



2010 00002247  
Bk: 45948 Pg: 170 Doc: MDA  
Page: 1 of 49 01/11/2010 02:18 PM

Attested hereto  
*Francis M. Roache*  
Francis M. Roache  
Register of Deeds

**AMENDED AND RESTATED MASTER DEED**  
**MOTHER BROOK CONDOMINIUM**

The land situated at One Westinghouse Plaza, Boston (Hyde Park) Suffolk County, Massachusetts, described on Exhibit A attached hereto, together with all buildings and other improvements now or thereafter situated thereon (the "Property"), has been submitted to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A") prior hereto by MOTHER BROOK, LLC, a Massachusetts limited liability company, having a place of business c/o The Hamilton Company, Inc., 39 Brighton Avenue, Boston, Massachusetts 02134 (which together with its successors and assigns is hereinafter referred to as "Declarant") by Master Deed dated July 12, 2006 and recorded with the Suffolk Registry of Deeds on July 13, 2006 in Book 39983, Page 321, as amended by that certain First Amendment to Master Deed dated December 22, 2008 and recorded with the Suffolk Registry of Deeds on December 30, 2008 in Book 44367, Page 318, and as further amended by that certain Second Amendment to Master Deed dated January 13, 2009 and recorded with the Suffolk Registry of Deeds on January 14, 2009 in Book 44413, Page 1 (as so amended, the "Original Master Deed"). Declarant hereby amends and restates said Original Master Deed. The Original Master Deed, as hereby amended and restated, is hereinafter referred to as the "Master Deed," and the condominium created thereby is hereinafter referred to as the "Condominium." The Condominium is a commercial condominium created under the authority of Section 21 of Chapter 183A. Sections 17, 18 and 19 of Chapter 183A shall not apply to the Condominium. To the extent other provisions of the Condominium Documents differ from Chapter 183A as permitted by Section 21, such provisions of the Condominium Documents shall prevail.

The Condominium may be developed as a phased Condominium, and Declarant hereby reserves certain Development Rights (as defined in Article 14) in furtherance thereof. Article 14 sets forth the procedure whereby the Declarant may amend this Master Deed so as to add additional Phases and Units to the Condominium without the need for the consent or signature of any Unit Owner or Mortgagee (except such consent as may be deemed to be given pursuant to said Article 14).

**ARTICLE ONE**  
**DEFINITIONS**

Certain terms are utilized not only in this Master Deed, but are or may be used in various other instruments relating to the Condominium such as, by way of example and not limitation, the Bylaws of Mother Brook Condominium Association, and any deeds, mortgages, easements and other instruments relating to the establishment of the Condominium or the transfer of interests therein. Wherever used in this Master Deed and in such documents, the terms set forth below shall be defined as follows:

**Artist Housing Agreement:** The Lofts at Westinghouse Project Artist Housing Agreement dated as of March 20, 2008 by and between the Authority and Mother Brook, LLC, as the developer of the Secondary Condominium, as amended by the First Amendment to Artist

5 Plan 2010 5  
Book \_\_\_\_\_ Page \_\_\_\_\_

Housing Agreement dated as of December 17, 2008, by and between the Authority and Mother Brook, LLC, as the developer of the Secondary Condominium, true and complete copies of which are attached as Exhibit D to the Secondary Master Deed.

**Association:** Mother Brook Condominium Association formed as the organization of Unit Owners pursuant to the Bylaws of said Association dated of even date with this Master Deed and to be recorded concurrently herewith in the Registry of Deeds.

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

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

**Bylaws:** The Amended and Restated Bylaws of Mother Brook Condominium Association recorded in the Registry of Deeds on March 3, 2009 in Book 44619, Page 23, 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.

**Common Elements:** As defined in Article 7.

**Condominium:** As defined in the granting language which is the first paragraph of this Master Deed.

**Condominium Documents:** This Master Deed, the Bylaws and the Plans.

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

**Development Rights:** As defined in Article 14.

**Floor Plans:** The set of plans for the Condominium entitled "Mother Brook Condominiums, Hyde Park, MA," prepared by TKG Khalsa Design Inc., dated July 12, 2006, consisting of four (4) sheets, recorded with the Registry of Deeds in Plan Book 2006, Page 644, as amended by the set of plans entitled "Westinghouse Plaza, Damon Place, Boston, MA" prepared by Conyngham Associates Architects, dated January 7, 2009, consisting of ten (10) sheets, recorded with the Registry of Deeds on January 14, 2009 in Plan Book 2009, Page 8, as further amended by the set of plans entitled "Mother Brook Condominium, Westinghouse Plaza, Damon Place, Boston, MA" prepared by Conyngham Associates Architects, dated December 22, 2009, and consisting of four (4) sheets, recorded with the Registry of Deeds concurrently herewith.

**General Common Elements:** As defined in Article 7.

**Interest in the Condominium:** That percentage which represents a Unit Owner's undivided beneficial interest in the Common Elements and which is a percentage based upon a fraction,

the numerator of which shall be the fair value of such Unit and the denominator of which shall be the total fair value of all Units in the Condominium, as set forth in Exhibit B to the Master Deed, as it may be amended from time to time.

**Land:** As defined in Article 3.

**Legal Requirements:** All valid laws, orders, rules and regulations of all governmental agencies having jurisdiction over the Condominium or any part thereof.

**Limited Common Area Buildings:** As defined in Article 4.

**Limited Common Elements:** As defined in Article 7.

**Management Board:** The officers of the Association, which term shall include all persons appointed as such officers now or in the future, and their successors and assigns.

**Master Deed:** This Master Deed.

**Mortgagee:** Any holder of a mortgage of record on a Unit.

**No Build Area:** As defined in Article 14

**Owner or 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. Upon the creation of any Secondary Condominium, the organization of Secondary Unit Owners of the Secondary Condominium shall be authorized to exercise the rights of and be bound by the obligations of the Unit Owner under this Master Deed with respect to the Unit subject to the Secondary Condominium.

**Phase:** Any and all phases of the Condominium which Declarant may elect to create subsequent to Phase I in accordance with Declarant's exercise of its Development Rights in accordance with the provisions of Article 14.

**Phase I:** As defined in Article 14.

**Phasing Termination Date:** As defined in Article 14.

**Plans:** The Floor Plans and the Site Plan

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

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

**Secondary Condominium:** The condominium created by the Unit Owner of Unit 6, which subjects such Unit to the provisions of Chapter 183A and thereby subdivides such Unit into two or more Secondary Units, as more particularly described in Article 15.

**Secondary Condominium Association:** The association of Secondary Unit Owners formed to manage the Secondary Condominium

**Secondary Condominium Documents:** The master deed, bylaws and rules and regulations of the Secondary Condominium, and any other document governing or regulating the Secondary Condominium, as the same may be amended from time to time.

**Secondary Master Deed:** The master deed that governs and regulates the Secondary Condominium, as the same may be amended from time to time.

**Secondary Management Board:** The officers of the Secondary Condominium Association, which term shall include all persons appointed as such officers now or in the future, and their successors and assigns.

**Secondary Unit(s):** Condominium unit(s) in the Secondary Condominium, as more particularly described in Article 15.

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

**Site Plan:** The plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass.," prepared by Harry R. Feldman, Inc., dated June 14, 2006, recorded with the Registry of Deeds in Plan Book 2006, Page 644, as amended by the plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated December 4, 2008, certified on January 6, 2009, and recorded with the Registry of Deeds as Plan No. 8 of 2009, as amended by the plan entitled "Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated November 18, 2009, certified on December 16, 2009, and recorded with the Registry of Deeds concurrently herewith.

**Unit:** A single Unit in the Condominium, as described in Article 5.

Whenever any reference is made in the Condominium Documents to one gender, the same shall include a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate, and vice versa.

Whenever any reference is made in the Condominium Documents to a vote, action or approval by the Association, such vote, action or approval, if by majority, shall mean a majority of Interest in the Condominium, and if expressed as a percentage, shall mean by those Unit Owners which together constitute such percentage Interest in the Condominium. Similarly, any reference herein to a vote, action or approval by the Management Board, if by majority, shall

mean by a majority of those officers appointed pursuant to the provisions of the Bylaws, and if expressed as a percentage, shall mean those officers appointed pursuant to the provisions of the Bylaws which together constitute such percentage, and if unanimously, by all of those officers appointed pursuant to the provisions of the Bylaws.

## ARTICLE TWO PROPERTY NAME

The Condominium shall be known as "MOTHER BROOK CONDOMINIUM", which name shall be the only name by which the Condominium shall be identified by any Unit Owner or tenant unless otherwise agreed to unanimously by the Association. The Condominium currently consists of the Land, the Buildings, and the Units, together with certain General Common Elements appurtenant to all of the Units now existing or to be created in the future, and certain Limited Common Elements appurtenant to one or more (but fewer than all) of the Units. One or more additional phases may be added to the Condominium in accordance with Article 14 hereof.

## ARTICLE THREE DESCRIPTION OF LAND

The land included in the Condominium (the "Land") consists of a parcel of land, containing approximately 988,000 square feet to the south edge of Mother Brook or 1,005,040 square feet total, known as One Westinghouse Plaza and situated in the City of Boston, Suffolk County, Massachusetts, as shown on the Site Plan and further described on Exhibit A attached hereto and made a part hereof, which land is subject to easements, restrictions and other matters of record as noted on said Exhibit A.

## ARTICLE FOUR BUILDINGS

There are presently twelve (12) buildings on the Land, described as follows:

"Building A" is a four (4) story brick building with a rubber roof, containing approximately 32,119 square feet, and is shown as "Building A" on the Site Plan.

"Building B" is a three (3) story brick building with a rubber roof, containing approximately 62,047 square feet, and is shown as "Building B" on the Site Plan. Building B contains Unit 1, as more particularly described in Article 5.

"Building C" is a three (3) story brick building with a rubber roof, containing approximately 132,170 square feet, and is shown as "Building C" on the Site Plan. Building C contains Unit 6, as more particularly described in Article 5.

"Building D" is a two (2) story brick building with a rubber roof, containing approximately 107,628 square feet, and is shown as "Building D" on the Site Plan. Building D contains a portion of Unit 4, as more particularly described in Article 5.

"Building E" is a two (2) story brick building with a rubber roof and a one-story brick and metal building with a rubber roof, containing approximately 28,720 square feet in the aggregate, and is shown as "Building E" on the Site Plan.

"Building F Low Bay" is a one (1) story brick building with a rubber roof, containing approximately 65,257 square feet, and is shown as "Building F Low Bay" on the Site Plan. Building F Low Bay contains a portion of Unit 5, as more particularly described in Article 5.

"Building F High Bay" is a one (1) story brick and metal building with a rubber roof, containing approximately 63,268 square feet, and is shown as "Building F High Bay" on the Site Plan. Building F High Bay contains Unit 3 and a portion of Unit 5, as more particularly described in Article 5.

"Building K" is a one (1) story brick building with a rubber roof, containing approximately 45,842 square feet, and is shown as "Building K" on the Site Plan. Building K contains Unit 2, as more particularly described in Article 5.

"Building W" is a one (1) story metal building with a rubber roof, containing approximately 20,290 square feet, and is shown as "Building W" on the Site Plan. Building W contains a portion of Unit 4, as more particularly described in Article 5.

The "Power House" is a two (2) story brick building with a rubber roof, containing approximately 12,742 square feet, and is shown as the "Power House" on the Site Plan.

The "Garage" is a one (1) story stucco building with a rubber roof, containing approximately 1,000 square feet, and is shown as the "Garage" on the Site Plan.

The "Guard Shack" is a one (1) story brick building with a rubber roof, containing approximately 150 square feet, and is shown as the "Guard Shack" on the Site Plan.

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

The Association shall have the post office address of One Westinghouse Plaza, Boston, Massachusetts 02136.

Declarant has reserved the right to construct and add additional Units, General Common Elements and Limited Common Elements to the Condominium pursuant to the provisions of Article 14 hereof. In addition, pursuant to the provisions of Article 14 hereof, and subject to Section 5.8, Declarant, as the Unit Owner of Unit 2, has reserved the right to convert one or more of the Limited Common Area Buildings to one or more Units. If any additional Units, General Common Elements or Limited Common Elements are added to the Condominium (either by the addition of one or more additional Phases to the Condominium or by the conversion of all or a portion of the Limited Common Area Buildings to one or more Units) by

the recording of an amendment to this Master Deed with the Registry of Deeds, then from and after the date of such recording, the Condominium shall also include those additional Units, General Common Elements and Limited Common Elements as if the same had been included pursuant to this original Master Deed.

**ARTICLE FIVE**  
**DESCRIPTION OF UNITS, APPURTENANT EASEMENTS, AND COMBINING AND**  
**SUBDIVIDING UNITS**

Section 5.1. The Units. As more fully described in this Article 5 and as depicted on the Plans, the Condominium is comprised of the following six (6) Units: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5 and Unit 6. Said Units and their designation, location, approximate area, Common Elements immediately accessible thereto, and the Interest in the Condominium appurtenant to each such Unit, are as set forth on Exhibit B attached hereto and made a part hereof and as shown on the Floor Plans. The determination of the Interest in the Condominium appurtenant to each Unit is based upon the approximate relation that the fair value of the Unit (including all Limited Common Elements appurtenant thereto) on the date of this Master Deed bears to the then aggregate fair value of all of the Units in the Condominium (including all Limited Common Elements appurtenant thereto). In the event Declarant exercises its right, in accordance with Article 14 hereof, to create additional Units on the Land (either by the addition of one or more additional Phases to the Condominium or by the conversion of all or a portion of the Limited Common Area Buildings to one or more Units), the Interest in the Condominium of each existing Unit and newly created Unit shall be in the approximate relation that the fair value of such existing or newly-created Unit on the date of the amendment to the Master Deed creating such additional Phase(s) or converting all or a portion of the Limited Common Area Buildings to one or more Units bears to the then-aggregate fair value of all the Units, as determined by an independent appraiser selected by the Association.

Section 5.2. Description of the Units.

Section 5.2.1. Description of Unit 1. Unit 1 is a three (3) story condominium unit consisting of the entirety of Building B. Unit 1 contains approximately 62,047 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 1 are the exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building B and the outside plane of the concrete foundation of Building B, it being the intent that Building B be maintained and repaired as completely as possible by the owner of Unit 1. All areas and facilities that are specifically included as part of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 1.

Section 5.2.2. Description of Unit 2. Unit 2 is a one (1) story condominium unit consisting of the entirety of Building K. Unit 2 contains approximately 45,842 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 2 are the exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building K and the outside plane of the concrete foundation of Building K, it being the intent that Building K be maintained and repaired as completely as possible by the owner of Unit 2.

All areas and facilities that are specifically included as part of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 2.

Section 5.2.3. Description of Unit 3. Unit 3 is a one (1) story condominium unit consisting of the portion of Building F High Bay to the north of the plane formed by the mid-point of Column Line B-2 (the "Unit 3 Portion of Building F High Bay"), as shown on the Floor Plans. Unit 3 contains approximately 34,838 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 3 are (i) the exterior surfaces of the exterior walls comprising the Unit 3 Portion of Building F High Bay; (ii) the exterior surfaces of the windows and exterior doors located in the Unit 3 Portion of Building F High Bay; (iii) the exterior surface of the roof directly above the Unit 3 Portion of Building F High Bay; (iv) the outside plane of the concrete foundation of the Unit 3 Portion of Building F High Bay; and (v) the plane described by the surfaces, on the Unit side, of the studs serving as the framework of each wall separating Unit 3 from any other Unit. It is the intent hereof that, except as otherwise expressly set forth herein, the maintenance, repair and replacement of the Unit 3 Portion of Building F High Bay and the cost of such maintenance, repair and replacement be the sole responsibility of the Unit Owner of Unit 3. Furthermore, it is the intent hereof that the maintenance, repair and replacement of the structural portions of any wall separating Unit 3 from any other Unit and the cost of such maintenance, repair and replacement be shared equally by the Unit Owner of Unit 3 and the Unit Owner(s) of such other Unit(s). All areas and facilities that are specifically included as parts of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 3.

Section 5.2.4. Description of Unit 4. Unit 4 is a condominium unit consisting of the entirety of Building W and of the portion of Building D shown on the Floor Plans as Unit 4, consisting of two (2) above-ground floors, and specifically including the one (1) story metal structure adjacent to the northern exterior wall of Building D (the "Unit 4 Portion of Building D"). Unit 4 contains approximately 49,604 square feet of floor area in the aggregate, as shown on the Floor Plans. The boundaries of Unit 4 are (i) the exterior surfaces of the exterior walls comprising Building W and the Unit 4 Portion of Building D; (ii) the exterior surfaces of the windows and exterior doors located in Building W and in the Unit 4 Portion of Building D; (iii) the exterior surface of the roof directly above Building W and above the Unit 4 Portion of Building D; (iv) the outside plane of the concrete foundation of Building W and of the Unit 4 Portion of Building D; and (v) the plane described by the surfaces, on the Unit side, of the studs serving as the framework of each wall separating Unit 4 from any other Unit. It is the intent hereof that, except as otherwise expressly set forth herein, the maintenance, repair and replacement of Building W and the Unit 4 Portion of Building D and the cost of such maintenance, repair and replacement be the sole responsibility of the Unit Owner of Unit 4. Notwithstanding anything to the contrary contained herein, it is the intent hereof that the structural portions of any wall separating Unit 4 from any other Unit (or any Limited Common Area Building) and the cost of such maintenance, repair and replacement be shared equally by the Unit Owner of Unit 4 and the Unit Owner(s) of such other Unit(s) (or the Unit Owner of the Unit to which such Limited Common Area Building is appurtenant). All areas and facilities that are specifically included as parts of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 4.



Section 5.2.5. Description of Unit 5. Unit 5 is a one (1) story condominium unit consisting of the entirety of Building F Low Bay and of the portion of Building F High Bay to the south of the plane formed by the mid-point of Column Line B-2 (the "Unit 5 Portion of Building F High Bay"), as shown on the Floor Plans. Unit 5 contains approximately 93,687 square feet of floor area in the aggregate, as shown on the Floor Plans. The boundaries of Unit 5 are (i) the exterior surfaces of the exterior walls comprising Building F Low Bay and the Unit 5 Portion of Building F High Bay; (ii) the exterior surfaces of the windows and exterior doors located in Building F Low Bay and in the Unit 5 Portion of Building F High Bay; (iii) the exterior surface of the roof directly above Building F Low Bay and above the Unit 5 Portion of Building F High Bay; (iv) the outside plane of the concrete foundation of Building F Low Bay and of the Unit 5 Portion of Building F High Bay; and (v) the plane described by the surfaces, on the Unit side, of the studs serving as the framework of each wall separating Unit 5 from any other Unit. It is the intent hereof that, except as otherwise expressly set forth herein, the maintenance, repair and replacement of Building F Low Bay and the Unit 5 Portion of Building F High Bay and the cost of such maintenance, repair and replacement be the sole responsibility of the Unit Owner of Unit 5. Notwithstanding anything to the contrary contained herein, it is the intent hereof that the structural portions of any wall separating Unit 5 from any other Unit and the cost of such maintenance, repair and replacement be shared equally by the Unit Owner of Unit 5 and the Unit Owner(s) of such other Unit(s). All areas and facilities that are specifically included as parts of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 5.

Section 5.2.6. Description of Unit 6. Unit 6 is a three (3) story condominium unit consisting of the entirety of Building C, as shown on the Floor Plans. Unit 6 contains approximately 132,170 square feet of floor area in the aggregate, as shown on the Floor Plans. The boundaries of 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 owner of Unit 6. To the extent that Building C shares party walls with other Units, the boundaries of Unit 6 are measured to the centerline of such party walls. All areas and facilities that are specifically included as part of the General Common Elements or Limited Common Elements or of another Unit are excluded from Unit 6.

In furtherance and not in limitation of the foregoing, Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6 and all other Units which may be created hereunder in accordance with the terms hereof shall be deemed to include, without limitation, all foundations, structural components, girders, beams, supports, exterior walls, interior structural or bearing walls, roofs, roof drains and storm water systems, rooftop equipment screening and roof flashing, elevators (including all cabs, shafts, enclosures, cables, hydraulic cylinders and other related equipment), utility lines and equipment, supply lines, pipes, wires, conduits, chutes, ducts, flues, heating, plumbing, electrical and other apparatus or equipment, and security systems of the Building or Buildings in which such Unit is located.

So long as any Unit is owned by Declarant or by any successor declarant, such Unit may be combined or subdivided solely in the discretion of Declarant or any successor declarant, provided the same is in accordance with Chapter 183A, the Legal Requirements and this Master

Deed, including, without limitation, Section 5.8 hereof, and provided further that no portion of the Unit may be redesignated as a General Common Element without the consent of the other Unit Owners (provided, however, that nothing herein shall be deemed to prevent the Declarant or any such successor declarant, without the consent of any other Unit Owners, from redesignating any portion of any Unit owned by it as a Limited Common Element appurtenant to such Unit and/or other Units owned by Declarant or such successor declarant). Each Unit Owner may at any time and from time to time change the use and designation of any room or space within such Owner's Unit, subject always to provisions of this Master Deed. Furthermore, notwithstanding anything contained in the foregoing to the contrary, in the event any Unit is subdivided or otherwise created hereafter in accordance with the provisions hereof so that two (2) or more Units or portions thereof which are owned by two (2) or more Unit Owners are contained within a single Building, the boundaries of each such Unit may be modified, and portions of the Unit may be redesignated as Limited Common Elements, provided the same is in accordance with Chapter 183A, the Legal Requirements and this Master Deed, including, without limitation, Section 5.8 hereof; provided, however, that all structural components of any such Building within which two (2) or more Units (or portions thereof) which are owned by two (2) or more Unit Owners are contained, and all pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit or in an area of exclusive right appurtenant to such Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to constitute a Limited Common Element appurtenant to the Units served thereby.

Section 5.3.    **Common Utility Lines.**

(a) Every Unit shall have as appurtenant thereto the right and easement to use all utility pipes, wires, conduits, equipment and installations which provide utility services to said Unit but are not located within said Unit, including without limitation water, sewerage, gas, electricity, telephone services, storm drains, cable television, and other utility lines, all of such sewers, drains, mains and lines that are either underground or within existing portions of any Building specifically intended and utilized for such utilities, as they now exist or as the same may be installed, maintained, repaired, replaced, renewed, or relocated, subject to the rights of the other Unit Owners and the right of the Management Board to use the same in common with each Unit Owner. Each Unit's appurtenant right and easement to use such utilities also shall be subject to the right of any Unit Owner within whose Unit the same may be located and the right of the Management Board as to any of the same to install, repair, maintain, replace, renew or relocate the same, provided that any such installation, use, repair, maintenance, replacement, renewal or relocation shall not unreasonably interfere with the use of the Unit by the Unit Owner or occupant for its permitted purpose or the use of said easement for the provision of such services to the Unit Owner(s) whose Unit(s) are served thereby.

(b) Written notice shall be given to affected Unit Owners thirty (30) days in advance of any temporary interruption of service when the timing of such interruption is within the control of another Unit Owner or the Management Board. Each such Unit Owner further reserves to itself the right to grant such easements in, to, over, under and across its respective Unit and Limited Common Elements appurtenant thereto, for the purposes hereinabove

enumerated and subject to the provisions set forth herein, to such other persons as may from time to time be entitled thereto.

(c) Declarant, for so long as it holds or controls title to any Unit and thereafter, the Management 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 the Management Board 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 by the tenants and occupants 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 or 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 by tenants and occupants.

**Section 5.4. Separate Utility Lines.** Every Unit shall have appurtenant thereto an easement in, to, over, under and across the General Common Elements for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, water and gas mains, electrical power lines, telephone lines and other utility lines, all of such sewers, drains, mains and lines shall be either underground or within existing portions of the Buildings specifically intended and utilized for such utilities, serving the respective Unit. The Unit Owner of the Unit benefiting from such easement shall indemnify and hold harmless the Association and all other Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur as a result of any exercise by such benefited Unit Owner of such easement rights. Each Unit Owner shall exercise its easement rights hereunder in a good and workmanlike manner and in compliance with industry standards and all Legal Requirements so as not to interfere unreasonably with any other Unit Owner's or other occupant's or tenant's operations and/or use of its Unit, the Limited Common Elements attributable to such Unit, or the Common Elements. Furthermore, subject to the forgoing, the Unit Owner of Unit 1 shall have the right and easement in, to, over, under and across the portion of the roof of Unit 2 which is located over Loading Dock 2, as shown on the Floor Plans, for the installation, operation, use, maintenance, repair, relocation, replacement and removal of the heating, ventilating and air conditioning ("HVAC") units located thereon as of the date hereof and any additional HVAC units serving the first floor of Unit 1, including the right to penetrate said portion of the roof. Any and all work with respect to the Exercise by the Unit Owner of Unit 1 of its easement rights hereunder shall be done at the sole cost and expense of the Unit Owner of Unit 1, in a good and workmanlike manner and in compliance with industry standards and all Legal Requirements.

**Section 5.5. Location of Easements.** The location of all easements of the character described in this Article shall be subject to the prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the Unit Owner, if any, whose Unit may be burdened therewith. Approval by the Unit Owner shall be granted or denied within thirty (30) days after receipt of written request therefor (such request to include reasonably detailed drawings and specifications) and shall be deemed granted if no action is taken within said thirty

(30) days. If requested by any utility company or a Unit Owner, upon completion of construction of such utility facilities, the Unit Owner affected thereby shall join in the execution of an agreement, in recordable form, appropriately identifying the type and location of such respective utility facility.

**Section 5.6. Installation, Maintenance and Repair.** The Unit Owner of a Unit that is benefited by any of the utility easements referred to in Section 5.4 shall be responsible for the installation, maintenance and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed pertaining thereto. Any such maintenance and repair shall be performed only after thirty (30) days' notice to the affected Unit Owners, if any, of such Unit Owner's intention to do such work, except in the case of emergency, and any such work shall be done without cost or expense to the other Unit Owners or the Association, and in such manner as to cause as little disturbance in the use of the Common Element and the other Units as may be practicable under the circumstances. If a lien is recorded against the Common Elements or the recording of a lien is threatened as a result of a Unit Owner contracting for work permitted under this Section and failing to pay for the same, then the Management Board may, after thirty (30) days' notice to the subject Unit Owner and its Mortgagee, pay for the work or pay off the lien and specially assess the cost thereof against the subject Unit Owner in accordance with Section 5.4(a) of the Bylaws.

**Section 5.7. Relocation of Easements.** At any time, a Unit Owner whose Unit is burdened by an easement described in this Article shall have the right to relocate any such sewers, drains, mains and lines and related equipment then located in its Unit or Limited Common Elements appurtenant thereto, provided that such relocation shall be performed only after thirty (30) days' notice of such Unit Owner's intention to so relocate shall be given to the benefited Unit Owner(s), and such relocation: (a) shall not interfere with or diminish the utility services to the benefited Unit Owner; (b) shall not increase any Unit Owner's utility charges; (c) shall not reduce or unreasonably impair the usefulness or function of such utility; (d) shall be performed without cost or expense to the benefited Unit Owners; and (e) shall be performed in a manner so as to cause as little interference to the benefited Unit Owner as practicable under the circumstances. Notwithstanding such relocation, maintenance shall be the obligation of the Unit Owner benefited by the easement; provided that if there shall be any material increase in such cost as a result of any such relocation, the Unit Owner who relocated the easement shall bear such excess.

**Section 5.8. Subdivision of a Unit or Combination of Units.**

(a) The Unit Owner of any Unit may at any time divide his Unit into two or more Units, and Unit Owners may combine two or more Units into one or more larger Units without further consent or approval of the Management Board or any Unit Owner or any Mortgagees, excepting only the Mortgagees of the Unit or Units subject to the division or combination, provided that a Unit (including all divided Units, if the Unit is so divided) must have a floor area of at least five hundred (500) square feet, and for such purpose cuts may be made in the common walls or ceilings, providing that the Owner or Owners of the Units being combined shall do any of the work in combining the Units at the sole expense of such Owner or Owners and only in the manner prescribed by Declarant or the Management Board. Such

dividing or combining shall in no way result in any increasing or decreasing of any Interest in the Condominium and/or obligations of any Unit except for the Unit being subdivided or the Units being combined.

(b) No such division or combination of Units shall become effective until notice is delivered to the Management Board and to all Unit Owners as well as to the Mortgagee of said Unit, if any, that such division or combination is to take place, and until the Unit Owner or Owners so dividing or combining have caused to be recorded an amended Master Deed and amended floor plan, showing the Unit or Units created thereby, at the Registry of Deeds. Such amendment shall comply in all respects with the requirements of Chapter 183A and shall reallocate the Interest in the Condominium of the Unit(s) being combined or subdivided in the approximate relation that the fair value of each new Unit bears to the fair value of the original Unit(s) involved, such that (i) the resulting Interest in the Condominium of any subdivided Units shall equal that of the Unit subdivided, (ii) the resulting Interest in the Condominium of any combined Unit shall equal the total of those combined, and (iii) the total resulting percentages of all Units in the Condominium shall equal one hundred percent (100%).

(c) The Unit Owner or Owners dividing or combining the Units shall bear all costs and expenses of such division or combination, including, without limitation, recording costs and legal expenses connected with said division or combination, including, without limitation, the cost of attorney's fees for the review of the documents by counsel for the Association.

(d) Any and all work with respect to the removal or relocation of the interior wall or floor dividing any such Units shall not involve the removal or relocation of a structural or load bearing wall or floor that may affect another Unit unless the Management Board has consented thereto. Any and all work undertaken pursuant to this Section 5.8 shall be done in a good and workmanlike manner and in compliance with industry standards and all applicable Legal Requirements, pursuant to a building permit validly issued therefor (if required by law) and any other permits required by law. All such work shall also be done in accordance with any applicable Bylaw provisions, and the Unit Owner performing such work shall indemnify and hold harmless the Association and all Unit Owners from any loss, cost, claim, damage or liability which they may suffer or incur as a result of such work and shall pay for the cost of review of the plans by the Association.

(e) The creation of a Secondary Condominium pursuant to Article 15 hereof shall not be subject to the requirements of Section 5.8(a) or Section 5.8(b).

**Section 5.9. Right to Use Rooftops.** Except as otherwise provided herein, the Condominium shall be subject to the right of each Unit Owner and its successors and assigns to use the roofs of any Unit or Limited Common Area Building which it owns for antennas, receivers, transmitters and other devices for which the roofs of similar buildings may be used and for any other purpose, all in accordance with the Legal Requirements and this Master Deed, and shall include the right to lease space on the roofs of any Unit or Limited Common Area Building it owns to third parties for such uses. Any proceeds from the rental of space within the General Common Elements shall belong to the Association.

Notwithstanding the foregoing, Declarant hereby expressly reserves to itself and its successors and assigns and its or their designees the perpetual right and easement to erect, install, operate, maintain, inspect, repair, replace, alter, extend or remove one or more solar panels, including all solar panel mounts and other equipment customarily appurtenant thereto upon, across and over the roof of any Unit and Limited Common Area Building other than the roof of Unit 1 and Unit 4 and that portion of Unit 2 located over Loading Dock 2 as shown on the Floor Plans. Declarant shall have the right to access any such roof at any time for all of the aforementioned purposes. Declarant shall indemnify and hold harmless the Association, each Unit Owner, and its successors and assigns from and against all claims, losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) arising from any accident, injury or damage whatsoever to any person or to the property of any person, where such accident, injury or damage is caused by the exercise by Declarant, or its agents, employees, contractors, licensees or invitees, of any of the rights and easements granted hereunder, except to the extent that such accident, injury or damage is caused by the negligence or misconduct of any Unit Owner or its agents, employees, contractors, tenants, licensees or invitees. Notwithstanding the foregoing, the exercise by Declarant of the rights and easements granted hereby shall not unreasonably interfere with the right of the Unit Owner of Unit 5, and its successors and assigns, to install, operate, maintain, inspect, repair and replace on the roof of Unit 5 a 36" vent and any heating, ventilating and air conditioning equipment serving Unit 5.

#### **ARTICLE SIX PLANS**

The Site Plan showing the Land, the Building and related improvements, and adjacent public ways, buildings and relevant landmarks, along with the Floor Plans showing the layout, location, Unit designations and dimensions of the Units (such Site Plan and 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 consist of the several sheets described in Article 1 hereof. In the event of a conflict between the Plans and Article 5 (description of the Units), the terms and provisions of Article 5 shall control, and in the event of a conflict between the Plans and Article 7 (description of the Common Elements) the terms and provisions of Article 7 shall control.

#### **ARTICLE SEVEN COMMON ELEMENTS**

The common elements and facilities of the Condominium (the "Common Elements") consist of (a) the General Common Elements, as defined below in Section 7.1 and (b) the Limited Common Elements, as defined below in Section 7.2.

7.1 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 accordance with such Unit Owner's Interest in the Condominium set forth in Exhibit B hereof, as the same may be amended from time to time in accordance with the terms hereof. As of the date of this Master Deed, the General Common Elements include the following:

(a) The Land. The Land, including, without limitation, the rights of Declarant, if any, in and to the streets and sidewalk areas benefiting such Land, together with the benefit of and subject to all other rights and easements created by this Master Deed and all matters of record, excluding, however, the Units and the Limited Common Elements.

(b) Certain Improvements on the Land. The exterior landscaping, sidewalks, driveways, roadways, parking areas, fencing, railings, steps, surface drainage facilities, exterior lighting fixtures and equipment, planters, benches, trash receptacles and all other improvements located on the Land, excluding, however, the Units and the Limited Common Elements.

(c) Common Utility and Service Facilities. All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, telephone and data transmission equipment, cabling, antennas, transmitters and related devices, and other facilities for the furnishing of utilities or services to all of the Units, if any, or to any of the General Common Elements, and the portions of the Buildings in which they are housed, excluding, however, any of the foregoing which are specifically included as part of any Unit or any Limited Common Element.

(d) Guard Shack. The Guard Shack located on the Land.

(e) Miscellaneous. All other parts, elements and features of the Condominium, however designated or described, excluding, however, the Units and the Limited Common Elements.

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 Management Board in accordance with all Legal Requirements, and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Bylaws in accordance with each Unit Owner's Interest in the Condominium as set forth on Exhibit B, as such Interest in the Condominium 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 Management Board shall in any way be liable or responsible to any Unit Owner or Secondary 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 or Secondary 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 or Secondary Unit Owner's requirements,

except to the extent such loss, damage or expense is due to the negligence or willful malfeasance of Declarant or the Management 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.

7.2 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. As of the date of this Master Deed, the Limited Common Elements include the following:

(a) Utility and Service Facilities. Transformers, generators, ventilating units, water and sewer pipes, related meters and pumping equipment, electrical conduits and related equipment for the transmission of electricity, telephone and data transmission lines and equipment, gas lines and other conduits, ducts, pipes, plumbing, wiring, chimneys, flues, equipment, fixtures, machinery, furnishings, transformer vaults, below slab sewage pumps and other facilities for the furnishing of utilities or services to one or more (but fewer than all) Units, if any, or to any Limited Common Elements, and the portions of the Building(s) in which they are housed, if any.

(b) Common Party Walls. All structural and load-bearing walls between two or more Units or between any Unit and any Limited Common Area Building.

(c) Freight Elevators. The two (2) freight elevators (including all cabs, shafts, enclosures, cables, hydraulic cylinders and other related equipment) located between Building B and Building C and between Building B and Building D, each shown as "Limited Common Freight Elevator" on the Floor Plans, which are appurtenant and allocated exclusively to Unit 1 and to Building C and Building D, respectively.

(d) Playground. The area of the Land shown as "Limited Common Area Exclusive to Unit 1" on the Site Plan, which is appurtenant and allocated exclusively to Unit 1. The Playground shall be maintained, operated, repaired and replaced as necessary by the Owner of Unit 1 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Owner of Unit 1.

(e) Courtyard. The area of the Land located between Building B and Building A, shown as "Limited Common Area Exclusive to Unit 1 and Bldg. A" on the Site Plan, which area is appurtenant and allocated exclusively to Unit 1 and to Building A. The Unit Owner of Unit 1 shall have the right, at its sole cost and expense, to remove, in accordance with all applicable Legal Requirements and in a good and workmanlike manner, the walkway connecting Unit 1 to Building A.

(f) Limited Common Area Buildings. The Buildings shown on the Site Plan as the "Limited Common Area Buildings," consisting of Building A, the portion of Building D which does not contain Unit 4, Building E, the Power House and the Garage, which are appurtenant and allocated exclusively to Unit 2. The Limited Common Area Buildings shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 2 in



accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 2. The Unit Owner of Unit 2 shall be entitled to use, in common with other Unit Owners, for the benefit of the Limited Common Area Buildings appurtenant to Unit 2, all of the Common Elements, including, without limitation, utility and other service facilities, roadways, driveways and parking areas, necessary to service and operate the same, but specifically excluding those Limited Common Elements specifically appurtenant to other Units.

(g) Loading Bays. Loading Bay shown on the Floor Plans as "Bay 2," located on the southern side of Unit 2, which shall be appurtenant to and allocated exclusively to Unit 1, Unit 2 and Unit 6, the Loading Bay shown on the Floor Plans as "Bay 4," located on the southern side of Unit 2, which shall be appurtenant to and allocated exclusively to Unit 1, Unit 2 and Unit 6, and the Loading Bays shown on the Floor Plans as "Bay 3," located on the southern side of Unit 2, and "Bay 5" and "Bay 6," located on the northern side of Unit 2, which shall be appurtenant and allocated exclusively to Unit 2. The Unit Owner of Unit 1 shall the right and easement to pass and repass through Bay 3 for the purpose of access to and egress from Unit 1 and Bay 4.

(h) Miscellaneous. All other elements and features of the Condominium designated as Limited Common Elements on the Plans.

(i) Unit 4 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 4" on the Site Plan, which is appurtenant and allocated exclusively to Unit 4. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 4 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 4.

(j) Unit 5 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 5" on the Site Plan, which is appurtenant and allocated exclusively to Unit 5. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 5 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 5.

(k) Unit 6 Land. The area of the Land shown as "Limited Common Area Exclusive to Unit 6" on the Site Plan, which is appurtenant and allocated exclusively to Unit 6. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 6 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 6.

(l) Electrical Area. The area within Building D shown as "Limited Common Area Exclusive to Building D, Unit 3, Unit 5 and Unit 6" on Sheets \_\_\_\_\_ of the Floor Plans, which is appurtenant and allocated exclusively to Building D (including the Unit Owner of Unit 4), Unit 3, Unit 5 and Unit 6. Such limited common area shall be maintained, operated, repaired and replaced as necessary by the Unit Owners of Building D (including the Unit Owner of Unit 4), Unit 3, Unit 5 and Unit 6, in accordance with all Legal Requirements,

and all costs and expenses thereof shall be borne solely by the Unit Owners of Building D(including the Unit Owner of Unit 4), Unit 3, Unit 5 and Unit 6.

Except as otherwise specifically set forth in this Master Deed or the Bylaws, the Limited Common Elements shall be maintained, operated, repaired and replaced as necessary by the Management Board in accordance with all Legal Requirements, and all costs and expenses thereof shall be assessed among the Unit Owners having rights in such Limited Common Element in the proportion that each such Unit Owner's Interest in the Condominium bears to the sum of the Interests in the Condominium of all of the Unit Owners having rights in such Limited Common Elements, 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.

7.3. Parking. There are two hundred ninety-four (294) parking spaces, including nine (9) handicap parking spaces, located on the Land (hereinafter collectively called the "Parking Spaces" and individually, a "Parking Space"). The Parking Spaces are depicted on the Site Plan. In addition, Declarant shall have the right to create additional parking spaces on the Land (specifically excluding any portion of the Land designated as a Limited Common Element appurtenant to any Unit not owned by Declarant) by the recording of an amendment to this Master Deed with the Registry of Deeds, together with a revised Site Plan (to the extent required by Chapter 183A) and, from and after the date of such recording, the Condominium shall also include those additional parking spaces as if the same had been included pursuant to this original Master Deed.

The Land on which the Parking Spaces are located shall be a portion of the General Common Elements. Notwithstanding anything to the contrary in this Master Deed, Declarant hereby expressly reserves to itself and its successors and assigns and its or their designees the exclusive right and easement from time to time to sell, convey, lease, rent or license easements for each of the Parking Spaces (collectively, the "Parking Easements" and, individually, a "Parking Easement") to Unit Owners and others (including members of the general public). 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. Each grant of a Parking Easement shall be for a specific, assigned Parking Space. Declarant shall have the right to grant easements for the exclusive use of Parking Spaces either in unit deeds or by separate instruments. Notwithstanding the foregoing, Declarant may not create a zoning non-conformity by such sale or grant of easement. In addition, the Unit Owners shall have a right of first refusal in the event any Parking Space is offered to a non Unit Owner. Any Parking Easements that have not been conveyed by Declarant (whether prior to or subsequent to the conveyance of the last Unit to be conveyed by Declarant) shall be deemed to continue to be owned by Declarant as easements in gross until such time, if at all, as Declarant expressly conveys the same. The purchaser of a Parking Easement shall have the right to freely sell, convey, rent, license or lease such easement. The Management Board shall maintain and repair the Parking Spaces in a clean and orderly manner and in compliance with all Legal Requirements, and the cost of such

maintenance and repair shall be a Common Charge to the extent a Parking Easement has been granted to a Unit Owner, but otherwise shall be the sole expense of the Declarant.

Notwithstanding any other provision of this Master Deed, Declarant expressly reserves for itself, its successor and assigns, the right to relocate any of the eighty-eight (88) Parking Spaces that are exclusive to Unit 6 (the "Unit 6 Parking Spaces") as depicted on the Site Plan and for which no easement has been conveyed pursuant to the Secondary Condominium Documents, to any portion of the Land (specifically excluding any portion of the Land designated as a Limited Common Element appurtenant to any Unit not owned by Declarant) by the recording of a revised Site Plan and, from and after the date of such recording, such Unit 6 Parking Space(s) shall be as depicted on such revised Site Plan; provided however, Declarant shall not relocate any Unit 6 Parking Spaces 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).

#### 7.4. General Provisions.

7.4.1 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.

7.4.2 Easements to Use 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, General Common Elements located within other Units), which serve such Unit Owner's Unit or are appurtenant and allocated to such Unit Owner's Unit hereunder, including, without limitation, the right to pass and repass over all roadways, pathways, driveways and walkways constructed on the Land for the purpose of pedestrian and vehicular access to and egress from its Unit (and the Unit Owner of Unit 2 shall have the easement, in common with other Unit Owners, to use all such General Common Elements which serve the Limited Common Area Buildings), 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. Notwithstanding the foregoing, the Unit Owner of Unit 1 and the Unit Owner of Unit 2 may use the shared stairwells between Building B and Building C for emergency egress only. Such easements shall be subject to the rights of the Management Board to adopt Rules and Regulations governing the use of the Common Elements.

7.4.3 Easements to Access Common Elements. Each Unit Owner shall have such easements, in common with other Unit Owners, in, on, over, upon, through and across the General Common Elements and facilities of other Units as may be necessary to access any Common Elements which serve such Unit Owner's Unit or are appurtenant and allocated to such Unit Owner's Unit hereunder, for the purpose of access to and egress from such Common Elements (and the Unit Owner of Unit 2 shall have the easement, in common with other Unit Owners, in, on, over, upon, through and across the Common Elements and facilities of other

Units as may be necessary to access any Common Elements which serve the Limited Common Area Buildings); 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.

7.4.4 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 are subject to (i) any rights, easements and limitations on use contained in this Master Deed, the Bylaws or the Rules and Regulations, as the same may be amended from time to time; and (ii) all rights, easements and other restrictions of record.

7.4.5 Rights of Access of Management Board. The Management Board shall have, and is hereby granted, the right of access at all reasonable times to each Unit (and any Secondary Unit) for purposes of (i) operating, inspecting, protecting, maintaining, repairing and replacing any Common Elements; (ii) obtaining such utility readings as may be necessary or desirable in connection with the operation of the Condominium; and (iii) and correcting, terminating and removing acts or things that interfere with each Unit Owner's use and enjoyment of Common Elements or are otherwise contrary to or in violation of the provisions of this Master Deed, the Bylaws, the Rules and Regulations, or any Legal Requirements. The Management Board may for such purposes require each Unit Owner (and any Secondary Unit Owner) to deposit a key to its Unit (or Secondary Unit) with the Management Board.

7.4.6 Security. The Management 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 Management Board nor any successor to Declarant 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.

## ARTICLE EIGHT USE RESTRICTIONS

### Section 8.1. Use Restrictions.

(a) The Units and the Limited Common Area Buildings may be used for all such purposes as may be permitted by the Zoning Bylaws of the City of Boston as the same may be in force and effect from time to time (the "Zoning Laws") and are not otherwise specifically prohibited hereunder. All Units and Limited Common Area Buildings may be leased to third parties on such terms and conditions as the Unit Owner thereof may determine in its sole discretion (subject, however, to the express terms and provisions of this Master Deed and the Bylaws), and any Unit Owner entering into such lease shall be entitled to all rents and other profits deriving therefrom; provided, however, that any such leases or tenancies shall be pursuant to a written lease which shall specifically provide that the tenant/lessee is subject to the terms of this Master Deed and the Bylaws, and a copy of said lease shall be delivered to the

Management Board.. Notwithstanding the foregoing, in no event shall Unit 1, Unit 2, Unit 4, Unit 6, Building A, or Building D or the No Build Area (collectively, the "Restricted Areas") ever be used for Heavy Industrial Uses. For purposes hereof, the term "Heavy Industrial Uses" shall mean any use involving heavy equipment, noxious fumes or odors, disruptive noise levels, odors or vibrations, or which would create a health or safety risk for the tenants or occupants of any Unit. Furthermore, notwithstanding anything to the contrary contained herein, in no event shall any hazardous substances or materials be used within the Restricted Areas except in such manner and in such quantities as may be permitted by law and upon written notice to and prior approval by the Association; provided, however, that no such notice or approval shall be required with respect to substances such as adhesives, lubricants, ink, solvents and cleaning fluids of the kind and in amounts customarily found and used in business offices and retail establishments. Except as otherwise expressly set forth in this Section 8.1(a), notwithstanding anything to the contrary contained herein or in the Bylaws, in no event shall the Management Board or the Association prohibit or materially restrict any uses which, as of the date hereof, exist within any Unit, Limited Common Element or any Limited Common Area Building. No Unit may be designed or used for occupancy by only one family or household, provided, however, that Unit 6 may be used for multi-family residential use (e.g., multiple apartments or the creation within such Unit of a Secondary Condominium consisting of multiple, single-family residential Secondary Units).

(b) The Units and the Common Elements (including the Limited Common Area Buildings) shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Management Board pursuant to the provisions of the Bylaws:

- (i) Any Unit Owner undertaking any construction, alteration or other work within its Unit or the Limited Common Area Buildings shall take all necessary measures to minimize any disruption or inconvenience to other occupants of the Condominium caused by such work. Such work shall be performed in accordance with all applicable Legal Requirements and shall be accomplished in such a manner so as to minimize any damage or adverse effect which might be caused by such work to any other person or any other Unit, Limited Common Area Building or Common Element (other than any Limited Common Element appurtenant only to the Unit upon which such work is being undertaken). The Unit Owner undertaking such work shall repair immediately at its own cost and expense any and all damage caused by such work. In addition, the Unit Owner undertaking such work shall promptly pay all costs and expenses, including mechanics liens, associated therewith and shall indemnify and hold the Association and all other Unit Owners harmless from and against all liens, damages, costs, losses, or claims, including reasonably attorney's fees, attributable to the performance of such work. The Unit Owner and the Management Board, at the Unit Owner's sole cost and expense, shall prepare and record a special amendment hereto, together with a revised Floor Plan, reflecting such construction, alteration or other

work in accordance with the requirements of this Master Deed (to the extent required by Chapter 183A).

- (ii) The maintenance, keeping, boarding and/or raising of animals of any kind, regardless of number, is prohibited within any Unit, the Limited Common Area Buildings or upon any other Common Elements without the approval of the Management Board, which approval shall be required for each specific animal. The foregoing prohibition shall not apply to (i) any animals maintained within Unit 1 by the Unit Owner of Unit 1 for curriculum purposes as of the date hereof or to any replacements thereof if such replacements are similar in type and quantity to the animals currently maintained therein; and (ii) any animals used for laboratory and/or research purposes. Furthermore, notwithstanding the foregoing prohibition, the Unit Owner of Unit 6 may determine in its sole discretion whether or not pets shall be permitted therein. In the event the Unit Owner of Unit 6 determines that pets shall be permitted within such Unit, such pets (i) shall be limited to 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; (ii) shall not exceed one (1) per dwelling unit with respect to dogs and shall not exceed two (2) per dwelling unit with respect to all other pets (other than fish) without the approval of the Management Board; (iii) shall not be kept and maintained for commercial purposes or for breeding; (iv) shall be subject to permanent removal from the Condominium upon ten (10) days' written notice from the Management Board in the event any such pets cause or create a nuisance or unreasonable disturbance; and (v) shall be subject to such further rules and regulations as the Management Board and/or the Unit Owner of Unit 6 shall enact. Notwithstanding the foregoing, orderly domestic pets shall be permitted if necessary for persons with disabilities.
- (iii) If any governmental license or permit shall be required for any particular improvement or construction in any particular Unit or Limited Common Area Building, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Association, the Owner of such particular Unit or of the Unit to which the Limited Common Area Building is appurtenant, at such Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Management Board and comply with all terms and conditions thereof.
- (iv) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units or of the other premises entitled to the use or benefit thereof or the Limited Common Area Buildings. Any outdoor storage is prohibited unless otherwise permitted

by the Management Board and by the Zoning Laws. No merchandise may be stored on the sidewalks and walkways adjacent to any Building by the Unit Owner or occupant of the building adjacent to such sidewalk or walkway. No merchandise, supplies or equipment may be stored elsewhere in the Common Elements (other than inside the Limited Common Area Buildings) except as expressly set forth herein. No business may be conducted or performed in or on the Common Elements (other than inside the Limited Common Area Buildings) or merchandise sold therefrom. There shall be no distribution of flyers, circulars or advertisements in, on or from the Common Elements other than items mailed from the Limited Common Area Buildings. The Management Board shall have the right to obtain restraining orders, injunctions or other legal process in order to enjoin any such activities not approved or consented to as hereinabove set forth.

- (v) All use and maintenance of the Units and the Limited Common Area Buildings shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.
- (vi) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.
- (vii) No immoral, improper, offensive, or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or any Limited Common Area Building shall be eliminated by and at the sole expense of the Owner of said Unit or of the Unit to which such Limited Common Area Building is appurtenant, and those relating to all Common Elements (other than the Limited Common Area Buildings) shall be eliminated by the Management Board.
- (viii) No activity shall be done or maintained in any Unit or Limited Common Area Building which will increase the rate of insurance on any Unit or the Common Elements (including the Limited Common Area Buildings) or result in the cancellation of insurance thereof, provided, however, that any use or activity which will increase the rate of insurance maintained by the Management Board for the Condominium or by any individual Unit Owner may be permitted if the Unit Owner conducting such use or allowing such use to be conducted agrees to pay any and all additional costs associated therewith, including without limitation the increase in the insurance premiums paid by the Management Board on behalf of the Condominium as a result thereof.

- (ix) No Unit or Limited Common Area Building shall be used or maintained in a manner which is inconsistent with the Bylaws and the rules or regulations promulgated from time to time pursuant thereto.
- (x) Each Unit and the Limited Common Area Buildings shall be used only for such purposes and to such extent as will not overload any Building or the foundation or structure of any Building or reasonably overload the capacity of any utility furnished to any Building, including but not limited to water, sewer, electricity and gas. No Unit or Limited Common Area Building shall be used in violation of fire, safety, health or related laws.
- (xi) No unlawful use shall be made of any Unit or the Common Elements or any part thereof, and all Legal Requirements shall be complied with. Compliance with all Legal Requirement shall be accomplished by and at the sole expense of the Unit Owner or Owners, or the Association, as the case may be, whichever shall have the obligation under the Bylaws to maintain and repair the portion of the Unit or Common Element subject to any such Legal Requirement. Each Unit Owner shall give prompt notice to the Management Board of any written notice it receives of the violation of any Legal Requirement affecting its Unit or any Building or Common Element. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement affecting any portion of the Unit or Building or Common Element that such Unit Owner is obligated to maintain and repair, and the Management Board shall cooperate with such Unit Owner in such proceedings, provided that (i) such Unit Owner shall pay and defend, save harmless and indemnify the Management Board, the Association and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorney fees and other expenses reasonably incurred; and (ii) such Unit Owner shall keep the Management Board advised as to the status of such proceedings periodically. Such Unit Owner need not comply with any Legal Requirement so long as he or she shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Condominium shall be subject to attachment or lien or being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Association may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to



deferral of compliance. The costs and expense of any contest by the Association shall be a Common Expense. The amount due the Association under the foregoing obligation of a Unit Owner to defend, save harmless and indemnify the Association may, without prejudice to any other remedy of the Association, be enforced by assessing the same to the Unit or Units of such Unit Owner as a Common Charge.

If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Condominium as a whole and required in order to render lawful the operation of the Condominium for the uses for which the Unit or Limited Common Area Building is zoned at the time of the execution and recording of the Master Deed) shall be required for the proper and lawful conduct of business in any particular Unit or any Limited Common Area Building, and if the failure to secure such license or permit would in any way affect any other Unit or the Unit Owner thereof or the Association, the Owner of such particular Unit or Limited Common Area Building, at its expense, shall procure and maintain such license or permit, submit the same to inspection by the Management Board, and comply with all of the terms and conditions thereof.

- (xii) No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of any Building that might reasonably be anticipated to cause damage thereto, to spread odors, or to otherwise be dangerous, hazardous or offensive.
- (xii) All data processing, computer, graphic art and printing facilities, business machines and equipment, kitchen equipment, construction, manufacturing and assembly equipment and all other mechanical equipment installed in any Unit or Limited Common Area Building shall be so designed, installed, maintained and used by the owner and occupant of such Unit or Limited Common Area Building, at the expense of such Owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level (taking into account the general character of the Condominium and the uses permitted therein), the transmission of noise, vibration, odors and other objectionable transmissions from such Unit or Limited Common Area Building to any other area of the Condominium.
- (xiv) No Unit Owner or occupant shall permit or suffer to be discharged on the Property any oil or hazardous materials, as defined in Massachusetts General Laws, Chapter 21E. Any storage of oil or any other hazardous materials shall be conducted in strict compliance with all applicable Legal Requirements and shall be subject to Section 8.1(a) of this Master Deed.

- (xv) The Unit Owners, at their own cost and expense and upon their own initiative, shall provide for the frequent and adequate removal of trash, garbage and refuse from their Units and the Limited Common Area Buildings consistent with their use, but at least once weekly, and for the periodic cleaning of their Units and Limited Common Area Buildings adequate for the use made thereof, but not less often than once a month.
- (xvi) The Unit Owners shall have their Units and the Limited Common Area Buildings treated periodically for the extermination of roaches and vermin at their own expense and upon their own initiative so that no roach or vermin infestation shall occur.
- (xvii) The Unit Owners shall not use the sidewalks adjacent to any Building for "sidewalk sales," and shall not install any loudspeakers or sound amplifiers in their Units or the Limited Common Area Buildings used to advertise the business activities in such Units or the Limited Common Area Buildings and emitting sounds that are audible from the sidewalks outside of any Building; provided, however, that the forgoing shall not be deemed to prohibit school or classroom bells.
- (xviii) Each Unit Owner shall be solely responsible for the prompt replacement, at its sole cost and expense, of any broken glass in any exterior or interior windows or doors of its Unit or Limited Common Area Building.

Said restrictions shall be for the benefit of the Unit Owners, and the members of the Management Board as the persons in charge of the Common Elements (other than the Limited Common Area Buildings) and may (except as to Section 8.1(b)(ix)) be waived in specific cases by the Management Board, provided that such waiver shall not unreasonably interfere with the use and enjoyment of the other Units, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Management Board at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Management Board and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both, and the Management Board and/or any such aggrieved Unit Owner shall be entitled to recover their legal fees, costs and expenses incurred in enforcing said course of action if the Management Board and/or such Unit Owner prevail. The Management Board may also levy fines with respect to any such violations, including fines occurring on a daily basis in the case of continuing violations. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof, and no Unit Owner shall be liable for any consequential or punitive damages in connection with any such breach.

(c) Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant, (a) lease Units which have not been sold and any Limited Common Area Buildings, which lease(s) may be for as short a duration as thirty (30) days; or (b) use any Units and Limited Common Area Buildings owned by the

Declarant as models for display, as offices and/or as storage areas (for interior storage only) or for any other uses consistent with this Master Deed which it deems necessary or desirable in connection with redecoration and construction in the Units or Common Elements, or the sale or leasing of Units or the Limited Common Area Buildings.

(d) A majority of the members of the Management Board then in office may, by an instrument in writing and in accordance with the provisions of the Bylaws, adopt such Rules and Regulations (the "Rules and Regulations") from time to time as they may determine to be necessary or appropriate to ensure that the Common Elements (including the Limited Common Area Buildings) and Units are used for the purpose set forth in this Section 8.1, provided that such Rules and Regulations are consistent with the use of the Units and the Common Elements for their intended purposes.

(e) These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Management Board and shall be enforceable solely by one or more of the Unit Owners or the Management Board, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended 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 except such as occur during his or her Unit ownership, and no Unit Owner shall be liable for any consequential or punitive damages in connection with any such breach.

(f) Notwithstanding anything to the contrary contained herein, the Unit Owners hereby agree and acknowledge that the use restrictions contained in this Section 8.1 shall not apply to the tenants under written leases of any Unit or Limited Common Area Building in effect as of the date hereof.

**Section 8.2. Temporary Use of Common Elements During Construction and/or Maintenance and Repair.** In connection with work performed within any Unit(s) or any Limited Common Area Building, incidental and temporary encroachments upon the General Common Elements as a result of the use of ladders, scaffolding, barricades, reasonable temporary staging facilities, and similar facilities resulting in temporary obstruction of portions of the General Common Elements shall be permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance and repair work which is expeditiously pursued and completed. General Common Elements may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work provided for herein, provided such use does not overload any Building or the foundation or the structure of any Building and such use is not in violation of fire, safety, health, or related laws and does not unreasonably interfere with the use and enjoyment of, and access to, the Units and the Common Elements by the Unit Owners. The Management Board shall have the right to designate additional and reasonable temporary staging areas to facilitate construction.

**Section 8.3. Signs.** No signs (other than a directory of the tenants or other occupants of any Building) shall be erected or maintained upon the Common Elements or Units of the Condominium without the prior approval of the Management Board, which approval shall not

be unreasonably withheld, conditioned or delayed. All signs must comply with the sign requirements of Zoning Laws. Each sign located in the Condominium and which is not the responsibility of the Management Board to maintain, shall be maintained in good condition and repair by the Unit Owner or by the Unit occupant, as the case may be.

## ARTICLE NINE AMENDMENTS

**Section 9.1. Declarant's Consent.** Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or has the right to exercise any of its Development Rights in accordance with Article 14 hereof, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

**Section 9.2 General Amendments.** Except as set forth elsewhere in this Master Deed and except as otherwise provided in this Article 9, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to fifty-one percent (51%) or more of the Interest in the Condominium and duly recorded with the Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the members of the Management Board, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Management Board for not less than five (5) years from the date the amendment is recorded.
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered.
- (iii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the Common Elements shall be of any force or effect unless the same has been signed by all Unit Owners whose Interest in the Condominium is affected. In accordance with Article 14 hereof, no amendment of this Master Deed pursuant to the specific provisions hereof relative to the exercise of Development Rights by Declarant which alters the percentage of the undivided interest to which any Unit is

entitled in the Common Elements pursuant to Section 5.1 shall require the consent of any Unit Owner.

- (iv) No instrument of amendment affecting any Unit or any Limited Common Area Building in a manner that materially impairs the security of a 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 Mortgagee, which consent may be granted or withheld in such Mortgagee's sole discretion. No amendment of this Master Deed pursuant to the specific provisions hereof relative to subdivisions, partitions and/or combination of Units, to the creation of a Secondary Condominium, and/or to the exercise of Development Rights by Declarant 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 Article 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) 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 or effect.
- (vi) No instrument of amendment which affects Declarant's rights hereunder, including, without limitation, its rights under Section 5.8, Section 7.3, Section 7.4 or Article 14 shall be of any force or effect unless, in addition to the voting requirements specified above, such amendment is signed by Declarant, its successors and assigns, and its Mortgagee.
- (vii) No instrument of amendment which alters the rights of any Unit Owner to a Parking Easement hereunder shall be of any force or effect unless the same has been signed by such Unit Owner.
- (xix) No instrument of amendment which prohibits or materially restricts the uses which exist within any Unit, Limited Common Element or any Limited Common Area Building as of the date hereof shall be of any force and effect unless the same has been consented to by the Unit Owner of the Unit affected thereby.

- (xx) No instrument of amendment which purports to amend any provision of the Master Deed which requires a Unit Owner's consent to amend shall be of any force or effect unless the same has been consented to by such Unit Owner.

**Section 9.3 Special Amendments.** Notwithstanding the foregoing, this Master Deed may also be amended by special amendment ("Special Amendment") as follows: Special Amendments may be executed and recorded as provided elsewhere in this Master Deed in order to (i) combine or subdivide Units, (ii) reconfigure partition walls within or between Units, (iii) establish Limited Common Elements; and (iv) exercise any of Declarant's Development Rights in accordance with Article 14. Moreover, the Declarant, without the consent of any Unit Owner or any other Unit Owner's Mortgagee, may execute and record a Special Amendment as long as it owns any Unit(s) in the Condominium or has any right to exercise its Development Rights in accordance with said Article 14 in order to (i) correct any errors and/or omissions in this Master Deed; and (ii) to make this Master Deed comply with the provisions of Chapter 183A. The right to execute and record such Special Amendments shall pass to the Management Board at the earlier of such time as the Declarant and/or its successors and/or assigns no longer own any Units in the Condominium or its Development Rights have terminated. Any such Special Amendment, when executed by the Declarant or the majority of the members of the Management Board and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

## ARTICLE TEN ENCROACHMENTS

If any portion of the Common Element now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Element, or if any such encroachment shall occur hereafter as a result of (a) the alteration or repair to the Common Elements made by or with the consent of the Management Board, or (b) the settling of all or any portion of any Building, or (c) the repair or restoration of any Building or any Unit after damage by fire or other casualty, or (d) the 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.

## ARTICLE ELEVEN ORGANIZATION OF UNIT OWNERS

The Association has been formed as the organization of Unit Owners through which the Condominium will be managed and regulated. The initial address of said Association shall be 39 Brighton Avenue, Boston, Massachusetts 02134. The Association has enacted the Bylaws as bylaws pursuant to Chapter 183A.

The original and present members of the Management Board and the Unit Owners entitled to appoint their successors are as follows:

<u>Position</u>	<u>Name</u>	<u>Successor Appointed By:</u>
President	James Burke	Unit Owner of Unit 2
Treasurer	Andrew Bloch	Unit Owner of Unit 2
Secretary	Marcus DeFlorimonte	Unit Owner of Unit 1
Vice President	Carl Valeri	Unit Owner of Unit 3
Vice President	Michael McNally	Unit Owner of Unit 4
Vice President	James Stearns	Unit Owner of Unit 5
Vice President	Linda Vaccaro	Unit Owner of Unit 6

## ARTICLE TWELVE INVALIDITY OF CONDOMINIUM

If for any reason it shall at any time be determined that the Condominium Documents do not establish a condominium under Chapter 183A, then notwithstanding such determination, the rights of all persons having any interest in the Condominium shall to the fullest extent permitted by law be construed and given effect as though said Chapter 183A were applicable thereto, in order to give effect to the intent hereby declared that the rights of all persons be determined as though the Condominium Documents created such a condominium under said Chapter 183A.

## ARTICLE THIRTEEN MISCELLANEOUS

**Section 13.1 Units Subject to Master Deed, Unit Deed, Bylaws, Rules and Regulations.** All present and future owners, tenants, visitors, licensees, servants and occupants of Units and of the Limited Common Area Buildings shall be subject to, and shall comply with, the provisions of this Master Deed, the Bylaws, and any Rules and Regulations promulgated pursuant to the Bylaws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit or Limited Common Area Building shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Bylaws, and such Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant, licensee or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit or Limited Common Area Building, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

**Section 13.2. Invalidity.** The invalidity of any provisions 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.

**Section 13.3. Waiver.** No provision contained in 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.

**Section 13.4. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provisions hereof.

**Section 13.5. Chapter 183A.** This Master Deed is intended to comply with the requirements of Chapter 183A. The Units and the Common Elements (including the Limited Common Area Buildings), and the Unit Owners and the Management Board, shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in the Bylaws, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to Common Expenses, funds and profits, with respect to improvement and rebuilding of Common Elements, and with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A.

**Section 13.6. Mortgage Rights.** Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, the foreclosure of such mortgage or deed in lieu of foreclosure, shall not be liable for such Unit's unpaid assessments which accrued prior to the time such Mortgagee came into possession of such Unit except as otherwise provided in chapter 183A.

**Section 13.7. Partition.** 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 the unanimous vote of the Unit Owners. No such vote shall be effective, however, without the written consent of any Mortgagee of any Unit. In the event such withdrawal is authorized, the Condominium shall be subject to an action for partition by any Unit Owner as if owner in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Interests in the Condominium 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 the liens.

#### **ARTICLE FOURTEEN DECLARANT'S RESERVATION OF RIGHTS; ASSIGNMENT OF DECLARANT'S RIGHTS**

**Section 14.1. General Reservation of Rights.** Notwithstanding anything contained in the Master Deed or the Bylaws to the contrary, and in addition to all other rights and reservations of Declarant, Declarant hereby reserves the development, conversion, phasing and other rights set forth in this Article 14. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner, including, without limitation, all Mortgagees of such Units, shall be subject to and bound by the provisions of this Article 14. All of the rights set forth herein, together with any other



reserved rights in the Condominium Documents, are collectively known as the "Development Rights." The Development Rights may be exercised at any time, and from time to time, without the consent of any Unit Owner or of any Mortgagee; provided, however, that such exercise shall not have a material adverse impact on the current use of Unit 1 as a public charter school.

**Section 14.2. Phasing.** Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, the Land, and all Common Elements thereon, and all appurtenant rights are collectively referred to hereon as "Phase I" of the Condominium. It is presently contemplated that Declarant may construct additional improvements on the Land which, if constructed, will be added to the Condominium as one or more additional Phases. It is further presently contemplated that Declarant may convert one or more of the Limited Common Area Buildings, or any portion thereof, to one or more Units. Declarant hereby reserves, pursuant to Section 5(b) of Chapter 183A, the right to add to the Condominium, as one or more additional Phases, additional buildings, structures and other improvements that Declarant may elect, in its sole discretion, to construct on the Land, and Declarant hereby further reserves the right to demolish Limited Common Area Buildings and/or to convert all or such portions of the Limited Common Area Buildings as Declarant may elect, in its sole discretion, to one or more Units; provided, however, that Declarant shall not alter, further develop or construct additional improvements (other than additional parking spaces) on the area of the Land shown on the Site Plan as "Area Excluded from Future Development" (the "No Build Area") without the consent of the Unit Owner of Unit 1, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that nothing herein shall limit the right of Declarant to convert Building A to a Unit in accordance with the provisions of this Article 14 or reconstruct Building A in the event of a casualty without the consent of any Unit Owner. The number of Phases and Units, if any, and the type and location of the improvements that Declarant has reserved the right to build on the Land is presently unknown and is at the discretion of Declarant. Nothing herein contained shall be deemed to obligate Declarant to construct and add any such additional Units or other improvements to the Condominium or to convert any of the Limited Common Area Buildings to Units of the Condominium. Upon the recording of an amendment to the Master Deed executed by Declarant creating any additional Phase, the additional Units and improvements, elements, features and facilities designated as Common Elements and Limited Common Elements, if any, shall become a part of the Condominium as if included and described in this original Master Deed and any portion of any Limited Common Area Building converted to one or more Unit shall become a Unit hereunder as if so existing and described in this original Master Deed; provided, however, that no Limited Common Area Building can become a General Common Element. By the acceptance of a deed to a Unit, each Unit Owner and each Mortgagee shall have thereby consented to the execution and recording of any such amendment, without Declarant being required to obtain any further consent or the execution of any documents by such Unit Owner or Mortgagee.

**Section 14.3. Reservation of Specific Development Rights.** In addition to all other rights reserved to Declarant in the Condominium Documents, Declarant hereby reserves the following specific Development Rights, provided only that such Development Rights shall not apply to the No Build Area and provided further that Declarant's exercise of such

Development Rights shall not have a material adverse impact on the current use of Unit 1 as a public charter school:

- (1) The rights to develop and construct on the Land such improvements as Declarant shall determine, in its sole discretion, including, without limitation, all roadways, parking spaces, driveways, utilities and other improvements and amenities pertaining thereto and to grant and relocate easements across, under, over and through the Land, or any portion thereof, which Declarant deems necessary or convenient in connection with the development of the Land and the rights reserved herein, and to add Units (or to expand any existing Units owned by Declarant), General Common Elements and Limited Common Elements to the Condominium or to convert Limited Common Area Buildings to one or more Units pursuant to the terms of this Master Deed or to demolish all or such portion of a Limited Common Area Building as Declarant shall determine in its sole discretion. In addition, Declarant hereby expressly reserves and shall have the right to make such use of the Common Elements as may be reasonably necessary or convenient to enable Declarant to develop the Land and to convert such Limited Common Area Buildings to one or more Units pursuant to the rights reserved herein.
- (2) The rights to pass and repass over and build upon and develop all of the Land and any or all improvements located thereon, and to take all actions as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Land or any conversion of the Limited Common Area Buildings to one or more Units. Declarant's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.
- (3) The rights to layout, construct, connect with, make use of, maintain, repair and replace any and all utility lines, pipes, wires, ducts, conduits, water, sewer and drainage lines in, upon or under the Land, in order to take such action as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Land or any conversion of the Limited Common Area Buildings to one or more Units.
- (4) The right to pass and repass over all roadways, pathways, driveways and the like constructed upon the General Common Elements.
- (5) The right to grant or reserve in the future such other rights, easements or restrictions on, over, across, through and/or under the Land that Declarant deems necessary, appropriate or advisable in connection with the development of the Land or any conversion of the Limited Common Area Buildings to one or more Units.

- (6) The right to amend the Master Deed and the Bylaws at any time, and from time to time, without the consent of other Unit Owners or their Mortgagees by recording an amendment with the Registry of Deeds, with such changes as are necessary or desirable (i) to add one or more additional Phases to the Condominium pursuant to the Master Deed and to submit such Phase to the provisions of the Act; or (ii) to add converted Limited Common Area Buildings as Units; or (iii) to exercise any other of the Development Rights. In furtherance of the foregoing, Declarant hereby reserves, and each Unit Owner hereby grants to Declarant, a power coupled with an interest to execute and record such amendments on behalf of each such owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and consent to the reservation of the power of Declarant to execute and record such amendments.

**Section 14.4. Models, Sales Offices and Management Offices.** As long as Declarant has the right to exercise any Development Right, Declarant and its duly authorized agents, representatives and employees shall have the right to use any Unit (or portion thereof) owned by Declarant and any Limited Common Area Building as a model, management office, sales office, leasing office or customer service office, and to relocate the same from time to time.

**Section 14.5. Signs and Marketing.** As long as Declarant has the right to exercise any Development Right, Declarant shall have the right to post signs and displays on the Land and in the General Common Elements to promote sales and leasing of Units, and to conduct general sales and leasing activities in compliance with the Legal Requirements and in a manner that will not unreasonably interfere with the rights of any Unit Owner.

**Section 14.6. Declarant's Personal Property.** Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium which has not been specifically represented as property of the Condominium. Declarant reserves the right to remove from the Land any and all goods and improvements used in development, marketing and construction whether or not they have become so-called fixtures.

**Section 14.7. Limitations on Development Rights.** The Development Rights reserved in this Article 14 are limited as follows:

- (1) Declarant shall not amend this Master Deed to add any additional Units to the Condominium or expand existing Units or convert any Limited Common Area Buildings to one or more Units until such time as the additional Units have been sufficiently completed so as to comply with the provisions of Section 8(f) of Chapter 183A.
- (2) All Units (and expanded portions of existing Units) and Common Elements created pursuant to the Development Rights and added to the Condominium

will be restricted with respect to the permitted uses thereof in the same manner and to the same extent as Phase I (except with respect to the Heavy Industrial Use Limitation, which shall apply as set forth in Section 8.1(a) of this Master Deed).

- (3) The rights of Declarant reserved herein to add additional Phases to the Condominium shall terminate and be of no force and effect and all remaining rights of Declarant shall revert to the Management Board on the first to occur of the following, which date shall be known as the "Phasing Termination Date":
  - (i) twenty-one (21) years from the date hereof; or
  - (ii) at such time as Declarant has recorded a written instrument at the Registry of Deeds, executed by Declarant, by which Declarant expressly waives and releases the Development Rights; or
  - (iii) the sale of all Units.
- (4) Unless sooner terminated by an instrument recorded by Declarant in the Registry of Deeds, all Development Rights shall remain in full force and effect, except those which by their terms may have terminated earlier or those which by their terms survive until a later date, and may be exercised by Declarant until the Phasing Termination Date.
- (5) The quality of construction of any additional or converted Units (and expanded existing Units) shall be consistent with the quality of the previously constructed Units; provided, however, that nothing contained herein shall be deemed to restrict Declarant from constructing and adding additional Units to the Condominium which are of a different style or type than existing Units. All work shall be completed in a good and workmanlike manner, in compliance with all Legal Requirements, and diligently prosecuted to completion.
- (6) Additional and converted Units (and expanded existing Units) and Common Elements shall be designed so as to not detract from the architectural and other aesthetic features of the existing Units and Common Elements, in the reasonable opinion of Declarant.

**Section 14.8. Interference with Development Rights.** Neither the Management Board nor any Unit Owner may take any action or adopt any rule or regulation that will interfere with or diminish, in any way, any Development Right without the prior written consent of Declarant.

**Section 14.9. Transfer of Development Rights.** The Development Rights referred to herein may be freely sold, granted, assigned, mortgaged or otherwise transferred by Declarant, by deed, mortgage or other written instrument.

**Section 14.10. No Obligations On Declarant.** Nothing contained herein shall be deemed to obligate Declarant to commence construction of any additional buildings or other improvements of any type or nature on the Land, nor if Declarant elects to construct and add additional buildings or other improvements to the Condominium or to convert any Limited Common Area Buildings to one or more Units, to do so in any particular sequence or order. No assurances are made by Declarant regarding which portions of the Land or Limited Common Area Buildings, if any, shall be utilized by Declarant in the exercise of its Development Rights or the order in which such portions, or all of the areas, will be developed or converted. The exercise of Development Rights as to some portions of the Land or the Limited Common Area Buildings will not obligate Declarant to exercise them as to any other portions.

**Section 14.11. Restated Master Deed.** After the Phasing Termination Date, Declarant and the Management Board shall have the right, but not the obligation, without the consent of any Unit Owner or Mortgagee, to execute and record a Restated Master Deed comprising and consolidating Phase I and any additional Phase added to the Condominium as if the entire Condominium, including such additional Phase or Phases, were then and thereby established as a completed condominium. The Restated Master Deed shall upon its recording supersede this Master Deed and all amendments made pursuant hereto and shall be and constitute the Master Deed.

## ARTICLE FIFTEEN CREATION OF SECONDARY CONDOMINIUM

The Unit Owner of Unit 6 may create a Secondary Condominium within the Condominium by subjecting such Unit and its appurtenant interests to a master deed in accordance with the terms and provisions of Chapter 183A, provided that such Secondary Condominium is consistent in all material respects with any and all applicable provisions of the Condominium Documents, and provided further that, if said Secondary Condominium is inconsistent in any material respect with any applicable provision of the Condominium Documents, such Unit Owner shall have obtained the prior written consent of the Management Board and the mortgagee of the subject Unit, which consent may be granted or denied in the sole and absolute discretion of the Management Board and the mortgagee, as the case may be. The use of any Secondary Unit shall be subject to all of the provisions of the Condominium Documents, as well as those contained in or promulgated pursuant to the Secondary Condominium master deed and related documentation. In the event the Condominium Documents are amended after the creation of the Secondary Condominium, the master deed of such Secondary Condominium (together with its bylaws and rules and regulations) shall be deemed similarly amended to the extent inconsistent with the Condominium Documents, as amended. In no event shall the creation of a Secondary Condominium by the Unit Owner of

Unit 6 in accordance with the terms and conditions hereof be subject to the consent of any other Unit Owner.

Any lien on the Secondary Condominium for unpaid assessments with respect to the Common Elements (or other charges owing to the Association by the Unit Owner of Unit 6) shall be subordinate to the Secondary Condominium master deed and related documentation, provided, however, if such assessments are not paid when due, the Unit Owners shall have a lien on each Secondary Unit enforceable by the Association, but only to the extent that the owner of any Secondary Unit has failed to pay when due its "proportionate share" of any such assessments. For purposes of this Section, each Secondary Unit Owner's proportionate share of such assessments shall equal the product of (i) the total of such assessments assessed to the applicable Unit, and (ii) the percentage interest of such Secondary Unit Owner in the Common Elements of the Secondary Condominium. All mortgages on Unit 6 are subject and subordinate to the foregoing rights of the Unit Owner of such Unit to create a Secondary Condominium and, if applicable, to the Secondary Condominium Documents.

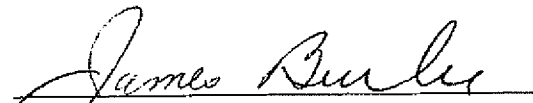
[Signatures on Following Page]

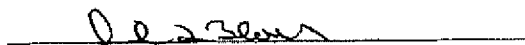
CITY OF BOSTON  
 The number assigned by Chapter 156 of the Acts of 1990 in the amount of \$500 has been paid with respect to the 1 add'l  
 of the condominium described in this master deed with to the  
 contained on this consolidation plan / lots of the  
 contained in this subdivision plan.

*Olivia M. Barthe*  
 Dist. Secretary/Treasurer


IN WITNESS WHEREOF, the undersigned, being the majority of the members of the Management Board of the Mother Brook Condominium Association and the Declarant under the Master Deed, having received the written consent of the Unit Owners entitled to no less than fifty-one percent (51%) of the Interest in the Condominium, which consents are attached hereto, have set their hands and seals as of the 23<sup>rd</sup> day of December, 2009.

MOTHER BROOK CONDOMINIUM ASSOCIATION

  
James Burke, President

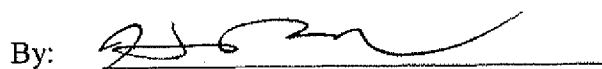
  
Andrew Bloch, Treasurer

  
Linda Vaccaro, Vice President

  
Carl Valeri, Vice President

DECLARANT:

MOTHER BROOK, LLC, a  
Massachusetts limited liability company

By:   
Harold Brown  
Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 28<sup>th</sup> 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 28<sup>th</sup> 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 28<sup>th</sup> 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 29<sup>th</sup> 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

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 18<sup>th</sup> day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Harold Brown, 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 Manager of Mother Brook, LLC.

*Giselle Ciano*

(Print Name of Notary Public): \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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

**MOTHER BROOK CONDOMINIUM**

**UNIT OWNER'S CONSENT TO AMENDED AND RESTATED MASTER DEED**

I, the undersigned Unit Owner of the below-specified Unit of the Mother Brook Condominium, having the below-listed Interest in the Condominium, do hereby consent to the Amended and Restated Master Deed and do further authorize and empower the members of the Management Board of the Mother Brook Condominium Association to annex this Consent to said Amended and Restated Master Deed as if my signature appeared thereon.


Witness my hand and seal as of the 23<sup>rd</sup> day of December, 2009.

Unit Number: 2

MOTHER BROOK, LLC

Interest in the Condominium: 55.13%

By:



Harold Brown  
Manager

**MOTHER BROOK CONDOMINIUM**

**UNIT OWNER'S CONSENT TO AMENDED AND RESTATED MASTER DEED**

I, the undersigned Unit Owner of the below-specified Unit of the Mother Brook Condominium, having the below-listed Interest in the Condominium, do hereby consent to the Amended and Restated Master Deed and do further authorize and empower the members of the Management Board of the Mother Brook Condominium Association to annex this Consent to said Amended and Restated Master Deed as if my signature appeared thereon.


Witness my hand and seal as of the 23<sup>rd</sup> day of December, 2009.

Unit Number: 3

MOTHER BROOK, LLC

Interest in the Condominium: 6.38%

By:



Harold Brown  
Manager

**EXHIBIT A****LEGAL DESCRIPTION OF THE LAND**

Five certain parcels of land situated in the Hyde Park District of the City of Boston, Suffolk County, Massachusetts, containing Registered and Unregistered land, all more particularly described as follows:

**PARCEL I - REGISTERED****Parcel I-A**

That certain parcel of land situated in Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by the southeasterly line of Regent Street, three hundred forty-three and 68/100 (343.68) feet;
NORTHWESTERLY	again by land now or formerly of B.F. Sturtevant Company, twelve hundred sixty-one and 85/100 (1261.85) feet; and
NORTHEASTERLY	one hundred thirty-three (133) feet;
SOUTHEASTERLY, EASTERLY and SOUTHEASTERLY	fifteen hundred twenty-four and 76/100 (1524.76) feet;
SOUTHWESTERLY	twenty-four and 10/100 (24.10) feet;
SOUTHEASTERLY	ninety-nine and 66/100 (99.66) feet; and
SOUTHWESTERLY	one hundred eighteen and 91/100 (118.91) feet by land now or formerly of Trustees of The New York, New Haven and Hartford Railroad Company, Debtor.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by William S. Crocker, Inc., Surveyors, dated November 14, 1963, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 73500 issued by the Suffolk Registry District of the Land Court to which reference is made for title. (Plan 33212A)

**Parcel I-B**

That certain parcel of land situated in Hyde Park District of Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHWESTERLY	by Damon Street two hundred eighty-nine and 39/100 (289.39) feet;
---------------	---

NORTHWESTERLY by Readville Street one hundred fifty-eight (158) feet; and  
 NORTHEASTERLY three hundred one and 85/100 (301.85) feet; and  
 SOUTHEASTERLY one hundred fifty-seven and 51/100 (157.51) feet by land now or  
 formerly of B. F. Sturtevant Company.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Harry R. Feldman, Inc., Surveyors, dated December 20, 1966, as modified and approved by the Court, filed in the Land Registration Office, a copy of which is filed with Certificate of Title No. 77774 issued by the Suffolk Registry District of the Land Court to which reference is made for title. (Plan 34928A)

**Parcel I-C**

A parcel of land situated in said Boston, bounded:

NORTHEASTERLY by Damon Street three hundred fifty and 27/100 (350.27) feet;  
 SOUTHEASTERLY by the northwesterly line of Regent Street seventy and 59/100  
 (70.59) feet;  
 SOUTHWESTERLY by the northeasterly line of said Neponset Valley Parkway three  
 hundred forty-nine and 92/100 (349.92) feet; and  
 NORTHWESTERLY by land now or formerly of Julia Riley seventy-two and 67/100  
 (72.67) feet.

Said land is shown as Parcel B on said plan.

Also another parcel of land situated in said Boston, bounded:

SOUTHWESTERLY by said Damon Street two hundred fifty-five and 52/100 (255.52)  
 feet;  
 NORTHWESTERLY one hundred fifty-seven and 51/100 (157.51) feet; and  
 SOUTHWESTERLY three hundred one and 85/100 (301.85) feet by land now or  
 formerly of the City of Boston, Damon School;  
 NORTHWESTERLY by Readville Street seventy-nine and 18/100 (79.18) feet;  
 NORTHERLY by the junction of said Readville Street and Damon Place  
 measuring on the southerly curving line thereof thirty-five and  
 34/100 (35.34) feet;  
 NORTHERLY by said Damon Place eighty-one and 87/100 (81.87) feet;

WESTERLY by the end of said Damon Place and by land now or formerly of Michael Moses et al, about four hundred eighty-eight (488) feet;

NORTHWESTERLY by Mother Brook; and

EASTERLY one hundred ninety-seven and 40/100 (197.40) feet; and

SOUTHEASTERLY twelve hundred sixty-one and 85/100 (1261.85) feet by land now or formerly of the Old Colony Railroad Company.

Said land is shown as Parcel C on said plan.

All of said boundaries, except the water line, are determined by the Court to be located as shown upon plan numbered 20221-A, filed with Certificate of Title No. 48586, the same being compiled from a plan drawn by New England Survey Service, Inc., Civil Engineers and Surveyors dated October 4, 1946, and additional data on file in the Land Registration Office, all as modified and approved by the Court.

PARCEL II - UNREGISTERED

**Parcel II-A**

All that certain parcel of land set forth in a discontinuance by the Public Improvement Commission of the City of Boston dated March 25, 1982 recorded with the Suffolk County Registry of Deeds in Book 9950, Page 429, and more particularly described as follows:

Being a portion of Regent Street in the Hyde Park District of the City of Boston, Suffolk County, Massachusetts:

NORTHERLY by Damon Street as discontinued under an Order of the Public Improvement Commission and Mayor dated March 25, 1982, forty and 00/100 (40.00) feet;

EASTERLY by the easterly line of Regent Street, forty-two and 43/100 (42.43) feet;

SOUTHERLY by Neponset Valley Parkway, forty and 13/100 (40.13) feet; and

WESTERLY by the westerly line of Regent Street, forty-five and 6 1/100 (45.61) feet.

Containing one thousand seven hundred sixty-one (1,761) square feet, more or less.

**Parcel II-B**

All that certain parcel of land set forth in a discontinuance by the Public Improvement Commission of the City of Boston dated March 25, 1932 recorded with the Suffolk County Registry of Deeds in Book 9950, Page 428, and more particularly described as follows:

Being a portion of Damon Street in the Hyde Park District of the City of Boston, Suffolk County, Massachusetts:

- WESTERLY                    by Readville Street, forty and 13/100 (40.13) feet;
- NORTHERLY                by the northerly line of Damon Street, five hundred forty-four and 91/100 (544.91) feet;
- EASTERLY                by the easterly line of Damon Street, forty and 00/100 (40.00) feet;
- SOUTHERLY                by Regent Street as discontinued under an Order of the Public Improvement Commission and Mayor dated March 25, 1982, forty and 00/100 (40.00) feet; and again
- SOUTHERLY                by the southerly line of Damon Street, five hundred forty-one and 59/100 (541.59) feet.

Containing twenty-one thousand seven hundred thirty (21,730) square feet, more or less.

**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	UNIT'S INTEREST IN THE CONDOMINIUM	PARKING EASEMENT
Unit 1	Entirety of Building B, as more particularly shown on the Floor Plans	62,047	N/A	The Land	12.27%	70 reserved Parking Spaces, as shown on the Site Plan
Unit 2	Entirety of Building K, as more particularly shown on the Floor Plans	45,842	N/A	The Land	30.41%	N/A
Unit 3	A portion of Building F High Bay, as more particularly shown on the Floor Plans	34,838	N/A	The Land	6.38%	N/A
Unit 4	A portion of Building D and the entirety of Building W, as more particularly shown on the Floor Plans	49,604	N/A	The Land	9.08%	N/A



Unit 5	A portion of Building F High Bay and the entirety of Building F Low Bay, as more particularly shown on the Floor Plans	93,687	N/A	The Land	17.14%	N/A
Unit 6	Entirety of Building C, as more particularly shown on the Floor Plans	132,170	N/A	The Land	24.72%	88 reserved Parking Spaces, as shown on the Site Plan

\*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.