

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~~



2023 00078444
Bk: 69699 Pg: 17 Page: 1 of 24
Recorded: 12/06/2023 03:28 PM
ATTEST: Stephen J. Murphy, Register
Suffolk County Registry of Deeds

**FOURTH AMENDMENT TO THE
SECOND AMENDED AND RESTATED MASTER DEED OF
MOTHER BROOK CONDOMINIUM**

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 by (i) First Amendment to Second Amended and Restated Master Deed dated September 11, 2018 and recorded with the Registry in Book 60170, Page 260, (ii) Third [sic] Amendment to the Second Amended and Restated Master Deed dated April 18, 2019 and recorded with the Registry in Book 61102, Page 105 (iii) Amendment to Second Amended and Restated Master Deed dated January 13, 2020 and recorded with the Registry in Book 62426, Page 302, as affected by Affidavit pursuant to M.G.L. Chapter 183, §5B dated January 24, 2020 and recorded with the Registry in Book 62437, Page 118 (collectively, the “**Master Deed**”) hereby further amend the Master Deed as follows. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Master Deed.

WHEREAS, the Unit 3 Owner and Unit 5 Owner completed the Unit 3 and Unit 5 Improvements in accordance with Section 5.10 of the Master Deed, which modifications have been previously approved by the Management Board;

WHEREAS, the undersigned Unit Owners and the Managing Board desire to amend the Master Deed to amend the Condominium's site plan to codify the creation of parking spaces in the Condominium, which are Limited Common Area exclusive to certain Units and make other modifications thereto, as more particularly described below;

WHEREAS, the area of the Condominium consisting of Parking Spaces numbered 137 to 164 shown on the Site Plan, their Limited Common Elements exclusive to Unit 3 and Unit 8 adjacent to such parking spaces and a portion of the General Common Elements contiguous thereto has been reconfigured to provide a new parking area with a total of fifty-three (53)

(1) ^{U-3} 2023 Page 472 (1) ^{U-5} 2023 Page 473

Book 2023 Page 474
- SITE -

parking spaces and associated Limited Common Elements allocated to Unit 3 and Unit 8, which modifications have been previously approved by the Management Board;

WHEREAS, Unit 10 eliminated Parking Spaces numbered 165-172 shown on the Site Plan within the Unit 10 Land and created thirty (30) new parking spaces within the Unit 10 Land and a portion of the General Common Elements contiguous thereto, which modifications have been previously approved by the Management Board;

WHEREAS, Unit 4 created forty three (43) new parking spaces within a portion of the Unit 4 Land and portions of the General Common Elements, which modifications have been previously approved by the Management Board; and

WHEREAS; certain portions of the General Common Elements adjacent to Building C were reconfigured such that Parking Spaces 62 and 64 were eliminated and four (4) guest parking spaces and two (2) EV charger parking spaces were created, which modifications have been previously approved by the Management Board;

NOW THEREFORE, in furtherance of the foregoing, the undersigned hereby amend the Master Deed to memorialize the above-described modifications to the Condominium as follows:

1. Amendments to Article 1

- a) The definition of "Floor Plans" is hereby amended by deleting the current definition in Article 1 of the Master Deed in its entirety and replacing with the following:

"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 in Plan Book 2006, Page 644, as amended by the set of plans entitled "Master Deed Filing, Floor Plans, Westinghouse Plaza, Damon Place, Boston, MA" prepared by Conyngham Associates Architects, dated January 7, 2009, consisting of eleven (11) sheets, recorded with the Registry in Plan Book 2009, Pages 8 and 9, as further amended by the set of plans entitled "Mother Brook Condominium, Westinghouse Plaza, Damon Place, Boston, MA," prepared by Conyngham Associates Architects, certified as of September 15, 2011, consisting of six (6) sheets, recorded with the Registry as Plan 309 of 2011, as further amended by the set of plans entitled "Mother Brook Condominium, Westinghouse Plaza, Damon Place, Boston, MA," prepared by Conyngham Associates Architects, certified as of September 19, 2013, consisting of two (2) sheets, recorded with the Registry as Plan 451 of 2013, as further amended by the plan entitled "Plan for Unit 10, Mother Brook Condominium, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., certified as of November 3, 2014, consisting of one (1) sheet attached hereto as Exhibit C (the "**Unit 10 Floor Plan**"), and as further amended by the plan entitled "One Westinghouse Plaza, Building G-Unit 3" prepared by NDA Architects, certified as of November 8, 2023, consisting of one (1) sheet recorded with the Registry as Plan 472 of 2023, and as further amended by the plan entitled "One Westinghouse Plaza, Building F-Unit 5" prepared

by NDA Architects, certified as of November 8, 2023, consisting of one (1) sheet recorded with the Registry as Plan 473 of 2023."

- b) The definition of "Site Plan" is hereby amended by deleting the current definition in Article 1 of the Master Deed in its entirety and replacing with the following:

"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 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 in Plan Book 2009, Page 8, as further amended by the plan entitled "Condominium Site Plan, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated July 20, 2011, and recorded with the Registry as Plan 254 of 2011, as further amended by plans entitled "Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated September 12, 2011, consisting of eight (8) sheets, recorded with the Registry as Plan 309 of 2011; as further amended by the plan entitled "Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass., Unit 9" prepared by Harry R. Feldman, Inc., dated September 9, 2013, recorded with the Registry as Plan 451 of 2013, as further amended by plans entitled "Amended Condominium Site Plan, Mother Brook Condominium, Boston (Hyde Park), Mass." prepared by Harry R. Feldman, Inc., dated November 3, 2014, consisting of eleven (11) sheets, recorded with the Registry as Plan 392 of 2014, and as further amended by plans entitled "Amended Condominium Site Plan, Mother Brook Condominium, 1 Westinghouse Plaza, Boston, Mass." prepared by Feldman Geospatial, dated July 26, 2023, certified on November 8, 2023, consisting of eleven (11) sheets, recorded with the Registry as Plan 474 of 2023.

2. Amendments to Article 4

- a) The defined terms "Building F Low Bay" and "Building F High Bay" are each hereby in their entirety and replaced with the following defined terms "Building F" and "Building G":

"Building F" is a one (1) story brick building with a rubber roof, containing approximately 54,917 square feet and shown as "Bldg. F" on the Site Plan. As shown on the Site Plan, certain portions of the roof of Building F extend into the Unit 3 and Unit 5 Shared Land (such portions, the **"Building F Roof Extensions"**). Building F contains Unit 5, as more particularly described in Article 5."

"Building G" is a one (1) story high bay brick and metal building with a rubber roof, containing approximately 61,690 square feet and shown as "Bldg. G" on the Site Plan. Building G contains Unit 3, as more particularly described in Article 5."

3. Amendments to Article 5

- a) Section 5.2.3 of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Section 5.2.3. Description of Unit 3. Unit 3 is a one (1) story condominium unit consisting of the entirety of Building G. Unit 3 contains approximately 61,690 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 3 are the (i) exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building G, (ii) the outside plane of the concrete foundation of Building G and (iii) the vertical plane separating the Building F Roof Extensions from the exterior wall of Building G, as shown on the Site Plan, it being the intent that Building G be maintained and repaired as completely as possible by the owner of Unit 3. 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 3."

- b) Section 5.2.5 of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Section 5.2.5. Description of Unit 5. Unit 5 is a one (1) story condominium unit consisting of the entirety of Building F (including, without limitation, the Building F Roof Extensions). Unit 5 contains approximately 54,917 square feet of floor area, as shown on the Floor Plans. The boundaries of Unit 5 are (i) the exterior surfaces (including the exterior surfaces of the exterior walls, roof, windows and exterior doors) of Building F, (ii) the outside plane of the concrete foundation of Building F, and (iii) the vertical plane separating the Building F Roof Extensions from the exterior wall of Building G, it being the intent that Building F (including, without limitation, the Building F Roof Extensions) be maintained and repaired as completely as possible by the owner of Unit 5. 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 5."

4. Amendments to Article 7

- a) Section 7.2(f) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Unit 3 Land. The area of the Land shown as "Limited Common Area and Parking Spaces Exclusive to Unit 3" on the Site Plan, which is appurtenant and allocated exclusively to Unit 3. Such Limited Common Elements shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 3 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 3. The Limited Common Elements exclusive to Unit 3 include, without limitation, seventy-nine (79) Parking Spaces numbered U301 to U379 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3)."

- b) Section 7.2(g) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Unit 4 Land. The area of the Land shown as "Limited Common Area and Parking Spaces Exclusive to Unit 4" on the Site Plan, which is appurtenant and allocated

exclusively to Unit 4. Such Limited Common Elements 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. The Limited Common Elements exclusive to Unit 4 include, without limitation, fifty-five (55) Parking Spaces numbered 125-135, 136A, 136B and U401 to U442 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3)."

- c) Section 7.2(h) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Unit 5 Land. The area of the Land shown as "Limited Common Area and Parking Spaces Exclusive to Unit 5" on the Site Plan, which is appurtenant and allocated exclusively to Unit 5. Such Limited Common Elements 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. The Limited Common Elements exclusive to Unit 5 include, without limitation, seventy-two (72) Parking Spaces numbered U501 to U572 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3)."

- d) Section 7.2(k) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Unit 8 Land. The area of the Land shown as "Limited Common Area and Parking Spaces Exclusive to Unit 8" on the Site Plan, which is appurtenant and allocated exclusively to Unit 8. Such Limited Common Elements shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 8 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 8. The Limited Common Elements exclusive to Unit 8 include, without limitation, fifty-four (54) Parking Spaces numbered 6 to 9, 15 to 24 and D201 to D240 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3)."

- e) Section 7.2(m) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Unit 10 Land. The area of the Land shown as "Limited Common Area and Parking Spaces Exclusive to Unit 10" on the Site Plan, which is appurtenant and allocated exclusively to Unit 10. Such Limited Common Elements shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 10 in accordance with all Legal Requirements, and all costs and expenses thereof shall be borne solely by the Unit Owner of Unit 10. The Limited Common Elements exclusive to Unit 10 include, without limitation, thirty (30) Parking Spaces numbered U1001 to U1030 on the Site Plan (provided, however, that the maintenance, operation, repair and replacement of said Parking Spaces shall be governed by Section 7.3)."

- f) Sections 7.2(q), 7.2(r) and 7.2(s) are hereby renumbered as Sections 7.2(r), 7.2(s) and 7.2(t), respectively, and the following is inserted as Section 7.2(q):

“(q) Unit 3 and Unit 5 Shared Land. The area of the Land shown as “Unit 3 and Unit 5 Shared Land” on the Site Plan, which is appurtenant and allocated exclusively to Unit 3 and Unit 5. Such Limited Common Element shall be maintained, operated, repaired and replaced as necessary by the Unit Owner of Unit 3 and 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 3 and the Unit Owner of Unit 5, in proportion to their respective Interest in the Condominium. Such Limited Common Element shall be used solely for the purpose of access to and egress from the Limited Common Elements exclusive to Unit 3 or Unit 5, as applicable, and shall not be obstructed in any way by the Unit Owner of Unit 3, the Unit Owner of Unit 5 or any other party; provided, however, that the Unit Owner of Unit 5 shall have the right to maintain, repair and replace the Building F Roof Extensions above the Unit 3 and Unit 5 Shared Land so long as clearance of at least twenty (20) feet is maintained at all times between the bottom surface of the Building F Roof Extensions and the ground surface of the Unit 3 and Unit 5 Shared Land.

Notwithstanding the foregoing, the Unit Owner of Unit 3 and the Unit Owner of Unit 5 may enter into a separate agreement of record to allocate their respective rights and obligations with respect to the Unit 3 and Unit 5 Shared Land (the “**Unit 3 and Unit 5 Shared Land Agreement**”), which shall not require the review or approval of the Management Board or any other Unit Owner, provided that at all times, the Unit 3 and Unit 5 Shared Land Agreement shall be subject to the Condominium Documents, as may be amended from time to time.

- g) Section 7.3 is hereby amended by deleting the words “three hundred thirty-six (336) parking spaces, including nine (9) handicapped parking [sic] paces” and replacing with “five hundred sixty-eight (568) parking spaces”.
5. **Replacement of Exhibit B.** Exhibit B of the Master Deed is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
6. **Unit 10 Floor Plan.** The Unit 10 Floor Plan is attached to this amendment as Exhibit C and shall constitute Exhibit C of the Master Deed.
7. **Miscellaneous.** 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]

Executed under seal as of this 17 day of November, 2023.

MANAGERS OF MOTHER BROOK CONDOMINIUM ASSOCIATION

_____, Manager of Unit 1,
and not individually

Isaac Judd
Isaac Judd, Manager of Unit 2,
and not individually

_____, Manager of Unit 6,
and not individually

_____, Manager of Unit 7,
and not individually

_____, Manager of Unit 3,
and not individually

_____, Manager of Unit 8,
and not individually

_____, Manager of Unit 4,
and not individually

_____, Manager of Unit 9,
and not individually

_____, Manager of Unit 5,
and not individually

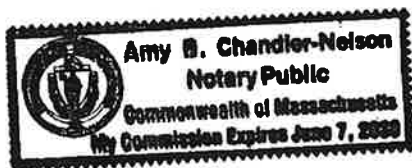
_____, Manager of Unit 10,
and not individually

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 17 day of November, 2023, before me, the undersigned notary public, personally appeared Isaac Judd

_____, proved to me through satisfactory evidence of identification, which was personally known 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 Mother Brook Condominium Association.



Amy B. Chandler-Nelson
Notary Public

My commission expires: June 7, 2026

Executed under seal as of this 10th day of November, 2023.

MANAGERS OF MOTHER BROOK CONDOMINIUM ASSOCIATION

_____, Manager of Unit 1,
and not individually

Pamela J. Ross
Pamela Ross, Manager of Unit 6,
and not individually

Isaac Judd, Manager of Unit 2,
and not individually

Pat Maloney
Patrick Maloney, Manager of Unit 7,
and not individually

Greg Hughes, Manager of Unit 3,
and not individually

Jessica Sweeney, Manager of Unit 8,
and not individually

Christopher Sage
Michael McNally, Manager of Unit 4,
and not individually

Leny Chertov, Manager of Unit 9,
and not individually

Greg Hughes, Manager of Unit 5,
and not individually

Pat Maloney
Patrick Maloney, Manager of Unit 10,
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 10th day of November, 2023, before me, the undersigned notary public, personally appeared Pat Maloney and Pamela Ross

_____, proved to me through satisfactory evidence of identification, which was MA Driver's license, 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 Mother Brook Condominium Association.

Nicholas S. Vardakas
Notary Public

My commission expires:

 **NICHOLAS S VARDAKAS**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 30, 2027

Executed under seal as of this 6th day of November, 2023.

MANAGERS OF MOTHER BROOK CONDOMINIUM ASSOCIATION

J.R. Mannaetta, Manager of Unit 1,
and not individually

Pamela Ross, Manager of Unit 6,
and not individually

Isaac Judd, Manager of Unit 2,
and not individually

Patrick Maloney, Manager of Unit 7,
and not individually

Greg Hughes, Manager of Unit 3,
and not individually

Jessica Sweeney, Manager of Unit 8,
and not individually

Michael McNally, Manager of Unit 4,
and not individually

Leny Chertov, Manager of Unit 9,
and not individually

Greg Hughes, Manager of Unit 5,
and not individually

Patrick Maloney, Manager of Unit 10,
and not individually

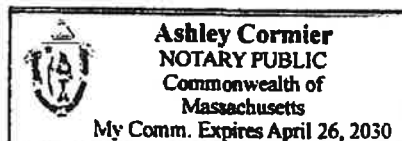
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 6th day of November, 2023, before me, the undersigned notary public, personally appeared Jessica Sweeney, Leonid Chertov, John Robert Mannaetta, Christopher Sage, and Greg Hughes proved to me through satisfactory evidence of identification, which was driver license, 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 Mother Brook Condominium Association.

Ashley Cormier
Notary Public

My commission expires:



MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

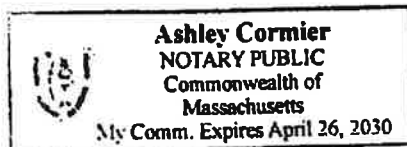
SECOND AMENDED AND RESTATED MASTER DEED

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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 6 day of November, 2023

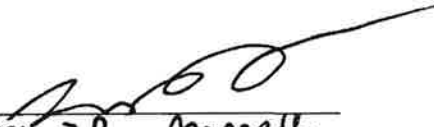
Unit Number: 1

Interest in the Condominium: 10.74%



Ashley Cormier

ACADEMY OF THE PACIFIC RIM

By: 

Name: J.R. Manetto

Title: Managing Director of Operations

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

SECOND AMENDED AND RESTATED MASTER DEED

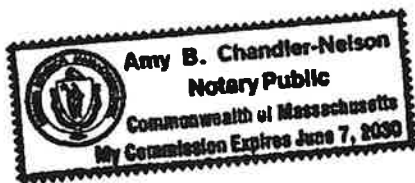
I, the undersigned Unit Owner of the below-specified Unit of the Mother Brook Condominium, having the below-listed Interest in the Condominium, do hereby acknowledge and evidence my consent to the Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 17 day of November, 2023

Unit Number: 2

Interest in the Condominium: 7.94%

WAREHOUSE K LLC



By: [Signature]
Name: Isaac Judd
Title: Owner/Manager

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

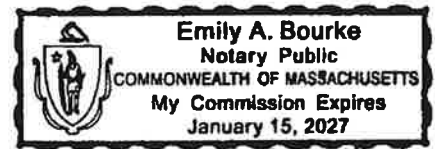
SECOND AMENDED AND RESTATED MASTER DEED

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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 3 day of November, 2023

Unit Number: 3

Interest in the Condominium: 6.03%.



Emily Bourke

**PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 3, LLC**

By: 
Name: Bryan Blake
Title: Authorized Signatory

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

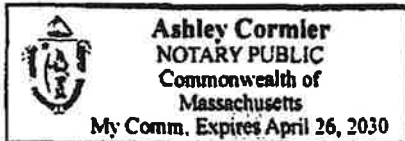
SECOND AMENDED AND RESTATED MASTER DEED

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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 6th day of November, 2023

Unit Number: 4

Interest in the Condominium: 8.59%



Ashley Cormier

TIR NA NOG, LLC

By: *[Signature]*
Name: CHIEF SAGE
Title: Manager

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

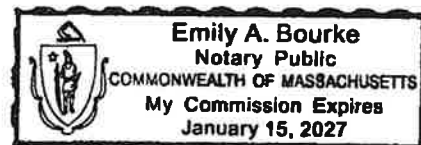
SECOND AMENDED AND RESTATED MASTER DEED

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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 3 day of NOVEMBER, 2023

Unit Number: 5

Interest in the Condominium: 16.22%.



Emily Bourke

**PPF INDUSTRIAL 1
WESTINGHOUSE UNIT 5, LLC**

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

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH 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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 10th day of November, 2023

Unit Number: 6

Interest in the Condominium: 22.88%

 **NICHOLAS S. VARDAKAS**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 30, 2027
Nicholas S. Vardakas

**THE LOFTS AT WESTINGHOUSE
CONDOMINIUM ASSOCIATION**

By: *Pamela J. Ross*
Name: Pamela J. Ross
Title: Chair, Westinghouse Condominium

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH 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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 10th day of November, 2023

Unit Number: 7

Interest in the Condominium: 6.71%

NEWHALL STREET LLC

 **NICHOLAS S VARDAKAS**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 30, 2027
Nicholas S. Vardakas

By: *Pat Maloney*
Name: PATRICK MALONEY
Title: MANAGER

MOTHER BROOK CONDOMINIUM

UNIT OWNERS' CONSENT

TO FOURTH AMENDMENT TO THE

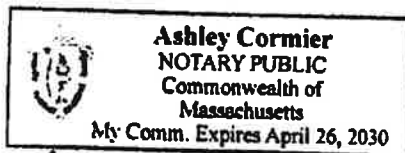
SECOND AMENDED AND RESTATED MASTER DEED

We, the undersigned Unit Owners 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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 6th day of November, 2023

Unit Number: 8

Interest in the Condominium: 13.56%



Ashley Cormier

RONJON REALTY, LLC

By: *[Signature]*

Name: Jessica Sweeney

Title: Manager

270 DORCHESTER AVE LLC

By: _____

Name: _____

Title: _____

MOTHER BROOK CONDOMINIUM

UNIT OWNERS' CONSENT

TO FOURTH AMENDMENT TO THE

SECOND AMENDED AND RESTATED MASTER DEED

We, the undersigned Unit Owners 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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 5th day of December, 2023

Unit Number: 8

Interest in the Condominium: 13.56%

RONJON REALTY, LLC

By: _____
Name: _____
Title: _____

270 DORCHESTER AVE LLC

By: Mark Edwards
Name: Mark Edwards
Title: Manager



NICHOLAS S VARDAKAS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 30, 2027

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH AMENDMENT TO THE

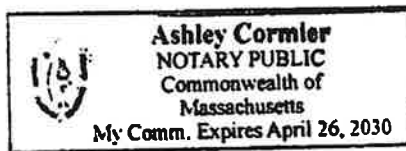
SECOND AMENDED AND RESTATED MASTER DEED

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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 6th day of November, 2023

Unit Number: 9

Interest in the Condominium: 5.12%



Ashley Cormier

MILLEX LLC

By: *Leny Chekov*

Name: LENY CHEKOV

Title: MANAGER

MOTHER BROOK CONDOMINIUM

UNIT OWNER'S CONSENT

TO FOURTH 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 Fourth Amendment to the Second Amended and Restated Master Deed of the Mother Brook Condominium.

Witness my hand and seal as of the 10th day of November, 2023

Unit Number: 10

Interest in the Condominium: 2.21%

PARK POWERHOUSE LLC

 **NICHOLAS S VARDAKAS**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 30, 2027

Nicholas S. Vardakas

By: 

Name: Patrick Maloney

Title: Manager

6149748.7

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 8, as more particularly shown on the Floor Plans	62,047	N/A	The Land	10.74%	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	7.94%	50 reserved Parking Spaces, as shown on the Site Plan
Unit 3	Entirety of Building G, as more particularly shown on the Floor Plans	61,690	N/A	The Land	11.77%	79 reserved Parking Spaces, as shown on the Site Plan
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	8.59%	55 reserved Parking Spaces, as shown on the Site Plan
Unit 5	Entirety of Building F (including the Building F Roof Extensions), as more particularly shown on the Floor Plans and Site Plan	54,917	N/A	The Land	10.48%	72 reserved Parking Spaces, as shown on the Site Plan

Unit 6	Entirety of Building C, as more particularly shown on the Floor Plans	132,170	N/A	The Land	22.88%	N/A**
Unit 7	Entirety of Building A, as more particularly shown on the Floor Plans	38,777	N/A	The Land	6.71%	39 reserved Parking Spaces, as shown on the Site Plan
Unit 8	A portion of Building D, as more particularly shown on the Floor Plans	78,314	N/A	The Land	13.56%	54 reserved Parking Spaces, as shown on the Site Plan
Unit 9	Entirety of Building E, as more particularly shown on the Floor Plans	29,567	N/A	The Land	5.12%	N/A
Unit 10	Entirety of the Power House, as more particularly shown on the Floor Plans	12,742	N/A	The Land	2.21%	30 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 applicable Floor Plans. 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.

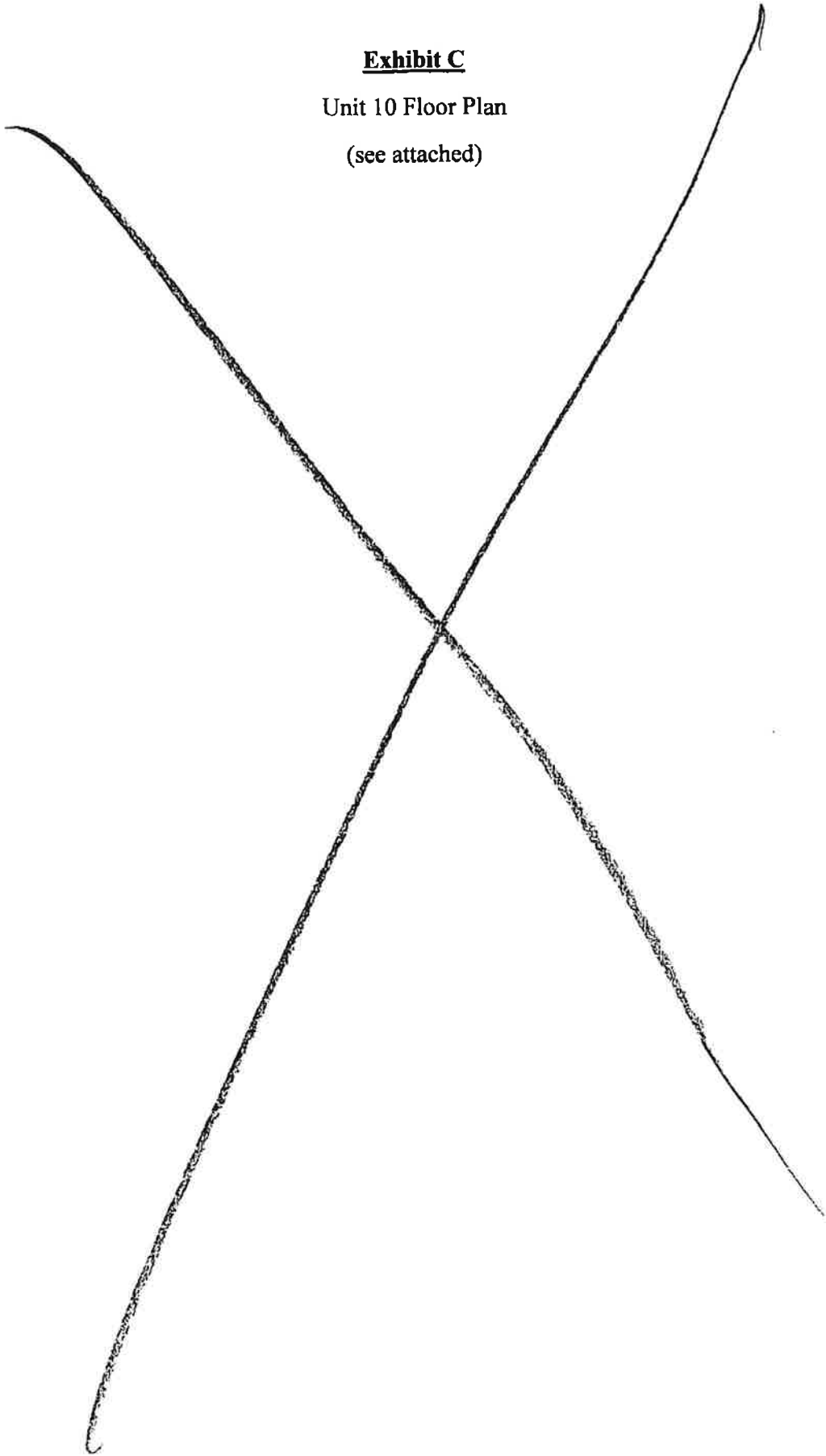
** Easements for all of the Parking Spaces allocated to Unit 6 have previously been conveyed to Secondary Unit Owners pursuant to the Secondary Condominium Documents.

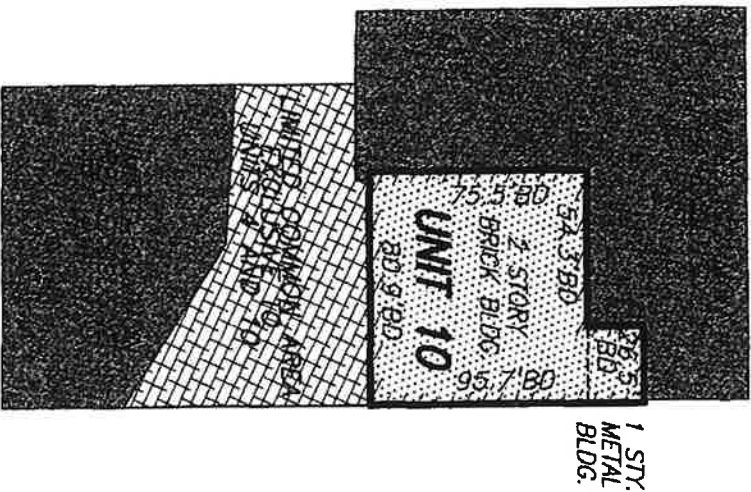
6149824.4

Exhibit C

Unit 10 Floor Plan

(see attached)

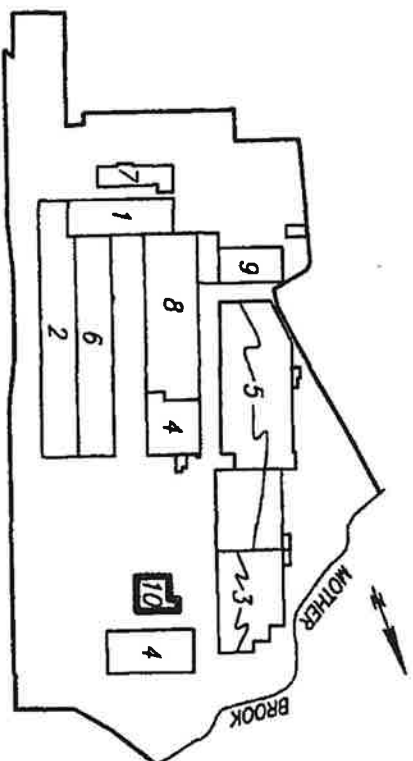




UNIT 10 BUILDING FOOTPRINT
AREA = 6,635 SQ.FT.

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBER AND DIMENSIONS OF THE UNIT AS-BUILT.

25 Oct 10/27/11



LOCUS MAP

N.T.S.

LEGEND:

BD BUILDING DIMENSION

LIMITED COMMON AREA EXCLUSIVE TO UNIT 10

LIMITED COMMON AREA EXCLUSIVE TO UNITS 4 AND 10

PLAN FOR UNIT 10
MOTHER BROOK CONDOMINIUM
BOSTON (HYDE PARK) MASS.

FLEDMAN LAND SURVEYORS
112 SHAMMUT AVENUE
BOSTON, MASS. 02118

JUNE 2, 2014
PHONE: (617)357-9740
WWW.FELDMANSURVEYORS.COM

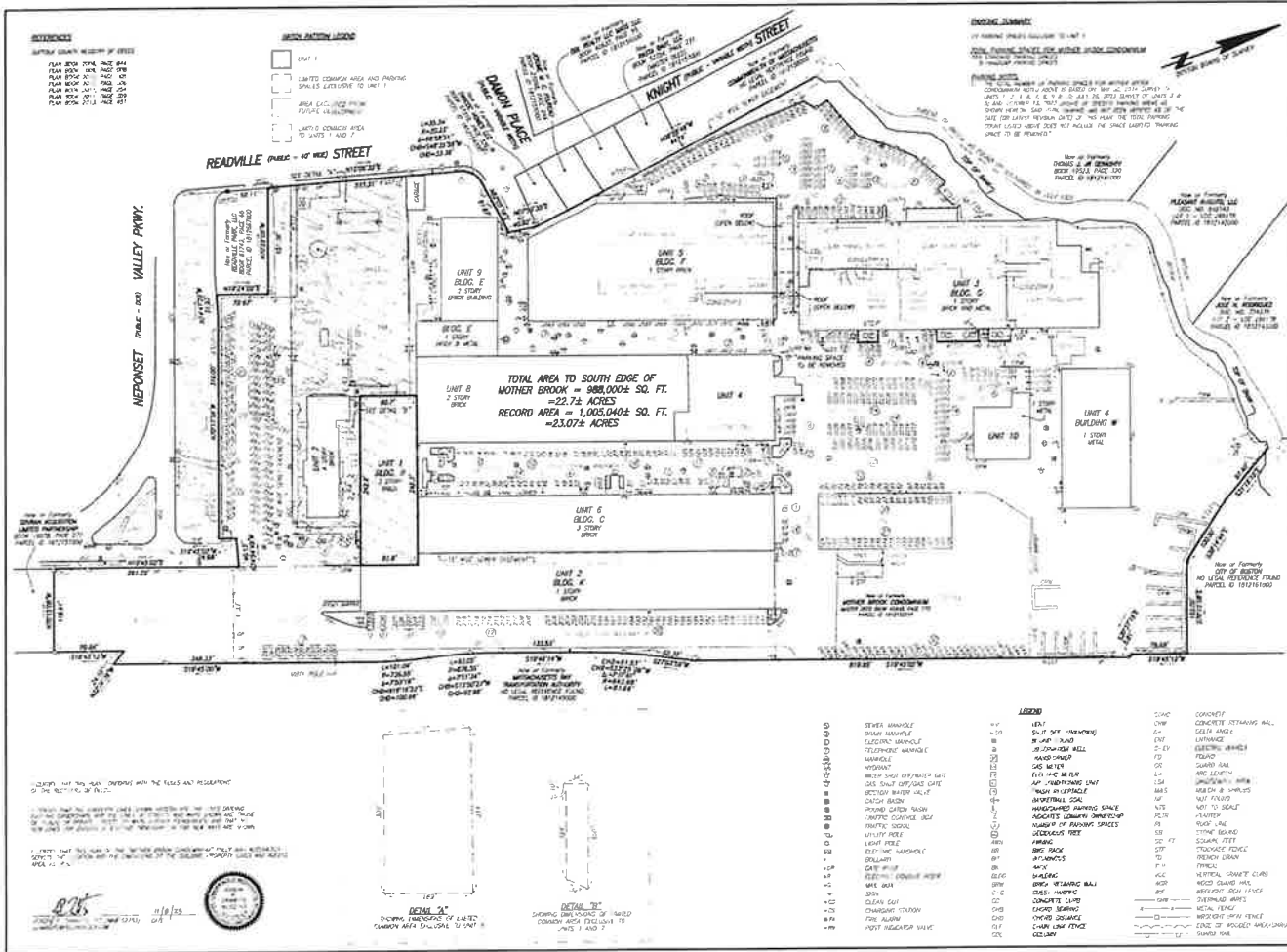
JUNE 2, 2014
PHONE: (617) 357-9740
www.feldmansurveyors.com

FIELDWORK

SCALE: 1"=60'



11480A



BOSTON HEADQUARTERS
152 HAMPDEN STREET
BOSTON, MA 02119

WORCESTER OFFICE
27 MEDCHANIC STREET
WORCESTER, MA 01608
(617)357-9740
www.feldmanges.com

2023-474

AMENDED CONDOMINIUM SITE PLAN
MOTHER BROOK CONDOMINIUM
UNIT 1
(1 FIVEHOUSE PLACE)
BOSTON, MASS.

UNIT	UNIT NO.	UNIT TYPE
UNIT 1	1	CONDO

LEGEND

1	STREET MANHOLE	11	UNIT	12	CONCRETE RETAINING WALL
2	SEWER MANHOLE	12	UNIT 101 (PARKING)	13	CEILING PANEL
3	WATER MANHOLE	13	UNIT 102 (PARKING)	14	ELECTRIC METER
4	TELEPHONE MANHOLE	14	UNIT 103 (PARKING)	15	FLUOR
5	WATER MANHOLE	15	UNIT 104 (PARKING)	16	FLUOR
6	WATER MANHOLE	16	UNIT 105 (PARKING)	17	FLUOR
7	WATER MANHOLE	17	UNIT 106 (PARKING)	18	FLUOR
8	WATER MANHOLE	18	UNIT 107 (PARKING)	19	FLUOR
9	WATER MANHOLE	19	UNIT 108 (PARKING)	20	FLUOR
10	WATER MANHOLE	20	UNIT 109 (PARKING)	21	FLUOR
11	WATER MANHOLE	21	UNIT 110 (PARKING)	22	FLUOR
12	WATER MANHOLE	22	UNIT 111 (PARKING)	23	FLUOR
13	WATER MANHOLE	23	UNIT 112 (PARKING)	24	FLUOR
14	WATER MANHOLE	24	UNIT 113 (PARKING)	25	FLUOR
15	WATER MANHOLE	25	UNIT 114 (PARKING)	26	FLUOR
16	WATER MANHOLE	26	UNIT 115 (PARKING)	27	FLUOR
17	WATER MANHOLE	27	UNIT 116 (PARKING)	28	FLUOR
18	WATER MANHOLE	28	UNIT 117 (PARKING)	29	FLUOR
19	WATER MANHOLE	29	UNIT 118 (PARKING)	30	FLUOR
20	WATER MANHOLE	30	UNIT 119 (PARKING)	31	FLUOR
21	WATER MANHOLE	31	UNIT 120 (PARKING)	32	FLUOR
22	WATER MANHOLE	32	UNIT 121 (PARKING)	33	FLUOR
23	WATER MANHOLE	33	UNIT 122 (PARKING)	34	FLUOR
24	WATER MANHOLE	34	UNIT 123 (PARKING)	35	FLUOR
25	WATER MANHOLE	35	UNIT 124 (PARKING)	36	FLUOR
26	WATER MANHOLE	36	UNIT 125 (PARKING)	37	FLUOR
27	WATER MANHOLE	37	UNIT 126 (PARKING)	38	FLUOR
28	WATER MANHOLE	38	UNIT 127 (PARKING)	39	FLUOR
29	WATER MANHOLE	39	UNIT 128 (PARKING)	40	FLUOR
30	WATER MANHOLE	40	UNIT 129 (PARKING)	41	FLUOR
31	WATER MANHOLE	41	UNIT 130 (PARKING)	42	FLUOR
32	WATER MANHOLE	42	UNIT 131 (PARKING)	43	FLUOR
33	WATER MANHOLE	43	UNIT 132 (PARKING)	44	FLUOR
34	WATER MANHOLE	44	UNIT 133 (PARKING)	45	FLUOR
35	WATER MANHOLE	45	UNIT 134 (PARKING)	46	FLUOR
36	WATER MANHOLE	46	UNIT 135 (PARKING)	47	FLUOR
37	WATER MANHOLE	47	UNIT 136 (PARKING)	48	FLUOR
38	WATER MANHOLE	48	UNIT 137 (PARKING)	49	FLUOR
39	WATER MANHOLE	49	UNIT 138 (PARKING)	50	FLUOR
40	WATER MANHOLE	50	UNIT 139 (PARKING)	51	FLUOR
41	WATER MANHOLE	51	UNIT 140 (PARKING)	52	FLUOR
42	WATER MANHOLE	52	UNIT 141 (PARKING)	53	FLUOR
43	WATER MANHOLE	53	UNIT 142 (PARKING)	54	FLUOR
44	WATER MANHOLE	54	UNIT 143 (PARKING)	55	FLUOR
45	WATER MANHOLE	55	UNIT 144 (PARKING)	56	FLUOR
46	WATER MANHOLE	56	UNIT 145 (PARKING)	57	FLUOR
47	WATER MANHOLE	57	UNIT 146 (PARKING)	58	FLUOR
48	WATER MANHOLE	58	UNIT 147 (PARKING)	59	FLUOR
49	WATER MANHOLE	59	UNIT 148 (PARKING)	60	FLUOR
50	WATER MANHOLE	60	UNIT 149 (PARKING)	61	FLUOR
51	WATER MANHOLE	61	UNIT 150 (PARKING)	62	FLUOR
52	WATER MANHOLE	62	UNIT 151 (PARKING)	63	FLUOR
53	WATER MANHOLE	63	UNIT 152 (PARKING)	64	FLUOR
54	WATER MANHOLE	64	UNIT 153 (PARKING)	65	FLUOR
55	WATER MANHOLE	65	UNIT 154 (PARKING)	66	FLUOR
56	WATER MANHOLE	66	UNIT 155 (PARKING)	67	FLUOR
57	WATER MANHOLE	67	UNIT 156 (PARKING)	68	FLUOR
58	WATER MANHOLE	68	UNIT 157 (PARKING)	69	FLUOR
59	WATER MANHOLE	69	UNIT 158 (PARKING)	70	FLUOR
60	WATER MANHOLE	70	UNIT 159 (PARKING)	71	FLUOR
61	WATER MANHOLE	71	UNIT 160 (PARKING)	72	FLUOR
62	WATER MANHOLE	72	UNIT 161 (PARKING)	73	FLUOR
63	WATER MANHOLE	73	UNIT 162 (PARKING)	74	FLUOR
64	WATER MANHOLE	74	UNIT 163 (PARKING)	75	FLUOR
65	WATER MANHOLE	75	UNIT 164 (PARKING)	76	FLUOR
66	WATER MANHOLE	76	UNIT 165 (PARKING)	77	FLUOR
67	WATER MANHOLE	77	UNIT 166 (PARKING)	78	FLUOR
68	WATER MANHOLE	78	UNIT 167 (PARKING)	79	FLUOR
69	WATER MANHOLE	79	UNIT 168 (PARKING)	80	FLUOR
70	WATER MANHOLE	80	UNIT 169 (PARKING)	81	FLUOR
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72	WATER MANHOLE	82	UNIT 171 (PARKING)	83	FLUOR
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