



2020 00005493

Bk: 62426 Pg: 302 Page: 1 of 14

Recorded: 01/22/2020 01:43 PM

ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

Requested By and
When Recorded Return to:
Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: David A. Libardoni, Esq.

AMENDMENT TO THE
SECOND AMENDED AND RESTATED MASTER DEED OF
MOTHER BROOK CONDOMINIUM
REGARDING UNITS 3 AND 5

The undersigned, being a majority of the Managers of the Mother Brook Condominium Association (the “**Managers**”), under Amended and Restated Bylaws dated January 12, 2009 and recorded with the Suffolk County Registry of Deeds (the “**Registry**”) in Book 44619, Page 23, as amended of record, and Unit Owners entitled to at least 67% of the undivided interest in the common areas and facilities of the Mother Brook Condominium (the “**Condominium**”) under the Second Amended and Restated Master Deed dated August 18, 2014 and recorded with the Registry in Book 53675, Page 169, as amended of record (the “**Master Deed**”) hereby further amend the Master Deed by adding the following new Section 5.10 to Article 5 of the Master Deed:

Section 5.10. Reconfiguration of Unit 3 and Unit 5.

- (a) Unit 3 and Unit 5 in the Condominium are currently situated in a single building, Building F, comprised of Building F Low Bay and Building F High Bay as shown on the Amended Condominium Site Plan Mother Brook Condominium, Unit 3 and Unit 5 dated May 30, 2014 as recorded in the Registry in Plan Book 2014, Plan 392 (the “**Site Plan**”). The Unit 3 Owner and Unit 5 Owner, acting together, shall have the right, subject to the conditions set forth in this Section 5.10, (i) to make changes to Building F, the Limited Common Area Exclusive to Unit 3, and the Limited Common Area Exclusive to Unit 5, (ii) to create Limited Common Area exclusive to Unit 3 and Unit 5, as provided for in this Section 5.10, and (iii) reconfigure and add Parking Spaces to the Limited Common Area Exclusive to Unit 3 (but excluding the portion of which is comprised of the six (6) Parking Spaces numbered 148–153 on the Site Plan) and the Limited Common Area Exclusive to Unit 5 (collectively, the “**Units 3 and 5 LCA**”), provided, however, no changes may be made to the six (6) Parking Spaces exclusive to Unit 3 numbered 148–153 on the Site Plan.
- (b) Building F may be separated into two separate buildings with open space between them, one of which will constitute a reconfigured Unit 3 and the other of which will constitute a reconfigured Unit 5. The open space between such buildings will be a driveway with such driveway designated as a Limited Common Element for the exclusive use of both

Unit 3 and Unit 5. The Parking Spaces within the Unit 3 and 5 LCA may be reconfigured and additional Parking Spaces may be added, up to 122 Parking Spaces but only within the Unit 3 and 5 LCA, all for the exclusive use of Unit 3 and Unit 5. Such improvements and changes are collectively referred to as the **"Unit 3 and Unit 5 Improvements"**. The Unit 3 and Unit 5 Improvements to Building F shall not encroach beyond the current building footprint of Building F comprising Unit 3 and Unit 5, nor increase the height of Building F. The Unit 3 and Unit 5 Improvements shall also include any necessary utility work to effectuate the separation of Building F into two separate buildings and comply with any utility or fire suppression or alarm work required by the City of Boston and the Boston Fire Department, all of which will be performed by the Unit 3 Owner and the Unit 5 Owner at their sole cost and expense.

- (c) All work to be performed in connection with the Unit 3 and Unit 5 Improvements shall be done pursuant to a permit(s) from the City of Boston and in accordance with all applicable federal, state and local law ordinances and regulations.
- (d) All work to be performed in connection with the Unit 3 and Unit 5 Improvements shall be performed by licensed contractors, insured in accordance with the reasonable requirements of the Managers. Certificates of insurance for such contractors shall be provided in advance of the commencement of the Unit 3 and Unit 5 Improvements to the Managers for approval, not to be unreasonably withheld, conditioned or delayed.
- (e) All work to be performed in connection with the Unit 3 and Unit 5 Improvements shall be performed in a good and workmanlike manner subject to reasonable construction rules and regulations if any, of the Condominium. The Unit 3 and Unit 5 Improvements, once commenced, shall be performed diligently to completion.
- (f) Prior to commencing construction of the Unit 3 and Unit 5 Improvements, the Unit 3 Owner and Unit 5 Owner shall provide detailed plans of the Unit 3 and Unit 5 Improvements to the Managers and obtain written approval of such plans from the Managers, such approval not to be unreasonably withheld, conditioned or delayed as long as such plans comply with the provisions of this Section 5.10.
- (g) Upon substantial completion of the Unit 3 and Unit 5 Improvements, the Unit 3 Owner and Unit 5 Owner shall prepare for review by the Managers an amended Condominium site plan and a set of floor plans showing reconfigured Unit 3 and Unit 5, conforming with the requirements of M.G.L. Chapter 183A, § 8(f) and further depicting the driveway between the two reconfigured Units as Limited Common Area appurtenant to Unit 3 and Unit 5, together with a Special Amendment to the Master Deed setting forth (i) descriptions of reconfigured Unit 3 and Unit 5 in substitution for the current descriptions of Unit 3 and Unit 5 in Sections 5.2.3 and 5.2.4 of this Master Deed; (ii) the Interests in the Condominium of each of reconfigured Unit 3 and Unit 5, the sum of which shall equal 24.25%; (iii) adding to Section 7.2 of this Master Deed the driveway between reconfigured Unit 3 and Unit 5 as **"Unit 3 and Unit 5 Shared Land"**; and (iv) amending Section 7.3 of this Master Deed to account for the reconfigured Units and any Parking Spaces added to the Unit 3 and 5 LCA (collectively, the **"Amended Condominium Documents"**). Upon approval from the Managers of the Amended Condominium Documents, such approval not to be unreasonably withheld, conditioned or delayed, the Unit 3 Owner and Unit 5 Owner shall record the Amended Condominium Documents

with the Registry and, upon such recording, the Unit 3 and Unit 5 as so reconfigured will become Units in the Condominium, the Unit 3 and Unit 5 Shared Land located between such reconfigured Units will become a Limited Common Element appurtenant to and for the exclusive use of Unit 3 and Unit 5, and any Parking Spaces added to the Unit 3 and 5 LCA will become Parking Spaces designated for the exclusive use of Unit 3 and Unit 5, all subject to and with the benefit of the Condominium Documents and the Rules and Regulations.

- (h) All Limited Common Areas of Unit 3 and Unit 5 which are part of the Unit 3 and Unit 5 Improvements, including the shared driveway and the Parking Spaces, shall be maintained, repaired and replaced at the sole cost and expense of the Unit 3 Owner and the Unit 5 Owner and not by the Condominium.
- (i) The Unit 3 Owner and the Unit 5 Owner are responsible to pay all costs and expenses in connection with the reconfiguration of Unit 3 and Unit 5 and the reasonable cost of attorney's or other professional fees incurred by the Association in connection with Unit 3 and Unit 5 Improvements and the review of the Amended Condominium Documents, and if unpaid shall be collected in the same manner as an unpaid common expense and in any event prior to the recording of the Amended Condominium Documents.

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Master Deed.

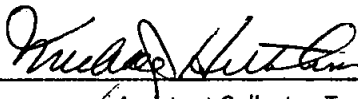
This Amendment is intended to supersede any currently recorded provisions of the Condominium Documents including Rules and Regulations which conflict with this Amendment.

All other provisions of the Master Deed shall remain in full force and effect and are hereby ratified and confirmed.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF BOSTON

No excise is due under Chapter 190 of the Acts of 1982 with respect to the/single unit of condominium described in this master deed / ~~consolidation of the two lots shown on this consolidation plan / two lots of the subdivision described in this subdivision plan.~~



Assistant Collector-Treasurer

Executed under seal as of this 13^B day of ~~November, 2019~~ JANUARY, 2020

MANAGERS OF MOTHER BROOK CONDOMINIUM ASSOCIATION

[Signature]
Oliver Truog, Manager of Unit 1,
and not individually

[Signature]
Isaac Judd, Manager of Unit 2,
and not individually

[Signature]
Bryan Blake, Manager of Unit 3,
and not individually

[Signature]
Michael McNally, Manager of Unit 4,
and not individually CHRISTOPHER SAGE

[Signature]
Bryan Blake, Manager of Unit 5,
and not individually

[Signature]
Pamela Ross, Manager of Unit 6,
and not individually

[Signature]
Patrick Maloney, Manager of Unit 7,
and not individually

[Signature]
Jessica Sweeney, Manager of Unit 8, Mark Edwards
and not individually

[Signature]
Leonard Chertov, Manager of Unit 9,
and not individually

[Signature]
Janice O'Donnell, Manager of Unit 10,
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

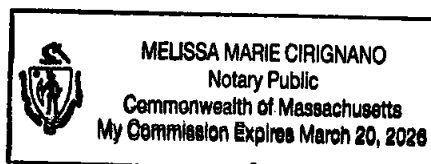
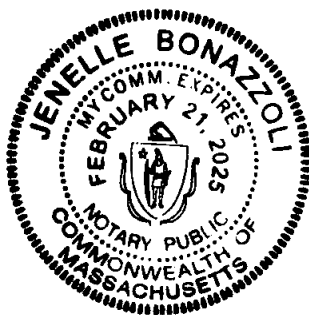
13th January 2020

On this 13 day of ~~November~~, ~~2019~~, before me, the undersigned notary public, personally appeared Bryan Blake Oliver Truog, Pamela Ross

Isaac Judd, Patrick Maloney, Bryan Blake, proved Christopher to me through satisfactory evidence of identification, which was MA DRIVER ID MA DRIVER SAGE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Manager(s) of the Leonard Chertov Mother Brook Condominium Association.

[Signature]
Notary Public

My commission expires: 2/21/25



Melissa M. Cirignano

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO THIRD AMENDMENT TO THE

SECOND 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 acknowledge and evidence my consent to the Third Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 1

Interest in the Condominium: 10.74%

ACADEMY OF THE PACIFIC RIM

By: 
Name: Oliver Truog
Title: Chief Operations Officer

MOTHER BROOK CONDOMINIUM

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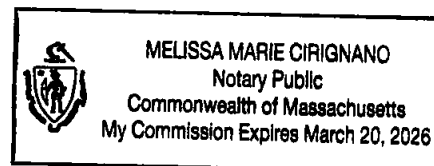
Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 2

Interest in the Condominium: 7.94%

WAREHOUSE K LLC

By: [Signature]
Name: Isaac Brdt
Title: Authorized Signatory



[Signature]

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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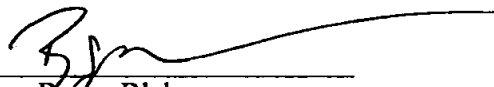
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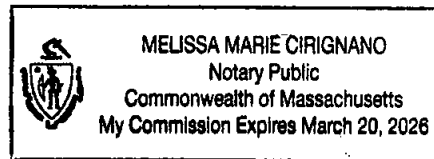
Witness my hand and seal as of the 13th day of January, 2020

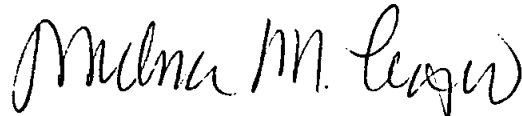
Unit Number: 3

Interest in the Condominium: 6.03%

BIV - 1WH UNIT 3, LLC

By: 
Name: Bryan Blake
Title: Authorized Signatory





MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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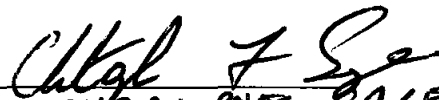
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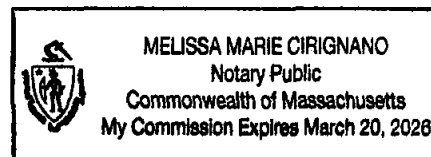
Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 4

Interest in the Condominium: 8.59%

TIR NA NOG, LLC

By: 
Name: CHRISTOPHER SAGE
Title: MANAGER



Melissa M. Cirignano

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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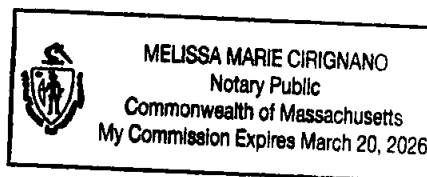
Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 5

Interest in the Condominium: 16.22%

BIV - 1WH UNIT 5, LLC

By: [Signature]
Name: Bryan Blake
Title: Authorized Signatory



Melissa M. Cirignano

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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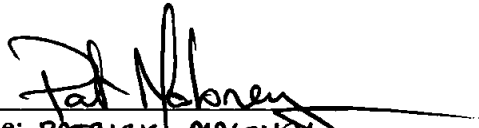
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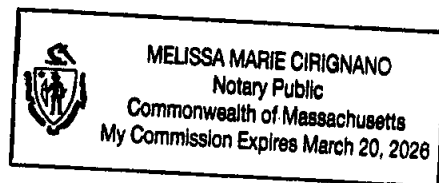
Witness my hand and seal as of the 13th day of January, 2020

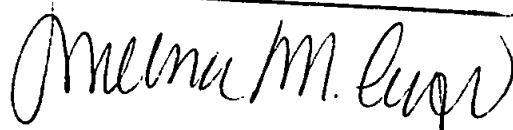
Unit Number: 7

Interest in the Condominium: 6.71%

NEWHALL STREET LLC

By: 
Name: PATRICK MALONEY
Title: MANAGER





MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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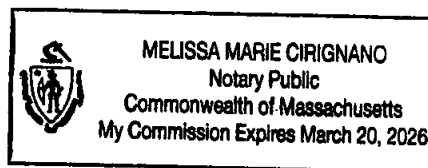
Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 8

Interest in the Condominium: 13.56%

RONJON REALTY, LLC

By: Mark Edwards
Name: Mark Edwards
Title: owner



Melissa M. Cirignano

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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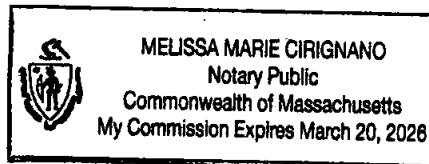
Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 9

Interest in the Condominium: 5.12%

MILLEX LLC

By: LENY CHEATH
Name: L. Cheath
Title: MANAGER



Melissa M. Cirignano

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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Witness my hand and seal as of the 13th day of January, 201⁹20

Unit Number: 10

Interest in the Condominium: 2.21%

BENAULT REALTY TRUST

By: _____
Name: _____
Title: Trustee

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

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Witness my hand and seal as of the 13th day of January, 2020

Unit Number: 6

Interest in the Condominium: 22.88%

**THE LOFTS AT WESTINGHOUSE
CONDOMINIUM ASSOCIATION**

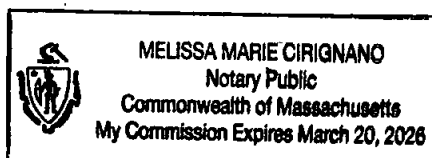
By: Pamela J. Ross
Name: Pamela J. Ross
Title: Chair

By: Met Milne
Name: Met Milne
Title: Board member

By: Sue Baker
Name: Sue Baker
Title: Board member

By: Kathryn MacDonald
Name: Kathryn MacDonald
Title: Board member

By: Matthew Hergen
Name: Matthew Hergen
Title: Treasurer Board member



Melissa M. Cirignano