+406 loft= 1,186	3 rd floor
309	780+406 loft= 1,186	3 rd floor
310	780+406 loft= 1,186	3 rd floor
311	780+406 loft= 1,186	3 rd floor
312	780+406 loft= 1,186	3 rd floor
313	780+406 loft= 1,186	3 rd floor
314	780+406 loft= 1,186	3 rd floor
315	780+406 loft= 1,186	3 rd floor
316	780+406 loft= 1,186	3 rd floor
317	780+406 loft= 1,186	3 rd floor
318	780+406 loft= 1,186	3 rd floor
319	780+406 loft= 1,186	3 rd floor
320	780+406 loft= 1,186	3 rd floor
321	780+406 loft= 1,186	3 rd floor
322	780+406 loft= 1,186	3 rd floor
323	1,226	3 rd floor
324	1,073	3 rd floor
325	993	3 rd floor

UNIT #	SF	LOCATION
326	993	3 rd floor
327	993	3 rd floor
328	993	3 rd floor
329	993	3 rd floor
330	658+260 loft= 918	3 rd floor
332	658+260 loft= 918	3 rd floor
333	993	3 rd floor
334	993	3 rd floor
335	993	3 rd floor
336	993	3 rd floor
337	993	3 rd floor
338	993	3 rd floor
339	988	3 rd floor

Exhibit C
Artist Live Work Specific Design Guidelines



Boston Redevelopment Authority
Artist Live/Work Specific Design Guidelines

1. Space Requirements:

- (i) A minimum of 1,000 square feet of live/work space for one artist is required.
- (ii) Work-only spaces must be at least 150 SF.
- (iii) Where separate live and work spaces are provided, the minimum combined area must be 1,000 SF.

2. Accessibility:

- (i) Studios and hallways should be of oversize width to accommodate the shipping of large works.
- (ii) Loading bays should be located directly adjacent to a direct route to elevators.
- (iii) Freight elevators should be provided to carry oversize/overweight objects; and allow for noise, weekend and late night deliveries.
- (iv) All space should be ADA adaptable and a reasonable number should be ADA accessible.

3. Security: Security should reflect the needs of artists who have on-site sales, employees and customers.

4. Fire Safety:

- (i) Fire protection systems should include the ability to address industrial accidents.
- (ii) Fire insulation should be adequate for open flames.
- (iii) Live-work space, particularly those where there are children living in the unit, should include an appropriate separation between live and work areas (such as a fire wall).
- (iv) Electrical capacity should meet the various needs of different art forms.

5. Lighting:

- (i) The window-to-room ratio needs to be adequate for natural light. The ideal source of light for workspace is from the north.
- (ii) Interior or "borrowed light" is especially important for deep spaces. Track lighting for studio photography/ dance/theater is preferred.

6. Noise: Wall and floor construction needs appropriate "sound transmission coefficient" to prevent the transmission of sound from machinery, equipment or repetitive tasks.
7. Indoor air quality:
 - (i) Special ventilation and air handling techniques should be tailored to ensure the safety and health of resident, visitors and neighbors.
 - (ii) All spaces need to provide venting via the outside wall while providing a central ventilation system to the roof.
8. Ceiling heights: Should allow for the creation of large works and large equipment, including machinery and lighting.
9. Floors:
 - (i) Should be constructed to provide extra weight-bearing capacity. It is not necessary that they be highly finished.
 - (ii) An upgrade package (sprung wood floors) for dance/theater performers should be included.
10. Minimum Fit-Out:
 - (i) The minimum level of fit-out that is required to obtain a Certificate of Occupancy Permit from the Inspectional Services Department and that meets artists' needs for open and flexible space is desired.
 - (ii) Plumbing should include easy installation of slop sinks if needed.
 - (iii) Project should be fully wired for new technologies.
11. Dumpster Capacity: Oversize dumpster capacity should be provided.
12. Toxic and Hazardous Material Disposal: Containers should be provided for the disposal of toxic/hazardous materials (such as turpentine/paints).
13. Common Areas:
 - (i) Common space or meeting space may include display space for both art work and rehearsal.
 - (ii) On-site laundry should be provided.
 - (iii) Some artists will consider shared baths/kitchens if it reduces unit cost.
 - (iv) Access for outdoor work area should be provided to all tenants.

Exhibit D
DISCLOSURE STATEMENT

BOSTON REDEVELOPMENT AUTHORITY
Deed-Restricted Home Ownership Units

WHY ARE THERE SPECIAL CONDITIONS ON THE USE AND RESALE OF THESE HOMES?

The Boston Redevelopment Authority ("BRA") has made a commitment to provide artist homeownership opportunities to Boston residents. Artist live/work spaces offer artists an opportunity to combine their residence with their work, typically in an open floor plan offering large, flexible work areas. Artist live/work spaces are typically located in buffer zones between industrial and residential neighborhoods in location that do not support traditional family housing. To preserve this opportunity for future artists, certain conditions are placed on the use and resale of the property. They are designed to balance the interests of initial and future owners in a fair way.

WHEN CAN I SELL MY HOME?

You may sell your home at any point after which you have notified the BRA of your plans to sell.

TO WHOM CAN I SELL MY HOME?

When you sell your home, you must sell to a person who the BRA has approved as a certified Artist. If you have marketed your unit in good faith and with due diligence for a period of six (6) months, you may request that the Authority release the Artist Requirement and the Authority, in its reasonable discretion, may release the Artist Requirement. The Authority may require evidence of attempts to market your home to certified Artists. To receive BRA approval of your potential buyer, the BRA must verify that the potential buyer is a BRA certified Artist or that the Artist Requirement has been released on your home.

CAN I RENT MY HOME TO SOMEONE ELSE?

You must agree to live in this property as your principal place of residence. You cannot rent out your unit without the written consent of the BRA. If consent is given, the BRA may require that you rent your home to a BRA certified Artist.

HOW LONG DO THESE RESTRICTIONS APPLY TO THE PROPERTY?

The use and resale restrictions described here apply to the property for fifty (50) years from the date of the initial purchase.

WILL I HAVE TO PAY CONDOMINIUM FEES?

When purchasing a BRA deed restricted artist unit, as with most condominium units, you may be required to pay periodic condo fees. Although the exact rate may not be determined at the time of purchase, the seller should be able to provide an estimate.

WHAT LEGAL DOCUMENTS DO I NEED TO REVIEW AND SIGN?

The unit restriction information in this document includes the most important items from the Covenant for Artist Housing, recorded at the Suffolk Registry of Deeds along with the deed to your unit. You should review the Covenant for Artist Housing carefully before you sign a Purchase and Sale Agreement. At the closing, if you decide to purchase a deed-restricted unit, you will be required to execute a Principal Residence Affidavit, and a BRA Note and Mortgage to secure any penalties incurred if the artist covenants are not followed. AN ATTORNEY'S ADVICE WILL BE HELPFUL TO YOU IN REVIEWING THESE DOCUMENTS.

I/We hereby acknowledge that I/we have read and understand this Disclosure Statement.

Execution at Time of Application for Deed-Restricted Housing

Witness:

_____, Applicant

_____, Applicant

Dated: _____

Reaffirmation at Title Closing

I/we have received and read a copy of the Covenant for Artist Housing that is referenced on page 3 of this Disclosure Statement.

Witness:

_____, Buyer

, Buyer

Dated: _____

Exhibit E

PRINCIPAL RESIDENCE AFFIDAVIT

Reference is made to the following instruments of record and particular provisions thereof as identified.

1. A certain "Covenant for Artist Housing" to be attached to the Unit Deed transferring Unit ____ in the _____ Condominiums ("Unit ____"), located at _____, Boston, Massachusetts (the "Covenant").

2. Section 3 of the Covenant, entitled "Covenant; Owner-Occupancy", provides in relevant part as follows:

"...Owner shall occupy the Premises as his or her or their principal residence..."

The foregoing shall hereinafter be referred to as the "Principal Residence Requirement".

The undersigned, the purchaser of Unit ____ in the _____ Condominiums ("Unit ____"), located at _____, Boston, Massachusetts, hereby certifies to the BOSTON REDEVELOPMENT AUTHORITY as follows:

(a) I have read the Covenant and fully understand the Principal Residence Requirement; and

(b) I intend to use and occupy Unit ____ as my principal residence and have not purchased said unit for rental purposes.

DATE: _____

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission Expires:

Exhibit F

BOSTON REDEVELOPMENT AUTHORITY NOTE

I, _____ (the "Borrower") of Unit #_____, 26 Damon Street, Boston, Massachusetts (the "Property"), in consideration of provided by the Boston Redevelopment Authority ("BRA"), enabling me to purchase the Property, the receipt of which is hereby acknowledged, [jointly and severally] promise to pay to the BRA, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, or order, the principal sum determined in Section 1 below.

1. Calculation of Principal. The principal sum payable hereunder is calculated as One Dollar (\$1.00).
2. Subordination. The payment of principal hereunder shall be subordinate to the mortgage to _____ with respect to the Property.
3. Maturity. This Note shall be due and payable in full upon any sale or transfer of the Property provided, however, that if the Borrower sells the Property in compliance with the terms and covenants contained or referenced in the Deed Rider to the Property, then this Note shall be forgiven and shall be of no further force or effect; and further provided that all obligations hereunder shall terminate, and the principal hereunder forgiven, on the date which is fifty (50) years from the date hereof.
4. Security. This Note is secured by a Mortgage of even date on the Property to be duly recorded at the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court, as appropriate.
5. Default; Acceleration; Costs. At the sole option of the BRA, and upon fifteen (15) days notice to any senior lien holder, this Note shall become due and payable without demand or further notice, upon the occurrence of any breach of the covenants and agreements contained or referenced herein or in any mortgage encumbering the Property not cured within applicable grace periods, including those contained in the Mortgage given in connection with this Note, the terms of which are expressly incorporated herein. The Borrower shall pay all costs and expenses of collection, including reasonable attorneys' fees, incurred or paid by the BRA in enforcing this Note or the obligations hereby evidenced, to the extent permitted by law.
6. Waiver by Borrower. The Borrower hereby waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the performance, default or enforcement of the Note.

7. No Waiver by BRA. No delay or omission by the BRA in exercising or enforcing any of the BRA's powers, rights, privileges, remedies, or discretions hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver.

8. Assignment. Borrower's obligations hereunder may not be assigned without the prior written consent of the BRA.

9. Seal; Construction. This Note shall take effect as an instrument under seal and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESS my hand and seal this ____ day of _____, 200__.

Borrower

Witness

Exhibit G

BOSTON REDEVELOPMENT AUTHORITY MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of the ____ day of _____, 200__, between _____ of Unit # _____, _____ Boston, Massachusetts (the "Mortgagor") and the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing under Massachusetts General Laws Chapter 121B, as amended, with an address of One City Hall Square, Boston, Massachusetts 02201-1007 (the "Mortgagee").

To secure the repayment of the indebtedness evidenced by the Note of even date herewith, including any extensions, renewals, replacements and amendments thereof, and to secure the performance of the covenants, restrictions and agreements of the Mortgagor as set forth in the Note, in this Mortgage and in all other documents now or hereafter executed by the Mortgagor incident to Mortgagor's purchase of the Premises, the Mortgagor hereby GRANTS AND CONVEYS to the Mortgagee WITH MORTGAGE COVENANTS the property known as Unit #____, being a condominium unit in the _____ ("Condominium"), said Unit and property being more fully described in Exhibit A attached hereto.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures of whatever kind or nature, now or hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property conveyed by the Mortgage and all the foregoing, together with said property are hereafter referred to as the "Property".

Mortgagor covenants that mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions of record.

1. Mortgagor's Covenants. The Mortgagor for itself and its successors and assigns, covenants and agrees as follows:

- a. To perform and observe all of the covenants, restrictions and conditions of this Mortgage and of the Note referenced above, the terms of which are expressly incorporated herein;
- b. To keep the Property in such repair and condition as they may be put in while this mortgage is outstanding, and not to commit, permit or

suffer any waste, impairment or deterioration of the property or any part thereof;

c. Not to use or permit the Property to be used in violation of any law or municipal ordinance or regulation or for any unlawful or improper purpose;

d. That in the event the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured and in the same manner as with the Mortgagor, without in any vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. Except as herein provided, no sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension whether oral or in writing of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either, in whole or in part;

e. To pay when due all taxes, charges, assessments and all water and sewer charges assessed on the Property;

f. To keep the Property insured against fire and such other hazards;

g. At the sole option of the Mortgagee, the entire mortgage debt shall become due and payable upon fifteen (15) days notice to the Borrower and to any senior lien holder, without demand or further notice, upon an Event of Default as defined below;

h. The following shall constitute an Event of Default for which the Mortgagee shall have the STATUTORY POWER OF SALE:

(i) Any breach of the covenants and agreements contained or referenced herein;

(ii) in the event that the ownership of the Property, or any part thereof, shall become vested in any other person or persons without the prior consent of the Mortgagee;

(iii) in the event Mortgagor is declared in default of any other valid mortgage lien on the Property;

(iv) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Mortgagor or any endorser or guarantor hereof; or

(v) levy, seizure or attachment of the Property.

2. Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Mortgage.

3. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Severability. In the event that any provision or clause of this Mortgage conflicts with applicable law such conflict shall not affect other provisions of the Mortgage, which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

6. Waiver; Amendment. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.

7. Assignment; Assumption. This Mortgage and Mortgagor's obligations hereunder may be assigned to and assumed by a successive owner of the Property only upon the express written consent of the Mortgagee.

8. Discharge. Upon payment of all sums secured by this Mortgage then Mortgagee shall discharge this Mortgage. Such release shall be provided without cost to Mortgagor. Mortgagor shall pay all costs of recording, if any.

9. Subordination. Mortgagee agrees that this mortgage shall be subordinate to the mortgage to _____.

10. Construction of Agreement. Wherever the words "Mortgagor" and "Mortgagee" are used herein they shall include the successors, grantees and assigns of the parties named above, subject to the limitations of law and this instrument. The words "holder" and "holder hereof", as used herein, shall mean the Mortgagee named at the beginning of this instrument, and any subsequent holder or holders of this Mortgage. No term or provision of this Mortgage may be waived or amended except by an instrument in writing and signed by the party against whom enforcement is sought.

All covenants and agreements of Mortgagor shall be joint and several. Whenever used, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

This Mortgage shall be governed and construed in accordance with the law of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument.

WITNESS the execution hereof under seal as of this ___ day of ____, 200__.

Mortgagor:

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of ____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

Exhibit H

**DEED RIDER
COVENANT FOR ARTIST HOUSING**

Rider attached to and made a part of that certain deed from Mother Brook, LLC ("Developer"), to _____ ("Owner") dated _____.

PRELIMINARY STATEMENT

The purpose of this covenant is to provide a uniform plan for administration and enforcement of covenants and restrictions imposed upon real property by the City of Boston and the Boston Redevelopment Authority for the purpose of regulating the development of real property for housing for artists. Such covenants and restrictions arise as a result of requirements of the Boston Zoning Code and on account of relief from regulation. Such covenants and restrictions constitute a portion of the consideration to be paid for such real property or public benefit or relief from regulation. This covenant is imposed to promote the public health, safety, convenience and welfare by preventing overcrowding and deterioration of existing housing and by encouraging expansion of the City of Boston's housing stock; to provide artists with live/work space; to relieve the burden on the City of Boston and the Boston Redevelopment Authority to use other land for housing artists and to expand the supply of housing to meet existing and anticipated employment needs within the City of Boston.

NOW, THEREFORE, as consideration from the Owner to the Authority for the conveyance of the Premises, the Owner, for itself, its heirs, successors and assigns, hereby covenants and agrees that the Premises shall be subject to the following agreements, covenants and restrictions which are hereby imposed for the benefit of, and shall be enforceable by, the Developer's agent and designee and those of its successors and assigns, the Authority, or its successors, assigns, agents and designees.

1. Definitions. In this Covenant, the following words and phrases shall have the meanings indicated:

"Authority" means the Boston Redevelopment Authority, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, its successors, assigns, agents and designees;

"Artist" shall mean a person who has received an Artist Certificate from the Authority;

"Artist Certificate" shall mean a letter from the Authority to an artist that confirms that the artist has submitted a satisfactory City of Boston Artist Space Initiative Artist Certification Application Form, has been reviewed by the Authority's Artist Peer Review Panel, and has been "certified" by such Artist Peer Review Panel as a working artist;

"Artist Household" shall mean a Household that contains an Authority certified Artist;

"Covenant" means this document and all of its provisions including, without limitation, all affirmative covenants, restrictive covenants and options contained herein;

"Deed" means the deed to which this Covenant is attached and which subjects the Premises to this Covenant;

"Developer" means Mother Brook, LLC, with an address of 39 Brighton Avenue Boston, Massachusetts 02134, including its successors and assigns and any condominium association assuming management of the Project pursuant to Section 17 herein;

"Household" means all persons who reside or intend to reside together at the Premises;

"Owner" means the person(s) or entity identified in the Deed and any heir, successor or assign holding an interest in the Premises; and

"Premises" means the real property conveyed by or described in the Deed recorded herewith together with any improvements now or hereafter erected thereon.

2. Covenant; Artist Household. The Owner covenants that the Premises shall not be sold or conveyed during the term of this Covenant except to an Artist Household as stated in the Authority certificate, attached hereto. In addition to the foregoing, all resales or conveyances of such Premises after the initial sale and shall be to an Artist Household, unless the owner of the Premises has marketed the Premises to Artist Households for a period of six (6) months in good faith and with due diligence without success, then the owner of the Premises may market and/or convey the Premises for resale to all Households.

3. Covenant; Owner-Occupancy. The Owner shall occupy the Premises as his or her or their principal residence. Notwithstanding the foregoing, Owner may lease the Premises only upon receiving prior written approval from the Authority. If Authority consent is given, the Authority may require the Owner to lease the Premises to an Artist Household.

4. Certificate of Authority as to Artist Household. Upon written application and upon submission of such evidence as the Authority may require, the Authority shall furnish a certificate in recordable form stating whether a Household qualifies as an Artist Household. In the alternative and upon written application and upon submission of such evidence as the Authority may require, the Authority shall issue a certificate in recordable form stating whether a Household qualifies as an Household which has satisfied the marketing requirements of Section 2. Such certificate shall be valid for the period stated in the certification.

5. Certificate of Compliance. No conveyance, sale or transfer shall be valid and be deemed in accordance with the terms of this Covenant unless a certificate, or certificates, is obtained and recorded, signed and acknowledged by the Authority which refers to the Premises, and stating that the proposed conveyance, sale or transfer is in compliance with this Covenant.

6. Conclusive Evidence of Compliance with this Covenant. Certificates of the Authority may be relied upon as follows:

- a) A mortgagee of the Premises may conclusively rely upon:
 - i) a certificate issued by the Authority pursuant to Section 4 as to whether its mortgagor qualifies as an Artist Household or whether its mortgagor qualifies as a Household that has satisfied the marketing requirements of Section 2;
 - ii) a certificate issued by the Authority pursuant to Section 5 as to compliance of the Premises, provided that such certificate of compliance is recorded in the Suffolk Registry of Deeds; and
 - iv) an affidavit of the mortgagor of the Premises that the mortgagor's Household occupies the Premises as his or her or their principal residence (or intend to so occupy in the case of a purchase money mortgage).
- b) An Owner of the Premises shall not be subject to any remedy of specific performance or other penalty arising out of events prior to his or her purchase of the Premises, provided that such purchaser has complied with the and actual occupancy requirements of this Covenant.
- c) This Section shall not limit the right of persons to rely upon other certificates of the Authority.

d) All references to a person shall include all other persons claiming an interest in the Premises by, through or under such person.

7. Covenant; Compliance. The Owner shall furnish such information about the Premises as the Authority may request from time to time on the identity of the Owner, the identity of any mortgagee or other person having an interest in the Premises, the condition of the Premises, the identity of the occupants, and any other information which the Authority deems relevant, all for the purpose of assuring compliance with this Covenant. The Authority shall have access to inspect the Premises at reasonable times and on reasonable notice.

8. Rights of Mortgagees. Other provisions of this Covenant notwithstanding, a mortgagee may hold a mortgage or security interest in the Premises and may acquire title to the Premises by foreclosure or instrument in lieu of foreclosure; upon either such acquisition, the covenants, restrictions and options contained in this Covenant shall terminate and have no further effect; provided that any mortgage or security interest held for such Premises was originated in compliance with Sections 3, 4, 5, 6 and 8 of this Covenant.

Other provisions of this Covenant notwithstanding, this Covenant shall be subordinate in all respects to any mortgage or security interest in the Premises; provided that such mortgage or security interest was originated in compliance with Sections 3, 4, 5, 6, and 8 of this Covenant.

9. Notice. Any notice or other communication required or permitted to be given under this Covenant must be in writing and shall be effective when received by the party to whom it is addressed or four (4) business days after mailing by registered or certified mail, return receipt requested, whichever first occurs. Notices and communications to the Authority shall be sent to: Boston Redevelopment Authority, One City Hall Square, Boston, MA 02201-1007, Attention: Director, or the Agent. Notices and other communications to the Owner shall be sent to the address stated in the Deed as the owner's address or to the address of the Owner of the Premises as shown on the tax assessment roll of the City of Boston. Either party by written notice to the other may designate a different address to which notices shall thereafter be sent.

10. Covenants to Run with the Land. It is intended and agreed that the agreements, covenants and restrictions set forth in this Covenant shall run with the land constituting the Premises and shall be binding upon the Owner, its successors and assigns, for the benefit of and shall be enforceable by the Authority and its successors and assigns, for a period of thirty (30) years from the date of the Deed, unless a notice of restriction is recorded by the Authority or its successors and assigns before the expiration of thirty (30) years from the date of the Deed in which case such agreements, covenants and restrictions shall continue for twenty (20) years from the date of recording such notice

of restriction. It is further agreed that the reservation or grant of the agreements, covenants and restrictions contained herein are for public and charitable purposes.

Owner shall include a reference to this Covenant in any and all deeds or other instruments conveying an interest in the Premises or any part thereof.

11. Appointment of Agent. The Authority may from time to time appoint and revoke the appointment of one or more agents who shall have the power to issue certificates as provided herein and to exercise and enforce the rights of the Authority as provided herein. Such appointments shall be made and revoked only by instrument in writing recorded in the Suffolk Registry of Deeds and each such action shall be effective only upon recording. No such instrument of appointment or revocation of appointment shall be effective unless it expressly refers to this Covenant.

12. Enforcement. Without limitation on any other rights or remedies of the Authority, its successors and assigns, in the event of any rental or occupancy or sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant, the Authority shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- a) specific performance of the provisions of this Covenant;
- b) voiding of the rental arrangement that violates this Covenant;
- c) money damages for the cost of creating or obtaining other comparable dwelling units to fulfill the need for artist households;
- d) exercise of statutory power of sale pursuant to the mortgage recorded herewith; and
- e) any contract for sale or any sale or other transfer or conveyance of the Premises in violation of the provisions of this Covenant in the absence of a certificate from the Authority approving such sale, transfer or conveyance as provided in Section 5, to the maximum extent permitted by law shall be voidable by the Authority by suit in equity to enforce such agreements, covenants and restrictions.

If any action is brought to enforce this Covenant, the prevailing party shall be entitled to actual attorneys fees and other costs of bringing the action, in addition to any other relief or remedy to which such party may be entitled.

The Developer and the Owner hereby grant to the Authority the right to enter upon the Premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Premises which the Authority may determine to be

necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the agreements, covenants and restrictions.

13. Third Party Beneficiaries. The Covenant may be enforced by any Owner and/or prospective purchaser of the Premises.

14. Waiver. Nothing contained herein shall limit the rights of the Authority to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Premises; no waiver or release shall be effective unless it is in writing and executed by the Authority.

15. Captions Not Binding. Captions for sections have been inserted for convenient reference and are not to be construed to limit or modify the provisions of this Covenant.

16. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held to be invalid or unenforceable by any decision of any court of competent jurisdiction in an action in which the Authority is a party, such decision shall not impair or otherwise affect any other provision of this Covenant, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

17. Assignment. The Authority retains the right to assign its interest in this Covenant to the City of Boston.

18. Transfers. The obligations of the Developer hereunder shall be transferable to any condominium association that assumes management of the Project after the Developer has sold all of the units in the Project and pursuant to the terms and conditions in the master deed.

WITNESS our hands and seals this ____ day of _____, 200__.

DEVELOPER
Mother Brook, LLC

By: _____
Name, Title

OWNER:

